

EXHIBIT H

MEMPHIS LIGHT GAS AND WATER DIVISION
GENERAL POWER SERVICE AGREEMENT- CORPORATION

PLEASE TYPE OR PRINT

_____		_____		
Corporate Name.		Date of Incorporation in Tennessee		
_____		_____		
Name Doing Business In		EIN / TAX ID #		
_____		_____		
Principle Address	Suite	City	State	Zip Code
_____		_____		
Mailing Address (if different from Principal Address)	Suite	City	State	Zip Code
_____		_____		
Business Phone No.	Fax No. (optional)	Email Address (optional)		
_____		_____		

Do You: Own _____
(Circle One) Rent Date of Purchase of Lease Name of Landlord Telephone No. _____

_____	_____	_____	_____	_____	Prior Service w/MLGW:	Yes
Immediate Prior Address Suite No.	City	State	Zip Code		(Circle One)	No

President - Signature: _____

Print: _____
Last Name First Name M.I Maiden Name

Vice President - Signature: _____

Print: _____
Last Name First Name M.I Maiden Name

Secretary/Treasurer - Signature: _____

Print: _____
Last Name First Name M.I Maiden Name

Terms and Conditions

The undersigned(s) hereby makes application for utility service(s) and agrees to pay for said services(s) as measured by Memphis Light, Gas and Water Division's metering devices in accordance with the applicable rates and charges as specified in MLGW's rate schedule for the above account and any account requested by the undersigned from MLGW. The customer agrees to allow right of access to MLGW's agent(s) on the customer's premises at all reasonable times and for necessary purposes. The undersigned(s) assume responsibility for services beginning from the connection date or until MLGW is properly notified of cancellation of service, and agree that all billings rendered by said company shall be due and payable as per the bill. Failure to receive a bill does not release a customer from payment obligations. The customer shall pay collections expenses, attorney fees and court costs if payment is delinquent due to fraud, default or failure to perform the obligations incurred and set forth in this agreement. It is agreed by the customer and MLGW that this contract shall apply to the original address of the customer and to all future addresses of the customer which received service from MLGW. Information submitted to MLGW in this service agreement is correct and true to the best of the undersigned(s) knowledge and belief.

MLGW appreciates customers who establish and maintain good pay records. Customers with 24 consecutive months of service beginning with the deposit was established on the account are eligible for a deposit refund. MLGW will refund deposits within 30 days, based on A-Rating with the following conditions: no arrears balance; no delinquent service order generation during the previous 24-month period; no delinquent reconnects during the previous 24-month period; returned checks, stopped payments, or credit card reversals in the previous 24-month period; no active payment plans; no bad debt (debt subject to collection agency assignment) within the previous 72-months; no missed payment arrangements (i.e. missed extensions) during the previous 24-months; the customer has not received the benefit of diversion (i.e. theft/any tampering with wires, pipes, meters or other service equipment within the previous 72-months); poor payment history. If your pay record does not meet these requirements, your deposit(s) will be held until utility services are terminated. The deposit will be applied to your final bill. MLGW requires each new corporate customer to execute a Corporate Resolution in the form provided by MLGW (Exhibit J in the Customer Care Policy.) To receive service corporations must be registered to do business in Tennessee.

CREDIT AND CREDIT OPERATIONS DEPARTMENT
SECURITY REQUIREMENTS ON GENERAL POWER ACCOUNTS

It is Memphis Light, Gas and Water Division's policy that all general power commercial accounts be sufficiently secured to prevent possible losses that could result in increased rates. Also, a General Power Commercial Service Agreement will be required from all new customers. An updated General Power Service Agreement may be required after 2 years.

This security will be held for two (2) years and may be one of the following types:

CASH DEPOSITS The amount of the General Power Deposit is determined by using the consumption used by the previous general power customer at the address for which you are applying for service. We multiply the second highest metered service by 2.5 to obtain the most realistic dollar amount in securing payments on final bills. On newly constructed buildings which have never been occupied, we consider the size of the building, type of operation and load requirements.

If after twelve (12) months in operation you feel your deposit is too high, we will, at your request, gladly recalculate your actual billings and adjust your deposits accordingly.

INDEMNITY BOND A bond in the amount of the deposit requested will be accepted in lieu of cash deposit upon its receipt from a surety company. The selection of the surety company shall be the responsibility of the customer. However, the Bond Forms must be secured from an approved by Memphis Light, Gas and Water Division. The Bond will be held for two (2) years.

CERTIFICATE OF DEPOSIT We will accept this type instrument purchased through a bank for a two (2) year period at standard interest rates. The Certificate of Deposit (Time Receipt) will be held in safekeeping by the Division in lieu of the deposit. Certificate must be made jointly to the customer and Memphis Light, Gas and Water.

BANK LETTER OF CREDIT Irrevocable letter of credit must be furnished to the Division by a bank approved by Memphis Light, Gas and Water Division, which guarantees full payment of deposit if the utility bill is delinquent. Letter must state for a two (2) year liability period.

LETTER OF REFERENCE Letter of reference mailed directly to MLGW Credit Operations from another electric and/or gas utility (24-months of service and good pay credit history required within the last 12 consecutive months) prior to service being connected. An acceptable letter of reference must be on the utility's letterhead in the same business name, owner and organizational structure (i.e. LLC) as the applicant. This option is not applicable if the applicant has an outstanding debt with MLGW or diversion charges. The security deposit will be assessed and appear on the first utility bill. Once the Letter of Reference is received and approved, the deposit will be credited off the account.

REFUND OF DEPOSITS MLGW appreciates customers who establish and maintain good pay records. Customers with 24 consecutive months of service beginning when the deposit was established on the account are eligible for a deposit refund. MLGW will refund deposits within 30 days, based on A-Rating with the following conditions; no arrears balance; no delinquent service order generation during the previous 24-month period; no delinquent reconnects during the previous 24-month period; no returned checks, stopped payments, or credit card reversals in the previous 24-months period; no active payment plans; no bad debt (debt subject to collection agency assignment) within the previous 72-months; no missed payment arrangements (i.e. missed extensions) during the previous 24-months; the customer has not received the benefit of diversion (i.e. theft/any tampering with wires, pipes, meters or other service equipment within the previous 72-months); poor payment history. If your pay record does not meet these requirements, your deposit(s) will be held until the utility services are terminated. The deposit will be applied to your final bill.

The undersigned hereby consents to being contacted by telephone by MLGW employees or our agents regarding your account. In the event that your account goes into default, this contact may be from a Debt Collection Service in an attempt to collect the debt. You agree that we or our agents may place such calls using an automated dialing/announcing technique. You agree that we or our agents may make such calls to a mobile telephone or other similar device. You agree that we may, for training purposes or to evaluate the quality of our service, listen to and record hone conversations you have with us or our agents.

If you would like additional information concerning our security requirements, please call the Credit Operations Departments at (901) 528-4307.

MLGW USE ONLY

Customer No. _____ Premises No. _____ Deposit Amount Paid _____

Remarks: _____

MLGW representative _____ Area Number _____ Date _____

EXHIBIT I

MEMPHIS LIGHT GAS AND WATER DIVISION
GENERAL POWER SERVICE AGREEMENT
LIMITED LIABILITY COMPANY, LIMITED LIABILITY PARTNERSHIP OR LIMITED PARTNERSHIP

PLEASE TYPE OR PRINT

Form fields including: Limited Liability Company Name, Date of Formation in Tennessee, Name Doing Business In, EIN / TAX ID#, Principle Address, Suite, City, State, Zip Code, Mailing Address (if different from Principal Address), Business Phone No., Fax No. (optional), Email Address (optional).

Do You: Own (Circle One) or Rent. Fields for Date of Purchase of Lease, Name of Landlord, Telephone No.

Immediate Prior Address Suite No., City, State, Zip Code, and Prior Service w/MLGW: Yes (Circle One) or No.

Managing Partner of Member - Print Name: _____ Title: _____

Signature: _____ Date: _____

Managing Partner of Member: - Print Name: _____ Title: _____

Signature: _____ Date: _____

Managing Partner of Member: - Print Name: _____ Title: _____

Signature: _____ Date: _____

Terms and Conditions

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CREDIT AND CREDIT OPERATIONS DEPARTMENT
SECURITY REQUIREMENTS ON GENERAL POWER ACCOUNTS

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MLGW USE ONLY

Customer No. _____ Premises No. _____ Deposit Amount Paid _____

Remarks: _____

MLGW representative _____ Area Number _____ Date _____

EXHIBIT J

**MEMPHIS LIGHT GAS AND WATER DIVISION
GENERAL POWER SERVICE AGREEMENT
SOLE PROPRIETORSHIP, GENERAL PARTNERSHIP OR MISCELLANEOUS BUSINESS ENTITY**

PLEASE TYPE OR PRINT

_____				_____	
Individual, Partnership or Company Name				Date of Formation	
_____				_____	
Name Doing Business In				EIN or Social Security Number	
_____		_____	_____	_____	_____
Principle Address		Suite	City	State	Zip Code
_____		_____	_____	_____	_____
Mailing Address (if different from Principal Address)		Suite	City	State	Zip Code
_____		_____	_____	_____	_____
_____		_____		_____	
Business Phone No.		Fax No. (optional)		Email Address (optional)	
Do You: Own _____		_____		_____	
(Circle One) Rent	Date of Purchase of Lease	Name of Landlord		Telephone No.	
_____		_____		_____	
Immediate Prior Address		Suite No.	City	State	Zip Code
_____		_____	_____	_____	_____
Sole Proprietor's Signature: _____		_____		Date: _____	
Print: _____		_____		_____	
Last Name		First Name	M.I	Maiden Name	Date of Birth

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If you would like additional information concerning our security requirements, please call the Credit Operations Departments at (901) 528-4307.

MLGW USE ONLY

Customer No. _____ Premises No. _____ Deposit Amount Paid _____

Remarks: _____

MLGW representative _____ Area Number _____ Date _____

BE IT RESOLVED THAT:

1. _____ (hereinafter referred to as the "Customer") is authorized to open and operate accounts with Memphis Light Gas and Water, a division of the City of Memphis (hereinafter referred to as "MLGW") and to enter into agreements with MLGW with respect to any utility services offered by MLGW from time to time.

2. The Customer authorizes the individual(s) listed on this form ("Authorized Individuals") to bind the Customer and to conduct all aspects of the utility services relationship of the Customer with MLGW, including without limitation, the following:

- (a) to enter into agreements with MLGW including without limitation in accordance with any of MLGW's forms, agreements and terms and conditions from time to time;
- (b) to give MLGW instructions and perform transactions on behalf of the Customer with respect to the account(s) of the Customer with MLGW and using any of the services offered by MLGW from time to time;
- (c) to receive statements, instruments, agreements, terms and conditions, amendments to agreements and terms and conditions, and other documents, notices and communications with respect to the account(s) with MLGW; and
- (d) to settle the account(s) of the Customer with MLGW.

3. MLGW is entitled to rely on this resolution as duly and validly authorized and binding on the Customer. MLGW is further entitled to rely on the authority of the Authorized Individuals to bind the Customer. MLGW does not need to make any further inquiry into the authority of the undersigned, the authority of the Authorized Individuals and the validity of this resolution all of which will be enforceable against the Customer and may be acted upon by MLGW.

4. There are no provisions in the charter, by-laws or any other resolution, agreement or document to which the Customer is bound which are inconsistent with this resolution. MLGW is entitled to continue to rely on this resolution and the authority of the Authorized Individuals until MLGW receives a valid resolution of the Customer amending or rescinding this resolution.

Name	Position/Title
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Name	Position/Title
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Name	Position/Title
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Certified to be a true copy of a resolution properly passed by the board of directors of the Customer, which resolution is in full force and effect and unamended as of the date hereof.

Dated this _____ day of _____, 20__

