

EXHIBIT S
FORM OF LIEN WAIVERS AND RELEASES

INTERIM PAYMENT REPRESENTATIONS AND LIEN WAIVER

By executing and submitting its interim payment application and the lien waiver below, in consideration for the payment described in the lien waiver below, and for the purpose of inducing Owners to make this interim payment, the Contractor for itself, its Subcontractors, and the Personnel of any of them, does hereby represent and warrant as follows effective upon receipt of the subject payment:

1. All Parties Paid. It has been paid amounts owed pursuant to the terms of the Engineering, Procurement and Construction Agreement between Owners and Contractor for Units 3 & 4 at the Vogtle Site in Georgia, dated as of _____, 200_ (the "Agreement") for the materials, equipment, services and or labor furnished to the Facility through the effective date of the preceding interim lien waiver and for the portion of the Work covered by the invoice dated _____, 200_, except for (a) retained funds withheld by Owner pursuant to Article 8 of the Agreement, (b) disputed amounts specifically identified herein below, or (c) amounts claimed for pending Changes specifically identified below, and that the parties supplying labor or materials under contract to the Contractor in connection with the Facility have been paid, or will be paid promptly from the proceeds of this progress payment pursuant to the terms of the respective agreements with the Contractor (except to the extent of payments that Contractor has the right (or in good faith believes it has the right) to withhold or are in dispute under such agreements), for labor, services, equipment or materials furnished with relation to the Facility.

Disputed Amounts Excepted from the Lien Release and Lien Waiver:

Pending Changes Excepted from the Lien Release and Lien Waiver:

2. Waiver Of Lien Claims. It waives and releases any and all lien claims for nonpayment for the Work for which payment is owed and is being made against the Owners, any construction lender, and their respective directors, officers, principals, partners, employees, agents, subsidiaries, parent and related firms, successors and assigns, to the effective date of the interim lien waiver below, with the exception of (a) claims for retained funds withheld by Owner pursuant to Article 8 of the Agreement, (b) disputed amounts specifically identified above, and (c) amounts claimed for pending Changes specifically identified above.
3. Representations. Contractor represents that insurance coverages required to be maintained by Contractor remain in effect and unchanged, that Contractor has not received notice nor does it have actual knowledge of any event or circumstance that would void or diminish the warranty provided by Contractor under the Agreement or by a Vendor or Subcontractor under a Subcontract and that Contractor has secured from its Major Vendors and Major Subcontractors with Subcontracts in excess of One Million Dollars (\$1,000,000) written waivers of lien rights, on forms that conform to the State of Georgia's statutory requirements, with respect to services, labor, materials or equipment supplied through the effective date of the preceding interim lien waiver from such Vendors and Subcontractors for which proper and acceptable invoices through the effective date of the preceding interim lien waiver have been received and processed. Contractor will make available to Owner copies of such waivers of lien rights for Owners' review.
4. Authorization. It warrants that it is the sole owner of the lien claims released herein, that it has not sold, assigned or conveyed such lien claims to any other party, and that the individual whose signature appears below has personal knowledge of these matters and is fully authorized and qualified to make these representations on behalf of the Contractor.

5. Scope Of Lien Release. The representations and lien release contained herein are independent covenants and operate, and are effective with respect to, labor, services, materials or equipment provided by or through the Contractor, under any agreement, whether oral or written, whether extra or additional to any such agreement, and with respect to the Facility, the Property, or the Agreement.

INTERIM LIEN WAIVER AND LIEN RELEASE UPON PAYMENT FORM

STATE OF _____
COUNTY OF _____

The undersigned Contractor has been employed by _____ ("Owners") to furnish _____
_____ (describe materials and/or labor) for the construction of improvements known as _____
_____ (the "Facility") which is located in _____, County of _____
_____, State of _____, and is owned by Owners
and more particularly described as follows (the "Property"):

The Property upon which the improvements were made is more fully described in Exhibit "A."

Upon receipt of the sum of \$ _____, the Contractor waives and releases any liens or claims of liens it has upon the foregoing described property with respect to the portion of the Work covered by, and amounts owed under, the Contractor's invoice dated _____, 200____, and through the date of _____, 20____, and excepting those rights and liens that the Contractor might have in any retained amounts or with respect to amounts specifically identified above and excepted from this waiver, on account of labor, equipment, and materials furnished by the undersigned to or on account of said Agreement for said Facility or premises.

Given under hand and seal this _____ day of _____, 20____.

(Contractor)

By: _____

Sworn to and subscribed before me
this _____ day of _____, 20____.

Notary Public
My Commission Expires:

Witness _____

Address

FINAL PAYMENT REPRESENTATIONS AND LIEN WAIVER

By executing and submitting its payment application and the lien waiver below, in consideration for and effective upon receipt of the final payment described in the lien waiver below, and for the purpose of inducing Owners to make final payment, the Contractor, for itself, its Subcontractors and the Personnel of any of them does hereby represent and warrant as follows:

1. All Parties Paid. It has been paid in full amounts owed pursuant to the terms of the Engineering, Procurement and Construction Agreement between Owners and Contractor for Units 3 & 4 at the Vogtle Site in Georgia, dated as of _____, 200_ (the "Agreement") for the materials or labor furnished to the Facility except for disputed amounts specifically identified and detailed below, and that the parties supplying labor or materials under contract to the Contractor in connection with the Facility have been paid in full for all labor, services, equipment or materials ordered or supplied pursuant to the terms of agreements with the Contractor (except to the extent of payments that Contractor has the right (or in good faith believes it has the right) to withhold or are in dispute under such agreements).

Disputed Claim Amounts Specifically Excepted from the Representation and Lien Waiver:

2. Waiver Of Lien Claims. It waives and releases any lien claims for non-payment of Work performed, and for which payment is owed, against the Owners, any construction lender, and their respective directors, officers, principals, partners, employees, agents, subsidiaries, parent and related firms, successors and assigns, arising out of or pertaining in any manner to the Agreement, the property described below, or the Facility except to the extent disputed amounts are detailed and specifically identified above.
3. Representations. Contractor represents that Contractor has not received notice nor does it have actual knowledge of any event or circumstance that would void the warranty provided by Contractor under the Agreement or by a Vendor or Subcontractor under a Subcontract and that Contractor has secured from its Major Vendors and Major Subcontractors with Subcontracts in excess of One Million Dollars (\$1,000,000) waivers of lien rights with respect to services, labor, materials or equipment supplied to or for the benefit of the Facility.
4. Authorization. It warrants that it is the sole owner of the lien claims released herein, that it has not sold, assigned or conveyed such lien claims to any other party, and that the individual whose signature appears below has personal knowledge of these matters and is fully authorized and qualified to make these representations on behalf of the Contractor.
5. Scope Of Lien Release. The representations and lien release contained herein are independent covenants and operate, and are effective with respect to, labor, services, materials or equipment provided by or through the Contractor, under any agreement, whether oral or written, whether extra or additional to any such agreement, and with respect to the Facility, the Property, or the Agreement.

LIEN WAIVER AND LIEN RELEASE UPON FINAL PAYMENT

STATE OF _____
COUNTY OF _____

The undersigned Contractor has been employed by _____
_____ ("Owners") to furnish _____ (describe materials and/or labor) for the
construction of improvements known as _____ (the "Facility")
which is located in the City of _____, County of _____, State of _____
_____, and is owned by Owners and more particularly described as follows (the "Property"):

APPENDIX A-2

PUBLIC DISCLOSURE

If a legal description is available, the Property upon which the improvements were made will be more fully described in Exhibit "A."

Upon receipt of the sum of \$ _____, the undersigned waives and releases any liens or claims of liens it has upon the foregoing described property in connection with any Work performed with respect to Unit [___], and all amounts owed under said Agreement, excepting those rights and liens that the Contractor might have with respect to amounts specifically identified above and excepted from this waiver, on account of labor, equipment, and materials furnished by the undersigned to or on account of said Agreement for said Facility or premises.

Given under hand and seal this _____ day of _____, 20_____.

(Contractor)

By: _____

Sworn to and subscribed before me
this _____ day of _____, 20_____.

Notary Public
My Commission Expires:

Witness _____

Address

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT YET BEEN PAID, USE A CONDITIONAL RELEASE FORM.

EXHIBIT X

**CONTRACTOR AFFIDAVIT
(To Be Signed Contemporaneously With The Final Payment Or With The Subsequent
Resolution Of Dispute Claim Amounts)**

CONTRACTOR AFFIDAVIT WAIVING LIEN RIGHTS

Personally appeared before me, the undersigned officer duly authorized to administer oaths, (name of the Affiant), who after being duly sworn, deposes and states as follows:

1. I am over 18 years of age and otherwise competent to make this Affidavit. The facts set forth herein are based upon my personal knowledge. I am a duly authorized representative of the ("Contractor") who, was in charge of the property improvement described as follows:

(describe the construction project)

The improvement describe above was made with respect to the property owned by _____ ("Owners"), and that property is more fully identified as follows:

(describe the improved property by, at least, reference to the street address, city and county. It is recommended that the property's legal description be referenced here and attached as an exhibit to this affidavit.)

2. The construction improvement referenced herein now has been completed, and the agreed price or reasonable value of the labor, services, or materials furnished in connection with this improvement invoiced by Contractor to Owners have been fully paid.

3. I acknowledge that Contractor has received payment in full for the amounts due pursuant to the terms of the Engineering, Procurement and Construction Agreement between Owners and Contractor for Units 3 & 4 at the Vogtle Site in Georgia, dated as of _____, 200_ (the "Agreement") in connection with the materials, equipment, services and labor furnished by Contractor for the improvement of the property described herein, and hereby releases all rights to any lien on that improvement or the property so improved.

4. This Affidavit is given in compliance with the requirements of O.C.G.A. § 44-14-361.2, and as part of a transaction involving final disbursement of the Contract Price by the Owners to this Contractor.

5. On behalf of Contractor, I further represent that to the best of my knowledge, as of the date of this Affidavit, there is no valid preliminary notice or claim of lien filed at the [_____] registry of deeds located at [_____] filed by Contractor or one of its Subcontractors or Vendors arising out of this Project Work as a result of non payment of amounts due from Owners which affects the improved property described herein and which has not been previously cancelled, dissolved, or expired.

(Name of Affiant)
ON BEHALF OF CONTRACTOR

Sworn to and subscribed before me
this ____ day of _____,
20____.

Notary Public
My Commission Expires: _____