

SERVICE AGREEMENT**INDEX**

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SERVICE AGREEMENT

This AGREEMENT made this _____ day of _____

BETWEEN:

(Name of Company)
(herein referred to as « Company »)

OF THE FIRST PART

AND

(Name of Shipper)
(herein referred to as « Shipper »)

OF THE SECOND PART

WHEREAS Shipper wishes to obtain service relating to the Transportation of gas through Company's Transmission 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:

EFFECTIVE DATE: 1 JULY 1983

SERVICE AGREEMENT

ARTICLE 1

Scope of Agreement

- 1.1** Company agrees to receive Gas from Shipper in aggregate at all the Receipt Points herein specified in the daily quantities from time to time nominated by Shipper up to the quantity of gas equal to the Maximum Daily Receipt Quantity and to transport and deliver gas to Shipper at each Delivery Point herein specified in the quantities from time to time nominated by Shipper up to the quantity of gas equal to the Maximum Daily Delivery Quantity provided that Company shall not be obligated to deliver in the aggregate in any day at all delivery points a quantity in excess of the Maximum Daily Receipt Quantity or the total volume of gas actually received by Company from Shipper on such day, which ever is less. Shipper agrees to accept such gas deliveries from Company, subject to the Terms and Conditions of this Service Agreement. The Maximum Daily Receipt Quantity and the Maximum Daily Delivery Quantity are set out in Part I and II of the Index of Service Obligations, as revised from time to time, which are part of this agreement.
- 1.2** If Shipper desires to tender to Company on any day at any of the Shipper's Receipt Points, a quantity of gas in excess of Shipper's Maximum Daily Receipt Quantity it shall notify Company of such desire. If Company has the necessary capacity available to receive and transport all or any part of such excess quantity and make deliveries in respect thereof, and if Company determines that the performance of Company's obligations to other Shippers under their Service Agreements will not be adversely affected. Company shall receive from Shipper said excess quantity or part thereof, and so notify Shipper. Such service shall be rendered pursuant to Toll Schedule OT-1.

EFFECTIVE DATE: 1 MAY 1996

SERVICE AGREEMENT

ARTICLE 2

Toll Schedule and Tolls

- 2.1** This Service Agreement is subject to the provisions of Toll Schedules T-1, OT-1, and the General Terms and Conditions contained in Company's Gas Transportation Tariff, as they may be amended or superseded from time to time, which Toll Schedules and General Terms and Conditions are by this reference incorporated herein and made a part hereof.
- 2.2** Shipper shall pay Company for all gas transported and delivered hereunder during the term of this Service Agreement in accordance with such Toll Schedules as filed with the National Energy Board as may hereafter be varied from time to time pursuant to the National Energy Board Act.

ARTICLE 3

Term of Agreement

- 3.1** This Service Agreement shall become effective on Shipper's Billing Commencement Date and shall continue in effect until _____.

SERVICE AGREEMENT

ARTICLE 4

Receipt Points, Delivery Points and Pressures

- 4.1** Receipt of gas from Shipper hereunder shall be at the Receipt Points as identified in Part I of the Index of Service Obligations, as the same may be in effect from time to time.
- 4.2** The delivery of gas to be transported hereunder shall be at the Delivery Points as identified in Part II of the Index of Service Obligations as the same may be in effect from time to time.
- 4.3** The pressure of the gas tendered by Shipper to Company for Transportation shall be at a pressure sufficient to enter Company's Transportation System at the Receipt Points, up to that specified in Part I of the Index of Service Obligations.
- 4.4** The pressure of the gas delivered by Company to Shipper shall be at the pressure available from Company's Transportation System at the Delivery Points as specified in Part II of the Index of Service Obligations.

EFFECTIVE DATE: 1 JULY 1983

SERVICE AGREEMENT

ARTICLE 5

Address of Parties

- 5.1** Any notice, request or demand to or upon the respective parties hereto shall be in writing and shall be validly communicated by the delivery thereof to its addressee, either personally or by courier, first class mail or telecopier to the address hereinafter mentioned. Every bill and payment provided for in this Service Agreement shall be directed to the party to whom given, made or delivered at such same address.

SHIPPER:

COMPANY: **Trans Québec & Maritimes Pipeline Inc.**

1, Place Ville Marie
Bureau 2220
Montréal (Québec)
H3B 3M4

Any such notice, request or demand sent as aforesaid shall be deemed to have been received by the party to whom it is sent at the time of its delivery if personally delivered or if sent by telecopier, or on the day following transmittal thereof if sent by courier, or on the third (3rd) business day following the transmittal thereof if sent by first class mail; PROVIDED however, that in the event normal mail service, courier service or telecopier service shall be interrupted by strike, slowdown, force majeure or other case, then the party sending the notice, request or demand shall utilize any of the said services which has not been so interrupted or shall deliver such notice, request or demand, the whole in order to ensure prompt receipt of such notice, request or demand by the other party. Each party may notify the other in the manner hereinabove provided of any change of address for the purposes hereof.

EFFECTIVE DATE: 1 MAY 1996

SERVICE AGREEMENT

ARTICLE 6

Miscellaneous Provisions

6.1 The interpretation of this Service Agreement shall be in accordance with the laws of the Parliament of Canada and where applicable in accordance with the laws of the province of Canada in which the relevant service is rendered.

ARTICLE 7

Special Provision - Limitation of Liability

7.1 The party or parties herein contracting with Trans Québec & Maritimes Pipeline Inc. acknowledge that the latter is acting herein as the mandatory of « TQM Pipeline and Company, Limited Partnership » comprised of Gaz Métropolitain and Company Limited Partnership and TransCanada PipeLines Limited, such partnership having its principal place of business in the city and district of Montréal at 1, Place Ville Marie.

Said party or parties agree and undertake to limit to the Partnership assets any and all claims or recourses which they may have hereunder and expressly waive any right to proceed against any partner individually and to satisfy any judgment against the other assets of any partner individually.

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

(Company)

Per: _____

Per: _____

(Shipper)

Per: _____

Per: _____

EFFECTIVE DATE: 1 JANUARY 1994

PART I
INDEX OF SERVICE OBLIGATIONS

Company's Service Obligations Under Toll Schedule T-1
and Service Agreement dated _____ with (Shipper),
made this _____.

Receipt Point Location	Maximum Daily Receipt Quantity (10³m³)	Maximum Receipt Pressure (kPa)
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Effective date:

Supersedes Part I index dated:

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

(Company)

Per: _____

Per: _____

(Shipper)

Per: _____

Per: _____

EFFECTIVE DATE: 1 MAY 1996

PART II
INDEX OF SERVICE OBLIGATIONS

Company's Service Obligations Under Toll Schedule T-1
and Service Agreement dated _____ with (Shipper),
made this _____.

Delivery Point Location	Maximum Daily Delivery Quantity (10³m³)	Minimum Delivery Pressure, (kPa)
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Effective date:

Supersedes Part II index dated:

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

(Company)

Per: _____

Per: _____

(Shipper)

Per: _____

Per: _____

EFFECTIVE DATE: 1 MAY 1996