

SPECIAL STIPULATION NO. 1 hereof terminates the existing Access Lease Agreement, as applicable, appearing of record at Deed Book _____, Page(s) _____, Lee County, Alabama records.

NOTE: In correspondence regarding this Access Lease, please refer to:

File No. 46-95-0000A

ACCESS LEASE

STATE OF ALABAMA

COUNTY OF LEE

THIS ACCESS LEASE AGREEMENT (the "**Agreement**") is made and entered into this 14th day of July, 2016, between GEORGIA POWER COMPANY, a Georgia corporation, whose U.S. Postal Service address for notices hereunder is 1516 Bartletts Ferry Road Fortson, GA 31808 (the "**Lessor**"), and new lessee, whose U.S. Postal Service address for notices hereunder is 000 Lee Road 0000 Valley, AL 36854 (the "**Lessee**").

WITNESSETH:

WHEREAS, Lessor is the owner and developer of a hydroelectric development in Lee County, Alabama, and has constructed, in connection with said development, a dam known as Bartletts Ferry Dam, and backed up and impounded waters thereby making a reservoir known as Lake Harding (the "**Lake**"), the waters of which are used and intended to be used by Lessor in its own business and for the purpose of generating electrical energy (collectively, the "**Project**"); and

WHEREAS, Lessee is the owner or lessee of certain lands adjacent to or partially within the Project and identified on a plat attached hereto as Exhibit "A" and made a part hereof (the "**Lessee's Property**"), and has constructed and maintains a residence on Lessee's Property, and desires to use the waters of said Lake for the construction of one or more recreational structures and/or seawall (to the extent consented to by Lessor pursuant to Paragraph 4 of this Agreement), and for fishing, boating and general recreational purposes, all upon and subject to the terms and provisions in this Agreement; and

WHEREAS, Lessor, while not expressly inviting the use of the Lake for the foregoing named purposes, does not object thereto insofar as such activities do not interfere with its operation of the Project; and

WHEREAS, Lessee desires to lease from Lessor the Lease Area (as hereinafter defined).

NOW, THEREFORE, in consideration of the payment(s) contemplated herein, and the premises and the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor does hereby grant to Lessee, and Lessee does hereby accept from Lessor, a LEASE to use the following described lands:

All that parcel of land in area 00B, lying below the 525 foot contour (MSL), in T20N,R29E of Section 00 of Lee County, Alabama, identified in red on the plat attached hereto as Exhibit "A" and made a part hereof. Said parcel being adjacent to Lot No. 000 of Lee Subdivision.

The above-described lands and waters are identified on Exhibit "A" attached hereto and made a part hereof and are hereinafter referred to as the "**Lease Area**."

The parties hereto understand and agree that the use of the Lease Area by Lessee shall be subject to the following terms and conditions:

(SPECIAL CONDITION): Lessee accepts and leases the Lease Area with the understanding that in the event Lessor needs or requires the use of the Lease Area in any future development or use in the conduct of its business, this Agreement shall be terminated by written notice and all Improvements (as defined in Paragraph 3 below) located thereon shall be removed as provided for in Paragraph 3 below. All costs incurred in removal of said Improvements shall be borne by Lessee, and Lessee agrees not to resist or assail this right or any other right of Lessor to terminate this Agreement as provided herein.

1. (a) **Personal Privilege; Non-Exclusive Lease.** The lease granted by this Agreement is a personal privilege. Lessee understands and agrees that the privilege of use of the Lease Area is in the nature of a non-exclusive lease and no claim of right, interest or title in and to the Lease Area shall inure to, or be asserted by, Lessee. Lessor, its agents, employees and assigns may use the Lease Area with or without notice to Lessee. 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.

(b) **Recreational Use Only; No Guarantee of Condition.** Neither the Lease Area nor the Improvements shall be used by Lessee for any commercial or business purpose whatsoever. Lessee shall use the Lease Area solely for PRIVATE, NON-COMMERCIAL, RECREATIONAL ACTIVITIES in accordance with plans and specifications approved by Lessor. Lessee expressly acknowledges and agrees that the Lease Area may or may not be suitable for the purposes for which Lessee desires to use same and that the Lease Area may or may not be in a safe or proper condition for such use, but Lessee accepts the Lease Area in its present condition as suitable for such use. It is expressly agreed that the Lease Area shall not be used in any manner or way which would be in violation of any Federal, State or local laws, rules, orders or regulations. Lessee agrees not to use the Lease Area, nor will Lessee permit the Lease Area to be used, in any manner or for any purpose which might limit or interfere with Lessor's business.

(c) **Term; Renewal.** The term of this Agreement (the "Term") is fifteen (15) years, commencing on March 1, 2014, and expiring on February 28, 2029, subject however, to termination or cancellation under the provisions hereof. Upon expiration of the Term by passage of time and provided no default of Lessee has then occurred and remains uncured, the lease contemplated herein may be renewed at the option of Lessee for an additional period not to exceed fifteen (15) years, subject to the then current policies, rules, regulations, forms and rental rates established by Lessor.

2. **Annual Fee.** Lessee shall pay to Lessor the annual sum of **ONE HUNDRED AND 00/100 DOLLARS (\$100.00)** for the privilege of using the Lease Area during the Term. Said annual payments shall be made at Lessor's principal office in the City of Atlanta, Georgia, with good funds on or before the anniversary on which the Term begins. In the event that this Agreement shall be terminated or canceled under the terms hereof, Lessee shall not be entitled to reimbursement of any portion of the sum of money set forth in this Paragraph 2.

3. **Termination; Removal of Improvements.** Either Lessor or Lessee shall have the right to terminate this Agreement, without cause, subject to conditions hereinafter set out, by giving the other party written notice of such termination ninety (90) days in advance of the effective date of such termination, and this Agreement shall end and terminate on such date. On or before the termination of this Agreement, Lessee shall either remove any and all boat docks, boat houses, seawalls, and any other structures, improvements, facilities and/or property of Lessee which may have been placed on the Lease Area (collectively, the "Improvements"). All property of Lessee (including, without limitation, any Improvements) remaining at the Lease Area after expiration or termination of this Agreement will be deemed conclusively abandoned and may be removed by Lessor and sold or disposed of by Lessor at a price determined by Lessor in Lessor's sole discretion, or, at Lessor's option, retained by Lessor for Lessor's own account, without compensation to Lessee, and Lessee shall reimburse Lessor for the cost of removing and disposing of the same (which sum Lessee shall pay to Lessor on demand). Notwithstanding anything to the contrary set forth in this Agreement, in no event shall Lessee remove or demolish any seawall on the Lease Area without the express written approval of Lessor, which approval must be obtained by Lessee prior to the commencement of any removal or demolition activities.

4. (a) **Construction, Maintenance and Clearing.** LESSOR MAY GRANT OR WITHHOLD ITS CONSENT TO ANY CONSTRUCTION, MAINTENANCE OR CLEARING ACTIVITY ON THE LEASE AREA IN LESSOR'S SOLE DISCRETION. PRIOR TO ANY CONSTRUCTION, MAINTENANCE OR CLEARING ACTIVITY BY LESSEE, LESSEE MUST SUBMIT TO LESSOR, AND OBTAIN LESSOR'S WRITTEN CONSENT TO, ALL PLANS AND SPECIFICATIONS FOR THE CONSTRUCTION AND MAINTENANCE OF ANY IMPROVEMENTS UPON THE LEASE AREA OR ANY CLEARING OF THE LEASE AREA. LESSEE SHALL NOT CONSTRUCT OR MAINTAIN UPON THE LEASE AREA ANY IMPROVEMENTS OTHER THAN A BOAT HOUSE, BOAT DOCK AND/OR SEAWALL, NOR SHALL LESSEE CLEAR ALL OR ANY PORTION OF THE LEASE AREA (EXCEPT AS MAY BE PERMITTED UNDER THE TERMS OF PARAGRAPH 16(a) BELOW) WITHOUT THE CONSENT OF LESSOR, WHICH CONSENT SHALL BE GRANTED OR WITHHELD BY LESSOR IN LESSOR'S SOLE DISCRETION. Lessor's consent may be evidenced by the issuance of a "Georgia Power Company Construction Permit." All Improvements must be constructed and maintained, and all clearing must be performed, in strict accordance with the plans and specifications consented to by Lessor. All material excavated from the Lake in connection with a dredging permit obtained by Lessee shall be deposited in a manner which will prevent erosion of the material into the Lake or onto other Lessor lands.

(b) **No Alteration or Change to Contour of Lease Area.** Lessee understands and agrees that it shall not undertake any construction, ground disturbance or any other activity which will result in the alteration or change in the contour of any of the Lease Area.

(c) **Subdivision of Lessee's Property.** In the event that Lessee desires to subdivide Lessee's Property at any time during the Term, Lessee shall notify Lessor in writing and from and after the recording of the subdivision plat, this Agreement shall be deemed to be split into the same number of separate, distinct and unrelated lease agreements as there are separate tracts of Lessee's Property as so subdivided, each such lease agreement being solely applicable to one of such separate subdivided tracts, and (i) a default under one such lease agreement shall not be or be deemed to be a default under any other such lease agreement (regardless of, among other things, the giving of notice or the passage of time or both), and (ii) no Lessee under any lease agreement shall have any liabilities or obligations with respect to, arising out of or in connection with any other lease agreement except to the extent that such Lessee is the Lessee under such other lease agreement; provided, however, that there shall be no such lease agreement with respect to any subdivided tract having less than one hundred feet (100') of contiguous shoreline, and with respect to each such tract having less than one hundred feet (100') of contiguous shoreline, and with respect to each such tract having no shoreline (in each such instance, the number of feet of contiguous shoreline shall be as determined by Lessor, in Lessor's sole discretion), this Agreement shall terminate on the date thirty (30) days after the recording of the subdivision plat and any Improvements located on the Lease Area adjacent to such tract shall be removed by Lessee, at its sole cost and expense, prior to said termination date. All property of Lessee (including, without limitation, any Improvements) remaining at the Lease Area after said termination date will be deemed conclusively abandoned and may be removed by Lessor and sold or disposed of by Lessor at a price determined by Lessor in Lessor's sole discretion, or, at Lessor's option, retained by Lessor for Lessor's own account, without compensation to Lessee, and Lessee shall reimburse Lessor for the cost of removing and disposing of the same (which sum Lessee shall pay to Lessor on demand). In addition to the foregoing, the provisions of Paragraph 5 shall apply in connection with any sale or other transfer of any such tract.

(d) **Sewage, Garbage and Refuse Disposal.** Lessee shall not permit the discharge, directly or indirectly, of sewage, garbage, refuse or other objectionable matter in or into the waters of the Lake. Lessee shall further provide at its own expense adequate garbage or refuse disposal facilities, and shall not place or permit to be placed garbage or refuse on property of others, property of Lessor, or the premises or Lease Areas of other tenants or Lessees of Lessor in the Project. Lessee shall comply with all federal, state, and local laws, ordinances and regulations.

(e) **Protection of Environmental Features.** Lessee shall use all necessary precautions to protect the environmental features of the area, including without limitation measures to prevent soil erosion, to protect existing vegetative cover and protect the water quality of the Lake.

5. **No Transfer, Assignment or Sub-Lease.** Without Lessor's written consent, Lessee shall not transfer or assign this Agreement, nor sub-lease all or any portion of the Lease Area, nor use, nor permit to be used, the Lease Area for any purpose other than as specified herein. Notwithstanding anything to the contrary contained herein, in the event Lessee sells or otherwise transfers (other than as security) Lessee's Property, then the following shall apply: (a) Lessee shall promptly notify Lessor of such sale or transfer; (b) the lease granted herein, together with all rights of Lessee under or pursuant to this Agreement, together with Lessee's title in and to all Improvements, shall be deemed transferred to the transferee; (c) on or before the date ninety (90) days after such transfer, the transferee shall execute and enter into a new lease agreement with Lessor on Lessor's then current lease form and subject to and upon the then current policies, rules, regulations and lease rates established by Lessor; and (d) the lease granted herein shall terminate on the earlier to occur of (i) the date the transferee executes and enters into such new lease agreement, and (ii) the date which is ninety (90) days after such transfer.

6. **Indemnification.** Lessee shall and does hereby agree to indemnify and save harmless and defend Lessor from the payment of any sum or sums of money to any person whomsoever (including third persons, subcontractors, Lessee, Lessor and agents and employees of them) on account of claims or suits growing out of injuries to persons (including death) or damage to property (including property of Lessor) in any way attributable to or arising out of the use of the Lease Area by Lessee as provided for in this Agreement, including (but without limiting the generality of the foregoing) all liens, garnishments, attachments, claims, suits, judgments, costs, attorney's fees, cost of investigation and of defense, and excepting only those situations where the injuries and damages claimed have been directly caused by reason of the sole negligence on the part of Lessor, its agents or employees. Lessee having accepted the Lease Area in its present condition and having agreed that the Lease Area may not be suitable for the use intended by Lessee and further that the Lease Area may not be in a safe or proper condition for such use, if the liability of Lessor arises due to the condition of the Lease Area or the suitability of the Lease Area for the use intended in this Agreement, such shall not be deemed the sole negligence of Lessor.

7. **Notices.** All notices required, necessary or desired to be given under this Agreement shall be effective only if given in writing and deposited, postage prepaid, with the United States Postal Service, by facsimile or by email (and if sent by facsimile or email, provided and on the condition that a duplicate copy of the notice is also promptly deposited with the United States Postal Service, postage prepaid), and directed to the addresses specified above, or to such other address, email address or facsimile number as either party hereto may hereafter specify by like notice, and said notice, if deposited with the United States Postal Service postage prepaid shall be deemed received on the date said notice shall have been duly deposited with the United States Postal Service, if sent by facsimile or email, on the business day sent, if sent during business hours in the recipient's time zone, otherwise on the following business day.

8. **Rules and Regulations; Ingress and Egress.** Lessee agrees to use and occupy the Lease Area subject to all rules and regulations which Lessor has promulgated for the use of the Lease Area or which it may hereafter adopt for the use of the Lease Area. Lessee further agrees that Lessor, its officers, agents and employees or other persons authorized by Lessor, shall have the right at any and all times to enter upon the Lease Area in its and their business, including without limitation investigation of Lessee's compliance with the terms of this Agreement. It is understood and agreed that Lessor's right of ingress and egress shall always exist and shall not be interfered with, and shall include without limitation the right to cut and remove trees that Lessor, in Lessor's sole discretion, deems desirable or expedient for the protection of Lessor's property and forestry program, or for the use and enjoyment of easement rights granted or to be granted by Lessor.

9. **Right to Affect Waters of the Lake.** Lessor reserves the full, unconditional, unrestricted and complete right and privilege to raise or lower, restrict, control, store, retain, withhold, increase, decrease, retard, stop, obstruct, divert, or use the waters of the Lake in any manner Lessor, its successors or assigns, may deem expedient or desirable in its own business or in any business in which Lessor may wish to engage. Therefore, it is expressly understood that any Improvements are expressly subject to Lessor's rights to (i) flood and backwater over and upon any portion of the Lease Area, (ii) extend or enlarge Lessor's said hydroelectric development, (iii) to extend and enlarge the Lake to include the Lease Area, and (iv) flood the Lease Area by raising the dam level of the Lake in connection with the extension and expansion of said hydroelectric development, with the provision that in the event of said extension or expansion, if practicable, Lessor shall give to Lessee written notice to terminate this Agreement without cause as provided in Paragraph 3 above; and Lessee shall remove any and all Improvements from the Lease Area in accordance with Paragraph 3. Any Improvements from time to time located on the Lease Area are located thereon at the peril of Lessee with full notice

and knowledge that Lessor has the right to enlarge its said operation as herein provided. 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 Lease Area, and Lessee will not interfere with others having such right or permit from Lessor.

10. **Events of Default.** This Agreement shall be subject to termination or cancellation by Lessor upon the occurrence of any one or more of the following causes or events:

- (a) Removing or manifesting any intention to remove any Improvements located upon the Lease Area without written permission from Lessor;
- (b) Conviction of violation of any Federal, State, or Local laws, rules, orders, or regulations;
- (c) 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;
- (d) Promiscuous or intentional discharging of firearms on any property of Lessor;
- (e) Failure by Lessee to comply with any of the provisions set forth in Paragraph 4 above;
- (f) Failure by Lessee to maintain any Improvements on the Lease Area in safe and proper repair;
- (g) Failure by Lessee to comply with any covenant, term or condition of this Agreement after thirty (30) days written notice from Lessor of such non-compliance.
- (h) Failure by Lessee to pay taxes as provided in Paragraph 15 herein;
- (i) Failure by Lessee to timely pay the annual fee specified in Paragraph 2 above;
- (j) Removal by Lessee, Lessee's family, guests, invitees, employees or contractors of growing trees or timber located upon the Lease Area without prior written permission from Lessor, which permission may be granted or withheld in Lessor's sole discretion.

Upon the occurrence of any one or more of the causes or events set forth above, Lessor may give to Lessee ten (10) days' written notice stating the cause(s) or event(s) which has or have occurred and remain uncured. If the cause(s) or event(s) for which said notice is given shall not have been cured within such ten (10) day period, then, at any time thereafter while such cause(s) or event(s) remain uncured, Lessor may give to Lessee written notice that Lessee's rights and privileges set forth herein shall cease thirty (30) days thereafter, whereupon Lessee's rights and privileges set forth herein shall cease thirty (30) days after said notice, and on or before such thirtieth (30th) day, Lessee shall remove any and all Improvements. If at the expiration of said thirty (30) days, Lessee shall not have removed the Improvements, then the Improvements will be deemed conclusively abandoned and may be removed by Lessor and sold or disposed of by Lessor at a price determined by Lessor in Lessor's sole discretion, or, at Lessor's option, retained by Lessor for Lessor's own account, without compensation to Lessee, and Lessee shall reimburse Lessor for the cost of removing and disposing of the same (which sum Lessee shall pay to Lessor on demand). Notwithstanding anything to the contrary set forth in this Agreement, in no event shall Lessee remove or demolish any seawall on the Lease Area without the express written approval of Lessor, which approval must be obtained by Lessee prior to the commencement of any removal or demolition activities.

11. **Return of Lease Area.** Lessee agrees to deliver the Lease Area at the expiration, cancellation or termination of this Agreement in as good condition as when received by Lessee.

12. **No Waiver of Lessor's Rights.** No failure of Lessor to exercise any power given Lessor hereunder, or to insist upon strict compliance by Lessee with Lessee's obligations hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Lessor's right to demand exact compliance with the terms hereof.

13. **Subject to FERC License.** Lessee agrees that use or occupancy of the Lease Area by Lessee, Lessee's family, guests or invitees is subject in all respects to the provisions, terms and conditions set forth in the Federal Energy Regulatory Commission license for the Project, as from time to time amended, which is hereby incorporated by reference as a part of this Agreement, and shall be subject to such orders, rules and regulations as the Federal Energy Regulatory Commission (or any successor government body) has issued or may issue from time to time as prescribed under the provisions of the Federal Power Act for the Project. Lessor expressly reserves the use of that portion of the Lease Area which lies within the Project boundary for Project purposes.

14. **Entire Agreement.** This Agreement contains the entire agreement of the parties hereto, and no representations, inducements, promises or agreements between the parties, oral or otherwise, which are not embodied herein shall be of any force or effect. No modification shall be made to this Agreement except as shall be in writing and signed by both parties.

15. **Payment of Taxes and Assessments on Improvements.** During the Term, all taxes and assessments which may be charged or assessed on the Improvements shall be paid by Lessee. In the event Lessee shall at any time fail or refuse to pay any tax or assessment lawfully charged or assessed against property of Lessee located at or upon the Lease Area, Lessor may pay said tax or assessment and the amount thereof shall be promptly repaid to Lessor by Lessee upon demand.

16. (a) **Limited Right to Clear.** In order to protect water quality, wildlife habitat and the scenic value of the Project, Lessee agrees and covenants not to remove from the Lease Area any trees or native shrubs without written permission from Lessor. To create a limited view corridor, Lessee with prior written permission from Lessor may clear briars and small trees less than three inches (3") in diameter measured at the ground, with the exception of Redbud, Dogwood, American Holly, Willow and Red Cedar trees.

(b) **Tree Removal.** Lessee shall be responsible, at Lessee's expense, for cutting and removing (i) all dead, diseased, weak or leaning trees from the Lease Area which, upon falling, are likely to endanger persons or damage property on or adjacent to the Lease Area, and (ii) all trees that have fallen on or from the Lease Area, provided that Lessee obtains prior written approval of such cutting and removal from Lessor, which approval may be conditioned upon the requirement that Lessee plant replacement tree(s) in a number equal to or greater than the number of trees being cut and removed by Lessee. In addition, Lessor may elect to specify in such approval the species of replacement tree(s) which Lessee must plant. LESSEE AGREES AND COVENANTS TO PROMPTLY REMOVE ALL DEBRIS FROM LESSOR LANDS IN A MANNER SATISFACTORY TO LESSOR. Further, Lessee shall be responsible for removing and disposing of all trees which have fallen on or from the Lease Area. Lessor and Lessee agree that all actions for damages and personal injuries arising as a result of falling trees and limbs shall be subject to the indemnification provision contained in Paragraph 6 hereof. All tree removal and disposal contemplated herein shall be performed in accordance with all applicable federal, state and local laws and ordinances.

(c) **Use of Hand Tools.** Lessee shall use hand tools to the greatest extent possible in conducting the activities contemplated herein on the Lease Area. Any tracks left by mechanized equipment or other damage caused by Lessee shall be promptly restored by Lessee to the satisfaction of Lessor.

17. **High-Voltage Safety Act.** Lessee hereby agrees and covenants not to use and will prohibit agents, employees and contractors of Lessee from using any tools, equipment or machinery within ten (10) feet of overhead electrical conductors situated on the Lease Area. Lessee agrees to comply with Official Code of Georgia (hereinafter the "Code") Section 46-3-30 et seq., (HIGH-VOLTAGE SAFETY ACT) and the rules and regulations promulgated thereunder, and further agrees to notify any contractors that may be employed by Lessee to perform any work under this Agreement of the existence of said Code sections and regulations by requiring said work to be performed in compliance with said Code sections and regulations by including same as a requirement in its request for bids and including said requirement in any contract let as a result of said bid. Lessee further agrees and covenants to warn all persons whom Lessee knows or should reasonably anticipate for any reason may resort to the vicinity of such conductors of the fact that such conductors are (a) electrical conductors, (b) energized, (c) uninsulated and (d) dangerous.

18. **No Endangerment of Health; No Nuisance; No Incompatible Use.** Lessee shall not use the Lease Area in such a manner as to endanger health, create a nuisance, or otherwise be incompatible with the overall Project use.

19. **Agreement Subject to Taxes, Easements, Laws, Rights of Third Parties, etc.; Subordination.** This Agreement is made subject to (a) all taxes and assessments; (b) all utility easements serving or crossing the Lease Area; (c) all laws, ordinances, rules and regulations of any governmental authority or agency, including zoning restrictions, which may now or hereafter be applicable to the Lease Area; and (d) previous and future rights granted by Lessor to third parties. Further, this Agreement shall be subordinate to the rights, privileges, liens, security title and interest of any and all persons, firms or corporations which is secured in whole or in part by the Project, or any part thereof, irrespective of whether said security interest shall be created by Deed to Secure Debt, Mortgage, Security Deed, Indenture, Security Agreement or otherwise, now or hereafter in existence. This subordination shall be effective for all purposes and no other instrument or agreement shall be necessary to bind Lessee for the benefit of the holder or any such security interest.

20. **Identification of Lease Area.** During the Term, Lessor has the right to install and maintain, or to request that Lessee install and maintain, a decal or identifying lot number approved by Lessor, upon the Improvements on the Lease Area, and such decal or identifying number shall be large enough to be readable from the Lake and shall be installed facing the Lake. In such event, Lessee shall not remove, paint over, alter, modify or damage same.

SPECIAL STIPULATIONS:

SPECIAL STIPULATION NO. 1 – Lessor and Lessee hereby acknowledge and agree that the existing Access Lease Agreement, as applicable, between Georgia Power Company, as Grantor/Licensor, and Ricky Trawick, as Grantee/Licensee, dated _____, _____, and recorded at Deed Book _____, Page(s) _____, Lee County, Alabama records, is hereby terminated effective as of the date of this Agreement.

IN WITNESS WHEREOF, the parties have executed or caused to be executed this Agreement, under seal, as of the day and year first above written.

<p>LESSEE -</p> <p>By _____ SEAL</p> <p>By _____ SEAL</p> <p>Witness _____</p> <p>Notary Public _____</p>
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<p>LESSOR - GEORGIA POWER COMPANY</p> <p>By _____ SEAL</p> <p>Name <u>DAWSON F. INGRAM</u> <u>LAKE RESOURCES MANAGER</u></p> <p>Witness _____</p> <p>Notary Public _____</p>
