

**EXHIBIT O-3-B**  
**FORM OF ACKNOWLEDGEMENT**

**Confidentiality Acknowledgement**

In accordance with the provisions of that certain Engineering, Procurement and Construction Agreement dated as of \_\_\_\_\_, 2008 (the "Agreement"), by and between GEORGIA POWER COMPANY, acting for itself and as agent for OGLETHORPE POWER CORPORATION (AN ELECTRIC MEMBERSHIP CORPORATION), MUNICIPAL ELECTRIC AUTHORITY OF GEORGIA and THE CITY OF DALTON, GEORGIA, acting by and through its Board of Water, Light and Sinking Fund Commissioners (collectively, "Owners"), and a consortium consisting of WESTINGHOUSE ELECTRIC COMPANY LLC, ("Westinghouse"), and STONE & WEBSTER, INC. a Louisiana corporation having a place of business in Charlotte, North Carolina ("Stone & Webster") (Westinghouse and Stone & Webster, the "Contractor") the undersigned hereby acknowledges to **[insert name of Owner, Southern Nuclear, municipal participant of MEAG or cooperative member of OPC, as the case may be]** (the "Receiving Party") as follows:

(i) The Receiving Party has received or will be receiving certain Confidential and Proprietary Information as defined in the Agreement, which the Receiving Party desires to disclose to the undersigned in order to carry out the Purpose (as defined in the Agreement);

(ii) The undersigned has read and understands the restrictions and limitations on the use and disclosure of Confidential and Proprietary Information as set forth in the Agreement, a copy of which restrictions and limitations have been provided to it, and agrees to abide by such restrictions and limitations, including, without limitation, the procedures set forth in Attachment 1 hereto; *[Note: if the recipient is not a recipient of the full Agreement, then the provisions of Section 19.7 should be excerpted and provided to it.]*

(iii) The undersigned will maintain the confidentiality of all Confidential and Proprietary Information disclosed to the undersigned in accordance with the Agreement, which obligation continues following termination of the undersigned's employment or other association with the Receiving Party;

(iv) Without limiting the generality of the foregoing Clause (iii), the undersigned agrees that he or she will not leave Confidential and Proprietary Information unattended, or discuss Confidential and Proprietary Information in hallways, elevators or other places, in each case, where persons not permitted to have access to such information might be able to see such information or overhear the discussion.

DULY EXECUTED, as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_

Name typed or printed

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**([Position with the Receiving Party])**

**Attachment 1****PROCEDURES FOR DISCLOSURE TO RELATED PARTY RECIPIENTS**

1. Each Related Party Recipient receiving Confidential and Proprietary Information prior to receipt of such information (whether in oral or written form), shall have received a copy of these procedures and shall be required to sign an agreement substantially in the form attached as Exhibit O-3-A to the Agreement stating that it agrees to comply with these procedures.
2. All Confidential and Proprietary Information shall be prominently marked as **“Confidential Trade Secret Information—Subject to Restricted Procedures”** on each page thereof or if orally disclosed shall be identified at the time of disclosure as highly confidential trade secret information and subject to these procedures. Confidential and Proprietary Information may not be distributed electronically (but may be viewed electronically in an electronic data room established in accordance with the procedures in paragraph 5 below) and may only be disclosed and maintained in written or hard copy form in accordance with the procedures described below. Portions of summaries, power point presentations, reports or other documentation containing Confidential and Proprietary Information inclusive of specific price information or other specific terms included in either Agreement or Price Book, whether in draft or final form, shall be subject to the same procedures.
3. Confidential and Proprietary Information shall be disclosed only for the purposes permitted under Section 19.7 of the Confidentiality Agreement, and only to the minimum number of persons that need to have access to such information for such purpose. Where feasible, a redacted or edited version of such information shall be used. For example, whereas a consultant for a city may need to review detailed pricing information, it may be feasible to provide the City Council and its staff summaries of the conclusions reached by the consultant without the underlying details.
4. Copies of the Agreement and Price Book, whether in draft or final form (the “Highly Confidential Information”), provided to the Owners and Southern Nuclear shall not be distributed in any form to any Related Party Recipient other than attorneys of the Owners and Southern Nuclear. In the event that a Related Party Recipient, other than the attorneys of the Owners and Southern Nuclear, to whom Confidential and Proprietary Information is permitted to be disclosed requests access to Highly Confidential Information, such Related Party Recipient shall be permitted to review the Highly Confidential Information only at the offices of an Owner or Southern Nuclear or of one of their attorneys. A log shall be kept of the name of the Related Party Recipient, the name of the staff person(s), the specific documents reviewed and the dates and times of access to the documentation. The Related Party Recipient shall not be permitted to make copies of the Highly Confidential Information or to remove the Highly Confidential Information from the room. No computers, cameras, cell phones with camera functions or

copying machines shall be permitted in the data room. Highly Confidential Information will not be provided or shown to potential lenders or rating agencies.

5. Confidential and Proprietary Information other than Highly Confidential Information may be accessed by a Related Party Recipient through an electronic data room maintained by an Owner or Southern Nuclear. The electronic data room shall require the following procedures at a minimum:
  - a. the use of passwords individually assigned only to persons that have signed an acknowledgment form substantially in the form of Exhibit O-3-B to the Agreement;
  - b. the maintenance of an electronic log of each person receiving a password;
  - c. each person receiving a password shall be informed that it cannot be distributed to others; and
  - d. the electronic data room site shall be closed after each use and/or a session timeout shall be used.
6. All Confidential and Proprietary Information shall be maintained during non-business hours in a locked file cabinet or locked room, and during business hours shall not be left unattended, e.g., placed openly on a desk or table where persons not permitted to have access to such information might be able to view it. Confidential and Proprietary Information shall not be discussed in hallways or elevators or other places where persons not permitted to have access to such information might be able to overhear the discussion.
7. In the event that any public meetings are required to discuss the participation of any Recipient entity in the ownership or lease of the Facility or the purchase of power from the Facility, Confidential and Proprietary Information shall be discussed only in executive session or other session in which the public is barred from participation, to the extent permitted by law.
8. Each Related Party Recipient that is a public entity or that is subject to the Georgia Open Records Act or other similar state or local laws, rules, regulations or ordinances shall take all actions permitted to be taken by law to protect the confidential and proprietary nature of Confidential and Proprietary Information. If a Related Party Recipient is required by law or an order of a Government Authority to disclose any Confidential and Proprietary Information, it shall promptly notify the respective Owner or Southern Nuclear, as the case may be, and shall seek a protective order or similar protection for such Confidential and Proprietary Information. If, in the opinion of its legal counsel and in the absence of a protective order or waiver, the Related Party Recipient is legally compelled to disclose Confidential and Proprietary Information, such person will disclose only the minimum amount of such information as, in the opinion of its legal counsel, is legally required.