

Family Entity Lease Addendum

This Addendum (the "Addendum") is made and entered into this _____ day of _____ 20__ by GEORGIA POWER COMPANY ("Lessor"), 241 Ralph McGill Boulevard, Atlanta, Georgia 30308, a Corporation organized and existing under the laws of the State of Georgia, and **THE FAMILY ENTITY NAME*** ("Lessee").

***Note: For Trusts, the Family Entity Name is X (or X and Y) as Trustees of (Name of the Trust) pursuant to (Name of Agreement Forming Trust) Dated (Date of Trust Agreement).**

Witnesseth

WHEREAS, Lessor and Lessee are contemporaneously herewith entering into that certain Lease Agreement dated **Date of the Lease Agreement Goes Here** __, 20 __, as to Lot Number **Lot Number Goes Here** (the "Lease Agreement"); and

WHEREAS, Lessor and Lessee desire that the terms and provisions of this Addendum be incorporated into and made a part of the Lease Agreement as fully as if set forth therein; and

NOW, THEREFORE, for and in consideration of ten dollars in hand paid by each party hereto to the other, the receipt and sufficiency of which are hereby acknowledged by Lessor and Lessee, Lessor and Lessee hereby agree as follows:

1. Terms used herein and denoted by their initial capitalization shall have the meanings set forth in the Lease Agreement unless specifically indicated herein to the contrary. In the event of any conflict or inconsistency between the terms and conditions of this Addendum and of the Lease Agreement, the terms and conditions of this Addendum shall govern and control. All references in the Lease Agreement to "Lease" or "lease" shall be deemed to be references to the Lease Agreement as from time to time modified, including but not limited as modified by this Addendum. This Addendum is hereby incorporated into and made a part of the Lease Agreement.

2. **Definitions:**

"Certificate" shall mean the certificate attached hereto as **Schedule "A"** and by reference made a part hereof.

"Certified Family Entity Owner" shall mean any one of, and "Certified Family Entity Owners" shall mean any two or more of, the Family Members executing and delivering to Lessor the Certificate.

"Eligible Members" shall mean **Head of the Family Goes Here** (insert the name of a single individual) ("Designated Individual"), the spouse of Designated Individual and any child, grandchild and other descendant of Designated Individual, or of the spouse of Designated Individual, and any spouse of any of the foregoing, and any child, grandchild and other descendant of such spouse.

"Family Entity" shall mean: (i) any Fiduciary Arrangement, or (ii) any Organization.

“Family Entity Agent” shall mean the natural person designated in the Certificate (subject to change in accordance with Paragraph 3(i) hereof).

“Family Members” shall mean those Eligible Members owning or which are the beneficiaries of 100% of any Organizations, and together with those Eligible Members owning 100% of the beneficial interests under, and which are the sole beneficiaries of, any Fiduciary Arrangements.

“Fiduciary Arrangement” shall mean any estate, trust, guardianship, custodianship or other fiduciary arrangement for the sole benefit of one or more of the Eligible Members.

“Organization” shall mean any corporation, partnership, limited liability company or other business organization all the interests of which are owned, directly or indirectly, by one or more of the Eligible Members or by one or more Fiduciary Arrangements.

3. Lessee acknowledges and agrees that this Addendum and the Lease Agreement are entered into by Lessor conditioned upon and subject to strict compliance by Lessee with all of the following terms and conditions, and Lessee hereby covenants and agrees to strictly comply with all of the following terms and conditions:

(a) Lessee is a Family Entity.

(b) The entire interest of Lessee in the Lease Agreement is held by the Family Entity currently constituting Lessee.

(c) Use of the Premises and Lessee’s Property shall be restricted to the natural individuals who are Certified Family Entity Owners, and their spouses, children and grandchildren. Neither the Premises nor Lessee’s Property shall be used for any professional (such as but not limited to the practice of law or medicine), commercial, retail, industrial, or mining purposes. Without limiting the generality of the foregoing, in no event shall the Premises or Lessee’s Property be used, directly or indirectly, in any manner, as a hotel, motel, time share, or other temporary residence for rent. The Premises and Lessee’s Property shall be used solely as a single family residence.

(d) On or before the effective date of the Lease Agreement, Lessee shall cause to be delivered to Lessor the Certificate executed by Lessee and by each of the Family Members. From time to time, an updated Certificate executed by Lessee and by each of the Family Members may be delivered to Lessor, and shall be effective as the Certificate from and after the date of delivery to Lessor.

(e) Except as expressly set forth in Paragraph 3(c) of this Addendum, Lessee shall not assign, mortgage or encumber the Lease Agreement, shall not sublease the Premises or lease Lessee’s Property, and shall not permit the Premises or Lessee’s Property or any part of the Premises or Lessee’s Property to be used or occupied by others, whether voluntarily, involuntarily or by operation of law, without the prior written consent of Lessor in each instance.

(f) Neither occupancy by anyone other than Certified Family Entity Owners, nor collection of rent by Lessor from anyone other than Certified Family Entity Owners, shall be deemed (i) a waiver of the provisions of this Addendum or of the provisions of Paragraph 7 of the Lease Agreement, or (ii) the acceptance of the assignee, subtenant or occupant as lessee, or (iii) a release of

Lessee from the further performance by Lessee of covenants on the part of Lessee contained in the Lease Agreement or in this Addendum, or (iv) a release of any Certified Family Entity Owner under the Certificate. Except for the occupancy by Lessee expressly permitted under and in strict accordance with this Addendum, the provisions of this Addendum shall not relieve Lessee from complying with the provisions of this Addendum and with the provisions of Paragraph 7 of the Lease Agreement in connection with any assignment or sublease, including without limitation any subsequent or successor Family Entity.

(g) No Certified Family Entity Owner shall assign or encumber its interest in the Family Entity or otherwise permit the Premises or Lessee's Property or any part of the Premises or Lessee's Property to be used or occupied by anyone other than Certified Family Entity Owners, their spouses, children, grandchildren and other descendants.

(h) Lessee shall not use or permit the Premises or Lessee's Property or any part of the Premises or Lessee's Property to be used or occupied by anyone other than Certified Family Entity Owners, their spouses, children, grandchildren and other descendants.

(i) In connection with the Lease Agreement, this Addendum and the Premises, and all matters relating thereto, Lessor may deal solely with the Family Entity Agent, and the Family Entity Agent shall have the full power and authority to act for and obligate Lessee and the Family Entity. The Family Entity Agent may be changed by the Family Entity only with the prior written consent of Lessor. The Family Entity Agent must be a Certified Family Entity Owner residing in the State of Georgia.

(j) Lessee recognizes and acknowledges that Lessor is expressly relying on the truth and accuracy of the warranties and representations set forth in the Certificate without any obligation to investigate the truth thereof; that the warranties and representations are a material inducement to Lessor in entering into the Lease Agreement and this Addendum with Lessee; and that Lessor would not be willing to enter into the Lease Agreement and this Addendum with Lessee in the absence of the warranties and representations (and the truthfulness of the warranties and representations) set forth in the Certificate. If any representation or warranty of Lessee, any Family Member, any Eligible Member, or any other person executing the Certificate shall have been false or misleading in any material respect when made, an immediate Event of Default shall occur under and pursuant to the Lease Agreement, without the need for the giving of any notice or opportunity to cure.

(k) Any purported assignment, sublease, transfer or conveyance of any sort or nature whatsoever of all or any portion of, or any interest in, any Certified Family Entity Owner's interest in the Family Entity to anyone other than a Certified Family Entity Owner shall be an immediate Event of Default under and pursuant to the Lease Agreement, without the need for the giving of any notice or opportunity to cure.

(l) An immediate Event of Default under and pursuant to the Lease Agreement, without the need for the giving of any notice or opportunity to cure, shall be deemed to have occurred in the event that at any time the Certified Family Entity Owners own or are the beneficiaries of less than 100% of the Family Entity, either directly or by virtue of owning 100% of the interests in, or being the sole beneficiaries of, (i) any Fiduciary Arrangement, or (ii) any Organization.

4. This Addendum may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement. The executed signature pages of any counterpart hereof may be appended or attached to any other counterpart hereof; and, provided that all parties hereto shall have executed a counterpart hereof, this Addendum shall be valid and binding upon the parties notwithstanding the fact that the execution of all parties may not be reflected upon any one single counterpart. All personal pronouns used in this Addendum, whether used in the masculine, feminine or neuter gender, shall include all genders, the singular shall include the plural and vice versa.

5. As expressly modified by this Addendum, the Lease Agreement shall remain in full force and effect, and is expressly ratified and confirmed by the parties hereto. The terms of this Addendum shall supersede and control over any conflicting or contrary terms in the Lease Agreement. This Addendum shall be governed by and construed in accordance with the laws of the State of Georgia, and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, representatives and assigns. Time is of the essence of all the terms of the Lease Agreement as modified by this Addendum. No provision of this Addendum shall be construed against or interpreted to the disadvantage of either party by any court, judicial or other governmental authority by reason of such party's having been deemed to have structured, written, drafted or dictated such provision.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Addendum to be duly authorized, executed and delivered as of the day and year first above written.

Signed, sealed and delivered in the presence of:

Witness

Notary Public

My Commission expires:

Notarial Seal

LESSEE:

FAMILY ENTITY NAME HERE

By: SIGNATURE OF OFFICER, TRUSTEE, PARTNER OR MANAGER, AS APPROPRIATE(SEAL)

Name: Type Name of Person Signing

Its: Position of Person Signing, such as President, Trustee, Partner or Manager

(SEAL)

Signed, sealed and delivered in the presence of:

Witness

Notary Public

My Commission expires:

Notarial Seal

LESSOR:

GEORGIA POWER COMPANY, a Georgia corporation

By: _____

Name: Jeff A Jackson

Its: Lake Resources Manager

Schedule "A"

Certificate

This Certificate (the "Certificate") is made and given by THE NAME OF THE ENTITY GOES HERE ("Executing Family Entity") and by the Certified Family Entity Owners (as hereinafter defined) as of the date set forth next to his or her respective signature, in favor of GEORGIA POWER COMPANY ("Lessor"), 241 Ralph McGill Boulevard, Atlanta, Georgia 30308, a Corporation organized and existing under the laws of the State of Georgia, in connection with that certain Lease Agreement dated Date of the Lease Agreement Goes Here, 20__ (the "Lease Agreement") between Lessor and Executing Family Entity, and the Addendum incorporated therein between Lessor and Executing Family Entity (the "Addendum") (the Lease Agreement as from time to time modified, including but not limited as modified by the Addendum, is herein called the "Lease").

In consideration of Ten Dollars and other good and valuable consideration in hand paid to the undersigned by Lessor, the receipt and sufficiency of which are hereby acknowledged, Executing Family Entity and the Certified Family Entity Owners and each of them, jointly and severally, do hereby certify, warrant, represent, covenant and agree as follows:

1. Terms used herein and denoted by their initial capitalization shall have the meanings set forth in the Lease Agreement unless specifically indicated herein to the contrary.

2. Definitions:

"Family Entity Agent" shall mean Family Entity Agent's Name, whose address is: Address of Family Entity Agent; and whose phone number is: Phone number of Family Agent.

"Certified Family Entity Owners" shall mean the following individuals: Names of the Family Entity Owners

_____.

3. Executing Family Entity owns the entire interest of the Lessee under the Lease, and Executing Family Entity owns all of Lessee's Property (as defined in the Lease). The Certified Family Entity Owners own or are the beneficiaries of 100% of Executing Family Entity, either directly or by virtue of owning 100% of the interests in, or being the sole beneficiaries of, (i) any estate, trust, guardianship, custodianship or other fiduciary arrangement for the sole benefit of one or more of the Certified Family Entity Owners, or (ii) any corporation, partnership, limited liability company or other business organization all the interests of which are owned, directly or indirectly, by one or more of the Certified Family Entity Owners, or by one or more of the entities described in (i) above.

4. In connection with the Lease and the Premises and Lessee's Property, and all matters relating thereto, Executing Family Entity hereby appoints the Family Entity Agent as agent for Executing Family Entity (and each of the Certified Family Entity Members hereby consent and agree to such appointment), and acknowledges and agrees that Lessor may deal solely

with the Family Entity Agent, and the Family Entity Agent shall have the full power and authority to act for and obligate Executing Family Entity. The Family Entity Agent may be changed by Executing Family Entity without the consent or joinder of the Certified Family Entity Members. The Family Entity Agent may be changed by Executing Family Entity only with the prior written consent of Lessor. The Family Entity Agent must be a Certified Family Entity Owner residing in the State of Georgia.

5. Lessor is expressly relying on the truth and accuracy of the certifications, covenants, agreements, warranties and representations set forth in this Certificate without any obligation to investigate the truth thereof; the certifications, covenants, agreements, warranties and representations herein are a material inducement to Lessor in entering into the Lease with Executing Family Entity; and Lessor would not be willing to enter into the Lease in the absence of the certifications, covenants, agreements, warranties and representations (and the truthfulness of the certifications, warranties and representations) set forth in this Certificate. If any certification, representation or warranty of Executing Family Entity, any Certified Family Entity Owner, or any other person executing this Certificate shall have been false or misleading in any material respect when made, an immediate Event of Default shall occur under and pursuant to the Lease, without the need for the giving of any notice or opportunity to cure.

6. Any purported assignment, sublease, transfer or conveyance of any sort or nature whatsoever of all or any portion of, or any interest in, any Certified Family Entity Owner's interest in Executing Family Entity to anyone other than a Certified Family Entity Owner shall be an immediate Event of Default under and pursuant to the Lease, without the need for the giving of any notice or opportunity to cure.

7. An immediate Event of Default under and pursuant to the Lease, without the need for the giving of any notice or opportunity to cure, shall be deemed to have occurred in the event that at any time the Certified Family Entity Owners own or are the beneficiaries of less than 100% of Executing Family Entity, either directly or by virtue of owning 100% of the interests in, or being the sole beneficiaries of, (i) any estate, trust, guardianship, custodianship or other fiduciary arrangement for the sole benefit of one or more of the Certified Family Entity Owners, or (ii) any corporation, partnership, limited liability company or other business organization all the interests of which are owned, directly or indirectly, by one or more of the Certified Family Entity Owners, or by one or more of the entities described in (i) above.

8. Executing Family Entity and each of the Certified Family Entity Owners, jointly and severally, agree to abide by the terms and provisions of the Lease. Executing Family Entity and each of the Certified Family Entity Owners, jointly and severally, agree to hold harmless, covenant not to sue, and agree 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, Lessee's Property, the Reservoir or the Project by Lessee's Users during the Term. The waiver by Executing Family Entity and each of the Certified Family Entity Owners of any claim against Lessor for any injury or damage to persons or property, as herein provided, and the agreement of Executing Family Entity and each of the Certified Family Entity Owners to indemnify Lessor are valuable considerations for Lessor's entering into the Lease with Executing Family Entity. To the extent of the insurance required to be maintained by Executing Family Entity (but in no event in excess of the fullest extent permitted under O.C.G.A. Section 13-8-2) under the Lease, Executing Family Entity and each of the Certified Family Entity Owners 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 51-3-20 et seq. are applicable thereto, the provisions of this Paragraph 8 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 13-8-2 is applicable thereto.

9. The provisions of this Certificate shall inure to the benefit of Lessor, its successors and assigns, and be binding upon Executing Family Entity and the Certified Family Entity Owners, and their respective heirs, administrators, executors, personal representatives, successors and assigns. Time is of the essence of this Certificate. This Certificate shall be governed by and enforced and construed under the laws of the State of Georgia. This Certificate may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement. The executed signature pages of any counterpart hereof may be appended or attached to any other counterpart hereof; and, regardless of whether all Certified Family Entity Owners shall have executed a counterpart hereof, this Certificate shall be valid and binding upon the executing Certified Family Entity Owners notwithstanding the fact that the execution of all Certified Family Entity Owners may not be reflected upon any one single counterpart and notwithstanding the fact that this Certificate has not been executed by all Certified Family Entity Owners. All personal pronouns used in this Certificate, whether used in the masculine, feminine or neuter gender, shall include all genders, the singular shall include the plural and vice versa. No provision of this Certificate shall be construed against or interpreted to the disadvantage of any party by any court, judicial or other governmental authority by reason of such party's having been deemed to have structured, written, drafted or dictated such provision.

10. In the event of any conflict between the terms and provisions of this Certificate and the governing terms and provisions of Executing Family Entity or any Fiduciary Arrangement or Organization, the terms and provisions of this Certificate shall control for all purposes.

IN WITNESS WHEREOF, Executing Family Entity and the Certified Family Entity Owners have caused this Certificate to be duly authorized, executed and delivered, each as of the day and year set forth next to their respective signature.

Family Entity Name Goes Here
(Print legal name of Executing Family Entity)

_____(SEAL)
Name: _____

_____(SEAL)
Name: _____

_____(SEAL)
Name: _____

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_____(SEAL)
Name: _____

PLEASE NOTE:

All Certified Family Entity Owners must execute this page of the Certificate. If any Certified Family Entity Owner is under 18, their parent should sign for them, and at such time as they turn 18, an updated Certificate should be executed and delivered to Georgia Power.

Certified Family Entity Owners include without limitation all living persons who are beneficiaries (including contingent beneficiaries, such as grandchildren) of a trust, and all living persons who are members or shareholders or partners, as the case may be, in any, limited liability company, corporation or partnership.