
ELECTRIC SERVICE SCHEDULE NO. 31 - Continued

TOTAL CONTRACT POWER, SUPPLEMENTARY CONTRACT POWER, AND BACKUP CONTRACT POWER: The Customer shall contract for Total Contract Power. This is the sum of Supplementary Contract Power and Backup Contract Power. The Customer may elect to increase Total Contract Power by increasing Supplementary Contract Power and/or Backup Contract Power prospectively at any time, provided there are facilities of adequate capacity, by providing notice to the Company. The Customer may elect to increase Total Contract Power by increasing Supplementary Contract Power and/or Backup Contract Power retroactively to the most recently completed Billing Period, provided there are facilities of adequate capacity, by providing notice to the Company by the statement due date of the Billing Period. The Supplementary Contract Power may be reduced for a continuous period of each year provided that at least 12 month's written notice has been provided to the Company or as specified in contract. Only one request to reduce Supplementary Contract Power may be outstanding for each account. Customer may reduce Backup Contract Power by providing written notice to the Company no less than six months in advance of the effective date of the desired reduction, provided, only one such request may be made in any 12-month period. Within 15 days of receipt of a timely written request by Customer, the Company shall advise Customer of the terms upon which the Company would accept a reduction in contract power. A period of reduction shall commence at the beginning of a billing cycle and terminate at the end of a billing cycle.

DISTRIBUTION AND TRANSMISSION PLANT: The Company shall be under no obligation to install distribution or transmission plant in excess of that necessary to meet the Total Contract Power. In the event that the capacity of the local facilities is or will be limited, the Company may at its sole discretion install load limiting devices in cases where the Customer's Load exceeds the Total Contract Power. Customer shall reimburse the Company at full replacement cost for any damage to Company equipment that results from Measured Powers in excess of the Total Contract Power regardless of whether the Company has or has not installed load control devices.

FORCE MAJEURE: The Company shall not be subject to any liability or damages for inability to provide service, and the Customer shall not be subject to any liability or damage for such inability to receive service, to the extent that such inability shall be due to causes beyond the control of the party seeking to invoke this provision, including, but not limited to, the following: (a) the operation and effect of any rules, regulations and orders promulgated by any Commission, municipality, or governmental agency of the United States, or subdivision thereof; (b) restraining order, injunction, or similar decree of any court; (c) war; (d) flood; (e) earthquake; (f) act of God; (g) sabotage; or (h) strikes or boycotts. Should any of the foregoing occur, the facilities charge shall be applied to only such Backup Contract Power as the Company is able to supply and the Customer is able to receive. The Customer will have no liability for full service until such time as the Customer is able to resume such service, except for any term minimum guarantees designed to cover special facilities extension costs, if any. The party claiming Force Majeure under this provision shall make every reasonable attempt to remedy the cause thereof as diligently and expeditiously as possible.

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