

CONFIDENTIAL AND PROPRIETARY

AFFECTED SYSTEM AGREEMENT

BETWEEN

AND

GEORGIA TRANSMISSION CORPORATION
(AN ELECTRIC MEMBERSHIP CORPORATION)

FOR THE _____ PROJECT

AFFECTED SYSTEM UPGRADES AT THE

AS-____

_____, 20____

AFFECTED SYSTEM AGREEMENT

THIS AFFECTED SYSTEM AGREEMENT is made effective as of the ____ day of _____, 20__ (the “Effective Date”) by and between _____, LLC, a limited liability company organized and existing under the laws of the State of _____ (“Generator”), and Georgia Transmission Corporation (An Electric Membership Corporation), an electric membership corporation organized and existing under the laws of the State of Georgia (hereinafter each referred to individually as a “Party” and collectively as “the Parties”).

WITNESSETH:

WHEREAS, Generator intends to own and operate a _____ MW generating facility located in _____ County, Georgia (herein referred to as “Generator Facilities”);

WHEREAS, Generator has requested, and _____ has agreed, to interconnect its Generator Facilities with facilities owned by _____ (“Transmission Provider”) and Generator will interconnect to the Integrated Transmission System (“ITS”) through the Transmission Provider (the “Generator Interconnection”);

WHEREAS, GTC owns transmission lines and facilities in Georgia and Florida (“GTC System”), some of which are interconnected directly to the Transmission Provider;

WHEREAS, GTC and the Transmission Provider have determined that the interconnection of the Generator Facilities will have certain negative effects on the GTC System (each such effect, an “Adverse System Impact”) and that additions, modifications, and upgrades must be made to the GTC System to accommodate the Generator Interconnection so as to avoid compromising the safety and reliability of the electric system;

WHEREAS, Generator has requested and GTC has agreed to enter into this Agreement for the purpose of facilitating the interconnection of the Generator through additions, modifications, and/or upgrades to the GTC System (“Affected System Upgrades”);

WHEREAS, Generator desires to provide, and GTC desires to obtain, payment to fully compensate GTC for all Affected System Upgrades required by GTC to accommodate the Generator;

NOW, THEREFORE, for and in consideration of the premises, the mutual promises and agreements set forth herein and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, Generator and GTC each intending to be legally bound, hereby agree as follows:

ARTICLE I - DEFINITIONS

Whenever used in this Agreement and Appendices hereto, the following terms shall have the following meanings:

- 1.1 Adverse System Impact – the negative effects due to technical or operational limits on conductors or equipment being exceeded that may compromise the safety and reliability of the electric system.
- 1.2 Agreement – this Affected System Agreement made effective as of the Effective Date between Generator and GTC, including all appendices hereto, as amended or modified in accordance with the terms of this Agreement and which are made a part hereof for all purposes.
- 1.3 Affected System – GTC System which is adversely affected by the proposed generation interconnection and interconnection requests between Generator and the Transmission Provider.
- 1.4 Affected System Upgrades – the additions, modifications, and upgrades to the GTC System set forth in Appendix A of this Agreement, which are required in order to accommodate the Generator Interconnection and mitigate the Adverse System Impacts, as explained in the Facilities Study.
- 1.5 Event of Default – has the meaning set forth in Section 6.2.
- 1.6 Effective Date – the date specified in the first paragraph of this Agreement.
- 1.7 Facilities Study – The study performed by GTC that analyzes the impact on the ITS and the GTC System of interconnecting the Generator Facilities with the Transmission Provider System and identifies required mitigation for such impacts.
- 1.8 Force Majeure – the occurrence or non-occurrence of any act or event that could not reasonably have been expected and avoided by the exercise of due diligence and foresight and such act or event is beyond the reasonable control of the affected Party relying thereon as justification for its not performing an obligation or complying with any condition required of such Party (or such Party’s contractors, subcontractors or agents) pursuant to this Agreement.
- 1.9 Generator – the entity identified in the first paragraph of this Agreement, including without limitation its employees, agents and permitted successors and assigns.
- 1.10 Generator Facilities – has the meaning set forth in the recitals.
- 1.11 Generator Facilities Site – the tract of land located in _____ County, Georgia upon which the Generator Facilities are to be constructed.
- 1.12 Generator Interconnection – has the meaning set forth in the recitals.
- 1.13 Governmental Authority – any local, state, regional, federal or national administrative, legal, judicial or executive agency, commission, department or other governmental entity.
- 1.14 Good Utility Practice – any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry during the relevant

- time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method or act to the exclusion of all others, but rather to be a spectrum of acceptable practices, methods or acts generally accepted in the region.
- 1.15 GTC – Georgia Transmission Corporation (An Electric Membership Corporation), an electric membership corporation organized and existing under Title 46 of the Official Code of Georgia Annotated, or its designated agent.
 - 1.16 GTC System – the GTC-owned electric system facilities.
 - 1.17 GTC Work – all services and work performed by GTC or its agents or contractors to satisfy GTC’s obligations under this Agreement.
 - 1.18 In-Service Date – the date upon which the Affected System Upgrades are complete and ready for service.
 - 1.19 Integrated Transmission System or ITS – The aggregate transmission facilities as described in the Integrated Transmission System Agreement (“ITSA”, as available from GTC upon request), not limited however to purely the Transmission Provider’s facilities and the GTC System.
 - 1.20 Integrated Transmission System Agreement or ITSA – The Revised and Restated Integrated Transmission System Agreement between GTC (as assignee of Oglethorpe Power Corporation) and Georgia Power Company, dated as of November 12, 1990, and accepted for filing by FERC in Georgia Power Company, Dkt. No. ER91-171-000, 57 FERC ¶ 61,087, order on reh’g, 57 FERC ¶ 61,353 (1991), as the same may be amended, supplemented or substituted by the parties to such agreement from time to time, or a successor agreement or future arrangement affecting the operation of the ITS.
 - 1.21 Party – Shall mean a party to this Agreement, as named in the preamble above, and “Parties” shall mean both such parties.
 - 1.22 RUS – The Rural Utilities Service of the United States Department of Agriculture, or any Governmental Authority succeeding to the power and function thereof. 1.23 Transmission Provider System – Transmission Provider owned electric system facilities.

ARTICLE II - TERM OF AGREEMENT

- 2.1 Term – This Agreement shall bind the Parties as of the Effective Date, subject to and in accordance with the terms and conditions of this Agreement, and shall remain in effect for an initial term of thirty (30) years from the Effective Date (the “Initial Term”), unless earlier terminated pursuant to the terms hereof.
- 2.2 Extension - Upon the request of either Party, GTC and Generator shall negotiate in good faith to extend this Agreement beyond the Initial Term upon terms then reasonably acceptable to both Parties.

ARTICLE III – AFFECTED SYSTEM UPGRADES

3.1 Affected System Upgrades

3.1.1 GTC shall design, procure, construct, install, and own the Affected System Upgrades.

3.1.2 Generator shall reimburse GTC for all costs of the design, procurement, construction and installation of the Affected System Upgrades pursuant to Section 3.1, and all related costs and expenses, including but not limited to, all legal, administrative, accounting and other costs that GTC would not have incurred but for the Generator Interconnection to the Transmission Provider (which is interconnected with the ITS and the GTC System). GTC shall bill Generator for such costs in accordance with Section 9.1, and Generator shall be responsible for payment in accordance with Section 9.1 of this Agreement for all GTC Work. GTC shall perform all GTC Work in accordance with Good Utility Practice.

3.2 Right to Cost Information – Generator shall have the right to receive all information about the costs under this Agreement as it shall reasonably request with respect to the GTC Work, provided, however that GTC need not produce any such information in a form other than that maintained in the ordinary course of its business in accordance with applicable accounting regulations.

3.2.1 Availability of Records - For a period of 180 days after Generator's receipt of any invoice or adjustment to any invoice from GTC for charges incurred under this Agreement, Generator, or any third party representative of Generator reasonably acceptable to GTC, shall have the right upon at least five (5) Business Days prior written notice, at Generator's sole expense and during normal working hours, to examine copies of the records of GTC to the extent reasonably necessary to verify the accuracy of any charge(s) related to such invoice. Notwithstanding the foregoing, GTC shall only be obligated to provide such records to the extent legally permissible and so long as Generator and any third party representative of Generator agree to maintain the confidentiality of any records provided by GTC with respect to such audit. In the event an audit is requested by Generator with respect to such records and those records cannot be disclosed to Generator as a result of an existing GTC confidentiality obligation, then to the extent legally permissible, the Parties shall select an independent auditor to perform the audit consistent with the Parties' rights under this Agreement and with such confidentiality arrangements as may be required. Generator, as the Party requesting the audit, shall pay all costs for any independent auditor retained in accordance with this Section 3.2.1.

ARTICLE IV – RESERVED

ARTICLE V - FACILITY AND EQUIPMENT DESIGN AND CONSTRUCTION

The Affected System Upgrades shall meet all requirements of applicable safety

and/or engineering codes, and further, shall meet all requirements of any Government Authority having jurisdiction over such matters. Affected System Upgrades are consistent with operational control, reliability and/or safety standards or requirements of the GTC System.

ARTICLE VI - RIGHT TO TERMINATE

6.1 Right of Generator to Terminate

6.1.1 Notwithstanding any other provision of this Agreement, Generator may decide not to interconnect the Generator Facilities with the Transmission Provider as contemplated by this Agreement and may terminate this Agreement by providing written notice of termination to GTC at any time prior to the In-Service Date, provided that such termination is not effective until the Generator pays to GTC, pursuant to Section 9.1, all costs and fees that GTC has incurred or will incur prior to or due to the termination for the GTC Work under this Agreement. GTC will use commercially reasonable efforts to mitigate the costs, damages and charges arising as a consequence of termination.

6.1.2 On or after the In-Service Date, in the event of the termination of the interconnection agreement between the Generator and the Transmission Provider entered in order to effectuate the interconnection described in the Recitals, the Generator may terminate this Agreement by giving GTC thirty (30) calendar days advance written notice of the termination of the interconnection agreement and Generator's election to terminate this Agreement;

6.1.2.1 The Generator shall be responsible for and pay to GTC all costs incurred by GTC for the GTC Work and any cancellation, penalty or similar costs relating to the cancellation of orders or contracts incurred by GTC because of Generator's decision to terminate this Agreement;

6.1.2.2 In the event of termination under this provision, the Parties shall use commercially reasonable efforts to mitigate the costs, damages and charges arising as a consequence of termination.

6.2 Right of GTC to Terminate – GTC shall have the right to terminate if an Event of Default has not been cured within the time periods set forth in Section 6.2.2.

6.2.1 Event of Default – An Event of Default shall mean:

- (a) Breach of the payment obligation by Generator pursuant to Section 9.3.
- (b) Breach of any other material obligation of Generator under this Agreement.

If an Event of Default is not cured within the time periods under Section 6.2.2, GTC may take actions to terminate this Agreement, the Affected System Upgrades and all related services under this Agreement.

- 6.2.2 Right to Cure – For defaults under Section 6.2.1(a), Generator shall have thirty (30) days from the first day of notice by GTC of the default to cure the default. For defaults of Generator under Section 6.2.1(b), Generator shall have sixty (60) days from the first day of notice by GTC of the default to cure such default. GTC shall provide Generator with notice pursuant to Section 15.7 of such defaults within a reasonable time after GTC becomes aware that the default has occurred.

ARTICLE VII – OPERATION AND MAINTENANCE

GTC shall provide or cause to be provided operation and maintenance services with regard to the Affected System Upgrades (Appendix A, 1. Description), and Generator agrees to pay for all such costs associated with such operation and maintenance services pursuant to Section 9.1.

ARTICLE VIII – INFORMATION REPORTING AND CONFIDENTIALITY

- 8.1 Information Reporting Obligations – Each Party shall, in accordance with Good Utility Practice, promptly provide to the other Parties all relevant information, documents or data regarding the Party’s facilities and equipment which may reasonably be expected to pertain to the reliability of the other Party’s facilities and equipment and which has been reasonably requested by the other Party.
- 8.2 Confidentiality – Confidential Information shall include, without limitation, all information relating to a Party’s technology, research and development, business affairs, and enterprise, and any information supplied by a Party to another Party prior to the execution of this Agreement. Information is Confidential Information only if it is clearly designated or marked in writing as confidential on the face of the document, or, if the information is conveyed orally or by inspection, if the Party providing the information orally informs the Party receiving the information that the information is confidential. Confidential information shall be maintained as confidential and shall not be disclosed (except as may be required by law, regulation, court of competent jurisdiction or Governmental Authority), except that (a) GTC may disclose confidential information to transmission owners as may be needed for reliable operation of the electric system, and (b) the Generator may disclose Confidential Information to the Transmission Provider, lenders or potential lenders, and investors or potential investors.
- 8.2.1 Term. During the term of this Agreement and for a period of three (3) years after the expiration or termination of this Agreement, except as otherwise provided in this Section 8.2.
- 8.2.2 Rights. Each Party retains all rights, title and interest in the Confidential Information that it discloses to the receiving Party. The disclosure by a party to the receiving Party of Confidential Information shall not be deemed a waiver by the disclosing Party or any other person or entity of the right to protect the Confidential Information from public disclosure.
- 8.2.3 No Warranties. By providing Confidential Information, no Party makes any warranties or representations as to its accuracy or completeness.

ARTICLE IX - BILLING AND PAYMENT AND CREDITWORTHINESS

- 9.1 **Billing Procedures** – Within thirty (30) days after the first day of each month, GTC shall submit an invoice to Generator for the charges for all costs that have not otherwise been reimbursed by Generator for the construction and installation of the Affected System Upgrades, and all other costs arising under this Agreement. The invoice shall be paid by Generator no later than twenty (20) days from the date of the invoice (the “Payment Due Date”). All payments shall be made in immediately available funds payable to GTC, or by electronic funds (fed wire or ACH or similar electronic transfer means approved by GTC) to a designated bank account named by GTC. GTC’s current designated bank account information is listed on Appendix B.
- 9.2 **Interest on Unpaid Balances** – In addition to any other rights or remedies, legal or equitable, available to GTC, interest on any unpaid amounts (other than on amounts paid in escrow under Section 9.3) shall be charged up to the maximum rate allowable under applicable Georgia law (O.C.G.A. Section 7-4-2 (a)(1), as amended). Interest on delinquent amounts shall be calculated from the due date of the bill to the date of payment. When payments are made by mail, bills shall be considered as having been paid on the date of receipt by GTC.
- 9.3 **Generator Payment Default** – In the event Generator fails for any reason to make payment to GTC on or before the Payment Due Date, an Event of Default by Generator under Section 6.2.1(a) shall be deemed to exist. In the event of a billing dispute between GTC and Generator, GTC will continue to provide all services under this Agreement as long as Generator tenders all payments in dispute to an independent escrow account in joint legal title of Generator and GTC at a mutually agreed financial institution pending resolution of the dispute. The interest earned on the escrow account shall be the only interest paid by either Party on unpaid balances while the funds are in escrow.
- 9.4 **Creditworthiness Procedures** – For the purpose of determining the ability of the Generator to meet its obligations related to this Agreement after the In-Service Date, GTC may require reasonable credit review of the Generator. GTC’s Creditworthiness Procedures are posted on GTC’s OASIS website: (<http://www.oasis.oati.com/gtc>) in GTC’s Transmission Service Tariff.

ARTICLE X - RESERVED

ARTICLE XI - FORCE MAJEURE, INDEMNIFICATION AND LIMITATION ON LIABILITY

- 11.1 **Force Majeure** – Neither GTC nor Generator will be considered in default as to any obligation under this Agreement if prevented from fulfilling the obligation due to an event of Force Majeure. However, a Party whose performance under this Agreement is hindered by an event of Force Majeure shall make all reasonable efforts to perform its obligations under this Agreement. In no case shall a Force Majeure event excuse any payment obligation of Generator pursuant to this Agreement.

- 11.2 Indemnification – Generator shall at all times indemnify, defend and save GTC harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demands, suits, recoveries, costs and expenses, court costs, attorney fees and all other obligations by or to third parties, arising out of or resulting from GTC’s performance of its obligations under this Agreement on behalf of Generator, except in cases of negligence or intentional wrongdoing by GTC. GTC shall give Generator reasonable prior notice and an opportunity to participate in the defense of such claim.
- 11.3 Limitation on Liability – Neither Party shall be liable to the other for any indirect, incidental, consequential, punitive, multiple, exemplary damages or lost profits arising out of, due to, or in connection with either Party’s performance or nonperformance under this Agreement, or any of its obligations herein, whether based on contract, tort, strict liability, warranty or otherwise; provided, however, that nothing in this Section 11.3 shall limit or otherwise affect GTC’s rights under Section 11.2 of this Agreement.

ARTICLE XII - REPRESENTATIONS AND WARRANTIES

- 12.1 Generator’s Representations and Warranties – Generator represents and warrants that:
- 12.1.1 It is validly existing and in good standing under the laws of the State of its incorporation, as set forth in the first paragraph of this Agreement, and that it has all requisite power and authority to carry on the business to be conducted by it and to enter into this Agreement and shall maintain such status during the term of this Agreement. The execution and delivery of this Agreement and the performance of Generator’s obligations hereunder have been duly authorized by appropriate Generator executive authority.
- 12.1.2 There is no threatened or pending action or proceeding affecting Generator before any court, governmental agency or arbitrator that could reasonably be expected to materially adversely affect the financial condition or operations of Generator in a manner that would impair the ability of Generator to perform its obligations hereunder or that purports to affect the legality, validity or enforceability of this Agreement.
- 12.2 GTC’s Representations and Warranties – GTC represents and warrants that:
- 12.2.1 It is an electric membership corporation duly organized, validly existing and in good standing under the laws of the State of Georgia and has all requisite corporate power and authority to carry on the business presently conducted by it and to enter into this Agreement and shall maintain such status during the term of this Agreement. The execution and delivery of this Agreement and the performance of GTC’s obligations hereunder have been duly authorized by GTC and all necessary actions to consummate the transactions and actions contemplated hereunder have been taken.
- 12.2.2 It has taken, or will take at the appropriate time, all necessary steps to obtain approval, if necessary, of this Agreement by RUS.

- 12.3 Representation of Both Parties – The representations and warranties in Section 12.1 and 12.2 shall continue in full force and effect for the term of this Agreement.

ARTICLE XIII - ASSIGNMENT

- 13.1 Consent to Assignment – Except as set forth in Section 13.2, neither Party shall voluntarily assign its rights nor delegate its duties under this Agreement, or any part of such rights or duties, without the written consent of the other Party, which consent shall not be unreasonably withheld. Any assignment or delegation made without such required written consent shall be null and void. In addition, notwithstanding the foregoing, (i) GTC may assign this Agreement without prior written consent of Generator to any wholly owned direct or indirect subsidiary of GTC or to any successor affiliate corporation thereof, provided that such assignee owns the portion of the GTC System to which the GTC Work relates and (ii) Generator may assign this Agreement without prior written consent of GTC to any wholly owned direct or indirect subsidiary of Generator that will own the Generator Facilities.
- 13.2 Assignment to Facilitate Financing – Notwithstanding the provisions of Section 13.1, Generator may assign this Agreement to the persons, entities or institutions providing financing or refinancing for the acquisition, development, design, construction or operation of the Generator Facilities and if Generator provides notice thereof to GTC, GTC shall provide notice and reasonable opportunity for such lenders to cure any default under this Agreement, provided, however, that the time to cure shall not be any greater than the time set forth in Section 6.2.2 hereof. If Generator makes such an assignment under this Section 13.2, Generator shall provide written notice to GTC within ten (10) days. Such notice shall include for such financing entity the information required under Section 15.7. GTC shall provide notice of any breaches or defaults to the financing entity at the same time pursuant to the terms of this Agreement. In the event of any foreclosure by such financing entity, the purchasers at such foreclosure or any subsequent purchaser shall, if they request, be entitled to the rights and benefits of (and be bound by the obligation and responsibility of) this Agreement, so long as they are determined by GTC to be an entity entitled to interconnect to the Transmission Provider, and agree to comply with all terms and conditions of this Agreement.
- 13.3 Successors and Assigns – Notwithstanding the foregoing, the provisions of this Agreement shall inure to the benefit of, and shall bind, the heirs, executors, administrators, successors and assigns of the respective Parties.

ARTICLE XIV - TAXES

- 14.1 Generator Payments Not Taxable – The Parties intend that all payments or property transfers made by Generator to GTC for the installation of the Affected System Upgrades shall be non-taxable, either as contributions to capital, or as an advance, in accordance with the Internal Revenue Code and any applicable state income tax laws and shall not be taxable as contributions in aid of construction or otherwise under the Internal Revenue Code and any applicable state income tax laws.

- 14.2 Taxes Other Than Income Taxes – Upon the timely request by Generator, and at Generator’s sole expense, GTC may appeal, protest, seek abatement of, or otherwise contest any tax (other than federal or state income tax) asserted or assessed against GTC for which Generator may be required to reimburse GTC under the terms of this Agreement. Generator shall pay to GTC on a periodic basis, as invoiced by GTC, GTC's documented reasonable costs of prosecuting such appeal, protest, abatement, or other contest. Generator and GTC shall cooperate in good faith with respect to any such contest. Unless the payment of such taxes is a prerequisite to an appeal or abatement or cannot be deferred, no amount shall be payable by Generator to GTC for such taxes until they are assessed by a final, non-appealable order by any court or agency of competent jurisdiction. In the event that a tax payment is withheld and ultimately due and payable after appeal, Generator will be responsible for all taxes, interest and penalties, other than penalties attributable to any delay caused by GTC.14.3 Tax Status – Each Party shall cooperate with the other to maintain the other Party's tax status. Nothing in this Agreement is intended to adversely affect GTC's tax exempt status with respect to the issuance of bonds including, but not limited to, local furnishing bonds.

ARTICLE XV - OTHER PROVISIONS

- 15.1 Governing Law – This Agreement and the rights and duties of the Parties arising out of this Agreement shall be governed by, construed, enforced and performed in accordance with the applicable laws of the State of Georgia without regard to principles of conflicts of law.
- 15.2 Headings Not Affecting Meaning – The descriptive headings of the various Sections and Articles of the Agreement have been inserted for convenience of reference only and shall in no way modify or restrict any of the terms and provisions hereof.
- 15.3 Amendments – This Agreement may be amended by and only by a written instrument duly executed by each of the Parties hereto.
- 15.4 Waiver – Any waiver at any time by either Party of its rights with respect to a default under this Agreement, or with respect to any other matters arising in connection with this Agreement, shall not be deemed a waiver with respect to any subsequent default or other matter.
- 15.5 Good Utility Practice(s) – GTC and Generator shall discharge their respective obligations under this Agreement in accordance with Good Utility Practice(s).
- 15.6 Cooperation – Each Party to the Agreement shall reasonably and timely cooperate with the other as to all aspects relating to the performance of their respective obligations under the Agreement, in accordance with the terms hereof.
- 15.7 Notices – Any notice, demand or request required or permitted to be given by either Party to the other and any instrument required or permitted to be tendered or delivered by either Party to the other may be so given, tendered or delivered, as the case may be, by depositing the same in any United States Post Office Box with postage prepaid, for transmission by certified or registered mail, addressed to the Party, or personally delivered to the Party by hand or overnight delivery service, or

by facsimile transmission followed by one of the preceding forms of delivery at the address set out below or such other address identified by the Party to the other Party in writing:

To GTC: Georgia Transmission Corporation
2100 East Exchange Place
Tucker, Georgia 30084
Attention: _____
Manager, System Services
Phone: 770-270-_____
Fax: 770-270-_____
Email: _____@gatrans.com

To Generator: _____

Phone: _____
Fax: _____
Email: _____

- 15.8 RUS Approval – The effectiveness of this Agreement shall be dependent upon obtaining approval, if necessary, of RUS or of any other Governmental Authority having jurisdiction.
- 15.9 Non-liability for Certain Costs – GTC shall not be liable for any costs or damages due to the inability of Generator or its designated representatives to obtain any licenses or permits relating to Generator’s responsibilities under this Agreement required by any Governmental Authority having jurisdiction over such matters.
- 15.10 Disclaimer – EXCEPT AS EXPRESSLY SET FORTH HEREIN, GTC EXPRESSLY NEGATES ANY REPRESENTATION OR WARRANTY, WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY WITH RESPECT TO CONFORMITY TO MODELS OR SAMPLES, OR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.
- 15.11 Whole Agreement – This Agreement constitutes the entire agreement and understanding between the Parties hereto with reference to the subject matter hereof and supersedes all prior oral and written understandings and agreements between the Parties. No change or modification as to any of the provisions hereof shall be binding on either Party unless reduced to writing and approved by the authorized officer or agent of Generator and GTC. The terms and conditions of this Agreement and every Appendix referred to herein shall be amended, as agreed to by the Parties, to comply with changes or alterations made necessary by a valid applicable order of any Governmental Authority, or any court, having jurisdiction hereof. This Agreement may be executed in multiple original counterparts and any counterpart hereof having attached thereto the signatures of both Parties hereto (whether on one page or on separate pages) shall be deemed a fully executed original.

- 15.12 Independent Contractor Status – Nothing in the Agreement shall be construed as creating any relationship between Generator and GTC other than that of an independent contractor.
- 15.13 No Presumptions – This Agreement shall be construed without regard to any presumption or other rule requiring construction against the Party causing this Agreement to be drafted.
- 15.14 No Third Party Beneficiaries – This Agreement is for the sole benefit of the Parties hereto and no other person or entity shall be entitled to rely upon or receive any benefit from this Agreement or any provision hereof.
- 15.15 Invalidity – If any provisions of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.
- 15.16 Appendices – The Appendices to this Agreement may need revision after the Effective Date, and the Parties will use reasonable efforts to complete such revision if necessary as soon as practicable. Upon the completion of any such revision by a Party after the date hereof, the relevant Appendices shall be delivered to the other Party for its review and approval, which is not to be unreasonably withheld or delayed.
- 15.17 Conflicts – In the event of a conflict between the body of this Agreement and any attachment, appendix, or exhibit hereto, the terms and provisions of the body of this Agreement shall prevail and be deemed to be the final intent of the Parties.
- 15.18 Survival – Upon the expiration or termination of this Agreement, the following Sections shall survive the expiration or termination of this Agreement, as indicated: (i) Article IX shall continue to the extent necessary to provide for billings and payments for all costs incurred hereunder, so long as the Generator Facilities remain interconnected to the Transmission Provider, and any final billings and payments pursuant to any termination of this Agreement; (ii) Section 3.2.1, in accordance with its terms; (iii) Article VIII, in accordance with its terms; and (iv) Sections 3.1.2, 11.2, 11.3, 15.1, 15.9, and Article XIV to the extent that GTC is at risk for any liabilities, claims, or damages that arise with respect to the period prior to termination.

This Agreement includes the following appendices which are attached and incorporated herein:

- Appendix A – Affected System Upgrades
- Appendix B – Billing and Payment Information

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed by their duly authorized officers effective as of the day and year first written above.

(Generator)
_____, LLC

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

Georgia Transmission Corporation

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

APPENDIX A
AFFECTED SYSTEM UPGRADES

1. DESCRIPTION

1.1 _____

1.2 _____

2. COST RESPONSIBILITY:

Cost responsibility is assigned to Generator and is described in Article III and IX of this Agreement. The total project cost is estimated at _____:

The draw schedule is based on the proposed project schedule; payment is due 10 days from the invoice date.

<u>Invoice Date</u>	<u>Payment</u>
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TOTAL	\$ _____
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3. ANTICIPATED COMPLETION DATE AND OTHER RELEVANT FACTORS:

The anticipated In Service Date is _____, subject to receipt of the initial payment set forth in the proposed project schedule. The completion date is based on the proposed project schedule and associated invoice dates above. Any delay of the payment by Generator will delay the completion date accordingly.

The aforementioned costs are estimates only based on the scope of work set before GTC at the time of this estimate. These estimates are not binding. GTC may review the dates and amounts of the draw schedule to reflect changes to the project schedule and cost elements. The Generator will be fully responsible for the actual costs. Every effort has been made to make the cost estimate accurate; however, GTC cannot guarantee the accuracy of the estimate. Also provided is the anticipated completion date. The date is not guaranteed. GTC will use commercially reasonable efforts to complete the Affected System Upgrades by the anticipated completion date set forth above.

4. DIAGRAMS

**Exhibit 1 of Appendix A
In Service Date**

[Date]

To Generator: _____

Re: Notice of Affected System Upgrades In Service for _____
Generating Facility (AS-____)

Dear _____:

On **[Date]** **GTC** has completed installation and testing of Affected System Upgrades.

Thank you.

[Signature]

[Title]
Georgia Transmission Corporation

**APPENDIX B
BILLING AND PAYMENT INFORMATION**

ACH Credits

BANK NAME: _____

ABA NUMBER: _____
ACCOUNT NUMBER: _____
ACCOUNT TITLE: _____

Domestic Wires

BANK NAME: _____

ABA NUMBER: _____
ACCOUNT NUMBER: _____
ACCOUNT TITLE: _____