

SOUTH CAROLINA PUBLIC SERVICE AUTHORITY
(SANTEE COOPER)
LARGE LIGHT AND POWER
SCHEDULE L-09

Section 1. Availability:

(A) Service hereunder is available at Delivery Points on or near the transmission facilities of the Authority at which the Customer has a potential demand for electric service of at least 1,000 kW; provided, however, that service hereunder shall not be available for service to large, highly fluctuating or otherwise unusual loads without the agreement of the Authority.

(B) Subject to the terms of this Rate Schedule and the General Terms and Conditions of Large Power Electric Service (hereinafter, "General Terms and Conditions") attached hereto as Attachment A and made a part hereof, service hereunder is available, at individual Delivery Points each satisfying the requirements of the foregoing paragraph, to (i) industrial, commercial, and governmental Customers of the Authority, and (ii) municipal and cooperative wholesale Customers of the Authority may offer this service to an industrial, commercial, or governmental customer of such wholesale customer.

(C) Except as may be otherwise provided in the Standby Service Rider L-09-SB, this Rate Schedule is not available for breakdown, standby, supplementary, or auxiliary service, and service hereunder shall not be used in parallel with other sources of electric power. Except with respect to service to municipal and cooperative Customers of the Authority, as provided in the foregoing paragraph, service hereunder shall not be sold for resale or exchange or shared with others.

(D) Prior to the provision of service hereunder at one or more Delivery Points, the Customer shall be required to enter into an Agreement for Large Power Electric Service (hereinafter, "Service Agreement") of the form prescribed in the General Terms and Conditions which may be modified by the Authority from time to time.

Section 2. Character of Service:

(A) Electric power and energy delivered hereunder shall be unregulated, three-phase alternating current, at a frequency of approximately 60 Hertz, at one of the Authority's standard nominal voltages of 480 volts or higher. Separate supplies for the same Customer at different locations and/or at different voltages shall be considered separate Delivery Points. Multiple Delivery Points shall be separately metered and billed. Only one transformation will be provided hereunder from the available transmission voltage.

(B) "Firm Power," as used herein, shall refer to electric power and energy purchased by the Customer hereunder, other than electric power and energy purchased by the Customer pursuant to an applicable rider or riders hereto.

Section 3. Monthly Rates and Charges:

(A) Monthly Customer Charge:

A monthly charge for each Delivery Point of\$2,400.00

(B) Charges for Standard Firm Power Service:

The monthly charges for Firm Power hereunder shall include the following charges:

(1) Monthly Demand Charge:

(a) Base Demand Charge:

For the first 300 kW or less of Firm Billing Demand.....\$4,350.00

All Additional kW of Firm Billing Demand @\$14.50

(b) Off-Peak Demand Charge:

All kW of Off-Peak Billing Demand @\$2.90

(c) Transformation Discount:

Whenever the Customer takes delivery at available transmission voltage (69 kV or greater) and provides the necessary transformation from the available transmission voltage, the foregoing Base Monthly Demand Charge shall be reduced by \$0.60/kW.

(d) Excess Demand Charge:

For each kW of the Customer's Measured Demand that is classified as Excess Demand, a charge, in addition to the Base Demand Charge, of \$8.50/kW.

(e) Excess Reactive Demand Charge:

Each kVAr of Excess Reactive Demand @\$0.75/kVAr

(f) Demand Sales Adjustment:

For each kW of Firm Billing Demand, a credit or charge, if any, determined from time to time pursuant to the Authority's Demand Sales Adjustment Clause DSC-09, or its currently applicable successor clause, if any.

(2) Energy Charge:

(a) Base Energy Charge:

On-Peak kWh @\$0.0575/kWh

Off-Peak kWh @\$0.0375/kWh

On-Peak kWh are defined as all kWh consumed by the customer during the calendar months of June, July and August between the hours of 1PM and 10PM during weekdays (prevailing time).

Off-Peak kWh are defined as all kWh consumed by the customer during all other hours during the year.

(b) Fuel Adjustment Charge:

For each kWh, the charge per kWh determined for the month pursuant to the Authority's Fuel Adjustment Clause FAC-09, or its currently applicable successor clause, if any, with "F_b/S_b" and "K" of the formula in said clause being equal to \$0.03641/kWh and 0.085, respectively.

(C) Charges Under Applicable Riders:

The monthly charges hereunder shall include the charges for services provided the Customer under any and all applicable riders hereto.

(D) Monthly Facilities Charges:

In the event service to the Customer requires the Authority to provide facilities in addition to, or different from, facilities normally provided by the Authority, and the Authority provides such facilities, the Customer also shall pay the Authority a Monthly Facilities Charge, in addition to all other charges hereunder. Such Monthly Facilities Charge shall be equal to 1.4% of the original installed cost of such facilities.

(E) Minimum Monthly Bill:

The minimum monthly bill shall consist of the sum of (i) the Monthly Customer Charge, (ii) the Monthly Facilities Charge, if any, (iii) the Monthly Demand Charge for Firm Power Service, and (iv) the minimum monthly charges, if any, determined pursuant to any applicable rider or riders under which the Customer also receives service from the Authority.

(F) Taxes and Other Assessments:

Amounts for "payments in lieu of taxes," as prescribed by the Code of Laws of South Carolina §58-31-80, §58-31-90, and §58-31-100, as amended, have been included in the establishment of the foregoing monthly rates and charges. The total monthly billing amount hereunder also shall be subject to all other taxes, payments in lieu of taxes, franchise fees, assessments, and surcharges imposed by any governmental authority. In addition, South Carolina Sales Tax, if any, will be added to each bill unless the Customer has furnished the Authority evidence of specific exemption secured by the Customer from the South Carolina Tax Commission or its successor.

Section 4. Determination of Demands:

(A) Firm Billing Demand:

(1) The Firm Billing Demand for each Billing Month shall be the greater of (i) that portion of the Customer's On-Peak Measured Demand for such Billing Month not served under any applicable rider or riders hereto pursuant to which the Customer also receives service, (ii) eighty percent (80%) of the Firm Contract Demand for such Billing Month, or (iii) if the Customer receives Firm Power only, then the Customer's Firm Billing Demand shall not be less than 1,000 kW.

(2) In the event that, during any Billing Month, the provision of service by the Authority hereunder is interrupted for a period of four (4) or more consecutive hours as a result of an occurrence of one of the circumstances set forth in Section 9(A) of the General Terms and Conditions, the Firm Billing Demand for such Billing Month will be reduced by the proportion which the number of hours of such interruption bears to the total number of hours in the Billing Month.

(3) The Customer's Off-Peak Billing Demand for a Billing Month shall be the amount, if any, by which (a) the lesser of (i) Off-Peak Measured Demand during that Billing Month or (ii) the Customer's then current Off-Peak Maximum Demand exceeds (b) the sum of the Firm Contract Demand hereunder plus the Customer's Contract Demand(s) (if any) under any and all riders hereto and other rate schedules of the Authority. The Customer's Off-Peak Maximum Demand shall be established and modified by the Authority from time to time in recognition of the limitations of the delivery facilities serving the Customer and other limiting considerations on the Authority's system. Unless and until the Authority shall have agreed in writing to a specific Off-Peak Maximum Demand, it shall be deemed to be equal to the sum of the Firm Contract Demand hereunder plus the Customer's Contract Demand(s) (if any) under any and all riders hereto and other rate schedules of the Authority.

(B) Measured Demand:

(1) Subject to the applicable provisions, if any, of any rider or riders hereto pursuant to which the Customer also receives service, the Measured Demand for each Billing Month shall be the maximum 30-minute integrated kW demand of the customer during such Billing Month.

(2) The On-Peak Measured Demand for each Billing Month shall be the maximum 30-minute integrated kW demand of the Customer that shall have occurred during the Billing Month during Peak Period Hours. As used herein, Peak Demand Hours are all times during such Billing Month between 6:00 AM and 10:00 PM (prevailing time) on weekdays.

(3) The Off-Peak Measured Demand shall be the maximum 30-minute integrated kW demand of the Customer that shall have occurred in the Billing Month at a time other than during Peak Demand Hours.

(4) In determining each of the Customer's Measured Demand, On-Peak Measured Demand, and Off-Peak Measured Demand, whenever the Customer's load is unbalanced between phases by more than ten percent (10%), the load on each phase shall be deemed to be equal to the greatest load on any phase. Furthermore, whenever the Customer's load frequently is found to be unbalanced between phases by more than ten percent (10%), the Authority, at its sole option, may require the Customer, at the Customer's expense, to make the changes necessary to correct such condition.

(C) Firm Contract Demand:

(1) Except as otherwise provided herein, the Firm Contract Demand applicable to each Delivery Point during each Billing Month shall be the maximum amount of Firm Power, in kilowatts, that the Customer shall have requested and the Authority shall have agreed to supply during such Billing Month, as evidenced in the Delivery Point Specification Sheet for the Delivery Point that is attached to, and made a part of, the Service Agreement between the Customer and the Authority. During the first twelve (12) months of service to a new Delivery Point, the Authority, at its sole option, may agree to adjust the Customer's Firm Contract Demand on a month-to-month basis and/or to forego the application of the Section 4 (D) hereinbelow, in order to allow the Customer and the Authority an adequate build-up or phase-in of operations; provided, however, that the Authority reserves the right to condition such agreement on such additional terms and conditions as the Authority deems appropriate for the circumstances.

(2) Except as otherwise provided herein or in the General Terms and Conditions, the Customer may reduce its Firm Contract Demand for a Delivery Point, for any twelve month period and subsequent twelve month period(s), to not less than 300 kW by providing prior written notice of such reduction to the Authority at least one year prior to the beginning of the first period to which the notice applies; provided, however, that (i) no

such reduction shall become effective before the fifth anniversary of service to the Delivery Point, and provided further that (ii) the greatest amounts of such reductions shall be as follows:

- (a) For the first twelve month period to which such notice applies, the maximum reduction shall be the greater of 5,000 kW or 25% of the Firm Contract Demand for such year.
- (b) For the second succeeding twelve month period, the maximum reduction shall be the greater of 10,000 kW or 50% of the Firm Contract Demand for such year.
- (c) For the third succeeding twelve month period, the maximum reduction shall be the greater of 15,000 kW or 75% of the Firm Contract Demand for such year.
- (d) For the fourth and subsequent twelve month period(s), the maximum reduction shall be 100% of the respective Firm Contract Demand(s) for such years.

Notices of such reductions in the Customer's Firm Contract Demand shall be irrevocable once given.

(3) The Customer's Firm Contract Demand, once established or reduced, may be increased only (i) pursuant to the terms of this Rate Schedule or applicable rider(s) hereto under which the Customer also receives service, or (ii) by mutual agreement between the Authority and the Customer evidenced by the execution of a new, revised Delivery Point Specification Sheet for the Delivery Point to which the increase is to apply. The Authority shall be under no obligation to agree to any such increase but shall give good faith consideration to each such request. In such an event, the Authority may require additional, special terms and conditions applicable to service to the Customer to be included in the aforementioned new Delivery Point Specification Sheet.

(4) Notwithstanding any other provisions hereof, in no event shall the Customer's Firm Contract Demand be less than the amount, if any, by which the sum of the Customer's then current contract demands under all applicable riders hereto is less than 1,000 kW.

(D) Excess Demand:

(1) The Customer's Excess Demand for each Billing Month shall be the greater of (a) that portion of the Customer's On-Peak Measured Demand for such Billing Month, if any, that exceeds the sum of (i) the Customer's then current Firm Contract Demand hereunder and, where applicable, (ii) the Customers' Billing Demand(s), if any, under any and all applicable rider or riders to which the Customer also receives service from the Authority, or (b) the amount, if any, by which the Customer's Off-Peak Measured Demand exceeds the Customer's then-current Off-Peak Maximum Demand.

(2) Notwithstanding the foregoing or any other provision of this Rate Schedule or the General Terms and Conditions to the contrary, in the event that, at any time, (i) the Customer's rate of use of electricity at a Delivery Point exceeds the Customer's Maximum Demand applicable at that time, and (ii) the Customer fails to comply promptly with a request by the Authority to reduce such rate of use so as not to exceed such Maximum Demand, the Customer's Firm Contract Demand(s) for such Delivery Point for the current and subsequent Billing Months, shall at the Authority's sole option, be increased, from what it otherwise would have been, by the amount of such excess. In addition, in such event, the Customer shall be liable for any damage to the Authority's facilities caused by such excess. The Customer's Maximum Demand during Peak Demand Hours shall be equal to the sum of (i) the Customer's then current Firm Contract Demand hereunder and, where applicable, (ii) the Customer's then current Contract Demand(s), if any, under applicable riders hereto. The Customer's Maximum Demand in hours other than Peak Demand Hours shall be equal to the Customer's then current Off-Peak Maximum Demand.

(3) Notwithstanding the foregoing or any other provision of this Rate Schedule or the General Terms and Conditions, the Authority shall be under no obligation whatsoever to supply demands in excess of the Customer's aggregate Contract Demand(s), and nothing herein shall be construed as restricting the right of the Authority to take such steps as the Authority may deem necessary, including without limitation complete interruption of service to the Customer, to limit the Customer's demand so as not to exceed the Customer's aggregate Contract Demands.

(E) Excess Reactive Demand:

The Customer's Excess Reactive Demand for each Billing Month shall be the amount, if any, by which the Customer's maximum 30-minute integrated reactive demand, in kilovars (kVAr), during such Billing Month exceeds 48.5% of the Customer's Measured Demand, in kilowatts (kW), for such Billing Month.

Section 5. Additional Terms and Conditions:

Service under this Rate Schedule, including service under all applicable riders hereto, is subject to the then currently effective General Terms and Conditions and the Service Agreement between the Customer and the Authority.

Adopted August 24, 2009

Effective for service rendered on and after November 1, 2009

Supersedes: Schedule L-96, Effective April 1, 1996

SOUTH CAROLINA PUBLIC SERVICE AUTHORITY
(SANTEE COOPER)

General Terms and Conditions
of
Large Power Electric Service

Section 1. Contract For Service

(A) As a condition precedent to the Authority supplying electric service under the Authority's Large Light and Power Rate Schedule L-09 and/or any and all riders thereto (collectively, "Schedule L"), to which these General Terms and Conditions are attached and made a part of, the Customer shall execute a Service Agreement in the form hereinafter provided as Exhibit I hereto. When executed by the Customer and the Authority, such Service Agreement, together with Schedule L, these General Terms and Conditions, and applicable notices of Contract Demands accepted by the Authority, shall constitute the entire contract for service between the Authority and the Customer.

(B) In the event of any conflict between these General Terms and Conditions and the provisions of the Service Agreement or Schedule L, the provisions of the Service Agreement or Schedule L shall govern.

(C) Nothing contained in any and all parts of Schedule L, the Service Agreement, and these General Terms and Conditions, shall be construed as affecting in any way the right of the Authority to make changes to any and all parts of such documents as provided by law.

(D) A separate Delivery Point Specification Sheet, in the form hereinafter provided as Exhibit II hereto, shall be prepared and executed by the Authority and the Customer for each Delivery Point at which the Customer is to receive service. Each such Delivery Point Specification Sheet, shall be deemed to be attached to, and made a part of, the Service Agreement between the Customer and the Authority.

(E) As used herein, "Delivery Point" refers to the point or points at which the electrical conductors (including bus bars) of the Authority are connected to the electrical conductors of the Customer or, in the case of service hereunder to a municipal or cooperative wholesale Customer of the Authority, to the conductors of that Customer or a retail customer of wholesale Customer. The Authority shall normally provide one three-phase service at a single voltage at each Delivery Point. Separate supplies for the same Customer at different locations and/or at different voltages shall be considered separate Delivery Points. Multiple Delivery Points shall be separately metered and billed.

Section 2. Conditions of Service

(A) The Authority's agreement to provide electric service on the date specified for electric service to each Delivery Point, subject to proper written notice as set forth in the applicable Rate Schedule, is contingent upon the Authority's ability to acquire, at a sufficient time prior to the date for commencement of such service, the necessary State and Federal approvals and the necessary rights of way and equipment for providing such electric service.

(B) With respect to facilities installed by the Authority to provide electric service to the Customer, the Authority reserves the right to use any available capacity of such facilities not needed for such service to supply other customers of the Authority.

Section 3. Electric Service Provided

(A) The Authority will provide electric service to Customer in the form of unregulated, three-phase alternating current at a frequency of approximately 60 Hertz.

(B) The Authority will provide electric service pursuant to the provisions of Schedule L at the nominal voltage desired by Customer provided such voltage is generally available in the area in which the electric service is desired. For Delivery Points existing on the date these General Terms and Conditions become effective, the nominal voltage supplied shall be the Authority's present nominal delivery voltage at such Delivery Points.

(C) The Authority will provide electric service for each Delivery Point at the nominal voltage specified in the Exhibit II to the Service Agreement for the Delivery Point, unless the Authority notifies the Customer in writing that the voltage will be changed to a specified higher or lower voltage in accordance with usual utility practices. In such cases, the Customer at the Customer's own expense will design, engineer, install, construct or modify, operate, and maintain facilities to such higher or lower voltage.

Section 4. Monthly Billing and Payment

(A) The Authority shall render to the Customer, after the end of each Billing Month, a bill setting forth the charges, as specified in Schedule L, for such Billing Month. "Billing Month" refers to a period between successive meter readings, which shall normally be once per month.

(B) All bills shall be on a net basis, and each such bill shall be due and payable in good funds at the office of the Authority in Moncks Corner, South Carolina, or at such other place as the Authority may designate, within ten (10) days after the date on which the bill is mailed or otherwise rendered. If payment is not received within twenty-five (25) days after the date the bill is mailed or otherwise rendered, the amount of the bill shall be increased on the next bill rendered and on subsequent bills rendered each month thereafter until paid by the larger of one hundred dollars (\$100.00), or two percent (2%) of the amount then outstanding including late payment charges. If payment is not made within thirty (30) days after the bill is mailed or otherwise rendered, the Authority may discontinue service until all past due bills are paid in full. Discontinuance of the service shall not relieve the Customer of any liability for the agreed Minimum Monthly Bill(s) for the period(s) of time service is so discontinued.

Section 5. Metering and Measurement

(A) Power and energy shall be metered by the Authority at, or as if at, each Delivery Point.

(B) Not less frequently than once each year, the Authority shall make periodic tests and inspections of meters installed by it. At the request of the Customer, the Authority shall make additional tests or inspections. Readings of metering instruments found to be in error by more than two percent (2%) either fast or slow will be corrected and credits or debits made to the Customer's account accordingly. Such correction shall apply for a period of not more than thirty (30) days prior to the date of test unless a longer period of inaccuracy can be definitely determined. The Customer shall pay all costs resulting from additional tests requested by the Customer if tests show meters to be accurate within two percent (2%).

Section 6. Use of Service

(A) Power shall be used in such manner as will not cause objectionable voltage fluctuations or other electrical disturbances on the Authority's system. If such fluctuations and disturbances become objectionable, the Authority may require the Customer, at the Customer's own expense, to install appropriate corrective equipment.

(B) The Service Agreement shall not be assigned by the Customer without approval in writing by the Authority. Service hereunder is exclusively for use by the Customer, and is not to be resold or shared with others. In consideration of the terms of the Service Agreement and these General Terms and Conditions, and in recognition of the fact that the supplying of power and energy from more than one source to the Customer's Facilities may adversely affect safety and the Authority's operations, the Customer agrees not to accept electrical service for said plant operations from any source other than the Authority during the terms of the Service Agreement.

Section 7. New Delivery Points

(A) To establish a new Delivery Point, the Customer must execute with the Authority a new Delivery Point Specification Sheet for the new Delivery Point prior to the date upon which the new Delivery Point is to be placed in service. Such new Delivery Point Specification Sheet shall be attached to, and made a part of, the Service Agreement and shall include any special provisions required for the establishment of the new Delivery Point. The execution of such Delivery Point Specification Sheet shall be a condition precedent to the Authority's supplying electric service to the Delivery Point.

(B) The Authority shall not be obligated to establish any new Delivery Point if it is reasonably determined by the Authority that, consistent with Prudent Utility Practice, the new Delivery Point is not necessary or appropriate for the delivery of power to serve load on the Customer's system.

(C) The Authority shall not be obligated to establish any new Delivery Point if after exercising due diligence the Authority cannot obtain all necessary State and Federal approvals, rights-of-way, and equipment. The Customer shall support all State and Federal filings that the Authority deems necessary (i) for supplying capacity and energy to the new Delivery Point, (ii) for the construction and permitting of the new Delivery Point, and (iii) such other facilities as the Authority deems necessary for the new Delivery Point.

(D) The Customer or potential Customer requesting the establishment of a new Delivery Point shall submit a detailed written request to the Authority specifying the requirements of such Delivery Point.

(E) Except as otherwise provided herein, the Customer is responsible for the installation, operation and maintenance of all necessary poles, lines, substations, transformers, switches, protective equipment, and other equipment (except the Authority's metering equipment) necessary for the establishment of a new Delivery Point, and for all facility rearrangements on the Customer's side of such Delivery Point that are required for the establishment thereof.

(F) Substantial and/or material modifications to an existing Delivery Point shall be deemed to constitute the termination of such Delivery Point and the establishment of a new Delivery Point.

Section 8. Delivery Points and Other Facilities

(A) The service specifications for each Delivery Point shall be as prescribed in the corresponding Delivery Point Specification Sheet.

(B) For each Delivery Point, the Customer shall provide, free of cost to the Authority, a suitable site on the premises for the installation by the Authority of equipment for rendering service hereunder. The Customer shall also provide for the safekeeping of this equipment and shall not permit anyone other than authorized employees and agents of the Customer and employees and agents of the Authority to have access thereto.

(C) The Customer hereby grants to the Authority for the entire term of this contract, free of cost, the right to construct, operate and maintain on property owned, leased or controlled by the Customer, all poles, conductors, appurtenances and equipment whatsoever reasonably necessary or desirable for supplying service

hereunder to each Delivery Point. The Authority shall also have all rights of access to said property reasonably necessary or desirable for the aforesaid purposes and the right to remove all or any portion of the Authority's property at any time during the term of this contract or within a reasonable time thereafter. All property, structures and facilities erected by the Authority on property of the Customer are recognized and agreed by the parties to be removable trade fixtures, which shall be and remain personal property of the Authority whether affixed to the realty or not.

(D) Employees of the Authority shall be allowed access to the service installation site at all reasonable hours for the purpose of reading the metering instruments, inspecting the property of the Authority, removing such property, and for other purposes incident to the supplying of service to the Customer.

(E) All electrical facilities used or constructed by the Customer must conform to accepted modern practice and to applicable state and local requirements and must conform to the requirements of the National Electrical Safety Code and National Electrical Code.

(F) All facilities on the Customer's side of each Delivery Point shall be considered the system of the Customer, shall be paid for by the Customer, and shall be installed, operated, and maintained by the Customer at the Customer's expense; provided, that (i) the Authority's metering equipment, if any, located on the Customer's side of a Delivery Point will be owned, installed, operated, and maintained by the Authority; and (ii) the Authority shall have the right, at the Authority's option, to install and/or maintain such other facilities on Customer's side of a Delivery Point as the Authority may elect in the interests of system reliability.

(G) The Customer shall not utilize, or allow to be utilized, any equipment, appliance, or device that tends to unreasonably adversely affect the system of the Authority. The Customer shall maintain a reasonable electrical balance between the phases at each Delivery Point.

(H) The Customer shall install and maintain suitable protective devices on the Customer's system in order to afford reasonably adequate protection to the facilities of the Authority against adverse conditions or disturbances originating on Customer's system. Such protective devices shall be in accordance with the applicable industry standards relating to such equipment and with such other requirements as the Authority may reasonably deem necessary.

(I) The Authority shall install, own, operate, and maintain all lines and equipment located on the Authority's side of each Delivery Point, as well as the meter and metering equipment and, if applicable, any backup meter and metering equipment that may, at the Authority's option, be located on Customer's side of each Delivery Point. In such cases, Customer shall provide a location, acceptable to the Authority, for the installation of such metering equipment.

(J) In the event that the Customer requests the Authority to supply electricity in a manner requiring facilities in addition to or different from those normally provided by the Authority, the Authority will provide such facilities on the Authority's side of the Delivery Point, if practical to do so, provided the following conditions are met and a new Delivery Point Specification Sheet for such Delivery Point is executed to reflect these conditions:

- 1) The Customer requesting the facilities shall submit a detailed written request to the Authority specifying the type and kind of facilities;
- 2) The facilities are of a kind and type used by, or acceptable to, the Authority and are, installed in a place and in a manner acceptable to the Authority; and
- 3) The Customer agrees, in the Delivery Point Specification Sheet for the subject Delivery Point, to pay to the Authority the cost of the facilities prior to their installation or, at the

Authority's sole option, appropriate Monthly Facilities Charges in lieu thereof, in addition to the other charges recoverable under Schedule L.

(K) In the event that the Customer's contract demand(s) under Schedule L (including any applicable riders thereto) is (are) reduced, nothing herein shall be construed as restricting the right of the Authority to change or reduce accordingly the capacity of the Authority's facilities serving the Customer.

(L) The Delivery Point Specification Sheet for each Delivery Point shall set forth appropriate provisions concerning the installation and maintenance of the Delivery Point and shall provide for adequate compensation to the Authority on termination of the Delivery Point by the Customer.

Section 9. Interruption of Service

(A) The Authority will make reasonable provisions to ensure satisfactory and continuous service but does not guarantee a continuous supply of electrical energy and shall not be liable for damage occasioned by interruptions of service or failure to commence delivery caused by an act of God, or the public enemy, or for any cause reasonably beyond the Authority's control, including, but not limited to, the failure or breakdown of generating or transmitting facilities, floods, fire, strikes or action or order of any agency having jurisdiction over the premises, or for interruptions that the Authority deems necessary for the inspection of, repair to, or changes to the Authority's facilities.

(B) Nothing herein shall be construed as restricting in any way the Authority's right to interrupt service to the Customer as the Authority may deem necessary or appropriate to facilitate inspection of, repair to, or changes to the Authority's facilities consistent with Prudent Utility Practice; provided, however, that the Authority shall use its reasonable best efforts, when practicable, to provide the Customer with advance notice of such interruptions and to coordinate with the Customer the times of such interruptions. In any event, failure of the Authority and the Customer to agree upon the time of such an interruption shall not restrict the Authority from proceeding therewith as the Authority deems necessary.

(C) The Customer shall provide written notification to the Authority immediately of any defects, trouble or accident which may in any way affect the delivery of power by the Authority to the Customer.

(D) Notwithstanding any provisions of Schedule L to the contrary, the Customer shall not be liable for any charges under this Schedule for any period during which he is unable to accept electric service due to strikes, fire, floods, or act of God or the public enemy.

(E) Both the Customer and the Authority shall use all due diligence in removing any causes which prevent the delivery or use of electrical power and energy hereunder.

(F) Any claims against the Authority resulting from an interruption of service shall be governed by the terms, conditions and limitations of the South Carolina Tort Claims Act, and any recovery in such claim shall not include indirect or consequential damages.

Section 10. Indemnity

All electrical power and energy provided for hereunder shall be the property of the Customer upon passing the Delivery Point(s) and the Customer shall have sole responsibility for the use, misuse or presence of said power and energy on the Customer's side of the Delivery Point(s). The Customer will indemnify and hold the Authority harmless from all claims, loss or expense arising from, or in any way connected with, the presence, use or misuse of electrical power and energy on the Customer's side of the Delivery Point(s).

Section 11. Determination of Contract Demands

The maximum amount, or amounts, of electric power and energy that the Authority agrees to sell, and that the Customer agrees to purchase at each Delivery Point (the Customer's "Contract Demand(s)") initially shall be set forth in the Delivery Point Specification Sheet for such Delivery Point. The initial establishment of, and subsequent changes to, such Contract Demand(s) shall be made only pursuant to the applicable provisions of Schedule L; provided, however, that the Authority reserves the right to require, for any Customer or potential Customer having a load of greater than 100,000 kW, notice requirements for changes in that Customer's Contract Demands(s) longer than those set forth in Schedule L.

Section 12. Term of Contract

(A) The Service Agreement, terminating on its effective date all prior agreements between the parties, shall become effective on the date specified therein, and shall remain in effect for an initial term of five (5) years, and thereafter for additional terms of two (2) years such, unless terminated by written notice of such intention from either party to the other at least one (1) year prior to the expiration date of the initial term or subsequent term; provided, however, that in no event shall the Service Agreement expire prior to (i) the expiration of the initial term as outlined above, or (ii) the reduction of the Customer's Contract Demand(s) to zero in the manner or manners specified in Schedule L. Nothing herein contained shall in any way bar the right of the Authority to collect any sums due it at the termination of the prior agreements.

If the Customer discontinues operations prior to the expiration of the initial term of the Service Agreement, or any subsequent term, or defaults under this Service Agreement in any respect and the Authority terminates the Service Agreement as a result of such default, the Customer agrees to pay to the Authority, on demand, a sum equal to the cumulative total of the Minimum Monthly Bills, as determined under Schedule L, for the remainder of the term of the Service Agreement, or any subsequent term.

(B) "Contract Year" shall be a twelve-month period beginning on the earlier of (i) the anniversary of the date service is initiated or (ii) the anniversary of the effective date of the Service Agreement.

(C) Schedule L and these General Terms and Conditions may be amended or revised by the Authority from time to time, in whole or in part, to reflect changed conditions, and when so amended or revised shall become effective as to all customers receiving service hereunder.

Section 13. Waiver

Any failure at any time by the Authority or the Customer to enforce a provision of Schedule L, these General Terms and Conditions, or the Service Agreement, shall not constitute a waiver by such party of said provision.

Section 14. Other Contracts

(A) Notwithstanding any other provision of Schedule L or these General Terms and Conditions to the contrary, an existing contract between the Authority and a Customer for the provision of service to such Customer pursuant to the Authority's Large Light and Power Rate Schedule that is in effect on the effective date of these General Terms and Conditions shall continue in full force and effect until its expiration. Such existing contract shall be deemed to constitute the Service Agreement between the Customer and the Authority hereunder until its expiration. In the event any provision of these General Terms and Conditions or Schedule L conflicts with a provision of such existing contract, the provision of the contract shall prevail.

(B) Upon the expiration of an existing contract between a Customer and the Authority, as described in the foregoing paragraph, continued service to such Customer shall be wholly subject to Schedule L and these Terms and Conditions.

(C) The establishment of a new Delivery Point, or the substantial modification of an existing Delivery Point, for a Customer having an existing contract, as described in the foregoing two paragraphs, shall require the termination of such existing contract and the execution of a new Service Agreement of the form specified in Exhibit I hereto.

(D) The terms and conditions of service to a Customer at a Delivery Point or Delivery Points under any rate schedule(s) or contract(s) other than Schedule L shall be unaffected by the terms of Schedule L and these General Terms and Conditions and shall be governed solely by the terms of such other rate schedule(s) or contract(s). The terms and conditions and service to each Delivery Point pursuant to Schedule L shall be governed solely by the provisions of Schedule L and these General Terms and Conditions and shall be unaffected by service, if any, to a Delivery Point or Delivery Points under any other rate schedule(s) or contract(s) between the Customer and the Authority.

(E) Acceptance of service under Schedule L without the benefit of an executed Service Agreement or another formal, written contract between the Customer and the Authority will bind the Customer to all terms and conditions of Schedule L and these General Terms and Conditions the same as if a formal written contract had been executed. In such event, all obligations hereunder shall begin on the date of such acceptance of service and shall continue for an initial term of five (5) years and thereafter for additional terms of two (2) years each, unless and until terminated at the end of such initial term or any additional term by no less than one (1) year's advance written notice of termination from either party to the other.

Adopted August 24, 2009
Effective for service rendered on and after November 1, 2009

Supersedes:
Schedule L-96, Attachment A, Effective April 1, 1996

Exhibit I

**SOUTH CAROLINA PUBLIC SERVICE AUTHORITY
SERVICE AGREEMENT FOR LARGE POWER ELECTRIC SERVICE**

This Agreement made and entered in this _____ day of _____, 20____, by and between the South Carolina Public Service Authority, hereinafter referred to as "the Authority", and _____, hereinafter referred to as the "Customer."

WITNESSETH:

That in consideration of the mutual covenants and agreements herein contained, the Authority and the Customer covenant and agree with each other as follows:

1. The Authority shall sell and deliver to the Customer, and the Customer shall purchase and receive from the Authority, the Customer's full requirements for electric service at the Delivery Point(s) specified in the respective Delivery Point Specification Sheets attached to this Service Agreement. Each such Delivery Point Specification Sheet shall, upon its execution, be a part of this Service Agreement, and shall include the service specifications for the provision of service at the corresponding Delivery Point.
2. A change in the service specifications at a Delivery Point shall require a new Delivery Point Specification Sheet to be executed to replace the previous Delivery Point Specification Sheet for that Delivery Point.
3. This Service Agreement adopts and incorporates by reference all of the provisions of the Authority's Large Light and Power Rate Schedule L-09 and all riders thereto (collectively, "Schedule L"), and its associated General Terms and Conditions, as such Schedule L and General Terms and Conditions may be changed from time to time.
4. The Customer shall pay the Authority monthly for electric service rendered hereunder pursuant to the applicable Rate Schedule and in accordance with the billing and payment provisions of Schedule L and the General Terms and Conditions.
5. This Service Agreement may not be assigned by either Party without the prior written consent of the other Party, provided, however, such consent shall not be unreasonably withheld.
6. If any provision of this Service Agreement is inconsistent with any provision of any applicable rate schedule or associated riders, the provisions of this Service Agreement shall prevail.
7. Subject to the provisions hereinbefore contained, this contract shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the Authority and the Customer have caused this Service Agreement for the Large Power Electric Service to be executed in duplicate in their names by their respective duly authorized officials, as of the day and year first above written.

ATTEST:

SOUTH CAROLINA PUBLIC SERVICE AUTHORITY

BY: _____

BY: _____

ATTEST:

_____ **(CUSTOMER)**

BY: _____

BY: _____

Exhibit II

**SOUTH CAROLINA PUBLIC SERVICE AUTHORITY
SERVICE AGREEMENT FOR LARGE POWER ELECTRIC SERVICE
DELIVERY POINT SPECIFICATION SHEET**

1. Electric Service Supplied to:
2. Delivery Point Information:
 - (a) Name:
 - (b) Description:
 - (c) Location:
3. Original Effective Date of Delivery Point:
4. Effective Date of this Specification Sheet:
5. Contract Demand(s):
 - (a) Firm Power Contract Demand:
 - (b) Supplemental Power Contract Demand:
 - (c) Interruptible Power Contract Demand:
 - (e) Economy Power Contract Demand:
 - (f) Standby Power Contract Demand
6. Electric Service Supplied: ___ volts (nominal) ___ Phase
7. Metering Data:
 - (a) Metered Voltage:
 - (b) Location:
 - (c) Compensation:
8. Provisions for Special Facilities or Conditions:

IN WITNESS WHEREOF, the Authority and the Customer have each caused this Delivery Point Specification Sheet, which is to be incorporated into the Service Agreement for Large Power Electric Service, dated _____, to be executed in their names by their respective duly authorized officials on this ___ day of _____, 20__.

ATTEST:

SOUTH CAROLINA PUBLIC SERVICE AUTHORITY

BY: _____

BY: _____

ATTEST:

_____ **(CUSTOMER)**

BY: _____

BY: _____