

Account Manager: David Duvall
Account Number: 6682466008

CONTRACT FOR ELECTRIC SERVICE

THIS CONTRACT for electric service is entered into this 1st day of January, 2020, ("Effective Date") between Georgia Power Company ("Company") and CITY OF SAVANNAH ("Customer").

IN CONSIDERATION of the mutual agreements hereinafter contained, IT IS AGREED:

1. Scope. Company will supply electric service to Customer, and Customer will purchase, receive and pay Company for such service in accordance with this Contract.

2. Rules, Regulations and Rates. Georgia state law and the rules, regulations and applicable rate schedules of Company as may be filed with and regulated by the Georgia Public Service Commission govern this service and are incorporated herein by reference. Such laws, rules, regulations and rate schedules are subject to change during the term of this contract as provided by law. Copies of current rules, regulations and applicable rate schedules are available from Company upon request and may be attached to this Contract.

3. Term. The term of this Contract shall be one (1) year(s) from the commencement of electric service under this Contract. The Contract shall continue in effect thereafter until terminated by either party providing written notice to the other in accordance with the rules, regulations and applicable rate schedules.

4. Service. The characteristics of the service to be furnished under this Contract are as follows:

- a. Premise location: 301 W OGLETHORPE AVE SAVANNAH GA 31401
- b. Frequency: Approximately sixty (60) hertz
- c. Voltage and Phase: N/A
- d. Delivery Point: N/A
- e. Rate Schedule(s): Time of Use - Revenue Neutral (TOU-RN)
(for RTP Attach Terms and Conditions and CBL Agreement)
- f. Service level: Transmission Primary Secondary TOU-FCR
- g. Rate Rider(s): N/A
- h. Commencement of electric service not later than: 1/1/2020
- i. Contract Capacity: N/A
- j. Minimum billing demand: N/A

5. Additional Provisions. Additional terms and conditions relating to the provision of service to the premises identified in paragraph 4 herein may be attached hereto. Such attached terms and conditions shall be controlling over any conflicting terms set forth herein. The following such terms and conditions are attached hereto and incorporated by reference:

- Build-Up Terms and Conditions (In excess of a two month build-up period. The term designated on this contract shall be extended by the build-up period.)
- Interruptible Service Terms and Conditions
- Demand Plus Energy Credit Terms and Conditions
- Meter-Totalization Terms and Conditions
- Multiple Load Management Terms and Conditions
- Modernization Rider Terms and Conditions
- CBL Agreement and Real Time Pricing Terms and Conditions (RTP-DA and RTP-HA)

6. Payment. During the term of this Contract, Customer will pay monthly charges calculated in accordance with the applicable rules, regulations and rate schedules.

7. Equipment. Customer, at its expense, shall maintain and operate its equipment so that it does not cause unacceptable voltage fluctuations, unacceptable harmonic current usage, overload, or other disturbances on Company's electrical and communications systems, or affect the safe, economical and reliable operation of Company's electric system. Customer, at its expense, shall immediately correct any such unacceptable use of electric power, including the provision of suitable apparatus to prevent or cure such effects where necessary. The specifications of unacceptable voltage fluctuations and unacceptable harmonic current usage are outlined in the current copy of the Southern Company Power Quality Policy, which is available upon request.

8. Limitation of Liability. Company does not guarantee that service will be free from, and Company shall not be liable for, interruptions, surges, voltage fluctuations or disturbances. Company shall have no liability for any loss or damage from any loss of service, or delay in providing service.

9. Assignment of Contract. Customer may not assign this Contract without written consent of Company. Such consent shall not be unreasonably withheld.

10. Remedies. In the event of default by either party, the non-defaulting party may pursue any and all judicial and administrative remedies and relief available.

11. Non-waiver. The parties agree that this Contract does not preclude the Company from collecting any additional costs as directed or authorized by a legislative body, administrative body, or court having jurisdiction over such issues.

12. Miscellaneous. A waiver of one or more defaults by either party shall not be deemed a waiver of any other or subsequent default by such party. This Contract, upon becoming effective, shall cancel and supersede any previously existing agreement covering supply by Company to Customer of electric energy to the premise identified in this contract. This document, those documents incorporated by reference and any attachments constitute the entire agreement between the parties. No modification of this Contract, except as provided in paragraph 2 above, shall be binding unless it is in writing and accepted by Customer and Company. This Contract shall be governed by the laws of the State of Georgia.

13. Prior Agreements. This Contract for Electric Service, upon becoming effective, shall cancel and supersede any previously existing Contracts for Electric Service or other agreement covering service to this premise.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized representatives, as of the Effective Date hereof.

CITY OF SAVANNAH

GEORGIA POWER COMPANY

Signature: _____

Signature: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Client Manager: David Duvall
Account Number: 6682466008
Customer Location: 301 W OGLETHORPE AVE SAVANNAH GA 31401

CONTRACT FOR TIME OF USE – REVENUE NEUTRAL -- "TOU-RN-6"

GEORGIA POWER COMPANY (Company) and CITY OF SAVANNAH (Customer) agree to the following terms and conditions for service effective January 1, 2020 ("Effective Date") under the Company's Time of Use-Revenue Neutral tariff.

1. Customer's off peak rate for all off peak hours will be 3.6603 cents per kWh.
2. Customer's on peak rate for all on peak hours will be 12.8307 cents per kWh.
3. The contract off peak and on peak rates will be based on the Company's Time of Use-Revenue Neutral (TOU-RN) tariff as approved by the Georgia Public Service Commission.
4. This contract has an initial term of twelve months beginning with the first month of service rendered under TOU-RN.
5. The contract rates do not include environmental compliance cost recovery charges, nuclear construction cost recovery charges, excess reactive demand charges, fuel cost recovery, municipal franchise fees, taxes, excess facilities charges, applicable Demand Side Management charges, or customer charges.
6. The customer agrees that the calculated off peak rate per kWh is based on normal usage for the off peak period as accepted by the customer.
7. After the initial term of service this contract will automatically renew for one year unless notice of termination is provided to the Company by the Customer 30 days prior to expiration of the term of service.
8. Contract rates are structured so that the rates will remain constant, unless revised or changed by the Company subject to Georgia Public Service Commission approval. The bill calculated under this tariff is subject to change in an amount as may be approved and/or amended by the Georgia Public Service Commission under provisions of applicable rates, tariffs, or riders.

Georgia Power reserves the right to amend the contract price based on errors or omissions. Upon notification of such errors customer may rescind this contract without penalty.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized representatives, as of the Effective Date hereof.

CITY OF SAVANNAH

Signature: _____

Print Name: _____

Title: _____

Date: _____

GEORGIA POWER COMPANY

Signature: _____

Title: _____