

of the contract by the Owner and (ii) as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the Secretary or his duly authorized representative) which shall be not less than three nor more than ten times the costs incurred by the Owner in providing any such gratuities to any such officer or employee.

c. The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

ARTICLE 14 - DEFINITIONS:

a. The term "Secretary" means the Secretary of the Army; or "Head of the Department" as used herein shall have one and the same meaning; and the term "his duly authorized representative" means the Chief of Engineers, Department of the Army, or an individual or board designated by him.

b. The terms "Contracting Officer" as used herein shall include his duly appointed successor or his authorized representative.

ARTICLE 15 - APPROVAL:

This contract shall be subject to the written approval of the Division Engineer, U. S. Army Engineer Division, South Atlantic, Atlanta, Georgia, or his authorized representative, and shall not be binding until so approved.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the day and year first above written.

Approved 18th day of Sept, 1961

H. A. Morris
H. A. MORRIS
Brigadier General, USA
Division Engineer

UNITED STATES OF AMERICA

BY W. A. Stevens
U. A. STEVENS
Colonel, CE
Contracting Officer
28 Aug 61

Louella B. Parkers
(Name)

P. 2 Pickens, S.C.
(Address)

Louella B. Parkers
(Name)

Box 365 Pickens, S.C.
(Address)

BLUE RIDGE ELECTRIC COOPERATIVE, INC.

BY Samuel Bell
President