

AGREEMENT FOR ELECTRICAL SERVICE AND LINE EXTENSION
PERMANENT SERVICE/MINIMUM USE)

THIS AGREEMENT, made entered into this 25 day of April, 2002 between **MT. WHEELER POWER INC.**, a Nevada corporation, hereinafter called "Mt. Wheeler Power", and **R.A. GALE**, hereinafter called "Applicant".

Mt. Wheeler Power and the Applicant hereby agree as follow:

1. The Applicant hereby applies to Mt. Wheeler Power for electric service to be supplied at the location herein and agrees to be bound to Mt. Wheeler Power's Articles of Incorporation, Bylaws and Rates, Rules and Regulations, as the same are now in effect or as and hereafter adopted or amended.
3. Applicant agrees to abide by Mt. Wheeler Power's regulations and policies in regard to the connection of the Applicant's electrical facilities to Mt. Wheeler Power's facilities. Applicant agrees that Mt. Wheeler Power shall have the right to inspect Applicant's facilities to insure they comply with Mt. Wheeler Power's regulations and policies which are applicable to health, safety and welfare codes, as well as local, state and federal laws and regulations.
4. This application is for permanent service at the following described property owned or controlled by the applicant, located in the County of EUREKA, State of NEVADA, to wit: N. DIAMOND VALLEY the purpose for serving STOCK WELL. The service shall be <1> SINGLE phase, <3> THREE wire, <60> sixty hertz and at <120/240> volts.
4. In order to provide such service, it will be necessary for Mt. Wheeler Power to extend their electrical lines estimated 0 feet) and provide other facilities at a total estimated construction cost of \$ 1,000 of which \$ ZERO is refundable.
5. The estimated cost of preliminary engineering services is \$ZERO.
6. The service will be contingent upon Mt. Wheeler Power obtaining or being provided with the necessary easements and right-of-ways for said line extension and the Applicant's compliance with the terms and conditions of this Agreement.
7. The cost of line extension shall be the total of all necessary expenditures including all construction and related costs. The design and routing shall be at the option and discretion of Mt. Wheeler Power.
8. The estimated cost of construction of the line extension and facilities, a portion of the cost of the line extension that Mt. Wheeler Power may bear, if any, and the cost of the line extension to be paid by the Applicant shall be determined by Mt. Wheeler Power's Engineering Department, in accordance with Mt. Wheeler Power's Rules, Regulations and Rule No. 9.
9. The Applicant's non-refundable contribution in aid to construction shall be \$ ZERO.
10. The minimum bill shall be <\$85.58> per month for <12> months. Applicant hereby agrees and guarantees payment of that monthly minimum bill.
11. This Agreement shall become effective on the date above written and shall remain in effect for <12> months following the date that service is available to the Applicant.
12. In the event cost of such extension and facilities exceed the above estimated cost, the Applicant agrees to pay Mt. Wheeler Power the amount of such excess within (10) ten days of presentation of a statement thereon. In the event the estimated costs exceeds the cost of such extension Mt. Wheeler Power will refund such excess payment, or release the excess bond proceeds, if any, to the Applicant upon completion of the work. Refund and minimums shall be adjusted to and be based upon actual costs.
13. The line extension provided for herein and all facilities appurtenant thereto shall be the property of Mt. Wheeler Power and will be maintained at Mt. Wheeler Power's expense. The Applicant shall never

17. The contract, all, at times, be subject to such changes or modifications required by any regulatory agency of Mt. Wheeler Power as said agency may from time to time direct in the exercise of their jurisdiction.
18. If the Applicant shall fail to make any payment required when such payment is due, Mt. Wheeler Power may discontinue service to the applicant and such discontinuance of service shall not relieve the Applicant of their obligations under this Agreement.
19. If any default made in the payment of any sum due hereunder, or termination of the agreement is not satisfied within ~~(10) ten~~ days of the date of mailing of written notice, certified mail return receipt requested to last address of Applicant as set forth on the books of the Utility, then without further notice or demand, the total balance due pursuant hereto and any accrued interest thereon shall, at Mt. Wheeler's option, become immediately due and payable. In the event suit is instituted, the prevailing party shall be entitled to their attorney fees and court costs.
20. Mt. Wheeler Power shall use reasonable diligence to provide a constant and uninterrupted supply of electric power and energy hereunder. If the supply of electrical power and energy shall fail or be interrupted, or become defective through an act of God, Governmental authority, action of the elements, public enemy, accident, vandalism, strikes, labor trouble, required maintenance work, inability to see right-of-way, or any other cause beyond the reasonable control of Mt. Wheeler Power. Mt. Wheeler Power shall not be liable therefore or for the damages caused thereby.
21. The initial bill period shall start on the first day that service is available. Per Policy No. 6.6, all bills for service are due and payable within ~~(15) fifteen~~ days from the date of the bill and shall be paid at any Mt. Wheeler Power, Inc. office, or its headquarters located at P.O. Box 1110, 1600 Great Basin Blvd., Ely, Nevada 89301.
22. The Applicant will pay Mt. Wheeler Power for service hereunder at the rate and upon the terms and conditions set forth in Rate Schedules as amended from time to time.
23. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Applicant and Mt. Wheeler Power.
24. All notices to be given under this Agreement shall be mailed, certified mail, return receipt requested, and delivered, to Mt. Wheeler Power, Inc., at P.O. Box 1110, 1600 Great Basin Blvd., Ely, Nevada 89301; and, to the Applicant at the address for Applicant as set forth by Applicant's signature at the end of this Agreement.
25. Failure of either party to enforce any of the provisions of this Agreement shall not be construed as waiver, or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of the Agreement.
26. If any portion of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If the Court finds a provision of this Agreement is invalid or unenforceable, but that by limiting such provision, it will become valid and enforceable, then such provision shall be deemed to be written, construed and enforced is so limited.
27. This lease shall be construed in accordance with the laws of the State of Nevada. Venue for any dispute under the terms of this Agreement shall be in White Pine County, State of Nevada.
28. This Agreement contains the entire Agreement of the parties and there are no other promises or conditions in any other Agreement, oral or written. This Agreement may only be modified or amended in writing, if both parties to this Agreement sign the writing.

APPLICANT:

ART + FRANCES GALE
Applicant's Business Name

Frances Gale
Applicant's Signature

HC62-176 Eureka 89316
Address of Applicant

STATE OF Nevada

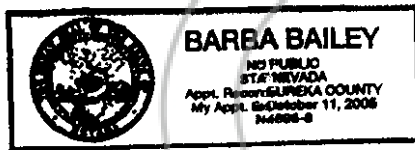
COUNTY OF Eureka

This instrument was acknowledged

before me on April 3, 2002

by Art + Frances Gale.

Barbara Bailey
Notary Public



Received by Billing Department

5909950
Location

Rev 12/14/01
jrm/gw

det = 2008/06
'SUC'

UTILITY:

Mt. Wheeler Power, Inc.

Gayle Woodward
Mt. Wheeler Power Representative

TRAILER ENGINEER
Title

Work Order No. 4-2-084

STATE OF Nevada

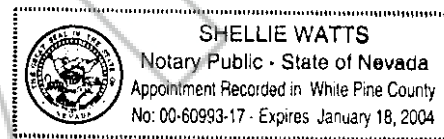
COUNTY OF WHITE PINE

This instrument was acknowledged

before me on April 25, 2002

by Gayle Woodward.

Shellie Watts
Notary Public



Account # _____