

ELECTRIC SERVICE REGULATION NO. 3 – Continued

5. RENEWAL AND TERMINATION OF SERVICE AGREEMENTS

At the expiration of the term stated in the Service Agreement or contract, or any renewal thereof, or any extended term thereof, the agreement or contract shall remain valid from month to month unless either the Company or the Customer provides 30 days notice in writing of its desire to terminate such agreement, unless otherwise provided for in the agreement or contract.

6. CUSTOMER'S RIGHT TO CANCEL AGREEMENT

Where the Customer entirely suspends operations during the Agreement period with the intention to permanently abandon them, the Customer's obligation to take service pursuant to the Agreement may be suspended by written notice to the Company not less than 90 days before the effective date of such proposed suspension of service, unless otherwise provided in the applicable Electric Service Schedule or in the Electric Service Agreement. No such suspension of service shall release the Customer from his/her obligation under any term minimum guarantees based on special investment made by the Company to serve the Customer. If after a suspension of service pursuant to this regulation, the Customer shall thereafter resume operations within the original Agreement period, at the option of the Company the Agreement may be renewed for the remainder of the Agreement period and for an extended period equal to that during which operations were suspended. If the discontinuance by the Customer is a breach of the Service Agreement, the right of the Company to collect the sums mentioned herein shall be in addition to all other rights it may have on account of such breach.

7. DEFAULT BY CUSTOMER

For any default or breach by the Customer of a Service Agreement, including failure to pay bills promptly, the Company in addition to all other legal remedies, may terminate the Service Agreement or suspend the supply of service in accordance with Electric Service Regulation No. 10. Subsequent to the termination or suspension of service and following the due and payable period of the Customer's closing bill, the Customer will be responsible for any reasonable costs associated with the collection of unpaid accounts, including but not limited to: court costs, attorney's fees and/or collection agency fees. If an applicant with a recoverable balance assigned to a collection agency requests new service, and if their application is approved and all required charges are paid, the Company will cancel the collection agency assignment and transfer the remaining debt to the customer's current account, so long as legal action has not been initiated by the collection agency. The collection agency will not assess a fee to the customer when a past due balance is transferred to the customer's current account.

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