

RESIDENTIAL GAS EXTENSION CONTRACT

#816.01
STATE OF GEORGIA
COUNTY OF FULTON

DATE: 10/30/2013

AFE NO. 130689 811 NO. (BCA ID) 108682
APPLICANT JTP SL LLC
SITE LOCATION OLD ALABAMA RD, ROSWELL MANOR,
ROSWELL, GA 30076
APPLICANT ADDRESS 6845 SHILOH RD E #D-3,
ALPHARETTA, GA 30005

THIS AGREEMENT, entered into by and between Atlanta Gas Light Company, hereinafter called Company, and JTP SL LLC hereinafter called Applicant, witnesseth:

WHEREAS, Applicant owns, certain property in Land Lot No. 611,612 of the 1ST DISTRICT 2ND SECT District of FULTON County, GEORGIA, being No. Old Alabama RD in the City or Town of Roswell; and has made application for gas to be supplied by in the City or Company to above property; and

WHEREAS, facilities of Company are not now available; and Company is willing to make its facilities available to Applicant, subject to its Rules and Regulations as hereinafter referred to,

NOW, THEREFORE, in consideration of the premises and the mutual benefits to be derived therefrom, the parties hereto bind themselves, their personal representatives, successors and assigns, as follows:

(1) Company will install gas facilities to serve Applicant in accordance with Rule 7 of Company's Rules and Regulations attached hereto, and made a part hereof. The Company will install gas facilities, substantially as configured in Attachment A, to serve the total equipment load indicated in Schedule A at a delivery pressure of 7" WC. The standard meter location is approximately three to five feet from the front building wall generally opposite the driveway. Any deviation from this location must be approved in writing by the Company, in its sole discretion and will only be considered by the Company in the event of site constraints. Any such approved deviation in or changes to the Company's standard meter facilities or to their standard configuration or location requested by the Applicant will be provided by the Company and paid for by the Applicant at the Company's current cost.

(2) Applicant will install, commence using in a bona fide manner within six months after the date of the completion of the extension, and continue to so use for a period of 3 years, those Customer Gas Appliances with the number of dwellings indicated in Schedule A hereof, on which Company has relied in computing the allowable investment for facilities allowed free to Applicant and the advance, if any, to be paid by Applicant to Company. If the Applicant is a developer or builder, the Applicant will install all of the Customer Gas Appliances with the number of dwellings indicated in Schedule A within three years of completion of the total project or shall pay the Company accordingly.

(3) A survey will be made by the Company within one year after service is commenced to a Customer at a particular residential unit and in any event within three years after the date of completion of the main extension to determine the appliances or equipment in use at the development or premises of the Applicant served by the extension.

(4) If, based upon the appliances or equipment found in survey to be in use, there is a lesser allowance than that originally granted and an advance is required in addition to any prior advance by the Applicant, such additional advance shall be paid by the Applicant.

(5) Refunds of payments will be made in accordance with Rule 7 B (5) (b). Refunds will be made for gas appliances and equipment installed by any additional customer connecting to an extension requiring a payment, provided such excess allowable investment applied to the refund is above what is necessary to cover the cost of the equipment and facilities of the additional customers. No refund will be made by the Company in excess of the amount advanced by the Customer or Customers nor after the lesser period of five (5) years or the period contracted for from the date the Company is first ready to render service from the extension. No refund will be given if a new main extension is required to serve these new customers.

(6) No assignment of this Agreement by Applicant shall be effective unless prior written approval shall have been granted by Company.

(7) Two or more parties may make a joint advance on the same gas extension. In such cases the total free length thereof will be considered to be the sum of the individual allowances that are applicable under the Rules and Regulations of the Company. The amount to be advanced by the members of the group shall be apportioned among them in such manner as they shall mutually agree upon.

(8) Legal and equitable title to all mains, service lines and appurtenances installed under this Agreement shall be and remain in the Company, and the Company shall have the right, without the consent of, or any refund to, the Customer, (a) to extend the gas main or connect additional gas mains to any part of it, and (b) to serve new additional regular customers at any time through service connections attached to such main or to extended or connected gas mains.

(9) This Agreement is subject to all Rules and Regulations of the Company which are now or may hereafter be issued, approved, or otherwise made effective, by the Georgia Public Service Commission, or by any other governmental body having jurisdiction with respect to the Company. References herein to certain portions of such Rules and Regulations, as they now exist, shall not be construed as exclusive, and all other portions in effect from time to time shall apply as fully as though they had been specifically referred to herein. The Company may rescind this offer if:

- a.) either party fails to execute the contract within 45 days of the day and year above;
- b.) Applicant fails to make any contribution hereunder within 45 days of the date of full execution of this Agreement; or
- c.) Applicant fails to provide the Company with a written Notice to Proceed, as described in Paragraph 11 below, or such Notice to Proceed as provided by Applicant is for a date that is more than 45 days from the date of the full execution of this Agreement.

(10) Applicant acknowledges that in executing this Agreement they have not relied upon any representation by the Company relating to the estimated completion date of the gas extension covered by this Agreement.

(11) Applicant agrees to provide the Company with notice in writing of the date upon which Applicant desires the Company to proceed with the gas main extension covered by this Agreement ("Notice to Proceed"). In no event shall the Notice to Proceed be for a date that is more than 150 days from the date of the full execution of this Agreement. Applicant agrees that the Company will proceed with the gas main extension hereunder in accordance with a schedule of work determined by the Company in its sole discretion and that the Company has no obligation whatsoever to begin such work on any date provided by the Applicant, including the date in any Notice to Proceed.

Schedule A	
A Estimated Cost to Serve	\$51,787.62
B Contribution Required by Applicant	\$0.00
C USF Amount	\$0.00
D Total Required by Applicant	\$0.00
E Contribution Eligible for Refund	\$0.00
Appliance use:	# of Dwellings
Gas logs	73
Cooking	73
Central Heat	73
Water Heating	73

IN WITNESS WHEREOF, the parties hereto have set their hands on and affixed their seals

APPLICANT

JTP SL LLC

BY

TITLE

DATE

WITNESS

ATLANTA GAS LIGHT COMPANY

BY

TITLE

DATE

WITNESS

**ATLANTA GAS LIGHT COMPANY
RESIDENTIAL MAIN AND SERVICE EXTENSION RULE 7**

A. General

The Company will construct, own, operate and maintain gas distribution mains generally along public streets, roads and highways which the Company has the legal right to occupy and, at the Company's election, on public lands and private property across which rights-of-way satisfactory to the Company may be obtained without cost to the Company.

The Company will construct, own, operate and maintain a Service Line of suitable capacity from its distribution main to the curb or right-of-way line of a public street, highway, road or alley upon which the residential structure to be served faces and abuts at no cost to the Applicant. Where a master metering arrangement is employed, the Service Line shall consist of all piping and appurtenances between Company's main and the inlet side of each regulator or meter of the Company but shall not extend beyond the exterior wall of the structure receiving gas. Additional facilities will be provided pursuant to the following provision:

B. Extension of Main and Service

1. Calculation of Allowable Investment

(a) The allowable investment in metering and regulating equipment, main and Service Line to be made by the Company without contribution or payment by the Applicant shall not exceed the estimated annual revenues from the extension divided by the levelized annual carrying charge rate applicable to the investment.

(b) The levelized annual carrying charge rate shall be calculated by using the weighted average cost of capital as determined by the Commission in the Company's last rate proceeding adjusted for taxes and depreciation required to recover the Company's investment over the expected useful life of the appliances served from the facilities. These costs will be discounted at the Company's after-tax rate of return.

(c) The required investment in metering and regulating equipment shall be based on engineering cost estimates, and main shall be based on system-wide average costs for such equipment and facilities, as filed by the Company with the Commission from time to time.

(d) The cost per foot for Service Lines will be based upon the system-wide average unit cost per foot of installing all Service Lines for the size to be installed.

(e) Estimated annual revenues shall be determined by estimating the Dedicated Design Day Capacity based upon the peak day usage of the appliances that the Applicant has committed contractually to install as shown in the applicable Dedicated Design Day Investment Table of the Company at the approved rates of the Company in effect when construction of the extension begins.

2. Order of Application

(a) The allowable investment shall be applied in the following order to the equipment and facilities required in the extension: metering and regulating equipment; Service Line; Project Main; and Approach Main.

(b) In the event that the allowable investment is not sufficient to cover the cost of the equipment and facilities required in the extension, the Applicant will be required to pay the excess costs.

3. Limitations

No allowable investment will be made for auxiliary or incidental uses of Gas. The Company shall not be required to provide any connection to the Company's system where such connection may have an adverse impact on existing Customers unless the Commission has prescribed a tariff provision designed to eliminate such adverse impact on existing Customers.

4. Length and Location

(a) The length of main required for a main extension or the length of Service Line will be considered as the distance along the shortest practical route, as determined by the Company, from the Company's nearest distribution main, capable in the opinion of the Company of properly supplying the Applicant. Irrespective of the total allowable investment, the Company shall not be required to extend a main or Service Line a greater distance than necessary in the judgment of the Company to serve an Applicant.

(b) The Service Line shall be of the size and type required to supply the principal requirements of the Premises served, and shall extend from the curb to the first reasonably acceptable meter location as determined by the Company.

(c) The Company reserves the right to designate the locations and specifications for the main taps, service lines, curb cocks, meters and regulators and to determine the amount of space that must be left unobstructed for the installation and maintenance thereof. Applicant may request an alteration of such designation and, if consented to by the Company, the cost of such revised designation in excess of the cost of the original Company design shall be borne by the Applicant, regardless of whether the length of Service Line laid as requested by Applicant comes within the allowable investment provided in this rule.

7.

5. Extensions Beyond the Free Length

(a) Payment Provisions

Extensions of mains or Service Lines beyond the allowable investment will be made by the Company provided that the Applicant pays to the Company the excess cost of such main or service lines.

(b) Adjustment of Allowable Investment and Payments

(i) A survey will be made by the Company within one year after service is commenced to a Customer at a particular residential unit and in any event within three years after the date of completion of the main extension to determine the appliances or equipment in use at the development or Premises of the Applicant served by the extension.

(ii) If, based upon the appliances or equipment found to be in use, there is a lesser allowable investment than that originally granted and a payment is required in addition to any prior payment by the applicant, such additional payment shall be paid by the Applicant.

(iii) The Company may grant a reasonable extension of time for the Applicant to install the appliances or equipment originally agreed upon, provided that the failure to install such appliances or equipment was due to reasons beyond the control of the Applicant.

(c) Refunds of Payments

Refunds of payments will be made for gas appliances and equipment installed by any additional customer connecting an extension requiring a payment, provided such excess allowable investment applied to the refund is above that which is necessary to cover the cost of the equipment and facilities of the additional customer.

The Service Line for each additional customer shall be directly connected to the main extension and no further extension of main is required.

The amount of such refund to the party or parties who made the initial advance shall not exceed the excess allowable investment generated.

When two or more parties make a joint advance on the same extension, any amounts refunded will be distributed to the parties in the same proportion as the original contribution.

No refund will be made by the Company in excess of the amount advanced by the Customer or Customers nor after the lesser period of five (5) years or the period contracted for from the date the Company is first ready to render service from the extension. Any unrefunded amount at the end of the period will become the property of the Company.

Any additional main to be connected in any manner to main already laid or to a main provided for under an existing agreement for main extension, as provided for in the rule, shall be considered a new main extension, and no refund or repayment of any kind with respect to such new main or any Customer to be served from or through such new main shall be made to any customer who made an advance for the installation of the main already laid or for the main provided for under such existing agreement.

No refunds will be made for funds advanced through the Universal Service Fund.

(d) One Service Line for a Single Premises

The Company will not install more than one Service Line to supply the Premises of an individual Customer unless for the convenience of the Company or an Applicant requests an additional Service Line and, in the judgment of the Company, an unreasonable burden would be placed on the Applicant if the additional Service Line were not installed. When an additional Service Line is installed under these conditions at the Applicant's request, the Applicant shall pay for the entire length of said additional Service Line, meter and regulating equipment.

(e) Relocation of Service

(i) When in the judgment of the Company the relocation of a Service Line, including metering and regulating facilities, is necessary to maintain adequate service or for the operating convenience of the Company, the Company shall relocate the same at its expense.

(ii) If relocation of a Service Line, including metering and regulating facilities, is for the convenience of the Applicant or the Customer, such relocation, shall be performed by the Company at the expense of the Applicant or the Customer.

C. Special Conditions

1. Contracts

The Applicant will be required to execute a contract covering the terms under which the Company will install mains, services, metering and regulating equipment in accordance with the provisions of these Rules and Regulations. The contract will provide that the Applicant will install, commence using in a bona fide manner within six months after the date of the completion of the extension and continue to so use for a period of five years, those appliances and items on which the Company's allowable investment is based. Such contract will also provide that if the Applicant fails to take service or fails to install one or more of such appliances or items, the Company may calculate and bill the Applicant and the Applicant shall pay an amount according to the Company's residential main and service extension rules in effect at the time the extension was made as if service had been requested on the basis of the actual appliances and equipment installed and utilized. If the Applicant is a developer or builder, the Applicant will install all the appliances or equipment on which the extension was based within three years of completion of the total project or shall pay the Company accordingly.

2. Periodic Review

The Company will as soon as practicable after the close of each of its fiscal years review its costs of construction of mains, services and metering and regulating equipment, and file with the Commission the unit charges for such facilities.

3. Extension for Temporary Service

Extension for temporary service or for operations, which in the Company's opinion are of a questionable permanence, will not be made under this Rule, but will be made in accordance with the Rule pertaining to temporary service.

NOTICE OF INTENT

VERSION 2008

State of Georgia
Department of Natural Resources
Environmental Protection Division

For Coverage Under the 2008 Re-Issuance of the
NPDES General Permits No. GAR100003 To Discharge Storm Water
Associated With Construction Activity for Common Developments

BLANKET SECONDARY PERMITTEE

NOTICE OF INTENT (Check only one) :

- ☐ Annual Notification (Submitted on or before January 15 of the year in which coverage is desired)
- ☐ Re-Issuance Notification (Submitted within 60 days of effective date of General NPDES Permit No. GAR 100003)
- ☒ Change of Information

I. BLANKET SECONDARY PERMITTEE INFORMATION

Blanket Secondary Permittee's Name: Atlanta Gas Light Company Phone: 800-599-3770

Address: 10 Peachtree Place City: Atlanta State: GA Zip Code: 30309

Utility Sub-Contractor's Name (Optional): NA Phone: NA

Address: NA City: NA State: NA Zip Code: NA

Facility Construction Site Contact: Brian leavell Phone: 800-599-3770

II. CONSTRUCTION SITE ACTIVITY INFORMATION

Construction Activity Type: ☒ Commercial ☒ Industrial ☒ Municipal ☒ Residential

III. CERTIFICATIONS (Blanket Secondary Permittee)

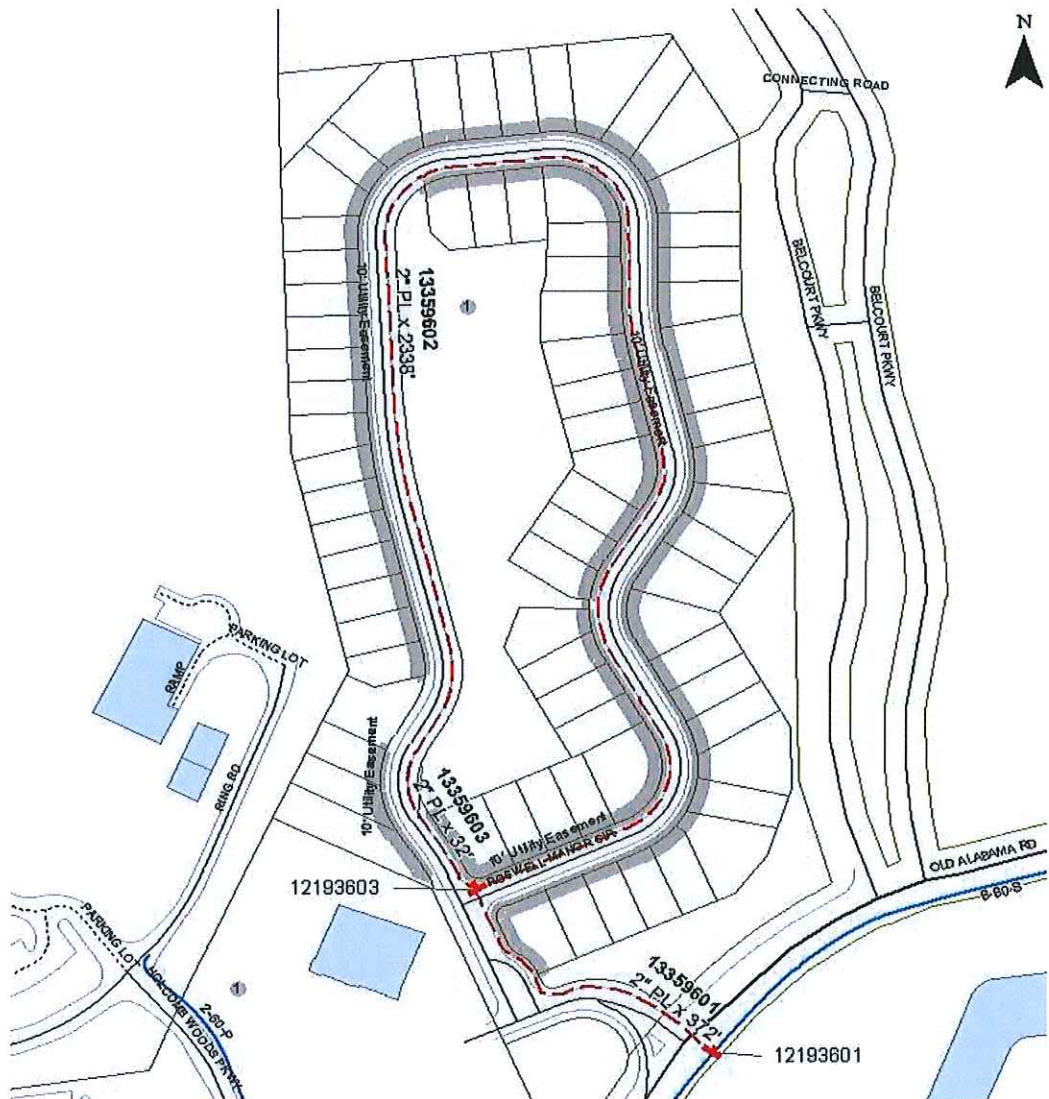
HBB I certify that I will adhere to the Primary Permittees's Erosion, Sedimentation and Pollutant Control Plan (Plan) or the portion of the Plan applicable to my construction activities.

HBB I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that certified personnel properly gather and evaluate the information submitted. Based upon my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Blanket Secondary Permittee's Printed Name: H BRYAN BATSON Title: President

Signature: H Bryan Batson

Date: 02-01-2013



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