

CUSTOMER **CTC Property, LLC**

Dan Rowland

Name (Print)

DocuSigned by:
Dan Rowland
836628044889408

Signature

Authorized Representative

Title

6/12/2024

Date

MEMPHIS LIGHT, GAS AND WATER DIVISION

Timothy Davis

Name (Print)

DocuSigned by:
Timothy Davis
836628044889408

Signature

Vice President Chief Customer Officer

Title

6/12/2024

Date

Prepared by: **Kyle Atkins**

TERMS AND CONDITIONS

(1) Bills shall be rendered monthly by MLGW and shall be due and payable on or before the delinquent date shown on the bill. If any bill is not paid by Customer and becomes delinquent, MLGW may suspend delivering water to Customer until such bill shall have been paid, but the exercise of such right shall be in addition to any and all other remedies otherwise available to MLGW.

(2) The meters and appliances necessary to register the water for this service, shall be furnished and installed by MLGW and shall be and remain the property of MLGW. Customer shall provide suitable protection for MLGW's meters from damage or injury and shall permit no person other than an agent of MLGW, or a person otherwise lawfully authorized, to tamper with, inspect or remove the same. MLGW has the right of permanent unencumbered routes of ingress and egress to operate and maintain the equipment.

The cost of all service piping, and/or other equipment on Customer's premises for the distribution or utilization of the water to be delivered under this contract shall be paid for by Customer.

(3) Customer shall install and maintain at all times, all piping, equipment and other appurtenances located on his premises for use of water contracted for herein, in a condition conforming with the requirements of all ordinances of the City of Memphis thereto appertaining (irrespective of whether Customer is within corporate limits of said city) and will comply with all of MLGW's reasonable rules and regulations.

(4) MLGW will not be responsible for any failure, shortage, or interruption of deliveries of water due to Force Majeure. Force Majeure shall mean act of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrest and restraints of rulers and peoples, civil disturbances, explosions, breakage or accidents to water mains or service lines, the necessity for making repairs or alterations in machinery or mains or service lines or any other cause, whether of the kind herein enumerated or not, not within the control of MLGW, and which, by the exercise of reasonable care, MLGW is unable to prevent or overcome, and whether occurring on MLGW's distributing system or on the pumping system through which the water is supplied to MLGW. When Force Majeure is for a period of seventy-two (72) hours or longer, MLGW will pro-rate any applicable demand charges and/or minimum bills for that part of the billing period in which delivery of water was not affected by Force Majeure.

Customer will not be required to take water, or pay for water not taken, during a period of his inability to take water as a result of Force Majeure as defined in the preceding paragraph and not within the control of the Customer and which, by the exercise of reasonable care, the Customer is unable to prevent or overcome, provided further nothing contained herein shall release Customer from any minimum bill requirement other than those occasioned by the inability of MLGW to deliver; provided further, that when the causes or contingencies cease to be operative, MLGW shall resume delivery and Customer shall resume taking water. When Force Majeure occurs on Customer's system and the shortage or interruption of delivery of water due to Force Majeure is for

a period of seventy-two (72) hours or longer, MLGW will pro-rate any applicable demand charges for that part of the billing period in which delivery of water was not affected by Force Majeure.

(5) Minimum bills shall be determined in accordance with "Minimum Bill" and "Contract Requirements" clauses of rate Schedule W-10 (or said schedule may be lawfully changed).

(6) Without MLGW's consent in writing, Customer's monthly maximum consumption of water, defined as the sum of all metered consumption as registered by the meter numbers listed on Page 1 of this Agreement, shall not exceed 5,213,550 standard cubic feet.

(7) Customer shall contact MLGW in writing immediately when the load requirements of Customer is anticipated to exceed the above agreed upon usage. Any increase in these stated demands could require the construction of additional water facilities to supply the increase load. If such occurs, the cost of these added facilities shall be at the expense of the Customer and in accordance with the current "Water Service Policy Manual". Any repair or maintenance costs incurred by MLGW as a result of the abuse or misuse of MLGW's water facilities, as determined by MLGW, will be at the expense of the Customer.

(8) MLGW will supply water to the Customer at a nominal pressure of approximately 80-110 pounds per square inch pressure when measured at the point(s) of delivery. The service size(s) required to meet the load(s) stated above will be a 1) twelve (12) inch connection with a eight (8) inch meter;

- a 2) _____ inch connection with a _____ inch meter;
- a 3) _____ inch connection with a _____ inch meter;
- a 4) _____ inch connection with a _____ inch meter;
- a 5) _____ inch connection with a _____ inch meter.

(9) This contract is subject to such reasonable rules and regulations as may be prescribed by MLGW from time to time. Rules and regulations are made a part hereof, the same being on file in the office of the Secretary of MLGW and subject to inspection during normal business hours.