

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

Leaf: 239
Revision: 0
Superseding Revision:

GENERAL INFORMATION

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

XV. Forms: (Cont'd)

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

7.0 RECALL RIGHTS

7.1 The parties to this Agreement acknowledge that at any time one or more parties may wish to change Agents or may wish to have Company supply such parties' natural gas requirements. In such event, Company shall have the right to recall from Agent such volume of Reserved Capacity as Company shall require (as determined from such Customers' Annual Transportation Volume as set out in Schedule A) for transmission of Customers' natural gas requirements.

7.2 Any capacity recalled from Agent shall be assigned by Company to Customers or to Customers' new Agent, if Customers so direct, or in the alternative shall be used by Company to transport such volume of gas as is required for Company's resale to Customers.

7.3 Any changes required as discussed in 7.1 and 7.2 above shall be effective no sooner than 60 days from receipt of a written notice properly given pursuant to this Agreement and shall only be effective as of the regularly scheduled meter reading date following receipt of next such notice.

8.0 BANKED GAS ACCOUNT

8.1 In accordance with Company's Tariff, Company shall maintain a Banked Gas Account in Agent's name to record differences between the volumes of gas delivered by Agent on behalf of Customers and the volumes of gas consumed by Customers.

8.2 With respect to Customers whose meters are not read as at the end of a month, each year of service shall be deemed to run from the date of the regularly scheduled meter reading immediately succeeding the date of this Agreement to the date of the regularly scheduled meter reading immediately succeeding the termination date of this Agreement.

8.3 Agent shall be responsible to Company for the settlement of any debit imbalance as provided in Company's Tariff.

8.4 Company shall pay Agent in respect to any credit imbalance as provided in Company's Tariff.