
ELECTRIC SERVICE SCHEDULE NO. 31 - Continued

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 Demand. 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 sum of the Customer's Supplementary Contract Demand and Back-up Contract Demand. Customer shall reimburse the Company at full replacement cost for any damage to Company equipment which results from Measured Demands in excess of the Total Contract Demand regardless of whether the Company has or has not installed load control devices.

POWER FACTOR: These rates are based on the Customer maintaining at all times a Power Factor of 90% lagging, or higher, as determined by measurement at the Company's point of delivery. If the average Power Factor is found to be less than 90% lagging, the Measured Demand 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%.

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 Back-up Contract Demand 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.

CONTRACT PERIOD: One year or longer.

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