SAMPLE FORM

Special Stipulation No. 1 hereof terminates the existing lease recorded at Deed Book _____, page _____, RABUN County records.

Please cross reference to lease recorded at Deed Book _____, page _____, RABUN County, Georgia records.

Lease Agreement

NOTE: In your correspondence regarding this lease Please refer to File No.

STATE OF GEORGIA
COUNTY OF RABUN
46-5-305

THIS LEASE AGREEMENT ("Lease") made and entered into this day of May 18, 2015, 5/18/15 between GEORGIA POWER COMPANY, 241 Ralph McGill Boulevard, Atlanta, Georgia 30308, a Corporation organized and existing under the laws of the State of Georgia, ("Lessor") and _____, ("Lessee.")

WITNESSETH:

WHEREAS, Lessor is the owner and developer of a hydroelectric development (the "Development") in Rabun County, Georgia and has constructed, in connection with said development, a dam known as Burton Dam (the "Dam") and backed up and impounded waters thereby making a reservoir known as Lake Burton,("the Reservoir") (the Dam and Reservoir together with all other land from time to time located within Lessor's Federal Energy Regulatory Commission LAKE BURTON Project, being sometimes hereinafter collectively called the "Project"), the waters of which are used and intended to be used by Lessor in its general business of generating and transmitting electrical energy for use at various places in the State of Georgia and elsewhere; and

WHEREAS, Lessee desires to construct or maintain in proximity to the Reservoir a residence or cottage and desires to use the waters of the Reservoir for fishing, boating, swimming or other general recreational purposes; and

WHEREAS, Lessor, while not expressly inviting the use of the Reservoir and the Project for the foregoing named purposes, does not object thereto insofar as such activities do not interfere with its operation of the Development, and insofar as such activities will not interfere with any operation which Lessor may later make of the Development or of the Project; and

WHEREAS, Lessee desires to lease from Lessor certain property in proximity to the Reservoir as is more fully hereinafter described.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, Lessor does hereby let and lease to Lessee and Lessee, subject in all respects to the terms, covenants and conditions of this Lease, does hereby take and hire from Lessor, that certain tract or parcel of land more particularly described below (the "Premises"). No easement for light and air is included in the Premises.

All that tract or parcel of land lying and being in Land Lot _____ of the _____ District of _____ County, Georgia, being more fully shown on Exhibit "A" attached hereto and made a part hereof. Said parcel known as Lot _____, Area _____ of the Georgia Power Company Recreational Development.

(SPECIAL CONDITION): Lessee, its successors and assigns (without Lessor in any way waiving the provisions of Paragraph 7 below) take and hire the Premises from Lessor with the express understanding that in the event Lessor desires the use of the Premises for any purpose in connection with any present or future Project operations of Lessor as now being conducted or as conducted in the future, this Lease and all rights hereunder of Lessee, Lessee's family, guests, invitees, visitors, agents, employees, contractors, successors, assigns and sub-tenants (without Lessor in any way waiving the provisions of Paragraph 7 below) (Lessee and such others hereinafter collectively called "Lessee's Users") shall be terminated by written notice from Lessor to Lessee, as provided in Paragraph 20 below, and all buildings, structures, improvements and possessions of Lessee's Users (collectively, "Lessee's Property") [including, without limitation, the "Structure", the "Facilities" (as those terms are hereinafter defined), docks, boathouses, seawalls, and any septic tank or other sewage disposal facilities] located, kept, erected, constructed or maintained in, at or upon the Premises or the Project or the Reservoir (without hereby granting Lessee any right to so locate, keep, erect, construct or maintain Lessee's Property in, at or upon the Reservoir or the Project) shall be forthwith removed as provided in Subparagraph 20(a) below. All costs incurred in removal of Lessee's Property shall be borne by Lessee, and Lessee covenants and agrees not to resist or assail the exercise of the rights reserved to Lessor by this special condition.

1. The term of this Lease begins on the _____ day of _____, _____, and ends on the _____ day of _____, _____, (the "Term") unless sooner terminated in accordance with the terms hereof.

Upon written notice not less than 90 days, and not more than 180 days, prior to the expiration of the Term by passage of time and provided no default of Lessee has then occurred and remains uncured, this Lease may be renewed at the option of Lessee for an additional period not to exceed fifteen (15) years subject to and upon the then current policies, rules, regulations, forms (including without limitation lease forms), rental rates, transfer fees, and renewal fees established by Lessor.

SAMPLE FOR

2. Lessee agrees to pay to Lessor, as annual rental for the Premises, at the address set forth above or such other address as is from time to time specified by Lessor, on or before ANNIVERSARY DATE each year, in advance, during the Term,

the sum of	900.00	DOLLARS for the period of		,	2012	, to	, 2013	; and
the sum of	1050.00	DOLLARS for the period of		,	2013	, to	, 2018	; and
the sum of	1100.00	DOLLARS for the period of		,	2018	, to	, 2023	; and
the sum of	1200.00	DOLLARS for the period of		,	2023	, to	, 2027	.

All payments of rent shall be made with good and sufficient funds.

3. Subject to the terms and conditions of this Lease, Lessee shall, at Lessee's sole cost and expense, maintain upon the Premises at all times during the Term one (1) and only one (1) private residential dwelling (the "Structure") of not less than nine hundred (900) enclosed, interior square feet (or such larger square footage as shall be required by applicable laws, rules or regulations), with sanitary facilities, approved by Lessor and acceptable to and approved as required by all governmental agencies having jurisdiction over the Premises; provided, however that if no such Structure exists on the Premises as of the date of this Lease, Lessee, at Lessee's sole cost and expense, shall construct, within two (2) years from the date of this Lease, a Structure complying with the foregoing (and a failure to complete such Structure within such time period shall be a default by Lessee under this Lease). Lessee agrees not to transfer or assign this Lease prior to completion of construction of such Structure, and Lessee acknowledges that transfers and assignments are further restricted as set forth in Paragraph 7 of this Lease. Lessee shall also have the right to construct accessory facilities (individually, a "Facility", any two or more collectively the "Facilities"), for use solely with the Structure, of such type and construction as are normally incident to a private recreational home site, of a nature similar to the Structure, including without limitation a bored or drilled well.

Lessee shall cause the plans for Lessee's Property to comply with, and shall cause all Lessee's Property to comply with, the following: (a) all zoning, building, fire, health and sanitary codes and regulations, and (b) any other codes or regulations applicable to Lessee's Property. The Structures and each Facility shall be constructed and installed in strict accordance with the plans therefor approved by Lessor. In addition to and not in limitation of the foregoing, DESIGN AND LOCATION PLANS FOR EACH SUCH STRUCTURE AND FACILITY (AND FOR ANY CHANGES IN THE LOCATION OR DESIGN THEREOF AND FOR ANY CHANGES, ADDITIONS, RESTORATION OR REPLACEMENTS THEREOF OR THERETO) MUST BE SUBMITTED TO LESSOR IN WRITING FOR APPROVAL, AND LESSOR'S WRITTEN APPROVAL OF SUCH PLANS MUST BE OBTAINED BY LESSEE PRIOR TO THE COMMENCEMENT OF CONSTRUCTION. LESSOR MAY GRANT OR WITHHOLD SUCH APPROVAL IN LESSOR'S SOLE DISCRETION. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, APPROVAL MAY BE WITHHELD IN THE EVENT THE STRUCTURE OR FACILITY DOES NOT CONFORM TO THE OVERALL ARCHITECTURAL SCHEME OF THE PROJECT, AS DETERMINED BY LESSOR, OR FAILS TO COMPLY WITH ALL APPLICABLE GOVERNMENTAL REGULATIONS RESPECTING THE PREMISES.

No improvements of any sort or nature, other than the Structure and the Facilities, and no temporary structures of any kind, shall be erected or maintained on the Premises.

Lessor's approval of any Facility, or any changes, additions or replacements to any Facility or Structure, may include without limitation a requirement that the same be completed within a specified time period (and a failure to complete within such time period shall be a default by Lessee under this Lease). In no event shall any approval by Lessor of any plans under this Lease constitute, or be construed as constituting, (i) any warranty or certification by Lessor of the engineering or architectural adequacy, sufficiency, feasibility, or soundness of such plans, or (ii) any waiver, release, or discharge by Lessor of Lessee with respect to any liability Lessee may have to Lessor at law, in equity or otherwise, or (iii) any release or waiver by Lessor of the obligation of Lessee to cause all plans to comply with all zoning, building, fire, health and sanitary codes and regulations and any other codes or regulations applicable to Lessee's Property. It is further understood and agreed that should Lessee fail to construct or maintain an approved Structure on the Premises as required by this Paragraph, Lessor may, at its option, cancel this Lease as herein provided for default of Lessee. At all times during the Term, Lessee shall, at Lessee's sole cost and expense, maintain in good order and repair (including without limitation all necessary replacements) Lessee's Property. In the event the Structure is damaged or destroyed by any cause whatsoever, Lessee shall complete construction of the approved restoration or an approved replacement Structure as soon as practicable, but in all events within one (1) year from the date of such damage or destruction. Unless approved in writing by Lessor (which approval may be granted or withheld in Lessor's sole discretion), in no event shall Lessee construct, reconstruct or renovate any Structure or Facility in such a manner that any Structure or Facility is located in whole or in part less than Fifty (50) feet upland from the shoreline of the Reservoir or located in whole or in part within the Project.

4. (a) Lessee shall, at Lessee's own cost and expense, provide and maintain in good order and repair (including without limitation replacements) an adequate septic tank or other sewage disposal facilities acceptable to Lessor and approved by all governmental authorities having jurisdiction of the Premises. Lessee shall not permit the discharge of sewage or other objectionable matter in the waters of the Project.

(b) Lessee shall, at Lessee's own cost and expense, provide and maintain in good order and repair (including without limitation replacements) adequate garbage or refuse containers and disposal facilities within, for and upon the Premises or shall use public facilities provided for the Premises, and shall not place, or permit to be placed, garbage or refuse, upon the Premises, or on property of other tenants of Lessor in the Project, or on other property of Lessor in the Project.

(c) In Lessee's use and enjoyment of the Premises and of Lessee's rights under this Lease, Lessee shall comply with, and shall cause the Premises to comply with, all federal, state and local statues, laws, rules and regulations which affect the Project and Premises.

5. Lessee shall neither use nor allow the Premises to be used in such a manner as to endanger health, create a risk of uncontrolled fire, create a nuisance (including but not limited to large fires), conduct or permit any loud or boisterous activities (including but not limited to barking dogs or other irritating noises) which could interfere with the quiet and peaceful enjoyment of the recreational property of Lessor associated with the Development, or otherwise be incompatible with overall Project use. Lessee's Users shall abide by, and shall not use the Premises in violation of, such reasonable rules and regulations as Lessor may now or hereafter publish and promulgate with respect to the Project and the tenants and users thereof. Lessee acknowledges and agrees that the rules and regulations may impose reasonable monetary fines for the failure of Lessee's Users to abide by the terms of this Lease and the rules and regulations from time to time published by Lessor.

6. Lessee shall use Lessee's best efforts and all necessary precautions to protect the environmental features of the Project including, without limitation, cooperating with Lessor and all governmental authorities having jurisdiction over the Project in taking measures to prevent soil erosion, to protect existing vegetative cover and to protect water quality in and of the Reservoir.

7. Lessee shall not assign this Lease, or any right of Lessee hereunder, or sublet all or any portion of the Premises, without the express prior written consent of Lessor, which consent may be granted or withheld in Lessor's sole discretion. In the event Lessor consents to any such assignment or subletting, or requires the termination of this Lease and the execution of a new lease by the proposed assignee or sublessee, such assignment or subletting or such termination and new lease shall be subject to and upon the then current policies, rules, regulations, forms (including without limitation lease forms), rental rates, transfer fees, and renewal fees established by Lessor, in Lessor's sole discretion. The transfer fee for any transfer of this Lease or subletting of the Premises, in whole or in part, shall be $20,000.00. Lessee acknowledges that the transfer fee under any new lease shall be the then current transfer fee established by Lessor. Lessee expressly acknowledges and agrees that Lessor may require in connection with such consent, without limitation, (i) the payment of the transfer fee, (ii) the payment of all rent and other sums then due Lessor under this Lease, (iii) termination of this Lease, (iv) the execution of a new lease by the proposed assignee or sublessee on Lessor's then current lease form at the then current rental rates, transfer fee and renewal rates, (v) the simultaneous transfer or termination of the existing agreements with Lessor with respect to property located in the Project or Reservoir and the execution of new agreements by the proposed assignee or sublessee on Lessor's then current policies, rules, regulations, and the like applicable to such agreements, (vi) the simultaneous transfer of Lessee's Property [other than as set forth in (v) above] to the proposed assignee or sublessee, and (vii) maintenance, renovations, upgrades and repairs to the Structure, Facilities, docks, boathouses, seawalls, and septic tank or other sewage disposal facilities. Upon any such approved assignment or subletting, unless this Lease is terminated by Lessor in connection therewith, Lessee shall not be relieved of any liabilities or obligation to Lessor but shall be and remain primarily liable to Lessor hereunder for all rent, and the performance of all obligations of Lessee. Consent by Lessor to one assignment or subletting shall not be deemed consent to any subsequent assignment or subletting. The Premises shall be used solely as a single-family residence. Lessee shall not use, and shall not permit the Premises to be used, for any purpose other than as expressly granted herein, it being expressly agreed by Lessee that the Premises shall not be used for commercial purposes or in any manner or way which would be in violation of any rule, regulation, ordinance, law or decree respecting the Premises or the Project as promulgated by any governmental authority having jurisdiction thereof. Lessee also agrees not to use, and not to permit the Premises to be used, in any manner or for any purpose which might limit or interfere with Lessor's Project operations. In addition to and not in limitation of Lessor's right to terminate this Lease pursuant to Paragraph 21 on account of Lessee's violation of the provisions of this Paragraph 7, in the event Lessee transfers or assigns this Lease, or sublets the Premises, in whole or in part, in violation of the provisions of this Paragraph 7, the transfer fee otherwise payable pursuant to this Paragraph 7 shall be doubled.

8. Lessor reserves the right to grant to other parties the right to obtain water from the springs or branches on, across or adjacent to the Premises and Lessee shall have no exclusive right or license to such springs or branches and shall not interfere with others having such right or permit from Lessor.

9. Lessor reserves the unrestricted right to locate or relocate, and to grant the right to locate or relocate, and thereafter use, roadways, rights-of-way and utility easements, on, across or adjacent to the Premises and herein grants to Lessee subject to other terms and conditions of this Lease, the non-exclusive right of ingress and egress to and from the Premises over existing non-private roads which cross the property of Lessor, and hereby retains and reserves the non-exclusive right of ingress and egress to and from other property of Lessor over existing non-private roads which cross the Premises.

10. By acceptance of this Lease, Lessee expressly acknowledges and agrees that the Premises may or may not be suitable for the purposes for which Lessee desires to use them, and that the Premises may not be in safe or proper condition for such desired use. Lessee further acknowledges that Lessor has not made and makes no warranties or representations with respect to the Premises or the Project, or the accessibility of the Project or the Reservoir to and from the Premises. Lessee hereby agrees to hold harmless, covenants not to sue, and agrees to indemnify Lessor from and against any and all loss, cost, claim or demand of any kind or character, including, without limitation, court costs and attorneys' fees, which may in any manner result from or be traceable to the use of the Premises, the Reservoir or the Project by Lessee's Users during the Term. The waiver by Lessee of any claim against Lessor for any injury or damage to persons or property, as herein provided, and Lessee's agreement to indemnify Lessor are valuable considerations of this Lease. Lessee shall carry, at Lessee's sole cost and expense, all-risk hazard insurance for the full replacement value of Lessee's Property. To the extent of the insurance required to be maintained by Lessee (but in no event in excess of the fullest extent permitted under

O.C.G.A. Section 1382), Lessee hereby releases Lessor, its agents and employees from any liability for damage to property or injury to persons, regardless of the cause of such damage or injury. Except as provided in the sentence immediately preceding this sentence and except to the extent O.C.G.A. Sections 51320 et seq. are applicable thereto, the provisions of this Paragraph 10 shall not apply to damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of Lessor, its agents or employees to the extent O.C.G.A. Section 1382 is applicable thereto.

11. Lessee, by acceptance of this Lease, covenants and agrees to use Lessee's best efforts and every precaution to prevent the spread of fire on or from the Premises to lands adjacent thereto and to be liable and responsible for any fire damage to trees or timber of Lessor on the Premises or land of Lessor adjacent thereto that may be, in any manner, traceable to Lessee's use of the Premises.

12. All notices required, necessary or desired to be given under this Lease shall be effective only if given in writing and sent by certified mail, return receipt requested, to Lessor at the above address or to Lessee at the above address, or to such other address as either party hereto may hereafter specify by like notice, and said notices shall be deemed received from the date of receipt as shown by said certified mail receipt. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice.

13. Lessee agrees that Lessor, its officers, agents and employees, and other persons from time to time authorized by Lessor, shall have the right at any and all times to enter upon the Premises in its and their business (including but not limited to the right to inspect the Premises for compliance with this Lease), it being understood and agreed that Lessor's right of entry shall always exist and shall not be interfered with, including the right to cut or remove such trees that are deemed desirable or expedient for the protection of Lessor's property and forestry programs or for the use and enjoyment of easement rights from time to time granted or used, or to be granted or used, by Lessor contemplated by Paragraphs 8 and 9 hereof.

14. Lessor reserves the full, unconditional, unrestricted and complete right and privilege to maintain, raise, lower, restrict, control, store, retain, withhold, increase, decrease, release, retard, stop, obstruct, divert, or use the waters of the Reservoir in any manner Lessor, its successors or assigns, may deem expedient or desirable in its Project operations as now conducted or as may be conducted in the future. Lessee covenants and agrees that Lessor shall have no liability or obligation to Lessee's Users with respect to maintaining, raising, lowering, restricting, controlling, storing, retaining, withholding, increasing, decreasing, releasing, retarding, stopping, obstructing, diverting or using the waters of the Reservoir or the level thereof.

15. Lessee agrees to deliver the Premises at any termination of this Lease in as good condition as when received by Lessee. All taxes which may be assessed on Lessee's Property during the Term shall be paid by Lessee, and proof of such payment shall be delivered to Lessor on request. In the event Lessee shall at any time fail or refuse to pay any tax or assessment lawfully charged against Lessee's Property, Lessor may pay said tax or assessment and the amount thereof shall be promptly repaid to Lessor by Lessee on demand.

16. Any failure on the part of Lessor to take action on one or more violations of any term or condition of this Lease shall not be deemed a waiver of its right to take action against any other present or future violations of the same term, or any other term or condition. If any rent or other debt owing by Lessee to Lessor hereunder is collected by or through an attorney-at-law, or if Lessor uses the services of any attorney in order to secure compliance with any provisions of this Lease, to recover damages for any breach or default of any provisions of this Lease, or to terminate this Lease or evict Lessee, Lessee shall reimburse Lessor upon demand for any and all attorney's fees and expenses so incurred by Lessor.

17. Lessee agrees that use and occupancy of the Premises by Lessee's Users is subject in all respects to the provisions, terms and conditions set forth in the Federal Energy Regulatory Commission license for the Project as now or hereafter amended and in the Federal Power Act, both of which are incorporated herein by reference thereto as a part of this Lease to the extent applicable to place Lessee on notice thereof and Lessee's Users shall be subject to such orders, rules and regulations as the Federal Energy Regulatory Commission has issued, or may issue, from time to time. Lessor expressly reserves the use of that portion of the Premises which lies within the Project boundary for Project purposes. Lessee acknowledges that such provisions, terms, conditions, orders, rules and regulations may, among other things, prohibit Lessee from building or constructing any new Structure or Facilities located in whole or in part within such boundary, and may prevent Lessee from maintaining, extending, expanding, adding onto, renovating, demolishing and replacing, or otherwise improving, and may require the removal of, any existing Structure or Facilities located in whole or in part within such boundary.

18. Lessee agrees that this Lease and the use and occupancy of the Premises shall be subject to the indenture executed by Lessor and the New York Trust Company, Trustee, and any successor company, including without limitation Chemical Bank, dated March 1, 1941, and supplements thereto, and any replacements thereto or substitutions thereof, and to any and all other rights of the mortgagees and security holders and to all restrictions and provisions therein contained.

19. This Lease shall create the relationship of landlord and tenant only between Lessor and Lessee. No estate shall pass from Lessor to Lessee hereunder. Lessee shall have a usufruct only, not subject to levy, sale or attachment; however, this shall not prevent levy, sale or attachment on Lessee's personal property located on the Premises.

20. All other terms and conditions contained in this Lease notwithstanding, Lessor shall have the right to terminate this Lease by giving Lessee one hundred twenty (120) days' prior written notice of such termination (in accordance with Paragraph 12 herein) in the event Lessor elects to flood or backwater over or upon all or any portion of the Premises or to extend or enlarge the Development, or to extend or enlarge the Reservoir to include the Premises, or to flood the Premises by raising the dam level of the Reservoir, or such termination is required by or as a consequence of or in order to comply with the Federal Energy Regulatory Commission license for the Project as now or hereafter amended or the Federal Power Act, or any order, rule or regulation the Federal Energy Regulatory Commission has issued, or may issue, from time to time, whereupon the term of this Lease shall end and terminate on the date one hundred twenty (120) days after the giving of such notice and the following shall apply:

(a) (i) On or before the effective date of such termination, Lessee shall remove any and all Lessee's Property from the Premises, the Project and the Reservoir. Lessee shall repair and restore any damage to the Premises, the Project and the Reservoir caused by such removal. (ii) In the event that all or any portion of Lessee's Property remains on the Premises, the Project or the Reservoir upon the effective date of such termination, or in the event that all or any portion of Lessee's Property remains on the Premises, the Project or the Reservoir upon the expiration of the sixty (60) day period set forth in Subparagraph 21, then in either such event Lessor shall be deemed to have title to such remaining property ("Abandoned Property") and may (but shall not be obligated to) remove or cause to be removed the Abandoned Property at the expense of Lessee, which sum Lessee shall pay to Lessor on demand. Lessor shall have the right to sell and dispose of the Abandoned Property as salvage at private sale and shall be entitled to retain any net proceeds from said sale. The foregoing is not intended to grant any rights to locate, keep, erect, construct or maintain Lessee's Property in, at or upon the Reservoir or the Project.

(b) It is expressly understood that all Lessee's Property that may be placed upon the Premises, the Project or the Reservoir by Lessee's Users is expressly subject to the right of Lessor to flood and backwater over and upon all or any portion of the Premises and to extend or enlarge the Development, and subject to Lessor's right to extend and enlarge the Reservoir to include the Premises, and subject to Lessor's right in the extension and expansion of the said operation to flood the Premises by raising the dam level of the Reservoir, with the provision that in the event of said extension or expansion, Lessor, if practicable shall give to Lessee written notice to terminate this Lease as hereinabove provided. Lessee, for itself, its successors, permitted assigns, and sub-tenants, expressly acknowledges and agrees that all Lessee's Property (including but not limited to the Structure and Facilities) which Lessee's Users may place on the Premises, the Project or the Reservoir shall be placed thereon at the peril of Lessee with full notice and knowledge that Lessor has the right to enlarge its said operation as herein provided. The foregoing is not intended to grant any rights to locate, keep, erect, construct or maintain Lessee's Property in, at or upon the Reservoir or the Project.

(c) Upon termination of this Lease by Lessor pursuant to this Paragraph 20, any unearned rent, prorated on a daily basis, which has been collected by Lessor from Lessee, shall be refunded to Lessee.

21. The occurrence of any one or more of the following shall constitute an "Event of Default" under this Lease:

(a) Failure of Lessee to pay the rent when due, on demand;

(b) Failure of Lessee to pay taxes as provided in Paragraphs 15 and 25;

(c) Removal by Lessee's Users of growing timber located upon the Premises without prior written permission from Lessor;

(d) Failure of Lessee to complete construction, reconstruction or restoration of, or repairs, additions, modifications or changes to, an approved Structure or Facility within the period prescribed in or pursuant to Paragraph 3;

(e) Adjudication of Lessee as bankrupt by any court of competent jurisdiction, or voluntarily seeking of relief by Lessee under any chapter or provision of any law respecting bankruptcy or debtor relief;

(f) Promiscuous discharging of firearms by Lessee's Users on any property of Lessor;

(g) Failure of Lessee to dispose properly of sewage, garbage or refuse resulting in violation of Paragraph 4;

(h) Any violation of the provisions of Paragraph 5;

(i) Any violation of the provisions of Paragraph 6;

(j) Any violation of the provisions of Paragraph 7; or

(k) Failure of Lessee to comply with any covenant, term or condition of this Lease [other than as set forth in (a) through (j) above] after thirty (30) days' written notice from Lessor of such non-compliance; provided, however, such notice and such grace period shall be required to be provided by Lessor and shall be accorded Lessee, if necessary, only two (2) times during any twelve (12) consecutive month period of the Term with respect to a failure to comply with any specific covenant, term or condition of this Lease, and an Event of Default shall be deemed to have immediately occurred upon the third (3rd) failure by Lessee to comply with such covenant, term or condition of this Lease within any twelve (12) consecutive month period of the Term, it being intended by the parties hereto that such notice and such grace period shall not protect against repeated failures to comply with specific provisions of this Lease.

Upon the occurrence of an Event of Default, Lessor, with or without canceling this Lease, may perform, correct or repair any condition which shall constitute a failure on Lessee's part to keep, observe, perform, satisfy, or abide by any term, condition, covenant, agreement, or obligation of this Lease, and may do or cause to be done whatever Lessee is obligated to do under the terms of this Lease (including without limitation the removal of any Structure, Facilities or other improvement located on the Premises in violation of the terms of this Lease), and Lessor may reenter the Premises for such purposes, and Lessee shall fully reimburse and compensate Lessor on demand for all costs and expenses which Lessor may thereby incur. All sums so expended shall accrue interest from the date of demand until date of payment at the lesser of the maximum rate permitted by law and the Prime Rate as from time to time specified in the Money Rates column of *The Wall Street Journal*.

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Upon the occurrence of an Event of Default, Lessor may cancel this Lease by giving to Lessee ten (10) days' written notice which shall state the Event of Default for which this Lease is being terminated. At the expiration of said ten (10) day period, Lessee's rights and privileges herein shall cease, with the exception that Lessee shall have sixty (60) days thereafter in which to remove any and all Lessee's Property from the Premises, the Project and the Reservoir. Lessee shall repair and restore any damage to the Premises, the Project and the Reservoir caused by such removal. If at the expiration of such sixty (60) day period all or any portion of Lessee's Property remains on the Premises, the Project or the Reservoir, the provisions of Subparagraph 20(a)(ii) shall apply. The foregoing is not intended to grant any rights to locate, keep, erect, construct or maintain Lessee's Property in, at or upon the Reservoir or the Project.

22. The terms, covenants and conditions of this Lease shall inure to the benefit of and be binding upon Lessor and Lessee, their respective successors, heirs, legal representatives, permitted assigns and sub-tenants. This Lease is made and intended as a Georgia contract to be interpreted and enforced under the laws thereof.

23. In the event any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal or unenforceable in any respect in a final ruling or judgment of a court of competent jurisdiction from which no appeal can or has been taken, this Lease shall not terminate but there shall be immediately substituted for such invalid or unenforceable provision a like but valid and enforceable provision which most nearly satisfies the ruling of such court and comports with the original intention of the parties.

24. This Lease constitutes the entire agreement between the parties, and they shall not be bound by any statement, agreement or understanding not contained herein. This Lease shall not be modified, altered, amended or assigned except in writing, executed by both Lessor and Lessee.

25. In addition to the taxes and assessments required to be paid by Lessee with respect to Lessee's Property, Lessee agrees that Lessee shall be responsible for and shall pay all taxes and assessments which may be charged or assessed against the Premises during the term of this Lease, whether such taxes and assessments are initially charged by the applicable taxing authority against Lessor or Lessee. In the event the Premises are returned by Lessor for taxes as part of a tax parcel including other lots or tracts or property owned by Lessor, Lessee shall pay to Lessor an allocable portion of the taxes and assessments charged against Lessor determined by, at Lessor's discretion, either (a) dividing the total amount of such taxes and assessments applicable to the tax parcel property of which the Premises are a part by number of separate lots or tracts comprising such tax parcel, or (b) multiplying the assessed value of the Premises by the tax rate applicable thereto. Lessee's allocable share of such taxes and assessments shall be paid by Lessee to Lessor within thirty (30) days after receipt by Lessee of the statement therefor from Lessor.

26. Lessee is required to remove or cause to be removed at Lessee's cost and expense all trees, bushes and other growth which endanger and/or cause damage to structures and/or facilities (including without limitation the Structure and Facilities) on the Premises and/or on premises adjacent to the Premises at the request of Lessor. Lessee's obligation in this respect shall be without limitation. Lessee shall pay Lessor for all timber cut or removed at or from the Premises by or at the direction of Lessee. Lessee shall not cut or remove any timber at or from the Premises without the prior written consent of Lessor, which consent may be granted or withheld in Lessor's sole discretion.

27. Lessee hereby agrees and covenants not to use and will prohibit Lessor's Users from using any tools, equipment or machinery within ten (10) feet of electrical conductors situated on the Premises. Lessee agrees to comply with Official Code of Georgia Section 46-3-30 et seq., (The High-Voltage Safety Act), as now enacted or as hereinafter amended, and any and all Rules and Regulations of the State of Georgia promulgated in connection therewith.

28. (a) Lessee covenants that Lessee's Users will not generate, store, use, treat or dispose of any Hazardous Substances (as such term is hereinafter defined) in, on, under or at the Premises or the Project, except for such Hazardous Substances as are commonly legally used or stored in such quantities as are commonly legally used or stored as a consequence of using the Premises as a single family residence, but only so long as the use or storage of such substances does not pose a threat to public health or to the environment and does not necessitate any governmental regulation, including but not limited to permitting, notification, reporting, or response or remedial action, under applicable environmental laws. Additionally, Lessee's Users will not use the Premises or the Project as either a permanent or temporary dumpsite for any Hazardous Substances.

(b) Lessee shall indemnify and hold harmless Lessor from and against any and all losses, fines, penalties, liabilities, strict liability, damages, injuries, expenses, response or remedial costs, reasonable engineer's, expert's and attorney's fees and laboratory costs, costs of any settlement or judgment and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against, Lessor by any person or entity or governmental agency, for, with respect to, or as a direct or indirect result of, the breach of the foregoing covenants or any violation by Lessee's Users of any environmental laws related to the generation, storage, use, treatment, disposal, release or threatened release of Hazardous Substances. Except for actions of Lessee's Users (such as but not limited to renovation or demolition of any improvements) and except for Hazardous Substances in, on or part of any Structure, Facilities or other improvements located on the Premises, the foregoing indemnity does not extend to Hazardous Substances on the Premises as of the date Lessee first went onto the Premises to exercise rights pursuant to this Lease or any prior lease between Lessee and Lessor.

(c) "Hazardous Substances" shall mean any material, constituent, substance or waste currently, or at any time in the future, defined as, classified as or considered toxic, hazardous, infectious or radioactive by any governmental agency or under applicable federal, state, or local law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, constituent, substance or material, as now or at any time hereafter in effect, including but not limited to listed or characteristic hazardous wastes under the Resource Conservation and Recovery Act, as amended, Hazardous Substances as defined in Section 101 (14) of the Comprehensive Environmental Response, Compensation and Liability Act, as amended, Hazardous Substances as defined under the Georgia Hazardous Site Responses Act, asbestos, and asbestos containing material.

The provisions of this Paragraph 28 shall survive cancellation, termination or expiration of this Lease.

SPECIAL STIPULATIONS:

No. 1 – Lessor and Lessee acknowledge and agree that the existing lease between Georgia Power Company and _____ _____ is hereby terminated effective as of the date of this lease (the original lessee under the existing lease having assigned the existing lease to the lessee named herein, and the lessee named herein having succeeded to the interest of such original lessee under the existing lease, all pursuant to bill of sale dated _____, 20_____, a copy of which is attached hereto and made a part hereof).

IN WITNESS WHEREOF, Lessee and Lessor hereby execute this Lease under seal on the day and year set forth above.

LESSEE	GEORGIA POWER COMPANY - LESSOR
By _____ SEAL	By _____ SEAL Roger L. Harrison LAKE RESOURCES MANAGER
By _____ SEAL	
Witness _____	Witness _____
_____ NOTARY PUBLIC	_____ NOTARY PUBLIC

SAMPLE FORM

SAMPLE FOR

SAMPLE FOR