

ELECTRIC SERVICE SCHEDULE NO. 23B - Continued

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. The Monthly Power shall not be less than 65% of the On-Peak Contract Demand.

SEASONAL SERVICE: Service for Customers for annually recurring periods of seasonal use where service is normally discontinued or curtailed during a part of the year may be contracted for under this Schedule.

Customer may contract for Seasonal Service under this Schedule with a net minimum seasonal payment as follows:

\$120.00 plus monthly Power and Energy Charges.

CONTRACT PERIOD: One year or longer.

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.