

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

Leaf: 227
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)

8.5 Customer acknowledges and agrees that it can accommodate any total or partial interruption of gas service by company and that company shall have no liability for any loss arising from any such interruption of gas service.

8.6 Any gas received by company from customer at the Point of Receipt in a period throughout which service to the Customer's Location is interrupted, curtailed or discontinued pursuant to this Article VIII shall be purchased by company from customer at the rate designated in Service Classification No. 4 of the tariff. For these purposes the gas delivered to the Point of Receipt shall be deemed to have been delivered at a constant rate of flow throughout the Day and the period throughout which service is interrupted or discontinued on a Day shall be determined by company acting reasonably.

ARTICLE IX – PRIORITY OF SERVICE

9.1 In the event of actual or threatened shortage of gas due to circumstances beyond the control of company, or when curtailment or discontinuance of supply is ordered by an authorized governmental agency, customer shall at the direction of company, curtail or discontinue use of gas during the period specified by company (by notice to customer made or given by telephone, electronic or other communication device and if given orally shall be confirmed in the same day in writing by way of telecopier or other written instrument) so as to safeguard the health and safety of the public. Company shall not be liable for any loss of production or for any damages whatsoever by reason of any such curtailment or discontinuance or because of the length of advance notice given directing such curtailment or discontinuance.

ARTICLE X – DELIVERY, POSSESSION, TITLE AND COMMINGLING

10.1 Customer shall be deemed to be in control and possession of gas that is the subject matter of this Service Agreement (other than gas purchased from company) until it shall have been received by or for the account of company at the Point of Receipt, after which company shall be deemed to be in control and possession thereof until it is delivered to the Point of Delivery, after which customer shall be deemed to be in control and possession thereof. Customer shall bear the full cost and expense for transporting, as well as full and complete liability and responsibility for the gas to the Point of Receipt and shall bear full and complete liability and responsibility for gas that is delivered to the Point of Delivery.