

MEMPHIS LIGHT GAS AND WATER DIVISION
General Power Service Agreement
Limited Liability Company,
Limited Liability Partnership
or Limited Partnership

PLEASE TYPE OR PRINT

Account: _____

Limited Liability Company Name

Date of Formation in Tennessee

Name Doing Business In

EIN

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 or Lease Name of Landlord Telephone No.

Immediate Prior Address Suite City State ZIP Code

Prior Service w/ MLGW Yes No
(circle one):
Managing Partner of Member: _____
Managing Partner of Member: _____
Managing Partner of Member: _____

Terms and Conditions

The undersigned(s) hereby makes applications for utility service(s) and agrees to pay for said service(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 obligation. The customer shall pay collections expenses, attorney fees and court costs if payment is delinquent due to fraud, default or failure to perform 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 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, returned checks, stopped payments or credit cards reversals in the previous 24-month period; no active payment plans; no bad debt (debt subject to collection agency assignment) within the previous 84-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 84-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.

Authorized Signature: _____ Date: _____

Authorized Signature: _____ Date: _____

Authorized Signature: _____ Date: _____

**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 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 deposit accordingly.

INDEMNITY BOND: A bond in the amount of the deposit requested will be accepted in lieu of a 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 and 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 of 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 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.

FINANCIAL STATEMENTS: May submit their latest audited financial statements for our review. Pending acceptance, their statements may be substituted for initial cash security deposits required of new customers.

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 an "A" rating with the following conditions: no arrears balance; no delinquent service order generation during the previous 24 month period; no delinquent reconnections during the previous 24 month period; no 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 84 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 with the previous 84 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.

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

MLGW USE ONLY

Customer Number _____

Premise Number _____

Deposit Amount Paid _____

MLGW Employee's signature _____

Date _____

MLGW Employee's id number _____

Remarks _____

ATTACH THE FOLLOWING:

- A. Deed or lease (as applicable)
- B. Printout of Business Information Search from Tennessee Secretary of State

MEMPHIS LIGHT GAS AND WATER DIVISION

Customer: _____

Account Number: _____

Designated Agent(s) – Commercial Customers

The undersigned, a commercial customer of record with Memphis Light, Gas and Water, hereby designates the following person(s) to act as the customer of record's agent(s) with Memphis Light, Gas and Water as regards the specific premises listed next to the name of the agent(s). If the agent is to be authorized to be an agent on all current accounts, under "Premises" insert the phrase "all active MLGW accounts." If the agent is to be the authorized agent on all future accounts, under "Premises" insert the phrase "all future MLGW accounts." The agent(s) is (are) authorized to activate, terminate and modify utility services at said address:

Please provide an identification number or password (maximum of ten digits and/or characters).

AGENT	PREMISES	IDENTIFIER/PASSWORD
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

In the event there are additional service addresses, please complete, sign and notarize additional copies of this form.

The undersigned understands that the agent(s) listed above shall have authority to act for the undersigned until the undersigned notifies MLGW in writing of the termination of this designation.

Name Position / Title

Dated this _____ day of _____, 20____

Sworn to and subscribed before me the _____ day of _____, 20____

Notary Public