

**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:

\_\_\_\_\_

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

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 MNITMR, 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 fixed term from \_\_\_\_\_ (herein called the "Date of Commencement of Service") to \_\_\_\_\_.

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. 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 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 MNITMR 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 MNITMR, as effective from time to time, for service under this Service Agreement. Notwithstanding Customer's actual use of MNITMR service under this Service Agreement., Customer agrees to pay Pipeline a minimum amount of \$12.5 million (hereinafter called the "Minimum Revenue Guarantee") over the period of time from the Date of Commencement of Service to \_\_\_\_\_ (hereinafter called the "Service Term"). Within 45 days of the expiry of the Service Term, Customer shall pay to Pipeline the positive difference, if any, resulting from the subtraction of (1) the total dollar amount of tolls paid and payable by Customer to Pipeline in respect of MNITMR service taken by Customer during the Service Term from (2) the Minimum Revenue Guarantee.

Customer and Pipeline agree that Pipeline shall not file any regulatory application seeking changes effective during the Service Term to the tolls and charges applicable to the service pursuant to Pipeline's Toll Schedule MNITMR; provided, however, that notwithstanding the foregoing or any other provision of this Service Agreement, Pipeline shall be entitled to file such a regulatory application in the event that any governmental authority promulgates, issues or changes any laws, decision or order applicable to Pipeline that requires Pipeline to take actions that result in Pipeline (i) incurring additional capital expenditures, (ii) incurring an increase in operating expenditures, or (iii) being required to recover or incur additional charges, levies or taxes, including any relating to the imposition of any new or amended charges, levies or other taxes chargeable by a governmental authority to Pipeline.



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 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 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,  
AND OPERATOR

Customer acknowledges and agrees that: (a) Pipeline is a New Brunswick limited partnership; (b) Customer shall have no recourse against any limited 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 Pipeline's general partner, Maritimes & Northeast Pipeline Management Ltd. and 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 limited partner 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 Designated Operator, or against the Designated Operator's 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 Designated 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 limited partners of Pipeline, the Designated Operator, , Maritimes & Northeast Pipeline, L.L.C. and its members. "Designated Operator" means the Operator designated by Pipeline in accordance with the Tariff.

ARTICLE X  
CREDITWORTHINESS REQUIREMENTS

Effective on the Date of Commencement of Service and at all times thereafter during the Service Term, Customer will be required to meet Pipeline's Tariff creditworthiness requirements. If Shipper does not meet Pipeline's Tariff creditworthiness requirements, then any advance deposit or standby irrevocable letter of credit required under the Tariff shall equal \$6 million. At any time, should the shortfall between the total dollar amount of tolls paid to date by Customer to Pipeline in respect of MNITMR service and the then-accumulated monthly prorated Minimum Revenue Guarantee amount exceed \$6 million, then Customer shall be required to increase the credit support provided to Pipeline by the amount of such shortfall. The monthly prorated Minimum Revenue Guarantee amount will be calculated by dividing the Minimum Revenue Guarantee by the number of calendar months comprising the Service Term.

ARTICLE XI  
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 XII  
CANCELLATION OF PRIOR CONTRACT(S)

This Service Agreement supersedes and cancels, as of the effective date of this Service Agreement, any prior contract(s) for interruptible natural gas transportation services 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 duly authorized representatives, the day and year first above written.

MARITIMES & NORTHEAST PIPELINE LIMITED  
PARTNERSHIP

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_

\_\_\_\_\_

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Effective:

December 1, 2019

EXHIBIT A  
to  
SERVICE AGREEMENT UNDER  
TOLL SCHEDULE MNITMR  
BETWEEN  
MARITIMES & NORTHEAST PIPELINE LIMITED PARTNERSHIP  
AND

\_\_\_\_\_ ("CUSTOMER")

DATED \_\_\_\_\_

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 MNITMR  
BETWEEN  
MARITIMES & NORTHEAST PIPELINE LIMITED PARTNERSHIP  
AND

\_\_\_\_\_ ("CUSTOMER")

DATED \_\_\_\_\_

DELIVERY POINTS

DELIVERY  
POINT

MDDO

DELIVERY PRESSURE  
LIMITATIONS

Signed for Identification

Pipeline: \_\_\_\_\_

Customer: \_\_\_\_\_

Supersedes Exhibit B Dated \_\_\_\_\_

## TEMPORARY ASSIGNMENT AND ASSUMPTION AGREEMENT

This Temporary Assignment And Assumption Agreement (“Temporary Assignment Agreement”) is made and entered into as of the [ ] day of [ ], [ ] (the “Effective Date”), by and among [ ] (“Assignor”), [ ] (“Assignee”), and Maritimes & Northeast Pipeline Limited Partnership (“Pipeline”, and collectively with Assignor and Assignee, the “Parties”). Unless otherwise defined herein, capitalized terms used herein shall have the meanings assigned to such terms in the GT&C of Pipeline's Gas Transportation Tariff filed with the Canada Energy Regulator (“CER”) (the “Tariff”).

### WITNESSETH:

**WHEREAS**, Assignor and Pipeline have entered into that certain firm service agreement, number [ ], for Toll Schedule [ ], as the same has been amended from time to time (the “Assignor Firm Service Agreement”), pursuant to which Pipeline and Assignor have agreed on the terms according to which Pipeline will provide firm natural gas transportation service to Assignor in an amount up to the Maximum Daily Transportation Quantity (“MDTQ”) stated in such Assignor Firm Service Agreement and as such term is defined in the Tariff;

**WHEREAS**, Assignor desires to temporarily assign to Assignee all or a portion of its rights, duties, and obligations under the Assignor Firm Service Agreement for all or a portion of the remaining term of such Assignor Firm Service Agreement, as specified on the attached Exhibit A, and Assignee desires to accept such assignment and to assume such rights, duties and obligations, in accordance with the terms hereof; and

**WHEREAS**, Assignor desires to obtain the consent of Pipeline to such temporary assignment and assumption and Pipeline desires to grant such consent in accordance with the terms hereof.

**NOW THEREFORE**, in consideration of the premises hereto and the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties covenant and agree as follows:

1. Assignment and Assumption.

- a. Commencing on the commencement date of the Assignment Period as the same is set forth in Exhibit A to this Temporary Assignment Agreement (“Exhibit A”, and such date, the “Commencement Date”), Assignor agrees to assign to Assignee for the period set forth in Exhibit A (“Assignment Period”) all or a portion of Assignor’s contracted capacity and associated contractual rights (excluding any contract termination rights), duties, and obligations under the Assignor Firm Service Agreement as specified in Exhibit A, including without limitation all or a portion of Assignor’s MDTQ (the “Assigned Service”), and Assignee hereby accepts such temporary assignment and assumes such contracted capacity and associated contractual rights, duties, and obligations; provided, however, that the Assignor shall not be released from any of its obligations in respect of the Tariff and the Assignor Firm Service Agreement as it pertains to the Assigned Service and Assignor shall be responsible for such obligations in the event

- the Assignee (or a subsequent assignee) defaults and/or fails to meet any or all contractual duties or obligations it assumed hereunder.
- b. The Assignment Period shall consist of one or more calendar days and the Term shall not extend beyond the expiration of the Assignor Firm Service Agreement.
  - c. Exhibit A shall specify the Assigned Service and other rights to be assigned and available on the Commencement Date, the exercise of which rights will not violate any maximum or minimum quantity requirements or limitations applicable under the Assignor Firm Service Agreement. The reservation charge applicable to Assignee's service during the Assignment Period in accordance with the Exhibit A shall be the reservation charge applicable to Assignor's service under the Assignor Firm Service Agreement. The usage charges, fuel charges, and surcharges applicable to the Assignee's service during the Assignment Period in accordance with the Exhibit A shall be the usage charges, fuel charges, and surcharges applicable to Assignor's service under the Assignor Firm Service Agreement.
  - d. For the avoidance of doubt, the assignment contemplated by this Temporary Assignment Agreement shall not be effective until the Commencement Date
2. Covenants of Assignee. Assignee agrees that, during the Term (defined below) of this Temporary Assignment Agreement, and as long as the Assignor Firm Service Agreement is in effect, Assignee shall: (a) assume any and all liabilities for any obligations owed or due to be performed or discharged in favor of Pipeline in respect of the Assigned Service under the Assignor Firm Service Agreement on or after the Commencement Date, including without limitation all obligations as set forth in Articles 3.6 and 3.7 of the Tariff (Credit) with respect to the Assigned Service and the rights and obligations assigned via Exhibit A attached hereto; (b) be responsible for any fuel costs as set forth in Article 20 of the Tariff that attach to the capacity and/or associated rights under the Assignor Firm Service Agreement in respect of the Assigned Service; (c) comply with the applicable provisions of the Tariff, including the applicable credit requirements; and (d) not agree to any change to any of the terms and conditions of service pursuant to the Assignor Firm Service Agreement.
  3. Consent. Pipeline agrees that (a) as of the Effective Date, Pipeline consents to the assignment provided for herein; and (b) on or after the Commencement Date, Assignee shall be entitled to hold and enforce certain privileges, rights, and benefits and shall be liable for all obligations of the Assignor pursuant to the Assignor Firm Service Agreement in respect of the Assigned Service, as further reflected in Exhibit A, and as described in this Temporary Assignment Agreement. To the extent that the Assigned Service hereunder and reflected in Exhibit A is for a quantity less than the full amount of Assignor's MDTQ, the Assignor Firm Service Agreement shall continue in full force and effect with respect to all interests that are not assigned to the Assignee during the Assignment Period.
  4. Termination. This Temporary Assignment Agreement may be terminated at the option of Pipeline in the event any of the following circumstances occur: (a) Assignee fails to pay any amounts due as a result of this Temporary Assignment Agreement; (b) Assignee makes an assignment or any general arrangement for the benefit of creditors; (c) Assignee files a petition

or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or has such a petition filed or proceeding commenced against it; (d) the Assignor Firm Service Agreement is terminated for any reason; (e) Assignee defaults and/or fails to meet any or all contractual duties or obligations it assumed hereunder; or (f) Assignee violates any of the covenants set out in Paragraph 2 above and such violation is not cured within two (2) business days following notice to Assignee. Unless terminated due to the occurrence of any of the above circumstances, the Term of this Temporary Assignment Agreement shall expire and terminate upon the later of the end of the last calendar day of the Assignment Period, or the date of discharge of all duties and obligations and payments by Assignee of all amounts due and payable by Assignee to Pipeline hereunder.

5. Resumption of Assignor's Rights. Upon the expiration of the Assignment Period or termination of this Temporary Assignment Agreement pursuant to Paragraph 4 above, Assignor shall be immediately vested with all rights, duties and obligations under the Assignor Firm Service Agreement to the same extent as existed prior to this assignment.
6. Further Actions. Each of the Assignor and Assignee agrees that it shall, from time to time and at all times after the Effective Date, at the request of Pipeline, execute and deliver such further documents and do such further acts as Pipeline may reasonably request in order to effect the purposes of, or the transaction contemplated by, this Temporary Assignment Agreement.
7. Representations. Assignor and Assignee each hereby represent and warrant that: (a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation, it is duly qualified to do business and is in good standing in all jurisdictions where necessary in light of the business it conducts and intends to conduct and the property it owns and intends to own and in light of the transaction contemplated by this Temporary Assignment Agreement, and no filing, recording, publishing or other act that has not been made or done is necessary or desirable in connection with its existence or good standing or the conduct of its business; (b) it has all necessary corporate power, authority and legal right, or partnership authorization if applicable, to transact the business in which it is engaged, or currently proposes to engage, and to execute, deliver and perform its obligations hereunder; and (c) the execution, delivery and performance by it of this Temporary Assignment Agreement and the consummation of the transaction contemplated hereby have been duly authorized by all necessary corporate and shareholder actions on its part, or the partnership equivalent, if applicable, and the Temporary Assignment Agreement has been duly and validly executed and delivered by it and constitutes the legal, valid and binding obligations of it enforceable against it in accordance with its terms.
8. Term. The term of this Temporary Assignment Agreement (the "Term") shall begin on the Effective Date and shall continue in full force and effect until its termination in accordance with Paragraph 4 hereof.
9. Billing. The Assignee shall be billed and make payments to Pipeline in accordance with the terms of the Assignor Firm Service Agreement and Exhibit A. Pipeline shall continue to bill Assignor all applicable charges under the Assignor Firm Service Agreement, and shall credit to Assignor all charges billed to the Assignee in accordance herewith. If Assignee fails to pay



when due all or a part of the amounts credited to the Assignor, Pipeline shall pursue payment from Assignee by notifying Assignee that it has three days from receipt of such notice to pay the amount due, including any applicable interest. If the Assignee fails to pay such amount by the end of the third day, Pipeline shall reverse the credit and bill the Assignor for such past due amounts, plus applicable interest.

10. Pipeline will assign a firm service agreement number to the Assignee, which will be set forth on Exhibit A, to facilitate Assignee nominations in the LINK System on the assigned capacity.
11. Notices. Unless otherwise specifically provided in this Agreement, any written notice or other communication shall be deemed given and received on the date on which such notice or communication is given by electronic mail, or the date received if given by registered or certified mail, postage prepaid, addressed:

If to Pipeline:

5400 Westheimer Court  
Houston, TX 77056  
Phone: (713) 627-5400  
Attention: Contract Administration LINK  
Email: ContractAdminLINK@enbridge.com

If to Assignor: Most recent contact information submitted by Assignor in the LINK® System.

If to Assignee: Most recent contact information submitted by Assignee in the LINK® System.

12. Entire Agreement. This Temporary Assignment Agreement, along with the Assignor Firm Service Agreement and the Exhibit A, constitute the entire agreement and understanding of the Parties with respect to the subject matter hereof. Except as provided herein, the Assignor Firm Service Agreement shall remain unchanged and in full force and effect.
13. Counterparts. This Temporary Assignment Agreement may be executed in counterparts (including by facsimile or email transmission), each of which will be deemed an original and all of which shall together constitute one and the same instrument.
14. Governing Law. This Temporary Assignment Agreement shall be governed by and construed in accordance with the laws of the Province of New Brunswick.

*[signature page follows]*

**IN WITNESS WHEREOF**, the duly authorized representatives of the Parties have executed this Assignment Agreement as of the Effective Date.

**Assignor:**

[ \_\_\_\_\_ ]

BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_

**Assignee:**

[ \_\_\_\_\_ ]

BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_

**MARITIMES & NORTHEAST PIPELINE LIMITED PARTNERSHIP**

BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_

**Exhibit A**

Toll Schedule:

Assignee Firm Service Agreement No.:

Assignment Agreement No.:

Assignor:

Assignee:

Commencement Date of the Assignment Period:

End date of the Assignment Period:

MDTQ: [ \_\_\_\_\_ ] GJ

Receipt Point(s):

<u>M&amp;R#</u>	<u>MDRO (GJ)</u>	<u>Effective From</u>	<u>Effective To</u>
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Delivery Point(s):

<u>M&amp;R#</u>	<u>MDDO (GJ)</u>	<u>Effective From</u>	<u>Effective To</u>
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Reservation Charge: As set forth in the Assignor Firm Service Agreement.

Usage Charge and Fuel Charge and Surcharges: As set forth in the Assignor Firm Service Agreement.

This Exhibit A, entered into pursuant to the executed Temporary Assignment Agreement between Assignor, Assignee and Pipeline, is made a part of and subject to the Temporary Assignment Agreement.

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Effective:

December 12, 2022