

CLECO POWER LLC

Agreement for Electric Service

To

TOWN OF BOYCE, LOUISIANA

AGREEMENT FOR ELECTRIC SERVICE

This AGREEMENT is by and between CLECO POWER LLC, , (“Company”) a limited liability company organized and existing under the laws of the State of Louisiana and THE TOWN OF BOYCE, LOUISIANA (“Town”).

ARTICLE I

TERM

The term of this Agreement shall be for a period of three (3) years from August 19, 1966 and shall continue thereafter for succeeding periods of three (3) years unless a written notice to the contrary is given by either party to the other at least one (1) year prior to the expiration of the original term or any renewal thereof.

ARTICLE II

POINT OF DELIVERY

Electric service furnished to the Town by the Company hereunder shall be delivered at a mutually agreeable point located immediately adjacent to the eastern corporate limit of the Town of Boyce.

ARTICLE III

CHARACTERISTICS OF SERVICE

Electric service furnished to the Town by the Company hereunder shall be three (3) phase, alternating current, at a nominal voltage of 13,200 volts and at a frequency of 60 cycles per second.

ARTICLE IV

FACILITIES

The Company shall own, install, operate and maintain all facilities necessary to furnish electric service to the Town in the amount of fifteen hundred (1,500) kilowatts, at the point of delivery set forth in Article II hereof. The Town shall own, install, operate and maintain all facilities necessary beyond the point of delivery to distribute and use the electric service furnished by the Company to the Town hereunder.

ARTICLE V

SERVICE OBLIGATIONS

The Company shall supply, on a firm and continuous basis, all electric power and accompanying energy required for resale by the Town through and from the Town's electric distribution system.

The Town shall receive and use electric service supplied by the Company hereunder as the sole source of electric power and accompanying energy supplied to ultimate consumers from and through the Town's electric distribution system.

ARTICLE VI

RATES

The Town agrees to pay monthly for all electric service furnished hereunder in accordance with the provisions of Cleco Power LLC, Rate Schedule FERC No. 1 (including the Fuel Adjustment Clause charge contained therein), incorporated herein by reference; provided, that the Demand for billing purposes shall not be less than seven hundred and fifty (750) kilowatts (KW).

It is understood and agreed, however, that any rate under which the Company furnishes service is subject to change insofar as such change may be legally ordered by the Louisiana Public Service Commission , or other governmental body having jurisdiction in the premises.

Bills for service furnished hereunder shall be rendered monthly by the Company and are payable by the Town within fifteen (15) days thereafter. Should the Town fail to pay a bill within this period, the Company shall have the right, after ten (10) days prior written notice to the Town, to suspend delivery of service without prejudice to any rights hereunder and without liability for any damages.

ARTICLE VII

METERING

All electric service delivered hereunder shall be measured at a point as near as practical to the point of delivery. All metering equipment necessary for the purposes of this agreement shall be furnished, installed and maintained by the Company and shall remain the property of the Company.

In case of question as to the accuracy of the Company's measuring instruments, either party shall have the right at any time, and from time to time, upon giving forty-eight (48) hours notice to the other party to have them tested, and if necessary, recalibrated with both parties represented at the test. If the Company's measuring instruments fail to register at any time during the month, the service delivered during such month shall be estimated upon the basis of the amount of service delivered during the last preceding or next succeeding period of one month under conditions similar to those existing during the month in which said instruments failed to register.

ARTICLE VIII

INTERRUPTIONS OF SERVICE

The Company shall use due diligence in the operation and maintenance of its facilities and equipment so as to carry out its obligations hereunder continuously, but it is distinctly understood and agreed that the Company shall not be liable to the Town for interruptions to service hereunder as the result of injunction, fire, strike, riot, explosion, flood, accident, breakdown, act of God or the public enemy, or other acts or conditions reasonably beyond its control.

ARTICLE IX

LIABILITY

The Town assumes all responsibility on its side of the point of delivery for all power and energy delivered, as well as for all facilities and equipment used in connection therewith, and shall save the Company harmless and indemnified against all claims for injury or damage to persons or property on the Town's side of the point of delivery.

ARTICLE X

FRANCHISES, RIGHTS-OF-WAY, ETC.

It is understood and agreed that the obligations of the Company hereunder are conditioned upon securing and retaining all necessary franchises, rights-of-way, permits, etc. at reasonable costs and without expropriation.

The Company shall have the right to remove its poles, wires, transformers and other structures and equipment from the premises of the City, or intervening property holders, at the termination or cancellation of this Agreement

ARTICLE XI

SUCCESSORS AND ASSIGNS

This agreement shall bind and inure to the benefit of the parties hereto, their successors and assigns, but the Town shall not assign any of its rights under this agreement without obtaining the written consent of the Company.

ARTICLE XII

CANCELLATION

This agreement shall supersede all previous agreements between the Company and the Town relative to the sale and purchase of the electric service provided hereunder.

ARTICLE XIII

EXECUTION

No agreement or representation made by a representative of the Company or the Town, unless reduced to writing or incorporation herein, shall be binding upon either party.