

LONG-TERM WINTER FIRM SERVICE CONTRACT

THIS LONG-TERM WINTER FIRM SERVICE CONTRACT for Long-Term Winter Firm 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 Canada/United States of America International Border; and

WHEREAS Shipper has satisfied in full, or TransCanada has waived, each of the conditions precedent set out in Sub-Sections 1.1 (c) and (d) of TransCanada's Long-Term Winter Firm Service Toll Schedule referred to in Section 7.1 hereof (the "LT-WFS Toll Schedule"); and

WHEREAS Shipper has requested and TransCanada has agreed to transport quantities of gas that are delivered by Shipper or Shipper's agent to TransCanada at the Receipt Point(s) referred to in Section 3.2 hereof (the "Receipt Point(s)"), to the Delivery Point(s) referred to in Section 3.1 hereof (the "Delivery Point(s)") pursuant to the terms and conditions of this Contract; and

Insert A

WHEREAS the quantities of gas delivered hereunder by Shipper or Shipper's agent to TransCanada are to be removed from the province or country of production of such gas by Shipper and/or Shipper's suppliers and/or its (their) designated agent(s) pursuant to valid and subsisting permits and/or such other authorizations in respect thereof.

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

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

Insert B

ARTICLE II - GAS TO BE TRANSPORTED

2.1 Subject to the provisions of this Contract, the LT-WFS 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, provide transportation service hereunder for Shipper for a total of ____ days (the "Service Entitlement") during the period _____, to _____, for a term of ____ years ending _____, in respect of a quantity of gas which, in any one day, shall not exceed _____ GJ (the "LT-WFS Maximum Quantity").

ARTICLE III - DELIVERY POINT AND RECEIPT POINT

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

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

ARTICLE IV - TOLLS

4.1 Shipper shall pay for all transportation service hereunder from the Date of Commencement in accordance with TransCanada's LT-WFS Toll Schedule, List of Tolls and General Terms and Conditions set out in TransCanada's Transportation Tariff as the same may be amended or approved from time to time by the NEB. The toll to be paid hereunder shall be that amount set forth in Exhibit "B" attached hereto and forming a part hereof.

Insert C

ARTICLE V - TERM OF CONTRACT

5.1 This Contract shall be effective from the date hereof and shall continue until and including the last day of the last Winter Availability Period.

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
- (iii) nominations: Attention: Director, Customer Service
Telecopy: _____
- (iv) bills: Attention: Manager, Nominations & Allocations
Telecopy: _____
- (v) other matters: 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 LT-WFS Toll Schedule, 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, List of Tolls and/or the LT-WFS Toll Schedule (the "Revisions") and shall provide Shipper with a copy of the Revisions.

7.2 The headings used throughout this Contract, the LT-WFS 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 For the purpose of measurement of gas delivered hereunder at any delivery point for export to the United States, TransCanada and Shipper agree that the average atmospheric (barometric) pressure at such delivery points shall be assumed to be constant during the term hereof at 99.285 kilopascals absolute, regardless of variations in the actual barometric pressure from time to time.

7.4 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.

Insert D

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 LONG-TERM WINTER FIRM SERVICE CONTRACT for LONG-TERM WINTER FIRM SERVICE, made as of the ___day of _____20___ between TRANSCANADA PIPELINES LIMITED ("TransCanada") and _____.

The Delivery Point hereunder is the point of interconnection between the pipeline facilities of TransCanada and _____ which is 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:

EXHIBIT "B"

This is EXHIBIT "B" to the LONG-TERM WINTER FIRM SERVICE CONTRACT for LONG-TERM WINTER FIRM SERVICE, made as of the ___day of _____20___ between TRANSCANADA PIPELINES LIMITED ("TransCanada") and _____.

The toll to be paid under this Long-Term Winter Firm Service Contract shall be the Bid Value (as defined in the LT-WFS Toll Schedule) of _____ * multiplied by the sum of applicable FT Daily Demand Toll and Commodity Toll (100% Load Factor Toll), as they may be amended from time to time by the NEB (the LT-WFS Toll).

* Insert any value between and including 1.00 to 1.40

DIFFERENT CONTRACT VERSIONS

I For Long-Term Winter Firm Service Contract executed following Completion of a Precedent Agreement

Insert A

WHEREAS the parties hereto have 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 arrangement on other gas transmission systems) as may be required to effect the transportation of the quantities hereunder (the "Necessary Capacity") in place by _____, 20____, or as soon as possible thereafter. TransCanada's ability to provide service by _____, 20____, will be subject to inter alia:

- (a) the timing of receipt by Shipper and TransCanada of the authorizations referred to in paragraphs 1 and 2 of the Precedent Agreement which are required prior to the commencement of construction of TransCanada's facilities and the timing of the commencement of the services required by TransCanada (if any) on the systems of Great Lakes Gas Transmission Limited Partnership and Union Gas Limited; and
- (b) the lead time required for the acquisition, construction and installation of those facilities required by TransCanada.

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 date on which Shipper received TransCanada's Notice,

PROVIDED that Shipper shall not be obligated to a Date of Commencement which is earlier than _____, 20____, unless mutually agreed upon by both parties.

II Contracts with Emerson I and II, Dawn, Niagara Falls, Iroquois and Chippawa as Delivery Points

Insert C

4.2 Shipper shall pay for all delivery pressure service hereunder from the Date of Commencement in accordance with TransCanada's LT-WFS Toll Schedule, List of Tolls and General Terms and Conditions set out in TransCanada's Transportation Tariff as the same may be amended or approved from time to time by the NEB.

(a) Emerson I (Viking) Delivery Point**Insert D****ARTICLE VIII - DELIVERY PRESSURE**

8.1 TransCanada shall increase the line pressure of the gas it delivers to Shipper at the Delivery Point to the pressure necessary for Shipper to have Viking Gas Transmission Company accept receipt of such gas from Shipper for transportation from the Delivery Point, provided that, from the Date of Commencement until the termination of this Contract, TransCanada shall not be obligated to provide a pressure greater than 5 170 kPa (g).

(b) Emerson II (Great Lakes) Delivery Point**Insert D****ARTICLE VIII - DELIVERY PRESSURE**

8.1 TransCanada shall increase the line pressure of the gas it delivers to Shipper at the Delivery Point to the pressure necessary for Shipper to have Great Lakes Gas Transmission Limited Partnership accept receipt of such gas from Shipper for transportation from the Delivery Point, provided that, from the Date of Commencement until the termination of this Contract, TransCanada shall not be obligated to provide a pressure greater than 5 460 kPa (g).

(c) Dawn Delivery Point**Insert D****ARTICLE VIII - DELIVERY PRESSURE**

8.1 TransCanada shall increase the line pressure of the gas it delivers to Shipper at the Delivery Point to a pressure of not less than 4 850 kPa (g).

(d) Niagara Falls Delivery Point

Insert D

ARTICLE VIII - DELIVERY PRESSURE

8.1 TransCanada shall increase the line pressure of the gas it delivers to Shipper at the Delivery Point to a pressure of not less than 4 830 kPa (g).

(e) Iroquois Delivery Point

Insert D

ARTICLE VIII - DELIVERY PRESSURE

8.1 TransCanada shall increase the line pressure of the gas it delivers to Shipper at the Delivery Point to the pressure necessary for Shipper to have Iroquois Gas Transmission System, L.P. accept receipt of such gas from Shipper for transportation from the Delivery Point, provided that, from the Date of Commencement until the termination of this Contract, such pressure is not greater than 9 895 kPa (g).

(f) Chippawa Delivery

Insert D

ARTICLE VIII - DELIVERY PRESSURE

8.1 TransCanada shall increase the line pressure of the gas it delivers to Shipper at the Delivery Point to the pressure necessary for Shipper to have Empire State Pipeline accept receipt of such gas from Shipper for transportation from the Delivery Point, provided that, from the Date of Commencement until the termination of this Contract, such pressure is not greater than 8 450 kPa (g).