

PSC NO. 3 GAS
St. Lawrence Gas Company, Inc.
Initial Effective Date: 06/04/2004

Leaf: 231
Revision: 0
Superseding Revision:

GENERAL INFORMATION

2. General Rules, Regulations, Terms and Conditions: (Cont'd)

XV. Forms: (Cont'd)

K. Form of Gas Transportation Service Agreement (Cont'd)

ARTICLE XIII – NOTICE OR COMMUNICATIONS

13.1 Subject to the express provisions of this Service Agreement all communications provided for or permitted hereunder shall be in writing, personally delivered to an officer or other responsible employee of the addressee or sent by registered mail, charges prepaid, telecopy or other means of recorded telecommunication, charges prepaid, to the applicable telecommunications number as set forth in any applicable Schedule in Appendix A or as changed in accordance with this section provided that no communication shall be sent by mail at any time when a postal strike or other disruption of the postal service is threatened, pending or ongoing. Any communications so personally delivered shall be deemed to have been validly and effectively received on the date of such delivery. Any communication so sent by telecopier or other means of telecommunication shall be deemed to have been validly and effectively received on the day on which it is sent. Any communications so sent by mail shall be deemed to have been validly and effectively received on the third Business Day following the day on which it is post marked.

Communications to the parties hereto shall be directed as provided for in any Schedule to Appendix A hereto.

Each party may from time to time change its address or any nominee, telephone number or telecopier number for the purpose of this section by giving notice of such change to the other party in accordance with this section.

ARTICLE XV – EXECUTION OF DOCUMENTS

14.1 Each party to this Service Agreement and its successors and assigns shall execute, acknowledge or verify, and deliver any and all documents which from time to time may be reasonably requested by the other party to carry out the purposes and intent hereunder.

ARTICLE XV – NON-WAIVER

15.1 No failure by either party to insist upon compliance with any term of this Service Agreement, to exercise any option, enforce any right, or seek any remedy upon any default of the other party shall affect, or constitute a waiver of, the party's right to insist upon such strict compliance, exercise that option, enforce that right, or seek that remedy with respect to the default or any prior, contemporaneous, or subsequent default; nor shall any custom or practice of the parties at variance with any provisions of this Service Agreement affect, or constitute a waiver of, any party's right to demand strict compliance with all provisions hereunder.