

EXECUTION COPY

SERVICE AGREEMENT

(Applicable only to Nashville Thermal Transfer
Corporation customers of record as of July 1, 2001)

Dated as of June 14, 2002

Between

501 Union Owners Association

and

**THE METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY**

SERVICE AGREEMENT

THIS SERVICE AGREEMENT (the "Agreement") is dated as of June 14, 2002, by and between The Metropolitan Government of Nashville and Davidson County, acting solely as the provider of services under this Agreement ("Supplier"), and 501 Union Owners Association ("Customer") for the building(s) commonly known as 501 Union Building as described in detail in Annex D hereof (the "Premises").

RECITALS:

A. The capitalized terms in this Agreement set forth in Annex A hereto shall have the meanings specified therein;

B. The Supplier owns and, commencing on the Transition Date (as defined in Annex A), will operate a district heating and cooling system located in downtown Nashville, Tennessee;

C. The Customer currently has a contract with Nashville Thermal Transfer Corporation and desires to cancel all rights to that agreement and continue without interruption the purchase from the Supplier and the Supplier desires to provide to the Customer steam and/or chilled water ("Services") to heat and/or cool space within the Premises, on the terms and subject to the conditions set forth herein;

THEREFORE, the Supplier and the Customer agree as follows:

ARTICLE XI

GENERAL PROVISIONS

Section 11.1. Notices. All notices or other communications required or permitted hereunder will be in writing and will be deemed given or delivered (i) the day delivered when delivered personally, (ii) 3 days after mailing when sent by registered or certified mail or by private courier and (iii) 1 day after sending when sent by courier via commercial overnight delivery service, addressed as follows:

If to the Supplier, to:

The Metropolitan Government of Nashville and Davidson County
Department of Finance and General Services
106 Metropolitan Courthouse
Nashville, Tennessee 37201
Attn: Director of Finance

With a copy to:

Director of Law
204 Metropolitan Courthouse
Nashville, TN 37201

If to the Customer, to:

Keene Bartley, Attorney
Schulman, LeRoy and Bennett
501 Union Street, Suite 701
Nashville, TN 37219

or to such other address as such party may indicate by a notice delivered to the other party hereto.

A copy of all notices shall be sent simultaneously to the System Operator at:

Constellation Energy Source, Inc.
7133 Rutherford Road
Suite 1401
Baltimore, MD 21244
Attn: President

THE METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY,
acting solely as Supplier under this Agreement:

Michael D. Bradley
Director of General Services

RECOMMENDED:

Department of Finance
David P. Murray
Department: Director of Finance

APPROVED AS TO AVAILABILITY OF
FUNDS:

David P. Murray
Director of Finance

APPROVED AS TO INSURANCE:

Joe Chnard
Director of Insurance

APPROVED AS TO REAL PROPERTY

Ken Maynard
Director of Public Property

APPROVED AS TO FORM AND LEGALITY:

Ann Y. Liu
Metropolitan Attorney

FILED IN THE OFFICE OF THE
METROPOLITAN CLERK:

Marilyn B. Swing
Date: *6/10/02*

Stephen B. Funn *6/14/02*
Purchasing Agent

CUSTOMER

501 Union Owners Association

By: *Keene W. Bailey*

Title: *President*

Sworn to and subscribed to before me, a
Notary Public, this *23rd*
day of *May*, 2002, by
Keene W. Bailey, the
President of

Customer and duly authorized to execute this
instrument on Customer's behalf.

Anne D. Smith
Notary Public

My Commission Expires *7-24-04*

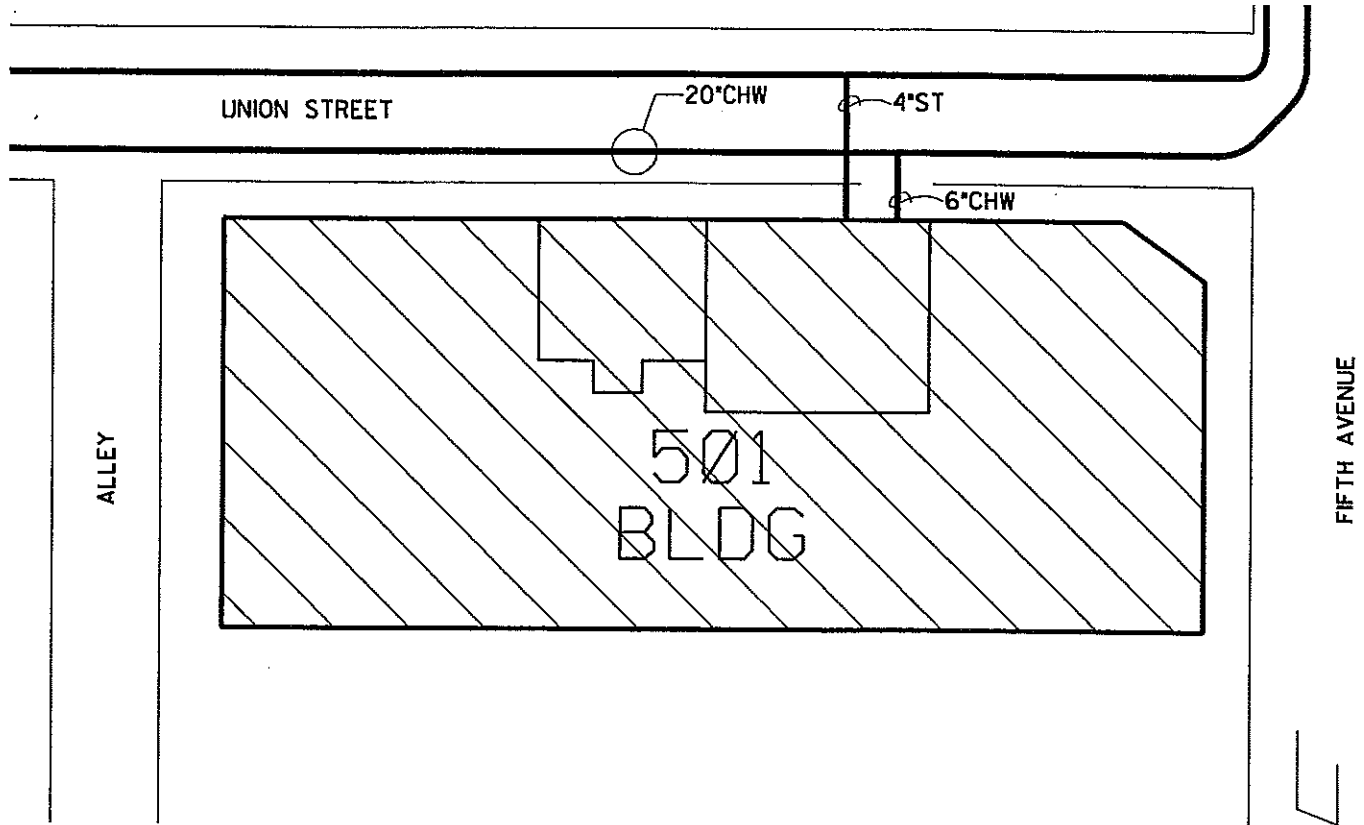
ANNEX B**Services Provided per this Agreement**

If the Contract Capacity is listed as zero, these services are not supplied to the Customer and are not Services within the meaning of this Agreement.

Service Provided	Steam	Chilled Water
Contract Capacity	2,500 lbs. per hour	175 Tons

Customer Chilled Water Return Temperature = 54.0°F.

Customer's Allocation of EDS Maintenance Costs = \$2,100.00



501 BUILDING
 501 UNION AVENUE
 DES DISTRIBUTION CONNECTION

Ref: Dwg. 2040501b.DGN

501 BUILDING
DES DISTRIBUTION CONNECTION

Sketch No

NASHVILLE

TENNESSEE

J.C. Thomasson Associates, Inc.

Job No.
202040

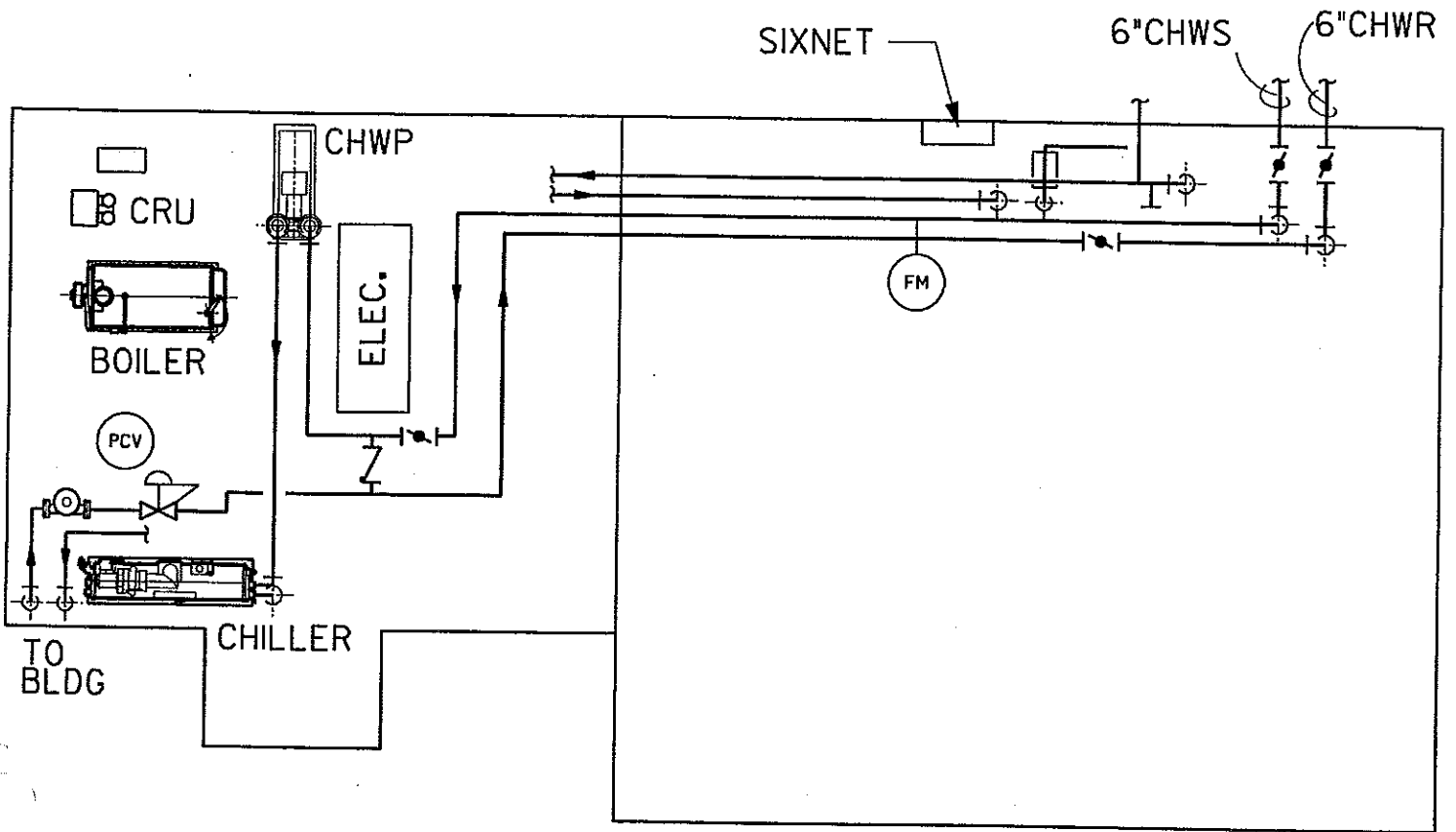
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Date
03/01/02

SK-1

NASHVILLE

TENNESSEE



501 BUILDING

MECHANICAL ROOM - BASEMENT

Ref: Dwg. 2040501b.DGN

**501 BUILDING
DES DISTRIBUTION CONNECTION**

Sketch No

NASHVILLE

TENNESSEE

Thomasson Associates, Inc.

Job No.
202040

Scale
1/8"=1'-0"

Date
03/01/02

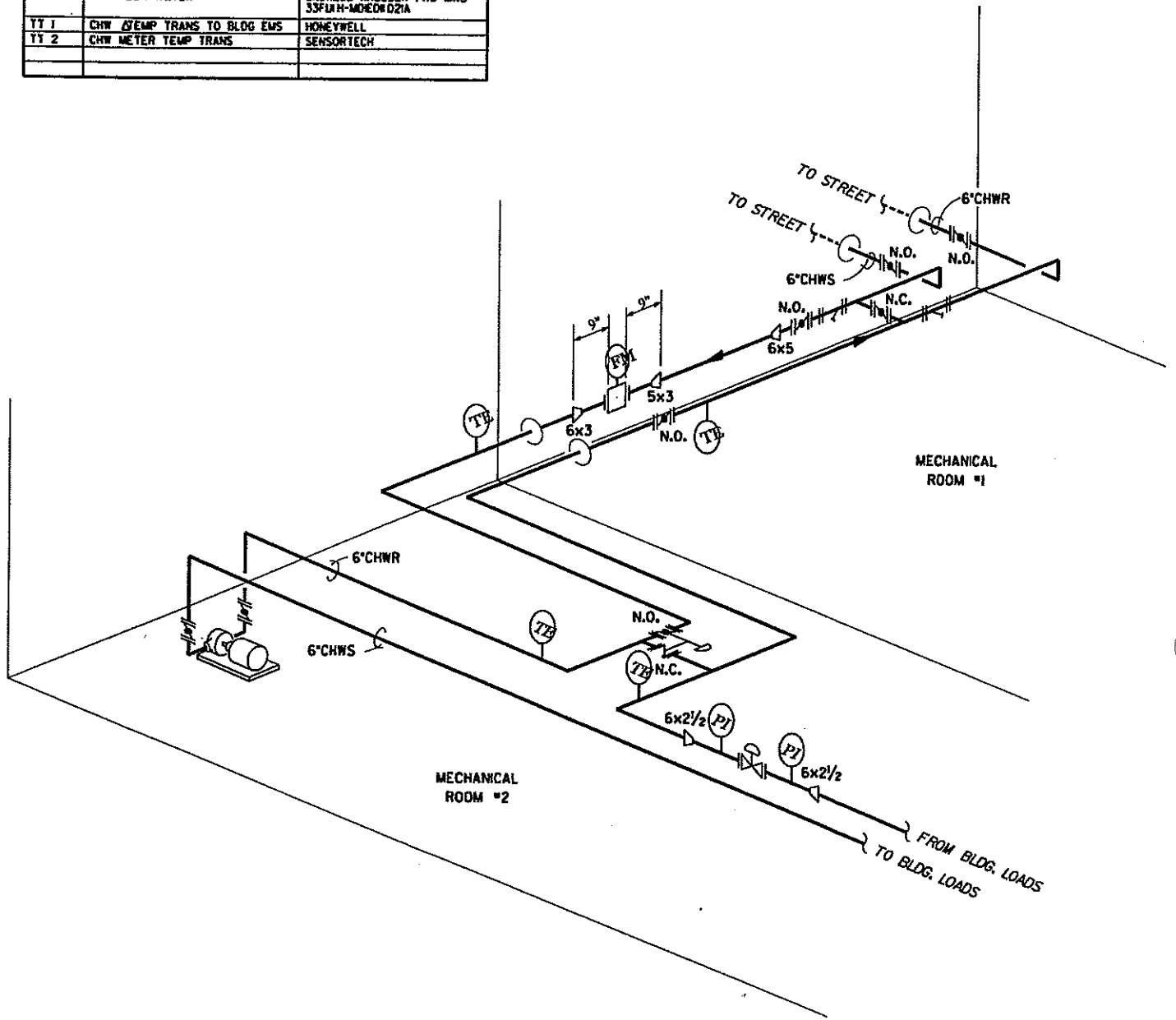
SK-2

NASHVILLE

TENNESSEE

SCHEDULE

TAG	DESCRIPTION	MAKE/MODEL
ICV 1	CHW TEMP CONTR VALVE	SENSORTECH (NOT OPERABLE)
PCV	2.5" PRESS CONTROL VALVE	ELECTRIC
FM	CHW FLOW METER	ENDRESS HAUSSER PRO MAG 33FLH-MDEDW D2IA
TT 1	CHW TEMP TRANS TO BLDG EMS	HONEYWELL
TT 2	CHW METER TEMP TRANS	SENSORTECH



501 BUILDING

DES CHILLED WATER CONNECTION

Ref: Dwg. 2040501b.DGN

**501 BUILDING
DES DISTRIBUTION CONNECTION**

Sketch No

NASHVILLE

TENNESSEE

J.C. Thomasson Associates, Inc.

Job No.
202040

Scale
NONE

Date
03/01/02

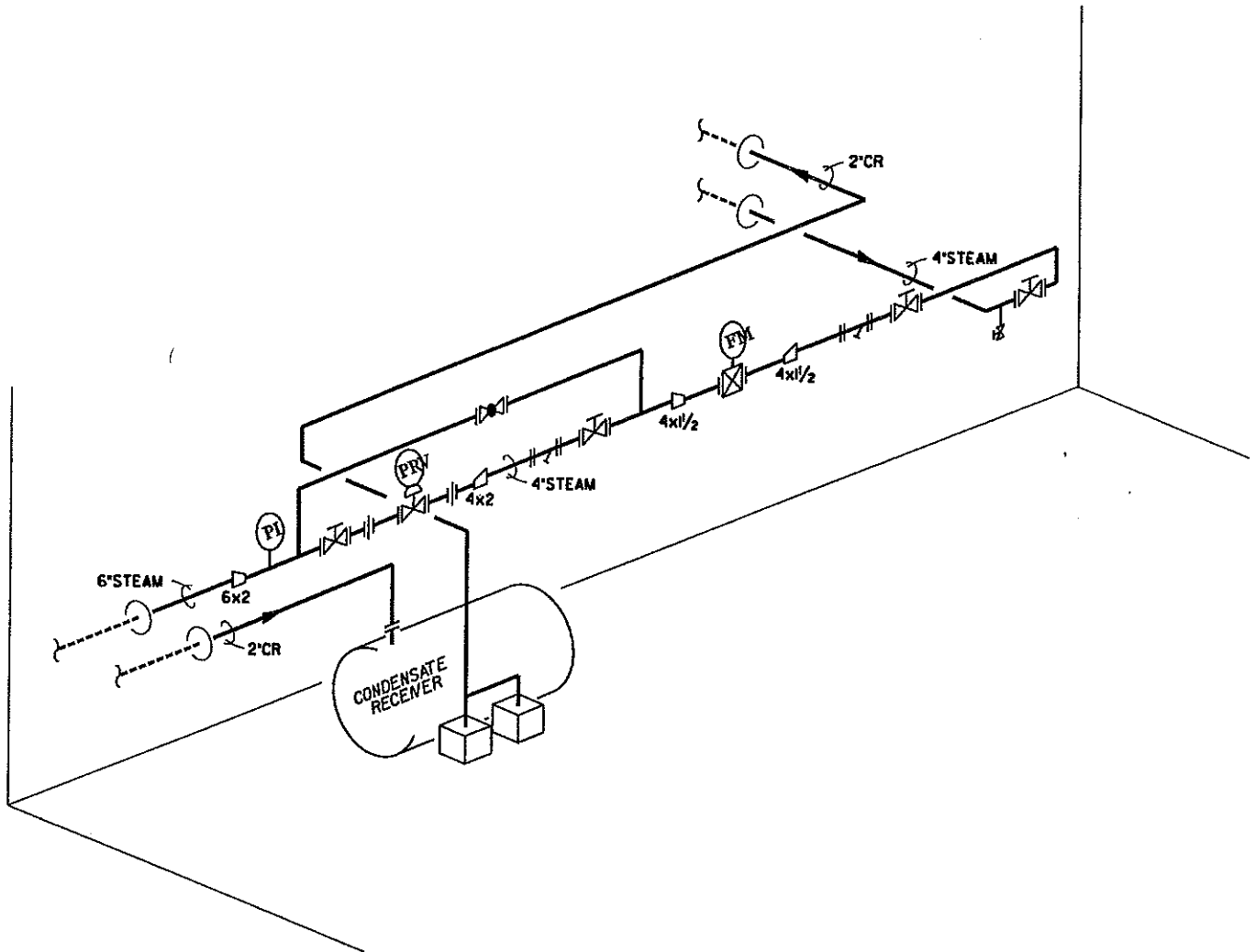
SK-3

NASHVILLE

TENNESSEE

SCHEDULE

TAG	DESCRIPTION	MAKE/MODEL	CUSTOMER
TCV 1	CHW TEMP CONTR VALVE-LINKAGE BROKEN		CONV CENTER
TCV 2	CHW TEMP CONTR VALVE	KEYSTONE	LOWER HOTEL
TCV 3	CHW TEMP CONTR VALVE	BRAY	UPPER HOTEL
TCV 4	CHW TEMP CONTR VALVE-CLOSED	ELECTRIC	OFFICE
FM 1	CHW FLOW METER	DANIEL	CONV CENTER
TY 1	CHW ΔT TEMP TRANS		CONV CENTER
TY 2	CHW METER TEMP TRANS		CONV CENTER
TY 3	CHW ΔT TEMP TRANS		UPPER HOTEL



501 BUILDING

DES STEAM CONNECTION

Ref: Dwg. 2040501b.DGN

**501 BUILDING
DES DISTRIBUTION CONNECTION**

Sketch No

NASHVILLE

TENNESSEE

J.C. Thomasson Associates, Inc.

Job No.
202040

Scale
NONE

Date
03/01/02

SK-4

NASHVILLE

TENNESSEE

