

TERMS AND CONDITIONS

XVIII. INTERRUPTIONS OF ELECTRIC SERVICE

A. The Company will use reasonable efforts to provide Electric Service that is uninterrupted, but it does not undertake to guarantee that interruption will not occur. Therefore, should Electric Service fail or be interrupted or become defective through act of God, or the public enemy, or Federal, state, municipal or other public authority, or because of accident, strikes or labor troubles, or any other cause beyond the reasonable control of the Company, or due to the Company's need to construct, operate, and maintain its facilities, the Company shall not be liable for such failure, interruption or defect.

B. In the event of a power shortage or an adverse condition or disturbance on the system of the Company or on any other directly or indirectly interconnected system the Company may, without notice and without incurring liability, take such emergency action as, in the judgment of the Company, may be necessary. Such emergency action may include, but not be limited to, reduction or interruption of Electric Service to some customers or areas in order to compensate for a power shortage on the Company system or to limit the extent or duration of the adverse condition or disturbance on the Company system or to prevent damage to the customers equipment or generation or transmission facilities owned by the Company or by others, or to expedite the restoration of service. The Company may also reduce Electric Service to compensate for an emergency condition on an interconnected system.

C. In the event the Company cannot supply all of its customers the usual requirements of each by reason of strikes, accidents, want of fuel, want of power supply, or for any other reason, the Company may, without notice and without incurring liability, implement a distribution circuit disconnection procedure on a rotating basis to the extent necessary to prevent an uncontrolled power interruption or to conserve fuel, to the extent required under the circumstances, in which event the amount of load curtailed, the length of each circuit's outage, and the duration of the program will be determined on the basis of what is, in the Company's opinion, reasonably necessary to minimize adverse impact on the public health and safety and facilitate restoration of normal service to all customers at the earliest time practicable.

D. If the Company in good faith believes that it is reasonable and appropriate to de-energize a portion of its facilities to accommodate construction, operation, or maintenance of its system, or if the Company in good faith believes that, because of civil disorder, riot, insurrection, war, fire or other condition beyond the reasonable control of the Company in the vicinity of its energized facilities, it is necessary to de-energize a portion of its facilities for the protection of the public, or if ordered by duly constituted public authority so to do, the Company may without incurring liability, de-energize its facilities in such vicinity or in such related areas as may be practically required, and the Company shall not be obligated to furnish Electric Service through such facilities, but the Company shall be prompt and diligent in re-energizing its facilities and restoring its service as soon as it believes in the exercise of reasonable care for the protection of the public and the employees of the Company that such action can be taken with reasonable safety.