

FLORIDA PUBLIC UTILITIES COMPANY

SERVICE CONTRACT

THIS Contract entered into this 14th day of June, 1993 between Florida Public Utilities Company, hereinafter called "Company" and Nassau County Bd. County Commission hereinafter called "Customer".

Customer agrees to buy electric energy from Company and Company agrees to sell electric energy to Customer at:
11 North 14th Street Fernandina Beach, FL under company's Rate Schedule No.
(Street) (City and State)
a copy of which is attached hereto and becomes a part hereof and under the terms and conditions of this Contract for the initial term of year (s) after the commencement of service by Company to Customer and thereafter from year to year until written notice of cancellation shall be given by either party to the other at least 90 days prior to the expiration of the contract year. Service under this Contract shall commence on or about, 19....., or within days of the date that Company has installed the necessary service, meters, and other essential equipment to serve the Customer, whichever is later.

Customer agrees to pay Company in accordance with the above designated rate schedule for all service rendered.

This contract includes Company's rules and regulations except in such terms wherein a contrary intent is herein expressed.

No agent or employee of Company has any power to amend or waive any of the provisions of this Contract or to make any promise or representation contrary to, or inconsistent with, the provisions hereof. This instrument constitutes the entire contract between the parties.

Customer agrees to accept and be bound by all rules and regulations of Company in connection with the service hereby covered, which are now or may hereafter be filed with, issued or promulgated by the Florida Railroad and Public Utilities Commission or other governmental bodies having jurisdiction thereof.

Company and Customer do respectively assume full responsibility and liability for the maintenance and operation of the facilities operated by each; and each shall indemnify and save harmless the other from any and all loss or damage sustained, and from any and all liability including injury to persons and or property, arising from any act or accident in connection with the installation, presence, maintenance and operation of facilities operated by the indemnifying party unless the same shall be due to the sole negligence of the other party, its agents, employees, contractors, guests or invitees.

This Contract shall not be binding upon Company until approved and accepted on its behalf by one of its representatives in the space provided below, and thereafter shall bind and benefit the parties hereto, their successors and assigns.

The rates, terms, and conditions stated in this Contract are subject to change at any time by the Florida Railroad and Public Utilities Commission in the manner prescribed by law. In the event of such change, the new rates, terms, and conditions prescribed by the Commission will apply from the date made effective for the unexpired term of this Contract.

All correspondence and notices required under this Contract are to be addressed to Customer at:

P.O. Box 1010 Fernandina Beach, FL 32035-1010 and to Company at:
(Street) (City and State)

(Street)

(City and State)

Nassau County Board of County Commissioners
(Customer)

By [Signature]
Chairman, Board of County Commissioners

Witness [Signature]

APPROVED AND ACCEPTED BY
FLORIDA PUBLIC UTILITIES COMPANY

By [Signature]

Date 6/24/93