

EXHIBIT "K"

PLANT ROBERT W. SCHERER
UNIT NUMBER THREE
PURCHASE AND OWNERSHIP
PARTICIPATION AGREEMENT

between

GEORGIA POWER COMPANY

and

GULF POWER COMPANY

Dated as of March 1, 1984

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Plant Robert W. Scherer
Unit Number Three
Purchase and Ownership Participation Agreement
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Exhibits

- A Description of land for Scherer Units 3 and 4.**
- B Description of land for Plant Scherer Common Facilities and non-exhaustive list of equipment and facilities comprising the Plant Scherer Common Facilities.**
- C Non-exhaustive list of equipment and facilities comprising the Additional Unit Common Facilities.**
- D Form of general warranty deed and bill of sale for future sale of Plant Scherer Common Facilities.**
- E Form of release from mortgage.**

THIS AGREEMENT, dated as of March 1, 1984, is between GEORGIA POWER COMPANY, a corporation organized and existing under the laws of the State of Georgia ("Georgia"), and GULF POWER COMPANY, a corporation organized and existing under the laws of the State of Maine ("Gulf").

W I T N E S S E T H:

A. Georgia and Gulf desire and intend to establish their respective ownership rights in Scherer Unit No. 3 (as defined in Section 1(d) hereof) and in the Plant Scherer Common Facilities (as defined in Section 1(b) hereof) on and subject to the terms and provisions hereof and, by an Operating Agreement of even date herewith between Georgia and Gulf pertaining to Scherer Unit No. 3 and the Plant Scherer Common Facilities (hereinafter called the "Operating Agreement"), to provide for the management, control, operation and maintenance of Scherer Unit No. 3 and the Plant Scherer Common Facilities in all respects not covered hereunder and for the entitlement and use of capacity and energy from Scherer Unit No. 3 and the sharing of the costs thereof and of the Plant Scherer Common Facilities.

B. Georgia has previously entered into a Plant Robert W. Scherer Units Numbers One and Two Purchase and Ownership Participation Agreement (the "Units Ownership Agreement"),

dated as of May 15, 1980, with Oglethorpe Power Corporation (An Electric Membership Generation & Transmission Corporation) ("OPC"), the Municipal Electric Authority of Georgia ("MEAG") and the City of Dalton, Georgia ("Dalton"), (collectively, together with Georgia in its capacity as an owner of Scherer Unit No. 1 and Scherer Unit No. 2 [as defined in Section 1(f) hereof], the "Participants", as such term is more fully defined in Section 1(i) hereof) which establishes their respective ownership rights in Scherer Unit No. 1 and Scherer Unit No. 2 and in the Plant Scherer Common Facilities and which imposes certain obligations on the owners of Scherer Unit No. 3 and on the owners of Scherer Unit No. 4 with respect to the Plant Scherer Common Facilities, the Plant Scherer Coal Stockpile (as defined in Section 6(p) hereof) and other matters, as set forth therein. The Participants have also previously entered into a Plant Robert W. Scherer Units Numbers One and Two Operating Agreement (the "Units Operating Agreement"), dated as of May 15, 1980, to provide for the management, control, operation and maintenance of Scherer Unit No. 1, Scherer Unit No. 2 and the Plant Scherer Common Facilities in all respects not covered by the Units Ownership Agreement and for the entitlement and use of the capacity and energy from Scherer Unit No. 1 and Scherer Unit No. 2 and the sharing of the costs thereof and of the

Plant Scherer Common Facilities, and the Units Operating Agreement imposes certain obligations on the owners of Scherer Unit No. 3 and on the owners of Scherer Unit No. 4 with respect to the Plant Scherer Common Facilities, the Plant Scherer Coal Stockpile and other matters, as set forth therein.

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein set forth, Georgia and Gulf hereby agree as follows:

1. Certain Definitions.

(a) The Additional Units. The Additional Units shall consist of so much of Scherer Unit No. 3 and Scherer Unit No. 4 as are in existence from time to time.

(b) The Additional Unit Common Facilities. The Additional Unit Common Facilities shall consist of:

(i) All the property, both real and personal, intended to be used in common by, or in connection with both Scherer Unit No. 3 and Scherer Unit No. 4, including, without limitation, the equipment and other facilities listed on Exhibit C attached hereto and made a part hereof, but excluding the Plant Scherer Coal Stockpile;

(ii) Such additional land or rights therein as may be acquired, and such additional facilities and other tangible property as may be acquired, constructed,

installed or replaced, which are intended to be used in common by, or in connection with, both Scherer Unit No. 3 and Scherer Unit No. 4 (but excluding any such additional tangible property as may constitute a portion of the Plant Scherer Coal Stockpile), provided that (A) the cost of such additional land or rights therein or of such additional facilities or other tangible property shall be properly recordable in accordance with the Uniform System of Accounts (hereinafter defined in Section 3(c) hereof), (B) such additional land or rights therein or such additional facilities or other tangible property shall have been acquired, constructed, installed or replaced for the common use of the Scherer Unit No. 3 Participants and the Scherer Unit No. 4 Participants under and subject to the provisions of this Agreement, and (C) the acquisition of such additional land or rights therein or the acquisition, construction, installation or replacement of such additional facilities or other tangible property shall (1) be necessary in order to construct both Scherer Unit No. 3 and Scherer Unit No. 4 or to keep both Scherer Unit No. 3 and Scherer Unit No. 4 in good operating condition or to satisfy the requirements of any governmental agency having jurisdiction over one or both of Scherer Unit No. 3 and Scherer Unit No. 4 or

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(2) be mutually agreed to by the Scherer Unit No. 3 Participants and the Scherer Unit No. 4 Participants;

(iii) Following any purchase and sale between the Scherer Unit No. 3 Participants and the Scherer Unit No. 4 Participants pursuant to Section 4(f) hereof of undivided ownership interests in the Scherer Unit No. 3 Land or in the Scherer Unit No. 4 Land, as the case may be, the land subject to such sale.

(iv) Existing intangible property rights, and such additional intangible property rights as may hereafter be acquired, associated with the planning, licensing, design, construction, acquisition, completion, operation, renewal, addition, replacement, modification and disposal of any of the items described in clauses (i) through (iv) of this Section 1(b).

(c) Plant Scherer Common Facilities. The Plant Scherer Common Facilities shall consist of:

(i) All the property, both real and personal, intended to be used in common by, or in connection with, one or both of Scherer Unit No. 1 and Scherer Unit No. 2 and one or both of Scherer Unit No. 3 and Scherer Unit No. 4, including, without limitation, the land, equipment and other facilities listed on Exhibit B attached hereto and made a part hereof, but excluding the Plant Scherer Coal Stockpile;

(ii) Such additional land or rights therein as may be acquired, and such additional facilities and other tangible property as may be acquired, constructed, installed or replaced, which are intended to be used in common by, or in connection with, one or both of Scherer Unit No. 1 and Scherer Unit No. 2 and one or both of Scherer Unit No. 3 and Scherer Unit No. 4 (but excluding any such additional tangible property as may constitute a portion of the Plant Scherer Coal Stockpile), provided that (A) the cost of such additional land or rights therein or of such additional facilities or other tangible property shall be properly recordable in accordance with the Uniform System of Accounts, (B) such additional land or rights therein or such additional facilities or other tangible property shall have been acquired, constructed, installed or replaced for the common use of the Participants and the Scherer Unit No. 3 Participants, the Scherer Unit No. 4 Participants or both under and subject to the provisions of this Agreement and the Units Ownership Agreement, and (C) the acquisition of such additional land or rights therein or the acquisition, construction, installation or replacement of such additional facilities or other tangible property shall (1) be necessary in order to construct one or both of Scherer Unit No. 1 and Scherer

Unit No. 2 and one or both of Scherer Unit No. 3 and Scherer Unit No. 4 or to keep one of both of Scherer Unit No. 1 and Scherer Unit No. 2 and one or both of Scherer Unit No. 3 and Scherer Unit No. 4 in good operating condition or to satisfy the requirements of any governmental agency having jurisdiction over one or both of Scherer Unit No. 1 and Scherer Unit No. 2 and one or both of Scherer Unit No. 3 and Scherer Unit No. 4 or (2) be mutually agreed to by the Participants and the Additional Unit Participants;

(iii) Following any sale to the Participants pursuant to Section 4(e) hereof and Section 10(e) of the Units Ownership Agreement of undivided ownership interests in the land described in Exhibit A hereto, the land subject to such sale.

(iv) Existing intangible property rights, and such additional intangible property rights as may hereafter be acquired, associated with the planning, licensing, design, construction, acquisition, completion, operation, renewal, addition, replacement, modification and disposal of any of the items described in clauses (i) through (iv) of this Section 1(c).

(d) Plant Scherer. Plant Scherer shall consist of the Additional Units, the Units and the Plant Scherer Common Facilities.

(e) Scherer Unit No. 3. Scherer Unit No. 3 shall consist of:

(i) So much of the land described in Exhibit A attached hereto and made a part hereof as Scherer Unit No. 3 (excluding any land or other property comprising a portion of the Additional Unit Common Facilities) is situated on, together with all such additional land or rights therein as may hereafter be acquired for the purposes specified in clause (iv) below;

(ii) Scherer Unit No. 3, including the turbine-generator, the boiler, the buildings housing the same, the cooling facilities, the associated auxiliaries and equipment and the step-up substation, which are to be used solely in connection with Scherer Unit No. 3;

(iii) Inventories of materials, supplies, fuel, tools and equipment for use solely in connection with Scherer Unit No. 3; provided, however, that the Plant Scherer Coal Stockpile shall not constitute part of Scherer Unit No. 3 until a contribution to the Plant Scherer Coal Stockpile has been made by the Scherer Unit No. 3 Participants pursuant to clauses (i) or (ii) of Section 6(p) hereof, and thereafter, only that portion of the Plant Scherer Coal Stockpile that is owned

by the Scherer Unit No. 3 Participants as owners of Scherer Unit No. 3 pursuant to clause (iii) of Section 6(p) hereof shall constitute a part of the Scherer Unit No. 3;

(iv) Such additional land or rights therein as may be acquired, and such additional facilities and other tangible property as may be acquired, constructed, installed or replaced solely in connection with Scherer Unit No. 3; provided that (A) the cost of such additional land or rights therein or of such additional facilities or other tangible property shall be properly recordable in accordance with the Uniform System of Accounts, (B) such additional land or rights therein or such additional facilities or other tangible property shall have been acquired, constructed, installed or replaced for the common use of the Scherer Unit No. 3 Participants under and subject to the provisions of this Agreement, and (C) the acquisition of such additional land or rights therein or the acquisition, construction, installation or replacement of such additional facilities or other tangible property shall (1) be necessary in order to construct or complete Scherer Unit No. 3 or to keep Scherer Unit No. 3 in good operating condition or to satisfy the requirements of any governmental agency having jurisdiction over

Scherer Unit No. 3, or (2) be mutually agreed to by the Scherer Unit No. 3 Participants;

(v) Existing intangible property rights, and such additional intangible property rights as may be hereafter acquired, associated with the planning, licensing, design, construction, acquisition, completion, operation, renewal, addition, replacement, modification and disposal of Scherer Unit No. 3; and

(vi) (A) Prior to any sale of undivided ownership interests in the Additional Unit Common Facilities pursuant to Section 4(f) hereof, a 50% undivided ownership interest in the Additional Unit Common Facilities; (B) following all sales of undivided ownership interests in the Additional Unit Common Facilities from the Scherer Unit No. 4 Participants to the Scherer Unit No. 3 Participants required to be made pursuant to Section 4(f) hereof, Scherer Unit No. 3 shall include 100% of the Additional Unit Common Facilities; (C) following all sales of undivided ownership interests in the Additional Unit Common Facilities from the Scherer Unit No. 3 Participants to the Scherer Unit No. 4 Participants required to be made pursuant to Section 4(f) hereof, Scherer Unit No. 3 shall not include any of the Additional Unit Common Facilities; and (D) in no event shall Scherer Unit No. 3 include any portion of the Plant Scherer Common Facilities.

(f) Scherer Unit No. 4. Scherer Unit No. 4

means:

(i) The coal-fired electric generating unit which Georgia may construct on a portion of the land described in Exhibit A attached hereto and made a part hereof, including, without limitation, the Scherer Unit No. 4 Land and all property and rights, real, personal and intangible to be used solely in connection with Scherer Unit No. 4; and

(ii) (A) Prior to any sale of undivided ownership interests in the Additional Unit Common Facilities pursuant to Section 4(f) hereof, a 50% undivided ownership interest in the Additional Unit Common Facilities; (B) following all sales of undivided ownership interests in the Additional Unit Common Facilities from the Scherer Unit No. 3 Participants to the Scherer Unit No. 4 Participants required to be made pursuant to Section 4(f) hereof, Scherer Unit No. 4 shall include 100% of the Additional Unit Common Facilities; (C) following all sales of undivided ownership interests in the Additional Unit Common Facilities from the Scherer Unit No. 4 Participants to the Scherer Unit No. 3 Participants required to be made pursuant to Section 4(f) hereof, Scherer Unit No. 4 shall not include any of the Additional Unit Common Facilities; and (D) in no event shall Scherer Unit No. 4 include any portion of the Plant Scherer Common Facilities.

(g) Scherer Unit No. 3 Land. The Scherer Unit No. 3 Land shall consist of the land described in clauses (i) and (iv) of Section 1(e) hereof.

(h) Scherer Unit No. 4 Land. The Scherer Unit No. 4 Land shall consist of so much of the land described in Exhibit A attached hereto and made a part hereof, upon which, as of the date of this Agreement, Georgia intends to construct Scherer Unit No. 4 (excluding any land or other property comprising a portion of the Additional Unit Common Facilities), together with all such additional land or rights therein as may hereafter be acquired for use in connection with Scherer Unit No. 4.

(i) The Units. When used herein and in the Operating Agreement, the term "Units" shall have the same meaning as in the Units Ownership Agreement as the same now exists or may hereafter be amended.

(j) Scherer Unit No. 1 and Scherer Unit No. 2. When used herein and in the Operating Agreement, the terms "Scherer Unit No. 1" and "Scherer Unit No. 2" shall have the same meaning as in the Units Ownership Agreement as the same now exists or may hereafter be amended.

(k) Plant Scherer Coal Stockpile. The Plant Scherer Coal Stockpile shall mean the coal stockpile maintained from time to time for the Units and for such of the Additional Units as are being served thereby at any given time pursuant to Section 6(p) hereof.

(l) Additional Unit Participants. "Additional Unit Participant" and "Additional Unit Participants" shall refer individually or collectively, as the case may be, to Georgia and Gulf (in their capacities as owners of either or both of the Additional Units) and to any vendee, transferee or assignee of either of them of an interest in either or both of the Additional Units pursuant to Section 6(j) of this Agreement (in the case of any sale, transfer or assignment of an interest in Scherer Unit No. 3) or otherwise (in the case of any sale, transfer or assignment of an interest in Scherer Unit No. 4) made in conformity with those provisions of this Agreement, the Operating Agreement, the Units Ownership Agreement and the Units Operating Agreement pertaining to the Plant Scherer Common Facilities, the Plant Scherer Coal Stockpile and the Additional Unit Common Facilities.

(m) Participants. "Participant" and "Participants" shall refer individually or collectively, as the case may be, to Georgia, OPC, MEAG and Dalton (in their capacities as owners of the Units) and to any vendee, transferee or assignee of any of them of an interest in the Units pursuant to Section 5(j) of the Units Ownership Agreement.

(n) Scherer Unit No. 3 Participants. "Scherer Unit No. 3 Participant" and "Scherer Unit No. 3 Participants" shall refer individually or collectively, as the

case may be, to Georgia and Gulf (in their capacities as owners of Scherer Unit No. 3) and to any vendee, transferee or assignee of either of them of an interest in Scherer Unit No. 3 pursuant to Section 6(j) of this Agreement.

(c) Scherer Unit No. 4 Participants. "Scherer Unit No. 4 Participant" and "Scherer Unit No. 4 Participants" shall refer individually or collectively, as the case may be, to Georgia (in its capacity as the owner of Scherer Unit No. 4) and to any vendee, transferee or assignee of Georgia (or of a subsequent Scherer Unit No. 4 Participant) of an interest in Scherer Unit No. 4 made in conformity with those provisions of this Agreement, the Operating Agreement, the Units Ownership Agreement and the Units Operating Agreement pertaining to the Plant Scherer Common Facilities, the Plant Scherer Coal Stockpile and the Additional Unit Common Facilities.

2. Representations and Warranties.

(a) Gulf Representations and Warranties. Gulf hereby represents and warrants to Georgia as follows:

(1) Gulf is a corporation duly organized, validly existing and in good standing under the laws of the State of Maine and has corporate power and authority to own a 25% undivided ownership interest in Scherer Unit No. 3 and such percentage undivided ownership interest in the Plant Scherer Common Facilities as

it is required to own from time to time pursuant to the terms of this Agreement and the Units Ownership Agreement, to execute and deliver this Agreement and the Operating Agreement and to perform its obligations hereunder and thereunder and to carry on its business as it is now being conducted and as it is contemplated hereunder and thereunder to be conducted in the future.

(ii) The execution, delivery and performance of this Agreement and the Operating Agreement by Gulf have been duly and effectively authorized by all requisite corporate action.

(b) Georgia Representations and Warranties.

Georgia hereby represents and warrants to Gulf as follows:

(i) Georgia is a corporation duly organized, validly existing and in good standing under the laws of the State of Georgia and has corporate power and authority to own a 75% undivided ownership interest in Scherer Unit No. 3 and such percentage undivided ownership interest in the Plant Scherer Common Facilities as it now owns and as it is required to own from time to time pursuant to the terms of this Agreement and the Units Ownership Agreement, to execute and deliver this Agreement and the Operating Agreement and to perform its obligations hereunder and thereunder and to carry

on its business as it is now being conducted and as it is contemplated hereunder and thereunder to be conducted in the future.

(ii) The execution, delivery and performance of this Agreement and the Operating Agreement by Georgia have been duly and effectively authorized by all requisite corporate action.

3. Sale to Gulf of Undivided Ownership Interest in Completed Portion of the Additional Units.

(a) Sale of Assets. Subject to the terms and conditions of this Agreement, at the Closing (as herein-after defined) Georgia will sell and convey to Gulf and Gulf will purchase from Georgia, a 25% undivided ownership interest, as a tenant in common with Georgia, in that portion of Scherer Unit No. 3 acquired, constructed or completed prior to the Closing. At the Closing, Georgia will furnish to Gulf a properly executed release from any and all mortgages and deeds to secure debt on such 25% undivided ownership interest in Scherer Unit No. 3 being conveyed to Gulf.

(b) Purchase Price and Payment.

(i) The purchase price for Gulf's 25% undivided ownership interest in that portion of Scherer Unit No. 3 acquired, constructed or completed prior to the Closing shall be an amount equal to 25% of the

aggregate of all Discrete Scherer Unit No. 3 Cost of Construction (as hereinafter defined) incurred prior to the Closing.

In recognition of Georgia's having made payments of the accumulated Discrete Scherer Unit No. 3 Cost of Construction prior to the Closing, Carrying Costs (as hereinafter defined) shall be added to such accumulated Discrete Scherer Unit No. 3 Cost of Construction as follows:

For the purpose of this Section 3(b), Carrying Costs shall mean the aggregate incremental dollar cost of funds incurred by Georgia prior to the Closing with respect to that portion of Scherer Unit No. 3 acquired, constructed or completed prior to the Closing. Carrying Costs shall be calculated as follows:

The capital structure of Georgia as shown on Georgia's most recent Quarterly Report on Form 10Q, Annual Report on Form 10K or Annual Report on Form USS prior to the initial incurrence by Georgia of any Discrete Scherer Unit No. 3 Cost of Construction shall be calculated and broken down into three components the sum of which total one (1.00): (1) Long Term Debt (which shall mean long term debt excluding long term debt payable within one year), (2) Preferred Stock and

(3) Common Equity. For the purpose of computing Carrying Costs with respect to incurrences by Georgia of Discrete Scherer Unit No. 3 Cost of Construction subsequent to such initial incurrence, Georgia's capital structure shall be adjusted quarterly upon the filing of any of the reports referred to above and monthly upon the issuance by Georgia of any long term debt or preferred stock (as of the first day of the month in which such long term debt or preferred stock was issued) and similarly calculated and broken down into three components.

For any particular time, the cost of Long Term Debt shall be calculated by multiplying the effective cost of the most recent issue of Georgia's First Mortgage Bonds at such time by the Long Term Debt component of the capital structure determined above at such time. For any particular time, the cost of Preferred Stock shall be calculated by multiplying the effective cost of the most recent issue of Georgia's preferred stock at such time by the Preferred Stock component of the capital structure determined above at such time. For any particular time, the cost of Common Equity shall be calculated by multiplying the then most recent rate of return on common equity pursuant to Georgia's tariff for wholesale partial requirements

customers in its Federal Energy Regulatory Commission ("FERC") Electric Tariff, Original Volume No. 2, as the same may have been amended from time to time prior to the Closing, whether allowed by FERC (or its predecessor) or submitted in a rate settlement with Georgia's partial requirements customers, by the Common Equity component of the capital structure determined above at such time. For any month during which Georgia issued long term debt, preferred stock or both, or during which such rate of return on common equity changed, such issuance or change shall be deemed to have occurred on the first day of such month.

Beginning with the month in which Georgia initially incurred any Discrete Scherer Unit No. 3 Cost of Construction and for each month thereafter through the date of the Closing, Carrying Costs shall be computed for such month for the aggregate Discrete Scherer Unit No. 3 Cost of Construction incurred through the end of such month (on the basis that all expenditures made in any month shall be deemed to have been made on the first day of such month) by multiplying the aggregate of such Discrete Scherer Unit No. 3 Cost of Construction by the sum of (1) the cost of Long Term Debt for such month, plus (2) the cost of Preferred Stock for such month plus (3) the cost of Common Equity for

such month, all calculated as provided in the preceding two paragraphs. Accumulated Carrying Costs shall be compounded monthly at the rate for each month which is the sum of (1), (2) and (3) above for such month.

Prior to the Closing, Georgia shall furnish Gulf a statement showing the aggregate Discrete Scherer Unit No. 3 Cost of Construction incurred and estimated to be incurred through the date of the Closing, broken down into major categories. Such statement shall also include a certificate stating that Georgia keeps its books in conformity with the Uniform System of Accounts (as hereinafter defined) and that the portion of such estimated aggregate Discrete Scherer Unit No. 3 Cost of Construction which has been actually incurred, through the end of the latest month for which Georgia has posted such costs to its books, is as recorded on the books of Georgia (except as inconsistent with the provisions of this Section 3) and is attributable to Scherer Unit No. 3; provided, however, that such estimated aggregate Discrete Scherer Unit No. 3 Cost of Construction and the Carrying Costs attributable thereto are subject to adjustment based upon the actual Discrete Scherer Unit No. 3 Cost of Construction incurred through the date of the Closing.

The purchase price for Gulf's 25% undivided ownership interest in that portion of Scherer Unit No. 3 acquired, constructed or completed prior to the Closing shall be payable to Georgia at the Closing in immediately available funds. Subject to any contrary regulatory requirements, Gulf and Georgia shall have until the one hundred eightieth day after the Closing or after the furnishing to Gulf of an accounting by Georgia of such aggregate Discrete Scherer Unit No. 3 Cost of Construction, whichever is later, to question or contest the correctness of the purchase price paid by Gulf pursuant to this Section 3(b)(1) after which time the correctness of such purchase price shall be conclusively presumed. In the event of an error in calculation of the purchase price as provided in this Section 3(b)(1), Georgia or Gulf shall within thirty days reimburse the other for the amount charged or failed to be charged in error.

(ii) From time to time after the Closing, Georgia and Gulf shall execute and deliver such other instruments of conveyance and transfer as may be necessary or appropriate or as either party may reasonably request to vest in Gulf its 25% undivided ownership interest in and to Scherer Unit No. 3.

(c) Cost of Construction. For purposes of this Agreement, "Cost of Construction" shall mean all Discrete Scherer Unit No. 3 Cost of Construction and all Common Facility Cost of Construction.

"Discrete Scherer Unit No. 3 Cost of Construction" shall mean all costs incurred by Georgia on its own behalf or on its own behalf and as agent for the other Scherer Unit No. 3 Participants, as the case may be, in connection with the planning, design, licensing, acquisition, construction, completion, renewal, addition, modification, replacement or disposal of Scherer Unit No. 3, or any portion of Scherer Unit No. 3, including without limitation that portion of administrative and general expenses incurred by Georgia which is properly and reasonably allocable to Scherer Unit No. 3 and for which Georgia has not been otherwise reimbursed by the other Scherer Unit No. 3 Participants, which costs are properly recordable in accordance with the Electric Plant Instructions and in appropriate accounts as set forth in the FERC Uniform System of Accounts prescribed for Public Utilities and Licensees (Class A and Class B), as the same now exist or may be hereafter amended by the FERC or by any governmental agency succeeding to the powers and functions thereof (the "Uniform System of Accounts"), and shall also include all costs incurred by Georgia on its own behalf or on its own

behalf and as agent for the other Scherer Unit No. 3 Participants, as the case may be, in connection with the purchase and acquisition of the initial supply of coal and other fuel (including unrecoverable base coal) for Scherer Unit No. 3, including without limitation that portion of administrative and general expenses incurred by Georgia which is properly and reasonably allocable to acquisition of fuel for Scherer Unit No. 3 and for which Georgia has not been otherwise reimbursed by Gulf; provided, however, the Discrete Scherer Unit No. 3 Cost of Construction shall not include interest cost attributable to the carrying of Georgia's, Gulf's or any other Scherer Unit No. 3 Participant's respective investment in Scherer Unit No. 3, nor costs and expenses incurred by Georgia, Gulf or both in connection with the development of this Agreement and the Operating Agreement, nor amounts paid to Southern Company Services, Inc. ("SCSI") in respect of engineering design services related to Plant Scherer.

"Common Facility Cost of Construction" shall mean (1) all costs incurred by Georgia on its own behalf or on its own behalf and as agent for the other Participants, the other Additional Unit Participants, or all of them, as the case may be, in connection with the planning, design, licensing, acquisition, construction, completion, renewal, addition, modification, replacement or disposal of the

Plant Scherer Common Facilities, or any portion of the Plant Scherer Common Facilities, including without limitation that portion of administrative and general expenses incurred by Georgia which is properly and reasonably allocable to the Plant Scherer Common Facilities and for which Georgia has not been otherwise reimbursed by the other Participants and by Gulf, which costs are properly recordable in accordance with the Electric Plant Instructions and in appropriate accounts as set forth in the Uniform System of Accounts, and (ii) all amounts paid to SCSI in respect of engineering design services related to Plant Scherer; provided, however, the Common Facility Cost of Construction shall not include interest cost attributable to the carrying of Georgia's, any other Participant's or any other Additional Unit Participant's respective investment in the Plant Scherer Common Facilities, nor costs and expenses incurred by Georgia or Gulf in connection with the development of this Agreement, the Operating Agreement, the Units Ownership Agreement and the Units Operating Agreement, nor any costs incurred (whether before or after an additional sale as contemplated in Section 4(e) of this Agreement and Section 10(e) of the Units Ownership Agreement) in connection with the improvement of the land described in Exhibit A hereto or in connection with the care, maintenance, abandonment or removal of any improvements thereto (whether or not completed).

(d) Closing. The closing of the sale and transfer contemplated in Section 3(a) hereof (the "Closing") will take place at 10:00 a.m., Atlanta time, on April 18, 1984, at the offices of Troutman, Sanders, Lockerman & Ashmore, 1400 Candler Building, 127 Peachtree Street, Atlanta, Georgia; provided that, in the event all necessary judicial, governmental, regulatory, and vendor approvals of the consummation of the transaction contemplated in Section 3(a) have not been received by April 18, 1984, the Closing shall be postponed until all such approvals have been received, but in no event shall the Closing be postponed later than July 13, 1984, unless mutually agreed to in writing by Georgia and Gulf.

4. Obligation of Gulf to Purchase and Sell Undivided Ownership Interests in the Plant Scherer Common Facilities and Obligation of Additional Unit Participants to Purchase and Sell Undivided Ownership Interests in the Additional Unit Common Facilities.

(a) At any time from and after the Closing, but not later than three months prior to the date on which the earlier of the Additional Units to be synchronized to the Integrated Transmission System operated by Georgia is scheduled to be so synchronized, Gulf shall purchase from the Participants (and, if required by the provisions of Section 10 of the Units Ownership Agreement, from any

applicable Additional Unit Participant), percentage undivided ownership interests in the Plant Scherer Common Facilities sufficient to equal Gulf's "Pro Forma Ownership Interest in Plant Scherer" (as defined below), upon the terms and conditions contained in this Section 4; provided, however, that Gulf shall not be required to make any such purchase at any time later than twenty years and eleven months after the death of the last survivor of the now living lineal descendants of Mrs. Rose F. Kennedy, mother of the 35th President of the United States.

For purposes of this Agreement, each Participant's and Additional Unit Participant's "Pro Forma Ownership Interest in Plant Scherer" at any given time shall be determined by dividing (i) the sum of (A) such Participant's or Additional Unit Participant's percentage undivided ownership interest, if any, in the Units multiplied by the aggregate nominal rating of the Units, plus (B) its percentage undivided ownership interest, if any, in Scherer Unit No. 3 (if Scherer Unit No. 3 shall then be constructed or is then contemplated to be constructed) multiplied by the nominal rating of Scherer Unit No. 3, plus (C) its percentage undivided ownership interest, if any, in Scherer Unit No. 4 (if Scherer Unit No. 4 shall then be constructed or is then contemplated to be constructed) multiplied by the nominal rating of Scherer Unit No. 4, by (ii) the

aggregate nominal rating of the Units and the Additional Unit or Additional Units then constructed or then contemplated to be constructed.

(b) At any time from and after the Closing but not less than 9 months prior to the date on which the earlier of the Additional Units to be synchronized to the Integrated Transmission System operated by Georgia is scheduled to be so synchronized, Gulf shall deliver to all Participants (and any applicable Additional Unit Participants) notices specifying the date (which shall be not later than three months prior to the scheduled date of such synchronization) upon which Gulf shall purchase from the Participants (and, if applicable, Additional Unit Participants) undivided ownership interests in the Plant Scherer Common Facilities pursuant to Section 4(a) hereof. Following delivery of such notices, Gulf shall proceed to purchase from each Participant and Additional Unit Participant to which any such notice was delivered, on the date for sale specified therein, a pro rata portion of the percentage undivided ownership interest in the Plant Scherer Common Facilities to be purchased by Gulf as determined in accordance with Section 4(a) above and in accordance with Section 10(a) of the Units Ownership Agreement. Each such sale shall be by general warranty deed and bill of sale substantially in the form of Exhibit D attached hereto and

shall be accompanied by a properly executed release from any and all mortgages and deeds to secure debt of the conveying Participant or Additional Unit Participant on the undivided ownership interest so conveyed.

(c) At any time from and after the Closing but not less than 9 months prior to the date on which the later of the Additional Units to be synchronized to the Integrated Transmission System operated by Georgia is scheduled to be so synchronized, Gulf shall deliver to all Participants and to all Additional Unit Participants in the earlier of the Additional Units to be so synchronized, notices specifying the date (which shall be not later than three months prior to the scheduled date of such synchronization) upon which Gulf shall purchase from the Participants and the Additional Unit Participants receiving such notices undivided ownership interests in the Plant Scherer Common Facilities pursuant to Section 4(a) above and Section 10(a) of the Units Ownership Agreement. Following delivery of such notices, Gulf shall proceed to purchase from each Participant and Additional Unit Participant to which any such notice was delivered, on the date for sale specified therein, a pro rata portion of the percentage undivided ownership interest in the Plant Scherer Common Facilities to be purchased from such Participant or such Additional Unit Participant as determined in accordance

with Section 4(a) above and in accordance with Section 10(a) of the Units Ownership Agreement. Each such sale shall be by general warranty deed and bill of sale substantially in the form of Exhibit D attached hereto and shall be accompanied by a properly executed release from any and all mortgages and deeds to secure debt of the conveying Participant or Additional Unit Participant on the undivided ownership interest so conveyed.

(d) The purchase price for each purchase of an undivided ownership interest in the Plant Scherer Common Facilities pursuant to Section 4(a) hereof and Section 10 of the Units Ownership Agreement from OPC, MEAG, Dalton or an Additional Unit Participant (other than Georgia) shall be the sum of (1) all Common Facility Cost of Construction paid by the selling Participant or selling Additional Unit Participant, as the case may be, in respect of such undivided ownership interest in the Plant Scherer Common Facilities and that portion of administrative and general expenses incurred by the selling Participant or selling Additional Unit Participant, as the case may be, which is properly and reasonably allocable to such undivided ownership interest in the Plant Scherer Common Facilities and for which it has not otherwise been reimbursed by the other Participants or Additional Unit Participants, all through the date of such sale, plus (2) the amount of interest paid

to Georgia pursuant to Section 3(b)(1) of the Units Ownership Agreement in recognition of Georgia having made payments of Common Facility Cost of Construction prior to Georgia's initial sale of such undivided ownership interest in the Plant Scherer Common Facilities (or paid to Georgia pursuant to a similar provision of an agreement under which an Additional Unit Participant acquired such undivided ownership interest in the Plant Scherer Common Facilities) in respect of such undivided ownership interest in the Plant Scherer Common Facilities plus (3) interest on the sum of (1) and (2) above incurred by OPC, MEAG, Dalton or the selling Additional Unit Participant, as the case may be, to finance the sum of (1) and (2) above and such interest shall be compounded monthly until the date of such sale; provided, however, that as to any sale to be made by OPC or MEAG to Gulf, the sum of (1), (2) and (3) above shall be reduced by the amounts of depreciation and interest theretofore paid by Georgia to OPC or MEAG, as the case may be, pursuant to Section 3(g) and 3(h) of the Units Operating Agreement in respect of such undivided ownership interest, except that in the case of any such sale by MEAG to Gulf the amounts of such depreciation and interest to be subtracted from such purchase price shall not reduce such purchase price to an amount less than the principal amount of MEAG's General Revenue Bonds then outstanding which is

properly and reasonably allocable to MEAG's undivided ownership interest in such portion of the Plant Scherer Common Facilities.

In the event that OPC finances all or a portion of its undivided ownership interest in the Plant Scherer Common Facilities from sources other than a Rural Electrification Administration guaranteed loan, then the interest rate to be used in the computation in (3) above for sales by OPC shall be at the rate incurred by OPC in respect of such other sources until the amount of Plant Scherer Common Facilities so sold by OPC is equivalent to the portion of such facilities financed from such other sources.

The purchase price for any such purchase by Gulf from Georgia shall be an amount computed utilizing the methodology of Section 3(b) hereof for the percentage undivided ownership interest in the Plant Scherer Common Facilities to be purchased from Georgia, and, in the event Gulf should ever be required to sell an undivided ownership interest in the Plant Scherer Common Facilities to Georgia, the purchase price therefor shall be computed utilizing the methodology set forth in Section 3(b) hereof, substituting Gulf's carrying costs for Georgia's as appropriate.

Gulf agrees that, from and after any purchase by it of an undivided ownership interest in the Plant Scherer Common Facilities, if it should ever be necessary for Gulf to sell

one or more undivided ownership interests in the Plant Scherer Common Facilities in order for each Participant and Additional Unit Participant to own an undivided ownership interest in the Plant Scherer Common Facilities equivalent to its Pro Forma Ownership Interest in Plant Scherer, Gulf shall sell an undivided ownership interest or interests so that Gulf's undivided ownership interest in the Plant Scherer Common Facilities will be equivalent to its Pro Forma Ownership Interest in Plant Scherer, and all such sales by Gulf shall be made in accordance with the terms and conditions of Section 10 of the Units Ownership Agreement, except that the purchase price for any such sale to Georgia shall be computed in accordance with the preceding paragraph.

(e)

(1) In the event that Georgia shall determine prior to July 25, 1986 (hereinafter called the "Determination Period"), that only one of the Additional Units will be constructed, Georgia shall sell to MEAG and Dalton, respectively, and MEAG and Dalton, respectively, shall purchase from Georgia, upon the terms and conditions specified in clause (iii) of this Section 4(e), additional percentage undivided ownership

interests in the Plant Scherer Common Facilities so that, following such sales, Georgia's, MEAG's and Dalton's respective percentage undivided ownership interests in the Plant Scherer Common Facilities will be equivalent to their respective Pro Forma Ownership Interests in Plant Scherer (determined on the basis that Plant Scherer will consist only of the Units and one of the Additional Units).

(ii) In the event that Georgia shall determine within the Determination Period that neither Additional Unit will be constructed, and prior to such determination Gulf has purchased an undivided ownership interest in the Plant Scherer Common Facilities, Georgia and Gulf, respectively, shall each sell to each of the other Participants whose percentage undivided ownership interest in the Units exceeds its percentage undivided ownership interest in the Plant Scherer Common Facilities, and each such other Participant shall purchase from Georgia and Gulf, respectively, upon the terms and conditions specified in clause (iii) of this Section 4(e), a percentage undivided ownership interest in the Plant Scherer Common Facilities so that, following such sales, each such other Participant's percentage undivided ownership interest in the Plant Scherer Common

Facilities will be equivalent to its percentage undivided ownership interest in the Units. In addition, in such event (and concurrently with any sales of undivided ownership interests in the Plant Scherer Common Facilities pursuant to the preceding provisions of this Section 4(e)(ii)), Georgia and Gulf, respectively, shall each sell to each of the other Participants (whether or not such other Participant is also purchasing an additional undivided ownership interest in the Plant Scherer Common Facilities pursuant to the preceding provisions of this Section 4(e)(ii)), and each of the other Participants shall purchase from Georgia and Gulf, respectively, upon the terms and conditions specified below, a percentage undivided ownership interest in the land described on Exhibit A hereto so that following such sales each of such other Participants shall own a percentage undivided ownership interest in such land equivalent to such other Participant's undivided ownership interest in the Units.

(iii) Any sales made pursuant to clauses (i) and (ii) of this Section 4(e) shall be made in accordance with the following provisions of this Section 4(e)(iii): If, within the Determination Period, Georgia determines that either or both of the Additional Units will not be constructed, Georgia will so

notify the other Participants and Additional Unit Participants in writing not later than the end of the Determination Period. In the case of any such sales to OPC, such written notice shall set forth the date (which will be at least 179 days from the date of such notice but no later than 179 days after the end of the Determination Period), time and place for the consummation thereof and an estimate of the purchase price for each such sale. In the case of any such sales to MEAG, Dalton or both, such notice shall set forth the estimated purchase price for each such sale, the closing of which shall take place within eighteen months from the date of such notice. The purchase price for each such sale shall be computed using the same methodology as that set forth in Section 3(b)(1) of the Units Ownership Agreement for computing the price paid by OPC to Georgia for OPC's 60% undivided ownership interest in that portion of the Units and the Plant Scherer Common Facilities acquired, constructed or completed prior to the OPC Closing (as defined therein); provided, however, that in the case of any such sale of an undivided ownership interest in the Plant Scherer Common Facilities by Georgia to MEAG, such purchase price shall be reduced by the amount of depreciation paid by MEAG to Georgia in respect of such undivided ownership interest

pursuant to the provisions of Section 7(a) of that certain Plant Robert W. Scherer Purchase, Sale and Option Agreement between Georgia and MEAG, dated as of May 15, 1980; and provided further, that with respect to any of such sales of the land described in Exhibit A hereto to any Participant, such computation shall be made only as to costs incurred by Georgia, or by Georgia on its own behalf and as agent for the other Additional Unit Participants, as the case may be, in the acquisition of such land and shall not include any costs incurred in connection with the improvement of such land. The conveyance of any additional undivided ownership interest pursuant to this Section 4(e) shall be by general warranty deed and bill of sale substantially in the form of Exhibit D hereto. At the closing of each such sale, the selling Additional Unit Participant will deliver to each purchasing Participant a properly executed release from any and all mortgages and deeds to secure debt substantially in the form of Exhibit E hereto. From and after the consummation of such sales pursuant to this Section 4(e) and Section 10(e) of the Units Ownership Agreement of the land described on Exhibit A hereto and on Exhibit G to the Units Ownership Agreement, all of such land shall constitute a part of the Plant Scherer Common Facilities.

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(f) If at any time Georgia shall determine that either (but not both) of the Additional Units will be cancelled, then Georgia shall give written notice of such determination to the other Additional Unit Participants which notice shall specify the date on which (which date shall be not less than six months nor more than nine months from the date of such notice), and the time and place at which, the Additional Unit Participants in the Additional Unit to be cancelled shall sell to the Additional Unit Participants in the other Additional Unit undivided ownership interests in the Additional Unit Common Facilities. On such date, and at such time and place, the Additional Unit Participants owning undivided ownership interests in the Additional Unit to be cancelled shall sell and convey to the Additional Unit Participants in the other Additional Unit, and the Additional Unit Participants in such other Additional Unit shall purchase, undivided ownership interests in the Additional Unit Common facilities and in the Scherer Unit No. 3 Land or in the Scherer Unit No. 4 Land (whichever Additional Unit is to be cancelled) so that following such sales and purchases, each Additional Unit Participant in the Additional Unit not to be cancelled shall own a percentage undivided ownership interest in the Additional Unit Common Facilities and in the Scherer Unit No. 3 Land and in the Scherer Unit No. 4 Land equal to such

Additional Unit Participant's percentage undivided ownership interest in the Additional Unit not to be cancelled. The purchase price for each such sale shall be computed using the same methodology as that set forth in Section 3(b)(i) hereof and, in addition to such purchase price, each purchasing Additional Unit Participant shall pay on behalf of each Additional Unit Participant from which such purchasing Additional Unit Participant makes a purchase, the federal and state income tax, capital gains tax, or both, incurred by such selling Additional Unit Participant in respect of such sale, but only to the same extent as is provided for in Section 6(1)(iii) hereof in connection with the transaction contemplated in Section 3(a) hereof; and provided, however, that with respect to any of such sales of the Scherer Unit No. 3 Land or the Scherer Unit No. 4 Land, as the case may be, such computation shall be made only as to costs incurred by Georgia, or by Georgia on its own behalf and as agent for the Scherer Unit No. 3 Participants or the Scherer Unit No. 4 Participants, as the case may be, in the acquisition of such land and shall not include any costs incurred in connection with the improvement of such land. In connection with the sales and purchases to be made pursuant to this Section 4(f), the manner of payment, the questioning or contesting of amounts paid or failed to be paid and the reimbursement for amounts charged or failed to be charged in error shall all be governed by the provisions of Section 3(b)(i) hereof as if

the consummation of each such sale were the Closing of the transaction contemplated by Section 3 hereof. The conveyance of any undivided ownership interests pursuant to this Section 4(f) shall be by general warranty deed and bill of sale, and at the closing of each such sale, the selling Additional Unit Participant will deliver to each purchasing Additional Unit Participant a properly executed release from any and all mortgages and deeds to secure debt. From and after the consummation of the sales of the Scherer Unit No. 3 Land or the Scherer Unit No. 4 Land, as the case may be, pursuant to this Section 4(f), the land thus sold shall constitute a part of the Additional Unit Common Facilities; provided, however that the selling Additional Unit Participants shall be solely responsible for all costs incurred in connection with all improvements (whether or not completed but excluding any improvements constituting part of the Additional Unit Common Facilities prior to such sale) located on such land at the time of such sales or in connection with the care, maintenance, abandonment or removal of any of such improvements, and none of such costs shall be the responsibility of the purchasing Additional Unit Participants. No Additional Unit Participant shall be required to make any sale or purchase pursuant to this Section 4(f) at any time later than twenty years and eleven months after the death of the last survivor of the now living lineal descendants of

Mrs. Rose F. Kennedy, mother of the 35th President of the United States.

5. Agency.

(a) Appointment. Gulf hereby irrevocably appoints, subject to the provisions of Section 5(c) of this Agreement, Georgia as its agent in connection with Scherer Unit No. 3 and, subject to the provisions of Section 5(c) of this Agreement and Sections 4(c)(1), 4(c)(11), 4(c)(111) and 6(1)(vi) of the Units Ownership Agreement, in connection with the Plant Scherer Common Facilities, to act on Gulf's behalf in the planning, design, licensing, acquisition, construction, completion, renewal, addition, replacement, modification and disposal thereof. Georgia hereby accepts such appointment.

(b) Authority and Responsibility. As agent for Gulf and the other Scherer Unit No. 3 Participants (and for Gulf, the other Additional Unit Participants and the other Participants with respect to the Plant Scherer Common Facilities and the Plant Scherer Coal Stockpile), Georgia shall have sole authority and responsibility for the planning, licensing, design, construction, acquisition, completion, renewal, addition, replacement, modification and disposal of Scherer Unit No. 3 and the Plant Scherer Common Facilities and shall take all actions necessary in discharging such responsibility with respect to Scherer Unit No. 3 in accordance with the applicable provisions of this Agreement and with respect to the Plant Scherer Common

Facilities and the Plant Scherer Coal Stockpile in accordance with the applicable provisions of this Agreement and of the Units Ownership Agreement. In respect thereof, and subject to the applicable provisions of this Agreement and, where appropriate, of the Units Ownership Agreement, Georgia is authorized, in the name and on behalf of itself, the other Scherer Unit No. 3 Participants, and, where appropriate, the other Participants and the other Scherer Unit No. 4 Participants, to take all reasonable actions which, in the discretion and judgment of Georgia, are deemed necessary or advisable to effect the planning, licensing, design, construction, acquisition, completion, renewal, addition, replacement, modification and disposal of Scherer Unit No. 3, the Plant Scherer Common Facilities or both, including without limitation the following:

(1) The making of such agreements and modifications of existing agreements, other than this Agreement, the Operating Agreement, the Units Ownership Agreement and the Units Operating Agreement, and the taking of such other action as Georgia deems necessary or appropriate, in its sole discretion, or as may be required under the regulations or directives of any regulatory agencies having jurisdiction, with respect to the planning, licensing, design, construction, acquisition and completion of Scherer Unit No. 3, the Plant Scherer Common Facilities or both for commercial service, and the renewal, addition, replacement or

modification of all or any part thereof, whether before or after completion, which such agreements and modifications shall, together with all such existing agreements, be held by Georgia for itself and as agent for the other Scherer Unit No. 3 Participants, the other Scherer Unit No. 4 Participants, the other Participants or all of them, as the case may be;

(ii) The making of such agreements and modifications of existing agreements, other than this Agreement, the Operating Agreement, the Units Ownership Agreement and the Units Operating Agreement and the taking of such other action as Georgia deems necessary or appropriate, with the consent of the Additional Unit Participants owning in the aggregate more than 50% undivided ownership interests in Scherer Unit No. 3 with respect to any action involving disposal (including retirement and salvaging) of all or any part of Scherer Unit No. 3 and with the consent of the Participants owning at least an aggregate 75% undivided ownership interest in the Units (including MEAG, so long as MEAG owns at least a 15.1% undivided ownership interest in the Units) with respect to any action involving disposal (including retirement and salvaging) of all or any part of the Plant Scherer Common Facilities, or as may be required under the regulations or directives of any regulatory agencies having jurisdiction with

respect to the disposal (including retirement and salvaging) of all or any part of Scherer Unit No. 3, the Plant Scherer Common Facilities or both, whether before or after completion, which such agreements and modifications, together with such existing agreements, shall be held by Georgia for itself and as agent for the other Scherer Unit No. 3 Participants (and, if with respect to the Plant Scherer Common Facilities, the Additional Unit Common Facilities or both, for the other Additional Unit Participants, the other Participants or all of them, as the case may be); provided, however, that from and after any sales of undivided ownership interests in the Plant Scherer Common Facilities to Additional Unit Participants pursuant to Section 10(a) of the Units Ownership Agreement, the making of such agreements and modifications and the taking of such actions with respect to the disposal (including retirement and salvaging) of the Plant Scherer Common Facilities shall be with the consent of (1) Participants and Additional Unit Participants owning at least an aggregate 55% undivided ownership interest in the Plant Scherer Common Facilities, in the case of sales of undivided ownership interests in the Plant Scherer Common Facilities pursuant to Section 10(a) of the Units Ownership Agreement with respect to one but not

both of the Additional Units, and (2) Participants and Additional Unit Participants owning at least an aggregate 76% undivided ownership interest in the Plant Scherer Common Facilities, in the case of sales of undivided ownership interests in the Plant Scherer Common Facilities pursuant to Section 10(a) of the Unit's Ownership Agreement with respect to both Additional Units; and provided further, however, that in either such case the consent of MEAG shall be required so long as MEAG owns at least a 15.1% undivided ownership interest in the Plant Scherer Common Facilities;

(iii) The execution and filing, with any regulatory agency having jurisdiction, of applications, amendments, reports and other documents and filings in or in connection with the licensing and other regulatory matters with respect to Scherer Unit No. 3, the Plant Scherer Common Facilities or both;

(iv) The receipt on behalf of the Additional Unit Participants of any notice or other communication from any governmental agency having jurisdiction, as to any licensing or other similar matter with respect to Scherer Unit No. 3, the Plant Scherer Common Facilities or both; and

(v) The right, on its own behalf and on behalf of the other Additional Unit Participants, to

provide, or contract with any of its affiliates to purchase or provide, at cost, any equipment or facilities or to perform, or contract with any of its affiliates to perform, services, at cost, in connection with Scherer Unit No. 3, the Plant Scherer Common Facilities or both.

Georgia and Gulf agree that all such agreements which relate to the Plant Scherer Common Facilities only, described in this Section 5(b) (other than agreements with affiliates of Georgia) which are entered into after May 22, 1980, shall, by their terms, be made assignable by Georgia as agent to any replacement or successor agent for the Participants and Additional Unit Participants with respect to the Plant Scherer Common Facilities, pursuant to this Agreement, the Operating Agreement, the Units Ownership Agreement or the Units Operating Agreement.

(c) Standards of Conduct. As the sole standards against which the conduct of Georgia as agent for the other Additional Unit Participants shall be measured notwithstanding any provision of law, and as the sole liability for failure to comply with such standards notwithstanding any provision of law:

(i) Georgia shall use its reasonable best efforts to discharge its responsibilities as agent in accordance with Prudent Utility Practice. In the event

Georgia fails at any time to comply with the provisions of the preceding sentence, the other Additional Unit Participants, as their sole and exclusive remedy, legal or equitable, shall have the right to remove Georgia as agent hereunder and under the Operating Agreement in accordance with all of the provisions of Section 5(c)(iv) hereof.

For purposes of this Agreement, "Prudent Utility Practice" at a particular time shall mean any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry prior to such time, 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 the lowest reasonable cost consistent with good business practices, reliability, safety and expedition. "Prudent 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 possible practices, methods or acts having due regard for, among other things, manufacturers' warranties and the requirements of governmental agencies of competent jurisdiction and the requirements of this Agreement and of the Operating

Agreement. Compliance by Georgia with the provisions of any construction budget estimate, revised construction budget estimate, capital budget estimate or revised capital budget estimate which has been altered by Participants, Additional Unit Participants or both, other than Georgia, pursuant to Section 5(b) or 5(e) of the Units Ownership Agreement or Section 6(b) or 6(e) of this Agreement, as the case may be, from any such estimate submitted by Georgia shall not constitute a breach by Georgia of its obligation to discharge its responsibilities as agent for the other Additional Unit Participants hereunder in accordance with Prudent Utility Practice.

(ii) In the event that Georgia should fail to comply with the provisions of Section 7(a) hereof, (x) the other Additional Unit Participants may remove and replace Georgia as agent hereunder and under the Operating Agreement in accordance with all of the provisions of Section 5(c)(iv) hereof or (y) any Scherer Unit No. 3 Participant may pursue remedies, if any, available to it at law or equity or (z) both (x) and (y).

(iii) Notwithstanding any other provision of this Agreement, and without regard to whether Georgia's conduct as agent hereunder falls within the standards

of permissible conduct specified in Section 5(c)(1) hereof, in the event that (A) Georgia, in disregard of the provisions of any then current capital budget approved, adopted, amended or utilized pursuant to Section 6(e) hereof and Section 5(e) of the Units Ownership Agreement, incurs an obligation for any capital expenditure in excess of \$1,000,000 (measured in 1979 dollars) in connection with the Plant Scherer Common Facilities that is not authorized by such capital budget (other than any such expenditures which are reasonably required to respond appropriately to emergencies or which are incurred pursuant to regulatory requirements), or makes any capital expenditure in excess of \$1,000,000 (measured in 1979 dollars) in connection with the Plant Scherer Common Facilities which was not authorized by a capital budget approved, adopted, amended or utilized pursuant to Section 6(e) hereof and Section 5(e) of the Units Ownership Agreement at the time the obligation for such expenditure was incurred (other than any such expenditures which are reasonably required to respond appropriately to emergencies or which are made pursuant to regulatory requirements), and (B) the provisions of such budget with respect to such expenditure (or the failure to make provisions for such expenditure, as the case may

be) at the time it is paid or incurred conform to Prudent Utility Practice, then, as the Participants' and Additional Unit Participants' sole and exclusive remedy, Participants owning not less than an aggregate 75% undivided ownership interest in the Units (including MEAG, so long as MEAG shall own at least a 15.1% undivided ownership interest in the Units) may remove and replace Georgia as agent for the planning, design, licensing, acquisition, construction, completion, management, control, operation, maintenance, renewal, addition, replacement, modification and disposal (collectively, the "Agency Functions") with respect to the Plant Scherer Common Facilities hereunder, under the Operating Agreement, under the Units Ownership Agreement and under the Units Operating Agreement, in accordance with all of the provisions of Section 4(c)(iv) of the Units Ownership Agreement and Section 5(c)(iv) hereof; provided, however, that nothing contained in this Section 5(c) or elsewhere in this Agreement shall preclude Participants owning not less than an aggregate 75% undivided ownership interest in the Units (upon the concurrence of MEAG so long as it owns at least a 15.1% undivided ownership interest in the Units) from suing for and obtaining injunctive relief to prevent Georgia from paying or incurring any capital expenditures

which, if paid or incurred, would entitle such Participants to remove and replace Georgia as agent pursuant to this Section 5(c)(iii) or which are prohibited by the provisions of Section 5(c)(iv) hereof after a notice of removal, it being acknowledged by the parties hereto that the legal remedy available hereunder to such Participants following the incurrence of any such obligation or the payment of any such expenditure is inadequate, and the parties agree that such Participants shall be entitled to a temporary and permanent injunction or other equitable relief specifically to prevent such incurrence or payment without the necessity of proving the inadequacy of their legal remedies. In the event such Participants and Additional Unit Participants fail to give Georgia written notice of removal and replacement as agent within one year of the incurrence or payment on which such removal would be based, the Participants and Additional Unit Participants shall not thereafter be entitled to use such incurrence or payment as a cause for removal under the provisions of this Section 5(c)(iii).

(iv) The removal and replacement of Georgia as agent under this Agreement and under the Operating Agreement pursuant to any provisions of this Agreement authorizing such removal and replacement, and the

replacement of Georgia as agent for the Agency Functions with respect to the Plant Scherer Common Facilities under this Agreement and under the Operating Agreement in the event that the appointment of Georgia as agent for the other Participants for the Agency Functions with respect to the Plant Scherer Common Facilities under the Units Ownership Agreement and under the Units Operating Agreement is cancelled, terminated or suspended in whole or in part pursuant to Section 6(i)(vi) of the Units Ownership Agreement, shall be conducted in accordance with all of the following provisions of this Section 5(c)(iv):

A. The removal of Georgia as agent for the Agency Functions with respect to the Additional Units under this Agreement and under the Operating Agreement and the appointment of a successor agent shall be effected, subject to approval of any regulatory agency having jurisdiction, upon written notice to Georgia executed by Additional Unit Participants owning not less than an aggregate 80% undivided ownership interest in the Additional Units. Any such notice must identify the date upon which such removal and appointment shall be effective, the cause for such removal and the provisions hereof or of the Operating Agreement or both upon which such removal is based, and either the name of the

successor agent appointed to replace Georgia as agent or the names of two potential successor agents, one of whom shall be appointed to replace Georgia as agent. In the event such notice of removal identifies two potential successor agents, Additional Unit Participants owning not less than an aggregate 80% undivided ownership interest in the Additional Units shall notify Georgia in writing of the identity of the one appointed to replace Georgia as agent forthwith upon its appointment, which shall occur no later than the date upon which the removal of Georgia as agent is to be effective as set forth in such notice of removal.

B. From and after any sales of undivided ownership interests in the Plant Scherer Common Facilities to Additional Unit Participants pursuant to Section 10(a) of the Units Ownership Agreement, the removal or replacement of Georgia as agent for the Agency Functions with respect to the Plant Scherer Common Facilities under this Agreement, the Operating Agreement, the Units Ownership Agreement and the Units Operating Agreement shall require the execution of the notice described in Section 5(c)(iv)(A) above and the concurrence in the appointment of a successor agent by, (1) Participants and Additional Unit Participants owning at least an aggregate 68% undivided ownership

interest in the Plant Scherer Common Facilities, in the case of sales of undivided ownership interests in the Plant Scherer Common Facilities pursuant to Section 10(a) of the Units Ownership Agreement with respect to one but not both of the Additional Units, and (2) Participants and Additional Unit Participants owning at least an aggregate 76% undivided ownership interest in the Plant Scherer Common Facilities, in the case of sales of undivided ownership interests in the Plant Scherer Common Facilities pursuant to Section 10(a) of the Units Ownership Agreement with respect to both Additional Units; provided, however, that in either such case the execution of such notice and the concurrence in such action by MEAG shall be required so long as MEAG owns at least a 15.1% undivided ownership interest in the Plant Scherer Common Facilities. The Additional Unit Participants acknowledge that prior to any such sales of undivided ownership interests in the Plant Scherer Common Facilities pursuant to Section 10(a) of the Units Ownership Agreement, Georgia may be removed as agent for the Agency Functions with respect to the Plant Scherer Common Facilities by the Participants only, pursuant to the provisions of Section 4 of the Units Ownership Agreement, the Units Operating Agreement or both. In such event, unless Georgia shall

have been removed as agent by the Additional Unit Participants with respect to the Agency Functions for the Additional Units pursuant to Section 5(c)(iv)(A) hereof, Section 4(c)(iv)(A) of the Operating Agreement or both, Georgia shall continue as agent for the Agency Functions with respect to the Additional Units under this Agreement and under the Operating Agreement.

C. Except as provided in Section 5(c)(iv)(B) hereof, Georgia shall have no obligation to continue as agent under this Agreement or under the Operating Agreement from and after the date upon which its removal as agent is to be effective as set forth in said notice of removal. In addition, from and after the date upon which such removal of Georgia as agent is to be effective as set forth in the notice of removal, the other Additional Unit Participants shall indemnify and hold Georgia harmless from and against any loss, cost and expense resulting from the failure of the successor agent to assume such position on such effective date, except that if such removal is with respect to the Agency Functions for the Plant Scherer Common Facilities only, and the notice of such removal is given prior to any sales pursuant to Section 10(a) of the Units Ownership Agreement, the other Additional Unit Participants shall not be required to so indemnify

and hold Georgia harmless. After the date of the written notice of removal of Georgia as agent, Georgia shall have no authority (1) to incur any obligation with respect to the Plant Scherer Common Facilities for any capital expenditure in excess of \$1,000,000 (measured in 1979 dollars) (other than any such expenditures which are reasonably required to respond appropriately to emergencies or which are incurred pursuant to regulatory requirements) which is not authorized by the then current capital budget approved, adopted, amended or utilized pursuant to Section 5(e) of the Units Ownership Agreement and Section 6(e) hereof, or (2) to make any capital expenditure with respect to the Plant Scherer Common Facilities in excess of \$1,000,000 (measured in 1979 dollars) (other than any such expenditures which are reasonably required to respond appropriately to emergencies or which are made pursuant to regulatory requirements) which was not authorized by a capital budget approved, adopted, amended or utilized pursuant to Section 5(e) of the Units Ownership Agreement and Section 6(e) hereof at the time the obligation for such expenditure was incurred. Georgia agrees that it will cooperate with the successor agent in facilitating the assumption of such position by the successor agent and in generally familiarizing the successor

agent and its employees and agents with the Additional Units and the Plant Scherer Common Facilities and with their physical orientation and operation.

D. In the event Georgia shall by the effective date of its removal as agent be unable, upon the exercise of its best efforts, but without additional cost to it, to relocate its employees and SCSJ employees who, during the 60 days immediately preceding the date of the notice of removal of Georgia as agent, shall have been assigned for more than 20% of their time as employees of Georgia or SCSJ to any one or more of the Agency Functions for the Additional Units (or the Plant Scherer Common Facilities, if Georgia shall also have been removed as agent with respect thereto), the Additional Unit Participants voting to remove Georgia as agent shall thereafter reimburse Georgia as provided below in the amount of the compensation of any such employees who shall not have been so relocated by the effective date of removal until the earlier of the first anniversary of such date or such time as such employees have been relocated or have resigned, retired or been terminated by Georgia or SCSJ; provided, however, that in respect of any such employee who shall not have been assigned exclusively to any one or more of the Agency Functions for the Additional Units (or

the Plant Scherer Common Facilities, if GPC shall also have been removed as agent with respect thereto) for at least 60 days immediately preceding the date of the notice of removal of Georgia as agent, the Additional Unit Participants voting to remove Georgia as agent shall reimburse Georgia only for that percentage of such employee's compensation as the amount of time that such employee was so assigned during such time period bears to the aggregate amount of time spent by such employee during such time period in the employment of Georgia or SCS; and provided further, however, that no Additional Unit Participant other than Georgia (or a corporate affiliate of Georgia) may offer employment to any management or supervisory employee of Georgia or SCS who during the 180 days immediately preceding the date of the notice of removal of Georgia as agent has been assigned for more than 20% of his time as an employee of Georgia or SCS to any one or more of the Agency Functions for the Additional Units, Plant Scherer Common Facilities or both without Georgia's prior written approval, except that to the extent the successor agent or any Additional Unit Participant other than Georgia (or a corporate affiliate of Georgia) states in writing its willingness to offer employment to any such employee at not less than the

same compensation level as then received by such employee from Georgia or SCS? and Georgia refuses to approve the making of such offer, Georgia shall not receive reimbursement for such employee's compensation hereunder. Each Additional Unit Participant voting to remove Georgia as agent shall be responsible for the payment of a fraction of such reimbursement the numerator of which is the undivided ownership interest of such Additional Unit Participant in the Additional Units and the denominator of which is the aggregate percentage undivided ownership interest in the Additional Units of all Additional Unit Participants voting to remove Georgia as agent. In the event that the removal of Georgia as agent is based on Georgia's failure to comply with the provisions of the first sentence of Section 5(c)(i) hereof, then the percentage undivided ownership interest of Georgia in the Additional Units shall be included in the denominator of the fraction expressed in the preceding sentence of this Section 5(c)(iv)(D).

(d) Management and Operating Audits. Each Scherer Unit No. 3 Participant shall have the right from time to time to conduct management and operating audits, at its own cost, of Georgia's performance as agent hereunder and under the Operating Agreement, either by its own officers and employees or through its duly authorized agents or

representatives. Georgia shall cooperate with each other Scherer Unit No. 3 Participant in the conducting of any such audit and, subject to the applicable regulations of any regulatory agency having jurisdiction and the provisions of Section 5(i) and 5(j) hereof, give each other Scherer Unit No. 3 Participant reasonable access to all contracts, records, and other documents relating to Scherer Unit No. 3, the Plant Scherer Common Facilities or both.

(e) On-Site Observation and Inspection. Each Scherer Unit No. 3 Participant shall be entitled to have its employees and other authorized representatives, including outside consultants, visit the Plant Scherer site at reasonable times to observe and inspect the Scherer Unit No. 3 and the Plant Scherer Common Facilities and the activities by Georgia; provided that such employees and representatives shall be subject to, and required to conduct themselves in accordance with, the directives of Georgia's senior site official to the end that their activities shall not interfere with Georgia's performance of its obligations as agent hereunder, under the Operating Agreement, under the Units Ownership Agreement and under the Units Operating Agreement.

(f) Indemnification. In the event Georgia, in its performance as agent hereunder, under the Operating Agreement or both, incurs any liability to any third party

(other than liability resulting from Georgia's failure to comply with the provisions of Sections 5(c)(ii) or 7(a) hereof or, if with respect to the Plant Scherer Common Facilities, the Plant Scherer Coal Stockpile or both, Sections 5(c)(ii) or 7(a) hereof or Sections 4(c)(ii) or 6(a) of the Units Ownership Agreement) any reasonable amount paid by Georgia on account of such liability shall be considered a Cost of Construction and apportioned among the Scherer Unit No. 3 Participants pursuant to Sections 6(c) and 6(f) hereof.

(g) Descriptions. As soon as practicable after the date of Commercial Operation of Scherer Unit No. 3, Georgia shall furnish to each other Scherer Unit No. 3 Participant descriptions of Scherer Unit No. 3 and the Plant Scherer Common Facilities, as the case may be, setting forth in reasonable detail the facilities, equipment and other property and rights then constituting such unit or facilities, including all property, real or personal, and rights therein jointly paid for under this Agreement.

(h) Commercial Operation. For purposes of this Agreement, "Commercial Operation" of Scherer Unit No. 3 shall mean the next day following 360 successive hours of continuous operation of that unit or the day it is declared commercially operable by Georgia, whichever first occurs.

(i) Right to Copies. Subject to the provisions of Section 5(j) hereof, any Scherer Unit No. 3 Participant and any successor agent hereunder or under the Operating Agreement shall each be entitled to copy any and all (i) contracts, books, records, reports and other documents and papers to which such Scherer Unit No. 3 Participants, their respective officers, employees, duly authorized agents or representatives and consultants or any successor agent is permitted access, or which Georgia has agreed shall be available for audit, under the terms of this Agreement or the Operating Agreement, and (ii) any and all architectural, engineering and design drawings and specifications that have been or shall hereafter be prepared in connection with Scherer Unit No. 3, the Plant Scherer Common Facilities, or both. The Scherer Unit No. 3 Participants (other than Georgia) and any successor agent shall use any such copy, the information contained therein, or both, only in the exercise of their respective rights and obligations hereunder or under the Operating Agreement; neither any Scherer Unit No. 3 Participant (other than Georgia) nor any successor agent may sell or otherwise transfer any such copy or the information contained therein to any person or entity except that, subject to the provisions of Section 5(j) hereof, a Scherer Unit No. 3 Participant may provide such copies or disclose their contents to its respective

mortgagees and security deed holders; and neither any Scherer Unit No. 3 Participant (other than Georgia), any successor agent, their respective officers, employees, agents, representatives, consultants, mortgagees nor security deed holders may use any such copy or the information contained therein in connection with any other generating plant or for the benefit of any other person or entity.

(j) Confidentiality of Information. Notwithstanding any other provision of this Agreement and the Operating Agreement, the Scherer Unit No. 3 Participants recognize that there are, or may be in the future, certain contracts, records, drawings, data or other documents or information relating to the planning, design, licensing, acquisition, construction, completion, management, control, operation, maintenance, renewal, addition, replacement, modification or disposal of Scherer Unit No. 3, the Plant Scherer Common Facilities or both which the party or parties supplying any such material to Georgia have designated as proprietary, confidential or privileged, and as to which Georgia is obligated not to disclose to any other person or entity without the express approval of such supplier. Gulf agrees that Georgia shall have no obligation under this Agreement and the Operating Agreement to disclose, provide access to or permit copying of any such material which has been designated as proprietary, confidential or privileged

and that any such disclosure to Gulf shall be in accordance with all of the terms of any such approval; provided, however, that any such material that has been developed or produced by SCSI as agent for Georgia for use at or in connection with Scherer Unit No. 3, the Plant Scherer Common Facilities or both shall be deemed, for the purpose of this Section 5(j), to have been developed or produced by Georgia and not to have been supplied to Georgia by SCSI.

Gulf further agrees, notwithstanding any other provisions of this Agreement and the Operating Agreement, that any contracts, records, drawings, data or other documents or information relating to the planning, design, licensing, acquisition, construction, completion, management, control, operation, maintenance, renewal, addition, replacement, modification or disposal of the Scherer Unit No. 3, the Plant Scherer Common Facilities or both which is disclosed to it and which is designated by Georgia or by any party supplying any such material to Georgia as proprietary, privileged or confidential (the "Proprietary Information") shall not be disclosed to any other entity or to any person who is not an officer or employee, respectively, of Gulf; provided, however, that the respective mortgagees and security deed holders of the Scherer Unit No. 3 Participants shall be entitled to examine (but not to copy) at the offices of their respective debtors (or if such material is not at the offices of their respective debtors,

then at the offices of Georgia), any such material that has been designated as proprietary, privileged or confidential by Georgia (or by SCSI if the Proprietary Information so designated by SCSI is deemed pursuant to the preceding paragraph to have been developed or produced by Georgia) but which has not been so designated by any other person or entity. The Scherer Unit No. 3 Participants (other than Georgia) agree to take all reasonable steps to protect the proprietary, privileged or confidential nature of all Proprietary Information furnished to any of them, including without limitation: (i) limiting access to and disclosure of such Proprietary Information only (A) to those officers or employees, respectively, of such Scherer Unit No. 3 Participants who have a need for access to such Proprietary Information reasonably related to the exercise of any rights of such Scherer Unit No. 3 Participants hereunder or under the Operating Agreement and (B) to the respective mortgagees and security deed holders of such Scherer Unit No. 3 Participants as permitted by the provisions of the preceding sentence; and (ii) ensuring that those receiving any such Proprietary Information understand the proprietary, confidential or privileged nature of such Proprietary Information. In the event that any such Scherer Unit No. 3 Participant (other than Georgia) shall consider it necessary or desirable to disclose or provide copies or

summaries of or access to any Proprietary Information to any person or entity not an employee or officer, respectively, of such Scherer Unit No. 3 Participant, and such disclosure is not otherwise permitted by the preceding provisions of this paragraph, then such Scherer Unit No. 3 Participant shall request in writing that Georgia obtain all necessary approval for such disclosure. Such written request shall specify the Proprietary Information the respective Scherer Unit No. 3 Participant wishes to disclose, to whom the Proprietary Information is to be disclosed and the purpose for which the Proprietary Information is to be used. The Scherer Unit No. 3 Participant requesting such disclosure shall be responsible for obtaining an agreement from the party to whom such disclosure is to be made, satisfactory in form and content to Georgia and to any party supplying such Proprietary Information to Georgia, to the effect that the party to whom disclosure is to be made will protect the proprietary, privileged or confidential nature of the Proprietary Information, will not use such Proprietary Information for any purpose other than the purpose for which approval is expressly given and such other matters as Georgia, the party supplying such Proprietary Information to Georgia, or both, may specify.

(k) Plant Tours. Upon prior approval of Georgia, the other Scherer Unit No. 3 Participants may

schedule plant tours and visits at Scherer Unit No. 3 and the Plant Scherer Common Facilities, subject to the rules and regulations of regulatory authorities.

6. Ownership, Rights and Obligations.

(a) Tenants in Common. The Scherer Unit No. 3 Participants shall have title to Scherer Unit No. 3 as tenants in common (and as tenants in common with the other Additional Unit Participants with respect to the Additional Unit Common Facilities) and, in the case of the Plant Scherer Common Facilities, from and after any sales of undivided ownership interests in the Plant Scherer Common Facilities pursuant to Section 10(a) of the Units Ownership Agreement, have title to the Plant Scherer Common Facilities as tenants in common with each other, with the other Additional Unit Participants, if any, and with the Participants, and shall, as co-tenants with undivided ownership interests therein, and subject to the terms of this Agreement and the Operating Agreement, and with respect to the Plant Scherer Common Facilities, subject in addition to the applicable terms of the Units Ownership Agreement and the Units Operating Agreement, own Scherer Unit No. 3 and the Plant Scherer Common Facilities, have the related rights and obligations, including payment therefor, and be entitled to the output of capacity and energy of Scherer Unit No. 3 in the same percentages, respectively, as each such

Scherer Unit No. 3 Participant's percentage undivided ownership interest from time to time in Scherer Unit No. 3 and in the Plant Scherer Common Facilities, as the case may be.

(b) Construction Budget. As agent for the other Scherer Unit No. 3 Participants in the construction of Scherer Unit No. 3 and the Plant Scherer Common Facilities, Georgia has delivered to the other Scherer Unit No. 3 Participants an initial construction budget setting forth the amounts estimated to be expended by the Scherer Unit No. 3 Participants for the Cost of Construction and a summary cash flow setting forth the amounts estimated to be expended in each quarter to the estimated date of Commercial Operation. Subject to the provisions of Section 5(e) hereof with respect to the Plant Scherer Common Facilities, by October 1 and April 1 of each year until the date of Commercial Operation of Scherer Unit No. 3, Georgia shall provide to all Scherer Unit No. 3 Participants a revised construction budget estimate supported by detail reasonably adequate for the purpose of each Scherer Unit No. 3 Participant's reasonable review thereof, which estimate shall include, without limiting the generality of the foregoing, information demonstrating the basis for all allocations of administrative and general expenses and information demonstrating the basis for any other allocations of expenses between or among the Units and the Additional Units, and

which shall describe the items of Cost of Construction and the amounts expected to be expended therefor each month during the twelve-month period commencing on the following January 1 or July 1, as the case may be, and in each quarter thereafter to the estimated date of Commercial Operation of Scherer Unit No. 3. Each such budget estimate shall include the schedule for Scherer Unit No. 3 and the Plant Scherer Common Facilities containing a critical path analysis for the design and construction thereof, a plan and timetable for obtaining the necessary permits, licenses and approvals from any agency having jurisdiction over Scherer Unit No. 3, the Plant Scherer Common Facilities or both, the then currently expected date of Commercial Operation of Scherer Unit No. 3 and such other plans, timetables or schedules, if any, as Georgia may deem appropriate; provided, however, that the construction and completion schedule for Scherer Unit No. 3 shall be in the sole discretion of Georgia and may be changed by Georgia at any time and from time to time, and if so changed, Georgia shall thereafter present a revised construction budget estimate to the Scherer Unit No. 3 Participants to reflect such budget changes. By December 1 and June 1, respectively, of each year, any Scherer Unit No. 3 Participant shall submit to Georgia any comments or recommendations it deems appropriate. The Scherer Unit No. 3 Participants

shall then proceed with due consideration of such comments or recommendations and shall adopt, by approval of the Scherer Unit No. 3 Participants owning at least an aggregate 80% undivided ownership interest in Scherer Unit No. 3, a construction budget estimate by January 1 or July 1 of each year, and, in the failure of which, the construction budget estimate to be utilized shall be the one submitted by Georgia; provided, however, that (i) prior to any sales of undivided ownership interests in the Plant Scherer Common Facilities pursuant to Section 10(a) of the Units Ownership Agreement, all portions of each construction budget estimate which relate to the Plant Scherer Common Facilities shall be adopted by approval of Participants owning at least an aggregate 75% undivided ownership interest in the Plant Scherer Common Facilities (including MEAG, so long as MEAG shall own at least 15.1% undivided ownership interest in the Plant Scherer Common Facilities), (ii) from and after any sales of undivided ownership interests in the Plant Scherer Common Facilities pursuant to Section 10(a) of the Units Ownership Agreement with respect to one but not both of the Additional Units, all portions of each construction budget estimate which relate to the Plant Scherer Common Facilities shall be adopted by approval of Participants and Additional Unit Participants owning at least an aggregate 68% undivided ownership interest in the Plant Scherer Common Facilities (including MEAG,

so long as MEAG shall own at least a 15.1% undivided ownership interest in the Plant Scherer Common Facilities), and (iii) from and after any sales of undivided ownership interests in the Plant Scherer Common Facilities pursuant to Section 10(a) of the Units Ownership Agreement with respect to both Additional Units, all portions of each construction budget estimate which relate to the Plant Scherer Common Facilities shall be adopted by approval of Participants and Additional Unit Participants owning at least an aggregate 76% undivided ownership interest in the Plant Scherer Common Facilities (including MEAG, so long as MEAG shall own at least a 15.1% undivided ownership interest in the Plant Scherer Common Facilities), and in the failure of such approval in any of such cases, the construction budget estimate relating to the Plant Scherer Common Facilities to be utilized shall be the one submitted by Georgia. Construction budget estimates may otherwise be changed by Georgia from time to time as necessary to reflect changes in construction schedules, payment schedules, plans, specifications or costs, and when so changed shall be submitted similarly to the Scherer Unit No. 3 Participants (or in the case of those portions relating to the Plant Scherer Common Facilities, to the Participants or to the Participants and Additional Unit Participants) and adopted as provided in the preceding provisions of this Section 6(b).

Georgia shall attempt to construct Scherer Unit No. 3 and the Plant Scherer Common Facilities in accordance with the then current construction budget estimate so that the payments required to be made by each Scherer Unit No. 3 Participant pursuant to this Section 6(b) shall be, as nearly as practicable, within the current construction budget estimate of expenditures contained therein. Georgia makes no representation, warranty or promise of any kind as to the accuracy of any of such construction budget estimates or that such attempt to construct Scherer Unit No. 3 and the Plant Scherer Common Facilities in accordance with the then current construction budget estimate will be successful, and in no event shall Georgia have any liability to any other Participant or Additional Unit Participant in these regards.

In the event Georgia alters any construction schedule or construction budget with respect to the Plant Scherer Common Facilities because it desires to defer the time or times at which it would otherwise be obligated to contribute to the Common Facility Cost of Construction, unless approved by Participants owning at least an aggregate 75% undivided ownership interest in the Units (including MEAG, so long as MEAG owns at least a 15.1% undivided ownership interest in the Units), all Participants and Additional Unit Participants shall be liable for Plant

Scherer Common Facility construction payments as if such alteration had not been made.

(c) Payments to be made During Construction.

From and after the Closing, but prior to Commercial Operation of Scherer Unit No. 3, each Scherer Unit No. 3 Participant shall pay an amount equal to its respective percentage shares of the Discrete Scherer Unit No. 3 Cost of Construction and the Common Facility Cost of Construction incurred thereafter but prior to such Commercial Operation, payable in accordance with the further provisions of this Section 6(c). Each Scherer Unit No. 3 Participant's respective percentage shares of such Discrete Scherer Unit No. 3 Cost of Construction and such Common Facility Cost of Construction shall be equivalent to its respective percentage undivided ownership interests in Scherer Unit No. 3 and in the Plant Scherer Common Facilities, respectively, at the time such Cost of Construction is incurred.

Georgia will, on or before the first day of each month, commencing with the month of the Closing, notify each other Scherer Unit No. 3 Participant of the nature and amount of the Discrete Scherer Unit No. 3 Cost of Construction and the Common Facility Cost of Construction anticipated to be incurred during the succeeding calendar month plus or minus any adjustments for such costs incurred in

prior months but not previously charged or credited to Georgia and the other Scherer Unit No. 3 Participants, as appropriate. Each Scherer Unit No. 3 Participant shall make payment into the Construction Account (as hereinafter defined) in immediately available funds of its respective percentage shares of such costs as so adjusted during such succeeding month in accordance with the schedule determined and delivered to them by Georgia; provided, that the first of such payments by Gulf shall be made at the Closing. Each such notification made by Georgia of anticipated costs and adjustments shall be accompanied and adjusted by an accounting of costs incurred, as adjusted, for preceding months.

Each Scherer Unit No. 3 Participant shall have until the one hundred eightieth day after (i) the commencement of Commercial Operation of Scherer Unit No. 3 or (ii) the furnishing of an accounting by Georgia of all items of the Cost of Construction incurred prior to the Commercial Operation of Scherer Unit No. 3 (but including Common Facility Cost of Construction attributable only to such of the Plant Scherer Common Facilities as may have been required for the Commercial Operation of such unit), whichever is later, to question or contest the correctness of any such charge or credit made to it pursuant to this Section 6(c) in respect of Scherer Unit No. 3 or the Plant

Scherer Common Facilities, as the case may be, after which time the correctness of such charge or credit shall be conclusively presumed. In the event that any Scherer Unit No. 3 Participant by timely notice questions or contests the correctness of any such charge or credit as provided in the preceding sentence, Georgia shall promptly review the questioned charge or credit and shall within 55 days following notice from a Scherer Unit No. 3 Participant questioning or contesting such charge or credit notify each Scherer Unit No. 3 Participant of the amount of any error and the amount of reimbursement, if any, that each Scherer Unit No. 3 Participant is required to make or is entitled to receive in respect of such error. Not later than the fifth banking day after receipt of such notice from Georgia as to the amount of reimbursement any Scherer Unit No. 3 Participant is required to make or is entitled to receive, each Scherer Unit No. 3 Participant (other than Georgia) required to make reimbursement shall deposit the amount specified in such notice into the Construction Account in immediately available funds. Any such reimbursement required to be made by Georgia shall be so deposited by Georgia not later than the fifth banking day after Georgia notifies the other Scherer Unit No. 3 Participants of the amount of such reimbursement that it is required to make. From the amount so deposited, Georgia shall immediately

thereafter distribute to each Scherer Unit No. 3 Participant entitled to receive such reimbursement the amount that such Scherer Unit No. 3 Participant is entitled to receive (or if the amount so deposited is insufficient to reimburse in full all Scherer Unit No. 3 Participants entitled to receive reimbursement, then Georgia shall distribute the amount so deposited among the Scherer Unit No. 3 Participants entitled to receive such reimbursement pro rata in accordance with each Scherer Unit No. 3 Participant's entitlement to reimbursement in respect of such error), except that if any such Scherer Unit No. 3 Participant is then in default in respect of any payments required to be made under this Agreement or the Operating Agreement, an amount equal to such defaulting Scherer Unit No. 3 Participant's share of the amount so deposited with respect to such reimbursement shall be retained in the Construction Account and distributed in accordance with the provisions of Section 6(d) of this Agreement. . In the event of any error with respect to charges or credits for Common Facility Cost of Construction, Georgia will, in addition, follow the procedure specified in the next to last paragraph of Section 5(c) of the Units Ownership Agreement (or, if applicable, pursuant to the next to last paragraph of Section 5(f) of the Units Ownership Agreement). Georgia shall have no responsibility or liability for the failure

of any Participant or Additional Unit Participant (other than itself) to deposit funds as provided in this Section 6(c) or as provided in Sections 5(c) and 5(f) of the Units Ownership Agreement.

Georgia will provide each other Scherer Unit No. 3 Participant with such information as is reasonably required by such Scherer Unit No. 3 Participant in order to account for payments made pursuant to this Section 6(c) on such Scherer Unit No. 3 Participant's books.

(d) Construction Account. Immediately following the Closing, Georgia shall establish for Scherer Unit No. 3 and shall establish or utilize for the Plant Scherer Common Facilities a separate account or accounts (the "Construction Account"), which in the discretion of Georgia may be interest bearing or noninterest bearing, in a bank or banks the deposits in which are insured, subject to applicable limits, by the Federal Deposit Insurance Corporation and which meets or meet all applicable requirements imposed upon depositaries of Georgia. All moneys for the payment of the Cost of Construction incurred after the Closing and prior to Commercial Operation of Scherer Unit No. 3 shall be deposited by the Scherer Unit No. 3 Participants in the Construction Account, and, unless the Scherer Unit No. 3 Participants shall otherwise agree with respect to Discrete Scherer Unit

No. 3 Cost of Construction or unless the Participants and the Additional Unit Participants owning undivided ownership interests in the Plant Scherer Common Facilities shall otherwise agree with respect to Common Facility Cost of Construction, Georgia as agent shall withdraw and apply funds from the Construction Account only as necessary to pay Discrete Scherer Unit No. 3 Cost of Construction or Common Facility Cost of Construction, as the case may be. In the event that during any month the balance in the Construction Account is insufficient to pay the Cost of Construction required to be paid that month (other than as a result of the nonpayment by a Scherer Unit No. 3 Participant of an amount due from it pursuant to Section 6(c) hereof), Georgia shall promptly so notify the other Scherer Unit No. 3 Participants by telephone of the amount required to be paid by each Scherer Unit No. 3 Participant and thereafter promptly confirm the same in writing. Each of the Scherer Unit No. 3 Participants shall pay its respective share of such deficit into the Construction Account in immediately available funds not later than on the fifth banking day after receipt of such notice from Georgia. In the event such deficit is in respect of Common Facility Cost of Construction, Georgia shall, in addition, follow the procedure specified in the third and fourth sentences of the first paragraph of Section 5(d) of the Units Ownership Agreement (or, if applicable, the procedure specified

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in the third and fourth sentences of the first paragraph of Section 5(g) of the Units Ownership Agreement). Georgia shall have no responsibility or liability to make up any such deficit out of its own funds in excess of its proportionate share of such deficit.

From and after the Closing until the date of Commercial Operation of Scherer Unit No. 3, each Scherer Unit No. 3 Participant shall continue to own and maintain its proportionate undivided ownership interest in the Construction Account (other than amounts, if any, deposited in the Construction Account pursuant to the penultimate paragraph of Section 6(c) above, which amounts shall be owned solely by the Additional Unit Participants, Participants or both, as the case may be, to whom such amounts are to be distributed as provided in such paragraph); provided, however, that Georgia shall have the sole right and authority to make withdrawals from the Construction Account; and provided further, that a Scherer Unit No. 3 Participant shall not own any undivided ownership interest in any amount in the Construction Account in respect of interest paid into such Account by or on behalf of such Scherer Unit No. 3 Participant pursuant to the provisions of Section 6(1) hereof, which amount shall, if there is only one other Scherer Unit No. 3 Participant, be owned entirely by such other Scherer Unit No. 3 Participant and credited against

payments required to be made into such Account by such other Scherer Unit No. 3 Participant in the performance of its obligations under this Agreement, and which amount shall, if there are three or more Scherer Unit No. 3 Participants, be owned in common by, and credited against payments required to be made into such Account by, the other Scherer Unit No. 3 Participants not then in default in the performance of their obligations under this Agreement in the proportion which their respective undivided ownership interests in Scherer Unit No. 3 bear to the aggregate of their undivided ownership interests in Scherer Unit No. 3 (as to amounts deposited in the Construction Account with respect to Discrete Scherer Unit No. 3 Cost of Construction) and in the proportion which their respective undivided ownership interests in the Plant Scherer Common Facilities bear to the aggregate of their undivided ownership interests in the Plant Scherer Common Facilities (as to amounts deposited in the Construction Account with respect to Common Facility Cost of Construction), as the case may be. Georgia shall not commingle any funds deposited in the Construction Account with any other funds owned or maintained by Georgia unless, as to amounts deposited in the Construction Account with respect to Discrete Scherer Unit No. 3 Cost of Construction, the Scherer Unit No. 3 Participants shall otherwise agree, and unless, as to

amounts deposited in the Construction Account with respect to Common Facility Cost of Construction, the Participants and the Additional Unit Participants owning undivided ownership interests in the Plant Scherer Common Facilities shall otherwise agree.

Upon Commercial Operation of Scherer Unit No. 3 and the settlement of all the obligations relating to the Cost of Construction of Scherer Unit No. 3 incurred prior to the Commercial Operation of Scherer Unit No. 3, Georgia shall close the Construction Account and distribute to each Scherer Unit No. 3 Participant its undivided ownership interest of any balance remaining in the Construction Account (exclusive of amounts therein, if any, in which such Scherer Unit No. 3 Participant shall not own any undivided ownership interest), except that if a Scherer Unit No. 3 Participant shall then be in default with respect to any payments required to be made under this Agreement or under the Operating Agreement, an amount equal to the liability of such defaulting Scherer Unit No. 3 Participant on account of such default (or if such amount exceeds such Scherer Unit No. 3 Participant's share of the balance in the Construction Account, its entire share of such balance) shall first be distributed to the nondefaulting Scherer Unit No. 3 Participant or, if there is more than one nondefaulting Scherer Unit No. 3 Participant, to

the nondefaulting Scherer Unit No. 3 Participants in the proportion which their respective undivided ownership interests in Scherer Unit No. 3 bear to the aggregate of their undivided ownership interests in Scherer Unit No. 3 (as to amounts deposited in the Construction Account with respect to Discrete Scherer Unit No. 3 Cost of Construction) and in the proportion which their respective undivided ownership interests in the Plant Scherer Common Facilities bear to the aggregate of their undivided ownership interests in the Plant Scherer Common Facilities (as to amounts deposited in the Construction Account with respect to Common Facility Cost of Construction), as the case may be.

(e) Capital Budget. At least three months prior to the expected date of Commercial Operation of Scherer Unit No. 3, Georgia, as agent for the other Scherer Unit No. 3 Participants, shall deliver to all Scherer Unit No. 3 Participants a capital budget estimate setting forth the amounts estimated to be expended for completions, renewals, additions, replacements, modifications and disposals in connection with Scherer Unit No. 3 (for which payment is to be made in accordance with the provisions of Section 6(f) hereof) during each month from such expected date of Commercial Operation through the end of the twelve-month period commencing on the earlier of the following January 1

or July 1, and during each year in the four-year period commencing on the following January 1. By October 1 and April 1 of each year thereafter, Georgia shall provide to all Scherer Unit No. 3 Participants a proposed revised capital budget estimate describing the items of additional Discrete Scherer Unit No. 3 Cost of Construction and the amounts expected to be expended therefor in each month during the twelve-month period commencing on the following January 1 or July 1, respectively, and during each of the next three calendar years in respect of such completions, renewals, additions, replacements, modifications and disposals in connection with Scherer Unit No. 3. Each such capital budget estimate and revised capital budget estimate shall be supported by detail reasonably adequate for the purpose of each Scherer Unit No. 3 Participant's reasonable review thereof and shall include, without limiting the generality of the foregoing, information demonstrating the basis for all allocations of administrative and general expenses and information demonstrating the basis for any other allocations of expenses between or among the Units and the Additional Units. By December 1 and June 1, respectively, of each year, any Scherer Unit No. 3 Participant shall submit to Georgia any comments or recommendations it deems appropriate. The Scherer Unit No. 3 Participants shall then proceed with due consideration of

such comments or recommendations and shall adopt, by approval of the Scherer Unit No. 3 Participants owning at least an aggregate 80% undivided ownership interest in Scherer Unit No. 3, a capital budget estimate for the Additional Units by January 1 or July 1 of each year, and, in the failure of which, the capital budget estimate to be utilized for Scherer Unit No. 3 shall be the one submitted by Georgia. Georgia may otherwise from time to time propose changes in the capital budget estimates and revised capital budget estimates as necessary to reflect any changes in construction, purchasing or payment schedules, plans, specifications or costs related to completions, renewals, additions, replacements, modifications and disposals in connection with Scherer Unit No. 3, and Georgia shall similarly submit such proposed changes to all Scherer Unit No. 3 Participants who shall adopt them in accordance with the preceding provisions of this Section 6(e), except that such adoption must be completed within 15 days of the Scherer Unit No. 3 Participants' receipt of the proposed changes from Georgia, and in the event of failure of such adoption, the capital budget changes to be utilized shall be the ones proposed by Georgia.

At least three months prior to the expected date of Commercial Operation of the first of Scherer Unit No. 1 or Scherer Unit No. 2 to achieve Commercial Operation (or

in the case of Gulf, at the Closing), Georgia, as agent for the other Participants and Additional Unit Participants for the Agency Functions with respect to the Plant Scherer Common Facilities, shall propose to all Participants and Additional Unit Participants a capital budget estimate setting forth the amounts estimated to be expended for completions, renewals, additions, replacements, modifications and disposals in connection with the Plant Scherer Common Facilities during each month from such expected date of Commercial Operation through the end of the twelve-month period commencing on the earlier of the following January 1 or July 1, and during each year in the four-year period commencing on the following January 1. By October 1 and April 1 of each year thereafter, Georgia shall provide to all Participants and Additional Unit Participants a proposed revised capital budget estimate describing the items of additional Common Facility Cost of Construction and the amounts expected to be expended therefor in each month during the twelve-month period commencing on the following January 1 or July 1, respectively, and during each of the next three calendar years in respect of such completions, renewals, additions, replacements, modifications and disposals in connection with the Plant Scherer Common Facilities. Each such capital budget estimate and revised capital budget estimate shall be supported by detail reasonably adequate for the purpose of each Participant's and

this Section 6(e) shall be required. In the event that (i) the capital budget estimate with respect to the Plant Scherer Common Facilities submitted by Georgia is approved by the Budgeting Participants or (ii) the Budgeting Participants fail either to approve or disapprove such capital budget estimate on a timely basis or (iii) the Budgeting Participants fail to submit an alternative capital budget estimate with respect to the Plant Scherer Common Facilities conforming to Prudent Utility Practice on a timely basis, the capital budget estimate to be utilized for the Plant Scherer Common Facilities shall be the one submitted by Georgia. Georgia may otherwise from time to time propose changes in the capital budget estimates and revised capital budget estimates with respect to the Plant Scherer Common Facilities as necessary to reflect any changes in construction, purchasing or payment schedules, plans, specifications or costs related to completions, renewals, additions, replacements, modifications and disposals in connection with the Plant Scherer Common Facilities, and Georgia shall similarly submit such proposed changes to all Participants and Additional Unit Participants who shall approve or disapprove them in accordance with the preceding provisions of this Section 6(e), except that such approval or disapproval and submission of alternative changes must be completed within 15 days of the Participants' and

Additional Unit Participants' receipt of the proposed changes from Georgia.

Notwithstanding the foregoing provisions of this Section 6(e) to the contrary, all portions of each capital budget estimate and revised capital budget estimate which relate to the Plant Scherer Common Facilities shall be approved, or disapproved and an alternative adopted, (1) prior to any sales of undivided ownership interests in the Plant Scherer Common Facilities pursuant to Section 10(a) of the Units Ownership Agreement, by Participants owning at least an aggregate 75% undivided ownership interest in the Plant Scherer Common Facilities (including MEAG, so long as MEAG shall own at least 15.1% undivided ownership interest in the Plant Scherer Common Facilities), (2) from and after any sales of undivided ownership interests in the Plant Scherer Common Facilities pursuant to Section 10(a) of the Units Ownership Agreement with respect to one but not both of the Additional Units, by Participants and Additional Unit Participants owning at least an aggregate 68% undivided ownership interest in the Plant Scherer Common Facilities (including MEAG, so long as MEAG shall own at least a 15.1% undivided ownership interest in the Plant Scherer Common Facilities), and (3) from and after any sales of undivided ownership interests in the Plant Scherer Common Facilities pursuant to Section 10(a)

of the Units Ownership Agreement with respect to both Additional Units, by Participants and Additional Unit Participants owning at least an aggregate 76% undivided ownership interest in the Plant Scherer Common Facilities (including MEAG, so long as MEAG shall own at least a 15.1% undivided ownership interest in the Plant Scherer Common Facilities). In the event that (i) the capital budget estimate or revised capital budget estimate relating to the Plant Scherer Common Facilities submitted by Georgia is approved by Participants and Additional Unit Participants owning at least the undivided ownership interests in the Plant Scherer Common Facilities specified in the preceding sentence or (ii) such Participants and Additional Unit Participants fail either to approve or disapprove such capital budget estimate or revised capital budget estimate on a timely basis or (iii) such Participants and Additional Unit Participants fail to submit on a timely basis an alternative capital budget estimate or revised capital budget estimate relating to the Plant Scherer Common Facilities that conforms to Prudent Utility Practice, the capital budget estimate or revised capital budget estimate relating to the Plant Scherer Common Facilities to be utilized shall be the one submitted by Georgia.

Georgia shall attempt to make all such completions, renewals, additions, replacements, modifications and disposals in connection with Scherer Unit No. 3 and the Plant Scherer Common Facilities in accordance with the then current capital budget estimate, but Georgia makes no representation, warranty or promise of any kind as to the accuracy of any of such capital budget estimates or that such attempt to make all such completions, renewals, additions, replacements, modifications and disposals in accordance with the then current capital budget estimate will be successful, and in no event shall Georgia have any liability to any other Participant or Additional Unit Participant in these regards.

(f) Payments to be Made Following Commercial Operation. As agent for the other Scherer Unit No. 3 Participants, Georgia will, on or about the first day of each month, commencing with the month immediately preceding the commencement of Commercial Operation of Scherer Unit No. 3, notify the other Scherer Unit No. 3 Participants of the nature and amount of all additional Cost of Construction anticipated to be incurred during the succeeding calendar month, including without limitation that portion of the Scherer Unit No. 3 and the Plant Scherer Common Facilities to which reference is made in Sections (1)(e)(iv) and 1(c)(ii) hereof, respectively, in respect of completions,

renewals, additions, replacements, modifications or disposals of Scherer Unit No. 3, the Plant Scherer Common Facilities or both and the amount of Fuel Costs (as hereinafter defined) anticipated to be incurred during such succeeding calendar month, plus or minus any adjustments for costs incurred in prior months but not previously charged or credited to the Scherer Unit No. 3 Participants under the provisions of this Section 6(f) or Section 6(c) hereof. Georgia will give each other Scherer Unit No. 3 Participant as much notice as is reasonably practicable of any major anticipated cost. Each Scherer Unit No. 3 Participant shall make payment into the Capital Account (as hereinafter defined) in immediately available funds of its respective percentage shares of such additional Discrete Scherer Unit No. 3 Cost of Construction and Common Facility Cost of Construction (which percentage shares shall be equivalent to such Scherer Unit No. 3 Participant's respective undivided ownership interests in Scherer Unit No. 3 and in the Plant Scherer Common Facilities at such times) and its respective share of such Fuel Costs in accordance with the provisions of Section 6(n) hereof during the succeeding month in accordance with the schedule determined and delivered to it by Georgia. Each such notification made by Georgia of anticipated costs and adjustments shall be accompanied and adjusted by an accounting of costs incurred and credits, if any, received for preceding months.

Each Scherer Unit No. 3 Participant shall have until the one hundred eightieth day after the furnishing of such accounting by Georgia for any charge or credit made to it pursuant to this Section 6(f) to question or contest the correctness of such charge or credit after which time the correctness of such charge or credit shall be conclusively presumed. In the event that any Scherer Unit No. 3 Participant by timely notice questions or contests the correctness of any such charge or credit, Georgia shall promptly review the questioned charge or credit and shall within 55 days following notice from a Scherer Unit No. 3 Participant questioning or contesting such charge or credit notify each Scherer Unit No. 3 Participant of the amount of any error and the amount of reimbursement, if any, that each Scherer Unit No. 3 Participant is required to make or is entitled to receive in respect of such error. Not later than the fifth banking day after receipt of such notice from Georgia as to the amount of reimbursement each Scherer Unit No. 3 Participant is required to make or is entitled to receive, each Scherer Unit No. 3 Participant (other than Georgia) required to make reimbursement shall deposit the amount specified in such notice into the Capital Account in immediately available funds. Any such reimbursement required to be made by Georgia shall be so deposited by Georgia not later than the fifth banking day after Georgia notifies the

other Scherer Unit No. 3 Participants of the amount of such reimbursement that it is required to make. From the amount so deposited, Georgia shall immediately thereafter distribute to each Scherer Unit No. 3 Participant entitled to receive such reimbursement the amount that such Scherer Unit No. 3 Participant is entitled to receive (or if the amount so deposited is insufficient to reimburse in full all Scherer Unit No. 3 Participants entitled to receive reimbursement, then Georgia shall distribute the amount so deposited among the Scherer Unit No. 3 Participants entitled to receive such reimbursement pro rata in accordance with each Scherer Unit No. 3 Participant's entitlement to reimbursement in respect of such error), except that if any such Scherer Unit No. 3 Participant is then in default in respect of any payments required to be made under this Agreement or the Operating Agreement, an amount equal to such defaulting Scherer Unit No. 3 Participant's share of the amount so deposited with respect to such reimbursement shall be retained in the Capital Account and distributed in accordance with the provisions of Section 6(g) of this Agreement. In the event that such error is in respect of Common Facility Cost of Construction, Georgia shall, in addition, follow the procedure provided for in the next to last paragraph of Section 5(f) of the Units Ownership Agreement. Georgia shall have no responsibility

or liability for the failure of any Additional Unit Participant or Participant (other than itself) to deposit funds as provided in this Section 6(f), or as provided in Section 5(f) of the Units Ownership Agreement.

Georgia will provide each other Scherer Unit No. 3 Participant with such information as is reasonably required by such Scherer Unit No. 3 Participant in order to account for payments made pursuant to this Section 6(f) on such Scherer Unit No. 3 Participant's books.

(g) Capital Account. Prior to the Commercial Operation of Scherer Unit No. 3, Georgia shall establish for Scherer Unit No. 3 and shall establish or utilize for the Plant Scherer Common Facilities a separate account or accounts (the "Capital Account"), which in the discretion of Georgia may be interest bearing or non-interest bearing, in a bank or banks the deposits in which are insured, subject to applicable limits, by the Federal Deposit Insurance Corporation and which meets or meet all applicable requirements imposed upon depositories of Georgia. All payments (for which provision is made in Section 6(f) hereof) of additional Cost of Construction and Fuel Costs incurred by the Scherer Unit No. 3 Participants after Commercial Operation of Scherer Unit No. 3 shall be deposited by the Scherer Unit No. 3 Participants in the Capital Account and unless the Scherer Unit No. 3 Participants shall otherwise

agree with respect to Discrete Scherer Unit No. 3 Cost of Construction, or unless the Participants and the Additional Unit Participants owning undivided ownership interests in the Plant Scherer Common Facilities shall otherwise agree with respect to Common Facility Cost of Construction, Georgia as agent shall withdraw and apply funds from the Construction Account only as necessary to pay additional Discrete Scherer Unit No. 3 Cost of Construction or additional Common Facility Cost of Construction, as the case may be, and Fuel Costs in accordance with the provisions of Section 6(f) hereof. In the event that during any month the balance in the Capital Account is insufficient to pay such additional Cost of Construction and Fuel Costs required to be paid that month (other than as a result of the non-payment by an Scherer Unit No. 3 Participant of an amount due from it pursuant to Section 6(f) hereof), Georgia shall promptly so notify the other Scherer Unit No. 3 Participants by telephone of the amount required to be paid by each Scherer Unit No. 3 Participant and thereafter promptly confirm the same in writing. Each of the Scherer Unit No. 3 Participants shall pay its respective share of such deficit into the Capital Account in immediately available funds not later than on the fifth banking day after receipt of such notice from Georgia. In the event such deficit is with respect to Common Facility Cost

of Construction, Georgia shall, in addition, follow the procedure specified in the third and fourth sentences of the first paragraph of Section 5(g) of the Units Ownership Agreement. Georgia shall have no responsibility or liability to make up any such deficit out of its own funds in excess of its proportionate share of such deficit.

Until termination of the Operating Agreement and settlement of all obligations relating to Cost of Construction and Fuel Costs, each Scherer Unit No. 3 Participant shall continue to own and maintain its undivided ownership interest in the Capital Account (other than amounts, if any, deposited in the Capital Account pursuant to the penultimate paragraph of Section 6(f) above, which amounts shall be owned solely by the Scherer Unit No. 3 Participants to whom such amounts are to be distributed as provided in such paragraph); provided, however, that Georgia as agent shall have the sole right and authority to make withdrawals from the Capital Account; and provided further, that a Scherer Unit No. 3 Participant shall not own any undivided ownership interest in any amount in the Capital Account in respect of interest paid into such Account by or on behalf of such Scherer Unit No. 3 Participant pursuant to the provisions of Section 6(i) hereof, which amount shall, if there is only one other Scherer Unit No. 3 Participant, be owned entirely by such other Scherer Unit No. 3 Participant

and credited against payments required to be made into such Account by such other Scherer Unit No. 3 Participant in the performance of its obligations under this Agreement, and which amount shall, if there are three or more Scherer Unit No. 3 Participants, be owned in common by, and credited against payments required to be made into such Account by, the other Scherer Unit No. 3 Participants not then in default in the performance of their obligations under this Agreement in the proportion which their respective undivided ownership interests in Scherer Unit No. 3 bear to the aggregate of their undivided ownership interests in Scherer Unit No. 3 (as to amounts deposited in the Capital Account with respect to Discrete Scherer Unit No. 3 Cost of Construction) and in the proportion which their respective undivided ownership interests in the Plant Scherer Common Facilities bear to the aggregate of their undivided ownership interests in the Plant Scherer Common Facilities (as to amounts deposited in the Capital Account with respect to Common Facility Cost of Construction). Georgia shall not commingle any funds deposited in any Capital Account with any other funds owned or maintained by Georgia unless, as to amounts deposited in the Capital Account with respect to Discrete Scherer Unit No. 3 Cost of Construction, the Scherer Unit No. 3 Participants shall otherwise agree, and unless, as to amounts deposited in the Capital Account with

respect to Common Facility Cost of Construction, the Participants and the Additional Unit Participants owning undivided ownership interests in the Plant Scherer Common Facilities shall otherwise agree.

Upon termination of the Operating Agreement and settlement of all obligations relating to Cost of Construction and Fuel Costs, including without limitation all costs incurred in the disposal of Scherer Unit No. 3 and the Plant Scherer Common Facilities, Georgia shall close the Capital Account and distribute to each Scherer Unit No. 3 Participant its undivided ownership interest of any balance remaining in the Capital Account (exclusive of amounts therein, if any, in which such Scherer Unit No. 3 Participant shall not own any undivided ownership interest), except that if a Scherer Unit No. 3 Participant shall then be in default with respect to any payment required to be made under this Agreement or under the Operating Agreement, an amount equal to the liability of such defaulting Scherer Unit No. 3 Participant on account of such default (or if such amount exceeds such Scherer Unit No. 3 Participant's share of the balance in the Capital Account, its entire share of such balance) shall first be distributed to the nondefaulting Scherer Unit No. 3 Participant or, if there is more than one nondefaulting Scherer Unit No. 3 Participant, to the nondefaulting

Scherer Unit No. 3 Participants in the proportion which their respective undivided ownership interests in Scherer Unit No. 3 bear to the aggregate of their undivided ownership interests in Scherer Unit No. 3 (as to amounts deposited in the Capital Account with respect to Discrete Scherer Unit No. 3 Cost of Construction) and in the proportion which their respective undivided ownership interests in the Plant Scherer Common Facilities bear to the aggregate of their undivided ownership interests in the Plant Scherer Common Facilities (as to amounts deposited in the Capital Account with respect to Common Facility Cost of Construction).

(h) Availability of Records. Georgia will at all times make available to each other Scherer Unit No. 3 Participant, and each other Scherer Unit No. 3 Participant may audit, all books and records regarding Cost of Construction and Fuel Costs sufficient to allow it to determine that such costs and expenditures attributed to Scherer Unit No. 3, the Plant Scherer Common Facilities or both by Georgia pursuant to Section 3 hereof or pursuant to this Section 6 are appropriate. No payment made pursuant to the foregoing provisions of this Section 6 shall constitute a waiver of any right of a Scherer Unit No. 3 Participant to question or contest the correctness of any charge or credit by Georgia.

(1) Non-Payment. In the event of a failure of a Scherer Unit No. 3 Participant to make any payment when due under this Agreement:

(1) There shall be added to such overdue amount interest from the date such payment was due, compounded monthly until paid, at an annual rate which shall be the higher of (1) a rate five percentage points above the average yield on the issue of six-month United States Treasury Bills, as reported by the Federal Reserve Bank of New York, at the sale of such Bills by the United States Treasury next preceding the due date of such payment, or (2) a rate five percentage points above the highest of the net interest costs on the most recent issue of bonds or other long-term obligations by any Scherer Unit No. 3 Participant.

(ii) Such non-paying Scherer Unit No. 3 Participant shall have no right to any output of capacity or energy of Scherer Unit No. 3 or to exercise any other right of a Scherer Unit No. 3 Participant or of an Additional Unit Participant until all amounts overdue, together with interest at the rate provided in clause (1) of this Section 6(1), have been paid either into the Construction Account, the Capital Account, or to another Scherer Unit No. 3 Participant if it has

paid such overdue amount on behalf of such nonpaying Scherer Unit No. 3 Participant, as appropriate. Such overdue amounts, together with such interest, shall be paid into the Construction Account or the Capital Account only to the extent that such amounts have not been paid by another Scherer Unit No. 3 Participant pursuant to the further provisions of this Section 6(1). Notwithstanding any of the provisions of this Section 6(1), if Georgia is the non-paying Scherer Unit No. 3 Participant, Georgia, as agent for the other Scherer Unit No. 3 Participants, shall continue to plan, license, design, construct, complete, renew, add, replace, modify, operate, maintain and dispose of Scherer Unit No. 3 and the Plant Scherer Common Facilities in accordance with the provisions of this Agreement and the Operating Agreement unless it has been removed as agent pursuant to Section 5(c) hereof.

(iii) Any other Scherer Unit No. 3 Participant shall have the right, but not the obligation, at any time after notice to all other Scherer Unit No. 3 Participants, if any, to make such payment on behalf of the non-paying Scherer Unit No. 3 Participant and shall be promptly reimbursed in full therefor by such non-paying Scherer Unit No. 3 Participant, together with interest at the rate provided in clause (i) of this Section 6(i). In addition, subject to the provisions of clause (iv) of this Section 6(i), the output of capacity and energy of Scherer Unit No. 3 to which the Scherer Unit No. 3 Participant exercising the right to make such overdue payment on behalf of the non-paying Scherer Unit No. 3 Participant is entitled shall be increased in proportion to the amount of the payment made by such other Scherer Unit No. 3 Participant, and such other Scherer Unit No. 3 Participant shall be responsible for the payment of the pro rata share of Fuel Costs and of Operating Costs (as defined in the Operating Agreement) associated with such increased entitlement of output of capacity and energy. The Scherer Unit No. 3 Participant making such payments on behalf of the non-paying Scherer Unit No. 3 Participant shall be entitled to such increased output of capacity and energy so long as it has not been reimbursed by the

non-paying Scherer Unit No. 3 Participant in full for all such payments, together with interest at the rate provided in clause (1) of this Section 6(1). In the event there are three or more Scherer Unit No. 3 Participants and two or more Scherer Unit No. 3 Participants determine to exercise the aforesaid rights, unless such Scherer Unit No. 3 Participants shall otherwise agree, the respective portions of such overdue payment which each shall have the right to pay shall be determined, and their respective shares of the output of capacity and energy of Scherer Unit No. 3 shall be so increased, on a pro rata basis in accordance with the proportion which their respective undivided ownership interests in Scherer Unit No. 3 bear to the aggregate of their undivided ownership interests in Scherer Unit No. 3. Any then remaining output of capacity and energy of Scherer Unit No. 3 of a non-paying Scherer Unit No. 3 Participant may be sold by the other Scherer Unit No. 3 Participant or Scherer Unit No. 3 Participants, as the case may be, until all amounts due from such non-paying Scherer Unit No. 3 Participant, together with interest at the rate provided in clause (1) of this Section 6(1), have been paid either into the Construction Account, the Capital Account, or to another Scherer Unit No. 3 Participant

which has paid such overdue amount on behalf of such non-paying Scherer Unit No. 3 Participant, as appropriate. Any such sale of such output of capacity and energy of Scherer Unit No. 3 shall not relieve the non-paying Scherer Unit No. 3 Participant from any liability under this Section 6(1) on account of such non-payment, except that the net proceeds of such sale shall be applied in reduction of the liability of such non-paying Scherer Unit No. 3 Participant arising from such non-payment. Any such net proceeds in excess of the amount of such liability of the non-paying Scherer Unit No. 3 Participant shall be applied as a credit against future payments due from such non-paying Scherer Unit No. 3 Participant under this Agreement.

(iv) If the failure of a Scherer Unit No. 3 Participant to make a payment is in respect of a payment due before Commercial Operation of Scherer Unit No. 3 and if any overdue amount, together with interest at the rate provided in clause (1) of this Section 6(1), has not been paid by the non-paying Scherer Unit No. 3 Participant for a period of one year or more (even though it may have been paid by another Scherer Unit No. 3 Participant on behalf of the non-paying Scherer Unit No. 3 Participant), the other Scherer Unit No. 3 Participant, or each of the other Scherer Unit

No. 3 Participants, as the case may be, shall have the right, subject to the restrictions set forth in the penultimate paragraph of this Section 6(1), which right may not be defeated by any offer or tender made in an attempt to cure the default, to exercise, at any time prior to five years following Commercial Operation of Scherer Unit No. 3 any one or more of the following options (and, if there are two or more such other Scherer Unit No. 3 Participants, in the proportion which their respective undivided ownership interests in Scherer Unit No. 3 bear to the aggregate of their undivided ownership interests in Scherer Unit No. 3, unless such Scherer Unit No. 3 Participants agree to a different apportionment):

(1) Purchase free of any encumbrances the non-paying Scherer Unit No. 3 Participant's complete ownership interest in Scherer Unit No. 3 and in the Plant Scherer Common Facilities (except that if the non-paying Scherer Unit No. 3 Participant is also a Participant, the portion of such non-paying Participant's ownership interest in the Plant Scherer Common Facilities to be purchased pursuant to this Section 6(1) (iv) (1) shall be limited to such non-paying Scherer Unit No. 3 Participant's Corresponding Portion of the Plant

Scherer Common Facilities, as defined below) by paying to the non-paying Scherer Unit No. 3 Participant its cost as of the date of default (computed utilizing the methodology of Section 3(b) (i) hereof) and by paying the aggregate of any amounts unpaid under this Agreement and the Operating Agreement by the non-paying Scherer Unit No. 3 Participant as of the date of such purchase (excluding interest owed pursuant to any of Sections 6(1)(i), 6(1)(ii) or 6(1)(iii) hereof and interest owed pursuant to Section 3(1) of the Operating Agreement) either into the Construction Account, the Operating Account (as defined in the Operating Agreement) or to a Scherer Unit No. 3 Participant (including itself) which has paid such aggregate overdue amount on behalf of such non-paying Scherer Unit No. 3 Participant, as appropriate, all subject to applicable regulatory approvals and the non-paying Scherer Unit No. 3 Participant's ability to receive a release from any encumbrance upon its ownership interest. Thereafter, the purchasing Scherer Unit No. 3 Participant or Scherer Unit No. 3 Participants shall be entitled to all the selling Scherer Unit No. 3 Participant's rights and be responsible for

the performance of all the selling Scherer Unit No. 3 Participants obligations hereunder and under the Operating Agreement (except the obligation to pay interest owed pursuant to any of Sections 6(1)(i), 6(1)(ii) or 6(1)(iii) hereof or Section 3(i) of the Operating Agreement) relating to Scherer Unit No. 3 and the Plant Scherer Common Facilities so purchased (including without limitation the payment of the Cost of Construction, Fuel Costs and Operating Costs). The selling Scherer Unit No. 3 Participant shall thereupon be relieved from such obligations (except the obligation to pay interest owed pursuant to any of Sections 6(1)(i), 6(1)(ii) or 6(1)(iii) hereof or Section 3(i) of the Operating Agreement) and any other obligations to third parties incidental thereto, which shall be assumed by the purchasing Scherer Unit No. 3 Participant or Scherer Unit No. 3 Participants, and the other Scherer Unit No. 3 Participants shall look solely to the purchasing Scherer Unit No. 3 Participant or Scherer Unit No. 3 Participants for the performance of such obligations. The selling Scherer Unit No. 3 Participant shall take all action and execute, and file where appropriate, all legal documents which

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shall be reasonably requested by the purchasing Scherer Unit No. 3 Participant or Scherer Unit No. 3 Participants to complete the transaction of purchase and sale, including, without limiting the generality of the foregoing, using its best efforts to obtain a release of its interest from any mortgage, deed to secure debt or other encumbrance of its interest and to obtain the approval of the transaction by any regulatory or other authority the approval of which is required. As used in this Agreement, a Scherer Unit No. 3 Participant's "Corresponding Portion of the Plant Scherer Common Facilities" shall be a percentage undivided ownership interest in the Plant Scherer Common Facilities determined by dividing (x) the product determined by multiplying such Scherer Unit No. 3 Participant's percentage undivided ownership interest in Scherer Unit No. 3 by the aggregate nominal rating of Scherer Unit No. 3 by (y) the aggregate nominal rating of the Units and of the Additional Units then constructed or then contemplated to be constructed.

(2) Purchase, from time to time, free of any encumbrances, a fractional part of the non-paying Scherer Unit No. 3 Participant's ownership

interest in Scherer Unit No. 3 and in its Corresponding Portion of the Plant Scherer Common Facilities, which fractional part shall be designated by the purchasing Scherer Unit No. 3 Participant or Scherer Unit No. 3 Participants, by paying to the non-paying Scherer Unit No. 3 Participant its cost of such fractional interest as of the date of default (computed utilizing the methodology of Section 3(b)(4) hereof) and by paying the aggregate of any amounts unpaid under this Agreement or the Operating Agreement by the non-paying Scherer Unit No. 3 Participant as of the date of such purchase (excluding interest owed pursuant to any of Section 6(1)(i), 6(1)(ii) or 6(1)(iii) hereof and interest owed pursuant to Section 3(1) of the Operating Agreement) either into the Construction Account, the Operating Account (as defined in the Operating Agreement) or to a Scherer Unit No. 3 Participant (including itself) which has paid such aggregate overdue amount on behalf of such non-paying Scherer Unit No. 3 Participant, as appropriate, all subject to applicable regulatory approvals of the non-paying Scherer Unit No. 3 Participant's ability to receive a release from any encumbrance upon the

ownership interest being conveyed. Thereafter, the purchasing Scherer Unit No. 3 Participant or Scherer Unit No. 3 Participants shall be entitled to all the selling Scherer Unit No. 3 Participant's rights and be responsible for performance of all the selling Scherer Unit No. 3 Participant's obligations hereunder and under the Operating Agreement (except the obligation to pay interest owed pursuant to any of Sections 6(1) (i), 6(1) (ii) or 6(1) (iii) hereof or Section 3(1) of the Operating Agreement) relating to such fractional interest (including without limitation the payment of the Cost of Construction, Fuel Costs and Operating Costs applicable to the fractional interest so purchased). The selling Scherer Unit No. 3 Participant shall thereupon be relieved from such obligations (except the obligation to pay interest owed pursuant to any of Sections 6(1) (i), 6(1) (ii) or 6(1) (iii) hereof or Section 3(1) of the Operating Agreement) and any other obligations to third parties incidental thereto, which shall be assumed by the purchasing Scherer Unit No. 3 Participant or Scherer Unit No. 3 Participants, and the other Scherer Unit No. 3 Participants shall look solely to the purchasing

Scherer Unit No. 3 Participant or Scherer Unit No. 3 Participants for the performance of such obligations. The selling Scherer Unit No. 3 Participant shall take all action and execute, and file where appropriate, all legal documents which shall be reasonably requested by the purchasing Scherer Unit No. 3 Participant or Scherer Unit No. 3 Participants to complete the transaction of purchase and sale, including, without limiting the generality of the foregoing, using its best efforts to obtain a release of the interest being conveyed from any mortgage, deed to secure debt or other encumbrance on such interest, and to obtain the approval of the transaction by any regulatory or other authority the approval of which is required. The selling Scherer Unit No. 3 Participant shall not by the completion of any such transaction be relieved of its obligations under this Agreement except as in this Section 6(1) (iv) (2) specifically set forth. In addition, to the extent permitted by regulatory authorities and its other contractual obligations, the selling Scherer Unit No. 3 Participant shall be obligated to use the funds it receives from the completion of any such transaction to

make payments toward the amounts, if any, then due from it under this Agreement and shall, in furtherance of the carrying out of such obligation, use its best efforts to request and obtain from any person holding an encumbrance on its interest in Scherer Unit No. 3, the Plant Scherer Common Facilities or both any funds on deposit with such person attributable to the completion of any such transaction, and to execute any and all legal documents and take such further action to that end as may be reasonably requested by the purchasing Scherer Unit No. 3 Participant or Scherer Unit No. 3 Participants.

(3) Subject to required regulatory approvals, invest from time to time additional funds in Scherer Unit No. 3, the Plant Scherer Common Facilities or both and have the respective undivided ownership interests of the Scherer Unit No. 3 Participants in Scherer Unit No. 3 and in the Plant Scherer Common Facilities adjusted from time to time so that their respective undivided ownership interests in Scherer Unit No. 3 will be the same as that which their respective aggregate payments of Discrete Scherer Unit No. 3 Cost of Construction bear to the total Discrete Scherer

Unit No. 3 Cost of Construction as of the date of the adjustment and so that their respective undivided ownership interests in the Plant Scherer Common Facilities will be the same as that which their respective aggregate payments of Common Facility Cost of Construction bear to the total Common Facility Cost of Construction as of the date of the adjustment. The defaulting Scherer Unit No. 3 Participant shall convey by general warranty deed and other appropriate instruments such portion of its ownership interest as is required to effect such adjustment, subject only to any then existing first mortgage, deed to secure debt or other encumbrance of its interest and, in the case of Georgia, Gulf or both, further subject to any then existing security interest of any other holder of indebtedness of Georgia, Gulf or both, the issuance of which the Securities and Exchange Commission would permit, pursuant to the Public Utility Holding Company Act of 1935, only if it were not subject or subordinate to the rights of the other Scherer Unit No. 3 Participants to obtain conveyances pursuant to this Section 6(1)(iv)(3), and shall use its best efforts to obtain releases from such encumbrances

of the portion of its ownership interest being transferred to accomplish the adjustment. The grantee or grantees under such deed and instruments shall agree to assume and undertake the performance of all the obligations of the grantor relating to Scherer Unit No. 3 and the Plant Scherer Common Facilities under any mortgage or security deed to which the property conveyed is subject, other than the payment of interest or principal on any debt.

(v) Subject to any required governmental approvals, any other Scherer Unit No. 3 Participant shall have the right, but not the obligation, at any time after notice to all other Scherer Unit No. 3 Participants, if any, to make a loan directly to the non-paying Scherer Unit No. 3 Participant, and to receive adequate security therefor. Such loans shall bear a reasonable rate of interest. The Scherer Unit No. 3 Participant making such a loan may receive, at its option, an appropriate portion of the output of capacity and energy of Scherer Unit No. 3 to which the non-paying Scherer Unit No. 3 Participant is otherwise entitled at a cost reflecting the interest rate charged on such loan. In the event there are three or more Scherer Unit No. 3 Participants and two or more Scherer

Unit No. 3 Participants determine to exercise the aforesaid rights, unless such Scherer Unit No. 3 Participants shall otherwise agree, the money shall be advanced, and their respective security interests shall be received, on a pro rata basis in accordance with the proportion which their respective undivided ownership interests in Scherer Unit No. 3 bear to the aggregate of their undivided ownership interests in Scherer Unit No. 3. Each of Georgia and Gulf further agrees that if it should be a non-paying Scherer Unit No. 3 Participant, it will, if so requested, use its best efforts to permit said loan to be made in the form of a purchase by the other Scherer Unit No. 3 Participant or Scherer Unit No. 3 Participants of its First Mortgage Bonds, which shall bear interest at the lowest rate, and be for the shortest term, as that provided in any of the bonds which were offered and sold in the last public sale of its bonds. To that end, Georgia or Gulf, as the case may be, shall take all action and execute, and file where appropriate, all legal documents which shall be reasonably requested by the Scherer Unit No. 3 Participant or Scherer Unit No. 3 Participants seeking to make the loan for the purpose of causing additional First Mortgage Bonds to be issued, which bonds may be purchased by the other

Scherer Unit No. 3 Participant or Scherer Unit No. 3 Participants. The Scherer Unit No. 3 Participants agree to take all action and execute, and file where appropriate, all legal documents reasonably requested by the other Scherer Unit No. 3 Participants to complete the transactions contemplated by the foregoing provisions, including, without limiting the generality of the foregoing, using their best efforts to obtain the approval of the transaction by any regulatory or other authority the approval of which is required.

(vi) Any other Scherer Unit No. 3 Participant shall have the right at any time, and from time to time:

(1) to sue a defaulting Scherer Unit No. 3 Participant to recover or enforce payment of any and all amounts (together with interest, if appropriate) which a defaulting Scherer Unit No. 3 Participant is obligated by this Agreement to pay but has not paid;

(2) to set off against amounts owed other than under this Agreement by a non-defaulting Scherer Unit No. 3 Participant to a Scherer Unit No. 3 Participant in default any amounts due such non-defaulting Scherer Unit No. 3 Participant from the defaulting Scherer Unit No. 3 Participant

under the terms of this Agreement;

(3) to seek a declaratory judgment with respect to rights and obligations of the Scherer Unit No. 3 Participants under this Agreement; and

(4) to sue for an accounting among the Scherer Unit No. 3 Participants so long as such accounting is in aid of the exercise of any other right of a Scherer Unit No. 3 Participant under this Section 6(1).

(vii) Notwithstanding the foregoing provisions of this Section 6(1), in no event shall the quantity of capacity and energy to be purchased by Georgia from OPC and MEAG under Sections 3(g) and 3(h) of the Units Operating Agreement or the cost to Georgia thereof be increased or decreased as the result of the exercise by any Scherer Unit No. 3 Participant of any of the rights provided in this Section 6(1).

(viii) In addition to all other rights of the Scherer Unit No. 3 Participants pursuant to the foregoing provisions of this Section 6(1), the other Scherer Unit No. 3 Participant or Scherer Unit No. 3 Participants shall have the right, subject to the receipt of all requisite regulatory approvals, but not the obligation, to make any payment of interest or principal due and owing (1) to Chemical Bank, as

Trustee under Georgia's First Mortgage Bonds, or other lender or trustee, as the case may be, if any, from Georgia in respect of such First Mortgage Bonds, or other bonds or notes for financing Georgia's obligations hereunder, which Georgia fails to make when due, or (2) to The Chase Manhattan Bank (National Association), as Trustee under Gulf's First Mortgage Bonds, or other lender or trustee, as the case may be, if any, from Gulf in respect of such First Mortgage Bonds, or other bonds or notes for financing Gulf's obligations hereunder, which Gulf fails to make when due, or (3) to the corresponding lenders or trustees from any other Scherer Unit No. 3 Participant hereunder in respect of a financing of such Scherer Unit No. 3 Participant's obligations hereunder, which such Scherer Unit No. 3 Participant fails to make when due, and in each such case to be promptly reimbursed in full therefor by Georgia, Gulf or such other Scherer Unit No. 3 Participant, as the case may be, together with interest at the rate provided in clause (i) of this Section 6(1). Payments necessary to be made to obtain a release contemplated by Section 6(1)(iv) from any encumbrances on a Scherer Unit No. 3 Participant's interest in Scherer Unit No. 3, the Plant Scherer Common Facilities or both may also be made by the

non-defaulting Scherer Unit No. 3 Participant or Scherer Unit No. 3 Participants.

(ix) Notwithstanding the other provisions of this Section 6(i), any Scherer Unit No. 3 Participant who disagrees with or disputes the amount of any payment claimed by Georgia to be due pursuant to this Agreement shall make such payment under protest and be reimbursed for any amount charged in error after the settlement of such disagreement or dispute as provided in Sections 6(c) and 6(f) hereof.

(x) Any Scherer Unit No. 3 Participant in default in making payments under this Agreement shall use its best efforts to take any and all such further action and execute, and file where appropriate, any and all such further legal documents and papers as may be reasonably requested by a Scherer Unit No. 3 Participant not in default which would have the purpose of facilitating the carrying out of this Agreement or otherwise effectuating its purpose, which shall include, but not be limited to, action to seek any required regulatory approval or to obtain any other required consent, release or amendment or other similar legal document.

The Scherer Unit No. 3 Participants agree not to take any action, or otherwise consent to any

agreement or amendment to any agreement, which would expressly prohibit, or the purpose of which is to make illegal or to hinder or prevent, the taking of any action contemplated by this Agreement in the event of a default by a Scherer Unit No. 3 Participant.

No remedy referred to in this Section 6(i) is intended to be exclusive of any other remedy set forth in this Section, but every such remedy herein provided shall be cumulative and may be exercised from time to time and as often as may be deemed expedient except where the exercise of any one of such remedies precludes its further exercise or the exercise of any other remedy. No delay or failure to exercise any remedy herein provided shall impair the right to exercise any such remedy or be construed to be a waiver of such right or of any default by a Scherer Unit No. 3 Participant. Notwithstanding the foregoing, the remedies which are set forth in this Section 6(i) shall constitute the sole and exclusive remedies of the Scherer Unit No. 3 Participants, legal or equitable, for the failure of any Scherer Unit No. 3 Participant to make any payment when due under this Agreement; provided, however, that the Scherer Unit No. 3 Participants agree and acknowledge that the violation of any of their obligations to take action and execute

legal documents which may be reasonably requested by a non-defaulting Scherer Unit No. 3 Participant as set forth in this Section 6(1) would cause irreparable injury to the other Scherer Unit No. 3 Participant or Scherer Unit No. 3 Participants and that the remedy at law for any violation or threatened violation thereof would be inadequate, and agree that any non-defaulting Scherer Unit No. 3 Participant shall be entitled to a temporary and permanent injunction or other equitable relief specifically to enforce such obligation without the necessity of proving the inadequacy of its legal remedies.

The effectiveness and enforceability of the foregoing provisions of this Section 6(1) as contractual obligations shall in no way be impaired by any provision contained in the deed from Georgia to Gulf provided for in Section 3(a) of this Agreement or in similar deeds to or from Georgia, Gulf or both pursuant to Section 4 hereof.

(j) Alienation and Assignment. Except with the prior written consent of the Scherer Unit No. 3 Participants owning at least an aggregate 80% undivided ownership interest in Scherer Unit No. 3, until the earlier of (i) fifteen years after the expiration of the term of the Operating Agreement with respect to Scherer Unit No. 3

or (11) twenty years and eleven months after the death of the last survivor of the now living lineal descendants of Mrs. Rose F. Kennedy, mother of the 35th President of the United States of America, no Scherer Unit No. 3 Participant shall have the right to sell, lease, convey, transfer, assign, encumber or alienate in any manner whatsoever its ownership interest, or any portion or portions thereof, in Scherer Unit No. 3, the Plant Scherer Common Facilities or any rights under this Agreement without first offering, subject to all requisite regulatory approval, including without limitation, the Securities and Exchange Commission pursuant to the Public Utility Holding Company Act of 1935, such sale, lease or other conveyance to the other Scherer Unit No. 3 Participants pro rata in accordance with their respective undivided ownership interests in Scherer Unit No. 3, upon the same terms and conditions as the proposed sale, lease or conveyance to another party (including another Scherer Unit No. 3 Participant, if any), which offer shall be made in the form of a proposed contract and shall be open for acceptance by the other Scherer Unit No. 3 Participants for a period of ninety days, and in the event such offer is accepted by all of the other Scherer Unit No. 3 Participants, the offering Scherer Unit No. 3 Participant and all of the other Scherer Unit No. 3 Participants shall proceed to a closing pursuant to the

terms of the aforesaid contract in an expeditious manner; provided, however, that each Scherer Unit No. 3 Participant shall have the right to convey a security interest in its undivided ownership interests in Scherer Unit No. 3, the Plant Scherer Common Facilities or both as security for bonds or other obligations issued or to be issued; and provided further, however, that the conveyances contemplated in Section 4 hereof, in Sections 5(1)(iv) and 10 of the Units Ownership Agreement, and in Section 6(1)(iv) hereof may be consummated without complying with the provisions of this Section 6(j). In the event that there are three or more Scherer Unit No. 3 Participants and such offer is accepted by one or more but is not accepted by all of the other Scherer Unit No. 3 Participants within the aforesaid ninety-day period, the offering Scherer Unit No. 3 Participant shall offer such unaccepted portion to such of the other Scherer Unit No. 3 Participants who have accepted such original offer, and such other Scherer Unit No. 3 Participants shall have thirty days to accept such offer with respect to such unaccepted portion. In the event that any of such offers is not timely accepted, the offering Scherer Unit No. 3 Participant shall be entitled to consummate the proposed sale, lease or other conveyance to such other party; provided, however, that if the offering Scherer Unit No. 3 Participant does not consummate

the proposed sale, lease or other conveyance of such interest within a period of one year after the date of its offer to the other Scherer Unit No. 3 Participant or Scherer Unit No. 3 Participants, no such sale, lease or other conveyance may be consummated without re-offering the sale, lease or conveyance to such other Scherer Unit No. 3 Participant or Scherer Unit No. 3 Participants. In no event shall the offering Scherer Unit No. 3 Participant sell, lease or convey such interest to any party (including another Scherer Unit No. 3 Participant) which is not financially responsible or do so on any terms at variance from those set forth in the aforesaid offer. Each Scherer Unit No. 3 Participant shall notify the other Scherer Unit No. 3 Participants in writing as soon as possible after it learns that any lien or security interest in respect of an obligation or liability in excess of \$100,000 (other than a lien or security interest created by such Scherer Unit No. 3 Participant as security for bonds or other obligations issued or to be issued) has been or will be imposed upon its undivided ownership interest in Scherer Unit No. 3, the Plant Scherer Common Facilities or both or has reason to believe that such a lien or security interest will be imposed. In the event of any sale, conveyance, transfer, assignment or alienation (other than solely as security for an indebtedness) by one of the Scherer Unit

No. 3 Participants of its undivided ownership interest, or any portion or portions thereof, in Scherer Unit No. 3, such Scherer Unit No. 3 Participant shall also sell to the transferee thereof and such transferee shall purchase an equivalent portion of such Scherer Unit No. 3 Participant's Corresponding Portion of the Plant Scherer Common Facilities or, in the event such sale, conveyance, transfer, assignment or alienation should occur prior to the performance of all of the transferring Scherer Unit No. 3 Participant's obligations pursuant to Section 4 hereof, such Scherer Unit No. 3 Participant shall assign and delegate and such transferee shall assume a corresponding portion of such Scherer Unit No. 3 Participant's obligations pursuant to such Section 4, and as a condition precedent to the consummation of such transactions such Scherer Unit No. 3 Participant shall cause the transferee of such interests in Scherer Unit No. 3, the Plant Scherer Common Facilities or both to become a party to this Agreement and assume the obligations of the transferor hereunder in proportion to the interests so sold, conveyed, transferred, assigned, or alienated, whereupon such transferee shall be a Scherer Unit No. 3 Participant and an Additional Unit Participant hereunder. Each of the Scherer Unit No. 3 Participants and Georgia, in its capacity as the sole Scherer Unit No. 4 Participant,

hereby expressly waives and renounces for the term of the Operating Agreement for itself, its successors, transferees and assigns, all rights as a tenant in common in Scherer Unit No. 3, in the Additional Unit Common Facilities and in the Plant Scherer Common Facilities to partition and to an accounting associated therewith. Notwithstanding any other provisions of this Agreement to the contrary, any Scherer Unit No. 3 Participant shall have the right to sell, convey, transfer or assign its undivided ownership interest, or any portion or portions thereof, in Scherer Unit No. 3, the Plant Scherer Common Facilities or both to any governmental or political subdivision or authority in connection with the financing of pollution control facilities, or to enter into any financial arrangements (including security transactions) for the discharge of fossil fuel payment obligations as contemplated in and subject to the provisions of Section 6(n)(ii) hereof, without the consent of the other Scherer Unit No. 3 Participants and without complying with the provisions of this Section 6(j). Any provision of this Agreement to the contrary notwithstanding, no sale, lease, conveyance, transfer, assignment or alienation whatsoever by Georgia of any or all of its undivided ownership interest in the Scherer Unit No. 3, the Plant Scherer Common Facilities or both, whether as security for an indebtedness, in

connection with the financing of pollution control facilities or otherwise, shall relieve Georgia of its obligations to act as agent hereunder and under the Operating Agreement for the other Scherer Unit No. 3 Participants in connection with Scherer Unit No. 3 and the Plant Scherer Common Facilities.

It is nevertheless acknowledged, understood and agreed by and among the parties hereto that at any time and from time to time during the term of this Agreement, MEAG, Dalton or both may wish to purchase from Georgia, and Georgia may wish to sell, convey, transfer or assign to MEAG, Dalton or both up to 15.1% and 1.4% additional undivided ownership interests, respectively, in either or both of the Additional Units in the case of MEAG, and in the Units in the case of Dalton, and in either or both cases additional undivided ownership interests in the Plant Scherer Common Facilities. Notwithstanding the provisions of the foregoing paragraph of this Section 6(j) or any other provisions of this Agreement to the contrary, Georgia shall have and is hereby granted the right, power and authority at any time and from time to time, and without the consent of Gulf or any other Additional Unit Participant and without complying with any of the provisions contained in the first paragraph of this Section 6(j), to sell, convey, transfer or assign such additional

undivided ownership interests in the Units, either or both of the Additional Units, the Plant Scherer Common Facilities or any or all of them to MEAG or Dalton or both; provided, however, that the ownership by MEAG of any such interest in Scherer Unit No. 3 and its rights, duties and obligations with respect to such interest shall be subject to and shall be governed in all respects by the provisions of this Agreement and of the Operating Agreement. It is further acknowledged, understood and agreed by and among the Additional Unit Participants that at any time and from time to time during the term of this Agreement, MEAG may wish to sell, convey, transfer or assign back to Georgia all or a portion of the additional undivided ownership interests in the Plant Scherer Common Facilities which MEAG may hereafter purchase from Georgia as contemplated above in this paragraph, or Dalton may wish to sell, convey, transfer or assign to Georgia all or any portion of its undivided ownership interest in the Plant Scherer Common Facilities which it may own at any particular time, or both, and Georgia may wish to purchase the same from MEAG or Dalton or both. Notwithstanding the provisions of the first paragraph of this Section 6(j) or any other provisions of this Agreement to the contrary, MEAG and Dalton shall have and are hereby granted the right, power and authority at any time and from time to time and without the

consent of any other Additional Unit Participant (other than agreement with Georgia as to any such sale and the terms and conditions thereof) and without complying with any of the provisions contained in the first paragraph of this Section 6(j), to sell, convey, transfer or assign such additional undivided ownership interests in the Plant Scherer Common Facilities to Georgia. No such additional sale, conveyance, transfer or assignment to MEAG or Dalton shall relieve Georgia of its obligations to act as agent for the other Scherer Unit No. 3 Participants under this Agreement or under the Operating Agreement.

In the event any Scherer Unit No. 3 Participant sells to any party (including another Scherer Unit No. 3 Participant) any undivided ownership interests in Scherer Unit No. 3, in the Plant Scherer Common Facilities or both in accordance with the provisions of the first paragraph of this Section 6(j) or pursuant to any other provisions of this Agreement authorizing such sale, such selling Scherer Unit No. 3 Participant's rights and obligations hereunder as a Scherer Unit No. 3 Participant and co-owner of Scherer Unit No. 3 and the Plant Scherer Common Facilities, including without limitation the obligation to make payments of the Discrete Scherer Unit No. 3 Cost of Construction, the Common Facility Cost of Construction and Fuel Costs, shall be reduced to the extent of the interests

so sold, and the other Scherer Unit No. 3 Participants shall look solely to such purchaser for performance of the corresponding obligations relating to the interests sold.

(k) Damage or Destruction. Subject to the receipt of all requisite approvals of any governmental agency having jurisdiction:

(i) In the event Scherer Unit No. 3 or any portion thereof should be damaged or destroyed, and the cost of repairs or reconstruction is estimated to be covered by the aggregate amount of insurance coverage, procured and maintained by Georgia pursuant to Section 6(m) of this Agreement and Section 3(m) of the Operating Agreement, carried and covering the cost of such repairs and reconstruction, then, unless the Scherer Unit No. 3 Participants owning in the aggregate more than 50% undivided ownership interests in Scherer Unit No. 3 determine not to repair or reconstruct Scherer Unit No. 3, Georgia shall cause such repairs or reconstruction to be made so that Scherer Unit No. 3 shall be restored to substantially the same general condition, character and use as existed prior to such damage or destruction.

(ii) In the event Scherer Unit No. 3 or any portion thereof should be damaged or destroyed, and the cost of repairs or reconstruction is estimated to be

more than the aggregate amount of insurance coverage, procured and maintained by Georgia pursuant to Section 6(m) of this Agreement and Section 3(m) of the Operating Agreement, carried and covering the cost of such repairs or reconstruction, then, if the Scherer Unit No. 3 Participants owning in the aggregate more than 50% undivided ownership interests in Scherer Unit No. 3 determine to repair or reconstruct Scherer Unit No. 3, Georgia shall cause such repairs or reconstruction to be made so that Scherer Unit No. 3 shall be restored to substantially the same general condition, character and use as existed prior to such damage or destruction, and the Scherer Unit No. 3 Participants shall share the costs of such repairs or reconstruction in excess of available insurance proceeds in proportion to their respective undivided ownership interests in Scherer Unit No. 3. In the absence of such determination, Georgia shall not cause such repairs or reconstruction to be made.

(iii) In the event the Plant Scherer Common Facilities or any portion thereof should be damaged or destroyed, and the cost of repairs or reconstruction is estimated to be covered by the aggregate amount of insurance coverage, procured and maintained by Georgia pursuant to Section 6(m) of this Agreement, Section

3(m) of the Operating Agreement, Section 5(m) of the Units Ownership Agreement and Section 3(o) of the Units Operating Agreement, carried and covering the cost of such repairs and reconstruction, then, unless the Participants owning at least an aggregate 75% undivided ownership interest in the Units, including MEAG, so long as MEAG owns at least a 15.1% undivided ownership interest in the Units, determine not to repair or reconstruct the Plant Scherer Common Facilities, Georgia shall cause such repairs or reconstruction to be made so that the Plant Scherer Common Facilities shall be restored to substantially the same general condition, character and use as existed prior to such damage or destruction.

(iv) In the event the Plant Scherer Common Facilities or any portion thereof should be damaged or destroyed, and the cost of repairs or reconstruction is estimated to be more than the aggregate amount of insurance coverage, procured and maintained by Georgia pursuant to Section 6(m) of this Agreement, Section 3(m) of the Operating Agreement, Section 5(m) of the Units Ownership Agreement and Section 3(o) of the Units Operating Agreement, carried and covering the cost of such repairs or reconstruction, then, if the Participants owning at least an aggregate 75% undivided

ownership interest in the Units, including MEAG, so long as MEAG owns at least a 15.1% undivided ownership interest in the Units, determine to repair or reconstruct the Plant Scherer Common Facilities, Georgia shall cause such repairs or reconstruction to be made so that the Plant Scherer Common Facilities shall be restored to substantially the same general condition, character and use as existed prior to such damage or destruction, and the Participants, and, following any sales of interests in the Plant Scherer Common Facilities pursuant to Section 10(a) of the Units Ownership Agreement, the Additional Unit Participants, shall share the costs of such repairs or reconstruction in excess of available insurance proceeds in proportion to their respective undivided ownership interests in the Plant Scherer Common Facilities. In the absence of such determination, Georgia shall not cause such repairs or reconstruction to be made.

(v) As to the Plant Scherer Common Facilities, the determination to be made pursuant to the foregoing Sections 6(k)(iii) and 6(k)(iv) shall be made (1) from and after any sales of undivided ownership interests in the Plant Scherer Common Facilities pursuant to Section 10(a) of the Units Ownership Agreement with respect to one but not both of the Additional

Units, by Participants and Additional Unit Participants owning at least an aggregate 68% undivided ownership interest in the Plant Scherer Common Facilities (including MEAG, so long as MEAG shall own at least a 15.1% undivided ownership interest in the Plant Scherer Common Facilities), and (2) from and after any sales of undivided ownership interests in the Plant Scherer Common Facilities pursuant to Section 10(a) of the Units Ownership Agreement with respect to both Additional Units, by Participants and Additional Unit Participants owning at least an aggregate 76% undivided ownership interest in the Plant Scherer Common Facilities (including MEAG, so long as MEAG shall own at least a 15.1% undivided ownership interest in the Plant Scherer Common Facilities), and (in cases governed by Section 6(k)(iv) hereof) the Participants and Additional Unit Participants shall share the costs of such repairs or reconstruction in excess of available insurance proceeds in proportion to their respective undivided ownership interests in the Plant Scherer Common Facilities.

In the event that Participants owning at least an aggregate 75% undivided ownership interest in the Units (including MEAG, so long as MEAG shall own at least a 15.1% undivided ownership interest in the Plant

Scherer Common Facilities), determine not to repair or reconstruct the Units and the Plant Scherer Common Facilities (in cases governed by Section 5(k)(i) of the Units Ownership Agreement) or determine to repair or reconstruct the Units and the Plant Scherer Common Facilities (in cases governed by Section 5(k)(ii) of the Units Ownership Agreement) but Participants and Additional Unit Participants owning at least the aggregate undivided ownership interests in the Plant Scherer Common Facilities specified in the preceding sentence fail to make such determination, then:

(A) in cases governed by Section 6(k)(iii) hereof, Georgia shall cause such repairs or reconstruction to be made to the Plant Scherer Common Facilities, but no insurance proceeds payable in respect of the undivided ownership interests of the Participants in the Plant Scherer Common Facilities shall be applied to such repairs or reconstruction, and the entire cost of such repairs or reconstruction, if any, in excess of available insurance proceeds (after deducting such proceeds payable in respect of the undivided ownership interests of the Participants in the Plant Scherer Common Facilities) shall be borne by

the Additional Unit Participants pro rata in proportion to their respective undivided ownership interests in the Additional Units; provided, however, that if the Units should thereafter be repaired or reconstructed, the Participants shall reimburse the Additional Unit Participants for their pro rata shares of the cost of such repairs or reconstruction of the Plant Scherer Common Facilities (including interest on such cost incurred by the Additional Unit Participants to finance such repairs or reconstruction, such interest to be compounded monthly until the date of such reimbursement);

(B) in cases governed by Section 6(k)(iv) hereof, Georgia shall cause such repairs or reconstruction to be made to the Plant Scherer Common Facilities, but no insurance proceeds payable in respect of the undivided ownership interests of the Additional Unit Participants in the Plant Scherer Common Facilities shall be applied to such repairs or reconstruction, and the entire cost of such repairs or reconstruction in excess of available insurance proceeds (after deducting such proceeds payable in respect of the undivided ownership interests of the Additional Unit Participants

in the Plant Scherer Common Facilities) shall be borne by the Participants; provided, however, that if the Additional Unit or Additional Units should thereafter be repaired or reconstructed, the Additional Unit Participants shall reimburse the Participants for their pro rata shares of the cost of such repairs or reconstruction of the Plant Scherer Common Facilities (including interest on such cost incurred by the Participants to finance such repairs or reconstruction, such interest to be compounded monthly until the date of such reimbursement).

In the event that Participants owning at least an aggregate 75% undivided ownership interest in the Units (including MEAG, so long as MEAG shall own at least a 15.1% undivided ownership interest in the Units), shall fail to make the determinations specified in Section 5(k)(i) or 5(k)(ii) of the Units Ownership Agreement (with the result that the Plant Scherer Common Facilities are required to be repaired or reconstructed pursuant to Section 5(k)(i) thereof or are required not to be repaired or reconstructed pursuant to Section 5(k)(ii) thereof), but Additional Unit Participants owning in the aggregate more than 25% undivided ownership interests in the Plant Scherer Common

Facilities determine not to repair or reconstruct the Plant Scherer Common Facilities (in cases in which Section 6(k)(iii) hereof is applicable to the repair or reconstruction of the Plant Scherer Common Facilities) or determine to repair or reconstruct the Plant Scherer Common Facilities (in cases in which Section 6(k)(iv) hereof is applicable to the repair or reconstruction of the Plant Scherer Common Facilities), then:

(C) in cases in which Section 6(k)(iii) hereof is applicable to the repair or reconstruction of the Plant Scherer Common Facilities, Georgia shall cause the repairs or reconstruction to be made to the Plant Scherer Common Facilities, but no insurance proceeds payable in respect of the undivided ownership interests of the Additional Unit Participants in the Plant Scherer Common Facilities shall be applied to such repairs or reconstruction, and the entire cost of such repairs or reconstruction, if any, in excess of available insurance proceeds (after deducting such proceeds payable in respect of the undivided ownership interests of the Additional Unit Participants in the Plant Scherer Common Facilities) shall be borne by the Participants; provided, however, that if the Additional Units should thereafter be repaired or reconstructed, the Additional Unit Participants shall reimburse the

Participants for their pro rata shares of the cost of such repairs or reconstruction of the Plant Scherer Common Facilities (including interest on such cost incurred by the Participants to finance such repairs or reconstruction, such interest to be compounded monthly until the date of such reimbursement);

(D) in cases in which Section 6(k)(iv) hereof is applicable to the repair or reconstruction of the Plant Scherer Common Facilities, Georgia shall cause the repairs or reconstruction to be made to the Plant Scherer Common Facilities, but no insurance proceeds payable in respect of the undivided ownership interests of the Participants in the Plant Scherer Common Facilities shall be applied to such repairs or reconstruction, and the entire cost of such repairs or reconstruction, if any, in excess of available insurance proceeds (after deducting such proceeds payable in respect of the undivided ownership interests of the Participants in the Plant Scherer Common Facilities) shall be borne by the Additional Unit Participants pro rata in proportion to their respective undivided ownership interests in the Additional Units; provided, however, that if the Units should thereafter be repaired or reconstructed, the Participants shall reimburse the Additional Unit Participants for their pro rata shares

of the cost of such repairs or reconstruction of the Plant Scherer Common Facilities (including interest on such cost incurred by the Additional Unit Participants to finance such repairs or reconstruction, such interest to be compounded monthly until the date of such reimbursement).

(vi) Prior to any sales of interests in the Additional Unit Common Facilities pursuant to Section 4(f) hereof, in the event the Additional Unit Common Facilities or any portion thereof should be damaged or destroyed, and the cost of repairs or reconstruction is estimated to be covered by the aggregate amount of insurance coverage, procured and maintained by Georgia pursuant to Section 6(m) of this Agreement and Section 3(m) of the Operating Agreement, carried and covering the cost of such repairs and reconstruction, then, unless the Additional Unit Participants owning more than an aggregate 50% undivided ownership interest in the Additional Units determine not to repair or reconstruct the Additional Unit Common Facilities, Georgia shall cause such repairs or reconstruction to be made so that the Additional Unit Common Facilities shall be restored to substantially the same general condition, character and use as existed prior to such damage or destruction.

(vii) Prior to any sales of interests in the Additional Unit Common Facilities pursuant to Section 4(f) hereof, in the event the Additional Unit Common Facilities or any portion thereof should be damaged or destroyed, and the cost of repairs or reconstruction is estimated to be more than the aggregate amount of insurance coverage, procured and maintained by Georgia pursuant to Section 6(m) of this Agreement and Section 3(m) of the Operating Agreement, carried and covering the cost of such repairs or reconstruction, then, if the Additional Unit Participants owning more than an aggregate 50% undivided ownership interest in the Additional Units determine to repair or reconstruct the Additional Unit Common Facilities, Georgia shall cause such repairs or reconstruction to be made so that the Additional Unit Common Facilities shall be restored to substantially the same general condition, character and use as existed prior to such damage or destruction, and the Additional Unit Participants shall share the costs of such repairs or reconstruction in excess of available insurance proceeds in proportion to their respective undivided ownership interests in the Additional Unit Common Facilities. In the absence of such determination, Georgia shall not cause such repairs or reconstruction to be made.

(viii) Prior to any sales of interests in the Additional Unit Common Facilities pursuant to Section 4(f) hereof, in the event that Scherer Unit No. 3 Participants owning more than an aggregate 50% undivided ownership interest in Scherer Unit No. 3 determine not to repair or reconstruct Scherer Unit No. 3 (in cases governed by Section 6(k)(i) hereof) and the Additional Unit Common Facilities (in cases governed by Section 6(k)(vi) hereof) or determine to repair or reconstruct Scherer Unit No. 3 (in cases governed by Section 6(k)(ii) hereof) and the Additional Unit Common Facilities (in cases governed by Section 6(k)(vii) hereof) but Additional Unit Participants owning at least the aggregate undivided ownership interests in the Additional Unit Common Facilities specified in Section 6(k)(vi) hereof or in Section 6(k)(vii) hereof, as the case may be, fail to make such determination with respect to the Additional Unit Common Facilities, then:

(A) in cases governed by Section 6(k)(vi) hereof, Georgia shall cause such repairs or reconstruction to be made to the Additional Unit Common Facilities, but no insurance proceeds payable in respect of the undivided ownership interests of the Scherer Unit No. 3 Participants in the

Additional Unit Common Facilities shall be applied to such repairs or reconstruction, and the entire cost of such repairs or reconstruction, if any, in excess of available insurance proceeds (after deducting such proceeds payable in respect of the undivided ownership interests of the Scherer Unit No. 3 Participants in the Additional Unit Common Facilities) shall be borne by the Scherer Unit No. 4 Participants pro rata in proportion to their respective undivided ownership interests in Scherer Unit No. 4; provided, however, that if Scherer Unit No. 3 should thereafter be repaired or reconstructed, the Scherer Unit No. 3 Participants shall reimburse the Scherer Unit No. 4 Participants for their pro rata shares of the cost of such repairs or reconstruction of the Additional Unit Common Facilities (including interest on such cost incurred by the Scherer Unit No. 4 Participants to finance such repairs or reconstruction, such interest to be compounded monthly until the date of such reimbursement);

(B) in cases governed by Section 6(k)(vii) hereof, Georgia shall cause such repairs or reconstruction to be made to the Additional Unit Common Facilities, but no insurance proceeds payable in

respect of the undivided ownership interests of the Scherer Unit No. 4 Participants in the Additional Unit Common Facilities shall be applied to such repairs or reconstruction, and the entire cost of such repairs or reconstruction in excess of available insurance proceeds (after deducting such proceeds payable in respect of the undivided ownership interests of the Scherer Unit No. 4 Participants in the Additional Unit Common Facilities) shall be borne by the Scherer Unit No. 3 Participants; provided, however, that if Scherer Unit No. 4 should thereafter be repaired or reconstructed, the Scherer Unit No. 4 Participants shall reimburse the Scherer Unit No. 3 Participants for their pro rata shares of the cost of such repairs or reconstruction of the Additional Unit Common Facilities (including interest on such cost incurred by the Scherer Unit No. 3 Participants to finance such repairs or reconstruction, such interest to be compounded monthly until the date of such reimbursement).

In the event that Scherer Unit No. 3 Participants owning more than an aggregate 50% undivided ownership interest in Scherer Unit No. 3 shall fail to make the determinations specified in

Sections 6(k)(i) and 6(k)(vi) hereof or in Sections 6(k)(ii) and 6(k)(vii) hereof (with the result that the Additional Unit Common Facilities are required to be repaired or reconstructed pursuant to Section 6(k)(vi) hereof or are required not to be repaired or reconstructed pursuant to Section 6(k)(vii) hereof), but Scherer Unit No. 4 Participants owning in the aggregate more than 25% undivided ownership interests in the Additional Unit Common Facilities determine not to repair or reconstruct the Additional Unit Common Facilities (in cases in which Section 6(k)(vi) hereof is applicable to the repair or reconstruction of the Additional Unit Common Facilities) or determine to repair or reconstruct the Additional Unit Common Facilities (in cases in which Section 6(k)(vii) hereof is applicable to the repair or reconstruction of the Additional Unit Common Facilities), then:

(C) in cases in which Section 6(k)(vi) hereof is applicable to the repair or reconstruction of the Additional Unit Common Facilities, Georgia shall cause the repairs or reconstruction to be made to the Additional Unit Common Facilities, but no insurance proceeds payable in respect of the undivided ownership interests of the Scherer Unit No. 4 Participants in the Additional Unit Common Facilities shall be applied to such repairs or reconstruction, and the entire cost of

such repairs or reconstruction, if any, in excess of available insurance proceeds (after deducting such proceeds payable in respect of the undivided ownership interests of the Scherer Unit No. 4 Participants in the Additional Unit Common Facilities) shall be borne by the Scherer Unit No. 3 Participants; provided, however, that if Scherer Unit No. 4 should thereafter be repaired or reconstructed, the Scherer Unit No. 4 Participants shall reimburse the Scherer Unit No. 3 Participants for their pro rata shares of the cost of such repairs or reconstruction of the Additional Unit Common Facilities (including interest on such cost incurred by the Scherer Unit No. 3 Participants to finance such repairs or reconstruction, such interest to be compounded monthly until the date of such reimbursement);

(D) in cases in which Section 6(k)(vii) hereof is applicable to the repair or reconstruction of the Additional Unit Common Facilities, Georgia shall cause the repairs or reconstruction to be made to the Additional Unit Common Facilities, but no insurance proceeds payable in respect of the undivided ownership interests of the Scherer Unit No. 3 Participants in the Additional Unit Common Facilities shall be applied to such repairs or reconstruction, and the entire cost of

such repairs or reconstruction, if any, in excess of available insurance proceeds (after deducting such proceeds payable in respect of the undivided ownership interests of the Scherer Unit No. 3 Participants in the Additional Unit Common Facilities) shall be borne by the Scherer Unit No. 4 Participants pro rata in proportion to their respective undivided ownership interests in Scherer Unit No. 4; provided, however, that if Scherer Unit No. 3 should thereafter be repaired or reconstructed, the Scherer Unit No. 3 Participants shall reimburse the Scherer Unit No. 4 Participants for their pro rata shares of the cost of such repairs or reconstruction of the Additional Unit Common Facilities (including interest on such cost incurred by the Scherer Unit No. 4 Participants to finance such repairs or reconstruction, such interest to be compounded monthly until the date of such reimbursement).

(1) Taxes.

(1) To the extent possible each Scherer Unit No. 3 Participant shall separately report, file returns with respect to, be responsible for and pay all real property, franchise, business, or other taxes or fees (except payroll and sales or use taxes, and except to

the extent that Georgia and Gulf, as subsidiaries of The Southern Company, file or have filed on their behalf consolidated income tax returns), arising out of its undivided ownership interest in Scherer Unit No. 3 and the Plant Scherer Common Facilities; provided, however, that to the extent that such taxes or fees may be levied on or assessed against Scherer Unit No. 3, the Plant Scherer Common Facilities, their operation, or the Scherer Unit No. 3 Participants in such a manner so as to make impossible the carrying out of the foregoing provisions of this Section 6(1), or upon mutual agreement of the Scherer Unit No. 3

Participants, such taxes or fees shall be considered a Cost of Construction and paid from the Construction Account or the Capital Account in accordance with the provisions of Section 6(c) or 6(f) hereof, but in no event shall any taxes or fees from the payment of which any Scherer Unit No. 3 Participant is exempt by law be considered a Cost of Construction. Ad valorem taxes for 1984 shall be prorated between Georgia and Gulf as of the Closing based upon their respective undivided ownership interests in Scherer Unit No. 3 and the Plant Scherer Common Facilities. Gulf shall be responsible for all sales and transfer taxes and recording fees, if any, incurred in connection with the conveyance to it

of any undivided ownership interest in Scherer Unit No. 3, the Additional Unit Common Facilities, the Plant Scherer Common Facilities, or any of them, pursuant to this Agreement.

(ii) Georgia and Gulf agree that, subject to the receipt of all requisite regulatory approvals, Georgia shall pay to Gulf through the consolidated federal income tax allocation procedure for the Southern Company and its subsidiaries the benefit of 25% of the investment tax credits (excluding Employee Stock Ownership Plan credits) earned or claimed by Georgia prior to the Closing with respect to Scherer Unit No. 3;

(iii) From and after the Closing, Gulf shall be responsible for and shall pay on behalf of Georgia any and all federal and State of Georgia income taxes, capital gains taxes, or both, for which Georgia shall become liable as a result of the transaction provided for in Section 3(a) of this Agreement, but such obligation on the part of Gulf shall be only to the extent that Georgia, following payment of all such taxes, shall have suffered no after-tax book loss and shall have realized no after-tax book gain as a result of the transaction provided for in Section 3(a) of this Agreement.

(m) Insurance. From and after the date hereof and at all times during the construction of Scherer Unit No. 3 and the Plant Scherer Common Facilities, Georgia shall carry in the name of the Scherer Unit No. 3 Participants, in proportion to their respective undivided ownership interests in Scherer Unit No. 3 and in the name of the Participants and the Additional Unit Participants in proportion to their respective undivided ownership interests in the Plant Scherer Common Facilities, builder's risk or installation floater insurance of the "all risks" type in an amount and including such risks as is consistent with Georgia's customary practices and in accordance with Prudent Utility Practice. Georgia shall also reasonably satisfy itself that all contractors, subcontractors, engineers, and all equipment suppliers or manufacturers have adequate insurance and limits thereof, with carriers approved by Georgia, for workmen's compensation, public liability, contractors' liability and such other hazards as Georgia shall deem appropriate with respect to Scherer Unit No. 3 and the Plant Scherer Common Facilities, or Georgia, at its option, may provide for an insurance program of the nature of a "wrap-up" which shall combine all hazards in one policy, with all parties, including owners, contractors, subcontractors, but not including engineer and equipment suppliers and manufacturers, involved in Scherer

Unit No. 3, the Plant Scherer Common Facilities or both being insured thereunder as their interests may appear. Georgia will require engineer and equipment suppliers and manufacturers to have such insurance as Georgia deems appropriate. The aggregate cost of all insurance procured pursuant to this Section 6(m) shall be considered a Cost of Construction and as such shall be apportioned among the Scherer Unit No. 3 Participants and paid pursuant to Sections 3(b), 6(c) and 6(f) hereof. Georgia shall promptly provide copies of all insurance policies and make available notices with respect thereto to the other Scherer Unit No. 3 Participants for insurance carried by Georgia pursuant to this Section 6(m). Each other Scherer Unit No. 3 Participant may also maintain additional or other insurance at its own cost and expense which it deems necessary or advisable to protect its respective interest in Scherer Unit No. 3 and the Plant Scherer Common Facilities, provided that such additional insurance does not reduce or diminish in any way the coverage of the insurance procured and maintained by Georgia pursuant to this Section 6(m).

(n) Fossil Fuel.

(1) Subject to the provisions of Section 5(c) of this Agreement and Section 4(c) of the Units Ownership Agreement, and the provisions of Section 2(c)

of the Operating Agreement and Section 2(c) of the Units Operating Agreement, Georgia on its own behalf and as agent for the other Scherer Unit No. 3 Participants, shall have sole authority to and shall arrange for and acquire all fossil fuel for Scherer Unit No. 3.

(ii) Each Scherer Unit No. 3 Participant shall have the right to make whatever financial arrangements it may desire, whether by lease, security transaction or otherwise, for the discharge of its fossil fuel payment obligations so long as such arrangements do not adversely affect the rights of the other Scherer Unit No. 3 Participants or, during any period when the provisions of Section 6(p) are applicable to Scherer Unit No. 3, the Participants and the other Additional Unit Participants.

(iii) Except as otherwise agreed by the Scherer Unit No. 3 Participants or as otherwise provided in Section 3(d) of the Operating Agreement, the Scherer Unit No. 3 Participants shall pay Fuel Costs (as hereinafter defined) and shall own fossil fuel for Scherer Unit No. 3 in proportion to their respective undivided ownership interests in Scherer Unit No. 3. "Fuel Costs" shall mean all costs incurred by Georgia on its own behalf and as agent for the other Scherer Unit No. 3 Participants or by a

Participant in connection with any contract for fuel entered into in accordance with the provisions of Section 2(c)(1) of the Units Operating Agreement that are allocable to the acquisition, processing, transportation, delivering, reprocessing, handling, storage and disposal of fossil materials required for Scherer Unit No. 3, including any advance payments in connection therewith, and transfers to reserves established for such costs related to future years, less credits related to such costs applied as appropriate, and including that portion of administrative and general expenses which is properly and reasonably allocable to acquisition and management of fossil fuel for Scherer Unit No. 3 and for which the incurring party has not been otherwise reimbursed by the other Scherer Unit No. 3 Participants. Fuel Costs shall not include amortization of the initial fossil fuel supply, including unrecoverable base coal.

(c) Pollution Control Facilities. The Scherer Unit No. 3 Participants shall cooperate with each other in any financing undertaken by a Scherer Unit No. 3 Participant on its own behalf of its respective interest in certain facilities and equipment located at the Plant Scherer site for the control of environmental pollution through the issuance by the Development Authority of Monroe

County, Georgia, or its successors or assigns or any other political subdivision or authority, of its industrial revenue notes or bonds, or both, the interest on which will be exempt from Federal income taxes.

(p) Plant Scherer Coal Stockpile. The Scherer Unit No. 3 Participants agree that if Scherer Unit No. 3 is constructed and is capable of being served by a coal stockpile in common with the Units, it will be in the Scherer Unit No. 3 Participants' best interests for the Units, Scherer Unit No. 3 and the other Additional Unit, as the case may be, to be served by a common coal stockpile. Accordingly, in order to provide for the ownership by the Participants and the Additional Unit Participants in Scherer Unit No. 3, Scherer Unit No. 4, or both Scherer Unit No. 3 and Scherer Unit No. 4, of interests in a common Plant Scherer Coal Stockpile and to provide for the sharing among the Participants and Additional Unit Participants of Fuel Costs (as defined in the Units Ownership Agreement) and Fuel Costs (as defined in Section 6(n)(iii) hereof and which, for the purpose of this Section 6(p) only, are hereinafter in this Section 6(p) called the "Additional Unit Fuel Costs"), the Scherer Unit No. 3 Participants agree as follows:

(1) In the event that Scherer Unit No. 3 is capable of being served by a coal stockpile in common

with the Units, the Scherer Unit No. 3 Participants shall be required prior to the commencement of Commercial Operation of Scherer Unit No. 3, and at their sole cost and expense, to contribute or cause to be contributed to the Plant Scherer Coal Stockpile such initial quantity of coal as may be necessary or appropriate, in accordance with Prudent Utility Practice, to serve as an initial coal stockpile quantity for Scherer Unit No. 3 in addition to the Units and, if Scherer Unit No. 4 is then being served by the Plant Scherer Coal Stockpile, in addition to Scherer Unit No. 4.

(11) In the event that Scherer Unit No. 4 is capable of being served by a coal stockpile in common with the Units, the Scherer Unit No. 4 Participants shall be required prior to the commencement of Commercial Operation of Scherer Unit No. 4 and at their sole cost and expense, to contribute or cause to be contributed to the Plant Scherer Coal Stockpile such initial quantity of coal as may be necessary or appropriate, in accordance with Prudent Utility Practice, to serve as an initial coal stockpile quantity for Scherer Unit No. 4 in addition to the Units and, if Scherer Unit No. 3 is then being served by the Plant Scherer Coal Stockpile, in addition to Scherer Unit No. 3.

(iii) Following a contribution or contributions to the Plant Scherer Coal Stockpile as provided in clauses (i) or (ii), or both, of this Section 6(p) (with the Units, and each Additional Unit in respect of which such contribution has been made, being hereinafter sometimes referred to collectively as the "Coal Stockpile Units"), Georgia shall cause an adjustment to be made to the account of each Participant and Additional Unit Participant in a Coal Stockpile Unit (1) so that the quantity of coal in the Plant Scherer Coal Stockpile shall thereafter be allocated to the Participants and to the Additional Unit Participants in each of the Coal Stockpile Units according to such Participant's or Additional Unit Participant's percentage undivided ownership interest in the Plant Scherer Coal Stockpile as set forth in the following sentence, and so that the average cost per ton of the coal in the Plant Scherer Coal Stockpile is the same for each Participant and Additional Unit Participant in the Coal Stockpile Units, with appropriate charges and credits to be made to the accounts of such Participants and Additional Unit Participants, all in accordance with Georgia's standard accounting practices. Following each such allocation, each Participant and each Additional Unit Participant in a Coal Stockpile Unit shall

own a percentage undivided ownership interest in the Plant Scherer Coal Stockpile determined by dividing (x) the sum of (i) such Participant's or Additional Unit Participant's percentage undivided ownership interest, if any, in the Units multiplied by the aggregate nominal rating of the Units, plus (ii) such Participant's or Additional Unit Participant's percentage undivided ownership interest, if any, in Scherer Unit No. 3 (if such unit shall have become a Coal Stockpile Unit) multiplied by the nominal rating of such unit, plus (iii) such Participant's or Additional Unit Participant's percentage undivided ownership interest, if any, in Scherer Unit No. 4 (if such unit shall have become a Coal Stockpile Unit) multiplied by the nominal rating of such unit, by (y) the aggregate nominal rating of all Coal Stockpile Units.

(iv) Except as provided in clauses (i) and (ii) of this Section 6(p), in the event that Scherer Unit No. 3, Scherer Unit No. 4, or both, should become Coal Stockpile Units, immediately upon the first of such units to become a Coal Stockpile Unit and thereafter, all Fuel Costs and all Additional Unit Fuel Costs incurred in connection with the Plant Scherer Coal Stockpile shall be allocated among such of the Plant Scherer generating units which are Coal Stockpile

Units at the time such Fuel Costs or Additional Unit Fuel Costs are incurred in the respective proportions that the respective nominal ratings of each of such Coal Stockpile Units bear to the aggregate nominal ratings of all of the Coal Stockpile Units at that particular time and, subject to the provisions of Section 3(d) of the Operating Agreement and Sections 3(b) and (d) of the Units Operating Agreement, the Additional Unit Fuel Costs and the Fuel Costs shall be paid as provided in Sections 6(f) and 6(n) hereof and in Sections 5(f) and 5(n) of the Units Ownership Agreement; provided, however, that at the end of each calendar month, Georgia shall cause an adjustment to be made among the Participants and the Additional Unit Participants in the Coal Stockpile Units in accordance with the amount of coal actually consumed by each of the Coal Stockpile Units, all in accordance with Georgia's standard accounting practices.

(v) All discrepancies between the book inventory and the physical inventory of the Plant Scherer Coal Stockpile shall be charged or credited, as appropriate, to the respective accounts of the owners of each of the Coal Stockpile Units pro rata in accordance with the amount of coal actually consumed by each of such units during the physical inventory period to

which such discrepancy relates, all as determined in accordance with Georgia's standard accounting practices; provided, however, that unrecoverable base coal shall be treated as a Cost of Construction as provided in Sections 3(c) and 6(n) hereof.

(vi) In the event Georgia should be removed as agent for the Participants with respect to the Units, the Plant Scherer Common Facilities or both, the Additional Unit Participants shall have the right at any time thereafter, by vote of Additional Unit Participants owning in the aggregate more than 50% undivided ownership interests in the Additional Units, not to utilize the Plant Scherer Coal Stockpile and, in such event, none of the other provisions contained in this Section 6(p) or in Section 5(p) of the Units Ownership Agreement shall thereafter apply to the Additional Units or the Additional Unit Participants.

7. Certain Additional Agreements Among the Scherer Unit No. 3 Participants. The Scherer Unit No. 3 Participants hereby mutually covenant and agree as follows:

(a) No Adverse Distinction. Notwithstanding any other provision of this Agreement, in discharging their respective responsibilities pursuant to this Agreement, neither Georgia, as agent (including as agent for the Plant Scherer Common Facilities whether or not it is also then

agent for Scherer Unit No. 3) or as a Scherer Unit No. 3 Participant, nor any other Scherer Unit No. 3 Participant shall make any adverse distinction between Scherer Unit No. 3, the Plant Scherer Common Facilities or both, on the one hand, and any other generating unit or common facilities in which it has an interest, on the other hand, because of its co-ownership of Scherer Unit No. 3 with the other Scherer Unit No. 3 Participants and the Plant Scherer Common Facilities with the other Additional Unit Participants and the Participants.

(b) Cooperation. The Scherer Unit No. 3 Participants will cooperate with each other in all activities relating to Scherer Unit No. 3 and the Plant Scherer Common Facilities, including, without limitation, the execution and filing of applications for authorizations, permits and licenses and the execution of such other documents as may be reasonably necessary to carry out the provisions of this Agreement. Without Georgia's written consent, no other Scherer Unit No. 3 Participant shall incur any obligation in connection with Scherer Unit No. 3 or the Plant Scherer Common Facilities which would or could obligate Georgia to any third party.

(c) Approvals. The Scherer Unit No. 3 Participants shall use their best efforts to obtain seasonably all requisite judicial, governmental, regulatory

and vendor approvals of the consummation of the transactions contemplated hereby. The obligation of any Additional Unit Participant (and any Participant) to consummate any transaction contemplated by Section 10 of the Units Ownership Agreement and Sections 3 and 4 hereof is subject to the receipt of all requisite judicial, governmental and regulatory (including the Securities and Exchange Commission) approvals.

(d) Preservation of Ecology. The Scherer Unit No. 3 Participants acknowledge and agree that Georgia shall acquire, construct and complete the Units and the Plant Scherer Common Facilities, pursuant to the Units Ownership Agreement, in such a manner as to maximize preservation of beauty, conservation of natural resources and minimize marring and scarring of the landscape and silting of streams. Georgia in the performance of such work shall use its reasonable best efforts not to deposit trash in streams or waterways, and not to deposit herbicides or other chemicals or their containers in or near streams or waterways or pastures. Similarly, in performing its duties and obligations as agent under the Units Ownership Agreement, Georgia shall use its reasonable best efforts to comply with the representations set forth in the Final Environmental Impact Statement prepared by the Rural Electrification Administration with respect to Plant Scherer.

(e) Safety. The Scherer Unit No. 3 Participants acknowledge and agree that in the acquisition, construction and completion of the Units and the Plant Scherer Common Facilities, pursuant to the Units Ownership Agreement, Georgia shall at all times take all reasonable precautions for the safety of employees on the work and of the public, and shall comply with all applicable provisions of Federal, State, and Municipal safety laws and building and construction codes, including without limitation, all regulations of the Occupational Safety and Health Administration.

(f) Buy America. The Scherer Unit No. 3 Participants acknowledge and agree that Georgia is required, upon request of OPC or the Administrator of the Rural Electrification Administration, to provide OPC and the Administrator with such information, documents and certificates as may be requested with respect to any articles, material and supplies acquired or to be acquired in connection with construction of the Units and the Plant Scherer Common Facilities. The Scherer Unit No. 3 Participants agree that in the acquisition, construction and completion of the Units and the Plant Scherer Common Facilities, Georgia shall take all actions which OPC or the Administrator shall require with respect to the use of only such unmanufactured articles, materials and supplies as have been mined or produced in the United States, and only such manufactured

articles, materials and supplies as have been manufactured in the United States substantially all from articles, materials or supplies mined, produced or manufactured, as the case may be, in the United States.

Georgia agrees to provide the other Scherer Unit No. 3 Participants with so much of the benefit of the indemnity agreement made by OPC pursuant to Section 6(g) of the Units Ownership Agreement as OPC may owe to such other Scherer Unit No. 3 Participants pursuant to such Section in respect of the Plant Scherer Common Facilities.

(g) "Kick-Backs". The Scherer Unit No. 3 Participants acknowledge and agree that in the acquisition, construction and completion of the Units and the Plant Scherer Common Facilities, pursuant to the Units Ownership Agreement, Georgia is required to comply with all applicable statutes, ordinances, rules and regulations pertaining to the work, and that Georgia has acknowledged that it is familiar with the Rural Electrification Act of 1936, as amended, the so-called "Kick-Back" Statute (48 Stat. 948), and regulations issued pursuant thereto, and 18 U.S.C. 287, 1001, as amended.

(h) Equal Opportunity and No Segregation. The Scherer Unit No. 3 Participants acknowledge and agree that Georgia, during the performance of the Units Ownership

Agreement, is obligated pursuant to certain equal opportunity and "no segregation" provisions contained in Sections 6(i) and 6(j) thereof and in accordance with the terms thereof.

(i) Priority of the Units Ownership Agreement and the Units Operating Agreement. In the event of any conflict between the provisions of this Agreement and the Operating Agreement on the one hand and the provisions of the Units Ownership Agreement and the Units Operating Agreement on the other hand with respect to the respective rights and obligations of the Additional Unit Participants on the one hand and the respective rights and obligations of the Participants on the other hand pertaining to the Plant Scherer Common Facilities, the Plant Scherer Coal Stockpile, the procurement and payment for fuel, or all of the foregoing, the applicable provisions of the Units Ownership Agreement, the Units Operating Agreement, or both, shall control. Gulf hereby acknowledges the receipt of a copy of the Units Ownership Agreement and the Units Operating Agreement.

Each of Georgia and Gulf, in its respective capacity as an Additional Unit Participant, hereby makes OPC, MEAG and Dalton third party beneficiaries of Georgia's and Gulf's respective obligations under this Agreement and the Operating Agreement with respect to the Plant Scherer Common

Facilities and the Plant Scherer Coal Stockpile to the extent, and only to the extent, that each of Georgia and Gulf, as an Additional Unit Participant, is a third party beneficiary of OPC's, MEAG's and Dalton's respective obligations under the Units Ownership Agreement and the Units Operating Agreement with respect to the Plant Scherer Common Facilities and the Plant Scherer Coal Stockpile pursuant to Section 9(i), Section 9(v) or both of the Units Ownership Agreement and Section 6(g) of the Units Operating Agreement, except that neither Georgia or Gulf, in its respective capacity as an Additional Unit Participant, shall be deemed a Participant within the meaning of the Units Ownership Agreement and the Units Operating Agreement.

8. Conditions Precedent to Closing.

(a) Georgia's Conditions. All obligations of Georgia under this Agreement are subject to the fulfillment, prior to or at the Closing, of each of the following conditions (or the waiver in writing of such conditions by Georgia):

(1) Georgia shall not have discovered any material error, misstatement or omission in the representations and warranties made by Gulf in this Agreement.

(ii) Gulf's representations and warranties contained in this Agreement shall be deemed to have been made again at and as of the time of the Closing and shall then be true in all material respects; Gulf shall have performed and complied with all agreements, covenants and conditions required by this Agreement to be performed or complied with by it prior to or at the Closing; and Georgia shall have been furnished with a certificate of the President or a vice president of Gulf, dated the date of the Closing, certifying in such detail as Georgia may request to the fulfillment of the foregoing conditions.

(iii) Gulf shall have delivered to Georgia a certificate executed by the President or a vice president of Gulf that, as of the time of the Closing, such officer of Gulf has no personal knowledge of actual or threatened litigation against Gulf which might materially adversely affect the rights of Georgia as a tenant in common in the Additional Units and the Plant Scherer Common Facilities, other than such litigation, actual or threatened, of which Georgia is otherwise aware or has occasion to be aware.

(iv) Georgia shall have been furnished with an opinion of Messrs. Beggs & Lane, counsel for Gulf, dated the date of the Closing, to the effect that:

(a) Gulf is a corporation duly organized, validly existing and in good standing under laws of the State of Maine and has the requisite power and authority to own a 25% undivided ownership interest in Scherer Unit No. 3 and such percentage undivided ownership interests in the Plant Scherer Common Facilities as Gulf is required to own from time to time pursuant to the terms of this Agreement, to execute and deliver this Agreement and the Operating Agreement and to perform its obligations hereunder and thereunder, and to conduct its business as it is then being conducted; (b) the execution, delivery and performance of this Agreement and the Operating Agreement by Gulf have been duly and effectively authorized by all requisite corporate action; and (c) Gulf had full power and authority to execute this Agreement and the Operating Agreement and this Agreement and the Operating Agreement have been duly executed and delivered by Gulf and are the legal, valid and binding obligations of Gulf enforceable against it in accordance with their terms (except as the provisions hereof or thereof may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting the enforcement of creditors' rights and by other laws of general application affecting the rights and remedies of creditors, except that

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the availability of the remedy of specific enforcement or of injunctive relief is subject to the discretion of the court before which any proceeding therefor may be brought, and except that no opinion shall be expressed as to the validity and enforceability of the restrictions on alienation set forth in Section 6(j) hereof).

(b) Gulf's Conditions. All obligations of Gulf under this Agreement are subject to the fulfillment, prior to or at the Closing, of each of the following conditions (or the waiver in writing of such conditions by Gulf):

(i) Gulf shall not have discovered any material error, misstatement or omission in the representations and warranties made by Georgia in this Agreement.

(ii) Georgia's representations and warranties contained in this Agreement shall be deemed to have been made again at and as of the time of the Closing and shall then be true in all material respects; Georgia shall have performed and complied with all agreements, covenants and conditions required by this Agreement to be performed or complied with by it prior to or at the Closing; and Gulf shall have been furnished with a certificate of the President or a Vice president of Georgia, dated the date of the Closing, certifying in such detail as Gulf may request to the fulfillment of the foregoing conditions.

(iii) Georgia shall have delivered to Gulf a certificate executed by the President or a Vice president of Georgia that, as of the time of the Closing, such officer of Georgia has no personal knowledge of actual or threatened litigation against Georgia which might materially adversely affect the rights of Gulf as a tenant in common in the Additional Units and the Plant Scherer Common Facilities, other than such litigation, actual or threatened, of which Gulf is otherwise aware or has occasion to be aware.

(iv) Gulf shall have been furnished with an opinion of Messrs. Troutman, Sanders, Lockerman & Ashmore, counsel for Georgia, dated the date of the Closing, to the effect that: (a) Georgia is a corporation duly organized, validly existing and in good standing under the laws of the State of Georgia and has the requisite power and authority to own a 75% undivided ownership interest in Scherer Unit No. 3 and such percentage undivided ownership interest in the Plant Scherer Common Facilities as Georgia now owns and is required to own from time to time pursuant to the provisions of this Agreement, to execute and deliver this Agreement and the Operating Agreement and to perform its obligations hereunder and thereunder, and to conduct its business as it is then being conducted; (b)

the execution, delivery and performance of this Agreement and the Operating Agreement by Georgia have been duly and effectively authorized by all requisite corporate action; and (c) Georgia had full power and authority to execute this Agreement and the Operating Agreement and this Agreement and the Operating Agreement have been duly executed and delivered by Georgia and are the legal, valid and binding obligations of Georgia enforceable against it in accordance with their terms (except as the provisions hereof or thereof may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting the enforcement of creditors' rights and by other laws of general application affecting the rights and remedies of creditors, except that the availability of the remedy of specific enforcement or of injunctive relief is subject to the discretion of the court before which any proceeding therefor may be brought, and except that no opinion shall be expressed as to the validity and enforceability of the restrictions on alienation set forth in Section 6(j) hereof).

(v) Gulf shall have received such assurance as is satisfactory to it from The Chase Manhattan Bank (National Association) (the "Trustee"), Trustee under Gulf's Indenture, dated as of September 1, 1941

("Gulf's Indenture"), that the Trustee will not oppose the use of Gulf's 25% undivided ownership interest in Scherer Unit No. 3 as property additions under Gulf's Indenture solely because of any question the Trustee may have concerning the validity and enforceability against the parties hereto of such parties' covenants to waive partition and an equitable accounting associated with a partition.

(c) Mutual conditions. The respective obligations of Georgia and Gulf to consummate the purchase and sale contemplated in Section 3(a) of this Agreement are subject to the fulfillment, prior to or at the Closing (unless waived in writing by Georgia and Gulf prior to or at the Closing), of the further conditions, that all requisite governmental, regulatory (including without limitation the Securities and Exchange Commission) and venter approvals of the execution, delivery and performance of the Operating Agreement and of this Agreement and the consummation of the transactions contemplated hereby by Georgia and Gulf (other than the transactions provided for in Section 4 hereof), and the release by Chemical Bank as Trustee under Georgia's First Mortgage Indenture dated as of March 1, 1941, of the undivided ownership interest in Scherer Unit No. 3 to be conveyed to Gulf hereunder from the lien of such Indenture, shall have been received.

9. Survival. The agreements, covenants, representations and warranties contained in Section 1, 2, 3, 4, 5, 6, 7, 9 and 10 of this Agreement shall survive the Closing.

10. Miscellaneous.

(a) No Delay. No disagreement or dispute of any kind between or among any of the Participants, the Additional Unit Participants or both concerning any matter, including without limitation the amount of any payment due hereunder or the correctness of any charge made hereunder, shall permit any Additional Unit Participant to delay or withhold any payment pursuant to this Agreement.

(b) Further Assurances. From time to time after the Closing, the Additional Unit Participants will execute and deliver such instruments of conveyance and other documents, upon the request of another Additional Unit Participant (or any Participant in the case of any purchase or sale made pursuant to Section 4 hereof), as may be necessary or appropriate to carry out the intent of this Agreement.

(c) Governing Law. The validity, interpretation, and performance of this Agreement and each of its provisions shall be governed by the Laws of the State of Georgia.

(d) Notice. Except as otherwise provided in Sections 6(d) and 6(g) hereof, any notice, request, consent

or other communication permitted or required by this Agreement (including, without limitation, any offer or acceptance pursuant to Section 6(j) hereof) shall be in writing and shall be deemed given when deposited in the United States Mail, first-class postage prepaid, and if given to Georgia shall be addressed to:

Georgia Power Company
P.O. Box 4545
Atlanta, Georgia 30302
Attention: President

and if given to Gulf shall be addressed to :

Gulf Power Company
P.O. Box 1151
Pensacola, Florida 32520
Attention: President

and if given to OPC shall be addressed to:

Oglethorpe Power Corporation
2100 East Exchange Place
P. O. Box 1349
Tucker, Georgia 30085
Attention: General Manager

and if given to MEAG shall be addressed to:

Municipal Electric Authority of Georgia
1470 Riveredge Parkway, N.W.
Atlanta, Georgia 30328
Attention: Chairman

and if given to Dalton shall be addressed to:

The City of Dalton, Georgia
P.O. Box 869
Dalton, Georgia 30720
Attention: Chairman, Utilities Commission

unless a different officer or address shall have been designated by the respective Additional Unit Participant or Participant by notice in writing.

(e) Section Headings Not to Affect Meaning. The descriptive headings of the various sections of this Agreement have been inserted for convenience of reference only and shall in no way modify or restrict any of the terms and provisions hereof.

(f) No Partnership. Notwithstanding any provision of this Agreement, neither the Additional Unit Participants nor the Scherer Unit No. 3 Participants intend to create hereby any joint venture, partnership, association taxable as a corporation, or other entity for the conduct of any business for profit, either among themselves or with any one or more of the Participants.

(g) Time of Essence. Time is of the essence of this Agreement.

(h) Amendments. This Agreement may be amended by and only by a written instrument duly executed by each of the Scherer Unit No. 3 Participants.

(i) Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon each of the Scherer Unit No. 3 Participants, and their respective successors and assigns. Nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies hereunder, except that any transferee of an undivided ownership interest in Scherer Unit No. 3 and the Plant Scherer Common Facilities, or any portion or portions of any undivided ownership interest therein, from any

Scherer Unit No. 3 Participant in accordance with this Agreement and pursuant to an agreement under which the other Scherer Unit No. 3 Participants have been made third party beneficiaries of such transferee's obligations thereunder shall be a third party beneficiary of such other Scherer Unit No. 3 Participants' respective obligations hereunder and shall be deemed an Additional Unit Participant and a Scherer Unit No. 3 Participant for all purposes of this Agreement.

(j) Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

(k) "AS IS" SALE. SCHERER UNIT NO. 3 AND THE PLANT SCHERER COMMON FACILITIES ARE TO BE SOLD "AS IS" AND "WHERE IS." GEORGIA MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER IN THIS AGREEMENT, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO THE VALUE, QUANTITY, CONDITION, SALEABILITY, OBSOLESCENCE, MERCHANTABILITY, FITNESS OR SUITABILITY FOR USE OR WORKING ORDER OF SCHERER UNIT NO. 3 AND THE PLANT SCHERER COMMON FACILITIES OR ANY PART THEREOF, NOR DOES GEORGIA REPRESENT OR WARRANT THAT THE USE OR OPERATION OF SCHERER UNIT NO. 3 AND THE PLANT SCHERER COMMON FACILITIES WILL NOT VIOLATE PATENT,

TRADEMARK OR SERVICEMARK RIGHTS OF ANY THIRD PARTIES. GULF IS WILLING TO PURCHASE SCHERER UNIT NO. 3 AND THE PLANT SCHERER COMMON FACILITIES "AS IS" AND "WHERE IS" AND IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT. Notwithstanding the foregoing, Gulf shall have the benefit, in proportion to its respective undivided ownership interests in Scherer Unit No. 3 and the Plant Scherer Common Facilities, of all manufacturers' and vendors' warranties and all patent, trademark and servicemark rights running to Georgia in connection with Scherer Unit No. 3 and the Plant Scherer Common Facilities.

(1) Computation of Percentage Undivided

Ownership Interest. Notwithstanding any other provision of this Agreement, whenever, pursuant to any provision of this Agreement, any action is required to be agreed to or taken by Scherer Unit No. 3 Participants or Additional Unit Participants hereunder, (i) only those Scherer Unit No. 3 Participants or Additional Unit Participants not in default in the payment of any amounts (together with interest, if appropriate) required under or contemplated by any provisions of this Agreement or the Operating Agreement at the time such action is to be agreed to or taken shall have the right to participate in such agreement or the taking of such action; and (ii) the computation of the aggregate percentage undivided ownership interests in Scherer Unit

No. 3 or the Additional Units, as the case may be, and the Plant Scherer Common Facilities owned by Scherer Unit No. 3 Participants or Additional Unit Participants, as the case may be, agreeing to or taking any such action shall be based solely upon the undivided ownership interests in Scherer Unit No. 3 or the Additional Units, as the case may be, and the Plant Scherer Common Facilities, as the case may be, owned by Scherer Unit No. 3 Participants or Additional Unit Participants, as the case may be, not so in default.

(m) Successor Agent. In the event that Georgia (or any successor agent) is removed as agent for the Scherer Unit No. 3 Participants hereunder or under the Operating Agreement, any successor agent for the Scherer Unit No. 3 Participants as contemplated hereby shall exercise all of the rights and powers and shall be subject to all of the duties and obligations of Georgia as agent hereunder or under the Operating Agreement and shall be liable to and subject to removal by the Scherer Unit No. 3 Participants in the same manner as Georgia, and Georgia shall take all action and execute (and file where appropriate) all documents and instruments which shall be requested by the successor agent to effect the transfer to such successor agent of such rights, powers, duties and obligations.

(n) The Units. In the event that at any time the same party shall not serve as agent with respect to the Units and the Additional Units, the Additional Unit Participants mutually agree, if any or more than one of them is an agent with respect to the Units or the Additional Units (and to exercise their reasonable best efforts to cause any other agent), to exercise the rights, powers, duties and obligations of an agent hereunder and under the Operating Agreement with respect to the Additional Units and, with respect to the Units, to exercise the rights, powers, duties and obligations of an agent under the Units Ownership Agreement and the Units Operating Agreement, in such a manner as will not unreasonably interfere with the rights of any Additional Unit Participant under this Agreement or the Operating Agreement or the rights of any Participant under the Units Ownership Agreement and the Units Operating Agreement, and to exercise the rights, powers, duties and obligations of such an agent with respect to the Plant Scherer Common Facilities to the mutual benefit of the Participants and the Additional Unit Participants and in such manner as will not unreasonably interfere with the rights of any Participant or Additional Unit Participant.

(o) Inspection Prior to Closing. Prior to the Closing, Gulf shall have the right to inspect Scherer Unit No. 3 and the Plant Scherer Common Facilities and take

pictures thereof for the purpose of determining the inventory of personal property located at the Plant Scherer site as of the Closing and for such other purposes as may be reasonably requested by Gulf in connection with the Closing and the consummation of the transactions contemplated hereby.

(p) Several Agreements. The agreements and obligations of the Scherer Unit No. 3 Participants and of the Additional Unit Participants set forth in this Agreement shall be the several, and not joint, agreements and obligations of the Scherer Unit No. 3 Participants and of the Additional Unit Participants.

(q) Special Provisions Relating to Plant Scherer Common Facilities.

(1) The Plant Scherer Common Facilities shall be used for the mutual benefit and enjoyment of the Participants and the Additional Unit Participants and in such a manner as will not unreasonably interfere with the use, benefit and enjoyment of any Participant or Additional Unit Participant. No area of the Plant Scherer Common Facilities may be used exclusively by less than all the Participants and all the Additional Unit Participants without the approval of Participants and Additional Unit Participants as follows:

(1) Prior to any sales of undivided ownership interests in the Plant Scherer Common Facilities pursuant to Section 10(a) of the Units Ownership Agreement, without the approval of all the Participants;

(2) From and after any sales of undivided ownership interests in the Plant Scherer Common Facilities pursuant to Section 10(a) of the Units Ownership Agreement with respect to one but not both of the Additional Units, without the approval of Participants and Additional Unit Participants owning at least an aggregate 68% undivided ownership interest in the Plant Scherer Common Facilities;

(3) From and after any sales of undivided ownership interests in the Plant Scherer Common Facilities pursuant to Section 10(a) of the Units Ownership Agreement with respect to both Additional Units, without the approval of Participants and Additional Unit Participants owning at least an aggregate 76% undivided ownership interest in the Plant Scherer Common Facilities; provided, however, that in the case of both clauses (2) and (3) above, the approval of MEAC shall be required so long as MEAC owns at least a 15.1% undivided

ownership interest in the Plant Scherer Common Facilities; and provided further, in the case of each of clauses (1), (2) and (3) above, that if such use is essential to the operation of the Units, Scherer Unit No. 3 or Scherer Unit No. 4, such approval will not be unreasonably withheld.

(ii) For purposes of the various provisions of this Agreement and of the Operating Agreement permitting or requiring the vote, consent, concurrence or approval of the Participants and Additional Unit Participants owning a designated percentage undivided ownership interest in the Plant Scherer Common Facilities, a Participant's or Additional Unit Participant's percentage undivided ownership interest in the Plant Scherer Common Facilities at any particular time shall be deemed to be equivalent to that Participant's or Additional Unit Participant's percentage undivided ownership interest at such time in the land described on Exhibit B hereto.

(iii) Notwithstanding any other provision of this Agreement, including Section 5(c)(i) hereof, the parties agree that the Additional Unit Participants shall be entitled (x) to sue for and obtain injunctive relief to prevent conduct which violates the intent of the foregoing provisions, (y) to obtain specific performance to enforce the foregoing and other provisions

of this Agreement requiring cooperation with respect to the Plant Scherer Common Facilities and the Additional Units, or (z) both (x) and (y).

(r) Certain Provisions Applicable During Buy-Back Period. Notwithstanding any provision of Sections 6(b) or 6(e) hereof, or of Sections 5(b) or 5(e) of the Units Ownership Agreement, the Budgeting Participants shall not be entitled to make any change to a construction budget estimate or to a capital budget estimate or revised capital budget estimate proposed by Georgia pursuant to any of such sections (i) which reduces the amount budgeted for any budget item with respect to Scherer Unit No. 1 or the Plant Scherer Common Facilities hereafter through the end of any period when Georgia's entitlement to capacity from Scherer Unit No. 1 (taking into account its entitlement to capacity from such unit pursuant to Section 5(a) of the Units Ownership Agreement and Sections 3(g) and 3(h) of the Units Operating Agreement) exceeds 25% of the capacity of such unit, or (ii) which reduces the amount budgeted for any budget item with respect to Scherer Unit No. 2 or the Plant Scherer Common Facilities hereafter through the end of any period when Georgia's entitlement to capacity from Scherer Unit No. 2 (taking into account its entitlement to capacity from such unit pursuant to Section 5(a) of the Units Ownership Agreement and Sections 3(g) and 3(h) of the

Operating Agreement) exceeds 25% of the capacity of such unit. If during the period described in clause (i) of the preceding sentence the Budgeting Participants make any change to any such budget estimate which increases the amount budgeted for any budget item with respect to Scherer Unit No. 1 or the Plant Scherer Common Facilities or during the period described in clause (ii) of the preceding sentence the Budgeting Participants make any change to any such budget estimate which increases the amount budgeted for any budget item with respect to Scherer Unit No. 2 or the Plant Scherer Common Facilities, then the Budgeting Participants shall indemnify Georgia from any additional Costs of Construction, additional Fuel Costs and additional Operating Costs (as defined in the Operating Agreement and in the Units Operating Agreement) resulting from such increase and from any increase in any amount to be paid by Georgia in respect of its entitlement to the capacity and energy of OPC, MEAG or both pursuant to Sections 3(g) and 3(h) of the Units Operating Agreement; provided, however, that nothing contained in this Section 10(r) shall relieve Georgia from any obligations imposed elsewhere in this Agreement or in the Operating Agreement relating to the standards of conduct applicable to Georgia as agent for the other Additional Unit Participants and as an Additional Unit Participant itself, including without limitation the

obligations set forth in Sections 5(c)(1) and 7(a) hereof and Sections 1 and 4(a) of the Operating Agreement.

(s) Construction of "Including". Wherever the term "including" is used in this Agreement, such term shall not be construed as limiting the generality of any statement, clause, phrase or term and shall not be deemed to exclude any person or thing otherwise within the meaning of the statement, clause, phrase or term which it modifies.

(t) Accounting Procedures. Except as otherwise expressly provided in this Agreement, in the Operating Agreement, or both, the accounting methods and practices to be utilized in the administration of this Agreement and the Operating Agreement shall be those methods and practices generally utilized by Georgia from time to time with respect to its other jointly owned generating facilities.

(v) Rescission of Earlier Ownership Agreement. Upon the execution and delivery of this Agreement by Georgia and Gulf, that certain Plant Robert W. Scherer Units Numbers Three and Four Purchase and Ownership Participation Agreement, dated as of February 19, 1981, between Georgia and Gulf is hereby rescinded and shall have no further force or effect whatsoever.

IN WITNESS WHEREOF, the undersigned parties hereto have
duly executed this Agreement under seal as of the date
first above written.

Signed, sealed and delivered
in the presence of:

John Mercer

Susan S. Shahan
Notary Public

My Commission Expires July 12, 1988

GEORGIA POWER COMPANY

By: [Signature]

Attest: [Signature]

(CORPORATE SEAL)

Signed, sealed and delivered
in the presence of:

Julie Whipple

Conrad W. Sidney
Notary Public

GULF POWER COMPANY

By: [Signature]

Attest: [Signature]

(CORPORATE SEAL)

Units 3 & 4, Plant Scherer

ALL THAT TRACT or parcel of land situated, lying and being in the Fifth Land District of Monroe County, Georgia, and being more particularly described as follows:

BEGINNING AT A POINT coincident with Coordinates N=39,289.00, E=20,822.00 and running thence in a westerly direction to a point, which point is coincident with Coordinates N=39,289.00, E=19,468.00; running thence in a northerly direction to a point, which point is coincident with Coordinates N=39,425.00, E=19,468.00; running thence in a westerly direction to a point, which point is coincident with Coordinates N=39,625.00, E=19,128.00; running thence in a northerly direction to a point, which point is coincident with Coordinates N=40,119.00, E=19,128.00; running thence in a westerly direction to a point, which point is coincident with Coordinates N=40,119.00, E=18,668.00; running thence in a northerly direction to a point, which point is coincident with Coordinates N=40,509.00, E=18,668.00; running thence in a northeasterly direction to a point, which point is coincident with Coordinates N=40,786.00, E=18,836.00; running thence in a northerly direction to a point, which point is coincident with Coordinates N=40,986.00, E=18,840.00; running thence in a northeasterly direction to a point, which point is coincident with Coordinates N=41,063.00, E=20,373.00; running thence in a southerly direction to a point, which point is coincident with Coordinates N=39,895.00, E=20,367.00; running thence in a southeasterly direction to a point, which point is coincident with Coordinates N=39,805.00, E=20,822.00; running thence in an easterly direction to a point, which point is coincident with Coordinates N=39,805.00, E=21,207.00; running thence in a southerly direction to a point, which point is coincident with Coordinates N=39,495.00, E=21,207.00; running thence in a westerly direction to a point, which point is coincident with Coordinates N=39,495.00, E=20,822.00; running thence in a southerly direction to the Point of Beginning.

The property hereinabove described is more particularly described on that certain Blueprint of Survey, captioned "Plant Scherer, General Arrangement, Plant Site," dated February 12, 1976, last revised January 2, 1979, prepared for the Georgia Power Company, by Southern Services, Inc., bearing Drawing No. IPS 4035-73, to which Blueprint of Survey reference is hereby made for all purposes.

Coordinates set forth in the foregoing description are based upon the Georgia Power Company Grid Coordinate System for Robert V. Scherer Plant, Georgia Power Company Coordinates, N=400-00, is coincident with Georgia State Plane Coordinates, West Zone Grid Meridian, N=1,114,000; Georgia Power Company Coordinates, E=200-00 is coincident with Georgia State Plane Coordinates, West Zone Grid Meridian, E=610,000.

EXHIBIT "A"

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LESS AND EXCEPT from the foregoing parcel the following:

- TRACT I: Fire Protection Building and Storage Tanks,
Units 3 & 4 Plant Scherer: Exhibit A-1
- TRACT II: Lighter Oil Storage Facility, Units 3 & 4,
Plant Scherer: Exhibit A-2
- TRACT III: Start Up Boilers, Exhibit A-3, but only to
the extent the same lies within the bound-
aries of Units 3 & 4 as described in the
foregoing Exhibit A.

The aforesaid Exhibits A-1 through A-3, inclusive, are
hereby incorporated herein by reference.

EXHIBIT "A" - continued

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***Fire Protection Building and Storage Tanks, Units 3 & 4
Plant Scherer**

ALL THAT TRACT or parcel of land situated, lying and being in the Fifth Land District of Monroe County, Georgia, and being more particularly described as follows:

BEGINNING AT A POINT coincident with Coordinates N=40,075.00, E=20,303.00; and running thence in a southerly direction to a point, which point is coincident with Coordinates N=39,931.10, E=20,303.00; running thence in a westerly direction to a point, which point is coincident with Coordinates N=39,951.10, E=19,560.00; running thence in a northerly direction to a point, which point is coincident with Coordinates N=40,075.00, E=19,360.00; running thence in an easterly direction to the Point of Beginning.

The property hereinabove described is more particularly described on that certain Blueprint of Survey, captioned "Plant Scherer, General Arrangement, Plant Site," dated February 12, 1975, last revised January 2, 1979, prepared for the Georgia Power Company by Southern Services, Inc., bearing Drawing No. I 21 1008, to which Blueprint of Survey reference is hereby made for all purposes.

Coordinates set forth in the foregoing description are based upon the Georgia Power Company Grid Coordinate System for the Robert V. Scherer Plant. Georgia Power Company Coordinate N=400+00, is coincident with Georgia State Plane Coordinate West Zone Grid Meridian, N=1,116,000; Georgia Power Company Coordinate E=200+00 is coincident with Georgia State Plane Coordinate West Zone Grid Meridian, E=619,000.

EXHIBIT A-1

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Lighter Oil Storage Facility, Units 3 & 4
Plant Scherer

ALL THAT TRACT or parcel of land situated, lying and being in the Fifth Land District of Monroe County, Georgia, and being more particularly described as follows:

BEGINNING AT A POINT coincident with Coordinates N=40,604.78, E=20,300.00; and running thence in a southerly direction to a point, which point is coincident with Coordinates N=40,490.43, E=20,300.00; running thence in a westerly direction to a point, which point is coincident with Coordinates N=40,490.43, E=20,383.00; running thence in a northerly direction to a point, which point is coincident with Coordinates N=40,604.78, E=20,383.00; running thence in an easterly direction to the Point of Beginning.

The property hereinabove described is more particularly described on that certain Blueprint of Survey, captioned "Plant Scherer, General Arrangement, Plant Site," dated February 12, 1976, last revised January 2, 1979, prepared for the Georgia Power Company by Southern Services, Inc., bearing Drawing No. I M 1008, to which Blueprint of Survey reference is hereby made for all purposes.

Coordinates set forth in the foregoing description are based upon the Georgia Power Company Grid Coordinate System for the Robert V. Scherer Plant. Georgia Power Company Coordinates N=400+00, is coincident with Georgia State Plane Coordinates West Zone Grid Meridian, N=1,114,000; Georgia Power Company Coordinate E=200+00 is coincident with Georgia State Plane Coordinates West Zone Grid Meridian, E=610,000.

EXHIBIT A-2

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Start Up Boilers
Plant Scherer

ALL THAT TRACT or parcel of land situated, lying and being in the Fifth Land District of Monroe County, Georgia, and being more particularly described as follows:

BEGINNING AT A POINT coincident with Coordinates $N=19,116.00$, $E=19,301.00$; and running thence in a southerly direction to a point, which point is coincident with Coordinates $N=19,134.00$, $E=19,803.00$; running thence in a westerly direction to a point, which point is coincident with Coordinates $N=19,254.00$, $E=19,715.00$; running thence in a northerly direction to a point, which point is coincident with Coordinates $N=19,116.00$, $E=19,715.00$; running thence in an easterly direction to the Point of Beginning.

The property hereinabove described is more particularly described on that certain Blueprint of Survey, captioned "Plant Scherer, General Arrangement, Plant Site," dated February 12, 1976, last revised January 2, 1979, prepared for the Georgia Power Company by Southern Services, Inc., bearing Drawing No. 2 IN 1008, to which Blueprint of Survey reference is hereby made for all purposes.

Coordinates set forth in the foregoing description are based upon the Georgia Power Company Grid Coordinate System for the Robert W. Scherer Plant. Georgia Power Company Coordinate $N=400+00$, is coincident with Georgia State Plane Coordinate: West Zone Grid Meridian, $N=1,114,000$; Georgia Power Company Coordinate $E=200+00$ is coincident with Georgia State Plane Coordinate: West Zone Grid Meridian, $E=610,000$.

EXHIBIT A-3

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Legal Description

Robert W. Scherer Plant Site

ALL that tract or parcel of land situated, lying and being in the Fifth Land District, Monroe County, Georgia and being more particularly described as follows:

BEGINNING AT A POINT located on the southwesterly right-of-way line of U.S. Highway No. 23 (as located on April 27, 1978), which point is coincident with Coordinates X=615,648.47, Y=1,121,930.40; running thence along the southwesterly right-of-way line of U.S. Highway No. 23 and following the curvature thereof the following courses and distances: South 44 degrees 46 minutes 30 seconds East a distance of 151.68 feet to a point; South 32 degrees 59 minutes East a distance of 360.37 feet to a point; South 33 degrees 19 minutes East a distance of 296.67 feet to a point; South 30 degrees 18 minutes 30 seconds East a distance of 168.81 feet to a point; South 28 degrees 22 minutes East a distance of 300.02 feet to a point; South 27 degrees 02 minutes East a distance of 299.11 feet to a point; South 25 degrees 34 minutes 30 seconds East a distance of 1,011.79 feet to a point; South 25 degrees 22 minutes East a distance of 204.18 feet to a point; South 25 degrees 43 minutes 30 seconds East a distance of 662.78 feet to a point; South 26 degrees 32 minutes 30 seconds East a distance of 44.91 feet to a point; South 26 degrees 32 minutes 30 seconds East a distance of 302.28 feet to a point on the southwesterly right-of-way line of U.S. Highway No. 23, which point is coincident with Coordinates X=617,474.67, Y=1,118,605.98; thence leaving said right-of-way line and running South 70 degrees 30 minutes West a distance of 234.68 feet to a point; running thence South 67 degrees 19 minutes West a distance of 623.80 feet to a point; running thence South 60 degrees 24 minutes West a distance of 48.48 feet to a point; running thence South 26 degrees 02 minutes West a distance of 35.66 feet to a point; running thence South 22 degrees 05 minutes West a distance of 1,230.27 feet to a point; running thence South 22 degrees 59 minutes West a distance of 349.06 feet to a point, which point is coincident with Coordinates X=615,934.48, Y=1,116,567.60; running thence South 80 degrees 30 minutes 30 seconds East a distance of 220.13 feet to a point; running thence South 22 degrees 07 minutes 30 seconds East a distance of 639.44 feet to a point; running thence South 87 degrees 44 minutes 30 seconds West a distance of 111.39 feet to a point, which point is coincident with Coordinates X=616,281.38, Y=1,115,935.82; running thence due South a distance of 2,543.04 feet to a point; running thence South 02 degrees 42 minutes East a distance of 349.58 feet to a point, which point is coincident with Coordinates X=616,297.87, Y=1,112,943.59; running thence South 88 degrees 25 minutes East a distance of 277.16 feet to a point; running thence North 35 degrees 04 minutes East a distance of 104.70 feet to a point; running thence North 89 degrees 55 minutes 30 seconds East a distance of 1,999.04 feet to a point, which point is coincident with Coordinates X=618,678.27, Y=1,112,947.73; running thence South 01 degree 24 minutes East a distance of 736.66 feet to a point; running thence North 86 degrees 13 minutes 30 seconds East a distance of 700.00 feet to a point; running thence South 01 degree 40 minutes 30 seconds East a distance of 700.0 feet

EXHIBIT "B"

EXHIBIT B

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to a point, which point is coincident with Coordinates X-619,413.22, Y-1,111,357.68; running thence South 89 degrees 09 minutes 30 seconds East a distance of 411.28 feet to a point; running thence North 89 degrees 36 minutes 30 seconds East a distance of 378.91 feet to a point; running thence South 86 degrees 19 minutes East a distance of 873.62 feet to a point; running thence North 87 degrees 59 minutes 30 seconds East a distance of 879.46 feet to a point, which point is coincident with Coordinates X-621,956.10, Y-1,111,325.84; running thence South 44 degrees 40 minutes East a distance of 707.32 feet to a point; running thence North 55 degrees 42 minutes East a distance of 245.33 feet to a point; running thence North 55 degrees 42 minutes East a distance of 85.38 feet to a point located on the southwesterly right-of-way line of U.S. Highway No. 23, which point is coincident with Coordinates X-622,726.52, Y-1,111,212.14; running thence along the southwesterly right-of-way line of U.S. Highway No. 23 and following the curvature thereof the following courses and distances: South 33 degrees 18 minutes 30 seconds East a distance of 2,764.45 feet to a point; South 33 degrees 17 minutes East a distance of 1,236.96 feet to a point; South 32 degrees 38 minutes East a distance of 267.14 feet to a point; South 30 degrees 58 minutes 30 seconds East a distance of 302.73 feet to a point; South 29 degrees 53 minutes 30 seconds East a distance of 200.00 feet to a point; South 28 degrees 36 minutes East a distance of 197.37 feet to a point; South 27 degrees 06 minutes East a distance of 1,139.54 feet to a point; South 30 degrees 35 minutes East a distance of 145.38 feet to a point; South 33 degrees 48 minutes 30 seconds East a distance of 147.63 feet to a point; South 36 degrees 24 minutes East a distance of 148.34 feet to a point; South 39 degrees 08 minutes East a distance of 153.72 feet to a point; South 41 degrees 43 minutes East a distance of 740.27 feet to a point located on the southwesterly right-of-way line of U.S. Highway No. 23, which point is coincident with Coordinates X-626,770.28, Y-1,104,983.07; running thence North 43 degrees 00 minutes East a distance of 1,280.88 feet to a point; running thence North 53 degrees 00 minutes East a distance of 1,713.88 feet to a point; running thence North 43 degrees 00 minutes East a distance of 401.64 feet to a point; running thence North 38 degrees 00 minutes East a distance of 615.24 feet to a point; running thence North 23 degrees 00 minutes East a distance of 676.11 feet to a point; running thence North 86 degrees 13 minutes 30 seconds West a distance of 1,200.30 feet to a point, which point is coincident with Coordinates X-628,874.72, Y-1,108,272.41; running thence North 03 degrees 46 minutes 30 seconds East a distance of 1,000.00 feet to a point, which point is coincident with Coordinates X-628,940.54, Y-1,109,270.25; running thence South 86 degrees 13 minutes 30 seconds East a distance of 1,168.23 feet to a point; running thence South 86 degrees 13 minutes 30 seconds East a distance of 192.75 feet to a point; running thence South 86 degrees 13 minutes 30 seconds East a distance of 777.21 feet to a point; running thence South 86 degrees 13 minutes 30 seconds East 375.79 feet, more or less, to the East bank of the Ocmulgee River; running thence along the East bank of the Ocmulgee River in a generally Southerly direction 1033.36 feet, more or less, to a point on said East bank of the Ocmulgee River where a line bearing North 86 degrees 13 minutes 30 seconds West from a point (hereinafter called "Point A") which is coincident with Coordinates X-631,412.72, Y-1,108,105.00 intersects said East bank; running thence to a point which is located North 86 degrees 13 minutes 30 seconds West 421.96 feet from Point A; running thence North 86 degrees 13 minutes 30 .

seconds West a distance of 471.00 feet to a point; running thence North 86 degrees 13 minutes 30 seconds West a distance of 150.56 feet to a point; running thence North 86 degrees 13 minutes 30 seconds West a distance of 77.30 feet to a point; running thence South 23 degrees 00 minutes West a distance of 813.36 feet to a point; running thence South 58 degrees 00 minutes West a distance of 653.80 feet to a point; running thence South 43 degrees 00 minutes West a distance of 393.36 feet to a point; running thence South 53 degrees 00 minutes West a distance of 1,713.88 feet to a point; running thence South 43 degrees 00 minutes West a distance of 1,281.90 feet to a point, which point is coincident with Coordinates X=626,910.62, Y=1,104,825.66; running thence South 41 degrees 43 minutes East a distance of 1,940.28 feet to a point; running thence South 38 degrees 37 minutes 30 seconds East a distance of 238.72 feet to a point; running thence South 32 degrees 01 minute 30 seconds East a distance of 200.90 feet to a point; running thence South 25 degrees 24 minutes East a distance of 194.48 feet to a point; running thence South 18 degrees 58 minutes East a distance of 233.04 feet to a point; running thence South 12 degrees 48 minutes East a distance of 194.87 feet to a point; running thence South 10 degrees 15 minutes East a distance of 1,171.32 feet to a point; running thence South 09 degrees 44 minutes East a distance of 199.47 feet to a point, which point is coincident with Coordinates X=628,902.19, Y=1,101,084.78; running thence North 89 degrees 22 minutes 30 seconds West a distance of 776.58 feet to a point; running thence South 02 degrees 07 minutes West a distance of 1,166.63 feet to a point; running thence South 62 degrees 16 minutes East a distance of 88.63 feet to a point; running thence North 72 degrees 33 minutes 30 seconds East a distance of 114.08 feet to a point; running thence South 44 degrees 08 minutes East a distance of 106.18 feet to a point, which point is coincident with Coordinates X=628,343.76, Y=1,099,844.12; running thence South 68 degrees 09 minutes 30 seconds West a distance of 578.25 feet to a point; running thence South 64 degrees 30 minutes 30 seconds West a distance of 159.57 feet to a point; running thence South 54 degrees 01 minute West a distance of 171.76 feet to a point; running thence South 44 degrees 50 minutes 30 seconds West a distance of 200.09 feet to a point; running thence South 42 degrees 59 minutes West a distance of 200.00 feet to a point; running thence South 42 degrees 33 minutes West a distance of 200.01 feet to a point; running thence South 42 degrees 36 minutes West a distance of 217.90 feet to a point; running thence South 45 degrees 52 minutes West a distance of 166.85 feet to a point; running thence South 56 degrees 26 minutes West a distance of 166.72 feet to a point; running thence South 73 degrees 46 minutes West a distance of 189.39 feet to a point; running thence South 88 degrees 02 minutes West a distance of 166.93 feet to a point; running thence North 77 degrees 02 minutes West a distance of 202.74 feet to a point; running thence North 66 degrees 44 minutes 30 seconds West a distance of 1,288.34 feet to a point; running thence North 64 degrees 33 minutes West a distance of 253.46 feet to a point; running thence North 61 degrees 32 minutes 30 seconds West a distance of 257.80 feet to a point; running thence North 59 degrees 42 minutes West a distance of 248.94 feet to a point; running thence North 56 degrees 42 minutes 30 seconds West a distance of 247.23 feet to a point; running thence North 53 degrees 10 minutes 30 seconds West a distance of 198.47 feet to a point; running thence North 49 degrees 00 minutes West a distance of 207.90 feet to a point, which point is coincident with Coordinates X=623,782.34, Y=1,099,299.16; running thence North 04 degrees 29 minutes 30 seconds West

a distance of 947.21 feet to a point, which point is coincident with Coordinates X-623,708.19, Y-1,100,843.46; running thence North 89 degrees 34 minutes 30 seconds West a distance of 764.88 feet to a point; running thence South 07 degrees 56 minutes West a distance of 464.40 feet to a point; running thence South 55 degrees 12 minutes 30 seconds West a distance of 76.84 feet to a point; running thence North 89 degrees 37 minutes 30 seconds East a distance of 132.09 feet to a point; running thence North 89 degrees 37 minutes 30 seconds East a distance of 81.31 feet to a point; running thence South 57 degrees 25 minutes 30 seconds East a distance of 139.70 feet to a point, which point is coincident with Coordinates X-623,147.49, Y-1,100,271.52; running thence North 88 degrees 37 minutes West a distance of 207.87 feet to a point; running thence South 79 degrees 39 minutes West a distance of 148.67 feet to a point; running thence South 73 degrees 35 minutes 30 seconds West a distance of 207.45 feet to a point; running thence South 79 degrees 24 minutes 30 seconds West a distance of 237.20 feet to a point; running thence South 85 degrees 22 minutes 30 seconds West a distance of 194.55 feet to a point; running thence South 89 degrees 33 minutes West a distance of 206.13 feet to a point; running thence North 86 degrees 33 minutes West a distance of 200.00 feet to a point; running thence North 85 degrees 58 minutes 30 seconds West a distance of 800.04 feet to a point; running thence North 84 degrees 27 minutes West a distance of 189.52 feet to a point; running thence North 70 degrees 45 minutes 30 seconds West a distance of 191.82 feet to a point; running thence North 57 degrees 14 minutes 30 seconds West a distance of 192.64 feet to a point; running thence North 53 degrees 32 minutes West a distance of 63.12 feet to a point; running thence North 46 degrees 56 minutes West a distance of 200.11 feet to a point; running thence North 47 degrees 52 minutes West a distance of 205.51 feet to a point; running thence North 55 degrees 10 minutes 30 seconds West a distance of 104.52 feet to a point; running thence North 63 degrees 54 minutes West a distance of 200.42 feet to a point; running thence North 64 degrees 04 minutes 30 seconds West a distance of 220.63 feet to a point; running thence North 51 degrees 47 minutes West a distance of 190.94 feet to a point; running thence North 42 degrees 38 minutes 30 seconds West a distance of 422.11 feet to a point; running thence North 54 degrees 17 minutes West a distance of 197.12 feet to a point; running thence North 75 degrees 57 minutes 30 seconds West a distance of 209.78 feet to a point; running thence North 87 degrees 18 minutes West a distance of 286.70 feet to a point; running thence South 88 degrees 22 minutes West a distance of 278.86 feet to a point; running thence South 82 degrees 51 minutes West a distance of 215.01 feet to a point; running thence South 75 degrees 06 minutes 30 seconds West a distance of 203.48 feet to a point; running thence South 72 degrees 48 minutes 30 seconds West a distance of 191.52 feet to a point; running thence South 86 degrees 25 minutes West a distance of 92.36 feet to a point; running thence North 81 degrees 48 minutes East a distance of 118.09 feet to a point; running thence North 67 degrees 43 minutes 30 seconds West a distance of 89.83 feet to a point; running thence North 61 degrees 25 minutes 30 seconds West a distance of 100.18 feet to a point; running thence North 65 degrees 07 minutes 30 seconds West a distance of 231.37 feet to a point; running thence North 69 degrees 24 minutes 30 seconds West a distance of 203.38 feet to a point; running thence North 71 degrees 58 minutes 30 seconds West a distance of 400.00 feet to a point; running thence North 73 degrees 02 minutes West a distance 334.13 feet to a point, which point is

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coincident with Coordinates X=616,180.24 and Y=1,101,888.39; running thence North 72 degrees 39 minutes 30 seconds West a distance of 300.76 feet to a point; running thence North 73 degrees 08 minutes West a distance of 200.00 feet to a point; running thence North 74 degrees 30 minutes West a distance of 273.23 feet to a point; running thence North 77 degrees 46 minutes 30 seconds West a distance of 156.30 feet to a point; running thence North 83 degrees 47 minutes West a distance of 161.47 feet to a point; running thence South 83 degrees 34 minutes West a distance of 187.94 feet to a point; running thence South 78 degrees 05 minutes 30 seconds West a distance of 187.65 feet to a point; running thence South 69 degrees 18 minutes 30 seconds West a distance of 107.00 feet to a point; running thence South 66 degrees 48 minutes West a distance of 700.00 feet to a point; running thence South 66 degrees 42 minutes 30 seconds West a distance of 966.82 feet to a point; running thence South 72 degrees 54 minutes West a distance of 197.43 feet to a point; running thence South 78 degrees 18 minutes 30 seconds West a distance of 100.50 feet to a point; running thence South 82 degrees 45 minutes 30 seconds West a distance of 129.82 feet to a point; running thence North 89 degrees 50 minutes West a distance of 169.44 feet to a point; running thence North 82 degrees 35 minutes West a distance of 200.14 feet to a point; running thence North 79 degrees 26 minutes West a distance of 200.03 feet to a point; running thence North 79 degrees 31 minutes West a distance of 268.56 feet to a point; running thence North 79 degrees 47 minutes West a distance of 181.20 feet to a point; running thence North 78 degrees 36 minutes 30 seconds West a distance of 200.05 feet to a point; running thence North 80 degrees 02 minutes 30 seconds West a distance of 223.16 feet to a point; running thence North 81 degrees 56 minutes 30 seconds West a distance of 203.36 feet to a point, which point is coincident with Coordinates X=611,082.03, Y=1,101,560.81; running thence North 02 degrees 02 minutes 30 seconds East a distance of 409.34 feet to a point; running thence North 87 degrees 59 minutes 30 seconds West a distance of 200.20 feet to a point; running thence North 02 degrees 00 minutes 30 seconds East, a distance of 160.00 feet to a point; running thence North 87 degrees 59 minutes 30 seconds West a distance of 230.00 feet to a point; running thence North 18 degrees 28 minutes 30 seconds East a distance of 230.00 feet to a point; running thence North 09 degrees 32 minutes 30 seconds West a distance of 170.00 feet to a point; running thence North 06 degrees 06 minutes West a distance of 11.55 feet to a point; running thence North 88 degrees 26 minutes West a distance of 750.61 feet to a point, which point is coincident with Coordinates X=609,965.88, Y=1,102,562.96; running thence South 01 degree 15 minutes 30 seconds West a distance of 1,002.69 feet to a point; running thence South 89 degrees 28 minutes West a distance of 340.75 feet to a point; running thence North 81 degrees 59 minutes 30 seconds West a distance of 212.42 feet to a point; running thence North 75 degrees 17 minutes West a distance of 207.55 feet to a point; running thence North 67 degrees 30 minutes 30 seconds West a distance of 307.59 feet to a point; running thence North 64 degrees 45 minutes West a distance of 310.10 feet to a point; running thence North 71 degrees 35 minutes 30 seconds West a distance of 348.37 feet to a point; running thence North 77 degrees 21 minutes West a distance of 304.91 feet to a point; running thence North 83 degrees 05 minutes 30 seconds West a distance of 198.76 feet to a point; running thence North 83 degrees 48 minutes 30 seconds West a distance of 334.79 feet to a point, which point is coincident with Coordinates X=607,469.13, Y=1,102,126.43; running thence

North 00 degrees 13 minutes East a distance of 662.73 feet to a point; running thence North 88 degrees 02 minutes West a distance of 449.85 feet to a point, which point is coincident with Coordinates X=607,022.06, Y=1,102,804.60; running thence South 01 degree 20 minutes 30 seconds West a distance of 631.41 feet to a point; running thence North 84 degrees 13 minutes West a distance of 306.38 feet to a point; running thence North 83 degrees 20 minutes 30 seconds West a distance of 200.40 feet to a point; running thence North 84 degrees 58 minutes West a distance of 247.36 feet to a point, which point is coincident with Coordinates X=606,256.33, Y=1,102,242.22; running thence North 15 degrees 31 minutes 30 seconds East a distance of 289.93 feet to a point; running thence North 80 degrees 51 minutes 30 seconds West a distance of 479.51 feet to a point; running thence North 00 degrees 52 minutes East a distance of 1,859.88 feet to a point, which point is coincident with Coordinates X=605,885.53, Y=1,104,257.43; running thence North 86 degrees 40 minutes West a distance of 1,456.79 feet to a point; running thence South 00 degrees 04 minutes East a distance of 1,405.92 feet to a point; running thence South 01 degree 37 minutes West a distance of 191.35 feet to a point, which point is coincident with Coordinates X=604,427.42, Y=1,102,744.85; running thence North 89 degrees 47 minutes West a distance of 180.23 feet to a point; running thence North 89 degrees 47 minutes West a distance of 2,625.72 feet to a point, which point is coincident with Coordinates X=601,621.49, Y=1,102,755.41; running thence North 03 degrees 11 minutes 30 seconds East a distance of 1,609.62 feet to a point; running thence North 86 degrees 48 minutes 30 seconds West a distance of 1,499.98 feet to a point, which point is coincident with Coordinates X=600,213.47; Y=1,104,446.13; running thence North 03 degrees 12 minutes East a distance of 1,499.87 feet to a point; running thence North 86 degrees 48 minutes West a distance of 2,118.21 feet to a point, which point is coincident with Coordinates X=598,182.31, Y=1,106,061.79; running thence North 00 degrees 32 minutes 30 seconds East a distance of 2,667.47 feet to a point; running thence North 00 degrees 32 minutes 30 seconds East a distance of 46.00 feet to a point; running thence North 00 degrees 32 minutes 30 seconds East a distance of 606.16 feet to a point, which point is coincident with Coordinates X=598,213.90, Y=1,109,381.27; running thence North 89 degrees 27 minutes 30 seconds West a distance of 208.10 feet to a point; running thence North 89 degrees 27 minutes 30 seconds East a distance of 636.98 feet to a point; running thence North 05 degrees 18 minutes 30 seconds West a distance of 159.18 feet to a point, which point is coincident with Coordinates X=597,354.12, Y=1,109,347.80; running thence North 86 degrees 38 minutes West a distance of 445.55 feet to a point; running thence South 02 degrees 29 minutes East a distance of 561.46 feet to a point; running thence South 02 degrees 29 minutes East a distance of 417.56 feet to a point, which point is coincident with Coordinates X=596,951.83, Y=1,108,595.85; running thence South 59 degrees 44 minutes 30 seconds West a distance of 484.65 feet to a point; running thence South 70 degrees 47 minutes 30 seconds West a distance of 542.98 feet to a point; running thence South 78 degrees 34 minutes 30 seconds West a distance of 816.34 feet to a point; running thence South 72 degrees 48 minutes West a distance of 346.60 feet to a point; running thence South 52 degrees 26 minutes West a distance of 433.46 feet to a point; running thence South 40 degrees 21 minutes 30 seconds West a distance of 593.41 feet to a point, which point is coincident with Coordinates X=594,161.39, Y=1,107,192.28; running thence North 00 degrees 41 minutes 30 seconds West a distance of 1,016.97 feet to

a point; running thence North 00 degrees 06 minutes East a distance of 549.33 feet to a point; running thence North 00 degrees 21 minutes 30 seconds East a distance of 293.44 feet to a point, which point is coincident with Coordinates X-594,151.87, Y-1,109,054.13; running thence North 57 degrees 24 minutes West a distance of 37.01 feet to a point; running thence North 89 degrees 09 minutes West a distance of 333.74 feet to a point; running thence South 89 degrees 40 minutes 30 seconds West a distance of 112.28 feet to a point; running thence South 00 degrees 19 minutes 30 seconds East a distance of 30.00 feet to a point, which point is coincident with Coordinates X-593,656.04, Y-1,109,059.18; running thence South 89 degrees 40 minutes 30 seconds West a distance of 2,332.14 feet to a point; running thence North 89 degrees 47 minutes 30 seconds West a distance of 1,600.00 feet to a point, which point is coincident with Coordinates X-589,723.98, Y-1,109,051.57; running thence North 01 degree 43 minutes East a distance of 1,300.00 feet to a point; running thence North 01 degree 43 minutes East a distance of 1,884.18 feet to a point; running thence North 01 degree 43 minutes East a distance of 98.71 feet to a point, which point is coincident with Coordinates X-589,822.04, Y-1,112,332.99; running thence South 79 degrees 29 minutes West a distance of 143.72 feet to a point; running thence South 82 degrees 28 minutes West a distance of 919.83 feet to a point; running thence South 79 degrees 40 minutes West a distance of 26.33 feet to a point, which point is coincident with Coordinates X-588,742.93, and Y-1,112,181.46; running thence due North a distance of 3,932.11 feet to a point, which point is coincident with Coordinates X-588,742.93, Y-1,116,113.57; running thence due East a distance of 4,033.18 feet to a point; running thence due East a distance of 109.25 feet to a point; running thence North 89 degrees 58 minutes 30 seconds East a distance of 1,329.08 feet to a point; running thence South 89 degrees 23 minutes East a distance of 1,565.28 feet to a point; running thence South 89 degrees 23 minutes East a distance of 1,237.46 feet to a point, which point is coincident with Coordinates X-597,017.02, Y-1,116,084.25; running thence North 00 degrees 37 minutes East a distance of 2,964.31 feet to a point, which point is coincident with Coordinates X-597,049.12, Y-1,119,048.39; running thence South 89 degrees 46 minutes 30 seconds East a distance of 1,531.36 feet to a point; running North 00 degrees 13 minutes 30 seconds East a distance of 200.00 feet to a point; running thence South 89 degrees 43 minutes 30 seconds East a distance of 299.91 feet to a point; running thence South 89 degrees 44 minutes 30 seconds East a distance of 278.13 feet to a point; running thence South 89 degrees 47 minutes East a distance of 1,146.31 feet to a point, which point is coincident with Coordinates X-600,305.59, Y-1,119,235.25; running thence North 00 degrees 29 minutes 30 seconds East a distance of 2,595.06 feet to a point, which point is coincident with Coordinates X-600,327.69, Y-1,121,830.21; running thence South 89 degrees 38 minutes 30 seconds East a distance of 161.46 feet to a point; running thence South 40 degrees 59 minutes East a distance of 120.30 feet to a point; running thence South 46 degrees 14 minutes 30 seconds East a distance of 131.03 feet to a point; running thence South 48 degrees 48 minutes 30 seconds East a distance of 372.68 feet to a point; running thence South 89 degrees 38 minutes 30 seconds East a distance of 60.87 feet to a point; running thence South 89 degrees 38 minutes 30 seconds East a distance of 580.10 feet to a point; running thence North 00 degrees 21 minutes 30 seconds East a distance of 424.03 feet to a point, which point is coincident with Coordinates X-601,586.73, Y-1,121,822.33; running

thence South 89 degrees 38 minutes 30 seconds East a distance of 1,667.22 feet to a point; running thence South 01 degree 17 minutes West a distance of 986.31 feet to a point; running thence North 39 degrees 22 minutes East a distance of 1,264.62 feet to a point, which point is coincident with Coordinates X=604,320.00, Y=1,121,470.00; running thence North 36 degrees 38 minutes East a distance of 1,828.69 feet to a point, which point is coincident with Coordinates X=605,411.18, Y=1,122,937.46; running thence in a northeasterly direction along the arc of a curve to the right (said curve having a radius of 888.50 feet) a distance of 889.81 feet to a point; running thence in a northeasterly direction along the arc of a curve to the right (said curve having a radius of 888.50 feet) a distance of 167.47 feet to a point; running thence South 75 degrees 11 minutes East a distance of 64.31 feet to a point; running thence in a southeasterly direction along the arc of a curve to the right (said curve having a radius of 636.61 feet) a distance of 402.08 feet to a point, which point is coincident with Coordinates X=606,745.50, Y=1,123,034.98; running thence South 39 degrees 00 minutes East a distance of 116.18 feet to a point; running thence North 61 degrees 14 minutes 30 seconds East a distance of 155.02 feet to a point; running thence South 04 degrees 15 minutes East a distance of 135.04 feet to a point; running thence South 04 degrees 44 minutes East a distance of 206.55 feet to a point; running thence South 35 degrees 51 minutes East a distance of 131.32 feet to a point; running thence South 41 degrees 53 minutes 30 seconds East a distance of 200.04 feet to a point; running thence South 41 degrees 36 minutes 30 seconds East a distance of 200.02 feet to a point; running thence South 41 degrees 16 minutes 30 seconds East a distance of 235.96 feet to a point; running thence South 46 degrees 45 minutes 30 seconds East a distance of 420.57 feet to a point; running thence South 83 degrees 20 minutes East a distance of 13.17 feet to a point; running thence South 88 degrees 53 minutes East a distance of 209.98 feet to a point; running thence South 89 degrees 26 minutes East a distance of 450.52 feet to a point; running thence North 89 degrees 22 minutes East a distance of 180.04 feet to a point; running thence South 89 degrees 36 minutes 30 seconds East a distance of 96.00 feet to a point; running thence South 84 degrees 07 minutes East a distance of 79.48 feet to a point; running thence South 80 degrees 00 minutes 30 seconds East a distance of 133.04 feet to a point; running thence South 70 degrees 57 minutes 30 seconds East a distance of 76.79 feet to a point; running thence South 65 degrees 13 minutes 30 seconds East a distance of 647.42 feet to a point; running thence South 68 degrees 36 minutes East a distance of 176.61 feet to a point, which point is coincident with Coordinates X=609,771.38, Y=1,121,407.62; running thence South 72 degrees 10 minutes East a distance of 165.47 feet to a point; running thence South 56 degrees 55 minutes 30 seconds East a distance of 163.74 feet to a point; running thence South 64 degrees 03 minutes 30 seconds East a distance of 129.85 feet to a point; running thence South 77 degrees 11 minutes East a distance of 103.65 feet to a point; running thence South 83 degrees 48 minutes 30 seconds East a distance of 167.26 feet to a point; running thence South 88 degrees 02 minutes 30 seconds East a distance of 202.86 feet to a point; running thence North 86 degrees 19 minutes 30 seconds East a distance of 302.40 feet to a point; running thence North 83 degrees 54 minutes East a distance of 212.06 feet to a point; running thence North 69 degrees 45 minutes East a distance of 97.18 feet to a point; running thence North 47 degrees 07 minutes East a distance of 102.27 feet to a point; running thence North 28

degrees 27 minutes East a distance of 103.84 feet to a point; running thence North 31 degrees 17 minutes East a distance of 311.36 feet to a point; running thence North 63 degrees 23 minutes 30 seconds East a distance of 118.48 feet to a point; running thence North 67 degrees 09 minutes East a distance of 135.00 feet to a point; running thence North 88 degrees 10 minutes 30 seconds East a distance of 150.88 feet to a point; running thence South 00 degrees 24 minutes 30 seconds West a distance of 525.12 feet to a point, which point is coincident with Coordinates X=611,942.13, Y=1,121,251.87; running thence South 88 degrees 23 minutes 30 seconds East a distance of 420.06 feet to a point; running thence North 00 degrees 43 minutes East a distance of 104.58 feet to a point; running thence South 88 degrees 35 minutes 30 seconds East a distance of 209.60 feet to a point; running thence North 88 degrees 41 minutes East a distance of 210.00 feet to a point; running thence North 00 degrees 43 minutes 30 seconds East a distance of 420.00 feet to a point, which point is coincident with Coordinates X=612,788.21, Y=1,121,764.30; running thence North 89 degrees 32 minutes East a distance of 626.85 feet to a point; running thence North 79 degrees 48 minutes 30 seconds East a distance of 74.81 feet to a point; running thence North 83 degrees 16 minutes East a distance of 319.34 feet to a point; running thence South 77 degrees 55 minutes 30 seconds East a distance of 143.82 feet to a point; running thence North 88 degrees 38 minutes East a distance of 860.33 feet to a point; running thence South 86 degrees 33 minutes 30 seconds East a distance of 439.97 feet to a point; running thence South 68 degrees 23 minutes 30 seconds East a distance of 169.19 feet to a point; running thence South 53 degrees 02 minutes East a distance of 374.11 feet to a point, which point is coincident with Coordinates X=615,702.08, Y=1,121,495.65; running thence North 13 degrees 05 minutes 30 seconds East a distance of 106.59 feet to a point; running thence North 31 degrees 30 minutes 30 seconds East a distance of 268.21 feet to a point; running thence North 31 degrees 24 minutes East a distance of 119.80 feet to the Point of Beginning.

The property hereinabove described is more particularly described on that certain Blueprint of Survey, captioned "Plant Scherer, a Plat of Project Boundary and Road & Gas Line Relocation, Fifth Land District, Monroe County, Georgia," dated April 27, 1978, prepared for the Georgia Power Company, Land Department by Hugh W. Marcer, Jr., Georgia registered land surveyor No. 1890, bearing drawing No. M-154-3, to which Blueprint of Survey reference is hereby made for all purposes.

Coordinates set forth in the foregoing description are based upon the Georgia State Plane Coordinate System: West Zone Grid Meridian.

COMMON FACILITY

LESS AND EXCEPT from the foregoing parcel the following:

TRACT I:

Units 1 & 2 as described in Exhibit B-1 attached hereto and hereby made a part hereof, there being excluded from said Units 1 & 2, but included within the above-described property, the following parcels which are described in the respective exhibits designated following the names of such parcels, the same being incorporated herein by reference:

(a) Fire Protection Building and Storage Tanks, Units 1 & 2, Plant Scherer, as described in Exhibit B-2 attached hereto and hereby made a part hereof.

(b) Lighter Oil Storage Facility, Units 1 & 2, Plant Scherer, as described in Exhibit B-3 attached hereto and hereby made a part hereof.

(c) Turbine Lubricating Oil Storage Facility, Plant Scherer, as described in Exhibit B-4 attached hereto and hereby made a part hereof.

(d) Hydrogen and Nitrogen Bulk Storage Facility, Units 1 & 2, Plant Scherer, as described in Exhibit B-5 attached hereto and hereby made a part hereof.

(e) Water Treatment Building and Associated Storage Tanks, Plant Scherer, as described in Exhibit B-6 attached hereto and hereby made a part hereof.

(f) Start Up Boilers, Plant Scherer, as described in Exhibit B-7 attached hereto and hereby made a part hereof, but only to the extent the same lies within the boundaries of Units 1 & 2 as described in the aforesaid Exhibit B-1.

TRACT II:

Units 3 & 4 as described in Exhibit B-8 attached hereto and hereby made a part hereof, there being excluded from Units 3 & 4, but included within the above-described property, the following parcels which are described in the respective Exhibits designated following the names of such parcels, the same being incorporated herein by reference:

(a) Fire Protection Building and Storage Tanks, Units 3 & 4, Plant Scherer: Exhibit B-9.

(b) Lighter Oil Storage Facility, Units 3 & 4, Plant Scherer: Exhibit B-10.

(c) Start Up Boilers, Exhibit B-11, but only to the extent the same lies within the boundaries of Units 3 & 4 as described in the aforesaid Exhibit B-8.

TRACT III:

Combustion Turbine, Plant Scherer, as described in Exhibit B-12 attached hereto and hereby made a part hereof.

TRACT IV:

Training Building, Plant Scherer, as described in Exhibit B-13 attached hereto and hereby made a part hereof.

TRACT V:

Skills Developments Center Tract, Plant Scherer, as described in Exhibit B-14 attached hereto and hereby made a part hereof.

TRACT VI:

Microwave Tower, Units 3 & 4, Plant Scherer, as described in Exhibit B-15 attached hereto and hereby made a part hereof.

Units 1 & 2, Plant Scherer

ALL THAT TRACT or parcel of land situated, lying and being in the Fifth Land District of Monroe County, Georgia, and being more particularly described as follows:

BEGINNING AT A POINT coincident with Coordinates N=38,221.00, E=18,520.00 and running thence in a northeasterly direction to a point, which point is coincident with Coordinates N=38,625.00, E=19,143.00; running thence in a northerly direction to a point, which point is coincident with Coordinates N=39,230.00, E=19,140.00; running thence in an easterly direction to a point, which point is coincident with Coordinates N=39,230.00, E=19,480.00; running thence in a northerly direction to a point, which point is coincident with Coordinates N=39,289.00, E=19,468.00; running thence in an easterly direction to a point, which point is coincident with Coordinates N=39,229.00, E=20,822.00; running thence in a southerly direction to a point, which point is coincident with Coordinates N=38,889.00, E=20,822.00; running thence in an easterly direction to a point, which point is coincident with Coordinates N=38,889.00, E=21,211.00; running thence in a southerly direction to a point, which point is coincident with Coordinates N=38,819.00, E=21,211.00; running thence in a westerly direction to a point, which point is coincident with Coordinates N=38,819.00, E=20,862.00; running thence in a southwesterly direction to a point, which point is coincident with Coordinates N=38,732.00, E=20,362.00; running thence in a southerly direction to a point, which point is coincident with Coordinates N=37,555.00, E=20,562.00; running thence in a southwesterly direction to a point, which point is coincident with Coordinates N=37,250.00, E=19,673.00; running thence in a northwesterly direction to the Point of Beginning.

The property hereinabove described is more particularly described on that certain Blueprint of Survey, captioned "Plant Scherer, General Arrangement, Plant Site," dated February 12, 1976, last revised January 2, 1979, prepared for the Georgia Power Company by Southern Services, Inc., bearing Drawing No. EP3 4035-75, to which Blueprint of Survey reference is hereby made for all purposes.

Coordinates set forth in the foregoing description are based upon the Georgia Power Company Grid Coordinate System for the Robert V. Scherer Plant. Georgia Power Company Coordinate, N=400+00, is coincident with Georgia State Plane Coordinate: West Zone Grid Meridian, N=1,114,000; Georgia Power Company Coordinate, E=200+00 is coincident with Georgia State Plane Coordinate: West Zone Grid Meridian, E=410,000.

EXHIBIT B-1

Fire Protection Building and Storage Tanks, Units 1 & 2
Plant Scherer

ALL THAT TRACT or parcel of land situated, lying and being in the Fifth Land District of Monroe County, Georgia, and being more particularly described as follows:

BEGINNING AT A POINT coincident with Coordinates N=38,640.00, E=20,303.00 and running thence in a southerly direction to a point, which point is coincident with Coordinates N=38,530.00, E=20,303.00; running thence in a westerly direction to a point, which point is coincident with Coordinates N=38,530.00, E=19,860.00; running thence in a northerly direction to a point, which point is coincident with Coordinates N=38,640.00, E=19,860.00; running thence in an easterly direction to the Point of Beginning.

The property hereinabove described is more particularly described on that certain Blueprint of Survey, captioned "Plant Scherer, General Arrangement, Plant Site," dated February 12, 1976, last revised January 2, 1979, prepared for the Georgia Power Company by Southern Services, Inc., bearing Drawing No. E 111 1008, to which Blueprint of Survey reference is hereby made for all purposes.

Coordinates set forth in the foregoing description are based upon the Georgia Power Company Grid Coordinate System for the Robert W. Scherer Plant. Georgia Power Company Coordinate N=400+00, is coincident with Georgia State Plane Coordinate West Zone Grid Meridian, N=1,114,000; Georgia Power Company Coordinate E=200+00 is coincident with Georgia State Plane Coordinate West Zone Grid Meridian, E=610,000.

EXHIBIT B-1

Lighter Oil Storage Facility, Units 1 & 2, Plant Scherer.

ALL THAT TRACT or parcel of land situated, lying and being in the Fifth Land District of Monroe County, Georgia, and being more particularly described as follows:

BEGINNING AT A POINT coincident with Coordinates N=38,120.00, E=20,479.39 and running thence in a southerly direction to a point, which point is coincident with Coordinates N=37,990.00, E=20,479.39; running thence in a westerly direction to a point, which point is coincident with Coordinates N=37,990.00, E=20,360.00; running thence in a northerly direction to a point, which point is coincident with Coordinates N=38,120.00, E=20,360.00; running thence in an easterly direction to the Point of Beginning.

The property hereinabove described is more particularly described on that certain Blueprint of Survey, captioned "Plant Scherer, General Arrangement, Plant Site" dated February 12, 1976, last revised January 2, 1979, prepared for the Georgia Power Company by Southern Services, Inc., bearing Drawing No. I IM 1008, to which Blueprint of Survey reference is hereby made for all purposes.

Coordinates set forth in the foregoing description are based upon the Georgia Power Company Grid Coordinate System for the Robert V. Scherer Plant, Georgia Power Company Coordinates: N=400+00, is coincident with Georgia State Plane Coordinates: West Zone Grid Meridian, N=1,114,000; Georgia Power Company Coordinate E=200+00, is coincident with Georgia State Plane Coordinates: West Zone Grid Meridian, E=610,000.

EXHIBIT B-1

**Turbine Lubricating Oil Storage Facility
Plant Scherer**

ALL THAT TRACT or parcel of land situated, lying and being in the Fifth Land District of Monroe County, Georgia, and being more particularly described as follows:

BEGINNING AT A POINT coincident with Coordinates N=38,516.00, E=19,410.00; and running thence in a southerly direction to a point, which point is coincident with Coordinates N=38,442.50, E=19,410.00; running thence in a westerly direction to a point, which point is coincident with Coordinates N=38,442.50, E=19,338.67; running thence in a northerly direction to a point, which point is coincident with Coordinates N=38,516.00, E=19,338.67; running thence in an easterly direction to the Point of Beginning.

The property hereinabove described is more particularly described on that certain Blueprint of Survey, captioned "Plant Scherer, General Arrangement, Plant Site," dated February-12, 1976, last revised January 2, 1979, prepared for the Georgia Power Company by Southern Services, Inc., bearing Drawing No. E IM 1008, to which Blueprint of Survey reference is hereby made for all purposes.

Coordinates set forth in the foregoing description are based upon the Georgia Power Company Grid Coordinate System for the Robert W. Scherer Plant. Georgia Power Company Coordinate N=400+00, is coincident with Georgia State Plane Coordinate: West Zone Grid Meridian, N=1,114,000; Georgia Power Company Coordinate E=200+00, is coincident with Georgia State Plane Coordinate: West Zone Grid Meridian, E=610,000.

EXHIBIT 3-4

**Hydrogen and Nitrogen Bulk Storage Facility, Units One & 2
Plant Scherer**

**ALL THAT TRACT or parcel of land situated, lying and being
in the Fifth Land District of Monroe County, Georgia, and
being more particularly described as follows:**

**BEGINNING AT A POINT coincident with Coordinates N=38,310.50,
E=19,412.00; and running thence in a southerly direction to
a point, which point is coincident with Coordinates N=38,193.50,
E=19,412.00; running thence in a westerly direction to a
point, which point is coincident with Coordinates N=38,193.50,
E=19,368.00; running thence in a northerly direction to a
point, which point is coincident with Coordinates N=38,310.50,
E=19,368.00; running thence in an easterly direction to the
Point of Beginning.**

**The property hereinabove described is more particularly
described on that certain Blueprint of Survey, captioned "Plant
Scherer, General Arrangement, Plant Site," dated February 12,
1978, last revised January 2, 1979, prepared for the Georgia
Power Company by Southern Services, Inc., bearing Drawing No.
E 7H 1008, to which Blueprint of Survey reference is hereby
made for all purposes.**

**Coordinates set forth in the foregoing description are based
upon the Georgia Power Company Grid Coordinate System for
the Robert V. Scherer Plant. Georgia Power Company Coordinate
N=400+00, is coincident with Georgia State Plane Coordinate
West Zone Grid Meridian, N1,114,000; Georgia Power Company
Coordinate E=200+00 is coincident with Georgia State Plane
Coordinate: West Zone Grid Meridian, E=610,000.**

END P. 1

Water Treatment Building and Associated Storage Tanks
Plant Scherer

ALL THAT TRACT or parcel of land situated, lying and being in the Fifth Land District of Monroe County, Georgia, and being more particularly described as follows:

BEGINNING AT A POINT coincident with Coordinates N=38,450.00, E=20,260.00 and running thence in a southerly direction to a point, which point is coincident with Coordinates N=38,193.00, E=20,260.00; running thence in a westerly direction to a point, which point is coincident with Coordinates N=38,193.00, E=19,830.00; running thence in a northerly direction to a point, which point is coincident with Coordinates N=38,450.00, E=19,330.00; running thence in an easterly direction to the Point of Beginning.

The property hereinabove described is more particularly described on that certain Blueprint of Survey, captioned "Plant Scherer, General Arrangement, Plant Site," dated February 12, 1976, last revised January 2, 1979, prepared for the Georgia Power Company by Southern Services, Inc., bearing Drawing No. E M 1008, to which Blueprint of Survey reference is hereby made for all purposes.

Coordinates set forth in the foregoing description are based upon the Georgia Power Company Grid Coordinate System for the Robert W. Scherer Plant. Georgia Power Company Coordinate N=400+00, is coincident with Georgia State Plane Coordinates West Zone Grid Meridian, N=1,114,000; Georgia Power Company Coordinate E=200+00 is coincident with Georgia State Plane Coordinates West Zone Grid Meridian, E=610,000.

EXHIBIT 3-4

Start Up Boilers
Plant Scherer

ALL THAT TRACT or parcel of land situated, lying and being in the Fifth Land District of Monroe County, Georgia, and being more particularly described as follows:

BEGINNING AT A POINT coincident with Coordinates N=39,336.00, E=19,803.00; and running thence in a southerly direction to a point, which point is coincident with Coordinates N=39,254.00, E=19,803.00; running thence in a westerly direction to a point, which point is coincident with Coordinates N=39,254.00, E=19,715.00; running thence in a northerly direction to a point, which point is coincident with Coordinates N=39,336.00, E=19,715.00; running thence in an easterly direction to the Point of Beginning.

The property hereinabove described is more particularly described on that certain blueprint of Survey, captioned "Plant Scherer, General Arrangement, Plant Site," dated February 12, 1976, last revised January 2, 1979, prepared for the Georgia Power Company by Southern Services, Inc., bearing Drawing No. E M 1008, to which blueprint of Survey reference is hereby made for all purposes.

Coordinates set forth in the foregoing description are based upon the Georgia Power Company Grid Coordinate System for the Robert V. Scherer Plant. Georgia Power Company Coordinate N=400+00, is coincident with Georgia State Plane Coordinate West Zone Grid Meridian, N=1,114,000; Georgia Power Company Coordinate E=200+00 is coincident with Georgia State Plane Coordinate West Zone Grid Meridian, E=610,000.

EXHIBIT B-7

Units 3 & 4, Plant Scherer

ALL THAT TRACT or parcel of land situated, lying and being in the Fifth Land District of Monroe County, Georgia, and being more particularly described as follows:

BEGINNING AT A POINT coincident with Coordinates N=39,289.00, E=20,822.00 and running thence in a westerly direction to a point, which point is coincident with Coordinates N=39,289.00, E=19,468.00; running thence in a northerly direction to a point, which point is coincident with Coordinates N=39,425.00, E=19,468.00; running thence in a westerly direction to a point, which point is coincident with Coordinates N=39,425.00, E=19,128.00; running thence in a northerly direction to a point, which point is coincident with Coordinates N=40,119.00, E=19,128.00; running thence in a westerly direction to a point, which point is coincident with Coordinates N=40,119.00, E=18,668.00; running thence in a northerly direction to a point, which point is coincident with Coordinates N=40,309.00, E=18,668.00; running thence in a northeasterly direction to a point, which point is coincident with Coordinates N=40,786.00, E=18,836.00; running thence in a northerly direction to a point, which point is coincident with Coordinates N=40,986.00, E=18,840.00; running thence in a northeasterly direction to a point, which point is coincident with Coordinates N=41,063.00, E=20,573.00; running thence in a southerly direction to a point, which point is coincident with Coordinates N=39,895.00, E=20,567.00; running thence in a southeasterly direction to a point, which point is coincident with Coordinates N=39,405.00, E=20,822.00; running thence in an easterly direction to a point, which point is coincident with Coordinates N=39,805.00, E=21,207.00; running thence in a southerly direction to a point, which point is coincident with Coordinates N=39,695.00, E=21,207.00; running thence in a westerly direction to a point, which point is coincident with Coordinates N=39,695.00, E=20,822.00; running thence in a southerly direction to the Point of Beginning.

The property hereinabove described is more particularly described on that certain Blueprint of Survey, captioned "Plant Scherer, General Arrangement, Plant Site," dated February 12, 1976, last revised January 2, 1979, prepared for the Georgia Power Company, by Southern Services, Inc., bearing Drawing No. EPS 4035-73, to which Blueprint of Survey reference is hereby made for all purposes.

Coordinates set forth in the foregoing description are based upon the Georgia Power Company Grid Coordinate System for Robert W. Scherer Plant, Georgia Power Company Coordinates, N=400+00, is coincident with Georgia State Plane Coordinates West Zone Grid Meridian, N=1,114,000; Georgia Power Company Coordinate, E=200+00 is coincident with Georgia State Plane Coordinates West Zone Grid Meridian, E=610,000.

EXHIBIT 1-4

***Fire Protection Building and Storage Tanks, Units 3 & 4
Plant Scherer**

ALL THAT TRACT or parcel of land situated, lying and being in the Fifth Land District of Monroe County, Georgia, and being more particularly described as follows:

BEGINNING AT A POINT coincident with Coordinates N=40,075.00, E=20,303.00; and running thence in a southerly direction to a point, which point is coincident with Coordinates N=39,931.10, E=20,303.00; running thence in a westerly direction to a point, which point is coincident with Coordinates N=39,931.10, E=19,560.00; running thence in a northerly direction to a point, which point is coincident with Coordinates N=40,075.00, E=19,560.00; running thence in an easterly direction to the Point of Beginning.

The property hereinabove described is more particularly described on that certain Blueprint of Survey, captioned "Plant Scherer, General Arrangement, Plant Site," dated February 12, 1976, last revised January 2, 1979, prepared for the Georgia Power Company by Southern Services, Inc., bearing Drawing No. E 24 1004, to which Blueprint of Survey reference is hereby made for all purposes.

Coordinates set forth in the foregoing description are based upon the Georgia Power Company Grid Coordinate System for the Robert V. Scherer Plant. Georgia Power Company Coordinate N=400+00, is coincident with Georgia State Plane Coordinate West Zone Grid Meridian, N=1,114,000; Georgia Power Company Coordinate E=200+00 is coincident with Georgia State Plane Coordinate West Zone Grid Meridian, E=610,000.

INDEX 1-4

Lighter Oil Storage Facility, Units 3 & 4
Plant Scherer

ALL THAT TRACT or parcel of land situated, lying and being in the Fifth Land District of Monroe County, Georgia, and being more particularly described as follows:

BEGINNING AT A POINT coincident with Coordinates N=40,604.78, E=20,500.00; and running thence in a southerly direction to a point, which point is coincident with Coordinates N=40,490.43, E=20,500.00; running thence in a westerly direction to a point, which point is coincident with Coordinates N=40,490.43, E=20,335.00; running thence in a northerly direction to a point, which point is coincident with Coordinates N=40,604.78, E=20,335.00; running thence in an easterly direction to the Point of Beginning.

The property hereinabove described is more particularly described on that certain Blueprint of Survey, captioned "Plant Scherer, General Arrangement, Plant Site," dated February 12, 1976, last revised January 2, 1979, prepared for the Georgia Power Company by Southern Services, Inc., bearing Drawing No. E IM 1003, to which Blueprint of Survey reference is hereby made for all purposes.

Coordinates set forth in the foregoing description are based upon the Georgia Power Company Grid Coordinate System for the Robert V. Scherer Plant. Georgia Power Company Coordinate N=400+00, is coincident with Georgia State Plane Coordinate West Zone Grid Meridian, N=1,114,000; Georgia Power Company Coordinate E=200+00 is coincident with Georgia State Plane Coordinate West Zone Grid Meridian, E=610,000.

EXHIBIT 9-10

Start Up Boilers
Plant Scherer

ALL THAT TRACT or parcel of land situated, lying and being in the Fifth Land District of Monroe County, Georgia, and being more particularly described as follows:

BEGINNING AT A POINT coincident with Coordinates N=19,336.00, E=19,303.00; and running thence in a southerly direction to a point, which point is coincident with Coordinates N=19,234.00, E=19,803.00; running thence in a westerly direction to a point, which point is coincident with Coordinates N=19,254.00, E=19,715.00; running thence in a northerly direction to a point, which point is coincident with Coordinates N=19,336.00, E=19,715.00; running thence in an easterly direction to the Point of Beginning.

The property hereinabove described is more particularly described on that certain Blueprint of Survey, captioned "Plant Scherer, General Arrangement, Plant Site," dated February 12, 1976, last revised January 2, 1979, prepared for the Georgia Power Company by Southern Services, Inc., bearing Drawing No. E TN 1008, to which Blueprint of Survey reference is hereby made for all purposes.

Coordinates set forth in the foregoing description are based upon the Georgia Power Company Grid Coordinate System for the Robert W. Scherer Plant. Georgia Power Company Coordinate, N=400+00, is coincident with Georgia State Plane Coordinate, West Zone Grid Meridian, N=1,114,000; Georgia Power Company Coordinate E=200+00 is coincident with Georgia State Plane Coordinate, West Zone Grid Meridian, E=610,000.

EXHIBIT B-11

Combustion Turbine, Plant Scherer

ALL THAT TRACT or parcel of land situated, lying and being in the Fifth Land District of Monroe County, Georgia, and being more particularly described as follows:

BEGINNING AT A POINT coincident with Coordinates N=39,519.00 E=18,283.00 and running thence in a northerly direction to a point, which point is coincident with Coordinates N=40,119.00 E=18,283.00; running thence in an easterly direction to a point, which point is coincident with Coordinates N=40,119.00 E=18,608.00; running thence in a northerly direction to a point, which point is coincident with Coordinates N=40,321.00 E=18,608.00; running thence in a northeasterly direction to a point, which point is coincident with Coordinates N=40,309.00 E=18,776.00; running thence in a northerly direction to a point, which point is coincident with Coordinates N=41,181.00 E=18,776.00; running thence in a westerly direction to a point, which point is coincident with Coordinates N=41,181.00 E=18,606.00; running thence in a northerly direction to a point, which point is coincident with Coordinates N=41,381.00 E=18,606.00; running thence in an easterly direction to a point, which point is coincident with Coordinates N=41,381.00 E=19,005.00; running thence in a southerly direction to a point, which point is coincident with Coordinates N=41,181.00 E=19,005.00; running thence in a westerly direction to a point, which point is coincident with Coordinates N=41,181.00 E=18,833.00; running thence in a southerly direction to a point, which point is coincident with Coordinates N=40,986.00 E=18,840.00; running thence in a southerly direction to a point, which point is coincident with Coordinates N=40,786.00 E=18,836.00; running thence in a southwesterly direction to a point, which point is coincident with Coordinates N=40,309.00 E=18,668.00; running thence in a southerly direction to a point, which point is coincident with Coordinates N=40,119.00 E=18,668.00; running thence in an easterly direction to a point, which point is coincident with Coordinates N=40,119.00 E=18,308.00; running thence in a southerly direction to a point, which point is coincident with Coordinates N=39,819.00 E=18,808.00; running thence in a westerly direction to the Point of Beginning.

The property hereinabove described in more particularly described on that certain Blueprint of Survey, captioned "Plant Scherer, General Arrangement, Plant Site," dated February 12, 1976, last revised January 2, 1979, prepared for the Georgia Power Company, by Southern Services, Inc., bearing Drawing No. EPS 4035-75, to which Blueprint of Survey reference is hereby made for all purposes.

Coordinates set forth in the foregoing description are based upon the Georgia Power Company Grid Coordinate System for Robert V. Scherer Plant. Georgia Power Company Coordinate, N=400+00, is coincident with Georgia State Plane Coordinate, West Zone Grid Meridian, N=1,114,000; Georgia Power Company Coordinate, E=200+00 is coincident with Georgia State Plane Coordinate, West Zone Grid Meridian, E=610,000.

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Training Building, Plant Scherer

ALL THAT TRACT or parcel of land situated, lying and being in the Fifth Land District of Monroe County, Georgia, and being more particularly described as follows:

BEGINNING AT A POINT coincident with Coordinates N=39,984.52, E=24,306.53 and running thence in a southeasterly direction to a point, which point is coincident with Coordinates N=39,954.00, E=24,480.00; running thence in a southeasterly direction to a point, which point is coincident with Coordinates N=39,941.17, E=24,506.03; running thence in a southeasterly direction to a point, which point is coincident with Coordinates N=39,939.19, E=24,525.53; running thence in a southeasterly direction to a point, which point is coincident with Coordinates N=39,892.38, E=24,609.26; running thence in a southeasterly direction to a point, which point is coincident with Coordinates N=39,756.13, E=24,718.20; running thence in a southeasterly direction to a point, which point is coincident with Coordinates N=39,657.08, E=24,789.53; running thence in a southwesterly direction to a point, which point is coincident with Coordinates N=39,574.45, E=24,726.00; running thence in a southwesterly direction to a point, which point is coincident with Coordinates N=39,469.21, E=24,688.82; running thence in a southwesterly direction to a point, which point is coincident with Coordinates N=39,323.36, E=24,619.62; running thence in a northwesterly direction to a point which point is coincident with Coordinates N=39,360.53, E=24,463.36; running thence in a northwesterly direction to a point, which point is coincident with Coordinates N=39,461.96, E=24,273.51; running thence in a northwesterly direction to a point, which point is coincident with Coordinates N=39,587.20, E=24,241.16; running thence in a northerly direction to a point, which point is coincident with Coordinates N=39,756.65, E=24,263.00; running thence in a northerly direction to the Point of Beginning.

The property hereinabove described is more particularly described on that certain Blueprint of Survey, captioned "Plant Scherer, General Arrangement, Plant Site," dated February 12, 1976, last revised January 2, 1979, prepared for the Georgia Power Company, by Southern Services, Inc., bearing Drawing No. EFS 4035-73, to which Blueprint of Survey reference is hereby made for all purposes.

Coordinates set forth in the foregoing description are based upon the Georgia Power Company Grid Coordinate System for Robert V. Scherer Plant. Georgia Power Company Coordinates, N=400+00 is coincident with Georgia State Plane Coordinates: West Zone Grid Meridian; N=1,116,000; Georgia Power Company Coordinates, E=200+00 is coincident with Georgia State Plane Coordinates: West Zone Grid Meridian, E=610,000.

EXHIBIT B-13

Skills Development Center Tract, Plant Scherer

ALL THAT TRACT or parcel of land situated, lying and being in Land Lots 149, 150, 151, 170, 171, 172 and 173, C.M.D. 466 of the Fifth Land District of Monroe County, Georgia, and being more particularly described as follows:

BEGINNING at an iron pin set at the point formed by the intersection of the southwesterly right-of-way line of Georgia Highway No. 87 (200-foot right-of-way, as located on October 25, 1979) and the westerly right-of-way line of Holly Grove Road (100-foot right-of-way, as located on October 25, 1979); running thence southwesterly along the westerly right-of-way line of Holly Grove Road and following the curvature thereof the following courses and distances: South 63 degrees 24 minutes West a distance of 524.11 feet to a point; South 60 degrees 39 minutes West a distance of 66.70 feet to a point; South 51 degrees 56 minutes 30 seconds West a distance of 108.57 feet to a point; South 46 degrees 54 minutes 30 seconds West a distance of 28.90 feet to a point; South 41 degrees 34 minutes 30 seconds West a distance of 23.90 feet to a point; South 36 degrees 31 minutes 30 seconds West a distance of 108.91 feet to a point; South 26 degrees 04 minutes West a distance of 61.60 feet to a point; South 22 degrees 38 minutes 30 seconds West a distance of 2,661.20 feet to a point; South 26 degrees 34 minutes West a distance of 98.08 feet to a point; South 39 degrees 35 minutes 30 seconds West a distance of 39.74 feet to a point; South 30 degrees 12 minutes West a distance of 89.23 feet to a point; South 32 degrees 32 minutes West a distance of 335.79 feet to an iron pin set at a point on the westerly right-of-way line of Holly Grove Road which point is coincident with Coordinates X=614,931.00, Y=1,115,824.36; thence leaving said right-of-way line and running North 63 degrees 03 minutes West a distance of 1,543.10 feet to an iron pin set at a point, which point is coincident with Coordinates X=613,351.95, Y=1,116,475.36; running thence North 28 degrees 08 minutes 30 seconds East a distance of 956.09 feet to an iron pin set at a point, which point is coincident with Coordinates X=614,002.92, Y=1,117,318.61; running thence North 69 degrees 15 minutes West a distance of 346.64 feet to an iron pin set at a point, which point is coincident with Coordinates X=613,678.77, Y=1,117,441.43, which point is hereinafter referred to as Point A; running thence North 69 degrees 15 minutes West a distance of 20 feet, more or less, to the centerline of the thread of Berry Creek; thence running in a northeasterly direction following the meanderings of the centerline of the thread of Berry Creek (the same being the boundary of the property herein described) to the point formed by the intersection of the centerline of the thread of Berry Creek and the southwesterly right-of-way line of Georgia Highway No. 87 (a 200-foot right-of-way); thence running South 44 degrees 46 minutes 30 seconds East a distance of 15 feet, more or less, to an iron pin recovered on said right-of-way line, said point being coincident with Coordinates X=615,648.47, Y=1,121,930.40; which point is hereinafter referred to as Point B, said Point B being located on a traverse line extending along the thread of Berry Creek from Point A to Point B the following courses and distances: North 27 degrees 34 minutes East a distance of 210.72 feet to a point; North 87 degrees 46 minutes 30 seconds East a distance of 217.30 feet to a point; North 43 degrees 36 minutes East a distance of 620.60 feet to a point; North 28 degrees 09 minutes East a distance of 476.64 feet to a point; North 14 degrees 09 minutes East a distance of 245.39 feet to a point; North 21 degrees 59 minutes East a distance of 207.43 feet to a point;

EXHIBIT 3-14

North 04 degrees 00 minutes 30 seconds East a distance of 342.76 feet to a point; North 86 degrees 35 minutes 30 seconds East a distance of 136.32 feet to a point; North 27 degrees 23 minutes East a distance of 473.03 feet to a point; North 29 degrees 42 minutes 30 seconds East a distance of 361.79 feet to a point; North 52 degrees 05 minutes West a distance of 234.39 feet to a point; North 03 degrees 06 minutes 30 seconds West a distance of 353.92 feet to a point; North 52 degrees 40 minutes East a distance of 312.83 feet to a point; North 00 degrees 24 minutes 30 seconds West a distance of 304.79 feet to a point; South 68 degrees 34 minutes East a distance of 159.80 feet to a point; North 33 degrees 35 minutes East a distance of 372.77 feet to an iron pin recovered at a point, which point is coincident with Coordinates X=615,702.08, Y=1,121,495.63; North 43 degrees 46 minutes East a distance of 140.23 feet to a point; North 11 degrees 05 minutes West a distance of 152.27 feet to a point; North 33 degrees 23 minutes 30 seconds West a distance of 220.46 feet to Point 3; from Point 3, running thence southerly and easterly along the southwesterly right-of-way line of Georgia Highway No. 87 and following the curvature thereof the following courses and distances: South 44 degrees 46 minutes 30 seconds East a distance of 151.68 feet to a point; South 32 degrees 39 minutes East a distance of 360.37 feet to a point; South 33 degrees 19 minutes East a distance of 296.67 feet to a point; South 30 degrees 18 minutes 30 seconds East a distance of 168.81 feet to a point; South 23 degrees 22 minutes East a distance of 300.02 feet to a point; South 27 degrees 02 minutes East a distance of 299.11 feet to a point; South 25 degrees 34 minutes 30 seconds East a distance of 1,011.79 feet to a point; South 26 degrees 22 minutes East a distance of 204.18 feet to an iron pin recovered at a point on the southwesterly right-of-way line of Georgia Highway No. 87, which point is coincident with Coordinates X=617,021.31, Y=1,119,308.58; running thence South 26 degrees 38 minutes East a distance of 332.49 feet along the southwesterly right-of-way line of Georgia Highway No. 87 to an iron pin set at the Point of Beginning.

The property hereinabove described is more particularly described on that certain Blueprint of Survey, captioned "Plant Scherer, Skills Development Center Tract - Land Lots 149, 150, 151, 170, 171, 172 and 173, O.M.D. 466 of the Fifth Land District, Monroe County, Georgia" dated October 25, 1979, prepared for the Georgia Power Company, Land Department, Atlanta, Georgia, by Hugh W. Mercer, Jr., Georgia Registered Land Surveyor No. 1890, bearing Drawing No. M-85-30 to which Blueprint of Survey reference is hereby made for all purposes.

Coordinates set forth in the foregoing description are based upon the Georgia State Plane Coordinate System: West Zone Grid Meridian.

Microvave Tower, Units 3 & 4
Plant Scherer

ALL THAT TRACT or parcel of land situated, lying and being in the Fifth Land District of Monroe County, Georgia and which is situated within the circumferential boundary of a circle having a radius of 200 feet, and a centerpoint which is coincident with Coordinates N=410+00, E=182+50.

The property hereinabove described is more particularly described on that certain Blueprint of Survey, captioned "Plant Scherer, General Arrangement, Plant Site," dated February 12, 1976, last revised January 2, 1979, prepared for the Georgia Power Company by Southern Services, Inc., bearing Drawing No. E IM 1008, to which Blueprint of Survey reference is hereby made for all purposes.

Coordinates set forth in the foregoing description are based upon the Georgia Power Company Grid Coordinate System for the Robert V. Scherer Plant. Georgia Power Company Coordinate N=400+00, is coincident with Georgia State Plane Coordinate: West Zone Grid Meridian, N=1,114,000; Georgia Power Company Coordinate, E=200+00 is coincident with Georgia State Plane Coordinate: West Zone Grid Meridian, E=610,000.

EXHIBIT 2-15

In addition to the foregoing property described in this Exhibit B, the Plant Scherer Common Facilities shall also include, without limitation, the Plant Simulator and all items which are properly recordable in the following accounts currently maintained by Georgia Power Company, but excluding any such items to the extent that they are not intended to be used in common by, or in connection with, one or both of Scherer Unit No. 1 and Scherer Unit No. 2 and one or both of Scherer Unit No. 3 and Scherer Unit No. 4: [See list of accounts on following page]

(EXHIBIT "B" CONTINUED)

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PLANT SCHIEFER COMMON ITEMS

FPC OCA

310	Land and Land Rights	312	Boiler Plant Equipment	315	Accessory Electric (% of Direct Total)
1020	Land Cost	4960	Lighter Oil System		
1040	Land Acquisition Expenses	5000	Auxiliary Boiler		
1060	Land Relocation	5240	Coal Handling System		
311	Structures and Improvements	5280	Coal Handling Service Bldg	352, 353	Main Substation (Unit #1 vs Unit #2)
2020	Initial Site Prep.	5300	Coal Handling Control Hse		
2040	Site Improvements	5600	Fuel Hdg Fire Prot System	OCA	Construction Clearing Accounts (% of Direct Total)
2080	Ponds	5620	Fuel Handling Railroad		
2100	Perm Railroad Sys	5640	Met Ash Hdg Sys		
2120	Site Fire Protect System	5740	Service Wtr Sys		
2360	Service Bay	5760	Filtered Wtr Sys		
2500	Maint Equip Storage House	314	Turbogenerator Units		
2600	Service Bldg	7740	Cooling Wtr System		
2620	Warehouse	7800	Lifting System		
2700	WTR Treatment Bldg	316	Misc., Plant Equipment		
2720	Information Building	1520	Intrsite Communication Sys		
2740	Training Building	1540	Compressed Air System		
2820	Hydrogen House	1580	Plant Support Equipment		
2860	Fire Protection Bldg	1620	Plant Welding System		
2880	Service Wtr Chlorine Hse	361	River Pump Substa-Struc		
2920	Security Building	99040	River Pump Sta-Site Improve		
2940	Well Pump Hse	99200	Subs Ctrl Hse		
2960	Lube Oil Stor Building	362	River Pump Substa-Equip		
3040	Waste Wtr Treat Contr Hse	99320	Cable and Cableways		
3120	Nitrogen Stor Pad	99340	Ground System		
3300	Sewage Treat Facility	99360	Foundations and Piling		
3320	Envir Monitor Facil	99400	Transformers		
3360	Utility Trench	99460	Metal Clad Swgr		
3400	Waste Wtr Treatment	99500	Switches		
3460	Serv Wtr Pump Contr Bldg	99540	Instrument Transformers		
3500	Ash Sluice Recyc Cont Hse	99580	Bus System		
3540	S Pond LL DR Hyd Gate House	99600	Substation Cont Sys		
3600	Security Guard Hse-Coal	99640	DC Systems		
3800	Land Use Program				
3960	Water Treat Chlor Stor Hse				

(EXHIBIT "J" CONTINUED)

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EXHIBIT "C"

SCHERER UNIT 3 COMMON FACILITIES

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<u>FERC/SUB COA</u>	<u>% COMMON</u>	<u>DESCRIPTION</u>
307.0043-.0044	8	Operator training cost
.0060-.0066	8	Construction equipment
.0080-.0086	8	Small tools
.0100-.0103	8	Job stores
.0120-.0126	8	Temporary buildings
.0140-.0146	8	Temporary roads and railroads
.0160-.0166	8	Site and building maintenance
.0180-.0186	8	Temporary electrical and communications
.0200-.0206	8	Temporary services
.0220-.0226	8	Safety and security facilities
308.0260-.0275	8	GPC engineering
.0280-.0289	8	Outside engineering
.0300-.0319	8	Field supervision
.0320-.0328	8	GPC home office construction
.0340-.0352	8	Project management
.0360-.0362	8	Construction insurance
309.0481-.0482	8	General overhead
.0484-.0485	8	General overhead

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SCHERER UNIT 3
COMMON FACILITIES

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<u>FERC/SUS COA</u>	<u>% COMMON</u>	<u>DESCRIPTION</u>
311.2023	100	Site Grading
.2041	100	Yard improvements
.2042	100	Site drainage
.2045	100	Site retaining walls
.2046	100	Site roads
.2048	100	Parking lots
.2049	100	Fences
.2051	100	Yard lights
.2080-.2086	100	Site ponds
.2100-.2102	100	Permanent railroad system
.2121	77	Outdoor fire protection
.2123	100	Fire protection storage tanks
.2600-.2617	100	Service building work
.2620-.2637	100	Warehouse improvements
.2700-.2717	100	Water treatment building
.2800-.2809	100	Emergency generator building
.2860-.2869	100	Fire protection pumphouse
.2886	100	Service water chlorine hoist
.2900-.2909	100	Cooling water chlorination house
.2966	100	Lube oil storage house hoist
.3040-.3049	100	Waste water control house
.3300-.3303	100	Sewage treatment facility
.3401	93	Waste water collection system without precipitator pad sump discharge

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SCHERER UNIT 3
COMMON FACILITIES

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<u>FERC/SUB COA</u>	<u>% COMMON</u>	<u>DESCRIPTION</u>
311.3402	100	Waste water sedimentation facility
.3403	100	Waste water basin
.3800	100	Recreation facility
312.4962	31	Lighter oil supply - outside
.4963	100	Lighter oil storage
.5080-.5088	100	Stack
.5241	100	Coal handling unloading conveyors
.5242	100	Coal handling stockout facility
.5250	75	Coal handling unloading feeders
.5253	100	Car unloading equipment
.5286	100	CH service garage hoist
.5340-.5346	100	CH switchgear house
.5360-.5366	100	CH motor control center house
.5621	100	CH unloading railroad loop
.5644	4	Ash sluice trench
.5645	100	Ash sluice recycle system
.5722	99	Water treatment without chemical pump
.5723	100	Condensate storage and transfer
.5742	46	Service water system - loop
.5746	100	Service water chlorine system
.5760-.5763	100	Filtered water system
.6601	7	Plant chemical tank - outside
.6780-.6783	100	Chemical waste treatment system

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SCHERER UNIT 3
COMMON FACILITIES

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<u>FERC/SUB COA</u>	<u>% COMMON</u>	<u>DESCRIPTION</u>
314.7741	1	Circulating water test pits
.7747	100	Circulating water chlorine system
.7802	100	Turbine room overhead crane
.7903	100	Lube oil supply piping
315.8022	17	Lighter oil duct run
.8024	100	Coal handling switchgear building duct run
.8061	9	Site grounding
.8441	21	Coal handling switchgear and motor control center
.8444	7	Coal handling transformer

RJK/TWM
11/21/83
Disk: TWM2

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3/14/80

STATE OF GEORGIA
COUNTY OF FULTON

GENERAL WARRANTY DEED AND BILL OF SALE

Made By

To

THIS GENERAL WARRANTY DEED AND BILL OF SALE
(hereinafter referred to as the "Deed"), made this _____
day of May, 1980, between

_____ , as party of the first part (hereinafter
referred to as "Grantor"), do . . .

_____ party of the second part (hereinafter referred to as
"Grantee").

WITNESSETH THAT:

L. FOR AND IN CONSIDERATION of the premises, the
execution by Grantor and Grantee of that certain PLANT
Robert W. Scherer Units Numbers One and Two Purchase and
Ownership Participation Agreement dated _____
1980 (the "Agreement"), the execution by Grantor and
Grantee of that certain PLANT Robert W. Scherer Units
Numbers One and Two Operating Agreement dated _____.

EXHIBIT "D"

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1980 (the "Operating Agreement"), the sum of TEN AND NO/100 DOLLARS (\$10.00) in hand paid at and before the sealing and delivery of these presents, and for other good and valuable consideration, the receipt whereof being hereby acknowledged, Grantor has this day granted, bargained, sold, conveyed, transferred and assigned and by these presents does hereby grant, bargain, sell, convey, transfer and assign unto Grantee, its successors and assigns, the following property:

(a) A sixty percent (60%) undivided interest in and to: (i) that certain tract of land described in Exhibit "A" attached hereto and incorporated herein by this reference, excluding and excepting from said tract all those portions of said tract being described in Exhibit "B" attached hereto and incorporated herein by this reference; (ii) all appurtenances thereto and all buildings, other structures and improvements situated on the tract described in 1(a)(i) above, excepting any such appurtenances, buildings, structures, or improvements constituting Plant Scherer Common Facilities (as such term is defined in the Agreement); (iii) all appurtenant easements, rights of way, permits, privileges, machinery, equipment, appliances, appurtenances, materials, supplies and all other property, tangible or intangible, real, personal or mixed, now located on or within the tract of land described in 1(a)(i) above, excepting (A) any property of whatever nature or kind whatsoever which constitutes a part or portion of Plant Scherer Common Facilities (as such term is defined in the Agreement); and (B) any property of Grantor's contractors and subcontractors being utilized in the construction of improvements thereon; and (iv) all that property of whatever nature or kind whatsoever comprising a part or portion of Scherer Unit No. 1 or Scherer Unit No. 2 (as such terms are defined in the Agreement), or both, or which

has been heretofore acquired by Grantor and is intended to be incorporated therein pursuant to the Agreement together with any contractual rights to acquire any property intended to become a part of said Scherer Unit No. 1 or Scherer Unit No. 2 or both, pursuant to the Agreement (said sixty percent (60%) undivided interest in and to the real and personal property, whether tangible or intangible, described in this Section 1(a) being hereinafter collectively sometimes referred to as the "Unit 1 & 2 Property"); and

(b) A sixty percent (60%) undivided interest in and to: (i) those certain tracts of land described in Exhibit "C" attached hereto and incorporated herein by this reference, excluding and excepting from said tracts, all that portion of said tracts being described on Exhibit "D" attached hereto and incorporated herein by this reference; (ii) the certain tracts of land described in Exhibit "E" attached hereto and incorporated herein by this reference; (iii) all appurtenances thereto and all buildings, other structures and improvements, if any, situated on any one or more of the tracts described in 1(b)(i) and 1(b)(ii) above, excepting any such appurtenances, buildings, or other structures and improvements which constitute a part or portion of said Scherer Unit No. 1 or Scherer Unit No. 2 or both; (iv) all appurtenant easements, rights of way, permits, privileges, machinery, equipment, appliances, appurtenances, materials, supplies and all other property, tangible or intangible, real, personal or mixed, now located on or within the tract of land described in 1(b)(i) or 1(b)(ii) above, excepting (A) any property of whatever nature or kind whatsoever which constitute a part or portion of said Scherer Unit No. 1 or Scherer Unit No. 2, or both, and (B) any property of Grantor's contractors and subcontractors being utilized in the construction of

improvements thereon; and (v) all that property of whatever nature or kind whatsoever comprising a part or a portion of Plant Scherer Common Facilities (as that term is defined in the Agreement), or which has been heretofore acquired by Grantor and is intended to be incorporated therein pursuant to the Agreement, together with any contractual rights to acquire any property intended to become a part of said Plant Scherer Common Facilities pursuant to the Agreement (said sixty percent (60%) undivided interest in and to the real and personal property, whether tangible or intangible, described in this Section 1(5) being hereinafter collectively sometimes referred to as the "Common Area Property", and with the Common Area Property and the Unit 1 & 2 Property being hereinbelow sometimes collectively referred to as the "Property").

(c) TOGETHER WITH a perpetual non-exclusive easement in, upon, over, under, through and across the undivided interest of Grantor in and to all that tract of land being described on Exhibit "F" attached hereto and incorporated herein by this reference, excluding and excepting from said tract of land all that portion of said tract being described on Exhibit "G" attached hereto and incorporated herein by this reference (said undivided interest of Grantor in said tract of land as described on Exhibit "F", excepting those portions described on Exhibit "G" being hereinafter referred to as the "Unit 3 & 4 Property"), which easement shall be appurtenant to and for the benefit of the Unit 1 & 2 Property and which easement shall be for the purpose of installing, constructing, attaching, using, operating, maintaining, repairing, and reconstructing such pipes, wires, conduits, machinery, buildings, structures, equipments, appliances or other installations as are reasonably necessary or reasonably appropriate from time to time in the operation of the two

(2) coal fired electrical generating units located or to be located on the Unit 1 & 2 Property or which are designed for the benefit of or are designed to be used in connection with the Unit 1 & 2 Property, including, without limitation, any portion or portions of the two (2) coal fired electrical generating units located or to be located on the Unit 1 & 2 Property which may encroach upon, within or over the Unit 3 & 4 Property; all together with a non-exclusive easement for ingress and egress to and from and over and across the Unit 3 & 4 Property for the use of the aforesaid easements; and Grantee covenants and agrees that such use and exercise of aforesaid easement rights shall not unreasonably interfere with Grantor's use of the Unit 3 & 4 Property or the construction, installation, and operation of coal fired electrical generating units located or to be located on the Unit 3 & 4 Property. Notwithstanding the foregoing, Grantor shall have the right to relocate, at Grantor's cost and expense, any pipes, wires, conduits, machinery, buildings, structures, equipment and appliances installed or constructed on the Unit 3 & 4 Property pursuant to this Paragraph 1(c) if such relocation is necessitated by the construction, installation or operation of coal fired electrical generating units on the Unit 3 & 4 Property; provided that such relocation is made to locations not within the boundaries of the property described in 1(a)(1) above, and is accomplished so as not to interfere unreasonably with the construction, installation and operation of the coal fired electrical generating units located or to be located on the property described in 1(a)(1) above.

(d) TOGETHER WITH a perpetual non-exclusive easement in, upon, over, under through and across the Unit 3 & 4 Property and Grantor's retained undivided interest in the tracts described in the aforesaid Exhibit "C" (except for

the portions thereof described in the aforesaid Exhibit "D" and Exhibit "E", which easement shall be appurtenant to and for the benefit of the Unit 1 & 2 Property and which easement shall be for the purpose of installing, attaching, constructing and operating, repairing, reconstructing, maintaining and replacing such additional electric high voltage transmission lines and related equipment as Grantee may deem necessary and which begin or terminate in or upon the Property; together with an easement for ingress and egress to and from and over and across the aforesaid property burdened by the foregoing easement set forth in this Paragraph 1(d); provided that the use and exercise of the aforesaid easement rights set forth in this Paragraph 1(d) shall not unreasonably interfere with the use of the Unit 3 & 4 Property, the use of tracts described in the aforesaid Exhibit "C" (except for the portions described in the aforesaid Exhibit "D") and Exhibit "E", or the construction, installation, and operation of the coal fired electrical generating units located or to be located on the Unit 3 & 4 Property.

2. RESERVING from the foregoing conveyance and sale of the Property, however, any and all portions of the property described in 1(a)(ii); 1(a)(iii); 1(a)(iv); 1(b)(iii); 1(b)(iv); and 1(b)(v) which constitute improvements, fixtures, or personalty, tangible or intangible, and which comprise a part of Grantor's (a) existing high voltage electric transmission lines (but not inclusive of the Klondike-Bonaville Transmission Line which remains owned by Grantee) which begin or terminate in or upon the Property, or any portion or portions thereof; and (b) telecommunications facilities, communications equipment required for protective relaying, and auxiliary support systems and facilities, now owned or leased by Grantor, and located upon the Property or any portion or portions thereof.

whether used exclusively by Grantor or jointly used with common carriers, including, without limitation, microwave towers, mobile base radio towers, radio base repeater towers, communications racks, wire line carriers, and telemetry transmitters, excepting from the property described in (b) of this Paragraph 2, all in-plant communication systems properly recordable in Grantor's Account \$_____, (all the foregoing specified in (b) being hereinafter referred to as the "Communications System"), with any costs previously incurred by Grantor with respect to the acquisition of any portion of the property described in (a) and (b) of this Paragraph 2 not to be deemed a part of "Cost of Construction" for purposes of the Agreement.

3. Notwithstanding anything contained in this Deed, there is hereby expressly accepted and reserved from the within conveyance of the Property for Grantor, its assigns, licensees, and permittees, and the Grantee by its acceptance of this Deed and does hereby grant and affirm unto Grantor, and its assigns, licensees, and permittees, perpetual non-exclusive easements in, upon, over, through, under and across the Property and all portions thereof, for the purposes of (a) installing, attaching, maintaining, and operating all control equipment, cables and all portions of the control house(s) related to existing high voltage electric transmission lines and any future high voltage electric transmission lines; (b) installing, attaching, and constructing, and operating, repairing, reconstructing, maintaining and replacing such additional electric high voltage transmission lines and related equipment as Grantor may deem necessary and which begin or terminate in or upon the Property; (c) using, operating, maintaining, attaching, repairing, reconstructing, replacing, any and all existing electric high voltage transmission lines, together with all poles, supporting structures and foundations, towers,

equipment, hardware, wires, overhead shield wires and the ground wire protective system, switching equipment, and all other property, real, personal and mixed, comprising a part of Grantor's existing electric high voltage transmission lines; (d) installing, attaching, reconstructing, maintaining, operating, and repairing any portion of the Communications System; (e) ingress and egress to and from and over and across the Property for the use of the aforesaid easements contained in (a-d) of this Paragraph 3; and (f) ingress and egress to and from all those tracts of land being described on Exhibit "E" attached hereto and incorporated herein by this reference (said tract of land being hereinafter referred to as the "Retained Property"), from and to public roadways which easement set forth in this (f) shall be appurtenant to the Retained Property; provided that the use and exercise of the aforesaid easement rights set forth in this Paragraph 3 shall not unreasonably interfere with the use of the Property or the construction, installation, and operation of the coal fired electrical generating units located or to be located on the property described in Paragraph 1(a)(1) above.

4. Notwithstanding anything contained in this Deed, Grantor does hereby expressly except and reserve from the within conveyance unto itself, its successors and assigns, licensees and permittees, and the Grantee by the acceptance of this Deed does hereby affirm and grant unto Grantor, its successors and assigns, and its licensees and permittees, a perpetual non-exclusive easement on, over, upon, through, under, and across the Unit 1 & 2 Property and all portions thereof which easement shall be appurtenant to and for the benefit of the Unit 3 & 4 Property and which easement shall be for the purpose of installing, constructing, attaching, using, operating, maintaining, repairing, and reconstructing such pipes, wires, conduits, machinery, buildings,

structures, equipments, appliances or other installations as are reasonably necessary or reasonably appropriate for the operation of the coal fired electrical generating units on the Unit 3 & 4 Property or which are designed for the benefit of or are designed to be used in connection with the Unit 3 & 4 Property, including, without limitation, any portion or portions of the coal fired electrical generating units located or to be located on the Unit 3 & 4 Property which may encroach upon, within or over the Unit 1 & 2 Property; all together with a non-exclusive easement for ingress and egress to and from and over and across the Unit 1 & 2 Property for the use of the aforesaid easement; and Grantor covenants and agrees that such use and exercise by Grantor of the aforesaid easement rights shall not unreasonably interfere with Grantee's use of the Unit 1 & 2 Property or the construction, installation and operation of the coal fired electrical generating units on the property described in Paragraph 1(a)(1) above. Notwithstanding the foregoing, Grantee shall have the right to relocate, at Grantee's cost and expense, any pipes, wires, conduits, machinery, buildings, structures, equipment and appliances installed or constructed on the Unit 1 & 2 Property pursuant to this Paragraph 4 if such relocation is necessitated by the operation, construction or installation of coal fired electrical generating plants on the Unit 1 & 2 Property; provided that such relocation is made to locations not within the boundaries of the Unit 3 & 4 Property, and is accomplished so as to not unreasonably interfere with the operation, construction, or installation of the coal fired electrical generating plants located or to be located on the Unit 3 & 4 Property.

3. TO HAVE AND TO HOLD the said real and personal property as aforesaid unto Grantee, its successors and assigns forever subject, however, to these exceptions and

encumbrances set forth in Exhibit "I" attached hereto and for all purposes by this reference incorporated herein and made a part hereof (hereinafter collectively referred to as the "Permitted Exceptions").

6. Grantor, for the consideration aforesaid, for itself, its successors and assigns, will warrant and forever defend the right and title to the Property and the easement rights and all other property and rights of Grantee hereby granted unto Grantee against the claims of all persons whomsoever subject, however, to the Permitted Exceptions.

7. NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY EXCEPT AS PROVIDED IN PARAGRAPH 6 HEREOF, THE BUILDINGS, OTHER STRUCTURES AND IMPROVEMENTS, FIXTURES AND PERSONAL PROPERTY HEREIN CONVEYED ARE HEREBY CONVEYED BY GRANTOR TO GRANTEE UPON AN "AS IS" AND "WHERE IS" BASIS. EXCEPT AS PROVIDED IN PARAGRAPH 6 HEREOF, NEITHER GRANTOR NOR ANY PERSON OR ENTITY OF ANY KIND OR NATURE WHATSOEVER ACTING FOR OR ON BEHALF OF GRANTOR EITHER HAS MADE OR HEREBY MAKES ANY REPRESENTATION OR WARRANTY WHATSOEVER WITH RESPECT THERETO, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS OF THE VALUE, QUANTITY, CONDITION, SALEABILITY, OBSOLESCENCE, MERCHANTABILITY, FITNESS OR SUITABILITY FOR USE OR WORKING ORDER THEREOF OR THAT THE USE OR OPERATION THEREOF WILL NOT VIOLATE PATENT, TRADEMARK OR SERVICE MARK RIGHTS OF ANY THIRD PARTIES. Notwithstanding the foregoing, Grantee shall have the benefit, in proportion to its undivided interest in Plant Scherer (as defined in the Agreement), of all manufacturers' and vendors' warranties and all patent, trademark and service mark rights any interest in which is held by Grantor and which in any way relate to the Property.

8. The parties hereto have entered into the Agreement a copy of which is attached hereto as Exhibit "J". The

Agreement, as it may be amended from time to time, governs their joint ownership and operation of Scherer Unit No. 1, Scherer Unit No. 2 and the Plant Scherer Common Facilities (as these terms are defined in the Agreement) and sets forth, among other things, obligations on each of their parts with respect to improvements which are required by the Agreement to be made on said Property. The terms "Cost of Construction" and "Plant Scherer" as used in this Deed shall have the same meaning assigned to them in the Agreement. Grantor and Grantee, for themselves, their successors and assigns and for their successors-in-title to the real property described herein, hereby covenant and agree, which covenant and agreement shall be a covenant running with the Land, that in the event any party hereto or any successor in title to the interest of any party hereto does not pay any amount it is obligated by the Agreement to pay toward the Cost of Construction, then the entitlement to the output of capacity and energy of Plant Scherer of the parties hereto and their successors-in-title and interest shall be as set forth in Sections 5(1)(ii), 5(1)(iii), 5(1)(iv), 5(1)(v), and 5(1)(vii) of the Agreement, which sections are specifically incorporated herein by this reference. The foregoing covenant shall not be binding upon Grantor, or its successors in title (except upon the release of its or their interest from the lien of the Indenture hereinafter referred to), if the same would constitute a default by Grantor under that certain Indenture between Grantor and the New York Trust Company, Trustee, dated March 1, 1941, as amended and supplemented through the date hereof, or would cause the interest held by Grantor in Plant Scherer pursuant to the Agreement to fail to qualify as property additions required for the issuance of first mortgage bonds and other purposes under said Indenture.

9. Grantor, by execution and delivery of this Deed, and Grantee, by its acceptance of the within instrument, hereby expressly waive and renounce for the term of the Operating Agreement for themselves, their successors, transferees and assigns, any and all rights of any kind or nature whatsoever, legal or equitable, as a tenant in common in the property herein conveyed, to partition and to an equitable accounting associated with a partition.

10. Each and every reference to "Grantor" or "Grantee" shall be deemed to include their respective successors, successors-in-title to the real property described herein, and assigns, and the terms and provisions of this Deed shall be binding upon and inure to the benefit of Grantor and Grantee and their respective successors, successors-in-title, and assigns.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed and sealed with its corporate seal in multiple counterparts, all said counterparts executed and delivered each as an original and all of which shall constitute but one and the same instrument, by its duly authorized officers on the day and year first above written.

"GRANTOR"

Signed, sealed and delivered in the presence of:

Unofficial Witness

Notary Public

My Commission Expires:

(NOTARY PUBLIC SEAL)

By: _____

Title: _____

Attest: _____

Title: _____

(CORPORATE SEAL)

Units 1 & 2. Plant Scherer

ALL THAT TRACT or parcel of land situated, lying and being in the Fifth Land District of Monroe County, Georgia, and being more particularly described as follows:

BEGINNING AT A POINT coincident with Coordinates N=18,221.00, E=18,320.00 and running thence in a northeasterly direction to a point, which point is coincident with Coordinates N=18,625.00, E=19,145.00; running thence in a northerly direction to a point, which point is coincident with Coordinates N=19,210.00, E=13,140.00; running thence in an easterly direction to a point, which point is coincident with Coordinates N=19,210.00, E=19,480.00; running thence in a northerly direction to a point, which point is coincident with Coordinates N=19,239.00, E=19,488.00; running thence in an easterly direction to a point, which point is coincident with Coordinates N=19,289.00, E=20,822.00; running thence in a southerly direction to a point, which point is coincident with Coordinates N=18,889.00, E=20,822.00; running thence in an easterly direction to a point, which point is coincident with Coordinates N=18,839.00, E=21,211.00; running thence in a southerly direction to a point, which point is coincident with Coordinates N=18,819.00, E=21,211.00; running thence in a westerly direction to a point, which point is coincident with Coordinates N=18,819.00, E=20,862.00; running thence in a southwesterly direction to a point, which point is coincident with Coordinates N=18,712.00, E=20,362.00; running thence in a southerly direction to a point, which point is coincident with Coordinates N=17,535.00, E=20,362.00; running thence in a southwesterly direction to a point, which point is coincident with Coordinates N=17,250.00, E=19,671.00; running thence in a northwesterly direction to the Point of Beginning.

The property hereinabove described is more particularly described on that certain Blueprint of Survey, captioned "Plant Scherer, General Arrangement, Plant Site," dated February 12, 1976, last revised January 2, 1979, prepared for the Georgia Power Company by Southern Services, Inc., bearing Drawing No. EPS 4035-73, to which Blueprint of Survey reference is hereby made for all purposes.

Coordinates set forth in the foregoing description are based upon the Georgia Power Company Grid Coordinate System for the Robert W. Scherer Plant. Georgia Power Company Coordinate, N=400+00, is coincident with Georgia State Plane Coordinate: West Zone Grid Meridian, N=1,114,000; Georgia Power Company Coordinate, E=200+00 is coincident with Georgia State Plane Coordinate: West Zone Grid Meridian, E=610,000.

EXHIBIT "A"

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- TRACT I: Fire Protection Building and Storage Tanks, Units 1 & 2 Plant Scharer, as described in Exhibit B-1 attached hereto and hereby made a part hereof.
- TRACT II: Lighter Oil Storage Facility, Units 1 & 2, Plant Scharer, as described in Exhibit B-2 attached hereto and hereby made a part hereof.
- TRACT III: Turbine Lubricating Oil Storage Facility, Plant Scharer, as described in Exhibit B-3 attached hereto and hereby made a part hereof.
- TRACT IV: Hydrogen and Nitrogen Bulk Storage Facility, Units One & Two, Plant Scharer, as described in Exhibit B-4 attached hereto and hereby made a part hereof.
- TRACT V: Water Treatment Building and Associated Storage Tanks, Plant Scharer, as described in Exhibit B-5 attached hereto and hereby made a part hereof.
- TRACT VI: Start Up Boilers, Plant Scharer, as described in Exhibit B-6 attached hereto and hereby made a part hereof, but only to the extent the same lies within the boundaries of Units 1 & 2 as described in the aforesaid Exhibit A.

EXHIBIT "B"

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Fire Protection Building and Storage Tanks, Units 1 & 2
Plant Scherer

ALL THAT TRACT or parcel of land situated, lying and being in the Fifth Land District of Monroe County, Georgia, and being more particularly described as follows:

BEGINNING AT A POINT coincident with Coordinates N=38,640.00, E=20,303.00 and running thence in a southerly direction to a point, which point is coincident with Coordinates N=38,530.00, E=20,303.00; running thence in a westerly direction to a point, which point is coincident with Coordinates N=38,530.00, E=19,860.00; running thence in a northerly direction to a point, which point is coincident with Coordinates N=38,640.00, E=19,860.00; running thence in an easterly direction to the Point of Beginning.

The property hereinabove described is more particularly described on that certain Blueprint of Survey, captioned "Plant Scherer, General Arrangement, Plant Site," dated February 12, 1976, last revised January 2, 1979, prepared for the Georgia Power Company by Southern Services, Inc., bearing Drawing No. E 12 1004, to which Blueprint of Survey reference is hereby made for all purposes.

Coordinates set forth in the foregoing description are based upon the Georgia Power Company Grid Coordinate System for the Robert V. Scherer Plant. Georgia Power Company Coordinate N=400-00, is coincident with Georgia State Plane Coordinate West Zone Grid Meridian, N=1,114,000; Georgia Power Company Coordinate E=200-00 is coincident with Georgia State Plane Coordinate West Zone Grid Meridian, E=410,000.

EXHIBIT B-1

Lighter Oil Storage Facility, Units 1 & 2, Plant Scherer.

ALL THAT TRACT or parcel of land situated, lying and being in the Fifth Land District of Monroe County, Georgia, and being more particularly described as follows:

BEGINNING AT A POINT coincident with Coordinates N=38,120.00, E=20,479.39 and running thence in a southerly direction to a point, which point is coincident with Coordinates N=37,990.00, E=20,479.39; running thence in a westerly direction to a point, which point is coincident with Coordinates N=37,990.00, E=20,360.00; running thence in a northerly direction to a point, which point is coincident with Coordinates N=38,120.00, E=20,360.00; running thence in an easterly direction to the Point of Beginning.

The property hereinabove described is more particularly described on that certain Blueprint of Survey, captioned "Plant Scherer, General Arrangement, Plant Site" dated February 12, 1976, last revised January 2, 1979, prepared for the Georgia Power Company by Southern Services, Inc., bearing Drawing No. E M 1008, to which Blueprint of Survey reference is hereby made for all purposes.

Coordinates set forth in the foregoing description are based upon the Georgia Power Company Grid Coordinate System for the Robert W. Scherer Plant. Georgia Power Company Coordinate, N=400-00, is coincident with Georgia State Plane Coordinate: West Zone Grid Meridian, N=1,114,000; Georgia Power Company Coordinate E=200-00, is coincident with Georgia State Plane Coordinate: West Zone Grid Meridian, E=610,000.

EXHIBIT B-1

Turbine Lubricating Oil Storage Facility
Plant Scherer

ALL THAT TRACT or parcel of land situated, lying and being in the Fifth Land District of Monroe County, Georgia, and being more particularly described as follows:

BEGINNING AT A POINT coincident with Coordinates N=38,516.00, E=19,410.00; and running thence in a southerly direction to a point, which point is coincident with Coordinates N=38,442.50, E=19,410.00; running thence in a westerly direction to a point, which point is coincident with Coordinates N=38,442.50, E=19,338.67; running thence in a northerly direction to a point, which point is coincident with Coordinates N=38,516.00, E=19,338.67; running thence in an easterly direction to the Point of Beginning.

The property hereinabove described is more particularly described on that certain Blueprint of Survey, captioned "Plant Scherer, General Arrangement, Plant Site," dated February-12, 1974, last revised January 2, 1979, prepared for the Georgia Power Company by Southern Services, Inc., bearing Drawing No. E M 1308, to which Blueprint of Survey reference is hereby made for all purposes.

Coordinates set forth in the foregoing description are based upon the Georgia Power Company Grid Coordinate System for the Robert V. Scherer Plant. Georgia Power Company Coordinate N=400-00, is coincident with Georgia State Plane Coordinates West Zone Grid Meridian, N=1,114,000; Georgia Power Company Coordinate E=200-00, is coincident with Georgia State Plane Coordinates West Zone Grid Meridian, E=610,000.

EXHIBIT 2-1

**Hydrogen and Nitrogen Bulk Storage Facility, Units One & 2
Plant Scherer**

ALL THAT TRACT or parcel of land situated, lying and being in the Fifth Land District of Monroe County, Georgia, and being more particularly described as follows:

BEGINNING AT A POINT coincident with Coordinates N=38,310.50, E=19,412.00; and running thence in a southerly direction to a point, which point is coincident with Coordinates N=38,195.50, E=19,412.00; running thence in a westerly direction to a point, which point is coincident with Coordinates N=38,195.50, E=19,368.00; running thence in a northerly direction to a point, which point is coincident with Coordinates N=38,310.50, E=19,368.00; running thence in an easterly direction to the Point of Beginning.

The property hereinabove described is more particularly described on that certain Blueprint of Survey, captioned "Plant Scherer, General Arrangement, Plant Site," dated February 12, 1976, last revised January 2, 1979, prepared for the Georgia Power Company by Southern Services, Inc., bearing Drawing No. E M 1008, to which Blueprint of Survey reference is hereby made for all purposes.

Coordinates set forth in the foregoing description are based upon the Georgia Power Company Grid Coordinate System for the Robert V. Scherer Plant. Georgia Power Company Coordinate: N=400+00, is coincident with Georgia State Plane Coordinate: West Zone Grid Meridian, N=1,114,000; Georgia Power Company Coordinate E=200+00 is coincident with Georgia State Plane Coordinate: West Zone Grid Meridian, E=610,000.

EXHIBIT 3-4

**Water Treatment Building and Associated Storage Tanks
Plant Scherer**

ALL THAT TRACT or parcel of land situated, lying and being in the Fifth Land District of Monroe County, Georgia, and being more particularly described as follows:

BEGINNING AT A POINT coincident with Coordinates N=38,430.00, E=29,250.00 and running thence in a southerly direction to a point, which point is coincident with Coordinates N=38,195.00, E=29,250.00; running thence in a westerly direction to a point, which point is coincident with Coordinates N=38,195.00, E=19,830.00; running thence in a northerly direction to a point, which point is coincident with Coordinates N=38,430.00, E=19,830.00; running thence in an easterly direction to the Point of Beginning.

The property hereinabove described is more particularly described on that certain Blueprint of Survey, captioned "Plant Scherer, General Arrangement, Plant Site," dated February 12, 1978, last revised January 2, 1979, prepared for the Georgia Power Company by Southern Services, Inc., bearing Drawing No. E M 1008, to which Blueprint of Survey reference is hereby made for all purposes.

Coordinates set forth in the foregoing description are based upon the Georgia Power Company Grid Coordinate System for the Robert V. Scherer Plant. Georgia Power Company Coordinate N=4400-00, is coincident with Georgia State Plane Coordinate: West Zone Grid Meridian, N=1,114,000; Georgia Power Company Coordinate E=200-00 is coincident with Georgia State Plane Coordinate: West Zone Grid Meridian, E=610,000.

EXHIBIT 2-1

Shut Up Boilers
Plant Scherer

ALL THAT TRACT or parcel of land situated, lying and being in the Fifth Land District of Monroe County, Georgia, and being more particularly described as follows:

BEGINNING AT A POINT coincident with Coordinates N=39,336.00, E=19,303.00; and running thence in a southerly direction to a point, which point is coincident with Coordinates N=39,254.00, E=19,303.00; running thence in a westerly direction to a point, which point is coincident with Coordinates N=39,254.00, E=19,715.00; running thence in a northerly direction to a point, which point is coincident with Coordinates N=39,336.00, E=19,715.00; running thence in an easterly direction to the Point of Beginning.

The property hereinabove described is more particularly described on that certain Blueprint of Survey, captioned "Plant Scherer, General Arrangement, Plant Site," dated February 12, 1975, last revised January 2, 1979, prepared for the Georgia Power Company by Southern Services, Inc., bearing Drawing No. E M 1003, to which Blueprint of Survey reference is hereby made for all purposes.

Coordinates set forth in the foregoing description are based upon the Georgia Power Company Grid Coordinate System for the Robert W. Scherer Plant. Georgia Power Company Coordinate N=400+00, is coincident with Georgia State Plane Coordinate West Zone Grid Meridian, N=1,116,000; Georgia Power Company Coordinate E=200+00 is coincident with Georgia State Plane Coordinate West Zone Grid Meridian, E=610,000.

EXHIBIT B-4

Legal Description

Robert W. Scherer Plant Site

ALL that tract or parcel of land situated, lying and being in the Fifth Land District, Monroe County, Georgia and being more particularly described as follows:

BEGINNING AT A POINT located on the southwesterly right-of-way line of U.S. Highway No. 23 (as located on April 27, 1978), which point is coincident with Coordinates X=615,648.47, Y=1,121,930.40; running thence along the southwesterly right-of-way line of U.S. Highway No. 23 and following the curvature thereof the following courses and distances: South 44 degrees 46 minutes 30 seconds East a distance of 151.68 feet to a point; South 32 degrees 59 minutes East a distance of 360.37 feet to a point; South 33 degrees 19 minutes East a distance of 296.67 feet to a point; South 30 degrees 18 minutes 30 seconds East a distance of 168.81 feet to a point; South 28 degrees 22 minutes East a distance of 300.02 feet to a point; South 27 degrees 02 minutes East a distance of 299.11 feet to a point; South 26 degrees 34 minutes 30 seconds East a distance of 1,011.79 feet to a point; South 26 degrees 22 minutes East a distance of 204.18 feet to a point; South 26 degrees 43 minutes 30 seconds East a distance of 662.78 feet to a point; South 26 degrees 32 minutes 30 seconds East a distance of 44.91 feet to a point; South 26 degrees 32 minutes 30 seconds East a distance of 302.28 feet to a point on the southwesterly right-of-way line of U.S. Highway No. 23, which point is coincident with Coordinates X=617,474.67, Y=1,118,605.98; thence leaving said right-of-way line and running South 70 degrees 30 minutes West a distance of 234.68 feet to a point; running thence South 67 degrees 19 minutes West a distance of 623.80 feet to a point; running thence South 60 degrees 24 minutes West a distance of 48.48 feet to a point; running thence South 26 degrees 02 minutes West a distance of 55.66 feet to a point; running thence South 22 degrees 05 minutes West a distance of 1,230.27 feet to a point; running thence South 22 degrees 59 minutes West a distance of 549.06 feet to a point, which point is coincident with Coordinates X=615,934.48, Y=1,116,567.60; running thence South 80 degrees 30 minutes 30 seconds East a distance of 220.15 feet to a point; running thence South 22 degrees 07 minutes 30 seconds East a distance of 639.44 feet to a point; running thence South 87 degrees 44 minutes 30 seconds West a distance of 111.39 feet to a point, which point is coincident with Coordinates X=616,281.38, Y=1,115,935.82; running thence due South a distance of 2,643.04 feet to a point; running thence South 02 degrees 42 minutes East a distance of 349.58 feet to a point, which point is coincident with Coordinates X=616,297.87, Y=1,112,943.59; running thence South 88 degrees 26 minutes East a distance of 277.16 feet to a point; running thence North 85 degrees 04 minutes East a distance of 104.70 feet to a point; running thence North 89 degrees 55 minutes 30 seconds East a distance of 1,999.04 feet to a point, which point is coincident with Coordinates X=618,678.27, Y=1,112,947.75; running thence South 01 degree 24 minutes East a distance of 736.66 feet to a point; running thence North 86 degrees 13 minutes 30 seconds East a distance of 700.00 feet to a point; running thence South 01 degree 40 minutes 30 seconds East a distance of 700.0 feet

EXHIBIT "C"

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to a point, which point is coincident with Coordinates X=619,415.22, Y=1,111,357.68; running thence South 89 degrees 09 minutes 30 seconds East a distance of 411.28 feet to a point; running thence North 89 degrees 36 minutes 30 seconds East a distance of 378.91 feet to a point; running thence South 86 degrees 19 minutes East a distance of 873.62 feet to a point; running thence North 87 degrees 59 minutes 30 seconds East a distance of 879.46 feet to a point, which point is coincident with Coordinates X=621,956.10, Y=1,111,328.84; running thence South 44 degrees 40 minutes East a distance of 707.32 feet to a point; running thence North 55 degrees 42 minutes East a distance of 245.33 feet to a point; running thence North 55 degrees 42 minutes East a distance of 85.38 feet to a point located on the southwesterly right-of-way line of U.S. Highway No. 23, which point is coincident with Coordinates X=622,726.52, Y=1,111,212.14; running thence along the southwesterly right-of-way line of U.S. Highway No. 23 and following the curvature thereof the following courses and distances: South 33 degrees 18 minutes 30 seconds East a distance of 2,764.45 feet to a point; South 33 degrees 17 minutes East a distance of 1,236.96 feet to a point; South 32 degrees 38 minutes East a distance of 267.14 feet to a point; South 30 degrees 58 minutes 30 seconds East a distance of 302.73 feet to a point; South 29 degrees 53 minutes 30 seconds East a distance of 200.00 feet to a point; South 28 degrees 36 minutes East a distance of 197.37 feet to a point; South 27 degrees 06 minutes East a distance of 1,139.54 feet to a point; South 30 degrees 35 minutes East a distance of 145.38 feet to a point; South 33 degrees 48 minutes 30 seconds East a distance of 147.63 feet to a point; South 36 degrees 24 minutes East a distance of 148.34 feet to a point; South 39 degrees 08 minutes East a distance of 153.72 feet to a point; South 41 degrees 43 minutes East a distance of 740.27 feet to a point located on the southwesterly right-of-way line of U.S. Highway No. 23, which point is coincident with Coordinates X=625,770.28, Y=1,104,983.07; running thence North 43 degrees 00 minutes East a distance of 1,280.88 feet to a point; running thence North 53 degrees 00 minutes East a distance of 1,713.88 feet to a point; running thence North 43 degrees 00 minutes East a distance of 401.64 feet to a point; running thence North 58 degrees 00 minutes East a distance of 613.24 feet to a point; running thence North 23 degrees 00 minutes East a distance of 676.11 feet to a point; running thence North 86 degrees 13 minutes 30 seconds West a distance of 1,200.30 feet to a point, which point is coincident with Coordinates X=628,874.72, Y=1,108,272.41; running thence North 03 degrees 46 minutes 30 seconds East a distance of 1,000.00 feet to a point, which point is coincident with Coordinates X=628,940.54, Y=1,109,270.25; running thence South 86 degrees 13 minutes 30 seconds East a distance of 1,168.23 feet to a point; running thence South 86 degrees 13 minutes 30 seconds East a distance of 192.73 feet to a point; running thence South 86 degrees 13 minutes 30 seconds East a distance of 777.21 feet to a point; running thence South 86 degrees 13 minutes 30 seconds East 375.79 feet, more or less, to the East bank of the Ocmulgee River; running thence along the East bank of the Ocmulgee River in a generally Southerly direction 1033.36 feet, more or less, to a point on said East bank of the Ocmulgee River where a line bearing North 86 degrees 13 minutes 30 seconds West from a point (hereinafter called "Point A") which is coincident with Coordinates X=631,412.72, Y=1,108,103.00 intersects said East bank; running thence to a point which is located North 86 degrees 13 minutes 30 seconds West 421.96 feet from Point A; running thence North 86 degrees 13 minutes 30

seconds West a distance of 471.00 feet to a point; running thence North 86 degrees 13 minutes 30 seconds West a distance of 150.56 feet to a point; running thence North 86 degrees 13 minutes 30 seconds West a distance of 77.30 feet to a point; running thence South 23 degrees 00 minutes West a distance of 815.56 feet to a point; running thence South 58 degrees 00 minutes West a distance of 653.80 feet to a point; running thence South 43 degrees 00 minutes West a distance of 392.36 feet to a point; running thence South 53 degrees 00 minutes West a distance of 1,713.88 feet to a point; running thence South 43 degrees 00 minutes West a distance of 1,231.90 feet to a point, which point is coincident with Coordinates X=626,910.62, Y=1,104,825.66; running thence South 41 degrees 43 minutes East a distance of 1,940.88 feet to a point; running thence South 38 degrees 37 minutes 30 seconds East a distance of 238.72 feet to a point; running thence South 32 degrees 01 minute 30 seconds East a distance of 200.90 feet to a point; running thence South 25 degrees 24 minutes East a distance of 194.48 feet to a point; running thence South 18 degrees 58 minutes East a distance of 233.04 feet to a point; running thence South 12 degrees 48 minutes East a distance of 194.87 feet to a point; running thence South 10 degrees 15 minutes East a distance of 1,171.32 feet to a point; running thence South 09 degrees 44 minutes East a distance of 199.47 feet to a point, which point is coincident with Coordinates X=628,902.19, Y=1,101,084.78; running thence North 89 degrees 22 minutes 30 seconds West a distance of 776.58 feet to a point; running thence South 02 degrees 07 minutes West a distance of 1,156.63 feet to a point; running thence South 62 degrees 16 minutes East a distance of 88.63 feet to a point; running thence North 72 degrees 33 minutes 30 seconds East a distance of 114.08 feet to a point; running thence South 44 degrees 08 minutes East a distance of 106.18 feet to a point, which point is coincident with Coordinates X=628,343.76, Y=1,099,844.12; running thence South 68 degrees 09 minutes 30 seconds West a distance of 578.25 feet to a point; running thence South 64 degrees 30 minutes 30 seconds West a distance of 159.57 feet to a point; running thence South 54 degrees 01 minute West a distance of 171.76 feet to a point; running thence South 44 degrees 50 minutes 30 seconds West a distance of 200.09 feet to a point; running thence South 42 degrees 59 minutes West a distance of 200.00 feet to a point; running thence South 42 degrees 33 minutes West a distance of 200.01 feet to a point; running thence South 42 degrees 36 minutes West a distance of 217.90 feet to a point; running thence South 45 degrees 52 minutes West a distance of 166.85 feet to a point; running thence South 56 degrees 26 minutes West a distance of 166.72 feet to a point; running thence South 73 degrees 46 minutes West a distance of 189.39 feet to a point; running thence South 88 degrees 02 minutes West a distance of 166.93 feet to a point; running thence North 77 degrees 02 minutes West a distance of 202.74 feet to a point; running thence North 66 degrees 44 minutes 30 seconds West a distance of 1,288.34 feet to a point; running thence North 64 degrees 33 minutes West a distance of 253.46 feet to a point; running thence North 61 degrees 32 minutes 30 seconds West a distance of 257.80 feet to a point; running thence North 59 degrees 42 minutes West a distance of 248.94 feet to a point; running thence North 56 degrees 42 minutes 30 seconds West a distance of 247.23 feet to a point; running thence North 53 degrees 10 minutes 30 seconds West a distance of 198.47 feet to a point; running thence North 49 degrees 00 minutes West a distance of 207.90 feet to a point, which point is coincident with Coordinates X=623,782.34, Y=1,099,899.16; running thence North 04 degrees 29 minutes 30 seconds West

a distance of 947.21 feet to a point, which point is coincident with Coordinates X=623,708.19, Y=1,100,843.46; running thence North 89 degrees 34 minutes 30 seconds West a distance of 764.88 feet to a point; running thence South 07 degrees 56 minutes West a distance of 464.40 feet to a point; running thence South 53 degrees 12 minutes 30 seconds West a distance of 76.84 feet to a point; running thence North 89 degrees 37 minutes 30 seconds East a distance of 132.09 feet to a point; running thence North 89 degrees 37 minutes 30 seconds East a distance of 81.51 feet to a point; running thence South 57 degrees 26 minutes 30 seconds East a distance of 139.70 feet to a point, which point is coincident with Coordinates X=623,147.49, Y=1,100,271.52; running thence North 88 degrees 37 minutes West a distance of 207.87 feet to a point; running thence South 79 degrees 39 minutes West a distance of 148.67 feet to a point; running thence South 73 degrees 35 minutes 30 seconds West a distance of 207.45 feet to a point; running thence South 79 degrees 24 minutes 30 seconds West a distance of 237.20 feet to a point; running thence South 83 degrees 22 minutes 30 seconds West a distance of 194.55 feet to a point; running thence South 89 degrees 33 minutes West a distance of 206.13 feet to a point; running thence North 86 degrees 33 minutes West a distance of 200.00 feet to a point; running thence North 85 degrees 58 minutes 30 seconds West a distance of 800.04 feet to a point; running thence North 84 degrees 27 minutes West a distance of 189.52 feet to a point; running thence North 70 degrees 45 minutes 30 seconds West a distance of 191.82 feet to a point; running thence North 57 degrees 14 minutes 30 seconds West a distance of 192.64 feet to a point; running thence North 53 degrees 32 minutes West a distance of 63.12 feet to a point; running thence North 46 degrees 56 minutes West a distance of 200.11 feet to a point; running thence North 47 degrees 52 minutes West a distance of 205.51 feet to a point; running thence North 55 degrees 10 minutes 30 seconds West a distance of 104.52 feet to a point; running thence North 63 degrees 54 minutes West a distance of 200.42 feet to a point; running thence North 64 degrees 04 minutes 30 seconds West a distance of 220.63 feet to a point; running thence North 51 degrees 47 minutes West a distance of 190.94 feet to a point; running thence North 42 degrees 38 minutes 30 seconds West a distance of 422.11 feet to a point; running thence North 54 degrees 17 minutes West a distance of 197.12 feet to a point; running thence North 75 degrees 57 minutes 30 seconds West a distance of 209.78 feet to a point; running thence North 87 degrees 18 minutes West a distance of 286.70 feet to a point; running thence South 88 degrees 22 minutes West a distance of 278.86 feet to a point; running thence South 82 degrees 51 minutes West a distance of 215.01 feet to a point; running thence South 75 degrees 06 minutes 30 seconds West a distance of 203.48 feet to a point; running thence South 72 degrees 48 minutes 30 seconds West a distance of 191.52 feet to a point; running thence South 86 degrees 25 minutes West a distance of 92.36 feet to a point; running thence North 81 degrees 48 minutes West a distance of 118.09 feet to a point; running thence North 67 degrees 43 minutes 30 seconds West a distance of 89.83 feet to a point; running thence North 61 degrees 25 minutes 30 seconds West a distance of 100.18 feet to a point; running thence North 65 degrees 07 minutes 30 seconds West a distance of 231.37 feet to a point; running thence North 69 degrees 24 minutes 30 seconds West a distance of 203.38 feet to a point; running thence North 71 degrees 58 minutes 30 seconds West a distance of 400.00 feet to a point; running thence North 73 degrees 02 minutes West a distance 334.13 feet to a point, which point is

coincident with Coordinates X=616,180.24 and Y=1,101,888.39; running thence North 72 degrees 39 minutes 30 seconds West a distance of 300.76 feet to a point; running thence North 73 degrees 08 minutes West a distance of 200.00 feet to a point; running thence North 74 degrees 30 minutes West a distance of 273.23 feet to a point; running thence North 77 degrees 46 minutes 30 seconds West a distance of 156.30 feet to a point; running thence North 85 degrees 47 minutes West a distance of 161.47 feet to a point; running thence South 85 degrees 34 minutes West a distance of 187.94 feet to a point; running thence South 78 degrees 05 minutes 30 seconds West a distance of 197.65 feet to a point; running thence South 69 degrees 18 minutes 30 seconds West a distance of 107.00 feet to a point; running thence South 66 degrees 48 minutes West a distance of 700.00 feet to a point; running thence South 66 degrees 42 minutes 30 seconds West a distance of 966.82 feet to a point; running thence South 72 degrees 54 minutes West a distance of 197.43 feet to a point; running thence South 78 degrees 18 minutes 30 seconds West a distance of 100.50 feet to a point; running thence South 82 degrees 45 minutes 30 seconds West a distance of 129.82 feet to a point; running thence North 39 degrees 50 minutes West a distance of 159.44 feet to a point; running thence North 82 degrees 35 minutes West a distance of 200.14 feet to a point; running thence North 79 degrees 26 minutes West a distance of 200.03 feet to a point; running thence North 79 degrees 31 minutes West a distance of 268.36 feet to a point; running thence North 79 degrees 47 minutes West a distance of 191.20 feet to a point; running thence North 78 degrees 36 minutes 30 seconds West a distance of 200.05 feet to a point; running thence North 80 degrees 02 minutes 30 seconds West a distance of 223.16 feet to a point; running thence North 81 degrees 56 minutes 30 seconds West a distance of 203.36 feet to a point, which point is coincident with Coordinates X=611,082.03, Y=1,101,560.81; running thence North 02 degrees 02 minutes 30 seconds East a distance of 409.54 feet to a point; running thence North 87 degrees 59 minutes 30 seconds West a distance of 200.20 feet to a point; running thence North 02 degrees 00 minutes 30 seconds East, a distance of 160.00 feet to a point; running thence North 87 degrees 59 minutes 30 seconds West a distance of 230.00 feet to a point; running thence North 18 degrees 28 minutes 30 seconds East a distance of 230.00 feet to a point; running thence North 09 degrees 12 minutes 30 seconds West a distance of 170.00 feet to a point; running thence North 04 degrees 06 minutes West a distance of 11.55 feet to a point; running thence North 88 degrees 26 minutes West a distance of 750.61 feet to a point, which point is coincident with Coordinates X=609,965.88, Y=1,102,562.96; running thence South 01 degree 15 minutes 30 seconds West a distance of 1,002.69 feet to a point; running thence South 89 degrees 28 minutes West a distance of 340.75 feet to a point; running thence North 81 degrees 59 minutes 30 seconds West a distance of 212.42 feet to a point; running thence North 75 degrees 17 minutes West a distance of 207.55 feet to a point; running thence North 67 degrees 30 minutes 30 seconds West a distance of 307.59 feet to a point; running thence North 64 degrees 43 minutes West a distance of 310.10 feet to a point; running thence North 71 degrees 33 minutes 30 seconds West a distance of 368.37 feet to a point; running thence North 77 degrees 22 minutes West a distance of 304.91 feet to a point; running thence North 83 degrees 05 minutes 30 seconds West a distance of 198.76 feet to a point; running thence North 83 degrees 48 minutes 30 seconds West a distance of 334.79 feet to a point, which point is coincident with Coordinates X=607,469.13, Y=1,102,126.43; running thence

North 00 degrees 13 minutes East a distance of 662.73 feet to a point; running thence North 88 degrees 02 minutes West a distance of 449.85 feet to a point, which point is coincident with Coordinates X=607,022.06, Y=1,102,804.60; running thence South 01 degree 20 minutes 30 seconds West a distance of 631.41 feet to a point; running thence North 84 degrees 13 minutes West a distance of 306.38 feet to a point; running thence North 83 degrees 20 minutes 30 seconds West a distance of 200.40 feet to a point; running thence North 84 degrees 58 minutes West a distance of 247.36 feet to a point, which point is coincident with Coordinates X=606,256.33, Y=1,102,242.22; running thence North 15 degrees 31 minutes 30 seconds East a distance of 289.93 feet to a point; running thence North 80 degrees 51 minutes 30 seconds West a distance of 479.51 feet to a point; running thence North 00 degrees 52 minutes East a distance of 1,859.88 feet to a point, which point is coincident with Coordinates X=605,885.53, Y=1,104,257.43; running thence North 86 degrees 40 minutes West a distance of 1,436.79 feet to a point; running thence South 00 degrees 04 minutes East a distance of 1,405.92 feet to a point; running thence South 01 degree 37 minutes West a distance of 191.35 feet to a point, which point is coincident with Coordinates X=604,427.42, Y=1,102,744.85; running thence North 89 degrees 47 minutes West a distance of 180.23 feet to a point; running thence North 89 degrees 47 minutes West a distance of 2,625.72 feet to a point, which point is coincident with Coordinates X=601,621.49, Y=1,102,735.41; running thence North 03 degrees 11 minutes 30 seconds East a distance of 1,609.62 feet to a point; running thence North 86 degrees 48 minutes 30 seconds West a distance of 1,499.98 feet to a point, which point is coincident with Coordinates X=600,213.47, Y=1,104,446.13; running thence North 03 degrees 12 minutes East a distance of 1,499.87 feet to a point; running thence North 86 degrees 48 minutes West a distance of 2,118.21 feet to a point, which point is coincident with Coordinates X=598,182.31, Y=1,106,061.79; running thence North 00 degrees 32 minutes 30 seconds East a distance of 2,667.47 feet to a point; running thence North 00 degrees 32 minutes 30 seconds East a distance of 46.00 feet to a point; running thence North 00 degrees 32 minutes 30 seconds East a distance of 606.16 feet to a point, which point is coincident with Coordinates X=598,213.90, Y=1,109,381.27; running thence North 89 degrees 27 minutes 30 seconds West a distance of 208.10 feet to a point; running thence North 89 degrees 27 minutes 30 seconds West a distance of 636.98 feet to a point; running thence North 05 degrees 18 minutes 30 seconds West a distance of 159.18 feet to a point, which point is coincident with Coordinates X=597,354.12, Y=1,109,547.80; running thence North 86 degrees 38 minutes West a distance of 445.55 feet to a point; running thence South 02 degrees 29 minutes East a distance of 561.46 feet to a point; running thence South 02 degrees 29 minutes East a distance of 417.56 feet to a point, which point is coincident with Coordinates X=596,951.83, Y=1,108,595.85; running thence South 59 degrees 44 minutes 30 seconds West a distance of 484.65 feet to a point; running thence South 70 degrees 47 minutes 30 seconds West a distance of 542.98 feet to a point; running thence South 78 degrees 34 minutes 30 seconds West a distance of 816.34 feet to a point; running thence South 72 degrees 48 minutes West a distance of 346.60 feet to a point; running thence South 52 degrees 26 minutes West a distance of 433.46 feet to a point; running thence South 40 degrees 21 minutes 30 seconds West a distance of 593.41 feet to a point, which point is coincident with Coordinates X=594,161.39, Y=1,107,192.28; running thence North 00 degrees 41 minutes 30 seconds West a distance of 1,016.97 feet to

a point; running thence North 00 degrees 06 minutes East a distance of 349.53 feet to a point; running thence North 00 degrees 21 minutes 30 seconds East a distance of 295.44 feet to a point, which point is coincident with Coordinates X=594,151.87, Y=1,109,054.15; running thence North 57 degrees 24 minutes West a distance of 57.01 feet to a point; running thence North 89 degrees 09 minutes West a distance of 335.74 feet to a point; running thence South 89 degrees 40 minutes 30 seconds West a distance of 112.28 feet to a point; running thence South 00 degrees 19 minutes 30 seconds East a distance of 30.00 feet to a point, which point is coincident with Coordinates X=593,656.04, Y=1,109,059.18; running thence South 89 degrees 40 minutes 30 seconds West a distance of 2,332.14 feet to a point; running thence North 89 degrees 47 minutes 30 seconds West a distance of 1,600.00 feet to a point, which point is coincident with Coordinates X=589,723.98, Y=1,109,051.57; running thence North 01 degree 43 minutes East a distance of 1,300.00 feet to a point; running thence North 01 degree 43 minutes East a distance of 1,884.18 feet to a point; running thence North 01 degree 43 minutes East a distance of 98.71 feet to a point, which point is coincident with Coordinates X=589,822.04, Y=1,112,332.99; running thence South 79 degrees 29 minutes West a distance of 141.72 feet to a point; running thence South 82 degrees 28 minutes West a distance of 919.83 feet to a point; running thence South 79 degrees 40 minutes West a distance of 26.33 feet to a point, which point is coincident with Coordinates X=588,742.93, and Y=1,112,151.46; running thence due North a distance of 1,932.11 feet to a point, which point is coincident with Coordinates X=588,742.93, Y=1,116,113.57; running thence due East a distance of 4,033.12 feet to a point; running thence due East a distance of 109.25 feet to a point; running thence North 89 degrees 58 minutes 30 seconds East a distance of 1,329.08 feet to a point; running thence South 89 degrees 23 minutes East a distance of 1,565.28 feet to a point; running thence South 89 degrees 23 minutes East a distance of 1,237.46 feet to a point, which point is coincident with Coordinates X=597,017.02, Y=1,116,084.25; running thence North 00 degrees 37 minutes East a distance of 2,964.31 feet to a point, which point is coincident with Coordinates X=597,049.12, Y=1,119,048.39; running thence South 89 degrees 46 minutes 30 seconds East a distance of 1,531.36 feet to a point; running North 00 degrees 13 minutes 30 seconds East a distance of 200.00 feet to a point; running thence South 89 degrees 43 minutes 30 seconds East a distance of 299.91 feet to a point; running thence South 89 degrees 44 minutes 30 seconds East a distance of 278.13 feet to a point; running thence South 89 degrees 47 minutes East a distance of 1,146.31 feet to a point, which point is coincident with Coordinates X=600,305.59, Y=1,119,235.25; running thence North 00 degrees 29 minutes 30 seconds East a distance of 2,595.06 feet to a point, which point is coincident with Coordinates X=600,327.69, Y=1,121,830.21; running thence South 89 degrees 38 minutes 30 seconds East a distance of 161.46 feet to a point; running thence South 40 degrees 59 minutes East a distance of 120.30 feet to a point; running thence South 46 degrees 14 minutes 30 seconds East a distance of 131.03 feet to a point; running thence South 48 degrees 48 minutes 30 seconds East a distance of 372.68 feet to a point; running thence South 89 degrees 38 minutes 30 seconds East a distance of 60.87 feet to a point; running thence South 89 degrees 38 minutes 30 seconds East a distance of 580.10 feet to a point; running thence North 00 degrees 21 minutes 30 seconds East a distance of 424.03 feet to a point, which point is coincident with Coordinates X=601,586.73, Y=1,121,822.33; running

thence South 89 degrees 38 minutes 30 seconds East a distance of 1,667.22 feet to a point; running thence South 01 degree 17 minutes West a distance of 986.31 feet to a point; running thence North 39 degrees 22 minutes East a distance of 1,254.62 feet to a point, which point is coincident with Coordinates X=604,320.00, Y=1,121,470.00; running thence North 36 degrees 38 minutes East a distance of 1,828.69 feet to a point, which point is coincident with Coordinates X=603,411.18, Y=1,122,937.46; running thence in a northeasterly direction along the arc of a curve to the right (said curve having a radius of 888.30 feet) a distance of 889.81 feet to a point; running thence in a northeasterly direction along the arc of a curve to the right (said curve having a radius of 888.30 feet) a distance of 167.47 feet to a point; running thence South 75 degrees 11 minutes East a distance of 64.31 feet to a point; running thence in a southeasterly direction along the arc of a curve to the right (said curve having a radius of 636.61 feet) a distance of 402.08 feet to a point, which point is coincident with Coordinates X=606,743.30, Y=1,123,034.98; running thence South 39 degrees 00 minutes East a distance of 116.18 feet to a point; running thence North 61 degrees 14 minutes 30 seconds East a distance of 155.02 feet to a point; running thence South 04 degrees 13 minutes East a distance of 135.04 feet to a point; running thence South 04 degrees 44 minutes East a distance of 206.55 feet to a point; running thence South 35 degrees 51 minutes East a distance of 131.32 feet to a point; running thence South 41 degrees 53 minutes 30 seconds East a distance of 200.04 feet to a point; running thence South 41 degrees 36 minutes 30 seconds East a distance of 200.02 feet to a point; running thence South 41 degrees 16 minutes 30 seconds East a distance of 235.96 feet to a point; running thence South 46 degrees 45 minutes 30 seconds East a distance of 420.57 feet to a point; running thence South 83 degrees 20 minutes East a distance of 13.17 feet to a point; running thence South 88 degrees 53 minutes East a distance of 209.98 feet to a point; running thence South 89 degrees 26 minutes East a distance of 450.52 feet to a point; running thence North 89 degrees 22 minutes East a distance of 180.04 feet to a point; running thence South 89 degrees 36 minutes 30 seconds East a distance of 96.00 feet to a point; running thence South 84 degrees 07 minutes East a distance of 79.48 feet to a point; running thence South 80 degrees 00 minutes 30 seconds East a distance of 133.04 feet to a point; running thence South 70 degrees 57 minutes 30 seconds East a distance of 76.79 feet to a point; running thence South 65 degrees 13 minutes 30 seconds East a distance of 647.42 feet to a point; running thence South 68 degrees 36 minutes East a distance of 176.61 feet to a point, which point is coincident with Coordinates X=609,771.38, Y=1,121,407.62; running thence South 72 degrees 10 minutes East a distance of 165.47 feet to a point; running thence South 36 degrees 55 minutes 30 seconds East a distance of 163.74 feet to a point; running thence South 64 degrees 03 minutes 30 seconds East a distance of 129.85 feet to a point; running thence South 77 degrees 11 minutes East a distance of 103.65 feet to a point; running thence South 83 degrees 48 minutes 30 seconds East a distance of 157.26 feet to a point; running thence South 88 degrees 02 minutes 30 seconds East a distance of 202.86 feet to a point; running thence North 86 degrees 19 minutes 30 seconds East a distance of 302.40 feet to a point; running thence North 83 degrees 54 minutes East a distance of 212.06 feet to a point; running thence North 69 degrees 45 minutes East a distance of 97.18 feet to a point; running thence North 47 degrees 07 minutes East a distance of 102.27 feet to a point; running thence North 28

degrees 27 minutes East a distance of 105.84 feet to a point; running thence North 31 degrees 17 minutes East a distance of 313.36 feet to a point; running thence North 63 degrees 23 minutes 30 seconds East a distance of 118.48 feet to a point; running thence North 67 degrees 09 minutes East a distance of 135.00 feet to a point; running thence North 88 degrees 10 minutes 30 seconds East a distance of 150.88 feet to a point; running thence South 00 degrees 24 minutes 30 seconds West a distance of 325.12 feet to a point, which point is coincident with Coordinates X=611,942.15, Y=1,121,251.87; running thence South 88 degrees 23 minutes 30 seconds East a distance of 420.06 feet to a point; running thence North 00 degrees 43 minutes East a distance of 104.58 feet to a point; running thence South 88 degrees 35 minutes 30 seconds East a distance of 209.60 feet to a point; running thence North 88 degrees 41 minutes East a distance of 210.00 feet to a point; running thence North 00 degrees 43 minutes 30 seconds East a distance of 420.00 feet to a point, which point is coincident with Coordinates X=612,788.21, Y=1,121,764.30; running thence North 39 degrees 52 minutes East a distance of 626.85 feet to a point; running thence North 79 degrees 48 minutes 30 seconds East a distance of 74.81 feet to a point; running thence North 83 degrees 16 minutes East a distance of 319.34 feet to a point; running thence South 77 degrees 55 minutes 30 seconds East a distance of 143.82 feet to a point; running thence North 88 degrees 38 minutes East a distance of 860.33 feet to a point; running thence South 86 degrees 53 minutes 30 seconds East a distance of 439.97 feet to a point; running thence South 68 degrees 23 minutes 30 seconds East a distance of 169.19 feet to a point; running thence South 53 degrees 02 minutes East a distance of 374.11 feet to a point, which point is coincident with Coordinates X=613,702.08, Y=1,121,495.63; running thence North 13 degrees 05 minutes 30 seconds East a distance of 106.59 feet to a point; running thence North 31 degrees 30 minutes 30 seconds West a distance of 268.21 feet to a point; running thence North 31 degrees 24 minutes East a distance of 119.80 feet to the Point of Beginning,

The property hereinabove described is more particularly described on that certain Blueprint of Survey, captioned "Plant Scherer, a Plat of Project Boundary and Road & Gas Line Relocation, Fifth Land District, Monroe County, Georgia," dated April 27, 1978, prepared for the Georgia Power Company, Land Department by Hugh W. Marcer, Jr., Georgia registered land surveyor No. 1890, bearing drawing No. M-134-3, to which Blueprint of Survey reference is hereby made for all purposes.

Coordinates set forth in the foregoing description are based upon the Georgia State Plane Coordinate System: West Zone Grid Meridian.

TRACT I: Units 1 & 2 as described in Exhibit D-1 attached hereto and hereby made a part hereof, there being excluded from said Units 1 & 2, but included within the property described in the foregoing Exhibit C, the following parcels which are described in the respective exhibits designated following the names of such parcels, the same being incorporated herein by reference:

- (a) Fire Protection Building and Storage Tanks, Units 1 & 2 Plant Scherer, as described in Exhibit D-2 attached hereto and hereby made a part hereof.
- (b) Lighter Oil Storage Facility, Units 1 & 2, Plant Scherer, as described in Exhibit D-3 attached hereto and hereby made a part hereof.
- (c) Turbine Lubricating Oil Storage Facility, Plant Scherer, as described in Exhibit D-4 attached hereto and hereby made a part hereof.
- (d) Hydrogen and Nitrogen Bulk Storage Facility, Units One & 2, Plant Scherer, as described in Exhibit D-5 attached hereto and hereby made a part hereof.
- (e) Water Treatment Building and Associated Storage Tanks, Plant Scherer, as described in Exhibit D-6 attached hereto and hereby made a part hereof.
- (f) Start Up Boilers, Plant Scherer, as described in Exhibit D-7 attached hereto and hereby made a part hereof, but only to the extent the same lie within the boundaries of Units 1 & 2 as described in the aforesaid Exhibit D-1.

TRACT II: Units 3 & 4 as described in Exhibit D-8 attached hereto and hereby made a part hereof, there being excluded from Units 3 & 4 but included within the property described in the foregoing Exhibit C, the following parcels which are described in the respective exhibits designated following the names of such parcels, the same being incorporated herein by reference:

- (a) Fire Protection Building and Storage Tanks, Units 3 & 4 Plant Scherer: Exhibit D-9.
- (b) Lighter Oil Storage Facility, Units 3 & 4, Plant Scherer: Exhibit D-10.
- (c) Start Up Boilers, Exhibit D-11, but only to the extent same lie within the boundaries of Units 3 & 4 as described in the aforesaid Exhibit D-8.

EXHIBIT "D"

- TRACT III: Combustion Turbine, Flans Scherer, as described in Exhibit D-12 attached hereto and hereby made a part hereof.
- TRACT IV: Training Building, Flans Scherer, as described in Exhibit D-13 attached hereto and hereby made a part hereof.
- TRACT V: Skills Development Center Tract, Flans Scherer, as described in Exhibit D-14 attached hereto and hereby made a part hereof.
- TRACT VI: Microwave Tower, Tracts J & K Flans Scherer, as described in Exhibit D-15 attached hereto and hereby made a part hereof.

EXHIBIT "D"

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Units 1 & 2, Plant Scherer

ALL THAT TRACT or parcel of land situated, lying and being in the Fifth Land District of Monroe County, Georgia, and being more particularly described as follows:

BEGINNING AT A POINT coincident with Coordinates N=18,221.00, E=18,329.00 and running thence in a northeasterly direction to a point, which point is coincident with Coordinates N=18,623.00, E=19,143.00; running thence in a northerly direction to a point, which point is coincident with Coordinates N=19,230.00, E=18,140.00; running thence in an easterly direction to a point, which point is coincident with Coordinates N=19,230.00, E=19,480.00; running thence in a northerly direction to a point, which point is coincident with Coordinates N=19,239.00, E=19,488.00; running thence in an easterly direction to a point, which point is coincident with Coordinates N=19,239.00, E=20,322.00; running thence in a southerly direction to a point, which point is coincident with Coordinates N=18,389.00, E=20,822.00; running thence in an easterly direction to a point, which point is coincident with Coordinates N=18,389.00, E=21,211.00; running thence in a southerly direction to a point, which point is coincident with Coordinates N=13,819.00, E=21,211.00; running thence in a westerly direction to a point, which point is coincident with Coordinates N=13,319.00, E=20,362.00; running thence in a southwesterly direction to a point, which point is coincident with Coordinates N=18,712.00, E=21,161.00; running thence in a southerly direction to a point, which point is coincident with Coordinates N=17,553.00, E=20,562.00; running thence in a southwesterly direction to a point, which point is coincident with Coordinates N=17,250.00, E=19,675.00; running thence in a northwesterly direction to the Point of Beginning.

The property hereinabove described is more particularly described on that certain blueprint of Survey, captioned "Plant Scherer, General Arrangement, Plant Site," dated February 11, 1976, last revised January 2, 1979, prepared for the Georgia Power Company by Southern Services, Inc., bearing Drawing No. EPS 4035-73, to which blueprint of survey reference is hereby made for all purposes.

Coordinates set forth in the foregoing description are based upon the Georgia Power Company Grid Coordinate System for the Robert V. Scherer Plant. Georgia Power Company Coordinate, N=400+00, is coincident with Georgia State Plane Coordinate: West Zone Grid Meridian, N=1,114,000; Georgia Power Company Coordinate, E=200+00 is coincident with Georgia State Plane Coordinate: West Zone Grid Meridian, E=610,000.

EXHIBIT D-1

Fire Protection Building and Storage Tanks, Units 1 & 2
Plant Scherer

ALL THAT TRACT or parcel of land situated, lying and being in the Fifth Land District of Monroe County, Georgia, and being more particularly described as follows:

BEGINNING AT A POINT coincident with Coordinates N=38,540.00, E=20,303.00 and running thence in a southerly direction to a point, which point is coincident with Coordinates N=38,530.00, E=20,303.00; running thence in a westerly direction to a point, which point is coincident with Coordinates N=38,530.00, E=19,860.00; running thence in a northerly direction to a point, which point is coincident with Coordinates N=38,540.00, E=19,860.00; running thence in an easterly direction to the Point of Beginning.

The property hereinabove described is more particularly described on that certain Blueprint of Survey, captioned "Plant Scherer, General Arrangement, Plant Site," dated February 12, 1976, last revised January 2, 1979, prepared for the Georgia Power Company by Southern Services, Inc., bearing Drawing No. E 12 1008, to which Blueprint of Survey reference is hereby made for all purposes.

Coordinates set forth in the foregoing description are based upon the Georgia Power Company Grid Coordinate System for the Robert W. Scherer Plant. Georgia Power Company Coordinate N=400-00, is coincident with Georgia State Plane Coordinate West Zone Grid Meridian, N=1,116,000; Georgia Power Company Coordinate E=200-00 is coincident with Georgia State Plane Coordinate West Zone Grid Meridian, E=610,000.

EXHIBIT B-1

Lighter Oil Storage Facility, Units 1 & 2, Plant Scherer.

ALL THAT TRACT or parcel of land situated, lying and being in the Fifth Land District of Monroe County, Georgia, and being more particularly described as follows:

BEGINNING AT A POINT coincident with Coordinates N=18,120.00, E=20,479.39 and running thence in a southerly direction to a point, which point is coincident with Coordinates N=37,990.00, E=20,479.39; running thence in a westerly direction to a point, which point is coincident with Coordinates N=37,990.00, E=20,360.00; running thence in a northerly direction to a point, which point is coincident with Coordinates N=18,120.00, E=20,360.00; running thence in an easterly direction to the Point of Beginning.

The property hereinabove described is more particularly described on that certain Blueprint of Survey, captioned "Plant Scherer, General Arrangement, Plant Site" dated February 12, 1976, last revised January 2, 1979, prepared for the Georgia Power Company by Southern Services, Inc., bearing Drawing No. E LM 1008, to which Blueprint of Survey reference is hereby made for all purposes.

Coordinates set forth in the foregoing description are based upon the Georgia Power Company Grid Coordinate System for the Robert V. Scherer Plant. Georgia Power Company Coordinate, N=400+00, is coincident with Georgia State Plane Coordinate: West Zone Grid Meridian, N=1,114,000; Georgia Power Company Coordinate E=200+00, is coincident with Georgia State Plane Coordinate: West Zone Grid Meridian, E=610,000.

EXHIBIT 9-3

Turbine Lubricating Oil Storage Facility
Plant Scherer

ALL THAT TRACT or parcel of land situated, lying and being in the Fifth Land District of Monroe County, Georgia, and being more particularly described as follows:

BEGINNING AT A POINT coincident with Coordinates N=38,516.00, E=19,410.00; and running thence in a southerly direction to a point, which point is coincident with Coordinates N=38,442.50, E=19,410.00; running thence in a westerly direction to a point, which point is coincident with Coordinates N=38,442.50, E=19,338.67; running thence in a northerly direction to a point, which point is coincident with Coordinates N=38,516.00, E=19,338.67; running thence in an easterly direction to the Point of Beginning.

The property hereinabove described is more particularly described on that certain Blueprint of Survey, captioned "Plant Scherer, General Arrangement, Plant Site," dated February-12, 1976, last revised January 2, 1979, prepared for the Georgia Power Company by Southern Services, Inc., bearing Drawing No. E IM 1008, to which Blueprint of Survey reference is hereby made for all purposes.

Coordinates set forth in the foregoing description are based upon the Georgia Power Company Grid Coordinate System for the Robert W. Scherer Plant. Georgia Power Company Coordinate N=400-00, is coincident with Georgia State Plane Coordinate West Zone Grid Meridian, N=1,116,000; Georgia Power Company Coordinate E=200-00, is coincident with Georgia State Plane Coordinate West Zone Grid Meridian, E=610,000.

EXHIBIT D-4

Hydrogen and Nitrogen Bulk Storage Facility, Units One & 2
Plant Scherer

ALL THAT TRACT or parcel of land situated, lying and being
in the Fifth Land District of Monroe County, Georgia, and
being more particularly described as follows:

BEGINNING AT A POINT coincident with Coordinates N=38,110.50,
E=19,412.00; and running thence in a southerly direction to
a point, which point is coincident with Coordinates N=38,195.50,
E=19,412.00; running thence in a westerly direction to a
point, which point is coincident with Coordinates N=38,195.50,
E=19,368.00; running thence in a northerly direction to a
point, which point is coincident with Coordinates N=38,110.50,
E=19,368.00; running thence in an easterly direction to the
Point of Beginning.

The property hereinabove described is more particularly
described on that certain Blueprint of Survey, captioned "Plant
Scherer, General Arrangement, Plant Site," dated February 12,
1976, last revised January 2, 1979, prepared for the Georgia
Power Company by Southern Services, Inc., bearing Drawing No.
E IM 1008, to which Blueprint of Survey reference is hereby
made for all purposes.

Coordinates set forth in the foregoing description are based
upon the Georgia Power Company Grid Coordinate System for
the Robert W. Scherer Plant. Georgia Power Company Coordinate
N=400+00, is coincident with Georgia State Plane Coordinate,
West Zone Grid Meridian, N1,114,000; Georgia Power Company
Coordinate E=200+00 is coincident with Georgia State Plane
Coordinate, West Zone Grid Meridian, E=610,000.

EXHIBIT D-3

Water Treatment Building and Associated Storage Tanks
Plant Scherer

ALL THAT TRACT or parcel of land situated, lying and being in the Fifth Land District of Monroe County, Georgia, and being more particularly described as follows:

BEGINNING AT A POINT coincident with Coordinates N=38,450.00, E=20,260.00 and running thence in a southerly direction to a point, which point is coincident with Coordinates N=38,195.00, E=20,260.00; running thence in a westerly direction to a point, which point is coincident with Coordinates N=38,135.00, E=19,830.00; running thence in a northerly direction to a point, which point is coincident with Coordinates N=38,450.00, E=19,830.00; running thence in an easterly direction to the Point of Beginning.

The property hereinabove described is more particularly described on that certain Blueprint of Survey, captioned "Plant Scherer, General Arrangement, Plant Site," dated February 12, 1976, last revised January 2, 1979, prepared for the Georgia Power Company by Southern Services, Inc., bearing Drawing No. E IM 1008, to which Blueprint of Survey reference is hereby made for all purposes.

Coordinates set forth in the foregoing description are based upon the Georgia Power Company Grid Coordinate System for the Robert V. Scherer Plant. Georgia Power Company Coordinate N=400+00, is coincident with Georgia State Plane Coordinate West Zone Grid Meridian, N=1,114,000; Georgia Power Company Coordinate E=200+00 is coincident with Georgia State Plane Coordinate West Zone Grid Meridian, E=610,000.

EXHIBIT 2-4

Start Up Boilers
Plant Scherer

ALL THAT TRACT or parcel of land situated, lying and being in the Fifth Land District of Monroe County, Georgia, and being more particularly described as follows:

BEGINNING AT A POINT coincident with Coordinates N=39,336.00, E=19,303.00; and running thence in a southerly direction to a point, which point is coincident with Coordinates N=39,234.00, E=19,303.00; running thence in a westerly direction to a point, which point is coincident with Coordinates N=39,254.00, E=19,715.00; running thence in a northerly direction to a point, which point is coincident with Coordinates N=39,336.00, E=19,715.00; running thence in an easterly direction to the Point of Beginning.

The property hereinabove described is more particularly described on that certain Blueprint of Survey, captioned "Plant Scherer, General Arrangement, Plant Site," dated February 12, 1976, last revised January 2, 1979, prepared for the Georgia Power Company by Southern Services, Inc., bearing Drawing No. E IM 1008, to which Blueprint of Survey reference is hereby made for all purposes.

Coordinates set forth in the foregoing description are based upon the Georgia Power Company Grid Coordinate System for the Robert V. Scherer Plant. Georgia Power Company Coordinate N=400-00, is coincident with Georgia State Plane Coordinate: West Zone Grid Meridian, N=1,114,000; Georgia Power Company Coordinate E=200-00 is coincident with Georgia State Plane Coordinate: West Zone Grid Meridian, E=610,000.

EXHIBIT D-7

Units 3 & 4, Plant Scherer

ALL THAT TRACT or parcel of land situated, lying and being in the Fifth Land District of Monroe County, Georgia, and being more particularly described as follows:

BEGINNING AT A POINT coincident with Coordinates N=19,289.00, E=20,822.00 and running thence in a westerly direction to a point, which point is coincident with Coordinates N=19,289.00, E=19,468.00; running thence in a northerly direction to a point, which point is coincident with Coordinates N=19,425.00, E=19,468.00; running thence in a westerly direction to a point, which point is coincident with Coordinates N=19,425.00, E=19,128.00; running thence in a northerly direction to a point, which point is coincident with Coordinates N=40,119.00, E=19,128.00; running thence in a westerly direction to a point, which point is coincident with Coordinates N=40,119.00, E=18,668.00; running thence in a northerly direction to a point, which point is coincident with Coordinates N=40,509.00, E=18,668.00; running thence in a northeasterly direction to a point, which point is coincident with Coordinates N=40,736.00, E=18,836.00; running thence in a northerly direction to a point, which point is coincident with Coordinates N=40,986.00, E=18,840.00; running thence in a northeasterly direction to a point, which point is coincident with Coordinates N=41,063.00, E=20,373.00; running thence in a southerly direction to a point, which point is coincident with Coordinates N=19,895.00, E=20,567.00; running thence in a southeasterly direction to a point, which point is coincident with Coordinates N=19,805.00, E=20,822.00; running thence in an easterly direction to a point, which point is coincident with Coordinates N=19,805.00, E=21,207.00; running thence in a southerly direction to a point, which point is coincident with Coordinates N=19,695.00, E=21,207.00; running thence in a westerly direction to a point, which point is coincident with Coordinates N=19,695.00, E=20,822.00; running thence in a southerly direction to the Point of Beginning.

The property hereinabove described is more particularly described on that certain Blueprint of Survey, captioned "Plant Scherer, General Arrangement, Plant Site," dated February 12, 1976, last revised January 2, 1979, prepared for the Georgia Power Company, by Southern Services, Inc., bearing Drawing No. EPS 4035-75, to which Blueprint of Survey reference is hereby made for all purposes.

Coordinates set forth in the foregoing description are based upon the Georgia Power Company Grid Coordinate System for Robert W. Scherer Plant, Georgia Power Company Coordinate, N=400+00, is coincident with Georgia State Plane Coordinates West Zone Grid Meridian, N=1,116,000; Georgia Power Company Coordinate, E=200+00 is coincident with Georgia State Plane Coordinates West Zone Grid Meridian, E=610,000.

EXHIBIT D-4

**Fire Protection Building and Storage Tanks, Units 3 & 4
Plant Scherer**

ALL THAT TRACT or parcel of land situated, lying and being in the Fifth Land District of Monroe County, Georgia, and being more particularly described as follows:

BEGINNING AT A POINT coincident with Coordinates N=40,073.00, E=20,303.00; and running thence in a southerly direction to a point, which point is coincident with Coordinates N=19,951.10, E=20,303.00; running thence in a westerly direction to a point, which point is coincident with Coordinates N=19,951.10, E=19,860.00; running thence in a northerly direction to a point, which point is coincident with Coordinates N=40,073.00, E=19,360.00; running thence in an easterly direction to the Point of Beginning.

The property hereinabove described is more particularly described on that certain Blueprint of Survey, captioned "Plant Scherer, General Arrangement, Plant Site," dated February 12, 1976, last revised January 2, 1977, prepared for the Georgia Power Company by Southern Services, Inc., bearing Drawing No. E M 1008, to which Blueprint of Survey reference is hereby made for all purposes.

Coordinates set forth in the foregoing description are based upon the Georgia Power Company Grid Coordinate System for the Robert W. Scherer Plant. Georgia Power Company Coordinate, N=400+00, is coincident with Georgia State Plane Coordinate: West Zone Grid Meridian, N=1,114,000; Georgia Power Company Coordinate E=200+00 is coincident with Georgia State Plane Coordinate: West Zone Grid Meridian, E=610,000.

EXHIBIT D-4

Lighter Oil Storage Facility, Units 3 & 4
Plant Scherer

ALL THAT TRACT or parcel of land situated, lying and being in the Fifth Land District of Monroe County, Georgia, and being more particularly described as follows:

BEGINNING AT A POINT coincident with Coordinates N=40,604.78, E=20,500.00; and running thence in a southerly direction to a point, which point is coincident with Coordinates N=40,490.43, E=20,500.00; running thence in a westerly direction to a point, which point is coincident with Coordinates N=40,490.43, E=20,335.00; running thence in a northerly direction to a point, which point is coincident with Coordinates N=40,604.78, E=20,385.00; running thence in an easterly direction to the Point of Beginning.

The property hereinabove described is more particularly described on that certain blueprint of Survey, captioned "Plant Scherer, General Arrangement, Plant Site," dated February 12, 1976, last revised January 2, 1979, prepared for the Georgia Power Company by Southern Services, Inc., bearing Drawing No. T M 1308, to which blueprint of Survey reference is hereby made for all purposes.

Coordinates set forth in the foregoing description are based upon the Georgia Power Company Grid Coordinate System for the Robert V. Scherer Plant. Georgia Power Company Coordinate, N=400-00, is coincident with Georgia State Plane Coordinate: West Zone Grid Meridian, N=1,114,000; Georgia Power Company Coordinate E=200-00 is coincident with Georgia State Plane Coordinate: West Zone Grid Meridian, E=610,000.

EXHIBIT B-10

Start Up Boilers
Plant Scherer

ALL THAT TRACT or parcel of land situated, lying and being in the Fifth Land District of Monroe County, Georgia, and being more particularly described as follows:

BEGINNING AT A POINT coincident with Coordinates N=39,336.00, E=19,303.00; and running thence in a southerly direction to a point, which point is coincident with Coordinates N=39,234.00, E=19,303.00; running thence in a westerly direction to a point, which point is coincident with Coordinates N=39,234.00, E=19,715.00; running thence in a northerly direction to a point, which point is coincident with Coordinates N=39,336.00, E=19,715.00; running thence in an easterly direction to the Point of Beginning.

The property hereinabove described is more particularly described on that certain Blueprint of Survey, captioned "Plant Scherer, General Arrangement, Plant Site," dated February 12, 1976, last revised January 2, 1979, prepared for the Georgia Power Company by Southern Services, Inc., bearing Drawing No. E IM 1003, to which Blueprint of Survey reference is hereby made for all purposes.

Coordinates set forth in the foregoing description are based upon the Georgia Power Company Grid Coordinate System for the Robert W. Scherer Plant. Georgia Power Company Coordinate, N=400+00, is coincident with Georgia State Plane Coordinate: West Zone Grid Meridian, N=1,114,000; Georgia Power Company Coordinate E=200+00 is coincident with Georgia State Plane Coordinate: West Zone Grid Meridian, E=610,000.

EXHIBIT D-11

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Combustion Turbine, Plant Scherer

ALL THAT TRACT or parcel of land situated, lying and being in the Fifth Land District of Monroe County, Georgia, and being more particularly described as follows:

BEGINNING AT A POINT coincident with Coordinates N=19,819.00
E=18,285.00 and running thence in a northerly direction to a
point, which point is coincident with Coordinates N=40,119.00,
E=18,285.00; running thence in an easterly direction to a
point, which point is coincident with Coordinates N=40,119.00,
E=18,608.00; running thence in a northerly direction to a
point, which point is coincident with Coordinates N=40,521.00,
E=18,608.00; running thence in a northeasterly direction to
a point, which point is coincident with Coordinates N=40,809.00,
E=18,776.00; running thence in a northerly direction to a
point, which point is coincident with Coordinates N=41,181.00,
E=18,776.00; running thence in a westerly direction to a
point, which point is coincident with Coordinates N=41,181.00,
E=18,606.00; running thence in a northerly direction to a
point, which point is coincident with Coordinates N=41,581.00,
E=18,606.00; running thence in an easterly direction to a
point, which point is coincident with Coordinates N=41,581.00,
E=19,005.00; running thence in a southerly direction to a
point, which point is coincident with Coordinates N=41,181.00,
E=19,005.00; running thence in a westerly direction to a
point, which point is coincident with Coordinates N=41,181.00,
E=18,835.00; running thence in a southerly direction to a
point, which point is coincident with Coordinates N=40,986.00,
E=18,840.00; running thence in a southerly direction to a
point, which point is coincident with Coordinates N=40,786.00,
E=18,836.00; running thence in a southwesterly direction to
a point, which point is coincident with Coordinates N=40,509.00,
E=18,668.00; running thence in a southerly direction to a
point, which point is coincident with Coordinates N=40,119.00,
E=18,668.00; running thence in an easterly direction to a
point, which point is coincident with Coordinates N=40,119.00,
E=18,808.00; running thence in a southerly direction to a
point, which point is coincident with Coordinates N=19,819.00,
E=18,808.00; running thence in a westerly direction to the Point of Beginning.

The property hereinabove described is more particularly described on that certain Blueprint of Survey, captioned "Plant Scherer, General Arrangement, Plant Site," dated February 12, 1978, last revised January 2, 1979, prepared for the Georgia Power Company, by Southern Services, Inc., bearing Drawing No. ETS 4035-73, to which Blueprint of Survey reference is hereby made for all purposes.

Coordinates set forth in the foregoing description are based upon the Georgia Power Company Grid Coordinate System for Robert V. Scherer Plant. Georgia Power Company Coordinate, N=400-00; is coincident with Georgia State Plane Coordinate, West Zone Grid Meridian, N=1,114,000; Georgia Power Company Coordinate, E=200-00 is coincident with Georgia State Plane Coordinate, West Zone Grid Meridian, E=610,000.

EXHIBIT D-12

Training Building, Plant Scherer

ALL THAT TRACT or parcel of land situated, lying and being in the Fifth Land District of Monroe County, Georgia, and being more particularly described as follows:

BEGINNING AT A POINT coincident with Coordinates N=39,984.32, E=24,306.53 and running thence in a southeasterly direction to a point, which point is coincident with Coordinates N=39,954.00, E=24,430.00; running thence in a southeasterly direction to a point, which point is coincident with Coordinates N=39,941.17, E=24,306.03; running thence in a southeasterly direction to a point, which point is coincident with Coordinates N=39,939.19, E=24,525.53; running thence in a southeasterly direction to a point, which point is coincident with Coordinates N=39,892.38, E=24,609.26; running thence in a southeasterly direction to a point, which point is coincident with Coordinates N=39,756.13, E=24,718.20; running thence in a southeasterly direction to a point, which point is coincident with Coordinates N=39,637.08, E=24,789.53; running thence in a southwesterly direction to a point, which point is coincident with Coordinates N=39,574.43, E=24,724.00; running thence in a southwesterly direction to a point, which point is coincident with Coordinates N=39,469.21, E=24,688.82; running thence in a southwesterly direction to a point, which point is coincident with Coordinates N=39,323.36, E=24,619.62; running thence in a northwesterly direction to a point which point is coincident with Coordinates N=39,260.53, E=24,463.36; running thence in a northwesterly direction to a point, which point is coincident with Coordinates N=39,461.96, E=24,273.51; running thence in a northwesterly direction to a point, which point is coincident with Coordinates N=39,587.20, E=24,241.16; running thence in a northerly direction to a point, which point is coincident with Coordinates N=39,736.63, E=24,263.00; running thence in a northerly direction to the Point of Beginning.

The property hereinabove described is more particularly described on that certain Blueprint of Survey, captioned "Plant Scherer, General Arrangement, Plant Site," dated February 12, 1976, last revised January 2, 1979, prepared for the Georgia Power Company, by Southern Services, Inc., bearing Drawing No. E25 4035-73, to which Blueprint of Survey reference is hereby made for all purposes.

Coordinates set forth in the foregoing description are based upon the Georgia Power Company Grid Coordinate System for Robert V. Scherer Plant. Georgia Power Company Coordinate: N=400+00 is coincident with Georgia State Plane Coordinate: West Zone Grid Meridian; N=1,114,000; Georgia Power Company Coordinate: E=200+00 is coincident with Georgia State Plane Coordinate: West Zone Grid Meridian, E=610,000.

EXHIBIT D-13

DAVIS DEVELOPMENT CENTER TRACT, PLANNED SCHERER

ALL THAT TRACT or parcel of land situated, lying and being in Land Lots 149, 150, 151, 170, 171, 172 and 173, C.M.D. 466 of the Fifth Land District of Monroe County, Georgia, and being more particularly described as follows:

BEGINNING at an iron pin set at the point formed by the intersection of the southwesterly right-of-way line of Georgia Highway No. 87 (200-foot right-of-way, as located on October 25, 1979) and the westerly right-of-way line of Holly Grove Road (100-foot right-of-way, as located on October 25, 1979); running thence southwesterly along the westerly right-of-way line of Holly Grove Road and following the curvature thereof the following courses and distances: South 53 degrees 24 minutes West a distance of 324.15 feet to a point; South 60 degrees 39 minutes West a distance of 66.70 feet to a point; South 31 degrees 36 minutes 30 seconds West a distance of 138.57 feet to a point; South 46 degrees 54 minutes 30 seconds West a distance of 23.90 feet to a point; South 41 degrees 34 minutes 30 seconds West a distance of 23.90 feet to a point; South 38 degrees 21 minutes 30 seconds West a distance of 103.91 feet to a point; South 25 degrees 04 minutes West a distance of 61.60 feet to a point; South 22 degrees 38 minutes 30 seconds West a distance of 2,561.20 feet to a point; South 25 degrees 34 minutes West a distance of 98.08 feet to a point; South 39 degrees 35 minutes 30 seconds West a distance of 89.74 feet to a point; South 30 degrees 12 minutes West a distance of 89.23 feet to a point; South 32 degrees 32 minutes West a distance of 335.79 feet to an iron pin set at a point on the westerly right-of-way line of Holly Grove Road which point is coincident with Coordinates X=614,931.00, Y=1,115,824.56; thence leaving said right-of-way line and running North 65 degrees 03 minutes West a distance of 1,543.10 feet to an iron pin set at a point, which point is coincident with Coordinates X=613,331.95, Y=1,116,473.36; running thence North 23 degrees 08 minutes 30 seconds East a distance of 936.09 feet to an iron pin set at a point, which point is coincident with Coordinates X=614,002.92, Y=1,117,313.61; running thence North 63 degrees 15 minutes West a distance of 346.64 feet to an iron pin set at a point, which point is coincident with Coordinates X=613,678.77, Y=1,117,441.43, which point is hereinafter referred to as Point A; running thence North 69 degrees 15 minutes West a distance of 20 feet, more or less, to the centerline of the thread of Berry Creek; thence running in a northeasterly direction following the meanderings of the centerline of the thread of Berry Creek (the same being the boundary of the property herein described) to the point formed by the intersection of the centerline of the thread of Berry Creek and the southwesterly right-of-way line of Georgia Highway No. 87 (a 200-foot right-of-way); thence running South 44 degrees 46 minutes 30 seconds East a distance of 16 feet, more or less, to an iron pin recovered on said right-of-way line, said point being coincident with Coordinates X=613,648.47, Y=1,121,930.40; which point is hereinafter referred to as Point B, said Point B being located on a traverse line extending along the thread of Berry Creek from Point A to Point B the following courses and distances: North 27 degrees 34 minutes East a distance of 210.72 feet to a point; North 37 degrees 46 minutes 30 seconds East a distance of 217.30 feet to a point; North 43 degrees 56 minutes East a distance of 520.60 feet to a point; North 23 degrees 09 minutes East a distance of 476.64 feet to a point; North 14 degrees 09 minutes East a distance of 243.39 feet to a point; North 21 degrees 39 minutes East a distance of 207.63 feet to a point;

342.78 feet to a point; North 86 degrees 35 minutes 30 seconds East a distance of 136.32 feet to a point; North 27 degrees 23 minutes East a distance of 473.03 feet to a point; North 29 degrees 42 minutes 30 seconds East a distance of 361.79 feet to a point; North 32 degrees 05 minutes West a distance of 294.89 feet to a point; North 03 degrees 06 minutes 30 seconds West a distance of 353.92 feet to a point; North 52 degrees 40 minutes East a distance of 312.83 feet to a point; North 00 degrees 24 minutes 30 seconds West a distance of 304.79 feet to a point; South 68 degrees 34 minutes East a distance of 159.80 feet to a point; North 33 degrees 35 minutes East a distance of 372.77 feet to an iron pin recovered at a point, which point is coincident with Coordinates X=613,702.08, Y=1,121,493.65; North 43 degrees 46 minutes East a distance of 140.23 feet to a point; North 11 degrees 05 minutes West a distance of 152.27 feet to a point; North 33 degrees 23 minutes 30 seconds West a distance of 220.46 feet to Point B; from Point B, running thence southerly and easterly along the southwesterly right-of-way line of Georgia Highway No. 87 and following the curvature thereof the following courses and distances: South 46 degrees 46 minutes 30 seconds East a distance of 151.68 feet to a point; South 32 degrees 39 minutes East a distance of 360.37 feet to a point; South 23 degrees 19 minutes East a distance of 296.67 feet to a point; South 30 degrees 18 minutes 30 seconds East a distance of 163.81 feet to a point; South 23 degrees 22 minutes East a distance of 300.02 feet to a point; South 27 degrees 02 minutes East a distance of 299.11 feet to a point; South 25 degrees 34 minutes 30 seconds East a distance of 1,011.79 feet to a point; South 25 degrees 22 minutes East a distance of 204.18 feet to an iron pin recovered at a point on the southwesterly right-of-way line of Georgia Highway No. 87, which point is coincident with Coordinates X=617,021.51, Y=1,119,308.38; running thence South 25 degrees 38 minutes East a distance of 332.49 feet along the southwesterly right-of-way line of Georgia Highway No. 87 to an iron pin set at the Point of Beginning.

The property hereinabove described is more particularly described on that certain Blueprint of Survey, captioned "Plant Scherer, Skills Development Center Tract - Land Lots 149, 150, 151, 170, 171, 172 and 173, G.M.D. 466 of the Fifth Land District, Monroe County, Georgia" dated October 23, 1979, prepared for the Georgia Power Company, Land Department, Atlanta, Georgia, by Hugh W. Mercer, Jr., Georgia Registered Land Surveyor No. 1890, bearing Drawing No. N-35-30 to which Blueprint of Survey reference is hereby made for all purposes.

Coordinates set forth in the foregoing description are based upon the Georgia State Plane Coordinate System: West Zone Grid Meridian.

LEGAL DESCRIPTION

**Microwave Tower, Units 3 & 4
Plant Scherer**

ALL THAT TRACT or parcel of land situated, lying and being in the Fifth Land District of Monroe County, Georgia and which is situated within the circumferential boundary of a circle having a radius of 200 feet, and a centerpoint which is coincident with Coordinates N=410-00, E=182-50.

The property hereinabove described is more particularly described on that certain Blueprint of Survey, captioned "Plant Scherer, General Arrangement, Plant Site," dated February 12, 1976, last revised January 2, 1979, prepared for the Georgia Power Company by Southern Services, Inc., bearing Drawing No. E M 1068, to which Blueprint of Survey reference is hereby made for all purposes.

Coordinates set forth in the foregoing description are based upon the Georgia Power Company Grid Coordinate System for the Robert V. Scherer Plant. Georgia Power Company Coordinate N=400-00, is coincident with Georgia State Plane Coordinate West Zone Grid Meridian, N=1,114,000; Georgia Power Company Coordinate, E=200-00 is coincident with Georgia State Plane Coordinate West Zone Grid Meridian, E=610,000.

EXHIBIT B-15

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The properties described in Exhibits D-2 through D-7, inclusive,
and Exhibits D-9 through D-11, inclusive, which exhibits are
hereby incorporated herein by reference.

EXHIBIT "E"

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Units 3 & 4, Plant Scherer

ALL THAT TRACT or parcel of land situated, lying and being in the Fifth Land District of Monroe County, Georgia, and being more particularly described as follows:

BEGINNING AT A POINT coincident with Coordinates N=39,289.00, E=20,822.00 and running thence in a westerly direction to a point, which point is coincident with Coordinates N=39,289.00, E=19,468.00; running thence in a northerly direction to a point, which point is coincident with Coordinates N=39,425.00, E=19,468.00; running thence in a westerly direction to a point, which point is coincident with Coordinates N=39,425.00, E=19,128.00; running thence in a northerly direction to a point, which point is coincident with Coordinates N=40,119.00, E=19,128.00; running thence in a westerly direction to a point, which point is coincident with Coordinates N=40,119.00, E=18,668.00; running thence in a northerly direction to a point, which point is coincident with Coordinates N=40,509.00, E=18,668.00; running thence in a northeasterly direction to a point, which point is coincident with Coordinates N=40,786.00, E=18,836.00; running thence in a northerly direction to a point, which point is coincident with Coordinates N=40,986.00, E=18,840.00; running thence in a northeasterly direction to a point, which point is coincident with Coordinates N=41,063.00, E=20,373.00; running thence in a southerly direction to a point, which point is coincident with Coordinates N=39,895.00, E=20,367.00; running thence in a southeasterly direction to a point, which point is coincident with Coordinates N=39,805.00, E=20,822.00; running thence in an easterly direction to a point, which point is coincident with Coordinates N=39,805.00, E=21,207.00; running thence in a southerly direction to a point, which point is coincident with Coordinates N=39,595.00, E=21,207.00; running thence in a westerly direction to a point, which point is coincident with Coordinates N=39,595.00, E=20,822.00; running thence in a southerly direction to the Point of Beginning.

The property hereinabove described is more particularly described on that certain Blueprint of Survey, captioned "Plant Scherer, General Arrangement, Plant Site," dated February 12, 1976, last revised January 2, 1979, prepared for the Georgia Power Company, by Southern Services, Inc., bearing Drawing No. EPS 4035-73, to which Blueprint of Survey reference is hereby made for all purposes.

Coordinates set forth in the foregoing description are based upon the Georgia Power Company Grid Coordinate System for Robert V. Scherer Plant, Georgia Power Company Coordinate, N=400+00, is coincident with Georgia State Plane Coordinate, West Zone Grid Meridian, N=1,114,000; Georgia Power Company Coordinate, E=200+00 is coincident with Georgia State Plane Coordinate, West Zone Grid Meridian, E=610,000.

EXHIBIT "F"

- TRACT I: Fire Protection Building and Storage Tanks, Units
3 & 4 Plant Scherer: Exhibit G-1
- TRACT II: Lighter Oil Storage Facility, Units 3 & 4, Plant
Scherer: Exhibit G-2
- TRACT III: Start Up Boilers, Exhibit G-3, but only to the
extent the same lies within the boundaries of
Units 3 & 4 as described in the foregoing Exhibit F.

The aforesaid Exhibits G-1 through G-3, inclusive, are hereby
incorporated herein by reference.

EXHIBIT "G"

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**Fire Protection Building and Storage Tanks, Units 3 & 4
Plant Scherer**

ALL THAT TRACT or parcel of land situated, lying and being in the Fifth Land District of Monroe County, Georgia, and being more particularly described as follows:

BEGINNING AT A POINT coincident with Coordinates N=40,075.00, E=29,303.00; and running thence in a southerly direction to a point, which point is coincident with Coordinates N=39,951.10, E=20,303.00; running thence in a westerly direction to a point, which point is coincident with Coordinates N=39,951.10, E=19,860.00; running thence in a northerly direction to a point, which point is coincident with Coordinates N=40,075.00, E=19,860.00; running thence in an easterly direction to the Point of Beginning.

The property hereinabove described is more particularly described on that certain Blueprint of Survey, captioned "Plant Scherer, General Arrangement, Plant Site," dated February 12, 1975, last revised January 2, 1977, prepared for the Georgia Power Company by Southern Services, Inc., bearing Drawing No. I M 1008, to which Blueprint of Survey reference is hereby made for all purposes.

Coordinates set forth in the foregoing description are based upon the Georgia Power Company Grid Coordinate System for the Robert V. Scherer Plant. Georgia Power Company Coordinate N=400-00, is coincident with Georgia State Plane Coordinate West Zone Grid Meridian, N=1,114,000; Georgia Power Company Coordinate E=200-00 is coincident with Georgia State Plane Coordinate West Zone Grid Meridian, E=610,000.

EXHIBIT C-1

Lighter Oil Storage Facility, Units 3 & 4
Plant Scherer

ALL THAT TRACT or parcel of land situated, lying and being in the Fifth Land District of Monroe County, Georgia, and being more particularly described as follows:

BEGINNING AT A POINT coincident with Coordinates N=40,604.78, E=20,500.00; and running thence in a southerly direction to a point, which point is coincident with Coordinates N=40,490.43, E=20,500.00; running thence in a westerly direction to a point, which point is coincident with Coordinates N=40,490.43, E=20,335.00; running thence in a northerly direction to a point, which point is coincident with Coordinates N=40,604.78, E=20,385.00; running thence in an easterly direction to the Point of Beginning.

The property hereinabove described is more particularly described on that certain Blueprint of Survey, captioned "Plant Scherer, General Arrangement, Plant Site," dated February 12, 1976, last revised January 2, 1979, prepared for the Georgia Power Company by Southern Services, Inc., bearing Drawing No. E IM 1008, to which Blueprint of Survey reference is hereby made for all purposes.

Coordinates set forth in the foregoing description are based upon the Georgia Power Company Grid Coordinate System for the Robert V. Scherer Plant. Georgia Power Company Coordinate N=400+00, is coincident with Georgia State Plane Coordinate West Zone Grid Meridian, N=1,114,000; Georgia Power Company Coordinate E=200+00 is coincident with Georgia State Plane Coordinate West Zone Grid Meridian, E=610,000.

EXHIBIT C-2

Start Up Boilers
Plant Scherer

ALL THAT TRACT or parcel of land situated, lying and being in the Fifth Land District of Monroe County, Georgia, and being more particularly described as follows:

BEGINNING AT A POINT coincident with Coordinates N=39,336.00, E=19,303.00; and running thence in a southerly direction to a point, which point is coincident with Coordinates N=39,234.00, E=19,303.00; running thence in a westerly direction to a point, which point is coincident with Coordinates N=39,234.00, E=19,715.00; running thence in a northerly direction to a point, which point is coincident with Coordinates N=39,336.00, E=19,715.00; running thence in an easterly direction to the Point of Beginning.

The property hereinabove described is more particularly described on that certain Blueprint of Survey, captioned "Plant Scherer, General Arrangement, Plant Site," dated February 12, 1976, last revised January 2, 1979, prepared for the Georgia Power Company by Southern Services, Inc., bearing Drawing No. E M 1008, to which Blueprint of Survey reference is hereby made for all purposes.

Coordinates set forth in the foregoing description are based upon the Georgia Power Company Grid Coordinate System for the Robert W. Scherer Plant. Georgia Power Company Coordinate, N=400+00, is coincident with Georgia State Plane Coordinate: West Zone Grid Meridian, N=1,116,000; Georgia Power Company Coordinate E=200+00 is coincident with Georgia State Plane Coordinate: West Zone Grid Meridian, E=610,000.

EXHIBIT C-3

TRACT I: Training Building, Plant Scherer, as described in Exhibit H-1 attached hereto and hereby made a part hereof.

TRACT II: Skills Development Center Tract, Plant Scherer, as described in Exhibit H-2 attached hereto and hereby made a part hereof.

TRACT III: Microwave Tower, Units 3 & 4 Plant Scherer, as described in Exhibit H-3 attached hereto and hereby made a part hereof.

EXHIBIT "H"

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Training Building, Plant Scherer

ALL THAT TRACT or parcel of land situated, lying and being in the Fifth Land District of Monroe County, Georgia, and being more particularly described as follows:

BEGINNING AT A POINT coincident with Coordinates N=39,984.52, E=24,306.53 and running thence in a southeasterly direction to a point, which point is coincident with Coordinates N=39,954.00, E=24,480.00; running thence in a southeasterly direction to a point, which point is coincident with Coordinates N=39,943.17, E=24,506.03; running thence in a southeasterly direction to a point, which point is coincident with Coordinates N=39,939.19, E=24,525.33; running thence in a southeasterly direction to a point, which point is coincident with Coordinates N=39,892.38, E=24,609.26; running thence in a southeasterly direction to a point, which point is coincident with Coordinates N=39,756.13, E=24,718.20; running thence in a southeasterly direction to a point, which point is coincident with Coordinates N=39,657.08, E=24,789.53; running thence in a southwesterly direction to a point, which point is coincident with Coordinates N=39,574.43, E=24,724.00; running thence in a southwesterly direction to a point, which point is coincident with Coordinates N=39,469.21, E=24,688.82; running thence in a southwesterly direction to a point, which point is coincident with Coordinates N=39,323.36, E=24,619.62; running thence in a northwesterly direction to a point which point is coincident with Coordinates N=39,360.53, E=24,463.36; running thence in a northwesterly direction to a point, which point is coincident with Coordinates N=39,461.96, E=24,273.51; running thence in a northwesterly direction to a point, which point is coincident with Coordinates N=39,587.20, E=24,241.16; running thence in a northerly direction to a point, which point is coincident with Coordinates N=39,756.63, E=24,265.00; running thence in a northerly direction to the Point of Beginning.

The property hereinabove described is more particularly described on that certain Blueprint of Survey, captioned "Plant Scherer, General Arrangement, Plant Site," dated February 12, 1976, last revised January 2, 1979, prepared for the Georgia Power Company, by Southern Services, Inc., bearing Drawing No. IPS 4035-75, to which Blueprint of Survey reference is hereby made for all purposes.

Coordinates set forth in the foregoing description are based upon the Georgia Power Company Grid Coordinate System for Robert V. Scherer Plant. Georgia Power Company Coordinate, N=400+00 is coincident with Georgia State Plane Coordinate West Zone Grid Meridian, N=1,116,000; Georgia Power Company Coordinate, E=200+00 is coincident with Georgia State Plane Coordinate West Zone Grid Meridian, E=610,000.

EXHIBIT 2-1

Skills Development Center Tract, Plant Scherer

ALL THAT TRACT or parcel of land situated, lying and being in Land Lots 149, 150, 151, 170, 171, 172 and 173, C.M.D. 466 of the Fifth Land District of Monroe County, Georgia, and being more particularly described as follows:

BEGINNING at an iron pin set at the point formed by the intersection of the southwesterly right-of-way line of Georgia Highway No. 87 (200-foot right-of-way, as located on October 23, 1979) and the westerly right-of-way line of Holly Grove Road (100-foot right-of-way, as located on October 23, 1979); running thence southwesterly along the westerly right-of-way line of Holly Grove Road and following the curvature thereof the following courses and distances: South 63 degrees 24 minutes West a distance of 324.11 feet to a point; South 60 degrees 39 minutes West a distance of 65.70 feet to a point; South 51 degrees 56 minutes 30 seconds West a distance of 108.57 feet to a point; South 46 degrees 54 minutes 30 seconds West a distance of 28.90 feet to a point; South 41 degrees 34 minutes 30 seconds West a distance of 23.90 feet to a point; South 36 degrees 31 minutes 30 seconds West a distance of 108.91 feet to a point; South 25 degrees 04 minutes West a distance of 61.60 feet to a point; South 22 degrees 58 minutes 30 seconds West a distance of 2,561.20 feet to a point; South 25 degrees 34 minutes West a distance of 98.08 feet to a point; South 39 degrees 35 minutes 30 seconds West a distance of 89.74 feet to a point; South 50 degrees 12 minutes West a distance of 89.23 feet to a point; South 52 degrees 32 minutes West a distance of 335.79 feet to an iron pin set at a point on the westerly right-of-way line of Holly Grove Road which point is coincident with Coordinates X=614,351.00, Y=1,113,824.36; thence leaving said right-of-way line and running North 65 degrees 03 minutes West a distance of 1,543.10 feet to an iron pin set at a point, which point is coincident with Coordinates X=613,551.95, Y=1,116,475.56; running thence North 23 degrees 08 minutes 30 seconds East a distance of 956.09 feet to an iron pin set at a point, which point is coincident with Coordinates X=614,002.92, Y=1,117,318.61; running thence North 69 degrees 15 minutes West a distance of 346.54 feet to an iron pin set at a point, which point is coincident with Coordinates X=613,578.77, Y=1,117,441.43, which point is hereinafter referred to as Point A; running thence North 67 degrees 13 minutes West a distance of 20 feet, more or less, to the centerline of the thread of Berry Creek; thence running in a northeasterly direction following the meanderings of the centerline of the thread of Berry Creek (the same being the boundary of the property herein described) to the point formed by the intersection of the centerline of the thread of Berry Creek and the southwesterly right-of-way line of Georgia Highway No. 87 (a 200-foot right-of-way); thence running South 44 degrees 46 minutes 30 seconds East a distance of 16 feet, more or less, to an iron pin recovered on said right-of-way line, said point being coincident with Coordinates X=613,648.47, Y=1,121,930.40; which point is hereinafter referred to as Point B, said Point B being located on a traverse line extending along the thread of Berry Creek from Point A to Point B the following courses and distances: North 27 degrees 34 minutes East a distance of 210.72 feet to a point; North 87 degrees 46 minutes 30 seconds East a distance of 217.50 feet to a point; North 43 degrees 56 minutes East a distance of 620.60 feet to a point; North 25 degrees 09 minutes East a distance of 476.54 feet to a point; North 14 degrees 09 minutes East a distance of 245.39 feet to a point; North 21 degrees 59 minutes East a distance of 207.43 feet to a point;

362.76 feet to a point; North 36 degrees 23 minutes 30 seconds East a distance of 136.32 feet to a point; North 27 degrees 23 minutes East a distance of 475.03 feet to a point; North 29 degrees 42 minutes 30 seconds East a distance of 361.79 feet to a point; North 32 degrees 05 minutes West a distance of 234.89 feet to a point; North 03 degrees 06 minutes 30 seconds West a distance of 333.92 feet to a point; North 32 degrees 40 minutes East a distance of 312.83 feet to a point; North 00 degrees 26 minutes 30 seconds West a distance of 304.79 feet to a point; South 63 degrees 34 minutes East a distance of 159.80 feet to a point; North 33 degrees 35 minutes East a distance of 372.77 feet to an iron pin recovered at a point, which point is coincident with Coordinates X=613,702.08, Y=1,121,495.65; North 43 degrees 46 minutes East a distance of 140.23 feet to a point; North 11 degrees 05 minutes West a distance of 152.27 feet to a point; North 33 degrees 23 minutes 30 seconds West a distance of 220.45 feet to Point 3; from Point 3, running thence southerly and easterly along the southwesterly right-of-way line of Georgia Highway No. 87 and following the curvature thereof the following courses and distances: South 44 degrees 46 minutes 30 seconds East a distance of 151.58 feet to a point; South 32 degrees 59 minutes East a distance of 360.37 feet to a point; South 23 degrees 19 minutes East a distance of 296.67 feet to a point; South 30 degrees 12 minutes 30 seconds East a distance of 153.81 feet to a point; South 23 degrees 22 minutes East a distance of 300.02 feet to a point; South 27 degrees 02 minutes East a distance of 239.11 feet to a point; South 26 degrees 34 minutes 30 seconds East a distance of 1,011.79 feet to a point; South 25 degrees 22 minutes East a distance of 204.18 feet to an iron pin recovered at a point on the southwesterly right-of-way line of Georgia Highway No. 87, which point is coincident with Coordinates X=617,021.31, Y=1,119,508.58; running thence South 25 degrees 38 minutes East a distance of 332.49 feet along the southwesterly right-of-way line of Georgia Highway No. 87 to an iron pin set at the Point of Beginning.

The property hereinabove described is more particularly described on that certain Blueprint of Survey, captioned "Plant Scherer, Skills Development Center Tract - Land Lots 149, 150, 151, 170, 171, 172 and 173, G.M.D. 446 of the Fifth Land District, Monroe County, Georgia" dated October 25, 1979, prepared for the Georgia Power Company, Land Department, Atlanta, Georgia, by Hugh W. Mercer, Jr., Georgia Registered Land Surveyor No. 1890, bearing Drawing No. X-83-30 to which Blueprint of Survey reference is hereby made for all purposes.

Coordinates set forth in the foregoing description are based upon the Georgia State Plans Coordinate System: West Zone Grid Meridian.

LEGAL DESCRIPTION

**Microwave Tower, Units 3 & 4
Plant Scherer**

ALL THAT TRACT or parcel of land situated, lying and being in the Fifth Land District of Monroe County, Georgia and which is situated within the circumferential boundary of a circle having a radius of 200 feet, and a centerpoint which is coincident with Coordinates N=410-00, E=182-50.

The property hereinabove described is more particularly described on that certain Blueprint of Survey, captioned "Plant Scherer, General Arrangement, Plant Site," dated February 11, 1976, last revised January 2, 1979, prepared for the Georgia Power Company by Southern Services, Inc., bearing Drawing No. E IM 1008, to which Blueprint of Survey reference is hereby made for all purposes.

Coordinates set forth in the foregoing description are based upon the Georgia Power Company Grid Coordinate System for the Robert V. Scherer Plant. Georgia Power Company Coordinate, N=400-00, is coincident with Georgia State Plane Coordinate, West Zone Grid Meridian, N=1,114,000; Georgia Power Company Coordinate, E=200-00 is coincident with Georgia State Plane Coordinate, West Zone Grid Meridian, E=610,000.

EXHIBIT 2-3

a) Intentionally Omitted.

b) Taxes for 1980 and subsequent years. Exception is taken for any 1979 taxes which may become due and payable upon final approval of the 1979 Tax Digest of Monroe County, Georgia.
NOTE: 1979 Taxes were collected at 1978 levels pending final approval of the 1979 digest.

c) That portion of subject property lying within the boundaries of roads, easements and rights of way.

d) Unrecorded Quit Claim Deed for road purposes from Georgia Power Company to Monroe County, dated March 2, 1976, conveying property in Land Lots 116, 117 and 140 of the 5th District of Monroe County, Georgia, as shown on map entitled Plant Scherer (Luther Smith Road and Redding Road Relocation Right-of-Way Map), prepared by Georgia Power Company's General Engineering Department, designated as Location Map 10-503 (Sheet No. M-10046).

e) Unrecorded Lease Agreement between the Georgia Department of Natural Resources and the Georgia Power Company concerning The Opening to Public Hunting of the Run Creek Portion of Georgia Power Company Lands, dated November 5, 1975.

f) Rights of others in and to that certain cemetery located on subject property and the right of ingress and egress thereto. (Located in Land Lot 25 of the 5th District of Monroe County, Georgia and shown on Georgia Power Company Survey entitled Property of Franklin E. & Virginia K. Renick, Drawing MN-84-26).

g) Overhead Right-of-Way Easement from Georgia Power Company to The Central Georgia Electric Membership Corporation for a 30-foot Right-of-Way in Land Lot 86 of the 5th District of said County, dated 4/17/75 and recorded in Deed Book 100, page 341, aforesaid records.

h) Easement from Georgia Power Company to Atlanta Gas Light Company, recorded in Deed Book 114, page 683, aforesaid records.

i) Drainage easements contained in Right of Way Deed from Georgia Power Company to Monroe County dated 4/4/78, recorded in Deed Book 113, page 691, aforesaid records.

j) Right-of-Way Deed from Armstrong Cork Company to Atlanta Gas Light Company for right-of-way over 40-foot strip containing 3.7 acres with right of ingress and egress reserved in first party over said 40-foot strip and right of second party to ingress and egress over lands adjoining said 40-foot strip dated 6/15/67 and recorded in Deed Book 76, page 539, aforesaid records. (Tr.1-1)

k) Drainage Rights contained in Right-of-Way Deed from Miss Dixie Ponder to Highway Board of Georgia for 200-foot right-of-way for Macon-Jackson Public Road R/A Highway 887 dated 12/5/39, recorded in Deed Book 51, page 26, aforesaid records.

l) General Permit from Dixie Ponder to Southern Bell Telephone and Telegraph Company to construct, operate and maintain its lines, dated 7/23/60, recorded in Deed Book 52, page 219, aforesaid records.

m) Grant of Easement from D. S. Driskell and Mrs. Belle M. Driskell to Atlanta Gas Light Company, dated 4/15/67, recorded in Deed Book 76, page 480, aforesaid records, to construct, maintain, inspect, operate, etc., a gas main or mains, etc. for transportation of natural gas, etc. together with right of ingress and egress to and from same.

EXHIBIT I

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n) Drainage Easement contained in Right-of-Way Deed from W. B. Freeman and R. L. Williams to State Highway Department of Georgia, dated 8/1/50, recorded in Deed Book 59, page 185, aforesaid records, for right-of-way on Highway 18 bearing from 10 to 40 feet in width, 4.46 acres. (Tr. I-13)

o) Drainage Easement contained in Right-of-Way Deed from W. B. Freeman and R. L. Williams to State Highway Department of Georgia, dated 8/1/50, recorded in Deed Book 59, page 186, aforesaid records, for right-of-way along State Highway 18 bearing from 25 to 40 feet being 1.002 acres. (Tr. I-13)

p) Drainage Easement contained in Right-of-Way Deed from W. B. Freeman and R. L. Williams to State Highway Department of Georgia dated 8/1/50, recorded in Deed Book 59, page 187, aforesaid records, for right-of-way along State Highway 18, 40 feet in width, being 4.45 acres. (Tr. I-13).

q) Drainage Easement contained in Right-of-Way Deed from W. B. Freeman and R. L. Williams to State Highway Department of Georgia dated 8/1/50, recorded in Deed Book 59, page 188, for right-of-way along State Highway 18, 40 feet in width, being 7.3476 acres. (Tr. I-13)

r) General Permit from John T. Middlebrooks to Southern Bell Telephone & Telegraph Company dated 3/5/36, recorded in Deed Book 48, page 403, aforesaid records. (Tr. I-14)

s) Drainage rights contained in Right-of-Way Deed from J. W. J. Taylor to State Highway Board of Georgia, dated 8/3/39, recorded in Deed Book 50, page 293, for 200-foot right of way, Macon to Jackson Road, being 9.595 acres. (Tr. I-14)

t) Drainage rights contained in Right-of-Way Deed from Mrs. John T. Middlebrooks to State Highway Board of Georgia, dated 8/10/39, recorded in Deed Book 50, page 294, aforesaid records, for 200-foot right of way, Macon to Jackson Road, being 12.396 acres. (Tr. I-14)

u) Drainage rights contained in Right-of-Way Deed from Mrs. John T. Middlebrooks to State Highway Board of Georgia dated 8/10/39, recorded in Deed Book 50, page 294, aforesaid records, being 200-foot right of way, Macon to Jackson Road, 1.928 acres. (Tr. I-14)

v) Drainage rights contained in Right-of-Way Deed from J. W. J. Taylor to State Highway Board of Georgia dated 8/3/39, recorded in Deed Book 50, page 311, for 200-foot right of way, Macon to Jackson Road, being 11.965 acres. (Tr. I-14)

w) Drainage rights contained in Right-of-Way Deed from E. L. Williams to State Highway Department of Georgia, no date given, recorded 12/11/46, Deed Book 54, page 227, aforesaid records, for 200-foot right of way, Macon to Jackson Road. (Tr. I-14)

x) Drainage rights contained in Right-of-Way Deed from Interstate Land & Improvement Company to State Highway Department of Georgia, no date given, filed 2/2/50, Deed Book 57, page 627, for 40 feet on State Highway 18. (Tr. I-14)

y) Drainage rights contained in Right-of-Way Deed from Interstate Land & Improvement Company to State Highway Department of Georgia dated 8/22/50, recorded in Deed Book 59, page 201, various widths along State Highway 18. (Tr. I-14)

z) Drainage rights contained in Right-of-Way Deed from Interstate Land & Improvement Company to State Highway Department of Georgia dated 3/4/55, recorded in Deed Book 63, page 62, for widths of 100 to 130 feet along Macon-Jackson Highway #87. (Tr. I-14)

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aa) Drainage rights contained in Right-of-Way Deed from Interstate Land & Improvement Company to State Highway Department of Georgia dated 5/18/35, recorded in Deed Book 63, page 137, aforesaid records, for right-of-way of 100 feet to 130 feet, Macon to Jackson Highway 187.

bb) General Permit from E. M. Williams to Southern Bell Telephone & Telegraph Company dated 11/9/35, recorded in Deed Book 48, page 200, aforesaid records, to widen right of way to 50 feet. (Tr. I-14)

cc) General Permit from E. M. Williams to Southern Bell Telephone & Telegraph Company, dated 11/9/35, recorded in Deed Book 48, page 200, aforesaid records, to widen right of way to 50 feet. (Tr. I-14)

dd) General Permit from E. M. Williams to Southern Bell Telephone & Telegraph Company dated 11/9/35, recorded in Deed Book 48, page 201, aforesaid records, for 50-foot clearance between poles. (Tr. I-14)

ee) General Permit from E. M. Williams to Southern Bell Telephone & Telegraph Company dated 11/9/35, recorded in Deed Book 48, page 201, to widen right of way to 50-foot clearance between poles. (Tr. I-14)

ff) Drainage rights contained in Right-of-Way Deed from Georgia Kraft Company to Atlanta Gas Light Company, dated 6/30/67, recorded in Deed Book 76, page 349, aforesaid records, for a strip of land 40 feet in width containing 1.96 acres. (Tr. I-14)

gg) Right-of-Way easement from Georgia Kraft Company to The Central Georgia Electric Membership Corporation dated 1/7/70, recorded in Deed Book 81, page 401, aforesaid records, for 1.08 acres in Land Lot 217. (Tr. I-14)

hh) Easement from B. L. Goodsby to Atlanta Gas Light Company dated 4/15/67, recorded in Deed Book 76, page 482, for right to lay gas mains and maintain same. (Tr. I-17)

ii) Easement for roadway from W. A. Harden, Lee T. Newton and Graham Wright, Jr. to American Telephone and Telegraph Company dated 7/14/66, aforesaid records, Deed Book 76, page 69, being 20 feet wide and 880 feet long. (Tr. I-19)

jj) Easement from Graham Wright, Jr. Lee T. Newton and W. A. Harden to American Telephone and Telegraph Company dated 11/11/65, recorded in Deed Book 74, page 418, aforesaid records. (Tr. I-19)

kk) Easement from Homer L. Haygood, Jr. to The Central Georgia Electric Membership Corporation dated 1/23/73, recorded in Deed Book 92, page 363, aforesaid records, for 10-foot wide strip being 400 feet long and running parallel to Holly Grove Road. (Tr. I-21)

ll) Easement from Estee Ivey and Maggie L. Ivey to American Telephone & Telegraph Company dated 3/16/65, recorded in Deed Book 74, page 516, for a 20-foot strip across land of undersigned. (Tr. I-25)

mm) Easement from J. B. Murray to The Central Georgia Electric Membership Corporation, dated 3/23/73, recorded in Deed Book 92, page 364, aforesaid records, for strip of land 10 feet wide lying 20 feet west of and parallel to the western margin of Holly Grove Road being 600 feet long. (Tr. I-26)

nn) General Permit from W. H. Newton to Southern Telephone & Telegraph Company dated 10/3/29, recorded in Deed Book 43, page 61, aforesaid records. (General Easement for all property I own in Monroe County). Tr. I-27)

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oo) Easement from John W. Roberts to The Central Georgia Electric Membership Corporation dated 7/19/73, recorded in Deed Book 93, page 765, for 30-foot strip lying adjacent to Holly Grove Road being 400 feet in length. (Tr. I-30)

pp) Easement from J. T. Doster and Mrs. Vera A. Doster to American Telephone & Telegraph Company dated 3/12/63, recorded in Deed Book 74, page 317, aforesaid records, being a 20-foot wide strip. (Tr. I-31)

qq) Easement for roadway from E. L. Williams, Sr. to American Telephone & Telegraph Company dated 6/10/66, recorded in Deed Book 76, page 15, aforesaid records, for easement 20 feet in width suitable for vehicular traffic. (Tr. I-33)

rr) Easement from Frank J. Williams to Atlanta Gas Light Company dated 4/21/67, recorded in Deed Book 76, page 477, right-of-way being 40 feet in width. (Tr. I-34)

ss) Easement from E. M. Williams to The Central Georgia Electric Membership Corporation, dated 1/4/38, recorded in Deed Book 49, page 555, aforesaid records, being one acre, more or less. (Tr. I-35)

tt) Easement from E. M. Williams to The Central Georgia Electric Membership Corporation dated 1/4/38, recorded in Deed Book 49, page 563, aforesaid records, being one acre, more or less. (Tr. I-35)

uu) Easement from Frank J. Williams to James L. Williams to Atlanta Gas Light Company dated 4/21/67, recorded in Deed Book 76, page 476, being 40 feet in width. (Tr. I-35)

vv) Right-of-Way Easement from Frank J. Williams and James L. Williams to Atlanta Gas Light Company dated 7/10/69, recorded in Deed Book 79, page 719, aforesaid records, for tract of land 240 feet long and 20 feet wide. (Tr. I-35)

ww) Easement from Mrs. Geo. A. Zellner to Southern Bell Telephone & Telegraph Company dated 10/3/29, recorded in Deed Book 45, page 64, aforesaid records, to construct, operate and maintain its lines over all property I own in Monroe County. (Tr. I-37)

xx) Drainage Easements contained in Right of Way Deed from A. Lee Vaughn, Fred Vaughn and T. B. Vaughn to Monroe County, Georgia dated June 2, 1959, filed March 11, 1960, 1:00 p.m., recorded in Deed Book 69, page 213, aforesaid records. (Tr. II-1)

yy) Easement from R. W. Edenfield to American Telephone and Telegraph Company, dated July 9, 1965, filed x-x-x, no time, recorded in Deed Book 74, page 398, aforesaid records. (Tr. II-3)

zz) Easement for Roadway from R. W. Edenfield to American Telephone & Telegraph Company, dated June 15, 1966, filed x-x-x, no time, recorded in Deed Book 76, page 28, aforesaid records. (Tr. II-3)

aaa) Drainage easements contained in Right of Way Deed from R. L. Williams to State Highway Department of Georgia, dated July 26, 1950, filed August 25, 1950, 4:45 p.m., recorded in Deed Book 59, page 184, aforesaid records. (Tr. II-4)

bbb) Easement from D. J. Corley, individually and for Mattie Belle Little Corley as her guardian to American Telephone and Telegraph Company, dated August 9, 1963, filed x-x-x, no time, recorded in Deed Book 74, page 317, aforesaid records. (Tr. II-5)

ccc) Drainage easements contained in Right of Way Deed from D. M. Johnson to Monroe County, Georgia, dated x-x-x, filed x-x-x, no time, recorded in Deed Book 50, page 233, aforesaid records. (Tr. II-7)

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ddd) Drainage easements contained in Right of Way Deed from Mr. J. C. Starr to Monroe County, Georgia, dated May 15, 1959, filed March 11, 1960, 1:00 p.m., recorded in Deed Book 69, page 206, aforesaid records. (Tr. II-7)

eee) Easement from Geraldine G. Ham to Atlanta Gas Light Company, dated May 31, 1967, filed x-x-x, no time, recorded in Deed Book 76, page 368, aforesaid records. (Tr. II-7)

fff) Easement from Joseph Clay Starr to Atlanta Gas Light Company, dated May 26, 1967, filed x-x-x, no time, recorded in Deed Book 76, page 369, aforesaid records. (Tr. II-7)

ggg) Easement from Mrs. Mary S. Mullis to Atlanta Gas Light Company, dated May 3, 1967, filed x-x-x, no time, recorded in Deed Book 76, page 370, aforesaid records. (Tr. II-7)

hhh) Easement from Mrs. Martha S. Cass to Atlanta Gas Light Company, dated May 31, 1967, filed x-x-x, no time, recorded in Deed Book 76, page 371, aforesaid records. (Tr. II-7)

iii) Easement from Mrs. Joyce McClelland and Mrs. Virginia S. Mercer to Atlanta Gas Light Company, dated May 28, 1967, filed x-x-x, no time, recorded in Deed Book 76, page 372, aforesaid records. (Tr. II-7)

jjj) Easement from William S. Starr to Atlanta Gas Light Company, dated May 26, 1967, filed x-x-x, no time, recorded in Deed Book 76, page 373, aforesaid records. (Tr. II-7)

kkk) Easement from Joe C. Starr, Virginia Starr, and Melvin Lundy (tenant) to Atlanta Gas Light Company, dated April 11, 1967, filed x-x-x, no time, recorded in Deed Book 76, page 374, aforesaid records. (Tr. II-7)

lll) Right of Way Easement from Joe Starr to The Central Georgia Electric Membership Corporation, dated June 21, 1977, filed July 11, 1977, 9:10 a.m., recorded in Deed Book 110, page 144, aforesaid records. (Tr. II-7)

mmm) Drainage easements contained in Right of Way Deed from T. E. Abernathy to Monroe County, Georgia, dated x-x-x, filed x-x-x, no time, recorded in Deed Book 50, page 252, aforesaid records. (Tr. II-9)

nnn) Drainage easements contained in Right of Way Deed from T. E. Abernathy to Monroe County, Georgia, recorded in Deed Book 50, page 251, aforesaid records. (Tr. II-9)

ooo) Drainage easements contained in Right of Way Deed from Jake T. Doster, Jr. to Monroe County, Georgia, dated April 7, 1959, filed March 11, 1960, 1:00 p.m., recorded in Deed Book 69, page 164, aforesaid records. (Tr. II-9)

ppp) Easement from Jimmie R. Daniels to Atlanta Gas Light Company, dated April 10, 1967, filed x-x-x, no time, recorded in Deed Book 76, page 308, aforesaid records. (Tr. II-9)

qqq) General Permit from E. M. Williams to Southern Bell Telephone and Telegraph Co. Incorporated, dated November 9, 1935, filed x-x-x, no time, recorded in Deed Book 48, page 201, aforesaid records. (Tr. II-10)

rrr) Drainage easements contained in Right of Way Deed from Jeffreys McElrath Mfg. Co., et al to Monroe County, dated x-x-x, 1953, filed x-x-x, no time, recorded in Deed Book 58, page 479, said records. (Tr. II-10)

sss) Drainage easements contained in Right of Way Deed from Jeffreys McElrath Manufacturing Company to State Highway Department of Georgia, dated August 1, 1950, filed September 16, 1950, 1:00 p.m., recorded in Deed Book 59, page 212, aforesaid records. (Tr. II-10)

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ttt) Drainage easements contained in Right of Way Deed from Frank Green to Monroe County, Georgia, dated April 23, 1959, filed March 11, 1960, 1:00 p.m., recorded in Deed Book 69, page 178, aforesaid records. (Tr. II-12)

uuu) Drainage easement contained in Right of Way Deed from Jeff Little to Monroe County, Georgia, dated November 10, 1941, filed x-x-x, no time, recorded in Deed Book 31, page 427, aforesaid records. (Tr. II-15)

vvv) Drainage easement contained in Right of Way Deed from L. E. Zellner and C. D. Hollis to Highway Board of Georgia, dated x-x-x, filed x-x-x, no time, recorded in Deed Book 31, page 341, aforesaid records. (Tr. II-15)

www) Drainage easement contained in Right of Way Deed from C. D. Hollis and L. E. Zellner to Monroe County, Georgia, dated June 2, 1959, filed March 11, 1960, 1:00 p.m., recorded in Deed Book 69, page 218, aforesaid records. (Tr. II-15)

xxx) Drainage easement contained in Right of Way Deed from C. D. Hollis and L. E. Zellner to Monroe County, Georgia, dated June 2, 1959, filed March 11, 1960, 1:00 p.m., recorded in Deed Book 69, page 219, aforesaid records. (Tr. II-15)

yyy) That .70 acre tract adjacent and to the north of Georgia Highway No. 18, as more particularly described on that certain plat of survey entitled "Central Georgia Plant Site Property of Georgia Timberlands, Inc.", Number N-84-16, dated September 27, 1974, prepared by Hugh W. Mercer Georgia R.L.S. #1890.

zzz) Title to that portion of subject property now or formerly owned by Joseph C. Starr and Virginia G. Starr lying and being in Land Lot 42 of the 5th District of Monroe County, Georgia, and being a .038 acre tract conveyed to the above named parties by virtue of a Warranty Deed dated August 24, 1976, and recorded in Deed Book 105, page 771, aforesaid records.

aaaa) The rights of all upper and lower riparian owners in and to the waters of all rivers, streams, creeks or branches crossing or adjoining the Property or any portion or portions thereof, and to the natural flow thereof free from diminution or pollution.

bbbb) Easements and other rights of other owners of undivided interests in and to Plant Scherer, or portions thereof, and their successors and assigns, including, without limitation, Municipal Electric Authority of Georgia, City of Dalton, Georgia, and Oglethorpe Power Corporation (An Electric Membership Generation & Transmission Corporation).

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EXHIBIT E

R E L E A S E

STATE OF NEW YORK)
COUNTY OF NEW YORK)

WHEREAS, the title of GEORGIA POWER COMPANY to the property hereinafter described is subject to the lien of the Indenture dated as of March 1, 1941, as amended and supplemented (hereinafter called the "Indenture"), executed by Georgia Power Company (hereinafter called the "Company") to The New York Trust Company, as Trustee; and

WHEREAS, said The New York Trust Company on September 8, 1959, merged into Chemical Corn Exchange Bank, the name of which became Chemical Bank New York Trust Company at the time of said merger, and said Chemical Bank New York Trust Company merged into Chemical Bank on February 17, 1969; and pursuant to Section 16.24 of the Indenture, Chemical Bank is now the Trustee under the Indenture; and

WHEREAS, pursuant to the provisions of Section 10.03 of the Indenture, the Company has requested the undersigned, as Trustee under the Indenture, to release such property from the lien of the Indenture and such other action has been taken in respect thereto as is required by the Indenture;

NOW, THEREFORE, CHEMICAL BANK, as Trustee, under the authority of Section 10.03 of the Indenture, does hereby release and quitclaim from the lien of the Indenture all of its right, title and interest in and to a 60 percent undivided interest in and to the Company's Plant Robert W. Scherer Unit No. 1 and Unit No. 2 and the Common Facilities, to be located near Forsyth in Monroe County, Georgia, acquired, constructed and completed prior to the date hereof, all such real property being more fully described in Schedule "A" attached

hereto, together with a 60 percent undivided interest in all appurtenances thereto, all buildings, other structures and improvements situated thereon, easements (including, but not limited to, the easements granted by the Company in paragraphs 1(c) and 1(d) of that certain General Warranty Deed and Bill of Sale of even date herewith in favor of Oglethorpe Power Corporation), rights-of-way, permits, privileges, machinery, equipment, appliances, materials, supplies and all other property, franchises and rights of any kind or description, tangible, or intangible, real, personal or mixed, forming a part of or appertaining to or used, occupied or enjoyed in connection with such property or which are now owned by the Company and are intended to be incorporated into or used in connection with such real property or any part thereof.

IN WITNESS WHEREOF, CHEMICAL BANK has caused its corporate name to be hereunto affixed and this instrument to be signed by one of its duly authorized officers and its corporate seal to be hereunto affixed and attested by its Secretary or an Assistant Secretary for and in its behalf as of the ____ day of May, 1980.

CHEMICAL BANK, as Trustee

By: _____
Senior Trust Officer

ATTEST:

Assistant Secretary

Signed, sealed and delivered
in the presence of:

NOTARY PUBLIC

RECORDED

OCT 19 1984

Lipman
af/BSC

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