

TOMBIGBEE ELECTRIC POWER ASSOCIATION

INDUSTRIAL POWER CONTRACT

THIS CONTRACT, made this day of _____, 20_____, by and between

(Name)

(Address)

hereinafter called the "Customer," and **TOMBIGBEE ELECTRIC POWER ASSOCIATION** with offices at Tupelo, Mississippi, hereinafter called the "Distributor,"

WITNESSETH:

WHEREAS, the Customer has applied to the Distributor for electricity for the operation of _____ at _____

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

1. The Distributor will supply, and the Customer will take and pay for, all the electricity except as specifically set forth in paragraph _____ required for the operation of _____ at _____

up to a maximum demand of _____ KW, in accordance with the terms hereof and the Rules and Regulations of the Distributor, a copy of which is attached hereto and hereby made a part hereof. The customer may not exceed the above maximum except by agreement with distributors and revision of contract, but nothing hereinafter shall be construed to relieve the customer from paying for the electricity actually used.

2. Attached hereto and hereby made a part hereof is a rate schedule designated Rate Schedule _____, and the electricity sold hereunder shall be purchased and paid for by the Customer according to the provisions of said Rate Schedule _____, except as specifically modified by this agreement.

3. The Customer shall pay as a minimum the amounts determined under the provision of the attached rate schedule entitled "Minimum Monthly Bill," but in no case less than _____ Dollars, (\$ _____) per year.

4. The electricity furnished hereunder shall be in the form of _____ phase, alternating current, at approximately 60 cycles and _____ volts.

5. The Point of Delivery for the electricity supplied hereunder shall be _____

_____ and maintenance by the Distributor of approximately the above-stated voltage and frequency at said Point of Delivery shall constitute delivery of electricity for the purpose of this contract. The electricity to be supplied the Customer hereunder shall be metered at the _____ step-down transform bank or banks of a substation to be constructed, owned, and operated by the Distributor, and the Distributor will install only such protective devices as in its opinion are necessary for the protection of its - transformer banks or banks and/or the transmission line or transmission lines supplying power to such substation. The Customer shall furnish the Distributor gratis with a suitable substation site and a right of way thereto over the property of the Customer for the period hereof, the transformer bank's, transmission facilities, and other equipment installed thereon to be considered the personal property of the Distributor. The Distributor's agents and employees shall have free right of ingress and egress on said site and right of way.

6. The term of this contract shall be _____ (_____) years. *****See attached amendment if contract is for 10 years*****

This contract shall begin on the date the delivery of electricity hereunder is actually begun, which it is estimated will be approximately _____, and shall be considered renewed for a year from the expiration of said term, and from year to year thereafter, unless a written notice to the contrary is given by either party to the other at least, three (3) months prior to the expiration of the term of the contract or any then existing renewal thereof.

7. Except as otherwise expressly provided in this agreement, the electric power and energy sold hereunder shall be purchased and paid for by customer according to provisions of Distributor's standard schedule of rates and charges applicable to large lighting and power customers as modified from time to time by agreement between Distributor and Tennessee Valley Authority.

This contract shall inure to the benefit of and be binding upon the respective heirs, legal representatives, successors, and assigns of the parties hereto, but is not assignable by the Customer without written consent of the Distributor.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be duly executed in _____

_____ the day and year first above written.

(Customer)

(Distributor)

By _____

(Official Capacity)

By _____

(Official Capacity)

Power Contract Language for 10-Year Investment Credit Term:

This power contract (“Agreement”) will remain in effect through the later of: **(a)** the Meter-Reading Time for **[Insert Final Billing Month/Year]**, which is the first Meter-Reading Time that falls at least 10 years after the Effective Date of this Agreement; or **(b)** the full term of Company’s Award Period, as defined in the Company’s Investment Credit Agreement (“IC Agreement”), which Company is entering into in connection with taking service under this Agreement. Company is unable to terminate this Agreement, notwithstanding any termination of the IC Agreement.