

Original Agreement

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON
FRANCHISE AGREEMENT

THIS AGREEMENT made and entered into this 4th day of January, 1982, by and between BERKELEY ELECTRIC COOPERATIVE, INC., hereinafter referred to as COMPANY, and the CITY OF McCLELLANVILLE COUNTY OF CHARLESTON, SOUTH CAROLINA, hereinafter referred to as CITY: WITNESSETH:

WHEREAS. Company has heretofore served electricity to both residential and commercial interest within the Corporate Limits of the City and areas adjacent thereto: and

WHEREAS. it is the desire of the parties hereto that such service shall continue and Company shall provide City with street lighting facilities and make payments to City of certain benefits, NOW, THEREFORE,

KNOW ALL MEN BY THESE PRESENTS, for and in consideration of the benefits heretofore received and to be received, the -payments to be made and the covenants and agreements herein contained and the sum of One (\$1.00) Dollar, each to the other in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby mutually acknowledged, the parties hereto agree as follows:

(1) In areas and at points agreed upon by City and Company, Company will provide reliable street lighting services from dusk each night to dawn on the next ensuing day upon the payment by City to Company of a consideration in accordance with the rate schedule hereinafter set forth. Company shall make additions, to its present street lighting system from time to time, to include areas not now served and to provide such areas with reliable street lighting by agreement as aforesaid.

(2) City will pay to Company, within fifteen (15) days after receipt of a proper bill from Company, for the preceding month's service on the following rate schedule: Light mounted on wooden pole with bracket attachment and connected to overhead secondary circuit.

- a) 100 watt mercury vapor lamp, luminaire and refractor globe at \$2.20.
- b) 175 watt mercury vapor lamp, luminaire and refractor globe at \$3.58
- c) 400 watt mercury vapor lamp, luminaire and refractor globe at \$5.23

*Plus South Carolina Sales Tax

The above rates shall be adjusted in direct relationship to the wholesale cost of power that the Company pays.

(3) In consideration of the rights granted to Company under the terms and provisions of the non-exclusive franchise heretofore granted, as aforesaid, and the covenants and conditions herein contained, Company will pay to City on or before the 1st day of March of each year, beginning with the year _____ a sum of money equal to the following percentage application on the gross sales accruing to the Company from all electrical residential and commercial accounts, excluding all municipal street lighting, and industrial loads within the corporate-limits of the City for the then immediately preceding calendar year:

Three percent (3%) of total electric revenue exclusive of street lighting, municipal and industrial loads.

(4) City agrees that the payment of the percentage of gross sales provided for in the last preceding paragraph shall be in lieu of all occupation license, gross receipts excise and franchise taxes and in full payment of all such money demands and charges by the City. This is a contract for street lighting and other electric services not in conflict with any other contract of the City and docs not supersede but supplements other Contracts and/or Franchises.

(5) Company will make reasonable provisions to insure satisfactory and continuous service but does not guarantee a continuous supply of electrical energy and shall not be liable for damages occasioned by interruption of service caused by an act of God, the public enemy, or for any other cause reasonably beyond its control, including but not limited to the failure or breakdown of generating or transmitting facilities, floods, fires, strikes or action or order of any agency having jurisdiction in the premises, or for interruptions (when City has been given reasonable notice) which are necessary for inspections, repairs or changes in the Company's transmission or distribution system. City shall notify Company immediately of any defect, trouble or accidents which may in any way affect the continuity of services herein contracted for within the limits of City.

(6) City, insofar as its rights and titles extend, does hereby grant unto Company all rights, privileges and easements necessary or incidental to the furnishing of the services herein contracted for.

(7) This Contract shall not be construed so as to create any obligation on the part of City to maintain any action at law or in equity for the protection or enforcement of any rights herein granted to Company.

(8) In consideration of the payments made and services performed by Company. City agrees that the Company shall be permitted to continue its electrical services to all individual and commercial interests within the corporate limits of the City, within areas which may be hereafter annexed to the City and areas adjacent thereto not now served by electrical distribution systems and within all territory assigned to the Company by the South Carolina Public Service Commission at the time of the execution of this Contract. This service shall continue for the term of this Agreement and City has not and will not grant any non-exclusive franchise to any other Company which conflicts with this agreement.

(9) The initial term of this Contract shall be for a term of Twenty-five (25) years from the date first hereinbefore written and shall continue thereafter unless terminated by written notice of either party of not less than twenty-four (24) months prior to the proposed termination.

(10) The validation or cancellation of any revision condition or covenants herein contained by Court Decree or otherwise, shall not render ineffectual the remaining provisions hereof.

(11) This agreement shall inure to and become upon the respective successors and assigns of the parties whether hereinbefore so stipulated or no.

Signatures.

Amendments

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

FIRST AMENDMENT TO FRANCHISE AGREEMENT BETWEEN BERKELEY
ELECTRIC COOPERATIVE, INC. AND THE TOWN OF McCLELLANVILLE

WHEREAS, Berkeley Electric Cooperative, Inc, (hereinafter referred to as "Company") has heretofore served electricity to both residential and commercial interests within the corporate limits of the Town of McClellanville (hereinafter referred to as "Town") and areas adjacent thereto; and

WHEREAS, it is the desire of the parties hereto that such service shall continue and Company shall provide Town with street lighting facilities and make payments to Town of certain benefits; NOW, THEREFORE,

Paragraph 8 of the Franchise Agreement entered into between Berkeley Electric Cooperative, Inc., and the Town of McClellanville on January 4, 1982, is hereby amended to read as follows:

(8) In consideration of the payments made and services performed by Company, Town agrees that the Company shall be permitted to provide its electrical services within the corporate limits of the Town, to include areas which may be hereafter annexed to the Town; provided however, Company shall not extend or supply service to an individual, commercial interest, entity or location already served by another supplier without the express consent of that supplier and the Town. Any dispute between suppliers shall ultimately and finally be decided by the Town of McClellanville. This service shall continue for the term of this agreement and the Town has not and will not grant any non-exclusive franchise to any other company which conflicts with this agreement.

Paragraph 9 of the Franchise Agreement entered into between Berkeley Electric Cooperative, Inc. and the Town of McClellanville on January 4, 1982 is hereby amended to read as follows:

(9) This Agreement shall expire on May 31, 2005 provided that written notice of intent to cancel is delivered by the party intending to cancel to the other party on or before May 31, 2004, it shall continue on a year-to-year basis thereafter until such time as an intent to cancel is delivered by the party intending to cancel to the other party, which notice must be delivered at least nine (9) months prior to the proposed date of cancellation.

Signatures.