

T-1 SERVICE AGREEMENT**INDEX**

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This AGREEMENT made this _____ day of _____

BETWEEN:

TRANS QUÉBEC & MARITIMES PIPELINE INC.
(herein referred to as "Company")
OF THE FIRST PART

AND

(herein referred to as "Customer")
OF THE SECOND PART

WHEREAS Company operates a natural gas transmission system in the Province of Québec; and

WHEREAS Customer wishes to obtain service relating to the Transportation of gas through Company's Transportation System; and

WHEREAS Company is willing to provide such service;

NOW THEREFORE THIS T-1 SERVICE AGREEMENT WITNESSES THAT, in consideration of the premises and of the mutual covenants herein contained, the parties do covenant and agree as follows:

ARTICLE 1

Scope of Agreement

1.1 Company agrees to receive gas from Customer at the Receipt Point(s) specified herein as nominated from time to time by Customer up to the volume of gas equal to the Maximum Daily Receipt Volume and to transport and deliver gas to Customer at each Delivery Point the specified quantities herein nominated from time to time by Customer up to the

volume of gas equal to the Maximum Daily Delivery Volume provided that Company shall not be obligated to deliver in the aggregate in any Day at all Delivery Points a volume in excess of the Maximum Daily Receipt Volume or the total volume of gas actually received by Company from Customer on such Day, whichever is less. Customer agrees to accept such gas deliveries from Company, subject to the Terms and Conditions of this T-1 Service Agreement. The Maximum Daily Receipt Volume and the Maximum Daily Delivery Volume 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 T-1 Service Agreement.

- 1.2** If Customer desires to tender to Company on any Day at any of the Customer's Receipt Points, a volume of gas in excess of Customer's Maximum Daily Receipt Volume, 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 volume and make deliveries in respect thereof, and if Company determines that the performance of Company's obligations to other Customers under their Service Agreements or Gas Service Contracts as defined in the General Terms and Conditions Applicable to SGT and BGT2 Services will not be adversely affected, Company shall receive from Customer said excess volume or part thereof, and so notify Customer. Such service shall be rendered pursuant to OT-1 Toll Schedule.

ARTICLE 2

Toll Schedule and Tolls

- 2.1** This T-1 Service Agreement, the List of Tolls, T-1 Toll Schedule, OT-1 Toll Schedule, and the GT&C T-1 set out in Company's Transportation Tariff as amended or approved from time to time by the CER are all by reference made a part of this T-1 Service Agreement and operations hereunder shall, in addition to the terms and conditions of this Service Agreement, be subject to the provisions thereof. Company shall notify Customer at any time that Company files with the CER revisions to the T-1 Toll Schedule, OT-1 Toll Schedule, the List of Tolls, and/or the T-1 GT&C ("Revisions") and shall provide Customer with a copy of the Revisions.

- 2.2** Customer shall pay Company for all gas transported and delivered hereunder during the term of this T-1 Service Agreement in accordance with Toll Schedule T-1 and Toll Schedule OT-1 as filed with the CER as may hereafter be varied from time to time pursuant to the CER Act.

ARTICLE 3
Term of Agreement

- 3.1** This T-1 Service Agreement shall become effective on Customer's Billing Commencement Date and shall continue in effect until _____ (the "Existing Term").

ARTICLE 4
Receipt Points, Delivery Points and Pressures

- 4.1** Receipt of gas from Customer 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 Customer 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 Customer 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.

**ARTICLE 5
Address of Parties**

5.1 Any notice, request, demand, statement, or bill (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 COMPANY: **Trans Québec & Maritimes Pipeline Inc.**

Mailing address: _____

Delivery address: _____

Attention: _____

Email: _____

IN THE CASE OF CUSTOMER: _____

Mailing address: _____

Delivery address: _____

Attention: _____

Email: _____

Notice may be given by fax or other electronic means, as determined by Company and posted on Company's website, 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, fax or other electronic means 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, including but not limited to telephone. To be deemed to be Notice, any notice given by telephone shall be followed immediately by personal delivery, courier, prepaid mail, fax or other electronic means, and any Notice so given shall be deemed to be given as of the date and time of the telephone call. Each party shall provide Notice to the other of any change of address for the purposes hereof.

ARTICLE 6
Miscellaneous Provisions

- 6.1** This T-1 Service Agreement shall be construed and applied, and be subject to the laws of Canada, and where applicable, the laws of the Province of Quebec, and shall be subject to the rules, regulations and orders of any regulatory or legislative authority having jurisdiction.
- 6.2** The headings used throughout this T-1 Service Agreement, the Toll Schedule T-1, the Toll Schedule OT-1, the List of Tolls, and the GT&C T-1 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.

- 6.3** The occurrence of any of the following events shall constitute a default and this T-1 Service Agreement can be terminated by Company upon Notice, in any of the following circumstances:
- a) an act of bankruptcy of Customer, as defined by the *Bankruptcy and Insolvency Act* (Canada);
 - b) the Customer or its assets is subjected to any procedure (either initiated by Customer or any other entity) under the laws governing the bankruptcy or the insolvency including, without limitation, any recourse pursuant to the *Companies' Creditors Arrangement Act* (Canada);
 - c) Customer is subjected to any recourse in liquidation, , dissolution, winding-up, or termination (either initiated by Customer or any other entity);
 - d) a trustee, receiver, receiver-manager, or a managing agent is nominated against the Customer itself of its property or assets; or
 - e) Customer contests its own legal authority or capacity to conclude similar transportation contracts with any other party.

The occurrence of a default as provided for in Section 5, Section 11 and Section 15 of the T-1 GT&C shall be remedied pursuant to the conditions therein.

- 6.4** If any provision of this T-1 Service Agreement is determined as being invalid, nil or impossible to be exercised by any court which has the jurisdiction, such determination shall not make invalid, nil or shall not make non-executory any other provision or obligation provided for in this T-1 Service Agreement.
- 6.5** This T-1 Service Agreement contains all agreements between the parties in relation to this gas transportation service provided herein and previous verbal or written representation in relation to the gas transportation service provided herein are replaced by this T-1 Service Agreement.
- 6.6** This T-1 Service Agreement shall be modified only by agreement in writing between the two parties.
- 6.7** This T-1 Service Agreement may be executed in one or more counterparts, each of which shall be considered an original but all of which together shall constitute one and the same

instrument. In addition, electronic copies of executed counterparts shall be conclusively regarded for all purposes as originally executed counterparts.

6.8 Company and Customer hereto have expressly required that this T-1 Service Agreement be drafted in the English language. La Société et l'Expéditeur aux présentes ont expressément requis que ce Contrat de service de transport soit rédigé en langue anglaise.

ARTICLE 7

Special Provision - Limitation of Liability

7.1 The Customer acknowledges that Company is acting herein as the mandatary of TQM Pipeline and Company, Limited Partnership ("TQM Partnership").

Customer agrees and undertakes to limit all claims and recourses which it may have hereunder to the TQM Partnership assets and expressly waives 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.

TRANS QUÉBEC & MARITIMES PIPELINE INC. (Customer)

(As mandatary of TQM Pipeline and Company, Limited Partnership)

Per: _____

Per: _____

Per: _____

Per: _____

PART I**INDEX OF SERVICE OBLIGATIONS**

Company's Service Obligations under Toll Schedule T-1

and T-1 Service Agreement dated _____ with (Customer), made this

_____.

Receipt Point	Effective Date	Maximum Daily Receipt Volume (10³m³)	Maximum Receipt Pressure (kPa)

Notes applicable to Part I of the Index of Service Obligations:

The location of the above Receipt Points is described as follows:

Supersedes Part I - Index of Service Obligations dated:

PART II**INDEX OF SERVICE OBLIGATIONS**

Company's Service Obligations under Toll Schedule T-1

and T-1 Service Agreement dated _____ with (Customer), made
this _____.

Delivery Point	Segment	Delivery Point	Segment	Minimum
		Maximum Daily	Maximum Daily	Delivery
		Delivery	Delivery Volume	Pressure*
		Volume	(10³m³)	(kPa)

*minimum delivery pressure shall be 4 000 kPa unless otherwise specified.

Notes applicable to Part II of the Index of Service Obligations:

Supersedes Part II - Index of Service Obligations dated: