

ELECTRIC SERVICE SCHEDULE NO. 32 - Continued

MONTHLY BILL: (continued)

~~Power when Customer has pre-scheduled Maintenance Service~~

- ~~1. When the Customer has pre-scheduled Maintenance Service, power measurements from 0 kW up to the pre-scheduled Backup Power level, shall be considered Scheduled Maintenance Power.~~
- ~~2. Power measurements of the metered generation of the Renewable Energy Facility, adjusted for losses, shall be considered Renewable Power.~~
- ~~3. Power measurements above the sum of Backup Power and Renewable Power but less than the Renewable Contract Power level shall be considered Backup Power.~~
- ~~4. Power measurements above the Renewable Contract Power level shall be considered Supplementary Power.~~

Adjustments for Losses: Renewable Power and Renewable Energy metered at the Renewable Energy Facility shall be multiplied by the following percentages before it is included as part of Metered Electric Service at the point of delivery:

Deliveries at Secondary Voltage	91.4729%
Deliveries at Primary Voltage	93.7778%
Deliveries at Transmission Voltage	95.6691%

Voltage Levels: Primary Voltage applies where a distribution Customer takes service from Company's available lines of 2,300 to less than 46,000 volts and provides and maintains all transformers and other necessary related equipment. Transmission Voltage applies where service is supplied at approximately 46,000 volts or greater through a single point of delivery.

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 charges shall be applied to only such Renewable 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.

ELECTRIC SERVICE SCHEDULE NO. 32 - Continued

~~**SCHEDULED MAINTENANCE:**~~

~~Customer shall submit to the Company, in writing, Customer's proposed maintenance schedule and nominated Scheduled Maintenance Power for each month of an 18 month period beginning with the date of the Customer's initial receipt of service under this schedule. Customer shall, prior to September 1st of each subsequent year, submit to the Company, in writing, Customer's proposed maintenance schedule for each month of an 18 month period beginning with January 1st of the following year. The proposed schedules will not be deemed a request for Maintenance Service unless so designated by the Customer and accepted by the Company in writing.~~

~~Maintenance shall be scheduled for a maximum of 30 days per year. These 30 days may be taken in either one continuous period, or two continuous 15 day periods. Solely at the discretion of the Company and for good cause, the maintenance maximum may be extended.~~

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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