



Northern Border Pipeline Company

May 23, 2012

Ms. Kimberly D. Bose, Secretary
Federal Energy Regulatory Commission
888 First Street, N.E.
Washington, D.C. 20426

Northern Border Pipeline Company
717 Texas Street, Suite 2400
Houston, TX 77002-2761

John A. Roscher
Director, Rates & Tariffs

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Re: Northern Border Pipeline Company
Change in FERC Gas Tariff
Docket No. RP12-____-000

Dear Ms. Bose:

Pursuant to Section 4 of the Natural Gas Act and Section 154 of the Federal Energy Regulatory Commission's ("FERC" or "Commission") regulations,¹ Northern Border Pipeline Company ("Northern Border") respectfully submits for filing the tariff sections listed in Appendix A to be part of its FERC Gas Tariff, Second Revised Volume No. 1 ("Tariff"). As explained in greater detail below, Northern Border is proposing several housekeeping changes to its Tariff. Northern Border respectfully requests that the Commission accept these tariff sections to become effective June 25, 2012.

Correspondence

The names, titles, mailing addresses, and telephone numbers of those persons to whom correspondence and communications concerning this filing should be addressed are as follows:

¹ 18 C.F.R. Part 154 (2012).

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Statement of Nature, Reasons, and Basis for Filing

Northern Border is proposing revised tariff sections in the instant filing as a housekeeping measure to reflect the consolidation of certain business services from Omaha, Nebraska, to Houston, Texas. Specifically, Northern Border is updating its contact information reflected in Section 6.32 of the General Terms and Conditions and Section 7.9.1 of its Form of Service Agreements (“FSA”). The “Applicable Law Provisions and Submission to Jurisdiction” article in each of its FSAs included in Section 7 has been revised to state that the agreement will be governed by Texas law and that a service agent shall be appointed in Texas. In addition, references to the state in which the agreement has been entered into have been removed from the FSAs.²

As an additional housekeeping measure, the “ATTEST” signature lines located adjacent to the shipper signature lines on each of its FSAs in Section 7 have been removed, as Northern Border has deemed them unnecessary in the execution of an agreement. Northern Border also proposes to update Sections 5.8.1 and 5.9.1 of Rate Schedules FTL-1 and ITL-1, respectively, to reflect a name change for the shipper who utilizes these services.³ Additionally, Rate Schedules FTL-1

² Specifically, Part 7.1 – Rate Schedules, Rate Schedule T-1 (“Section 7.1”); Part 7.2 – Rate Schedules, Rate Schedule FCS-DP (“Section 7.2”); Part 7.3 – Rate Schedules, Rate Schedule ICS-DP (“Section 7.3”); Part 7.4 Rate Schedules, Rate Schedule T-1B (“Section 7.4”); Part 7.6 – Rate Schedules, Rate Schedule PAL (“Section 7.6”); and Part 7.7 – Rate Schedules, Rate Schedule TPB (“Section 7.7”).

³ On November 22, 2010, in Docket No. CP10-468-000, the Commission approved Northern Border’s certificate application to construct the Princeton Lateral and offer FTL-1 and ITL-1 services. Northern Border Pipeline Company, 133 FERC 62,159 (2010). The Rate Schedules accompanying these services identified Princeton Lateral as a 9-mile lateral pipeline terminating at the facilities of Central Illinois Light Company d/b/a AmerenCILCO (“AmerenCILCO”). Subsequent to this approval, AmerenCILCO changed its name to Ameren Illinois Company d/b/a Ameren Illinois (“Ameren”).

and ITL-1 have been added to the summary of services listed on Part 5 (Rate Schedules), which reflects all the services offered by Northern Border.

Northern Border respectfully requests that the Commission accept the revised tariff sections, included herein at Appendix A, to become effective June 25, 2012.

Effective Date

Northern Border requests that the Commission accept the tariff sections, submitted herein and listed in Appendix A, to become effective June 25, 2012.

Other Filings That May Affect This Proceeding

There are no other filings before the Commission that may significantly affect the changes proposed herein.

Contents of Filing

In accordance with Section 154.7 of the Commission's regulations, Northern Border is submitting the following XML filing package, which includes:

1. This transmittal letter;
2. The clean tariff sections (Appendix A); and
3. The marked tariff sections (Appendix B).

Certificate of Service

As required by Sections 154.7(b) and 154.208 of the Commission's regulations, copies of this filing are being served upon all of Northern Border's existing customers and interested state regulatory agencies. A copy of this letter, together with the other attachments, is available during regular business hours for public inspection at Northern Border's principal place of business.

Pursuant to Section 385.2005 and Section 385.2011(c)(5), the undersigned has read this filing and knows its contents, and the contents are true as stated, to the best of his knowledge and belief. Additionally, the undersigned possesses full power and authority to sign such filing.

Any questions regarding this filing may be directed to Joan Collins at (832) 320-5651.

Respectfully submitted,

NORTHERN BORDER PIPELINE COMPANY
BY: TRANSCANADA NORTHERN BORDER INC., ITS OPERATOR

A handwritten signature in black ink that reads "John A. Roscher". The signature is written in a cursive style with a long horizontal flourish extending to the right.

John A. Roscher
Director, Rates and Tariffs

Enclosures

Appendix A

Northern Border Pipeline Company – Northern Border Tariffs *FERC Gas Tariff, Second Revised Volume No. 1*

Clean Tariff

<u>Section Description</u>	<u>Version</u>
Part 5 – Rate Schedules	v.2.0.0
5.8.1 – Rate Schedules, Rate Schedule FTL-1 – Availability	v.1.0.0
5.9.1 – Rate Schedules, Rate Schedule ITL-1 – Availability	v.1.0.0
6.32 – GT&C, Internet Access	v.2.0.0
7.1 – Service Agreements, Rate Schedule T-1	v.2.0.0
7.1.1 – Service Agreements, Rate Schedule T-1 – Exhibit A	v.2.0.0
7.2 – Service Agreements, Rate Schedule FCS-DP	v.2.0.0
7.2.1 – Service Agreements, Rate Schedule FCS-DP – Exhibit A	v.2.0.0
7.3 – Service Agreements, Rate Schedule ICS-DP	v.2.0.0
7.3.1 – Service Agreements, Rate Schedule ICS-DP – Exhibit A	v.2.0.0
7.4 – Service Agreements, Rate Schedule T-1B	v.2.0.0
7.4.1 – Service Agreements, Rate Schedule T-1B – Exhibit A	v.2.0.0
7.5 – Service Agreements, Rate Schedule IT-1	v.2.0.0
7.5.1 – Service Agreements, Rate Schedule IT-1, Exhibit A	v.2.0.0
7.6 – Service Agreements, Rate Schedule PAL	v.2.0.0
7.6.1 – Service Agreements, Rate Schedule PAL – Exhibit A	v.2.0.0
7.7 – Service Agreements, Rate Schedule TPB	v.2.0.0
7.7.1 – Service Agreements, Rate Schedule TPB – Exhibit A	v.2.0.0
7.8 - Service Agreements, Rate Schedule FTL-1	v.1.0.0
7.8.1 – Service Agreements, Rate Schedule FTL-1 – Exhibit A	v.1.0.0
7.9 – Service Agreements, Rate Schedule ITL-1	v.1.0.0
7.9.1 – Service Agreements, Rate Schedule ITL-1 – Exhibit A	v.1.0.0

RATE SCHEDULES

Firm Service (T-1)
Firm Compression Service - Des Plaines (FCS-DP)
Interruptible Compression Service - Des Plaines (ICS-DP)
Interruptible Transportation Service (IT-1)
Firm Backhaul Service (T-1B)
Park and Loan Service (PAL)
Third Party Balancing Service (TPB)
Firm Transportation Lateral Service (FTL-1)
Interruptible Transportation Lateral Service (ITL-1)

5.8.1 AVAILABILITY

This Rate Schedule is available for the transportation of natural gas on a firm basis on the Princeton Lateral for any Shipper:

- (a) To the extent that Company determines that firm capacity is or will become available for firm transportation service on the Princeton Lateral; and
- (b) Who requests firm transportation service under this Rate Schedule pursuant to Section 6.30 of the General Terms and Conditions; and
- (c) Who has satisfied the credit worthiness provisions specified in Section 6.40 of the General Terms and Conditions; and
- (d) Who has executed a Rate Schedule FTL-1 Service Agreement.

Princeton Lateral shall be defined as approximately 9 miles of 16-inch diameter pipeline and appurtenant facilities originating near Company's Kasbeer side valve located in Section 25, T18N, R9E, Kasbeer, Bureau County, Illinois (Kasbeer Lateral Point) and terminating at the facilities of Ameren Illinois Company d/b/a Ameren Illinois near Princeton, Bureau County, Illinois (Princeton).

5.9.1 AVAILABILITY

This Rate Schedule is available for the transportation of natural gas on an interruptible basis on the Princeton Lateral for any Shipper:

- (a) Who requests interruptible transportation service under this Rate Schedule pursuant to Section 6.30 of the General Terms and Conditions; and
- (b) Who has satisfied the credit worthiness provisions specified in Section 6.40 of the General Terms and Conditions; and
- (c) Who has executed a Rate Schedule ITL-1 Service Agreement.

Princeton Lateral shall be defined as approximately 9 miles of 16-inch diameter pipeline and appurtenant facilities originating near Company's Kasbeer side valve located in Section 25, T18N, R9E, Kasbeer, Bureau County, Illinois (Kasbeer Lateral Point) and terminating at the facilities of Ameren Illinois Company d/b/a Ameren Illinois near Princeton, Bureau County, Illinois (Princeton).

6.32 INTERNET ACCESS

1. Internet Access.

Company shall provide access to its Informational Postings and Customer Activities sites via a designated Internet web site.

At a minimum, Company's designated site shall be accessible via the public Internet. This specifically does not preclude location of the designated site on a private intranet as long as the designated site is accessible via the public Internet.

For further information relative to Company's designated Internet web site potential users should contact:

Northern Border Pipeline Company
TransCanada Northern Border Inc., its Operator
717 Texas Street
Houston, TX 77002-2761
Phone Number: 1-888-546-3484

Company has a technical support phone number if problems accessing Company's designated Internet web site are encountered.

Company is not responsible for problems that reside in the user's hardware or software, or the Internet Service Provider used to access Company's designated Internet site.

2. Informational Postings Site.

The Informational Postings site is primarily comprised of FERC mandated postings. The Informational Postings site will be maintained to provide equal and timely access to certain Company transportation information, including but not limited to: (1) Operationally Available and Unsubscribed Capacity; (2) Information related to standards of conduct for transmission providers; (3) Gas Quality; (4) Index of Customers; (5) Notices; (6) Posted Imbalances; (7) Company's FERC Gas Tariff and (8) Transactional Reporting.

Other information and/or capabilities to comply with current and future valid reporting or other requirements as dictated by the FERC also shall be included.

Information posted on Company's Informational Postings site may be fully disseminated by its users.

Information on Company's Informational Postings site shall be made available so as to permit users to download data to be used in their applications.

3. Customer Activity Site.

To indicate a desire to access Company's password protected Customer Activity site, potential users must complete and forward a customer access form to Company's Internet Access Administrator.

Once a completed customer access form is received and processed, Company will provide the requestor with a username and password.

A. Username/Password.

The username and password combination of a user of Company's Customer Activity site may not be shared with any other individual without the written consent of Company. User ID's are both individual and company-specific. Transactions using an individual's user ID for their organization is the User's responsibility. If the user changes positions within the organization or leaves the organization, it is the user's responsibility to notify Company to cancel the current user ID. Company will issue new user ID's for replacement personnel upon receipt of a completed Customer Activity access form.

The initial password provided to a new user of Company's Customer Activity site should be immediately changed by the user to protect user's security. Company also recommends that a user change its password on a regular basis.

4. Archiving and Retrieval of Posted Information.

A. All posted information will be electronically archived each business day. This information will be placed in a secure environmentally stable storage location.

B. Long Term Archiving.

Company shall retain daily archived records of the information posted for at least three years and permit users to review such records. Company may purge completed transactions from current files when transactions have been posted for 90 days.

C. Retrieval Procedures.

A person requiring access to archived posted information must submit their request in writing to:

Northern Border Pipeline Company
TransCanada Northern Border Inc.,
its Operator
Commercial Services
717 Texas Street
Houston, TX 77002-2761

Phone Number: (832) 320-5474

FAX Number: (832) 320-5677

Such written request must clearly state the requestor's name, address, phone number, information required, and reason for request.

D. Delivery of Retrieved Information.

The information will be provided by Company to requestor by means that is mutually agreeable to both parties. Company shall utilize its best efforts to provide this information to the requestor no later than ten business days after the request has been received. If the requested information can not be provided in this timeframe, Company shall notify the requestor, by the end of the fifth business day after the request has been received, of the status of providing the requested information. Company may charge requestor a reasonable fee for costs incurred in providing the data.

NORTHERN BORDER PIPELINE COMPANY
U. S. SHIPPERS SERVICE AGREEMENT
RATE SCHEDULE T-1

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

WHEREAS, Company's investors and lenders rely on Certificates of Public Convenience and Necessity granted by the Federal Energy Regulatory Commission and on the Tariff for the return of and the return on all funds invested in or loaned to the Company; and

WHEREAS, the transportation of natural gas shall be effectuated pursuant to Part 157 or Part 284 of the Federal Energy Regulatory Commission's Regulations; and

WHEREAS, Company recognizes that it will be a condition to the initial effectiveness of this Service Agreement that, notwithstanding any other provision of the Tariff or this Service Agreement, the FERC and all other appropriate federal governmental authorities and/or agencies in the United States shall have issued, under terms and conditions acceptable to Shipper, all final nonappealable authorizations and certificates;

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

On each day, beginning with 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 Point of Receipt, specified in Exhibit A attached hereto, a quantity of gas not in excess of the Maximum Receipt Quantity for such Point of Receipt.

ARTICLE 2
TRANSPORTATION PATH DELIVERY POINT

Company shall deliver gas to Shipper at the Point of Delivery, specified in Exhibit A attached hereto, in accordance with Section 6.13 of the General Terms and Conditions.

ARTICLE 3
FLEXIBLE RECEIPT AND DELIVERY POINTS

Shipper shall be entitled to receipt and delivery point flexibility in accordance with Section 6.17 of the General Terms and Conditions of Company's FERC Gas Tariff.

ARTICLE 4
PAYMENTS

Shipper shall make payments to Company in accordance with Rate Schedule T-1 and the other applicable terms and provisions of this Service 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 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 6
CANCELLATION OF PRIOR AGREEMENTS

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

ARTICLE 7
TERM

This Service Agreement shall become effective upon its execution and shall under all circumstances continue in effect in accordance with the Tariff for _____ years, _____ months, _____ days after the Billing Commencement Date or through _____. This Service Agreement may continue in effect thereafter in accordance with Section 5.1.4 of Rate Schedule T-1, if applicable. Service rendered pursuant to this Service Agreement shall be abandoned upon termination of this Service Agreement.

Termination of this U.S. Shippers Service Agreement shall not relieve Company and Shipper of the obligation to correct any Receipt or Delivery 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 8
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 30 days.

ARTICLE 9
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 Shipper's 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 Shipper's Service Agreement. Either party to a Shipper's 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 such 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 9 shall, however, operate to release predecessor Shipper from its obligation under its Service 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 Service 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 instruments and take such other action as may be desirable to give effect to any such assignment of Company's rights under such Shipper's 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 FERC Gas 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 10
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 11
OTHER PROVISIONS

(This Article to be utilized when necessary to specify other provisions.)

ARTICLE 12
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.

NORTHERN BORDER PIPELINE COMPANY
By: TransCanada Northern Border Inc.,
its Operator

By: _____

Title: _____

By: _____

Title: _____

(NAME OF SHIPPER)

By: _____

Title: _____

NORTHERN BORDER PIPELINE COMPANY
U. S. SHIPPERS SERVICE AGREEMENT
RATE SCHEDULE T-1

EXHIBIT A TO U.S. SHIPPERS SERVICE AGREEMENT

COMPANY - Northern Border Pipeline Company

COMPANY'S ADDRESS - Commercial Services
717 Texas Street
Houston, TX 77002-2761

SHIPPER -

SHIPPER'S ADDRESS -

Right of First Refusal: Yes _____ No _____

Right of First Refusal Path: 3/
Point of Receipt _____ Point of Delivery _____

Yes _____ No _____ (Check applicable blank) This Service Agreement covers interim capacity sold pursuant to Section 6.26 of the General Terms and Conditions. Right of First Refusal rights, if any, applicable to this interim capacity are limited as provided in such Section 6.26.2(b)(iv) or 6.26.5 of the General Terms and Conditions.

Maximum Receipt Quantity: Identify Mcf/day amount in either (a) or (b) immediately below.

(a) Uniform throughout contract term: _____ Mcf/day, or

(b) Differing throughout contract term (include periods and amounts in Mcf/day):

Transportation Path:
Point of Receipt _____ Point of Delivery _____

Maximum Reservation Rate 1/ _____

Discounted Rate: 1/ _____
Rate Type:2/ _____
Quantity: _____
Quantity Level: _____
Time Period: Start Date _____ End Date _____

Contract: Discounted Daily Reservation Rate _____
Discounted Daily Commodity Rate _____
Point: Point of Receipt _____
Point of Delivery _____
Point to Point: Point of Receipt _____ to Point of Delivery _____
Zone: (define geographical area) _____
Relationship: _____
Rate Component: _____
Index Price Differential: _____

Negotiated Rate: 1/ No _____ Yes _____ (attach explanation of rate)

- 1/ Plus the applicable commodity charges and other rates and charges, pursuant to Section 5.1.3.1 of Rate Schedule T-1.
- 2/ See Section 6.41 of the General Terms and Conditions for description of various types of discount rates.
- 3/ Subject to right of first refusal provision contained in Article VI of the Stipulation in Docket No. RP06-72.

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

Billing Commencement Date of this Exhibit A is _____.

NORTHERN BORDER PIPELINE COMPANY

By: TransCanada Northern Border Inc.,
its Operator

By: _____

Title: _____

By: _____

Title: _____

(NAME OF T-1 SHIPPER)

By: _____

Title: _____

NORTHERN BORDER PIPELINE COMPANY
FIRM COMPRESSION SERVICE AGREEMENT - DES PLAINES
RATE SCHEDULE FCS-DP

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

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

WHEREAS, Company is desirous of providing firm compression service for Shipper; and

WHEREAS, the compression of natural gas shall be effectuated pursuant to Part 157 or Part 284 of the Federal Energy Regulatory Commission's Regulations.

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

ARTICLE 1
RECEIPT POINT AND DELIVERY POINT

On each day, beginning with Shipper's Billing Commencement Date and continuing throughout the term of this Service Agreement, Shipper shall be entitled to tender to Company at the DP Receipt Point, specified in Exhibit A attached hereto, a quantity of gas not in excess of the Maximum Receipt Quantity for such receipt point.

Company shall compress and deliver gas to Shipper at the DP Transfer Point, specified in Exhibit A attached hereto. The minimum delivery pressure at the DP Receipt Point is listed on Exhibit "A".

ARTICLE 2
PAYMENTS

Shipper shall make payments to Company in accordance with Rate Schedule FCS-DP and the other applicable terms and provisions of this Service Agreement.

ARTICLE 3
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 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 4 CANCELLATION OF PRIOR AGREEMENTS

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

ARTICLE 5 TERM

This Service Agreement shall become effective upon its execution and shall under all circumstances continue in effect in accordance with the Tariff for _____ years, _____ months, _____ days after the Billing Commencement Date or through _____. This Service Agreement may continue in effect thereafter in accordance with the terms and conditions set forth in Section 5.1.4 of Rate Schedule T-1 of Company's FERC Gas Tariff, if applicable. Service rendered pursuant to this Service Agreement shall be automatically abandoned upon termination of this Service Agreement.

Termination of this Service Agreement shall not relieve Company and Shipper of the obligation to correct any Receipt or Delivery 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 6 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 30 days.

ARTICLE 7 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 Shipper's 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 Shipper's Service Agreement. Either party to a Shipper's 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 such 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 7 shall, however, operate to release predecessor Shipper from its obligation under its Service 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 Service 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 instruments and take such other action as may be desirable to give effect to any such assignment of Company's rights under such Shipper's 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 FERC Gas 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 8 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 9
OTHER PROVISIONS

(This Article to be utilized when necessary to specify other provisions.)

ARTICLE 10
EXHIBIT A OF SERVICE AGREEMENT, RATE SCHEDULES
AND GENERAL TERMS AND CONDITIONS

Company's applicable 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.

NORTHERN BORDER PIPELINE COMPANY
By: TransCanada Northern Border Inc.,
its Operator

By: _____

Title: _____

By: _____

Title: _____

(NAME OF SHIPPER)

By: _____

Title: _____

NORTHERN BORDER PIPELINE COMPANY
FIRM COMPRESSION SERVICE AGREEMENT
RATE SCHEDULE FCS-DP

EXHIBIT A TO SERVICE AGREEMENT

COMPANY - Northern Border Pipeline Company

COMPANY'S ADDRESS - Commercial Services
717 Texas Street
Houston, TX 77002-2761

SHIPPER -

SHIPPER'S ADDRESS -

Right of First Refusal: Yes _____ No _____

Maximum Receipt Quantity: _____ Dth/day

Minimum Inlet
Pressure
DP Receipt Point 618 psig

DP Transfer Point

Recourse Rate: Maximum Rate _____

Discounted Rate: _____
Rate Type: 1/ _____
Description: _____

Negotiated Rate: 1/ No _____ Yes _____ (attach explanation of rate)

1/ See Section 6.41 of the General Terms and Conditions 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 _____.

NORTHERN BORDER PIPELINE COMPANY

By: TransCanada Northern Border Inc.,
its Operator

By: _____

Title: _____

By: _____

Title: _____

(NAME OF SHIPPER)

By: _____

Title: _____

NORTHERN BORDER PIPELINE COMPANY
INTERRUPTIBLE COMPRESSION AGREEMENT - DES PLAINES
RATE SCHEDULE ICS-DP

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

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

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

WHEREAS, the compression of natural gas shall be effectuated pursuant to Part 157 or Part 284 of the Federal Energy Regulatory Commission's Regulations.

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

ARTICLE 1
RECEIPT POINT AND DELIVERY POINT

If on any day Company determines that capacity exists to compress all or a portion of Shipper's Maximum Receipt Quantity, then Shipper shall be entitled to tender to Company at the DP Receipt Point a quantity of gas not in excess of the Maximum Receipt Quantity, all set forth in Exhibit A attached hereto. Credit worthiness under this Agreement shall be verified upon receipt of nominations under this Agreement and quantities of gas shall be scheduled pursuant to Section 6.10 of the General Terms and Conditions.

Company shall compress and deliver gas to Shipper at the DP Transfer Point, specified in Exhibit A attached hereto. The minimum inlet pressure at the DP Receipt Point is listed on Exhibit "A".

ARTICLE 2
PAYMENTS

Shipper shall make payments to Company in accordance with Rate Schedule ICS-DP and the other applicable terms and provisions of this Agreement.

ARTICLE 3
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 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 4
CANCELLATION OF PRIOR AGREEMENTS

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

ARTICLE 5
TERM

This Agreement shall become effective _____ and shall continue in full force and effect for a term of _____.

Termination of this Agreement shall not relieve Company and Shipper of the obligation to correct any Receipt or Delivery 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 6
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 to be 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 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 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 30 days.

ARTICLE 7 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 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 the 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 7 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 instruments 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 FERC Gas 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 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 8 LOSS OF GOVERNMENTAL AUTHORITY, GAS SUPPLY, TRANSPORTATION OR MARKET

Without limiting its other responsibilities and obligations under this 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 Agreement.

ARTICLE 9
OTHER PROVISIONS

(This Article to be utilized when necessary to specify other provisions.)

ARTICLE 10
EXHIBIT A OF AGREEMENT, RATE SCHEDULES
AND GENERAL TERMS AND CONDITIONS

Company's applicable 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 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.

NORTHERN BORDER PIPELINE COMPANY
By: TransCanada Northern Border Inc.,
its Operator

By: _____

Title: _____

By: _____

Title: _____

(NAME OF SHIPPER)

By: _____

Title: _____

NORTHERN BORDER PIPELINE COMPANY
INTERRUPTIBLE COMPRESSION AGREEMENT
RATE SCHEDULE ICS-DP

EXHIBIT A TO AGREEMENT

COMPANY - Northern Border Pipeline Company

COMPANY'S ADDRESS - Commercial Services
717 Texas Street
Houston, TX 77002-2761

SHIPPER -

SHIPPER'S ADDRESS -

Maximum Receipt Quantity: _____ Dth/day

Minimum Inlet
Pressure
DP Receipt Point 618 psig

DP Transfer Point

Recourse Rate: Maximum Rate _____

Discounted Rate: _____
Rate Type: 1/ _____
Description: _____

Negotiated Rate: No _____ Yes _____ (attach explanation of rate)

1/ See Section 6.41 of the General Terms and Conditions for description of various types of discount rates.

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

NORTHERN BORDER PIPELINE COMPANY

By: TransCanada Northern Border Inc.,
its Operator

By: _____

Title: _____

By: _____

Title: _____

(NAME OF SHIPPER)

By: _____

Title: _____

NORTHERN BORDER PIPELINE COMPANY
SERVICE AGREEMENT
RATE SCHEDULE T-1B

THIS AGREEMENT (the "Service Agreement") is made and entered into as of _____, 20____, by and between NORTHERN BORDER PIPELINE COMPANY, hereinafter referred to as "Company" and _____, hereinafter referred to as "Shipper".

WHEREAS, the transportation of natural gas shall be effectuated pursuant to Part 157 or Part 284 of the Federal Energy Regulatory Commission's 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 AND DELIVERY POINT

On each day, beginning with Shipper's Billing Commencement Date and continuing throughout the term of this Service Agreement, Shipper shall be entitled to tender, physically or by displacement, to Company at Shipper's Point of Receipt, specified in Exhibit A attached hereto, a quantity of gas not in excess of the Maximum Receipt Quantity for such Point of Receipt.

Company shall deliver gas to Shipper, physically or by displacement, at the Point of Delivery, specified in Exhibit A attached hereto, in accordance with Section 6.13 of the General Terms and Conditions.

ARTICLE 2
FLEXIBLE RECEIPT AND DELIVERY POINTS

Shipper shall be entitled to receipt and delivery point flexibility in accordance with Section 6.17 of the General Terms and Conditions of Company's FERC Gas Tariff.

ARTICLE 3
PAYMENTS

Shipper shall make payments to Company in accordance with Rate Schedule T-1B and the other applicable terms and provisions of this Service Agreement.

ARTICLE 4
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 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 Service Agreements:

ARTICLE 6
TERM

This Service Agreement shall become effective upon its execution and shall under all circumstances continue in effect in accordance with the Tariff for _____ years, _____ months, _____ days after the Billing Commencement Date or through _____. This Service Agreement may continue in effect thereafter or terminated in accordance with Section 5.1.4 of Rate Schedule T-1, if applicable. Service rendered pursuant to this Service Agreement shall be abandoned upon termination of this Service Agreement.

If service is contracted pursuant to a temporary capacity release, Shipper shall not have a right of first refusal.

Termination of this Service Agreement shall not relieve Company and Shipper of the obligation to correct any Receipt or Delivery 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 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 Shipper's 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 Shipper's Service Agreement. Either party to a Shipper's 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 such 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 predecessor Shipper from its obligation under its Service 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 Service 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 instruments and take such other action as may be desirable to give effect to any such assignment of Company's rights under such Shipper's 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 FERC Gas 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.)

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.

NORTHERN BORDER PIPELINE COMPANY
By: TransCanada Northern Border Inc.,
its Operator

By: _____

Title: _____

By: _____

Title: _____

(NAME OF SHIPPER)

By: _____

Title: _____

NORTHERN BORDER PIPELINE COMPANY
SERVICE AGREEMENT
RATE SCHEDULE T-1B

EXHIBIT A TO T-1B SERVICE AGREEMENT

COMPANY - Northern Border Pipeline Company

COMPANY'S ADDRESS - Commercial Services
717 Texas Street
Houston, TX 77002-2761

SHIPPER -

SHIPPER'S ADDRESS -

Right of First Refusal: 3/ Yes _____ No _____

Right of First Refusal Path:

Point of Receipt _____ Point of Delivery _____

Yes _____ No _____ (Check applicable blank) This Service Agreement covers interim capacity sold pursuant to Section 6.26 of the General Terms and Conditions. Right of First Refusal rights, if any, applicable to this interim capacity are limited as provided in such Section 6.26.2(b)(iv) or 6.26.5 of the General Terms and Conditions.

Transportation Path:

Point of Receipt _____ Point of Delivery _____

Maximum Receipt Quantity: Identify Dekatherms/day amount in either (a) or (b) immediately below.

(a) Uniform throughout contract term: _____ Dekatherms/day, or

(b) Differing throughout contract term (include periods and amounts in Dekatherms/day):

Maximum Reservation Rate 1/ _____

Discounted Rate: 1/ _____

Rate Type: 2/ _____

Quantity: _____

Quantity Level: _____
Time Period: Start Date _____ End Date _____
Contract: Discounted Daily Reservation Rate _____
Discounted Daily Commodity Rate _____
Point: Point of Receipt _____
Point of Delivery _____
Point to Point: Point of Receipt _____ to Point of Delivery _____
Zone: (define geographical area) _____
Relationship: _____
Rate Component: _____
Index Price Differential: _____

Negotiated Rate: 1/ No _____ Yes _____ (attach explanation of rate)

- 1/ Plus the applicable commodity charge and other rates and charges, pursuant to Section 5.5.3.1 of Rate Schedule T-1B.
- 2/ See Section 6.41 of the General Terms and Conditions for description of various types of discount rates.
- 3/ Subject to right of first refusal provision contained in Article VI of the Stipulation in Docket No. RP06-72.

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

Billing Commencement Date of this Exhibit A is _____.

NORTHERN BORDER PIPELINE COMPANY

By: TransCanada Northern Border Inc.,
its Operator

By: _____

Title: _____

By: _____

Title: _____

(NAME OF SHIPPER)

By: _____

Title: _____

NORTHERN BORDER PIPELINE COMPANY
TRANSPORTATION AGREEMENT
RATE SCHEDULE IT-1

This Agreement is made and entered into as of this ____ day of _____, 20____, by and between NORTHERN BORDER PIPELINE COMPANY, hereinafter referred to as "Company" and _____, hereinafter referred to as "IT-1 Shipper".

WHEREAS, IT-1 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 IT-1 Shipper; and

WHEREAS, the transportation of natural gas shall be effectuated pursuant to Section 157 or Subparts B or G of 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
BASIC 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 IT-1 Shipper's Total Interruptible Receipt Quantity then IT-1 Shipper shall be entitled to tender to Company at each of IT-1 Shipper's Point(s) of Receipt hereinafter specified on Company's Informational Postings web site the quantity of gas which Company has determined as available for Point(s) of Receipt for such days. Credit worthiness under this Agreement will be verified upon receipt of nominations under this Agreement. Company shall schedule Basic Receipts pursuant to Section 6.10 of the General Terms and Conditions.

ARTICLE 2 - (Reserved)

ARTICLE 3
DELIVERIES

Company shall deliver gas to IT-1 Shipper at the Point(s) of Delivery as specified on Company's Informational Postings web site in accordance with Section 6.13 of the General Terms and Conditions of Company's Tariff.

ARTICLE 4
PAYMENTS

Shipper shall make payments to Company in accordance with Rate Schedule IT-1 and the other applicable terms and provisions of this Agreement.

ARTICLE 5
CHANGE IN TARIFF PROVISIONS

Upon notice to IT-1 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 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. IT-1 Shipper may protest any filed changes before the FERC and exercise any other rights it may have with respect thereto.

ARTICLE 6
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 7
CANCELLATION OF PRIOR AGREEMENTS

When this IT-1 Transportation Agreement becomes effective, it shall supersede, cancel and terminate the following agreements:

ARTICLE 8
TERM

This IT-1 Transportation Agreement shall become effective _____, and shall continue in full force and effect for a term of _____.

Termination of this IT-1 Transportation Agreement shall not relieve Company and IT-1 Shipper of the obligation to correct any Receipt or Delivery Imbalances hereunder, or IT-1 Shipper to pay money due hereunder to Company.

ARTICLE 9
APPLICABLE LAW

This Agreement and Company's Tariff, and the rights and obligations of Company and IT-1 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 10
EXHIBIT A OF IT-1 TRANSPORTATION AGREEMENT,
RATE SCHEDULES 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.

NORTHERN BORDER PIPELINE COMPANY

By: TransCanada Northern Border Inc.,
its Operator

By: _____

Title: _____

By: _____

Title: _____

(NAME OF IT-1 SHIPPER)

By: _____

Title: _____

NORTHERN BORDER PIPELINE COMPANY
TRANSPORTATION AGREEMENT
RATE SCHEDULE IT-1

EXHIBIT A 1/

COMPANY - Northern Border Pipeline Company

COMPANY'S ADDRESS - Commercial Services
717 Texas Street
Houston, TX 77002-2761

IT-1 SHIPPER -

IT-1 SHIPPER'S ADDRESS -

FORWARDHAUL _____ OR BACKHAUL _____ (check one)

Total Interruptible Receipt Quantity _____ Dekatherm(s)/day 2/

Maximum Commodity Rate 3/ _____

Discounted Rate: 3/ _____

Rate Type: 4/ _____

Quantity: _____

Quantity Level: _____

Time Period: Start Date _____ End Date _____

Contract: Discounted Daily Reservation Rate _____

Discounted Daily Commodity Rate _____

Point: Point of Receipt _____

Point of Delivery _____

Point to Point: Point of Receipt _____ to Point of Delivery _____

Zone: (define geographical area) _____

Relationship: _____

Rate Component: _____

Index Price Differential: _____

Negotiated Rate: 3/ No _____ Yes _____ (attach explanation of rate)

- 1/ Company's Point(s) of Receipt and Point(s) of Delivery are posted on Company's Informational Postings web site and are hereby incorporated by reference and made part of this Agreement.
- 2/ Nominations of gas quantities under Article 1 of this Service Agreement will be limited to the lesser of Shipper's Total Interruptible Receipt Quantity or the posted quantity specified for a given Point of Receipt and Point of Delivery on Company's System.
- 3/ Plus the applicable other rates and charges, pursuant to Section 5.1.3.1 of Rate Schedule T-1.
- 4/ See Section 6.41 of the General Terms and Conditions for description of various types of discount rates.

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

NORTHERN BORDER PIPELINE COMPANY
By: TransCanada Northern Border Inc.,
its Operator

By: _____

Title: _____

By: _____

Title: _____

(NAME OF IT-1 SHIPPER)

By: _____

Title: _____

NORTHERN BORDER PIPELINE COMPANY
PARK AND LOAN ("PAL")
AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into as of _____, 20____, by and between NORTHERN BORDER PIPELINE COMPANY, hereinafter referred to as "Company" and _____, hereinafter referred to as "Buyer".

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

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

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

ARTICLE 1
BASIC RECEIPTS

Buyer shall be entitled to nominate a quantity of gas up to Buyer's Maximum Park and Loan Quantity at a Parking 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
BASIC DELIVERIES

Buyer shall be entitled to nominate a quantity of gas up to Buyer's Maximum Park and Loan Quantity at a Lending 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

Buyer 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, and the other applicable terms and provisions of this Agreement.

ARTICLE 5
CHANGE IN TARIFF PROVISIONS

Upon notice to Buyer, 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. Buyer 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 Buyer 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 Buyer 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 Buyer in the Courts of any other State, Province or Country.

At the Company's request, the Buyer 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 Buyer.) If said agent ceases to act as a process agent within Texas on behalf of Buyer, the Buyer 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 30 days.

ARTICLE 9 SUCCESSORS

Any person which shall succeed by purchase, amalgamation, merger or consolidation to the properties, substantially as an entirety, of Buyer or of Company, as the case may be, and which shall assume all obligations under Buyer's Agreement of Buyer or Company, as the case may be, shall be entitled to the rights, and shall be subject to the obligations, of its predecessor under Buyer's Agreement. Either party to a Buyer'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 Buyer from its obligation under its Agreement unless Company shall, in its sole discretion, consent in writing to such release. Company shall not release any Buyer from its obligations under its Agreement unless: (a) such release is effected pursuant to an assignment of obligations by such Buyer, 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. Buyer 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 Buyer'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 FERC Gas Tariff as the Person to whom payment of amounts invoiced by Company shall be made; provided, however, the: (a) Buyer 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 Buyer or Company under this Agreement; and (b) Buyer 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).

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

Buyer 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, Buyer'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.

NORTHERN BORDER PIPELINE COMPANY

By: TransCanada Northern Border Inc.,
its Operator

By: _____

Title: _____

By: _____

Title: _____

(NAME OF BUYER)

By: _____

Title: _____

NORTHERN BORDER PIPELINE COMPANY
 PARK AND LOAN (PAL)
 AGREEMENT

EXHIBIT A TO PARK AND LOAN (PAL) AGREEMENT

COMPANY - Northern Border Pipeline Company

COMPANY'S ADDRESS - Commercial Services
 717 Texas Street
 Houston, TX 77002-2761

BUYER -

BUYER'S ADDRESS -

PARK AND LOAN (PAL) SERVICE OPTIONS:

	<u>Buyer Check Option</u>	<u>Commencement of Service Date</u>	<u>Termination of Service Date</u>	<u>Maximum PAL Quantity Dekatherms</u>	<u>Daily Rate per Dekatherm</u>	<u>Parking Points</u>	<u>Lending Points</u>
1) Buyer Nominated Parking/Lending Service (NPL)	_____	_____	_____	_____*	Nominated	All Points	
2) Buyer Requested Term Parking/Lending Service (RPL)	_____	_____	_____	_____**	\$ _____	_____	_____
3) Company Offered Parking/Lending Service (OPL)	_____	_____	_____	_____**	\$ _____	_____	_____
4) Buyer Authorized Automatic Parking/Lending Service (APL)	_____	_____	_____	_____*	\$ _____	All Points	
5) Buyer Authorized Automatic Term Parking/Lending Service (ATPL)	_____	_____	_____	_____*	\$ _____	_____	_____

Maximum Cumulative Tolerance Level: _____ dth

*Maximum PAL Quantity available on a daily basis during the term of this Exhibit A.

**Maximum PAL Quantity committed for Buyer utilization during the term of this Exhibit A.

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

NORTHERN BORDER PIPELINE COMPANY

By: TransCanada Northern Border Inc.,
its Operator

By: _____

Title: _____

By: _____

Title: _____

(NAME OF BUYER)

By: _____

Title: _____

NORTHERN BORDER PIPELINE COMPANY
THIRD PARTY BALANCING SERVICE AGREEMENT
RATE SCHEDULE TPB

This Agreement (the "Agreement") is made and entered into as of _____, 20____, by and between NORTHERN BORDER PIPELINE COMPANY, hereinafter referred to as "Company", and _____, hereinafter referred to as "Balancing Provider".

WHEREAS, Balancing Provider desires to engage Company to provide this balancing service; and

WHEREAS, Company desires to provide this balancing service to Balancing Provider.

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

ARTICLE 1
POINTS UNDER AGREEMENT

The physical interconnection point(s) of receipt and delivery of gas and the Variable Load Point, and the Balanced Point are as designated in Exhibit(s) A, attached hereto. Balancing Provider shall authorize Company to deliver a quantity of gas up to Balancing Provider's Maximum Balancing Quantity at a Variable Load Point, as set forth in Exhibit(s) A attached hereto. Company shall receive and deliver gas in accordance with the applicable terms and conditions of Rate Schedule TPB.

ARTICLE 2
RATES

The rate for service under this Agreement shall be at Company's Maximum Rate plus all applicable surcharges in effect under Rate Schedule TPB unless otherwise agreed to by the parties and set forth in the Exhibit A of this Agreement.

ARTICLE 3
PAYMENTS

Balancing Provider shall pay Company each month the applicable rate for this service multiplied by the number of days in the calendar month multiplied by the Maximum Balancing Quantity as specified in Exhibit A of this Agreement. Balancing Provider shall make payments to Company in accordance with Rate Schedule TPB, other applicable terms and provisions of this Agreement, and Section 6.6 of the General Terms and Conditions of Company's FERC Gas Tariff.

ARTICLE 4
CHANGE IN TARIFF PROVISIONS

Upon notice to Balancing Provider, 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 Agreements as Company may deem necessary, and to make such changes effective at such times as Company desires and is possible under applicable law. Balancing Provider 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 TPB Agreement becomes effective, it shall supersede, cancel and terminate the following agreements:

ARTICLE 6
TERM OF AGREEMENT

This Agreement shall become effective _____, and shall continue in full force and effect through _____. Service rendered pursuant to this Agreement shall automatically be abandoned upon termination of this Agreement.

Termination of this Agreement shall not relieve Company and Balancing Provider of the obligation to correct any Imbalances hereunder, or Balancing Provider 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 Agreement and Company's Tariff, and the rights and obligations of Company and Balancing Provider 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 Balancing Provider in the Courts of any other State, Province or Country.

At the Company's request, the Balancing Provider 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 Agreement. Such service shall be deemed completed on delivery to such process agent (even if not forwarded to and received by the Balancing Provider.) If said agent ceases to act as a process agent within Texas on behalf of Balancing Provider, the Balancing Provider 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 30 days.

ARTICLE 8
OTHER PROVISIONS

- 8.1 The service under this Agreement shall be conditioned upon the availability of capacity sufficient to provide the service without detriment or disadvantage to existing customers of Company.
- 8.2 Prior to initiation of service, Balancing Provider shall provide Company with any information required by the FERC, as well as all information identified in Company's General Terms and Conditions and as set forth in Rate Schedule TPB.

ARTICLE 9
EXHIBIT A OF 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 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.

NORTHERN BORDER PIPELINE COMPANY
By: TransCanada Northern Border Inc.,
its Operator

By: _____

Title: _____

By: _____

Title: _____

(NAME OF BALANCING PROVIDER)

By: _____

Title: _____

NORTHERN BORDER PIPELINE COMPANY
THIRD PARTY BALANCING SERVICE AGREEMENT
RATE SCHEDULE TPB

EXHIBIT A TO THIRD PARTY BALANCING SERVICE AGREEMENT

COMPANY - Northern Border Pipeline Company

COMPANY'S ADDRESS - Commercial Services
717 Texas Street
Houston, TX 77002-2761

BALANCING PROVIDER -

BALANCING PROVIDER'S ADDRESS -

Name of Balanced Point: _____ Company DRN _____

Name of Variable Load Point: _____ Company DRN _____

Name of Physical Point(s)
Comprising Balanced Point: _____ Flow Control _____ Company DRN _____
Yes _____ No _____

Maximum Balancing Quantity: _____ Dth/day

Daily Rate: Maximum Rate _____/Dth
Discounted Rate _____/Dth

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

NORTHERN BORDER PIPELINE COMPANY

By: TransCanada Northern Border Inc.,
its Operator

By: _____

Title: _____

By: _____

Title: _____

(NAME OF BALANCING PROVIDER)

By: _____

Title: _____

Contract # _____

NORTHERN BORDER PIPELINE COMPANY
FIRM TRANSPORTATION LATERAL SERVICE AGREEMENT
RATE SCHEDULE FTL-1

This Agreement (the "Service Agreement") is made and entered into as of _____, 20__, by and between NORTHERN BORDER PIPELINE COMPANY, hereinafter referred to as "Company," and _____, hereinafter referred to as "Shipper."

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

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

WHEREAS, the transportation of natural gas shall be effectuated pursuant to Part 157 or 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 Point of Receipt, a daily quantity of gas not in excess of the Maximum Receipt Quantity.

ARTICLE 2
TRANSPORTATION PATH DELIVERY POINT

Company shall deliver gas to Shipper at the Point of Delivery, specified in Exhibit A attached hereto, in accordance with Section 6.13 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 Rate Schedule FTL-1 and 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 the term set forth in Exhibit A attached hereto. This Service Agreement may continue in effect thereafter or terminate in accordance with Section 5.1.4 of Rate Schedule T-1, 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.

NORTHERN BORDER PIPELINE COMPANY

By: TransCanada Northern Border Inc.,
its Operator

By: _____

Title: _____

By: _____

Title: _____

(NAME OF SHIPPER)

By: _____

Title: _____

Contract # _____

NORTHERN BORDER PIPELINE COMPANY
FIRM TRANSPORTATION LATERAL SERVICE AGREEMENT
RATE SCHEDULE FTL-1

EXHIBIT A TO SERVICE AGREEMENT

COMPANY - Northern Border Pipeline Company

COMPANY'S ADDRESS - Commercial Services
717 Texas Street
Houston, TX 77002-2761

SHIPPER -

SHIPPER'S ADDRESS -

Maximum Receipt Quantity: _____ Dekatherms/day

Transportation Path:

Point of Receipt: _____ Point of Delivery: _____

Billing Commencement Date: _____

Term: Begin Date: (specific date or triggering event)

End Date: (specific date or triggering event)

Right of First Refusal: Yes _____ No _____

_____ Check if this Service Agreement is applicable to interim capacity sold pursuant to Section 6.26 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 6.26.2(b)(iv) or 6.26.5 of the General Terms and Conditions of Company's Tariff.

Check Applicable Rate:

Maximum Reservation Rate: 1/ _____

Discounted Reservation Rate: 1/ _____

Description of Discount: 2/ _____

Negotiated Rate: 3/ _____
Description of Negotiated Rate: _____

- 1/ Plus the applicable commodity charges and other rates and charges, set forth in Section 5.8.3 of Rate Schedule FTL-1.
- 2/ See Section 6.41 of the General Terms and Conditions of Company's Tariff for description of various types of discount rates.
- 3/ Subject to Section 6.37 of the General Terms and Conditions of Company's Tariff.

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

NORTHERN BORDER PIPELINE COMPANY
By: TransCanada Northern Border Inc.,
its Operator

By: _____

Title: _____

By: _____

Title: _____

(NAME OF SHIPPER)

By: _____

Title: _____

NORTHERN BORDER PIPELINE COMPANY
INTERRUPTIBLE TRANSPORTATION LATERAL AGREEMENT
RATE SCHEDULE ITL-1

This Agreement (the "Agreement") is made and entered into as of _____, 20___, by and between NORTHERN BORDER PIPELINE COMPANY, hereinafter referred to as "Company," and _____, hereinafter referred to as "Shipper."

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

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

WHEREAS, the transportation of natural gas shall be effectuated pursuant to Part 157 or Part 284 of the Federal Energy Regulatory Commission's Regulations.

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

ARTICLE 1
POINT OF RECEIPT AND POINT OF DELIVERY

If on any day Company determines that capacity exists to transport all or a portion of Shipper's Maximum Receipt Quantity, Shipper shall be entitled to tender to Company at the Point of Receipt specified in Exhibit A attached hereto, a quantity of gas not in excess of the Maximum Receipt Quantity, all set forth in Exhibit A attached hereto. Credit worthiness under this Agreement shall be verified upon receipt of nominations under this Agreement and quantities of gas shall be scheduled pursuant to Section 6.10 of the General Terms and Conditions.

Company shall transport and deliver gas to Shipper at the Point of Delivery, specified in Exhibit A attached hereto.

ARTICLE 2
PAYMENTS

Shipper shall make payments to Company in accordance with Rate Schedule ITL-1 and the other applicable terms and provisions of this Agreement.

ARTICLE 3
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 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 4
CANCELLATION OF PRIOR AGREEMENTS

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

ARTICLE 5
TERM

This Agreement shall become effective upon its execution and shall under all circumstances continue in effect in accordance with the Tariff for the term set forth in Exhibit A attached hereto.

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

ARTICLE 6
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 to be 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 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 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 30 days.

ARTICLE 7 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 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 the 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 7 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 instruments 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 FERC Gas 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 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 8 LOSS OF GOVERNMENTAL AUTHORITY, GAS SUPPLY, TRANSPORTATION OR MARKET

Without limiting its other responsibilities and obligations under this 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 Agreement.

ARTICLE 9
OTHER PROVISIONS

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

ARTICLE 10
EXHIBIT A OF AGREEMENT, RATE SCHEDULES
AND GENERAL TERMS AND CONDITIONS

Company's applicable Rate Schedule ITL-1 and General Terms and Conditions, which are on file with the Federal Energy Regulatory Commission and in effect, and Exhibit A hereto are 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.

NORTHERN BORDER PIPELINE COMPANY
By: TransCanada Northern Border Inc.,
its Operator

By: _____

Title: _____

By: _____

Title: _____

(NAME OF SHIPPER)

By: _____

Title: _____

NORTHERN BORDER PIPELINE COMPANY
INTERRUPTIBLE TRANSPORTATION LATERAL AGREEMENT
RATE SCHEDULE ITL-1

EXHIBIT A TO SERVICE AGREEMENT

COMPANY - Northern Border Pipeline Company

COMPANY'S ADDRESS - Commercial Services
717 Texas Street
Houston, TX 77002-2761

SHIPPER -

SHIPPER'S ADDRESS -

Maximum Receipt Quantity: _____ Dekatherms/day

Transportation Path:

Point of Receipt: _____ Point of Delivery: _____

Term: Begin Date: (specific date or triggering event)
End Date: (specific date or triggering event)

Right of First Refusal: Yes _____ No _____

Check Applicable Rate:

Maximum Commodity Rate: 1/ _____

Discounted Commodity Rate: 1/ _____

Description of Discount: 2/ _____

Negotiated Commodity Rate: 3/ _____

Description of Negotiated Rate: _____

1/ Plus the applicable commodity charges and other rates and charges, set forth in Section 5.9.3 of Rate Schedule ITL-1.

2/ See Section 6.41 of the General Terms and Conditions of Company's Tariff for description of various types of discount rates.

3/ Subject to Section 6.37 of the General Terms and Conditions of Company's Tariff.

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

NORTHERN BORDER PIPELINE COMPANY

By: TransCanada Northern Border Inc.,
its Operator

By: _____

Title: _____

By: _____

Title: _____

(NAME OF SHIPPER)

By: _____

Title: _____

Appendix B

Northern Border Pipeline Company – Northern Border Tariffs *FERC Gas Tariff, Second Revised Volume No. 1*

Marked Tariff

<u>Section Description</u>	<u>Version</u>
Part 5 – Rate Schedules	v.2.0.0
5.8.1 – Rate Schedules, Rate Schedule FTL-1 – Availability	v.1.0.0
5.9.1 – Rate Schedules, Rate Schedule ITL-1 – Availability	v.1.0.0
6.32 – GT&C, Internet Access	v.2.0.0
7.1 – Service Agreements, Rate Schedule T-1	v.2.0.0
7.1.1 – Service Agreements, Rate Schedule T-1 – Exhibit A	v.2.0.0
7.2 – Service Agreements, Rate Schedule FCS-DP	v.2.0.0
7.2.1 – Service Agreements, Rate Schedule FCS-DP – Exhibit A	v.2.0.0
7.3 – Service Agreements, Rate Schedule ICS-DP	v.2.0.0
7.3.1 – Service Agreements, Rate Schedule ICS-DP – Exhibit A	v.2.0.0
7.4 – Service Agreements, Rate Schedule T-1B	v.2.0.0
7.4.1 – Service Agreements, Rate Schedule T-1B – Exhibit A	v.2.0.0
7.5 – Service Agreements, Rate Schedule IT-1	v.2.0.0
7.5.1 – Service Agreements, Rate Schedule IT-1, Exhibit A	v.2.0.0
7.6 – Service Agreements, Rate Schedule PAL	v.2.0.0
7.6.1 – Service Agreements, Rate Schedule PAL – Exhibit A	v.2.0.0
7.7 – Service Agreements, Rate Schedule TPB	v.2.0.0
7.7.1 – Service Agreements, Rate Schedule TPB – Exhibit A	v.2.0.0
7.8 - Service Agreements, Rate Schedule FTL-1	v.1.0.0
7.8.1 – Service Agreements, Rate Schedule FTL-1 – Exhibit A	v.1.0.0
7.9 – Service Agreements, Rate Schedule ITL-1	v.1.0.0
7.9.1 – Service Agreements, Rate Schedule ITL-1 – Exhibit A	v.1.0.0

RATE SCHEDULES

Firm Service (T-1)
Firm Compression Service - Des Plaines (FCS-DP)
Interruptible Compression Service - Des Plaines (ICS-DP)
Interruptible Transportation Service (IT-1)
Firm Backhaul Service (T-1B)
Park and Loan Service (PAL)
Third Party Balancing Service (TPB)
Firm Transportation Lateral Service (FTL-1)
Interruptible Transportation Lateral Service (ITL-1)

5.8.1 AVAILABILITY

This Rate Schedule is available for the transportation of natural gas on a firm basis on the Princeton Lateral for any Shipper:

- (a) To the extent that Company determines that firm capacity is or will become available for firm transportation service on the Princeton Lateral; and
- (b) Who requests firm transportation service under this Rate Schedule pursuant to Section 6.30 of the General Terms and Conditions; and
- (c) Who has satisfied the credit worthiness provisions specified in Section 6.40 of the General Terms and Conditions; and
- (d) Who has executed a Rate Schedule FTL-1 Service Agreement.

Princeton Lateral shall be defined as approximately 9 miles of 16-inch diameter pipeline and appurtenant facilities originating near Company's Kasbeer side valve located in Section 25, T18N, R9E, Kasbeer, Bureau County, Illinois (Kasbeer Lateral Point) and terminating at the facilities of Ameren Illinois Company d/b/a Ameren Illinois~~Central Illinois Light Company d/b/a AmerenCILCO~~ near Princeton, Bureau County, Illinois (Princeton).

5.9.1 AVAILABILITY

This Rate Schedule is available for the transportation of natural gas on an interruptible basis on the Princeton Lateral for any Shipper:

- (a) Who requests interruptible transportation service under this Rate Schedule pursuant to Section 6.30 of the General Terms and Conditions; and
- (b) Who has satisfied the credit worthiness provisions specified in Section 6.40 of the General Terms and Conditions; and
- (c) Who has executed a Rate Schedule ITL-1 Service Agreement.

Princeton Lateral shall be defined as approximately 9 miles of 16-inch diameter pipeline and appurtenant facilities originating near Company's Kasbeer side valve located in Section 25, T18N, R9E, Kasbeer, Bureau County, Illinois (Kasbeer Lateral Point) and terminating at the facilities of Ameren Illinois Company d/b/a Ameren Illinois~~Central Illinois Light Company d/b/a AmerenCILCO~~ near Princeton, Bureau County, Illinois (Princeton).

6.32 INTERNET ACCESS

1. Internet Access.

Company shall provide access to its Informational Postings and Customer Activities sites via a designated Internet web site.

At a minimum, Company's designated site shall be accessible via the public Internet. This specifically does not preclude location of the designated site on a private intranet as long as the designated site is accessible via the public Internet.

For further information relative to Company's designated Internet web site potential users should contact:

Northern Border Pipeline Company
TransCanada Northern Border Inc., its Operator

717 Texas Street
13710 FNB Parkway
Houston, TX 77002-2761 ~~Omaha, Nebraska 68154-5200~~

Phone Number: 1-888-546-3484 ~~(800) 372-2982~~
FAX Number: ~~(800) 372-2982~~

Company has a technical support phone number if problems accessing Company's designated Internet web site are encountered.

Company is not responsible for problems that reside in the user's hardware or software, or the Internet Service Provider used to access Company's designated Internet site.

2. Informational Postings Site.

The Informational Postings site is primarily comprised of FERC mandated postings. The Informational Postings site will be maintained to provide equal and timely access to certain Company transportation information, including but not limited to: (1) Operationally Available and Unsubscribed Capacity; (2) Information related to standards of conduct for transmission providers; (3) Gas Quality; (4) Index of Customers; (5) Notices; (6) Posted Imbalances; (7) Company's FERC Gas Tariff and (8) Transactional Reporting.

Other information and/or capabilities to comply with current and future valid reporting or other requirements as dictated by the FERC also shall be included.

Information posted on Company's Informational Postings site may be fully disseminated by its users.

Information on Company's Informational Postings site shall be made available so as to permit users to download data to be used in their applications.

3. Customer Activity Site.

To indicate a desire to access Company's password protected Customer Activity site, potential users must complete and forward a customer access form to Company's Internet Access Administrator.

Once a completed customer access form is received and processed, Company will provide the requestor with a username and password.

A. Username/Password.

The username and password combination of a user of Company's Customer Activity site may not be shared with any other individual without the written consent of Company. User ID's are both individual and company-specific. Transactions using an individual's user ID for their organization is the User's responsibility. If the user changes positions within the organization or leaves the organization, it is the user's responsibility to notify Company to cancel the current user ID. Company will issue new user ID's for replacement personnel upon receipt of a completed Customer Activity access form.

The initial password provided to a new user of Company's Customer Activity site should be immediately changed by the user to protect user's security. Company also recommends that a user change its password on a regular basis.

4. Archiving and Retrieval of Posted Information.

A. All posted information will be electronically archived each business day. This information will be placed in a secure environmentally stable storage location.

B. Long Term Archiving.

Company shall retain daily archived records of the information posted for at least three years and permit users to review such records. Company may purge completed transactions from current files when transactions have been posted for 90 days.

C. Retrieval Procedures.

A person requiring access to archived posted information must submit their request in writing to:

Northern Border Pipeline Company
TransCanada Northern Border Inc.,
its Operator
Commercial Services
717 Texas Street
Houston, TX 77002-2761

Phone Number: (832) 320-5474
FAX Number: (832) 320-5677

Such written request must clearly state the requestor's name, address, phone number, information required, and reason for request.

D. Delivery of Retrieved Information.

The information will be provided by Company to requestor by means that is mutually agreeable to both parties. Company shall utilize its best efforts to provide this information to the requestor no later than ten business days after the request has been received. If the requested information can not be provided in this timeframe, Company shall notify the requestor, by the end of the fifth business day after the request has been received, of the status of providing the requested information. Company may charge requestor a reasonable fee for costs incurred in providing the data.

NORTHERN BORDER PIPELINE COMPANY
U. S. SHIPPERS SERVICE AGREEMENT
RATE SCHEDULE T-1

This Agreement (the "Service Agreement") is made and entered into ~~at Omaha, Nebraska~~ as of _____, 20____, by and between NORTHERN BORDER PIPELINE COMPANY, hereinafter referred to as "Company", and _____, hereinafter referred to as "Shipper".

WHEREAS, Company's investors and lenders rely on Certificates of Public Convenience and Necessity granted by the Federal Energy Regulatory Commission and on the Tariff for the return of and the return on all funds invested in or loaned to the Company; and

WHEREAS, the transportation of natural gas shall be effectuated pursuant to Part 157 or Part 284 of the Federal Energy Regulatory Commission's Regulations; and

WHEREAS, Company recognizes that it will be a condition to the initial effectiveness of this Service Agreement that, notwithstanding any other provision of the Tariff or this Service Agreement, the FERC and all other appropriate federal governmental authorities and/or agencies in the United States shall have issued, under terms and conditions acceptable to Shipper, all final nonappealable authorizations and certificates;

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

On each day, beginning with 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 Point of Receipt, specified in Exhibit A attached hereto, a quantity of gas not in excess of the Maximum Receipt Quantity for such Point of Receipt.

ARTICLE 2
TRANSPORTATION PATH DELIVERY POINT

Company shall deliver gas to Shipper at the Point of Delivery, specified in Exhibit A attached hereto, in accordance with Section 6.13 of the General Terms and Conditions.

ARTICLE 3
FLEXIBLE RECEIPT AND DELIVERY POINTS

Shipper shall be entitled to receipt and delivery point flexibility in accordance with Section 6.17 of the General Terms and Conditions of Company's FERC Gas Tariff.

ARTICLE 4
PAYMENTS

Shipper shall make payments to Company in accordance with Rate Schedule T-1 and the other applicable terms and provisions of this Service 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 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 6
CANCELLATION OF PRIOR AGREEMENTS

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

ARTICLE 7
TERM

This Service Agreement shall become effective upon its execution and shall under all circumstances continue in effect in accordance with the Tariff for _____ years, _____ months, _____ days after the Billing Commencement Date or through _____. This Service Agreement may continue in effect thereafter in accordance with Section 5.1.4 of Rate Schedule T-1, if applicable. Service rendered pursuant to this Service Agreement shall be abandoned upon termination of this Service Agreement.

Termination of this U.S. Shippers Service Agreement shall not relieve Company and Shipper of the obligation to correct any Receipt or Delivery 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 8 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~~Nebraska. For purposes of legal proceedings, this Service Agreement shall be deemed to have been made in the State of ~~Texas~~Nebraska 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~~Nebraska to receive, for it and on its behalf, service of process in connection with any judicial proceeding in ~~Texas~~Nebraska 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~~Nebraska on behalf of Shipper, the Shipper shall appoint a substitute process agent within ~~Texas~~Nebraska and deliver to the Company a copy of the new agent's acceptance of that appointment within 30 days.

ARTICLE 9 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 Shipper's 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 Shipper's Service Agreement. Either party to a Shipper's 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 such 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 9 shall, however, operate to release predecessor Shipper from its obligation under its Service 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 Service 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 instruments and take such

other action as may be desirable to give effect to any such assignment of Company's rights under such Shipper's 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 FERC Gas 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 10
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 11
OTHER PROVISIONS

(This Article to be utilized when necessary to specify other provisions.)

ARTICLE 12
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.

NORTHERN BORDER PIPELINE COMPANY
By: TransCanada Northern Border Inc.,
its Operator

By: _____

Title: _____

By: _____

Title: _____

ATTEST:

(NAME OF SHIPPER)

By: _____

Title: _____

NORTHERN BORDER PIPELINE COMPANY
U. S. SHIPPERS SERVICE AGREEMENT
RATE SCHEDULE T-1

EXHIBIT A TO U.S. SHIPPERS SERVICE AGREEMENT

COMPANY - Northern Border Pipeline Company

COMPANY'S ADDRESS - Commercial Services
717 Texas Street
Houston, TX 77002-2761

SHIPPER -

SHIPPER'S ADDRESS -

Right of First Refusal: Yes _____ No _____

Right of First Refusal Path: 3/
Point of Receipt _____ Point of Delivery _____

Yes _____ No _____ (Check applicable blank) This Service Agreement covers interim capacity sold pursuant to Section 6.26 of the General Terms and Conditions. Right of First Refusal rights, if any, applicable to this interim capacity are limited as provided in such Section 6.26.2(b)(iv) or 6.26.5 of the General Terms and Conditions.

Maximum Receipt Quantity: Identify Mcf/day amount in either (a) or (b) immediately below.

(a) Uniform throughout contract term: _____ Mcf/day, or

(b) Differing throughout contract term (include periods and amounts in Mcf/day):

Transportation Path:
Point of Receipt _____ Point of Delivery _____

Maximum Reservation Rate 1/ _____

Discounted Rate: 1/ _____
Rate Type:2/ _____
Quantity: _____
Quantity Level: _____
Time Period: Start Date _____ End Date _____

Contract: Discounted Daily Reservation Rate _____
Discounted Daily Commodity Rate _____
Point: Point of Receipt _____
Point of Delivery _____
Point to Point: Point of Receipt _____ to Point of Delivery _____
Zone: (define geographical area) _____
Relationship: _____
Rate Component: _____
Index Price Differential: _____

Negotiated Rate: 1/ No _____ Yes _____ (attach explanation of rate)

- 1/ Plus the applicable commodity charges and other rates and charges, pursuant to Section 5.1.3.1 of Rate Schedule T-1.
- 2/ See Section 6.41 of the General Terms and Conditions for description of various types of discount rates.
- 3/ Subject to right of first refusal provision contained in Article VI of the Stipulation in Docket No. RP06-72.

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

Billing Commencement Date of this Exhibit A is _____.

NORTHERN BORDER PIPELINE COMPANY

By: TransCanada Northern Border Inc.,
its Operator

By: _____

Title: _____

By: _____

Title: _____

ATTEST:

(NAME OF T-1 SHIPPER)

By: _____

Title: _____

NORTHERN BORDER PIPELINE COMPANY
FIRM COMPRESSION SERVICE AGREEMENT - DES PLAINES
RATE SCHEDULE FCS-DP

This Agreement (the "Service Agreement") is made and entered into at ~~Omaha, Nebraska~~ as of _____, 20____, by and between NORTHERN BORDER PIPELINE COMPANY, hereinafter referred to as "Company", and _____, hereinafter referred to as "Shipper".

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

WHEREAS, Company is desirous of providing firm compression service for Shipper; and

WHEREAS, the compression of natural gas shall be effectuated pursuant to Part 157 or Part 284 of the Federal Energy Regulatory Commission's Regulations.

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

ARTICLE 1
RECEIPT POINT AND DELIVERY POINT

On each day, beginning with Shipper's Billing Commencement Date and continuing throughout the term of this Service Agreement, Shipper shall be entitled to tender to Company at the DP Receipt Point, specified in Exhibit A attached hereto, a quantity of gas not in excess of the Maximum Receipt Quantity for such receipt point.

Company shall compress and deliver gas to Shipper at the DP Transfer Point, specified in Exhibit A attached hereto. The minimum delivery pressure at the DP Receipt Point is listed on Exhibit "A".

ARTICLE 2
PAYMENTS

Shipper shall make payments to Company in accordance with Rate Schedule FCS-DP and the other applicable terms and provisions of this Service Agreement.

ARTICLE 3
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 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 4 CANCELLATION OF PRIOR AGREEMENTS

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

ARTICLE 5 TERM

This Service Agreement shall become effective upon its execution and shall under all circumstances continue in effect in accordance with the Tariff for _____ years, _____ months, _____ days after the Billing Commencement Date or through _____. This Service Agreement may continue in effect thereafter in accordance with the terms and conditions set forth in Section 5.1.4 of Rate Schedule T-1 of Company's FERC Gas Tariff, if applicable. Service rendered pursuant to this Service Agreement shall be automatically abandoned upon termination of this Service Agreement.

Termination of this Service Agreement shall not relieve Company and Shipper of the obligation to correct any Receipt or Delivery 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 6 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~~ Nebraska. For purposes of legal proceedings, this Service Agreement shall be deemed to have been made in the State of ~~Texas~~ Nebraska 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~~ Nebraska to receive, for it and on its behalf, service of process in connection with any judicial proceeding in ~~Texas~~ Nebraska 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~~Nebraska on behalf of Shipper, the Shipper shall appoint a substitute process agent within ~~Texas~~Nebraska and deliver to the Company a copy of the new agent's acceptance of that appointment within 30 days.

ARTICLE 7 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 Shipper's 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 Shipper's Service Agreement. Either party to a Shipper's 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 such 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 7 shall, however, operate to release predecessor Shipper from its obligation under its Service 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 Service 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 instruments and take such other action as may be desirable to give effect to any such assignment of Company's rights under such Shipper's 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 FERC Gas 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 8 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 9
OTHER PROVISIONS

(This Article to be utilized when necessary to specify other provisions.)

ARTICLE 10
EXHIBIT A OF SERVICE AGREEMENT, RATE SCHEDULES
AND GENERAL TERMS AND CONDITIONS

Company's applicable 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.

NORTHERN BORDER PIPELINE COMPANY
By: TransCanada Northern Border Inc.,
its Operator

By: _____

Title: _____

By: _____

Title: _____

ATTEST:

(NAME OF SHIPPER)

By: _____

Title: _____

NORTHERN BORDER PIPELINE COMPANY
FIRM COMPRESSION SERVICE AGREEMENT
RATE SCHEDULE FCS-DP

EXHIBIT A TO SERVICE AGREEMENT

COMPANY - Northern Border Pipeline Company

COMPANY'S ADDRESS - Commercial Services
717 Texas Street
Houston, TX 77002-2761

SHIPPER -

SHIPPER'S ADDRESS -

Right of First Refusal: Yes _____ No _____

Maximum Receipt Quantity: _____ Dth/day

Minimum Inlet
Pressure
DP Receipt Point 618 psig

DP Transfer Point

Recourse Rate: Maximum Rate _____

Discounted Rate: _____
Rate Type: 1/ _____
Description: _____

Negotiated Rate: 1/ No _____ Yes _____ (attach explanation of rate)

1/ See Section 6.41 of the General Terms and Conditions 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 _____.

NORTHERN BORDER PIPELINE COMPANY

By: TransCanada Northern Border Inc.,
its Operator

By: _____

Title: _____

By: _____

Title: _____

ATTEST:

(NAME OF SHIPPER)

By: _____

Title: _____

NORTHERN BORDER PIPELINE COMPANY
INTERRUPTIBLE COMPRESSION AGREEMENT - DES PLAINES
RATE SCHEDULE ICS-DP

This Agreement (the "Agreement") is made and entered into at ~~Omaha, Nebraska~~ as of _____, 20____, by and between NORTHERN BORDER PIPELINE COMPANY, hereinafter referred to as "Company", and _____, hereinafter referred to as "Shipper".

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

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

WHEREAS, the compression of natural gas shall be effectuated pursuant to Part 157 or Part 284 of the Federal Energy Regulatory Commission's Regulations.

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

ARTICLE 1
RECEIPT POINT AND DELIVERY POINT

If on any day Company determines that capacity exists to compress all or a portion of Shipper's Maximum Receipt Quantity, then Shipper shall be entitled to tender to Company at the DP Receipt Point a quantity of gas not in excess of the Maximum Receipt Quantity, all set forth in Exhibit A attached hereto. Credit worthiness under this Agreement shall be verified upon receipt of nominations under this Agreement and quantities of gas shall be scheduled pursuant to Section 6.10 of the General Terms and Conditions.

Company shall compress and deliver gas to Shipper at the DP Transfer Point, specified in Exhibit A attached hereto. The minimum inlet pressure at the DP Receipt Point is listed on Exhibit "A".

ARTICLE 2
PAYMENTS

Shipper shall make payments to Company in accordance with Rate Schedule ICS-DP and the other applicable terms and provisions of this Agreement.

ARTICLE 3
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 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 4
CANCELLATION OF PRIOR AGREEMENTS

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

ARTICLE 5
TERM

This Agreement shall become effective _____ and shall continue in full force and effect for a term of _____.

Termination of this Agreement shall not relieve Company and Shipper of the obligation to correct any Receipt or Delivery 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 6
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~~ Nebraska. For purposes of legal proceedings, this Agreement shall be deemed to have been made in the State of ~~Texas~~ Nebraska and to be 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 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~~ Nebraska to receive, for it and on its behalf, service of process in connection with any judicial proceeding in

~~Texas~~~~Nebraska~~ relating to this 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~~~~Nebraska~~ on behalf of Shipper, the Shipper shall appoint a substitute process agent within ~~Texas~~~~Nebraska~~ and deliver to the Company a copy of the new agent's acceptance of that appointment within 30 days.

ARTICLE 7 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 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 the 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 7 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 instruments 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 FERC Gas 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 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 8 LOSS OF GOVERNMENTAL AUTHORITY, GAS SUPPLY, TRANSPORTATION OR MARKET

Without limiting its other responsibilities and obligations under this 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 Agreement.

ARTICLE 9
OTHER PROVISIONS

(This Article to be utilized when necessary to specify other provisions.)

ARTICLE 10
EXHIBIT A OF AGREEMENT, RATE SCHEDULES
AND GENERAL TERMS AND CONDITIONS

Company's applicable 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 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.

NORTHERN BORDER PIPELINE COMPANY

By: TransCanada Northern Border Inc.,
its Operator

By: _____

Title: _____

By: _____

Title: _____

ATTEST:

(NAME OF SHIPPER)

By: _____

Title: _____

NORTHERN BORDER PIPELINE COMPANY
INTERRUPTIBLE COMPRESSION AGREEMENT
RATE SCHEDULE ICS-DP

EXHIBIT A TO AGREEMENT

COMPANY - Northern Border Pipeline Company

COMPANY'S ADDRESS - Commercial Services
717 Texas Street
Houston, TX 77002-2761

SHIPPER -

SHIPPER'S ADDRESS -

Maximum Receipt Quantity: _____ Dth/day

Minimum Inlet
Pressure
DP Receipt Point 618 psig

DP Transfer Point

Recourse Rate: Maximum Rate _____

Discounted Rate: _____
Rate Type: 1/ _____
Description: _____

Negotiated Rate: No _____ Yes _____ (attach explanation of rate)

1/ See Section 6.41 of the General Terms and Conditions for description of various types of discount rates.

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

NORTHERN BORDER PIPELINE COMPANY

By: TransCanada Northern Border Inc.,
its Operator

By: _____

Title: _____

By: _____

Title: _____

ATTEST:

=====

(NAME OF SHIPPER)

By: _____

Title: _____

NORTHERN BORDER PIPELINE COMPANY
SERVICE AGREEMENT
RATE SCHEDULE T-1B

THIS AGREEMENT (the "Service Agreement") is made and entered into at ~~Omaha, Nebraska~~ as of _____, 20____, by and between NORTHERN BORDER PIPELINE COMPANY, hereinafter referred to as "Company" and _____, hereinafter referred to as "Shipper".

WHEREAS, the transportation of natural gas shall be effectuated pursuant to Part 157 or Part 284 of the Federal Energy Regulatory Commission's 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 AND DELIVERY POINT

On each day, beginning with Shipper's Billing Commencement Date and continuing throughout the term of this Service Agreement, Shipper shall be entitled to tender, physically or by displacement, to Company at Shipper's Point of Receipt, specified in Exhibit A attached hereto, a quantity of gas not in excess of the Maximum Receipt Quantity for such Point of Receipt.

Company shall deliver gas to Shipper, physically or by displacement, at the Point of Delivery, specified in Exhibit A attached hereto, in accordance with Section 6.13 of the General Terms and Conditions.

ARTICLE 2
FLEXIBLE RECEIPT AND DELIVERY POINTS

Shipper shall be entitled to receipt and delivery point flexibility in accordance with Section 6.17 of the General Terms and Conditions of Company's FERC Gas Tariff.

ARTICLE 3
PAYMENTS

Shipper shall make payments to Company in accordance with Rate Schedule T-1B and the other applicable terms and provisions of this Service Agreement.

ARTICLE 4
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 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 Service Agreements:

ARTICLE 6
TERM

This Service Agreement shall become effective upon its execution and shall under all circumstances continue in effect in accordance with the Tariff for _____ years, _____ months, _____ days after the Billing Commencement Date or through _____. This Service Agreement may continue in effect thereafter or terminated in accordance with Section 5.1.4 of Rate Schedule T-1, if applicable. Service rendered pursuant to this Service Agreement shall be abandoned upon termination of this Service Agreement.

If service is contracted pursuant to a temporary capacity release, Shipper shall not have a right of first refusal.

Termination of this Service Agreement shall not relieve Company and Shipper of the obligation to correct any Receipt or Delivery 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~~ Nebraska. For purposes of legal proceedings, this Service Agreement shall be deemed to have been made in the State of ~~Texas~~ Nebraska 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~~Nebraska to receive, for it and on its behalf, service of process in connection with any judicial proceeding in ~~Texas~~Nebraska 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~~Nebraska on behalf of Shipper, the Shipper shall appoint a substitute process agent within ~~Texas~~Nebraska and deliver to the Company a copy of the new agent's acceptance of that appointment within 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 Shipper's 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 Shipper's Service Agreement. Either party to a Shipper's 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 such 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 predecessor Shipper from its obligation under its Service 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 Service 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 instruments and take such other action as may be desirable to give effect to any such assignment of Company's rights under such Shipper's 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 FERC Gas 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.)

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.

NORTHERN BORDER PIPELINE COMPANY

By: TransCanada Northern Border Inc.,
its Operator

By: _____

Title: _____

By: _____

Title: _____

ATTEST:

(NAME OF SHIPPER)

By: _____

Title: _____

NORTHERN BORDER PIPELINE COMPANY
SERVICE AGREEMENT
RATE SCHEDULE T-1B

EXHIBIT A TO T-1B SERVICE AGREEMENT

COMPANY - Northern Border Pipeline Company

COMPANY'S ADDRESS - Commercial Services
717 Texas Street
Houston, TX 77002-2761

SHIPPER -

SHIPPER'S ADDRESS -

Right of First Refusal: 3/ Yes _____ No _____

Right of First Refusal Path:

Point of Receipt _____ Point of Delivery _____

Yes _____ No _____ (Check applicable blank) This Service Agreement covers interim capacity sold pursuant to Section 6.26 of the General Terms and Conditions. Right of First Refusal rights, if any, applicable to this interim capacity are limited as provided in such Section 6.26.2(b)(iv) or 6.26.5 of the General Terms and Conditions.

Transportation Path:

Point of Receipt _____ Point of Delivery _____

Maximum Receipt Quantity: Identify Dekatherms/day amount in either (a) or (b) immediately below.

(a) Uniform throughout contract term: _____ Dekatherms/day, or

(b) Differing throughout contract term (include periods and amounts in Dekatherms/day):

Maximum Reservation Rate 1/ _____

Discounted Rate: 1/ _____

Rate Type: 2/ _____

Quantity: _____
Quantity Level: _____
Time Period: Start Date _____ End Date _____
Contract: Discounted Daily Reservation Rate _____
Discounted Daily Commodity Rate _____
Point: Point of Receipt _____
Point of Delivery _____
Point to Point: Point of Receipt _____ to Point of Delivery _____
Zone: (define geographical area) _____
Relationship: _____
Rate Component: _____
Index Price Differential: _____

Negotiated Rate: 1/ No _____ Yes _____ (attach explanation of rate)

- 1/ Plus the applicable commodity charge and other rates and charges, pursuant to Section 5.5.3.1 of Rate Schedule T-1B.
- 2/ See Section 6.41 of the General Terms and Conditions for description of various types of discount rates.
- 3/ Subject to right of first refusal provision contained in Article VI of the Stipulation in Docket No. RP06-72.

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

Billing Commencement Date of this Exhibit A is _____.

NORTHERN BORDER PIPELINE COMPANY
By: TransCanada Northern Border Inc.,
its Operator

By: _____

Title: _____

By: _____

Title: _____

ATTEST:

(NAME OF SHIPPER)

By: _____

Title: _____

NORTHERN BORDER PIPELINE COMPANY
TRANSPORTATION AGREEMENT
RATE SCHEDULE IT-1

This Agreement is made and entered into as of this ____ day of _____, 20____, by and between NORTHERN BORDER PIPELINE COMPANY, hereinafter referred to as "Company" and _____, hereinafter referred to as "IT-1 Shipper".

WHEREAS, IT-1 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 IT-1 Shipper; and

WHEREAS, the transportation of natural gas shall be effectuated pursuant to Section 157 or Subparts B or G of 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
BASIC 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 IT-1 Shipper's Total Interruptible Receipt Quantity then IT-1 Shipper shall be entitled to tender to Company at each of IT-1 Shipper's Point(s) of Receipt hereinafter specified on Company's Informational Postings web site the quantity of gas which Company has determined as available for Point(s) of Receipt for such days. Credit worthiness under this Agreement will be verified upon receipt of nominations under this Agreement. Company shall schedule Basic Receipts pursuant to Section 6.10 of the General Terms and Conditions.

ARTICLE 2 - (Reserved)

ARTICLE 3
DELIVERIES

Company shall deliver gas to IT-1 Shipper at the Point(s) of Delivery as specified on Company's Informational Postings web site in accordance with Section 6.13 of the General Terms and Conditions of Company's Tariff.

ARTICLE 4
PAYMENTS

Shipper shall make payments to Company in accordance with Rate Schedule IT-1 and the other applicable terms and provisions of this Agreement.

ARTICLE 5
CHANGE IN TARIFF PROVISIONS

Upon notice to IT-1 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 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. IT-1 Shipper may protest any filed changes before the FERC and exercise any other rights it may have with respect thereto.

ARTICLE 6
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 7
CANCELLATION OF PRIOR AGREEMENTS

When this IT-1 Transportation Agreement becomes effective, it shall supersede, cancel and terminate the following agreements:

ARTICLE 8
TERM

This IT-1 Transportation Agreement shall become effective _____, and shall continue in full force and effect for a term of _____.

Termination of this IT-1 Transportation Agreement shall not relieve Company and IT-1 Shipper of the obligation to correct any Receipt or Delivery Imbalances hereunder, or IT-1 Shipper to pay money due hereunder to Company.

ARTICLE 9
APPLICABLE LAW

This Agreement and Company's Tariff, and the rights and obligations of Company and IT-1 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~~Nebraska.

ARTICLE 10
EXHIBIT A OF IT-1 TRANSPORTATION AGREEMENT,
RATE SCHEDULES 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.

NORTHERN BORDER PIPELINE COMPANY

By: TransCanada Northern Border Inc.,
its Operator

By: _____

Title: _____

By: _____

Title: _____

~~ATTEST:~~

(NAME OF IT-1 SHIPPER)

By: _____

Title: _____

NORTHERN BORDER PIPELINE COMPANY
TRANSPORTATION AGREEMENT
RATE SCHEDULE IT-1

EXHIBIT A 1/

COMPANY - Northern Border Pipeline Company

COMPANY'S ADDRESS - Commercial Services
717 Texas Street
Houston, TX 77002-2761

IT-1 SHIPPER -

IT-1 SHIPPER'S ADDRESS -

FORWARDHAUL _____ OR BACKHAUL _____ (check one)

Total Interruptible Receipt Quantity _____ Dekatherm(s)/day 2/

Maximum Commodity Rate 3/ _____

Discounted Rate: 3/ _____

Rate Type: 4/ _____

Quantity: _____

Quantity Level: _____

Time Period: Start Date _____ End Date _____

Contract: Discounted Daily Reservation Rate _____

Discounted Daily Commodity Rate _____

Point: Point of Receipt _____

Point of Delivery _____

Point to Point: Point of Receipt _____ to Point of Delivery _____

Zone: (define geographical area) _____

Relationship: _____

Rate Component: _____

Index Price Differential: _____

Negotiated Rate: 3/ No _____ Yes _____ (attach explanation of rate)

- 1/ Company's Point(s) of Receipt and Point(s) of Delivery are posted on Company's Informational Postings web site and are hereby incorporated by reference and made part of this Agreement.
- 2/ Nominations of gas quantities under Article 1 of this Service Agreement will be limited to the lesser of Shipper's Total Interruptible Receipt Quantity or the posted quantity specified for a given Point of Receipt and Point of Delivery on Company's System.
- 3/ Plus the applicable other rates and charges, pursuant to Section 5.1.3.1 of Rate Schedule T-1.
- 4/ See Section 6.41 of the General Terms and Conditions for description of various types of discount rates.

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

NORTHERN BORDER PIPELINE COMPANY
By: TransCanada Northern Border Inc.,
its Operator

By: _____

Title: _____

By: _____

Title: _____

~~ATTEST:~~

(NAME OF IT-1 SHIPPER)

By: _____

Title: _____

NORTHERN BORDER PIPELINE COMPANY
PARK AND LOAN ("PAL")
AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into at ~~Omaha, Nebraska~~ as of _____, 20____, by and between NORTHERN BORDER PIPELINE COMPANY, hereinafter referred to as "Company" and _____, hereinafter referred to as "Buyer".

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

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

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

ARTICLE 1
BASIC RECEIPTS

Buyer shall be entitled to nominate a quantity of gas up to Buyer's Maximum Park and Loan Quantity at a Parking 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
BASIC DELIVERIES

Buyer shall be entitled to nominate a quantity of gas up to Buyer's Maximum Park and Loan Quantity at a Lending 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

Buyer 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, and the other applicable terms and provisions of this Agreement.

ARTICLE 5
CHANGE IN TARIFF PROVISIONS

Upon notice to Buyer, 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. Buyer 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 Buyer 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 Buyer 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~~Nebraska. For purposes of legal proceedings, this Agreement shall be deemed to have been made in the State of ~~Texas~~Nebraska 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 Buyer in the Courts of any other State, Province or Country.

At the Company's request, the Buyer shall irrevocably appoint an agent in ~~Texas~~Nebraska to receive, for it and on its behalf, service of process in connection with any judicial proceeding in ~~Texas~~Nebraska 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 Buyer.) If said agent ceases to act as a process agent within ~~Texas~~Nebraska on behalf of Buyer, the Buyer shall appoint a substitute process agent within ~~Texas~~Nebraska and deliver to the Company a copy of the new agent's acceptance of that appointment within 30 days.

ARTICLE 9 SUCCESSORS

Any person which shall succeed by purchase, amalgamation, merger or consolidation to the properties, substantially as an entirety, of Buyer or of Company, as the case may be, and which shall assume all obligations under Buyer's Agreement of Buyer or Company, as the case may be, shall be entitled to the rights, and shall be subject to the obligations, of its predecessor under Buyer's Agreement. Either party to a Buyer'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 Buyer from its obligation under its Agreement unless Company shall, in its sole discretion, consent in writing to such release. Company shall not release any Buyer from its obligations under its Agreement unless: (a) such release is effected pursuant to an assignment of obligations by such Buyer, 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. Buyer 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 Buyer'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 FERC Gas Tariff as the Person to whom payment of amounts invoiced by Company shall be made; provided, however, the: (a) Buyer 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 Buyer or Company under this Agreement; and (b) Buyer 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).

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

Buyer 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, Buyer'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.

NORTHERN BORDER PIPELINE COMPANY
By: TransCanada Northern Border Inc.,
its Operator

By: _____

Title: _____

By: _____

Title: _____

ATTEST:

(NAME OF BUYER)

By: _____

Title: _____

NORTHERN BORDER PIPELINE COMPANY
 PARK AND LOAN (PAL)
 AGREEMENT

EXHIBIT A TO PARK AND LOAN (PAL) AGREEMENT

COMPANY - Northern Border Pipeline Company

COMPANY'S ADDRESS - Commercial Services
 717 Texas Street
 Houston, TX 77002-2761

BUYER -

BUYER'S ADDRESS -

PARK AND LOAN (PAL) SERVICE OPTIONS:

	<u>Buyer Check Option</u>	<u>Commencement of Service Date</u>	<u>Termination of Service Date</u>	<u>Maximum PAL Quantity Dekatherms</u>	<u>Daily Rate per Dekatherm</u>	<u>Parking Points</u>	<u>Lending Points</u>
1) Buyer Nominated Parking/Lending Service (NPL)	_____	_____	_____	_____*	Nominated	All Points	
2) Buyer Requested Term Parking/Lending Service (RPL)	_____	_____	_____	_____**	\$ _____	_____	_____
3) Company Offered Parking/Lending Service (OPL)	_____	_____	_____	_____**	\$ _____	_____	_____
4) Buyer Authorized Automatic Parking/Lending Service (APL)	_____	_____	_____	_____*	\$ _____	All Points	
5) Buyer Authorized Automatic Term Parking/Lending Service (ATPL)	_____	_____	_____	_____*	\$ _____	_____	_____

Maximum Cumulative Tolerance Level: _____ dth

*Maximum PAL Quantity available on a daily basis during the term of this Exhibit A.

**Maximum PAL Quantity committed for Buyer utilization during the term of this Exhibit A.

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

NORTHERN BORDER PIPELINE COMPANY

By: TransCanada Northern Border Inc.,
its Operator

By: _____

Title: _____

By: _____

Title: _____

~~ATTEST:~~

(NAME OF BUYER)

By: _____

Title: _____

NORTHERN BORDER PIPELINE COMPANY
THIRD PARTY BALANCING SERVICE AGREEMENT
RATE SCHEDULE TPB

This Agreement (the "Agreement") is made and entered into at ~~Omaha, Nebraska~~ as of _____, 20____, by and between NORTHERN BORDER PIPELINE COMPANY, hereinafter referred to as "Company", and _____, hereinafter referred to as "Balancing Provider".

WHEREAS, Balancing Provider desires to engage Company to provide this balancing service; and

WHEREAS, Company desires to provide this balancing service to Balancing Provider.

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

ARTICLE 1
POINTS UNDER AGREEMENT

The physical interconnection point(s) of receipt and delivery of gas and the Variable Load Point, and the Balanced Point are as designated in Exhibit(s) A, attached hereto. Balancing Provider shall authorize Company to deliver a quantity of gas up to Balancing Provider's Maximum Balancing Quantity at a Variable Load Point, as set forth in Exhibit(s) A attached hereto. Company shall receive and deliver gas in accordance with the applicable terms and conditions of Rate Schedule TPB.

ARTICLE 2
RATES

The rate for service under this Agreement shall be at Company's Maximum Rate plus all applicable surcharges in effect under Rate Schedule TPB unless otherwise agreed to by the parties and set forth in the Exhibit A of this Agreement.

ARTICLE 3
PAYMENTS

Balancing Provider shall pay Company each month the applicable rate for this service multiplied by the number of days in the calendar month multiplied by the Maximum Balancing Quantity as specified in Exhibit A of this Agreement. Balancing Provider shall make payments to Company in accordance with Rate Schedule TPB, other applicable terms and provisions of this Agreement, and Section 6.6 of the General Terms and Conditions of Company's FERC Gas Tariff.

ARTICLE 4
CHANGE IN TARIFF PROVISIONS

Upon notice to Balancing Provider, 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 Agreements as Company may deem necessary, and to make such changes effective at such times as Company desires and is possible under applicable law. Balancing Provider 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 TPB Agreement becomes effective, it shall supersede, cancel and terminate the following agreements:

ARTICLE 6
TERM OF AGREEMENT

This Agreement shall become effective _____, and shall continue in full force and effect through _____. Service rendered pursuant to this Agreement shall automatically be abandoned upon termination of this Agreement.

Termination of this Agreement shall not relieve Company and Balancing Provider of the obligation to correct any Imbalances hereunder, or Balancing Provider 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 Agreement and Company's Tariff, and the rights and obligations of Company and Balancing Provider 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~~Nebraska. For purposes of legal proceedings, this Agreement shall be deemed to have been made in the State of ~~Texas~~Nebraska 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 Balancing Provider in the Courts of any other State, Province or Country.

At the Company's request, the Balancing Provider shall irrevocably appoint an agent in ~~Texas~~Nebraska to receive, for it and on its behalf, service of process in connection with any

judicial proceeding in ~~Texas~~Nebraska relating to this Agreement. Such service shall be deemed completed on delivery to such process agent (even if not forwarded to and received by the Balancing Provider.) If said agent ceases to act as a process agent within ~~Texas~~Nebraska on behalf of Balancing Provider, the Balancing Provider shall appoint a substitute process agent within ~~Texas~~Nebraska and deliver to the Company a copy of the new agent's acceptance of that appointment within 30 days.

ARTICLE 8
OTHER PROVISIONS

- 8.1 The service under this Agreement shall be conditioned upon the availability of capacity sufficient to provide the service without detriment or disadvantage to existing customers of Company.
- 8.2 Prior to initiation of service, Balancing Provider shall provide Company with any information required by the FERC, as well as all information identified in Company's General Terms and Conditions and as set forth in Rate Schedule TPB.

ARTICLE 9
EXHIBIT A OF 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 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.

NORTHERN BORDER PIPELINE COMPANY
By: TransCanada Northern Border Inc.,
its Operator

By: _____

Title: _____

By: _____

Title: _____

ATTEST:

(NAME OF BALANCING PROVIDER)

By: _____

Title: _____

NORTHERN BORDER PIPELINE COMPANY
THIRD PARTY BALANCING SERVICE AGREEMENT
RATE SCHEDULE TPB

EXHIBIT A TO THIRD PARTY BALANCING SERVICE AGREEMENT

COMPANY - Northern Border Pipeline Company

COMPANY'S ADDRESS - Commercial Services
717 Texas Street
Houston, TX 77002-2761

BALANCING PROVIDER -

BALANCING PROVIDER'S ADDRESS -

Name of Balanced Point: _____ Company DRN _____

Name of Variable Load Point: _____ Company DRN _____

Name of Physical Point(s)
Comprising Balanced Point: _____ Flow Control _____ Company DRN _____
Yes _____ No _____

Maximum Balancing Quantity: _____ Dth/day

Daily Rate: Maximum Rate _____/Dth
Discounted Rate _____/Dth

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

NORTHERN BORDER PIPELINE COMPANY

By: TransCanada Northern Border Inc.,
its Operator

By: _____

Title: _____

By: _____

Title: _____

ATTEST:

(NAME OF BALANCING PROVIDER)

By: _____

Title: _____

Contract # _____

NORTHERN BORDER PIPELINE COMPANY
FIRM TRANSPORTATION LATERAL SERVICE AGREEMENT
RATE SCHEDULE FTL-1

This Agreement (the "Service Agreement") is made and entered into as of _____, 20__, by and between NORTHERN BORDER PIPELINE COMPANY, hereinafter referred to as "Company," and _____, hereinafter referred to as "Shipper."

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

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

WHEREAS, the transportation of natural gas shall be effectuated pursuant to Part 157 or 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 Point of Receipt, a daily quantity of gas not in excess of the Maximum Receipt Quantity.

ARTICLE 2
TRANSPORTATION PATH DELIVERY POINT

Company shall deliver gas to Shipper at the Point of Delivery, specified in Exhibit A attached hereto, in accordance with Section 6.13 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 Rate Schedule FTL-1 and 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 the term set forth in Exhibit A attached hereto. This Service Agreement may continue in effect thereafter or terminate in accordance with Section 5.1.4 of Rate Schedule T-1, 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~~Nebraska. For purposes of legal proceedings, this Service Agreement shall be deemed to have been made in the State of ~~Texas~~Nebraska 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~~Nebraska to receive, for it and on its behalf, service of process in connection with any judicial proceeding in ~~Texas~~Nebraska 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~~Nebraska on behalf of Shipper, the Shipper shall appoint a substitute process agent within ~~Texas~~Nebraska 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.

NORTHERN BORDER PIPELINE COMPANY
By: TransCanada Northern Border Inc.,
its Operator

By: _____

Title: _____

By: _____

Title: _____

ATTEST:

(NAME OF SHIPPER)

By: _____

Title: _____

Contract # _____

NORTHERN BORDER PIPELINE COMPANY
FIRM TRANSPORTATION LATERAL SERVICE AGREEMENT
RATE SCHEDULE FTL-1

EXHIBIT A TO SERVICE AGREEMENT

COMPANY - Northern Border Pipeline Company

COMPANY'S ADDRESS - Commercial Services
717 Texas Street
Houston, TX 77002-2761

SHIPPER -

SHIPPER'S ADDRESS -

Maximum Receipt Quantity: _____ Dekatherms/day

Transportation Path:

Point of Receipt: _____ Point of Delivery: _____

Billing Commencement Date: _____

Term: Begin Date: (specific date or triggering event)

End Date: (specific date or triggering event)

Right of First Refusal: Yes _____ No _____

_____ Check if this Service Agreement is applicable to interim capacity sold pursuant to Section 6.26 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 6.26.2(b)(iv) or 6.26.5 of the General Terms and Conditions of Company's Tariff.

Check Applicable Rate:

Maximum Reservation Rate: 1/ _____

Discounted Reservation Rate: 1/ _____

Description of Discount: 2/ _____

Negotiated Rate: 3/ _____
Description of Negotiated Rate: _____

- 1/ Plus the applicable commodity charges and other rates and charges, set forth in Section 5.8.3 of Rate Schedule FTL-1.
- 2/ See Section 6.41 of the General Terms and Conditions of Company's Tariff for description of various types of discount rates.
- 3/ Subject to Section 6.37 of the General Terms and Conditions of Company's Tariff.

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

NORTHERN BORDER PIPELINE COMPANY
By: TransCanada Northern Border Inc.,
its Operator

By: _____

Title: _____

By: _____

Title: _____

~~ATTEST:~~

(NAME OF SHIPPER)

By: _____

Title: _____

NORTHERN BORDER PIPELINE COMPANY
INTERRUPTIBLE TRANSPORTATION LATERAL AGREEMENT
RATE SCHEDULE ITL-1

This Agreement (the "Agreement") is made and entered into as of _____, 20___, by and between NORTHERN BORDER PIPELINE COMPANY, hereinafter referred to as "Company," and _____, hereinafter referred to as "Shipper."

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

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

WHEREAS, the transportation of natural gas shall be effectuated pursuant to Part 157 or Part 284 of the Federal Energy Regulatory Commission's Regulations.

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

ARTICLE 1
POINT OF RECEIPT AND POINT OF DELIVERY

If on any day Company determines that capacity exists to transport all or a portion of Shipper's Maximum Receipt Quantity, Shipper shall be entitled to tender to Company at the Point of Receipt specified in Exhibit A attached hereto, a quantity of gas not in excess of the Maximum Receipt Quantity, all set forth in Exhibit A attached hereto. Credit worthiness under this Agreement shall be verified upon receipt of nominations under this Agreement and quantities of gas shall be scheduled pursuant to Section 6.10 of the General Terms and Conditions.

Company shall transport and deliver gas to Shipper at the Point of Delivery, specified in Exhibit A attached hereto.

ARTICLE 2
PAYMENTS

Shipper shall make payments to Company in accordance with Rate Schedule ITL-1 and the other applicable terms and provisions of this Agreement.

ARTICLE 3
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 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 4
CANCELLATION OF PRIOR AGREEMENTS

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

ARTICLE 5
TERM

This Agreement shall become effective upon its execution and shall under all circumstances continue in effect in accordance with the Tariff for the term set forth in Exhibit A attached hereto.

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

ARTICLE 6
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~~Nebraska. For purposes of legal proceedings, this Agreement shall be deemed to have been made in the State of ~~Texas~~Nebraska and to be 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 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~~Nebraska to receive, for it and on its behalf, service of process in connection with any judicial proceeding

in ~~Texas~~Nebraska relating to this 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~~Nebraska on behalf of Shipper, the Shipper shall appoint a substitute process agent within ~~Texas~~Nebraska and deliver to the Company a copy of the new agent's acceptance of that appointment within 30 days.

ARTICLE 7 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 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 the 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 7 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 instruments 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 FERC Gas 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 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 8 LOSS OF GOVERNMENTAL AUTHORITY, GAS SUPPLY, TRANSPORTATION OR MARKET

Without limiting its other responsibilities and obligations under this 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 Agreement.

ARTICLE 9
OTHER PROVISIONS

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

ARTICLE 10
EXHIBIT A OF AGREEMENT, RATE SCHEDULES
AND GENERAL TERMS AND CONDITIONS

Company's applicable Rate Schedule ITL-1 and General Terms and Conditions, which are on file with the Federal Energy Regulatory Commission and in effect, and Exhibit A hereto are 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.

NORTHERN BORDER PIPELINE COMPANY
By: TransCanada Northern Border Inc.,
its Operator

By: _____

Title: _____

By: _____

Title: _____

ATTEST:

(NAME OF SHIPPER)

By: _____

Title: _____

NORTHERN BORDER PIPELINE COMPANY
INTERRUPTIBLE TRANSPORTATION LATERAL AGREEMENT
RATE SCHEDULE ITL-1

EXHIBIT A TO SERVICE AGREEMENT

COMPANY - Northern Border Pipeline Company

COMPANY'S ADDRESS - ~~Commercial Services 13710 FNB Parkway
717 Texas Street Omaha, Nebraska 68154-5200~~
Houston, TX 77002-2761

SHIPPER -

SHIPPER'S ADDRESS -

Maximum Receipt Quantity: _____ Dekatherms/day

Transportation Path:

Point of Receipt: _____ Point of Delivery: _____

Term: Begin Date: (specific date or triggering event)

End Date: (specific date or triggering event)

Right of First Refusal: Yes _____ No _____

Check Applicable Rate:

Maximum Commodity Rate: 1/ _____

Discounted Commodity Rate: 1/ _____

Description of Discount: 2/ _____

Negotiated Commodity Rate: 3/ _____

Description of Negotiated Rate: _____

1/ Plus the applicable commodity charges and other rates and charges, set forth in Section 5.9.3 of Rate Schedule ITL-1.

2/ See Section 6.41 of the General Terms and Conditions of Company's Tariff for description of various types of discount rates.

3/ Subject to Section 6.37 of the General Terms and Conditions of Company's Tariff.

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

NORTHERN BORDER PIPELINE COMPANY

By: TransCanada Northern Border Inc.,
its Operator

By: _____

Title: _____

By: _____

Title: _____

ATTEST:

(NAME OF SHIPPER)

By: _____

Title: _____