

ATTACHMENT A

Form Of Service Agreement For Firm Point-To-Point Transmission Service

**SERVICE AGREEMENT FOR FIRM
POINT-TO-POINT TRANSMISSION SERVICE**

This Service Agreement, dated as of _____, is entered into, by and between **MEAG Power** (the "**Transmission Provider**"), and _____ ("**Transmission Customer**").

(1) The Transmission Customer has been determined by the Transmission Provider to be a Transmission Customer under Part II of the Tariff and has filed a completed Application for Firm Point-To-Point Transmission Service in accordance with Section 19.2 of the MEAG Power Open Access Transmission Tariff.

(2) The Transmission Customer has provided to the Transmission Provider an Application deposit in accordance with the provisions of Section 19.3 of the Tariff.

(3) Service under this agreement shall commence on the later of (1) the requested service commencement date, _____, or (2) the date on which construction of any Direct Assignment Facilities and/or Network Upgrades are completed. Service under this agreement shall terminate on such date as mutually agreed upon by the parties, or _____, whichever occurs first.

(4) The Transmission Provider agrees to provide and the Transmission Customer agrees to take and pay for Firm Point-To-Point Transmission Service in accordance with the provisions of Part II of the Tariff and this Service Agreement.

(5) Any notice or request made to or by either Party regarding this Service Agreement shall be made to the representative of the other Party as indicated below.

Transmission Provider:

Transmission Customer:

MEAG Power
1470 Riveredge Parkway NW
Atlanta, GA 30328

(6) The MEAG Power Open Access Transmission Tariff is incorporated herein and made a part hereof.

| _____

IN WITNESS WHEREOF, the Parties have caused this Service Agreement to be executed by their respective authorized officials.

TRANSMISSION PROVIDER:

TRANSMISSION CUSTOMER:

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

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

ATTACHMENT A-1**Form Of Service Agreement For Long-Term Firm Point-To-Point Transmission Service****SERVICE AGREEMENT FOR LONG-TERM FIRM
POINT-TO-POINT TRANSMISSION SERVICE**

This Service Agreement, dated as of _____, is entered into, by and between **MEAG Power** (the "**Transmission Provider**"), and _____ ("**Transmission Customer**").

(1) The Transmission Customer has been determined by the Transmission Provider to be a Transmission Customer under Part II of the Tariff and has filed a completed Application for Long-Term Firm Point-To-Point Transmission Service in accordance with Section 19.2 of the MEAG Power Open Access Transmission Tariff.

(2) The Transmission Customer has provided to the Transmission Provider an Application deposit in accordance with the provisions of Section 19.3 of the Tariff.

(3) Service under this agreement shall commence on the later of (1) the requested service commencement date, _____, or (2) the date on which construction of any Direct Assignment Facilities and/or Network Upgrades are completed. Service under this agreement shall terminate on such date as mutually agreed upon by the parties, or _____, whichever occurs first.

(4) The Transmission Provider agrees to provide and the Transmission Customer agrees to take and pay for Long-Term Firm Point-To-Point Transmission Service in accordance with the provisions of Part II of the Tariff and this Service Agreement.

(5) Rollover Provisions

5.1 The Transmission Provider has coordinated this grant of service with the other ITS co-owners who rely upon the same transmission facilities and independently receive requests for transmission service. Therefore, the Transmission Customer's rights to roll over this transmission service in accordance with Section 2 of the Transmission Provider's tariff, in whole or in part, is expressly conditioned upon the availability of sufficient transmission capacity after all earlier-queued competing requests for transmission service on the ITS, if any, have been accommodated.

5.2 The ITS co-owners each have unilateral rights to terminate various agreements governing the ITS provided the effective date of termination is after 12/31/2012 and five years prior notice is given. Therefore, the

Transmission Customer's right to take service under this agreement after 12/31/2012 is expressly conditioned upon Transmission Provider's continued participation in the ITS and the continued existence of the ITS in substantially the form it exists today. This Service Agreement shall not be construed to limit Transmission Provider's, or any other ITS co-owners', rights to terminate agreements governing the ITS. If agreements governing the ITS are terminated or renegotiated by one or more of the ITS co-owners, this Service Agreement shall not obligate Transmission Provider to enter a successor arrangement to the ITS or to seek any particular form of successor arrangement to the ITS.

5.3 Furthermore, the Transmission Provider may determine that insufficient capacity exists to accommodate both the future roll over by the Transmission Customer of this Service Agreement and to provide service to Transmission Customers having an earlier-queued request for transmission service or to serve MEAG Power's native load. Therefore, the Transmission Customer's right to continue to take transmission service hereunder, in whole or in part, is expressly conditioned on the availability of sufficient transmission capacity after the following Transmission Customers exercise their rights to transmission service or roll over their respective service agreements:

- 1) **MEAG Power's Official Native Load Forecast**
- 2) _____
- 3) _____
- 4) _____
- 5) _____

5.4 Upon receipt of a request from the Transmission Customer to roll over the transmission service provided under this Service Agreement, in accordance with Section 2 of the Transmission Provider's tariff, the Transmission Provider will notify the Transmission Customer which, if any, of the above listed Transmission Customers have exercised their rights to transmission service or to roll over their respective service agreements. The Transmission Provider will also notify the Transmission Customer of the amount, if any, of the transmission service that the Transmission Customer may roll over under Section 2 of the Transmission Provider's tariff. Such analysis may not be feasible until the above listed Transmission Customers exercise their respective rights to transmission service or to roll over their respective transmission service agreements. If the Transmission Customer notifies the

Transmission Provider of the Transmission Customer's intent to roll over this service agreement and the deadlines for all the above listed customers to take service have not passed, the Transmission Provider will endeavor to offer the Transmission Customer conditional service.

(6) Any notice or request made to or by either Party regarding this Service Agreement shall be made to the representative of the other Party as indicated below.

Transmission Provider:

Transmission Customer:

MEAG Power
1470 Riveredge Parkway NW
Atlanta, GA 30328

(7) The MEAG Power Open Access Transmission Tariff is incorporated herein and made a part hereof.

(8) Specifications For Long-Term Firm Point-To-Point Transmission Service:

Term of Transaction:

Start Date:

Termination Date:

Description of capacity and energy to be transmitted by Transmission Provider including the electric Control Area in which the transaction originates.

Point(s) of Receipt: _____

Delivering Party: _____

Point(s) of Delivery: _____

Receiving Party: _____

Maximum amount of capacity and energy to be transmitted (Reserved Capacity):

Designation of party(ies) subject to reciprocal service obligation: _____

Name(s) of any Intervening Systems providing transmission service: _____

Service under this Agreement may be subject to some combination of the charges detailed below.
(The appropriate charges for individual transactions will be determined in accordance with the terms
and conditions of the Tariff.)

Transmission Charge: _____

System Impact and/or Facilities Study Charge(s): _____

Direct Assignment Facilities Charge: _____

Ancillary Services Charges: _____

Distribution Facilities Charge: _____

IN WITNESS WHEREOF, the Parties have caused this Service Agreement to be
executed by their respective authorized officials.

TRANSMISSION PROVIDER:

TRANSMISSION CUSTOMER:

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

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

ATTACHMENT B

Form of Service Agreement For Non-Firm Point-To-Point Transmission Service

**SERVICE AGREEMENT FOR NON-FIRM
POINT-TO-POINT TRANSMISSION SERVICE**

This Service Agreement, dated as of _____, is entered into, by and between **MEAG Power** (the "**Transmission Provider**"), and _____ ("**Transmission Customer**").

(1) The Transmission Customer has been determined by the Transmission Provider to be a Transmission Customer under Part II of the Tariff and has filed a Completed Application for Non-Firm Point-To-Point Transmission Service in accordance with Section 20.2 of the MEAG Power Open Access Transmission Tariff.

(2) Service under this Agreement shall be provided by the Transmission Provider upon request by an authorized representative of the Transmission Customer.

(3) The Transmission Customer agrees to supply information the Transmission Provider deems reasonably necessary in accordance with Good Utility Practice in order for it to provide the requested service.

(4) The Transmission Provider agrees to provide and the Transmission Customer agrees to take and pay for Non-Firm Point-To-Point Transmission Service in accordance with the provisions of Part II of the Tariff and this Service Agreement.

(5) Any notice or request made to or by either Party regarding this Service Agreement shall be made to the representative of the other Party as indicated below.

Transmission Provider:

MEAG Power
1470 Riveredge Parkway NW
Atlanta, GA 30328

Transmission Customer:

(6) The MEAG Power Open Access Transmission Tariff is incorporated herein and made a part hereof.

| _____

MEAG Power

Open Access Transmission Tariff
Original Sheet No. 76
Effective: 05/20/04

IN WITNESS WHEREOF, the Parties have caused this Service Agreement to be executed by their respective authorized officials.

TRANSMISSION PROVIDER:

TRANSMISSION CUSTOMER:

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

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