

Primary Power Contract.

(100 Kilowatts and Over)

For Miscellaneous Industrial Uses.

Memorandum of Agreement, made and entered into this 17th day of May, 1927, by and between Southern Power Company, a corporation organized and existing under the laws of the State of New Jersey, party of the first part, hereinafter designated as and called the "Power Company," and Greater Greenville District Sewer Commission, a body corporate and politic, created and existing under and by virtue of the laws of the State of South Carolina, party of the second part, hereinafter designated as and called the "Consumer;"

Witnesseth: That in consideration of the mutual covenants and agreements hereinafter contained, the expected performance thereof, the electric power to be delivered, the sums of money to be paid, and other valuable considerations, the parties hereto, for themselves, their successors and assigns, have mutually agreed and do agree with each other as follows:

First: The Power Company agrees that it will deliver to the Consumer electric power, and the Consumer hereby agrees to receive, use, and pay for said electric power, at the time and place or places, and for the purpose, and in the amounts, and in the manner, and in accordance with the terms, limitations, and conditions hereinafter set forth, for and during, and this contract shall continue in force for the term of five (5) years from the date or day on which the delivering of electric power hereunder is and shall be actually begun.

Second: The electrical power to be furnished hereunder shall be three-phase, alternating, at approximately sixty (60) cycles per second periodicity, and at approximately Five Hundred Seventy-five (575) volts, and shall be delivered between the hours of 6:00 A.M. and 6:00 P.M., each and every day of the week, Sundays excepted, at a delivery point located at or near Greenville, South Carolina, which delivery point is more particularly described as follows: the Consumer's disconnecting switches mounted on a pole adjacent to the Power Company's substation at or near the Consumer's sewerage disposal plant, at the junction of Bushy Creek and Reedy River. All meters used for measuring said electric power hereunder shall be located at the above delivery point.

Third: The Power Company agrees that it will begin to deliver the electric power herein contracted for, or be ready, willing, and able so to do, on or before

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the 7th day of January, 1928, and the Consumer agrees to receive and use said electric power, or be ready, willing, and able so to do, on or before said date. And each party hereto hereby agrees to notify the other party as soon as such party is ready, willing, and able to perform its agreement in this paragraph contained. And in case either party hereto should be delayed in or be prevented from performing or carrying out the agreements, covenants, and obligations made by and imposed upon said parties, or either of them by this paragraph, by reason of or through strike, stoppage of labor, riot, fire, flood, ice, invasion, civil war, commotion, insurrection, military or usurped power, accident, order of any court or judge, granted in any bona fide adverse legal proceeding or action, order of any civil authority, explosion, act of God or the public enemies, or any cause reasonably beyond its control, and not attributable to its neglect, then, and in such case or cases, such period of delay or prevention shall not be reckoned or accounted as a part of the time within which such party was to perform and carry out the same, and the days, dates, times, and periods mentioned in this paragraph shall be extended for a period proportionate to such delay or prevention; provided, however, that the party or parties suffering such delay or prevention shall use all reasonable diligence to remove the cause or causes thereof.

Fourth: The Consumer agrees to pay the Power Company for electric power furnished hereunder at the following scale of rates, based upon monthly consumption, to-wit:

Kilowatt Hours per Month	Per Kilowatt Hour
First 50,000	1.54 Cents
Next 50,000	1.485 Cents
" 50,000	1.43 "
" 50,000	1.375 "
" 100,000	1.32 "
" 100,000	1.265 "
" 100,000	1.21 "
" 100,000	1.155 "
" 100,000 and over	1.10 "

The Consumer shall pay the Power Company for all electric power used in excess of the maximum number of Kilowatt hours per month which the Power Company can be required to deliver hereunder at the rate of one and fifty-four hundredths cent (1.54¢) per Kilowatt hour, provided, however, that

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