



NATURAL GAS EXCHANGE AGREEMENT

THIS AGREEMENT made effective as of the _____ day of _____, 20__.

BETWEEN:

[END USER], a body corporate, entitled to carry on business in the Province of Alberta, having an office in the City of Calgary, in the Province of Alberta (hereinafter referred to as "[END USER]")

- and -

GAS ALBERTA INC., a body corporate, entitled to carry on business in the Province of Alberta, having an office in the City of Calgary, in the Province of Alberta (hereinafter referred to as "GAS ALBERTA")

WHEREAS the parties agree that GAS ALBERTA will provide [END USER] with gas exchange services in accordance with the terms of this Agreement and the terms and conditions of confirmations in the form attached hereto as Schedule "A" executed by the parties from time to time;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT, in consideration of the premises and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1.0 DEFINITIONS

1.1 The following words and terms wherever and whenever used or appearing in this Agreement shall have the following meanings unless the context otherwise requires:

- (a) **"Average Daily Spot Price"** means average daily spot price for the month in question, as quoted in the first edition of Canadian Gas Price Reporter, in the month immediately following the month in question, in the table "Canadian domestic gas price report", under the heading "'NGX AB-NIT Same Day", under the column "Avg*", in the row 5A. Arithmetic Avg^{**}.
- (b) **"Business Day"** means any calendar day beginning at 08:00 hours and ending at 16:30 hours Mountain Standard Time; excluding Saturdays, Sundays and Alberta or Canadian statutory holidays;

- (c) **"Confirm Deadline"** means the end of the Business Day next following the day on which a party receives a Schedule "A"; provided, if the Schedule "A" is received on a day which is not a Business Day, it shall be deemed received at the open of the next Business Day;
- (d) **"Cubic Metre" or "M³"** means the volume of gas which at a temperature of fifteen (15) degrees Celsius and at an absolute pressure of one hundred and one and three hundred and twenty-five thousandths (101.325) kilopascals occupies one (1) cubic metre;
- (e) **"Daily Exchange Quantity"** means for each Transaction, the quantity of Gas to be delivered each day under that Transaction, as set forth in the applicable Schedule "A";
- (f) **"day"** means a period of twenty-four (24) consecutive hours beginning and ending at 8:00 a.m., Mountain Standard Time;
- (g) **"Delivery Period"** means, for each Transaction, the period of time during which gas may be exchanged under that Transaction, as set forth in the applicable Schedule "A";
- (h) **"Delivery Point"** means, for each Transaction, the point or points at which GAS ALBERTA delivers the gas back to [END USER] under that Transaction, as set forth in the applicable Schedule "A";
- (i) **"Energy Variance"** means the variance between quantity of Gas in GJs received by GAS ALBERTA from [END USER] during any Month and the quantity of gas in GJs delivered by GAS ALBERTA to [END USER] at the Delivery Point during such Month;
- (j) **"gas"** means merchantable natural gas that meets or exceeds the specifications of Transporter, including, but not limited to, quality, temperature and pressure;
- (k) **"Gigajoule" or "GJ"** means one billion (1,000,000,000) Joules;
- (l) **"Imbalance Charges"** means any scheduling penalties, imbalance penalties or charges, balancing fees or similar penalties, fees or charges assessed by a Transporter for failure to satisfy the Transporter's balance or nomination requirements;
- (m) **"month"** means the period beginning at 8:00 a.m., Mountain Standard Time on the first day of a calendar month and ending at 8:00 a.m., Mountain Standard Time on the first day of the next succeeding calendar month;
- (n) **"Nomination" or "Nominate"** means a verbal, written or facsimile request for delivery of a specific quantity or volume of gas;
- (o) **"Receipt Point"** means, for each Transaction, the point or points at which GAS ALBERTA receives the gas from [END USER] under that Transaction, as set forth in the applicable Schedule "A";

- (p) **"TCPL"** means TransCanada Pipelines Limited or any successor;
- (q) **"TCPL Inventory Transfer"** or **"NIT"** means transfer by TCPL of inventory on the TCPL system from either GAS ALBERTA's TCPL account to [END USER]'s TCPL account or from [END USER]'s TCPL account to GAS ALBERTA's TCPL account;
- (r) **"Transaction"** means an agreement between the parties regarding an exchange of gas on the terms specified in the applicable Schedule "A", a form of which is attached hereto, and in accordance with the other terms and conditions contained in this Agreement;
- (s) **"Transporter(s)"** means the pipeline company or companies, or the physical facilities thereof, receiving gas at the Receipt Point or delivering gas to the Delivery Point under a particular Transaction.

2.0 TERM OF AGREEMENT

This Agreement shall commence on the date first above-written and subject to provisions hereof, shall continue in full force and effect until such date and time indicated by either party providing at least one calendar month's written notice to the other party of its election to terminate this Agreement. The termination of this Agreement shall not relieve either party from any obligations entered into prior to the date of such termination in respect of any particular Transaction. If, at the time of any termination of this Agreement one or more Transactions remain in effect, such termination shall not be effective for any such Transaction until the expiration of the Delivery Period and payment is made for such Transaction.

3.0 TRANSACTION(S)

3.1 GAS ALBERTA shall document the details of each gas exchange transaction by preparing a Schedule "A" and delivering such Schedule "A" to [END USER] in a timely manner via facsimile.

3.2 This Agreement and all Transactions implemented under it constitute one integrated contract between the parties. At any time during the term of this Agreement, there may be one or more Transactions in effect. Should there at any time be no Schedule "A" outstanding, this Agreement shall nevertheless remain in full force and effect in accordance with its terms, unless terminated pursuant to the provisions hereof. Any discrepancy between this Agreement and a Schedule "A" shall be resolved in favour of the applicable Schedule "A".

4.0 EXCHANGE AND TRANSPORTATION

4.1 If the delivery and receipt obligation for any Transaction is designated as firm, then subject to Article 13 hereof and the conditions, if any, indicated on the Schedule "A" applicable to such Transaction, each day during the Delivery Period:

- (a) [END USER] agrees to deliver to GAS ALBERTA the Daily Exchange Quantity at the Receipt Point or by way of a NIT (as indicated on the applicable Schedule "A") and GAS ALBERTA agrees to receive such Daily Exchange Quantity; and

- (b) GAS ALBERTA agrees to transport and deliver such Daily Exchange Quantity to [END USER] at the Delivery Point and [END USER] agrees to take such Daily Exchange Quantity at the Delivery Point;

4.2 If the delivery and receipt obligation for any Transaction is designated as interruptible, then subject to the conditions, if any, indicated on the Schedule "A" applicable to such Transaction, each day during the Delivery Period:

- (a) [END USER] agrees to deliver to GAS ALBERTA the Daily Exchange Quantity at the Receipt Point or by way of a NIT (as indicated on the applicable Schedule "A"), and GAS ALBERTA agrees to receive such Daily Exchange Quantity; and
- (b) GAS ALBERTA agrees to transport and deliver such Daily Exchange Quantity to [END USER] at the Delivery Point and [END USER] agrees to take such Daily Exchange Quantity at the Delivery Point;

provided however that either party, by providing a minimum of four (4) hours notice prior to the Transporter's nomination deadline, may at its sole discretion, curtail or interrupt its obligations under this Section 4.2 for any reason whatsoever with no liability to the other party.

4.3 For each Transaction, GAS ALBERTA shall obtain and be responsible for transportation to the Delivery Point and [END USER] shall obtain and be responsible for transportation from the Delivery Point.

5.0 NEW CHARGES AND EXCISE TAX ACT

5.1 If, at any time during the Delivery Period for any Transaction on TCPL initiates a charge for NIT's, respectively, such charges shall be paid by [END USER], and Gas Alberta will add such charges to the invoices rendered to [END USER] under Article 10.

5.2 The parties represent and warrant to each other that each is a registrant in accordance with the *Excise Tax Act* (Canada) and that its respective GST registration number is:

GAS ALBERTA	#817907093 RT0001
[END USER]	•

6.0 NOMINATIONS

6.1 GAS ALBERTA and [END USER] shall work together to ensure that the quantities of gas received by GAS ALBERTA from [END USER] and exchanged back to [END USER] shall be equal on a daily basis.

6.2 The parties will use all reasonable efforts to avoid the imposition of Imbalance Charges by any Transporter. If, during any Month, GAS ALBERTA receives an invoice from a Transporter which includes Imbalance Charges, the parties will promptly determine the validity as well as the cause of such Imbalance Charges. If the parties determine that the Imbalance Charges were incurred as a result of [END USER]'s actions or inactions (which will include, but will not be limited to, [END USER]'s failure to accept quantities of Gas equal to the quantity of gas Nominated), then [END USER] will pay for such Imbalance Charges or reimburse GAS ALBERTA, within ten (10) days of [END USER]'s receipt of GAS ALBERTA's invoice for

such Imbalance Charges paid by GAS ALBERTA to the Transporter. If the parties determine that the Imbalance Charges were incurred as a result of GAS ALBERTA's actions or inactions (which will include, but will not be limited to, GAS ALBERTA's failure to deliver quantities of Gas equal to the quantity of gas Nominated), then GAS ALBERTA will pay for such Imbalance Charges, or reimburse [END USER], within ten (10) days of GAS ALBERTA's receipt of [END USER]'s invoice for such Imbalance Charges paid by [END USER] to the Transporter.

6.3 If GAS ALBERTA determines that in any Month during the Delivery Period, the Energy Variance is greater than 1,000 GJ, GAS ALBERTA shall be entitled to bring the Energy Variance to 0; and:

- (a) if GAS ALBERTA is in a credit position in regard to the Energy Variance in accordance with Schedule "B", GAS ALBERTA shall be entitled to invoice [END USER] for an amount equal to the Energy Variance credit in favour of GAS ALBERTA, multiplied by the Average Daily Spot Price for that Month. The invoice shall be rendered by GAS ALBERTA and paid by [END USER] in accordance with Article 10. GAS ALBERTA shall be considered to be in a credit position in regard to the Energy Variance where the quantity of gas in GJs delivered by GAS ALBERTA to [END USER] at the Delivery Point in any Month exceeds the quantity of Gas in GJs received by GAS ALBERTA from [END USER] by way of NITs during such Month;
- (b) if [END USER] is in a credit position in regard to the Energy Variance in accordance with Schedule "B", GAS ALBERTA shall notify [END USER] and GAS ALBERTA shall be obligated to pay [END USER] an amount equal to the Energy Variance credit in favour of [END USER], multiplied by the Average Daily Spot Price for that Month. GAS ALBERTA shall pay such amount to [END USER] on or before the 25th day of the month in which the determination of the Energy Variance was made. If the 25th day of the month is not a Business Day, the provisions of Article 10 governing payment dates shall apply. In addition, Section 10.2 shall apply mutatis mutandis to any amounts owing by GAS ALBERTA to [END USER] under this Section 6.3. [END USER] shall be considered to be in a credit position in regard to the Energy Variance where the quantity of gas in GJs delivered by [END USER] to GAS ALBERTA by way of NIT in any Month exceeds the quantity of gas in GJs delivered by GAS ALBERTA to [END USER] at the Delivery Point during such Month.

6.4 Concurrently with the execution of this Agreement by the parties, [END USER] shall deliver to GAS ALBERTA a quantity of gas approximately equal to the Daily Exchange Quantity multiplied by 60 (the "Deposit Quantity"). The Deposit Quantity shall be held by GAS ALBERTA to secure the performance by [END USER] of its obligations under this Agreement.

6.5 If at any time, [END USER] fails to perform any of its obligations under Article 4 or Section 6.3, in addition to any other rights available to GAS ALBERTA at law or in equity, GAS ALBERTA shall be entitled to use all or any portion of the Deposit Quantity to satisfy the obligations of [END USER].

6.6 Where GAS ALBERTA uses all or any portion of the Deposit Quantity in accordance with Section 6.5, upon written notice by GAS ALBERTA, [END USER] shall, within 5 days of

such notice, deliver to GAS ALBERTA a quantity of gas equal to the quantity of gas so used in order to replenish the Deposit Quantity.

6.7 If [END USER] fails to deliver a Deposit Quantity in accordance with Section 6.4 or replenish the Deposit Quantity in accordance with Section 6.6, GAS ALBERTA shall be entitled to terminate this Agreement upon 2 days written notice of such termination to [END USER]. The rights granted under this Article 6 shall be in addition to, and not in derogation of, any other rights available to GAS ALBERTA at law or in equity.

6.8 If at the end of the term of this Agreement, [END USER] has performed all of its obligations under Article 4 and Section 6.3, GAS ALBERTA shall return the Deposit Quantity promptly to it.

7.0 RECEIPT AND DELIVERY POINT(S)

The Receipt Point and Delivery Point for a Transaction hereunder shall be as specified on the applicable Schedule "A" for such Transaction.

8.0 TAXES AND ROYALTIES

[END USER] shall pay or cause to be paid all taxes, royalties and other charges which attach to the gas delivered hereunder prior to its delivery to GAS ALBERTA. GAS ALBERTA shall pay or cause to be paid all taxes, assessments and charges which attach to the gas delivered hereunder after its receipt by GAS ALBERTA from [END USER] but prior to its re-delivery to [END USER]. [END USER] shall pay to GAS ALBERTA any GST or any similar tax GAS ALBERTA is obligated or entitled by law to collect from [END USER].

9.0 TITLE

9.1 Ownership of, title to and risk of loss associated with gas received by GAS ALBERTA hereunder shall pass from [END USER] to GAS ALBERTA at the Receipt Point or upon the inventory transfer, as applicable. Ownership of, title to and risk of loss associated with Gas re-delivered by GAS ALBERTA to [END USER] hereunder shall pass from GAS ALBERTA to [END USER] at the Delivery Point.

9.2 [END USER] agrees to indemnify GAS ALBERTA and save it harmless from all damages, costs, losses, liabilities and expenses arising from claims of any or all persons to the gas or to royalties, taxes or other charges thereon, which attach before title passes to GAS ALBERTA or after title passes from GAS ALBERTA. GAS ALBERTA agrees to indemnify [END USER] and save it harmless from all damages, costs, losses, liabilities and expenses arising from or out of claims of any or all persons to the gas or to taxes or other charges thereon, which attach after the gas is received by GAS ALBERTA from [END USER] but before title passes back to [END USER].

10.0 BILLINGS AND PAYMENTS

10.1 GAS ALBERTA shall render to [END USER] on or about the fifteenth (15th) day of each month an invoice setting forth the exchange opening and closing inventories for the preceding month, the quantity of Gas received by GAS ALBERTA from [END USER] and the quantity of Gas delivered by GAS ALBERTA to [END USER] during the preceding month, the Energy Variance, any charges under Section 5.1 and the total amount payable. If actual delivery

information is not available, GAS ALBERTA may submit such invoices based on estimates. [END USER] will pay GAS ALBERTA the total amount stated on such invoice on, or before, the twenty-fifth (25th) day of the month in which the invoice was rendered. If the twenty-fifth (25th) day of the month is a Saturday or a holiday other than Monday, then [END USER] shall pay GAS ALBERTA the invoiced amount on or before the last Business Day immediately before the twenty-fifth (25th) day of the month. If the twenty-fifth (25th) day of the month falls on a Sunday or a Monday holiday, then [END USER] shall pay GAS ALBERTA on the next following Business Day. Payment may be made by cheque or by electronic funds transfer. If any invoice is based on estimates, GAS ALBERTA shall render to [END USER] in a timely fashion, revised invoices based on actual information as it becomes available, with such revisions reflecting the estimated amounts, the actual amounts and the amount then outstanding and payable. Such revised invoices shall be paid within 10 days of the date of receipt of such invoice.

10.2 If [END USER] fails to remit the full amount payable, when due, interest shall accrue on the unpaid portion at an annual rate of interest equal to the prime rate of interest used and announced from time to time by the Bank of Montreal as the reference rate then in effect for determining interest on commercial loans in Canadian dollars, plus 2%, from the date payment was due until the date payment is made. If [END USER] fails to pay the full amount payable by it to GAS ALBERTA when due and such failure is not remedied within five days after such due date, GAS ALBERTA may suspend all receipts of gas from, and deliveries of gas to [END USER], unless [END USER] in good faith disputes the amount payable, and within such period pays to GAS ALBERTA the amount it concedes to be correct. If [END USER], in good faith, disputes the amount of any invoice, [END USER] shall pay to GAS ALBERTA such amount as it concedes to be correct. Such payment shall not be deemed to be a waiver of the right by [END USER] to recoup any overpayment, nor shall acceptance of any payment be deemed a waiver of GAS ALBERTA of any underpayment. If it is ultimately determined that [END USER] owes a disputed amount, [END USER] will pay to GAS ALBERTA that amount with interest at the above interest rate within one Business Day after such determination.

10.3 The parties will have the right, upon reasonable notice and at reasonable times, to examine the books and records of the other party to the extent reasonably necessary to verify the accuracy of any invoice or statement delivered under this Agreement. Any such audit must be commenced within two (2) years of the date of such statement or invoice. Any claims based upon errors disclosed by any such audit must be made within one hundred twenty (120) days of the auditing party's notice of its intention to audit. The audited party shall respond to such claims within sixty (60) days of its receipt of such claims. For purposes of a claim made under this Section, the parties agree that the limitation period of two years provided under the *Limitations Act* (Alberta) shall be extended to one (1) year after the date that such claim was made in writing to the audited party under this Section, and if no audit is conducted, one year after the date that the right to commence an audit has expired in respect of any statement or invoice. Errors in a party's favour will be rectified in full, with interest as calculated above, within thirty (30) days of notice to the other party and substantiation of the inaccuracy. This Section 10.3 shall survive any termination of this Agreement.

11.0 QUALITY, MEASUREMENT, PRESSURE AND TESTING

[END USER] and GAS ALBERTA agree that all gas received or delivered hereunder shall be measured as to volume, quality and heating value by the applicable Transporter at its meter

station at the Receipt Point or Delivery Point, as the case may be, in accordance with such Transporter's tariff or standard operating procedures. GAS ALBERTA and [END USER] agree to accept such measurements for all purposes hereunder. The pressure of Gas received or delivered hereunder at the Receipt Point or the Delivery Point, as the case may be, shall be the pressure required by the applicable Transporter from time to time.

12.0 LAWS

This Agreement shall be interpreted, construed and enforced in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable in Alberta, except any conflict of laws rule which would apply the law of another jurisdiction. The parties hereby attorn to the exclusive jurisdiction of the Courts of Alberta and all Courts of Appeal therefrom for such purposes.

13.0 FORCE MAJEURE:

13.1 If an event specified under Article 13.2 occurs (a "Force Majeure Event") which is not within the control of a party, and which directly causes that party to fail to perform all or part of any obligation under any Transaction designated as firm, such obligation will, to the extent that its performance is prevented by such Force Majeure Event, be suspended for so long as such Force Majeure Event continues to prevent performance, and the non-performance of such obligation to such extent will not constitute a breach or default hereunder. Such a claim also suspends performance of any reciprocal obligation of the other party. Despite the foregoing, any obligation to pay any amount due under this Agreement shall not be suspended and the party claiming Force Majeure ("the Claiming Party") shall not be excused from its responsibility for Imbalance Charges.

- 13.2 (a) In respect to a Transaction where gas is received or delivered by way of a NIT, an event of "Force Majeure" specifically means and is limited to the failure of TCPL to offer a service which allows the transfer by TCPL of inventory on the TCPL system from [END USER]'s TCPL account to GAS ALBERTA's TCPL account.
- (b) In respect to a Transaction where the Receipt Point or Delivery Point is located on the TCPL system, an event of "Force Majeure" specifically means and is limited to an interruption, curtailment or pro-rationing of firm transportation service on such system, as authorized by the published tariff, policies or procedures of such Transporter, and regardless of whether or not the Transporter has issued a formal notice of force majeure.
- (c) An order, directive or restraint issued or imposed by a governmental authority, regulatory body or court having jurisdiction.
- (d) An inability to obtain, or a revocation or adverse amendment of, any license, permit, approval or authorization of any governmental authority or regulatory body having jurisdiction.

13.3 For greater certainty and notwithstanding Article 13.2, a Force Majeure Event shall not include:

- (a) a lack of financial resources or available funds or similar financial predicament (including without limitation any financial predicament because of Gas pricing

matters), or an event, the occurrence or subsistence of which is due to the financial inability of the party seeking to claim such event as a Force Majeure Event to pay any amount which a financially sound entity would be expected to pay; or

- (b) an event, the occurrence or subsistence of which is due to a negligent act or omission, breach of contract, violation of law, violation of the terms of a regulatory approval, or similar wrongful act or omission on the part of the party seeking to claim such event as a Force Majeure Event.

13.4 A party may not rely on the provisions of Article 13.1 unless it shall:

- (a) immediately upon being aware of the occurrence, or the impending occurrence, of the Force Majeure Event, notify the other party orally, followed by notice in writing giving reasonable particulars of such Force Majeure Event and of the obligations expected to be affected thereby; and
- (b) immediately commence and diligently pursue, the taking of all steps which are reasonable in the circumstances to discontinue and minimize the effect of the Force Majeure Event, provided that neither party shall be required by the provisions hereof to settle any strike, lockout, or other labour dispute on terms which it would not otherwise be willing to agree to.

14.0 FAILURE TO PERFORM AND LIQUIDATED DAMAGES

14.1 Where the delivery and receipt obligation is designated as firm, and [END USER] fails to deliver gas to GAS ALBERTA on five (5) consecutive days or for fifteen (15) days, on a cumulative basis, during the Delivery Period, and such failure is for any reason other than Force Majeure, [END USER] shall be in default. If [END USER] is in default under this Section 14.1, GAS ALBERTA shall be entitled to immediately terminate this Agreement upon written notice to [END USER] and [END USER] shall be liable to GAS ALBERTA for liquidated damages as set out below.

14.2 [END USER] shall pay GAS ALBERTA an amount as liquidated damages, equal to:

- (i) any unutilized demand charges associated with firm transportation held by GAS ALBERTA for the benefit of [END USER], during the period of such default; plus
- (ii) for any Transaction where the Delivery Point is not NIT, the cost of replacement gas which GAS ALBERTA, acting in a commercially reasonable manner, must acquire and redeliver to [END USER] at the Delivery Point, plus \$.05/GJ, or
- (iii) for any Transaction where the Delivery Point is NIT, the spot price for that day, expressed in \$/GJ, as quoted in the first edition of the Canadian Gas Price Reporter in the next month, in the table "Canadian domestic gas price report", under the heading "NGX AB-NIT Same Day Index #", in the row for that specific day and under the column "High", plus \$.05/GJ, multiplied by the Daily Exchange Quantity.

14.3 Payment of any liquidated damages by [END USER] to GAS ALBERTA shall be made within ten (10) days of [END USER]'s receipt of the invoice therefor. Any interest charges on late payments shall be determined in accordance with the provisions of Article 10 in this Agreement.

14.4 If any of the following occurs with respect to a party (the "Affected Party"):

- (a) the failure by the Affected Party to make, when due, any payment required under this Agreement if such failure is not remedied within ten (10) days after written notice of such failure is given to the Affected Party; or
- (b) the Affected Party commits an act of bankruptcy as defined in the Bankruptcy and Insolvency Act (Canada); or
- (c) the Affected Party or its assets becomes the subject of any proceeding (whether initiated by such party or another person) under the bankruptcy or insolvency laws, including without limitation, proceedings under the Companies' Creditors' Arrangement Act (Canada); or
- (d) the Affected Party becomes the subject of any proceeding for liquidation, reorganization or winding up (whether initiated by such party or by another person); or
- (e) a receiver or receiver manager of all or any part of the assets of the Affected Party is appointed by any of its creditors or by a court of competent jurisdiction;

the other party shall be entitled to immediately terminate this Agreement upon written notice to the Affected Party.

14.5 The rights granted under this Article shall be in addition to, and not in derogation of, any other rights available to a party at law or in equity.

15.0 REPRESENTATIONS AND WARRANTIES:

Each party represents and warrants that it has full right and authority to enter into this Agreement and that all gas delivered and re-delivered hereunder, respectively, shall be free from all encumbrances and adverse claims.

16.0 MISCELLANEOUS PROVISIONS:

16.1 Neither party shall have the right to assign this Agreement nor any of its rights, benefits or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld.

16.2 No waiver of any right of either party shall be effective unless such waiver shall be in writing. Any waiver so given shall not act, unless expressly so stated, as a waiver of any other or future rights of either party.

16.3 The headings used throughout this Agreement are inserted for reference purposes only, and are not to be considered or taken into account in construing the terms or provisions of any

Article nor to be deemed in any way to qualify, modify or explain the effect of any such provisions or terms.

16.4 All references to currency, unless otherwise specified, are to lawful money of Canada and all payments contemplated hereby shall be in the currency of Canada.

16.5 This Agreement and the Schedule "A" for each Transaction constitutes the entire agreement between the parties respecting the exchange of Gas by GAS ALBERTA and [END USER] with respect to such Transaction and there are no other terms, agreements, representations, conditions or warranties whatsoever, except as set out in this Agreement and the applicable Schedule "A" for such Transaction.

16.6 Except as otherwise provided herein, each written notice, request, demand, Nomination or other communication to be given or made hereunder shall be given by mail, hand delivery or facsimile transmission addressed to:

GAS ALBERTA INC.	
Suite 205, 120 Country Hills Landing N.W. Calgary, Alberta T3K 5P3	
Contracts and Operations Information	EDI Payment Information
Gas Operations Contact: Carlee Nowakowski Phone: (403) 509-2603 Fax: (403) 509-2611	Contact: Amanda Rieth Phone : (403) 509-2605 Financial Institution: Address:
Gas Contracts Contact: Amanda Rieth Phone: (403) 509-2605 Fax: (403) 509-2611	Bank #: Transit #: Account #: GST # 817907093 RT0001

[END USER]	
[END USER ADDRESS]	
Contracts and Operations Information	EDI Payment Information
Gas Operations Contact: Phone: Fax:	Contact: Phone #: Financial Institution: Address:
Gas Contracts Contact: Phone: Fax:	Bank #: Transit #: Account #: GST #:

or to such other addresses as either party may specify in writing.

All such notices, requests, demands or other written communications if personally delivered, shall be deemed to be duly given or made when personally delivered. If any Nomination is made verbally, the party placing such Nomination shall forward a written copy of such verbal Nomination forthwith. A written notice delivered by facsimile transmission shall be deemed to be duly given or made on the Business Day of the date of transmission. A written notice delivered by mail shall be deemed to be duly given or made three (3) days following the date mailed.

16.7 No amendment or variation of this Agreement shall be effective or binding upon the parties unless it is set forth in writing and has been executed by each of the parties by its respective proper representatives in that behalf.

16.8 This Agreement is confidential between both parties, unless express written permission to release information is granted by the other party, or unless information concerning this Agreement is required by any regulatory or adjudicative body having jurisdiction.

16.9 Each party reserves to itself all rights, set-offs, counterclaims and other remedies and/or defenses which such party is or may be entitled to arising from or out of this Agreement.

IN WITNESSETH WHEREOF this Agreement has been properly executed by the parties hereto as of the date first above written.

GAS ALBERTA INC.

[END USER]

Per: _____

Per: _____

Title: _____

Title: _____

This is the signature page to the Natural Gas Exchange Agreement made effective _____, 20__ between GAS ALBERTA INC. and [END USER].



Date: , 20__
File:

SCHEDULE "A"

ATTACHED TO AND FORMING PART OF A NATURAL GAS EXCHANGE AGREEMENT
BETWEEN [END USER] AND GAS ALBERTA INC., DATED _____, 20__

Daily Exchange Quantity:	The volume of gas GAS ALBERTA nominates to receive from [END USER] by NIT pursuant to the application for transportation service between [END USER] and [UTILITY NAME]
Nominated Quantity:	As scheduled from time to time
Delivery and Receipt Obligation:	Firm
Delivery Period:	
Commencement Date: Termination Date:	
Delivery Point	GAS ALBERTA will deliver gas to [END USER] at the TCPL meter station [STATION NO.], [UTILITY NAME]
Receipt Point:	[END USER] will deliver gas to GAS ALBERTA via NIT
Special Terms:	[END USER] shall notify GAS ALBERTA immediately if there is a significant change in the quantity of gas [END USER] intends to use. If either party acting reasonably determines that this Agreement is no longer economic due to a significant change in TCPL tolling methodology, either party may request renegotiation of this arrangement upon 30 days written notice to the other party. Failure to renegotiate shall result in termination effective upon the first day of the calendar month which date is at least 30 days subsequent to the above notice date.

This confirmation shall be deemed accepted unless [END USER] notifies GAS ALBERTA of a discrepancy by the end of the Business Day next following the day on which [END USER] received this Schedule "A".

<p>AGREED TO AND ACCEPTED this _____</p> <p align="center">day of _____, 20__.</p> <p align="center">GAS ALBERTA INC.</p> <p>Per: _____</p> <p>Print: _____</p>	<p>AGREED TO AND ACCEPTED this _____</p> <p align="center">day of _____, 20__.</p> <p align="center">[END USER]</p> <p>Per: _____</p> <p>Print: _____</p>
--	---