

STORAGE TRANSPORTATION SERVICE CONTRACT

THIS CONTRACT FOR STORAGE TRANSPORTATION SERVICE, made as of the _____ day of _____ 20__.

BETWEEN:

TRANSCANADA PIPELINES LIMITED
a Canadian corporation
("TransCanada")

OF THE FIRST PART

and

("Shipper")

OF THE SECOND PART

WITNESSES THAT:

WHEREAS TransCanada owns and operates a natural gas pipeline system extending from a point near the Alberta/Saskatchewan border where TransCanada's facilities interconnect with the facilities of NOVA Gas Transmission Ltd. easterly to the Province of Quebec with branch lines extending to various points on the International Border; and

WHEREAS TransCanada provides firm transportation service to Shipper from Empress, Alberta or a receipt point in the Province of Saskatchewan to _____ the delivery point (the "Market Point") under a FT Contract(s) dated _____ and identified with the TransCanada contract identifier _____ (the "FT Contract"); and

WHEREAS Shipper has entered into storage arrangements for the storage of gas; and

WHEREAS Shipper has entered into transportation arrangements with _____, other Transporter, whereby other Transporter will accept gas delivered on Shipper's behalf by TransCanada at the Storage Injection Point(s) for transportation to storage and other Transporter will deliver gas to TransCanada from storage at the Storage Withdrawal Point on Shipper's behalf; and

Insert A

NOW THEREFORE THIS CONTRACT WITNESSES THAT, in consideration of the covenants and agreement herein contained, the parties hereto covenant and agree as follows:

ARTICLE I - COMMENCEMENT OF SERVICE

Insert B

ARTICLE II - GAS TO BE TRANSPORTED

Insert C

ARTICLE III - DELIVERY POINT AND RECEIPT POINT

3.1 The point at which the gas is to be delivered hereunder by TransCanada to Shipper at the Market Point, as set out in Exhibit "A" of this STS Contract, is the delivery point specified in the FT Contract. The point(s) at which the gas is to be delivered by TransCanada on Shipper's behalf to other Transporter for storage is the Storage Injection Point(s) as set out in Exhibit "A" of this STS Contract. The point at which the gas is to be delivered from storage to TransCanada on Shipper's behalf is the Storage Withdrawal Point as set out in Exhibit "A" of this STS Contract.

ARTICLE IV - TOLLS

4.1 Shipper shall pay for all transportation service hereunder from the Date of Commencement in accordance with TransCanada's Storage Transportation Service Toll Schedule (the "STS Toll Schedule"), List of Tolls, and General Terms and Conditions set out in TransCanada's Transportation Tariff as same may be amended or approved from time to time by the NEB.

4.2 Shipper's obligation to pay for service hereunder shall continue throughout the term of this Contract notwithstanding that Shipper's right to store gas may have been suspended, terminated, or is otherwise not available to Shipper.

ARTICLE V - TERM OF CONTRACT

5.1 This Contract shall be effective from the date hereof and shall continue until _____,
_____.

ARTICLE VI - NOTICES

6.1 Any notice, request, demand, statement or bill (for the purpose of this paragraph, collectively referred to as "Notice") to or upon the respective parties hereto shall be in writing and shall be directed as follows:

IN THE CASE OF TRANSCANADA: TransCanada PipeLines Limited

- (i) mailing address: P.O. Box 1000
Station M
Calgary, Alberta
T2P 4K5
- (ii) delivery address: TransCanada Tower
450 – 1st Street S.W.
Calgary, Alberta
T2P 5H1

Attention: Director, Customer Service
Telecopy: _____
- (iii) nominations: Attention: Manager, Nominations & Allocations
Telecopy: _____
- (iv) bills: Attention: Manager, Contracts & Billing
Telecopy: _____
- (v) other matters: Attention: Director, Customer Service
Telecopy: _____

IN THE CASE OF SHIPPER:

- (i) mailing address: _____

- (ii) delivery address: _____

- (iii) nominations: Attention: _____
Telecopy: _____
- (iv) bills: Attention: _____
Telecopy: _____
E-mail address: _____
- (v) other matters: Attention: _____
Telecopy: _____

Notice may be given by telecopier or other telecommunication device 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) days after mailing, Saturdays, Sundays and statutory holidays excepted. In the event regular mail service, courier service, telecopier or other telecommunication service 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 change 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 Notice so given shall be deemed to be given as of the date and time of the telephone notice.

ARTICLE VII - MISCELLANEOUS PROVISIONS

7.1 The STS Toll Schedule, the List of Tolls, and the General Terms and Conditions set out in TransCanada's Transportation Tariff as amended or approved from time to time by the NEB are all by reference made a part of this Contract and operations hereunder shall, in addition to the terms and conditions of this Contract, be subject to the provisions thereof. TransCanada shall notify Shipper at any time that TransCanada files with the NEB revisions to the General Terms and Conditions, the List of Tolls, and/or the STS Toll Schedule (the "Revisions") and shall provide Shipper with a copy of the Revisions.

7.2 The headings used throughout this Contract, the STS Toll Schedule, the List of Tolls, and the General Terms and Conditions are inserted for convenience of reference only and are not to be considered or taken into account in construing the terms or provisions thereof nor to be deemed in any way to qualify, modify or explain the effect of any such provisions or terms.

7.3 This Contract shall be construed and applied, and be subject to the laws of the Province of Alberta , and, when applicable, the laws of Canada, and shall be subject to the rules, regulations and orders of any regulatory or legislative authority having jurisdiction.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the date first above written.

TRANSCANADA PIPELINES LIMITED

per _____
per _____

.....

per _____
per _____

EXHIBIT "A"

This is EXHIBIT "A" to the CONTRACT for STORAGE TRANSPORTATION SERVICE, made as of the _____ day of _____, 20__, between TRANSCANADA PIPELINES LIMITED ("TransCanada") and _____.

The storage injection point(s) hereunder is the point of interconnection between the pipeline facilities of TransCanada and _____ which is (are) located at: _____(the "Storage Injection Point").

The storage withdrawal point hereunder is the point of interconnection between the pipeline facilities of TransCanada and _____ which is located at: _____(the "Storage Withdrawal Point").

The market point hereunder is the point of interconnection between pipeline facilities of TransCanada and _____ which is located at: _____(the "Market Point").

DIFFERENT CONTRACT VERSIONS**I Market is Downstream From Storage - Precedent Agreement Signed****Insert A**

WHEREAS the Market Point is downstream of the Storage Withdrawal Point; and

WHEREAS Shipper desires from time to time to have quantities of gas, otherwise deliverable under Shipper's FT Contract to the Market Point delivered to the Storage Injection Point(s) for transportation by other Transporter to storage; and

WHEREAS Shipper proposes during each period from November 1 to April 15 (the "Winter Period") during the term hereof to have other Transporter transport certain quantities of gas that are withdrawn from storage to the Storage Withdrawal Point for delivery to TransCanada, and to have TransCanada transport such quantities from the Storage Withdrawal Point for delivery to Shipper at the Market Point on a firm basis, in order to enable Shipper to better meet the needs of its markets; and

WHEREAS the parties hereto have heretofore entered into an agreement (the "Precedent Agreement") which binds them, subject to the fulfillment or waiver of the conditions precedent therein set forth, to enter into an agreement substantially upon the terms and conditions hereinafter described; and

WHEREAS the conditions precedent of the Precedent Agreement have been satisfied or waived.

Insert B

1.1 TransCanada shall use reasonable efforts to have such additional facilities (and/or obtain such transportation arrangements on other gas transmission systems) as may be required to effect the transportation of the gas hereunder (the "Necessary Capacity") in place by _____, _____ or such later date that may result due to a) the timing of the receipt by TransCanada and/or other parties requiring same of the authorizations from the National Energy Board ("NEB") and/or other agencies having jurisdiction needed to obtain the Necessary Capacity. TransCanada shall use reasonable efforts to provide Shipper with ten (10) days advance Notice of the anticipated availability of the Necessary Capacity (the "Advance Notice"). TransCanada shall give Shipper Notice of the actual date of availability of the Necessary Capacity ("TransCanada's Notice"), and service hereunder shall not commence prior to the actual date of availability of the Necessary Capacity.

1.2 The date of commencement of service hereunder (the "Date of Commencement") shall be the earlier of:

- (a) the date for which Shipper first nominates and TransCanada authorizes service hereunder;
- or
- (b) the tenth (10th) day following the day on which Shipper received TransCanada's Notice;

PROVIDED that Shipper shall not be obligated to a Date of Commencement which is earlier than _____, _____.

Insert C

2.1 On any day TransCanada agrees to deliver a quantity of gas (the "Daily Injection Quantity") as requested by Shipper to the Storage Injection Point(s) on a firm basis, in accordance with sub-Section 2.2(c) of the STS Toll Schedule; PROVIDED that TransCanada is obligated to deliver only such quantity as other Transporter will accept on Shipper's behalf on such day.

2.2 On any day during any Winter Period on a firm basis, and at other times on a best efforts basis, TransCanada agrees, in accordance with the provisions of sub-Section 2.2(c) of the STS Toll

Schedule, to accept at the Storage Withdrawal Point, and transport and deliver to Shipper at the Market Point quantities of gas (the "Daily Withdrawal Quantity"); PROVIDED that TransCanada shall not be obligated to transport a quantity of gas on any one day during the term hereof in excess of _____ GJ (the "Contract Demand").

II Market is Upstream From Storage - Precedent Agreement Signed

Insert A

WHEREAS the Market Point is upstream of the Storage Withdrawal Point; and

WHEREAS Shipper desires during each period from April 16 to October 31 (the "Summer Period") during the term hereof to have quantities of gas, otherwise deliverable under Shipper's FT Contract to the Market Point, delivered to the Storage Injection Point(s) for transportation by other Transporter to storage; and

WHEREAS Shipper proposes from time to time during the term hereof to have other Transporter transport certain quantities of gas that are withdrawn from storage to the Storage Withdrawal Point for delivery to TransCanada, and to have TransCanada transport such quantities from the Storage Withdrawal Point for delivery to Shipper at the Market Point on a firm basis, in order to enable Shipper to better meet the needs of its markets; and

WHEREAS the parties hereto have heretofore entered into an agreement (the "Precedent Agreement") which binds them, subject to the fulfillment or waiver of the conditions precedent therein set forth, to enter into an agreement substantially upon the terms and conditions hereinafter described; and

WHEREAS the conditions precedent of the Precedent Agreement have been satisfied or waived.

Insert B

1.1 TransCanada shall use reasonable efforts to have such additional facilities (and/or obtain such transportation arrangements on other gas transmission systems) as may be required to effect the transportation of the quantities hereunder (the "Necessary Capacity") in place by _____, _____ or such later date that may result due to the timing of the receipt by TransCanada and/or other parties requiring same of the authorizations from the National Energy Board ("NEB") and/or other agencies having jurisdiction needed to obtain the Necessary Capacity. TransCanada shall use reasonable efforts to provide Shipper with ten (10) days advance Notice of the anticipated availability of the Necessary Capacity (the "Advance Notice"). TransCanada shall give Shipper Notice of the actual date of availability of the Necessary Capacity ("TransCanada's Notice"), and service hereunder shall not commence prior to the actual date of availability of the Necessary Capacity.

1.2 The date of commencement of service hereunder (the "Date of Commencement") shall be the earlier of:

- (a) the date for which Shipper first nominates and TransCanada authorizes service hereunder;
- or
- (b) the tenth (10th) day following the day on which Shipper received TransCanada's Notice;

PROVIDED that Shipper shall not be obligated to a Date of Commencement which is earlier than _____, _____.

Insert C

2.1 On any day during any Summer Period on a firm basis, and at other times on a best efforts basis, TransCanada agrees to deliver a quantity of gas (the "Daily Injection Quantity") as requested by Shipper to the Storage Injection Point(s), in accordance with sub-Section 2.2(c) of the STS Toll Schedule; PROVIDED that TransCanada is obligated to deliver only such quantity as other Transporter will accept on Shipper's behalf on such day; and PROVIDED that TransCanada shall not be obligated to transport a quantity of gas on any one day during the term hereof in excess of _____ GJ (the "Contract Demand").

2.2 On any day during the term hereof TransCanada agrees, in accordance with the provisions of sub-Section 2.2(c) of the STS Toll Schedule, to accept at the Storage Withdrawal Point, transport and deliver to Shipper at the Market Point quantities of gas on a firm basis (the "Daily Withdrawal Quantity").

III Market is Downstream From Storage - No Precedent Agreement**Insert A**

WHEREAS the Market Point is downstream of the Storage Withdrawal Point; and

WHEREAS Shipper desires from time to time to have quantities of gas, otherwise deliverable under Shipper's FT Contract to the Market Point, delivered to the Storage Injection Point(s) for transportation by other Transporter to storage ; and

WHEREAS Shipper proposes during each period from November 1 to April 15 (the "Winter Period") during the term hereof to have other Transporter transport certain quantities of gas that are withdrawn from storage to the Storage Withdrawal Point for delivery to TransCanada, and to have TransCanada transport such quantities from the Storage Withdrawal Point for delivery to Shipper at the Market Point on a firm basis, in order to enable Shipper to better meet the needs of its markets; and

WHEREAS Shipper has satisfied in full, or TransCanada has waived, each of the conditions precedent set out in sub-Section 1.1 of TransCanada's STS Toll Schedule.

Insert B

1.1 The date of commencement of service hereunder (the "Date of Commencement") shall be _____.

Insert C

2.1 On any day TransCanada agrees to deliver a quantity of gas (the "Daily Injection Quantity") as requested by Shipper to the Storage Injection Point(s) on a firm basis, in accordance with sub-Section 2.2(c) of the STS Toll Schedule; PROVIDED that TransCanada is obligated to deliver only such quantity as other Transporter will accept on Shipper's behalf on such day.

2.2 On any day during any Winter Period on a firm basis, and at other times on a best efforts basis, TransCanada agrees, in accordance with the provisions of sub-Section 2.2(c) of the STS Toll Schedule, to accept at the Storage Withdrawal Point, transport and deliver to Shipper at the Market Point quantities of gas (the "Daily Withdrawal Quantity"); PROVIDED that TransCanada shall not be obligated to transport a quantity of gas on any one day during the term hereof in excess of _____ GJ (the "Contract Demand").

IV Market is Upstream From Storage - No Precedent Agreement**Insert A**

WHEREAS the Market Point is upstream of the Storage Withdrawal Point; and

WHEREAS Shipper desires during each period from April 16 to October 31 (the "Summer Period") during the term hereof to have quantities of gas, otherwise deliverable under Shipper's FT Contract to the Market Point, delivered to the Storage Injection Point(s) for transportation by other Transporter to storage ; and

WHEREAS Shipper proposes from time to time during the term hereof to have other Transporter transport certain quantities of gas that are withdrawn from storage to the Storage Withdrawal Point for delivery to TransCanada, and to have TransCanada transport such quantities from the Storage Withdrawal Point for delivery to Shipper at the Market Point on a firm basis, in order to enable Shipper to better meet the needs of its markets; and

WHEREAS Shipper has satisfied in full, or TransCanada has waived, each of the conditions precedent set out in sub-Section 1.1 of TransCanada's STS Toll Schedule.

Insert B

1.1 The date of commencement of service hereunder (the "Date of Commencement") shall be _____.

Insert C

2.1 On any day during any Summer Period on a firm basis, and at other times on a best efforts basis, TransCanada agrees to deliver a quantity of gas (the "Daily Injection Quantity") as requested by Shipper to the Storage Injection Point(s), in accordance with sub-Section 2.2(c) of the STS Toll Schedule; PROVIDED that TransCanada is obligated to deliver only such quantity as other Transporter will accept on Shipper's behalf on such day, and PROVIDED that TransCanada shall not be obligated to transport a quantity of gas on any one day during the term hereof in excess of _____ GJ (the "Contract Demand").

2.2 On any day during the term hereof TransCanada agrees, in accordance with the provisions of sub-Section 2.2(c) of the STS Toll Schedule, to accept at the Storage Withdrawal Point, transport and deliver to Shipper at the Market Point quantities of gas on a firm basis (the "Daily Withdrawal Quantity").