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: P0003218
Issue Date: 06/23/09
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

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.

<table>
<thead>
<tr>
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<th>DESCRIPTION</th>
<th>UNIT PRICE</th>
<th>EXTENSION</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>CONTRACT - To provide the following to Tennessee Technological University from August 6, 2009, through August 5, 2010, with the option to renew up to three (3) additional years with mutual consent of the parties.</td>
<td></td>
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</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Terms and conditions shall be as those of TTU Purchase Order P0001988. This Purchase Order, P0003218, shall replace Purchase Order P0001988.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>For information contact: Larry Wheaton / Facilities (931) 372-3589 / <a href="mailto:LWheaton@tntech.edu">LWheaton@tntech.edu</a></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Attn Accounts Payable: This is a renewal.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

TOTAL: CONTINUED

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AUTHORIZED SIGNATURE: [Signature]
FOR TENNESSEE TECHNOLOGICAL UNIVERSITY

ACCOUNTING INFORMATION:
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</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>960,000.00</td>
<td>LOT</td>
<td>Coal (Option 1) including delivery costs</td>
</tr>
</tbody>
</table>

NOTE: The yearly usages listed are an approximate estimate based upon historical usage and do not represent a commitment to purchase. The University reserves the right to purchase more or less at its sole discretion in order to best serve the needs of the University.

The University wishes to purchase coal based upon the specifications listed.

<table>
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<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Yearly Usage: Approximately 4,000 tons</td>
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<td></td>
<td></td>
<td></td>
<td>Specifications: Coal Analysis as Received Basis</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>Size: 1 1/4&quot; x 1/4&quot; Less than 5% fines</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>Moisture: Less than 8%</td>
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<td></td>
<td></td>
<td></td>
<td>Volatile: 35 I 5</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>Fixed Carbon: 55 I 5</td>
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<td></td>
<td></td>
<td></td>
<td>Ash: Less than 6%</td>
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<td>Sulfur: Less than 1.0%</td>
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<td></td>
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<td>Free Swelling Index: Less than 4</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>BTU/LB: Greater than 12,500</td>
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<tr>
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<td></td>
<td></td>
<td>Contractor supplied certifications of coal sulfur content and a screening analysis must be supplied</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

TOTAL: CONTINUED

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AUTHORIZED SIGNATURE:  
FOR TENNESSEE TECHNOLOGICAL UNIVERSITY
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<tr>
<td></td>
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<td>for each individual coal shipment. In lieu of individual certifications, two (2) 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>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>1. The date(s) that the sample was collected.</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>
<td>4. The analytical techniques or methods used.</td>
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<td></td>
<td>5. The analysis results.</td>
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<tr>
<td></td>
<td></td>
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<td>PRICING: The coal cost shall be based on the</td>
</tr>
</tbody>
</table>

TOTAL: CONTINUED

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weekly NYMEX Report for Central Appalachian
Coal Futures data for the shipping date of each
weigh ticket. This index is listed at:
http://www.eia.doe.gov/fuelcoal.html, the Energy
Information Administration website. Each invoice
shall include a printed copy of the page
http://www.eia.doe.gov/cneaf/coal/page/nymex/nymex
chart.pdf along with the CURRENT DATA for that
month. If the NYMEX price is not available on the
shipment date, the last prior available NYMEX
price shall be used. In addition to the coal
NYMEX multiplier, cost per ton for delivery is
listed.

Delivery prices are to be guaranteed for a period
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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of three (3) months. At the end of the 3-month period, prices may be reviewed and, if necessary, adjusted. Any proposed price increase shall be requested in writing by the Contractor, and is subject to the approval of the University. Any request for a price increase or surcharge resulting from fuel prices, etc. must be accompanied by proof of a price increase from the supplier or proof of surcharge being charged to Contractor in the event of a fuel surcharge, etc.

Any increase and/or surcharge(s) shall be allowable only to the extent increase/surcharge is experienced by the Contractor. Upon refusal

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ACCOUNTING INFORMATION:

**AUTHORIZED SIGNATURE:**

FOR TENNESSEE TECHNOLOGICAL UNIVERSITY
TENNESSEE TECHNOLOGICAL UNIVERSITY
OFFICE OF BUSINESS SERVICES
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P.O. Box 5041, 220 W. 10th St.
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PURCHASE ORDER

PO Number:  P0003218
Issue Date:  06/23/09
Page No:  7
Delivery Date:

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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

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<tbody>
<tr>
<td></td>
<td></td>
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<td>of a price increase and/or surcharge by the University, the University may elect to rebid the contract at that time, or Contractor may choose to continue contract without additional charge(s) being assessed.</td>
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<td></td>
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<td></td>
<td>TYPE 1: All fusibility of ash greater than 2500 F</td>
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<td></td>
<td></td>
<td>NYMEX cost multiplier 1.8</td>
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<td></td>
<td></td>
<td></td>
<td>Minimum BTU/LB: 13,500</td>
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<td></td>
<td></td>
<td></td>
<td>Delivery Cost: $40.00 / ton</td>
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<td></td>
<td></td>
<td></td>
<td>State: Kentucky</td>
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<td></td>
<td></td>
<td></td>
<td>Mine: Appalachia</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>TYPE II: All fusibility of ash greater than 2600 F</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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ACCOUNTING INFORMATION:

AUTHORIZED SIGNATURE:  
FOR TENNESSEE TECHNOLOGICAL UNIVERSITY
Purchased by: 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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<tbody>
<tr>
<td>NYMEX cost multiplier: 1.8</td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>
Minimum BTU/LB: 13,500 |
Delivery Cost: $40.00 / ton |
State: Kentucky |
Mine: Appalachia |

TYPE III: All fusibility of ash greater than 2700 F

NYMEX cost multiplier: 1.8 |
Minimum BTU/LB: 13,500 |
Delivery Cost: $40.00 / ton |
State: Kentucky |
Mine: Appalachia |

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Phone (931) 372-3491 Fax (931) 372-3727
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ISSUED TO: Pincelli & Associates Inc
PO Box 1055
Hixson TN 37343-1055

PO Number: P0003218
Issue Date: 06/23/09
Page No: 9
Delivery Date:

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</thead>
<tbody>
<tr>
<td>2</td>
<td>480,000.00</td>
<td>LOT</td>
<td>Coal (Option 2), including delivery costs Yearly Usage: Approximately 2,000 tons SPECIFICATIONS: Coal Analysis As Received Basis Size: 1 1/4&quot; x 1/4&quot; less than 5% fines Moisture: Less than 8% Volatile: 35 I 5 Fixed Carbon: 55 I 5 Ash: Less than 8% Sulfur: Less than 1.0% Free Swelling Index: Less than 4</td>
<td></td>
<td></td>
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1.0000 | 480,000.00 |

TOTAL: CONTINUED

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PO Number: P0003218  
Issue Date: 06/23/09  
Page No: 10

PO: 220 W 10th Street  
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Cookeville TN 38505

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### ITEM | QUANTITY | UNIT | DESCRIPTION | UNIT PRICE | EXTENSION
--- | --- | --- | --- | --- | ---

BTU/LB: Greater than 12,500

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) 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:

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2. The dates(s) analysis was performed.
3. The company that performed the analysis.

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</tr>
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<tbody>
<tr>
<td>Cookeville TN 38505</td>
<td></td>
</tr>
</tbody>
</table>

**BILLING**

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</tr>
</thead>
<tbody>
<tr>
<td>Business Office, Box 5037</td>
</tr>
<tr>
<td>Cookeville, Tennessee 38505-0001</td>
</tr>
</tbody>
</table>

**4. The analytical techniques or methods used.**

**5. The analysis results.**

**PRICING:**

**TYPE I:** All fusibility of ash greater than 2500 F

NYMEX cost multiplier: 1.8

Minimum STU/LB: 13,500

Delivery Cost: $40.00 / ton

State: Kentucky

Mine: Appalachia

**TYPE II:** All fusibility of ash greater than 2600 F

**TOTAL:**

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| Facilities |
| Cookeville TN 38505 |

**BILLING**

Tennessee Technological University
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**TOTAL:**

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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: P0003218
Issue Date: 06/23/09
Page No: 13
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.

<table>
<thead>
<tr>
<th>ITEM</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>DESCRIPTION</th>
<th>UNIT PRICE</th>
<th>EXTENSION</th>
</tr>
</thead>
</table>

PENALTIES:

The University’s quality control program will take random coal samples to be analyzed by an independent laboratory. First test non-compliant for any specification will result in a 10% deduction in the next load’s invoice. Continued failures will result in a 20% invoice deduction. The boiler plant supervisor will have the sole authority to reject any load of coal and ship it back at the Contractor’s expense.

To minimize storm water runoff, coal will be delivered directly into the hopper. Coal will be delivered between sunrise and sunset on a

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.

AUTHORIZED
SIGNATURE: ____________
FOR TENNESSEE TECHNOLOGICAL UNIVERSITY

ACCOUNTING INFORMATION:

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

PO Number:  P0003218
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            PO Box 1055
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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

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<td>schedule which will be agreed to each week by the University and Contractor. Failure to deliver on the agreed schedule will result in a 10% deduction in the next load’s invoice. Continued failures will result in a 20% invoice deduction.</td>
<td>.00</td>
<td></td>
</tr>
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DISCOUNT:  .00

TOTAL:  1,440,000.00

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AUTHORIZED SIGNATURE:  [Signature]
FOR TENNESSEE TECHNOLOGICAL UNIVERSITY

ACCOUNTING INFORMATION: