

FORM OF NONDISCLOSURE AGREEMENT FOR LENDER'S ENGINEER

[FORM OF] NONDISCLOSURE AGREEMENT

This Nondisclosure Agreement (this "Agreement") is dated [] and is between [, a corporation] [[], an employee of](26) ("Recipient") and Oglethorpe Power Corporation (An Electric Membership Corporation), an electric membership corporation organized and existing under the laws of Georgia ("OPC"). Capitalized terms used but not otherwise defined in this Agreement have the meanings provided in the EPC Agreement, as defined in Article 2(b)(i) below.

1. Recipient is participating in providing technical advisory and support services to the Department of Energy, Loan Programs Office ("DOE"), under Contract No. DE-DT002463 (the "Contract"), in connection with (a) DOE's negotiation of certain loan guarantee agreements and related financing documents between DOE and each of Georgia Power Company ("GPC"), OPC and/or the Municipal Electric Authority of Georgia or any of its wholly owned subsidiaries (each, a "DOE Borrower") pursuant to which DOE would guarantee the repayment of a loan to such DOE Borrower for the construction, operation and ownership of Vogtle Units 3 and 4 (the "Project") and (b) the related due diligence (each such guarantee, a "DOE Loan Guarantee"; such loan guarantee agreements collectively, the "DOE Loan Guarantee Agreements").

2. (a) In order to permit Recipient to review Confidential Information (as hereinafter defined) of OPC and/or its Contractor, a consortium composed of Westinghouse Electric Company, LLC ("Westinghouse") and Stone & Webster, Inc. ("Stone & Webster"), that may be contained in the materials described in Article 2(b) hereof (the "Documents"), OPC and Recipient desire to enter into this Agreement which shall apply to any review of Confidential Information contained in the Documents after the date hereof by Recipient. For the purposes of this Agreement, "Confidential Information" means the entirety of Documents identified in Section 2(b) below, but excludes any Publicly Disclosed Information (as defined herein) or which Recipient has been authorized in writing by OPC to publicly disclose (excluding the disclosures permitted to be made by Recipient pursuant to Article 3.C below). For purposes of this Agreement, "Publicly Disclosed Information" means terms, conditions or other information that has become generally available to the public other than: (i) as a result of disclosure by Recipient, or (ii) any Confidential Information that Recipient knows has been disclosed by a third party (x) approved to receive such Confidential Information hereunder in violation of the terms of this Agreement or (y) in violation of any obligation of confidentiality of such third party similar to the terms of this Agreement.

(b) The Documents to which this Agreement shall apply are:

i. the Engineering, Procurement and Construction Agreement between GPC, acting for itself and as agent for the other Owners (as such term is defined therein, the "Owners"), and a consortium consisting of Westinghouse and Stone & Webster

(26) For Lender's Engineer's NDA, use first bracketed option; for each individual Lender's Engineer employee's NDA, use second bracketed option.

(collectively, the "Contractor"), dated as of April 8, 2008, as it may be amended from time to time, for the Project (the "EPC Agreement");

ii. an executed copy of the Toshiba Guarantee, as it may be amended from time to time in the form attached as Exhibit V-1 to the EPC Agreement;

iii. an executed copy of the Shaw Guarantee, as it may be amended from time to time in the form attached as Exhibit V-2 to the EPC Agreement;

iv. an executed copy of the Software License (as it may be amended from time to time, the "Software License") attached as Exhibit M to the EPC Agreement;

v. 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");

vi. each Monthly Status Report provided by Contractor to GPC pursuant to the EPC Agreement ;

vii. each monthly construction status report filed by GPC with the Georgia Public Service Commission ("Georgia PSC");

- viii. each monthly project report delivered by the Operator to the co-owners of Vogtle Units 3 & 4;
- ix. the level two schedule of significant development, construction and completion milestones for the completion of each Unit, in each case prepared by GPC, as updated from time to time;
- x. a copy of the written materials delivered by GPC, as agent for the co-owners of Vogtle Units 3 & 4, to the co-owners in connection with any monthly project management board meeting;
- xi. invoices submitted by Contractor to Owners pursuant to the EPC Agreement;
- xii. any semi-annual construction monitoring reports filed with the Georgia PSC by GPC pursuant to the final amended certification order and all orders on remand entered by the Georgia PSC in Docket No. 27800-U that contains any Confidential and Proprietary Information;
- xiii. 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, OPC or the Municipal Electric Authority of Georgia or any of its wholly owned subsidiaries (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 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;
- xiv. 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;

xv. 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 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;

xvi. 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;

xvii. any notice of any termination, amendment or material waiver or breach of, or material notices and material correspondence with respect to, the EPC Agreement, the Toshiba Guarantee, the Shaw Guarantee, the Software License, 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;

xviii. any notice of any event that constitutes an Event of Default, Potential Default, Mandatory Prepayment Event or Potential Mandatory Prepayment 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;

xix. 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; and

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

(c) Notwithstanding the foregoing, Confidential Information made available to Recipient pursuant to this Agreement shall not include any such Confidential Information consisting of AP1000 engineering or design or related information of Contractor, or Westinghouse, or Stone & Webster individually, not included in the public version of the AP1000 Design Control Document, including as a representative list of such information: calculations for safety-related systems and components; the Plant Design Model; instrumentation and control functional, system, software and interface requirements and functional logic diagrams; designs, design specifications and qualification reports for safety-related and non-safety related equipment; systems design and design specification documents for safety-related and non-safety related systems; design change packages, including E&DCRs; instrumentation and control architecture diagrams, software verification and validation documentation, testing procedures and test results; component data packages; fabrication and construction drawings; and final plant as-built drawings.

(d) To the extent, as a result of any request from Recipient (or a request from DOE on behalf of Recipient) to be allowed to see any Confidential Information that has been redacted under Section 2(c), OPC obtains from Contractor, or Westinghouse or Stone & Webster individually, permission to disclose such redacted Confidential Information, such Confidential Information will be disclosed by OPC to Recipient in the same manner and under the same conditions as such redacted Confidential Information has been made available by Contractor, or Westinghouse or Stone & Webster individually, to OPC.

3. In connection with Recipient's participation in providing the technical advisory and support services to the DOE under the Contract in connection with the Project (the "Purpose"):

A. Recipient acknowledges OPC may not disclose Confidential Information included in the Documents until and unless the persons to whom such Confidential Information is disclosed agree to keep such information, terms and conditions confidential as provided herein and only to use such Confidential Information for the Purpose. Recipient by this Agreement agrees to keep the Confidential Information contained therein confidential, subject to the terms of this Agreement.

B. Recipient hereby acknowledges, agrees and understands that the Confidential Information is confidential and proprietary business, technical and financial information of OPC, Westinghouse and/or Stone & Webster, and the disclosure of Confidential Information could cause substantial harm to the competitive and commercial interests of OPC and Contractor, or Westinghouse, or Stone & Webster individually.

C. Recipient hereby agrees and confirms that, pursuant to Article 3.A. above, 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 as provided in this Article 3.C.

(1) Specifically, Recipient will not disclose nor release any Confidential Information obtained in the course of review of the Documents to anyone, either during or after the period of performance of the Contract, other than:

(a) individuals within Recipient's organization who are directly concerned with the performance of the Contract and the Purpose, and who have executed a nondisclosure and non-use agreement in substantially the same form of this Agreement, or who are secretarial or word processing personnel to whom Recipient has provided the Confidential Information solely for the purpose of Recipient's performance of the Contract and the Purpose and who are under the same obligations of confidentiality and nonuse as the Recipient;

(b) 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, designated in writing, including by e-mail, by an attorney in the DOE, provided (1) such individual employees of the United States' government have confirmed to Recipient in writing, including by e-mail, that they have a need to know such Confidential Information in connection with their work in relation to the DOE Borrowers' DOE Loan Guarantees for the Project;

(c) with respect to any such Confidential Information obtained in the course of review of the Documents listed in items (i) through (v) and (xiii) through (xx) of Article 2(b), to attorneys at Chadbourne & Parke LLP or Hunton & Williams LLP who have confirmed to Recipient in writing, including by email, that they have entered into a confidentiality agreement with OPC on terms similar to this Agreement with respect to such Documents; and

(d) as required by law, including without limitation pursuant to direction or an order from a court or federal office (e.g., the Government Accountability Office) of competent jurisdiction, provided that Recipient shall follow the procedure set out in Article 8 below.

(2) For any such disclosure described in this Article 3, Recipient shall minimize the amount of Confidential Information disclosed to only the Confidential Information that Recipient in good faith and in its discretion believes is required to be disclosed and shall reasonably cooperate with OPC or Contractor, or Westinghouse or Stone & Webster individually, in any efforts that OPC or Contractor, or Westinghouse or Stone & Webster individually, may take to limit disclosure of the Confidential Information.

(3) Recipient warrants that it is not included in any United States Government published list of persons or entities whose export or import privileges are in any way restricted. Recipient warrants that it shall not disclose any Confidential Information to any third parties if such third party is, at the time of the disclosure, included in any United States Government published list of persons or entities whose export or import privileges are in any way restricted. Recipient acknowledges that Confidential Information may be subject to one or more of the U.S. Government export control laws

and regulations, including without limit the U.S. Export Administration Regulations (EAR), and the regulations of the U.S. Department of Energy at 10 CFR Part 810. Accordingly, Recipient shall not transfer or disclose, or permit the transfer or disclosure in any medium, Confidential Information received under this Agreement to: (i) any person that is not a citizen, national, permanent resident alien or "Protected Person" of the United States; (ii) any foreign country; or (iii) any legal entity organized under the laws of a country other than the United States, including without limit its employees, directors, owners, affiliated companies, or agents and representatives, without specific authorization from OPC and Westinghouse and only in accordance with applicable U.S. Government export control regulations.

4. OPC makes no representation whatsoever (and none is to be implied or relied upon by Recipient) as to the sufficiency or accuracy of the Confidential Information provided hereunder, the ability of Recipient to use the Confidential Information for its intended purpose, or the result to be obtained therefrom. GPC covenants that the Documents that OPC shall make available to the Recipient for its review shall be a true, correct and complete copy of the Documents as of the time that OPC makes the Documents available to the Recipient.

5. Recipient hereby accepts responsibility for its own acts. To the extent that OPC, Westinghouse or Stone & Webster suffers any damage as a result of either (a) Recipient's publication or disclosure of the Confidential Information in any way whatsoever to any unauthorized person or (b) the use of the Confidential Information by Recipient, Recipient shall be liable for any and all actual damages suffered by OPC, Westinghouse and/or Stone & Webster as a result of such unauthorized publication, disclosure or use, not to exceed \$3,500,000. In addition, Recipient acknowledges that OPC, Westinghouse, and/or Stone & Webster may suffer irreparable harm as a result of Recipient's actions under either (a) or (b) herein above, and Recipient hereby agrees that OPC, Westinghouse and/or Stone & Webster shall be entitled to seek an injunction or other equitable relief should such action be taken by Recipient. For purposes of this Article 5 and Article 8 below, Westinghouse and/or Stone & Webster shall be considered third party beneficiaries hereunder.

6. Recipient further agrees that Recipient will not have the right to receive electronic or hard copies of such Documents under this Agreement, but will be entitled to review the Documents from time to time during the term of Recipient's services under the Contract in the offices of GPC in Atlanta, GA or at the Vogtle 3 & 4 Project site in Waynesboro, GA upon reasonable notice to GPC and Contractor.

7. OPC acknowledges that in the performance of the Contract, Recipient is required to undertake a review of the Documents and may be required to prepare written summaries of Documents or analyses of the information contained therein for review by DOE and such individuals as set forth in Article 3.C(1)(b) and/or Article 3.C(1)(c) above. In Recipient's review of the Documents, Recipient shall be entitled to prepare such written notes and analyses as Recipient shall deem appropriate for purposes of preparing such summaries or analyses. All such written summaries, notes and analyses shall contain a prominent statement on the cover page stating the following: "This document contains Confidential Information of OPC, Westinghouse, Stone & Webster, and/or their partners and suppliers." No such summary, note or analysis, nor

any excerpt thereof, shall be disclosed by Recipient to any third party except as provided in Article 3.C above.

8. If Recipient is notified that it is required by law, including without limitation pursuant to direction or an order from a court or federal office (e.g., the Government Accountability Office) of competent jurisdiction (including by oral questions, interrogatories, subpoena, government investigative demand or similar process) to release Confidential Information, upon Recipient’s receipt of any such notice, Recipient shall provide prompt written notice thereof to OPC, Westinghouse and Stone & Webster, by email, fax or overnight courier at their respective addresses below or such other addresses as they may notify to Recipient in writing from time to time, so as to allow OPC or Contractor, or Westinghouse or Stone & Webster individually, 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). 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 OPC and Westinghouse, shall disclose only the minimum amount of Confidential Information that Recipient in good faith and in its discretion believes is legally required.

If to Westinghouse:

Westinghouse Electric Company LLC
1000 Westinghouse Drive
Cranberry Township, Pennsylvania 16066
Attention: Frank G. Gill
Commercial Director, Vogtle 3 & 4 Project
Facsimile: 1-724-940-8502
Email: gillfg@westinghouse.com

With a copy to:

Westinghouse Electric Company LLC
1000 Westinghouse Drive
Cranberry Township, Pennsylvania 16066
Attention: Sr. Vice President & General Counsel
Facsimile: 1-724-940-8508
Email: sweenemt@westinghouse.com

If to Stone & Webster:

Stone & Webster, Inc.
128 South Tryon Street
Charlotte, NC 28202
Attention: Senior Associate General Counsel
Facsimile: (704) 331-6001
Email: Mark McKain@cbi.com

With a copy to:

Stone & Webster, Inc.
100 Technology Center Drive
Stoughton, Massachusetts 02072
Attention: Nuclear Division Counsel
Facsimile: 617-589-7575
Email: Ken.Jenkins@cbi.com

9. Recipient acknowledges that the Confidential Information will only be utilized in accordance with the task or subtask assignment pursuant to the Contract for the Purpose and acknowledges that the disclosure of this Confidential Information is otherwise restricted by OPC as submitter.

10. 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.

ACCEPTED AND AGREED

By: _____
Name:
Title:
Date:

Address for Notices:

E-mail:
Phone:
Fax:

ACKNOWLEDGED AND AGREED

OGLETHORPE POWER CORPORATION (AN ELECTRIC MEMBERSHIP CORPORATION)

By: _____
Name:
Title:
Date:

Address for Notices:

Oglethorpe Power Corporation
2100 East Exchange Place
Tucker, Georgia 30034-5336
Attention: Chief Financial Officer
Fax: 770-270-7977
Email: betsy.higgins@opc.com

With a copy to:

Oglethorpe Power Corporation
2100 East Exchange Place
Tucker, GA 30084-5336
Attention: General Counsel
Fax: 770-270-7977
E-mail: annalisa.bloodworth@opc.com