

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

Leaf: 230
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 XII – GOVERNMENTAL REGULATION

12.1 This Service Agreement is subject to the maintenance of appropriate Required Orders. In addition, this Service Agreement is subject to present and future valid orders, rules and regulations of duly constituted governmental authorities (including, without limitation, local, state, federal and any other regulatory authority) having jurisdiction or control over the parties, their facilities, gas supply, the sale, purchase, or transportation of gas or this Service Agreement or any provision hereof.

12.2 Except as provided in section 12.4, customer shall promptly endeavor to obtain or cause to be obtained all Required Orders. Customer shall provide true copies of all Required Orders (other than those contemplated in section 12.4) to company.

12.3 Customer shall comply with the terms of all Required Orders and shall use its best efforts to maintain the same in full force and effect throughout the term. Company will comply with Required Orders of the New York Public Service Commission and will use its best efforts to maintain the same in full force and effect throughout the term.

12.4 Company shall promptly endeavor to obtain any Required Order as relates to gas to be dealt with under this Service Agreement after it is delivered to company at the Point of Receipt.

12.5 Company shall not be required to perform its obligations hereunder, other than under section 12.4, at any time or in any period

- a) when or in respect of which any Required Order is not in effect;
- b) prior to company actually receiving an original or a true copy of every Required order necessary at such time;
- c) prior to company receiving a duplicate original copy of this Service Agreement which has been duly executed by or on behalf of all the parties thereto;
- d) on the day (the "Reference Date") which includes a time contemplated in any of subparagraphs 12.5 (a), (b) or (c) or on any day thereafter which precedes the second Business Day to follow the Reference Date.

In this section 12.5 "Business Day" means a day on which the offices of company are open to the public during normal business hours for the conduct of business in the normal course.

Company may by notice to customer terminate this Service Agreement if all Required Orders are not obtained, and an original or true copy of all Required Orders is not actually received by company before the end of a Suspension Period.