TENNESSEE TECHNOLOGICAL UNIVERSITY
OFFICE OF BUSINESS SERVICES
FACILITIES AND BUSINESS SERVICES BUILDING
P.O. Box 5041, 220 W. 10th St.
Cookeville, TN 38505-0001
Phone (931) 372-3491 Fax (931) 372-3727
www.tntech.edu/purchasing

PURCHASE ORDER

PO NUMBER MUST BE SHOWN ON ALL
INVOICES, PACKAGES AND
CORRESPONDENCE RELATED TO ORDER.

PO Number: P0001004
Issue Date: 03/28/08
Page No: 1
Delivery Date:

Please supply the following items or services in accordance with terms of your quotation, to TENNESSEE TECHNOLOGICAL UNIVERSITY Cookeville, Tennessee. ALL DELIVERY CHARGES ARE TO BE PREPAID AND INCLUDED IN THE PRICES SHOWN UNLESS OTHERWISE INDICATED BELOW. Cash discounts, when authorized, will be computed from the date of delivery or from the date correct invoice is received, whichever is later.

SHIP TO:
220 W 10th St
Facilities
Cookeville TN 38505

SEND INVOICE IN DUPLICATE TO:
Tennessee Technological University
Business Office, Box 5037
Cookeville, Tennessee 38505-0001

TENNESSEE TECHNOLOGICAL UNIVERSITY IS AN EQUAL OPPORTUNITY NON-RACIALLY IDENTIFIABLE, EDUCATIONAL INSTITUTION THAT DOES NOT DISCRIMINATE AGAINST INDIVIDUALS WITH DISABILITIES.

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<tr>
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<th>DESCRIPTION</th>
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<tbody>
<tr>
<td></td>
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<td></td>
<td>Contract - To provide a fixed amount of coal to Tennessee Technological University (hereinafter &quot;University&quot;) to be delivered as requested by the University per the following specifications from April 1, 2008 through July 31, 2008. Deliveries will be authorized on a weekly basis by the University. It is estimated that deliveries shall be as follows: April: 400 tons May: 300 tons June: 300 tons July: 400 tons Total 1,400 tons</td>
</tr>
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</table>

TOTAL: CONTINUED

The terms and conditions printed on the reverse side of this purchase order and any duly authorized change orders shall be the sole terms and conditions that apply to this purchase and shall prevail over any subsequent terms and conditions set forth by the Vendor on invoices or in any other manner, unless otherwise expressly agreed to in writing by the University.

ACCOUNTING INFORMATION:
Please supply the following items or services in accordance with terms of your quotation, to TENNESSEE TECHNOLOGICAL UNIVERSITY Cookeville, Tennessee. ALL DELIVERY CHARGES ARE TO BE PREPAID AND INCLUDED IN THE PRICES SHOWN UNLESS OTHERWISE INDICATED BELOW. Cash discounts, when authorized, will be computed from the date of delivery or from the date correct invoice is received, whichever is later.

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<td></td>
<td>All shipments are to be invoiced upon delivery. Specifications: Coal Analysis as Received Basis</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Size: 1 1/2&quot; x 1/4&quot; less than 5% fines</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>Moisture: Less than 8%</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Volatile: 35 I 5</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Fixed Carbon: 55 I 5</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Ash: Greater than 6% and Less than 8%</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>Sulfur: Less than 1.0%</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>Free Swelling Index: Less than 4</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>BTU/lb: Greater than 12,500</td>
</tr>
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<td></td>
<td>Contractor supplied certifications of coal sulfur content and a screening analysis must be supplied for each individual coal shipment. In lieu of individual certifications, two (2)</td>
</tr>
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**SHIP TO:**

| 220 W 10th St Facilities Cookeville TN 38505 |

**BILLING**

Tennessee Technological University Business Office, Box 5037 Cookeville, Tennessee 38505-0001

TENNESSEE TECHNOLOGICAL UNIVERSITY IS AN EQUAL OPPORTUNITY, NON-RACIALLY IDENTIFIABLE, EDUCATIONAL INSTITUTION THAT DOES NOT DISCRIMINATE AGAINST INDIVIDUALS WITH DISABILITIES.

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<td>analyses each month may be submitted if accompanied by a signed statement certifying the analyses are representative of the coal supplied that month. Each certification shall include the following information:</td>
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<td></td>
<td></td>
<td></td>
<td>1. The date(s) that the sample was collected.</td>
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<td></td>
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<td></td>
<td>2. The date(s) analysis was performed.</td>
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<td></td>
<td>3. The company that performed the analysis.</td>
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<td></td>
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<td>4. The analytical techniques or methods used.</td>
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<td>5. The analysis results.</td>
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**PRICING:**

Type 1: All fusibility of ash greater than 2500 F

- Price per ton: $132.50/ton
- Price per million BTU: $4.601

**TOTAL:**

CONTINUED

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**ACCOUNTING INFORMATION:**

AUTHORIZED SIGNATURE: [Signature]
FOR TENNESSEE TECHNOLOGICAL UNIVERSITY
Please supply the following items or services in accordance with terms of your quotation, to TENNESSEE TECHNOLOGICAL UNIVERSITY Cookeville, Tennessee. ALL DELIVERY CHARGES ARE TO BE PREPAID AND INCLUDED IN THE PRICES SHOWN UNLESS OTHERWISE INDICATED BELOW. Cash discounts, when authorized, will be computed from the date of delivery or from the date correct invoice is received, whichever is later.

**SHIP TO:**

| 220 W 10th St |
| Facilities |
| Cookeville TN 38505 |

**BILLING**

| Tennessee Technological University |
| Business Office, Box 5037 |
| Cookeville, Tennessee 38505-0001 |

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<td></td>
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<td>State: KY</td>
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<td></td>
<td></td>
<td>Mine: Bledsoe</td>
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<td></td>
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<td></td>
<td>Type II: All fusibility of ash greater than 2600 F</td>
<td>$132.50/ton*</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>Price per ton:</td>
<td>$132.50/ton*</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>Price per million BTU:</td>
<td>$4.801</td>
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<td></td>
<td>State: KY</td>
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<td></td>
<td>Mine: Bledsoe</td>
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<td></td>
<td></td>
<td></td>
<td>Type III: All fusibility of ash greater than 2700F</td>
<td>$132.50</td>
<td></td>
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<td></td>
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<td></td>
<td>Price per ton:</td>
<td>$132.50</td>
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<td></td>
<td></td>
<td></td>
<td>Price per million BTU:</td>
<td>$4.801</td>
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<td>State: KY</td>
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<td></td>
<td>Mine: Bledsoe</td>
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*Price to be firm for contract period.

**TOTAL:**

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**AUTHORIZED SIGNATURE:**

FOR TENNESSEE TECHNOLOGICAL UNIVERSITY
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<td>The University wishes to purchase coal based upon the specifications listed.</td>
</tr>
</tbody>
</table>

**SEND INVOICE IN DUPLICATE TO:**

Tennessee Technological University
Business Office, Box 5037
Cookeville, Tennessee 38505-0001

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ACCOUNTING INFORMATION:

AUTHORIZED SIGNATURE: [Signature]
FOR TENNESSEE TECHNOLOGICAL UNIVERSITY
TOTAL: continued

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Other Considerations:

[Text about other considerations]

Send Invoice in Duplicate To:

COOPERVILLE, TN 38505
Tennessee Technological University
Business Office, Box 5031

Lo: T0:

Cooperville, TN 38505
Facilities
220 W. 10th St.

Tennessee Technological University

Purchasing Order

[Additional text related to purchasing order and invoices]

TENNESSEE TECHNOLOGICAL UNIVERSITY

Signature
Authorized

[Signature and authorization details]

Page 0001004

Issued: 08/20/03

Tennessee Technological University

Purchasing Department
TENNESSEE TECHNOLOGICAL UNIVERSITY
OFFICE OF BUSINESS SERVICES
FACILITIES AND BUSINESS SERVICES BUILDING
P.O. Box 5041, 220 W. 10th St.
Cookeville, TN 38505-0001
Phone (931) 372-3491 Fax (931) 372-3727
www.tntech.edu/purchasing

ISSUED                  TO:
Pincelli & Associates Inc
PO Box 1055
Hixson TN 37343-1055

PO Number: P0001004
Issue Date: 03/28/08
Page No: 7

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Business Office, Box 5037
Cookeville, Tennessee 38505-0001

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Non-Discrimination. The parties agree to comply with Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Executive Order 11,246, American Disabilities Act of 1990 and the related regulations to each. Each party assures that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability,

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ACCOUNTING INFORMATION:

AUTHORIZED SIGNATURE:

FOR TENNESSEE TECHNOLOGICAL UNIVERSITY
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<td>veteran status or national origin. The parties also agree to take affirmative action to ensure that applicants are employed and that employees are treated during their employment without regard to their race, religion, creed, color, sex, age, disability, veteran status or national origin. Such demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection available to employees and applicants for employment. Liability. The Contractor, being an independent contractor and not an employee of the University, agrees to hold harmless the University from any and all liability not specifically provided for in</td>
<td></td>
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**TOTAL:**

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**ACCOUNTING INFORMATION:**

**AUTHORIZED SIGNATURE:**
TENNESSEE TECHNOLOGICAL UNIVERSITY
OFFICE OF BUSINESS SERVICES
FACILITIES AND BUSINESS SERVICES BUILDING
P.O. Box 5041, 220 W. 10th St.
Cookeville, TN 38505-0001
Phone (931) 372-3491 Fax (931) 372-3727
www.tntech.edu/purchasing

PURCHASE ORDER

TP1501004

PO Number: P001004
Issue Date: 03/28/08
Page No: 9

Send invoice in duplicate to:
Tennessee Technological University
Business Office, Box 5037
Cookeville, Tennessee 38505-0001

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<td>this purchase order.</td>
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<td></td>
<td>During the term of this contract, Contractor and any subcontractor(s) shall provide current proof of insurance, naming the University as additional insured as appropriate and including the following coverages:</td>
<td></td>
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<td>Workmen’s compensation as required by statute: General liability insurance, with minimum combined single limit of bodily injury and property damage of $1,000,000; Automobile liability insurance (minimum limits: $300,000 per occurrence, bodily injury and property damage combined).</td>
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Accounting Information:

Authorized Signature: ________________________________
For Tennessee Technological University
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**SHIP TO:**
220 W 10th St
Facilities
Cookeville TN 38505

**SEND INVOICE IN DUPLICATE TO:**
Tennessee Technological University
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Cookeville, Tennessee 38505-0001

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<td>Early Termination. This purchase order may be terminated by either party by giving written notice to the other, at least thirty (30) days before the effective date of termination. In that event, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory authorized work completed as of the termination date.</td>
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<td>Termination Due to Lack of Funds. The University reserves the right to cancel this purchase order at June 30 of any year covered by this purchase order including any renewals thereof, if sufficient funding is not available from state and/or federal funds.</td>
</tr>
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**ACCOUNTING INFORMATION:**

**AUTHORIZED SIGNATURE:**

FOR TENNESSEE TECHNOLOGICAL UNIVERSITY
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<td>Termination for Cause. If the Contractor fails to fulfill in a timely and proper manner its obligations under this purchase order, or if the Contractor shall violate any of the terms of this purchase order, the University shall have the right to immediately terminate this purchase order and withhold payments in excess of fair compensation for work completed. Notwithstanding the above, the Contractor shall not be relieved of liability to the University for damages sustained by virtue of any breach of this purchase order by the Contractor. Amendment. This purchase order may only be modified by written amendment executed by all parties hereto.</td>
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ACCOUNTING INFORMATION:

AUTHORIZED SIGNATURE: ____________________________
FOR TENNESSEE TECHNOLOGICAL UNIVERSITY
TO: PO Box 1055
Hixson TN 37343-1055

PURCHASE ORDER

PO Number: P0001004
Issue Date: 03/28/08
Page No: 12

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Facilities
Cookeville TN 38505

SEND INVOICE IN DUPLICATE TO:

Tennessee Technological University
Business Office, Box 5037
Cookeville, Tennessee 38505-0001

Audit. The Contractor shall maintain documentation for all charges against the University under this purchase order. The books, records and documents of the Contractor, insofar as they relate to work performed or money received under this purchase order, shall be maintained for a period of three (3) full years from the date of the final payment, and shall be subject to audit, at any reasonable time and upon notice, by the University or the Comptroller of the Treasury, or their duly appointed representatives.

Assignment. The Contractor shall not assign this purchase order or enter into sub-contracts for any of the work described herein without obtaining the

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ACCOUNTING INFORMATION:

AUTHORIZED SIGNATURE:

FOR TENNESSEE TECHNOLOGICAL UNIVERSITY
ISSUED TO: Pincelli & Associates Inc  
PO Box 1055  
Hixson TN 37343-1055

Please supply the following items or services in accordance with terms of your quotation, to TENNESSEE TECHNOLOGICAL UNIVERSITY Cookeville, Tennessee. ALL DELIVERY CHARGES ARE TO BE PREPAID AND INCLUDED IN THE PRICES SHOWN UNLESS OTHERWISE INDICATED BELOW. Cash discounts, when authorized, will be computed from the date of delivery or from the date correct invoice is received, whichever is later.

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<td>prior written approval of the University or Tennessee Board of Regents, as appropriate. Approval shall not be given if the proposed subcontractor was or is currently ineligible to bid on the purchase order. The Contractor may elect to extend the terms, conditions and pricing of this contract to other institution(s) within the Tennessee Board of Regents and/or University of Tennessee systems at the discretion of the Contractor. Governing Law. This purchase order shall be construed in accordance with the laws and Constitution of the State of Tennessee.</td>
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TOTAL: CONTINUED

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AUTHORIZED SIGNATURE: FOR TENNESSEE TECHNOLOGICAL UNIVERSITY
Please supply the following items or services in accordance with terms of your quotation, to TENNESSEE TECHNOLOGICAL UNIVERSITY Cookeville, Tennessee. All delivery charges are to be prepaid and included in the prices shown unless otherwise indicated below. Cash discounts, when authorized, will be computed from the date of delivery or from the date correct invoice is received, whichever is later.

The Minimum General Bid Conditions included with the Request for Quotations shall, by reference, be incorporated as an integral part of this contract.

Deliveries are to be made on orders as specified by Tennessee Technological University. At the time of delivery an itemized invoice, referencing contract number P0001004, in duplicate is to be mailed to the Business Office (Box 5037) and a carbon copy or delivery ticket is to be given to the person accepting delivery.

<table>
<thead>
<tr>
<th>ITEM</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>DESCRIPTION</th>
<th>UNIT PRICE</th>
<th>EXTENSION</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1,400.00</td>
<td>TON</td>
<td>Delivery of Coal</td>
<td>132.5000</td>
<td>185,500.00</td>
</tr>
</tbody>
</table>

TOTAL: 185,500.00

The terms and conditions printed on the reverse side of this purchase order and any duly authorized change orders shall be the sole terms and conditions that apply to this purchase and shall prevail over any subsequent terms and conditions set forth by the Vendor on invoices or in any other manner, unless otherwise expressly agreed to in writing by the University.

ACCOUNTING INFORMATION:

AUTHORIZED SIGNATURE: 
FOR TENNESSEE TECHNOLOGICAL UNIVERSITY