

GREENBELT ELECTRIC COOPERATIVE, INC.
Wellington, Texas

LARGE POWER
AGREEMENT FOR ELECTRIC SERVICE

AGREEMENT made this ____ day of _____, _____, between GREENBELT ELECTRIC COOPERATIVE, INC. (hereinafter called the "Seller") and _____ (hereinafter called the "Consumer"), a limited partnership.

The Seller shall sell and deliver to the Consumer, and the Consumer shall purchase all of the electric power and energy which the Consumer may need and/or use at the location described in Exhibit A, attached hereto and by this reference made part hereof, up to _____ kilowatts or _____ horsepower, upon the following terms.

1. Service Characteristics.

- a. Service hereunder shall be alternating current, 3 phase, sixty cycles, _____ volts.
- b. The Consumer shall not use the electric power and energy furnished hereunder as an auxiliary or supplement to any other source of power and shall not sell electric power and energy purchased hereunder.
- c. The Seller may limit the amount of electric energy to be furnished as indicated in this contract.
- d. The Consumer agrees to operate its facility and motor in such a way as to minimize disruption of the Seller's system, including soft-start, installing of capacitors, required protection, safety and reliability equipment and measures and all other operating requirements that may be required by the Seller, its power supplier and/or its transmission service provider.
- e. The Consumer shall at all times take and use power in such a manner that the power factor shall be as near one hundred percent (100%) as applicable. The total charges under this agreement shall be adjusted to correct the average power factor if lower than ninety-eight percent (98%). Such adjustment will be made by increasing the total charges by one percent (1%) for each one percent (1%) by which the average power factor is less than ninety-eight percent (98%) lagging.

2. Payment.

- a. The Consumer shall pay the Seller for service hereunder at the rates and upon the terms and conditions set forth in Schedule _____ attached to and made a part of this Agreement. Notwithstanding any provision of the Schedule and irrespective of Consumer's requirements for or use of electric power and energy, the demand for billing purposes hereunder shall be not less than 80% of the Contract Kw or Hp for the previous 11 months, and a monthly customer charge for the remainder of the Term of Contract

- b. The Seller agrees to provide service to the Consumer no later than 180 days after both parties sign this Agreement and the Facilities Charge set forth in paragraph 8 below has been paid by the Consumer, subject only to any cause beyond the control of the Seller, including, but not limited to, failure of facilities, flood, earthquake, storm, fire, ice, lightning, wildfire, epidemic, war, riot, civil disturbances, strikes or labor disturbances, sabotage, or restraint by court order or public authority, which by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by exercise of due diligence it is unable to overcome.
- c. The initial billing period shall start when Consumer begins using electric power and energy, or 60 days after the Seller notifies the Consumer in writing that service is available at the Service location set forth in Exhibit A, whichever shall occur first.
- d. Bills for service hereunder shall be paid at the office of the Seller in Wellington, State of Texas. Such payments shall be due 16 days after Consumer's receipt of same by fax and/or electronic delivery unless such day falls on a holiday or weekend, in which case payment is due on the next work day. If full payment is not received in the office of the Seller on or before the date such bill is due, the Consumer's account will be considered delinquent and subject to disconnection in accordance with the Seller's Service Rules and Regulations. However, such discontinuance of service shall not relieve the Consumer of any of its obligations under this Agreement.
- e. The Consumer agrees that if, at any time, the rate under which the Seller purchases electric service at wholesale is modified, the Seller may make a corresponding modification in the wholesale power charge (as defined in Schedule Special Contract - _____ attached hereto) for service hereunder.

3. Membership.

The Consumer shall become a member of the Seller and shall be bound by such rules and regulations applicable to members of the Seller as may from time to time be adopted by the Seller.

4. Continuity of Service.

The Seller shall use reasonable diligence to provide a constant and uninterrupted supply of electric power and energy hereunder to Consumer's service location at a particular point where electric energy first leaves the line on equipment owned by Seller and enters Consumer's service entrance conductors. If the supply of electric power and energy shall fail or be interrupted, or become defective through acts of God, governmental authority, action of the elements, public enemy, accident, strikes, labor trouble, required maintenance work, inability to secure right-of-way, or any other cause beyond the reasonable control of Seller, the Seller shall not be liable therefore or for damages caused thereby.

5. Right of Access.

- a. Duly authorized representatives of the Seller shall be permitted to enter the Consumer's premises at all reasonable times in order to carry out the provisions hereof.
- b. The Consumer agrees to grant or secure for Seller at no expense to Seller, an easement on Consumer's site in a mutually agreeable form at which Seller will deliver power hereunder and to provide suitable space on such easement for installation of facilities which are necessary to provide electric service to Consumer.

6. Term.

- a. This Agreement shall become effective on the date first above written and shall remain in effect until 5 years following the start of the initial billing period and thereafter until terminated by either party at the end of such five (5) year period or thereafter by giving to the other 3 months notice in writing.
- b. Notwithstanding any other provisions of this agreement, Seller may discontinue service if Consumer has breached any portion of this agreement by failure to make timely payment or otherwise, and Seller has given Consumer notice in accordance with the Service Rules and Regulations of the Seller regarding discontinuance of service as they may be hereafter amended by order or consent of any Regulatory Authority having jurisdiction, provided, however, in the event of any such breach, Seller shall provide Consumer written notice of such breach and Consumer shall have at least thirty (30) days following its receipt of such notice to cure such breach and only in the event such breach is not cured within such time period shall Seller be permitted to discontinue service hereunder.

7. Succession and Approval.

This Agreement shall be binding upon and inure to the benefit of the successors, legal representatives and assigns of the respective parties hereto.

8. Facilities Charge.

The Consumer shall pay the Seller the sum of \$_____ as a contribution in aide of construction prior to construction of any facilities by the Seller.

9. Consumer's Installation.

The Consumer and Seller each warrant to the other that his/her installation at the Service Location identified on Exhibit A (including all conductors, switches, equipment, wiring and protective devices of any kind or character) is constructed in accordance with applicable provisions of the National Electrical Safety Code of the American Standards Association as well as applicable laws or ordinances, and that the Consumer's and Seller's installation will be maintained in such a manner as to conform to such standards.

10. Waiver.

No waiver, expressed or implied, to any breach of any one or more of the covenants or agreements hereof shall be deemed to be a waiver of any subsequent breach.

11. Entire Agreement.

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements between Consumer and Seller for the service herein described, and the Seller and its agents and employees have made no representations, promises, or made inducements, written or verbal, which are not contained herein. Consumer agrees that it is not relying on any statements not herein contained. This Agreement shall be construed and governed in accordance with the laws of the State of Texas.

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

GREENBELT ELECTRIC COOPERATIVE, INC.

By: _____

Title: _____

Date: _____

CUSTOMER: _____

Signature: _____ Title

Mailing Address: _____

Day Telephone Number

After Hours Number

Federal ID Number

Account Number

*If other than president, vice president, partner or owner, a power of attorney must accompany contract.