

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**

2.1 Subject to the provisions of this Contract the FST Toll Schedule, the List of Tolls, and the General Terms and Conditions referred to in Section 7.1 hereof, TransCanada shall, commencing on the Date of Commencement, tender to Shipper quantities of transportation capacity ("ACQ Capacity") equal in aggregate to the capacity required to transport a quantity of _____ GJ over a twelve (12) month period commencing any November 1 during the term hereof (the "Annual Contract Quantity" or "ACQ").

ARTICLE III - DELIVERY POINT AND RECEIPT POINT

3.1 The Delivery Point(s) hereunder are those points specified as such in Exhibit "1" which is attached hereto and made a part hereof.

3.2 The Receipt Point(s) hereunder are those points specified as such in Exhibit "1".

ARTICLE IV - TOLLS

4.1 Shipper shall pay for all transportation service hereunder from the Date of Commencement in accordance with TransCanada's FST 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 National Energy Board ("NEB").

ARTICLE V – TERM OF CONTRACT

5.1 This Contract shall be effective from the date hereof and shall continue until the ____ day of _____, 20____.

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
111 – 5th Avenue S.W.
Calgary, Alberta

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 FST 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 FST Toll Schedule, the List of Tolls, and/or the General Terms and Conditions (the "Revisions") and shall provide Shipper with a copy of the Revisions.

7.2 The headings used throughout this Contract, the FST 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.

7.4 Shipper may convert service hereunder to FS service PROVIDED that all of the following conditions are met:

- (a) Shipper must provide TransCanada with written notice (the "FST Conversion Notice") at least three (3) years in advance of the contract year for which the conversion is requested.
- (b) The FST Conversion Notice must specify the proportion of the ACQ Capacity to be converted to FS hereunder. Subject to any carry forward pursuant to Section 7.4(c) hereof, the maximum which can be converted in any one year is one-third (1/3) of Shipper's original Annual Contract Quantity.

- (c) Any right not exercised under Sections 7.4 (a) and (b) hereof shall carry forward subject to Shipper providing TransCanada with written notice three (3) years in advance of the contract year for which the conversion is requested; provided further that the maximum which can be converted in any one year shall be two-thirds (2/3) of the Annual Contract Quantity.

- (a) The FST Conversion Notice must specify one Delivery Area only to which FS service is to be provided, such Delivery Area to be one to which deliveries are allowed pursuant to the FST Toll Schedule.

- (b) TransCanada must receive approval from the NEB to increase its capacity if necessary to allow this conversion, and such increase in capacity must be available for service to TransCanada.

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 "1"

This is EXHIBIT "1" to the _____ FIRM SERVICE TENDERED CONTRACT for FIRM TRANSPORTATION SERVICE, made as of the _____ day of _____, 20 ____ between TRANSCANADA PIPELINES LIMITED ("TransCanada") and _____ ("Shipper").

The Delivery Point(s) hereunder is(are) the(those) point(s) of interconnection between the pipeline facilities of TransCanada and _____ which is(are) located at:

The Receipt Point(s) hereunder is (are) the (those) point(s) of interconnection between the pipeline facilities of TransCanada and _____ which is (are) located at:

DIFFERENT CONTRACT VERSIONS

I Firm Service Tendered Contract Not Following a Precedent Agreement:

Insert A

(nothing)

Insert B

1.1 The date of commencement of service hereunder (the "Date of Commencement") shall be the ___ day of _____, 20____.

II Firm Service Tendered Contract Following a Precedent Agreement

Insert A

WHEREAS the parties hereto have heretofore entered into an agreement dated as of the ___ day of _____, 20__, (the "Precedent Agreement") which bound them, subject to the fulfillment or waiver of the conditions precedent therein set forth, to enter into a Contract substantially upon the terms and conditions hereinafter described; and

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

Insert B

1.1 TransCanada shall use reasonable efforts to have the additional facilities (and/or obtain such transportation arrangements on other natural gas transmission systems) as may be required to effect the transportation of the gas hereunder (the "Necessary Capacity") in place by _____, _____, or as soon as possible thereafter. 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 the _____, _____, unless mutually agreed upon by both parties.