

**FORM OF PARK AND LOAN SERVICE AGREEMENT**  
(For Use Under Transporter's Rate Schedule PAL)

This Park and Loan Service Agreement (PAL Service Agreement) is entered into by Great Lakes Pipeline Canada Ltd. (Transporter) and \_\_\_\_\_ (Shipper).

WHEREAS, Shipper has requested Transporter to provide Park and Loan (PAL) Services and Transporter represents that it is willing to provide such PAL Services under the terms and conditions of this PAL Service Agreement.

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

1. EFFECTIVE DATE:
2. CONTRACT IDENTIFICATION:
3. PROVINCE/STATE OF INCORPORATION:
4. TERM:  
\_\_\_\_\_ to \_\_\_\_\_, and then month to month thereafter unless terminated by either party, upon a minimum of thirty (30) days written notice.
5. EFFECT ON PREVIOUS CONTRACTS:  
This PAL Service Agreement supersedes, cancels and terminates, as of the effective date stated above, the following contract(s): (If applicable)
6. MAXIMUM DAILY QUANTITY (GJ/Day)
7. MAXIMUM QUANTITY (GJ):
8. RATES:  
Unless Shipper and Transporter have agreed otherwise in writing, rates shall be Transporter's maximum rates and charges plus all applicable surcharges as set forth under Rate Schedule PAL in the Statement of Rates of Transporter's Gas Tariff. Provisions governing a rate other than maximum shall be set forth in this Paragraph 8.
9. POINTS OF RECEIPT AND DELIVERY:  
Shipper may nominate any receipt or delivery point on Transporter's system as a PAL Point under this rate schedule.

**10. INCORPORATION OF TARIFF INTO AGREEMENT:**

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

**11. MISCELLANEOUS:**

No waiver by either party to this PAL Service Agreement of any one or more defaults by the other in the performance of this PAL Service 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 PAL Service 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 PAL Service Agreement or for any claim based on such obligation and that the sole recourse of Shipper under this PAL Service Agreement is limited to assets of the Transporter.

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

Pursuant to Section 4.5.2, paragraph (i), of Rate Schedule PAL, failure by Shipper to comply with notice from Transporter to remove and/or return Gas within the time frame specified may result in the termination of Shipper's PAL Service Agreement.

**13. NOTICES AND COMMUNICATIONS:**

All notices and communications with respect to this PAL Service Agreement shall be in writing by mail, e-mail, or fax, or other means 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:

**Transportation Tariff**

**Great Lakes Pipeline Canada Ltd.**

Form of Park and Loan Service Agreement

ADMINISTRATIVE MATTERS  
Great Lakes Pipeline Canada Ltd.  
TransCanada Tower  
Customer Service  
450 – 1<sup>st</sup> 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: \_\_\_\_\_