



East Mississippi Electric Power Association

**Agreement for Interconnection and Parallel Operation
Of
Renewable Distributed Generation (DG)**

February 2010

Revision History

| Revision | Author | Date | Notes |
|-----------------|---------------|-------------|---|
| 1 | PIW | 2/1/2010 | Initial revision used for Board Approval, February 2010 |
| 2 | PIW | 3/12/2010 | Minor editing, addition of revision table |
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Or

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East Mississippi Electric Power Association

INTERCONNECTION AND PARALLEL OPERATION AGREEMENT

FOR RENEWABLE GENERATION

This Interconnection Agreement (“Agreement”) is made and entered into this ____ day of _____, 20____, by East Mississippi Electric Power Association, (“Distributor”) organized under the laws of the State of Mississippi, and _____ (“DG Owner”), and

WHEREAS, the DG Owner having residence in Mississippi has requested interconnection services to interconnect and operate renewable generation that is owned by the DG Owner at the DG Owner’s presently metered location, which is _____, and each hereinafter sometimes referred to individually and collectively as “Party” or “Parties”.

Now, therefore, for and in consideration of the mutual covenants and agreements set forth herein, the Parties agree as follows:

1. Scope of Agreement

1.1. This Agreement is applicable to conditions under which the Distributor and the DG Owner agree that one or more generating systems and all related interconnection equipment (described in the Application For Interconnection of Distributed Generation and attached to this agreement and hereinafter referred to as “Qualifying System”) located at DG Owner’s presently metered location with gross power rating of _____kW and to be interconnected at _____V may be interconnected to the Distributor’s electric power distribution system (“System”). Execution of this agreement allows the DG Owner to proceed with procurement and installation of the system **but DG Owner is not allowed to proceed with parallel operation** until Distributor has received a completed Certificate of Completion, Distributor has conducted an onsite inspection and witnessed any required commissioning test or waived such test, and has given DG Owner written authorization to proceed with parallel operation.

2. Applicability and Definition of DG Systems

2.1. The information contained in this Agreement is applicable to Facilities installed in residences and rated at 10KW or less or at businesses whose primary purpose is not the generation of electricity and rated at 100KW or less. Facilities may consist of two different types of DG systems. DG systems that are commercially available as pre-packaged DG equipment satisfying the requirements of IEEE Standard 1547 and UL 1741, and are stamped as such, shall hereinafter be referred to as “Pre-Packaged DG.” DG systems consisting of individual components that were not factory tested as a complete Pre-Packaged DG shall hereinafter be referred to as “Component DG”. Any modifications to Pre-Packaged DG or Component DG shall cause the requirements of UL 1741 to no longer be satisfied and the system shall be

disconnected. The Distributor will disconnect a system that no longer satisfies the requirements of UL 1741 in accordance with Section 10.

2.2. A Qualifying System shall meet the requirements indicated in Section 2.1 above and shall derive its energy from the following types of renewable generation sources:

- Solar – Photovoltaic or Concentrated Solar Power
- Wind
- Landfill Methane
- Other biologically derived methane gas such as biogas from anaerobic digestion
- Hydropower - Low impact hydrokinetic provided that meets the certification standards established by the Low Impact Hydropower Institute.
- Biomass-solid, non-hazardous, cellulosic material derived from forest-related waste resources, solid wood waste materials (not chemically treated woods or garbage), agricultural wastes or plants grown exclusively as the fuel for electric generation.

3. Establishment of Point of Interconnection

3.1. The point where the electric energy first leaves the wires or facilities owned by the Distributor and enters the wires of facilities provided by the DG Owner is the “Point of Interconnection.” The Distributor and DG Owner shall interconnect the Facilities at the Point of Interconnection in accordance with IEEE Standard 1547 as promulgated and amended by the Institute of Electrical and Electronic Engineers (IEEE) and titled: IEEE Standard for Interconnecting Distributed Resources with Electric Power System, the rules, regulations, by-laws, rates and tariffs of East Mississippi Electric Power Association (EMEPA) and its power suppliers (“Wholesale Providers”), Mississippi Power Company (MPC) and the Tennessee Valley Authority (TVA) as applicable, (the “Rules”) which are incorporated herein by reference. The interconnection equipment installed by the DG Owner (“Interconnection Facilities”) shall be in accordance with the Rules as well as the EMEPA and MPC or TVA interconnection requirements for Distributed Generation.

4. Establishment of Point of Dedicated Facilities

4.1. The point where the electric energy first leaves the facilities owned by the Distributor that are used to serve its members and enters the electric distribution system constructed, owned, operated, and maintained by the Distributor that are used exclusively for providing electric service to the DG Owner is the “Point of Dedicated Service.”

5. General Responsibilities of the Parties

5.1. Distributor has reviewed the proposed generation and related equipment as described in the Distributor’s Interconnection Procedures and Requirements and approved the Qualifying System for interconnection based on one of the following conditions:

5.1.1. Qualifying System has been certified as meeting the applicable codes and standards and has passed the Fast Track Screening Process, or

5.1.2. Distributor, in agreement with DG Owner, has conducted additional engineering evaluations or detailed impact studies and any necessary System upgrades or changes identified by the additional studies have been implemented and DG Owner has paid for such changes where necessary;

- 5.2. Distributor will use reasonable effort to notify DG Owner if there is evidence that the Facilities' or Interconnection Facilities' operations causes disruption or deterioration of service to other members served from the System or if the Facilities' operation causes damage to the System. DG Owner will notify the Distributor of any emergency or hazardous condition or occurrence with the DG Owner's Facilities which could affect safe operation of the System. The Distributor shall have the right to disconnect DG Owner's facilities as described in Section 10 even if notice is not given.
- 5.3. DG Owner will, at his own cost and expense, design, install, operate, maintain, repair and inspect and shall be fully responsible for his Facilities, Interconnection Facilities and any other equipment designated by the Distributor unless otherwise specified in the Interconnection Application's list of equipment.
- 5.4. DG Owner shall comply with all applicable laws, regulations, zoning codes, building codes, safety rules, and environmental restrictions, including the latest version of the National Electrical Code applicable to the design, installation, operation and maintenance of its Qualifying System.
- 5.5. DG Owner shall provide Local Building Code Official inspection and certification of installation forms to the Distributor. The certification shall reflect that the code official has inspected and certified that the installation was permitted, has been approved and has met all electrical and mechanical qualifications.
- 5.6. After installation, the DG Owner shall return the Certificate of Completion to the Distributor. Prior to parallel operation, the Distributor will inspect the Qualifying System for compliance with standards which may include a witness test ("Final Inspection"). Distributor must provide written authorization before DG Owner can begin parallel operation.
- 5.7. DG Owner shall conduct operations of its Qualifying System in compliance with all aspects of the Rules and in accordance with industry standard prudent engineering practice, and in addition to other required testing and compliance (see Section 12 of this Agreement) and must comply with the latest version of IEEE 519.
- 5.8. DG Owner shall be responsible for protecting its renewable generation equipment, inverters, protective devices, and other system components from damage which may be incurred during normal and abnormal conditions and operations that occur on the System in delivering and restoring power; and shall be responsible for ensuring that the Qualifying System is inspected, maintained and tested on an ongoing basis in accordance with the manufacturer's instructions to ensure that it is operating correctly and safely. Distributor will have the right to request and receive copies of the test results. DG Owner shall provide Distributor with a list of scheduled or required tests and the results of these tests whether or not EMEPA elects to witness the testing prior to or at the time of the Final Inspection of Qualifying System.
- 5.9. DG Owner shall identify an individual (by name and/or title) who will perform as "Operator in Charge" of the System. This individual must be familiar with this Agreement as well as provisions of the Rules and any other agreements or regulations that may apply and must be one of the two persons authorized in Section 9.1 of this Agreement to provide access to the facility.

6. Standby Capacity and Energy Service

6.1. Stand-by capacity and energy service will not be required for DG Owners with on-site generation rated at 100KW or less for the Term of this Agreement.

7. Power Sales to Distributor or Wholesale Providers

7.1. The DG Owner or its agent is prohibited from selling energy and/or transmitting energy from DG Owner's Facilities to any other party without written agreement between the DG Owner, EMEPA and its applicable Wholesale Suppliers. Interconnection of the Facilities with the System does not grant the DG Owner the right to export energy across the Point of Dedicated Service to the System nor does it constitute an agreement by the Distributor, TVA or MPC to purchase excess energy. Prior to selling excess energy from the Facility, a separate power purchase agreement or "Participation Agreement" between parties must be in place.

8. Inspection and On-Going Compliance

8.1. Distributor will provide DG Owner with as much notice as reasonably practicable, either in writing, email, facsimile or by phone, as to when Distributor may conduct inspection and/or document review. Upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, Distributor shall have access to DG Owner's premises for the purpose of accessing the manual disconnect switch, performing an inspection or disconnection, or, if necessary, to meet Distributor's legal obligation to provide service to its customers.

9. Manual Disconnect Switch

9.1. DG Owner must install a readily accessible, manual, lockable, visible load break disconnect switch between the generation source and the Distributor's system that is visibly marked "**Generation Disconnect**". The disconnect shall be mounted separate from but adjacent to the Distributor's meter socket. DG Owner shall ensure that such manual disconnect switch shall remain readily accessible to Distributor and be capable of being locked in the open position with a single Distributor utility padlock.

10. Disconnection/Reconnection

10.1. DG Owner retains the option to disconnect its Facilities from the System provided that the DG Owner notifies the Distributor of its intent to disconnect by giving the Distributor at least thirty (30) days prior written notice. Such disconnection does shall not be a termination of this Agreement unless DG Owner exercises rights under Section 17 that do not lead to a resolution of the issue.

10.2. Distributor may open the manual disconnect switch or disconnect DG Owner's meter, pursuant to the conditions set forth in Section 10.3 below, isolating the Qualifying System, without prior notice to DG Owner. To the extent practicable, however, prior notice shall be given. If prior notice is not given, Distributor shall make reasonable efforts to notify the DG Owner that its renewable generation has been disconnected, including an explanation of the condition necessitating such action. As soon as practicable after the condition(s) necessitating disconnection has been remedied, Distributor will unlock the disconnect switch so DG Owner may re-energize the Qualifying System.

10.3. Distributor has the right to disconnect the DG Owner-owned renewable generation at any time. Some of the examples that may require disconnect are:

10.3.1. Emergencies or maintenance requirements on Distributor's system;

10.3.2. Hazardous conditions existing on Distributor's system due to the operation of DG Owner's generating or protective equipment as determined by Distributor; and

10.3.3. Adverse electrical effects, such as power quality problems, on the electrical equipment of Distributor's other electric customers caused by the DG Owner-owned renewable generation as determined by Distributor.

10.4. DG Owner is responsible for the cost to install a disconnect facility as specified in Section 9 that shall be readily accessible to and operable by authorized personnel at all times.

11. Modifications/Additions to DG Owner-Owned Renewable Generation

11.1. If the Qualifying System is subsequently modified in order to increase or decrease its Gross power rating or any components are changed, the DG Owner must provide Distributor with written notification that fully describes the proposed modifications at least thirty (30) calendar days prior to making the modifications. Such modifications may require re-certification of compliance with associated safety and operations standards as well as re-submittal of Application for Interconnection and the associated review process to evaluate System impact.

12. Testing and Testing Records

12.1. The DG Owner shall provide to the Distributor all records of testing as required by UL 1741 and IEEE 1547. These records shall include testing at the start of commercial operation and a minimum of the first anniversary and every five years thereafter. Factory testing of Pre-Packaged DG shall be acceptable for initial commercial operation tests. In the case of a factory tested, the DG Owner shall provide a written description and certification by the factory of the test, the test results, and the qualification of any independent testing laboratory. In addition, the settings of the equipment being installed shall be approved by the Distributor prior to operations of the facilities by the DG Owner. See Exhibit B for additional details of testing and maintenance requirements.

13. Right of Access, Equipment Installation, Removal and Inspection

13.1. The Distributor and/or its Wholesale Providers may send an employee, agent or contractor to the premises of the DG Owner at any time whether before, during or after the time the Facilities first produce energy to inspect the Facilities and observe the Facility's installation, commissioning (including testing), startup, operation, repair and maintenance. The Distributor and its Wholesale Suppliers have the right, but have no responsibility either actual or implied, to impose any additional requirements necessary and to make final inspection before operation of the Facilities to verify that all requirements have been satisfied.

13.2. At any time, the Distributor and the Wholesale Supplier shall have access to DG Owner's premises for any reasonable purpose regarding the interconnection described in this Agreement, the Rules, or to provide service to its DG Owners. Neither the Distributor nor its

Wholesale Suppliers are required to inspect the Facilities and are not in any way responsible for inspection of the facilities.

14. Limits of Liability and Indemnification

14.1. Notwithstanding any other provision in this Agreement, with respect to the Distributor's provision of electric service to the DG Owner and the services provided by the Distributor pursuant to this Agreement, Distributor liability to DG Owner shall be limited as set forth in the currently effective Distributor's tariffs and terms and conditions for electric service, which are incorporated herein by reference.

14.2. For the purposes of this Agreement, a 'Force Majeure event is any event: (a) that is beyond the reasonable control of the affected Party; and (b) that the affected Party is unable to prevent or protect against by exercising reasonable diligence, including the following events or circumstances, but only to the extent that they satisfy the preceding requirements: acts of war, public disorder, rebellion or insurrection; floods, hurricanes, earthquakes, lightning, storms or other natural calamities; explosions of fire; strikes, work stoppages, or labor disputes; embargoes; or sabotage. If a Force Majeure event prevents a Party from fulfilling any obligations under this Agreement, such Party will promptly notify the other party in writing and will keep the other Party informed on a continuing basis as to the scope and duration of the Force Majeure event. The affected Party will specify the circumstances of the Force Majeure event, its expected duration and the steps that the affected Party is taking to mitigate the effect of the event on its performance. The affected Party will be entitled to suspend or modify its performance of obligations under this Agreement but will use reasonable efforts to resume its performance as soon as possible. Lack of funds is not a Force Majeure event.

14.3. Notwithstanding Section 14.2 of this Agreement, the DG Owner agrees to release, indemnify, and save harmless EMEPA, MPC, TVA, the United States of America and their respective agents, officers and employees from all liability, claims, demands, causes of action, costs, or losses for personal injuries, property damage, or loss of life or property, sustained by DG Owner, DG Owner's agents and family, or third parties arising out of or in any way connected with the installation, testing, operation, maintenance, repair, replacement, removal, defect, or failure of DG Owner's Qualifying System. The obligations of this Section shall survive termination of this agreement.

15. Insurance

15.1. If the Facilities of the DG Owner cause damage to the Distributor's System, the DG Owner shall be responsible for all costs associated with the repair and/or replacement of such damaged System. If DG Owner's Facilities in any way cause a loss or damage to the Wholesale or retail customers of the Distributor or its Wholesale Suppliers, DG Owner shall be responsible for such damages, claims and losses. EMEPA or its Wholesale Suppliers shall be entitled to credit or offset any such loss or damage against amounts owed, or which are subsequently owed, to the DG Owner. This credit will not limit or prevent claims above the amount credited.

15.2. Without limiting any obligation or liabilities of this Agreement, the DG Owner shall, at its expense, maintain the following levels of Liability Insurance for Personal Injury and Property Damage during the entire term of the Interconnection Agreement:

- 15.2.1. Generation up to 10 kW – DG Owner maintains an amount of not less than \$100,000;
 - 15.2.2. Generation greater than 10 kW but equal to or less than 100 kW – DG Owner maintains an amount of not less than \$300,000;
 - 15.2.3. Generation greater than 100 kW but less than 1 MW – DG Owner maintains an amount of not less than \$1,000,000.
- 15.3. DG Owner shall submit initial proof of insurance to Distributor before written authorization to proceed with parallel operation will be granted. DG Owner shall submit similar proof within thirty (30) calendar days of any policy change, renewal or cancellation.

16. Metering

- 16.1. In addition to traditional premise metering at the Facilities location, additional metering will be required for monitoring the energy generation and usage by DG Facilities. See Exhibit A for additional details.
- 16.2. Metering requirements will vary depending upon the size and type of Interconnection Facilities. Metering shall provide interval Demand and Energy measurements and shall meet accuracy standards required for equivalent electrical services.
- 16.3. Remote monitoring and access via Telemetry for both the residential and the generation meters may be required for any DG Owner system.
- 16.4. For Tier 2 and Tier 3 generation (greater than 10 kW) located in the North System owned by DG Owners in the Generation Partners program as assigned by execution of the Participation Agreement, the Distributor requires that TVA have access to DG Owner's generation data on a monthly basis. Remote access to generation data will be made available to TVA and the Distributor through one (1) of several options:
 - 16.4.1. Wireless access via a third party metering service provider (preferred);
 - 16.4.2. Secure Internet access;
 - 16.4.3. Telephone circuit, or;
 - 16.4.4. Distributor Owned AMI system;
- 16.5. DG Owner will be responsible for the purchase and maintenance of all equipment necessary to allow remote access when Internet access or a Telephone circuit is needed. TVA Generation Partners participants will be reimbursed up to \$50 per month for actual costs in providing remote access by Internet or Telephone circuit if the Wireless access is not available.

17. Effective Term and Termination Rights

- 17.1. This Agreement becomes effective when executed by the Parties ("Effective Date") and shall continue in effect for an initial term ending on December 31st in the same year as the Effective Date unless otherwise terminated in accordance with the provision of this Agreement. This Agreement shall be automatically renewed and the term extended for additional one year periods unless terminated in accordance with this Agreement. This Agreement may be terminated as follows: (a) Any Party may terminate this Agreement at any time by giving the other Parties at least sixty (60) days' written notice; (b) Distributor and/or its wholesale Suppliers may terminate upon failure by the DG Owner to energize DG equipment within six (6) months after completion of the interconnection; (c) any Party may terminate by giving the other Parties at least thirty (30) days prior written notice that the defaulting Party is in default of any of the terms and conditions of the Agreements or the Rules or any rate schedule, tariff, regulation, contract or policy of the Distributor and/or its Wholesale Suppliers, so long as the

notice specifies the basis for termination and there is opportunity to cure the default; (d) Distributor and/or its Wholesale Suppliers may terminate by giving DG Owner at least sixty (60) days notice in the event that there is a material change in an applicable law, or any requirement of EMEPA's Wholesale Suppliers or of any transmission utility, independent system operator, regional transmission organization or reliability organization having responsibility for the operation of any part of the system.

18. Compliance

- 18.1. The interconnection and services provided under this agreement shall at all times be subject to the terms and conditions set forth in this Agreement. The Distributor and/or its Wholesale Suppliers shall have the right to amend any of its rules, bylaws, rates, and tariffs at any time and the amends shall become part of this Agreement.

19. Dispute Resolution

- 19.1. In the event any dispute arises under this Agreement, the following process will be used to resolve such dispute:

19.1.1. Informal Dispute Resolution

Each Party shall designate in writing to the other Parties or representatives who shall be authorized to resolve any dispute arising under this Agreement in an equitable manner and, unless expressly provided herein, to exercise the authority of such party to make decisions by mutual agreement. If such designated representatives are unable to resolve a dispute under this agreement, such dispute shall be referred by each party's representative to a senior officer designated by each party for resolution upon five (5) days' written notice from any party. Any dispute that may arise in connection with this Agreement which cannot be resolved within thirty (30) days following submission to a senior officer shall be settled by arbitration in accordance with Section 19.1.2.

The parties shall:

Attempt to resolve any dispute arising hereunder promptly, equitably, and in a good faith manner.

Provide each Party with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any such dispute.

19.1.2. Binding Dispute Resolution

The Parties may initiate binding dispute resolution procedures by one Party notifying all other Parties stating the names of 10 (10) eligible arbitrators experienced in the industry with no financial interest in any Party. Within ten (10) days of receiving the list, the other Parties shall agree on a single arbitrator from the list to conduct the arbitration, or notify the originating Party of an additional ten (10) eligible arbitrators and the process will continue until one (1) arbitrator has been selected. The arbitrator shall not possess a direct or indirect interest in any Party or the subject matter of the arbitration. The procedures to be used for this arbitration will be generally consistent with the commercial arbitration rules of the American Arbitration Association although not involving the Association.

Each Party shall be responsible for its own costs and those of its council and representatives. The Parties shall equally divide the cost of the arbitrator and the hearings.

Any arbitration shall be conducted on a confidential basis and not disclosed, including any document or results which shall be considered confidential, unless the parties otherwise agree or such disclosure is required by law.

THE PARTIES UNDERSTAND THAT BY SIGNING THIS ARBITRATION AGREEMENT THAT THEY WILL NOT BE ABLE TO BRING A LAWSUIT CONCERNING ANY DISPUTE THAT MAY ARISE UNDER THIS AGREEMENT AND THEY ARE GIVING UP THE RIGHT TO A TRIAL IN COURT, BOTH WITH AND WITHOUT A JURY.

20. Severability

20.1. If any portion or provision of this Agreement is held or adjudged for any reason to be invalid or illegal or unenforceable by any court of competent jurisdiction, such portion shall be deemed separate and independent, and the remainder of this Agreement shall remain in full force and effect.

21. Amendment

21.1. This Agreement may be amended only upon mutual agreement of the Parties, which amendment will not be effective until reduced to writing and executed by Parties.

22. Entirety of Agreement and Prior Agreements Superseded

22.1. This Agreement, including the Rules, Participation Agreements executed by Distributor and DG Owner, and all attached Exhibits expressly made a part hereof for all purposes, constitutes the entire agreement and understanding between the Parties with regard to the interconnection of the Qualifying System at the Point of Interconnection expressly provided for in this Agreement. The Parties are not bound by or liable for any statement, representation, promise, inducement, understanding, or undertaking of any kind or nature (whether written or oral) with regard to the subject matter hereof not set forth or provided for herein, in DG Owner's Application for Interconnection of Distributed Generation, Certificate of Completion, the Participation Agreement or other written information provided by the DG Owner in compliance with the Rules.

23. Assignment

23.1. The Interconnection Agreement shall not be assignable by either party without thirty (30) calendar days notice to the other Party and written consent of the other Party, which consent shall not be unreasonably withheld or delayed.

23.2. An assignee to this Interconnection Agreement shall be required to assume in writing the DG Owner's rights, responsibilities, and obligations under this Interconnection Agreement.

24. Limitations (No Third-Party Beneficiaries, Waiver, etc.)

24.1. This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties. This Agreement may not be assigned by the DG Owner without the prior written consent of the Distributor and its Wholesale Suppliers as specified in Section 23. The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered to waive the obligations, rights, or duties imposed upon the Parties.

25. Notices

25.1. Notices given under this Agreement are deemed to have been duly delivered if hand delivered or sent by United States certified mail, return receipt requested, postage prepaid, to:

(a) If to Distributor:

(b) If to DG Owner:

The above-listed names, titles, and addresses of either Party may be changed by written notification to the other.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their respective duly authorized representatives.

East Mississippi Electric Power Association

BY: _____

TITLE: _____

DATE: _____

BY: _____

TITLE: _____

DATE: _____