

FORM OF TRANSPORTATION SERVICE AGREEMENT
(For Use Under Transporter's Rate Schedules FT, EFT, LFT, and IT)

This Transportation Service Agreement (Agreement) is entered into by Great Lakes Pipeline Canada Ltd. (Transporter) and _____ (Shipper).

WHEREAS, Shipper has requested Transporter to transport Gas on its behalf and Transporter represents that it is willing to transport Gas under the terms and conditions of this Agreement.

NOW, THEREFORE, Transporter and Shipper agree that the terms below constitute the transportation service to be provided and the rights and obligations of Shipper and Transporter.

1. EFFECTIVE DATE:
2. CONTRACT IDENTIFICATION:
3. RATE SCHEDULE:
4. PROVINCE/STATE OF INCORPORATION:
5. TERM:

Right of First Refusal:

(whichever option is applicable)

In accordance with Section 5.13, paragraph (a), of the General Terms and Conditions of Transporter's Gas Tariff; (or)

In accordance with Section 5.13, paragraph (b), of the General Terms and Conditions of Transporter's Gas Tariff; (or)

Not Applicable to this Agreement.

For Rate Schedule IT only: _____ to _____, and then month to month thereafter unless terminated by either party, upon a minimum of thirty (30) days written notice.

For Rate Schedule LFT only: During the term stated above, Service to Shipper shall be Unavailable on _____ Gas Days.

6. EFFECT ON PREVIOUS CONTRACTS:

This Agreement supersedes, cancels and terminates, as of the effective date stated above, the following contract(s): (If applicable)

7. MAXIMUM DAILY QUANTITY (GJ/Day):

Please see Appendix A for further detail.

For Rate Schedule EFT only:

MAXIMUM HOURLY QUANTITY (GJ/Hour):

Please see Appendix A for further detail.

8. RATES:

Unless Shipper and Transporter have agreed to a rate other than the maximum rate, rates shall be Transporter's maximum rates and charges plus all applicable surcharges in effect from time to time under the applicable Rate Schedule (as stated above) on file with the NEB unless otherwise agreed to by the parties in writing. Provisions governing a rate other than the maximum shall be set forth in this Paragraph 8.

9. POINTS OF RECEIPT AND DELIVERY:

The primary receipt and delivery points are set forth on Appendix A.

10. INCORPORATION OF TARIFF INTO AGREEMENT:

This Agreement shall incorporate and in all respects be subject to the "General Terms and Conditions" and the applicable Rate Schedule (as stated above) set forth in Transporter's Gas Tariff, as may be revised from time to time.

11. MISCELLANEOUS:

No waiver by either party to this Agreement of any one or more defaults by the other in the performance of this Agreement shall operate or be construed as a waiver of any continuing or future default(s), whether of a like or a different character.

Any controversy between the parties arising under this Agreement and not resolved by the parties shall be determined in accordance with the laws of the Province of Alberta.

12. OTHER PROVISIONS (As necessary):

It is agreed that no personal liability whatsoever shall attach to, be imposed on or otherwise be incurred by any partner, agent, management official or employee of the Transporter or any director, officer or employee of any of the foregoing, for any obligation of the Transporter arising under this Agreement or for any claim based on such obligation and that the sole recourse of Shipper under this Agreement is limited to assets of the Transporter.

Upon termination of this Agreement, Shipper's and Transporter's obligations to each other arising under this Agreement, prior to the date of termination, remain in effect and are not being terminated by any provision of this Agreement.

Transporter and Shipper agree that, pursuant to Section 5.2.1, paragraph (g), of the General Terms and Conditions, this Agreement is subject to a Reduction Option as herein described: (if applicable)

Pursuant to Section 5.14, paragraph 2, of the General Terms and Conditions, Transporter will make a Contribution in Aid of Construction subject to the terms and conditions as herein described: (if applicable)

13. NOTICES AND COMMUNICATIONS:

All notices and communications with respect to this Agreement shall be in writing by mail, e-mail, or fax, or other means as agreed to by the parties, and sent to the addresses stated below or to any other such address(es) as may be designated in writing by mail, e-mail, or fax, or other means similarly agreed to:

ADMINISTRATIVE MATTERS
Great Lakes Pipeline Canada Ltd.
TransCanada Tower
Customer Service
450 – 1st Street S.W.
Calgary, Alberta
T2P 5H1

Shipper's Name and Address:

Attn:

AGREED TO BY:

GREAT LAKES PIPELINE
CANADA LTD.

Shipper:

By: Great Lakes Pipeline Canada Ltd.

By: _____

By: _____

Title: _____

Title: _____

By: _____

By: _____

Title: _____

Title: _____

APPENDIX A
CONTRACT IDENTIFICATION:

Date:
Supersedes Appendix Dated:

Shipper:

Maximum Daily Quantity (GJ/Day) per Location and (For Rate Schedule EFT only) Maximum Hourly Quantity (GJ/Hour) per Location:

<u>Begin Date</u>	<u>End Date</u>	Point of Primary <u>Receipt</u>	Point of Primary <u>Delivery</u>	<u>MDQ</u>	For Rate Schedule EFT only: <u>MHQ</u>
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