

GEORGIA TRANSMISSION CORPORATION

CONFIDENTIAL AND PROPRIETARY

FACILITIES STUDY AGREEMENT - (FSA)

BETWEEN

AND

GEORGIA TRANSMISSION CORPORATION
(AN ELECTRIC MEMBERSHIP CORPORATION)

FOR

GENERATION INTERCONNECTION (GI- _____)

Effective as of

_____, 20____

GEORGIA TRANSMISSION CORPORATION

FACILITIES STUDY AGREEMENT

This Agreement, dated _____, 20____, is entered into by and between _____ (the “Customer”) and Georgia Transmission Corporation (“GTC”), for the purpose of setting forth the terms, conditions and costs for conducting a Facilities Study (the “Study”) relative to generation interconnection request of _____ (the “Request”). The Request is to interconnect generation facilities with the GTC electric transmission system in order to provide access to the Georgia Integrated Transmission System (the “ITS”) in accordance with GTC’s rights and obligations under to the Integrated Transmission System Agreement (the “ITSA”). The Customer agrees to provide, in a timely and complete manner, all required information, and technical data necessary for GTC to conduct the Study. The Customer understands that it must provide all such information and data prior to GTC’s commencement of the Study, and to update or provide additional information as the Study progresses. The Customer further understands that GTC may share such generator data provided by Customer and the results of the Study with MEAG Power, Georgia Power Company, and Dalton Utilities in their capacity as participants in the ITS to the extent necessary to complete the Study, develop the Interconnection and Operation and Maintenance Agreement between GTC and the Customer (the “Interconnection Agreement”) related to the Request, and/or as required in order to carry out its obligations under the ITSA. The Study will determine the engineering, design, and cost of the facilities necessary to satisfy the Customer’s Request. This Agreement also includes GTC costs and fees related to developing any subsequent Interconnection Agreement. Customer’s failure to execute and return this Agreement within thirty (30) days from the date it was provided to Customer will be deemed a withdrawal and GTC will inform the Customer, in writing, that the Customer’s queue position is nullified. Any future study requests will be recognized as having a new queue date.

1. The Customer agrees to provide, in a timely and complete manner, all required information, and technical data necessary for GTC to conduct the Study. The Customer understands that it must provide all such information and data prior to GTC’s commencement of the Study, and to update or provide additional information as the Study progresses.

2. All work pertaining to the Study that is the subject of this Agreement will be approved and coordinated only through designated and authorized representatives of GTC and the Customer. All required notices, requests, or demands must be served upon the designated and authorized representatives at the addresses set out below:

For GTC: Patrick McGovern
 Manager, System Services
 Georgia Transmission Corporation
 2100 East Exchange Place
 Tucker, GA 30084
 Phone: 770-270-7940
 Fax: 770-270-7450
 Email: patrick.mcgovern@gatrans.com

For Customer: Name: _____
 Title: _____
 Company: _____
 Address: _____

 Phone: _____
 Fax: _____
 Email: _____

3. GTC has completed an Interconnection System Impact Study (the "System Impact Study") and provided the results of said study to the Customer. GTC will advise the Customer, in writing, of any additional studies or revisions to the System Impact Study as may be deemed necessary by GTC. Any such additional studies or revisions to the System Impact Study shall be conducted only if required by Good Utility Practice.
4. GTC contemplates that after receipt of an executed copy of this Agreement and all the necessary data is received, it will require ___ days to complete the Study and issue a draft Study report to the Customer. GTC will, in writing, advise the Customer of any additional time that may be necessary to complete the Study. The Study will determine (i) the Customer's appropriate share of the estimated cost of any required transmission facilities, and (ii) the estimated time required to complete such construction.
5. The Study, together with any additional studies contemplated in Section 3, shall form the basis for the Interconnection Agreement that, if executed by GTC and the Customer, will govern the Customer's proposed generation interconnection service and shall be furthermore utilized in obtaining necessary third-party approvals of any facilities. The Customer understands and acknowledges that any use of the Study results by the Customer or its agents, whether in preliminary or final form, prior to any approval needed under the ITSA between GTC and Georgia Power Company, or other approvals, is completely at the Customer's risk and GTC will not guarantee or warrant the completeness, validity or utility of Study results prior to such approval.
6. The estimated costs contained within this Agreement are GTC's good faith estimate of its costs to perform the Study contemplated by this Agreement, including the costs and fees incurred in developing the Interconnection Agreement. The actual costs charged to the Customer by GTC may change as set forth in this Agreement. Payment will be required for the actual cost of all study, analysis, and review work performed by GTC or its designated agent, all of which will be billed by GTC to the Customer in accordance with Section 7 of this Agreement.
7. The payment required from the Customer to GTC for the primary analysis, coordination, and monitoring of the Study and the development of the Interconnection Agreement is estimated to be \$_____ (the "Estimated Study Price"). The Customer shall pay GTC the Estimated Study Price in advance of GTC initiating the Study. GTC will, in writing, advise the Customer in advance of any cost increases for work to be performed if the total amount increases by ten percent (10%) or more over the Estimated Study Price. Any such changes to GTC's costs for the Study work shall be subject to the Customer's consent. The Customer shall, within thirty (30) days of GTC's notice of a cost increase,

either authorize such cost increase and make payment in the amount set forth in such notice, or GTC will suspend the Study and this Agreement will terminate immediately.

8. In the event this Agreement is terminated for any reason, GTC shall refund to the Customer the portion of the above-identified payment or any subsequent payment to GTC by the Customer that reflects amounts above those that GTC actually expended in performing its obligations under this Agreement. Any unpaid billings under this Agreement shall be charged at the maximum interest 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. Payments for work performed shall not be subject to refunding except in accordance with Section 9 of this Agreement.
9. If the actual costs and fees incurred by GTC pursuant to this Agreement to perform the Study and develop the Interconnection Agreement exceed the Estimated Study Price, the Customer shall make a payment to GTC for such actual costs and fees within thirty (30) days of the date of GTC's invoice for such costs and fees. If the actual costs and fees incurred by GTC pursuant to this Agreement are less than that of the Estimated Study Price, GTC will credit such difference toward GTC costs and fees unbilled, or in the event there will be no additional billed expenses, the amount of the overpayment will be returned to the Customer with interest. GTC shall pay whatever interest it earns, to the extent it earns any such interest, on the study deposit amount, from the date of reconciliation.
10. Within three (3) months following GTC's issuance of a final bill under this Agreement, the Customer shall have the right to audit during normal business hours, GTC's accounts and records at the offices where such accounts and records are maintained; provided, however, that written notice shall have been given five (5) business days prior to any audit and further provided that the audit shall be limited to those portions of such accounts and records that related to service under this Agreement. GTC reserves the right to assess a reasonable fee to compensate for the use of its personnel time and resources in assisting any inspection or audit of its books, records or accounts by the Customer or its designated agent.
11. Each party agrees to indemnify and hold the other party and its affiliated companies and the trustees, directors, officers, employees, and agents of each of them (collectively "Affiliates") harmless from and against any and all damages, costs (including reasonable attorneys' and consultants' fees), fines, penalties and liabilities, in tort, contract, or otherwise (collectively "Liabilities") resulting from claims of third parties arising, or claimed to have arisen, as a result of any acts or omissions the indemnifying party under this Agreement. Each party hereby waives recourse against the other party and its Affiliates from any and all Liabilities arising from damage to its property due to performance under this Agreement by GTC, except to the extent of gross negligence or intentional wrongdoing by GTC. In no case shall amounts that may be owed pursuant to this Section 11 exceed the Estimated Study Price and related costs and fees provided for in this Agreement. In addition, in no case shall any party as a result of this Section 11 be

liable to the other for any indirect, incidental, consequential, punitive, lost profits, multiple or exemplary damages that may arise under this Section 11.

12. If either party materially breaches any of the provisions of this Agreement, following a written notice to the breaching party, a thirty (30) day right to cure period shall commence upon receipt of such written notice by the non-breaching party. If the breaching party fails to cure the breach, the non-breaching party may terminate this Agreement by serving a written notice of termination with the other party to this Agreement. This remedy is in addition to any other remedies, which may be available to the injured party; provided, however, that upon termination, payment(s) for work performed pursuant to this Agreement shall not be subject to refunding except in accordance with Section 9 of this Agreement.
13. This Agreement shall be construed and governed in accordance with the laws of the State of Georgia without regard to choice of law provisions and with any other legal requirement as may be modified from time to time.
14. All amendments to this Agreement shall be in writing executed by both parties.
15. The terms and conditions of this Agreement shall be binding on the successors and assigns of either party hereto.
16. This Agreement will remain in effect for a period of up to one (1) year from its effective date, and is subject to extension by mutual agreement in writing of the parties hereto. Either party may terminate this Agreement by thirty (30) days' written notice except as otherwise provided herein. Upon termination, payment(s) for work performed pursuant to this Agreement shall not be subject to refund except in accordance with Section 9 of this Agreement.

GEORGIA TRANSMISSION CORPORATION

By: _____

Name: Keith T. Daniel

Date: _____ Title: Sr. Vice President, Transmission Policy

By: _____

Name: _____

Date: _____ Title: _____

**DATA FORM TO BE PROVIDED BY INTERCONNECTION CUSTOMER WITH THE
INTERCONNECTION FACILITIES STUDY AGREEMENT**

1. Provide location plan and simplified one-line diagram of the plant and station facilities. For staged projects, please indicate future generation, transmission circuits, etc.
2. One set of metering is required for each generation connection to the new ring bus or existing Transmission Provider station. Number of generation connections:
3. On the one line diagram indicate the generation capacity attached at each metering location. (Maximum load on CT/PT)
4. On the one line diagram indicate the location of auxiliary power. (Minimum load on CT/PT) Amps
5. Will an alternate source of auxiliary power be available during CT/PT maintenance?
_____ Yes _____ No
6. Will a transfer bus on the generation side of the metering require that each meter set be designed for the total plant generation?
_____ Yes _____ No (Please indicate on one line diagram).
7. What type of control system or PLC will be located at Interconnection Customer's Generating Facility?

8. What protocol does the control system or PLC use?

9. Please provide a 7.5-minute quadrangle of the site. Sketch the plant, station, transmission line, and property line.
10. Physical dimensions of the proposed interconnection station:

11. Bus length from generation to interconnection station:

12. Line length from interconnection station to Transmission Provider's transmission line.

13. Tower number observed in the field. (Painted on tower leg)* _____
14. Number of third party easements required for transmission lines*:
