

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

Leaf: 235
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)

THE PARTIES AGREE AS FOLLOWS:

1.0 GENERAL

1.1 Headings contained in this Service Agreement are inserted for convenience of reference only and shall not affect the construction or interpretation of this Service Agreement.

1.2 Words and phrases having specialized meanings in the context of this Agreement are recognizable by the first letter of such word or of such words in a phrase being capitalized. Such words and phrases are defined herein or in Company's Tariff, P.S.C. No. 3 - Gas.

2.0 INCORPORATION OF TARIFF

2.1 This Service Agreement is made pursuant to Company's Tariff, P.S.C. No. 3 - Gas ("Tariff"), on file with the New York State Public Service Commission ("NYSPSC"), as modified and amended from time to time, and the terms and conditions specified in such Tariff as they may pertain to this Service Agreement are expressly incorporated herein by reference.

3.0 AGENCY RELATIONSHIP

3.1 Customers do hereby appoint and duly constitute Agent as their representative (Agent) to act on their behalf, including but not limited to, acting in respect to their rights and obligations under this Service Agreement for transportation of Customers' or Agent's gas by Company. Customers agree that Agent shall perform all nominating, scheduling, and all other gas control functions specified in Company's Tariff.

3.2 Company shall be entitled to deal exclusively with Agent in respect to the rights and obligations of Customers under this Service Agreement.

3.3 Agent does hereby accept appointment as Customers' Agent to act on their behalf in respect to the rights and obligations of Customers under this Service Agreement.

3.4 Agent, by executing this Service Agreement, agrees to be bound by all applicable provisions of Company's Tariff for gas services. In the event Agent commits any material breach of the terms and conditions of such Tariff or this Service Agreement, Company reserves the right to refuse to receive further deliveries of gas from Agent.