

Backup Service -

Electric energy and capacity supplied by the Company during an unscheduled outage of the Customer's generating equipment and electric energy and capacity supplied by the Company during a scheduled outage that exceeds scheduled Maintenance Service;

Reserved Service Contracted kW - An amount of kW not greater than the nameplate rating of Customer's on-site generation, for this Contract **N/A** kW.

3. RATES FOR SERVICE

Company shall supply and Customer shall take and/or pay for all Firm Service and/or Standby Service required by Customer for the above operation in accordance with Rate Schedule(s) **LPHLDS VAR 4** copy(ies) of which are attached hereto and made a part hereof, and Company's Policy Schedule No. 9, Service Regulations as approved by the regulatory authority having jurisdiction, or such other effective superseding Rate Schedule(s) and Service Regulations as may be authorized by duly constituted regulatory authority exercising lawful jurisdiction, or as may become effective in the manner provided by law.

4. MINIMUM BILLING

No monthly bill for electric service will be less than **per rate schedule minimum** or, if seasonal, **N/A** during the Customer's season and Customer agrees to pay, as a minimum charge, the greater of such monthly bill or the amount calculated under the minimum provision of the then effective rate schedule under which the Customer is served until this Agreement is terminated pursuant to the provisions of § 10 below.

5. DEPOSITS

EAL collects deposits consistent with Arkansas Public Service Commission's General Service Rule, Section 4, Deposits. Such deposits are based upon the projected usage characteristics described herein. Accordingly a deposit in the amount of [REDACTED] is due with the first bill.

6. POINT OF DELIVERY

The point of delivery of such electric service shall be **Primary meter and primary voltage served.**

7. SUSPENSION OF SERVICE

Any suspension of service for non-payment of bills shall be without prejudice to any other right of action to which Company is entitled. In the event of cancellation of this Agreement by Company for any breach or default on the part of Customer, there shall immediately become due and payable, in addition to the amount then due for service hereunder, as liquidated damages and not by way of penalty, a further sum equal to the total minimum monthly or seasonal bills which Customer would have paid during the unexpired term had the Company not canceled the Agreement.

8. SERVICE RELIABILITY

Company will use reasonable diligence to supply steady and continuous electric service but does not guarantee the electric service against irregularities or interruptions. Company shall not be liable to Customer for any damages occasioned by irregularities or interruptions.