



UTAH POWER & LIGHT COMPANY
ELECTRIC SERVICE SCHEDULE NO. 9

STATE OF UTAH

General Service - High Voltage

AVAILABILITY: At any point on the Company's interconnected system where there are facilities of adequate capacity.

APPLICATION: This Schedule is for alternating current, three-phase electric service supplied at approximately 46,000 volts or 69,000 volts or greater, through a single point of delivery. Seasonal service will be available only under other appropriate schedules. Service under this Schedule is limited to a maximum power requirement of 50,000 kW. When a Customer's load reaches a level in excess of 50,000 kW, continued service will require special contract arrangements; provided, however, that special contract arrangements will not be required in those cases where electric service is being supplied by Company under this Schedule to operations existing as of the effective date of this Schedule which, because of emergency conditions, or which on sporadic occasions only, may exceed 50,000 kW. This Schedule is not available to new loads in excess of 50,000 kW nor to existing operations whose maximum power requirement, because of increased operations, plant expansion or equipment additions, exceeds 50,000 kW. In this latter case, a maximum power requirement in excess of 50,000 kW shall be deemed to exist when a Customer's maximum power requirement exceeds 50,000 kW in at least three (3) months of any continuous period of six (6) successive months.

MONTHLY BILL:

Customer Service Charge:

\$98.29 per service connection

Power Charge:

\$6.75 per kW all kW

(continued)

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EFFECTIVE:



ELECTRIC SERVICE SCHEDULE NO. 9 - Continued

MONTHLY BILL: (continued)

Energy Charge:

2.3831¢ per kWh all kWh

Minimum: The monthly Customer Charge plus appropriate Power and Energy Charges.

POWER FACTOR: This rate is based on the Customer maintaining at all times a Power Factor of 90% lagging, or higher, as determined by measurement. If the average Power Factor is found to be less than 90% lagging the Power as recorded by the Company's meter will be increased by 3/4 of 1% for every 1% that the Power Factor is less than 90%.

CONTRACT PERIOD: One year or longer.

POWER: The kW as shown by or computed from the readings of Company's Power meter for the 15-minute period of Customer's greatest use during the month, adjusted for Power Factor as specified, determined to the nearest kW.

FORCE MAJEURE: Neither Company or Customer shall be subject to any liability or damages for inability to provide or receive service to the extent that such failure shall be due to causes beyond the control of either Company or Customer, 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 minimum billing demands that would otherwise be applicable under this Schedule shall be waived and Customer will have no liability for service until such time as Customer is able to resume service.

The party claiming Force Majeure under this provision shall make every reasonable attempt to remedy the cause thereof as diligently and expeditiously as possible.

ELECTRIC SERVICE REGULATIONS: Service under this Schedule will be in accordance with the terms of the Electric Service Agreement between the Customer and the Company. The Electric Service Regulations of the Company on file with and approved by the Public Service Commission of the State of Utah, including future applicable amendments, will be considered as forming a part of and incorporated in said Agreement.

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