

The Power Company shall be under no obligation to furnish power in excess of the maximum number of Kilowatt hours stated in Paragraph "Fifth" hereof, during any month and the Consumer agrees not to take power in excess of the Kilowatts or Kilowatt hours therein specified, whenever and as often as the Power Company may object thereto; and it is agreed between the parties hereto that if and when the requirements of the Consumer become greater than the amount of power set forth in Paragraph "Fifth", then, if the Power Company has the additional power available for sale, and the Consumer desires to secure such additional power from the Power Company, this contract shall be cancelled and a new five (5) year contract shall be entered into between the parties for the amount of power set forth in said Paragraph "Fifth", increased by such additional amount as the parties may agree upon, which new contract shall be in accordance with the terms and conditions, and at the lawful rates then prevailing for the sale of power by the Power Company.

The Consumer further agrees to pay to the Power Company, as a monthly minimum service and maintenance charge, the sum of Two Hundred (\$200.00) Dollars for each and every month of the term of this contract, beginning on the first day of the month succeeding the month in which the delivery of said electric power shall have been begun, whether it shall use electric power equal in value, under the terms of this contract, to that amount or not; and it is agreed that the amount of electric power delivered hereunder, when exceeding in value the amount of said minimum charge, shall be paid for in the manner and at the rates herein provided.

Payment shall be made at the office of the Power Company, located in Charlotte, North Carolina. Bills shall be rendered each month by the Power Company to the Consumer for the delivery of the electric power hereunder during the preceding month, and each and every and all of such bills shall be payable by the Consumer monthly in gold coin of the United States of America, of or equal to the present standard of weight and fineness, or at the option of the Power Company (without waiving any of its rights to demand payment in gold as aforesaid) by checks which shall be receivable by Charlotte, North Carolina, banks at par; and the payments thereof and all payments under this contract, shall be made at the office of the Power Company;

Next Page

on or before the first day of each and every month immediately succeeding or following that month in which the said electric power shall have been delivered, during the full term of this contract.

Fifth: The maximum amount of electric power which the Power Company can be required to deliver under this contract shall not exceed 100,000 Kilowatt hours during any one month and not exceeding 160 Kilowatts at any time.

Sixth: The electric power delivered hereunder shall be delivered for the purpose of its being used by the Consumer for driving and operating the machinery and appliances in the sewage disposal plant of the Consumer and for such lighting at said plant as may be necessary in the operation thereof, and for no other purpose or purposes.

Seventh: The Power Company will furnish the necessary material for transmitting the electric power to the delivery point, which material shall be and remain the property of the Power Company, all wiring, fixtures, and apparatus required for the transmission, use, application or control of the electric power beyond said delivery point shall be furnished by the Consumer. The obligations of the Power Company are dependent upon its securing and retaining all rights, easements and permits necessary for the delivery of said electric power hereunder, at the delivery point aforesaid.

Eighth: The Power Company shall install and connect to the power circuit such wattmeter or meters as shall be necessary to measure and record the amount of electric power delivered. Said meters shall belong to the Power Company, and shall be at all reasonable times, upon the written request of the Consumer, subject to such standard test as may be necessary to establish their commercial accuracy. The Consumer shall under no circumstances interfere with said meters but in case of defective service shall immediately give notice thereof to the Power Company. If said tests show that the meters or any of their transformers, wiring, or connections have been damaged, and that because of such damage the meters are not commercially accurate, then and in that case, said meters shall be restored to a condition of accuracy satisfactory to the representatives of both parties. If the inaccuracy of any instrument shall exceed two per cent (2%), then the readings of such instrument previously taken shall be corrected.

over