

Exhibit "3"
General Service Contract



ORIGINAL

(UT 10/06)
Service ID # 853445912.001
C/C: 11441

Scott Hopkinson
Contract #
Request # 05135305

**GENERAL SERVICE CONTRACT
(1000 KW OR LESS)
between
ROCKY MOUNTAIN POWER
and
MENLOVE TOYOTA**

This Contract, dated January 9, 2008, is between PacifiCorp, doing business as Rocky Mountain Power ("Company"), and Menlove Toyota ("Customer"), for electric service for Customer's commercial operation at or near 2380 s. Highway 89, Woods Cross, Utah.

The Company's filed tariffs (the "Electric Service Schedules") and the rules (the "Electric Service Regulations") of the Public Service Commission of Utah, as they may be amended from time to time, regulate this Contract and are incorporated in this Contract. In the event of any conflict between this Contract and the Electric Service Schedules or the Electric Service Regulations, such schedule and rules shall control. They are available for review at Customer's request.

1. **Delivery of Power.** Company will provide 277/480 volt, three-phase electric service to the Customer facilities.
2. **Contract Demand.** The specified Demand in kW that Customer requires to meet its load requirement and Company agrees to supply and have available for delivery to Customer, which shall be 750 kW (diversified, based on Customer's submitted load prior to the signing of this Agreement) unless otherwise agreed in writing in accordance with the terms of this Agreement. Within fifteen (15) days of the written request for additional demand, Company shall advise Customer in writing whether the additional power and energy is or can be made available and the conditions on which it can be made available.
3. **Extension Costs.** The Company has agreed to fund a portion of the cost of the improvements (the "Improvements") related to the extension (the "Extension Allowance") as per tariff, and Customer agrees to pay all construction costs in excess of the Extension Allowance ("Customer Paid Costs"), in accordance with the selected option below. (Initial selected option on the blank space at the beginning of the option and pay the advance given in that option.)

n/a **Refund Option.** The Customer Paid Costs are \$ _____, and Customer remains eligible for \$0.00 in refunds. Company will refund part of the Customer Paid Costs if additional customers connect to the Improvements within sixty (60) months of the date the Company is ready to supply service. Company will refund 25% of the refundable Customer Paid Costs allocable to the shared Improvements for each of the first three additional customers. The Company will try to inform Customer when a refund is due; however, Customer is responsible for requesting a refund.

n/a **Contract Administration Credit Option.** Customer chooses to receive a Contract Administration Credit of \$250 and waives Customers' right to refunds should

additional customers connect to the Improvements. Accordingly, Customer's net Customer Paid Portion is \$0.00.

4. **Contract Minimum Billing.** Customer agrees to pay a Contract Minimum Billing during the first 60 months beginning from the date the Company is ready to supply service. The billing shall be the greater of: (1) the monthly schedule billing; or, (2) \$345.16 plus eighty percent (80%) of the monthly schedule billings. Billings will be based on Rate Schedule No. 06 and superseding schedules. The Company will adjust the minimum charges if additional customers connect to the Improvements.
5. **Term.** This Contract becomes effective when both the Company and Customer have signed it, and will remain in effect for five (5) years following the date when the Company is ready to supply service.

In the event Customer terminates service or defaults (which results in termination of service) within the first five (5) years of this Contract, Customer shall be responsible for paying the remaining Contract Minimum Billing for the remainder of the five-year term.

6. **Payments.** All bills shall be paid by the date specified on the bill, and late charges shall be imposed upon any delinquent amounts. PacifiCorp reserves the right to require customer payments be sent by EDI or wire transfer. If Customer disputes any portion of Customer's bill, Customer shall pay the total bill and shall designate the disputed portion. PacifiCorp shall decide the dispute within sixty (60) days after Customer's notice of dispute. Any refund PacifiCorp determines Customer is due shall bear interest at the rate then specified by the Commission or, if no rate is specified, the then effective prime rate as established by the Morgan Guaranty Trust Bank of New York.

The Company may request deposits from Customer to the extent permitted under the applicable Electric Service Regulations and the applicable Electric Service Schedule. In the event of a default by Customer in any of its obligations, the Company may exercise any or all of its rights and remedies with respect to any such deposits.

7. **Customer Obligations.** Customer agrees to:
 - a) Provide legal rights-of-way to Company, at no cost to the Company, using Company's standard forms. This includes rights-of-way on Customer's property and/or adjoining property and any permits, fees, etc. required to cross public lands, and
 - b) Prepare the route to Company's specifications, and
 - c) Comply with all of Company's tariffs, procedures, specifications and requirements.
8. **Underground Facilities.** If service is provided by an underground line extension, Customer will provide, or Company will provide at Customer's expense: all trenching and backfilling, imported backfill material, conduit and duct, and furnish and install all equipment foundations, as designed by the Company. Company may abandon in place any underground cables installed under this Contract that are no longer useful to Company.
9. **Effective.** This Contract will expire unless you:
 - a) Sign and return an original of this Contract along with any required payment to Company within 90 days of the Contract date shown on page 1 of the Contract, and

b) Are ready to receive service within 150 days of the above Contract date.

10. **Special Provisions:**

11. **Design, Construction, Ownership and Operation.** The Company shall design, construct, install, and operate the Improvements in accordance with the Company's standards. The Company will own the Improvements, together with the Company's existing electric utility facilities that serve or will serve Customer. Construction of the Improvements shall not begin until (1) both the Company and Customer have executed (signed) this Contract, and (2) all other requirements prior to construction have been fulfilled, such as permits, payments received, inspection, etc. Any delays by the Customer concerning site preparation and right-of-way acquisition or trenching, inspection, permits, etc. may correspondingly delay completion of the Improvements.

The Company warrants that its work in constructing and maintaining the Improvements shall be consistent with prudent utility practices. **THE COMPANY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, AND SIMILAR WARRANTIES.** The Company's liability for any action arising out of its activities relating to the Improvements or the Company's electric utility facilities shall be limited to repair or replacement of any non-operating or defective portion of the Improvements or the Company's other electric utility facilities. Under no circumstances shall the Company be liable for other economic losses, including but not limited to consequential damages. The Company shall not be subject to any liability or damages for inability to provide service to the extent that such failure shall be due to causes beyond the reasonable control of either the Company or Customer.

No other party, including Customer, shall have the right to operate or maintain the Company's electric utility facilities or the Improvements. Customer shall not have physical access to the Company's electric utility facilities or the Improvements and shall engage in no activities on or related to the Company's electric utility facilities or the Improvements.

12. **Governing Law; Venue.** All provisions of this Contract and the rights and obligations of the parties hereto shall in all cases be governed by and construed in accordance with the laws of the State of Utah applicable to contracts executed in and to be wholly performed in Utah by persons domiciled in the State of Utah. Each party hereto agrees that any suit, action or proceeding in connection with this Contract may only be brought before the Utah Public Service Commission, the Federal courts located within the State of Utah, or state courts of the State of Utah, and each party hereby consents to the exclusive jurisdiction of such forums (and of the appellate courts therefrom) in any such suit, action or proceeding.
13. **Assignment.** The obligations under this Contract are obligations at all times of Customer, and may not be assigned without the Company's consent except in connection with a sale, assignment, lease or transfer of Customer's interest in Customer's facility. Any such assignment also shall be subject to (i) such successor's qualification as a customer under the Company's policies and the Electric Service Regulations, the applicable Electric Service Schedule, and (ii) until such successor is bound by this Contract and assume the obligation of Customer from the date of assignment, which may be evidenced by written agreement of such successor or other means acceptable to the Company. The Company may condition this assignment by the posting by the successor of a deposit as permitted

under the applicable Electric Service Regulations and the applicable Electric Service Schedule.

14. **Remedies; Waiver.** Either party may exercise any or all of its rights and remedies under this Contract, the applicable Electric Service Regulations, the applicable Electric Service Schedule and under any applicable laws, rules and regulations. No provision of this Contract, the Electric Service Regulations, or the applicable Electric Service Schedule shall be deemed to have been waived unless such waiver is expressly stated in writing and signed by the waiving party.
15. **Attorneys' Fees.** If any suit or action arising out of or related to this Contract brought by any party, the prevailing party or parties shall be entitled to recover the costs and fees (including, without limitation, reasonable attorneys' fees, the fees and costs of experts and consultants, copying, courier and telecommunication costs, and deposition costs and all other costs of discovery) incurred by such party or parties in such suit or action, including, without limitation, any post-trial or appellate proceeding, or in the collection or enforcement of any judgment or award entered or made in such suit or action.
16. **Waiver of Jury Trial.** EACH PARTY HERETO HEREBY IRREVOCABLE WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS CONTRACT, THE ELECTRIC SERVICE SCHEDULE, THE ELECTRIC SERVICE REGULATIONS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.
17. **Entire Agreement.** This Contract contains the entire agreement of the parties with respect to the subject matter, and replaces and supercedes in their entirety all prior agreements between the parties related to the same subject matter. This Contract may be modified only by a subsequent written amendment or agreement executed by both parties.

MENLOVE TOYOTA

By

Wesley A. Johnson
NAME (type or print legibly)

Pres.
TITLE

1-11-08
DATE

ROCKY MOUNTAIN POWER

By

Gardell H. Grundvig
NAME (type or print legibly)

Manager
TITLE

1-17-08
DATE

Mailing Address for Executed Contract-

2380 S. Highway 89
Address

Woods Cross, Ut 84010-7743
City, State, Zip