

LOCKHART POWER COMPANY
SCHEDULE C3
GENERAL SERVICE COMMERCIAL

AVAILABILITY

Available to the individual Customer.

Service under this Schedule shall be used solely by the contracting Customer in a single enterprise, located entirely on a single contiguous premises.

This Schedule is not available for auxiliary, breakdown or standby Service; and power delivered hereunder shall not be used for resale or exchange or in parallel with other electric power, or as a substitute for power contracted for or which may be contracted for, under any other schedule of the Power Company, except at the option of the Company, under special terms and conditions expressed in writing in the contract with the Customer.

The obligations of the Company in regard to supplying power are dependent upon its securing and retaining all necessary rights-of-way, privileges, franchises and permits, for the delivery of such power, and the Company shall not be liable to any Customer or Applicant for power in the event it is delayed in, or is prevented from furnishing the power by its failure to secure and retain such rights-of-way, rights, privileges, franchises and permits.

TYPE OF SERVICE

The Company will furnish 60 cycle service through one meter, at one delivery point, at one of the following approximate voltages where available:

- Single phase, 120/240 volts; or
- 3 phase, 208Y/120 volts, 460Y/265 volts; or
- 3 phase, 3 wire, 240, 460, 575, or 2300 volts; or
- 3 phase, 4160Y/2400, 12470Y/7200 volts; or

3 phase voltages other than the foregoing, but only at the Company's option, and provided that the size of the Customer's contract warrants a substation solely to serve that Customer, and further provided that the Customer furnish suitable outdoor space on the premises to accommodate a ground-type transformer installation, or substation, or a transformer vault built in accordance with the Company's specifications.

The type of service supplied will depend upon the voltage available. Prospective Customers should ascertain the available voltage by inquiry at the office of the Company before purchasing equipment.

Motors of less than 5 h.p. may be single-phase. All motors of more than 5 h.p. must be equipped with starting compensators and all motors of more than 25 h.p. must be of the slip ring type except that the Company reserves the right, when in its opinion the installation would not be detrimental to the service of the Company, to permit other types of motors.

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MONTHLY RATE

Customer Charge: \$6.75 per month

Demand Charge:

No Charge for the first 30 kW of Billing Demand,
\$3.00 per kW of Billing Demand for all additional kW.

Energy Charge:

For the First 200 Hours Use of Billing Demand,
10.56 cents per kWh for the first 3,000 kWh,
5.71 cents per kWh for all additional kWh.
For all kWh in excess of 200 Hours Use of Billing Demand,
3.76 cents per kWh.

Plus Purchased Power Adjustment Clause

DETERMINATION OF BILLING DEMAND

The Company will install a permanent demand meter when the monthly consumption of the Customer equals or exceeds 3,000 kWh, or when tests indicate a demand of 30 kW or more; however, at its option, the Company may install such a meter for any Customer served under this Schedule.

The demand for billing purposes each month shall be the maximum integrated thirty-minute demand in the current month, but not less than 50 percent of the contract demand, nor less than 30 kilowatts.

MINIMUM BILL

The monthly minimum bill shall be the Customer Charge plus \$3.00 per kW of Billing Demand in excess of 30 kW.

POWER FACTOR CORRECTION

When the average monthly power factor of the Customer's power requirements is less than 85 percent, the Company will correct the integrated demand in kilowatts for that month by multiplying 85 percent and dividing by the average power factor in percent for that month.

PAYMENT

Bills under this Schedule are due and payable at the office of the Company on or before the due date shown on the bill.

CONTRACT PERIOD

Each Customer shall enter into a contract to purchase electricity from the Company for a minimum original term of one (1) year, and thereafter from year to year upon the condition that either party can terminate the contract at the end of the original term, or at any time thereafter, by giving at least sixty (60) days previous notice of such termination in writing; but the Company may require a contract for a longer term of years where the requirement is justified by the circumstances.