

September 8, 2015



City of Griffin, Georgia  
Attn: Honorable Douglas S. Holberg, Mayor  
100 South Hill Street  
Griffin, GA 30223

Crisp County Power Commission, Georgia  
Attn: Mr. Charlie Denham, Commission Chair  
202 South 7<sup>th</sup> Street  
Cordele, GA 31015

**Re: MEAG Power Sale of Excess Power to Crisp County Power  
Commission on Behalf of the City of Griffin**

Dear Mayor Holberg and Chairman Denham:

This Letter Agreement sets forth the agreement between the Municipal Electric Authority of Georgia ("MEAG Power"), the City of Griffin, Georgia ("Griffin"), and the Crisp County Power Commission, Georgia ("Crisp County"), for MEAG Power's sale on behalf of Griffin of certain excess power to Crisp County pursuant to Section 312 of the Power Sales Contract between MEAG Power and Griffin. MEAG Power is willing to facilitate and execute this transaction pursuant to Section 312, subject to this Letter Agreement.

The capitalized words or terms that are used in this Letter Agreement, but are not defined herein, shall have the same meanings as assigned to them in the Power Sales Contract.

In consideration of the mutual agreements set forth herein, the sufficiency and adequacy of which are acknowledged by MEAG Power, Griffin and Crisp County, it is understood and agreed that:

**(1) Sale of Excess Power by MEAG Power on Behalf of Griffin.**

**(a)** Pursuant to Section 312 of the Power Sales Contract between MEAG Power and Griffin, Griffin has declared the amounts shown in Attachment 1, net of any Vogtle sellback amounts, to be excess to its needs. Griffin has requested MEAG Power to sell, and MEAG Power shall, in accordance with this Letter Agreement, sell to Crisp County this capacity and the output in each hour therefrom, including output directed to off system sales, as delivered energy (the "Sale Amount") in accordance with the terms and conditions set forth in Attachment 1.

Municipal Electric Authority of Georgia  
1470 Riveredge Parkway NW  
Atlanta, Georgia 30328-4640

1-800-333-MEAG 770-563-0300  
Fax 770-953-3141

(b) This Sale Amount shall not reduce Griffin's Entitlement Share of output and services under the Power Sales Contract, and Griffin shall remain liable to MEAG Power for its entire Entitlement Share. All payments received by MEAG Power from Crisp County for the Sale Amount pursuant to this Letter Agreement shall be credited to Griffin's obligation to MEAG Power to pay for its Entitlement Share.

(c) MEAG Power shall treat that portion of the output sold to Crisp County on behalf of Griffin as Crisp County's resource from delivery at level B-1.

(2) **Purchase of Excess Power by Crisp County.** Crisp County agrees to purchase the Sale Amount in accordance with the terms and conditions set forth in Attachment 1. MEAG Power shall bill Crisp County for such amount and Crisp County shall pay all amounts due in the same manner as other payments under the Power Sales Contract between MEAG Power and Crisp County.

(3) **Costs.** Griffin shall be obligated for all costs incurred by MEAG Power as a direct result of the transaction identified in this Letter Agreement. MEAG Power agrees to provide sufficient documentation to Griffin to enable it to verify any such costs.

(4) **Indemnification.** Griffin hereby indemnifies and holds MEAG Power and the remaining MEAG Power Participants harmless from and against any and all losses, costs, liabilities, damages, expenses (including without limitation attorneys' fees and expenses) of any kind and incurred or suffered by MEAG Power or its Participants as a result of, or in connection with, Griffin's sale of excess power pursuant to this Letter Agreement.

If you are in agreement with the foregoing, and after this Letter Agreement has been duly authorized by the governing bodies of Griffin and Crisp County, please execute this Letter Agreement in the space provided below.

**MUNICIPAL ELECTRIC AUTHORITY OF  
GEORGIA**

ATTEST:

\_\_\_\_\_

By: \_\_\_\_\_

Robert P. Johnston  
President and Chief Executive

Officer

[SIGNATURES CONTINUED ON NEXT PAGE]

Agreed to and accepted, this \_\_\_\_ day  
of \_\_\_\_\_, 2015.

**CITY OF GRIFFIN**

By: \_\_\_\_\_  
Douglas S. Holberg, Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

[SEAL]

Agreed to and accepted, this \_\_\_\_ day  
of \_\_\_\_\_, 2015.

**Crisp County Power Commission**

By: \_\_\_\_\_  
Charlie Denham, Commission  
Chair

ATTEST:

\_\_\_\_\_  
Commission Clerk

[SEAL]

Product: Project 1 Capacity and Unit Output (7x24)

Term: Beginning hour ending 0100 Central Prevailing Time January 1, 2016 through hour ending 2400 Central Prevailing Time December 31, 2018.

Contract Quantity: 0.237 MW (approximately 0.022971% of Project 1)

Pricing: \$33.75/MWh