

SERVICE AGREEMENT
INTERRUPTIBLE TRANSPORTATION SERVICE

This AGREEMENT made _____, 20__

BETWEEN:

FOOTHILLS PIPE LINES LTD., a body corporate having an office and carrying on business in the City of Calgary in the Province of Alberta (herein referred to as "Company")

OF THE FIRST PART

AND:

_____, a body corporate having an office and carrying on business in the City of _____ in the Province of _____ (herein referred to as "Shipper")

OF THE SECOND PART

SERVICE AGREEMENT
INTERRUPTIBLE TRANSPORTATION SERVICE

WHEREAS, Shipper wishes to obtain interruptible service relating to the transportation of gas through Zone 8 and Zone 9 of Company's transportation system; and

WHEREAS, Company is willing to provide such service;

In consideration of the premises and of the mutual covenants herein contained, the parties do covenant and agree as follows:

SERVICE AGREEMENT
INTERRUPTIBLE TRANSPORTATION SERVICE

ARTICLE 1

Scope of Agreement

1.1 Company agrees to receive from Shipper, at each Receipt Point herein specified, the quantity of gas to be delivered to Shipper and to transport and deliver gas to Shipper, on an interruptible and best efforts basis only, at each Delivery Point herein specified in the quantities from time to time nominated by Shipper, and Shipper agrees to accept from Company, the gas delivered, subject to the terms and conditions of this Service Agreement, Interruptible Transportation Service.

1.2 Shipper acknowledges that interruptible service is available in Zone 8 and Zone 9 only under this Service Agreement, Interruptible Transportation Service.

ARTICLE 2

Rate Schedule and Rates

2.1 This Service Agreement, Interruptible Transportation Service is subject to the provisions of Rate Schedule IT, Interruptible Transportation Service, and the General Terms and Conditions of this Gas Transportation Tariff with the exception of sections 5.6, 8.7 and 16, as they may be amended or superseded from time to time, which Rate Schedule IT, Interruptible Transportation Service, and General Terms and Conditions of this Gas Transportation Tariff are by this reference incorporated herein and made a part hereof.

2.2 Shipper shall pay Company for all interruptible service during the term of this Service Agreement, Interruptible Transportation Service, in accordance with Rate Schedule IT, Interruptible Transportation Service as filed with the National Energy Board and as such Rate Schedule may hereafter be amended or superseded pursuant to the National Energy Board Act.

ARTICLE 3**Term of Agreement**

3.1 The term of this Service Agreement, Interruptible Transportation Service shall be as set forth in Appendix A.

3.2 Notwithstanding subsection 3.1 herein, if at any time during the term of this Service Agreement, Interruptible Transportation Service Shipper has not requested service for a period of one year, Company may, in its sole discretion, terminate this Service Agreement, Interruptible Transportation Service by giving written notice thereof to Shipper. Such termination shall be effective 60 days following the date of such written notice.

ARTICLE 4**Receipt and Delivery Points and Pressures**

4.1 All receipts of gas from Shipper shall be at the Receipt Points of such gas, as identified in Appendix A attached to this Service Agreement, Interruptible Transportation Service, as the same may be in effect from time to time.

4.2 Should measuring equipment not be provided at either the Receipt Points or the Delivery Points, subject to approval by Company, Shipper shall be responsible for measuring the gas volume and quality in the manner specified in the General Terms and Conditions.

4.3 The Delivery Points for gas to be transported hereunder shall be the points set forth in Appendix A attached to this Service Agreement, Interruptible Transportation Service, as the same may be in effect from time to time.

4.4 The delivery pressure of the gas tendered by Shipper to Company for transportation shall be at a pressure sufficient to enter Company's system at the Receipt Point, up to the pressure specified for such Receipt Point in Appendix A attached to this Service Agreement, Interruptible Transportation Service.

4.5 The delivery pressure of the gas delivered by Company to Shipper shall be the pressure available from Company's system at the Delivery Point as specified for such Delivery Point in Appendix A attached to this Service Agreement, Interruptible Transportation Service.

ARTICLE 5

Title and Custody

5.1 Although Company does not acquire title to the gas transported under this Service Agreement, Interruptible Transportation Service, gas received by Company from Shipper hereunder shall be deemed to be in the custody and under the control of Company from the time such gas is accepted for transportation at the Receipt Points until it is delivered to Shipper at the Delivery Points.

ARTICLE 6

Address of Parties

6.1 Any notice or any request, demand, statement, bid or bill (for the purpose of this subsection, collectively referred to as "Notice") provided for by the Rate Schedules, the Service Agreements and the General Terms and Conditions, or any other Notice which either Shipper or Company may wish to give to the other, shall be in writing and shall be directed as follows:

Shipper: •
•
•

Attention: •

Fax: •

E-mail: •

Company: Foothills Pipe Lines Ltd.
450 First Street S.W.
Calgary, AB
T2P 5H1

Attention: Manager, Western Markets and Interconnects

Fax: •

E-mail •

6.2 Any Notice may be given by telecopier or other telecommunication and any such Notice shall be deemed to be given four (4) hours after transmission. Notice may also be given by personal delivery or by courier and any such Notice shall be deemed to be given at the time of delivery. Any Notice may also be given by prepaid mail and any such Notice shall be deemed to be given four (4) Banking Days after mailing. In the event regular mail service, courier service, telecopier or other telecommunication shall be interrupted by a cause beyond the control of the parties hereto, then the party sending the Notice shall utilize any service that has not been so interrupted to deliver such Notice. Each party shall provide Notice to the other of any changes of address for the purposes hereof. Any Notice may also be given by telephone followed immediately by personal delivery, courier, prepaid mail, telecopier, or other telecommunication, and any such Notice so given shall be deemed to be given as of the date and time of the telephone Notice.

ARTICLE 7

Miscellaneous Provisions

7.1 The Tariff shall be governed by and construed in accordance with the laws of the Province of Alberta and the applicable laws of Canada, and Company and Customers irrevocably submit to the jurisdiction of the courts of the Province of Alberta for the interpretation and enforcement of the Tariff.

ARTICLE 8

Agreements Being Superseded

8.1 This agreement supersedes as of _____, 20____, the following agreements between parties hereto for the transportation of gas, interruptible service by Company for Shipper:

(Not Applicable)

ARTICLE 9

Amendment of Appendix A

9.1 Shipper and Company may at any time and from time to time amend Appendix A to Shipper's Service Agreement, Interruptible Transportation Service, by executing new Appendix A to Shipper's Service Agreement, Interruptible Transportation Service.

IN WITNESS WHEREOF the parties hereto have hereunto executed these presents all as of the day, month and year first above written.

FOOTHILLS PIPE LINES LTD.

Per:

Per:

Per:

Per:

APPENDIX A
to the Service Agreement, Interruptible Transportation Service
Dated _____ Between

Foothills Pipe Lines Ltd.

AND

(Shipper)

1. Receipt Point: _____
2. Delivery Point: _____
3. Shipper's Haul Distance _____ Km
4. Applicable Company Zone _____
5. Service Commencement Date _____
6. Service Termination upon 60 days prior written notice of either party.

Shipper

TransCanada PipeLines Limited

(signature)

(signature)

(name/title)

(name/title)

(signature)

(signature)

(name/title)

(name/title)