

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

Leaf: 236  
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)

3.5 Company does hereby accept Customers' appointment of Agent as their Agent to act on their behalf, including with respect to but not limited to, their rights and obligations under this Service Agreement in connection with Company's transportation of Customers' or Agent's gas.

3.6 Agent hereby represents and warrants to Company as follows:

- i. Agent is the duly appointed Agent of Customers whose names and Service Locations are set out in Schedule A hereto and, in such capacity, is entitled to enter into this Agreement and to act on behalf of Customers hereunder; and
- ii. Company is entitled to rely on anything done or any document signed by Agent in respect of this Agreement as if the action had been taken or the document had been signed by Customers.

#### 4.0 BASIC AGREEMENT

4.1 On the Date of First Deliveries and on each Day during the Term of this Agreement:

- i. Unless otherwise advised by Company by notice given to Agent, Agent shall Nominate and deliver to Company and Company shall receive from Agent at the Point of Receipt the aggregated Daily Transportation Volume required by Customers;
- ii. Company shall transport for such Day from the Point of Receipt to each of Customers' Service Locations (the Point of Delivery), or otherwise make available, Customers' natural gas requirements at the Point of Delivery for such Day. Customers shall receive such gas from Company at such Point(s) of Delivery, all in accordance with Company's Tariff.

4.2 For any contract year, Company shall only be responsible to Customers for the redelivery of volumes of gas received, net of volumes retained in respect to Lost and Unaccounted For Gas.

4.3 Customers agree to pay Company for transportation services provided hereunder in accordance with this Service Agreement and with the Service Classification of Company's Tariff, the provisions of which are incorporated herein and made a part hereof by reference, as set out in Schedule A hereto in conjunction with each of Customers' names.

4.4 Subject to the conditions set forth in 4.5 below, Company hereby contracts with Agent to transport \_\_\_\_\_ Gigajoules per day (Reserved Capacity) of Customers' or Agent's gas utilizing Company's rights under its agreement(s) with its provider(s) ("Provider") of pipeline capacity.