

TERMS AND CONDITIONS

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XVI. DISCONTINUANCE OF ELECTRIC SERVICE

A. The Company reserves the right to discontinue Electric Service to a Customer, at any time without notice, upon the occurrence of any one or more of the following events:

1. Whenever in the Company's opinion, the Company, has reasonable cause to believe that the Customer is receiving Electric Service without paying therefor, or that the Company's meter, wires or other apparatus have in any manner been tampered with, or damaged in such a way as to prevent the meter from recording under seal the amount of Electric Service delivered.
2. Whenever, in the Company's opinion, the condition of the Customer's wiring, equipment, or appliances is either unsafe or unsuitable for receiving Electric Service, or when the Customer's use of Electric Service or equipment interferes with or may be detrimental to the Company's facilities or to the provision of Electric Service by the Company to any other Customer.
3. Where electricity is being furnished over a line which is not owned or leased by the Company, whenever in the Company's opinion such line is either not in a safe and suitable condition or is inadequate to receive Electric Service.

B. Upon the occurrence of either one or all of the following events, the Company reserves the right to discontinue Electric Service to a Customer after ten (10) days notice of discontinuance, in accordance with Paragraph XVI.E., below:

1. For nonpayment of a past due bill, regardless of any amount of money on deposit with the Company. Residential disconnections for non-payment shall not be worked during the following conditions:
  - a. The temperature is forecasted to be 92 degrees Fahrenheit or higher within the 24-hour period following the scheduled disconnect.
  - b. The temperature is forecasted to be 32 degrees Fahrenheit or lower within the 24-hour period following the scheduled disconnect.
  - c. On Fridays, weekends, state holidays, or on the business day prior to a state holiday.

(Continued)

TERMS AND CONDITIONS

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XVI. DISCONTINUANCE OF ELECTRIC SERVICE (Continued)

2. For failure to comply with any of the Company's Terms and Conditions as filed with the Commission, or with any of the conditions or obligations of any agreement with the Company for the provision of Electric Service;
3. Whenever in the opinion of the Company it is necessary to prevent fraud upon the Company.
4. Whenever the Customer has denied a Company representative access to the Company's meter, wires or other apparatus installed on the Customer's premises.

C. The Company will discontinue Electric Service to a Customer whenever requested by any public authority having jurisdiction.

D. The Company reserves the right to discontinue Electric Service under any of the above conditions irrespective of any claims of a Customer pending against the Company, or any amounts of money on deposit with the Company as required by Section IX of these Terms and Conditions.

E. Notice of discontinuance shall be considered to be given a Customer when copy of such notice is left with the Customer, left at the premise where the Customer's bill is rendered, or posted in the United States mail ten (10) days prior to the date of pending disconnection. The Company shall address all mailed correspondence to the Customer's last post office mailing address, as shown on the records of the Company. In addition to the written notice of disconnection, as described above, the Company shall provide a Customer who has chosen to receive electronic billing an additional electronic notice of disconnection ten (10) days prior to the date of pending disconnection with the Customer's electronic bill.

F. Whenever Electric Service is discontinued in accordance herewith, the Company shall not be liable for any damages, direct or indirect, that may result from such discontinuance. In all cases where Electric Service is discontinued by reason of violation by the Customer of any of the provisions hereof or of any agreement with the Company for the provision of Electric Service, there shall then become due and payable, in addition to the bills in default, an amount equal to the monthly minimum charge for the unexpired term of the agreement, not as a penalty, but in lieu of the income reasonably to be expected during the unexpired term of the agreement.