

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

Leaf: 253
Revision: 0
Superseding Revision:

GENERAL INFORMATION

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

XV. Forms: (Cont'd)

N. Form of Temporary Partial Assignment Firm Transportation (FT) Service Contract (Cont'd)

7. Assignee shall be entitled to sub-assign all or part of the service entitlement related to the Assigned Volume, together with the corresponding rights and obligations under the FT Contract, to a third party by assigning the corresponding rights and obligations under this Assignment; provided that no such assignment will relieve Assignee of its obligations to Assignor hereunder without Assignor's prior written consent, which shall not be unreasonably withheld, nor will any such assignment affect Assignor's obligation to TransCanada referred to in paragraph 6. Assignee shall promptly give Assignor and TransCanada a copy of each such sub-assignment.

8. Notwithstanding anything to the contrary herein set forth or implied, Assignor reserves and retains for itself exclusively any option or right to renew or otherwise extend the operative term of the FT Contract.

9. Assignor represents and warrants to Assignee that, using its service entitlement under the Transportation Service Agreement made 30 October 1992 with Niagara Gas Transmission Limited, Assignor will receive gas from TransCanada, up to the Assigned Volume, for Assignee's account at the Cornwall Delivery Point, for transportation and delivery to Assignor's distribution system.

10. Assignee represents and warrants to Assignor as follows:

- a. Assignee and/or its supplier(s) has (have) obtained the authorizations necessary for the lawful removal of gas from Alberta and/or another province of production, export of gas from Canada, and import of gas into the United States of America at the level of the Assigned Volume during the operative term of this Assignment, as indicated in Exhibit 1 hereto; and
- b. Assignee and/or its supplier(s) has (have) arranged a firm transportation service entitlement corresponding to the Assigned Volume with NOVA Gas Transmission Ltd. and/or any other upstream transporter during the operative term of this Assignment.