

FORM OF SERVICE AGREEMENT

Rate Schedule FT-1
Rate Schedule IT-1
Rate Schedule PAL

Contract # _____

BISON PIPELINE LLC
RATE SCHEDULE FT-1
FIRM TRANSPORTATION SERVICE AGREEMENT

This Agreement (the "Service Agreement") is made and entered into as of _____, 20____, by and between BISON PIPELINE LLC, hereinafter referred to as "Company", and _____, hereinafter referred to as "Shipper".

WHEREAS, the transportation of natural gas shall be effectuated pursuant to Part 284 of the Federal Energy Regulatory Commission's (FERC) Regulations; and

NOW THEREFORE, in consideration of their respective covenants and agreements hereinafter set out, the parties hereto covenant and agree as follows:

ARTICLE 1
TRANSPORTATION PATH RECEIPT POINT

As specified in Exhibit A attached hereto, commencing on Shipper's Billing Commencement Date and continuing throughout the term of this Service Agreement, Shipper shall be entitled to tender to Company, at Shipper's Receipt Point, a daily quantity of gas not in excess of the Maximum Delivery Quantity on an MCF basis plus the applicable quantity of gas associated with Company Use Gas.

ARTICLE 2
TRANSPORTATION PATH DELIVERY POINT

Company shall deliver gas to Shipper at the Delivery Point, specified in Exhibit A attached hereto, in accordance with Section 6.10 of the General Terms and Conditions of Company's FERC Gas Tariff (Tariff).

ARTICLE 3
PAYMENTS

Shipper shall make payments to Company in accordance with Section 6.6 of the General Terms and Conditions of Company's Tariff.

ARTICLE 4
CHANGE IN COMPANY'S TARIFF PROVISIONS

Upon notice to Shipper, Company shall have the right to file with the Federal Energy Regulatory Commission any changes in the rates and terms of any of its Rate Schedules, General Terms and

Conditions or Form of Service Agreement as Company may deem necessary, and to make such changes effective at such times as Company desires and is possible under applicable law. Shipper may protest any filed changes before the Federal Energy Regulatory Commission and exercise any other rights it may have with respect thereto.

ARTICLE 5
CANCELLATION OF PRIOR AGREEMENTS

When this Service Agreement becomes effective, it shall supersede, cancel and terminate the following Agreements:

ARTICLE 6
TERM

This Service Agreement shall become effective upon its execution and shall under all circumstances continue in effect in accordance with Company's Tariff for ____ years, ____ months, ____ days after the Billing Commencement Date or through _____. This Service Agreement may continue in effect thereafter in accordance with Section 6.18 of the General Terms and Conditions of Company's Tariff, if applicable. Service rendered pursuant to this Service Agreement shall automatically be abandoned upon termination of this Service Agreement.

Termination of this Service Agreement shall not relieve Company and Shipper of the obligation to correct any Shipper Imbalances hereunder, or Shipper to pay money due hereunder to Company and shall be in addition to any other remedies that Company may have.

ARTICLE 7
APPLICABLE LAW AND SUBMISSION TO JURISDICTION

This Service Agreement and Company's Tariff, and the rights and obligations of Company and Shipper thereunder are subject to all relevant and United States lawful statutes, rules, regulations and orders of duly constituted authorities having jurisdiction. Subject to the foregoing, this Service Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas. For purposes of legal proceedings, this Service Agreement shall be deemed to have been made in the State of Texas and to be performed there, and the Courts of that State shall have jurisdiction over all disputes which may arise under this Service Agreement, provided always that nothing herein contained shall prevent the Company from proceeding at its election against the Shipper in the Courts of any other state, Province or country.

At the Company's request, the Shipper shall irrevocably appoint an agent in Texas to receive, for it and on its behalf, service of process in connection with any judicial proceeding in Texas relating to this Service Agreement. Such service shall be deemed completed on delivery to such process agent (even if not forwarded to and received by the Shipper). If said agent ceases to act as a process agent within Texas on behalf of Shipper, the Shipper shall appoint a substitute

process agent within Texas and deliver to the Company a copy of the new agent's acceptance of that appointment within thirty (30) days.

ARTICLE 8 SUCCESSORS AND ASSIGNS

Any Person which shall succeed by purchase, amalgamation, merger or consolidation to the properties, substantially as an entirety, of Shipper or of Company, as the case may be, and which shall assume all obligations under this Service Agreement of Shipper or Company, as the case may be, shall be entitled to the rights, and shall be subject to the obligations, of its predecessor under this Service Agreement. Either party to this Service Agreement may pledge or charge the same under the provisions of any mortgage, deed of trust, indenture, security agreement or similar instrument which it has executed, or assign this Service Agreement to any affiliated Person (which for such purpose shall mean any Person which controls, is under common control with or is controlled by such party). Nothing contained in this Article 8 shall, however, operate to release Shipper from its obligation under this Service Agreement unless Company shall, in its sole discretion, consent in writing to such release. Company shall not release Shipper from its obligations under this Service Agreement unless: (a) such release is effected pursuant to an assignment of obligations by Shipper, and the assumption thereof by the assignee, and the terms of such assignment and assumption render the obligations being assigned and assumed no more conditional and no less absolute than those at the time provided therein; and (b) such release is not likely to have a substantial adverse effect upon Company. Shipper shall, at Company's request, execute such instruments and take such other action as may be desirable to give effect to any such assignment of Company's rights under this Service Agreement or to give effect to the right of a Person whom the Company has specified pursuant to Section 6.6 of the General Terms and Conditions of Company's Tariff as the Person to whom payment of amounts invoiced by Company shall be made; provided, however, that: (a) Shipper shall not be required to execute any such instruments or take any such other action the effect of which is to modify the respective rights and obligations of either Shipper or Company under this Service Agreement; and (b) Shipper shall be under no obligation at any time to determine the status or amount of any payments which may be due from Company to any Person whom the Company has specified pursuant to said Section 6.6 as the Person to whom payment of amounts invoiced by Company shall be made.

ARTICLE 9 LOSS OF GOVERNMENTAL AUTHORITY, GAS SUPPLY, TRANSPORTATION OR MARKET

Without limiting its other responsibilities and obligations under this Service Agreement, the Shipper acknowledges that it is responsible for obtaining and assumes the risk of loss of the following: 1) gas removal permits, 2) export and import licenses, 3) gas supply, 4) markets and 5) transportation upstream and downstream of the Company's pipeline system. Notwithstanding the loss of one of the items enumerated above, Shipper shall continue to be liable for payment to the Company of the transportation charges as provided for in this Service Agreement.

ARTICLE 10
OTHER PROVISIONS

(This Article to be utilized when necessary to specify other provisions permitted to be negotiated by Company's Tariff.)

ARTICLE 11
EXHIBIT A OF SERVICE AGREEMENT, RATE SCHEDULES
AND GENERAL TERMS AND CONDITIONS

Company's Rate Schedules and General Terms and Conditions, which are on file with the Federal Energy Regulatory Commission and in effect, and Exhibit A hereto are all applicable to this Service Agreement and are hereby incorporated in, and made a part of, this Service Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Service Agreement to be duly executed as of the day and year first set forth above.

BISON PIPELINE LLC
By: TransCanada Northern Border Inc.,
its Operator

By: _____

Title: _____

By: _____

Title: _____

ATTEST:

(NAME OF SHIPPER)

By: _____

Title: _____

Contract # _____

BISON PIPELINE LLC
RATE SCHEDULE FT-1
FIRM TRANSPORTATION SERVICE AGREEMENT

EXHIBIT A TO SERVICE AGREEMENT

COMPANY - Bison Pipeline LLC

COMPANY'S ADDRESS - 700 Louisiana Street, Suite 700
Houston, TX 77002-2700

SHIPPER -

SHIPPER'S ADDRESS -

Maximum Delivery Quantity: _____ Mcf/day (_____ MMBtu/day at _____ Btu)

Transportation Path:

Receipt Point: _____ Delivery Point: _____

Right of First Refusal: Yes _____ No _____

_____ Check if this Service Agreement is applicable to interim capacity sold pursuant to either Section(s) 6.26.4 or 6.28 paragraph 5 of the General Terms and Conditions of Company's Tariff. Right of First Refusal rights, if any, applicable to this interim capacity are limited as provided in such applicable section and Section 6.18 of the General Terms and Conditions of Company's Tariff.

Check Applicable Rate:

Maximum Reservation Rate: 1/ _____

Discounted Rate: 1/ _____

Description of Discounted Rate: 2/ _____

Negotiated Rate: 1/ _____

Description of Negotiated Rate: _____

1/ Plus the applicable commodity charges and other rates and charges, set forth in Section 5.1.4 of Rate Schedule FT-1.

2/ See Section 6.38 of the General Terms and Conditions of Company's Tariff for description of various types of discount rates.

This Exhibit A is made and entered into as of _____, 20__.

Billing Commencement Date of this Exhibit A is _____.

BISON PIPELINE LLC
By: TransCanada Northern Border Inc.,
its Operator

By: _____

Title: _____

ATTEST:

(NAME OF FT-1 SHIPPER)

By: _____

Title: _____

Contract # _____

BISON PIPELINE LLC
RATE SCHEDULE IT-1
INTERRUPTIBLE TRANSPORTATION AGREEMENT

This Agreement is made and entered into as of _____, 20____, by and between BISON PIPELINE LLC, hereinafter referred to as "Company" and _____, hereinafter referred to as "Shipper".

WHEREAS, Shipper is desirous of engaging Company to provide interruptible transportation service for quantities of natural gas; and

WHEREAS, Company is desirous of providing interruptible transportation service for Shipper; and

WHEREAS, the transportation of natural gas shall be effectuated pursuant to Part 284 of the Federal Energy Regulatory Commission's (Commission) Regulations; and

NOW, THEREFORE, in consideration of their respective covenants and agreements hereinafter set forth, the parties hereto covenant and agree as follows:

ARTICLE 1
RECEIPTS

If on any day after executing this Agreement, Company determines that capacity exists in its pipeline system to transport all or a portion of Shipper's Total Interruptible Delivery Quantity plus the applicable quantity of gas associated with Company Use Gas, then Shipper shall be entitled to tender to Company at each of Shipper's Receipt Point(s), hereinafter specified on Company's public Internet website under Informational Postings, the quantity of gas which Company has determined as available for transportation at each of the Receipt Point(s) for such days. Creditworthiness under this Agreement will be verified upon receipt of nominations under this Agreement. Company shall schedule receipts of gas pursuant to Section 6.10 of the General Terms and Conditions of Company's FERC Gas Tariff (Tariff).

ARTICLE 2
DELIVERIES

Shipper shall be entitled to nominate deliveries of gas at the Delivery Point(s) specified on Company's public Internet website under Informational Postings. Company shall schedule deliveries of gas to Shipper in accordance with Section 6.10 of the General Terms and Conditions of Company's Tariff.

ARTICLE 3
PAYMENTS

Shipper shall make payments to Company in accordance with Section 6.6 of the General Terms and Conditions of Company's Tariff.

ARTICLE 4
CHANGE IN TARIFF PROVISIONS

Upon notice to Shipper, Company shall have the right to file and seek FERC approval of any changes in the terms of any of its Rate Schedules, General Terms and Conditions or Form of Rate Schedule IT-1 Transportation Agreement as Company may deem necessary, and to make such changes effective at such times as Company desires and is possible under applicable law. Shipper may protest any filed changes before the FERC and exercise any other rights it may have with respect thereto.

ARTICLE 5
FEES

Shipper shall pay to Company all filing fees required by the FERC or any regulatory body related to service provided hereunder to Shipper.

ARTICLE 6
CANCELLATION OF PRIOR AGREEMENTS

When this Agreement becomes effective, it shall supersede, cancel and terminate the following agreements:

ARTICLE 7
TERM

This Agreement shall become effective _____, and shall continue in full force and effect in accordance with Company's Tariff for a term of _____. Termination of this Agreement shall not relieve Company and Shipper of the obligation to correct any Shipper Imbalances hereunder, or Shipper to pay money due hereunder to Company.

ARTICLE 8
APPLICABLE LAW

This Agreement and Company's Tariff, and the rights and obligations of Company and Shipper thereunder, are subject to all relevant and United States lawful statutes, rules, regulations and orders of duly constituted authorities having jurisdiction. Subject to the foregoing, this Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas.

ARTICLE 9
EXHIBIT A OF RATE SCHEDULE IT-1 TRANSPORTATION AGREEMENT,
RATE SCHEDULE, AND GENERAL TERMS AND CONDITIONS

Company's Rate Schedule IT-1 and Company's General Terms and Conditions which are on file with the Federal Energy Regulatory Commission and in effect, and Exhibit A hereto, are all applicable to this Agreement and are hereby incorporated in, and made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year set forth above.

BISON PIPELINE LLC
By: TransCanada Northern Border Inc.,
its Operator

By: _____

Title: _____

By: _____

Title: _____

ATTEST:

(NAME OF SHIPPER)
By: _____

Title: _____

Contract # _____

BISON PIPELINE LLC
RATE SCHEDULE IT-1
INTERRUPTIBLE TRANSPORTATION AGREEMENT

EXHIBIT A 1/

COMPANY - Bison Pipeline LLC

COMPANY'S ADDRESS - 700 Louisiana Street, Suite 700
Houston, TX 77002-2700

IT-1 SHIPPER -

IT-1 SHIPPER'S ADDRESS -

FORWARDHAUL _____ OR BACKHAUL _____ (check one)

Total Interruptible Delivery Quantity _____ MMBtu/day

Check Applicable Rate:

Maximum Commodity Rate: 2/ _____

Discounted Rate: 2/ _____

Description of Discounted Rate: 3/ _____

Negotiated Rate: 2/ _____

Description of Negotiated Rate: _____

- 1/ Company's Receipt Point(s) and Delivery Point(s) are posted on Company's public Internet website under Informational Postings and are hereby incorporated by reference and made part of this Agreement.
- 2/ Plus the applicable other rates and charges, pursuant to Section 5.2.4 paragraph 3 of Rate Schedule IT-1.
- 3/ See Section 6.38 of the General Terms and Conditions of Company's Tariff for description of various types of discount rates.

This Exhibit A is made and entered into as of _____, 20____.

BISON PIPELINE LLC

By: TransCanada Northern Border Inc.,
its Operator

By: _____

Title: _____

ATTEST:

(NAME OF IT-1 SHIPPER)

By: _____

Title: _____

Contract # _____

BISON PIPELINE LLC
RATE SCHEDULE PARK AND LOAN (PAL)
AGREEMENT

THIS AGREEMENT (the Agreement) is made and entered into as of _____, 20__, by and between BISON PIPELINE LLC, hereinafter referred to as "Company" and _____, hereinafter referred to as "Shipper".

WHEREAS, Shipper desires to engage Company to provide interruptible park and loan service; and

WHEREAS, Company desires to provide interruptible park and loan service to Shipper;

NOW THEREFORE, in consideration of their respective covenants and agreements hereinafter set out, the parties hereto covenant and agree as follows:

ARTICLE 1
RECEIPTS

Shipper shall be entitled to nominate a quantity of gas up to Shipper's Maximum Park and Loan Quantity at a Park Point as set forth in the Exhibit(s) A attached hereto. Once scheduled by Company, Company shall receive gas in accordance with the applicable terms and conditions of Rate Schedule PAL.

ARTICLE 2
DELIVERIES

Shipper shall be entitled to nominate a quantity of gas up to Shipper's Maximum Park and Loan Quantity at a Loan Point as set forth in the Exhibit(s) A attached hereto. Once scheduled by Company, Company shall deliver gas in accordance with the applicable terms and conditions of Rate Schedule PAL.

ARTICLE 3
RATES

Rates for service under this Agreement shall be at Company's Maximum Rate plus all applicable surcharges in effect under Rate Schedule PAL unless otherwise agreed to by the parties and set forth in the Exhibit(s) A attached hereto.

ARTICLE 4 PAYMENTS

Shipper shall make payments to Company in accordance with the terms and conditions specified on the Exhibit(s) A attached hereto, Rate Schedule PAL, Section 6.6 of the General Terms and Conditions of Company's FERC Gas Tariff (Tariff), and the other applicable terms and provisions of this Agreement.

ARTICLE 5 CHANGE IN TARIFF PROVISIONS

Upon notice to Shipper, Company shall have the right to file with the Federal Energy Regulatory Commission any changes in the terms of any of its Rate Schedules, General Terms and Conditions or Form of Agreement as Company may deem necessary, and to make such changes effective at such times as Company desires and is possible under applicable law. Shipper may protest any filed changes before the Federal Energy Regulatory Commission and exercise any other rights it may have with respect thereto.

ARTICLE 6 CANCELLATION OF PRIOR AGREEMENTS

When this Agreement becomes effective, it shall supersede, cancel and terminate the following Agreements:

ARTICLE 7 TERM

Where no Exhibit(s) A has been executed by Company and attached hereto within five years of the date of execution of this Agreement then this Agreement shall automatically terminate. Where one or more Exhibit(s) A have been executed by Company and attached hereto, then this Agreement shall automatically terminate five years after the latest Termination of Service Date on such Exhibit(s) A.

Termination of this Agreement shall not relieve Shipper of the obligation to pay money due hereunder to Company and shall be in addition to any other remedies that Company may have.

ARTICLE 8 APPLICABLE LAW AND SUBMISSION TO JURISDICTION

This Agreement and Company's Tariff, and the rights and obligations of Company and Shipper thereunder are subject to all relevant and United States lawful statutes, rules, regulations and orders of duly constituted authorities having jurisdiction. Subject to the foregoing, this Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas. For purposes of legal proceedings, this Agreement shall be deemed to have been made in

the State of Texas and performed there, and the Courts of that State shall have jurisdiction over all disputes which may arise under this Agreement, provided always that nothing herein contained shall prevent Company from proceeding at its election against Shipper in the Courts of any other State, Province or Country.

At the Company's request, the Shipper shall irrevocably appoint an agent in Texas to receive, for it and on its behalf, service of process in connection with any judicial proceeding in Texas relating to the Agreement. Such service shall be deemed completed on delivery to such process agent (even if not forwarded to and received by the Shipper). If said agent ceases to act as a process agent within Texas on behalf of Shipper, the Shipper shall appoint a substitute process agent within Texas and deliver to the Company a copy of the new agent's acceptance of that appointment within thirty (30) days.

ARTICLE 9 SUCCESSORS

Any Person which shall succeed by purchase, amalgamation, merger or consolidation to the properties, substantially as an entirety, of Shipper or of Company, as the case may be, and which shall assume all obligations under Shipper's Agreement of Shipper or Company, as the case may be, shall be entitled to the rights, and shall be subject to the obligations, of its predecessor under Shipper's Agreement. Either party to a Shipper's Agreement may pledge or charge the same under provisions of any mortgage, deed of trust, indenture, security agreement or similar instrument which it has executed, or assign such Agreement to any affiliated Person (which for such purpose shall mean any Person which controls, is under common control with or is controlled by such party). Nothing contained in this Article 9 shall, however, operate to release predecessor Shipper from its obligation under its Agreement unless Company shall, in its sole discretion, consent in writing to such release. Company shall not release any Shipper from its obligations under its Agreement unless: (a) such release is effected pursuant to an assignment of obligations by such Shipper, and the assumption thereof by the assignee, and the terms of such assignment and assumption render the obligations being assigned and assumed no more conditional and no less absolute than those at the time provided therein; and (b) such release is not likely to have a substantial adverse effect upon Company. Shipper shall, at Company's request, execute such instrument and take such other action as may be desirable to give effect to any such assignment of Company's rights under such Shipper's Agreement or to give effect to the right of a Person whom the Company has specified pursuant to Section 6.6 of the General Terms and Conditions of Company's Tariff as the Person to whom payment of amounts invoiced by Company shall be made; provided, however, the: (a) Shipper shall not be required to execute any such instruments or take any such other action the effect of which is to modify the respective rights and obligations of either Shipper or Company under this Agreement; and (b) Shipper shall be under no obligation at any time to determine the status or amount of any payments which may be due from Company to any Person whom the Company has specified pursuant to said Section 6.6 as the Person to whom payment of amounts invoiced by Company shall be made.

ARTICLE 10
OTHER OPERATING PROVISIONS

(This Article to be utilized when necessary to specify other operating provisions permitted to be negotiated by Company's Tariff).

ARTICLE 11
EXHIBIT A OF AGREEMENT, RATE SCHEDULES
AND GENERAL TERMS AND CONDITIONS

Shipper shall initiate a request for interruptible park and loan service by executing and delivering to Company one or more Exhibit(s) A. Upon execution by Company, Shipper's Exhibit(s) A shall be incorporated in and made a part hereof.

Company's Rate Schedules and General Terms and Conditions, which are on file with the Federal Energy Regulatory Commission and in effect, and Exhibit(s) A hereto are all applicable to this Agreement and are hereby incorporated in, and made a part of, this Agreement.

IN WITNESS WHEREOF, The parties hereto have caused this Agreement to be duly executed as of the day and year first set forth above.

BISON PIPELINE LLC
By: TransCanada Northern Border Inc.,
its Operator

By: _____

Title: _____

By: _____

Title: _____

ATTEST:

(NAME OF SHIPPER)

By: _____

Title: _____

Contract # _____

BISON PIPELINE LLC
 RATE SCHEDULE PARK AND LOAN (PAL)
 AGREEMENT

EXHIBIT A TO RATE SCHEDULE PARK AND LOAN (PAL) AGREEMENT

COMPANY - Bison Pipeline LLC

COMPANY'S ADDRESS - 700 Louisiana Street, Suite 700
 Houston, TX 77002-2700

SHIPPER -

SHIPPER'S ADDRESS -

Check Applicable Rate:

Maximum Commodity Rate: _____

Discounted Rate: _____

Description of Discounted Rate: 1/ _____

Negotiated Rate: _____

Park and Loan (PAL) Service Options:

	Check Service	Commencement of Service Date	Termination of Service Date	Maximum PAL Quantity MMBtu	Daily Rate per MMBtu	Park Points	Loan Points
Requested Term Park/Loan Service (RPL)	_____	_____	_____	_____ 2/ \$_____	_____	_____	_____
Company Offered Park/Loan Service (OPL)	_____	_____	_____	_____ 2/ \$_____	_____	_____	_____
Shipper Authorized Automatic Term Park/Loan Service (ATPL)	_____	_____	_____	_____ 3/ \$_____	_____	_____	_____

Maximum Cumulative Tolerance Level: _____ MMBtu

Description of Negotiated Rate: _____

- 1/ See Section 6.38 of the General Terms and Conditions of Company's Tariff for description of various types of discount rates.
- 2/ Maximum PAL Quantity committed for Shipper utilization during the term of this Exhibit A.
- 3/ Maximum PAL Quantity available on a daily basis during the term of this Exhibit A.

This Exhibit A is made and entered into as of _____, 20__.

BISON PIPELINE LLC
By: TransCanada Northern Border Inc.,
its Operator

By: _____

Title: _____

ATTEST:

(NAME OF SHIPPER)

By: _____

Title: _____