

**INDUSTRIAL POWER CONTRACT
BETWEEN
MURFREESBORO ELECTRIC DEPARTMENT
AND**

THIS CONTRACT, made and entered into as of the _____
_____ by and between MURFREESBORO ELECTRIC DEPARTMENT
(hereinafter called "Distributor"), a municipal corporation duly created, organized
and existing under and by virtue of the laws of the State of Tennessee, and
_____ (here-in-after called "Customer"),
a corporation created, organized, and existing under and by virtue of the laws of
the State of Tennessee.

WITNESSETH

WHEREAS, Customer and Distributor are parties to a contract dated
_____ under which firm electric power and energy is made
available to and purchased by Customer for its operations in Murfreesboro,
Tennessee; and

WHEREAS, Distributor has provided one _____ KVA, _____ volt
grounded-wye transformer and associated facilities for the purpose of supplying
power and energy to Customer.

WHEREAS, Customer has installed a _____ facility
and has requested that Distributor provide additional transformation facilities for
the supply of power to an additional but separate point of delivery,

NOW, THEREFORE, for and in consideration of the premises and mutual
covenants hereinafter set forth, the parties hereto covenant and agree as
follows:

- 1. Term.** This contract shall become effective as of the date first above
written; provided, however, that all provisions hereof relating to the
availability of and payment for power and energy shall become
effective on _____ which date shall be the date of initial
availability hereunder. This contract shall continue in effect for an initial
term of five (5) years from said date of initial availability and, at the end
of said initial term, the contract shall be renewed automatically for an
additional term of one (1) year and from year to year thereafter unless
written notice to the contrary is given by either party to the other at
least three (3) months prior to the expiration of said initial term or any
then existing renewal term.

2. **Facilities.** It is recognized that Distributor has provided certain facilities to supply power and energy to Customer's operations. Said facilities shall include, at the request of Customer, one (1) _____ KVA _____ volt grounded-wye transformer.

Customer hereby grants to Distributor such rights in, over, and across Customer's property as may be necessary or desirable to permit the installation, maintenance, operation, repair and replacement of the Distributor's facilities required to supply Customer with power and energy hereunder. The rights of way for Distributor's facilities shall be at locations on Customer's property mutually satisfactory to Distributor and Customer. In the event that Customer requires the relocation of said facilities which shall be and remain the personal property of Distributor, such relocation shall be made at Customer's expense.

3. **Special Facilities Rental.** In consideration of Distributor's providing, operating, and maintaining the _____ KVA _____ volt transformer and associated equipment for service to Customer in accordance with Section 2 hereof, Customer shall pay to Distributor, in addition to all other charges provided in this contract, a facilities rental charge of one and one-half percent per month of the total installed cost, including applicable overheads of the transformer and its related facilities. Said rental charge shall start upon the date of initial availability and shall continue until the termination of this agreement or any renewal or replacement thereof. Payment for any period of less than one month shall be prorated.
4. **Availability of Power.** Subject to the other provisions of this contract, Distributor will, commencing with the date of initial availability hereunder, make available to Customer, and Customer will take and buy from Distributor, Customer's requirements of firm power and energy for the operation of Customer's said operations up to a maximum of _____ KW, which shall be the "contract demand" hereunder.

The power and energy made available to Customer hereunder shall be delivered, taken, and paid for in accordance with the terms hereof and the Schedule of Rules and Regulations of Distributor, a copy of which is attached hereto and hereby made a part hereof. In the event of any conflict between the provisions of said Schedule and other provisions of this contract, the latter shall control.

The Customer agrees that the Distributor may be limited in the amount of power that it can furnish due to limitations made by the Tennessee Valley Authority, Distributor's supplier of power. The Customer further understands that the Distributor on some occasions may be unable to furnish electric power due to unforeseen, unavoidable circumstances and agrees to make no claim against Distributor as a result of any such inability to furnish power.

5. **Conditions of Delivery.** The point of delivery for power and energy made available hereunder shall be the point of connection of Distributor's facilities to Customer's facilities. The power and energy made available by Distributor hereunder shall be in the form of three-phase, alternating current at a frequency of approximately 60 hertz and, under normal operating conditions at a normal voltage of approximately _____ volts. Maintenance by Distributor at said point of delivery of approximately the above-stated voltage and frequency shall constitute availability of power and energy for purposes of this contract. The power and energy to be supplied hereunder shall be measured by Distributor's metering facilities near said point of delivery.

Distributor shall not be obligated to provide protective equipment for Customer's facilities, but Distributor may provide such protective equipment as it deems necessary for the protection of its own property and operations. The electrical equipment installed by Customer shall be capable of satisfactory coordination with any protective equipment installed by Distributor. Customer shall be responsible for protection of own equipment against loss of phase occurrence (partial power). Customer shall exercise all reasonable precautions and install all equipment necessary to limit its total demand as determined in accordance with the rate schedule hereinafter specified to the amount to which it is entitled hereunder.

6. **Rates and Charges.** Customer shall pay Distributor monthly for power and energy available under this contract in accordance with the rates, charges, and provisions of distributor's General Power Rate, Schedule GSA as modified, adjusted or replaced from time to time by agreement between Distributor and TVA. Said rate schedule, which is Distributor's currently effective standard rate schedule applicable to consumers of the same class as Customer, together with its current adjustment addendum, is attached hereto and hereby made a part hereof; provided by, however, that the paragraph thereof headed "Seasonal Service" shall be of no force and effect. In the event of any conflict between the provisions of said rate schedule, as so modified, or replaced, and other provisions of this contract, the latter shall control.

7. **Phase Balancing.** Customer shall endeavor to take and use power and energy in such manner that the current will be reasonably balanced on the three phases. In the event that any check indicates that the current on the most heavily loaded phase exceeds the current on either of the other phases by more than 20 percent, Customer shall make at its expense, upon request, the changes necessary to correct the unbalanced condition. If said unbalanced condition is not corrected within 60 days, or such other period as may be agreed upon, Distributor may thereafter elect to meter the load on individual phases and compute the billing demand as being equal to three times the maximum kilowatt load on any phase. For all purposes hereunder, the load on any phase shall be the load measured by a wattmeter connected with the current coil in that phase wire and the potential coil connected between that phase wire and the neutral voltage point.
8. **Electrical Fluctuations.** The power and energy taken by Customer hereunder shall not be used in such manner as to cause unusual voltage fluctuations or disturbances to Distributor's or TVA's system. In the event Customer's use of power causes fluctuations or disturbances on Distributor's or TVA's system, Distributor may require Customer, at customer's expense, to install suitable apparatus to keep such fluctuations or disturbances within reasonable limits.
9. **Notices.** Any notice or demand required by this contract shall be deemed properly given if mailed, postage prepaid, to the General Manager of Murfreesboro Electric Department on behalf of Distributor, or to Customer at _____ on behalf of Customer. The designation of the person to be so notified or the address of such person may be changed at any time and from time to time by either party by similar notice.
10. **Waiver.** A waiver of one or more defaults shall not be considered a waiver of any other or subsequent default.
11. **Successors and Assigns.** This contract may be assigned by Distributor, but shall not be assignable by Customer without written consent of Distributor except to a wholly owned subsidiary of Customer or Customer's successor by any bona fide merger, reorganization, or consolidation.

In the event of any such assignment the parties hereto shall remain liable for the faithful performance of this contract in all respects by their respective assigns, and such assigns by acceptance of such transfer

or assignment shall likewise become bound for the full performance of this contract until the expiration thereof.

12. **Counterparts.** This contract may be executed in any number of counterparts, and all such counterparts, each executed and delivered as an original, shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by their respective officers thereunto duly authorized, as of the day and year first above written.

ATTEST:

MURFREESBORO ELECTRIC DEPARTMENT

(Sign)

(Sign)

(Print Name & Title)

Steve Sax– General Manager

ATTEST:

(Company)

(Sign)

(Sign)

(Print Name & Title)

(Print Name & Title)