

FORMS OF SERVICE AGREEMENTS

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**FORM OF SERVICE AGREEMENT
FOR TOLL SCHEDULE MN365**

This Service Agreement is made and entered into this ____ day of _____, _____, by and between Maritimes & Northeast Pipeline Limited Partnership (herein called "Pipeline") and _____ (herein called "Customer", whether one or more),

W I T N E S S E T H:

WHEREAS, Customer has requested and Pipeline has agreed to transport quantities of gas that are delivered by Customer or Customer's agent to Pipeline pursuant to the terms of this Service Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, the parties do covenant and agree as follows:

ARTICLE I
SCOPE OF AGREEMENT

Subject to the terms, conditions and limitations hereof, of Pipeline's Toll Schedule MN365, and of the GT&C, transportation service hereunder will be firm and Pipeline agrees to deliver for Customer's account quantities of natural gas up to the following quantity:

Maximum Daily Transportation Quantity (MDTQ) _____ GJ

Pipeline will receive for Customer's account for transportation hereunder daily quantities of gas up to Customer's MDTQ, plus Fuel Retainage Quantity, at Point(s) of Receipt as specified in Article IV herein. Pipeline will transport and deliver for Customer's account such daily quantities tendered up to such Customer's MDTQ at Point(s) of Delivery as specified in Article IV herein.

On any given Day, Pipeline shall not be obligated to, but may at its sole discretion, receive at Point(s) of Receipt quantities of gas in excess of Pipeline's Maximum Daily Receipt Obligation (MDRO), plus Fuel Retainage Quantity, but shall not be obligated to receive in the aggregate at all Points of Receipt on any Day a quantity of gas in excess of the applicable MDTQ, plus Fuel Retainage Quantity. On any given Day, Pipeline shall not be obligated to, but may at its sole discretion, deliver at Point(s) of Delivery quantities of gas in excess of Pipeline's Maximum Daily Delivery Obligation (MDDO), but shall not be obligated to deliver in the aggregate at all Points of Delivery on any Day a quantity of gas in excess of the applicable MDTQ.

ARTICLE II
TERM OF AGREEMENT

This Agreement shall become effective as of the date set forth hereinabove and shall continue in effect for a term of ____ years from the Date of Commencement of Service ("Primary Term") and shall remain in force from year to year thereafter unless terminated by either party by written notice [at least two years for long term service agreements; mutually agreeable for short term service agreements] prior to the end of the Primary Term or any successive term thereafter.

Customer agrees that Pipeline may terminate this Service Agreement at any time subject to the provisions of Articles 4 and 16 of the GT&C and such provisions are incorporated herein by reference.

Any portions of this Service Agreement necessary to correct or cash-out imbalances or to make payment under this Service Agreement as required by the GT&C will survive the other parts of this Service Agreement until such time as such balancing or payment has been accomplished. To the extent that Customer desires to terminate this Service Agreement and Pipeline agrees to such termination, Pipeline will collect as part of the exit fee all (or such lesser portion as Pipeline agrees to) of the capacity Reservation Charges and surcharges otherwise recoverable by Pipeline from Customer for the balance of the contractual term, absent such early termination.

ARTICLE III
TOLL SCHEDULE

For the entire period when this Service Agreement is in effect, this Service Agreement will be subject to all provisions of Toll Schedule MN365 and the GT&C of Pipeline's Tariff on file with the National Energy Board, all of which are by this reference made a part hereof.

Customer agrees to and will pay Pipeline all Reservation, Usage and other charges and fees provided for in Toll Schedule MN365, as effective from time to time, for service under this Service Agreement.

Customer agrees that Pipeline shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in: (i) the tolls and charges applicable to service pursuant to Pipeline's Toll Schedule MN365 and under the Tariff; (ii) Pipeline's Toll Schedule MN365; and/or (iii) any provision of the GT&C under the Tariff. Customer shall have the right to intervene and protest any such filing.

ARTICLE IV
POINT(S) OF RECEIPT AND DELIVERY

The Point(s) of Receipt and Point(s) of Delivery at which Pipeline shall receive and deliver gas, respectively, shall be specified in Exhibits A and B of this effective Service Agreement.

Exhibits A and B are hereby incorporated as part of this Service Agreement for all intents and purposes as if fully copied and set forth herein at length.

ARTICLE V
QUALITY

All natural gas tendered to Pipeline for Customer's account shall conform to the quality specifications set forth in Article 12 of Pipeline's GT&C. Customer agrees that if Customer tenders gas for service hereunder and Pipeline accepts such gas which does not comply with Pipeline's quality specifications, Customer will pay all costs associated with processing of such gas as necessary to comply with such quality specifications.

ARTICLE VI
ADDRESSES

Except as herein otherwise provided or as provided in the GT&C, any notice, request, demand, statement, invoice or payment provided for in this Service Agreement, or any notice which any party desires to give to the other, must be in writing and will be considered as duly delivered when mailed by registered, certified, or regular mail to the post office address of the parties hereto, as the case may be, as follows:

- (a) Pipeline:
- (b) Customer:

or such other address as either party designates by formal written notice.

ARTICLE VII
ASSIGNMENTS

Any Company which succeeds by purchase, merger, or consolidation to the properties, substantially or in entirety, of Customer or of Pipeline will be entitled to the rights and will be subject to the obligations of its predecessor in title under this Service Agreement. Either Customer or Pipeline may assign or pledge this Service Agreement under the provisions of any mortgage, deed of trust, indenture, bank credit agreement, assignment, receivable sale, or similar instrument which it has executed or may execute hereafter. Except as set forth above, neither Customer nor Pipeline shall assign this Service Agreement or any of its rights hereunder without the prior written consent of the other party; provided, however, that neither Customer nor Pipeline shall be released from its obligations hereunder without the consent of the other. In addition, Customer may assign its rights to capacity pursuant to Article 9 of the GT&C.

ARTICLE VIII
AGENCY ARRANGEMENT

Customer shall have the right to designate an agent or person to provide nomination and scheduling information, to receive invoices and make payments and to take actions necessary to release capacity and handle imbalance resolutions for Customer on Customer's behalf. The agent may be the same as used for similar purposes with respect to transportation on Maritimes & Northeast Pipeline, L.L.C. or other third party pipeline. Customer must provide Pipeline with ten (10) Business Days' advance written notice of its agent and the effective date

after which Pipeline is to act in accordance with the direction of the agent. Pipeline shall be entitled to rely on the representations, actions, and other directions of the agent on behalf of Customer and will be fully protected in relying upon such agent. Customer indemnifies and holds Pipeline harmless with respect to actions taken by Pipeline in reliance on Customer's agent.

ARTICLE IX
NONRECOURSE OBLIGATION OF
LIMITED PARTNERSHIP,
MANAGING PARTNER AND OPERATOR

Customer acknowledges and agrees that: (a) Pipeline is a New Brunswick limited partnership; (b) Customer shall have no recourse against any partner of Pipeline or against Maritimes & Northeast Pipeline, L.L.C. or a member thereof with respect to Pipeline's obligations under this Service Agreement and that its sole recourse shall be against the assets and revenues of Pipeline, irrespective of any failure to comply with applicable law or any provision of this Service Agreement; (c) no claim shall be made against any member of Pipeline or against Maritimes & Northeast Pipeline, L.L.C. or a member thereof under or in connection with this Service Agreement; (d) no claims shall be made against the Operator, its officers, employees, and agents, under or in connection with this Service Agreement and the performance of its duties as Operator (provided that this shall not bar claims resulting from the gross negligence, undue discrimination or willful misconduct of the Operator) and Customer shall provide the Operator with a waiver of subrogation of Customer's insurance company for all such claims; and (e) this representation is made expressly for the benefit of the partners in Pipeline, the Managing Partner, Operator, Maritimes & Northeast Pipeline, L.L.C. and its members.

ARTICLE X
INTERPRETATION

The parties hereto agree that the interpretation and performance of this Service Agreement must be in accordance with the laws of the Province of New Brunswick without recourse to the law governing conflict of laws.

This Service Agreement and the obligations of the parties are subject to all present and future valid laws with respect to the subject matter, Provincial and Federal, and to all valid present and future orders, rules, and regulations of duly constituted authorities having jurisdiction.

ARTICLE XI
CANCELLATION OF PRIOR CONTRACT(S)

This Service Agreement supersedes and cancels, as of the effective date of this Service Agreement, the contract(s) between the parties hereto as described below:

IN WITNESS WHEREOF, the parties hereto have caused this Service Agreement to be executed by their respective duly authorized officers and attested by their respective Secretaries or Assistant Secretaries, the day and year first above written.

MARITIMES & NORTHEAST PIPELINE LIMITED
PARTNERSHIP

By _____

ATTEST:

By _____

ATTEST:

EXHIBIT A

to

SERVICE AGREEMENT UNDER
TOLL SCHEDULE MN365
BETWEEN
MARITIMES & NORTHEAST PIPELINE LIMITED PARTNERSHIP
AND

_____ ("CUSTOMER")

DATED _____

FIRM RECEIPT POINTS

RECEIPT
POINT
(plus applicable fuel
retainage quantities)

MDRO

RECEIPT PRESSURE
LIMITATIONS

Signed for Identification

Pipeline: _____

Customer: _____

Supersedes Exhibit A Dated _____

EXHIBIT B

to

SERVICE AGREEMENT UNDER
TOLL SCHEDULE MN365
BETWEEN
MARITIMES & NORTHEAST PIPELINE LIMITED PARTNERSHIP
AND

_____ ("CUSTOMER")

DATED _____

FIRM DELIVERY POINTS

DELIVERY
POINT

MDDO

DELIVERY PRESSURE
LIMITATIONS

Signed for Identification

Pipeline: _____

Customer: _____

Supersedes Exhibit B Dated _____

**FORM OF SERVICE AGREEMENT
FOR TOLL SCHEDULE MN151**

This Service Agreement is made and entered into this ___ day of _____, _____, by and between Maritimes & Northeast Pipeline Limited Partnership (herein called "Pipeline") and _____ (herein called "Customer", whether one or more),

W I T N E S S E T H:

WHEREAS, Customer has requested and Pipeline has agreed to transport quantities of gas that are delivered by Customer or Customer's agent to Pipeline pursuant to the terms of this Service Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, the parties do covenant and agree as follows:

ARTICLE I
SCOPE OF AGREEMENT

Subject to the terms, conditions and limitations hereof, of Pipeline's Toll Schedule MN151, and of the GT&C, transportation service hereunder will be firm and Pipeline agrees to deliver for Customer's account quantities of natural gas up to the following quantity:

Maximum Daily Transportation Quantity (MDTQ) _____ GJ

Pipeline will receive for Customer's account for transportation hereunder daily quantities of gas up to Customer's MDTQ, plus Fuel Retainage Quantity, at Point(s) of Receipt as specified in Article IV herein. Pipeline will transport and deliver for Customer's account such daily quantities tendered up to such Customer's MDTQ at Point(s) of Delivery as specified in Article IV herein.

On any given Day, Pipeline shall not be obligated to, but may at its sole discretion, receive at Point(s) of Receipt quantities of gas in excess of Pipeline's Maximum Daily Receipt Obligation (MDRO), plus Fuel Retainage Quantity, but shall not be obligated to receive in the aggregate at all Points of Receipt on any Day a quantity of gas in excess of the applicable MDTQ, plus Fuel Retainage Quantity. On any given Day, Pipeline shall not be obligated to, but may at its sole discretion, deliver at Point(s) of Delivery quantities of gas in excess of Pipeline's Maximum Daily Delivery Obligation (MDDO), but shall not be obligated to deliver in the aggregate at all Points of Delivery on any Day a quantity of gas in excess of the applicable MDTQ.

ARTICLE II TERM OF AGREEMENT

This Agreement shall become effective as of the date set forth hereinabove and shall continue in effect for a term of ____ years from the Date of Commencement of Service ("Primary Term") and shall remain in force from year to year thereafter unless terminated by either party by written notice [at least two years for long term service agreements; mutually agreeable for short term service agreements] prior to the end of the Primary Term or any successive term thereafter.

Customer agrees that Pipeline may terminate this Service Agreement at any time subject to the provisions of Articles 4 and 16 of the GT&C and such provisions are incorporated herein by reference.

Any portions of this Service Agreement necessary to correct or cash-out imbalances or to make payment under this Service Agreement as required by the GT&C will survive the other parts of this Service Agreement until such time as such balancing or payment has been accomplished. To the extent that Customer desires to terminate this Service Agreement and Pipeline agrees to such termination, Pipeline will collect as part of the exit fee all (or such lesser portion as Pipeline agrees to) of the capacity Reservation Charges and surcharges otherwise recoverable by Pipeline from Customer for the balance of the contractual term, absent such early termination.

ARTICLE III TOLL SCHEDULE

For the entire period when this Service Agreement is in effect, this Service Agreement will be subject to all provisions of Toll Schedule MN151 and the GT&C of Pipeline's Tariff on file with the National Energy Board, all of which are by this reference made a part hereof.

Customer agrees to and will pay Pipeline all Reservation, Usage and other charges and fees provided for in Toll Schedule MN151, as effective from time to time, for service under this Service Agreement.

Customer agrees that Pipeline shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in: (i) the tolls and charges applicable to service pursuant to Pipeline's Toll Schedule MN151; (ii) Pipeline's Toll Schedule MN151; and/or (iii) any provision of the GT&C under Pipeline's Tariff. Customer shall have the right to intervene and protest any such filing.

ARTICLE IV POINT(S) OF RECEIPT AND DELIVERY

The Point(s) of Receipt and Point(s) of Delivery at which Pipeline shall receive and deliver gas, respectively, shall be specified in Exhibits A and B of this effective Service Agreement.

Exhibits A and B are hereby incorporated as part of this Service Agreement for all intents and purposes as if fully copied and set forth herein at length.

ARTICLE V
QUALITY

All natural gas tendered to Pipeline for Customer's account shall conform to the quality specifications set forth in Article 12 of Pipeline's GT&C. Customer agrees that if Customer tenders gas for service hereunder and Pipeline accepts such gas which does not comply with Pipeline's quality specifications, Customer will pay all costs associated with processing of such gas as necessary to comply with such quality specifications.

ARTICLE VI
ADDRESSES

Except as herein otherwise provided or as provided in the GT&C, any notice, request, demand, statement, invoice or payment provided for in this Service Agreement, or any notice which any party desires to give to the other, must be in writing and will be considered as duly delivered when mailed by registered, certified, or regular mail to the post office address of the parties hereto, as the case may be, as follows:

- (a) Pipeline:
- (b) Customer:

or such other address as either party designates by formal written notice.

ARTICLE VII
ASSIGNMENTS

Any Company which succeeds by purchase, merger, or consolidation to the properties, substantially or in entirety, of Customer or of Pipeline will be entitled to the rights and will be subject to the obligations of its predecessor in title under this Service Agreement. Either Customer or Pipeline may assign or pledge this Service Agreement under the provisions of any mortgage, deed of trust, indenture, bank credit agreement, assignment, receivable sale, or similar instrument which it has executed or may execute hereafter. Except as set forth above, neither Customer nor Pipeline shall assign this Service Agreement or any of its rights hereunder without the prior written consent of the other party; provided, however, that neither Customer nor Pipeline shall be released from its obligations hereunder without the consent of the other. In addition, Customer may assign its rights to capacity pursuant to Article 9 of the GT&C.

ARTICLE VIII
AGENCY ARRANGEMENT

Customer shall have the right to designate and agent or person to provide nomination and scheduling information, to receive invoices and make payments and to take actions necessary to release capacity and handle imbalance resolutions for Customer on Customer's behalf. The agent may be the same as used for similar purposes with respect to transportation on Maritimes & Northeast Pipeline, L.L.C. or other third party pipeline. Customer must provide Pipeline with ten (10) Business Days' advance written notice of its agent and the effective date

after which Pipeline is to act in accordance with the direction of the agent. Pipeline shall be entitled to rely on the representations, actions, and other directions of the agent on behalf of Customer and will be fully protected in relying upon such agent. Customer indemnifies and holds Pipeline harmless with respect to actions taken by Pipeline in reliance on Customer's agent.

ARTICLE IX
NONRECOURSE OBLIGATION OF
LIMITED LIABILITY PARTNERSHIP,
MANAGING PARTNER AND OPERATOR

Customer acknowledges and agrees that: (a) Pipeline is a New Brunswick limited partnership; (b) Customer shall have no recourse against any member of Pipeline or against Maritimes & Northeast Pipeline, L.L.C. or a partner thereof with respect to Pipeline's obligations under this Service Agreement and that its sole recourse shall be against the assets and revenues of Pipeline, irrespective of any failure to comply with applicable law or any provision of this Service Agreement; (c) no claim shall be made against any partner of Pipeline or against Maritimes & Northeast Pipeline, L.L.C. or a member thereof under or in connection with this Service Agreement; (d) no claims shall be made against the Operator, its officers, employees, and agents, under or in connection with this Service Agreement and the performance of its duties as Operator (provided that this shall not bar claims resulting from the gross negligence, undue discrimination or willful misconduct of the Operator) and Customer shall provide the Operator with a waiver of subrogation of Customer's insurance company for all such claims; and (e) this representation is made expressly for the benefit of the members in Pipeline, the Managing Partner, Operator, Maritimes & Northeast Pipeline, L.L.C. and its members.

ARTICLE X
INTERPRETATION

The parties hereto agree that the interpretation and performance of this Service Agreement must be in accordance with the laws of the Province of New Brunswick without recourse to the law governing conflict of laws.

This Service Agreement and the obligations of the parties are subject to all present and future valid laws with respect to the subject matter, Provincial and Federal, and to all valid present and future orders, rules, and regulations of duly constituted authorities having jurisdiction.

ARTICLE XI
CANCELLATION OF PRIOR CONTRACT(S)

This Service Agreement supersedes and cancels, as of the effective date of this Service Agreement, the contract(s) between the parties hereto as described below:

IN WITNESS WHEREOF, the parties hereto have caused this Service Agreement to be executed by their respective duly authorized officers and attested by their respective Secretaries or Assistant Secretaries, the day and year first above written.

MARITIMES & NORTHEAST PIPELINE LIMITED
PARTNERSHIP

By _____

ATTEST:

By _____

ATTEST:

EXHIBIT A

to

SERVICE AGREEMENT UNDER
TOLL SCHEDULE MN151
BETWEEN
MARITIMES & NORTHEAST PIPELINE LIMITED PARTNERSHIP
AND

_____ ("CUSTOMER")

DATED _____

FIRM RECEIPT POINTS

RECEIPT
POINT
(plus applicable fuel
retainage quantities)

MDRO

RECEIPT PRESSURE
LIMITATIONS

Signed for Identification

Pipeline: _____

Customer: _____

Supersedes Exhibit A Dated _____

EXHIBIT B

to

SERVICE AGREEMENT UNDER
TOLL SCHEDULE MN151
BETWEEN
MARITIMES & NORTHEAST PIPELINE LIMITED PARTNERSHIP
AND

_____("CUSTOMER")

DATED _____

FIRM DELIVERY POINTS

DELIVERY
POINT

MDDO

DELIVERY PRESSURE
LIMITATIONS

Signed for Identification

Pipeline: _____

Customer: _____

Supersedes Exhibit B Dated _____

**FORM OF SERVICE AGREEMENT
FOR TOLL SCHEDULE MN90**

This Service Agreement is made and entered into this _____ day of _____, _____, by and between Maritimes & Northeast Pipeline Limited Partnership (herein called "Pipeline") and _____ (herein called "Customer", whether one or more),

W I T N E S S E T H:

WHEREAS, Customer has requested and Pipeline has agreed to transport quantities of gas that are delivered by Customer or Customer's agent to Pipeline pursuant to the terms of this Service Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, the parties do covenant and agree as follows:

ARTICLE I
SCOPE OF AGREEMENT

Subject to the terms, conditions and limitations hereof, of Pipeline's Toll Schedule MN90, and of the GT&C, transportation service hereunder will be firm and Pipeline agrees to deliver for Customer's account quantities of natural gas up to the following quantity:

Maximum Daily Transportation Quantity (MDTQ) _____ GJ

Pipeline will receive for Customer's account for transportation hereunder daily quantities of gas up to Customer's MDTQ, plus Fuel Retainage Quantity, at Point(s) of Receipt as specified in Article IV herein. Pipeline will transport and deliver for Customer's account such daily quantities tendered up to such Customer's MDTQ at Point(s) of Delivery as specified in Article IV herein.

On any given Day, Pipeline shall not be obligated to, but may at its sole discretion, receive at Point(s) of Receipt quantities of gas in excess of Pipeline's Maximum Daily Receipt Obligation (MDRO), plus Fuel Retainage Quantity, but shall not be obligated to receive in the aggregate at all Points of Receipt on any Day a quantity of gas in excess of the applicable MDTQ, plus Fuel Retainage Quantity. On any given Day, Pipeline shall not be obligated to, but may at its sole discretion, deliver at Point(s) of Delivery quantities of gas in excess of Pipeline's Maximum Daily Delivery Obligation (MDDO), but shall not be obligated to deliver in the aggregate at all Points of Delivery on any Day a quantity of gas in excess of the applicable MDTQ.

ARTICLE II TERM OF AGREEMENT

This Agreement shall become effective as of the date set forth hereinabove and shall continue in effect for a term of ____ years from the Date of Commencement of Service ("Primary Term") and shall remain in force from year to year thereafter unless terminated by either party by written notice [at least two years for long term service agreements; mutually agreeable for short term service agreements] prior to the end of the Primary Term or any successive term thereafter.

Customer agrees that Pipeline may terminate this Service Agreement at any time subject to the provisions of Articles 4 and 16 of the GT&C and such provisions are incorporated herein by reference.

Any portions of this Service Agreement necessary to correct or cash-out imbalances or to make payment under this Service Agreement as required by the GT&C will survive the other parts of this Service Agreement until such time as such balancing or payment has been accomplished. To the extent that Customer desires to terminate this Service Agreement and Pipeline agrees to such termination, Pipeline will collect as part of the exit fee all (or such lesser portion as Pipeline agrees to) of the capacity Reservation Charges and surcharges otherwise recoverable by Pipeline from Customer for the balance of the contractual term, absent such early termination.

ARTICLE III TOLL SCHEDULE

For the entire period when this Service Agreement is in effect, this Service Agreement will be subject to all provisions of Toll Schedule MN90 and the GT&C of Pipeline's Tariff on file with the National Energy Board, all of which are by this reference made a part hereof.

Customer agrees to and will pay Pipeline all Reservation, Usage and other charges and fees provided for in Toll Schedule MN90, as effective from time to time, for service under this Service Agreement.

Customer agrees that Pipeline shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in: (i) the tolls and charges applicable to service pursuant to Pipeline's Toll Schedule MN90; (ii) Pipeline's Toll Schedule MN90; and/or (iii) any provision of the GT&C under Pipeline's Tariff. Customer shall have the right to intervene and protest any such filing.

ARTICLE IV POINT(S) OF RECEIPT AND DELIVERY

The Point(s) of Receipt and Point(s) of Delivery at which Pipeline shall receive and deliver gas, respectively, shall be specified in Exhibits A and B of this effective Service Agreement.

Exhibits A and B are hereby incorporated as part of this Service Agreement for all intents and purposes as if fully copied and set forth herein at length.

ARTICLE V
QUALITY

All natural gas tendered to Pipeline for Customer's account shall conform to the quality specifications set forth in Article 12 of Pipeline's GT&C. Customer agrees that if Customer tenders gas for service hereunder and Pipeline accepts such gas which does not comply with Pipeline's quality specifications, Customer will pay all costs associated with processing of such gas as necessary to comply with such quality specifications.

ARTICLE VI
ADDRESSES

Except as herein otherwise provided or as provided in the GT&C, any notice, request, demand, statement, invoice or payment provided for in this Service Agreement, or any notice which any party desires to give to the other, must be in writing and will be considered as duly delivered when mailed by registered, certified, or regular mail to the post office address of the parties hereto, as the case may be, as follows:

- (a) Pipeline:
- (b) Customer:

or such other address as either party designates by formal written notice.

ARTICLE VII
ASSIGNMENTS

Any Company which succeeds by purchase, merger, or consolidation to the properties, substantially or in entirety, of Customer or of Pipeline will be entitled to the rights and will be subject to the obligations of its predecessor in title under this Service Agreement. Either Customer or Pipeline may assign or pledge this Service Agreement under the provisions of any mortgage, deed of trust, indenture, bank credit agreement, assignment, receivable sale, or similar instrument which it has executed or may execute hereafter. Except as set forth above, neither Customer nor Pipeline shall assign this Service Agreement or any of its rights hereunder without the prior written consent of the other party; provided, however, that neither Customer nor Pipeline shall be released from its obligations hereunder without the consent of the other. In addition, Customer may assign its rights to capacity pursuant to Article 9 of the GT&C.

ARTICLE VIII
AGENCY ARRANGEMENT

Customer shall have the right to designate and agent or person to provide nomination and scheduling information, to receive invoices and make payments and to take actions necessary to release capacity and handle imbalance resolutions for Customer on Customer's behalf. The agent may be the same as used for similar purposes with respect to transportation on Maritimes & Northeast Pipeline, L.L.C. or other third party pipeline. Customer must provide Pipeline with ten (10) Business Days' advance written notice of its agent and the effective date

after which Pipeline is to act in accordance with the direction of the agent. Pipeline shall be entitled to rely on the representations, actions, and other directions of the agent on behalf of Customer and will be fully protected in relying upon such agent. Customer indemnifies and holds Pipeline harmless with respect to actions taken by Pipeline in reliance on Customer's agent.

ARTICLE IX
NONRECOURSE OBLIGATION OF
LIMITED LIABILITY PARTNERSHIP,
MANAGING PARTNER, AND OPERATOR

Customer acknowledges and agrees that: (a) Pipeline is a New Brunswick limited partnership; (b) Customer shall have no recourse against any partner of Pipeline or against Maritimes & Northeast Pipeline, L.L.C. or a member thereof with respect to Pipeline's obligations under this Service Agreement and that its sole recourse shall be against the assets and revenues of Pipeline, irrespective of any failure to comply with applicable law or any provision of this Service Agreement; (c) no claim shall be made against any partner of Pipeline or against Maritimes & Northeast Pipeline, L.L.C. or a member thereof under or in connection with this Service Agreement; (d) no claims shall be made against the Operator, its officers, employees, and agents, under or in connection with this Service Agreement and the performance of its duties as Operator (provided that this shall not bar claims resulting from the gross negligence, undue discrimination or willful misconduct of the Operator) and Customer shall provide the Operator with a waiver of subrogation of Customer's insurance company for all such claims; and (e) this representation is made expressly for the benefit of the members in Pipeline, the Managing Partner, Operator, Maritimes & Northeast Pipeline, L.L.C. and its members.

ARTICLE X
INTERPRETATION

The parties hereto agree that the interpretation and performance of this Service Agreement must be in accordance with the laws of the Province of New Brunswick without recourse to the law governing conflict of laws.

This Service Agreement and the obligations of the parties are subject to all present and future valid laws with respect to the subject matter, Provincial and Federal, and to all valid present and future orders, rules, and regulations of duly constituted authorities having jurisdiction.

ARTICLE XI
CANCELLATION OF PRIOR CONTRACT(S)

This Service Agreement supersedes and cancels, as of the effective date of this Service Agreement, the contract(s) between the parties hereto as described below:

IN WITNESS WHEREOF, the parties hereto have caused this Service Agreement to be executed by their respective duly authorized officers and attested by their respective Secretaries or Assistant Secretaries, the day and year first above written.

MARITIMES & NORTHEAST PIPELINE LIMITED
PARTNERSHIP

By _____

ATTEST:

By _____

ATTEST:

EXHIBIT A
to
SERVICE AGREEMENT UNDER
TOLL SCHEDULE MN90
BETWEEN
MARITIMES & NORTHEAST PIPELINE LIMITED PARTNERSHIP
AND
_____ ("CUSTOMER")

DATED _____

TOLL SCHEDULE MN90

FIRM RECEIPT POINTS

RECEIPT
POINT
(plus applicable fuel
retainage quantities)

MDRO

RECEIPT PRESSURE
LIMITATIONS

Signed for Identification
Pipeline: _____
Customer: _____
Supersedes Exhibit A Dated _____

EXHIBIT B

to

SERVICE AGREEMENT UNDER
TOLL SCHEDULE MN90
BETWEEN
MARITIMES & NORTHEAST PIPELINE LIMITED PARTNERSHIP
AND

_____ ("CUSTOMER")

DATED _____

FIRM DELIVERY POINTS

DELIVERY
POINT

MDDO

DELIVERY PRESSURE
LIMITATIONS

Signed for Identification

Pipeline: _____

Customer: _____

Supersedes Exhibit B Dated _____

**FORM OF SERVICE AGREEMENT
FOR TOLL SCHEDULE OP214**

This Service Agreement is made and entered into this _____ day of _____, _____, by and between Maritimes & Northeast Pipeline Limited Partnership (herein called "Pipeline") and _____ (herein called "Customer", whether one or more),

W I T N E S S E T H:

WHEREAS, Customer has requested and Pipeline has agreed to transport quantities of gas that are delivered by Customer or Customer's agent to Pipeline pursuant to the terms of this Service Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, the parties do covenant and agree as follows:

ARTICLE I
SCOPE OF AGREEMENT

Subject to the terms, conditions and limitations hereof, of Pipeline's Toll Schedule OP214, and of the GT&C, transportation service hereunder will be firm and Pipeline agrees to deliver during the period from _____ to _____ for Customer's account quantities of natural gas up to the following quantity:

Maximum Daily Transportation Quantity (MDTQ) _____ GJ

Pipeline will receive for Customer's account for transportation hereunder daily quantities of gas up to Customer's MDTQ, plus Fuel Retainage Quantity, at Point(s) of Receipt as specified in Article IV herein. Pipeline will transport and deliver for Customer's account such daily quantities tendered up to such Customer's MDTQ at Point(s) of Delivery as specified in Article IV herein.

On any given Day, Pipeline shall not be obligated to, but may at its sole discretion, receive at Point(s) of Receipt quantities of gas in excess of Pipeline's Maximum Daily Receipt Obligation (MDRO), plus Fuel Retainage Quantity, but shall not be obligated to receive in the aggregate at all Points of Receipt on any Day a quantity of gas in excess of the applicable MDTQ, plus Fuel Retainage Quantity. On any given Day, Pipeline shall not be obligated to, but may at its sole discretion, deliver at Point(s) of Delivery quantities of gas in excess of Pipeline's Maximum Daily Delivery Obligation (MDDO), but shall not be obligated to deliver in the aggregate at all Points of Delivery on any Day a quantity of gas in excess of the applicable MDTQ.

ARTICLE II TERM OF AGREEMENT

This Agreement shall become effective as of the date set forth hereinabove and shall continue in effect for a term of ____ years from the Date of Commencement of Service ("Primary Term") and shall remain in force from year to year thereafter unless terminated by either party by written notice [at least two years for long term service agreements; mutually agreeable for short term service agreements] prior to the end of the Primary Term or any successive term thereafter.

Customer agrees that Pipeline may terminate this Service Agreement at any time subject to the provisions of Articles 4 and 16 of the GT&C and such provisions are incorporated herein by reference.

Any portions of this Service Agreement necessary to correct or cash-out imbalances or to make payment under this Service Agreement as required by the GT&C will survive the other parts of this Service Agreement until such time as such balancing or payment has been accomplished. To the extent that Customer desires to terminate this Service Agreement and Pipeline agrees to such termination, Pipeline will collect as part of the exit fee all (or such lesser portion as Pipeline agrees to) of the capacity Reservation Charges and surcharges otherwise recoverable by Pipeline from Customer for the balance of the contractual term, absent such early termination.

ARTICLE III TOLL SCHEDULE

For the entire period when this Service Agreement is in effect, this Service Agreement will be subject to all provisions of Toll Schedule OP214 and the GT&C of Pipeline's Tariff on file with the National Energy Board, all of which are by this reference made a part hereof.

Customer agrees to and will pay Pipeline all Reservation, Usage and other charges and fees provided for in Toll Schedule OP214, as effective from time to time, for service under this Service Agreement.

Customer agrees that Pipeline shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in: (i) the tolls and charges applicable to service pursuant to Pipeline's Toll Schedule OP214; (ii) Pipeline's Toll Schedule OP214; and/or (iii) any provision of the GT&C under Pipeline's Tariff. Customer shall have the right to intervene and protest any such filing.

ARTICLE IV POINT(S) OF RECEIPT AND DELIVERY

The Point(s) of Receipt and Point(s) of Delivery at which Pipeline shall receive and deliver gas, respectively, shall be specified in Exhibits A and B of this effective Service Agreement.

Exhibits A and B are hereby incorporated as part of this Service Agreement for all intents and purposes as if fully copied and set forth herein at length.

ARTICLE V
QUALITY

All natural gas tendered to Pipeline for Customer's account shall conform to the quality specifications set forth in Article 12 of Pipeline's GT&C. Customer agrees that if Customer tenders gas for service hereunder and Pipeline accepts such gas which does not comply with Pipeline's quality specifications, Customer will pay all costs associated with processing of such gas as necessary to comply with such quality specifications.

ARTICLE VI
ADDRESSES

Except as herein otherwise provided or as provided in the GT&C, any notice, request, demand, statement, invoice or payment provided for in this Service Agreement, or any notice which any party desires to give to the other, must be in writing and will be considered as duly delivered when mailed by registered, certified, or regular mail to the post office address of the parties hereto, as the case may be, as follows:

(a) Pipeline:

(b) Customer:

or such other address as either party designates by formal written notice.

ARTICLE VII
ASSIGNMENTS

Any Company which succeeds by purchase, merger, or consolidation to the properties, substantially or in entirety, of Customer or of Pipeline will be entitled to the rights and will be subject to the obligations of its predecessor in title under this Service Agreement. Either Customer or Pipeline may assign or pledge this Service Agreement under the provisions of any mortgage, deed of trust, indenture, bank credit agreement, assignment, receivable sale, or similar instrument which it has executed or may execute hereafter. Except as set forth above, neither Customer nor Pipeline shall assign this Service Agreement or any of its rights hereunder without the prior written consent of the other party; provided, however, that neither Customer nor Pipeline shall be released from its obligations hereunder without the consent of the other. In addition, Customer may assign its rights to capacity pursuant to Article 9 of the GT&C.

ARTICLE VIII
AGENCY ARRANGEMENT

Customer shall have the right to designate an agent or person to provide nomination and scheduling information, to receive invoices and make payments and to take actions necessary to release capacity and handle imbalance resolutions for Customer on Customer's behalf. The agent may be the same as used for similar purposes with respect to transportation on Maritimes & Northeast Pipeline, L.L.C. or other third party pipeline. Customer must provide Pipeline with ten (10) Business Days' advance written notice of its agent and the effective date after which Pipeline is to act in accordance with the direction of the agent. Pipeline shall be

entitled to rely on the representations, actions, and other directions of the agent on behalf of Customer and will be fully protected in relying upon such agent. Customer indemnifies and holds Pipeline harmless with respect to actions taken by Pipeline in reliance on Customer's agent.

ARTICLE IX
NONRECOURSE OBLIGATION OF
LIMITED LIABILITY PARTNERSHIP,
MANAGING PARTNER AND OPERATOR

Customer acknowledges and agrees that: (a) Pipeline is a New Brunswick limited partnership; (b) Customer shall have no recourse against any member of Pipeline or against Maritimes & Northeast Pipeline, L.L.C. or a member thereof with respect to Pipeline's obligations under this Service Agreement and that its sole recourse shall be against the assets and revenues of the Pipeline, irrespective of any failure to comply with applicable law or any provision of this Service Agreement; (c) no claim shall be made against any member of Pipeline or against Maritimes & Northeast Pipeline, L.L.C. or a member thereof under or in connection with this Service Agreement; (d) no claims shall be made against the Operator, its officers, employees, and agents, under or in connection with this Service Agreement and the performance of its duties as Operator (provided that this shall not bar claims resulting from the gross negligence, undue discrimination or willful misconduct of the Operator) and Customer shall provide the Managing Member and Operator with a waiver of subrogation of Customer's insurance company for all such claims, and (e) this representation is made expressly for the benefit of the members in Pipeline, Managing Partner, Operator Maritimes & Northeast Pipeline, L.L.C. and its members.

ARTICLE X
INTERPRETATION

The parties hereto agree that the interpretation and performance of this Service Agreement must be in accordance with the laws of the Province of New Brunswick without recourse to the law governing conflict of laws.

This Service Agreement and the obligations of the parties are subject to all present and future valid laws with respect to the subject matter, Provincial and Federal, and to all valid present and future orders, rules, and regulations of duly constituted authorities having jurisdiction.

ARTICLE XI
CANCELLATION OF PRIOR CONTRACT(S)

This Service Agreement supersedes and cancels, as of the effective date of this Service Agreement, the contract(s) between the parties hereto as described below:

IN WITNESS WHEREOF, the parties hereto have caused this Service Agreement to be executed by their respective duly authorized officers and attested by their respective Secretaries or Assistant Secretaries, the day and year first above written.

MARITIMES & NORTHEAST PIPELINE LIMITED
PARTNERSHIP

By _____

ATTEST:

By _____

ATTEST:

EXHIBIT A

to

SERVICE AGREEMENT UNDER
TOLL SCHEDULE OP214
BETWEEN

MARITIMES & NORTHEAST PIPELINE LIMITED PARTNERSHIP
AND

_____ ("CUSTOMER")

DATED _____

FIRM RECEIPT POINTS

RECEIPT
POINT
(plus applicable fuel
retainage quantities)

MDRO

RECEIPT PRESSURE
LIMITATIONS

Signed for Identification

Pipeline: _____

Customer: _____

Supersedes Exhibit A Dated _____

EXHIBIT B

to

SERVICE AGREEMENT UNDER
TOLL SCHEDULE OP214
BETWEEN
MARITIMES & NORTHEAST PIPELINE LIMITED PARTNERSHIP
AND

_____ ("CUSTOMER")

DATED _____

FIRM DELIVERY POINTS

DELIVERY
POINT

MDDO

DELIVERY PRESSURE
LIMITATIONS

Signed for Identification

Pipeline: _____

Customer: _____

Supersedes Exhibit B Dated _____

**FORM OF SERVICE AGREEMENT
FOR TOLL SCHEDULE OP275**

This Service Agreement is made and entered into this ____ day of _____, _____, by and between Maritimes & Northeast Pipeline Limited Partnership (herein called "Pipeline") and _____ (herein called "Customer", whether one or more),

W I T N E S S E T H:

WHEREAS, Customer has requested and Pipeline has agreed to transport quantities of gas that are delivered by Customer or Customer's agent to Pipeline pursuant to the terms of this Service Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, the parties do covenant and agree as follows:

ARTICLE I
SCOPE OF AGREEMENT

Subject to the terms, conditions and limitations hereof, of Pipeline's Toll Schedule OP275, and of the GT&C, transportation service hereunder will be firm and Pipeline agrees to deliver during the period from _____ to _____ for Customer's account quantities of natural gas up to the following quantity:

Maximum Daily Transportation Quantity (MDTQ) _____ GJ

Pipeline will receive for Customer's account for transportation hereunder daily quantities of gas up to Customer's MDTQ, plus Fuel Retainage Quantity, at Point(s) of Receipt as specified in Article IV herein. Pipeline will transport and deliver for Customer's account such daily quantities tendered up to such Customer's MDTQ at Point(s) of Delivery as specified in Article IV herein.

On any given Day, Pipeline shall not be obligated to, but may at its sole discretion, receive at Point(s) of Receipt quantities of gas in excess of Pipeline's Maximum Daily Receipt Obligation (MDRO), plus Fuel Retainage Quantity, but shall not be obligated to receive in the aggregate at all Points of Receipt on any Day a quantity of gas in excess of the applicable MDTQ, plus Fuel Retainage Quantity. On any given Day, Pipeline shall not be obligated to, but may at its sole discretion, deliver at Point(s) of Delivery quantities of gas in excess of Pipeline's Maximum Daily Delivery Obligation (MDDO), but shall not be obligated to deliver in the aggregate at all Points of Delivery on any Day a quantity of gas in excess of the applicable MDTQ.

ARTICLE II TERM OF AGREEMENT

This Agreement shall become effective as of the date set forth hereinabove and shall continue in effect for a term of ____ years from the Date of Commencement of Service ("Primary Term") and shall remain in force from year to year thereafter unless terminated by either party by written notice [at least two years for long term service agreements; mutually agreeable for short term service agreements] prior to the end of the Primary Term or any successive term thereafter.

Customer agrees that Pipeline may terminate this Service Agreement at any time subject to the provisions of Articles 4 and 16 of the GT&C and such provisions are incorporated herein by reference.

Any portions of this Service Agreement necessary to correct or cash-out imbalances or to make payment under this Service Agreement as required by the GT&C will survive the other parts of this Service Agreement until such time as such balancing or payment has been accomplished. To the extent that Customer desires to terminate this Service Agreement and Pipeline agrees to such termination, Pipeline will collect as part of the exit fee all (or such lesser portion as Pipeline agrees to) of the capacity Reservation Charges and surcharges otherwise recoverable by Pipeline from Customer for the balance of the contractual term, absent such early termination.

ARTICLE III TOLL SCHEDULE

For the entire period when this Service Agreement is in effect, this Service Agreement will be subject to all provisions of Toll Schedule OP275 and the GT&C of Pipeline's Tariff on file with the National Energy Board, all of which are by this reference made a part hereof.

Customer agrees to and will pay Pipeline all Reservation, Usage and other charges and fees provided for in Toll Schedule OP275, as effective from time to time, for service under this Service Agreement.

Customer agrees that Pipeline shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in: (i) the tolls and charges applicable to service pursuant to Pipeline's Toll Schedule OP275; (ii) Pipeline's Toll Schedule OP275; and/or (iii) any provision of the GT&C under Pipeline's Tariff. Customer shall have the right to intervene and protest any such filing.

ARTICLE IV POINT(S) OF RECEIPT AND DELIVERY

The Point(s) of Receipt and Point(s) of Delivery at which Pipeline shall receive and deliver gas, respectively, shall be specified in Exhibits A and B of this effective Service Agreement.

Exhibits A and B are hereby incorporated as part of this Service Agreement for all intents and purposes as if fully copied and set forth herein at length.

ARTICLE V
QUALITY

All natural gas tendered to Pipeline for Customer's account shall conform to the quality specifications set forth in Article 12 of Pipeline's GT&C. Customer agrees that if Customer tenders gas for service hereunder and Pipeline accepts such gas which does not comply with Pipeline's quality specifications, Customer will pay all costs associated with processing of such gas as necessary to comply with such quality specifications.

ARTICLE VI
ADDRESSES

Except as herein otherwise provided or as provided in the GT&C, any notice, request, demand, statement, invoice or payment provided for in this Service Agreement, or any notice which any party desires to give to the other, must be in writing and will be considered as duly delivered when mailed by registered, certified, or regular mail to the post office address of the parties hereto, as the case may be, as follows:

- (a) Pipeline:
- (b) Customer:

or such other address as either party designates by formal written notice.

ARTICLE VII
ASSIGNMENTS

Any Company which succeeds by purchase, merger, or consolidation to the properties, substantially or in entirety, of Customer or of Pipeline will be entitled to the rights and will be subject to the obligations of its predecessor in title under this Service Agreement. Either Customer or Pipeline may assign or pledge this Service Agreement under the provisions of any mortgage, deed of trust, indenture, bank credit agreement, assignment, receivable sale, or similar instrument which it has executed or may execute hereafter. Except as set forth above, neither Customer nor Pipeline shall assign this Service Agreement or any of its rights hereunder without the prior written consent of the other party; provided, however, that neither Customer nor Pipeline shall be released from its obligations hereunder without the consent of the other. In addition, Customer may assign its rights to capacity pursuant to Article 9 of the GT&C.

ARTICLE VIII
AGENCY ARRANGEMENT

Customer shall have the right to designate and agent or person to provide nomination and scheduling information, to receive invoices and make payments and to take actions necessary to release capacity and handle imbalance resolutions for Customer on Customer's behalf. The agent may be the same as used for similar purposes with respect to transportation on Maritimes & Northeast Pipeline, L.L.C. or other third party pipeline. Customer must provide Pipeline with ten (10) Business Days' advance written notice of its agent and the effective date

after which Pipeline is to act in accordance with the direction of the agent. Pipeline shall be entitled to rely on the representations, actions, and other directions of the agent on behalf of Customer and will be fully protected in relying upon such agent. Customer indemnifies and holds Pipeline harmless with respect to actions taken by Pipeline in reliance on Customer's agent.

ARTICLE IX
NONRECOURSE OBLIGATION OF
LIMITED LIABILITY PARTNERSHIP,
MANAGING PARTNER AND OPERATOR

Customer acknowledges and agrees that: (a) Pipeline is a New Brunswick limited partnership; (b) Customer shall have no recourse against any member of Pipeline or against Maritimes & Northeast Pipeline, L.L.C. or a member thereof with respect to Pipeline's obligations under this Service Agreement and that its sole recourse shall be against the assets and revenues of the Pipeline, irrespective of any failure to comply with applicable law of any provision of this Service Agreement; (c) no claim shall be made against any member of Pipeline or against Maritimes & Northeast Pipeline, L.L.C. or a member thereof under or in connection with this Service Agreement; (d) no claims shall be made against the Operator, its officers, employees, and agents, under or in connection with this Service Agreement and the performance of its duties as Operator (provided that this shall not bar claims resulting from the gross negligence, undue discrimination or willful misconduct of the Operator) and Customer shall provide the Managing Member and Operator with a waiver of subrogation of Customer's insurance company for all such claims, and (e) this representation is made expressly for the benefit of the members in Pipeline, Managing Partner, Operator Maritimes & Northeast Pipeline, L.L.C. and its members.

ARTICLE X
INTERPRETATION

The parties hereto agree that the interpretation and performance of this Service Agreement must be in accordance with the laws of the Province of New Brunswick without recourse to the law governing conflict of laws.

This Service Agreement and the obligations of the parties are subject to all present and future valid laws with respect to the subject matter, Provincial and Federal, and to all valid present and future orders, rules, and regulations of duly constituted authorities having jurisdiction.

ARTICLE XI
CANCELLATION OF PRIOR CONTRACT(S)

This Service Agreement supersedes and cancels, as of the effective date of this Service Agreement, the contract(s) between the parties hereto as described below:

IN WITNESS WHEREOF, the parties hereto have caused this Service Agreement to be executed by their respective duly authorized officers and attested by their respective Secretaries or Assistant Secretaries, the day and year first above written.

MARITIMES & NORTHEAST PIPELINE LIMITED
PARTNERSHIP

By _____

ATTEST:

By _____

ATTEST:

EXHIBIT A

to

SERVICE AGREEMENT UNDER
TOLL SCHEDULE OP275
BETWEEN
MARITIMES & NORTHEAST PIPELINE LIMITED PARTNERSHIP
AND

_____ ("CUSTOMER")

DATED _____

FIRM RECEIPT POINTS

RECEIPT
POINT
(plus applicable fuel
retainage quantities)

MDRO

RECEIPT PRESSURE
LIMITATIONS

Signed for Identification

Pipeline: _____

Customer: _____

Supersedes Exhibit A Dated _____

EXHIBIT B

to

SERVICE AGREEMENT UNDER
TOLL SCHEDULE OP275
BETWEEN
MARITIMES & NORTHEAST PIPELINE LIMITED PARTNERSHIP
AND

_____ ("CUSTOMER")

DATED _____

FIRM DELIVERY POINTS

DELIVERY
POINT

MDDO

DELIVERY PRESSURE
LIMITATIONS

Signed for Identification

Pipeline: _____

Customer: _____

Supersedes Exhibit B Dated _____

**FORM OF SERVICE AGREEMENT
FOR TOLL SCHEDULE MNIT**

This Service Agreement is made and entered into this ____ day of _____, _____, by and between Maritimes & Northeast Pipeline Limited Partnership (herein called "Pipeline") and _____ (herein called "Customer", whether one or more),

W I T N E S S E T H:

WHEREAS, Customer has requested and Pipeline has agreed to transport quantities of gas that are delivered by Customer or Customer's agent to Pipeline pursuant to the terms of this Service Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, the parties do covenant and agree as follows:

ARTICLE I
SCOPE OF AGREEMENT

Subject to the terms, conditions and limitations hereof, of Pipeline's Toll Schedule MNIT, and of the GT&C, transportation service hereunder will be interruptible and Pipeline agrees to deliver for Customer's account quantities of natural gas up to the following quantity:

Maximum Daily Transportation Quantity (MDTQ) _____ GJ

Service hereunder shall be subject to curtailment or interruption at any time that Pipeline determines in its sole discretion that deliveries hereunder would in any way interfere with or restrict Pipeline's ability to make deliveries of gas under any and all transportation services having a higher priority on Pipeline's system pursuant to Article 8 of the GT&C than service requested hereunder. Subject to the foregoing, Pipeline will receive for Customer's account for transportation hereunder daily quantities of gas up to Customer's MDTQ, plus Fuel Retainage Quantity at Point(s) of Receipt as specified in Article IV herein. Pipeline will transport and deliver for Customer's account such daily quantities tendered up to such Customer's MDTQ at Point(s) of Delivery as specified in Article IV herein.

On any given Day, Pipeline shall not be obligated to, but may at its sole discretion, receive at Point(s) of Receipt quantities of gas in excess of Pipeline's Maximum Daily Receipt Obligation (MDRO), plus Fuel Retainage Quantity, but shall not receive in the aggregate at all Points of Receipt on any Day a quantity of gas in excess of the applicable MDTQ, plus Fuel Retainage Quantity. On any given Day, Pipeline shall not be obligated to, but may at its sole discretion, deliver at Point(s) of Delivery quantities of gas in excess of Pipeline's Maximum Daily Delivery Obligation (MDDO), but shall not deliver in the aggregate at all Points of Delivery on any Day a quantity of gas in excess of the applicable MDTQ.

ARTICLE II TERM OF AGREEMENT

This Agreement shall become effective as of the date set forth hereinabove and shall continue in effect for a term of ____ years from the Date of Commencement of Service ("Primary Term") and shall remain in force from year to year thereafter unless terminated by either party by written notice [at least two years for long term service agreements; mutually agreeable for short term service agreements] prior to the end of the Primary Term or any successive term thereafter.

Customer agrees that Pipeline may terminate this Service Agreement at any time subject to the provisions of Articles 4 and 16 of the GT&C and such provisions are incorporated herein by reference.

Any portions of this Service Agreement necessary to correct or cash-out imbalances or to make payment under this Service Agreement as required by the GT&C will survive the other parts of this Service Agreement until such time as such balancing or payment has been accomplished. To the extent that Customer desires to terminate this Service Agreement and Pipeline agrees to such termination, Pipeline will collect as part of the exit fee all (or such lesser portion as Pipeline agrees to) of the capacity Reservation Charges and surcharges otherwise recoverable by Pipeline from Customer for the balance of the contractual term, absent such early termination.

ARTICLE III TOLL SCHEDULE

For the entire period when this Service Agreement is in effect, this Service Agreement will be subject to all provisions of Toll Schedule MNIT and the GT&C of Pipeline's Tariff on file with the National Energy Board, all of which are by this reference made a part hereof.

Customer agrees to and will pay Pipeline all Usage and other charges and fees provided for in Toll Schedule MNIT, as effective from time to time, for service under this Service Agreement.

Customer agrees that Pipeline shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in: (i) the tolls and charges applicable to service pursuant to Pipeline's Toll Schedule MNIT; (ii) Pipeline's Toll Schedule MNIT; and/or (iii) any provision of the GT&C under Pipeline's Tariff. Customer shall have the right to intervene and protest any such filing.

ARTICLE IV POINT(S) OF RECEIPT AND DELIVERY

All Point(s) of Receipt and Point(s) of Delivery at which Pipeline receives and delivers gas, respectively, shall be available as Point(s) of Receipt and Point(s) of Delivery under this Service Agreement.

Pipeline shall not be obligated to receive gas at any pressure less than the operating pressure of Pipeline's system at the Point(s) of Receipt. Pipeline shall deliver gas at each

Point(s) of Delivery at such pressures as may exist on Pipeline's system from time to time at such point. In no event shall Pipeline be obligated to deliver gas at any time at a pressure in excess of the Maximum Allowable Operating Pressure for Pipeline's facilities at any point.

ARTICLE V QUALITY

All natural gas tendered to Pipeline for Customer's account shall conform to the quality specifications set forth in Article 12 of Pipeline's GT&C. Customer agrees that if Customer tenders gas for service hereunder and Pipeline accepts such gas which does not comply with Pipeline's quality specifications, Customer will pay all costs associated with processing of such gas as necessary to comply with such quality specifications.

ARTICLE VI ADDRESSES

Except as herein otherwise provided or as provided in the GT&C, any notice, request, demand, statement, invoice or payment provided for in this Service Agreement, or any notice which any party desires to give to the other, must be in writing and will be considered as duly delivered when mailed by registered, certified, or regular mail to the post office address of the parties hereto, as the case may be, as follows:

- (a) Pipeline:
- (b) Customer:

or such other address as either party designates by formal written notice.

ARTICLE VII ASSIGNMENTS

Any Company which succeeds by purchase, merger, or consolidation to the properties, substantially or in entirety, of Customer or of Pipeline will be entitled to the rights and will be subject to the obligations of its predecessor in title under this Service Agreement. Either Customer or Pipeline may assign or pledge this Service Agreement under the provisions of any mortgage, deed of trust, indenture, bank credit agreement, assignment, receivable sale, or similar instrument which it has executed or may execute hereafter. Except as set forth above this Service Agreement is not assignable.

ARTICLE VIII AGENCY ARRANGEMENT

Customer shall have the right to designate an agent or person to provide nomination and scheduling information, to receive invoices and make payments and to take actions necessary to release capacity and handle imbalance resolutions for Customer on Customer's behalf. The agent may be the same as used for similar purposes with respect to transportation on Maritimes & Northeast Pipeline, L.L.C. or other third party pipeline. Customer must provide Pipeline with ten (10) Business Days' advance written notice of its agent and the effective date after which Pipeline is to act in accordance with the direction of the agent. Pipeline shall be

entitled to rely on the representations, actions, and other directions of the agent on behalf of Customer and will be fully protected in relying upon such agent. Customer indemnifies and holds Pipeline harmless with respect to actions taken by Pipeline in reliance on Customer's agent.

ARTICLE IX
NONRECOURSE OBLIGATION OF
LIMITED LIABILITY PARTNERSHIP,
MANAGING PARTNER AND OPERATOR

Customer acknowledges and agrees that: (a) Pipeline is a New Brunswick limited partnership; (b) Customer shall have no recourse against any partner of Pipeline or against Maritimes & Northeast Pipeline, L.L.C. with respect to Pipeline's obligations under this Service Agreement and that its sole recourse shall be against the assets and revenues of Pipeline, irrespective of any failure to comply with applicable law or any provision of this Service Agreement; (c) no claim shall be made against any member of Pipeline or against Maritimes & Northeast Pipeline, L.L.C. under or in connection with this Service Agreement; (d) no claims shall be made against the Operator, its officers, employees, and agents, under or in connection with this Service Agreement and the performance of its duties as Operator (provided that this shall not bar claims resulting from the gross negligence, undue discrimination or willful misconduct of the Operator) and Customer shall provide the Operator with a waiver of subrogation of Customer's insurance company for all such claims; and (e) this representation is made expressly for the benefit of the members in Pipeline, Managing Partner, Operator, Maritimes & Northeast Pipeline, L.L.C. and its members.

ARTICLE X
INTERPRETATION

The parties hereto agree that the interpretation and performance of this Service Agreement must be in accordance with the laws of the Province of New Brunswick without recourse to the law governing conflict of laws.

This Service Agreement and the obligations of the parties are subject to all present and future valid laws with respect to the subject matter, Provincial and Federal, and to all valid present and future orders, rules, and regulations of duly constituted authorities having jurisdiction.

ARTICLE XI
CANCELLATION OF PRIOR CONTRACT(S)

This Service Agreement supersedes and cancels, as of the effective date of this Service Agreement, the contract(s) between the parties hereto as described below:

IN WITNESS WHEREOF, the parties hereto have caused this Service Agreement to be executed by their respective duly authorized officers and attested by their respective Secretaries or Assistant Secretaries, the day and year first above written.

MARITIMES & NORTHEAST PIPELINE LIMITED
PARTNERSHIP

By _____

ATTEST:

By _____

ATTEST:

**FORM OF SERVICE AGREEMENT
FOR TOLL SCHEDULE MNSTS**

This Service Agreement is made and entered into this ____ day of _____, _____, by and between Maritimes & Northeast Pipeline Limited Partnership (herein called "Pipeline") and _____ (herein called "Customer", whether one or more),

W I T N E S S E T H:

WHEREAS, Customer has requested and Pipeline has agreed to transport quantities of gas that are delivered by Customer or Customer's agent to Pipeline pursuant to the terms of this Service Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreement herein contained, the parties do covenant and agree as follows:

ARTICLE 1
SCOPE OF AGREEMENT

Subject to the terms, conditions and limitations hereof, of Pipeline's Toll Schedule MNSTS, and of the GT&C, transportation service hereunder will be interruptible and Pipeline agrees to deliver for Customer's account quantities of natural gas up to the following quantity:

Maximum Daily Transportation Quantity (MDTQ) _____ GJ

Service hereunder shall be subject to curtailment or interruption at any time that Pipeline determines in its sole discretion that deliveries hereunder would in any way interfere with or restrict Pipeline's ability to make deliveries of gas under any and all transportation services having a higher priority on Pipeline's system pursuant to Article 8 of the GT&C than service requested hereunder. Subject to the foregoing, Pipeline will receive for Customer's account for transportation hereunder daily quantities of gas up to Customer's MDTQ, plus Fuel Retainage Quantity at Point(s) of Receipt as specified in Article IV herein. Pipeline will transport and deliver for Customer's account such daily quantities tendered up to such Customer's MDTQ at Point(s) of Delivery as specified in Article IV herein.

On any given Day, Pipeline shall not be obligated to, but may at its sole discretion, receive at Point(s) of Receipt quantities of gas in excess of Pipeline's Maximum Daily Receipt Obligation (MDRO), plus Fuel Retainage Quantity, but shall not receive in the aggregate at all Points of Receipt on any Day a quantity of gas in excess of the applicable MDTQ, plus Fuel Retainage Quantity. On any given Day, Pipeline shall not be obligated to, but may at its sole discretion, deliver at Point(s) of Delivery quantities of gas in excess of Pipeline's Maximum Daily Delivery Obligation (MDDO), but shall not deliver in the aggregate at all Points of Delivery on any Day a quantity of gas in excess of the applicable MDTQ.

ARTICLE II
TERM OF AGREEMENT

This Agreement shall become effective as of the date set forth hereinabove and shall continue in effect for a term of _____ years from the Date of Commencement of Service ("Primary Term") and shall remain in force from year to year thereafter unless terminated by either party by written notice [at least two years for long term service agreements; mutually agreeable for short term service agreements] prior to the end of the Primary Term or any successive term thereafter.

Customer agrees that Pipeline may terminate this Service Agreement at any time subject to the provisions of Articles 4 and 16 of the GT&C and such provisions are incorporated herein by reference.

Any portions of this Service Agreement necessary to correct or cash-out imbalances or to make payment under this Service Agreement as required by the GT&C will survive the other parts of this Service Agreement until such time as balancing or payment has been accomplished.

ARTICLE III
TOLL SCHEDULE

For the entire period when this Service Agreement is in effect, this Service Agreement will be subject to all provisions of Toll Schedule MNSTS and the GT&C of Pipeline's Tariff on file with the National Energy Board, all of which are by this reference made a part hereof.

Customer agrees to and will pay Pipeline all Usage and other charges and fees provided for in Toll Schedule MNSTS, as effective from time to time, for service under this Service Agreement.

Customer agrees that Pipeline shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in: (i) the tolls and charges applicable to service pursuant to Pipeline's Toll Schedule MNSTS; (ii) Pipeline's Toll Schedule MNSTS; and/or (iii) any provision of the GT&C under Pipeline's Tariff. Customer shall have the right to intervene and protest any such filing.

ARTICLE IV
POINT(S) OF RECEIPT AND DELIVERY

The point(s) at which Pipeline shall receive gas for transportation hereunder shall be the point at which M&NP directly connects to a storage facility. All Point(s) of Delivery at which Pipeline delivers gas shall be available as Point(s) of Delivery under this Service Agreement.

Pipeline shall not be obligated to receive gas at any pressure less than the operating pressure of Pipeline's system at the Point(s) of Receipt. Pipeline shall deliver gas at each Point(s) of Delivery at such pressures as may exist on Pipeline's system from time to time at

such point. In no event shall Pipeline be obligated to deliver gas at any time at a pressure in excess of the Maximum Allowable Operating Pressure for Pipeline's facilities at any point.

ARTICLE V
QUALITY

All natural gas tendered to Pipeline for Customer's account shall conform to the quality specifications set forth in Article 12 of Pipeline's GT&C. Customer agrees that if Customer tenders gas for service hereunder and Pipeline accepts such gas which does not comply with Pipeline's quality specifications, Customer will pay all costs associated with processing of such gas as necessary to comply with such quality specifications.

ARTICLE VI
ADDRESSES

Except as herein otherwise provided or as provided in the GT&C, any notice, request, demand, statement, invoice or payment provided for in this Service Agreement, or any notice which any party desires to give to the other, must be in writing and will be considered as duly delivered when mailed by registered, certified, or regular mail to the post office address of the parties hereto, as the case may be, as follows:

(a) Pipeline:

(b) Customer:

or such other address as either party designated by formal written notice.

ARTICLE VII
ASSIGNMENTS

Any Company which succeeds by purchase, merger, or consolidation to the properties, substantially or in entirety, of Customer or of Pipeline will be entitled to the rights and will be subject to the obligations of its predecessor in title under this Service Agreement. Either Customer or Pipeline may assign or pledge this Service Agreement under the provisions of any mortgage, deed of trust, indenture, bank credit agreement, assignment, receivable sale, or similar instrument which it has executed or may execute hereafter. Except as set forth above this Service Agreement is not assignable.

ARTICLE VIII
AGENCY ARRANGEMENT

Customer shall have the right to designate and agent or person to provide nomination and scheduling information, to receive invoices and make payments and to take actions necessary to release capacity and handle imbalance resolutions for Customer on Customer's behalf. The agent may be the same as used for similar purposes with respect to transportation on Maritimes & Northeast Pipeline, L.L.C. or other third party pipeline. Customer must provide Pipeline with ten (10) Business Days' advance written notice of its agent and the effective date after which Pipeline is to act in accordance with the direction of the agent. Pipeline shall be entitled to rely on the representations, actions, and other directions of the agent on behalf of

Effective:

December 4, 2009

Customer and will be fully protected in relying upon such agent. Customer indemnifies and holds Pipeline harmless with respect to actions taken by Pipeline in reliance on Customer's agent.

ARTICLE IX
NONRECOURSE OBLIGATION OF
LIMITED LIABILITY PARTNERSHIP,
MANAGING PARTNER AND OPERATOR

Customer acknowledges and agrees that: (a) Pipeline is a New Brunswick limited partnership; (b) Customer shall have no recourse against any partner of Pipeline or against Maritimes & Northeast Pipeline, L.L.C. with respect to Pipeline's obligations under this Service Agreement and that its sole recourse shall be against the assets and revenues of Pipeline, irrespective of any failure to comply with applicable law or any provision of this Service Agreement; (c) no claim shall be made against any member of Pipeline or against Maritimes & Northeast Pipeline, L.L.C. under or in connection with this Service Agreement; (d) no claims shall be made against the Operator, its officers, employees, and agents, under or in connection with this Service Agreement and the performance of its duties as Operator (provided that this shall not bar claims resulting from the gross negligence, undue discrimination or willful misconduct of the Operator) and Customer shall provide the Operator with a waiver of subrogation of Customer's insurance company for all such claims; and (e) this representation is made expressly for the benefit of the members in Pipeline, Managing Partner, Operator, Maritimes & Northeast Pipeline, L.L.C. and its members.

ARTICLE X
INTERPRETATION

The parties hereto agree that the interpretation and performance of this Service Agreement must be in accordance with the laws of the Province of New Brunswick without recourse to the law governing conflict of laws.

This Service Agreement and the obligations of the parties are subject to all present and future valid laws with respect to the subject matter, Provincial and Federal, and to all valid present and future orders, rules, and regulations of duly constituted authorities having jurisdiction.

ARTICLE XI
CANCELLATION OF PRIOR CONTRACT(S)

This Service Agreement supersedes and cancels, as of the effective date of this Service Agreement, the contract(s) between the parties hereto as described below:

IN WITNESS WHEREOF, the parties hereto have caused this Service Agreement to be executed by their respective duly authorized officers and attested by their respective Secretaries or Assistant Secretaries, the day and year first above written.

MARITIMES & NORTHEAST PIPELINE LIMITED
PARTNERSHIP

By _____

ATTEST:

By _____

ATTEST:
