

FORM OF RESTRICTED DATA SITE NONDISCLOSURE AGREEMENT FOR OUTSIDE LEGAL COUNSEL

[FORM OF] NONDISCLOSURE AGREEMENT

This Nondisclosure Agreement (this "Agreement") is dated _____, 20____ and is between _____ ("Recipient") and Georgia Power Company, a Georgia corporation ("GPC").

Recipient is providing advisory and support services to the Department of Energy ("DOE"), Office of the General Counsel, Loan Programs Office, under Matching Order DEM001-09CF01015 (the "Matching Order").

In order to allow the Recipient to review the following documents (the "Confidential Information"):

- i. the Amended and Restated Services Agreement, between GPC, acting for itself and as agent for the other Owners (as such term is defined therein, the "Owners"), and Westinghouse Electric Company LLC ("Westinghouse") and WECTEC Global Project Services, Inc. ("WECTEC" and, together with Westinghouse, collectively, the "Service Provider"), dated as of July 20, 2017, as it may be amended from time to time, for Units 3 & 4 at the Vogtle Electric Generating Plant in Waynesboro, Georgia (the "Project"; such agreement, the "Services Agreement");
- ii. an executed copy of the IP License, between GPC, acting for itself and as agent for the other Owners, and the Service Provider, dated as of July 20, 2017, as it may be amended from time to time (the "IP License");
- iii. an executed copy of the Facility IP License in the Event of Triggering Event, between GPC, acting for itself and as agent for the other Owners, and the Service Provider, dated as of July 20, 2017, as it may be amended from time to time (the "Triggering Event License" and, together with the IP License, the "Facility Licenses");
- iv. the Contract for AP1000 Fuel Fabrication, Design and Related Services, dated as of April 3, 2009, between Southern Nuclear Operating Company, Inc. (the "Operator"), acting as the agent of Georgia Power Company, collectively as owner, and Westinghouse, as amended by Amendment No. 1 dated as of June 21, 2012, (as it may be further amended from time to time, the "Fuel Fabrication Agreement"); any other contract entered into after the date hereof by GPC or the Operator for the supply of fuel assemblies and/or related required software for the Project, as it may be amended from time to time (each, a "Fuel Supply Agreement"); the Amended and Restated License Agreement dated February 9, 2012, between the Operator, for itself and as agent for Alabama Power Company and Georgia Power Company, collectively, as licensee, and Westinghouse (as it may be amended from time to time, the "License Agreement"); the agreement (if any), to be entered into after the date of this Agreement by Westinghouse and the Owners or GPC (acting for itself and as agent for the other Owners) if the AP1000-compatible version of Best Estimate Analysis for Core Operation Nuclear -

Direct Margin Monitor™ System and its related deliverables to be used in the operation of the Project (the “BEACON-DMM™ Software”) is not otherwise provided for the Project, pursuant to which the Owners will acquire the BEACON-DMM™ Software including a license for the use thereof (as such agreement may be amended from time to time, the “BEACON Software Agreement”);

v. any notice of the occurrence of any event, condition, legislation or governmental proceedings and any developments with respect to the foregoing, with respect to GPC, Oglethorpe Power Corporation, Municipal Electric Authority of Georgia, MEAG Power SPVJ, LLC, MEAG Power SPVM, LLC or MEAG Power SPVP, LLC (each a “DOE Borrower”), or the Operator or their participation in the Project, in each case that has, or could reasonably be expected to have, a Material Adverse Effect (as such term is defined in the Amended and Restated Loan Guarantee Agreements by and between each DOE Borrower and DOE (the “DOE Loan Guarantee Agreements”)) or a material adverse effect on the ability of the Project to be completed or operated, only to the extent such items contain Confidential and Proprietary Information as defined in the Services Agreement (“Confidential and Proprietary Information”);

vi. any notice and a copy of any of the following communications received by a DOE Borrower or the Operator from the NRC: (1) notice of a potential violation of severity level III or higher (or its equivalent in subsequent versions of the NRC Enforcement Policy); (2) Red, Yellow or White NRC Inspection Finding (or its equivalent in subsequent versions of the Reactor Oversight Policy); (3) notice to stop work or shut down or show cause; (4) Demand for Information under 10 CFR § 50.54(f) or 10 CFR § 2.204; or (5) any other immediately effective, unilateral, docket-specific, non-routine communication requiring action by any licensee with respect to the Project, only to the extent such items contain Confidential and Proprietary Information;

vii. any notice of any complaint, order, directive, claim, citation, designation or notice by any Governmental Authority (as such term is defined in the DOE Loan Guarantee Agreements) with respect to the Project received by a DOE Borrower or the Operator relating to any actual or potential material non-compliance with its then-existing obligations under Environmental Laws (as such term is defined in the DOE Loan Guarantee Agreements) and any written description of any steps that such DOE Borrower or the Operator is taking and proposes to take with respect to the matters described in such notice, only to the extent such items contain Confidential and Proprietary Information;

viii. notice and a copy of any stop work order issued by a DOE Borrower or the Operator with respect to any work on the Project, only to the extent such items contain Confidential and Proprietary Information;

ix. any notice of any termination, amendment or material waiver or breach of, or material notices and material correspondence with respect to, the Services Agreement, the Facility Licenses, the Fuel Fabrication Agreement, any other Fuel Supply Agreement, the BEACON Software Agreement (if any), or the License Agreement and any copy of any of the foregoing or any agreement, instrument or other document giving effect to any

of the foregoing, only to the extent such items contain Confidential and Proprietary Information;

x. any notice of any event that constitutes an Event of Default, Potential Default, Mandatory Prepayment Event, Potential Mandatory Prepayment Event, Alternate Amortization Event or Potential Alternate Amortization Event (as such terms are defined in the DOE Loan Guarantee Agreements) and any written description of any steps any DOE Borrower has taken or proposes to take to remedy matters described in any such notice, only to the extent such items contain Confidential and Proprietary Information;

xi. any notice of the occurrence of any event, condition, legislation or governmental proceedings and any developments with respect to the foregoing, with respect to any DOE Borrower or the Operator or their participation in the Project, in each case that has resulted in, or any DOE Borrower believes will result in, Public Inquiries (as such term is defined in the DOE Loan Guarantee Agreements), only to the extent such items contain Confidential and Proprietary Information;

xii. any lien waivers and releases, with respect to all work reflected in any invoice of the Service Provider and, in the case of the invoice for the final payment from the DOE Borrowers under the Services Agreement, the Service Provider's affidavit, only to the extent such items contain Confidential and Proprietary Information; and

xiii. any other notice, document or communication required to be delivered to DOE by the Operator or any DOE Borrower pursuant to the Loan Guarantee Agreement, only to the extent such items contain Confidential and Proprietary Information.

the parties agree as follows.

For the purposes of this Agreement, "Confidential Information" includes the entirety of documents identified in i-xii above, but excludes any terms, conditions or information that have been Publicly Disclosed (as defined herein) or which Recipient has been authorized in writing by GPC to publicly disclose (except pursuant to clause (3) of paragraph A below). For purposes of this Agreement, "Publicly Disclosed" means information which has become generally available to the public other than as a result of disclosure by Recipient in violation of the terms of this Agreement.

A. In connection with Recipient's participation in providing the advisory and support services to the DOE, Office of the General Counsel, Loan Programs Office, under the Matching Order:

(1) Recipient acknowledges that (a) pursuant to the terms of the Services Agreement, the Fuel Fabrication Agreement and the License Agreement, respectively, GPC may not disclose the Confidential Information until and unless the persons to whom such Confidential Information is disclosed agrees to keep such Confidential Information confidential and (b) Recipient and persons to whom

such Confidential Information is disclosed are not obligated to keep confidential any terms, conditions or information that have been Publicly Disclosed.

- (2) Recipient hereby acknowledges, agrees and understands that the Confidential Information is confidential and proprietary business, technical and/or financial information of Westinghouse, WECTEC and/or GPC, and the disclosure of Confidential Information could cause substantial harm to the competitive and commercial interests of Westinghouse, WECTEC and/or GPC.
- (3) Recipient hereby agrees and confirms that Recipient will protect the confidentiality of such Confidential Information, including any information or analysis derived from it, and not disclose it to any third party, except to the individuals and entities under the circumstances described below in this paragraph. Specifically, Recipient will not disclose nor release any Confidential Information, to anyone either during or after the period of performance of the Matching Order other than:
 - (a) Individuals within Recipient's organization who are directly concerned with the performance of the Matching Order and who have executed an agreement in the same form as this Agreement or who are secretarial or word processing personnel who Recipient has provided with the Confidential Information solely for the purpose of Recipient's performance of the Matching Order;
 - (b) Other individuals who are employees of the United States' government in connection with their work in relation to the DOE Borrowers' DOE Loan Guarantees for the Project; and
 - (c) As required by law, including without limitation pursuant to any direction or an order from a court or federal office (e.g., the Government Accountability Office) of competent jurisdiction, provided that Recipient shall provide written notice to GPC, by email, fax or overnight courier at the addresses below or such other addresses as GPC may notify to Recipient in writing from time to time, in advance of any such disclosure so as to allow GPC the opportunity to seek to limit the extent of disclosure of the Confidential Information and/or to seek a protective order or other appropriate remedy (and/or waive compliance with the provisions of this Agreement); and if such limitation or protective order or other appropriate remedy is not obtained before Recipient is legally required to produce such Confidential Information (or compliance with the provisions of this Agreement is waived), Recipient after consultation with GPC shall disclose only the minimum amount of Confidential Information that Recipient in good faith and in its sole discretion believes is legally required.

Georgia Power Company

241 Ralph McGill Blvd.
BIN 10240
Atlanta, GA 30308
Attention: Office of the General Counsel
Fax: 404-506-2725
Email: mmlackey@southernco.com

With copies to:

Balch & Bingham LLP
1710 Sixth Avenue North
Birmingham, AL 35203-2015
Attention: Stan Blanton, Partner
Fax: (205) 488-5879
Email: SBLANTON@balch.com

Westinghouse Electric Company LLC
1000 Westinghouse Drive
Cranberry Township, Pennsylvania 16066
Attention: Office of the Chief Legal Officer
Facsimile: 724-940-8508
Email: sweenemt@westinghouse.com

WECTEC Global Project Services, Inc.
1000 Westinghouse Drive
Cranberry Township, Pennsylvania 16066
Attention: Office of the Chief Legal Officer
Facsimile: 724-940-8508
Email: sweenemt@westinghouse.com

GPC's agent, the Operator, will provide access to the Confidential Information on a secure confidential, password-protected electronic data site (i.e., read-only access) (the "Restricted Data Site") that will allow Recipient to review the Confidential Information on a need to know and use basis solely for the purpose of monitoring the Project for the DOE Borrowers' DOE Loan Guarantees (and no other guaranteed loans or related projects).

B. GPC acknowledges that Recipient may be required under the terms of the Matching Order to prepare written summaries of the Confidential Information (the "Summaries") for review by DOE and such individuals as set forth in clause (3)(b) of paragraph A above. In Recipient's review of the Confidential Information, Recipient shall be entitled to prepare such written notes and analyses as Recipient shall deem appropriate for purposes of preparing the Summaries.

C. In the event that DOE, pursuant to its rights under the DOE Loan Guarantee Agreements, delivers a written notification to GPC directing GPC to deliver a copy of a

document constituting Confidential Information to one or more attorneys at [Norton Rose Fulbright US LLP][Hunton Andrews Kurth LLP] (as outside counsel for DOE), GPC will, upon reasonable notice, deliver one copy of such Confidential Information (the “NRF {or Hunton} Copy”) to Recipient. In the event of such delivery, Recipient agrees to hold the NRF {or Hunton} Copy in the strictest confidence and to maintain the secrecy and/or nonpublic nature of the NRF {or Hunton} Copy. Recipient shall number each additional copy of the NRF {or Hunton} Copy, which shall be treated in the same manner as the NRF {or Hunton} Copy, and shall allow only those individuals identified in clause (1)(a) of paragraph A above to have access to the NRF {or Hunton} Copy or any copy thereof; provided that Recipient shall be permitted to disclose the NRF {or Hunton} Copy as required by law, including without limitation pursuant to any direction or an order from a court or federal office (e.g., the Government Accountability Office) of competent jurisdiction, provided that Recipient shall provide written notice to GPC in advance of any such disclosure in accordance with, and shall follow the further procedures set out in, clause (3)(c) of paragraph A above. Recipient shall provide notice to GPC of the number of additional copies of the NRF {or Hunton} Copy that have been made.

D. Consistent with subpart (g) of the Nondisclosure Acknowledgement executed at the request of DOE by [Recipient][individuals within Recipient’s organization who are directly concerned with the performance of the Matching Order] (“Nondisclosure Acknowledgement”), Recipient acknowledges that the Confidential Information is Loan Guarantee Information and will be utilized in accordance with the task or subtask assignment only and acknowledges that the disclosure of this Confidential Information is otherwise restricted by Westinghouse, WECTEC and/or GPC as submitters.

E. Recipient hereby agrees that the representations and commitments made in subparts (a) and (h) of the Nondisclosure Acknowledgement extend to Confidential Information supplied by Westinghouse, WECTEC and/or GPC with respect to the use and review of the Confidential Information.

F. This Agreement shall be governed in accordance with the laws of the State of New York without giving effect to any choice of law, provision, or rule (whether of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than New York.

[The remainder of this page is intentionally blank.]

ACCEPTED AND AGREED

By: _____
Name: _____
Title: _____
Date: _____

ACKNOWLEDGED AND AGREED
GEORGIA POWER COMPANY

By: _____
Name: _____
Title: _____
Date: _____