September 24, 2024

City of Commerce, Georgia

Attn: The Honorable J. Clark Hill, Mayor

27 Sycamore Street
Commerce, GA 30529

City of Sandersville, Georgia

Attn: The Honorable James W. Andrews, Mayor

141 W. Haynes Street

Sandersville, GA 31082

**Re: MEAG Power Sale of Excess Power to City of Sandersville**

**on Behalf of the City of Commerce**

Dear Mayor Hill and Mayor Andrews:

 This Letter Agreement sets forth the agreement between the Municipal Electric Authority of Georgia ("MEAG Power"), the City of Commerce, Georgia ("Commerce"), and the City of Sandersville, Georgia ("Sandersville"), for MEAG Power's sale on behalf of Commerce of certain excess power to Sandersville pursuant to Section 312 of the Power Sales Contract between MEAG Power and Commerce. 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, Commerce and Sandersville, it is understood and agreed that:

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

**(a)** Pursuant to Section 312 of the Power Sales Contract between MEAG Power and Commerce, Commerce has declared the amounts shown in Attachment 1, net of any Vogtle sellback amounts, to be excess to its needs. Commerce has requested MEAG Power to sell, and MEAG Power shall, in accordance with this Letter Agreement, sell to Sandersville 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.

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

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

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

 **(3) Costs.** Commerce 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 Commerce to enable it to verify any such costs.

 **(4) Indemnification.** Commerce 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, Commerce's sale of excess power pursuant to this Letter Agreement, only to the extent permitted by law

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

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| ATTEST:  | **MUNICIPAL ELECTRIC AUTHORITY OF GEORGIA**By:  James E. Fuller President and Chief Executive Officer |

[SIGNATURES CONTINUED ON NEXT PAGE]

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| Agreed to and accepted, this \_\_\_\_ dayof \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_. Month YearCity of CommerceBy:  ATTEST: City Clerk[SEAL] | Agreed to and accepted, this \_\_\_\_ dayof \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_. Month YearCITY OF SandersvilleBy:  ATTEST: City Clerk[SEAL] |

Attachment 1—Terms and Conditions page 1 of 1

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

Term: Beginning hour ending 0100 Central Prevailing Time January 1, 2025 through hour ending 2400 Central Prevailing Time December 31, 2025

Contract Quantity: 2.5 MW (approximately 0.402946% of Project 1)

Pricing: $50.00/MWh