

Attachment 2
Tariff Amendments
Clean Version

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TRANSPORTATION ACCESS PROCEDURES

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1. DEFINITIONS

1.1 For the purposes of the Transportation Access Procedures the following terms shall be defined as follows:

- “Accepted Bid” shall be as defined in Subsection 5.4(c).
- “Banking Day” shall mean any day that the Royal Bank of Canada, Main Branch, Calgary, Canada or other financial institutions agreed to by TCPL for payment pursuant to Section XI herein, conducts business.
- “Bid Form” shall mean the DECOS Bid Form, ECOS Bid Form, NCOS Bid Form, LH to SH Conversion ECOS or NCOS Bid Form or LH to SH Conversion DECOS Bid Form, as applicable.
- “CER” shall mean the Commission of the Canada Energy Regulator, or any regulatory or government authority hereafter having a similar jurisdiction in substitution therefor.
- “CER Act” shall mean the Canadian Energy Regulator Act.
- “Concurrent DECOS” shall mean a DECOS held concurrently with an MDS Open Season, pursuant to Subsection 6.1(f).
- “Daily Existing Capacity” shall mean the Existing Capacity not allocated pursuant to Section 4.4 that is made available for the DECOS pursuant to Section 4.6.
- “Date of Commencement” for service shall be as defined in the FT, FT-NR, FT-SN, SNB, STS, STS-L, MFP, EMB or MDS Contracts as the case may be.
- “DECOS” shall be as defined in Subsection 4.6(a).
- “DECOS Bid Form” shall mean the Bid Form and Transportation Contract set out in Appendix “B”.
- “Deposit” shall mean, for the purposes of an ECOS, shall be as determined in Subsection 4.2(f) and for the purposes of an NCOS, shall be as determined in Subsection 5.2(c).
- “ECOS” shall be as defined in Subsection 4.2(a).
- “ECOS Bid Form” shall mean the Bid Form set out in Appendix “A”.

- “Existing Capacity” shall mean all or a portion of System Capacity that is available on System Segments that TCPL determines in its sole discretion to be available for an Open Season.
- “Existing Service Applicant” shall mean a Customer or another party that submits a Bid Form and at the time of submission of such Bid Form is receiving gas transportation service pursuant to a Transportation Service Contract from TCPL.
- “Facilities Application” shall mean an application pursuant to Part 3 of the CER Act for authorization to construct facilities or otherwise obtain New Capacity.
- “Financial Assurances Agreement” shall mean the agreement which sets forth the financial assurances which the Successful Bidder will be required to provide to TCPL prior to TCPL’s execution of the Transportation Contract for service.
- “LH Contracts” shall be as defined in Section 10.2 of the FT Toll Schedule.
- “LH to SH Conversion” shall be as defined in Section 10.2 of the FT Toll Schedule.
- “MDS Bid Form” shall mean the Bid Form set out in Appendix “E”.
- “MDS Capacity” shall mean all or a portion of System Capacity on System Segments that TCPL determines in its sole discretion to be available for an MDS Open Season.
- “MDS End Date” shall mean the date Customer’s MDS Contract ends, as set out in Section 3.1 of Customer’s MDS Contract.
- “MDS Net Benefit Analysis” shall be as defined in Subsection 6.5(a).
- “MDS Open Season” shall be as defined in Subsection 2.1(a) of the MDS Toll Schedule.
- “Minimum Term” shall mean the minimum term of service required by TCPL.
- “NCOS” shall be as defined in Subsection 5.1(a).
- “NCOS Bid Form” shall mean the Bid Form set out in Appendix “A”.
- “NEB” shall mean the National Energy Board or any regulatory or government authority hereafter having a similar jurisdiction in substitution therefor, including the CER.
- “New Capacity” shall be as defined in Subsection 5.1(a).

- “New Service Applicant” shall mean a party that submits a Bid Form and at the time of submission of such Bid Form is not receiving gas transportation service pursuant to a Transportation Service Contract from TCPL.
- “New Service Start Date” shall mean the date the New Capacity may be first offered for service.
- “NOL” shall mean the Northern Ontario Line, which is the area on TCPL’s pipeline system that includes all existing or future Mainline facilities east of Station 41 up to and including the North Bay Junction Delivery Point and includes TCPL’s contractual arrangements on Other Pipelines.
- “Notice” shall mean the notice posted on TCPL’s website, or provided by fax, email or other electronic means.
- “Other Pipelines” shall be as defined in Section I of the General Terms and Conditions.
- “Partial Month” shall be as defined in Subsection 4.2(a).
- “Prairies Line” shall mean the area on TCPL’s pipeline system that includes all existing and future facilities at and east of Empress to and including Station 41 and south to Emerson.
- “Precedent Agreement” shall be as defined in Subsection 5.4(c) (i).
- “Rejected Offer” shall be as defined in Subsection 5.5(a).
- “Return Period” shall be as defined in Subsection 5.4(c).
- “Secondary Delivery” shall have the meaning attributed to it in Section 1 of the General Terms and Conditions.
- “Secondary Delivery Charge” shall have the meaning attributed to it in Subsection 4.1(e) of the MDS Toll Schedule.
- “Secondary Receipt” shall have the meaning attributed to it in Section 1 of the General Terms and Conditions.
- “Secondary Receipt Charge” shall have the meaning attributed to it in Subsection 4.1(e) of the MDS Toll Schedule.
- “Service Applicant” shall mean either a New Service Applicant or an Existing Service Applicant.

- “Service Applicant’s Acceptance” shall be as defined in Subsection 5.4(c).
- “SH Contract” shall be as defined in Section 10.2 of the FT Toll Schedule.
- “Successful Bidder” shall mean a Service Applicant who has been allocated any New Capacity.
- “System Capacity” shall mean TCPL’s pipeline facilities and TCPL’s contractual entitlement on Other Pipelines that TCPL relies on to provide firm service.
- “System Segment” shall mean the segment of the System Capacity, referred to in a Notice, which is defined by reference to the receipt point and the export delivery point or delivery area specified.
- “TAPs” shall mean these Transportation Access Procedures.
- “Tariff” shall mean TCPL’s Transportation Tariff as may be amended or approved from time to time by the CER.
- “TCPL’s Offer” shall be as defined in Subsection 5.4(c) (i).
- “Transportation Contract” shall mean the pro-forma transportation service contract for the Existing Capacity or New Capacity allocated to the Service Applicant, or in the case of SNB a pro-forma SNB service contract.
- “Western Mainline” shall mean the Prairies Line and NOL.

2. PURPOSE

- 2.1 The purpose of the TAPs is to set forth the process by which TCPL shall administer requests for service to ensure fair and equitable treatment to all Service Applicants seeking FT, FT-NR, FT-SN, SNB, STS-L, STS, MFP, EMB and MDS or LH to SH Conversion with TCPL for the transportation of natural gas utilizing TCPL’s System Capacity.

3. APPLICABILITY

- 3.1 TAPs is applicable to all requests for:

- (a) FT, FT-NR, FT-SN, SNB, STS-L, STS, MFP, EMB and MDS transportation services;
- (b) for any increases to the Contract Demand under existing FT, FT-SN, STS-L, STS, MFP and EMB Contracts or Contract Quantity under existing SNB Contracts; and

- (c) LH to SH Conversion

provided however Section 5 shall not be applicable to any request for FT-NR or MFP transportation service.

4. ACCESS TO EXISTING CAPACITY

4.1 Posting of Existing Capacity

If at any time prior to or during an open season, TCPL determines it has Existing Capacity, TCPL may at any time, notify Service Applicants and prospective Service Applicants by posting a Notice of:

- (a) the Existing Capacity for each of the available System Segments;
- (b) the Date of Commencement for such Existing Capacity, provided that TCPL is not obligated to offer a Date of Commencement two (2) or more years from the date of the notice. In the case of MFP, the Date of Commencement shall occur within the MFP Commencement Period;
- (c) the type of service available;
- (d) in the case of FT-NR the term the service will be available for;
- (e) in the case of MFP, the MFP Blocks and System Segments that TCPL determines may be available, if any; and
- (f) the date(s) the ECOS will commence and end.

4.2 The Existing Capacity Open Season

- (a) TCPL shall hold an open season for the Existing Capacity ("ECOS") commencing on or about July 15 in each calendar year (unless it has no Existing Capacity). The ECOS shall be for a period of time determined by TCPL which shall not be less than two (2) full Banking Days after the commencement of such ECOS. TCPL may hold an additional ECOS at any time it determines necessary. Service Applicant may during the ECOS submit by fax or by other electronic means, as determined by TCPL and set out in the ECOS, an ECOS Bid Form for all or a portion of the Existing Capacity for a

minimum term of one (1) year consisting of twelve (12) consecutive months. The date of commencement shall, subject to Section 3.2 of the MFP Toll Schedule and Subsection 10.3(b)(i) of the FT Toll Schedule, be the first day of the month provided however, Service Applicant may specify a date of commencement other than the first day of the month, for the same month in which the Service Applicant submits an ECOS Bid Form ("Partial Month"). The service termination date shall, subject to Subsection 4.2(a)(iii), Section 3.2 of the MFP Toll Schedule and Subsection 10.3(b)(ii) of the FT Toll Schedule, be the last day of the month.

ECOS Bid Forms (except ECOS Bid Forms for MFP service which shall be subject to Section 3.2 of the MFP Toll Schedule) with a term more than twelve (12) consecutive full months or an ECOS Bid Form with a Partial Month with a term more than twelve (12) consecutive full months plus the Partial Month shall be in:

- (i) annual periods of twelve (12) consecutive full months; or
- (ii) consecutive full monthly periods if Service Applicant requests a service termination date of October 31; or
- (iii) in the case of FT-NR service, consecutive full monthly periods if Service Applicant requests a service termination date that is the same date specified by TCPL in the Existing Capacity Notice for FT-NR service or any October 31 prior to the date specified by TCPL in the Existing Capacity Notice for FT-NR service.

TCPL must receive all ECOS Bid Forms before the end of such ECOS.

- (b) Service Applicant shall submit a separate ECOS Bid Form for all or a portion of the Existing Capacity for each System Segment. TCPL shall accept an ECOS Bid Form for the purposes of evaluation and allocation in accordance with Section 4.4 hereof for:
 - (i) capacity from a specified receipt point to a specified delivery point or area within the System Segment;
 - (ii) a different Date of Commencement;
 - (iii) a different type of service;

- (iv) an ECOS Bid Form which is subject to the condition that another specified ECOS Bid Form(s) has been accepted; and/or
 - (v) an ECOS Bid Form for service pursuant to the SNB Toll Schedule.
- (c) If TCPL determines in its sole discretion that an ECOS Bid Form is incomplete or does not conform to the requirements herein, such ECOS Bid Form shall be rejected by TCPL.
- (d) TCPL shall advise Service Applicant whether or not its ECOS Bid Form has been rejected within two (2) Banking Days of its receipt.
- (e) Information on the ECOS Bid Forms will be kept confidential by TCPL, however, TCPL shall provide the information to the CER if required or requested to do so by the CER.
- (f) The Deposit for an ECOS shall be determined as follows, if Service Applicant submits:
 - A. one ECOS Bid Form, the Deposit shall be equal to the lesser of:
 - (i) two (2) months demand charges for the maximum capacity set out on the ECOS Bid Form; or
 - (ii) \$25,000.
 - B. more than one ECOS Bid Form on the same System Segment, the Deposit shall be equal to the lesser of:
 - (iii) two (2) months demand charges for the maximum capacity set out on each ECOS Bid Form; or
 - (iv) \$50,000 for each ECOS Bid Form.

New Service Applicant shall provide to TCPL the applicable Deposit within two (2) Banking Days of the end of the ECOS for each ECOS Bid Form.

- (g) Notwithstanding Subsection 4.2 (e), if any of the ECOS Bid Forms received by TCPL is for service pursuant to the SNB Toll Schedule, TCPL shall notify all Service Applicants within two (2) Banking Days following the end of the ECOS.

4.3 Pricing of Existing Capacity

The toll applicable to the Existing Capacity shall be the toll approved by the CER and set forth in the List of Tolls in the Tariff, or a toll determined by a methodology approved by the CER.

4.4 Allocation of Existing Capacity

- (a) At the close of the ECOS, TCPL shall rank the submitted ECOS Bid Forms and TCPL shall, subject to Subsection 4.4(b), allocate the Existing Capacity among Service Applicants in the following priority:
 - (i) First by the demand toll multiplied by the Contract term for each ECOS Bid Form or combination of ECOS Bid Forms, with the bid(s) yielding the highest overall product having the highest priority;
 - (I) If an ECOS Bid Form is for FT-SN, MFP or EMB Service, the applicable demand toll for the purpose of determining such product shall be the demand toll for FT Service from the receipt point to the delivery point or area each specified in the ECOS Bid Form;
 - (II) If an ECOS Bid Form is for service pursuant to the SNB Toll Schedule then the product of demand toll and Contract term will be adjusted by multiplying such product by the requested maximum capacity and dividing such amount by the actual impact on Posted Capacity as determined by TCPL;
 - (ii) Then by the requested Date of Commencement, with the earliest requested Date of Commencement having the highest priority, provided that TCPL will have no obligation to award any Existing Capacity to an ECOS Bid Form with a service to commence two or more years from the close of the ECOS.
- (b) If two (2) or more ECOS Bid Forms or combinations of ECOS Bid Forms have the same ranking, determined in accordance with Subsection 4.4(a) and the Existing

Capacity is not sufficient to provide service for the quantities requested in those ECOS Bid Forms or combination of ECOS Bid Forms, then the Existing Capacity shall be allocated (rounded to the nearest GJ) on a pro-rata basis based on the maximum capacity requested in each ECOS Bid Form.

- (c) If the pro-rata share of the remaining Existing Capacity allocated to an ECOS Bid Form pursuant to Subsection 4.4(b) is less than the minimum capacity specified in such ECOS Bid Form, that ECOS Bid Form shall be deemed to be rejected by TCPL and the remaining Existing Capacity shall be reallocated under Subsection 4.4(b) excluding such ECOS Bid Form.
- (d) TCPL shall allocate Existing Capacity to the ECOS Bid Forms with the highest rankings until all the ECOS Bid Forms have been processed or until all Existing Capacity has been allocated. If an offer of Existing Capacity is withdrawn, pursuant to Subsection 4.5(d) then this Existing Capacity will be reallocated sequentially to the remaining ECOS Bid Forms according to the procedures in Subsections 4.4(a), (b), and (c).

4.5 Notification to Service Applicants

- (a) TCPL will use reasonable efforts to notify, as soon as possible but in no event longer than two (2) Banking Days after the close of the ECOS, by telephone, fax or otherwise, all Service Applicants who have been allocated any Existing Capacity. Provided however if TCPL receives an ECOS Bid Form for service pursuant to the SNB Toll Schedule, TCPL shall be entitled to notify all Service Applicants within ten (10) Banking Days after the close of the ECOS.
- (b) Service Applicant shall provide TCPL with financial assurances as required by TCPL pursuant to Section XXIII of the General Terms and Conditions of the Tariff, within one (1) Banking Day from the time TCPL sends notice to Service Applicant pursuant to Subsection 4.5(a). Such assurances would cover the transportation agreement resulting from the successful ECOS Bid Form, as well as all other transportation agreements between TCPL and Service Applicant (including those provided in relation to Existing Capacity, and those which were used to backstop TCPL New Capacity expansions.) TCPL may, at any time in its sole discretion, waive the

requirement for Service Applicant to provide financial assurances or extend the period for providing such financial assurances.

- (c) Upon satisfaction of the financial assurances requirements in Subsection 4.5(b), TCPL shall forward to Service Applicant for execution a Transportation Contract. Service Applicant shall, within three (3) Banking Days from the day TCPL sends the Transportation Contract to the Service Applicant, execute and return to TCPL for execution by TCPL, the Transportation Contract.
- (d) If a New Service Applicant does not execute and return to TCPL the Transportation Contract within the three (3) Banking Day period referred to in Subsection 4.5(c), or if a New Service Applicant fails to provide financial assurances as required in Subsection 4.5 (b), the offer to the New Service Applicant for the Existing Capacity allocated to the New Service Applicant shall be withdrawn and TCPL shall keep the Deposit. If the Transportation Contract is signed, then the Deposit will be credited by TCPL to the bill for the first month(s) of service or returned to the New Service Applicant, if requested.
- (e) If an Existing Service Applicant does not execute and return to TCPL the Transportation Contract within the three (3) Banking Days referred to in Subsection 4.5(c), or if an Existing Service Applicant fails to provide financial assurances as required in Subsection 4.5 (b), the offer to the Existing Service Applicant for the Existing Capacity allocated to the Existing Service Applicant shall be withdrawn and TCPL shall add the Deposit amount to Existing Service Applicant's invoice and Existing Service Applicant shall pay TCPL in accordance with Section XI of the General Terms and Conditions of the Tariff.
- (f) TCPL may in its sole discretion extend the three (3) Banking Days referred to in Subsection 4.5(c) for which Service Applicant can execute the Transportation Contract.
- (g) TCPL will return the Deposit provided by an unsuccessful New Service Applicant within five (5) Banking Days from the date the Transportation Contracts are executed for all Existing Capacity for that ECOS.

4.6 Daily Existing Capacity Open Seasons

- (a) TCPL will post on each Banking Day on its website an open season for the Daily Existing Capacity for FT, FT-NR, FT-SN, STS-L, STS, MFP or EMB service ("DECOS"). Provided however, if TCPL gives notice that it will hold either an ECOS pursuant to Section 4.2 hereof or an NCOS pursuant to Section 5.1 hereof, the Daily Existing Capacity made available in the DECOS shall be reduced by capacity TCPL determines in its sole discretion will affect capacity requirements offered in the ECOS and/or NCOS until capacity has been allocated pursuant to such ECOS and/or NCOS as the case may be.
- (b) TCPL shall post the Daily Existing Capacity on its website, including an explanation of why changes are made to the Daily Existing Capacity, by 16:00 hours CCT on each day prior to the day that a DECOS is held. Daily Existing Capacity will be awarded according to DECOS Bid Forms received by 09:00 hours CCT.
- (c) TCPL shall post on its website a summary of all new operating FT, FT-NR, FT-SN, STS-L, STS, MFP or EMB Contracts entered into that reduce the Daily Existing Capacity.
- (d) Service Applicants will bid in a DECOS by submitting a signed DECOS Bid Form, as well as any financial assurances required by TCPL. Service Applicant may bid for all or a portion of the Daily Existing Capacity for a minimum term of one (1) year consisting of twelve (12) consecutive months. The date of commencement shall, subject to Section 3.2 of the MFP Toll Schedule and Subsection 10.3(b)(i) of the FT Toll Schedule, be the first day of the month provided however, Service Applicant may specify a date of commencement other than the first day of the month, for the same month in which the Service Applicant submits a DECOS Bid Form ("Partial Month"). The service termination date shall, subject to Subsection 4.6(d)(iii), Section 3.2 of the MFP Toll Schedule and Subsection 10.3(b)(ii) of the FT Toll Schedule, be the last day of the month.

DECOS Bid Forms (except DECOS Bid Forms for MFP service which shall be subject to Section 3.2 of the MFP Toll Schedule) with a term more than twelve (12) consecutive full months or a DECOS Bid Form with a Partial Month with a term more than twelve (12) consecutive full months plus the Partial Month shall be in:

- (i) annual periods of twelve (12) consecutive months; or
 - (ii) consecutive full monthly periods if Service Applicant requests a service termination date of October 31; or
 - (iii) in the case of FT-NR service, consecutive full monthly periods if Service Applicant requests a service termination date that is the same date specified by TCPL in the posting for Daily Existing Capacity for FT-NR service or any October 31 prior to the date specified by TCPL in the posting for Daily Existing Capacity for FT-NR service.
- (e) Each DECOS Bid Form shall be deemed to be binding on Service Applicant and is irrevocable and cannot be withdrawn or amended by Service Applicant after the close of the DECOS.
- (f) TCPL shall not be obligated to accept any DECOS Bid Form if the Service Applicant has not provided Financial Assurances requested by TCPL on any other transportation agreements between TCPL and that Service Applicant (including those provided from Existing Capacity, and those which were used to backstop TCPL New Capacity expansions).
- (g) TCPL is not obligated to offer a Date of Commencement two (2) or more years from the date posted in the DECOS. In the case of MFP, the Date of Commencement shall occur within the MFP Commencement Period.
- (h) TCPL shall not be obligated to accept any DECOS Bid Form for service to start within five (5) Banking Days of the date on which the DECOS Bid Form is submitted.
- (i) The DECOS Bid Forms will be evaluated according to the criteria as set out in Section 4.4.
- (j) If a DECOS Bid Form is accepted by TCPL, and TCPL allocates capacity pursuant to Section 4.4 and Subsection 4.6(i), the Transportation Contract for the service allocated to the Service Applicant shall be incorporated into and by reference made part of the DECOS Bid Form.

5. ACCESS TO NEW CAPACITY

5.1 The New Capacity Open Season

- (a) When TCPL determines, in its sole discretion, that there is a reasonable expectation of a long term requirement for an expansion of TCPL's System Capacity (the "New Capacity") and that TCPL intends to prepare and to submit to the CER a Facilities Application, TCPL shall place a notice on its website and otherwise notify potential Service Applicants by fax or email that it will hold an open season for New Capacity ("NCOS"). Such notice shall:
 - (i) identify the Minimum Term, which shall be fifteen (15) years from the New Service Start Date, for NCOS bids in support of the Facilities Application;
 - (ii) request that Service Applicants provide to TCPL;
 - A. NCOS Bid Form(s) by the end of the NCOS; and
 - B. By the date referred to in Subsection 5.4(c)(i), all applicable supporting documentation set out in the CER's Filing Manual, determined by TCPL to be necessary for submission to the CER in support of TCPL's Facilities Application and which evidence supports the Service Applicant's need for transportation service in the timeframe contemplated in the Service Applicant's NCOS Bid Form;
 - (iii) identify the New Service Start Date;
 - (iv) identify the dates on which the NCOS will commence and end;
 - (v) indicate the System Segments which are being offered; and
 - (vi) identify any System Segments where TCPL determines in its sole discretion that TCPL may be limited as to the total New Capacity that may be made available and the time such New Capacity may be available.

5.2 Bidding in the New Capacity Open Season

- (a) Service Applicant shall submit a separate NCOS Bid Form, and other documentation as described in Subsection 5.1(a)(ii) for each separate request. TCPL shall accept an NCOS Bid Form and documentation for the purposes of evaluation and allocation in accordance with Section 5.3 hereof for:
 - (i) capacity from a specified receipt point to a specified delivery point or area within the System Segment; or
 - (ii) a different Date of Commencement; or
 - (iii) a different service; or
 - (iv) an NCOS Bid Form which is subject to the condition that another specified NCOS Bid Form(s) has been accepted.

Each NCOS Bid Form once received by TCPL shall be irrevocable.

- (b) TCPL shall not be obligated to accept any Bid Form if Service Applicant has not provided financial assurances requested by TCPL on any other transportation agreements between TCPL and Service Applicant.
- (c) Information on the NCOS Bid Forms and in the supporting documentation provided pursuant to Subsection 5.4(c)(i) will be kept confidential. However, TCPL shall provide the information to the CER if required or requested to do so by the CER, including as needed to support a Facilities Application. Any information submitted by a Service Applicant who has not been allocated New Capacity pursuant to Section 5.3 shall be destroyed by TCPL.
- (d) The Deposit for an NCOS shall be determined as follows, if Service Applicant submits:
 - A. one NCOS Bid Form, the Deposit shall be equal to the lesser of:

- (i) two (2) months demand charges for the maximum capacity set out on the NCOS Bid Form, calculated based on the tolls in place when the NCOS Bid Form was submitted; or
 - (ii) \$50,000.
- B. more than one NCOS Bid Form to the same export delivery point or delivery area, Deposit shall be equal to the lesser of:
 - (iii) two (2) months demand charges for the maximum capacity set out on each NCOS Bid Form; or
 - (iv) \$100,000 for each NCOS Bid Form.

New Service Applicant shall provide to TCPL the applicable Deposit within two (2) Banking Days of the end of the NCOS for each NCOS Bid Form.

5.3 Allocation of Capacity

- (a) At the close of the NCOS TCPL shall rank the accepted NCOS Bid Forms and TCPL shall, subject to Subsection 5.3(b), allocate the New Capacity among Service Applicants in the following priority:
 - (i) First by the demand toll in effect for the service at the time the NCOS closes, multiplied by the Contract term for each NCOS Bid Form or combination of NCOS Bid Forms, with the bid(s) resulting in the highest overall total product having the highest priority;
 - (I) If an NCOS Bid Form is for FT-SN or EMB Service the applicable demand toll for the purpose of determining such product shall be the demand toll for FT Service from the receipt point to the delivery point or area each specified in the NCOS Bid Form;
 - (II) If an NCOS Bid Form is for service pursuant to the SNB Toll Schedule then the product of demand toll and Contract term will be adjusted by multiplying such product by the requested maximum capacity

and dividing such amount by the actual impact on capacity as determined by TCPL;

- (ii) Then by the requested Date of Commencement, with the earliest requested Date of Commencement having the highest priority, provided that such commencement date is not earlier than the New Service Start Date.
- (b) If two (2) or more NCOS Bid Forms or combinations of NCOS Bid Forms have the same ranking, as determined by the procedure set in Subsection 5.3(a) and the New Capacity is not sufficient to provide service for the quantities requested in those NCOS Bid Forms or combination of NCOS Bid Forms, then the New Capacity shall be allocated (rounded to the nearest GJ) on a pro-rata basis based on the maximum capacity requested in each NCOS Bid Form.
- (c) If the pro-rata share of remaining New Capacity allocated to an NCOS Bid Form pursuant to Subsection 5.3(b) is less than the minimum capacity specified in such NCOS Bid Form, that NCOS Bid Form shall be deemed to be rejected by TCPL and the remaining New Capacity shall be reallocated under Subsection 5.3(b) excluding such NCOS Bid Form.
- (d) TCPL shall allocate New Capacity to the NCOS Bid Forms with the highest rankings until all the NCOS Bid Forms have been processed or until all New Capacity has been allocated. If an offer of New Capacity is deemed to be withdrawn or rejected, pursuant to Subsection 5.4(c) or Section 5.5, then this New Capacity will be reallocated sequentially to the remaining NCOS Bid Forms according to the procedures in Subsections 5.3(a), (b), and (c).

5.4 Notification to Service Applicants

- (a) TCPL will use reasonable efforts to notify, as soon as possible but in no event longer than fifteen (15) Banking Days of the close of the Open Season, by telephone, fax or otherwise, all Successful Bidders.
- (b) TCPL shall return the Deposit to each New Service Applicant not offered any New Capacity.

- (c) TCPL shall prepare and forward to each Successful Bidder:
- (i) a binding transportation service precedent agreement for the service requested pursuant to their NCOS Bid Form ("TCPL's Offer"), which precedent agreement shall set forth the terms and conditions, including the conditions precedent, upon which the service is offered to Service Applicant (the "Precedent Agreement"). TCPL's Offer shall be subject to the following condition:

The Successful Bidder has provided the supporting documentation, referred to in Subsection 5.1(a)(ii), to TCPL within five (5) Banking Days (or such longer period agreed to by TCPL) of receipt of the Precedent Agreement and such supporting documentation is complete, conforms to the requirements herein and is in a form satisfactory to TCPL.

If TCPL determines in its sole discretion that the condition is not satisfied, TCPL shall notify in writing the Successful Bidder. The Successful Bidder shall have five (5) Banking Days following receipt of such notification to satisfy the condition, or TCPL's Offer shall be deemed to be withdrawn. TCPL will have the option of allocating any New Capacity arising from withdrawn offers to any accepted NCOS Bid Forms that were not allocated New Capacity, pursuant to Section 5.3; and

- (ii) The Financial Assurances Agreement.

Service Applicant may accept TCPL's Offer by executing and returning the Precedent Agreement, and the Financial Assurances Agreement within thirty (30) calendar Days of Service Applicant's receipt thereof (the "Return Period") and Service Applicant's service request (the "Accepted Bid") shall then be included in support of TCPL's Facilities Application ("Service Applicant's Acceptance"). The Return Period may be extended at TCPL's discretion, if so requested by Service Applicant.

- (d) Upon inclusion of an Accepted Bid in support of TCPL's Facilities Application, Service Applicant shall then be obligated to provide to TCPL any additional information that the CER may require in accordance with CER procedural orders and information requests in respect of TCPL's Facilities Application.

- (e) Upon a New Service Applicant's Acceptance, if TCPL provides service as set out in the Precedent Agreement (as it may be amended), the Deposit will be credited to the New Service Applicant in the first month(s) bill(s) for service, or returned to the New Service Applicant if the New Service Applicant so requests. If TCPL is unable to provide the service as set out in the Precedent Agreement the Deposit will be returned to the New Service Applicant by TCPL.

5.5 Non-Acceptance of Offers

- (a) If Service Applicant does not execute and return both the Precedent Agreement and Financial Assurances Agreement, and such other documents that TCPL determines to be necessary within the Return Period, Service Applicant will have been deemed to have rejected TCPL's Offer (the "Rejected Offer"). In such case for a New Service Applicant, TCPL shall retain the Deposit and will have no obligation to return the Deposit, and for Existing Service Applicant, TCPL shall add the Deposit amount to Existing Service Applicant's invoice and Existing Service Applicants shall pay TCPL in accordance with Section XI of the General Terms and Conditions of the Tariff.
- (b) TCPL will have the option of allocating any New Capacity arising from Rejected Offers to any accepted NCOS Bid Forms that were not allocated New Capacity, pursuant to Section 5.3.

5.6 Inclusion of Existing Capacity

- (a) If TCPL determines in its sole discretion that prior to or during the NCOS Existing Capacity is or becomes available, TCPL shall:
 - (i) include such Existing Capacity in the NCOS; or
 - (ii) change the NCOS to include such Existing Capacity;provided that such change is made no less than five (5) Banking Days prior to the end of an NCOS;
- (b) If TCPL includes such Existing Capacity in a NCOS, Service Applicant can apply for service pursuant to Section 4 or Section 5;

- (c) If TCPL includes such Existing Capacity in the NCOS, TCPL shall allocate such Existing Capacity to all Service Applicants for New Capacity and Existing Capacity pursuant to Section 4.4. If there remain Service Applicants for New Capacity whose requests were not satisfied, or only satisfied in part, such Service Applicants for New Capacity will be allocated New Capacity for such unsatisfied or partially satisfied requests pursuant to Section 5.3; and
- (d) If such Existing Capacity is allocated to New Capacity requests with Dates of Commencement in the future such Existing Capacity shall be made available to Customers, firstly as service under the FT-NR Toll Schedule, and secondly as service under the STFT Toll Schedule, during the period commencing on the date such Existing Capacity is available or becomes available and ending on the day immediately prior to the requested Date(s) of Commencement.

6. ACCESS TO MDS CAPACITY

6.1 Offering of MDS Capacity

- (a) Subject to Subsection 6.1(b), if at any time, TCPL determines in its sole discretion to offer MDS, TCPL will hold an MDS Open Season that specifies:
 - (i) the available receipt point and available delivery point or delivery area;
 - (ii) the MDS Capacity for each available System Segment(s);
 - (iii) the MDS toll;
 - (iv) whether the MDS toll is inclusive of the Abandonment Surcharge, and if so, whether there is an applicable MDS Differential Surcharge;
 - (v) any available Secondary Delivery or Secondary Receipt points;
 - (vi) whether there is any Secondary Delivery Charge or Secondary Receipt Charge associated with any available Secondary Delivery or Secondary Receipt points;
 - (vii) whether the MDS toll is inclusive of the Delivery Pressure Charge;

- (viii) whether term reduction rights are applicable, including the associated increase in the MDS toll if such term reduction rights are exercised;
 - (ix) the available Date(s) of Commencement for such MDS Capacity;
 - (x) the available MDS End Date(s) for such MDS Capacity;
 - (xi) the minimum and maximum MDS Capacity available; and
 - (xii) the dates the MDS Open Season will commence and end.
- (b) MDS may only be offered in an MDS Open Season that closes on or before December 31, 2026.
- (c) The available term for MDS is a minimum of five (5) years and a maximum of twenty-five (25) years, as specified in the MDS Open Season.
- (d) MDS may only be offered with:
 - (i) a receipt point and any applicable Secondary Receipt point(s) on the Western Mainline; and
 - (ii) a delivery point or delivery area and any applicable Secondary Delivery point(s) on the Western Mainline or at Union SWDA, Enbridge SWDA or Dawn Export.
- (e) After an MDS Open Season closes, no other MDS Open Season(s) can be held for at least thirty (30) calendar Days for the same System Segment.
- (f) If TCPL is offering MDS Capacity from Existing Capacity the following applies, and such MDS Capacity will be allocated pursuant to Subsection 6.3(a):
 - (i) TCPL may only offer MDS Capacity up to a maximum quantity that is the lower of:
 - (I) 100 percent of the of Existing Capacity offered through the DECOS for the same System Segment at the end of the day one (1) Banking Day prior to the MDS Open Season; or

- (II) 400 TJ/day.
- (ii) TCPL will hold a DECOS for FT service concurrently with the MDS Open Season ("Concurrent DECOS") with the following quantities to be posted in the Concurrent DECOS as of the first day of the Concurrent DECOS; for clarity, these quantities will be maintained for the duration of the Concurrent DECOS only to the extent these quantities remain unsold through the Concurrent DECOS:
 - (I) If the Existing Capacity offered through the DECOS at the end of the day one (1) Banking Day prior to the MDS Open Season is less than or equal to 75 TJ/d, the Concurrent DECOS will include, on the day of posting, all Existing Capacity; or
 - (II) If the Existing Capacity offered through the DECOS at the end of the day one (1) Banking Day prior to the MDS Open Season is more than 75 TJ/d, the Concurrent DECOS will include a minimum quantity on the day of posting that is the greater of:
 - (a) 75 TJ/d; or
 - (b) 20% of the Existing Capacity offered through the DECOS at the end of the day one (1) Banking Day prior to the MDS Open Season.
- (g) If TCPL is offering MDS Capacity using System Capacity not otherwise available at the time of the MDS Open Season without incurring maintenance expenditures, then the following applies, and such capacity will be allocated pursuant to Subsection 6.3(b):
 - (i) TCPL may offer MDS Capacity up to a maximum quantity of 400 TJ/d; and
 - (ii) FT service must be offered in the MDS Open Season, using a bid form for FT service provided at the time of the MDS Open Season, at a minimum quantity that is the greater of 75 TJ/d or 20% of the offered MDS Capacity.

6.2 The MDS Open Season

- (a) TCPL shall post a Notice to notify Service Applicants and prospective Service Applicants that it will hold an MDS Open Season a minimum of one (1) full Banking Day prior to its commencement. The Notice will not include details of the MDS offering, other than the date the MDS Open Season will commence.
- (b) The MDS Open Season shall be held for a minimum of fourteen (14) calendar Days up to a maximum of twenty-eight (28) calendar Days.
- (c) During the MDS Open Season, Service Applicant may submit by fax or by other electronic means, as determined by TCPL and set out in the MDS Open Season, an MDS Bid Form for all or a portion of the MDS Capacity for the minimum term set out in the Open Season.
- (d) TCPL must receive all MDS Bid Forms prior to the end of the MDS Open Season.
- (e) Service Applicant shall submit a separate MDS Bid Form for all or a portion of the MDS Capacity for each available System Segment. Each MDS Bid Form is binding on Service Applicant and is irrevocable and cannot be withdrawn or amended by Service Applicant after the close of the MDS Open Season. If TCPL determines, in its sole discretion, that an MDS Bid Form is incomplete or does not conform to the requirements herein, such MDS Bid Form shall be rejected by TCPL.
- (f) TCPL shall advise Service Applicant whether or not its MDS Bid Form has been rejected within two (2) Banking Days of its receipt.
- (g) Information on the MDS Bid Forms will be kept confidential by TCPL; however, TCPL shall provide the information to the CER if required or requested to do so by the CER. TCPL will request that the CER take measures to maintain the confidentiality of information provided.

6.3 Allocation of MDS Capacity

- (a) For the purposes of Section 6.4 and when MDS Capacity is offered from Existing Capacity pursuant to Subsection 6.1(f):

- i) TCPL shall rank the submitted MDS Bid Forms and, subject to Subsection 6.3(d), TCPL shall allocate the MDS Capacity among Service Applicants by the demand toll multiplied by the Contract term for each MDS Bid Form, with the bid(s) yielding the highest overall product having the highest priority.
 - ii) At the close of the MDS Open Season, the MDS Capacity available for allocation may be reduced if any or all Existing Capacity offered in the Concurrent DECOS is sold.
- (b) For the purposes of Section 6.4 for when MDS Capacity is offered using System Capacity not otherwise available at the time of the MDS Open Season without incurring maintenance expenditures pursuant to Subsection 6.1(g):
 - i) TCPL shall rank the submitted bids for MDS and FT Service among Service Applicants in the following priority:
 - I) for bid forms for FT service that are up to and including the quantity of FT offered in the MDS Open Season as per Subsection 6.1(g)(ii), capacity will be allocated as FT service pursuant to Section 4.4; and
 - II) for bid forms for FT service not allocated in accordance with (I) and all MDS Bid Forms, TCPL shall at its sole discretion either:
 - i) allocate capacity among Service Applicants for FT service and Service Applicants for MDS as though the bid forms for FT service were MDS Bid Forms by ranking the bid forms for FT service and MDS Bid Forms and, subject to Subsection 6.3(d), allocating capacity by the demand toll multiplied by the Contract term for each bid form for FT Service and each MDS Bid Form, with the bid(s) yielding the highest overall product having the highest priority; or
 - ii) TCPL shall rank the submitted MDS Bid Forms and, subject to Subsection 6.3(d), TCPL shall allocate the MDS Capacity among Service Applicants for MDS by the demand toll multiplied by the

Contract term for each MDS Bid Form, with the bid(s) yielding the highest overall product having the highest priority

- III) TCPL retains the right to allocate capacity to any remaining bid forms for FT service not allocated capacity in accordance with Subsections (I) or (II).
- (c) If two (2) or more MDS Bid Forms have the same ranking, determined in accordance with Subsection 6.3(a) or Subsection 6.3(b), and the MDS Capacity is not sufficient to provide service for the quantities requested in those MDS Bid Forms, then the MDS Capacity shall be allocated (rounded to the nearest GJ) on a pro-rata basis based on the maximum capacity requested in each MDS Bid Form.
- (d) If the pro-rata share of the remaining MDS Capacity allocated to an MDS Bid Form pursuant to Subsection 6.3(c) is less than the minimum capacity specified in such MDS Bid Form, that MDS Bid Form shall be deemed to be rejected by TCPL and the remaining MDS Capacity shall be reallocated under Subsection 6.3(c) excluding such MDS Bid Form.
- (e) TCPL shall allocate MDS Capacity to the MDS Bid Forms with the highest rankings until all the MDS Bid Forms have been processed or until all MDS Capacity has been allocated. If TCPL withdraws the offer pursuant to Subsection 6.3(d), then this MDS Capacity will be reallocated sequentially to the remaining MDS Bid Forms according to the procedures in this Section 6.
- (f) TCPL is not obligated to accept MDS Bid Forms for MDS Capacity offered pursuant to Subsection 6.1(f) or bid forms for FT Service and MDS Bid Forms for capacity offered pursuant to Subsection 6.1(g) if:
 - (i) TCPL's aggregate contract quantity threshold for MDS Capacity acceptable to TCPL, in its sole discretion, is not achieved; or
 - (ii) TCPL, in its sole discretion, determines through its analysis the MDS offering will not achieve a net benefit to the Mainline System.

6.4 Notification to Service Applicants

- (a) TCPL will use reasonable efforts to notify, as soon as possible but in no event longer than fifteen (15) Banking Days after the close of the MDS Open Season, by telephone, fax or otherwise, all Service Applicants who have been allocated MDS Capacity.
- (b) Service Applicant shall provide TCPL with financial assurances as required by TCPL pursuant to Section XXIII of the General Terms and Conditions of the Tariff, within one (1) Banking Day from the time TCPL sends notice to Service Applicant pursuant to Subsection 6.4(a). Such assurances would cover the transportation agreement resulting from the successful MDS Bid Form, as well as all other transportation agreements between TCPL and Service Applicant (including those provided in relation to MDS Capacity, and those which were used to backstop TCPL New Capacity expansions.) TCPL may, at any time in its sole discretion, waive the requirement for Service Applicant to provide financial assurances or extend the period for providing such financial assurances.
- (c) Upon satisfaction of the financial assurances requirements in Subsection 6.4(b), TCPL shall forward to Service Applicant for execution an MDS Contract. Service Applicant shall, within three (3) Banking Days from the day TCPL sends the MDS Contract to the Service Applicant, execute and return to TCPL for execution by TCPL, the MDS Contract.
- (d) If a Service Applicant does not execute and return to TCPL the MDS Contract within the three (3) Banking Days referred to in Subsection 6.4(c), or if a Service Applicant fails to provide financial assurances as required in Subsection 6.4(b), the offer to the Service Applicant for the MDS Capacity allocated to the Service Applicant shall be withdrawn.
- (e) TCPL may, in its sole discretion, extend the three (3) Banking Days referred to in Subsection 6.4(c) for which Service Applicant can execute the MDS Contract.
- (f) For Service Applicants allocated FT capacity pursuant to Subsection 6.3(b), the provisions of Section 4.5 apply.

6.5 Posting of Open Season Results

- a) Within fourteen (14) calendar Days of the execution of all MDS Contracts by Service Applicants pursuant to Subsection 6.4(c), TCPL shall provide Notice of the results of the MDS Open Season for a period of twenty-one (21) calendar Days and will include the following information (“MDS Net Benefit Analysis”):
 - (iii) MDS Capacity awarded;
 - (iv) MDS Contract term(s);
 - (v) MDS toll;
 - (vi) TCPL’s analysis of the net benefits to the Mainline System of the MDS, calculated as the forecast MDS revenues less forecast itemized incremental costs, including incremental fuel, to provide MDS over the term of the MDS Contract(s); and
 - (vii) TCPL’s analysis in support of any arrangement for a contractual entitlement on Other Pipelines required to provide MDS, including a comparative cost analysis in relation to applicable alternatives.
- b) Any party not subject to Section 1.2 of an applicable MDS Contract may raise a complaint with the CER regarding a specific MDS offering.
- c) If no complaint is made to the CER within twenty-one (21) calendar Days of TCPL’s Notice pursuant to Subsection 6.5(a), service pursuant to the MDS Contract may commence.

7. MISCELLANEOUS PROVISIONS

- a) These procedures are subject to the provisions of the CER Act and any other legislation passed in amendment thereof or substitution therefore.
- b) Any upper-cased term not defined herein shall have the meaning attributed thereto in the General Terms & Conditions of the Tariff as amended from time to time.

APPENDIX "A"

ECOS BID FORM OR NCOS BID FORM (excluding MFP and FT-NR)*

System Segment: _____

The Delivery Point: _____ The Receipt Point: _____

Date of Commencement: _____

Service Termination Date/MFP End Date: _____

Maximum Capacity: _____ GJ/Day Minimum Capacity: _____ GJ/Day

Type of Service Requested: FT _____ FT-NR _____ FT-SN _____ SNB _____ STS-L _____ STS-
MFP _____ EMB _____

Allocated Capacity: _____ GJ/Day

Service Applicant _____

Contact: _____

Address: _____

Telephone: _____ Fax: _____ Email: _____

Is this ECOS Bid Form or NCOS Bid Form conditional upon another Bid Form(s)?

Yes ____ **No** ____ If **Yes**, the ECOS Bid Form(s) or NCOS Bid Form(s), upon which this ECOS Bid Form or NCOS Bid Form is conditional must be attached. Indicate number of Bid Forms attached: ____.

The ECOS Bid Form or NCOS Bid Form shall be subject to the General Terms and Conditions, the applicable Toll Schedule and List of Tolls of the Tariff.

Dated this _____ Day of _____, 20 ____.

Service Applicant: _____

Signed: _____

Name: _____

Title: _____

Signed: _____

Name: _____

Title: _____

* New Capacity is not available for service under MFP and FT-NR Transportation Contracts.

APPENDIX "B"

DECOS BID FORM AND TRANSPORTATION CONTRACT

1. Service Applicant submits this DECOS Bid Form for the following transportation service:
 - (a) System Segment: _____
 - (b) Receipt Point: _____
 - (c) Delivery Point: _____
 - (d) Date of Commencement: _____
 - (e) Service Termination Date: _____
 - (f) Number of other Bid Forms this DECOS Bid Form is conditional on: _____
(see attached)
 - (g) Maximum Capacity: _____ GJ/Day
 - (h) Minimum Capacity: _____ GJ/Day
2. TCPL and Service Applicant agree that if TCPL accepts this DECOS Bid Form and allocates capacity to Service Applicant pursuant to Section 4.4 and Subsection 4.6(i) of TCPL's Transportation Access Procedures ("**Allocated Capacity**"), the following shall apply:
 - (a) TCPL's pro forma _____ Transportation Contract as amended or approved from time to time by the CER is incorporated into and shall by reference be made part of this Appendix "B";
 - (b) For the purposes of the applicable Transportation Contract, the following shall apply:
 - (i) For the purposes of Section 2.1, the Contract Demand shall be the Allocated Capacity of _____ GJ/Day;
 - (ii) For the purposes of Section 2.1 and Section 5.1, the service termination date shall be _____;
 - (iii) For the purposes of Section 3.1, the Delivery Point shall be _____;
 - (iv) For the purposes of Section 3.2, the Receipt Point, shall be _____; and
 - (v) For the purposes of Section 6.1, Notices shall be directed to Service Applicant/Customer as follows:

(i) Mailing Address: _____

(ii) Delivery Address: _____

(iii) Nominations: Attention: _____

Fax: _____

Email: _____

(iv) Bills: Attention: _____

Fax: _____

Email: _____

(v) Other Matters: Attention: _____

Fax: _____

Email: _____

Dated this _____ Day of _____, 20_____.

SERVICE APPLICANT/CUSTOMER

TRANSCANADA PIPELINES LIMITED

Signed: _____

Name: _____

Title: _____

Signed: _____

Name: _____

Title: _____

Signed: _____

Name: _____

Title: _____

Signed: _____

Name: _____

Title: _____

APPENDIX "C"

LH TO SH CONVERSION NCOS (excluding FT-NR)* OR ECOS BID FORM

Existing LH Contract Number: _____

Existing LH Contract Delivery Point: _____ Existing LH Contract Receipt Point: _____

Date of Commencement of LH to SH Conversion: _____

(Must comply with Subsection 10.3(b)(i) of the FT Toll Schedule for Existing Capacity and Subsection 10.4(b)(i) of the FT Toll Schedule for New Capacity)

Service Termination Date: _____

(Must comply with Subsection 10.3(b)(ii) of the FT Toll Schedule for Existing Capacity and Subsection 10.4(b)(ii) of the FT Toll Schedule for New Capacity.)

Maximum Capacity to convert: _____ GJ/Day

Minimum Capacity to convert: _____ GJ/Day

Requested SH Contract Receipt Point: _____

(Must be located in the ET as defined in Section 10.2 of the FT Toll Schedule)

SH Contract Delivery Point must be the same as the Existing LH Contract Delivery Point.

Type of Service Requested: FT _____ FT-NR _____ FT-SN _____ EMB _____

Allocated Capacity: _____ GJ/Day

Service Applicant Contact:

Name: _____

Address: _____

Telephone: _____ Fax: _____ Email: _____

Is this Bid Form conditional upon another Bid Form(s)?

Yes ____ **No** ____ If **Yes**, the Bid Form(s), upon which this Bid Form is conditional must be attached.
Indicate number of Bid Forms attached: _____.

The Bid Form shall be subject to the General Terms and Conditions, the applicable Toll Schedule and List of Tolls of the Tariff.

Dated this _____ Day of _____, 20 ____.

Service Applicant: _____

Signed: _____

Name: _____

Title: _____

Signed: _____

Name: _____

Title: _____

* New Capacity is not available for service under FT-NR Transportation Contract

APPENDIX "D"

LH TO SH CONVERSION DECOS BID FORM

Existing LH Contract Number: _____

Existing LH Contract Delivery Point: _____ Existing LH Contract Receipt Point: _____

Date of Commencement of LH to SH Conversion: _____
(Must comply with Subsection 10.3(b)(i) of the FT Toll Schedule)

Service Termination Date: _____
(Must comply with Subsection 10.3(b)(ii) of the FT Toll Schedule)

Maximum Capacity to convert: _____ GJ/Day

Minimum Capacity to convert: _____ GJ/Day

Requested SH Contract Receipt Point: _____
(Must be located in the ET as defined in Section 10.2 of the FT Toll Schedule)

SH Contract Delivery Point must be the same as the Existing LH Contract Delivery Point.

Type of Service Requested: FT _____ FT-NR _____ FT-SN _____ EMB _____

Allocated Capacity: _____ GJ/Day

Service Applicant Contact:

Name: _____

Address: _____

Telephone: _____ Fax: _____ Email: _____

Is this Bid Form conditional upon another Bid Form(s)? **Yes** ____ **No** ____ If **Yes**, the Daily Existing Capacity Open Season Bid Form(s), upon which this Daily Existing Capacity Open Season Bid Form is conditional must be attached. Indicate number of Daily Existing Capacity Open Season Bid Forms attached: _____.

Service Applicant agrees that:

3. This Bid Form once received by TCPL shall be irrevocable and cannot be withdrawn or amended by Service Applicant unless such Daily Existing Capacity Open Season Bid Form is subject to the condition that another Daily Existing Capacity Open Season Bid Form as set out in the Daily Existing Capacity Open Season Bid Form has been accepted and shall be subject to the General Terms and Conditions, the applicable Toll Schedule and List of Tolls of the Tariff; and
4. Service Applicant shall execute the SH Contract within one (1) Banking Day from the day TCPL provides such SH Contract.

Dated this _____ Day of _____, 20____.

Service Applicant: _____

Signed: _____

Name: _____

Title: _____

Signed: _____

Name: _____

Title: _____

APPENDIX "E"

MDS BID FORM

Dates of Open Season: _____

Receipt Point: _____ Delivery Point: _____

Requested MDS Date of Commencement: _____

Requested MDS End Date: _____

Minimum Requested Capacity: _____ GJ/Day Maximum Requested Capacity: _____ GJ/Day

Allocated Capacity: _____ GJ/Day (to be completed by TCPL)

Service Applicant: _____

Contact: _____

Address: _____

Telephone: _____

Fax: _____

Email: _____

Is this Bid Form conditional upon another Bid Form(s)? **Yes** ____ **No** ____

If Yes, the Bid Form(s), upon which this Bid Form is conditional must be attached.

Indicate number of Bid Forms attached: _____

This MDS Bid Form is binding and irrevocable on the Service Applicant and cannot be withdrawn or amended by Service Applicant after the close of the MDS Open Season. Any modification to this MDS Bid Form, other than to fill applicable blanks, may be considered a non-acceptable bid condition and result in the rejection of this MDS Bid Form.

If this MDS Bid Form is accepted by TCPL and capacity is allocated to the Service Applicant, the Service Applicant shall, within _____ (__) Days of receiving the MDS Contract, execute the MDS Contract and return it to TCPL.

Upon execution of the MDS Contract, the terms and conditions therein shall supersede this Bid Form.

Dated this ____ Day of _____, 20____.

Service Applicant Legal Name: _____

Signed: _____

Name: _____

Title: _____

Signed: _____

Name: _____

Title: _____

PROCEDURE FOR ADDING RECEIPT AND DELIVERY POINTS

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1. PURPOSE

- 1.1 The purpose of this procedure (the “Procedure”) for adding receipt and delivery points (the “Receipt and/or Delivery Point”) is to describe:
- (a) the information TCPL requires;
 - (b) the considerations for adding a Receipt and/or Delivery Point; and
 - (c) the expected timeframe required to evaluate and respond to a request for a Receipt and/or Delivery Point.

2. APPLICABILITY

- 2.1 This Procedure is applicable to requests for the addition of Receipt and/or Delivery Points on the TCPL Mainline System and on interconnecting pipeline systems on which TCPL has contractual entitlement to transport gas.

3. INFORMATION REQUIRED

- 3.1 The following information is required by TCPL, to determine if a Receipt and/or Delivery Point should be added:
- (a) location and designation (receipt and/or delivery) of the Receipt and/or Delivery Point(s);
 - (b) rationale for the creation/designation of the Receipt and/or Delivery Point(s);
 - (c) commencement date for use of the proposed Receipt and/or Delivery Point(s);
 - (d) anticipated service type to/from the Receipt and/or Delivery Point(s);
 - (e) anticipated contract quantities, contract utilization and flow pattern to and from the point(s) over a ten (10) year period, provided however if construction of facilities is not required the party making the request may, subject to Subsection 3.1(i), choose not to provide such information;

- (f) a description of the Receipt and/or Delivery Point(s) after the proposed changes are implemented including but not limited to:
 - (i) future use of the Receipt and/or Delivery Point(s);
 - (ii) potential future re-designation of the Receipt and/or Delivery Point(s); and
 - (iii) future changes to the source of supply of the Receipt and/or Delivery Point(s);
- (g) gas quality at the proposed Receipt Point(s) which shall include at a minimum:
 - (i) gross heating value;
 - (ii) constituent gas components and concentrations or expected range of such gas components and concentrations (gas composition); and
 - (iii) any objectionable material;
- (h) any other information the party requesting the Receipt and/or Delivery Point determines relevant for TCPL's analysis; and
- (i) a written explanation by the party requesting the Receipt and/or Delivery Point of why any of the above required information need not be provided.

4. EVALUATION CONSIDERATIONS

4.1 The following shall be considered by TCPL when determining whether to add a Receipt and/or Delivery Point:

- (a) **Toll impacts:** Conduct a toll impact analysis;
- (b) **Operational and System Design impacts:** Identify and assess any operational and system design impacts in addition to administrative and/or operating complexity;
- (c) **Contractual impacts:** Identify and assess all necessary:

- (i) amendments to existing Transportation Service Contracts with Customers in addition to any new Transportation Service Contracts required; and
- (ii) amendments to existing contracts with other parties in addition to any new contracts required;

and TCPL determines that there is a reasonable likelihood that all such amendments and new contracts will be executed on commercially reasonable terms;

- (d) **Transportation by Others (TBO) contracts:** Identify and assess all necessary changes to existing TBO contracts in addition to any new TBO contracts required and TCPL determines that there is a reasonable likelihood that all such amendments and new contracts will be executed on commercially reasonable terms; and
- (e) **Other relevant considerations:** Identify and assess any other considerations, including those proposed by the party requesting the Receipt and/or Delivery Point.

5. NOTIFICATION

5.1 TCPL will notify in writing the party requesting the Receipt and/or Delivery Point of its decision within 90 days from the later of:

- (a) the date TCPL receives such written request; and
- (b) the date the party requesting the Receipt and/or Delivery Point confirms in writing that there is no further information to be provided pursuant to Section 3.1.

5.2 If TCPL has decided to grant the request to add the Receipt and/or Delivery Point, but the contracts and/or amendments referred to in Subsections 4.1(c) and (d) will not be executed within the 90 day assessment period referred to in Section 5.1, then TCPL will notify the party requesting the Receipt and/or Delivery Point, in writing, of a decision subject to the condition that such contracts shall be executed and, forthwith thereafter, inform Customers (by means of TCPL's website) and Tolls Task Force (TTF) members (at their e-mail addresses provided to TCPL) of such decision. The Receipt and/or Delivery Point will not be added until such condition has been satisfied.

5.3 If TCPL grants the request for the Receipt and/or Delivery Point and:

- (a) construction of facilities is not required;
- (b) CER approval is not required; and
- (c) TCPL has obtained executed contracts and/or any amendments it determines necessary;

then TCPL will:

- i) provide its decision, in writing, to the party requesting the Receipt and/or Delivery Point, and, forthwith thereafter, inform Customers (by means of TCPL's website) and TTF members (at their e-mail addresses provided to TCPL) of such decision; and
- ii) add the Receipt and/or Delivery Point within 31 days from the date the decision to approve such point has been communicated to the party requesting the Receipt and/or Delivery point.

5.4 TCPL will provide, in writing, to the party requesting the Receipt and/or Delivery Point, and, forthwith thereafter, to Customers (by means of TCPL's website) and to TTF members (at their e-mail addresses provided to TCPL), its best estimate for the in-service date of such point if:

- (a) construction of facilities is required; and/or
- (b) CER approval is required for the Receipt and/or Delivery Point; and/or
- (c) TCPL has not obtained executed contracts and/or any amendments it determines necessary.

5.5 Prior to making the Receipt and/or Delivery Point available for service, TCPL will post notice thereof on its website.

6. MISCELLANEOUS PROVISIONS

6.1 The General Terms and Conditions and the List of Tolls of the Tariff, as amended from time to time, are applicable to this Procedure and are hereby made a part hereof. If there is any

conflict between the provisions of this Procedure and the General Terms and Conditions, the provisions of this Procedure shall prevail.

- 6.2 This Procedure is subject to the provisions of the CER Act and any other legislation passed in amendment thereof or substitution therefor.
- 6.3 Any upper-cased term not defined herein shall have the meaning attributed thereto in the General Terms & Conditions of the Tariff as amended from time to time.

FIRM TRANSPORTATION SERVICE

FT TOLL SCHEDULE

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1. AVAILABILITY

1.1 Any Customer shall be eligible to receive service pursuant to this Toll Schedule provided that Customer:

- (a) has entered into a Firm Transportation Service Contract ("FT Contract" or "Contract") with TCPL having a minimum term of one (1) year; or has obtained an Order of the CER, pursuant to Subsection 239(2) of the CER Act as amended from time to time ("239(2) Order"), requiring TCPL to transport gas for Customer subject to the provisions of this Toll Schedule and to the terms and conditions contained in the 239(2) Order;
- (b) has pipeline facilities interconnecting with TCPL's facilities at the delivery point(s) specified in the Contract, or which has provided TCPL with adequate assurances that arrangements have been made to have an authorized gas distribution or transmission company act as Customer's agent in receiving from TCPL the gas to be delivered pursuant to this Toll Schedule; and
- (c) has provided TCPL with financial assurances as required by TCPL pursuant to Section XXIII of the General Terms and Conditions referred to in Section 11 hereof.

1.2 Facilities Construction Policy

In order to provide service pursuant to this Toll Schedule, TCPL utilizes capacity available from its own gas transmission system and from its firm transportation service entitlement on Other Pipelines (the "Combined Capacity"). If a request for service pursuant to this Toll Schedule (the "Requested Service") requires an increase to the Combined Capacity, TCPL is prepared to use all reasonable efforts to enable it to increase the Combined Capacity to the extent necessary provided that:

- (a) there is reasonable expectation of a long term requirement for the increase in the Combined Capacity;
- (b) the Contract term shall be a minimum term of fifteen (15) years from the New Service Start Date as defined in Section 1.1 of TAPs;

- (c) the CER approves the additional facilities and/or transportation services necessary to increase the Combined Capacity; and
- (d) the availability provisions of Section 1.1 hereof are satisfied with respect to the Requested Service.

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 On each day during the term of the Contract Customer shall be entitled to request service hereunder. Nominations for service shall be made pursuant to Section XXII of the General Terms and Conditions. Service hereunder shall not be subject to curtailment or interruption except as provided in Section XI, XIV, and XV of the General Terms and Conditions; PROVIDED HOWEVER, that if Customer fails to provide on an ongoing and timely basis to TCPL satisfactory evidence of its right to remove from the province of production all or any part of the quantities of gas to be transported by TCPL under the Contract, Customer shall be in default hereunder (the "Default") to the extent of the daily quantity not authorized for removal from the province of production as aforesaid (the "Default Quantity"), and TCPL shall be entitled to immediately suspend service for a quantity up to, and including, the Default Quantity until such time as Customer remedies the Default. TCPL shall terminate any such suspension and resume service as to that part of the Default Quantity in respect of which the Default has been remedied.

3. MONTHLY BILL

- 3.1 The monthly bill payable to TCPL for service hereunder shall include the aggregate of the demand charge in effect during the billing month for transportation service, the Abandonment Charge and, where applicable, the demand charge for delivery pressure service and the Union Dawn Receipt Point Surcharge and shall be calculated by applying, as follows, the applicable tolls as approved by the CER (as set forth in the List of Tolls referred to in Section 11 hereof):

(a) **Demand Charge**

For each month, the demand charge for transportation service shall be equal to the applicable Monthly Demand Toll multiplied by Customer's Contract Demand. If Customer's Contract Demand changes during a month, then a weighted average

daily Contract Demand shall be determined for such month and shall be used to calculate the demand charge for such month. The said demand charge is payable by Customer notwithstanding any failure by Customer during such month, for any reason whatsoever including force majeure or a default by Customer under Section 2.1 hereof, to deliver Customer's Authorized Quantity to TCPL at the receipt point.

(b) Delivery Pressure Service

For each month, the demand charge for delivery pressure service at each delivery point at which a toll for delivery pressure has been set shall be equal to the applicable Delivery Pressure Monthly Demand Toll multiplied by Customer's Contract Demand in effect at each such delivery point. If Customer's Contract Demand changes during a month, then a weighted average daily Contract Demand shall be determined for such month and shall be used to calculate the demand charge for such month. The said demand charge is payable by Customer notwithstanding any failure by Customer during such month, for any reason whatsoever including force majeure or a default by Customer under Section 2.1 hereof, to deliver Customer's Authorized Quantity to TCPL at the receipt point.

(c) Union Dawn Receipt Point Surcharge

Each month, Customer shall pay the Union Dawn Receipt Point Surcharge for service from the Union Dawn receipt point notwithstanding any failure by Customer during such month, for any reason whatsoever including force majeure or a default by Customer under Section 2.1 hereof, to deliver Customer's Authorized Quantity to TCPL at the Union Dawn receipt point.

(d) Fuel

For each month, a Customer shall provide, on a daily basis, a quantity of fuel in accordance with Subsection IV (1)(a) of the General Terms and Conditions.

(e) **Abandonment Charge**

Each month, Customer shall pay to TCPL an Abandonment Charge determined by multiplying Customer's Contract Demand by the applicable Monthly Abandonment Surcharge. If Customer's Contract Demand changes during a month, then a weighted average daily Contract Demand shall be determined for such month and shall be used to calculate the Abandonment Charge for such month. The Abandonment Charge is payable by Customer notwithstanding any failure by Customer during such month, for any reason whatsoever including force majeure or a default by Customer under Section 2.1 hereof, to deliver Customer's Authorized Quantity to TCPL at the receipt point.

4. MINIMUM BILL

- 4.1 The minimum monthly bill for service hereunder shall be the sum of the charges determined in Subsections 3.1 (a), 3.1 (e) and (if applicable) Subsections 3.1 (b) and 3.1 (c) hereof, after giving effect to any adjustment pursuant to Section 5 hereof.

5. DEMAND CHARGE ADJUSTMENTS

- 5.1 If during any day, TCPL fails to deliver the quantity of gas requested by Customer up to the Contract Demand, for any reason related solely to TCPL's operations, including an event of force majeure occurring on any of the pipeline systems of TCPL and Other Pipelines, then the monthly demand charge shall be reduced by an amount equal to the applicable Daily Demand Toll multiplied by the difference between the quantity of gas which TCPL actually delivered to Customer on such day, and the quantity of gas which such Customer in good faith nominated hereunder on such day. If TCPL refuses to accept deliveries of Customer's gas or curtails receipts from or deliveries to Customer pursuant to Paragraph 8 (Energy Imbalance Recovery) of Section XXII of the General Terms and Conditions, then there shall be no corresponding reduction in the monthly demand charge to Customer.
- Notwithstanding the foregoing, if the quantity of gas which TCPL fails to deliver is the subject of an accepted nomination for a Diversion and/or an Alternate Receipt, then TCPL shall only be obligated to reduce the monthly demand charge if such Diversion is a Diversion and/or such Alternate Receipt is of the nature described in Subsection (e)(ii) in Section XV of

the General Terms and Conditions and in all other cases there shall be no reduction in the monthly demand charge.

- 5.2 For any day on which transportation service charges are adjusted pursuant to Section 5.1 above, the delivery pressure charge, the Union Dawn Receipt Point Surcharge and the Abandonment Charge payable by Customer pursuant to Subsections 3.1 (b), 3.1(c) and 3.1(e) hereof shall also be adjusted.

The delivery pressure charge shall be reduced by an amount equal to the applicable Delivery Pressure Daily Demand Toll multiplied by the difference between the quantity of gas which TCPL actually delivered to Customer on such day and the quantity which such Customer in good faith nominated for delivery on such day.

The Union Dawn Receipt Point Surcharge shall be reduced by an amount equal to the applicable Union Dawn Receipt Point Daily Demand Toll multiplied by the difference between the quantity of gas which TCPL actually transported from the Union Dawn receipt point on such day and the quantity which such Customer in good faith nominated for transport on such day.

The Abandonment Charge shall be reduced by an amount equal to the applicable Daily Abandonment Surcharge multiplied by the difference between the quantity of gas which TCPL actually delivered to Customer on such day, and the quantity of gas which such Customer in good faith nominated for delivery on such day.

6. ALTERNATE RECEIPT AND DIVERSION OF GAS

- 6.1 (a) TCPL will post on its website the eligible Alternate Receipt and/or Diversion point(s) or delivery area(s) for System Segments, which may be updated from time to time for new receipt and delivery point combinations.
- (b) Subject to the provisions herein, Customer shall have the right to nominate an Alternate Receipt and/or a Diversion from/to points or delivery areas posted pursuant to Subsection 6.1(a) in the manner provided herein.
- (c) The aggregate of all nominations for delivery hereunder shall not exceed the Contract Demand under Customer's Contract.

- (d) Customer shall not be entitled to nominate a Diversion to a delivery point or delivery area which is upstream of the receipt point specified in Customer's Contract or upstream of the Alternate Receipt point.
 - (e) Customer shall not be entitled to nominate an Alternate Receipt from a receipt point that is upstream of the receipt point specified in Customer's Contract or is downstream of the delivery point or delivery area specified in Customer's Contract.
 - (f) For the purpose of Section XVI of the General Terms and Conditions, Alternate Receipts and Diversions shall be equivalent to service under an STS Contract.
- 6.2 Any nomination by Customer for an Alternate Receipt and/or a Diversion under Customer's Contract must be received by TCPL's Gas Control Department at the time specified pursuant to Section XXII of the General Terms and Conditions.
- 6.3 TCPL shall have the right to not accept a nomination made pursuant to Section 6.2 hereof or to accept only a portion of the quantities so nominated if the Alternate Receipt and/or the Diversion nominated would negatively impact TCPL's ability to provide those transportation services which, pursuant to Section XV of the General Terms and Conditions, have a priority of service which is higher than that of the Alternate Receipt and/or the Diversion nominated by Customer or if such Alternate Receipt and /or Diversion would otherwise be immediately curtailed pursuant to Paragraph (c) of Section XV of the General Terms and Conditions. TCPL shall have the right to curtail Alternate Receipts, and/or Diversions in accordance with Section XV of the General Terms and Conditions.
- 6.4. **Alternate Receipt and Diversions Return Home**
- In the event that TCPL does not accept a nomination for an Alternate Receipt and/or a Diversion pursuant to Sections 6.2 and 6.3 hereof, or accepts only a portion of the quantity so nominated, then TCPL shall exercise reasonable efforts to allow Customer to re-nominate the receipt point and/or delivery point or delivery area specified in Customer's Contract. TCPL shall have the right to reject any such re-nomination, or to accept only a portion of the quantity so re-nominated, if the re-nomination would negatively impact any other authorized transportation service. In any event, Customer shall pay the Daily Demand Toll based on the receipt point and delivery point or area specified in Customer's Contract for

the entire quantity set out in an Alternate Receipt and/or Diversion nomination which was rejected by TCPL pursuant to Section 6.3 hereof.

- (a) In addition to the charges payable pursuant to Subsections 3.1(a) and (d) above, Customer shall pay TCPL for all Alternate Receipts and Diversions, a charge equal to the aggregate of:
 - (i) the product obtained by multiplying the amount, if any, by which the Daily Demand Toll, applicable from the Alternate Receipt point to the delivery point or area specified in Customer's Contract, exceeds the applicable Daily Demand Toll from the receipt point to the delivery point or area which are specified in Customer's Contract, by Customer's Authorized Quantity, and
 - (ii) the product obtained by multiplying the amount, if any, by which the Daily Demand Toll, applicable from the receipt point specified in the Customer's Contract to the Diversion point, exceeds the applicable Daily Demand Toll from the receipt point to the delivery point or area which are specified in the Customer's Contract, by Customer's Authorized Quantity.
- (b) If the gas is diverted hereunder to a delivery point at which a delivery pressure charge has been approved by the CER and no delivery pressure charge exists for the delivery point specified in Customer's Contract, then Customer shall pay TCPL, in addition to the charges provided above, an amount equal to the applicable Delivery Pressure Toll multiplied by Customer's total Diversion quantity at such delivery point for such month (a "Point Diversion Delivery Pressure Charge"). If a delivery pressure charge exists at the delivery point specified in Customer's Contract, then Customer shall pay TCPL, in addition to the delivery pressure charge described in Subsection 3.1(b) above, an amount (a "Point Diversion Delivery Charge") equal to the product obtained by multiplying Customer's total Diversion quantity at the delivery point which is the subject of the Diversion multiplied by that amount, if any, by which the Delivery Pressure Toll at the delivery point which is the subject of the Diversion exceeds the delivery pressure toll at the delivery point specified in Customer's Contract.

The total delivery pressure charge for Diversion quantities shall be the sum of the Point Diversion Delivery Pressure Charges at all applicable delivery points plus the delivery pressure charge, if any, payable pursuant to Subsection 3.1(b) above.

- (c) If Customer nominates Union Dawn receipt point as an Alternate Receipt point, then Customer shall pay to TCPL, in addition to any other applicable charges, the Union Dawn Receipt Point Surcharge for service from the Union Dawn receipt point.
- (d) In addition to the charges payable pursuant to Subsection 3.1(e), Customer shall pay to TCPL for all Alternate Receipts and Diversions, a charge equal to the aggregate of:
 - (i) the product obtained by multiplying the amount, if any, by which the Daily Abandonment Surcharge, applicable from the Alternate Receipt point to the delivery point or area specified in Customer's Contract, exceeds the applicable Daily Abandonment Surcharge from the receipt point to the delivery point or area which are specified in Customer's Contract, by Customer's Authorized Quantity; and
 - (ii) the product obtained by multiplying the amount, if any, by which the Daily Abandonment Surcharge, applicable from the receipt point specified in the Customer's Contract to the Diversion point, exceeds the applicable Daily Abandonment Surcharge from the receipt point to the delivery point or area which are specified in the Customer's Contract, by Customer's Authorized Quantity.

7. ASSIGNMENT

- 7.1 Any company which shall succeed by purchase, merger or consolidation to the properties, substantially or in entirety, of Customer or of TCPL, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under any Contract into which this Toll Schedule is incorporated and any related contracts. Further, either Customer or TCPL may, without relieving itself of its obligations under any Contract into which this Toll Schedule is incorporated (unless consented to by the other party which consent shall not be unreasonably withheld), assign any of its rights and obligations thereunder to another party. Nothing herein shall in any way prevent either party to such

Contract from pledging or mortgaging its rights thereunder as security for its indebtedness. Such Contract shall be binding upon and shall inure to the benefit of the respective successors and assigns of the parties thereto. No assignment hereunder in respect of a service which has already resulted in a reduction of the affected distributor's Contract Demand shall entitle such distributor to any further reduction in its Contract Demand.

- 7.2 Assignments at a discount negotiated between assignors and assignees are permitted, provided that the approved toll continues to be paid to TCPL.
- 7.3 Prior to the effective date of any assignment of any Contract subject to Subsection XXIII(3)(b) of the General Terms and Conditions of the Tariff, assignee shall as requested by TCPL, execute an assignment of any related Financial Assurances Agreements (as defined in Subsection 5.4(c)(ii) of the Transportation Access Procedures) or execute a new Financial Assurances Agreement.
- 7.4 Save as herein provided, assignments of any Contracts into which this Toll Schedule is incorporated are expressly prohibited.

8. RENEWAL RIGHTS

- 8.1 Subject to Sections 8.4 and 8.5 and pursuant to any Contract into which this FT Toll Schedule is incorporated and which Contract has been determined by TCPL to be serving a long term market, and subject to the following conditions, Customer shall have the option (the "Renewal Option") of extending the existing term (the "Existing Term") of the Contract for a period of either (the "Renewal Term"): i) one or more annual periods ending on the same calendar date as the expiry of the Existing Term; or ii) if Customer requests a service termination date of October 31, one or more annual periods of twelve (12) consecutive full months plus the number of consecutive days necessary to extend the Existing Term to the requested October 31. Customer shall also have the option of revising the Contract Demand to a level no greater than the Contract Demand set out in the Contract (the "Renewal CD"). The Renewal Option and the Renewal CD shall be subject to the following conditions:
- (a) TCPL receives written notice from Customer of Customer's election to exercise the Renewal Option which sets out the term and Contract Demand of such renewal (the

"Renewal Provisions") no less than twenty-four (24) consecutive months before the termination date which would otherwise prevail under the Contract; and

Temporary Subsection 8.1(a):

Until October 31, 2026, subsection 8.1(a) above will temporarily be suspended and will be replaced with the following subsection 8.1(a):

- (a) TCPL receives written notice from Customer of Customer's election to exercise the Renewal Option which sets out the term and Contract Demand of such renewal (the "Renewal Provisions") no less than twelve (12) consecutive months before the termination date which would otherwise prevail under the Contract; and

For clarity, this paragraph 8.1(a) is only applicable to Customer's Contract for which the ability to exercise the Renewal Option has not previously expired prior to the effective date of this temporary subsection as a result of the application of Section 8.1 and Section 8.5.

- (b) Customer supplies TCPL at the time of such notice with evidence satisfactory to TCPL that Customer will meet the availability provisions of the FT Toll Schedule in respect of the Renewal Provisions prior to the commencement of the Renewal Term.

TCPL may accept late notice of Customer's election to exercise the Renewal Option if TCPL, in its sole discretion, determines that TCPL will have the required capacity available after providing capacity for all of TCPL's obligations pursuant to prior outstanding requests from Customer and/or others, that such renewal will not adversely impact TCPL's system operations and that all of the costs for providing this service will be covered by TCPL's tolls. Contracts may be revised as of the effective renewal date to adhere to the then current Pro Forma Firm Transportation Service Contract.

Customer may exercise the Renewal Option more than one time provided that the conditions found in this Section 8.1 and in Section 8.2 hereof are met upon each and every exercise of the Renewal Option.

8.2 Provided TCPL has either received timely notice as provided in Subsection 8.1(a) above from Customer of Customer's election to exercise the Renewal Option, or accepted late notice from Customer of its election to exercise the Renewal Option, and provided that Customer has met the availability provisions of the FT Toll Schedule in respect of the Renewal Provisions, the Contract shall be amended as follows:

- (a) the Contract Demand set out in the Contract shall be revised to the level specified in the Renewal Provisions, effective as of the commencement of the Renewal Term;
and
- (b) the term of the Contract shall be extended to that specified in the Renewal Provisions, effective as of the expiry of the Existing Term.

8.3 All renewals shall be stated in GJ.

8.4 If at any time TCPL determines, acting reasonably, that:

- (a) new or additional pipeline facilities are required to increase the Combined Capacity or capabilities of the system ("Expansion Facilities"); and
- (b) the estimated cost of such Expansion Facilities will exceed \$20 million;

TCPL will provide notice of a term-up requirement ("Term-up Notice") to Customer if TCPL determines Customer's Contract may impact the design of the Expansion Facilities.

8.5 Upon receipt of the Term-up Notice Customer may elect, within sixty (60) days of receipt of the Term-up Notice, to extend the Existing Term of the Contract for all or a portion of the Contract Demand for an additional period such that the new service termination date of the Contract shall be no less than five (5) years after the expected New Service Start Date (as defined in Section 1.1 of TAPs) of the Expansion Facilities. If a Customer does not elect to extend its Existing Term within such sixty (60) day period, the Customer shall no longer be entitled to renew the Contract pursuant to Section 8.1 and the Contract shall expire at the end of the Existing Term.

9. TEMPORARY RECEIPT AND/OR DELIVERY POINT(S)

- 9.1 Upon receipt of a written request from Customer, TCPL may, in its sole discretion, allow Customer to temporarily change the receipt and/or delivery point(s) under a Contract. Such a temporary change in receipt and/or delivery point(s), once authorized by TCPL, shall apply for a minimum duration of three (3) months and shall not exceed the remaining term of the Contract.
- 9.2 Customer's limited entitlement to obtain temporary receipt and/or delivery point(s) may apply to the full Contract Demand specified in the Contract, or any portion thereof.
- 9.3 For transportation service from a temporary receipt point and/or to a temporary delivery point, Customer shall pay the following:
- (a) the greater of each of the Monthly Demand Toll and the Monthly Abandonment Surcharge, that apply from the:
 - (i) original receipt point to the original delivery point specified in the Contract;
 - (ii) original receipt point to the temporary delivery point;
 - (iii) temporary receipt point to the original delivery point; or
 - (iv) temporary receipt point to the temporary delivery point;as the case may be.
 - (b) the greater of the Delivery Pressure Monthly Demand Toll applicable to the original delivery point specified in the Contract and the Delivery Pressure Monthly Demand Toll which applies to the temporary delivery point, plus any fuel related to the delivery pressure; and
 - (c) the Union Dawn Receipt Point Monthly Surcharge, provided however:
 - (i) if Customer temporarily changes all or a portion of its Contract Demand from the Union Dawn receipt point to any other Receipt Point, the Contract Demand for the purposes of determining the Union Dawn Receipt Point

Surcharge shall be Customer's original Contract Demand at the Union Dawn receipt point notwithstanding any temporary changes of all or a portion of such Contract Demand to any other Receipt Point; and

- (ii) if Customer temporarily changes all or a portion of its Contract Demand from a receipt point other than the Union Dawn receipt point to the Union Dawn receipt point, the Contract Demand for the purposes of determining the Union Dawn Receipt Point Surcharge shall be the portion of such Contract Demand temporarily changed to the Union Dawn receipt point.

- 9.4 The Demand charges set out in Subsections 9.3 a), b) and c) above are payable by Customer notwithstanding any failure by Customer during such month, for any reason whatsoever, including force majeure or a default by Customer under Section 2.1 hereof, to deliver Customer's Receipt Gas to TCPL at the temporary receipt point.
- 9.5 Customer shall pay for or provide, on a daily basis, a quantity of fuel based on the applicable monthly fuel ratio established by TCPL for transportation for the quantity of gas delivered after giving effect to the temporary receipt and/or delivery point(s).
- 9.6 Upon acceptance by TCPL of Customer's request for a temporary receipt or delivery point, transportation service hereunder shall be firm in accordance with Section 2.1 of this FT Toll Schedule.
- 9.7 If Customer executes an Exhibit "B" to any STS-L Contract, Customer shall not be entitled to change any receipt and/or delivery points pursuant to this Section 9 for any of the Linked FT Contracts during the Linked Term both set out in such Exhibit "B".

10. CONVERSION RIGHTS

- 10.1 Customer may convert all or a portion of its service pursuant to an FT Contract to:
- (a) service pursuant to an FT-SN Contract provided that:
 - (i) Customer submits a written request to TCPL for conversion of a specified FT Contract;

- (ii) all the availability conditions set out in Section 1 of the FT-SN Toll Schedule have been satisfied; and
 - (iii) TCPL determines, in its sole discretion, it is able to accommodate the conversion to FT-SN with consideration for any operational matters including, but not limited to, flow control valves, meter capacity, changes in delivery patterns and transient effects.
- (b) service pursuant to a MFP Contract provided that:
 - (i) Customer submits a written request during the MFP Bid Period (as defined in the MFP Toll Schedule) to TCPL for conversion to a MFP Block and System Segment;
 - (ii) all the availability conditions set out in Section 2.1 of the MFP Toll Schedule have been satisfied;
 - (iii) Customer requests conversion for the same receipt and delivery points specified in such FT Contract;
 - (iv) Customer's MFP Contract term meets the conditions set out in Section 3.2 of the MFP Toll Schedule; and
 - (v) If at the time of conversion the term of the applicable MFP Contract will expire prior to the term of the Customer's FT Contract, upon expiry of the MFP Contract, the service shall continue under the FT Contract.
- (c) service pursuant to an EMB Contract provided that:
 - (i) Customer submits a written request to TCPL for conversion of a specified FT Contract;
 - (ii) the receipt and delivery points specified in the EMB Contract are eligible receipt and delivery points for EMB service and are the same receipt and delivery points specified in the FT Contract;

(iii) all the availability conditions set out in Section 1 of the EMB Toll Schedule have been satisfied; and

(iv) TCPL determines it is able to accommodate the conversion to EMB Service.

10.2 Subject to Sections 10.3 and 10.4 hereof and Sections 4 and 5 of TAPs, a Customer may convert all or a portion of its Contract Demand from a Long Haul Contract to a Short Haul Contract ("LH to SH Conversion"). For the purpose of Sections 10.2, 10.3 and 10.4 hereof:

"Long Haul Contract" shall mean FT Contracts on the System from receipt points at Empress and in Saskatchewan, with deliveries east of Station 41;

"Short Haul Contract" shall mean FT, FT-SN, FT-NR, and EMB Contracts on the System from receipt points in the Eastern Triangle to any delivery point on the System; and

"Eastern Triangle" or "ET" shall mean the area on the System that includes all existing or future System facilities including and east of the St. Clair and North Bay Junction receipt points and including TCPL's contractual entitlement on Other Pipelines that TCPL relies on to provide firm service for the ET.

10.3 LH to SH Conversion for existing capacity is subject to the following:

(a) TCPL has posted existing capacity pursuant to Section 4 of TAPs;

(b) the term of the SH Contract shall be a minimum of one (1) year provided however:

(i) the date of commencement shall be the first day of a month and shall not commence prior to thirty (30) days after the close of the applicable open season; and

(ii) the service termination date shall be on the last day of a month and shall not expire prior to the service termination date of the LH Contract;

(c) the delivery point for the SH Contract and the LH Contract shall be the same; and

(d) all the availability conditions set out in Section 1 of applicable Toll Schedule for the SH Contract have been satisfied.

10.4 LH to SH Conversion for new capacity is subject to the following:

- (a) If no existing capacity is available and Customer requires a LH to SH Conversion, Customer shall provide TCPL at least three (3) years prior written notice from the requested conversion date. If TCPL determines any Expansion Facilities are necessary for such LH to SH Conversion TCPL will post a new capacity open season pursuant to Section 5 of TAPs;
- (b) the term of the SH Contract shall be a minimum term of fifteen (15) years provided however:
 - (i) the date of commencement shall be the New Service Start Date (as defined in Section 1.1 of TAPs) of the Expansion Facilities; and
 - (ii) the service termination date shall be on the last day of a month and shall not expire prior to the service termination date of the LH Contract;
- (c) the delivery point for the SH Contract and the LH Contract shall be the same; and
- (d) all the availability conditions set out in Section 1 of applicable Toll Schedule for the SH Contract have been satisfied.

11. MISCELLANEOUS PROVISIONS

- 11.1 The General Terms and Conditions and the List of Tolls of the Tariff, as amended from time to time, are applicable to this Toll Schedule and are hereby made a part hereof. If there is any conflict between the provisions of this Toll Schedule and the General Terms and Conditions, the provisions of this Toll Schedule shall prevail.
- 11.2 This Toll Schedule, the List of Tolls and the General Terms and Conditions are subject to the provisions of the CER Act or any other legislation passed in amendment thereof or substitution therefor.
- 11.3 This Toll Schedule together with the provisions of the General Terms and Conditions supercedes and replaces all previous Toll Schedules applicable to the Contract.

STORAGE TRANSPORTATION SERVICE

STS TOLL SCHEDULE

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1. AVAILABILITY

1.1 Any Customer shall be eligible to receive service pursuant to this Storage Transportation Service ("STS") Toll Schedule, provided such Customer:

- (a) has entered into a Firm Transportation Service Contract(s) (the "FT Contract(s)") or a Multi-Year Fixed Price Service Contract(s) (the "MFP Contract(s)") with TCPL with a receipt point at Empress, Alberta or in the province of Saskatchewan and such FT Contracts or MFP Contracts have been identified in Customer's STS Contract;
- (b) has entered into a STS Contract having a minimum term of one (1) year with TCPL incorporating this Toll Schedule and providing for transportation service between the delivery point in the FT Contract(s) or MFP Contract(s) (the "Market Point") and the Storage Injection Point(s), and between the Storage Withdrawal Point and the Market Point;
- (c) has not executed a STS-L Contract with the same Market Point as specified in the STS Contract;
- (d) has its own gas storage facilities, or has entered into a gas storage contract with any company having gas storage facilities which are connected by gas transmission pipeline facilities to TCPL's gas transmission system at the Storage Injection Point(s) and the Storage Withdrawal Point located downstream of the Alberta/Saskatchewan border;
- (e) has entered into a gas transportation contract(s) with the company(ies) operating gas transmission pipeline facilities connecting the gas storage facilities with TCPL's gas transmission system at the Storage Injection Point(s) and Storage Withdrawal Point (the "other Transporters"); and
- (f) has provided TCPL with financial assurances as required by TCPL pursuant to Section XXIII of the General Terms and Conditions referred to in Section 7 hereof.

1.2 Facilities Construction Policy

In order to provide service pursuant to this STS Toll Schedule, TCPL utilizes capacity available from its own gas transmission system and from its firm transportation service entitlement on Other Pipelines (the "Combined Capacity"). If a request for service pursuant to this STS Toll Schedule (the "Requested Service") requires an increase to the Combined Capacity, TCPL is prepared to use all reasonable efforts to enable it to increase the Combined Capacity to the extent necessary provided that:

- (a) there is reasonable expectation of a long term requirement for the increase in the Combined Capacity;
- (b) the Contract term shall be a minimum term fifteen (15) years from the New Service Start Date as defined in Section 1.1 of TAPs;
- (c) the CER approves the additional facilities and/or transportation services necessary to increase the Combined Capacity; and
- (d) the availability provisions of Section 1.1 hereof are satisfied with respect to the Requested Service.

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 On each day during the term of the STS Contract, Customer shall be entitled to request service hereunder by placing a nomination with TCPL. Nominations shall be made pursuant to Section XXII of the General Terms and Conditions referred to in Section 7 hereof. Service hereunder shall not be subject to curtailment or interruption except as provided in Section 2.3 hereof and in Sections XI, XIV, and XV of the General Terms and Conditions.

Subject to the foregoing, TCPL shall provide firm transportation service hereunder consistent with the provisions of the General Terms and Conditions; PROVIDED HOWEVER, that

- (a) deliveries hereunder by TCPL to Customer on any day at the Storage Injection Point(s) shall not exceed the difference between the total of the Contract Demands under the FT Contracts or MFP Contracts and the total quantities delivered on such

day to Customer under the FT Contracts or the MFP Contracts at the Market Point;
and

- (b) if there is more than one Storage Injection Point under Customer's STS Contract and these Storage Injection Points are also included under any other Customer's STS and/or STS-L Contracts, deliveries on any day to Customer at each such Storage Injection Point shall be Customer's pro rata share of the total STS and STS-L deliveries at each such Storage Injection Point for all STS and STS-L Customers on such day determined on the basis of the fraction which Customer's STS nomination bears to the total of the STS and STS-L nominations of all STS and STS-L Customers, unless TCPL, Customer and all the other STS and STS-L Customers at each such Storage Injection Point otherwise agree.

2.2 For the purpose of the application of the provisions of Sections II, III, and IV of the General Terms and Conditions to service hereunder:

- (a) when Customer requests transportation service hereunder for delivery at the Storage Injection Point(s), the terms "delivery point", "receipt point", and "Customer's Authorized Quantity" in TCPL's General Terms & Conditions shall mean herein, respectively, the 'Storage Injection Point(s)', 'the Market Point', and 'the quantity of gas which Customer requests and TCPL has agreed to deliver to the Storage Injection Point(s) subject to Section 2.1 hereof (the "Daily Injection Quantity")';
- (b) when Customer requests transportation service hereunder from the Storage Withdrawal Point to the Market Point, the terms "delivery point", "receipt point", and "Customer's Authorized Quantity" in the General Terms and Conditions shall mean, respectively, 'the Market Point', 'the Storage Withdrawal Point', and 'the quantity of gas which Customer shall cause to be delivered by the other Transporter to TCPL at the Storage Withdrawal Point (the "Daily Withdrawal Quantity")'; and
- (c) if the STS Contract specifies a Storage Withdrawal Point located upstream of the Market Point, the STS Contract shall set out a Contract Demand in respect of transportation from the upstream Storage Withdrawal Point to the Market Point or; if the STS Contract specifies Storage Injection Point(s) located downstream of the

Market Point, the STS Contract shall set out a Contract Demand in respect of transportation from the Market Point to the downstream Storage Injection Point(s).

TCPL shall not be obligated to transport, on any day, a quantity of gas under the STS Contract in excess of the applicable Contract Demand.

- 2.3 Deliveries requested by Customer hereunder in excess of Customer's Contract Demand under the STS Contract shall only be made by TCPL on a best efforts basis and TCPL, in its sole discretion, may curtail or interrupt these excess deliveries and the corresponding Customer's Authorized Quantities at any time.
- 2.4 Notwithstanding any other provision hereof, the Daily Injection Quantity shall be deemed to be delivered on such day at the Market Point, and Customer shall pay for such quantities pursuant to the FT Contracts or the MFP Contracts. Such payment shall be in addition to all payments hereunder.

3. MONTHLY BILL

- 3.1 The monthly bill payable by Customer to TCPL for service hereunder shall include the aggregate of the demand charge for transportation service, the Abandonment Charge plus, where applicable, a delivery pressure charge, the Union Dawn Receipt Point Surcharge, an overrun charge, and an excess withdrawal charge in effect during the billing month and shall be calculated by applying the applicable tolls as approved by the CER (as set forth in the List of Tolls referred to in Section 7 hereof), as follows:

(a) **Demand Charge**

For each month of a Contract Year, the demand charge for transportation service hereunder shall be equal to the applicable Monthly Demand Toll multiplied by Customer's Contract Demand. The said demand charge is payable by Customer notwithstanding any failure by Customer during such month, for any reason whatsoever, including an event of force majeure, to receive or deliver Customer's full Contract Demand.

(b) Delivery Pressure Charge

A delivery pressure charge shall be due if a portion or all of Customer's Daily Injection Quantity or Daily Withdrawal Quantity for such month was delivered at any point(s) having a delivery pressure charge for deliveries thereto. The monthly delivery pressure charge at each such point having a delivery pressure charge shall be the product of the applicable Delivery Pressure Toll (expressed in \$/GJ) and the total of such quantities delivered at that point during such month. The total monthly delivery pressure charge shall be the sum of the monthly delivery pressure charges at all applicable points.

(c) Union Dawn Receipt Point Surcharge

Each month, Customer shall pay the Union Dawn Receipt Point Surcharge for service from the Union Dawn receipt point.

(d) Overrun Charge

For excess deliveries made pursuant to Section 2.3 hereof, Customer shall pay to TCPL the sum of:

- (i) a charge determined by multiplying the applicable Daily Demand Toll by the total of such excess deliveries for such month; and
- (ii) an Abandonment Charge determined by multiplying the applicable Daily Abandonment Surcharge by the total of such excess deliveries for such month.

(e) Excess Withdrawal Charge

- (i) The "Daily Excess Withdrawal Quantity" shall mean, for any Day, the quantity by which Customer's cumulative Daily Withdrawal Quantity, determined from the Date of Commencement (as defined in the STS Contract) exceeds the sum of the cumulative Daily Injection Quantity from the Date of Commencement, the cumulative Daily STFT Quantity from the Date of Commencement, the cumulative Daily IT Quantity from the Date of

Commencement, and the cumulative Daily Diversion Quantity from the Date of Commencement, provided however:

- a. for STS Contracts entered into before January 1, 2005, the cumulative Daily Withdrawal Quantity, the cumulative Daily Injection Quantity, the cumulative Daily STFT Quantity, the cumulative Daily IT Quantity, and the cumulative Daily Diversion Quantity shall each be deemed to be zero GJ effective April 1, 2003, April 1, 2004, or April 1, 2005 as elected in writing by Customer to TCPL. Customer shall have deemed to have elected April 1, 2003 if TCPL has not received such election by May 1, 2005; and
- b. Customer's cumulative Daily Withdrawal Quantity shall not include any Daily Excess Withdrawal Quantities from any previous day.

Where:

"Daily STFT Quantity" shall mean the quantity of gas that is delivered each Day by the STS Customer pursuant to such Customer's STFT Contract from the Market Point to the Storage Injection Point;

"Daily IT Quantity" shall mean the quantity of gas that is delivered each Day by the STS Customer pursuant to such Customer's IT Contract from the Market Point to the Storage Injection Point; and

"Daily Diversion Quantity" shall mean diversion to the Storage Injection Point by Customer pursuant to FT Contracts or the MFP Contracts and diversion by Customer pursuant to any other Firm Transportation Service Contracts having a receipt point that is Empress or a receipt point in the province of Saskatchewan and have a delivery point which is the same as the Market Point in the Customer's STS Contract.

On any Day, the sum of the Daily STFT Quantity and the Daily IT Quantity shall not exceed the Customer's pro-rata share of the total Contract Demand, on that Day, of FT Contracts or the MFP Contracts that:

- a) are not identified in any STS or STS-L Contract;
- b) have a receipt point that is Empress or a receipt point in the province of Saskatchewan; and
- c) have a delivery point which is the same as the Market Point in the Customer's STS Contract

The pro-rata share shall be based on Customer's STS Contract Demand at that Market Point, relative to the total STS and STS-L Contract Demand applicable to that Market Point.

- (ii) For each month Customer shall pay to TCPL an excess withdrawal charge as follows:
 - a) If the STS Contract specifies a Storage Withdrawal Point located downstream of the Market Point, the excess withdrawal charge shall be:
 - the total Daily Excess Withdrawal Quantity for such month; multiplied by
 - 1.25 x the Daily Demand Toll for FT service from the Storage Withdrawal Point to the Market Point; or
 - b) If the STS Contract specifies a Storage Withdrawal Point located upstream of the Market Point, the excess withdrawal charge shall be:
 - total Daily Excess Withdrawal Quantity for such month; multiplied by
 - the difference between 1.25 x the Daily Demand Toll for FT service from the Storage Withdrawal Point to the Market Point and the STS Toll.

(f) **Fuel**

For each month, a Customer shall provide, on a daily basis, a quantity of fuel in accordance with Section IV of the General Terms and Conditions.

(g) **Abandonment Charge**

Each month, Customer shall pay to TCPL an Abandonment Charge determined by multiplying Customer's Contract Demand by the applicable Monthly Abandonment Surcharge. The Abandonment Charge is payable by Customer notwithstanding any failure by Customer during such month, for any reason whatsoever, including an event of force majeure, to receive or deliver Customer's full Contract Demand.

4. MINIMUM BILL

- 4.1 The minimum monthly bill for service hereunder shall be the sum of the charges determined in Subsections 3.1(a), 3.1(g) and, if applicable, Subsections 3.1(b) and 3.1(c).

5. RENEWAL RIGHTS

- 5.1 Subject to Sections 5.3 and 5.4 and pursuant to any Contract into which this STS Toll Schedule is incorporated and which Contract has been determined by TCPL to be serving a long term market, and subject to the following conditions, Customer shall have the option (the "Renewal Option") of extending the existing term (the "Existing Term") of the Contract for a period of either (the "Renewal Term"): i) one or more annual periods ending on the same calendar date as the expiry of the Existing Term; or ii) if Customer requests a service termination date of October 31, one or more annual periods of twelve (12) consecutive full months plus the number of consecutive days necessary to extend the Existing Term to the requested October 31. Customer shall also have the option of revising the Contract Demand to a level no greater than the Contract Demand set out in the Contract (the "Renewal CD"). The Renewal Option and the Renewal CD shall be subject to the following conditions:

- (a) TCPL receives written notice from Customer of Customer's election to exercise the Renewal Option which sets out the term and Contract Demand of such renewal (the "Renewal Provisions" no less than twenty-four (24) consecutive months before the termination date which would otherwise prevail under the Contract; and

Temporary Subsection 5.1(a):

Until October 31, 2026, subsection 5.1(a) above will temporarily be suspended and will be replaced with the following subsection 5.1(a):

- (a) TCPL receives written notice from Customer of Customer's election to exercise the Renewal Option which sets out the term and Contract Demand of such renewal (the "Renewal Provisions") no less than twelve (12) consecutive months before the termination date which would otherwise prevail under the Contract; and

For clarity, this paragraph 5.1(a) is only applicable to Customer's Contract for which the ability to exercise the Renewal Option has not previously expired prior to the effective date of this temporary subsection as a result of the application of Section 5.1 and Section 5.4.

- (b) Customer supplies TCPL at the time of such notice with evidence satisfactory to TCPL that Customer will meet the availability provisions of the STS Toll Schedule in respect of the Renewal Provisions prior to the commencement of the Renewal Term.

TCPL may accept late notice of Customer's election to exercise the Renewal Option if TCPL, in its sole discretion, determines that TCPL will have the required capacity available after providing capacity for all of TCPL's obligations pursuant to prior outstanding requests from Customer and/or others, that such renewals will not adversely impact TCPL's system operations and that all of the costs for providing this service will be covered by TCPL's tolls. Contracts may be revised as of the effective renewal date to adhere to the then contract Pro Forma Storage Transportation Service Contract.

Customer may exercise the Renewal Option more than one time provided that the conditions found in this Section 5.1 and in Section 5.2 hereof are met upon each and every exercise of the Renewal Option.

- 5.2 Provided TCPL has either received timely notice as provided in Section 5.1(a) above from Customer of Customer's election to exercise the Renewal Option, or accepted late notice

from Customer of its election to exercise the Renewal Option, and provided that Customer has met the availability provisions of the STS Toll Schedule in respect of the Renewal Provision, the Contract shall be amended as follows:

- (a) the Contract Demand set out in the Contract shall be revised to the level specified in the Renewal Provisions, effective as of the commencement of the Renewal Term; and
- (b) the term of the contract shall be extended to that specified in the Renewal Provision, effective as of the expiry of the Existing Term.

5.3 If at any time TCPL determines, acting reasonably, that:

- (a) new or additional pipeline facilities are required to increase the Combined Capacity or capabilities of the system ("Expansion Facilities"); and
- (b) the estimated cost of such Expansion Facilities will exceed \$20 million;

TCPL will provide notice of a term-up requirement ("Term-up Notice") to Customer if TCPL determines Customer's Contract may impact the design of the Expansion Facilities.

5.4 Upon receipt of the Term-up Notice Customer may elect, within sixty (60) days of receipt of the Term-up Notice, to extend the Existing Term of the Contract for all or a portion of the Contract Demand for an additional period such that the new service termination date of the Contract shall be no less than five (5) years after the expected New Service Start Date (as defined in Section 1.1 of TAPs) of the Expansion Facilities. If a Customer does not elect to extend its Existing Term within such sixty (60) day period, the Customer shall no longer be entitled to renew the Contract pursuant to Section 5.1 and the Contract shall expire at the end of the Existing Term.

6. CONVERSION RIGHTS

6.1 Customer shall have the right to convert all but not a portion of Customer's STS Contracts that have the same Market Point to service pursuant to an STS-L Contract provided that TCPL has determined that the following conditions have been satisfied:

- (a) Customer shall provide TCPL with at least 60 days of written notice prior to the requested conversion date, which shall be the first day of a calendar month;

- (b) Customer shall execute an STS-L Contract and the Customer's STS Contract shall terminate on the Date of Commencement of the STS-L Contract;
 - (c) the aggregate Contract Demand, Storage Injection Point(s), Storage Withdrawal Point, and Market Point specified in Customer's STS-L Contract shall be the same as those specified in the Customer's STS Contract(s);
 - (d) Customer's aggregate cumulative Daily Injection Quantity plus cumulative Daily Diversion Quantity, cumulative Daily STFT Quantity, cumulative Daily IT Quantity, cumulative Daily Withdrawal Quantity, and the aggregate Daily Excess Withdrawal Quantity pursuant to the STS Contract(s), each determined in accordance with Subsection 3.1(e), shall be deemed to be, respectively, the cumulative Daily Injection Quantity, cumulative Daily STFT Quantity, cumulative Daily IT Quantity, cumulative Daily Withdrawal Quantity, and aggregate Daily Excess Withdrawal Quantity under the STS-L Contract.
- 6.2 Customer shall have the right to convert all or a portion of Customer's Daily Withdrawal Quantity specified in Customer's STS Contract to EMB Service provided that;
- (a) Customer submits a written request to TCPL for such conversion;
 - (b) the applicable Storage Withdrawal Point and Market Point specified in Customer's STS Contract shall be the receipt and delivery point specified under the EMB Contract, respectively, and such points are eligible receipt and delivery points for EMB Service;
 - (c) all the availability conditions set out in Section 1 of the EMB Toll Schedule have been satisfied;
 - (d) TCPL determines it is able to accommodate the conversion to EMB Service;
 - (e) If Customer's STS Contract specifies a Storage Withdrawal Point located downstream of the Market Point, the Daily Withdrawal Quantity specified in such STS Contract shall be reduced by an amount equal to the Daily Withdrawal Quantity converted to EMB Service provided however, Customer's STS Daily Injection Quantity and Contract Demand shall not be reduced as a result of such conversion; and

- (f) If Customer's STS Contract specifies a Storage Withdrawal Point located upstream of the Market Point, then the Daily Withdrawal Quantity, Daily Injection Quantity and Contract Demand specified in such STS Contract shall be reduced by an amount equal to the Daily Withdrawal Quantity converted to EMB service.

7. DEMAND CHARGE ADJUSTMENTS

- 7.1 If during any Day, TCPL fails to deliver the quantity of gas requested by Customer up to the applicable Contract Demand, for any reason related solely to TCPL's operations, including an event of force majeure occurring on any of the pipeline systems of TCPL and Other Pipelines, then the monthly demand charge shall be reduced by an amount equal to the applicable Daily Demand Toll multiplied by the difference between the quantity of gas which TCPL actually delivered to Customer on such Day, and the quantity of gas which such Customer in good faith nominated hereunder on such Day. If TCPL refuses to accept deliveries of Customer's gas or curtails receipts from or deliveries to Customer pursuant to Paragraph 8 (Energy Imbalance Recovery) of Section XXII of the General Terms and Conditions, then there shall be no corresponding reduction in the monthly demand charge to Customer. Provided however:
- a) If the Market Point is downstream of the Storage Injection Point, and if on such Day Customer's Cumulative Storage Balance is not greater than zero, or if such Day is within the summer period, then the reduction in the monthly demand charge for such Day shall be zero; and
 - b) If the Market Point is upstream of the Storage Injection Point, and if such Day is within the winter period, then the reduction in the monthly demand charge for such Day shall be zero.
- 7.2 For any day on which transportation service charges are adjusted pursuant to Section 7.1, the delivery pressure charge, the Union Dawn Receipt Point Surcharge and the Abandonment Charge payable by Customer pursuant to Subsections 3.1(b), 3.1(c) and 3.1(g) hereof shall also be adjusted.

The delivery pressure charge shall be reduced by an amount equal to the applicable Delivery Pressure Daily Demand Toll multiplied by the difference between the quantity of gas which

TCPL actually delivered to Customer on such day and the quantity which such Customer in good faith nominated for delivery on such day.

The Union Dawn Receipt Point Surcharge shall be reduced by an amount equal to the applicable Union Dawn Receipt Point Daily Demand Toll multiplied by the difference between the quantity of gas which TCPL actually transported from the Union Dawn receipt point on such day and the quantity which such Customer in good faith nominated for transport on such day.

The Abandonment Charge shall be reduced by an amount equal to the applicable Daily Abandonment Surcharge multiplied by the difference between the quantity of gas which TCPL actually delivered to Customer on such Day, and the quantity of gas which such Customer in good faith nominated for delivery on such Day.

8. MISCELLANEOUS PROVISIONS

- 8.1 The General Terms and Conditions and the List of Tolls of the Tariff as amended from time to time are applicable to this Toll Schedule and are hereby made a part hereof. If there is any conflict between the provisions of this Toll Schedule and the General Terms and Conditions, the provisions of this Toll Schedule shall prevail.
- 8.2 This Toll Schedule the List of Tolls and the General Terms and Conditions are subject to the provisions of the CER Act or any other legislation passed in amendment thereof or substitution therefor.

STORAGE TRANSPORTATION SERVICE-LINKED

STS-L TOLL SCHEDULE

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1. AVAILABILITY

1.1 Any Customer shall be eligible to receive service pursuant to this Storage Transportation Service-Linked ("STS-L") Toll Schedule, provided such Customer:

- (a) has entered into a STS-L Contract having a minimum term of one (1) year with TCPL incorporating this STS-L Toll Schedule and providing for transportation service between the Market Point and the Storage Injection Point(s) and for transportation service between the Storage Withdrawal Point and the Market Point;
- (b) has not executed a STS Contract with the same Market Point as specified in the STS-L Contract;
- (c) has its own gas storage facilities, or has entered into a gas storage contract with any company having gas storage facilities which are connected by gas transmission pipeline facilities to TCPL's gas transmission system at the Storage Injection Point(s) and the Storage Withdrawal Point located downstream of the Alberta/Saskatchewan border;
- (d) has entered into a gas transportation contract(s) with the company(ies) operating gas transmission pipeline facilities connecting such gas storage facilities with TCPL's gas transmission system at the Storage Injection Point(s) and the Storage Withdrawal Point (the "other Transporters"); and
- (e) has provided TCPL with financial assurances as required by TCPL pursuant to Section XXIII of the General Terms and Conditions referred to in Section 9 hereof.

1.2 Facilities Construction Policy

In order to provide service pursuant to this STS-L Toll Schedule, TCPL utilizes capacity available from its own gas transmission system and from its firm transportation service entitlement on Other Pipelines (the "Combined Capacity"). If a request for service pursuant to this STS-L Toll Schedule (the "Requested Service") requires an increase to the Combined Capacity, TCPL is prepared to use all reasonable efforts to enable it to increase the Combined Capacity to the extent necessary provided that:

- (a) there is reasonable expectation of a long term requirement for the increase in the Combined Capacity;
- (b) the Contract term shall be a minimum term of fifteen (15) years from the New Service Start Date as defined in Section 1.1 of TAPs;
- (c) the CER approves the additional facilities and/or transportation services necessary to increase the Combined Capacity; and
- (d) the availability provisions of Section 1.1 hereof are satisfied with respect to the Requested Service.

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 On each day during the term of the STS-L Contract, Customer shall be entitled to request service hereunder by placing a nomination with TCPL. Nominations shall be made pursuant to Section XXII of the General Terms and Conditions referred to in Section 7 hereof. Service hereunder shall not be subject to curtailment or interruption except as provided in Sections XI, XIV, and XV of the General Terms and Conditions.

Subject to the foregoing, TCPL shall provide firm transportation service hereunder consistent with the provisions of the General Terms and Conditions; PROVIDED HOWEVER, that

- (a) deliveries hereunder by TCPL to Customer on any day from the Market Point to the Storage Injection Point(s) shall not exceed the Daily Operational Injection Quantity;
- (b) deliveries hereunder by TCPL to Customer on any day from the Storage Withdrawal Point to the Market Point shall not exceed the Daily Contract Withdrawal Quantity;
- (c) Daily Operational Injection Quantity shall be established on a monthly basis provided that new or revised Exhibit "B" of the STS-L Contract are received 10 business days prior to the 1st day of the applicable month; and
- (d) if there is more than one Storage Injection Point under Customer's STS-L Contract and these points are also included under any other Customer's STS-L and/or STS Contracts, deliveries on any day to Customer at each such Storage Injection Point

shall be Customer's pro rata share of the total STS-L and STS deliveries at such Storage Injection Point for all STS-L and STS Customers on such day determined on the basis of the fraction which Customer's STS-L nomination bears to the total STS-L and STS nominations of all STS-L and STS Customers, unless TCPL, Customer and all the other STS-L and STS Customers at each such Storage Injection Point otherwise agree.

2.2 For the purpose of the application of the provisions of Sections II, III, and IV of the General Terms and Conditions to service hereunder:

- (a) when Customer requests transportation service hereunder from the Market Point for delivery to the Storage Injection Point, the terms "delivery point", "receipt point", and "Customer's Authorized Quantity" in TCPL's General Terms & Conditions shall mean herein, respectively, the 'Storage Injection Point(s)', 'the Market Point', and 'the quantity of gas which Customer requests and that TCPL has agreed to deliver to the Storage Injection Point(s) subject to Section 2.1 hereof (the "Daily Injection Quantity")';
- (b) when Customer requests transportation service hereunder from the Storage Withdrawal Point for delivery to the Market Point, the terms "delivery point", "receipt point", and "Customer's Authorized Quantity" shall mean, respectively, 'the Market Point', 'the Storage Withdrawal Point', and 'the quantity of gas which Customer requests and TCPL has agreed to deliver to the Market Point subject to Section 2.1 hereof (the "Daily Withdrawal Quantity")'; and
- (c) if the STS-L Contract specifies a Storage Withdrawal Point located upstream of the Market Point, the Contract Demand shall be the Daily Contract Withdrawal Quantity; and, if the STS-L Contract specifies a Storage Injection Point(s) located downstream of the Market Point, the Contract Demand shall be the Daily Contract Injection Quantity.

3. MONTHLY BILL

3.1 The monthly bill payable by Customer to TCPL for service hereunder shall include the aggregate of the demand charge for transportation service, the Abandonment Charge, plus,

where applicable, an excess withdrawal charge, a delivery pressure charge and the Union Dawn Receipt Point Surcharge in effect during the billing month; such charges shall be calculated by applying the applicable tolls as approved by the CER (as set forth in the List of Tolls referred to in Section 7 hereof), as follows:

(a) **Demand Charge**

For each month of a Contract Year, the demand charge for transportation service hereunder shall be equal to the applicable Monthly Demand Toll multiplied by Customer's Contract Demand. The said demand charge is payable by Customer notwithstanding any failure by Customer during such month, for any reason whatsoever, including an event of force majeure, to receive or deliver Customer's full Contract Demand.

(b) **Excess Withdrawal Charge**

The "Daily Excess Withdrawal Quantity" shall mean, for any Day, the quantity by which Customer's cumulative Daily Withdrawal Quantity, determined from the Date of Commencement (as defined in the STS-L Contract) exceeds the sum of the cumulative Daily Injection Quantity from the Date of Commencement, the cumulative Daily STFT Quantity from the Date of Commencement, and the cumulative Daily IT Quantity from the Date of Commencement.

Where:

Customer's cumulative Daily Withdrawal Quantity shall not include any Daily Excess Withdrawal Quantities from any previous Day;

"Daily STFT Quantity" shall mean the quantity of gas that is delivered each Day by the STS-L Customer pursuant to such Customer's STFT Contract from the Market Point to the Storage Injection Point; and

"Daily IT Quantity" shall mean the quantity of gas that is delivered each Day by the STS-L Customer pursuant to such Customer's IT Contract from the Market Point to the Storage Injection Point.

On any Day, the sum of the Daily STFT Quantity and the Daily IT Quantity shall not exceed the Customer's pro-rata share of the total Contract Demand, on that Day, of FT Contracts or the MFP Contracts that:

- (i.) are not identified in a STS or STS-L Contract;
- (ii.) have a receipt point that is Empress or a receipt point in the province of Saskatchewan; and
- (iii.) have a delivery point which is the same as the Market Point in the Customer's STS-L Contract.

The pro-rata share shall be based on Customer's STS-L Contract Demand at that Market Point, relative to the total STS and STS-L Contract Demand applicable to that Market Point.

For each month Customer shall pay to TCPL an excess withdrawal charge as follows:

- i. If the STS-L Contract specifies a Storage Withdrawal Point located downstream of the Market Point, the excess withdrawal charge shall be:
 - the total Daily Excess Withdrawal Quantity for such month; multiplied by
 - 1.25 x the Daily Demand Toll for FT service from the Storage Withdrawal Point to the Market Point; or
- ii. If the STS-L Contract specifies a Storage Withdrawal Point located upstream of the Market Point, the excess withdrawal charge shall be:
 - the total Daily Excess Withdrawal Quantity for such month; multiplied by
 - the difference between 1.25 x the Daily Demand Toll for FT service from the Storage Withdrawal Point to the Market Point and the STS-L Toll.

(c) **Delivery Pressure Charge**

A delivery pressure charge shall be due if a portion or all of Customer's Daily Injection Quantity or Daily Withdrawal Quantity for such month was delivered at a Storage point(s) having a delivery pressure charge for deliveries thereto. The

monthly delivery pressure charge at each point having a delivery pressure charge shall be the product of the applicable Delivery Pressure Toll (expressed in \$/GJ) and the total of such quantities delivered at that point during such month. The total monthly delivery pressure charge shall be the sum of the monthly delivery pressure charges at all applicable points.

(d) **Union Dawn Receipt Point Surcharge**

Each month, Customer shall pay the Union Dawn Receipt Point Surcharge for service from the Union Dawn receipt point.

(e) **Fuel**

For each month, a Customer shall provide, on a daily basis, a quantity of fuel in accordance with Section IV of the General Terms and Conditions.

(f) **Abandonment Charge**

Each month, Customer shall pay to TCPL an Abandonment Charge determined by multiplying Customer's Contract Demand by the applicable Monthly Abandonment Surcharge. The Abandonment Charge is payable by Customer notwithstanding any failure by Customer during such month, for any reason whatsoever, including an event of force majeure, to receive or deliver Customer's full Contract Demand.

4. MINIMUM BILL

- 4.1 The minimum monthly bill for service hereunder shall be the sum of the charges determined in Subsections 3.1(a), 3.1(f) and, if applicable, Subsections 3.1(c) and 3.1(d) hereof.

5. ASSIGNMENT

- 5.1 Subject to Section 5.2, any company which shall succeed by purchase, merger or consolidation to the properties, substantially or in entirety, of Customer or of TCPL, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under any Contract into which this Toll Schedule is incorporated and any related contracts. Further, either Customer or TCPL may, without relieving itself of its obligations under any Contract into which this Toll Schedule is incorporated (unless

consented to by the other party which consent shall not be unreasonably withheld), assign any of its rights and obligations thereunder to another party. Nothing herein shall in any way prevent either party to such Contract from pledging or mortgaging its rights thereunder as security for its indebtedness. Such Contract shall be binding upon and shall inure to the benefit of the respective successors and assigns of the parties thereto. No assignment hereunder in respect of a service which has already resulted in a reduction of the affected distributor's Contract Demand shall entitle such distributor to any further reduction in its Contract Demand.

5.2 Any assignment by Customer is subject to the following conditions:

- (a) the assignment shall be for the remaining term of the STS-L Contract;
- (b) Customer shall provide TCPL with at least 60 days written notice of such assignment prior to the requested assignment date, which shall be the first day of a calendar month;
- (c) assignee and assignor shall execute TCPL's assignment agreement; and
- (d) if the assignment is for total Contract Demand, assignor's cumulative Daily Injection Quantity, cumulative Daily STFT Quantity, cumulative Daily IT Quantity, cumulative Daily Withdrawal Quantity and aggregate Daily Excess Withdrawal Quantity shall as of the effective date of the assignment be transferred to the assignee; or

if the assignment is for a portion of the Contract Demand, assignor's cumulative Daily Injection Quantity, cumulative Daily STFT Quantity, cumulative Daily IT Quantity, cumulative Daily Withdrawal Quantity, and aggregate Daily Excess Withdrawal Quantity shall as of the effective date of the assignment shall be transferred to the assignee on a pro-rata basis relative to the STS-L Contract Demand prior to such assignment.

5.3 Assignments at a discount negotiated between assignors and assignees are permitted, provided that the approved toll continues to be paid to TCPL.

5.4 Save as herein provided, assignments of any Contracts into which this Toll Schedule is incorporated are expressly prohibited.

- 5.5 Prior to the effective date of any assignment of any Contract subject to Subsection XXIII (3)(b) of the General Terms and Conditions of the Tariff, assignee shall as requested by TCPL, execute an assignment of any related Financial Assurances Agreements (as defined in Subsection 5.4(c)(ii) of the Transportation Access Procedures) or execute a new Financial Assurances Agreement.

6. RENEWAL RIGHTS

- 6.1 Subject to Sections 6.3 and 6.4 and pursuant to any Contract into which this STS-L Toll Schedule is incorporated and which contract has been determined by TCPL to be serving a long term market, and subject to the following conditions, Customer shall have the option (the "Renewal Option") of extending the existing term (the "Existing Term") of the Contract for a period of either (the "Renewal Term"): i) one or more annual periods ending on the same calendar date as the expiry of the Existing Term; or ii) if Customer requests a service termination date of October 31, one or more annual periods of twelve (12) consecutive full months plus the number of consecutive days necessary to extend the Existing Term to the requested October 31. Customer shall also have the option of revising the Contract Demand to a level no greater than the Contract Demand set out in the Contract (the "Renewal CD"). The Renewal Option and the Renewal CD shall be subject to the following conditions:

- (a) TCPL receives written notice from Customer of Customer's election to exercise the Renewal Option which sets out the term and Contract Demand of such renewal (the "Renewal Provisions") no less than twenty-four (24) consecutive months before the termination date which would otherwise prevail under the Contract; and

Temporary Subsection 6.1(a):

Until October 31, 2026, subsection 6.1(a) above will temporarily be suspended and will be replaced with the following subsection 6.1(a):

- (a) TCPL receives written notice from Customer of Customer's election to exercise the Renewal Option which sets out the term and Contract Demand of such renewal (the "Renewal Provisions") no less than twelve (12) consecutive months before the termination date which would otherwise prevail under the Contract; and

For clarity, this paragraph 6.1(a) is only applicable to Customer's Contract for which the ability to exercise the Renewal Option has not previously expired prior to the effective date of this temporary subsection as a result of the application of Section 6.1 and Section 6.4.

- (b) Customer supplies TCPL at the time of such notice with evidence satisfactory to TCPL that Customer will meet the availability provisions of the STS-L Toll Schedule in respect of the Renewal Provisions prior to the commencement of the Renewal Term.

TCPL may accept late notice of Customer's election to exercise the Renewal Option if TCPL, in its sole discretion, determines that TCPL will have the required capacity available after providing capacity for all of TCPL's obligations pursuant to prior outstanding requests from Customer and/or others, that such renewals will not adversely impact TCPL's system operations and that all of the costs for providing this service will be covered by TCPL's tolls. Contracts may be revised as of the effective renewal date to adhere to the then contract Pro Forma STS-L Contract.

Customer may exercise the Renewal Option more than one time provided that the conditions found in this Section 6.1 and in Section 6.2 hereof are met upon each and every exercise of the Renewal Option.

- 6.2 Provided TCPL has either received timely notice as provided in Subsection 6.1(a) above from Customer of Customer's election to exercise the Renewal Option, or accepted late notice from Customer of its election to exercise the Renewal Option, and provided that Customer has met the availability provisions of the STS-L Toll Schedule in respect of the Renewal Provision, the Contract shall be amended as follows:

- (a) the Contract Demand set out in the Contract shall be revised to the level specified in the Renewal Provisions, effective as of the commencement of the Renewal Term;
and
- (b) the term of the contract shall be extended to that specified in the Renewal Provision, effective as of the expiry of the Existing Term.

- 6.3 If at any time TCPL determines, acting reasonably, that:

- (a) new or additional pipeline facilities are required to increase the Combined Capacity or capabilities of the system ("Expansion Facilities"); and
- (b) the estimated cost of such Expansion Facilities will exceed \$20 million;

TCPL will provide notice of a term-up requirement ("Term-up Notice") to Customer if TCPL determines Customer's Contract may impact the design of the Expansion Facilities.

- 6.4 Upon receipt of the Term-up Notice Customer may elect, within sixty (60) days of receipt of the Term-up Notice, to extend the Existing Term of the Contract for all or a portion of the Contract Demand for an additional period such that the new service termination date of the Contract shall be no less than five (5) years after the expected New Service Start Date (as defined in Section 1.1 of TAPs) of the Expansion Facilities. If a Customer does not elect to extend its Existing Term within such sixty (60) day period, the Customer shall no longer be entitled to renew the Contract pursuant to Section 6.1 and the Contract shall expire at the end of the Existing Term.

7. DEMAND CHARGE ADJUSTMENTS

- 7.1 If during any Day, TCPL fails to deliver the quantity of gas requested by Customer up to the applicable Contract Demand, for any reason related solely to TCPL's operations, including an event of force majeure occurring on any of the pipeline systems of TCPL and Other Pipelines, then the monthly demand charge shall be reduced by an amount equal to the applicable Daily Demand Toll multiplied by the difference between the quantity of gas which TCPL actually delivered to Customer on such Day, and the quantity of gas which such Customer in good faith nominated hereunder on such Day. If TCPL refuses to accept deliveries of Customer's gas or curtails receipts from or deliveries to Customer pursuant to Paragraph 8 (Energy Imbalance Recovery) of Section XXII of the General Terms and Conditions, then there shall be no corresponding reduction in the monthly demand charge to Customer. Provided however:
- a) If the Market Point is downstream of the Storage Injection Point, and if on such Day Customer's Cumulative Storage Balance is not greater than zero, or if such Day is within the summer period, then the reduction in the monthly demand charge for such Day shall be zero; and

- b) If the Market Point is upstream of the Storage Injection Point, and if such Day is within the winter period, then the reduction in the monthly demand charge for such Day shall be zero.

- 7.2 For any day on which transportation service charges are adjusted pursuant to Section 7.1, the delivery pressure charge, the Union Dawn Receipt Point Surcharge and the Abandonment Charge payable by Customer pursuant to Subsections 3.1(c), 3.1(d) and 3.1(f) hereof shall also be adjusted.

The delivery pressure charge shall be reduced by an amount equal to the applicable Delivery Pressure Daily Demand Toll multiplied by the difference between the quantity of gas which TCPL actually delivered to Customer on such day and the quantity which such Customer in good faith nominated for delivery on such day.

The Union Dawn Receipt Point Surcharge shall be reduced by an amount equal to the applicable Union Dawn Receipt Point Daily Demand Toll multiplied by the difference between the quantity of gas which TCPL actually transported from the Union Dawn receipt point on such day and the quantity which such Customer in good faith nominated for transport on such day.

The Abandonment Charge shall be reduced by an amount equal to the applicable Daily Abandonment Surcharge multiplied by the difference between the quantity of gas which TCPL actually delivered to Customer on such Day, and the quantity of gas which such Customer in good faith nominated for delivery on such Day.

8. CONVERSION RIGHTS

- 8.1 Customer shall have the right to convert all or a portion of Customer's Daily Contract Withdrawal Quantity specified in Customer's STS-L Contract to EMB Service provided that:

- (a) Customer submits a written request to TCPL for such conversion;
- (b) the applicable Storage Withdrawal Point and Market Point specified in Customer's STS-L Contract shall be the receipt and delivery point specified under the EMB Contract, respectively, and such points are eligible receipt and delivery points for EMB Service;

- (c) all the availability conditions set out in Section 1 of the EMB Toll Schedule have been satisfied;
- (d) TCPL determines it is able to accommodate the conversion to EMB Service;
- (e) If Customer's STS-L Contract specifies a Storage Withdrawal Point located downstream of the Market Point, the Daily Contract Withdrawal Quantity specified in such STS-L Contract shall be reduced by an amount equal to the Daily Contract Withdrawal Quantity converted to EMB Service provided however, Customer's STS-L Daily Contract Injection Quantity and Contract Demand shall not be reduced as a result of such conversion; and
- (f) If Customer's STS-L Contract specifies a Storage Withdrawal Point located upstream of the Market Point, then the Daily Contract Withdrawal Quantity, Daily Contract Injection Quantity and Contract Demand specified in such STS-L Contract shall be reduced by an amount equal to the Daily Contract Withdrawal Quantity converted to EMB service.

9. MISCELLANEOUS PROVISIONS

- 9.1 The General Terms and Conditions and the List of Tolls of the Tariff as amended from time to time are applicable to this Toll Schedule and are hereby made a part hereof. If there is any conflict between the provisions of this Toll Schedule and the General Terms and Conditions, the provisions of this Toll Schedule shall prevail.
- 9.2 This Toll Schedule the List of Tolls and the General Terms and Conditions are subject to the provisions of the CER Act or any other legislation passed in amendment thereof or substitution therefor.

INTERRUPTIBLE TRANSPORTATION SERVICE

IT TOLL SCHEDULE

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1. AVAILABILITY

1.1 Any Customer shall be eligible to receive service pursuant to this Toll Schedule provided such Customer:

- (a) has entered into an interruptible service contract (the "Contract") with TCPL or, has obtained an order of the CER, pursuant to Subsection 239(2) of the CER Act as amended from time to time ("239(2) Order"), requiring TCPL to transport gas for Customer subject to the provisions of this Toll Schedule and to the terms and conditions contained in the 239(2) Order;
- (b) has pipeline facilities interconnecting with TCPL's facilities at the delivery point(s) specified in the Contract or, has provided TCPL with adequate assurances that arrangements have been made to have an authorized gas distribution or transmission company act as Customer's agent in receiving from TCPL the gas to be delivered pursuant to this Toll Schedule; and
- (c) has provided TCPL with financial assurances as required by TCPL pursuant to Section XXIII of the General Terms and Conditions referred to in Section 5 hereof.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 Definition of Interruptible Transportation Service

Service hereunder shall be subject to curtailment or interruption at any time that TCPL determines in its sole discretion that deliveries hereunder would in any way interfere with or restrict TCPL's ability to make deliveries of gas under any and all transportation services having a higher priority on TCPL's system pursuant to Section XV of the General Terms and Conditions than service requested hereunder or, any time that Customer fails to provide on an ongoing and timely basis evidence satisfactory to TCPL of its right to remove from the province of production all or any part of the quantities of gas to be transported by TCPL under the Contract. It is understood that TCPL shall not construct additional facilities for the purpose of providing service hereunder.

TCPL shall have the sole discretion to set the "IT Floor Price" for Interruptible Transportation service under this IT Toll Schedule. The IT Floor Price shall equal the price determined and

posted by TCPL from time to time on TCPL's website for service over the applicable System Segment listed in the List of Tolls referred to in Section 5 hereof.

Nominations for Interruptible Transportation service will be expressed in dollars per gigajoule (\$/GJ) and be subject to minimum increments of \$0.0001/GJ per bid. Each bid increment shall hereafter be referred to as a "nominated toll level".

Nominations for Interruptible Transportation Service shall not be less than the IT Floor Price for the applicable System Segment.

2.2 Request for Available Interruptible Transportation Service

During the term of the Contract, Customer shall be entitled to request Interruptible Transportation service in the manner hereafter set forth.

2.3 Forecasting of Available Interruptible Service

TCPL shall notify the Customer, in the manner set forth in the Contract or by inclusion on TCPL's website of TCPL's estimate of the quantity of available Interruptible Transportation Service which TCPL expects to be able to render to Customers during the succeeding month.

2.4 Allocation of Available Interruptible Transportation Service

(a) Nominations

Capacity available for Interruptible Transportation service will be allocated in accordance with the provisions of Sections 2.4, 2.6 and 2.7 hereof. In addition to the information required from Customers for nominations for other services, all nominations for Interruptible Transportation service shall contain the following information:

- (i) the nominated toll level
- (ii) the nominated quantity; and
- (iii) if applicable, a minimum quantity acceptable to the Customer.

A Customer may not submit more than one nomination per unique combination of effective period, receipt point, delivery point or area, and nominated toll level.

Nominations for service must be received by TCPL through its website at the time specified pursuant to Section XXII of the General Terms and Conditions. TCPL shall not accept nominations by fax unless TCPL's website and EDI systems are inoperative.

(b) Allocation of Interruptible Service

Subject to the provisions set out in this IT Toll Schedule, TCPL shall authorize available Interruptible Transportation service as part of its regular authorization process (see Section XXII of the General Terms and Conditions) in the following manner. Nominations will be authorized in descending order from highest to lowest nominated toll level. The total nominated quantity at each nominated toll level will be authorized before any nominations are authorized in the next lowest nominated toll level. If the remaining available Interruptible Transportation service is insufficient to provide service for all nominated quantities at a nominated toll level, the remaining available Interruptible Transportation service will be authorized on a pro rata basis amongst all IT Nominations, at such nominated toll level.

2.5 Notification to Customers of Allocated Available Interruptible Transportation Service

TCPL shall post, via TCPL's website on a weekly basis, a summary of IT nominations authorized by Toll Level.

2.6 Nominations of Allocated Available Interruptible Transportation Service

Nominations and Renominations

A Customer shall confirm its intention to use the transportation service authorized by TCPL either by allowing its original nomination to stand, if the full nominated quantity has been authorized by TCPL, or by renomination, if only a portion of the nominated transportation service is authorized by TCPL. If Customer fails to renominate the available quantity within one hour after Customer has been notified of the authorized quantity, Customer shall be deemed to have renominated the available quantity.

A Customer may include as part of its nomination, a minimum quantity that will be acceptable to the Customer. In the event that TCPL cannot authorize at least the minimum

quantity specified by the Customer in its nomination, no service will be authorized to that Customer under that nomination.

2.7 Priority of Curtailment of Interruptible Transportation Service

Curtailments will be based upon the quantity nominated by the Customers. Priority of curtailment will start at the lowest nominated toll level up to the highest nominated toll level. If the total nominated quantity at a nominated toll level is not entirely curtailed, curtailment at such nominated toll level shall be allocated on a prorata basis among all nominations at such nominated toll level.

3. PENALTY PROVISIONS

3.1 Penalty if Utilization is Less Than Authorized

If a Customer nominates or renominates for transportation service hereunder pursuant to Section 2.6 hereof but subsequently does not utilize all of the transportation authorized by TCPL for that nomination or renomination, as the case may be, the Customer will be subject to a penalty as set forth below. The penalty shall be equal to 25% of the difference between the value of the transportation service authorized by TCPL for that gas day and the value of the transportation service that the Customer renominated that gas day. Such values shall be determined by multiplying the applicable nominated toll level price by the quantities authorized by TCPL and renominated by the Customer; provided however, if:

- a) the transportation service authorized by TCPL and not utilized by Customer would not have been used by another Customer with a nomination for service hereunder;
or
- b) the Customer can demonstrate to the satisfaction of TCPL that its inability to use the authorized quantity was due to the refusal of a duly tendered nomination on an interconnecting pipeline;

the foregoing penalty will not be applied.

4. MONTHLY BILL

- 4.1 The monthly bill payable by Customer to TCPL for transportation service hereunder at each nominated toll level in which Customer has been allocated Interruptible Transportation service shall be equal to the nominated toll level multiplied by Customer's total quantities delivered at such nominated toll level for the month to which this bill relates. Customers which have been allocated service in more than one nominated toll level shall be deemed to have been provided service in the highest nominated toll level first.
- 4.2 Customer shall also pay monthly to TCPL a charge for delivery pressure provided that deliveries hereunder are made to a delivery point at which a charge for delivery pressure has been approved by the CER (and set forth in the List of Tolls referred to in Section 5 hereof). The monthly delivery pressure charge at each such delivery point shall be the product of the applicable Delivery Pressure Daily Demand Toll and the total of the Customer's quantities delivered hereunder at that delivery point during such month. The total monthly delivery pressure charge shall be the sum of the monthly delivery pressure charges at all applicable delivery points.
- 4.3 Each month, Customer shall pay the Union Dawn Receipt Point Surcharge for service from the Union Dawn receipt point.
- 4.4 Customer shall also pay monthly to TCPL any penalty arising from the provisions set out in Section 3.1 above.
- 4.5 Penalty revenue received by TCPL pursuant to Section 4.4 above, shall be included in the Interruptible Transportation Service revenue disposition.
- 4.6 For each month, a Customer shall provide, on a daily basis, a quantity of fuel based on a monthly fuel ratio to be established by TCPL.
- 4.7 Each month, Customer shall also pay to TCPL an Abandonment Charge determined by multiplying the Customer's total quantities delivered by the applicable Daily Abandonment Surcharge.

5. MISCELLANEOUS PROVISIONS

- 5.1 The General Terms and Conditions and the List of Tolls of the Tariff as amended from time to time are applicable to this IT Toll Schedule and are hereby made a part hereof. If there is any conflict between the provisions of this IT Toll Schedule and the General Terms and Conditions, the provisions of this IT Toll Schedule shall prevail.
- 5.2 This Toll Schedule, the List of Tolls and the General Terms and Conditions are subject to the provisions of the CER Act or any other legislation passed in amendment thereto or substitution therefor.

SHORT TERM FIRM TRANSPORTATION SERVICE

TOLL SCHEDULE

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1. DEFINITIONS

1.1. For the purposes of the STFT Toll Schedule, the following terms shall be defined as:

- (a) “Available Short Term Capacity” shall have the meaning attributed to it in Section 2.3;
- (b) “Block Period” shall have the meaning attributed to it in Section 2.3;
- (c) “Maximum Daily Quantity” shall mean for any Customer the Maximum Daily Quantity set out on such Customer’s bid or the Maximum Daily Quantity as amended by TCPL pursuant to Subsection 3.3(d);
- (d) “Minimum Daily Quantity” shall mean for any Customer the Minimum Daily Quantity set out on such Customer’s bid;
- (e) “Posting Period” shall have the meaning attributed to it in Section 3.2;
- (f) “Remaining Capacity” shall have the meaning attributed to it in Section 2.3;
- (g) “Service Period” shall have the meaning attributed to it in Section 2.3;
- (h) “STFT” shall mean Short Term Firm Transportation;
- (i) “STFT Allocation Price” shall mean the daily weighted average of the product obtained by multiplying the STFT Bid Percentage by the applicable Daily Demand Tolls for FT service for the requested term;
- (j) “STFT Bid Floor” shall have the meaning attributed to it in Subsection 3.3(b);
- (k) “STFT Bid Percentage” shall have the meaning attributed to in Subsection 3.3(b);
- (l) “STFT Contract” shall have the meaning attributed to it in Subsection 2.1(a);
- (m) “STFT Price” shall have the meaning attributed to it in Section 4.1;
- (n) “Summer Period” shall mean the period of time from April 1 of a calendar year to October 31 of the same calendar year;
- (o) “System Capacity” shall mean TCPL’s pipeline facilities and TCPL’s contractual entitlement on Other Pipelines;
- (p) “System Segment” shall have the meaning attributed to it in Section 2.3; and
- (q) “Winter Period” shall mean the period of time from November 1 of a calendar year to March 31 of the following calendar year.

2. AVAILABILITY

2.1 Availability of Service

Any Customer shall be eligible to receive service pursuant to this STFT Toll Schedule provided such Customer:

- (a) has entered into a Short Term Firm Transportation service contract (the "STFT Contract") with TCPL or has obtained an Order of the CER, pursuant to Subsection 239(2) of the CER Act as amended from time to time ("239(2) Order"), requiring TCPL to transport gas for Customer subject to the provisions of this STFT Toll Schedule and to the terms and conditions contained in the 239(2) Order; and
- (b) has provided TCPL with financial assurances as required by TCPL pursuant to Section XXIII of the General Terms and Conditions referred to in Section 7 hereof.

2.2 Facilities Construction Policy

In order to provide service pursuant to this STFT Toll Schedule, TCPL utilizes capacity available from its System Capacity. It is understood that TCPL shall not construct additional facilities for the purpose of providing service hereunder.

2.3 Capacity Available for STFT

The total capacity available to Customers under this STFT Toll Schedule shall be TCPL's transportation capacity remaining, as determined by TCPL in its sole discretion, after having made provision for all firm obligations with Customer and all other Customers (the "Remaining Capacity").

Remaining Capacity made available for Customers under this STFT Toll Schedule shall be offered in respect of certain segments of TCPL's System Capacity, each such segment being defined by reference to the receipt point and the delivery point or delivery area applicable thereto (a "System Segment"). Service under this STFT Toll Schedule shall be offered for a specific period of time (a "Service Period") which may consist of a specified number of days not less than seven (7) consecutive days, a separate monthly period or any combination of consecutive monthly periods (such combination of consecutive monthly periods hereinafter called a "Block Period"). TCPL shall notify Customers of the Remaining Capacity offered for

each combination of System Segments and Service Periods (the "Available Short Term Capacity").

2.4 Short Term Availability Periods

TCPL, in its sole discretion, may offer Available Short Term Capacity in any combination of System Segments, for a specified number of days not less than seven (7) consecutive days, monthly periods and Block Periods for a period extending up to one (1) year less one (1) day.

3. APPLICABILITY AND CHARACTER OF SERVICE

3.1 Definition of STFT Service

On each day during the term of the STFT Contract that Customer has been allocated Available Short Term Capacity, Customer shall be entitled to nominate for service hereunder. Nominations for service shall be made pursuant to Section XXII of the General Terms and Conditions. Service hereunder shall not be subject to curtailment or interruption except as provided in this STFT Toll Schedule, the STFT Contract, and Section XI, Section XIV and Section XV of the General Terms and Conditions; provided however, that if Customer fails to provide on an ongoing and timely basis to TCPL satisfactory evidence of its right to remove from the province or country of production all or any part of the quantities of gas to be transported by TCPL under the STFT Contract, Customer shall be in default hereunder (a "Default") to the extent of the daily quantity not authorized for removal from the province or country of production as aforesaid (the "Default Quantity"). TCPL shall be entitled to immediately suspend service for a quantity up to, and including, the Default Quantity until such time as Customer remedies the Default, when TCPL shall terminate any such suspension and resume service as to that part of the Default Quantity in respect of which the Default has been remedied.

3.2 Notification of Available Short Term Capacity

TCPL shall post Available Short Term Capacity for a minimum period of forty-eight (48) hours (the "Posting Period"). If some or all of the Available Short Term Capacity has not been allocated at the end of a Posting Period, TCPL may, in its sole discretion, continue to post Available Short Term Capacity on a daily basis. At the end of the Posting Period and any daily

posting, TCPL shall allocate Available Short Term Capacity among Customer bids received by TCPL.

The Available Short Term Capacity shall be posted on TCPL's website as follows:

- (a) During the period of January 1-15 for the Summer Period and during the period of July 1-15 for the Winter Period;
- (b) During the period of January 16-31 for the individual monthly blocks of the Summer Period and during the period of July 16-31 for the individual monthly blocks of the Winter Period;
- (c) If Available Short Term Capacity is not posted on a daily basis, TCPL will post Available Short Term Capacity on or before the 7th day of each month; or
- (d) At any time TCPL determines in its sole discretion that there is Available Short Term Capacity.

Available Short Term Capacity shall be allocated in accordance with Section 3.3 hereunder.

3.3 Allocation of Available Short Term Capacity

(a) Customer Bids

For each combination of System Segment and Service Period in which Customer wishes to request service under this STFT Toll Schedule, Customer shall submit a written bid to TCPL's Contracts and Billing Department through TCPL's website or by other electronic means, as determined by TCPL and set out on TCPL's website, during the bid period. No Customer bid shall be accepted by TCPL if received after the bid deadline specified in the posting of Available Short Term Capacity. Each Customer bid shall be in the form of an Exhibit "A" Addendum to the STFT Contract, duly completed with the information described below and executed by Customer.

Each Customer bid shall contain the following information:

- Customer name and address
- Customer contact, telephone number and fax number

- System Segment for which bid is being made pursuant to Subsection 3.3 (b)
- Receipt point and delivery point or delivery area
- Service Period
- Maximum Daily Quantity (in GJ)
- Minimum Daily Quantity pursuant to Subsection 3.3 (c) (ii)
- STFT Bid Percentage determined pursuant to Subsection 3.3 (b)
- A statement whether such bid is conditional on another STFT bid being accepted by TCPL

Customer must submit separate Customer bids for each separate combination of System Segment and Service Period. Customer shall be entitled to submit more than one Customer bid for any combination of System Segment and Service Period, but Customer bids for the same System Segment shall not have the same STFT Bid Percentage. Customer shall not be entitled to submit multiple Customer bids for any System Segment where the aggregate Maximum Daily Quantity of the multiple Customer bids is greater than the Available Short Term Capacity being offered for that System Segment. Customer bids which do not conform to these requirements shall be rejected and TCPL shall be under no obligation to notify Customer of any such rejection or to provide Customer with any opportunity to correct or complete its Customer bid.

(b) STFT Bid Percentage

The bid floor for Available Short Term Capacity under this STFT Toll Schedule shall be a percentage determined by TCPL in its sole discretion and posted by TCPL from time to time on TCPL's website ("STFT Bid Floor"). Provided however, the STFT Bid Floor shall not be less than 100 percent of the Daily Demand Toll for FT service over the applicable System Segment listed in the List of Tolls referred to in Section 7 hereof in effect at the time service is provided for the Service Period and/or Block Period determined by TCPL.

Bids for Available Short Term Capacity shall be expressed as a percentage of the Daily Demand Toll for FT service in effect at the time service is provided. Bids shall not be less than the STFT Bid Floor for the applicable System Segment and shall be subject to minimum increments of 0.01% per bid (each a "STFT Bid Percentage").

Bids for Available Short Term Capacity must identify the System Segment offered by TCPL for which the Customer is bidding. The Customer's requested receipt point and delivery point for Available Short Term Capacity must be contained wholly within the requested System Segment.

(c) Allocation of Available Short Term Capacity

All Available Short Term Capacity for each combination of System Segment and Service Period offered by TCPL shall be allocated among Customer bids pursuant to this STFT Toll Schedule and Customer bids pursuant to the ST-SN Toll Schedule. For purposes of allocation hereunder the ST-SN Allocation Price as defined in ST-SN Toll Schedule for bids for service pursuant to the ST-SN Toll Schedule shall be divided by 1.1. Such allocation process is as follows:

- (i) Subject to Subsection 3.3(c)(ii), for all Customer bids for System Segments which compete for the same capacity and:
 - A. have the same Service Period, TCPL shall rank Customer bids in descending order from the highest to lowest STFT Allocation Price and TCPL shall allocate Available Short Term Capacity to the Customer bids resulting in the highest aggregate transportation revenue; or
 - B. have a different Service Period, for each different Service Period, TCPL shall rank Customer bids Available Short Term Capacity in descending order from the highest to lowest STFT Allocation Price and TCPL shall allocate Available Short Term Capacity to the Customer bids resulting in the highest aggregate transportation revenue.
- (ii) If 2 or more Customer bids result in the same aggregate transportation revenue and the Available Short Term Capacity is not sufficient to provide service for the quantities requested in such Customer bids, the Available Short Term Capacity shall be allocated pro-rata among such Customer bids.

If such pro-rata share falls below the Minimum Daily Quantity specified by a Customer in its Customer bid, such pro-rata share allocated shall be deemed to be rejected, and TCPL will reallocate among the remaining Customer bids.

(d) Notification to Customers

Within three (3) Banking Days of the end of any applicable bid period for Available Short Term Capacity TCPL shall notify, in the manner set forth in the STFT of ST-SN Contract or through TCPL's website, all Customers who have been allocated any of the Available Short Term Capacity. The daily capacity allocated to each Customer shall be such Customer's allocated Maximum Daily Quantity. If Customer is allocated service hereunder, TCPL will, if necessary, and is hereby authorized to, amend the Exhibit "A" Addendum submitted by Customer as its Customer bid to reflect the allocation of Available Short Term Capacity to such Customer. The Exhibit "A" Addendum shall then be executed by TCPL and forwarded to Customer. Each executed Exhibit "A" Addendum shall be binding on TCPL and Customer.

4. MONTHLY BILL

4.1 Transportation Service

The monthly bill payable by Customer to TCPL for transportation service hereunder shall be equal to the STFT Bid Percentage set out in each Exhibit "A" Addendum multiplied by the Daily Demand Toll for FT service in effect at the time the service is provided ("STFT Price"), multiplied by Customer's STFT allocated Maximum Daily Quantity and the number of days of STFT Service during the month. These transportation service charges are payable by Customer notwithstanding any failure by Customer during such month, for any reason whatsoever, including force majeure or Default by Customer under Section 3.1 hereof, to deliver Customer's receipt volume to TCPL at the receipt point.

4.2 Delivery Pressure Service

Customer shall also pay monthly to TCPL a charge for delivery pressure provided that deliveries hereunder are made to a delivery point at which a charge for delivery pressure

has been approved by the CER (and set forth in the List of Tolls referred to in Section 8 hereof). The monthly delivery pressure charge at each such delivery point shall be the product of the applicable Delivery Pressure Daily Demand Toll and the total of Customer's quantities to be delivered hereunder at that delivery point during such month determined as the STFT allocated Maximum Daily Quantity multiplied by the number of days of STFT Service during such month. The said delivery pressure demand charge is payable by Customer notwithstanding any failure by Customer during such month, for any reason whatsoever including force majeure or a Default by Customer under Section 3.1 hereof, to deliver Customer's Authorized Quantity to TCPL at the receipt point.

4.3 Union Dawn Receipt Point Surcharge

Each month, Customer shall pay the Union Dawn Receipt Point Surcharge for service from the Union Dawn receipt point.

4.4 Fuel

For each month, Customer shall provide, on a daily basis, a quantity of fuel based on a monthly fuel ratio to be established by TCPL from time to time.

4.5 Abandonment Charge

Each month, Customer shall pay an Abandonment Charge equal to the applicable Daily Abandonment Surcharge multiplied by Customer's STFT allocated Maximum Daily Quantity and the number of days of STFT Service during the month. The Abandonment Charge is payable by Customer notwithstanding any failure by Customer during such month, for any reason whatsoever including force majeure or a Default by Customer under Section 3.1 hereof, to deliver Customer's Authorized Quantity to TCPL at the receipt point.

5. TRANSPORTATION AND DELIVERY PRESSURE CHARGE ADJUSTMENTS

5.1 Transportation Charge Adjustments

If during any day, TCPL fails to deliver the quantity of gas requested by Customer up to the Maximum Daily Quantity, for any reason related solely to TCPL's operations, including an event of force majeure occurring on any of the pipeline systems of TCPL and Other

Pipelines, then the transportation service charges payable pursuant to Section 4.1 hereof shall be reduced by an amount equal to the STFT Price multiplied by the difference between the quantity of gas which TCPL actually delivered to Customer on such day, and the quantity of gas which such Customer in good faith nominated for delivery on such day.

For any day on which transportation service charges are adjusted pursuant to the above, the Union Dawn Receipt Surcharge and the Abandonment Charge payable by Customer pursuant to Sections 4.3 and 4.5 hereof shall also be adjusted.

The Union Dawn Receipt Point Surcharge shall be reduced by an amount equal to the applicable Union Dawn Receipt Point Daily Demand Toll multiplied by the difference between the quantity of gas which TCPL actually transported from the Union Dawn receipt point on such day and the quantity which such Customer in good faith nominated for transport on such day.

The Abandonment Charge shall be reduced by an amount equal to the applicable Daily Abandonment Surcharge multiplied by the difference between the quantity of gas which TCPL actually delivered to Customer on such day, and the quantity of gas which such Customer in good faith nominated for delivery on such day.

5.2 Delivery Pressure Charge Adjustments

For any day on which transportation service charges are adjusted pursuant to Section 5.1 above, the delivery pressure charge payable by Customer pursuant to Section 4.2 hereof shall also be adjusted. The delivery pressure charge shall be reduced by an amount equal to the applicable Delivery Pressure Daily Demand Toll multiplied by the difference between the quantity of gas which TCPL actually delivered to Customer on such day and the quantity which such Customer in good faith nominated for delivery on such day.

5.3 Customer's Receipt or Delivery Failure

If TCPL refuses to accept deliveries of Customer's gas or curtails receipts from or deliveries to Customer pursuant to Subsection 1(b) of Section II of the General Terms and Conditions, then there shall be no corresponding reduction in transportation service charges, Union Dawn Receipt Point Surcharges, Abandonment Charges or delivery pressure charges to Customer.

6. ASSIGNMENTS

- 6.1 Assignments of any STFT Contracts into which this STFT Toll Schedule is incorporated are expressly prohibited without TCPL's prior written consent.

7. MISCELLANEOUS PROVISIONS

- 7.1 The General Terms and Conditions and the List of Tolls of the Tariff, as amended from time to time, are applicable to this STFT Toll Schedule and are hereby made a part hereof. If there is any conflict between the provisions of this STFT Toll Schedule and the General Terms and Conditions, the provisions of this STFT Toll Schedule shall prevail.
- 7.2 This STFT Toll Schedule, the List of Tolls and the General Terms and Conditions are subject to the provisions of the CER Act or any other legislation passed in amendment thereof or substitution therefor.

NON-RENEWABLE FIRM TRANSPORTATION SERVICE

FT-NR TOLL SCHEDULE

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1. AVAILABILITY

1.1 Availability of Service

Any Customer shall be eligible to receive service pursuant to this Toll Schedule provided that Customer:

- (a) has entered into a Non-Renewable Firm Transportation Service Contract with TCPL having a minimum term of one (1) year; or has obtained an Order of the CER, pursuant to Subsection 239(2) of the CER Act as amended from time to time ("239(2) Order"), requiring TCPL to transport gas for Customer subject to the provisions of this Toll Schedule and to the terms and conditions contained in the 239(2) Order;
- (b) has pipeline facilities interconnecting with TCPL's facilities at the delivery point(s) specified in the Contract, or which has provided TCPL with adequate assurances that arrangements have been made to have an authorized gas distribution or transmission company act as Customer's agent in receiving from TCPL the gas to be delivered pursuant to this Toll Schedule; and
- (c) has provided TCPL with financial assurances as required by TCPL pursuant to Section XXIII of the General Terms and Conditions referred to in Section 10 hereof.

1.2 Capacity Available for FT-NR

Capacity made available for Customers under this Toll Schedule is capacity that is available on a firm basis for a specific period of time as a result of:

- (a) such capacity being previously contracted to other Customers to commence on a future specified date; or
- (b) TCPL determines in its sole discretion that such capacity may not be available after such future specified date.

This capacity shall be offered in respect of certain segments of TCPL's Combined Capacity, each such segment being defined by reference to the receipt point and the delivery point or delivery area applicable thereto.

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 On each day during the term of the Contract Customer shall be entitled to request service hereunder. Nominations for service shall be made pursuant to Section XXII of the General Terms and Conditions. Service hereunder shall not be subject to curtailment or interruption except as provided in Section XI, XIV and XV of the General Terms and Conditions; PROVIDED HOWEVER, that if Customer fails to provide on an ongoing and timely basis to TCPL satisfactory evidence of its right to remove from the province of production all or any part of the quantities of gas to be transported by TCPL under the Contract, Customer shall be in default hereunder (the "Default") to the extent of the daily quantity not authorized for removal from the province of production as aforesaid (the "Default Quantity"), and TCPL shall be entitled to immediately suspend service for a quantity up to, and including, the Default Quantity until such time as Customer remedies the Default. TCPL shall terminate any such suspension and resume service as to that part of the Default Quantity in respect of which the Default has been remedied.

3. MONTHLY BILL

- 3.1 The monthly bill payable to TCPL for service hereunder shall include the aggregate of the demand charge in effect during the billing month for transportation service, the Abandonment Charge and, where applicable, the demand charge for delivery pressure service and the Union Dawn Receipt Point Surcharge shall be calculated by applying, as follows, the applicable tolls as approved by the CER (as set forth in the List of Tolls referred to in Section 10 hereof):

(a) **Demand Charge**

For each month, the demand charge for transportation service shall be equal to the applicable Monthly FT Demand Toll multiplied by Customer's Contract Demand. If Customer's Contract Demand changes during a month, then a weighted average daily Contract Demand shall be determined for such month and shall be used to calculate the demand charge for such month. The said demand charge is payable by Customer notwithstanding any failure by Customer during such month, for any reason whatsoever including force majeure or a default by Customer under Section 2.1 hereof, to deliver Customer's Authorized Quantity to TCPL at the receipt point.

(b) **Delivery Pressure Service**

For each month, the demand charge for delivery pressure service at each delivery point at which a toll for delivery pressure has been set shall be equal to the applicable Delivery Pressure Monthly Demand Toll multiplied by Customer's Contract Demand in effect at each such delivery point. If Customer's Contract Demand changes during a month, then a weighted average daily Contract Demand shall be determined for such month and shall be used to calculate the demand charge for such month. The said demand charge is payable by Customer notwithstanding any failure by Customer during such month, for any reason whatsoever including force majeure or a default by Customer under Section 2.1 hereof, to deliver Customer's Authorized Quantity to TCPL at the receipt point.

(c) **Union Dawn Receipt Point Surcharge**

Each month, Customer shall pay the Union Dawn Receipt Point Surcharge for service from the Union Dawn receipt point notwithstanding any failure by Customer during such month, for any reason whatsoever including force majeure or a default by Customer under Section 2.1 hereof, to deliver Customer's Authorized Quantity to TCPL at the Union Dawn receipt point.

(d) **Fuel**

For each month, a Customer shall provide, on a daily basis, a quantity of fuel in accordance with Section IV (1) (a) of the General Terms and Conditions.

(e) **Abandonment Charge**

Each month, Customer shall pay to TCPL an Abandonment Charge determined by multiplying Customer's Contract Demand by the applicable Monthly Abandonment Surcharge. If Customer's Contract Demand changes during a month, then a weighted average daily Contract Demand shall be determined for such month and shall be used to calculate the Abandonment Charge for such month. The Abandonment Charge is payable by Customer notwithstanding any failure by Customer during such month, for any reason whatsoever including force majeure or

a default by Customer under Section 2.1 hereof, to deliver Customer's Authorized Quantity to TCPL at the receipt point.

4. MINIMUM BILL

- 4.1 The minimum monthly bill for service hereunder shall be the sum of the charges determined in Subsections 3.1 (a), 3.1 (e) and (if applicable) Subsections 3.1 (b) and 3.1 (c) hereof, after giving effect to any adjustment pursuant to Section 5 hereof.

5. DEMAND CHARGE ADJUSTMENTS

- 5.1 If during any day, TCPL fails to deliver the quantity of gas requested by Customer up to the Contract Demand, for any reason related solely to TCPL's operations, including an event of Force Majeure occurring on any of the pipeline systems of TCPL and Other Pipelines, then the monthly demand charge shall be reduced by an amount equal to the applicable FT Daily Demand Toll multiplied by the difference between the quantity of gas which TCPL actually delivered to Customer on such day, and the quantity of gas which such Customer in good faith nominated hereunder on such day. If TCPL refuses to accept deliveries of Customer's gas or curtails receipts from or deliveries to Customer pursuant to Section 8 (Energy Imbalance Recovery) of Section XXII of the General Terms and Conditions, then there shall be no corresponding reduction in the monthly demand charge to Customer.

Notwithstanding the foregoing, if the quantity of gas which TCPL fails to deliver is the subject of an accepted nomination for a Diversion and/or an Alternate Receipt, then TCPL shall only be obligated to reduce the monthly demand charge if such Diversion and/or such Alternate Receipt is of the nature described in Subsection (e)(ii) in Section XV of the General Terms and Conditions and in all other cases there shall be no reduction in the monthly demand charge.

- 5.2 For any day on which transportation service charges are adjusted pursuant to Section 5.1 above, the delivery pressure charge, the Union Dawn Receipt Point Surcharge and the Abandonment Charge payable by Customer pursuant to Subsections 3.1(b), 3.1(c) and 3.1(e) hereof shall also be adjusted.

The delivery pressure charge shall be reduced by an amount equal to the applicable Delivery Pressure Daily Demand Toll multiplied by the difference between the quantity of gas which

TCPL actually delivered to Customer on such day and the quantity which such Customer in good faith nominated for delivery on such day.

The Union Dawn Receipt Point Surcharge shall be reduced by an amount equal to the applicable Union Dawn Receipt Point Daily Demand Toll multiplied by the difference between the quantity of gas which TCPL actually transported from the Union Dawn receipt point on such day and the quantity which such Customer in good faith nominated for transport on such day.

The Abandonment Charge shall be reduced by an amount equal to the applicable Daily Abandonment Surcharge multiplied by the difference between the quantity of gas which TCPL actually delivered to Customer on such day, and the quantity of gas which such Customer in good faith nominated for delivery on such day.

6. ALTERNATE RECEIPT AND DIVERSION OF GAS

- 6.1 (a) TCPL will post on its website the eligible Alternate Receipt and/or Diversion point(s) or delivery area(s) for System Segments, which may be updated from time to time for new receipt and delivery point combinations.
- (b) Subject to the provisions herein, Customer shall have the right to nominate an Alternate Receipt and/or a Diversion from/to points or delivery areas posted pursuant to Subsection 6.1(a) in the manner provided herein.
- (c) The aggregate of all nominations for delivery hereunder shall not exceed the Contract Demand under Customer's Contract.
- (d) Customer shall not be entitled to nominate a Diversion to a delivery point or delivery area which is upstream of the receipt point specified in Customer's Contract or upstream of the Alternate Receipt point.
- (e) Customer shall not be entitled to nominate an Alternate Receipt from a receipt point that is upstream of the receipt point specified in Customer's Contract or is downstream of the delivery point or delivery area specified in Customer's Contract.
- (f) For the purpose of Section XVI of the General Terms and Conditions, Alternate Receipts and Diversions shall be equivalent to service under an STS Contract.

6.2 Any nomination by Customer for an Alternate Receipt and/or a Diversion under Customer's Contract must be received by TCPL's Gas Control Department at the time specified pursuant to Section XXII of the General Terms and Conditions.

6.3 TCPL shall have the right to not accept a nomination made pursuant to Section 6.2 hereof or to accept only a portion of the quantities so nominated if the Alternate Receipt and/or Diversion nominated would negatively impact TCPL's ability to provide those transportation services which, pursuant to Section XV of the General Terms and Conditions, have a priority of service which is higher than that of the Alternate Receipt and/or the Diversion nominated by Customer or if such Alternate Receipt and/or Diversion would otherwise be immediately curtailed pursuant to Subsection (c) of Section XV of the General Terms and Conditions. TCPL shall have the right to curtail Alternate Receipts and/or Diversions in accordance with Section XV of the General Terms and Conditions.

6.4. Alternate Receipt and Diversions Return Home

In the event that TCPL does not accept a nomination for an Alternate Receipt and/or a Diversion pursuant to Sections 6.2 and 6.3 hereof, or accepts only a portion of the quantity so nominated, then TCPL shall exercise reasonable efforts to allow Customer to renominate the receipt point and/or delivery point or delivery area specified in Customer's Contract. TCPL shall have the right to reject any such renomination, or to accept only a portion of the quantity so renominated, if the renomination would negatively impact any other authorized transportation service.

In any event, Customer shall pay the Daily Demand Toll based on the receipt point and delivery point or area specified in Customer's Contract for the entire quantity set out in an Alternate Receipt and/or a Diversion nomination which was rejected by TCPL pursuant to Section 6.3 hereof.

(a) In addition to the charges payable pursuant to Subsections 3.1(a) and (d) above, Customer shall pay TCPL for all Alternate Receipts and Diversions, a charge equal to the aggregate of:

(i) the product obtained by multiplying the amount, if any, by which the Daily Demand Toll, applicable from the Alternate Receipt point to the delivery point or delivery area specified in Customer's Contract, exceeds the

applicable Daily Demand Toll from the receipt point to the delivery point or area which are specified in Customer's Contract, by Customer's Authorized Quantity; and

- (ii) the product obtained by multiplying the amount, if any, by which the Daily Demand Toll, applicable from the receipt point specified in the Customer's Contract to the Diversion point, exceeds the applicable Daily Demand Toll from the receipt point to the delivery point or area which are specified in Customer's Contract, by Customer's Authorized Quantity.
- (b) If the gas is diverted hereunder to a delivery point at which a delivery pressure charge has been approved by the CER and no delivery pressure charge exists for the delivery point specified in Customer's Contract, then Customer shall pay TCPL, in addition to the charges provided above, an amount equal to the applicable Delivery Pressure Toll multiplied by Customer's total Diversion quantity at such delivery point for such month (a "Point Diversion Delivery Pressure Charge"). If a delivery pressure charge exists at the delivery point specified in Customer's Contract, then Customer shall pay TCPL, in addition to the delivery pressure charge described in Subsection 3.1(b) above, an amount (a "Point Diversion Delivery Charge") equal to the product obtained by multiplying Customer's total Diversion quantity at the delivery point which is the subject of the Diversion multiplied by that amount, if any, by which the Delivery Pressure Toll at the delivery point which is the subject of the Diversion exceeds the delivery pressure toll at the delivery point specified in Customer's Contract.

The total delivery pressure charge for Diversion quantities shall be the sum of the Point Diversion Delivery Pressure Charges at all applicable delivery points plus the delivery pressure charge, if any, payable pursuant to Subsection 3.1(b) above.

- (c) If Customer nominates the Union Dawn receipt point as an Alternate Receipt point, then Customer shall pay to TCPL, in addition to any other applicable charges, the Union Dawn Receipt Point Surcharge for service from the Union Dawn receipt point.
- (d) In addition to the charges payable pursuant to Subsection 3.1(e), Customer shall pay to TCPL for all Alternate Receipts and Diversions, a charge equal to the aggregate of:

- (i) the product obtained by multiplying the amount, if any, by which the Daily Abandonment Surcharge, applicable from the Alternate Receipt point to the delivery point or area specified in Customer's Contract, exceeds the applicable Daily Abandonment Surcharge from the receipt point to the delivery point or area which are specified in Customer's Contract, by Customer's Authorized Quantity, and
- (ii) the product obtained by multiplying the amount, if any, by which the Daily Abandonment Surcharge, applicable from the receipt point specified in the Customer's Contract to the Diversion point, exceeds the applicable Daily Abandonment Surcharge from the receipt point to the delivery point or area which are specified in the Customer's Contract, by Customer's Authorized Quantity.

7. ASSIGNMENT

- 7.1 Any company which shall succeed by purchase, merger or consolidation to the properties, substantially or in entirety, of Customer or of TCPL, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under any Contract into which this Toll Schedule is incorporated and any related contracts. Further, either Customer or TCPL may, without relieving itself of its obligations under any Contract into which this Toll Schedule is incorporated (unless consented to by the other party which consent shall not be unreasonably withheld), assign any of its rights and obligations thereunder to another party. Nothing herein shall in any way prevent either party to such Contract from pledging or mortgaging its rights thereunder as security for its indebtedness. Such Contract shall be binding upon and shall inure to the benefit of the respective successors and assigns of the parties thereto. No assignment hereunder in respect of a service which has already resulted in a reduction of the affected distributor's Contract Demand shall entitle such distributor to any further reduction in its Contract Demand.
- 7.2 Assignments at a discount negotiated between assignors and assignees are permitted, provided that the approved toll continues to be paid to TCPL.
- 7.3 Save as herein provided, assignments of any Contracts into which this Toll Schedule is incorporated are expressly prohibited.

8. RENEWAL RIGHTS

- 8.1 Customer shall not be entitled to renew any Non-Renewable Firm Transportation Service Contract or any portion of service thereunder.

9. TEMPORARY RECEIPT AND/OR DELIVERY POINT(S)

- 9.1 Upon receipt of a written request from Customer, TCPL may, in its sole discretion, allow Customer to temporarily change the receipt and/or delivery point(s) under a Contract. Such a temporary change in receipt and/or delivery point(s), once authorized by TCPL, shall apply for a minimum duration of three (3) months and shall not exceed the remaining term of the Contract.

- 9.2 Customer's limited entitlement to obtain temporary receipt and/or delivery point(s) may apply to the full Contract Demand specified in the Contract, or any portion thereof.

- 9.3 For transportation service from a temporary receipt point and/or to a temporary delivery point, Customer shall pay the following:

- (a) the greater of each of the FT Monthly Demand Toll and the Monthly Abandonment Surcharge, that apply from the:
 - (i) original receipt point to the original delivery point specified in the Contract;
 - (ii) original receipt point to the temporary delivery point;
 - (iii) temporary receipt point to the original delivery point; or
 - (iv) temporary receipt point to the temporary delivery point;

as the case may be.

- (b) the greater of the Delivery Pressure Monthly Demand Toll applicable to the original delivery point specified in the Contract and the Delivery Pressure Monthly Demand Toll which applies to the temporary delivery point, plus any fuel related to the delivery pressure; and

- (c) the Union Dawn Receipt Point Monthly Surcharge, provided however:

- (i) if Customer temporarily changes all or a portion of its Contract Demand from the Union Dawn receipt point to any other receipt point, the Contract

Demand for the purposes of determining the Union Dawn Receipt Point Surcharge shall be Customer's original Contract Demand at the Union Dawn receipt point notwithstanding any temporary changes of all or a portion of such Contract Demand to any other receipt point; and

- (ii) if Customer temporarily changes all or a portion of its Contract Demand from a receipt point other than the Union Dawn receipt point to the Union Dawn receipt point, the Contract Demand for the purposes of determining the Union Dawn Receipt Point Surcharge shall be the portion of such Contract Demand temporarily changed to the Union Dawn receipt point.

9.4 The Demand charges set out in Subsections 9.3a), b) and c) above are payable by Customer notwithstanding any failure by Customer during such month, for any reason whatsoever, including force majeure or a default by Customer under Section 2.1 hereof, to deliver Customer's Receipt Gas to TCPL at the temporary receipt point.

9.5 Customer shall pay for or provide, on a daily basis, a quantity of fuel based on the applicable monthly fuel ratio established by TCPL for transportation for the quantity of gas delivered after giving effect to the temporary receipt and/or delivery point(s).

9.6 Upon acceptance by TCPL of Customer's request for a temporary receipt or delivery point, transportation service hereunder shall be firm in accordance with Section 2.1 of this FT-NR Toll Schedule.

10. MISCELLANEOUS PROVISIONS

10.1 The General Terms and Conditions and the List of Tolls of the Tariff, as amended from time to time, are applicable to this Toll Schedule and are hereby made a part hereof. If there is any conflict between the provisions of this Toll Schedule and the General Terms and Conditions, the provisions of this Toll Schedule shall prevail.

10.2 This Toll Schedule, the List of Tolls and the General Terms and Conditions are subject to the provisions of the CER Act or any other legislation passed in amendment thereof or substitution therefor.

10.3 This Toll Schedule together with the provisions of the General Terms and Conditions supercedes and replaces all previous Toll Schedules applicable to the Contract.

**ENERGY DEFICIENT GAS ALLOWANCE SERVICE
(EDGA) TOLL SCHEDULE**

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1. DEFINITIONS

1.1. For the purposes of the Energy Deficient Gas Allowance Service (EDGA Service) Toll Schedule, the following terms shall be defined as:

- (a) “Daily Energy Deficiency Quantity” shall mean an amount calculated on any day where the average Gross Heating Value of gas received from IFO is less than the Gross Heating Value as set out in Section V (2) of the General Terms and Conditions of the Tariff as follows:

$$\text{DEDQ} = [A/B * C] - C$$

where:

“DEDQ” = the Daily Energy Deficiency Quantity for such day;

“A” = the minimum Gross Heating Value of gas as set out in Section V (2) of the General Terms & Conditions of the Tariff;

“B” = the average Gross Heating Value of gas received from IFO at the receipt point pursuant to service under this EDGA Toll Schedule for such day; and

“C” = the quantity of gas received at the receipt point in GJs for such day.

- (b) “Deadline” shall mean 5:00 PM CCT on the 31st day of May of any year.

- (c) “Gas Price” shall mean

- (i) for a receipt point at Empress or a receipt point in Saskatchewan, an amount equal to the NGX AECO C/N.I.T. One-Month Spot average price in \$Canadian/GJ as specified in the Canadian Gas Price Reporter (CGPR) plus the daily equivalent of the applicable Firm Transportation Delivery (FT-D) demand rate on the NGTL pipeline system at the Empress border; and
- (ii) for any other receipt point an amount equal to the Dawn One-Month Spot average price in \$Canadian/GJ as specified in the CGPR.

- (d) “IFO” shall mean the operator of a facility interconnecting with a TCPL receipt point.
- (e) “Integrated System” shall mean TCPL’s Mainline gas transmission system and TCPL’s transportation service entitlements on Other Pipelines.
- (f) Maximum Daily Energy Deficiency shall have the meaning ascribed thereto in Section 2.1 of the IFO’s EDGA Contract.
- (g) “Monthly Energy Deficiency Quantity” shall mean the sum of the Daily Energy Deficiency Quantities for each day of such month.

2. AVAILABILITY

2.1 Any IFO shall be eligible to receive service under this EDGA Toll Schedule provided such IFO:

- (a) has entered into an EDGA Contract for a period not to exceed one (1) year and ending on the last day of a year;
- (b) has provided for any additional facilities required to provide service under this EDGA Toll Schedule at the receipt point; and
- (c) has provided TCPL with financial assurances as required by TCPL pursuant to Section XXIII of the General Terms and Conditions of the Tariff.

2.2 If at any time TCPL determines, in its sole discretion, that it is no longer able to provide service under this EDGA Toll Schedule for any reason whatsoever, TCPL may terminate this service by providing six (6) months prior written notice of such termination.

2.3 Notwithstanding Section 2.2 TCPL may at any time, in its sole discretion, immediately and without notice to the IFO suspend service under this EDGA Toll Schedule if TCPL determines that:

- (a) continuation of such service may cause injury, damage to or compromise the operation or integrity of the Integrated System; or
- (b) the Gross Heating Value of gas received from IFO at the receipt point is less than the minimum Gross Heating Value as set out in Subsection 3.2 (a); or

- (c) the Daily Energy Deficiency Quantity exceeds the Maximum Daily Energy Deficiency Quantity set out in the EDGA Contract; or
- (d) continuation of such service interferes with TCPL's ability to meet any of its delivery obligations.

Suspension of service under this EDGA Toll Schedule shall not relieve IFO from any obligation to pay any rate, toll, charge or other amount payable to TCPL.

- 2.4 TCPL may in its sole discretion choose not to suspend or may lift the suspension of service under this EDGA Toll Schedule if the IFO pays TCPL for any and all charges and expenses incurred or which may be incurred by TCPL to remedy any of the reasons for suspension set out in Section 2.3.

3. APPLICABILITY AND CHARACTER OF SERVICE UNDER THIS EDGA TOLL SCHEDULE

- 3.1 Subject to the terms of this EDGA Toll Schedule and the EDGA Contract as each may be amended from time to time, an IFO shall be entitled to provide gas with a minimum Gross Heating Value as set out in Section 3.2 for transportation on the Integrated System.
- 3.2 Upon the Date of Commencement of an EDGA Contract, an IFO may provide TCPL with gas with a Gross Heating Value less than the Gross Heating Value set out in Section V (2) of the General Terms & Conditions, provided that:
- (a) such gas has a minimum Gross Heating Value of 34 MJ/m³; and
 - (b) the Daily Energy Deficiency Quantity does not exceed the Maximum Daily Energy Deficiency Quantity set out in the EDGA Contract.

4. MONTHLY BILL

- 4.1 The monthly bill payable to TCPL for service under this EDGA Toll Schedule shall be the sum of a capacity charge and a fuel charge each determined as follows:

(a) **Capacity Charge**

For each month the capacity charge shall be equal to the product of the applicable Monthly Energy Deficiency Quantity and the applicable EDGA Capacity Charge specified in TCPL's List of Tolls.

(b) **Fuel Charge**

For each month the fuel charge shall be equal to the product of the applicable Monthly Energy Deficiency Quantity, the applicable fuel ratio specified in TCPL's List of Tolls and the applicable Gas Price.

5. OBTAINING ENERGY DEFICIENT GAS ALLOWANCE

5.1 An IFO may request service under this EDGA Toll Schedule by submitting a completed EDGA Service Bid Form, included as Appendix "A" to this EDGA Toll Schedule, on or before the Deadline for service commencing on the first day of January of the next calendar year.

5.2 TCPL shall evaluate all requests received by the Deadline and allocate service under this EDGA Toll Schedule as follows:

(a) First, to IFOs who have a valid EDGA Contract for the current year, a Maximum Daily Energy Deficiency Quantity equal to the least of:

(i) the IFO's highest actual Daily Energy Deficiency Quantity of the previous twelve (12) months;

(ii) the requested Maximum Daily Energy Deficiency Quantity set out in the IFO's EDGA Service Bid Form; or

(iii) the Maximum Daily Energy Deficiency Quantity set out in the IFO's current EDGA Contract.

(b) Second, to IFO's requesting service under this EDGA Toll Schedule who do not currently have an EDGA Contract and to any request for EDGA Service by a current EDGA Contract holder that was only partially met in Subsection 5.2(a).

- 5.3 If TCPL, in its sole discretion, determines that TCPL cannot meet the total requested Maximum Daily Energy Deficiency Quantity in either Subsection 5.2(a) or 5.2(b), TCPL shall allocate service on a pro rata basis based on the requested Maximum Daily Energy Deficiency Quantity.
- 5.4 Any EDGA Contract received by TCPL after the Deadline or that has not been fully completed may, in TCPL's sole discretion, be rejected.

6. MISCELLANEOUS PROVISIONS

- 6.1 The General Terms and Conditions and the List of Tolls of the Tariff, as amended from time to time, are applicable to this Toll Schedule and are hereby made a part hereof. If there is any conflict between the provisions of this Toll Schedule and the General Terms & Conditions, the provisions of this Toll Schedule shall prevail.
- 6.2 This Toll Schedule, the List of Tolls and the General Terms and Conditions are subject to the provisions of the CER Act or any other legislation passed in amendment thereof or substitution therefor.
- 6.3 This Toll Schedule together with the provisions of the General Terms and Conditions supercedes and replaces all previous Toll Schedules applicable to the EDGA Contract.

APPENDIX "A": EDGA SERVICE BID FORM

Receipt point: _____

Date of Commencement: _____

ESTIMATED GROSS HEATING VALUE

Estimated average Gross Heating Value _____ MJ/m³

Estimated minimum Gross Heating Value _____ MJ/m³

ESTIMATED DAILY QUANTITY OF GAS

Estimated daily maximum quantity of gas at receipt point _____ GJ/Day

Estimated daily average quantity of gas at receipt point _____ GJ/Day

DAILY ENERGY DEFICIENCY QUANTITY

Requested Maximum Daily Energy Deficiency Quantity _____ GJ/Day

EDGA Service Applicant Contact

Name: _____

Address: _____

Telephone: _____ Fax: _____ Email: _____

The EDGA Service Bid Form shall be subject to the General Terms and Conditions, the EDGA Toll Schedule and List of Tolls of the Tariff.

Dated this _____ Day of _____, _____.

Service Applicant: _____

Signed: _____

Name: _____

Title: _____

Signed: _____

Name: _____

Title: _____

FIRM TRANSPORTATION SHORT NOTICE SERVICE

FT-SN TOLL SCHEDULE

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1. AVAILABILITY

1.1 Any Customer shall be eligible to receive service pursuant to this Toll Schedule provided that:

- (a) Customer has entered into a Firm Transportation Short Notice (FT-SN) Service Contract (the "Contract") with TCPL having a minimum term of 1 year; or has obtained an Order of the CER, pursuant to Subsection 239(2) of the CER Act as amended from time to time ("239(2) Order"), requiring TCPL to transport gas for Customer subject to the provisions of this Toll Schedule and to the terms and conditions contained in the 239(2) Order;
- (b) Customer has pipeline facilities interconnecting with TCPL's facilities at the delivery point specified in the Contract, or has provided TCPL with adequate assurances that arrangements have been made to have an authorized gas distribution or transmission company act as Customer's agent in receiving from TCPL the gas to be delivered pursuant to this Toll Schedule;
- (c) the delivery point specified in the Contract has flow control facilities that are operated by TCPL;
- (d) the delivery point specified in the Contract is in a distributor delivery area or is an export delivery point that is available only for transportation service pursuant to Short Notice Service; and
- (e) Customer has provided TCPL with financial assurances as required by TCPL pursuant to Section XXIII of the General Terms and Conditions referred to in Section 11 hereof.

1.2 Facilities Construction Policy

In order to provide service pursuant to this Toll Schedule, TCPL utilizes capacity available from its own gas transmission system and from its firm transportation service entitlement on Other Pipelines (the "Combined Capacity"). If a request for service pursuant to this Toll Schedule (the "Requested Service") requires an increase to the Combined Capacity, TCPL is

prepared to use all reasonable efforts to enable it to increase the Combined Capacity to the extent necessary provided that:

- (a) there is reasonable expectation of a long term requirement for the increase in the Combined Capacity;
- (b) the Contract term shall be a minimum term of fifteen (15) years from the New Service Start Date as defined in Section 1.1 of TAPs;
- (c) the CER approves the additional facilities and/or transportation services necessary to increase the Combined Capacity; and
- (d) the availability provisions of Section 1.1 hereof are satisfied with respect to the Requested Service.

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 On each Day during the term of the Contract, Customer shall be entitled to request service for a quantity of gas equal to or less than the Contract Demand less any quantity of gas nominated for such Day for a Diversion and/or Alternate Receipt (Customer's "Reservation Entitlement") hereunder. Nominations for service shall be made pursuant to Section XXII of the General Terms & Conditions. Service hereunder shall not be subject to curtailment or interruption except as provided in Section XI and Section XIV of the General Terms and Conditions; provided however, that if Customer fails to provide on an ongoing and timely basis to TCPL satisfactory evidence of its right to remove from the province of production all or any part of the quantities of gas to be transported by TCPL under the Contract, Customer shall be in default hereunder (the "Default") to the extent of the daily quantity not authorized for removal from the province of production as aforesaid (the "Default Quantity"), and TCPL shall be entitled to immediately suspend service for a quantity up to, and including, the Default Quantity until such time as Customer remedies the Default. TCPL shall terminate any such suspension and resume service as to that part of the Default Quantity in respect of which the Default has been remedied.
- 2.2 Customer shall not, without TCPL's consent, deliver gas to the receipt point or receive gas from the delivery point, each as specified in the Contract, at an hourly rate of flow in excess of five percent (5%) of Reservation Entitlement.

3. MONTHLY BILL

- 3.1 The monthly bill payable to TCPL for service hereunder shall include the aggregate of the demand charge in effect during the billing month for transportation service, the Abandonment Charge and, where applicable, the demand charge for delivery pressure service and the Union Dawn Receipt Point Surcharge and shall be calculated by applying, as follows, the applicable tolls as approved by the CER (as set forth in the List of Tolls referred to in Section 10 hereof):

(a) **Demand Charge**

For each month, the demand charge for transportation service shall be equal to the applicable monthly FT-SN Demand Toll multiplied by Customer's Contract Demand. If Customer's Contract Demand changes during a month, then a weighted average daily Contract Demand shall be determined for such month and shall be used to calculate the demand charge for such month. The said demand charge is payable by Customer notwithstanding any failure by Customer during such month, for any reason whatsoever including force majeure or a Default by Customer under Section 2.1 hereof, to deliver quantities of gas authorized to TCPL at the receipt point.

(b) **Delivery Pressure Service**

For each month, the demand charge for delivery pressure service at each delivery point at which a toll for delivery pressure has been set shall be equal to the applicable Delivery Pressure Monthly Demand Toll multiplied by Customer's Contract Demand in effect at each such delivery point. If Customer's Contract Demand changes during a month, then a weighted average daily Contract Demand shall be determined for such month and shall be used to calculate the demand charge for such month. The said demand charge is payable by Customer notwithstanding any failure by Customer during such month, for any reason whatsoever including force majeure or a Default by Customer under Section 2.1 hereof, to deliver quantities of gas authorized to TCPL at the receipt point.

(c) **Union Dawn Receipt Point Surcharge**

Each month, Customer shall pay the Union Dawn Receipt Point Surcharge for service from the Union Dawn Receipt Point notwithstanding any failure by Customer during such month, for any reason whatsoever including force majeure or a default by Customer under Section 2.1 hereof, to deliver Customer's Authorized Quantity to TCPL at the receipt point.

(d) **Fuel**

For each month, a Customer shall provide, on a daily basis, a quantity of fuel in accordance with Section IV (1)(a) of the General Terms and Conditions.

(e) **Abandonment Charge**

Each month, Customer shall pay to TCPL an Abandonment Charge determined by multiplying Customer's Contract Demand by the applicable Monthly Abandonment Surcharge. If Customer's Contract Demand changes during a month, then a weighted average daily Contract Demand shall be determined for such month and shall be used to calculate the Abandonment Charge for such month. The Abandonment Charge is payable by Customer notwithstanding any failure by Customer during such month, for any reason whatsoever including force majeure or a default by Customer under Section 2.1 hereof, to deliver Customer's Authorized Quantity to TCPL at the receipt point.

4. MINIMUM BILL

- 4.1 The minimum monthly bill for service hereunder shall be the sum of the charges determined in Subsections 3.1 (a), 3.1 (e) and (if applicable) Subsections 3.1 (b) and 3.1 (c) hereof, after giving effect to any adjustment pursuant to Section 5 hereof.

5. DEMAND CHARGE ADJUSTMENTS

- 5.1 If during any Day, TCPL fails to deliver the quantity of gas requested by Customer up to the Contract Demand, for any reason related solely to TCPL's operations, including an event of force majeure occurring on any of the pipeline systems of TCPL and Other Pipelines, then the monthly demand charge shall be reduced by an amount equal to the applicable Daily

Demand Toll multiplied by the difference between the quantity of Reservation Entitlement that Customer would otherwise have, and the Reservation Entitlement for such Day. If TCPL refuses to accept deliveries of Customer's gas or curtails receipts from or deliveries to Customer pursuant to Paragraph 8 (Energy Imbalance Recovery) of Section XXII of the General Terms and Conditions, then there shall be no corresponding reduction in the monthly demand charge to Customer. Notwithstanding the foregoing, if the quantity of gas which TCPL fails to deliver is the subject of an accepted nomination for a Diversion and/or an Alternate Receipt, then TCPL shall only be obligated to reduce the monthly demand charge if such Diversion is a Diversion and/or such Alternate Receipt is of the nature described in Subsection (e)(ii) in Section XV of the General Terms and Conditions and in all other cases there shall be no reduction in the monthly demand charge.

- 5.2 For any day on which transportation service charges are adjusted pursuant to Section 5.1 above, the delivery pressure charge, the Union Dawn Receipt Point Surcharge and the Abandonment Charge payable by Customer pursuant to Subsections 3.1(b), 3.1(c) and 3.1(e) hereof shall also be adjusted.

The delivery pressure charge shall be reduced by an amount equal to the applicable Delivery Pressure Daily Demand Toll multiplied by the difference between the quantity of gas which TCPL actually delivered to Customer on such day and the quantity which such Customer in good faith nominated for delivery on such day.

The Union Dawn Receipt Point Surcharge shall be reduced by an amount equal to the applicable Union Dawn Receipt Point Daily Demand Toll multiplied by the difference between the quantity of gas which TCPL actually transported from the Union Dawn receipt point on such day and the quantity which such Customer in good faith nominated for transport on such day.

The Abandonment Charge shall be reduced by an amount equal to the applicable Daily Abandonment Surcharge multiplied by the difference between the quantity of Reservation Entitlement that Customer would otherwise have, and the Reservation Entitlement for such Day.

6. ALTERNATE RECEIPT AND DIVERSION OF GAS

- 6.1 (a) TCPL will post on its website the eligible Alternate Receipt and/or Diversion point(s) or delivery area(s) for System Segments, which may be updated from time to time for new receipt and delivery point combinations.
- (b) Subject to the provisions herein, Customer shall have the right to nominate an Alternate Receipt and/or Diversion from/to points or delivery areas posted pursuant to Subsection 6.1(a) in the manner provided herein.
- (c) The aggregate of all nominations for delivery under this toll schedule shall not exceed the Contract Demand under Customer's Contract.
- (d) Customer shall not be entitled to nominate a Diversion to a delivery point or delivery area which is upstream of the receipt point specified in Customer's Contract or upstream of the Alternate Receipt point.
- (e) Customer shall not be entitled to nominate an Alternate Receipt from a receipt point that is upstream of the receipt point specified in Customer's Contract or is downstream of the delivery point or delivery area specified in Customer's Contract.
- (f) For the purpose of Section XVI of the General Terms and Conditions, Alternate Receipts and Diversions shall be equivalent to service under an STS Contract.
- 6.2 Any nomination by Customer for an Alternate Receipt and/or a Diversion under Customer's Contract must be received by TCPL's Gas Control Department at the time specified pursuant to Section XXII of the General Terms and Conditions.
- 6.3 TCPL shall have the right to not accept a nomination made pursuant to Section 6.2 hereof or to accept only a portion of the quantities so nominated if the Alternate Receipt and/or Diversion requested would negatively impact TCPL's ability to provide those transportation services which, pursuant to Section XV of the General Terms and Conditions, have a priority of service which is higher than that of the Alternate Receipt and/or Diversion nominated by Customer or if such Alternate Receipt and/or Diversion would otherwise be immediately curtailed pursuant to Subsection (c) of Section XV of the General Terms and Conditions.

TCPL shall have the right to curtail Alternate Receipts and/or Diversions in accordance with Section XV of the General Terms and Conditions.

6.4 Alternate Receipts and Diversions Return Home

In the event that TCPL does not accept a nomination for an Alternate Receipt and/or Diversion pursuant to Sections 6.2, and 6.3 hereof, or accepts only a portion of the quantity so nominated, then TCPL shall exercise reasonable efforts to allow Customer to renominate to the receipt point and/or delivery point specified in Customer's Contract. TCPL shall have the right to reject any such renomination, or to accept only a portion of the quantity so renominated, if the renomination would negatively impact any other authorized transportation service. In any event, Customer shall pay the FT-SN Daily Demand Toll based on the receipt point and delivery point or area specified in Customer's Contract for the entire quantity set out in an Alternate Receipt and/or Diversion nomination which was rejected by TCPL pursuant to Section 6.3 hereof.

- (a) In addition to the charges payable pursuant to Subsections 3.1(a), (b) and (c) above, Customer shall pay TCPL for all Alternate Receipts and Diversions, a charge equal to the aggregate of:
 - (i) the product obtained by multiplying the amount, if any, by which the FT Daily Demand Toll, applicable from the Alternate Receipt point to the delivery point or area specified in Customer's Contract, exceeds the applicable FT Daily Demand Toll from the receipt point to the delivery point or area which are specified in Customer's Contract, by Customer's Authorized Quantity, and
 - (ii) the product obtained by multiplying the amount, if any, by which the FT Daily Demand Toll, applicable from the receipt point specified in the Customer's Contract to the Diversion point, exceeds the applicable FT Daily Demand Toll from the receipt point to the delivery point or area which are specified in the Customer's Contract, by Customer's Authorized Quantity.
- (b) If the gas is diverted hereunder to a delivery point at which a delivery pressure charge has been approved by the CER and no delivery pressure charge exists for the

delivery point specified in Customer's Contract, then Customer shall pay TCPL, in addition to the charges provided above, an amount equal to the applicable Delivery Pressure Toll multiplied by Customer's total Diversion quantity at such delivery point for such month (a "Point Diversion Delivery Pressure Charge"). If a delivery pressure charge exists at the delivery point specified in Customer's Contract, then Customer shall pay TCPL, in addition to the delivery pressure charge described in Subsection 3.1(b) above, an amount (a "Point Diversion Delivery Charge") equal to the product obtained by multiplying Customer's total Diversion quantity at the delivery point which is the subject of the Diversion multiplied by that amount, if any, by which the Delivery Pressure Toll at the delivery point which is the subject of the Diversion exceeds the delivery pressure toll at the delivery point specified in Customer's Contract.

The total delivery pressure charge for Diversion quantities shall be the sum of the Point Diversion Delivery Pressure Charges at all applicable delivery points plus the delivery pressure charge, if any, payable pursuant to Subsection 3.1(b) above.

- (c) If Customer nominates Union Dawn receipt point as an Alternate Receipt point, then Customer shall pay to TCPL, in addition to any other applicable charges, the Union Dawn Receipt Point Surcharge for service from the Union Dawn receipt point.
- (d) In addition to the charges payable pursuant to Subsection 3.1(e), Customer shall pay to TCPL for all Alternate Receipts and Diversions, a charge equal to the aggregate of:
 - (i) the product obtained by multiplying the amount, if any, by which the Daily Abandonment Surcharge, applicable from the Alternate Receipt point to the delivery point or area specified in Customer's Contract, exceeds the applicable Daily Abandonment Surcharge from the receipt point to the delivery point or area which are specified in Customer's Contract, by Customer's Authorized Quantity, and
 - (ii) the product obtained by multiplying the amount, if any, by which the Daily Abandonment Surcharge, applicable from the receipt point specified in the Customer's Contract to the Diversion point, exceeds the applicable Daily Abandonment Surcharge from the receipt point to the delivery point or area

which are specified in the Customer's Contract, by Customer's Authorized Quantity.

7. ASSIGNMENT

- 7.1 Any company which shall succeed by purchase, merger or consolidation to the properties, substantially or in entirety, of Customer or of TCPL, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under any Contract into which this Toll Schedule is incorporated and any related contracts. Further, either Customer or TCPL may, without relieving itself of its obligations under any Contract into which this Toll Schedule is incorporated (unless consented to by the other party which consent shall not be unreasonably withheld), assign any of its rights and obligations thereunder to another party. Nothing herein shall in any way prevent either party to such Contract from pledging or mortgaging its rights thereunder as security for its indebtedness. Such Contract shall be binding upon and shall inure to the benefit of the respective successors and assigns of the parties thereto. No assignment hereunder in respect of a service which has already resulted in a reduction of the affected distributor's Contract Demand shall entitle such distributor to any further reduction in its Contract Demand.
- 7.2 Assignments at a discount negotiated between assignors and assignees are permitted, provided that the approved toll continues to be paid to TCPL.
- 7.3 Prior to the effective date of any assignment of any Contract subject to Subsection XXIII(3)(b) of the General Terms and Conditions of the Tariff, assignee shall as requested by TCPL, execute an assignment of any related Financial Assurances Agreements (as defined in Subsection 5.4(c)(ii) of the Transportation Access Procedures) or execute a new Financial Assurances Agreement.
- 7.4 Save as herein provided, assignments of any Contracts into which this Toll Schedule is incorporated are expressly prohibited.

8. RENEWAL RIGHTS

- 8.1 Subject to Sections 8.4 and 8.5 and pursuant to any Contract into which this FT-SN Toll Schedule is incorporated and which Contract has been determined by TCPL to be serving a long term market, and subject to the following conditions, Customer shall have the option

(the "Renewal Option") of extending the existing term (the "Existing Term") of the Contract for a period of either (the "Renewal Term"): i) one or more annual periods ending on the same calendar date as the expiry of the Existing Term; or ii) if Customer requests a service termination date of October 31, one or more annual periods of twelve (12) consecutive full months plus the number of consecutive days necessary to extend the Existing Term to the requested October 31. Customer shall also have the option of revising the Contract Demand to a level no greater than the Contract Demand set out in the Contract (the "Renewal CD"). The Renewal Option and the Renewal CD shall be subject to the following conditions:

- (a) TCPL receives written notice from Customer of Customer's election to exercise the Renewal Option which sets out the term and Contract Demand of such renewal (the "Renewal Provisions") no less than twenty-four (24) consecutive months before the termination date which would otherwise prevail under the Contract; and

Temporary Subsection 8.1(a):

Until October 31, 2026, subsection 8.1(a) above will temporarily be suspended and will be replaced with the following subsection 8.1(a):

- (a) TCPL receives written notice from Customer of Customer's election to exercise the Renewal Option which sets out the term and Contract Demand of such renewal (the "Renewal Provisions") no less than twelve (12) consecutive months before the termination date which would otherwise prevail under the Contract; and

For clarity, this paragraph 8.1(a) is only applicable to Customer's Contract for which the ability to exercise the Renewal Option has not previously expired prior to the effective date of this temporary subsection as a result of the application of Section 8.1 and Section 8.5.

- (b) Customer supplies TCPL at the time of such notice with evidence satisfactory to TCPL that Customer will meet the availability provisions of the FT-SN Toll Schedule in respect of the Renewal Provisions prior to the commencement of the Renewal Term.

TCPL may accept late notice of Customer's election to exercise the Renewal Option if TCPL, in its sole discretion, determines that TCPL will have the required capacity available after providing capacity for all of TCPL's obligations pursuant to prior outstanding requests from Customer and/or others, that such renewal will not adversely impact TCPL's system operations and that all of the costs for providing this service will be covered by TCPL's tolls. Contracts may be revised as of the effective renewal date to adhere to the then current Pro Forma Firm Transportation Service Contract.

Customer may exercise the Renewal Option more than one time provided that the conditions found in this Section 8.1 and 8.2 hereof are met upon each and every exercise of the Renewal Option.

8.2 Provided TCPL has either received timely notice as provided in Subsection 8.1(a) above from Customer of Customer's election to exercise the Renewal Option, or accepted late notice from Customer of its election to exercise the Renewal Option, and provided that Customer has met the availability provisions of the FT-SN Toll Schedule in respect of the Renewal Provisions, the Contract shall be amended as follows:

- (a) the Contract Demand set out in the Contract shall be revised to the level specified in the Renewal Provisions, effective as of the commencement of the Renewal Term; and
- (b) the term of the Contract shall be extended to that specified in the Renewal Provisions, effective as of the expiry of the Existing Term.

8.3 All renewals shall be stated in GJ.

8.4 If at any time TCPL determines, acting reasonably, that:

- (a) new or additional pipeline facilities are required to increase the Combined Capacity or capabilities of the system ("Expansion Facilities"); and
- (b) the estimated cost of such Expansion Facilities will exceed \$20 million;

TCPL will provide notice of a term-up requirement ("Term-up Notice") to Customer if TCPL determines Customer's Contract may impact the design of the Expansion Facilities.

- 8.5 Upon receipt of the Term-up Notice Customer may elect, within sixty (60) days of receipt of the Term-up Notice, to extend the Existing Term of the Contract for all or a portion of the Contract Demand for an additional period such that the new service termination date of the Contract shall be no less than five (5) years after the expected New Service Start Date (as defined in Section 1.1 of TAPs) of the Expansion Facilities. If a Customer does not elect to extend its Existing Term within such sixty (60) day period, the Customer shall no longer be entitled to renew the Contract pursuant to Section 8.1 and the Contract shall expire at the end of the Existing Term.

9. TEMPORARY RECEIPT AND/OR DELIVERY POINT

- 9.1 Upon receipt of a written request from Customer, TCPL may, in its sole discretion, allow Customer to temporarily change the receipt and/or delivery point under a Contract. Such a temporary change in receipt and/or delivery point, once authorized by TCPL, shall apply for a minimum duration of 3 months and shall not exceed the remaining term of the Contract.
- 9.2 Customer's limited entitlement to obtain temporary receipt and/or delivery point may apply to the full Contract Demand specified in the Contract, or any portion thereof.
- 9.3 For transportation service from a temporary receipt point and/or to a temporary delivery point, Customer shall pay the following:
- (a) the greater of each of the Monthly FT-SN Demand Toll and the Monthly Abandonment Surcharge, that apply from the:
 - (i) original receipt point to the original delivery point specified in the Contract;
 - (ii) from the original receipt point to the temporary delivery point;
 - (iii) from the temporary receipt point to the original delivery point; or
 - (iv) from the temporary receipt point to the temporary delivery point;as the case may be.
 - (b) the greater of the Delivery Pressure Monthly Demand Toll applicable to the original delivery point specified in the Contract and the Delivery Pressure Monthly Demand

Toll which applies to the temporary delivery point, plus any fuel related to the delivery pressure.

- (c) the Union Dawn Receipt Point Monthly Surcharge, provided however:
 - (i) if Customer temporarily changes all or a portion of its Contract Demand from the Union Dawn receipt point to any other receipt point, the Contract Demand for the purposes of determining the Union Dawn Receipt Point Surcharge shall be Customer's original Contract Demand at the Union Dawn receipt point notwithstanding any temporary changes of all or a portion of such Contract Demand to any other receipt point; and
 - (ii) if Customer temporarily changes all or a portion of its Contract Demand from a receipt point other than the Union Dawn receipt point to the Union Dawn receipt point, the Contract Demand for the purposes of determining the Union Dawn Receipt Point Surcharge shall be the portion of such Contract Demand temporarily changed to the Union Dawn receipt point.
- 9.4 The demand charges set out in Subsections 9.3 a), b) and c) above are payable by Customer notwithstanding any failure by Customer during such month, for any reason whatsoever, including force majeure or a Default by Customer under Section 2.1 hereof, to deliver Customer's Receipt Gas to TCPL at the temporary receipt point.
- 9.5 Customer shall pay for or provide, on a daily basis, a quantity of fuel based on the applicable monthly fuel ratio established by TCPL for transportation for the quantity of gas delivered after giving effect to the temporary receipt and/or delivery point.
- 9.6 Upon acceptance by TCPL of Customer's request for a temporary receipt or delivery point, transportation service hereunder shall be firm in accordance with Section 2.1 of this FT-SN Toll Schedule.

10. MISCELLANEOUS PROVISIONS

- 10.1 The General Terms and Conditions and the List of Tolls of the Tariff, as amended from time to time, are applicable to this Toll Schedule and are hereby made a part hereof. If there is

any conflict between the provisions of this Toll Schedule and the General Terms and Conditions, the provisions of this Toll Schedule shall prevail.

- 10.2 This Toll Schedule, the List of Tolls and the General Terms and Conditions are subject to the provisions of the CER Act or any other legislation passed in amendment thereof or substitution therefor.
- 10.3 This Toll Schedule together with the provisions of the General Terms and Conditions supercedes and replaces all previous Toll Schedules applicable to the Contract.

SHORT NOTICE BALANCING SERVICE

(SNB) TOLL SCHEDULE

I N D E X

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1. DEFINITIONS

1.1 For the purposes of this SNB Toll Schedule the following terms shall be defined as follows:

- (a) “Combined Capacity” shall mean capacity available from TCPL’s gas transmission system and TCPL’s firm transportation entitlement on Other Pipelines;
- (b) “Contract” shall mean an SNB Contract;
- (c) “Contract Quantity” shall mean the quantity authorized by TCPL pursuant to the Transportation Access Procedures of the Tariff for service pursuant to this SNB Toll Schedule which shall not exceed the Contract Demand of the FT-SN Contract;
- (d) “Contract Term” shall mean the term of the Contract which shall not to be less than one (1) year in length;
- (e) “Deposit” shall mean the quantity expressed in GJs nominated by Customer as a credit to Customer’s SNB Account;
- (f) “FT-SN Contract” shall mean Customer’s executed Firm Transportation Short Notice Contract that is identified in Exhibit “A” of the Contract;
- (g) “Renewal Option” shall have the meaning attributed to it in Section 6.1 herein;
- (h) “Renewal Term” shall have the meaning attributed to it in Section 6.1 herein;
- (i) “SNB Account” shall mean the account that holds the cumulative balance of Withdrawals and Deposits beginning from the Date of Commencement specified in the Contract where the absolute value of the cumulative balance of the SNB Account shall not at any time exceed 50% of the Contract Quantity;
- (j) “SNB Demand Toll” shall mean the applicable monthly demand toll as approved by the CER and as set forth in the List of Tolls referred to in Section 8 herein; and
- (k) “Withdrawal” shall mean the quantity expressed in GJs nominated by Customer as a debit from Customer’s SNB Account.

2. AVAILABILITY

2.1 Any Customer shall be eligible to receive service pursuant to this SNB Toll Schedule provided that:

- (a) there is only one (1) FT-SN Contract identified in Exhibit “A” of the Contract and such FT-SN Contract is not identified in any other Contract; and
- (b) Customer:
 - (i) has entered into a Contract with TCPL or, has obtained an Order of the CER pursuant to Subsection 239(2) of the CER Act as amended from time to time (“239(2) Order”) requiring TCPL to transport gas for Customer subject to the provisions of this Toll Schedule and to the terms and conditions contained in the 239(2) Order;
 - (ii) has a Contract Term or Renewal Term equal to or less than the remaining term of the FT-SN Contract;
 - (iii) has pipeline facilities interconnecting with TCPL’s facilities at the receipt and delivery point specified in the Contract, or has provided TCPL with adequate assurances that arrangements have been made to have an authorized gas distribution or transmission company act as Customer’s agent in delivering to or receiving from TCPL the gas to be received or delivered pursuant to this Toll Schedule; and
 - (iv) prior to commencement and at any time during the term of the Contract, Customer shall provide TCPL with sufficient financial information to assess their creditworthiness. Based on its assessment, TCPL, in its sole discretion, may request from Customer financial assurances in an amount, form and on terms satisfactory to TCPL prior to commencement or continuation of service pursuant to this SNB Toll Schedule. TCPL will not be obligated to provide and Customer shall not be entitled to receive service pursuant to this SNB Toll Schedule until the requested financial assurances are received by TCPL.

2.2 Facilities Construction Policy

In order to provide service pursuant to this SNB Toll Schedule, TCPL utilizes its Combined Capacity. If a request for service pursuant to this SNB Toll Schedule requires an increase to the Combined Capacity, TCPL is prepared to use all reasonable efforts to enable it to increase the Combined Capacity to the extent provided that:

- (a) there is a reasonable expectation of a long term requirement for the increase in the Combined Capacity;
- (b) the Contract term shall be a minimum term of fifteen (15) years from the New Service Start Date as defined in Section 1.1 of TAPs;
- (c) the CER approves the additional facilities and/or services necessary to increase the Combined Capacity; and
- (d) the availability provisions of Section 2.1 herein are satisfied.

3. APPLICABILITY AND CHARACTER OF SERVICE

- 3.1 Customer shall be entitled to nominate a Deposit from the FT-SN Contract to Customer's SNB Account or a Withdrawal from Customer's SNB Account to the FT-SN Contract.
- 3.2 Customer shall only be entitled to nominate a Deposit or a Withdrawal through a nomination pursuant to the FT-SN Contract and such nomination will be in accordance with Section XXII of the General Terms and Conditions.

4. MONTHLY BILL

- 4.1 The monthly bill payable to TCPL for service pursuant to this SNB Toll Schedule shall be the demand charge and shall be equal to the applicable monthly SNB Demand Toll multiplied by Customer's Contract Quantity. The demand charge is payable by Customer notwithstanding any failure by Customer during such month, for any reason whatsoever including Force Majeure, to deliver or receive quantities of gas authorized by TCPL.

5. DEMAND CHARGE ADJUSTMENTS

- 5.1 If during any Day, TCPL curtails the Contract Quantity for any reason related solely to TCPL's operations, including an event of force majeure occurring on any of the pipeline systems of TCPL's Combined Capacity, then the monthly demand charge shall be reduced by an amount equal to the Daily Demand Toll for service pursuant to this SNB Toll Schedule multiplied by the amount the Contract Quantity has been curtailed by TCPL on such Day.

6. RENEWAL RIGHTS

- 6.1 Subject to Sections 6.3 and 6.4 and if TCPL determines in its sole discretion that the Contract is serving a long term market, Customer shall have the option to renew (the "Renewal Option") the Contract for a period of either (the "Renewal Term"): i) one or more annual periods ending on the same calendar date as the expiry of the Contract Term; or ii) if Customer requests a service termination date of October 31, one or more annual periods of twelve (12) consecutive full months plus the number of consecutive days necessary to extend the Contract Term to the requested October 31. The Renewal Option shall be subject to the following conditions:

- (a) the Contract Quantity for the Renewal Term shall not be greater than, but may be less than, the Contract Quantity set out in the Contract;
- (b) TCPL receives written notice from Customer of Customer's election to exercise the Renewal Option which specifies the Renewal Term and Contract Quantity no less than twenty-four (24) consecutive months prior to the termination of the Contract; and

Temporary Subsection 6.1(b):

Until October 31, 2026, subsection 6.1(b) above will temporarily be suspended and will be replaced with the following subsection 6.1(b):

- (b) TCPL receives written notice from Customer of Customer's election to exercise the Renewal Option which specifies the Renewal Term and Contract Quantity no less than twelve (12) consecutive months prior to the termination of the Contract; and

For clarity, this paragraph 6.1(b) is only applicable to Customer's Contract for which the ability to exercise the Renewal Option has not previously expired prior to the effective date of this temporary subsection as a result of the application of Section 6.1 and Section 6.4.

- (c) Customer supplies TCPL at the time of such notice with evidence satisfactory to TCPL that Customer will meet the availability provisions of Section 2 herein.

TCPL may accept late notice of Customer's election to exercise the Renewal Option if TCPL, in its sole discretion, determines that TCPL will have the required capacity available after providing capacity for all of TCPL's obligations pursuant to prior outstanding requests from Customer and/or others, that such renewal will not adversely impact TCPL's system operations and that all of the costs for providing this service will be covered by TCPL's tolls. Contracts may be revised as of the effective renewal date to adhere to the then current pro forma Intra Day Balancing Service Contract.

Customer may exercise the Renewal Option each year provided the conditions set out in Sections 6.1 and 6.2 herein have been satisfied.

- 6.2 Provided TCPL has either received timely notice as provided in Subsection 6.1(b) herein from Customer of Customer's election to exercise the Renewal Option, or accepted late notice from Customer of its election to exercise the Renewal Option, and provided that Customer has met the availability provisions of Section 2 herein, the Contract shall be amended as follows:

- (a) the Contract Quantity set out in the Contract shall be revised to the level specified in Customer's written notice, effective as of the commencement of the Renewal Term; and
- (b) the term of the Contract shall be extended to that specified in Customer's written notice, effective as of the commencement of the Renewal Term.

- 6.3 If at any time TCPL determines, acting reasonably, that:

- (a) new or additional pipeline facilities are required to increase the Combined Capacity or capabilities of the system ("Expansion Facilities"); and

- (b) the estimated cost of such Expansion Facilities will exceed \$20 million;

TCPL will provide notice of a term-up requirement ("Term-up Notice") to Customer if TCPL determines Customer's Contract may impact the design of the Expansion Facilities.

- 6.4 Upon receipt of the Term-up Notice Customer may elect, within sixty (60) days of receipt of the Term-up Notice, to extend the Existing Term of the Contract for all or a portion of the Contract Demand for an additional period such that the new service termination date of the Contract shall be no less than five (5) years after the expected New Service Start Date (as defined in Section 1.1 of TAPs) of the Expansion Facilities. If a Customer does not elect to extend its Existing Term within such sixty (60) day period, the Customer shall no longer be entitled to renew the Contract pursuant to Section 6.1 and the Contract shall expire at the end of the Existing Term.

7. ASSIGNMENT

- 7.1 Any company which shall succeed by purchase, merger or consolidation to the properties, substantially or in entirety, of Customer or of TCPL, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under any Contract into which this Toll Schedule is incorporated and any related contracts. Further, either Customer or TCPL may, without relieving itself of its obligations under any Contract into which this Toll Schedule is incorporated (unless consented to by the other party which consent shall not be unreasonably withheld), assign any of its rights and obligations thereunder to another party. Nothing herein shall in any way prevent either party to such Contract from pledging or mortgaging its rights thereunder as security for its indebtedness. Such Contract shall be binding upon and shall inure to the benefit of the respective successors and assigns of the parties thereto. No assignment hereunder in respect of a service which has already resulted in a reduction of the affected distributor's Contract Quantity shall entitle such distributor to any further reduction in its Contract Quantity.

- 7.2 Any assignment by Customer is subject to the following conditions:

- (a) the assignment shall be for the remaining term of the Contract;

- (b) Customer shall provide TCPL with at least 60 days written notice of such assignment prior to the requested assignment date, which shall be the first day of a calendar month;
 - (c) the FT-SN Contract has also been assigned to the same assignee as the Contract; and
 - (d) assignee and assignor shall execute TCPL's assignment agreement.
- 7.3 Assignments at a discount negotiated between assignors and assignees are permitted, provided that the approved toll continues to be paid to TCPL.
- 7.4 Prior to the effective date of any assignment of any Contract subject to Subsection XXIII(3)(b) of the General Terms and Conditions of the Tariff, assignee shall as requested by TCPL, execute an assignment of any related Financial Assurances Agreements (as defined in Subsection 5.4(c)(ii) of the Transportation Access Procedures) or execute a new Financial Assurances Agreement.
- 7.5 Save as herein provided, assignments of any Contracts into which this Toll Schedule is incorporated are expressly prohibited.

8. MISCELLANEOUS PROVISIONS

- 8.1 The General Terms and Conditions and the List of Tolls of the Tariff, as amended from time to time, are applicable to this Toll Schedule and are hereby made a part hereof. If there is any conflict between the provisions of this Toll Schedule and the General Terms and Conditions, the provisions of this Toll Schedule shall prevail.
- 8.2 This Toll Schedule, the List of Tolls and the General Terms and Conditions are subject to the provisions of the CER Act or any other legislation passed in amendment thereof or substitution therefore.
- 8.3 This Toll Schedule together with the provisions of the General Terms and Conditions supersedes and replaces all previous Toll Schedules applicable to the Contract.

SHORT TERM SHORT NOTICE SERVICE

TOLL SCHEDULE

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1. DEFINITIONS

1.1. For the purposes of the ST-SN Toll Schedule, the following terms shall be defined as:

- (a) “Available Short Term Capacity” shall have the meaning attributed to it in Section 2.3;
- (b) “Block Period” shall have the meaning attributed to it in Section 2.3;
- (c) “Maximum Daily Quantity” shall mean for any Customer the Maximum Daily Quantity set out on such Customer’s bid or the Maximum Daily Quantity as amended by TCPL pursuant to Subsection 3.3(d);
- (d) “Minimum Daily Quantity” shall mean for any Customer the Minimum Daily Quantity set out on such Customer’s bid;
- (e) “Posting Period” shall have the meaning attributed to it in Section 3.2;
- (f) “Remaining Capacity” shall have the meaning attributed to it in Section 2.3;
- (g) “Service Period” shall have the meaning attributed to it in Section 2.3;
- (h) “ST-SN” shall mean Short Term Short Notice;
- (i) “ST-SN Allocation Price” shall mean the daily weighted average of the product obtained by multiplying the ST-SN Bid Percentage by the applicable Daily Demand Tolls for FT-SN service for the requested term;
- (j) “ST-SN Bid Floor” shall have the meaning attributed to it in Subsection 3.3(b);
- (k) “ST-SN Bid Percentage” shall have the meaning attributed to in Subsection 3.3(b);
- (l) “ST-SN Contract” shall have the meaning attributed to it in Subsection 2.1(a);
- (m) “ST-SN Price” shall have the meaning attributed to it in Section 4.1;

- (n) “Summer Period” shall mean the period of time from April 1 of a calendar year to October 31 of the same calendar year;
- (o) “System Capacity” shall mean TCPL’s pipeline facilities and TCPL’s contractual entitlement on Other Pipelines;
- (p) “System Segment” shall have the meaning attributed to it in Section 2.3; and
- (q) “Winter Period” shall mean the period of time from November 1 of a calendar year to March 31 of the following calendar year.

2. AVAILABILITY

2.1 Availability of Service

Any Customer shall be eligible to receive service pursuant to this ST-SN Toll Schedule provided such Customer:

- (a) has entered into a Short Term Short Notice service contract (the “ST-SN Contract”) with TCPL or has obtained an Order of the CER, pursuant to Subsection 239(2) of the CER Act, as amended from time to time (“239(2) Order”), requiring TCPL to transport gas for Customer subject to the provisions of this ST-SN Toll Schedule and to the terms and conditions contained in the 239(2) Order;
- (b) has provided TCPL with financial assurances as required by TCPL pursuant to Section XXIII of the General Terms and Conditions referred to in Section 7 hereof; and
- (c) Service pursuant to this ST-SN Toll Schedule is only available at a delivery point that:
 - (i) has flow control facilities that are operated by TCPL;
 - (ii) is not grouped with any other delivery point or meter station for purposes of transportation service contracts and nominations; and
 - (iii) is exclusively for delivery of gas under Contracts for Short Notice Services.

2.2 Facilities Construction Policy

In order to provide service pursuant to this ST-SN Toll Schedule, TCPL utilizes capacity available from its System Capacity. It is understood that TCPL shall not construct additional facilities for the purpose of providing service hereunder.

2.3 Capacity Available for ST-SN

The total capacity available to Customers under this ST-SN Toll Schedule shall be TCPL's transportation capacity remaining, as determined by TCPL in its sole discretion, after having made provision for all firm obligations with Customer and all other Customers (the "Remaining Capacity").

Remaining Capacity made available for Customers under this ST-SN Toll Schedule shall be offered in respect of certain segments of TCPL's System Capacity, each such segment being defined by reference to the receipt point and the delivery point or delivery area applicable thereto (a "System Segment"). Service under this ST-SN Toll Schedule shall be offered for a specific period of time (a "Service Period") which may consist of a specified number of days not less than seven (7) consecutive days, a separate monthly period or any combination of consecutive monthly periods (such combination of consecutive monthly periods hereinafter called a "Block Period"). TCPL shall notify Customers of the Remaining Capacity offered for each combination of System Segments and Service Periods (the "Available Short Term Capacity").

2.4 Short Term Availability Periods

TCPL, in its sole discretion, may offer Available Short Term Capacity in any combination of System Segments, for a specified number of days not less than seven (7) consecutive days, monthly periods and Block Periods for a period extending up to one (1) year less one (1) day.

3. APPLICABILITY AND CHARACTER OF SERVICE

3.1 Definition of ST-SN Service

- (a) On each Day during the term of the ST-SN Contract that Customer has been allocated Available Short Term Capacity, Customer shall be entitled to nominate for

service hereunder for a quantity of gas equal to or less than the Maximum Daily Quantity as set out in Customer's ST-SN Contract (Customer's "Reservation Entitlement"). Nominations for service shall be made pursuant to Section XXII of the General Terms and Conditions. Service hereunder shall not be subject to curtailment or interruption except as provided in this ST-SN Toll Schedule, the ST-SN Contract, and Section XI, Section XIV and Section XV of the General Terms and Conditions; provided however, that if Customer fails to provide on an ongoing and timely basis to TCPL satisfactory evidence of its right to remove from the province or country of production all or any part of the quantities of gas to be transported by TCPL under the ST-SN Contract, Customer shall be in default hereunder (a "Default") to the extent of the daily quantity not authorized for removal from the province or country of production as aforesaid (the "Default Quantity"). TCPL shall be entitled to immediately suspend service for a quantity up to, and including, the Default Quantity until such time as Customer remedies the Default, when TCPL shall terminate any such suspension and resume service as to that part of the Default Quantity in respect of which the Default has been remedied.

- (b) Customer shall not, without TCPL's consent, deliver gas to the receipt point or receive gas from the delivery point, each as specified in the ST-SN Contract, at an hourly rate of flow in excess of five percent of Reservation Entitlement.

3.2 Notification of Available Short Term Capacity

TCPL shall post Available Short Term Capacity for a minimum period of forty-eight (48) hours (the "Posting Period"). If some or all of the Available Short Term Capacity has not been allocated at the end of a Posting Period, TCPL may, in its sole discretion, continue to post Available Short Term Capacity on a daily basis. At the end of the Posting Period and any daily posting, TCPL shall allocate Available Short Term Capacity among Customer bids received by TCPL.

The Available Short Term Capacity shall be posted on TCPL's website as follows:

- (a) During the period of January 1-15 for the Summer Period and during the period of July 1-15 for the Winter Period;

- (b) If Available Short Term Capacity is not posted on a daily basis, TCPL will post Available Short Term Capacity on or before the 7th day of each month; or
- (c) At any time TCPL determines in its sole discretion that there is Available Short Term Capacity.

Available Short Term Capacity shall be allocated in accordance with Section 3.3 hereunder.

3.3 Allocation of Available Short Term Capacity

(a) Customer Bids

For each combination of System Segment and Service Period in which Customer wishes to request service under this ST-SN Toll Schedule, Customer shall submit a written bid to TCPL's Contracts and Billing Department through TCPL's website or by other electronic means, as determined by TCPL and set out on TCPL's website, during the bid period. No Customer bid shall be accepted by TCPL if received after the bid deadline specified in the posting of Available Short Term Capacity. Each Customer bid shall be in the form of an Exhibit "A" Addendum to the ST-SN Contract, duly completed with the information described below and executed by Customer.

Each Customer bid shall contain the following information:

- Customer name and address
- Customer contact, telephone number and fax number
- System Segment for which bid is being made pursuant to Subsection 3.3 (b)
- Receipt point and delivery point or delivery area
- Service Period
- Maximum Daily Quantity (in GJ)
- Minimum Daily Quantity pursuant to Subsection 3.3 (c) (ii)
- ST-SN Bid Percentage determined pursuant to Subsection 3.3 (b)

Customer must submit separate Customer bids for each separate combination of System Segment and Service Period. Customer shall be entitled to submit more than one Customer bid for any combination of System Segment and Service Period, but

Customer bids for the same System Segment shall not have the same ST-SN Bid Percentage. Customer shall not be entitled to submit multiple Customer bids for any System Segment where the aggregate Maximum Daily Quantity of the multiple Customer bids is greater than the Available Short Term Capacity being offered for that System Segment. Customer bids which do not conform to these requirements shall be rejected and TCPL shall be under no obligation to notify Customer of any such rejection or to provide Customer with any opportunity to correct or complete its Customer bid.

(b) ST-SN Bid Percentage

The bid floor for Available Short Term Capacity under this ST-SN Toll Schedule shall be a percentage determined by TCPL in its sole discretion and posted by TCPL from time to time on TCPL's website ("ST-SN Bid Floor"). Provided however, the ST-SN Bid Floor shall not be less than 100 percent of the Daily Demand Toll for FT-SN service over the applicable System Segment listed in the List of Tolls referred to in Section 7 hereof in effect at the time service is provided for the Service Period and/or Block Period determined by TCPL.

Bids for Available Short Term Capacity shall be expressed as a percentage of the Daily Demand Toll for FT-SN service in effect at the time service is provided. Bids shall not be less than the ST-SN Bid Floor for the applicable System Segment and shall be subject to minimum increments of 0.01% per bid (each a "ST-SN Bid Percentage").

Bids for Available Short Term Capacity must identify the System Segment offered by TCPL for which the Customer is bidding. The Customer's requested receipt point and delivery point for Available Short Term Capacity must be contained wholly within the requested System Segment.

(c) Allocation of Available Short Term Capacity

All Available Short Term Capacity for each combination of System Segment and Service Period offered by TCPL shall be allocated among Customer bids pursuant to this ST-SN Toll Schedule and Customer bids pursuant to the STFT Toll Schedule. For purposes of allocation hereunder the ST-SN Allocation Price for bids for service

pursuant to the ST-SN Toll Schedule shall be divided by 1.1. Such allocation process is as follows:

- (i) Subject to Subsection 3.3(c)(ii), for all Customer bids for System Segments which compete for the same capacity and:
 - A. have the same Service Period, TCPL shall rank Customer bids in descending order from the highest to lowest ST-SN Allocation Price and TCPL shall allocate Available Short Term Capacity to the Customer bids resulting in the highest aggregate transportation revenue; or
 - B. have a different Service Period, for each different Service Period, TCPL shall rank Customer bids Available Short Term Capacity in descending order from the highest to lowest ST-SN Allocation Price and TCPL shall allocate Available Short Term Capacity to the Customer bids resulting in the highest aggregate transportation revenue.
- (ii) If 2 or more Customer bids result in the same aggregate transportation revenue and the Available Short Term Capacity is not sufficient to provide service for the quantities requested in such Customer bids, the Available Short Term Capacity shall be allocated pro-rata among such Customer bids.

If such pro-rata share falls below the Minimum Daily Quantity specified by a Customer in its Customer bid, such pro-rata share allocated shall be deemed to be rejected, and TCPL will reallocate among the remaining Customer bids.

(d) **Notification to Customers**

Within three (3) Banking Days of the end of any applicable bid period for Available Short Term Capacity TCPL shall notify, in the manner set forth in the ST-SN Contract or through TCPL's website, all Customers who have been allocated any of the Available Short Term Capacity. The daily capacity allocated to each Customer shall be such Customer's allocated Maximum Daily Quantity. If Customer is allocated service hereunder, TCPL will, if necessary, and is hereby authorized to, amend the Exhibit "A" Addendum submitted by Customer as its Customer bid to reflect the allocation of Available Short Term Capacity to such Customer. The Exhibit "A"

Addendum shall then be executed by TCPL and forwarded to Customer. Each executed Exhibit "A" Addendum shall be binding on TCPL and Customer.

4. MONTHLY BILL

4.1 Transportation Service

The monthly bill payable by Customer to TCPL for transportation service hereunder shall be equal to the ST-SN Bid Percentage set out in each Exhibit "A" Addendum multiplied by the Daily Demand Toll for FT-SN service in effect at the time service is provided ("ST-SN Price"), multiplied by Customer's ST-SN allocated Maximum Daily Quantity and the number of days of ST-SN Service during the month. These transportation service charges are payable by Customer notwithstanding any failure by Customer during such month, for any reason whatsoever, including force majeure or Default by Customer under Section 3.1 hereof, to deliver Customer's receipt volume to TCPL at the receipt point.

4.2 Delivery Pressure Service

Customer shall also pay monthly to TCPL a charge for delivery pressure provided that deliveries hereunder are made to a delivery point at which a charge for delivery pressure has been approved by the CER (and set forth in the List of Tolls referred to in Section 8 hereof). The monthly delivery pressure charge at each such delivery point shall be the product of the applicable Delivery Pressure Daily Demand Toll and the total of Customer's quantities to be delivered hereunder at that delivery point during such month determined as the ST-SN allocated Maximum Daily Quantity multiplied by the number of days of ST-SN Service during such month. The said delivery pressure demand charge is payable by Customer notwithstanding any failure by Customer during such month, for any reason whatsoever including force majeure or a Default by Customer under Section 3.1 hereof, to deliver Customer's Authorized Quantity to TCPL at the receipt point.

4.3 Union Dawn Receipt Point Surcharge

Each month, Customer shall pay the Union Dawn Receipt Point Surcharge for service from the Union Dawn receipt point.

4.4 Fuel

For each month, Customer shall provide, on a daily basis, a quantity of fuel based on a monthly fuel ratio to be established by TCPL from time to time.

4.5 Abandonment Charge

Each month, Customer shall pay an Abandonment Charge equal to the applicable Daily Abandonment Surcharge multiplied by Customer's ST-SN allocated Maximum Daily Quantity and the number of days of ST-SN Service during the month. The Abandonment Charge is payable by Customer notwithstanding any failure by Customer during such month, for any reason whatsoever including force majeure or a Default by Customer under Section 3.1 hereof, to deliver Customer's Authorized Quantity to TCPL at the receipt point.

5. TRANSPORTATION AND DELIVERY PRESSURE CHARGE ADJUSTMENTS

5.1 Transportation Charge Adjustments

If during any day, TCPL fails to deliver the quantity of gas requested by Customer up to the Reservation Entitlement, for any reason related solely to TCPL's operations, including an event of force majeure occurring on any of the pipeline systems of TCPL and Other Pipelines, then the transportation service charges payable pursuant to Section 4.1 hereof shall be reduced by an amount equal to the ST-SN Price multiplied by the difference between the quantity of gas which TCPL actually delivered to Customer on such day, and the quantity of gas which such Customer in good faith nominated for delivery on such day.

For any day on which transportation service charges are adjusted pursuant to the above, the Union Dawn Receipt Surcharge and the Abandonment Charge payable by Customer pursuant to Sections 4.3 and 4.5 hereof shall also be adjusted.

The Union Dawn Receipt Point Surcharge shall be reduced by an amount equal to the applicable Union Dawn Receipt Point Daily Demand Toll multiplied by the difference between the quantity of gas which TCPL actually transported from the Union Dawn receipt point on such day and the quantity which such Customer in good faith nominated for transport on such day.

The Abandonment Charge shall be reduced by an amount equal to the applicable Daily Abandonment Surcharge multiplied by the difference between the quantity of gas which TCPL actually delivered to Customer on such day, and the quantity of gas which such Customer in good faith nominated for delivery on such day.

5.2 Delivery Pressure Charge Adjustments

For any day on which transportation service charges are adjusted pursuant to Section 5.1 above, the delivery pressure charge payable by Customer pursuant to Section 4.2 hereof shall also be adjusted. The delivery pressure charge shall be reduced by an amount equal to the applicable Delivery Pressure Daily Demand Toll multiplied by the difference between the quantity of gas which TCPL actually delivered to Customer on such day and the quantity which such Customer in good faith nominated for delivery on such day.

5.3 Customer's Receipt or Delivery Failure

If TCPL refuses to accept deliveries of Customer's gas or curtails receipts from or deliveries to Customer pursuant to Subsection 1(b) of Section II of the General Terms and Conditions, then there shall be no corresponding reduction in transportation service charges, Union Dawn Receipt Point Surcharges, Abandonment Charges or delivery pressure charges to Customer.

6. ASSIGNMENTS

- 6.1 Assignments of any ST-SN Contracts into which this ST-SN Toll Schedule is incorporated are expressly prohibited without TCPL's prior written consent.

7. MISCELLANEOUS PROVISIONS

- 7.1 The General Terms and Conditions and the List of Tolls of the Tariff, as amended from time to time, are applicable to this ST-SN Toll Schedule and are hereby made a part hereof. If there is any conflict between the provisions of this ST-SN Toll Schedule and the General Terms and Conditions, the provisions of this ST-SN Toll Schedule shall prevail.
- 7.2 This ST-SN Toll Schedule, the List of Tolls and the General Terms and Conditions are subject to the provisions of the CER Act or any other legislation passed in amendment thereof or substitution therefor.

MULTI-YEAR FIXED PRICE SERVICE

MFP TOLL SCHEDULE

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1. DEFINITIONS

1.1 For the purpose of the MFP Toll Schedule, the following terms shall be defined:

- (a) “Conversion Date” shall have the meaning attributed to it in Subsection 9.1(c);
- (b) “Conversion Option” shall have the meaning attributed to it in Section 9.1;
- (c) “Conversion Provisions” shall have the meaning attributed to it in Subsection 9.1(b);
- (d) “Conversion Term” shall have the meaning attributed to it in Section 9.1;
- (e) “Date of Commencement” shall mean the date Customer’s MFP contract begins, as set out in subparagraph 1.1 of Customer’s MFP Contract, which must occur within the MFP Commencement Period;
- (f) “MFP Bid Period” shall mean the period of time during which Customer may bid for service for an MFP Block(s), and shall be set out by TCPL in an Existing Capacity Open Season posting that includes MFP service;
- (g) “MFP Block” shall mean a period of three (3), four (4) or five (5) calendar years for which MFP service may be made available;
- (h) “MFP Commencement Period” shall mean the first calendar year of an MFP Block;
- (i) “MFP End Date” shall mean the date Customer’s MFP Contract ends, as set out in subparagraph 5.1 of Customer’s MFP Contract, which must occur within the MFP End Period; and
- (j) “MFP End Period” shall mean the period of time between October 31 up to and including December 31 of the last calendar year of an MFP Block.

2. AVAILABILITY

2.1 Any Customer shall be eligible to receive service pursuant to this Toll Schedule provided that Customer:

- (a) has entered into a Multi-Year Fixed Price Transportation Service Contract with TCPL as established by TCPL through an open season process; or has obtained an Order of the CER, pursuant to Subsection 239(2) of the CER Act as amended from time to time ("239(2) Order"), requiring TCPL to transport gas for Customer subject to the provisions of this Toll Schedule and to the terms and conditions contained in the 239(2) Order;
- (b) has pipeline facilities interconnecting with TCPL's facilities at the delivery point(s) specified in the Contract, or which has provided TCPL with adequate assurances that arrangements have been made to have an authorized gas distribution or transmission company act as Customer's agent in receiving from TCPL the gas to be delivered pursuant to this Toll Schedule; and
- (c) has provided TCPL with financial assurances as required by TCPL pursuant to Section XXIII of the General Terms and Conditions referred to in Section 12 hereof.

2.2 Facilities Construction Policy

In order to provide service pursuant to this MFP Toll Schedule, TCPL utilizes capacity available from its System Capacity. It is understood that TCPL shall not construct additional facilities for providing service hereunder.

3. APPLICABILITY AND CHARACTER OF SERVICE

3.1 On each day during the term of the Contract Customer shall be entitled to request service hereunder. Nominations for service shall be made pursuant to Section XXII of the General Terms and Conditions. Service hereunder shall not be subject to curtailment or interruption except as provided in Section XI, XIV, and XV of the General Terms and Conditions; PROVIDED HOWEVER, that if Customer fails to provide on an ongoing and timely basis to TCPL satisfactory evidence of its right to remove from the province of production all or any part of the quantities of gas to be transported by TCPL under the Contract, Customer shall be in default hereunder (the "Default") to the extent of the daily quantity not authorized for

removal from the province of production as aforesaid (the "Default Quantity"), and TCPL shall be entitled to immediately suspend service for a quantity up to, and including, the Default Quantity until such time as Customer remedies the Default. TCPL shall terminate any such suspension and resume service as to that part of the Default Quantity in respect of which the Default has been remedied.

- 3.2 The term of the Customer's MFP Contract shall start on the Date of Commencement and shall end on the MFP End Date,

4. MONTHLY BILL

- 4.1 The monthly bill payable to TCPL for service hereunder shall include the the aggregate of monthly demand charge for MFP Service in effect during the billing month for transportation service, the Abandonment Charge and, where applicable, the demand charge for delivery pressure service and the Union Dawn Receipt Point Surcharge and shall be calculated by applying, as follows, the applicable tolls as approved by the CER (as set forth in the List of Tolls referred to in Section 11 hereof):

(a) **Demand Charge**

For each month, the demand charge for transportation service shall be equal to the applicable Monthly Demand Toll for MFP Service multiplied by Customer's Contract Demand. If Customer's Contract Demand changes during a month, then a weighted average daily Contract Demand shall be determined for such month and shall be used to calculate the demand charge for such month. The said demand charge is payable by Customer notwithstanding any failure by Customer during such month, for any reason whatsoever including force majeure or a default by Customer under Section 3.1 hereof, to deliver Customer's Authorized Quantity to TCPL at the receipt point.

(b) **Delivery Pressure Service**

For each month, the demand charge for delivery pressure service at each delivery point at which a toll for delivery pressure has been set shall be equal to the applicable Delivery Pressure Monthly Demand Toll multiplied by Customer's Contract Demand in effect at each such delivery point. If Customer's Contract

Demand changes during a month, then a weighted average daily Contract Demand shall be determined for such month and shall be used to calculate the demand charge for such month. The said demand charge is payable by Customer notwithstanding any failure by Customer during such month, for any reason whatsoever including force majeure or a default by Customer under Section 3.1 hereof, to deliver Customer's Authorized Quantity to TCPL at the receipt point.

(c) Union Dawn Receipt Point Surcharge

Each month, Customer shall pay the Union Dawn Receipt Point Surcharge for service from the Union Dawn receipt point notwithstanding any failure by Customer during such month, for any reason whatsoever including force majeure or a default by Customer under Section 3.1 hereof, to deliver Customer's Authorized Quantity to TCPL at the Union Dawn receipt point.

(d) Fuel

For each month, a Customer shall provide, on a daily basis, a quantity of fuel in accordance with Section IV (1)(a) of the General Terms and Conditions.

(e) Abandonment Charge

Each month, Customer shall pay to TCPL an Abandonment Charge determined by multiplying Customer's Contract Demand by the applicable Monthly Abandonment Surcharge. If Customer's Contract Demand changes during a month, then a weighted average daily Contract Demand shall be determined for such month and shall be used to calculate the Abandonment Charge for such month. The Abandonment Charge is payable by Customer notwithstanding any failure by Customer during such month, for any reason whatsoever including force majeure or a default by Customer under Section 3.1 hereof, to deliver Customer's Authorized Quantity to TCPL at the receipt point.

5. MINIMUM BILL

- 5.1 The minimum monthly bill for service hereunder shall be the sum of the charges determined in Subsections 4.1 (a), 4.1 (e) and (if applicable) Subsections 4.1 (b) and 4.1 (c) hereof, after giving effect to any adjustment pursuant to Section 6 hereof.

6. DEMAND CHARGE ADJUSTMENTS

- 6.1 If during any day, TCPL fails to deliver the quantity of gas requested by Customer up to the Contract Demand, for any reason related solely to TCPL's operations, including an event of force majeure occurring on any of the pipeline systems of TCPL and Other Pipelines, then the monthly demand charge shall be reduced by an amount equal to the applicable Daily Demand Toll multiplied by the difference between the quantity of gas which TCPL actually delivered to Customer on such day, and the quantity of gas which such Customer in good faith nominated hereunder on such day. If TCPL refuses to accept deliveries of Customer's gas or curtails receipts from or deliveries to Customer pursuant to Paragraph 8 (Energy Imbalance Recovery) of Section XXII of the General Terms and Conditions, then there shall be no corresponding reduction in the monthly demand charge to Customer.

Notwithstanding the foregoing, if the quantity of gas which TCPL fails to deliver is the subject of an accepted nomination for a Diversion and/or an Alternate Receipt, then TCPL shall only be obligated to reduce the monthly demand charge if such Diversion is a Diversion and/or such Alternate Receipt is of the nature described in Subsection 1(e)(ii) in Section XV of the General Terms and Conditions and in all other cases there shall be no reduction in the monthly demand charge.

- 6.2 For any day on which transportation service charges are adjusted pursuant to Section 6.1 above, the Union Dawn Receipt Point Surcharge and the Abandonment Charge payable by Customer pursuant to Subsections 4.1(b), 4.1(c) and 4.1(e) hereof shall also be adjusted.

The delivery pressure charge shall be reduced by an amount equal to the applicable Delivery Pressure Daily Demand Toll multiplied by the difference between the quantity of gas which TCPL actually delivered to Customer on such day and the quantity which such Customer in good faith nominated for delivery on such day.

The Union Dawn Receipt Surcharge shall be reduced by an amount equal to the applicable Union Dawn Receipt Point Daily Demand Toll multiplied by the difference between the

quantity of gas which TCPL actually transported from the Union Dawn receipt point on such day and the quantity which such Customer in good faith nominated for transport on such day.

The Abandonment Charge shall be reduced by an amount equal to the applicable Daily Abandonment Surcharge multiplied by the difference between the quantity of gas which TCPL actually delivered to Customer on such day, and the quantity of gas which such Customer in good faith nominated for delivery on such day.

7. ALTERNATE RECEIPT AND DIVERSION OF GAS

- 7.1 (a) TCPL will post on its website the eligible Alternate Receipt and/or Diversion point(s) or delivery area(s) for System Segments, which may be updated from time to time for new receipt and delivery point combinations.
- (b) Subject to the provisions herein, Customer shall have the right to nominate an Alternate Receipt and/or a Diversion from/to points or delivery areas posted pursuant to Subsection 7.1(a) in the manner provided herein.
- (c) The aggregate of all nominations for delivery hereunder shall not exceed the Contract Demand under Customer's Contract.
- (d) Customer shall not be entitled to nominate a Diversion to a delivery point or delivery area which is upstream of the receipt point specified in Customer's Contract or upstream of the Alternate Receipt point.
- (e) Customer shall not be entitled to nominate an Alternate Receipt from a receipt point that is upstream of the receipt point specified in Customer's Contract or is downstream of the delivery point or delivery area specified in Customer's Contract.
- (f) For the purpose of Section XVI of the General Terms and Conditions, Alternate Receipts and Diversions shall be equivalent to service under an STS Contract.
- 7.2 Any nomination by Customer for an Alternate Receipt and/or a Diversion under Customer's Contract must be received by TCPL's Gas Control Department at the time specified pursuant to Section XXII of the General Terms and Conditions.

- 7.3 TCPL shall have the right to not accept a nomination made pursuant to Section 7.2 hereof or to accept only a portion of the quantities so nominated if the Alternate Receipt and/or the Diversion nominated would negatively impact TCPL's ability to provide those transportation services which, pursuant to Section XV of the General Terms and Conditions, have a priority of service which is higher than that of the Alternate Receipt and/or the Diversion nominated by Customer or if such Alternate Receipt and /or Diversion would otherwise be immediately curtailed pursuant to Paragraph 1(c) of Section XV of the General Terms and Conditions. TCPL shall have the right to curtail Alternate Receipts, and/or Diversions in accordance with Section XV of the General Terms and Conditions.

7.4. **Alternate Receipt and Diversions Return Home**

In the event that TCPL does not accept a nomination for an Alternate Receipt and/or a Diversion pursuant to Sections 7.2 and 7.3 hereof, or accepts only a portion of the quantity so nominated, then TCPL shall exercise reasonable efforts to allow Customer to re-nominate the receipt point and/or delivery point or delivery area specified in Customer's Contract. TCPL shall have the right to reject any such re-nomination, or to accept only a portion of the quantity so re-nominated, if the re-nomination would negatively impact any other authorized transportation service. In any event, Customer shall pay the Daily Demand Toll based on the receipt point and delivery point or area specified in Customer's Contract for the entire quantity set out in an Alternate Receipt and/or Diversion nomination which was rejected by TCPL pursuant to Section 7.3 hereof.

- (a) In addition to the charges payable pursuant to Subsections 4.1(a), (b) and (c) above, Customer shall pay TCPL for all Alternate Receipts and Diversions, a charge equal to the aggregate of:
- (i) the product obtained by multiplying the amount, if any, by which the Daily Demand Toll for FT service, applicable from the Alternate Receipt point to the delivery point or area specified in Customer's Contract, exceeds the applicable Daily Demand Toll for FT service from the receipt point to the delivery point or area which are specified in Customer's Contract, by Customer's Authorized Quantity, and

- (ii) the product obtained by multiplying the amount, if any, by which the Daily Demand Toll for FT service, applicable from the receipt point specified in the Customer's Contract to the Diversion point, exceeds the applicable Daily Demand Toll for FT service from the receipt point to the delivery point or area which are specified in the Customer's Contract, by Customer's Authorized Quantity.
- (b) If the gas is diverted hereunder to a delivery point at which a delivery pressure charge has been approved by the CER and no delivery pressure charge exists for the delivery point specified in Customer's Contract, then Customer shall pay TCPL, in addition to the charges provided above, an amount equal to the applicable Delivery Pressure Toll multiplied by Customer's total Diversion quantity at such delivery point for such month (a "Point Diversion Delivery Pressure Charge"). If a delivery pressure charge exists at the delivery point specified in Customer's Contract, then Customer shall pay TCPL, in addition to the delivery pressure charge described in Subsection 3.1(b) above, an amount (a "Point Diversion Delivery Charge") equal to the product obtained by multiplying Customer's total Diversion quantity at the delivery point which is the subject of the Diversion multiplied by that amount, if any, by which the Delivery Pressure Toll at the delivery point which is the subject of the Diversion exceeds the delivery pressure toll at the delivery point specified in Customer's Contract.

The total delivery pressure charge for Diversion quantities shall be the sum of the Point Diversion Delivery Pressure Charges at all applicable delivery points plus the delivery pressure charge, if any, payable pursuant to Subsection 3.1(b) above.

- (c) If Customer nominates Union Dawn receipt point as an Alternate Receipt point, then Customer shall pay to TCPL, in addition to any other applicable charges, the Union Dawn Receipt Point Surcharge for service from the Union Dawn receipt point.
- (d) In addition to the charges payable pursuant to Subsection 4.1(e), Customer shall pay to TCPL for all Alternate Receipts and Diversions, a charge equal to the aggregate of:
 - (i) the product obtained by multiplying the amount, if any, by which the Daily Abandonment Surcharge, applicable from the Alternate Receipt point to the

delivery point or area specified in Customer's Contract, exceeds the applicable Daily Abandonment Surcharge from the receipt point to the delivery point or area which are specified in Customer's Contract, by Customer's Authorized Quantity, and

- (ii) the product obtained by multiplying the amount, if any, by which the Daily Abandonment Surcharge, applicable from the receipt point specified in the Customer's Contract to the Diversion point, exceeds the applicable Daily Abandonment Surcharge from the receipt point to the delivery point or area which are specified in the Customer's Contract, by Customer's Authorized Quantity.

8. ASSIGNMENT

- 8.1 Any company which shall succeed by purchase, merger or consolidation to the properties, substantially or in entirety, of Customer or of TCPL, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under any Contract into which this Toll Schedule is incorporated and any related contracts. Further, either Customer or TCPL may, without relieving itself of its obligations under any Contract into which this Toll Schedule is incorporated (unless consented to by the other party which consent shall not be unreasonably withheld), assign any of its rights and obligations thereunder to another party. Nothing herein shall in any way prevent either party to such Contract from pledging or mortgaging its rights thereunder as security for its indebtedness. Such Contract shall be binding upon and shall inure to the benefit of the respective successors and assigns of the parties thereto. No assignment hereunder in respect of a service which has already resulted in a reduction of the affected distributor's Contract Demand shall entitle such distributor to any further reduction in its Contract Demand.
- 8.2 Assignments at a discount negotiated between assignors and assignees are permitted, provided that the approved toll continues to be paid to TCPL.
- 8.3 Prior to the effective date of any assignment of any Contract subject to Subsection XXIII(3)(b) of the General Terms and Conditions of the Tariff, assignee shall as requested by TCPL, execute an assignment of any related Financial Assurances Agreements (as defined in the Transportation Access Procedures) or execute a new Financial Assurances Agreement.

- 8.4 Save as herein provided, assignments of any Contracts into which this Toll Schedule is incorporated are expressly prohibited.

9. CONVERSION RIGHTS

- 9.1 Pursuant to any Contract into which this MFP Toll Schedule is incorporated and which Contract has been determined by TCPL to be serving a long term market, and subject to the following conditions, Customer shall have the option to convert all or a portion of its MFP service to FT service (the "Conversion Option") for a period of no less than one (1) year (the "Conversion Term") provided that the following conditions are met:
- (a) the FT Contract Demand shall not be greater than the MFP Contract Demand set out in the MFP Contract (the "Conversion CD");
 - (b) TCPL receives written notice from Customer of Customer's election to exercise the Conversion Option which sets out the Conversion Term and Conversion CD of such conversion (the "Conversion Provisions") no less than six (6) months before the MFP End Date which would otherwise prevail under the MFP Contract;
 - (c) The effective date of such conversion shall be the day after the MFP End Date ("Conversion Date"); and
 - (d) Customer supplies TCPL at the time of such notice with evidence satisfactory to TCPL that Customer will meet the availability provisions of the FT Toll Schedule in respect of the Conversion Provisions prior to the commencement of the Conversion Term.
- 9.2 TCPL may accept late notice of Customer's election to exercise the Conversion Option if TCPL, in its sole discretion, determines that TCPL will have the required capacity available after providing capacity for all of TCPL's obligations pursuant to prior outstanding requests from Customer and/or others, that such conversion will not adversely impact TCPL's system operations and that all of the costs for providing this service will be covered by TCPL's tolls.
- 9.3 Provided TCPL has either received timely notice as provided in Subsection 9.1(b) above from Customer of Customer's election to exercise the Conversion Option, or accepted late notice from Customer of its election to exercise the Conversion Option, and provided that

Customer has met the availability provisions of the FT Toll Schedule in respect of the Conversion Provisions, a new FT Contract shall be executed by Customer incorporating the Conversion Provisions.

9.4 Notwithstanding the foregoing, the Conversion Option is not available to a Customer who has MFP service and Subsection 10.1(b)(v) of the FT Toll Schedule applies.

9.5 All conversions shall be stated in GJ.

10. MISCELLANEOUS PROVISIONS

10.1 The General Terms and Conditions and the List of Tolls of the Tariff, as amended from time to time, are applicable to this Toll Schedule and are hereby made a part hereof. If there is any conflict between the provisions of this Toll Schedule and the General Terms and Conditions, the provisions of this Toll Schedule shall prevail.

10.2 This Toll Schedule, the List of Tolls and the General Terms and Conditions are subject to the provisions of the CER Act or any other legislation passed in amendment thereof or substitution therefor.

10.3 This Toll Schedule together with the provisions of the General Terms and Conditions supercedes and replaces all previous Toll Schedules applicable to the Contract.

ENHANCED MARKET BALANCING SERVICE

EMB TOLL SCHEDULE

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1. AVAILABILITY

1.1 Any Customer shall be eligible to receive service pursuant to this Toll Schedule provided that Customer:

- (a) has entered into an Enhanced Market Balancing Service Contract with TCPL having a minimum term of one (1) year; or has obtained an Order of the CER, pursuant to Subsection 239(2) of the CER Act as amended from time to time ("239(2) Order"), requiring TCPL to transport gas for Customer subject to the provisions of this Toll Schedule and to the terms and conditions contained in the 239(2) Order; and
- (b) has pipeline facilities interconnecting with TCPL's facilities at the delivery point(s) specified in the Contract, or which has provided TCPL with adequate assurances that arrangements have been made to have an authorized gas distribution or transmission company act as Customer's agent in receiving from TCPL the gas to be delivered pursuant to this Toll Schedule; and
- (c) has provided TCPL with financial assurances as required by TCPL pursuant to Section XXIII of the General Terms and Conditions referred to in Section 8 hereof.

1.2 Facilities Construction Policy

In order to provide service pursuant to this Toll Schedule, TCPL utilizes capacity available from its own gas transmission system and from its firm transportation service entitlement on Other Pipelines (the "Combined Capacity"). If a request for service pursuant to this Toll Schedule (the "Requested Service") requires an increase to the Combined Capacity, TCPL is prepared to use all reasonable efforts to enable it to increase the Combined Capacity to the extent necessary provided that:

- (a) there is reasonable expectation of a long term requirement for the increase in the Combined Capacity;
- (b) the Contract term shall be a minimum term of fifteen (15) years from the New Service Start Date as defined in Section 1.1 of TAPs;

- (c) the CER approves the additional facilities and/or transportation services necessary to increase the Combined Capacity; and
- (d) the availability provisions of Section 1.1 hereof are satisfied with respect to the Requested Service.

- 1.3 Service pursuant to this Toll Schedule shall only be available from receipt points for which FT service is available and to domestic delivery areas for which FT service is available. Nominations for this service must be from and to the interconnecting pipeline and shall be subject to such interconnecting operator's confirmation of such nomination within each nomination cycle.

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 On each day during the term of the Contract Customer shall be entitled to request service hereunder. Nominations for service shall be made pursuant to Section XXII of the General Terms and Conditions. Service hereunder shall not be subject to curtailment or interruption except as provided in Section XI, XIV, and XV of the General Terms and Conditions; PROVIDED HOWEVER, that if Customer fails to provide on an ongoing and timely basis to TCPL satisfactory evidence of its right to remove from the province of production all or any part of the quantities of gas to be transported by TCPL under the Contract, Customer shall be in default hereunder (the "Default") to the extent of the daily quantity not authorized for removal from the province of production as aforesaid (the "Default Quantity"), and TCPL shall be entitled to immediately suspend service for a quantity up to, and including, the Default Quantity until such time as Customer remedies the Default. TCPL shall terminate any such suspension and resume service as to that part of the Default Quantity in respect of which the Default has been remedied.

3. MONTHLY BILL

- 3.1 The monthly bill payable to TCPL for service hereunder shall include the aggregate of the demand charge in effect during the billing month for transportation service, the Abandonment Charge and, where applicable, a delivery pressure service charge and the Union Dawn Receipt Point Surcharge, and shall be calculated by applying, as follows, the applicable tolls as approved by the CER (as set forth in the List of Tolls referred to in Section 8 hereof):

(a) **Demand Charge**

For each month, the demand charge for transportation service shall be equal to the applicable EMB Monthly Demand Toll multiplied by Customer's Contract Demand. If Customer's Contract Demand changes during a month, then a weighted average daily Contract Demand shall be determined for such month and shall be used to calculate the demand charge for such month. The said demand charge is payable by Customer notwithstanding any failure by Customer during such month, for any reason whatsoever including force majeure or a default by Customer under Section 2.1 hereof, to deliver Customer's Authorized Quantity to TCPL at the receipt point.

(b) **Delivery Pressure Service**

For each month, the demand charge for delivery pressure service at each delivery point at which a toll for delivery pressure has been set shall be equal to the applicable Delivery Pressure Monthly Demand Toll multiplied by Customer's Contract Demand in effect at each such delivery point. If Customer's Contract Demand changes during a month, then a weighted average daily Contract Demand shall be determined for such month and shall be used to calculate the demand charge for such month. The said demand charge is payable by Customer notwithstanding any failure by Customer during such month, for any reason whatsoever including force majeure or a default by Customer under Section 2.1 hereof, to deliver Customer's Authorized Quantity to TCPL at the receipt point.

(c) **Union Dawn Receipt Point Surcharge**

Each month, Customer shall pay the Union Dawn Receipt Point Surcharge for service from the Union Dawn receipt point notwithstanding any failure by Customer during such month, for any reason whatsoever including force majeure or a default by Customer under Section 2.1 hereof, to deliver Customer's Authorized Quantity to TCPL at the Union Dawn receipt point.

(d) **Fuel**

For each month, a Customer shall provide, on a daily basis, a quantity of fuel in accordance with Section IV of the General Terms and Conditions.

(e) **Abandonment Charge**

Each month, Customer shall pay to TCPL an Abandonment Charge determined by multiplying Customer's Contract Demand by the applicable Monthly Abandonment Surcharge. If Customer's Contract Demand changes during a month, then a weighted average daily Contract Demand shall be determined for such month and shall be used to calculate the Abandonment Charge for such month. The Abandonment Charge is payable by Customer notwithstanding any failure by Customer during such month, for any reason whatsoever including force majeure or a default by Customer under Section 2.1 hereof, to deliver Customer's Authorized Quantity to TCPL at the receipt point.

4. MINIMUM BILL

- 4.1 The minimum monthly bill for service hereunder shall be the sum of the charges determined in Subsections 3.1 (a), 3.1 (e) and (if applicable) 3.1 (b) and 3.1 (c) hereof, after giving effect to any adjustment pursuant to Section 5 hereof.

5. DEMAND CHARGE ADJUSTMENTS

- 5.1 If during any day, during the period of November 1 of a year to March 31 of the following year, TCPL fails to deliver the quantity of gas requested by Customer up to the Contract Demand, for any reason related solely to TCPL's operations, including an event of force majeure occurring on any of the pipeline systems of TCPL and Other Pipelines, then the monthly demand charge shall be reduced by an amount equal to the applicable Daily Demand Toll multiplied by the difference between the quantity of gas which TCPL actually delivered to Customer on such day, and the quantity of gas which such Customer in good faith nominated hereunder on such day. If TCPL refuses to accept deliveries of Customer's gas or curtails receipts from or deliveries to Customer pursuant to Paragraph 8 (Energy Imbalance Recovery) of Section XXII of the General Terms and Conditions, then there shall be no corresponding reduction in the monthly demand charge to Customer.

- 5.2 For any day, during the period of November 1 of a year to March 31 of the following year, on which transportation service charges are adjusted pursuant to Section 5.1 above, the Union Dawn Receipt Point Surcharge payable by Customer pursuant to Subsection 3.1(c) hereof shall also be adjusted. Such surcharge shall be reduced by an amount equal to the applicable Union Dawn Receipt Point Daily Demand Toll multiplied by the difference between the quantity of gas which TCPL actually transported from the Union Dawn receipt point on such day and the quantity which such Customer in good faith nominated for transport on such day.

For any day on which transportation service charges are adjusted pursuant to Section 5.1, the delivery pressure charge payable by Customer pursuant to Subsection 3.1 (b) hereof shall also be adjusted. The delivery pressure charge shall be reduced by an amount equal to the applicable Delivery Pressure Daily Demand Toll multiplied by the difference between the quantity of gas which TCPL actually delivered to Customer on such day and the quantity which such Customer in good faith nominated for delivery on such day.

- 5.3 For any day on which transportation service charges are adjusted pursuant to Section 5.1, the Abandonment Charge payable by Customer pursuant to Subsection 3.1(e) hereof shall also be adjusted. The Abandonment Charge shall be reduced by an amount equal to the applicable Daily Abandonment Surcharge multiplied by the difference between the quantity of gas which TCPL actually delivered to Customer on such Day, and the quantity of gas which such Customer in good faith nominated for delivery on such Day.

6. ASSIGNMENT

- 6.1 Any company which shall succeed by purchase, merger or consolidation to the properties, substantially or in entirety, of Customer or of TCPL, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under any Contract into which this Toll Schedule is incorporated and any related contracts. Further, either Customer or TCPL may, without relieving itself of its obligations under any Contract into which this Toll Schedule is incorporated (unless consented to by the other party which consent shall not be unreasonably withheld), assign any of its rights and obligations thereunder to another party. Nothing herein shall in any way prevent either party to such Contract from pledging or mortgaging its rights thereunder as security for its indebtedness. Such Contract shall be binding upon and shall inure to the benefit of the respective

successors and assigns of the parties thereto. No assignment hereunder in respect of a service which has already resulted in a reduction of the affected distributor's Contract Demand shall entitle such distributor to any further reduction in its Contract Demand.

- 6.2 Assignments at a discount negotiated between assignors and assignees are permitted, provided that the approved toll continues to be paid to TCPL.
- 6.3 Prior to the effective date of any assignment of any Contract subject to Subsection XXIII(3)(b) of the General Terms and Conditions of the Tariff, assignee shall as requested by TCPL, execute an assignment of any related Financial Assurances Agreements (as defined in Section 5.4(c)(ii) of the Transportation Access Procedures) or execute a new Financial Assurances Agreement.
- 6.4 Save as herein provided, assignments of any Contracts into which this Toll Schedule is incorporated are expressly prohibited.

7. RENEWAL RIGHTS

- 7.1 Subject to Sections 7.4 and 7.5 and pursuant to any Contract into which this EMB Toll Schedule is incorporated and which Contract has been determined by TCPL to be serving a long term market, and subject to the following conditions, Customer shall have the option (the "Renewal Option") of extending the existing term (the "Existing Term") for a period of either (the "Renewal Term"): i) one or more annual periods ending on same calendar date as the expiry of the Existing Term; or ii) if Customer requests a service termination date of October 31, one or more annual periods of twelve (12) consecutive full months plus the number of consecutive days necessary to extend the Existing Term to the requested October 31. Customer shall also have the option of revising the Contract Demand to a level no greater than the Contract Demand set out in the Contract (the "Renewal CD"). The Renewal Option and the Renewal CD shall be subject to the following conditions:
- (a) TCPL receives written notice from Customer of Customer's election to exercise the Renewal Option which sets out the term and Contract Demand of such renewal (the "Renewal Provisions") no less than twenty-four (24) consecutive months before the termination date which would otherwise prevail under the Contract; and

Temporary Subsection 7.1(a):

Until October 31, 2026, subsection 7.1(a) above will temporarily be suspended and will be replaced with the following subsection 7.1(a):

- (a) TCPL receives written notice from Customer of Customer's election to exercise the Renewal Option which sets out the term and Contract Demand of such renewal (the "Renewal Provisions") no less than twelve (12) consecutive months before the termination date which would otherwise prevail under the Contract; and

For clarity, this paragraph 7.1(a) is only applicable to Customer's Contract for which the ability to exercise the Renewal Option has not previously expired prior to the effective date of this temporary subsection as a result of the application of Section 7.1 and Section 7.5.

- (b) Customer supplies TCPL at the time of such notice with evidence satisfactory to TCPL that Customer will meet the availability provisions of the EMB Toll Schedule in respect of the Renewal Provisions prior to the commencement of the Renewal Term.

TCPL may accept late notice of Customer's election to exercise the Renewal Option if TCPL, in its sole discretion, determines that TCPL will have the required capacity available after providing capacity for all of TCPL's obligations pursuant to prior outstanding requests from Customer and/or others, that such renewal will not adversely impact TCPL's system operations and that all of the costs for providing this service will be covered by TCPL's tolls. Contracts may be revised as of the effective renewal date to adhere to the then current Pro Forma Firm Transportation Service Contract.

Customer may exercise the Renewal Option more than one time provided that the conditions found in this Section 7.1 and in Section 7.2 hereof are met upon each and every exercise of the Renewal Option.

- 7.2 Provided TCPL has either received timely notice as provided in Subsection 7.1(a) above from Customer of Customer's election to exercise the Renewal Option, or accepted late notice

from Customer of its election to exercise the Renewal Option, and provided that Customer has met the availability provisions of the EMB Toll Schedule in respect of the Renewal Provisions, the Contract shall be amended as follows:

- (a) the Contract Demand set out in the Contract shall be revised to the level specified in the Renewal Provisions, effective as of the commencement of the Renewal Term;
and
- (b) the term of the Contract shall be extended to that specified in the Renewal Provisions, effective as of the expiry of the Existing Term.

7.3 All renewals shall be stated in GJ.

7.4 If at any time TCPL determines, acting reasonably, that:

- (a) new or additional pipeline facilities are required to increase the Combined Capacity or capabilities of the system ("Expansion Facilities"); and
- (b) the estimated cost of such Expansion Facilities will exceed \$20 million;

TCPL will provide notice of a term-up requirement ("Term-up Notice") to Customer if TCPL determines Customer's Contract may impact the design of the Expansion Facilities.

7.5 Upon receipt of the Term-up Notice Customer may elect, within sixty (60) days of receipt of the Term-up Notice, to extend the Existing Term of the Contract for all or a portion of the Contract Demand for an additional period such that the new service termination date of the Contract shall be no less than five (5) years after the expected New Service Start Date (as defined in Section 1.1 of TAPs) of the Expansion Facilities. If a Customer does not elect to extend its Existing Term within such sixty (60) day period, the Customer shall no longer be entitled to renew the Contract pursuant to Section 7.1 and the Contract shall expire at the end of the Existing Term.

8. MISCELLANEOUS PROVISIONS

- 8.1 The General Terms and Conditions and the List of Tolls of the Tariff, as amended from time to time, are applicable to this Toll Schedule and are hereby made a part hereof. If there is any conflict between the provisions of this Toll Schedule and the General Terms and Conditions, the provisions of this Toll Schedule shall prevail.
- 8.2 This Toll Schedule, the List of Tolls and the General Terms and Conditions are subject to the provisions of the CER Act or any other legislation passed in amendment thereof or substitution therefor.
- 8.3 This Toll Schedule together with the provisions of the General Terms and Conditions supercedes and replaces all previous Toll Schedules applicable to the Contract.

HERBERT LONG-TERM FIXED PRICE SERVICE

HERBERT LTFP TOLL SCHEDULE

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1. DEFINITIONS

- 1.1 Capitalized terms utilized herein, but not otherwise defined, shall have the meanings attributed to such terms in the General Terms and Conditions. For the purpose of this Toll Schedule, the following terms shall be defined:
- (a) “Conversion Option” shall have the meaning attributed to it in Section 8.1;
 - (b) “Conversion Provisions” shall have the meaning attributed to it in Subsection 8.1(c);
 - (c) “Date of Commencement” shall mean the date that service under Customer’s Herbert LTFP Contract begins, as set out in Section 1.1 of Customer’s Herbert LTFP Contract;
 - (d) “Default” shall have the meaning attributed to it in Section 3.1;
 - (e) “Default Quantity” shall have the meaning attributed to it in Section 3.1;
 - (f) “Early Conversion and Term-up Notice” shall have the meaning attributed to it in Section 8.3;
 - (g) “Expansion Facilities” shall have the meaning attributed to it in Section 8.3;
 - (h) “FT Contract” shall mean a Firm Transportation Service Contract;
 - (i) “FT Service” shall mean firm transportation service provided pursuant to the FT Toll Schedule;
 - (j) “General Terms and Conditions” means the General Terms and Conditions of the Tariff;
 - (k) “Herbert LTFP Contract” shall mean a contract for Herbert LTFP Service;
 - (l) “Herbert LTFP End Date” shall mean the date Customer’s Herbert LTFP Contract ends, as set out in Section 2.1 of Customer’s Herbert LTFP Contract;
 - (m) “Herbert LTFP Service” shall mean transportation service provided pursuant to the Herbert LTFP Toll Schedule;

- (n) "List of Tolls" means the List of Tolls of the Tariff; and
- (o) "Customer" shall have the meaning attributed to it in Section 2.1.

2. AVAILABILITY

- 2.1 Subject to Section 7.1, Herbert LTFP Service is only available to TransGas Limited ("Customer") for the purpose of supplying the gas-fired power generation facility located near Swift Current, Saskatchewan.
- 2.2 Customer shall be eligible to receive service pursuant to this Toll Schedule provided that Customer:
 - (a) has entered into a Herbert LTFP Contract with TCPL; and
 - (b) has pipeline facilities interconnecting with TCPL's facilities at the delivery point specified in the Contract, or which has provided TCPL with adequate assurances that arrangements have been made to have an authorized gas distribution or transmission company act as Customer's agent in receiving from TCPL the gas to be delivered pursuant to this Toll Schedule; and
 - (c) has provided TCPL with financial assurances as required by TCPL pursuant to Section XXIII of the General Terms and Conditions.

3. APPLICABILITY AND CHARACTER OF SERVICE

- 3.1 On each day during the term of the Herbert LTFP Contract, Customer shall be entitled to request service hereunder. Nominations for service shall be made pursuant to Section XXII of the General Terms and Conditions. Service hereunder shall not be subject to curtailment or interruption except as provided in Section XI, XIV, and XV of the General Terms and Conditions; PROVIDED HOWEVER, that if Customer fails to provide on an ongoing and timely basis to TCPL satisfactory evidence of its right to remove from the province of production all or any part of the quantities of gas to be transported by TCPL under the Herbert LTFP Contract, Customer shall be in default hereunder (the "Default") to the extent of the daily quantity not authorized for removal from the province of production as aforesaid (the "Default Quantity"), and TCPL shall be entitled to immediately suspend service for a quantity up to, and including, the Default Quantity until such time as Customer remedies the Default.

TCPL shall terminate any such suspension and resume service as to that part of the Default Quantity in respect of which the Default has been remedied.

3.2 Herbert LTFP Service is for a term of 120 consecutive months. The term of the Customer's Herbert LTFP Contract shall start on the Date of Commencement and shall end on the Herbert LTFP End Date.

3.3 Herbert LTFP Service is only available from the Empress receipt point to the Herbert delivery point.

4. MONTHLY BILL

4.1 The monthly bill payable to TCPL for service hereunder shall include the aggregate of the demand charge for Herbert LTFP Service in effect during the billing month for transportation service and the Abandonment Charge and shall be calculated by applying, as follows, the applicable tolls as approved by the CER (as set forth in the List of Tolls):

(a) **Demand Charge**

For each month, the demand charge for transportation service shall be equal to the applicable Monthly Demand Toll for Herbert LTFP Service multiplied by Customer's Contract Demand. If Customer's Contract Demand changes during a month, then a weighted average daily Contract Demand shall be determined for such month and shall be used to calculate the demand charge for such month. The said demand charge is payable by Customer notwithstanding any failure by Customer during such month, for any reason whatsoever including force majeure or a default by Customer under Section 3.1 hereof, to deliver Customer's Authorized Quantity to TCPL at the receipt point.

(b) **Fuel**

For each month, a Customer shall provide, on a daily basis, a quantity of fuel in accordance with Section IV (1)(a) of the General Terms and Conditions.

(c) **Abandonment Charge**

Each month, Customer shall pay to TCPL an Abandonment Charge determined by multiplying Customer's Contract Demand by the applicable Monthly Abandonment Surcharge. If Customer's Contract Demand changes during a month, then a weighted average daily Contract Demand shall be determined for such month and shall be used to calculate the Abandonment Charge for such month. The Abandonment Charge is payable by Customer notwithstanding any failure by Customer during such month, for any reason whatsoever including force majeure or a default by Customer under Section 3.1 hereof, to deliver Customer's Authorized Quantity to TCPL at the receipt point.

5. MINIMUM BILL

- 5.1 The minimum monthly bill for service hereunder shall be the sum of the charges determined in Subsections 4.1 (a), and 4.1 (c) hereof, after giving effect to any adjustment pursuant to Section 6 hereof.

6. DEMAND CHARGE ADJUSTMENTS

- 6.1 If during any day, TCPL fails to deliver the quantity of gas requested by Customer up to the Contract Demand, for any reason related solely to TCPL's operations, including an event of force majeure occurring on any of the pipeline systems of TCPL and Other Pipelines, then the monthly demand charge shall be reduced by an amount equal to the applicable Daily Demand Toll multiplied by the difference between the quantity of gas which TCPL actually delivered to Customer on such day, and the quantity of gas which such Customer in good faith nominated hereunder on such day. If TCPL refuses to accept deliveries of Customer's gas or curtails receipts from or deliveries to Customer pursuant to Paragraph 8 (Energy Imbalance Recovery) of Section XXII of the General Terms and Conditions, then there shall be no corresponding reduction in the monthly demand charge to Customer.
- 6.2 For any day on which transportation service charges are adjusted pursuant to Section 6.1 above, the Abandonment Charge payable by Customer pursuant to Subsection 4.1(c) hereof shall also be adjusted.

The Abandonment Charge shall be reduced by an amount equal to the applicable Daily Abandonment Surcharge multiplied by the difference between the quantity of gas which

TCPL actually delivered to Customer on such day, and the quantity of gas which such Customer in good faith nominated for delivery on such day.

7. ASSIGNMENT

- 7.1 Any company which shall succeed by purchase, merger or consolidation to the properties, substantially or in entirety, of Customer or of TCPL, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under any Herbert LTFP Contract into which this Toll Schedule is incorporated and any related contracts. Further, either Customer or TCPL may, without relieving itself of its obligations under any Herbert LTFP Contract into which this Toll Schedule is incorporated (unless consented to by the other party which consent shall not be unreasonably withheld), assign any of its rights and obligations thereunder to another party. Nothing herein shall in any way prevent either party to such Herbert LTFP Contract from pledging or mortgaging its rights thereunder as security for its indebtedness. Such Herbert LTFP Contract shall be binding upon and shall inure to the benefit of the respective successors and assigns of the parties thereto.
- 7.2 Assignments at a discount negotiated between assignors and assignees are permitted, provided that the approved toll continues to be paid to TCPL.
- 7.3 Save as herein provided, assignment of a Herbert LTFP Contract into which this Toll Schedule is incorporated is expressly prohibited and is void.

8. CONVERSION RIGHTS

- 8.1 Subject to Sections 8.3 and 8.4, Customer shall have the option of converting the Herbert LTFP Contract to an FT Contract with a receipt point of Empress and a delivery area that includes Herbert (the "Conversion Option") provided that:
- (a) the conversion shall be effective the first day after the Herbert LTFP End Date for a period of either: i) one or more annual periods ending on the same calendar date as the Herbert LTFP End Date or ii) if Customer requests a service termination date of October 31, one or more annual periods of twelve (12) consecutive full months plus the number of consecutive days necessary to the requested October 31;
 - (b) the requested FT Service Contract Demand shall be at a level no greater than the Contract Demand set out in the Herbert LTFP Contract;

- (c) TCPL receives written notice from Customer of Customer's election to exercise the Conversion Option which sets out the term and Contract Demand of such conversion (the "Conversion Provisions") no less than twenty-four (24) consecutive months before the Herbert LTFP End Date;
- (d) Customer supplies TCPL at the time of such notice with evidence satisfactory to TCPL that Customer will meet the availability provisions of the FT Toll Schedule in respect of the Conversion Provisions prior to the commencement of FT Service; and
- (e) TCPL may accept late notice of Customer's election to exercise the Conversion Option if TCPL, in its sole discretion, determines that TCPL will have the required capacity available after providing capacity for all of TCPL's obligations pursuant to prior outstanding requests from Customer and/or others, that such conversion will not adversely impact TCPL's system operations and that all of the costs for providing this service will be covered by TCPL's tolls.

8.2 All conversions shall be stated in GJ.

8.3 If at any time TCPL determines, acting reasonably, that:

- (a) new or additional pipeline facilities are required to increase the Combined Capacity or capabilities of the system ("Expansion Facilities"); and
- (b) the estimated cost of such Expansion Facilities will exceed \$20 million;

TCPL will provide an early conversion and term-up notice ("Early Conversion and Term-up Notice") to Customer entitled to the Conversion Option if TCPL determines Customer's Herbert LTFP Contract may impact the design of the Expansion Facilities.

8.4 Upon receipt of the Early Conversion and Term-up Notice, Customer may elect, within sixty (60) days of receipt of the Early Conversion and Term-up Notice, to exercise its Conversion Option for all or a portion of the Contract Demand set out in the Herbert LTFP Contract subject to the FT Contract having a termination date no earlier than five (5) years after the expected New Service Start Date (as defined in Section 1.1 of TAPs) of the Expansion Facilities. If Customer does not elect to exercise its Conversion Option for the required term set out in the Early Conversion and Term-up Notice within such sixty (60) day period, then

Customer shall no longer be entitled to a Conversion Option and Customer's Herbert LTFP Contract shall expire on the Herbert LTFP End Date.

9. MISCELLANEOUS PROVISIONS

- 9.1 The General Terms and Conditions and the List of Tolls, as amended from time to time, are applicable to this Toll Schedule and are hereby made a part hereof. If there is any conflict between the provisions of this Toll Schedule and the General Terms and Conditions, the provisions of this Toll Schedule shall prevail.
- 9.2 This Toll Schedule, the List of Tolls and the General Terms and Conditions are subject to the provisions of the CER Act or any other legislation passed in amendment thereof or substitution therefor.
- 9.3 This Toll Schedule together with the provisions of the General Terms and Conditions supercedes and replaces all previous Toll Schedules applicable to the Herbert LTFP Contract.

DAWN LONG TERM FIXED PRICE TRANSPORTATION SERVICE

DAWN LTFP TOLL SCHEDULE

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1. DEFINITIONS

- 1.1 Capitalized terms utilized herein, but not otherwise defined, shall have the meanings attributed to such terms in the General Terms and Conditions. For the purpose of this Toll Schedule, the following terms shall be defined:
- (a) “Conversion Option” shall have the meaning attributed to it in Section 10.1;
 - (b) “Conversion Provisions” shall have the meaning attributed to it in Subsection 10.1(c);
 - (c) “Dawn LTFP Contract” shall have the meaning attributed to it in Subsection 2.1(a);
 - (d) “Dawn LTFP End Date” shall mean the date Customer’s Dawn LTFP Contract ends, as set out in Section 3.1 of Customer’s Dawn LTFP Contract or as may be amended for all or a portion of the Contract Demand pursuant to Section 3.2 of Customer’s Dawn LTFP Contract, as applicable;
 - (e) “Dawn LTFP Service” shall mean transportation service provided pursuant to this Toll Schedule;
 - (f) “Default” shall have the meaning attributed to it in Section 3.1;
 - (g) “Default Quantity” shall have the meaning attributed to it in Section 3.1;
 - (h) “Early Conversion and Term-up Notice” shall have the meaning attributed to it in Section 10.3;
 - (i) “Expansion Facilities” shall have the meaning attributed to it in Section 10.3;
 - (j) “FT Contract” shall mean a Firm Transportation Service Contract;
 - (k) “FT Service” shall mean firm transportation service provided pursuant to the FT Toll Schedule;
 - (l) “General Terms and Conditions” means the General Terms and Conditions of the Tariff;
 - (m) “List of Tolls” means the List of Tolls of the Tariff; and
 - (n) “Secondary Delivery” shall have the meaning attributed to it in Section 1 of the General Terms and Conditions.

2. AVAILABILITY

- 2.1 Any Customer shall be eligible to receive service pursuant to this Toll Schedule provided that Customer:
- (a) has entered into a Dawn Long Term Fixed Price Transportation Service Contract ("Dawn LTFP Contract") with TCPL through a Dawn LTFP open season process, held by TCPL in its sole discretion; and
 - (b) has provided TCPL with financial assurances as required by TCPL pursuant to Section XXIII of the General Terms and Conditions.

3. APPLICABILITY AND CHARACTER OF SERVICE

- 3.1 On each day during the term of the Dawn LTFP Contract, Customer shall be entitled to request service hereunder. Nominations for service shall be made pursuant to Section XXII of the General Terms and Conditions. Service hereunder shall not be subject to curtailment or interruption except as provided in Section XI, XIV, and XV of the General Terms and Conditions; PROVIDED HOWEVER, that if Customer fails to provide on an ongoing and timely basis to TCPL satisfactory evidence of its right to remove from the province of production all or any part of the quantities of gas to be transported by TCPL under the Dawn LTFP Contract, Customer shall be in default hereunder (the "Default") to the extent of the daily quantity not authorized for removal from the province of production as aforesaid (the "Default Quantity"), and TCPL shall be entitled to immediately suspend service for a quantity up to, and including, the Default Quantity until such time as Customer remedies the Default. TCPL shall terminate any such suspension and resume service as to that part of the Default Quantity in respect of which the Default has been remedied.
- 3.2 Dawn LTFP Service is only available for long haul transportation service with a receipt point at Empress and a delivery point at the Union SWDA.

4. MONTHLY BILL

- 4.1 The monthly bill payable to TCPL for service hereunder shall include the aggregate of the demand charge in effect during the billing month for transportation service and any applicable surcharge, and shall be calculated by applying, as follows, the applicable tolls as approved by the CER (as set forth in the List of Tolls):

(a) **Demand Charge**

For each month, the demand charge for transportation service shall be equal to the sum of the products of the applicable Monthly Demand Toll multiplied by Customer's Contract Demand subject to each applicable Monthly Demand Toll pursuant to Sections 6.2 and 6.3 of Customer's Dawn LTFP Contract. The Monthly Demand Toll for Dawn LTFP Service is inclusive of any applicable Delivery Pressure Monthly Demand Toll and the Monthly Abandonment Surcharge which shall be equal to the Monthly Abandonment Surcharge from Empress to Emerson 2. The said demand charge is payable by Customer notwithstanding any failure by Customer during such month, for any reason whatsoever including force majeure or a default by Customer under Section 3.1 hereof, to deliver Customer's Authorized Quantity to TCPL at the receipt point.

(b) **Fuel**

For each month, a Customer shall provide, on a daily basis, a quantity of fuel in accordance with Subsection IV (1)(a) of the General Terms and Conditions.

(c) **Surcharges**

For each month, Customer shall pay any surcharge authorized by the CER to account for the costs of complying with domestic or foreign laws, rules or regulations that were not in effect or applicable to TCPL on October 13, 2016.

5. MINIMUM BILL

- 5.1 The minimum monthly bill for service hereunder shall be the sum of the charges determined in Subsections 4.1 (a) and 4.1 (c), after giving effect to any adjustment pursuant to Section 6 hereof.

6. DEMAND CHARGE ADJUSTMENTS

- 6.1 If during any day, TCPL fails to deliver the quantity of gas requested by Customer up to the Contract Demand, for any reason related solely to TCPL's operations, including an event of force majeure occurring on any of the pipeline systems of TCPL and Other Pipelines, then the monthly demand charge shall be reduced by an amount equal to the applicable Daily

Demand Toll multiplied by the difference between the quantity of gas which TCPL actually delivered to Customer on such day, and the quantity of gas which such Customer in good faith nominated hereunder on such day. Both of these quantities shall be deemed to have occurred in the same proportion as that of the portion of the Contract Demand at each applicable Daily Demand Toll. If TCPL refuses to accept deliveries of Customer's gas or curtails receipts from or deliveries to Customer pursuant to Paragraph 8 (Energy Imbalance Recovery) of Section XXII of the General Terms and Conditions, then there shall be no corresponding reduction in the monthly demand charge to Customer. Notwithstanding the foregoing, if the quantity of gas which TCPL fails to deliver is the subject of an accepted nomination for a Secondary Delivery, then TCPL shall only be obligated to reduce the monthly demand charge if such Secondary Delivery is of the nature described in Subsection (e)(ii) in Section XV of the General Terms and Conditions and in all other cases there shall be no reduction in the monthly demand charge.

7. SECONDARY DELIVERY POINTS

- 7.1 (a) TCPL will post on its website the eligible Secondary Delivery point(s).
- (b) Subject to the provisions herein, Customer shall have the right to nominate to Secondary Delivery points posted pursuant to Subsection 7.1(a).
- (c) The aggregate of all nominations for delivery hereunder shall not exceed the Contract Demand under Customer's Dawn LTFP Contract.
- (d) For the purpose of Section XVI of the General Terms and Conditions, service to Secondary Delivery points shall be equivalent to service under an STS Contract.
- 7.2 Any nomination by Customer to a Secondary Delivery point under Customer's Dawn LTFP Contract must be received by TCPL's Gas Control Department by the times posted on TCPL's website.
- 7.3 TCPL shall have the right to not accept a nomination made pursuant to Section 7.2 hereof or to accept only a portion of the quantities so nominated if the Secondary Delivery nominated would negatively impact TCPL's ability to provide those transportation services which, pursuant to Section XV of the General Terms and Conditions, have a priority of service which is higher than that of the Secondary Delivery nominated by Customer or if such Secondary

Delivery would otherwise be immediately curtailed pursuant to Paragraph (c) of Section XV of the General Terms and Conditions. TCPL shall have the right to curtail Secondary Delivery in accordance with Section XV of the General Terms and Conditions.

8. ASSIGNMENT

- 8.1 Any company which shall succeed by purchase, merger or consolidation to the properties, substantially or in entirety, of Customer or of TCPL, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under any Dawn LTFP Contract into which this Toll Schedule is incorporated and any related contracts. Further, either Customer or TCPL may, without relieving itself of its obligations under any Dawn LTFP Contract into which this Toll Schedule is incorporated (unless consented to by the other party which consent shall not be unreasonably withheld), assign any of its rights and obligations thereunder to another party. Nothing herein shall in any way prevent either party to such Dawn LTFP Contract from pledging or mortgaging its rights thereunder as security for its indebtedness. Such Dawn LTFP Contract shall be binding upon and shall inure to the benefit of the respective successors and assigns of the parties thereto.
- 8.2 Assignments at a discount negotiated between assignors and assignees are permitted, provided that the approved toll continues to be paid to TCPL.
- 8.3 Save as herein provided, assignment of a Dawn LTFP Contract into which this Toll Schedule is incorporated is expressly prohibited.

9. TERM REDUCTION RIGHTS

- 9.1 Customer may, for all or a portion of the Contract Demand, elect to reduce the 120 month term of the Dawn LTFP Contract by sixty (60), forty-eight (48), thirty-six (36), twenty-four (24) or twelve (12) months. Customer's election must be provided to TCPL by way of an executed Exhibit "A" Addendum to Customer's Dawn LTFP Contract setting out the amended Dawn LTFP End Date for the portion of the Contract Demand subject to a reduction in term. Customer's election must be provided to TCPL a minimum of twenty-four (24) months prior to such amended Dawn LTFP End Date. Upon receipt of Customer's election, TCPL shall provide Customer with a counter-executed Exhibit "A" Addendum to the Dawn LTFP Contract.

10. CONVERSION RIGHTS

10.1 Subject to Sections 10.3 and 10.4, Customer shall have the option of converting its Contract Demand under Dawn LTFP Service to an FT Contract (the "Conversion Option") provided that:

- (a) the conversion shall be effective the first day after the applicable Dawn LTFP End Date for a period of either: i) one or more annual periods ending on the same calendar date as the applicable Dawn LTFP End Date or ii) if Customer requests a service termination date of October 31, one or more annual periods of twelve (12) consecutive full months plus the number of consecutive days necessary to the requested October 31;
- (b) the requested FT Service Contract Demand shall be at a level no greater than the portion of Contract Demand eligible for conversion at the applicable Dawn LTFP End Date;
- (c) TCPL receives written notice from Customer of Customer's election to exercise the Conversion Option which sets out the term and Contract Demand of such conversion (the "Conversion Provisions") no less than twenty-four (24) consecutive months before the applicable Dawn LTFP End Date;
- (d) Customer supplies TCPL at the time of such notice with evidence satisfactory to TCPL that Customer will meet the availability provisions of the FT Toll Schedule in respect of the Conversion Provisions prior to the commencement of FT Service; and
- (e) TCPL may accept late notice of Customer's election to exercise the Conversion Option if TCPL, in its sole discretion, determines that TCPL will have the required capacity available after providing capacity for all of TCPL's obligations pursuant to prior outstanding requests from Customer and/or others, that such conversion will not adversely impact TCPL's system operations and that all of the costs for providing this service will be covered by TCPL's tolls.

10.2 All conversions shall be stated in GJ.

10.3 If at any time TCPL determines, acting reasonably, that:

- (a) new or additional pipeline facilities are required to increase the Combined Capacity or capabilities of the system ("Expansion Facilities"); and
- (b) the estimated cost of such Expansion Facilities will exceed \$20 million;

TCPL will provide an early conversion and term-up notice ("Early Conversion and Term-up Notice") to Customer entitled to the Conversion Option if TCPL determines Customer's Dawn LTFP Contract may impact the design of the Expansion Facilities.

- 10.4 Upon receipt of the Early Conversion and Term-up Notice, Customer may elect, within sixty (60) days of receipt of the Early Conversion and Term-up Notice, to exercise its Conversion Option for all or a portion of the applicable Contract Demand, subject to the FT Contract having a termination date no earlier than five (5) years after the expected New Service Start Date (as defined in Section 1.1 of TAPs) of the Expansion Facilities. If Customer does not elect to exercise its Conversion Option for the required term set out in the Early Conversion and Term-up Notice within such sixty (60) day period, then Customer shall no longer be entitled to a Conversion Option for the applicable Contract Demand.

11. MISCELLANEOUS PROVISIONS

- 11.1 The General Terms and Conditions and the List of Tolls, as amended from time to time, are applicable to this Toll Schedule and are hereby made a part hereof. If there is any conflict between the provisions of this Toll Schedule and the General Terms and Conditions, the provisions of this Toll Schedule shall prevail.
- 11.2 This Toll Schedule, the List of Tolls and the General Terms and Conditions are subject to the provisions of the CER Act or any other legislation passed in amendment thereof or substitution therefor.
- 11.3 This Toll Schedule together with the provisions of the General Terms and Conditions supercedes and replaces all previous Toll Schedules applicable to the Dawn LTFP Contract.

NORTH BAY JUNCTION LONG TERM FIXED PRICE SERVICE

NBJ LTFP TOLL SCHEDULE

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1. DEFINITIONS

- 1.1 Capitalized terms utilized herein, but not otherwise defined, shall have the meanings attributed to such terms in the General Terms and Conditions. For the purpose of this Toll Schedule, the following terms shall be defined:
- (a) “Conversion Option” shall have the meaning attributed to it in Section 9.1;
 - (b) “Conversion Provisions” shall have the meaning attributed to it in Subsection 9.1(c);
 - (c) “Daily NBJ LTFP Differential Surcharge” shall mean the daily surcharge determined by multiplying the Monthly NBJ LTFP Differential Surcharge by twelve (12) and dividing the result by the number of days in the Year;
 - (d) “Date of Commencement” shall mean the date that service under Customer’s NBJ LTFP Contract begins, as set out in Section 1.2 of Customer’s NBJ LTFP Contract;
 - (e) “Default” shall have the meaning attributed to it in Section 3.1;
 - (f) “Default Quantity” shall have the meaning attributed to it in Section 3.1;
 - (g) “Early Conversion and Term-up Notice” shall have the meaning attributed to it in Section 9.3;
 - (h) “Expansion Facilities” shall have the meaning attributed to it in Section 9.3;
 - (i) “FT Contract” shall mean a Firm Transportation Service Contract;
 - (j) “FT Service” shall mean firm transportation service provided pursuant to the FT Toll Schedule;
 - (k) “General Terms and Conditions” means the General Terms and Conditions of the Tariff;
 - (l) “List of Tolls” means the List of Tolls of the Tariff;
 - (m) “Monthly NBJ LTFP Differential Surcharge” shall have the meaning attributed to it in Subsection 4.1(b);
 - (n) “NBJ” shall mean North Bay Junction;

- (o) "NBJ LTFP Contract" shall have the meaning attributed to it in Section 2.1(a);
- (p) "NBJ LTFP Differential Charge" shall have the meaning attributed to it in Subsection 4.1(b);
- (q) "NBJ LTFP End Date" shall mean the date Customer's NBJ LTFP Contract ends, as set out in Article II of Customer's NBJ LTFP Contract;
- (r) "NBJ LTFP Service" shall mean transportation service provided pursuant to the NBJ LTFP Toll Schedule;
- (s) "New Service Start Date" shall have the meaning attributed to it in Section 1.1 of the Transportation Access Procedures; and
- (t) "Secondary Receipt" shall have the meaning attributed to it in Section 1 of the General Terms and Conditions.

2. AVAILABILITY

2.1 Any Customer shall be eligible to receive service pursuant to this Toll Schedule provided that Customer:

- (a) has entered into a North Bay Junction Long Term Fixed Price Transportation Service Contract ("NBJ LTFP Contract") with TCPL through a NBJ LTFP open season process, held by TCPL in its sole discretion; and
- (b) has provided TCPL with financial assurances as required by TCPL pursuant to Section XXIII of the General Terms and Conditions.

3. APPLICABILITY AND CHARACTER OF SERVICE

3.1 On each day during the term of the NBJ LTFP Contract, Customer shall be entitled to request service hereunder. Nominations for service shall be made pursuant to Section XXII of the General Terms and Conditions. Service hereunder shall not be subject to curtailment or interruption except as provided in Section XI, XIV, and XV of the General Terms and Conditions; PROVIDED HOWEVER, that if Customer fails to provide on an ongoing and timely basis to TCPL satisfactory evidence of its right to remove from the province of production all or any part of the quantities of gas to be transported by TCPL under the NBJ LTFP Contract, Customer shall be in default hereunder (the "Default") to the extent of the daily quantity

not authorized for removal from the province of production as aforesaid (the "Default Quantity"), and TCPL shall be entitled to immediately suspend service for a quantity up to, and including, the Default Quantity until such time as Customer remedies the Default. TCPL shall terminate any such suspension and resume service as to that part of the Default Quantity in respect of which the Default has been remedied.

4. MONTHLY BILL

- 4.1 The monthly bill payable to TCPL for service hereunder shall include the aggregate of the demand charge in effect during the billing month for transportation service and any applicable surcharge, and shall be calculated by applying, as follows, the applicable tolls as approved by the CER (as set forth in the List of Tolls):

(a) **Demand Charge**

For each month, the demand charge for transportation service shall be equal to the applicable Monthly Demand Toll for NBJ LTFP Service multiplied by Customer's Contract Demand. The Monthly Demand Toll for NBJ LTFP Service is inclusive of the Monthly Abandonment Surcharge which shall be equal to the Monthly Abandonment Surcharge from Empress to North Bay Junction. The said demand charge is payable by Customer notwithstanding any failure by Customer during such month, for any reason whatsoever including force majeure or a default by Customer under Section 3.1 hereof, to deliver Customer's Authorized Quantity to TCPL at the receipt point.

(b) **NBJ LTFP Differential Charge**

If for any month the Monthly Abandonment Surcharge from Empress to North Bay Junction exceeds \$6.69167/GJ/Month, NBJ LTFP Service will be subject to a surcharge equal to the difference between the applicable Monthly Abandonment Surcharge and \$6.69167/GJ/Month ("Monthly NBJ LTFP Differential Surcharge"). In such case, Customer shall pay for such month a charge determined by multiplying Customer's Contract Demand by the applicable Monthly NBJ LTFP Differential Surcharge ("NBJ LTFP Differential Charge"). The NBJ LTFP Differential Charge is payable by Customer notwithstanding any failure by Customer during such month, for any reason whatsoever including force majeure or a default by Customer under

Section 3.1 hereof, to deliver Customer's Authorized Quantity to TCPL at the receipt point.

(c) **Fuel**

For each month, a Customer shall provide, on a daily basis, a quantity of fuel in accordance with Subsection IV (1)(a) of the General Terms and Conditions.

(d) **Other Surcharges**

For each month, Customer shall pay any surcharge authorized by the CER to account for the costs of complying with domestic or foreign laws, rules or regulations that were not in effect or applicable to TCPL on October 13, 2016.

5. MINIMUM BILL

- 5.1 The minimum monthly bill for service hereunder shall be the sum of the charges determined in Subsections 4.1 (a), 4.1 (b) and 4.1 (d) hereof, after giving effect to any adjustment pursuant to Section 6 hereof.

6. DEMAND CHARGE ADJUSTMENTS

- 6.1 If during any day, TCPL fails to deliver the quantity of gas requested by Customer up to the Contract Demand, for any reason related solely to TCPL's operations, including an event of force majeure occurring on any of the pipeline systems of TCPL and Other Pipelines, then the monthly demand charge shall be reduced by an amount equal to the applicable Daily Demand Toll multiplied by the difference between the quantity of gas which TCPL actually delivered to Customer on such day, and the quantity of gas which such Customer in good faith nominated hereunder on such day. If TCPL refuses to accept deliveries of Customer's gas or curtails receipts from or deliveries to Customer pursuant to Paragraph 8 (Energy Imbalance Recovery) of Section XXII of the General Terms and Conditions, then there shall be no corresponding reduction in the monthly demand charge to Customer.
- Notwithstanding the foregoing, if the quantity of gas which TCPL fails to deliver is the subject of an accepted nomination for a Secondary Receipt, then TCPL shall only be obligated to reduce the monthly demand charge if such Secondary Receipt is of the nature described in subsection (e)(ii) in Section XV of the General Terms and Conditions and in all other cases there shall be no reduction in the monthly demand charge.

- 6.2 For any day on which transportation service charges are adjusted pursuant to Section 6.1 above, the NBJ LTFP Differential Charge payable by Customer pursuant to Subsection 4.1(b) hereof shall also be adjusted if applicable.

The NBJ LTFP Differential Charge shall be reduced by an amount equal to the Daily NBJ LTFP Differential Surcharge multiplied by the difference between the quantity of gas which TCPL actually delivered to Customer on such day, and the quantity of gas which such Customer in good faith nominated for delivery on such day.

7. SECONDARY RECEIPT POINTS

- 7.1 (a) TCPL will post on its website the eligible Secondary Receipt points.
- (b) Subject to the provisions herein, Customer shall have the right to nominate from a Secondary Receipt posted pursuant to Subsection 7.1(a).
- (c) The aggregate of all nominations for receipt hereunder shall not exceed the Contract Demand under Customer's NBJ LTFP Contract.
- (d) For the purpose of Section XVI of the General Terms and Conditions, service from Secondary Receipt points shall be equivalent to service under an STS Contract.
- 7.2 Any nomination by Customer from a Secondary Receipt point under Customer's NBJ LTFP Contract must be received by TCPL's Gas Control Department by the times posted on TCPL's website.
- 7.3 TCPL shall have the right to not accept a nomination made pursuant to Section 7.2 hereof or to accept only a portion of the quantities so nominated if the Secondary Receipt nominated would negatively impact TCPL's ability to provide those transportation services which, pursuant to Section XV of the General Terms and Conditions, have a priority of service which is higher than that of the Secondary Receipt nominated by Customer or if such Secondary Receipt would otherwise be immediately curtailed pursuant to Paragraph (c) of Section XV of the General Terms and Conditions. TCPL shall have the right to curtail Secondary Receipts in accordance with Section XV of the General Terms and Conditions.

8. ASSIGNMENT

- 8.1 Any company which shall succeed by purchase, merger or consolidation to the properties, substantially or in entirety, of Customer or of TCPL, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under any NBJ LTFP Contract into which this Toll Schedule is incorporated and any related contracts. Further, either Customer or TCPL may, without relieving itself of its obligations under any NBJ LTFP Contract into which this Toll Schedule is incorporated (unless consented to by the other party which consent shall not be unreasonably withheld), assign any of its rights and obligations thereunder to another party. Nothing herein shall in any way prevent either party to such NBJ LTFP Contract from pledging or mortgaging its rights thereunder as security for its indebtedness. Such NBJ LTFP Contract shall be binding upon and shall inure to the benefit of the respective successors and assigns of the parties thereto.
- 8.2 Assignments at a discount negotiated between assignors and assignees are permitted, provided that the approved toll continues to be paid to TCPL.
- 8.3 Save as herein provided, assignment of a NBJ LTFP Contract into which this Toll Schedule is incorporated is expressly prohibited.

9. CONVERSION RIGHTS

- 9.1 Subject to Sections 9.3 and 9.4, Customer shall have the option of converting its Contract Demand under NBJ LTFP Service to an FT Contract (the "Conversion Option") provided that:
- (a) the conversion shall be effective the first day after the NBJ LTFP End Date for a period of either: i) one or more annual periods ending on the same calendar date as the NBJ LTFP End Date or ii) if Customer requests a service termination date of October 31, one or more annual periods of twelve (12) consecutive full months plus the number of consecutive days necessary to the requested October 31;
 - (b) the requested FT Service Contract Demand shall be at a level no greater than the Contract Demand set out in the NBJ LTFP Contract;
 - (c) TCPL receives written notice from Customer of Customer's election to exercise the Conversion Option which sets out the term and Contract Demand of such

conversion (the "Conversion Provisions") no less than twenty-four (24) consecutive months before the NBJ LTFP End Date;

- (d) Customer supplies TCPL at the time of such notice with evidence satisfactory to TCPL that Customer will meet the availability provisions of the FT Toll Schedule in respect of the Conversion Provisions prior to the commencement of FT Service; and
 - (e) TCPL may accept late notice of Customer's election to exercise the Conversion Option if TCPL, in its sole discretion, determines that TCPL will have the required capacity available after providing capacity for all of TCPL's obligations pursuant to prior outstanding requests from Customer and/or others, that such conversion will not adversely impact TCPL's system operations and that all of the costs for providing this service will be covered by TCPL's tolls.
- 9.2 All conversions shall be stated in GJ.
- 9.3 If at any time TCPL determines, acting reasonably, that:
- (a) new or additional pipeline facilities are required to increase the Combined Capacity or capabilities of the system ("Expansion Facilities"); and
 - (b) the estimated cost of such Expansion Facilities will exceed \$20 million;
- TCPL will provide an early conversion and term-up notice ("Early Conversion and Term-up Notice") to Customer entitled to the Conversion Option if TCPL determines Customer's NBJ LTFP Contract may impact the design of the Expansion Facilities.
- 9.4 Upon receipt of the Early Conversion and Term-up Notice, Customer may elect, within sixty (60) days of receipt of the Early Conversion and Term-up Notice, to exercise its Conversion Option for all or a portion of the Contract Demand set out in the NBJ LTFP Contract subject to the FT Contract having a termination date no earlier than five (5) years after the expected New Service Start Date of the Expansion Facilities. If Customer does not elect to exercise its Conversion Option for the required term set out in the Early Conversion and Term-up Notice within such sixty (60) day period, then Customer shall no longer be entitled to a Conversion Option and Customer's NBJ LTFP Contract shall expire on the NBJ LTFP End Date.

10. MISCELLANEOUS PROVISIONS

- 10.1 The General Terms and Conditions and the List of Tolls, as amended from time to time, are applicable to this Toll Schedule and are hereby made a part hereof. If there is any conflict between the provisions of this Toll Schedule and the General Terms and Conditions, the provisions of this Toll Schedule shall prevail.
- 10.2 This Toll Schedule, the List of Tolls and the General Terms and Conditions are subject to the provisions of the CER Act or any other legislation passed in amendment thereof or substitution therefor.
- 10.3 This Toll Schedule together with the provisions of the General Terms and Conditions supercedes and replaces all previous Toll Schedules applicable to the NBJ LTFP Contract.

MDS

MARKET DRIVEN SERVICE TOLL SCHEDULE

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1. DEFINITIONS

- 1.1 Capitalized terms utilized herein, but not otherwise defined, shall have the meanings attributed to such terms in the General Terms and Conditions. For the purpose of this Toll Schedule, the following terms shall be defined:
- (a) “Conversion Option” shall have the meaning attributed to it in Section 10.1;
 - (b) “Conversion Provisions” shall have the meaning attributed to it in Subsection 10.1(c);
 - (c) “Daily MDS Differential Surcharge” shall mean the daily surcharge determined by multiplying the Monthly MDS Differential Surcharge by twelve (12) and dividing the result by the number of days in the Year;
 - (d) “Date of Commencement” shall mean the date that Service under Customer’s MDS Contract begins, as set out in Section 2.1 of Customer’s MDS Contract;
 - (e) “Default” shall have the meaning attributed to it in Section 3.1;
 - (f) “Default Quantity” shall have the meaning attributed to it in Section 3.1;
 - (g) “Early Conversion and Term-up Notice” shall have the meaning attributed to it in Section 10.3;
 - (h) “Expansion Facilities” shall have the meaning attributed to it in Subsection 10.3(a);
 - (i) “FT Contract” shall mean a Firm Transportation Service Contract;
 - (j) “FT Service” shall mean firm transportation Service provided pursuant to the FT Toll Schedule;
 - (k) “General Terms and Conditions” means the General Terms and Conditions of the Tariff;
 - (l) “List of Tolls” means the List of Tolls of the Tariff;
 - (m) “MDS” shall mean Market Driven Service;
 - (n) “MDS Contract” shall have the meaning attributed to it in Subsection 2.1(a);

- (o) “MDS Differential Charge” shall have the meaning attributed to it in Subsection 4.1(d);
- (p) “MDS End Date” shall mean the date Customer’s MDS Contract ends, as set out in Article III of Customer’s MDS Contract or as may be amended for all or a portion of the Contract Demand pursuant to Section 4.1 of Customer’s MDS Contract, as applicable;
- (q) “MDS Open Season” shall have the meaning attributed to it in Section 2.1(a);
- (r) “Monthly MDS Differential Surcharge” shall have the meaning attributed to it in Subsection 4.1(d);
- (s) “New Service Start Date” shall have the meaning attributed to it in Section 1.1 of the Transportation Access Procedures;
- (t) “Secondary Delivery” shall have the meaning attributed to it in Section 1 of the General Terms and Conditions;
- (u) “Secondary Delivery Charge” shall have the meaning attributed to it in Subsection 4.1(e);
- (v) “Secondary Receipt” shall have the meaning attributed to it in Section 1 of the General Terms and Conditions; and
- (w) “Secondary Receipt Charge” shall have the meaning attributed to it in Subsection 4.1(e).

2. AVAILABILITY

2.1 Any Customer shall be eligible to receive Service pursuant to this Toll Schedule provided that Customer:

- (a) has entered into an MDS Transportation Service Contract (“MDS Contract”) with TCPL through an MDS open season process (“MDS Open Season”) that closes on or before December 31, 2026 and is held in accordance with Section 6 of the Transportation Access Procedures; and
- (b) has provided TCPL with financial assurances as required by TCPL pursuant to Section XXIII of the General Terms and Conditions.

2.2 Facilities Construction Policy

In order to provide Service pursuant to this MDS Toll Schedule, TCPL utilizes capacity available from its System Capacity. It is understood that TCPL shall not construct additional facilities, other than interconnection or measurement facilities, for providing Service hereunder.

3. APPLICABILITY AND CHARACTER OF SERVICE

- 3.1 On each day during the term of the MDS Contract, Customer shall be entitled to request Service hereunder. Nominations for Service shall be made pursuant to Section XXII of the General Terms and Conditions. Service hereunder shall not be subject to curtailment or interruption except as provided in Section XI, XIV, and XV of the General Terms and Conditions; PROVIDED HOWEVER, that if Customer fails to provide on an ongoing and timely basis to TCPL satisfactory evidence of its right to remove from the province of production all or any part of the quantities of gas to be transported by TCPL under the MDS Contract, Customer shall be in default hereunder (the "Default") to the extent of the daily quantity not authorized for removal from the province of production as aforesaid (the "Default Quantity"), and TCPL shall be entitled to immediately suspend Service for a quantity up to, and including, the Default Quantity until such time as Customer remedies the Default. TCPL shall terminate any such suspension and resume Service as to that part of the Default Quantity in respect of which the Default has been remedied.

4. MONTHLY BILL

- 4.1 The monthly bill payable to TCPL for Service hereunder shall include the aggregate of the demand charge in effect during the billing month for transportation Service and any applicable surcharge, and shall be calculated by applying, as follows, the applicable tolls as approved by the CER (as set forth in the List of Tolls):

(a) **Demand Charge**

The Demand Charge for MDS will consist of one of the following, as offered in the MDS Open Season and specified in Article VI of Customer's MDS Contract:

(i) Demand Charge Not Inclusive of the Abandonment Charge

For each month, the demand charge for transportation service shall be equal to the sum of the products of the applicable Monthly Demand Toll for MDS multiplied by Customer's Contract Demand, subject to each applicable Monthly Demand Toll pursuant to Section 6.2 of Customer's MDS Contract, or, if applicable, each applicable Monthly Demand Toll pursuant to Customer's MDS Contract for term reductions pursuant to Section 9. The said demand charge is payable by Customer notwithstanding any failure by Customer during such month, for any reason whatsoever including force majeure or a default by Customer under Section 3.1 hereof, to deliver Customer's Authorized Quantity to TCPL at the receipt point.

(ii) Demand Charge Inclusive of the Abandonment Charge

For each month, the demand charge for transportation Service shall be equal to the sum of the products of the applicable Monthly Demand Toll for MDS multiplied by Customer's Contract Demand, subject to each applicable Monthly Demand Toll pursuant to Section 6.2 of Customer's MDS Contract, or, if applicable, each applicable Monthly Demand Toll pursuant to Customer's MDS Contract for term reductions pursuant to Section 9. The said demand charge is payable by Customer notwithstanding any failure by Customer during such month, for any reason whatsoever including force majeure or a default by Customer under Section 3.1 hereof, to deliver Customer's Authorized Quantity to TCPL at the receipt point.

(b) Delivery Pressure Service

For each month, if applicable and if not inclusive in the Demand Charge pursuant to Subsection 4.1(a) and Customer's MDS Contract, the demand charge for delivery pressure Service at each delivery point at which a toll for delivery pressure has been set shall be equal to the applicable Delivery Pressure Monthly Demand Toll multiplied by Customer's Contract Demand in effect at each such delivery point. The said Delivery Pressure Monthly Demand Toll is payable by Customer notwithstanding any failure by Customer during such month, for any reason

whatsoever including force majeure or a default by Customer under Section 3.1 hereof, to deliver Customer's Authorized Quantity to TCPL at the receipt point.

c) **Abandonment Charge**

Where the Demand Charge is not inclusive of the Abandonment Charge pursuant to Subsection 4(a)(i) and Customer's MDS Contract, each month, Customer shall pay to TCPL an Abandonment Charge determined by multiplying Customer's Contract Demand by the applicable Monthly Abandonment Surcharge. If Customer's Contract Demand changes during a month, then a weighted average daily Contract Demand shall be determined for such month and shall be used to calculate the Abandonment Charge for such month. The Abandonment Charge is payable by Customer notwithstanding any failure by Customer during such month, for any reason whatsoever including force majeure or a default by Customer under Section 3.1 hereof, to deliver Customer's Authorized Quantity to TCPL at the receipt point.

Where MDS has Secondary Delivery and/or Secondary Receipt points that are authorized for use pursuant to Section 7, Customer shall pay to TCPL for all Secondary Receipt and/or Secondary Delivery points, a charge equal to the product obtained by multiplying the amount, if any, by which the Daily Abandonment Surcharge, applicable from the receipt point or Secondary Receipt point, as applicable, to the delivery point or delivery area or Secondary Delivery Point, as applicable, exceeds the applicable Daily Abandonment Surcharge from the receipt point to the delivery point or area which are specified in Customer's Contract, by Customer's Authorized Quantity.

(d) **Differential Charge**

Where the Demand Charge is inclusive of the Abandonment Charge pursuant to Subsection 4(a)(ii) and Customer's MDS Contract, if for any month the Monthly Abandonment Surcharge from the Receipt Point specified in Customer's MDS Contract to the Delivery Point specified in Customer's MDS Contract exceeds the value specified in Customer's MDS Contract, if applicable, MDS Customer will be subject to a surcharge equal to the difference between the applicable Monthly Abandonment Surcharge and the value specified in Customer's MDS Contract ("Monthly MDS Differential Surcharge"). In such case, Customer shall pay for such

month a charge determined by multiplying Customer's Contract Demand by the applicable Monthly MDS Differential Surcharge ("MDS Differential Charge"). The MDS Differential Charge is payable by Customer notwithstanding any failure by Customer during such month, for any reason whatsoever including force majeure or a default by Customer under Section 3.1 hereof, to deliver Customer's Authorized Quantity to TCPL at the receipt point.

(e) Secondary Receipt and/or Secondary Delivery Charge

For each month, if applicable and if not inclusive in the Demand Charge pursuant to Subsection 4.1(a) and Customer's MDS Contract, Customer shall also pay a demand charge for authorized quantities of Secondary Receipt and/or Secondary Delivery points pursuant to Section 7 determined by multiplying the Customer's Authorized Quantity by the applicable Secondary Receipt Charge and/or Secondary Delivery Charge ("Secondary Receipt Charge" or "Secondary Delivery Charge").

For any MDS Contract that includes Secondary Receipt point(s) or Secondary Delivery point(s), any applicable Secondary Receipt Charge and/or Secondary Delivery Charge for the use of such Secondary Receipt point(s) or Secondary Delivery point(s) located outside the primary contract path of the MDS Contract will be the difference between the Daily Demand Toll for FT service for the nominated points and the Daily Demand Toll for FT service applicable to the primary contract path of the MDS Contract.

(f) Other Surcharges

For each month, Customer shall pay any surcharge authorized by the CER to account for the costs of complying with domestic or foreign laws, rules or regulations that were not in effect or applicable to TCPL on the date of the commencement of the MDS Open Season.

(g) Fuel

For each month, a Customer shall provide, on a daily basis, a quantity of fuel in accordance with Subsection IV (1)(a) of the General Terms and Conditions.

5. MINIMUM BILL

5.1 The minimum monthly bill for Service hereunder shall be the sum of the charges determined in the following Subsections hereof, as applicable, and as identified in Customer's MDS Contract:

- (a) 4.1(a)(i) or 4.1(a)(ii);
- (b) 4.1(b);
- (c) 4.1(c);
- (d) 4.1(d);
- (e) 4.1(e); and
- (f) 4.1(f).

after giving effect to any adjustment pursuant to Section 6 hereof.

6. DEMAND CHARGE ADJUSTMENTS

6.1 If during any day, TCPL fails to deliver the quantity of gas requested by Customer up to the Contract Demand, for any reason related solely to TCPL's operations, including an event of force majeure occurring on any of the pipeline systems of TCPL and Other Pipelines, then the monthly demand charge shall be reduced by an amount equal to the applicable Daily Demand Toll multiplied by the difference between the quantity of gas which TCPL actually delivered to Customer on such day, and the quantity of gas which such Customer in good faith nominated hereunder on such day. Both of these quantities shall be deemed to have occurred in the same proportion as that of the portion of the Contract Demand at each applicable Daily Demand Toll. If TCPL refuses to accept deliveries of Customer's gas or curtails receipts from or deliveries to Customer pursuant to Paragraph 8 (Energy Imbalance Recovery) of Section XXII of the General Terms and Conditions, then there shall be no corresponding reduction in the monthly demand charge to Customer. Notwithstanding the foregoing, if the quantity of gas which TCPL fails to deliver is the subject of an accepted nomination for a Secondary Receipt and/or Secondary Delivery, then TCPL shall only be obligated to reduce the monthly demand charge if such Secondary Receipt and/or Secondary Delivery is of the nature described in Subsection (e)(ii) in Section XV of the General Terms and Conditions and in all other cases there shall be no reduction in the monthly demand charge.

6.2 For any day on which transportation Service charges are adjusted pursuant to Section 6.1 above the Abandonment Charge and the MDS Differential Charge payable by Customer

pursuant to Subsections 4.1(c) and 4.1(d) hereof shall also be adjusted, as applicable.

The Abandonment Charge shall be reduced by an amount equal to the applicable Daily Abandonment Surcharge multiplied by the difference between the quantity of gas which TCPL actually delivered to Customer on such day, and the quantity of gas which such Customer in good faith nominated hereunder on such day.

The MDS Differential Charge shall be reduced by an amount equal to the Daily MDS Differential Surcharge multiplied by the difference between the quantity of gas which TCPL actually delivered to Customer on such day, and the quantity of gas which such Customer in good faith nominated hereunder on such day.

7. SECONDARY RECEIPT AND SECONDARY DELIVERY POINTS

- 7.1 (a) Eligible Secondary Receipt point(s) and/or Secondary Delivery point(s), as applicable, will be identified in Customer's MDS Contract.
- (b) Subject to the provisions herein, Customer shall have the right to nominate to Secondary Receipt point(s) and/or Secondary Delivery point(s) pursuant to Subsection 7.1(a).
- (c) The aggregate of all nominations for receipt and/or delivery hereunder shall not exceed the Contract Demand under Customer's MDS Contract.
- (d) For the purpose of Section XVI of the General Terms and Conditions, Service to Secondary Receipt point(s) and/or Secondary Delivery point(s) shall be equivalent to Service under an STS Contract.
- 7.2 Any nomination by Customer from a Secondary Receipt point(s) and/or to a Secondary Delivery point(s) under Customer's MDS Contract must be received by TCPL's Gas Control Department by the times posted on TCPL's website.
- 7.3 TCPL shall have the right to not accept a nomination made pursuant to Section 7.2 hereof or to accept only a portion of the quantities so nominated if the Secondary Receipt and/or Secondary Delivery nominated would negatively impact TCPL's ability to provide those transportation Services which, pursuant to Section XV of the General Terms and Conditions, have a priority of Service which is higher than that of the Secondary Receipt and/or Secondary Delivery nominated by Customer or if such Secondary Receipt and/or Secondary

Delivery would otherwise be immediately curtailed pursuant to Paragraph (c) of Section XV of the General Terms and Conditions. TCPL shall have the right to curtail Secondary Receipt and/or Secondary Delivery in accordance with Section XV of the General Terms and Conditions.

8. ASSIGNMENT

- 8.1 Any company which shall succeed by purchase, merger or consolidation to the properties, substantially or in entirety, of Customer or of TCPL, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under any MDS Contract into which this Toll Schedule is incorporated and any related Contracts. Further, either Customer or TCPL may, without relieving itself of its obligations under any MDS Contract into which this Toll Schedule is incorporated (unless consented to by the other party which consent shall not be unreasonably withheld), assign any of its rights and obligations thereunder to another party. Nothing herein shall in any way prevent either party to such MDS Contract from pledging or mortgaging its rights thereunder as security for its indebtedness. Such MDS Contract shall be binding upon and shall inure to the benefit of the respective successors and assigns of the parties thereto.
- 8.2 Assignments at a discount negotiated between assignors and assignees are permitted, provided that the approved toll continues to be paid to TCPL.
- 8.3 Save as herein provided, assignment of an MDS Contract into which this Toll Schedule is incorporated is expressly prohibited.

9. TERM REDUCTION RIGHTS

- 9.1 If available through the terms of the MDS Open Season and as specified in Customer's MDS Contract, Customer may, for all or a portion of the Contract Demand, elect to reduce the term of the Service set out in the MDS Contract by the number of months available for term reduction as also specified in the MDS Open Season. Customer's election must be provided to TCPL by way of an executed Exhibit "A" Addendum to Customer's MDS Contract setting out the amended MDS End Date for the portion of the Contract Demand subject to a reduction in term. Customer's election must be provided to TCPL a minimum of twenty-four (24) months prior to such amended MDS End Date. Upon receipt of Customer's election, TCPL shall provide Customer with a counter-executed Exhibit "A" Addendum to the MDS Contract.

10. CONVERSION RIGHTS

10.1 Subject to Sections 10.3 and 10.4, Customer shall have the option of converting its Contract Demand under MDS to an FT Contract (the "Conversion Option") provided that:

- (a) the conversion shall be effective the first day after the applicable MDS End Date for a period of either: i) one or more annual periods ending on the same calendar date as the applicable MDS End Date or ii) if Customer requests a Service termination date of October 31, one or more annual periods of twelve (12) consecutive full months plus the number of consecutive days necessary to the requested October 31;
- (b) the requested FT Service Contract Demand shall be at a level no greater than the portion of Contract Demand eligible for conversion at the applicable MDS End Date;
- (c) TCPL receives written notice from Customer of Customer's election to exercise the Conversion Option which sets out the term and Contract Demand of such conversion (the "Conversion Provisions") no less than twelve (12) consecutive months before the applicable MDS End Date;
- (d) Customer supplies TCPL at the time of such notice with evidence satisfactory to TCPL that Customer will meet the availability provisions of the FT Toll Schedule in respect of the Conversion Provisions prior to the commencement of FT Service; and
- (e) TCPL may accept late notice of Customer's election to exercise the Conversion Option if TCPL, in its sole discretion, determines that TCPL will have the required capacity available after providing capacity for all of TCPL's obligations pursuant to prior outstanding requests from Customer and/or others, that such conversion will not adversely impact TCPL's system operations and that all of the costs for providing this Service will be covered by TCPL's tolls.

10.2 All conversions shall be stated in GJ.

10.3 If at any time TCPL determines, acting reasonably, that:

- (a) new or additional pipeline facilities are required to increase the Combined Capacity or capabilities of the system ("Expansion Facilities"); and
- (b) the estimated cost of such Expansion Facilities will exceed \$20 million;

TCPL will provide an early conversion and term-up notice ("Early Conversion and Term-up Notice") to Customer entitled to the Conversion Option if TCPL determines Customer's MDS Contract may impact the design of the Expansion Facilities.

- 10.4 Upon receipt of the Early Conversion and Term-up Notice, Customer may elect, within sixty (60) days of receipt of the Early Conversion and Term-up Notice, to exercise its Conversion Option for all or a portion of the applicable Contract Demand, subject to the FT Contract having a termination date no earlier than five (5) years after the expected New Service Start Date (as defined in Subsection 1.1 of TAPs) of the Expansion Facilities. If Customer does not elect to exercise its Conversion Option for the required term set out in the Early Conversion and Term-up Notice within such sixty (60) day period, then Customer shall no longer be entitled to a Conversion Option for the applicable Contract Demand.

11. MISCELLANEOUS PROVISIONS

- 11.1 The General Terms and Conditions and the List of Tolls, as amended from time to time, are applicable to this Toll Schedule and are hereby made a part hereof. If there is any conflict between the provisions of this Toll Schedule and the General Terms and Conditions, the provisions of this Toll Schedule shall prevail.
- 11.2 This Toll Schedule, the List of Tolls and the General Terms and Conditions are subject to the provisions of the CER Act or any other legislation passed in amendment thereof or substitution therefor.
- 11.3 This Toll Schedule together with the provisions of the General Terms and Conditions supercedes and replaces all previous Toll Schedules applicable to the MDS Contract.

GENERAL TERMS AND CONDITIONS

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I DEFINITIONS

Except where the context expressly states another meaning, the following terms, when used in these General Terms and Conditions, in any Contract and in any Toll Schedule into which these General Terms and Conditions are incorporated, shall be construed to have the following meanings:

- “Abandonment Charge” shall mean the charge payable by Customer to TCPL pursuant to the FT, FT-SN, FT-NR, MFP, Herbert LTFP, Dawn LTFP, NBJ LTFP, MDS, IT, STS, STS-L, STFT, ST-SN and EMB Contracts.
- “Alternate Receipt” shall mean the receipt of quantities of gas at a receipt point not specified in Customer’s FT, FT-SN, FT-NR, or MFP Contract.
- “Banking Day” shall mean any day that the Royal Bank of Canada, Main Branch, Calgary, Canada or other financial institutions agreed to by TCPL for payment pursuant to Section XI herein, conducts business.
- “Biogas” shall mean gas produced through the fermentation of organic material in the absence of oxygen.
- “BNQ Standard” shall mean Bureau of normalisation du Quebec – BNQ 3672 – 100 Biomethane – Quality Specifications for Injection into Natural Gas Distribution and Transmissions Systems, as may be amended from time to time.
- “CCT” shall mean Central Clock Time, representing the time in effect in the Central Time Zone of Canada at the time a transaction occurs, regardless of whether that time may be Standard Time or Daylight Savings Time as those terms are commonly known and understood.
- “CER” shall mean the Commission of the Canada Energy Regulator, or any regulatory or government authority hereafter having a similar jurisdiction in substitution therefor.
- “CER Act” shall mean the Canadian Energy Regulator Act.
- “Contract” shall mean a transportation service contract or a contract pursuant to the SNB Toll Schedule and shall also mean an Order of the CER pursuant to Section 239(2) of the CER Act, as amended from time to time requiring TCPL to provide transportation service.

- “Contract Demand” shall mean that quantity of gas expressed in GJ specified in Customer’s transportation service contract as Customer’s daily or seasonal entitlement, as the case may be, to transportation capacity.
- “Contract Year” shall mean a period of twelve (12) consecutive months beginning on the first day of November.
- “Cubic Metre” or “m³” shall mean the volume of gas which occupies one cubic metre when such gas is at a temperature of fifteen degrees (15°) Celsius, and at a pressure of 101.325 kilopascals absolute.
- “Cumulative Storage Balance” for a Customer’s STS or STS-L Contract on any Day shall be equal to: **A + B + C + D – E**

Where:

“A” = the cumulative Daily Injection Quantity on such Day;

“B” = the cumulative Daily STFT Quantity on such Day;

“C” = the cumulative Daily IT Quantity on such Day;

“D” = the cumulative Daily Diversion Quantity on such Day; and

“E” = the cumulative Daily Withdrawal Quantity on such Day;

all as defined in Subsection 3.1(e) of the STS Toll Schedule for STS Contracts or Subsection 3.1(b) of the STS-L Toll Schedule for STS-L Contracts.

- “Customer” shall mean a customer of transportation service.
- “Customer’s Authorized Quantity” shall be as defined in Subsection XXII(1).
- “Customer’s Maximum Hourly Flow Rate” shall mean, on any Day, the maximum hourly rate of flow of Gas Customer may receive at a delivery point or area and which shall be equal to the sum of:
 - a) 5% of the aggregate daily Contract Demand for all of Customer’s service pursuant to, FT, FT-NR, STFT, STS, STS-L, MFP, Herbert LTFP, Dawn LTFP, NBJ LTFP, MDS and EMB Contracts which specify delivery of gas to such delivery point or area (excluding deliveries pursuant to STS, STS-L and EMB Contracts

that are on a best efforts basis) minus all Diversions and Secondary Deliveries under such Contracts on such Day; and

- b) 5% of the aggregate Customer's Authorized Quantity for deliveries to such delivery point or area under all of Customer's IT Contracts, STS Overrun, Diversions and Secondary Deliveries on such Day and deliveries which are on a best effort basis pursuant to STS, STS-L and EMB Contracts.
- "Daily Abandonment Surcharge" shall mean the daily surcharge, as approved by the CER and as set forth in the List of Tolls referred to in Section III hereof, determined by multiplying the applicable Monthly Abandonment Surcharge by twelve (12) and dividing the result by the number of days in the Year.
 - "Daily Contract Injection Quantity" shall, for the purposes of the STS-L Contracts, mean the quantity of gas specified in the STS-L Contract for delivery from the Market Point to the Storage Injection Point(s).
 - "Daily Contract Withdrawal Quantity" shall, for the purposes of the STS-L Contracts, mean 75% of the Daily Contract Injection Quantity, for delivery from the Storage Withdrawal Point to the Market Point.
 - "Daily Demand Toll" shall mean the toll determined by multiplying the Monthly Demand Toll for the applicable transportation service, as approved by the CER (as set forth in the List of Tolls referred to in Section III hereof), by twelve (12) and dividing the result by the number of days in the Year.
 - "Daily Diversion Quantity" shall have the meaning ascribed in Subsection 3.1(e)(i) of the STS Toll Schedule.
 - "Daily Excess Withdrawal Quantity" shall be as defined in Subsection 3.1(e) of the STS Toll Schedule for STS Contracts and Subsection 3.1(b) of the STS-L Toll Schedule for STS-L Contracts.
 - "Daily Injection Quantity" shall be as defined in Subsection 2.2(a) of the STS Toll Schedule for STS Contracts or STS-L Toll Schedule for STS-L Contracts.
 - "Daily IT Quantity" shall be as defined in Subsection 3.1(e) of the STS Toll Schedule for STS Contracts and in Subsection 3.1(b) of the STS-L Toll Schedule for STS-L Contracts.

- “Daily Operational Injection Quantity” shall, for the purposes of STS-L Contracts, mean the least of the aggregate of the Contract Demand(s) of the Linked FT Contract(s) and the Daily Contract Injection Quantity from the Market Point to the Storage Injection Point(s).
- “Daily STFT Quantity” shall be as defined in Subsection 3.1 (e) of the STS Toll Schedule for STS Contracts and in Subsection 3.1(b) of the STS-L Toll Schedule for STS-L Contracts.
- “Daily Withdrawal Quantity” shall be as defined in Subsection 2.2(b) of the STS Toll Schedule for STS Contracts and Subsection 2.2(b) STS-L Toll Schedule for STS-L Contracts.
- “Day” shall mean a period of 24 consecutive hours, beginning and ending at 09:00 hours Central Clock Time, or at such other time as may be mutually agreed upon by Customer and TCPL. The reference date for any day shall be the calendar date upon which the 24 hour period shall commence.
- “Delivery Areas” shall mean the delivery areas set out in Section XX of the General Terms and Conditions.
- “Delivery Pressure Daily Demand Toll” shall mean the toll determined by multiplying the Delivery Pressure Monthly Demand Toll, as approved by the CER (as set forth in the List of Tolls referred to in Section III hereof), by twelve (12) and dividing the result by the number of days in the Year.
- “Diversion” shall mean the delivery of quantities of gas at a delivery point and/or delivery area not specified in Customer’s FT, FT-SN, FT-NR, or MFP Contract.
- “EDI” means Electronic Data Interchange being the direct computer-to-computer transfer of information using ANSI ASC X12 protocol and a specific definition assigned by TCPL under standards agreed to by a consensus of the natural gas industry (through standard-setting committees).
- “EDI format” shall mean a file format compliant with the ANSI ASC X12 protocol used for EDI and according to the specific definition assigned by TCPL under standards agreed to by a consensus of the natural gas industry (through standard-setting committees).

- “Financial Assurance” shall have the meaning attributed to it in Subsection XXIII(1) hereof.
- “Fuel Quantity” shall mean the quantity of gas expressed in gigajoules which is to be used by TCPL as fuel for transporting Customer’s Authorized Quantity.
- “Gas” shall mean: (i) any hydrocarbons or mixture of hydrocarbons that, at a temperature of 15° C and a pressure of 101.325 kPa, is in a gaseous state, or (ii) any substance designated as a gas product by regulations made under Section 390 of the CER Act.
- “GJ” shall mean gigajoule being 1,000,000,000 joules and include the plural as the context requires.
- “Gross Heating Value” shall mean the total joules expressed in megajoules per cubic metre (MJ/m³) produced by the complete combustion at constant pressure of one (1) cubic metre of gas with air, with the gas free of water vapour and the temperature of the gas, air and products of combustion to be at standard temperature and all water formed by combustion reaction to be condensed to the liquid state.
- “Joule” (J) shall mean the work done when the point of application of a force of one (1) newton is displaced a distance of one (1) metre in the direction of the force.
- “Linked FT Contract” or “Linked MFP Contract” shall mean the FT or MFP Contract(s) identified in Exhibit “B” of Customer’s STS-L Contract and such FT or MFP Contract shall satisfy the following:
 - i. the delivery point shall be the same as the Market Point specified in Exhibit “A” of Customer’s STS-L Contract;
 - ii. is not identified in any other STS Contract or any Exhibit “B” of any other STS-L Contract;
 - iii. has a minimum Linked Term of 1 month, and shall commence on the first day of a month and shall end on the last day of a month; and
 - iv. has a receipt point that is Empress or in the province of Saskatchewan.
- “Linked Term” shall have the meaning ascribed in Exhibit “B” of the STS-L Toll Schedule.

- “Market Point” shall have the meaning ascribed in Exhibit “A” of the STS Contract or STS-L Contract as the case may be.
- “Month” shall mean the period beginning on the first day of the calendar month and ending at the beginning of the first day of the next succeeding calendar month.
- “Monthly Abandonment Surcharge” shall mean the monthly surcharge, as approved by the CER and set forth in the List of Tolls referred to in Section III hereof, for service from a particular receipt point to a particular delivery point.
- “Monthly Demand Toll” shall mean the toll for transportation service as approved by the CER and set forth in the List of Tolls referred to in Section III hereof.
- “Natural Gas Interchangeability Indices” shall have the meaning ascribed in Section V(5).
- “NEB” shall mean the National Energy Board or any regulatory or government authority hereafter having a similar jurisdiction in substitution therefor, including the CER.
- “NGTL” shall mean NOVA Gas Transmission Ltd. and its successors.
- “Other Pipelines” shall mean the natural gas pipelines of Enbridge Gas Inc., , Great Lakes Gas Transmission Limited Partnership, Great Lakes Pipeline Canada Ltd., and Trans Quebec & Maritimes Pipeline Inc.
- “Refined Biogas” shall mean gas obtained from the purification of Biogas that meets the technical specifications required by TCPL.
- “Secondary Delivery” shall mean the delivery of quantities of gas at a delivery point on the Great Lakes Gas Transmission Limited Partnership pipeline system pursuant to Dawn LTFP Service or at an eligible delivery point other than the primary delivery point pursuant to MDS.
- “Secondary Receipt” shall mean the receipt of quantities of gas at an eligible receipt point other than the primary receipt point pursuant to NBJ LTFP Service or MDS.
- “Shipper” shall have the same meaning as Customer.
- “Short Notice Service” shall mean service pursuant to a FT-SN Toll Schedule, SNB Toll Schedule or ST-SN Toll Schedule.

- “Storage Injection Point” shall have the meaning ascribed in Exhibit “A” of the STS Contract or the STS-L Contract as the case may be.
- “Storage Withdrawal Point” shall have the meaning ascribed in Exhibit “A” of the STS Contract or the STS-L Contract as the case may be.
- “Subsidiary” shall mean a company in which 50% or more of the issued share capital (having full voting rights under all circumstances) is owned or controlled directly or indirectly by another company, by one or more subsidiaries of such other company, or by such other company and one or more of its subsidiaries.
- “TAPs” shall be as defined in Section 1.1 of the Transportation Access Procedures.
- “Tariff” shall mean TCPL’s Transportation Tariff as may be amended or approved from time to time by the CER.
- “TCPL” shall mean TransCanada PipeLines Limited and its successors.
- “Title Transfer” shall mean the transfer of title to gas between two (2) Customers at a Title Transfer Point.
- “Title Transfer Point” shall be those points and areas where the quantity of gas allocated to each Customer is established each day and is not subject to reallocation.
- “TransCanada” shall mean TCPL.
- “Transportation Service Contract” shall mean “Firm Transportation Service Contract”, “FT Contract”, “Firm Transportation Short Notice Contract”, “FT-SN Contract”, “Non Renewable Firm Transportation Contract”, “FT-NR Contract”, “Herbert Long Term Fixed Price Contract”, “Herbert LTFP Contract”, “Dawn Long Term Fixed Price Transportation Service Contract”, “Dawn LTFP Contract”, “North Bay Junction Long Term Fixed Price Transportation Service Contract”, “NBJ LTFP Contract”, “Market Driven Service Transportation Contract”, “MDS Contract”, “Interruptible Service Transportation Contract”, “IT Contract”, “Storage Transportation Service Contract”, “STS Contract”, “Storage Transportation Service - Linked Contract”, “STS-L Contract”, “Short Term Firm Transportation Service Contract”, “STFT Contract”, “Short Term Short Notice Service Contract”, “ST-SN

Contract”, “Multi-Year Fixed Price Service Contract”, “MFP Contract”, “Enhanced Market Balancing Service Contract” or “EMB Contract”.

- “Union Dawn Receipt Point Daily Demand Toll” shall mean the toll determined by multiplying the Union Dawn Receipt Point Monthly Demand Toll by twelve (12) and dividing the result by the number of days in the Year.
- “Union Dawn Receipt Point Surcharge” shall mean a charge payable by Customer for service from the Union Dawn receipt point determined as follows:
 - (a) for service under FT, FT-NR, FT-SN, MFP and EMB Transportation Service Contracts, by multiplying the Union Dawn Receipt Point Monthly Demand Toll by Customer’s Contract Demand; provided however that if Customer’s Contract Demand changes during a month, then a weighted average daily Contract Demand shall be determined for such month and shall be used to calculate the demand charge for such month; and
 - (b) for service under all other Transportation Service Contracts, by multiplying the Union Dawn Receipt Point Daily Demand Toll by Customer’s Authorized Quantity.
- “Wobbe Index” shall mean a measure of the thermal input through a fixed orifice, calculated by dividing the natural gas Gross Heating Value in mega joules per cubic meter by the square root of the natural gas specific gravity with respect to air, based on a gross or higher heating value (HHV) at standard conditions 14.73 psi/60° F, 101.325Kpa/15° C real, dry basis.
- “Year” shall mean a period of 365 consecutive days commencing January 1st of any year; PROVIDED HOWEVER, that any such year which contains a date of February 29 shall consist of 366 consecutive days.

II APPLICABILITY AND CHARACTER OF SERVICE

1. (a) Subject to the provisions of the applicable Toll Schedule and these General Terms and Conditions, on each day for which service is requested by Customer, and authorized by TCPL pursuant to Section XXII hereof, Customer shall deliver and TCPL shall receive, at the receipt point set out in Customer’s Contract (the “receipt point”), the Customer’s Authorized Quantity and TCPL shall transport for Customer

and Customer shall receive, at the delivery point set out in Customer's Contract (the "delivery point"), a quantity of gas equal thereto; PROVIDED HOWEVER, that under no circumstances shall TCPL be obligated to deliver to Customer in any one day, at the delivery point, a quantity of gas in excess of the Contract Demand.

- (b) If on any day Customer fails to accept all or any portion of the gas delivered at the delivery point by TCPL pursuant to the applicable Toll Schedule, TCPL shall have the right to curtail further receipts of gas from Customer at the receipt point in a quantity equal to that which Customer failed to accept from TCPL. If on any day Customer requests service hereunder but fails, for whatever reason, to deliver gas to TCPL at the receipt point, then TCPL shall have the right to curtail further deliveries of gas to Customer at the delivery point in a quantity equal to that which Customer failed to deliver to TCPL.
- 2. Customer's Authorized Quantity shall, where applicable, be delivered on such day by Customer to TCPL at the receipt point or taken on such day by Customer from TCPL at the delivery point or area, as the case may be, at hourly rates of flow as nearly constant as possible; PROVIDED HOWEVER, that Customer may not, without TCPL's consent, take delivery of such gas at the delivery point or area at an hourly rate of flow in excess of the Customer's Maximum Hourly Flow Rate.
- 3. Departures from scheduled daily deliveries due to the inability of TCPL or Customer to maintain precise control shall be kept to the minimum permitted by operating conditions.
- 4. From the time gas is delivered into the possession of TCPL at the receipt point TCPL shall have the unqualified right to commingle such gas with other gas in TCPL's pipeline system.

III TOLLS

- 1. The tolls applicable to service provided under any Contract into which these General Terms and Conditions are incorporated shall be determined:
 - (i) in the case of all transportation services, except Storage Transportation Service ("STS") and Storage Transportation Service-Linked ("STS-L"), within Canada where the receipt and delivery points are located in different provinces, on the basis of the tolls approved by the CER in which the delivery point is located for gas which is

delivered for consumption in Canada under a Contract in which the principal delivery point(s) specified therein do not include any export delivery points for gas destined for export to the United States; or

- (ii) as fixed and approved by the CER, on the basis of the receipt and delivery points for delivery of gas destined for export to the United States; or
 - (iii) in the case of STS and STS-L contracts and contracts providing receipt and delivery points within one province of Canada, as fixed and approved by the CER, on the basis of the receipt point and delivery points set out therein; or
 - (iv) in the case of service pursuant to the SNB Toll Schedule, the MFP Toll Schedule, the Herbert LTFP Toll Schedule, the Dawn LTFP Toll Schedule, the NBJ LTFP Toll Schedule or the MDS Toll Schedule, using a methodology approved by the CER.
2. The tolls applicable to services provided pursuant to the Toll Schedules of the Tariff are set out in the List of Tolls of the Tariff as same may be amended from time to time upon approval of the CER.

IV CUSTOMER PROVISION OF FUEL REQUIREMENTS

1. Daily Operations

- (a) For each and every day in respect of which Customer's Authorized Quantity is accepted by TCPL for transportation, Customer shall, in addition to Customer's Authorized Quantity, nominate, pursuant to the provisions of Section 2 hereof, and make available to TCPL at any receipt point specified in the contract and/or Alternate Receipt point for FT, FT-NR, FT-SN or MFP Contracts and/or Secondary Receipt point for NBJ LTFP or MDS Contracts, the Fuel Quantity ("Qf"), which quantity shall be determined as follows:

$$Q_f = Q_d \times FR\% / 100 + \sum (Q_{di} \times fri\% / 100) + \sum (Q_{dDawn} \times frDawn\% / 100)$$

Where:

"FR%" is the applicable monthly fuel ratio respecting transportation service from the nominated receipt point to the nominated delivery point;

“ $fr_i\%$ ” is the applicable monthly fuel ratio for delivery pressure in excess of a gauge pressure of 4000 kilopascals at delivery point “i”, both as set out in TCPL’s notice to Customer delivered pursuant to Section 2 hereof;

“ $fr_{Dawn}\%$ ” is the applicable monthly fuel ratio respecting transportation service from the nominated Union Dawn Receipt Point to the nominated delivery point;

“ Q_d ” is the Customer’s Authorized Quantity;

“ Q_{d_i} ” is the quantity to be delivered at delivery point “i”, for which point a toll for delivery pressure services has been approved by the CER (as set forth in the List of Tolls referred to in Section III hereof);

“ $Q_{d_{Dawn}}$ ” is the quantity to be transported by Customer from the Union Dawn Receipt Point, for which a toll has been approved by the CER (as set forth in the List of Tolls referred to in Section III hereof);

“ $\sum (Q_{d_i} \times fr_i\% / 100)$ ” represents the sum of the fuel quantities required for delivery pressure in excess of a gauge pressure of 4000 kilopascals at all points applicable to Customer’s Authorized Quantity; and

“ $\sum (Q_{d_{Dawn}} \times fr_{Dawn}\% / 100)$ ” is the sum of the fuel quantities required for the Union Dawn Receipt Point applicable to Customer’s Authorized Quantity.

- (b) TCPL shall not be required to accept or deliver gas on any day if the appropriate Fuel Quantity has not been nominated by Customer, or if TCPL is unable to confirm that a quantity of gas equal to Customer’s Authorized Quantity plus the appropriate Fuel Quantity will, in fact, be made available on such day.

2. Nominations and Authorizations

Concurrent with nominating for transportation service for a given day, pursuant to Section XXII hereof, Customer shall also nominate the Fuel Quantity to be made available to TCPL on such day (the “fuel tender”). In the event TCPL is not prepared to authorize Customer’s nomination or if TCPL determines that Customer’s fuel tender is incorrect, TCPL shall advise

Customer to revise its fuel tender, and Customer shall nominate such revised fuel tender. All fuel tenders shall be stated to the nearest one (1) GJ.

Customer's fuel tender shall be determined by Customer pursuant to the formula set out in Subsection 1(a) hereof. On or before the twenty-fifth day of each month, TCPL shall provide Customer with written notice of the monthly fuel ratio to be applied during the next succeeding month. In the absence of any notice as aforesaid Customer shall determine the fuel tender on the basis of the fuel ratio used in the immediately preceding month.

V QUALITY

1. The gas to be delivered hereunder shall be natural gas; provided however, that helium, natural gasoline, butane, propane and any other hydrocarbons except methane may be removed prior to delivery. TCPL may subject, or permit the subjection of the natural gas to compression, cooling, cleaning and other processes.
2. **Heating Value:** The minimum gross heating value of the gas to be received and delivered by TCPL shall be 36.00 MJ/ m³. The maximum Gross Heating Value of the gas to be received and delivered by TCPL shall be 41.34 MJ/m³. TCPL shall have the right to refuse to accept Customer's gas if the Gross Heating Value of such gas remains below 36.00 MJ/ m³ or above 41.34 MJ/m³.

In the event that the Gross Heating Value of the gas to be delivered by TCPL is below 36.00 MJ/ m³ or above 41.34 MJ/m³ the Customer shall have the option to refuse to accept such gas so long as the Gross Heating Value remains below 36.00 MJ/ m³ or above 41.34 MJ/m³.

3. **Freedom from Objectionable Matter:** The gas to be received by TCPL from Customer and to be delivered by TCPL hereunder:
 - (a) Shall be commercially free (at prevailing pressure and temperature in TCPL's pipeline) from sand, dust, gums, oils, hydrocarbons liquefiable at temperatures in excess of minus ten degrees (-10°) Celsius at five thousand five hundred (5500) kPa absolute, impurities, other objectionable substances which may become separated from the gas, and other solids or liquids which will render it unmerchantable or cause injury to or interference with proper operations of the lines, regulators, meters or other appliances through which it flows; and shall not contain any

substance not contained in the gas at the time the same was produced other than traces of those materials and chemicals necessary for the transportation and delivery of the gas and which do not cause it to fail to meet any of the quality specifications herein set forth.

- (b) Shall contain no more than twenty-three (23) milligrams of hydrogen sulphide per cubic metre nor more than one hundred and fifteen (115) milligrams of total sulphur per cubic metre of gas as determined by standard methods of testing.
- (c) Shall not contain more than two per cent (2%) by volume of carbon dioxide.
- (d) Shall have been dehydrated, if necessary, for removal of water present therein in a vapour state, and in no event contain more than sixty-five (65) milligrams of water vapour per cubic metre of gas.
- (e) Shall not exceed a temperature of fifty degrees (50°) Celsius.
- (f) Shall be as free of oxygen as practicable and shall not in any event contain more than four tenths of one percent (0.4%) by volume of oxygen.
- (g) Shall not have a total inert gas content in excess of 4% when used as a diluent to meet Natural Gas Interchangeability Indices.
- (h) Shall be free of any microbiological organisms, active bacteria or bacterial agents, including but not limited to sulphate reducing bacteria, iron oxidizing bacteria, and/or acid producing bacteria.

4. **Failure to Conform to Specifications Re Objectionable Matter:** If the gas being received by TCPL from Customer or transported by TCPL to Customer fails at any time to conform to any of the specifications set forth in Subsection 3 of this Section, then the party receiving such gas (the "First Party") shall notify the party delivering such gas (the "Second Party") of such deficiency and thereupon the First Party may at the First Party's option refuse to accept delivery pending correction by the Second Party. Upon the Second Party's failure promptly to remedy any deficiency in quality as specified in Subsection 3 of this Section, the First Party may accept delivery of such gas and may make changes necessary to bring such gas

into conformity with such specifications, and the Second Party shall reimburse the First Party for any reasonable expense incurred by the First Party in effecting such changes.

5. **Natural Gas Interchangeability Indices:** The natural gas received by TCPL shall conform to the following specifications (the “Natural Gas Interchangeability Indices”);

- i) Weaver Incomplete Combustion Index less than or equal to 0.05;
- ii) AGA Yellow Tipping Index greater than or equal to 0.86;
- iii) The minimum Wobbe Index of the gas shall be 47.23 MJ/m³;
- iv) The maximum Wobbe Index of the gas shall be 51.16 MJ/m³; and
- v) Shall not contain greater than 1.5 mole percent (%) Butanes Plus.

The Natural Gas Interchangeability Indices are based on the following historical supply gas composition:

Compound	Mole %
Methane	95.6734
Ethane	1.6241
Propane	0.1410
I-Butane	0.0180
N-Butane	0.0173
I-Pentane	0.0034
N-Pentane	0.0034
N-Hexane	0.0014
N-Heptane	0.0007
N-Octane	0.0002
Nitrogen	1.8419
Carbon Dioxide	0.6411
Helium	0.0339

6. Refined Biogas received at the following Receipt Point(s) shall also comply with the BNQ Standard gas quality requirements:

- i. Lachenaie Receipt Point

VI MEASUREMENTS

1. **Unit of Volume and Unit of Quantity:** The unit of volume for the purpose of reporting shall be one thousand (1000) cubic metres (10^3m^3) of gas and the unit of quantity shall be GJ.
2. **Determination of Volume and Gross Heating Value:** The volume and the gross heating value of the gas received by TCPL from Customer and delivered to Customer shall be determined as follows:
 - (a) The gas volumes shall be computed in accordance with the methodology prescribed in the Electricity and Gas Inspection Act (Canada) (R.S.C. 1985, c.E-4) as amended from time to time including all regulations and specifications promulgated pursuant to such Act (collectively, the “Electricity and Gas Inspection Act”).
 - (b) For the purpose of measurement of gas received into and delivered from the TCPL system, the parties agree that the average absolute atmospheric (barometric) pressure at such points shall be assumed to be constant during the term thereof, regardless of variations in actual barometric pressure from time to time, and shall be calculated based on the elevation of the measurement point. The formula used to calculate the atmospheric pressure shall be in accordance with the methodology prescribed in the Electricity and Gas Inspection Act (Canada) (R.S.C. 1985, c.E-4) amended from time to time including all regulations and specifications promulgated pursuant to such Act.
 - (c) The determination of the gross heating value of the gas received or delivered shall be performed in a manner approved under the Electricity and Gas Inspection Act or, if such specification is not set out in such Act, in accordance with industry accepted standards, and, in any event, in such manner as to ensure that the gross heating values so determined are representative of the gas received or delivered at the receipt or delivery point.

- (d) The determination of the relative density of the gas received or delivered shall be performed in a manner approved under the Electricity and Gas Inspection Act or, if such specification is not set out in such Act, in accordance with industry accepted standards, and, in any event, in such manner as to ensure that the relative densities so determined are representative of the gas received or delivered at the receipt or delivery point.

VII DELIVERY POINT

1. For the purpose of Section VIII hereunder, unless otherwise specified in the Contract, the delivery point or points for all gas to be delivered by TCPL to Customer pursuant to any Contract into which these General Terms and Conditions are incorporated shall be on the outlet side of TCPL's measuring stations located at or near the point or points of connection with the facilities of Customer or Customer's agent in receiving the gas, as specified in the Contract.
2. If the total quantity of gas delivered at any delivery point is less than 3750 GJ during any contract year, then Customer shall pay TCPL at the end of such contract year, in addition to any amounts otherwise payable, an amount equal to:

$$\frac{(3750 \text{ GJ minus "X"}) \text{ times "Y"}}{3750 \text{ GJ}}$$

Where "X" is the total quantity (expressed in GJ) actually delivered by TCPL to all Customers at such delivery point during such contract year; and

Where "Y" is 18% of TCPL's actual original costs of installation of the delivery facilities at such delivery point.

VIII POSSESSION OF GAS

TCPL shall be deemed to be in control and possession of, and responsible for, all gas transported under the Contract from the time that such gas is received by it at the receipt point until such gas is delivered at the delivery point.

IX MEASURING EQUIPMENT

1. All meters and measuring equipment for the determination of gross heating value and/or relative density shall be approved pursuant to, and installed and maintained in accordance with, the Electricity and Gas Inspection Act.

Notwithstanding the foregoing, all installation of equipment applying to or affecting deliveries of gas shall be made in such manner as to permit an accurate determination of the quantity of gas delivered and ready verification of the accuracy of measurement. Care shall be exercised by both parties in the installation, maintenance and operation of pressure regulating equipment so as to prevent any inaccuracy in the determination of the volume or quantity of gas delivered under the Contract.

- (a) **Measuring Station:** In accordance with the above, TCPL will install, maintain and operate, or will cause to be installed, maintained and operated, at or near each delivery point, a measuring station equipped with a meter or meters and other necessary equipment for accurate measurement of the gas delivered under the Contract.
2. **Calibration and Test of Measuring Equipment:** The accuracy of measuring equipment shall be verified by TCPL at reasonable intervals, and if requested, in the presence of representatives of Customer, but TCPL shall not be required to verify the accuracy of such equipment more frequently than once in any thirty (30) day period. In the event either party shall notify the other that it desires a special test of any measuring equipment the parties shall co-operate to secure a prompt verification of the accuracy of such equipment. The expense of any such special test, if called for by Customer, shall be borne by Customer if the measuring equipment is found to be in error by not more than the limits set out as follows:
 - (a) 2% for measuring equipment utilized to determine volume;
 - (b) 1% for any instrument utilized to determine relative density;
 - (c) 0.5% for any instrument utilized to determine gross heating value.

If upon test, any measuring equipment is found to be in error by not more than the limits specified above, the previous readings of such equipment shall be considered accurate in

computing deliveries or receipts of gas but such equipment shall be adjusted at once to register accurately.

If, for the period since the last preceding test, it is determined that:

- (a) any measuring equipment, except for those instruments specified in (b) and (c) below, shall be found to be inaccurate by an amount exceeding 2% at a recording corresponding to the average hourly rate of flow for such period; and/or
- (b) any instrument utilized to determine the relative density shall be found to be inaccurate by an amount exceeding 1%; and/or
- (c) any instrument utilized to determine the gross heating value shall be found to be inaccurate by an amount exceeding 0.5%, then the previous readings of measurement equipment and/or instruments utilized to determine the relative density or gross heating value, as the case may be, shall be corrected to zero error for any period which is known definitely but in any case where the period is not known or agreed upon such correction shall be for a period extending over 50% of the time elapsed since the date of the last test.

Notwithstanding the foregoing, when TCPL and Customer mutually agree that a measurement instrument inaccuracy occurred at a definite point in time, a quantity correction shall be made even though said inaccuracy is less than the limits specified in (a), (b) and (c) above.

3. **Correction of Metering Errors:** Failure of Meters: In the event a meter is out of service, or registering inaccurately, the volume or quantity of gas delivered shall be determined by the most equitable method. Such methods shall include but not be limited to:

- (a) mathematical calculations and comparisons including prevailing ratio with a parallel meter,
- (b) the use of Customer's check measuring equipment; and
- (c) comparison to deliveries under similar conditions when the meter was registering accurately.

4. **Preservation of Metering Records:** TCPL and Customer shall each preserve for a period of at least six (6) years all test data, charts and other similar records. Microfilms of the original documents shall be considered true records.
5. **Check Measuring Equipment:** Customer may install, maintain and operate at its own expense, such check measuring equipment as desired, provided that such equipment shall be so installed as not to interfere with the operation of TCPL's measuring equipment. Any pressure or volume control regulators installed by Customer shall be operated so as not to interfere with TCPL's measuring facilities.
6. **Rights of Parties:** The measuring equipment so installed by either party together with any building erected by it for such equipment, shall be and remain its property. However, TCPL and Customer shall have the right to have representatives present at the time of any installing, reading, cleaning, changing, repairing, inspecting, testing, calibrating or adjusting done in connection with the other's measuring equipment used in measuring or checking the measurement of the delivery of gas under the Contract. The records from such measuring equipment shall remain the property of their owner, but upon request each will submit to the other its records and charts, together with calculations therefrom, for inspection and verification, subject to return within ten days after receipt thereof.

X BILLING

1. **Monthly Billing Date:** TCPL shall render bills on or before the tenth (10th) day of each month for all transportation services provided by TCPL, including for gas taken by Customer in excess of the total daily quantity authorized by TCPL pursuant to Section XXII.
2. **Information:** Customer hereby undertakes to provide TCPL with all the information and material required by TCPL to calculate and verify the quantity of gas actually received by TCPL from Customer, and the quality specifications and components thereof.

If such information is not received by TCPL in sufficient time prior to TCPL rendering bills to Customer pursuant to this Section X, such bills shall be calculated based on TCPL's best estimate of the quantity and quality of gas actually received by TCPL from Customer. Any overcharges or undercharges resulting from any differences between the above estimates and the actual amounts shall be adjusted in the subsequent bill without any interest thereon.

XI PAYMENTS

1. **Monthly Payment Date:** Customer shall pay to TCPL, at its address designated in the Contract, or shall pay to the Royal Bank of Canada, Main Branch, Calgary, Alberta, or at other institutions if agreed to by TCPL for deposit to the account of TCPL so that TCPL shall receive payment from Customer on or before the twentieth (20th) day of each month (the "Payment Date") for all transportation services provided by TCPL to Customer pursuant to the applicable toll schedules and for any charges made pursuant to Section XXII herein during the preceding month and billed by TCPL in a statement for such month according to the nominated and/or measured deliveries, computations, prices and tolls provided in the Contract. If the Payment Date is not a Banking Day, then payment must be received by TCPL on Customer's account or before the first (1st) Banking Day immediately prior to the Payment Date.
2. **Remedies for Non-Payment: Notwithstanding Section XVII,** if Customer fails to pay the full amount of any bill when payment is due, TCPL may upon four (4) Banking Days written notice immediately suspend any or all service being or to be provided to Customer provided however that such suspension shall not relieve Customer from any obligation to pay any rate, toll, charge or other amount payable to TCPL. If at any time during such suspension Customer pays the full amount payable to TCPL, TCPL shall within two (2) Banking Days recommence such suspended service.

Notwithstanding Section XVII following suspension, TCPL may, in addition to any other remedy that may be available to it, upon four (4) Banking Days written notice to Customer immediately:

- (a) terminate any or all service being or to be provided to Customer; and
- (b) declare any and all amounts payable now or in the future by Customer to TCPL for any and all service to be immediately due and payable as liquidated damages and not as a penalty.

In the event Customer disputes any part of a bill, Customer shall nevertheless pay to TCPL the full amount of the bill when payment is due.

If Customer fails to pay all of the amount of any bill as herein provided when such amount is due, interest on the unpaid portion of the bill accrues daily at a rate of interest equal to the prime rate of interest of the Royal Bank of Canada as it may vary from time to time, plus one percent (1%) and the principle and accrued interest to date shall be payable and due immediately upon demand.

3. **Adjustment of Underpayment, Overpayment or Error in Billing:** If it shall be found that at any time or times Customer has been overcharged or undercharged in any form whatsoever under the provisions of the Contract and Customer shall have actually paid the bills containing such overcharge or undercharge, then within thirty (30) days after the final determination thereof, TCPL shall refund by cash or credit to an invoice the amount of any such overcharge, provided however the Abandonment Charge shall be refunded only by a credit on an invoice in any subsequent month that an Abandonment Charge would be payable. Any refund shall include interest which is equal to the prime rate of interest of the Royal Bank of Canada as it may vary from time to time from the time such overcharge was paid to the date of refund, plus one percent (1%) in addition thereto. If such refund is made by a credit on an invoice from TCPL to Customer, then the date of the refund shall be the date upon which the invoice reflecting such credit was rendered to Customer by TCPL. Customer shall pay the amount of any such undercharge, but without interest. Adjustments to the amount billed in any statement rendered by TCPL shall be made within the following time frames:
- (a) Measurement data corrections shall be processed within six (6) months of the production month with a three (3) month rebuttal period.
 - (b) The time limitation for disputes of allocations shall be six (6) months from the date of the initial month-end allocation with a three (3) month rebuttal period.
 - (c) Prior period adjustment time limits shall be six (6) months from the date of the initial transportation invoice with a three (3) month rebuttal period, excluding government-required rate changes.

These time limits shall not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact. Parties' other statutory or contract rights shall not be otherwise diminished by these time limits.

4. **Time of Payment Extended if Bill Delayed:** If presentation of a bill to Customer is delayed after the tenth (10th) or the fifteenth (15th) day of the month, as applicable for domestic or export service respectively, then the time of payment shall be extended accordingly unless Customer is responsible for such delay.

XII DELIVERY PRESSURE

Subject to the provisions set out in Subsections a) and b), TCPL shall deliver gas to Customer at TCPL's line pressure at the delivery point or points designated in the Contract, but the minimum pressure at each delivery point shall be not less than a gauge pressure of 4000 kilopascals or such lesser pressure that is agreed to by the parties; provided, however, that:

- (a) the parties shall not be required in any Contract into which these General Terms and Conditions are incorporated, to agree to delivery pressures less than the minimum contractual pressure theretofore applicable at existing delivery point; and
- (b) if the deliveries to Customer at a delivery point or an agreed upon grouping of delivery points, exceeds the Customer's Maximum Hourly Flow Rate without the prior consent of TCPL, and the delivery pressure to Customer falls below the delivery pressure agreed to in the Contract, despite reasonable preventative measures undertaken by TCPL, then TCPL shall, for the period of such excess deliveries, be relieved of its contractual obligation to such Customer to deliver gas at such delivery point or area affected by the excess deliveries at the delivery pressure stipulated in the Contract.

If the receipt point or points under Customer's Contract include that point on TCPL's system which is immediately east of the Alberta/Saskatchewan border ("Empress"), then Customer agrees to cause NGTL to design and construct sufficient facilities to allow Customer's Authorized Quantity to be delivered to TCPL at Empress at a gauge pressure of 4137 kPa or any greater pressure which may from time to time be specified by TCPL for all gas to be delivered into TCPL's system at Empress and to cause NGTL to deliver Customer's Authorized Quantity to TCPL at NGTL's line pressure provided that said pressure shall not be less than a gauge pressure of 3792 kPa.

For any receipt point downstream of Empress, Customer shall do or cause others to do all that is required to allow Customer's Authorized Quantity to be delivered to TCPL at a

pressure no less than that prevailing in TCPL's pipeline at such receipt point at the time of delivery and no greater than the maximum allowable operating pressure of TCPL's pipeline at such point.

XIII WARRANTY OF TITLE TO GAS

Customer warrants that it owns or controls, has the right to:

1. deliver or have delivered, the gas that is delivered to TCPL under the Contract; and
2. transfer the gas pursuant to Section XXIV.

Customer shall indemnify and hold harmless TCPL against all claims, actions or damages arising from any adverse claims by third parties claiming an ownership or an interest in the gas delivered for transport to TCPL under the Contract or transferred pursuant to Section XXIV.

XIV FORCE MAJEURE

In the event of either Customer or TCPL being rendered unable, wholly or in part, by force majeure to perform or comply with any obligation or condition hereof or any obligation or condition in any Contract into which these General Terms and Conditions are incorporated, such party shall give written notice and full particulars of such force majeure by email to the other party as soon as possible thereafter, and the obligations of the party giving such notice, other than obligations to make payments of money then due, so far as they are affected by such force majeure, shall be suspended during the continuance of any inability so caused but for no longer period, and such cause shall as far as possible be remedied with all reasonable dispatch. The term "force majeure" as used herein shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of governments and people, civil disturbances, explosions, breakage or accident to machinery or lines of pipe, the necessity for making repairs to or alterations of machinery or lines of pipe, freezing of wells or lines of pipe, temporary failure of TCPL's gas supply, inability to obtain materials, supplies, permits or labour, any laws, orders, rules, regulations, acts or restraints of any governmental body or authority, civil or military, any act or omission (including failure to deliver gas) of a supplier of gas to, or a transporter of gas to or for, TCPL which is excused by any event or occurrence of the

character herein defined as constituting force majeure, any act or omission by parties not controlled by the party having the difficulty and any other similar causes not within the control of the party claiming suspension and which by the exercise of due diligence such party is unable to prevent or overcome.

The settlement of strikes, lockouts or other labour disputes shall be entirely within the discretion of the party having the difficulty. Under no circumstances will lack of finances be construed to constitute force majeure.

In the event of an occurrence of a force majeure, TCPL shall curtail delivery of gas to Customer in accordance with Section XV hereof.

XV IMPAIRED DELIVERIES

On each day TCPL shall determine in respect of all Contracts:

- (i) the total quantities which all Customers have requested to be delivered on that day; and
- (ii) its available system capacity, including the maximum transportation on TCPL's behalf under agreements that it has with Other Pipelines.

If due to any cause whatsoever TCPL is unable on any day to deliver the quantities of gas Customers would have received if such disability did not exist, then TCPL shall order curtailment by all Customers affected thereby in the following manner to the extent necessary to remove the effect of the disability.

If TCPL estimates that, notwithstanding its then inability to deliver, it nevertheless will be able to meet its total minimum obligations to deliver under all Contracts TCPL shall order daily curtailment in the following order of priority:

- (a) First under interruptible service provided pursuant to the IT Toll Schedule.

The toll for STS Overrun is the Daily Demand Toll for STS service. STS Overrun will have a higher priority than IT when STS Overrun is tolled at an equal or higher price than IT.

STS Overrun will have a lower priority than IT when the STS Overrun Toll is at a lower price than IT.

(b) Second under any gas storage program of TCPL.

(c) Third under:

Alternate Receipts made pursuant to FT, FT-SN, FT-NR, or MFP Contracts, or Secondary Receipts made pursuant to NBJ LTFP or MDS Contracts, or Diversions made pursuant to FT, FT-SN, FT-NR, or MFP Contracts, or Secondary Deliveries made pursuant to Dawn LTFP or MDS Contracts, which:

- A. cause the actual flow of gas on a lateral or extension to exceed the capability of the lateral or extension, and/or
- B. cause the actual flow of gas through a metering facility to exceed the capability of the metering facility, and/or
- C. cause the actual flow of gas on any segment of TCPL's integrated pipeline system (including those notional segments comprised of TCPL's maximum transportation entitlements under transportation agreements that it has with Other Pipelines) to exceed the capability of the affected segment by an amount greater than that which would have occurred had the gas which is the subject of an Alternate Receipt and/or a Diversion or a Secondary Delivery or a Secondary Receipt, been received at the receipt point and delivered at the delivery point(s) or delivery area specified in the FT, FT-SN, FT-NR, MFP, Dawn LTFP, NBJ LTFP, or MDS Contract. Solely for the purpose of making the aforesaid determination, TCPL may, for certain quantities, treat the point of interconnection between TCPL's system and the system of Enbridge Gas Inc. at Parkway as a delivery point specified in those FT, FT-SN, FT-NR or MFP Contracts which have delivery points on the segment of TCPL's integrated system from Kirkwall to Niagara Falls.

(d) Fourth, quantities to be delivered on a best efforts basis under EMB Contracts during the period of April 1 of a year to October 31 of the same year and quantities to be delivered on a best efforts basis under STS and STS-L Contracts.

- (e) Fifth proportionately under:
- (i) FT, FT-SN, FT-NR, STFT, ST-SN, SNB, STS, STS-L, MFP, Herbert LTFP, Dawn LTFP, NBJ LTFP, EMB and MDS Contracts (other than, quantities to be delivered on a best efforts basis under EMB Contracts during the period of April 1 of a year to October 31 of the same year and quantities to be delivered on a best efforts basis under STS and STS-L Contracts) in amounts proportional to the Operating Demand Quantities minus the quantities to be delivered pursuant to an Alternate Receipt, a Diversion, a Secondary Delivery or a Secondary Receipt of such Contracts.
 - (ii) Alternate Receipts made pursuant to FT, FT-SN, FT-NR or MFP Contracts and/or Diversions made pursuant to FT, FT-SN, FT-NR, or MFP Contracts and/or Secondary Deliveries made pursuant to Dawn LTFP or MDS Contracts and/or Secondary Receipts made pursuant to NBJ LTFP or MDS Contracts, not already curtailed pursuant to Subsection (c) above in amounts to be delivered pursuant to such Alternate Receipt and/or Diversion and/or Secondary Delivery and/or Secondary Receipt.

For the purpose of this Subsection, the Operating Demand Quantity shall be:

- (A) under FT Contracts, the Contract Demand;
- (B) under FT-SN Contracts, the Contract Demand;
- (C) under FT-NR Contracts, the Contract Demand;
- (D) under MFP Contracts, the Contract Demand;
- (E) under Herbert LTFP Contracts, the Contract Demand;
- (F) under Dawn LTFP Contracts, the Contract Demand;
- (G) under NBJ LTFP Contracts, the Contract Demand;
- (H) under MDS Contracts, the Contract Demand;
- (I) under EMB Contracts, the Contract Demand;
- (J) under STS Contracts, the Daily Injection Quantity or the Daily Withdrawal Quantity, as the case may be;

- (K) under STS-L Contracts, the Daily Contract Injection Quantity and the Daily Contract Withdrawal Quantity;
- (L) under STFT Contracts, the Maximum Daily Quantity;
- (M) under ST-SN Contracts, the Maximum Daily Quantity; and
- (N) under SNB Contracts, the Contract Quantity.

XVI DETERMINATION OF DAILY DELIVERIES

1. A Customer taking delivery of gas under contracts and/or toll schedules for more than one class of service in one delivery area or one export delivery point shall be deemed on any day to have taken delivery of Customer's Authorized Quantity under the applicable contract and/or toll schedule in accordance with such agreement as may exist between TCPL and the downstream operator(s). Absent such agreement, Customer shall be deemed to have taken delivery of Customer's Authorized Quantities sequentially as follows:

- (a) FT and MFP Contracts
- (b) FT-SN Contracts
- (c) FT-NR Contracts
- (d) a Herbert LTFP Contract
- (e) Dawn LTFP Contracts
- (f) NBJ LTFP Contracts
- (g) MDS Contracts
- (h) STFT and ST-SN Contracts
- (i) EMB Contracts
- (j) STS and STS-L Contracts
- (k) IT Contract, Delivery Quantity

XVII DEFAULT AND TERMINATION

Subject to the provisions of Section XI, Section XIV, Section XV and Section XXIII, if either TCPL or Customer shall fail to perform any of the covenants or obligations imposed upon it

under any Contract into which these General Terms and Conditions are incorporated, then in such event the other party may, at its option, terminate such Contract by proceeding as follows: the party not in default shall cause a written notice to be served on the party in default stating specifically the default under the Contract and declaring it to be the intention of the party giving the notice to terminate such Contract; thereupon the party in default shall have ten (10) days after the service of the aforesaid notice in which to remedy or remove the cause or causes stated in the default notice and if within the said ten (10) day period the party in default does so remove and remedy said cause or causes and fully indemnifies the party not in default for any and all consequences of such default, then such default notice shall be withdrawn and the Contract shall continue in full force and effect.

In the event that the party in default does not so remedy and remove the cause or causes or does not indemnify the party giving the default notice for any and all consequences of such default within the said period of ten (10) days, then, at the option of the party giving such default notice, the Contract shall terminate. Any termination of the Contract pursuant to the provisions of this Section shall be without prejudice to the right of TCPL to collect any amounts then due to it for gas delivered or service provided prior to the date of termination, and shall be without prejudice to the right of Customer to receive any gas which it has not received but the transportation of which has been paid prior to the date of termination, and without waiver of any other remedy to which the party not in default may be entitled for breaches of the Contract.

This Section shall not apply to any default and terminations pursuant to Section XI and Section XXIII.

XVIII NON-WAIVER AND FUTURE DEFAULT

No waiver by TCPL or Customer of any one or more defaults by the other in the performance of any provisions of the Contract shall operate or be construed as a waiver of any continuing or future default or defaults, whether of a like or different character.

XIX DELIVERY AREAS

Deliveries of gas within a delivery area shall be subject to sufficient capacity and facilities within such delivery area.

XX DELIVERY AREA BOUNDARIES

TCPL's delivery areas for purposes of determining the Contract Demand applicable to the points of delivery of TCPL's pipeline system are as follows:

Saskatchewan Southern Delivery Area or SSDA

extends from a point on TCPL's main pipeline at the Alberta - Saskatchewan border near Empress, Alberta to a point on TCPL's main pipeline at the Saskatchewan-Manitoba border.

Manitoba Delivery Area or MDA

extends from a point on TCPL's main pipeline at the Saskatchewan-Manitoba border to a point on TCPL's pipeline at the Manitoba-Ontario border to a point on TCPL's pipeline at the International Border near Emerson, Manitoba.

Western Delivery Area or WDA

extends from a point on TCPL's pipeline at the Manitoba - Ontario border to a point on TCPL's pipeline 24.99 kilometres east of TCPL's Station 80 near Geraldton, Ontario.

Northern Delivery Area or NDA

extends from a point on TCPL's pipeline 24.99 kilometres east of TCPL's Station 80 near Geraldton, Ontario to a point on TCPL's pipeline 23.09 kilometres south and east respectively of TCPL's Station 116 near North Bay, Ontario.

Sault Ste. Marie Delivery Area or SSMDA

any point on TCPL's Sault Ste. Marie pipeline.

North Central Delivery Area or NCDA

extends from a point on TCPL's pipeline 23.09 kilometres south of TCPL's Station 116 near North Bay Ontario, to a point on TCPL's pipeline 0.50 kilometres south of TCPL's Station 127 near Barrie, Ontario, provided that points of delivery to Enbridge Gas Inc. within this area are deemed for the purposes of this Tariff to be in the Central Delivery Area.

Central Delivery Area or CDA

extends from a point on TCPL's pipeline 0.50 kilometres south of TCPL's Station 127 near Barrie, Ontario to a point on TCPL's pipeline at the International Border near Niagara Falls, Ontario and to a point on TCPL's pipeline 24.99 kilometres east of TCPL's Station 134 near Bowmanville, Ontario.

Southwestern Delivery Area or SWDA

any point on Great Lakes Pipeline Canada Ltd.'s St. Clair to Dawn pipeline.

Eastern Delivery Area or EDA

extends from a point on TCPL's pipeline 24.99 kilometres east of TCPL's Station 134 near Bowmanville, Ontario and from a point on TCPL's North Bay Shortcut 23.09 kilometres east of TCPL's Station 116 near North Bay, Ontario to a point on TCPL's pipeline at the International Border near Philipsburg, Québec and to a point on the pipeline system of Trans Québec & Maritimes Pipeline Inc. near Québec City, Québec.

XXI INCORPORATION IN TOLL SCHEDULES AND CONTRACTS

1. These General Terms and Conditions are incorporated in and are a part of all of TCPL's Toll Schedules, Contracts and transportation service contracts.
2. These General Terms and Conditions are subject to the provisions of the CER Act or any other legislation passed in amendment thereto or substitution therefor.

XXII NOMINATIONS AND UNAUTHORIZED QUANTITIES

1. Nominations

- (a) For service required on any day under each of Customer's transportation contracts (for the purposes of this Section XXII the "said Contract"), Customer shall provide TCPL with a nomination of the quantity of gas, expressed in GJ, it desires TCPL to deliver at the delivery point ("Customer's nomination") or Title Transfer pursuant to Section XXIV. Unless otherwise provided under the applicable Toll Schedule or as outlined under Subsection (c), such nominations are to be provided in writing or EDI format, or by other electronic means as determined by TCPL from time to time, so as to be received by TCPL's Gas Control Department pursuant to Subsection (c). Subject to the provisions of the applicable toll schedules and Sections XIV and XV, TCPL shall

determine whether or not all or any portion of Customer's nomination will be accepted.

- (b) In the event TCPL determines that it will not accept such nomination, TCPL shall advise Customer, pursuant to the timelines in Subsection (c), of the reduced quantity of gas, (if any) (the "quantity available") that TCPL is prepared to deliver under the said Contract. Forthwith after receiving such advice from TCPL but no later than 1 hour after receiving such notice on such day, Customer shall provide a revised nomination to TCPL which shall be no greater than the quantity available. If such revised nomination is not provided within the time allowed as required above or such revised nomination is greater than the quantity available, then the revised nomination shall be deemed to be the quantity available. If the revised nomination (delivered within the time allowed as required above) is less than the quantity available, then such lesser amount shall be the revised nomination. That portion of a Customer's nomination or revised nomination, which TCPL shall accept for delivery shall be known as "Customer's Authorized Quantity" which authorized quantity shall be limited, for firm services, to Customer's Contract Demand and, for other services, to such quantity permitted by the provisions of the Contract.
- (c) Nomination timeline windows shall be in accordance with the North American Energy Standards Board (NAESB) cycles, and other cycles, if applicable, posted on TCPL's website, as may be amended from time to time.

Effective October 1, 1997 nominations for service must be received by TCPL through its website or EDI at the time specified pursuant to Section XXII of the General Terms and Conditions. TCPL shall not accept nominations by fax unless TCPL's website and EDI systems are inoperative, except in the case of FT-SN and SNB Service.

Nominations for FT-SN and SNB Service shall be submitted to TCPL via fax or by other electronic means as determined from time to time by TCPL.

2. Definitions in Section XXII

In this Section XXII, the following terms shall be construed to have the following meanings:

- (a) "Total Allocated Quantity":

- (i) for any receipt point, means the total quantity of gas which TCPL determines has been received during any time period under all transportation service contracts with a Customer; and
 - (ii) for any delivery point or delivery area, means the total quantity of gas which TCPL determines has been delivered during any time period under all transportation service contracts with a Customer.
- (b) “Total Authorized Quantity” or “TAQ” for any day:
 - (i) for any receipt point, means the sum of the Customer’s Authorized Quantities under all transportation service contracts at that receipt point.
 - (ii) for any delivery point or delivery area, means the sum of the Customer’s Authorized Quantities under all transportation service contracts at a delivery point or for that delivery area.
- (c) “Daily Variance” for a Customer at any receipt or delivery point or delivery area means the absolute difference between the Total Authorized Quantity and the Total Allocated Quantity.
- (d) “FT Daily Demand Charge” or “FTD” means the Daily Demand Toll for FT service from Empress to KPUC EDA, as set out in the List of Tolls.
- (e) “Average Authorized Quantity” or “AAQ” for a Customer at any receipt or delivery point or delivery area means the average Total Authorized Quantity during the preceding 30 days.
- (f) “Cumulative Variance” is the absolute value accumulation of the daily differences between the Total Authorized Quantity and the Total Allocated Quantity for a Customer at any delivery point, delivery area or receipt point.

3. Emergency Operating Conditions

(a) EOC Definition

“Emergency Operating Conditions” (“EOC”) means that TCPL determines, in the exercise of its reasonable judgement, that its ability to fulfill its obligations under firm contracts is at risk due, in whole or in part, to Customer variances during periods of extreme weather changes, and/or supply, market, pipeline interruptions, and TCPL issues an EOC notice pursuant to Subsection 3(b).

(b) EOC Notices

If TCPL determines an EOC exists, TCPL shall issue notice to all Customers via High Priority Bulletin on its website setting out the following information related to the EOC:

- i) EOC effective time;
- ii) anticipated duration of the EOC; and
- iii) delivery points, receipt points and delivery areas where EOC is in effect

In addition to such notice, TCPL will use reasonable efforts to contact by phone those Customers directly impacted by the EOC.

(c) EOC Effective Times

If TCPL issues notice of EOC prior to 13:00 Central Clock Time (CCT), then the EOC takes effect on that day. If TCPL issues notice of EOC after 13:00 CCT, then the EOC takes effect on the next day. The EOC will remain in effect until the operational condition has been remedied.

4. Daily Balancing Fee

On each day Customer shall pay a “Daily Balancing Fee” equal to:

- (Tier 1 Quantity times Tier 1 Fee); plus
- (Tier 2 Quantity times Tier 2 Fee); plus
- (Tier 3 Quantity times Tier 3 Fee); plus
- (Tier 4 Quantity times Tier 4 Fee).

Where:

(a) Tier 1, 2, 3, 4 Fees and Quantities are set out in the following table:

	Tier 1	Tier 2	Tier 3	Tier 4
Minimum Quantity	Greater of: 2% of TAQ, or 2% of AAQ or 75 GJ	Greater of: 4% if TAQ, or 4% of AAQ, or 150 GJ	Greater of: 8% of TAQ, or 8% of AAQ, or 302 GJ	Greater of: 10% of TAQ, or 10% of AAQ, or 377 GJ
Maximum Quantity	Greater of: 4% of TAQ, or 4% of AAQ, or 150 GJ	Greater of: 8% of TAQ, or 8% of AAQ, or 302 GJ	Greater of: 10% of TAQ, or 10% of AAQ, or 377 GJ	∞ (Infinity)
Standard Fee	0.2 times FTD	0.5 times FTD	0.75 times FTDC	1.0 times FTD
EOC Draft Fee	1.0 times Index	1.25 times Index	1.50 times Index	2.0 times Index
EOC Pack Fee	0	0	0	0

- (b) Quantity for each Tier equals that portion of the Daily Variance which is greater than the Minimum Quantity and less than the Maximum Quantity.
- (c) The applicable Fee for each Tier equals:
- (i) Standard Fee for days and locations where EOC are not in effect;
 - (ii) EOC Draft Fee for days and locations where EOC are in effect and where Customer's Total Authorized Quantity is less than Customer's Total Allocated Quantity; and
 - (iii) EOC Pack Fee for days and locations where EOC are in effect and where Customer's Total Authorized Quantity is greater than Customer's Total Allocated Quantity.
- (d) No Daily Balancing Fee is payable on the portion of a Daily Variance which is less than 75 GJ.
- (e) The Daily Balancing Fee is added to the bill for the month in which the day is included.
- (f) "Index" means the highest price of gas on the day among all receipt and delivery points on the TCPL pipeline system as published by S&P Global Gas Daily or such other recognized industry publication.

5. Cumulative Balancing Fee

On each day Customer shall pay a “Cumulative Balancing Fee” equal to:

(Tier 1 Quantity times Tier 1 Fee); plus

(Tier 2 Quantity times Tier 2 Fee).

Where:

(a) Tier 1, 2 Fees and Quantities are set out in the following table:

	Tier 1	Tier 2
Minimum Quantity	Greater of: 4% of TAQ, or 4% of AAG, or 150 GJ	Greater of: 6% of TAQ, or 6% of AAQ, or 225 GJ
Maximum Quantity	Greater of: 6% of TAQ, or 6% of AAQ, or 225 GJ	∞ (Infinity)
Standard Fee	0.15 times FTD	0.25 times FTD
EOC Draft Fee	0.15 times FTD	0.25 times FTD
EOC Pack Fee	0	0

(b) Quantity for each Tier equals that portion of the Cumulative Variance which is greater than the Minimum Quantity and less than the Maximum Quantity.

(c) The applicable Fee for each Tier equals:

- (i) Standard Fee for days and locations where EOC are not in effect;
- (ii) EOC Draft Fee for days and locations where EOC are in effect and where Customer’s accumulated Total Authorized Quantity is less than Customer’s accumulated Total Allocated Quantity; and
- (iii) EOC Pack Fee for days and locations where EOC are in effect and where Customer’s accumulated Total Authorized Quantity is greater than Customer’s accumulated Total Allocated Quantity.

- (d) No Cumulative Balancing Fee is payable on the portion of an Absolute Cumulative Variance which is less than 150 GJ.
- (e) The Cumulative Balancing Fee is added to the bill for the month in which the day is included.
- (f) A Cumulative Balancing Fee is in addition to Daily Balancing Fees payable under Subsection XXII(4), and an additional Cumulative Balancing Fee is payable on each day where there is an Absolute Cumulative Variance.

6. Payback Provisions

- (a) Customers may reduce Cumulative Variances through nomination of “Payback Quantities” which shall be nominated and authorized in accordance with these General Terms and Conditions.

TCPL is not obligated to provide additional transportation capacity to deliver Payback Quantities.

- (b) If, on any day, a Customer nominates a Payback Quantity under Subsection (a), and TCPL is unable to deliver or receive a quantity (“Minimum Payback Quantity”) equal to the lesser of:

- (i) Customer’s nominated Payback Quantities, or

- (ii) the greater of:

- (a) two percent of the Total Authorized Quantity;

- (b) two percent of the Average Authorized Quantity; and

- (c) 75 GJ

then Customer is relieved from the Cumulative Balancing Fee by a quantity (“Payback Relief Quantity”) equal to the difference between:

- (iii) the Minimum Payback Quantity; and

- (iv) The level of Payback Quantities which TCPL was able to deliver or receive.

The relief from Cumulative Balancing Fees shall apply for each day until TCPL delivers or receives the Payback Relief Quantity. No Payback Relief will be granted as a result of TCPL not authorizing a transportation service.

- (c) If TCPL determines, in its sole discretion, that its ability to meet firm obligations is at risk due to Customer variances, and after curtailment of all discretionary transportation services that are hindering TCPL's ability to meet its firm obligations, TCPL may, without further notice, adjust Customer's nominations for any day in order to reduce Customer's Cumulative Variance to zero.

7. Obligation to Balance Accounts

Payments of balancing fees under this Section XXII do not give Customer the right to receive or deliver unauthorized quantities, or incur Cumulative or Daily Variances, nor shall payment of the balancing fees be a substitute for other remedies available to TCPL.

8. Energy Imbalance Recovery

- (a) Cumulative energy imbalances that result from energy in transit, accumulated fuel imbalances and imbalances held under other applicable accounts, shall be recovered in the following manner:
 - (i) on the 20th Day of each month, TCPL shall advise Customer in writing of all cumulative energy imbalances attributed to Customer arising up to the end of the 19th Day of such month and carried forward or arising from previous months, provided however that such cumulative energy imbalances for export delivery points referred to in Subsection 8(b) shall be the amount by which the cumulative energy imbalance at such points exceed 50 GJ;
 - (ii) the cumulative energy imbalance reported to Customer shall be aggregated at each applicable location from all of Customer's Contracts, nomination groups and other applicable accounts;

- (iii) on or before the 3rd last Day of each month, Customer may reduce the cumulative energy imbalances reported by TCPL;
- (iv) The cumulative energy imbalance after giving effect to applicable offsetting transactions (the “Net Imbalance”), shall be determined on:
 - (A) the end of the 3rd last Day of such month if the cumulative energy imbalance is less than the cumulative energy imbalance on the 19th Day of such month; or
 - (B) the 19th Day of such month if the cumulative energy imbalance on the 3rd last Day of such month is greater than the energy balance on the 19th Day of such month.

The Net Imbalance shall be scheduled and recovered in equal amounts on each Day over the first 15 Days, or a lesser number of Days as mutually agreed to by Customer and TCPL, of next month (the “Recovery Period”). The amount of the Net Imbalance to be recovered each Day of the Recovery Period (the “Daily Imbalance Recovery”) will be determined by TCPL and verbally communicated to Customer on the 2nd last Day of each month. Customer shall nominate the Daily Imbalance Recovery on each Day of the Recovery Period as an “Imbalance Payback” under the Customer account (nomination group) with the largest energy imbalance as determined by TCPL based on the most recent monthly statements available;

- (vi) in nominating the Daily Imbalance Recovery, Customer will ensure that all nominations remain in balance. Any nomination received from Customer which does not include the required Daily Imbalance Recovery will, at TCPL’s sole discretion, be either rejected or forced to balance by TCPL. TCPL is authorized to curtail Customer’s gas supply and market, as necessary, to balance the nomination after accounting for the Daily Imbalance Recovery;
- (vii) where applicable, deliveries of the Daily Imbalance Recovery shall be the first deliveries made under the nomination on each Day of the Recovery Period; and
- (viii) any imbalance shall be deemed to have occurred and shall be held at the primary receipt point specified in the transportation service agreement.

- (b) Cumulative energy imbalances at export delivery points that result from rounding when converting between energy units used for daily scheduling purposes shall be subject to the following:
 - (i) Each Day Customer shall be entitled to an energy imbalance of up to 5 GJ provided however, Customer's cumulative energy imbalance at any time shall not exceed 50 GJ; and
 - (ii) Customer may reduce its cumulative energy imbalance on any Day by up to 10 GJ provided however, such reduction shall not result in the cumulative energy imbalance moving from a positive imbalance to a negative imbalance, or from a negative imbalance to a positive imbalance.

XXIII FINANCIAL ASSURANCES

- 1. Financial Assurance for Performance of Obligations:** TCPL may request that Customer (or any assignee) at any time from time to time prior to and during service, provide TCPL with an irrevocable letter of credit or other assurance acceptable to TCPL, in form and substance satisfactory to TCPL and in an amount determined in accordance with Subsection XXIII(3) hereof (the "Financial Assurance").
- 2. Failure to Provide Financial Assurance:** TCPL may withhold the provision of new service until TCPL has received a requested Financial Assurance.

Notwithstanding Section XVII, if Customer fails to provide a requested Financial Assurance to TCPL within four (4) Banking Days of TCPL's request, TCPL may upon four (4) Banking Days written notice immediately suspend any or all service being or to be provided to Customer provided however that any such suspension shall not relieve Customer from any obligation to pay any rate, toll, charge or other amount payable to TCPL. If at any time during such suspension Customer provides such Financial Assurance to TCPL, TCPL shall within two (2) Banking Days recommence such suspended service.

Notwithstanding Section XVII, if Customer fails to provide such Financial Assurance during such suspension, TCPL may, in addition to any other remedy that may be available to it, upon four (4) Banking Days written notice to Customer immediately:

- a) Terminate any or all service being or to be provided to Customer; and
- b) Declare any and all amounts payable now or in the future by Customer to TCPL for any and all service to be immediately due and payable as liquidated damages and not as a penalty.

Any notice provided by TCPL to Customer to withhold, suspend or terminate service pursuant to Subsection XXIII(2) shall be filed concurrently with the CER.

3. **Amount of Financial Assurance:** The maximum amount of Financial Assurance TCPL may request from a Customer (or assignee) shall be as determined by TCPL an amount equal to:

- a) for the provision of all gas transportation and related services, other than such services referred to in Subsection XXIII(3)(b), the aggregate of all rates, tolls, charges or other amounts payable to TCPL for a period of seventy (70) days. Provided however, the amount of the Financial Assurance for all rates, tolls and charges other than demand charges shall be based on the daily average of the actual charges billed for service for the preceding twelve (12) month period with the initial forecast to be provided by Customer; and
- b) for the provision of any gas transportation and related services where TCPL determines it must construct facilities and Customer has executed the Financial Assurances Agreement defined in Subsection 5.4(c)(ii) of the Transportation Access Procedures, the aggregate of all rates, tolls, charges or other amounts payable to TCPL for a period of seventy (70) days plus one (1) month for each remaining year of the term of such service, up to a maximum of twelve (12) months total.

Nothing in this Section XXIII shall limit Customer's right to request the CER to issue an order, under Subsection 239(2) of the CER Act, requiring TCPL to receive, transport and deliver gas offered by Customer for transmission, or to grant such other relief as Customer may request under the circumstances, notwithstanding Customer's default under this Section XXIII.

XXIV TITLE TRANSFERS

Customers may request and TCPL shall authorize Title Transfers subject to the following:

- a. TCPL receives a nomination satisfactory to TCPL from each Customer that is a party to a Title Transfer; and
- b. If TCPL determines at any time that any title transfer account of a Customer is out of balance, TCPL may, without notice to the title transfer account holder, curtail transfers up to such amounts as TCPL deems necessary to bring all affected title transfer accounts into balance. In so doing, TCPL shall have no liability whatsoever to Customer or any third party claiming through Customer for any claims, actions or damages of any nature arising out of or in any way related to such curtailment

XXV LIABILITY AND LIMITATION OF LIABILITY

TCPL's and Customer's liability to each other is limited to direct damages only. In no event, other than in the case of gross negligence or wilful default, shall either TCPL or Customer be liable for loss of profits, consequential, incidental, punitive, or indirect damages, in tort, contract or otherwise.

FIRM TRANSPORTATION SERVICE CONTRACT

THIS FIRM TRANSPORTATION SERVICE CONTRACT, made as of the ____ day of _____, 20__.

BETWEEN:

TRANSCANADA PIPELINES LIMITED
a Canadian corporation
("TCPL")

OF THE FIRST PART

and

_____ ("Customer")

OF THE SECOND PART

WITNESSES THAT:

WHEREAS TCPL owns and operates a natural gas pipeline system extending from a point near the Alberta/Saskatchewan border where TCPL's facilities interconnect with the facilities of NOVA Gas Transmission Ltd. easterly to the Province of Quebec with branch lines extending to various points on the Canada/United States of America International Border; and

WHEREAS Customer has satisfied in full, or TCPL has waived, each of the conditions precedent set out in Subsections 1.1 (b) and (c) of TCPL's Firm Transportation Service Toll Schedule referred to in Section 7.1 hereof (the "FT Toll Schedule"); and

WHEREAS Customer has requested and TCPL has agreed to transport quantities of gas, that are delivered by Customer or Customer's agent to TCPL at the Receipt Point(s) referred to in Section 3.2 hereof (the "Receipt Point(s)"), to the Delivery Point(s) referred to in Section 3.1 hereof (the "Delivery Point(s)") pursuant to the terms and conditions of this Contract; and

(Insert A)

WHEREAS the quantities of gas delivered hereunder by Customer or Customer's agent to TCPL are to be removed from the province of production of such gas by Customer and/or Customer's suppliers and/or its (their) designated agent(s) pursuant to valid and subsisting permits and/or such other authorizations in respect thereof.

NOW THEREFORE THIS CONTRACT WITNESSES THAT, in consideration of the covenants and agreement herein contained, the parties hereto covenant and agree as follows:

ARTICLE I – COMMENCEMENT OF SERVICE

(Insert B)

ARTICLE II – GAS TO BE TRANSPORTED

2.1 Subject to the provisions of this Contract, the FT Toll Schedule, the List of Tolls, and the General Terms and Conditions referred to in Section 7.1 hereof, TCPL shall provide transportation service hereunder for Customer in respect of a quantity of gas which, in any one day from the Date of Commencement until the ____ day of _____, _____, shall not exceed _____ GJ (the "Contract Demand").

ARTICLE III – DELIVERY POINT(S) AND RECEIPT POINT(S)

3.1 The Delivery Point(s) hereunder are those points specified as such in Exhibit "1" which is attached hereto and made a part hereof.

3.2 The Receipt Point(s) hereunder are those points specified as such in Exhibit "1" hereof.

ARTICLE IV – TOLLS

4.1 Customer shall pay for all transportation service hereunder from the Date of Commencement in accordance with TCPL's FT Toll Schedule, List of Tolls, and General Terms and Conditions set out in TCPL's Transportation Tariff as the same may be amended or approved from time to time by the Canada Energy Regulator ("CER").

(Insert C)

ARTICLE V – TERM OF CONTRACT

5.1 This Contract shall be effective from the date hereof and shall continue until the ____ day of _____, ____.

ARTICLE VI – NOTICES

6.1 Any notice, request, demand, statement or bill (for the purpose of this paragraph, collectively referred to as "Notice") to or upon the respective parties hereto shall be in writing and shall be directed as follows:

IN THE CASE OF TCPL: TransCanada PipeLines Limited

(i) mailing address:	P.O. Box 1000 Station M Calgary, Alberta T2P 4K5
(ii) delivery address:	TC Energy Tower 450 – 1 st Street S.W. Calgary, Alberta T2P 5H1
	Attention: _____ Fax: _____ Email: _____
(iii) nominations:	Attention: _____ Fax: _____ Email: _____
(iv) bills:	Attention: _____ Fax: _____ Email: _____
(v) other matters:	Attention: _____ Fax: _____ Email: _____

IN THE CASE OF CUSTOMER:

(i) mailing address:

(ii) delivery address:

(iii) nominations:

Attention: _____
Fax: _____
Email: _____

(iv) bills:

Attention: _____
Fax: _____
E-mail: _____

(v) other matters:

Attention: _____
Fax: _____
Email: _____

Notice may be given by fax or other electronic means, as determined by TCPL and posted on TCPL's website, and any such Notice shall be deemed to be given four (4) hours after transmission. Notice may also be given by personal delivery or by courier and any such Notice shall be deemed to be given at the time of delivery. Any Notice may also be given by prepaid mail and any such Notice shall be deemed to be given four (4) days after mailing, Saturdays, Sundays and statutory holidays excepted. In the event regular mail service, courier service, fax or other electronic means shall be interrupted by a cause beyond the control of the parties hereto, then the party sending the Notice shall utilize any service that has not been so interrupted to deliver such Notice, including but not limited to telephone. To be deemed to be Notice, any notice given by telephone shall be followed immediately by personal delivery, courier, prepaid mail, fax or other electronic means, and any Notice so given shall be deemed to be given as of the date and time of the telephone call. Each party shall provide Notice to the other of any change of address for the purposes hereof.

ARTICLE VII – MISCELLANEOUS PROVISIONS

7.1 The FT Toll Schedule, the List of Tolls, and the General Terms and Conditions set out in TCPL's Transportation Tariff as amended or approved from time to time by the CER are all by reference made a part of this Contract and operations hereunder shall, in addition to the terms and conditions of this Contract, be subject to the provisions thereof. TCPL shall notify Customer at any time that TCPL files with the CER revisions to the FT Toll Schedule, the List

of Tolls, and/or the General Terms and Conditions (the "Revisions") and shall provide Customer with a copy of the Revisions.

- 7.2 The headings used throughout this Contract, the FT Toll Schedule, the List of Tolls, and the General Terms and Conditions are inserted for convenience of reference only and are not to be considered or taken into account in construing the terms or provisions thereof nor to be deemed in any way to qualify, modify or explain the effect of any such provisions or terms.
- 7.3 This Contract shall be construed and applied, and be subject to the laws of the Province of Alberta, and, when applicable, the laws of Canada, and shall be subject to the rules, regulations and orders of any regulatory or legislative authority having jurisdiction.

(Insert D)

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the date first above written.

[Customer]

TransCanada PipeLines Limited

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT "1"

This is EXHIBIT "1" to the FIRM TRANSPORTATION SERVICE CONTRACT made as of the _____ day of _____, 20 __ between TRANSCANADA PIPELINES LIMITED ("TCPL") and _____ ("Customer").

The Delivery Point hereunder is the point of interconnection between the pipeline facilities of TCPL and _____ which is located at: _____.

The Receipt Point hereunder is the point of interconnection between the pipeline facilities of TCPL and _____ which is located at: _____.

DIFFERENT CONTRACT VERSIONS

I For a Firm Transportation Service Contract Executed Following Completion of a Precedent Agreement:

Insert A

WHEREAS the parties hereto have heretofore entered into an agreement dated as of the ____ day of _____, 20__, (the "Precedent Agreement") which bound them, subject to the fulfillment or waiver of the conditions precedent therein set forth, to enter into a Contract substantially upon the terms and conditions hereinafter described; and

WHEREAS the conditions precedent of the Precedent Agreement have been satisfied or waived; and

Insert B

1.1 TCPL shall use reasonable efforts to have the additional facilities (and/or obtain such transportation arrangements on other gas transmission systems) as may be required to effect the transportation of the gas hereunder (the "Necessary Capacity") in place by the ____ day of _____, 20__, or as soon as possible thereafter. TCPL's ability to provide service by the ____ day of _____, 20__, will be subject to, inter alia:

- (a) the timing of receipt by Customer and TCPL of the authorizations referred to in the Precedent Agreement which are required prior to the commencement of construction of TCPL's facilities and the timing of the commencement of the services required by TCPL (if any) on Other Pipelines; and
- (b) the lead time required for the acquisition, construction and installation of those facilities required by TCPL.

TCPL shall use reasonable efforts to provide Customer with ten (10) days advance Notice of the anticipated availability of the Necessary Capacity (the "Advance Notice"). TCPL shall give Customer Notice of the actual date of availability of the Necessary Capacity ("TCPL's Notice"), and service hereunder shall not commence prior to the actual date of availability of the Necessary Capacity.

1.2 The date of commencement of service hereunder (the "Date of Commencement") shall be the earlier of:

(a) the date for which Customer first nominates and TCPL authorizes service hereunder;
or

(b) the tenth (10th) day following the day on which Customer received TCPL's Notice;

PROVIDED that Customer shall not be obligated to a Date of Commencement which is earlier than the ____ day of _____, 20__, unless mutually agreed upon by both parties.

II Firm Transportation Service Contract Requiring Displacement of a Firm Transportation Service Contract:

Insert A

(nothing)

Insert B

1.1 As TCPL does not otherwise have sufficient pipeline capacity on its system to offer this service, another Customer who has a long term Firm Transportation Service contract(s) for the purpose of delivering gas to the same Delivery Point(s) (the "Other Contract") must agree to reductions in the Contract Demand under the Other Contract equal to the Contract Demand hereunder effective as of the Date of Commencement.

1.2 The date of commencement of service hereunder (the "Date of Commencement") shall be the date for which Customer first nominates, and TCPL authorizes deliveries hereunder, pursuant to the provisions of this Contract.

1.3 Notwithstanding Section 5.1 hereof, if the Date of Commencement has not occurred on or before the ____ day of _____, 20__, then either party may at any time thereafter, provided that service shall not have commenced hereunder, terminate this Contract forthwith by Notice to the other party.

III Firm Transportation Service Contract Not Following a Precedent Agreement and Not Requiring Displacement of a Firm Transportation Service Contract:

Insert A

(nothing)

Insert B

- 1.1 The date of commencement of service hereunder (the "Date of Commencement") shall be the ____ day of _____, 20__.

IV Contracts with Emerson I and II, Dawn, Niagara Falls, Iroquois, Chippawa or East Hereford as Delivery Points

Insert C

- 4.2 Customer shall pay for all delivery pressure service hereunder from the Date of Commencement in accordance with TCPL's FT Toll Schedule, List of Tolls and General Terms and Conditions set out in TCPL's Transportation Tariff as the same may be amended or approved from time to time by the CER.

(a) Emerson I (Viking) Delivery Point

Insert D

ARTICLE VIII – DELIVERY PRESSURE

- 8.1 TCPL shall increase the line pressure of the gas it delivers to Customer at the Delivery Point to the pressure necessary for Customer to have Viking Gas Transmission Company accept receipt of such gas from Customer for transportation from the Delivery Point, provided that, from the Date of Commencement until the termination of this Contract, TCPL shall not be obligated to provide a pressure greater than 5 170 kPa (g).

(b) Emerson II (Great Lakes) Delivery Point

Insert D

ARTICLE VIII – DELIVERY PRESSURE

- 8.1 TCPL shall increase the line pressure of the gas it delivers to Customer at the Delivery Point to the pressure necessary for Customer to have Great Lakes Gas Transmission Limited Partnership accept receipt of such gas from Customer for transportation from the Delivery Point, provided that, from the Date of Commencement until the termination of this Contract, TCPL shall not be obligated to provide a pressure greater than 5 460 kPa (g).

(c) Dawn Delivery Point

Insert D

ARTICLE VIII – DELIVERY PRESSURE

- 8.1 TCPL shall increase the line pressure of the gas it delivers to Customer at the Delivery Point to a pressure of not less than 4 850 kPa (g).

(d) Niagara Falls Delivery Point

Insert D

ARTICLE VIII – DELIVERY PRESSURE

- 8.1 TCPL shall increase the line pressure of the gas it delivers to Customer at the Delivery Point to a pressure of not less than 4 830 kPa (g).

(e) Iroquois Delivery Point

Insert D

ARTICLE VIII – DELIVERY PRESSURE

- 8.1 TCPL shall increase the line pressure of the gas it delivers to Customer at the Delivery Point to the pressure necessary for Customer to have Iroquois Gas Transmission System, L.P. accept receipt of such gas from Customer for transportation from the Delivery Point,

provided that, from the Date of Commencement until the termination of this Contract, such pressure is not greater than 9 895 kPa (g).

(f) Chippawa Delivery Point

Insert D

ARTICLE VIII – DELIVERY PRESSURE

8.1 TCPL shall increase the line pressure of the gas it delivers to Customer at the Chippawa Delivery Point to the pressure necessary for Customer to have Empire State Pipeline accept receipt of such gas from Customer for transportation from the Chippawa Delivery Point, provided that such pressure is not greater than 8 450 kPa (g).

(g) East Hereford Delivery Point

Insert D

ARTICLE VIII – DELIVERY PRESSURE

8.1 TCPL shall increase the line pressure of the gas it delivers to Customer at the East Hereford Delivery Point to the pressure necessary for Customer to have Portland Natural Gas Transmission System accept receipt of such gas from Customer for transportation from the East Hereford Delivery Point, provided that such pressure is not greater than 8 650 kPa (g).

STORAGE TRANSPORTATION SERVICE CONTRACT

THIS CONTRACT FOR STORAGE TRANSPORTATION SERVICE, made as of the _____ day
of _____ 20____.

BETWEEN:

TRANSCANADA PIPELINES LIMITED
a Canadian corporation
("TCPL")

OF THE FIRST PART

and

("Customer")

OF THE SECOND PART

WITNESSES THAT:

WHEREAS TCPL owns and operates a natural gas pipeline system extending from a point near the Alberta/Saskatchewan border where TCPL's facilities interconnect with the facilities of NOVA Gas Transmission Ltd. easterly to the Province of Quebec with branch lines extending to various points on the International Border; and

WHEREAS TCPL provides firm transportation service to Customer from Empress, Alberta or a receipt point in the Province of Saskatchewan to _____ the delivery point (the "Market Point") under a FT or MFP Contract(s) dated _____ and identified with the TCPL contract identifier _____ (the "FT Contract" or "MFP Contract"); and

WHEREAS Customer has entered into storage arrangements for the storage of gas; and

WHEREAS Customer has entered into transportation arrangements with _____,
other Transporter, whereby other Transporter will accept gas delivered on Customer's behalf by

TCPL at the Storage Injection Point(s) for transportation to storage and other Transporter will deliver gas to TCPL from storage at the Storage Withdrawal Point on Customer's behalf; and

Insert A

NOW THEREFORE THIS CONTRACT WITNESSES THAT, in consideration of the covenants and agreement herein contained, the parties hereto covenant and agree as follows:

ARTICLE I – COMMENCEMENT OF SERVICE

Insert B

ARTICLE II – GAS TO BE TRANSPORTED

Insert C

ARTICLE III – DELIVERY POINT AND RECEIPT POINT

- 3.1 The point at which the gas is to be delivered hereunder by TCPL to Customer at the Market Point, as set out in Exhibit "A" of this STS Contract, is the delivery point specified in the FT Contract or MFP Contract. The point(s) at which the gas is to be delivered by TCPL on Customer's behalf to other Transporter for storage is the Storage Injection Point(s) as set out in Exhibit "A" of this STS Contract. The point at which the gas is to be delivered from storage to TCPL on Customer's behalf is the Storage Withdrawal Point as set out in Exhibit "A" of this STS Contract.

ARTICLE IV – TOLLS

- 4.1 Customer shall pay for all transportation service hereunder from the Date of Commencement in accordance with TCPL's Storage Transportation Service Toll Schedule (the "STS Toll Schedule"), List of Tolls, and General Terms and Conditions set out in TCPL's Transportation Tariff as same may be amended or approved from time to time by the CER.
- 4.2 Customer's obligation to pay for service hereunder shall continue throughout the term of this Contract notwithstanding that Customer's right to store gas may have been suspended, terminated, or is otherwise not available to Customer.

ARTICLE V – TERM OF CONTRACT

5.1 This Contract shall be effective from the date hereof and shall continue until _____, ____.

ARTICLE VI – NOTICES

6.1 Any notice, request, demand, statement or bill (for the purpose of this paragraph, collectively referred to as "Notice") to or upon the respective parties hereto shall be in writing and shall be directed as follows:

IN THE CASE OF TCPL: TransCanada PipeLines Limited

(i) mailing address: P.O. Box 1000
Station M
Calgary, Alberta
T2P 4K5

(ii) delivery address: TC Energy Tower
450 – 1st Street S.W.
Calgary, Alberta
T2P 5H1

Attention: _____
Fax: _____
Email: _____

(iii) nominations: Attention: _____
Fax: _____
Email: _____

(iv) bills: Attention: _____
Fax: _____
Email: _____

(v) other matters: Attention: _____
Fax: _____
Email: _____

IN THE CASE OF CUSTOMER:

(i) mailing address:	_____

(ii) delivery address:	_____

(iii) nominations:	Attention: _____
	Fax: _____
	E-mail: _____
(iv) bills:	Attention: _____
	Fax: _____
	E-mail: _____
(v) other matters:	Attention: _____
	Fax: _____
	E-mail: _____

Notice may be given by fax or other electronic means, as determined by TCPL and posted on TCPL's website, and any such Notice shall be deemed to be given four (4) hours after transmission. Notice may also be given by personal delivery or by courier and any such Notice shall be deemed to be given at the time of delivery. Any Notice may also be given by prepaid mail and any such Notice shall be deemed to be given four (4) days after mailing, Saturdays, Sundays and statutory holidays excepted. In the event regular mail service, courier service, fax or other electronic means shall be interrupted by a cause beyond the control of the parties hereto, then the party sending the Notice shall utilize any service that has not been so interrupted to deliver such Notice, including but not limited to telephone. To be deemed to be Notice, any notice given by telephone shall be followed immediately by personal delivery, courier, prepaid mail, fax or other electronic means, and any Notice so given shall be deemed to be given as of the date and time of the telephone call. Each party shall provide Notice to the other of any change of address for the purposes hereof

ARTICLE VII – MISCELLANEOUS PROVISIONS

- 7.1 The STS Toll Schedule, the List of Tolls, and the General Terms and Conditions set out in TCPL's Transportation Tariff as amended or approved from time to time by the CER are all by reference made a part of this Contract and operations hereunder shall, in addition to the terms and conditions of this Contract, be subject to the provisions thereof. TCPL shall notify Customer at any time that TCPL files with the CER revisions to the General Terms and

Conditions, the List of Tolls, and/or the STS Toll Schedule (the "Revisions") and shall provide Customer with a copy of the Revisions.

- 7.2 The headings used throughout this Contract, the STS Toll Schedule, the List of Tolls, and the General Terms and Conditions are inserted for convenience of reference only and are not to be considered or taken into account in construing the terms or provisions thereof nor to be deemed in any way to qualify, modify or explain the effect of any such provisions or terms.
- 7.3 This Contract shall be construed and applied, and be subject to the laws of the Province of Alberta, and, when applicable, the laws of Canada, and shall be subject to the rules, regulations and orders of any regulatory or legislative authority having jurisdiction.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the date first above written.

[Customer]

TransCanada PipeLines Limited

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT "A"

This is EXHIBIT "A" to the CONTRACT for STORAGE TRANSPORTATION SERVICE, made as of the _____ day of _____, 20____, between TRANSCANADA PIPELINES LIMITED ("TCPL") and _____.

The storage injection point(s) hereunder is the point of interconnection between the pipeline facilities of TCPL and _____ which is (are) located at: _____(the "Storage Injection Point").

The storage withdrawal point hereunder is the point of interconnection between the pipeline facilities of TCPL and _____ which is located at: _____(the "Storage Withdrawal Point").

The market point hereunder is the point of interconnection between pipeline facilities of TCPL and _____ which is located at: _____(the "Market Point").

DIFFERENT CONTRACT VERSIONS

I Market is Downstream From Storage - Precedent Agreement Signed

Insert A

WHEREAS the Market Point is downstream of the Storage Withdrawal Point; and

WHEREAS Customer desires from time to time to have quantities of gas, otherwise deliverable under Customer's FT Contract or MFP Contract to the Market Point delivered to the Storage Injection Point(s) for transportation by other Transporter to storage; and

WHEREAS Customer proposes during each period from November 1 to April 15 (the "Winter Period") during the term hereof to have other Transporter transport certain quantities of gas that are withdrawn from storage to the Storage Withdrawal Point for delivery to TCPL, and to have TCPL transport such quantities from the Storage Withdrawal Point for delivery to Customer at the Market Point on a firm basis, in order to enable Customer to better meet the needs of its markets; and

WHEREAS the parties hereto have heretofore entered into an agreement (the "Precedent Agreement") which binds them, subject to the fulfillment or waiver of the conditions precedent therein set forth, to enter into an agreement substantially upon the terms and conditions hereinafter described; and

WHEREAS the conditions precedent of the Precedent Agreement have been satisfied or waived.

Insert B

- 1.1 TCPL shall use reasonable efforts to have such additional facilities (and/or obtain such transportation arrangements on other gas transmission systems) as may be required to effect the transportation of the gas hereunder (the "Necessary Capacity") in place by _____, _____ or such later date that may result due to a) the timing of the receipt by TCPL and/or other parties requiring same of the authorizations from the Canada Energy Regulator ("CER") and/or other agencies having jurisdiction needed to obtain the Necessary Capacity. TCPL shall use reasonable efforts to provide Customer with ten (10) days advance Notice of the anticipated availability of the Necessary Capacity (the "Advance Notice"). TCPL

shall give Customer Notice of the actual date of availability of the Necessary Capacity ("TCPL's Notice"), and service hereunder shall not commence prior to the actual date of availability of the Necessary Capacity.

1.2 The date of commencement of service hereunder (the "Date of Commencement") shall be the earlier of:

- (a) the date for which Customer first nominates and TCPL authorizes service hereunder; or
- (b) the tenth (10th) day following the day on which Customer received TCPL's Notice;

PROVIDED that Customer shall not be obligated to a Date of Commencement which is earlier than _____, _____.

Insert C

2.1 On any day TCPL agrees to deliver a quantity of gas (the "Daily Injection Quantity") as requested by Customer to the Storage Injection Point(s) on a firm basis, in accordance with Subsection 2.2(c) of the STS Toll Schedule; PROVIDED that TCPL is obligated to deliver only such quantity as other Transporter will accept on Customer's behalf on such day.

2.2 On any day during any Winter Period on a firm basis, and at other times on a best efforts basis, TCPL agrees, in accordance with the provisions of Subsection 2.2(c) of the STS Toll Schedule, to accept at the Storage Withdrawal Point, and transport and deliver to Customer at the Market Point quantities of gas (the "Daily Withdrawal Quantity"); PROVIDED that TCPL shall not be obligated to transport a quantity of gas on any one day during the term hereof in excess of _____ GJ (the "Contract Demand").

II Market is Upstream From Storage - Precedent Agreement Signed

Insert A

WHEREAS the Market Point is upstream of the Storage Withdrawal Point; and

WHEREAS Customer desires during each period from April 16 to October 31 (the "Summer Period") during the term hereof to have quantities of gas, otherwise deliverable under

Customer's FT Contract or MFP Contract to the Market Point, delivered to the Storage Injection Point(s) for transportation by other Transporter to storage; and

WHEREAS Customer proposes from time to time during the term hereof to have other Transporter transport certain quantities of gas that are withdrawn from storage to the Storage Withdrawal Point for delivery to TCPL, and to have TCPL transport such quantities from the Storage Withdrawal Point for delivery to Customer at the Market Point on a firm basis, in order to enable Customer to better meet the needs of its markets; and

WHEREAS the parties hereto have heretofore entered into an agreement (the "Precedent Agreement") which binds them, subject to the fulfillment or waiver of the conditions precedent therein set forth, to enter into an agreement substantially upon the terms and conditions hereinafter described; and

WHEREAS the conditions precedent of the Precedent Agreement have been satisfied or waived.

Insert B

- 1.1 TCPL shall use reasonable efforts to have such additional facilities (and/or obtain such transportation arrangements on other gas transmission systems) as may be required to effect the transportation of the quantities hereunder (the "Necessary Capacity") in place by _____, _____ or such later date that may result due to the timing of the receipt by TCPL and/or other parties requiring same of the authorizations from the Canada Energy Regulator ("CER") and/or other agencies having jurisdiction needed to obtain the Necessary Capacity. TCPL shall use reasonable efforts to provide Customer with ten (10) days advance Notice of the anticipated availability of the Necessary Capacity (the "Advance Notice"). TCPL shall give Customer Notice of the actual date of availability of the Necessary Capacity ("TCPL's Notice"), and service hereunder shall not commence prior to the actual date of availability of the Necessary Capacity.
- 1.2 The date of commencement of service hereunder (the "Date of Commencement") shall be the earlier of:
- (a) the date for which Customer first nominates and TCPL authorizes service hereunder; or

(b) the tenth (10th) day following the day on which Customer received TCPL's Notice;

PROVIDED that Customer shall not be obligated to a Date of Commencement which is earlier than _____, _____.

Insert C

- 2.1 On any day during any Summer Period on a firm basis, and at other times on a best efforts basis, TCPL agrees to deliver a quantity of gas (the "Daily Injection Quantity") as requested by Customer to the Storage Injection Point(s), in accordance with Subsection 2.2(c) of the STS Toll Schedule; PROVIDED that TCPL is obligated to deliver only such quantity as other Transporter will accept on Customer's behalf on such day; and PROVIDED that TCPL shall not be obligated to transport a quantity of gas on any one day during the term hereof in excess of _____ GJ (the "Contract Demand").
- 2.2 On any day during the term hereof TCPL agrees, in accordance with the provisions of Subsection 2.2(c) of the STS Toll Schedule, to accept at the Storage Withdrawal Point, transport and deliver to Customer at the Market Point quantities of gas on a firm basis (the "Daily Withdrawal Quantity").

III Market is Downstream From Storage - No Precedent Agreement

Insert A

WHEREAS the Market Point is downstream of the Storage Withdrawal Point; and

WHEREAS Customer desires from time to time to have quantities of gas, otherwise deliverable under Customer's FT Contract or MFP Contract to the Market Point, delivered to the Storage Injection Point(s) for transportation by other Transporter to storage; and

WHEREAS Customer proposes during each period from November 1 to April 15 (the "Winter Period") during the term hereof to have other Transporter transport certain quantities of gas that are withdrawn from storage to the Storage Withdrawal Point for delivery to TCPL, and to have TCPL transport such quantities from the Storage Withdrawal Point for delivery to Customer at the Market Point on a firm basis, in order to enable Customer to better meet the needs of its markets; and

WHEREAS Customer has satisfied in full, or TCPL has waived, each of the conditions precedent set out in Section 1.1 of TCPL's STS Toll Schedule.

Insert B

1.1 The date of commencement of service hereunder (the "Date of Commencement") shall be _____.

Insert C

2.1 On any day TCPL agrees to deliver a quantity of gas (the "Daily Injection Quantity") as requested by Customer to the Storage Injection Point(s) on a firm basis, in accordance with Subsection 2.2(c) of the STS Toll Schedule; PROVIDED that TCPL is obligated to deliver only such quantity as other Transporter will accept on Customer's behalf on such day.

2.2 On any day during any Winter Period on a firm basis, and at other times on a best efforts basis, TCPL agrees, in accordance with the provisions of Subsection 2.2(c) of the STS Toll Schedule, to accept at the Storage Withdrawal Point, transport and deliver to Customer at the Market Point quantities of gas (the "Daily Withdrawal Quantity"); PROVIDED that TCPL shall not be obligated to transport a quantity of gas on any one day during the term hereof in excess of _____ GJ (the "Contract Demand").

IV Market is Upstream From Storage - No Precedent Agreement

Insert A

WHEREAS the Market Point is upstream of the Storage Withdrawal Point; and

WHEREAS Customer desires during each period from April 16 to October 31 (the "Summer Period") during the term hereof to have quantities of gas, otherwise deliverable under Customer's FT Contract or MFP Contract to the Market Point, delivered to the Storage Injection Point(s) for transportation by other Transporter to storage; and

WHEREAS Customer proposes from time to time during the term hereof to have other Transporter transport certain quantities of gas that are withdrawn from storage to the Storage Withdrawal Point for delivery to TCPL, and to have TCPL transport such quantities from the Storage

Withdrawal Point for delivery to Customer at the Market Point on a firm basis, in order to enable Customer to better meet the needs of its markets; and

WHEREAS Customer has satisfied in full, or TCPL has waived, each of the conditions precedent set out in Section 1.1 of TCPL's STS Toll Schedule.

Insert B

- 1.1 The date of commencement of service hereunder (the "Date of Commencement") shall be _____.

Insert C

- 2.1 On any day during any Summer Period on a firm basis, and at other times on a best efforts basis, TCPL agrees to deliver a quantity of gas (the "Daily Injection Quantity") as requested by Customer to the Storage Injection Point(s), in accordance with Subsection 2.2(c) of the STS Toll Schedule; PROVIDED that TCPL is obligated to deliver only such quantity as other Transporter will accept on Customer's behalf on such day, and PROVIDED that TCPL shall not be obligated to transport a quantity of gas on any one day during the term hereof in excess of _____ GJ (the "Contract Demand").
- 2.2 On any day during the term hereof TCPL agrees, in accordance with the provisions of Subsection 2.2(c) of the STS Toll Schedule, to accept at the Storage Withdrawal Point, transport and deliver to Customer at the Market Point quantities of gas on a firm basis (the "Daily Withdrawal Quantity").

STORAGE TRANSPORTATION SERVICE-LINKED CONTRACT

THIS CONTRACT FOR STORAGE TRANSPORTATION SERVICE-LINKED, made as of the _____ day of _____ 20__.

BETWEEN:

TRANSCANADA PIPELINES LIMITED
a Canadian corporation
("TCPL")

OF THE FIRST PART

and

("Customer")

OF THE SECOND PART

WITNESSES THAT:

WHEREAS TCPL owns and operates a natural gas pipeline system extending from a point near the Alberta/Saskatchewan border where TCPL's facilities interconnect with the facilities of NOVA Gas Transmission Ltd. easterly to the Province of Quebec with branch lines extending to various points on the International Border; and

WHEREAS TCPL provides firm transportation service from Empress, Alberta or in the Province of Saskatchewan to the Market Point, for parties listed in Exhibit "B" ("The Linked FT Contract(s)" or "The Linked MFP Contract(s)"); and

WHEREAS Customer has entered into storage arrangements for the storage of gas; and

WHEREAS Customer has entered into transportation arrangements with _____, other Transporter, whereby other Transporter will accept gas delivered on Customer's behalf by TCPL at the Storage Injection Point(s) for transportation to storage, and other Transporter will deliver gas to TCPL from storage at Storage Withdrawal Point on Customer's behalf; and

Insert A

NOW THEREFORE THIS CONTRACT WITNESSES THAT, in consideration of the covenants and agreement herein contained, the parties hereto covenant and agree as follows:

ARTICLE I - COMMENCEMENT OF SERVICE

Insert B

ARTICLE II - GAS TO BE TRANSPORTED

Insert C

ARTICLE III - MARKET POINT AND STORAGE POINT(S)

- 3.1 The point at which the gas is to be delivered hereunder from storage by TCPL to Customer is the Market Point specified in Exhibit "A". The point at which the gas is to be delivered by TCPL on Customer's behalf to storage is (are) the Storage Injection Point(s) specified in Exhibit "A". The point at which gas is removed from storage for delivery to the Market Point is the Storage Withdrawal Point specified in Exhibit "A".

ARTICLE IV - TOLLS

- 4.1 Customer shall pay for all transportation service hereunder from the Date of Commencement in accordance with TCPL's the STS-L Toll Schedule, List of Tolls, and General Terms and Conditions set out in TCPL's Transportation Tariff as same may be amended or approved from time to time by the CER.
- 4.2 Customer's obligation to pay for service hereunder shall continue throughout the term of this Contract notwithstanding that Customer's right to store gas may have been suspended, terminated, or is otherwise not available to Customer.

ARTICLE V - TERM OF CONTRACT

- 5.1 This Contract shall be effective from the date hereof and shall continue until _____, ____.

ARTICLE VI - NOTICES

6.1 Any notice, request, demand, statement or bill (for the purpose of this paragraph, collectively referred to as "Notice") to or upon the respective parties hereto shall be in writing and shall be directed as follows:

IN THE CASE OF TCPL: TransCanada PipeLines Limited

(i) mailing address:	P.O. Box 1000 Station M Calgary, Alberta T2P 4K5
(ii) delivery address:	TC Energy Tower 450 – 1 st Street S.W. Calgary, Alberta T2P 5H1
	Attention: _____
	Fax: _____
	Email: _____
(iii) nominations:	Attention: _____
	Fax: _____
	Email: _____
(iv) bills:	Attention: _____
	Fax: _____
	Email: _____
(v) other matters:	Attention: _____
	Fax: _____
	Email: _____

IN THE CASE OF CUSTOMER:

(i) mailing address:	_____

(ii) delivery address:	_____

(iii) nominations:	Attention: _____
	Fax: _____
	Email: _____

(iv) bills:	Attention:	_____
	Fax:	_____
	E-mail:	_____
(v) other matters:	Attention:	_____
	Fax:	_____
	Email:	_____

Notice may be given by fax or other electronic means, as determined by TCPL and posted on TCPL's website, and any such Notice shall be deemed to be given four (4) hours after transmission. Notice may also be given by personal delivery or by courier and any such Notice shall be deemed to be given at the time of delivery. Any Notice may also be given by prepaid mail and any such Notice shall be deemed to be given four (4) days after mailing, Saturdays, Sundays and statutory holidays excepted. In the event regular mail service, courier service, fax or other electronic means shall be interrupted by a cause beyond the control of the parties hereto, then the party sending the Notice shall utilize any service that has not been so interrupted to deliver such Notice, including but not limited to telephone. To be deemed to be Notice, any notice given by telephone shall be followed immediately by personal delivery, courier, prepaid mail, fax or other electronic means, and any Notice so given shall be deemed to be given as of the date and time of the telephone call. Each party shall provide Notice to the other of any change of address for the purposes hereof.

ARTICLE VII - MISCELLANEOUS PROVISIONS

- 7.1 The STS-L Toll Schedule, the List of Tolls, and the General Terms and Conditions set out in TCPL's Transportation Tariff as amended or approved from time to time by the CER are all by reference made a part of this Contract and operations hereunder shall, in addition to the terms and conditions of this Contract, be subject to the provisions thereof. TCPL shall notify Customer at any time that TCPL files with the CER revisions to the General Terms and Conditions, the List of Tolls, and/or the STS-L Toll Schedule (the "Revisions") and shall provide Customer with a copy of the Revisions.
- 7.2 The headings used throughout this Contract, the STS-L Toll Schedule, the List of Tolls, and the General Terms and Conditions are inserted for convenience of reference only and are not to be considered or taken into account in construing the terms or provisions thereof nor to be deemed in any way to qualify, modify or explain the effect of any such provisions or terms.

7.3 This Contract shall be construed and applied, and be subject to the laws of the Province of Alberta, and, when applicable, the laws of Canada, and shall be subject to the rules, regulations and orders of any regulatory or legislative authority having jurisdiction.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the date first above written.

[Customer]

TransCanada PipeLines Limited

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT "A"

This is EXHIBIT "A" to the CONTRACT for STORAGE TRANSPORTATION SERVICE-LINKED, made as of the _____ day of _____, 20__, between TRANSCANADA PIPELINES LIMITED ("TCPL") and _____.

The storage injection point(s) hereunder is(are) the point(s) of interconnection between the pipeline facilities of TCPL and _____ which is located at: _____ (the "Storage Injection Point").

The storage withdrawal point hereunder is the point of interconnection between the pipeline facilities of TCPL and _____ which is located at: _____ (the "Storage Withdrawal Point").

The market point hereunder is the point of interconnection between the pipeline facilities of TCPL and _____ which is located at: _____ (the "Market Point").

EXHIBIT "B"

This is EXHIBIT "B" to the CONTRACT for STORAGE TRANSPORTATION SERVICE-LINKED, made as of the ____ day of _____, 20__, between TRANSCANADA PIPELINES LIMITED ("TCPL") and _____.

The Linked FT or MFP Contract(s) to this STS-L Contract are as follows:

The FT or MFP Contract, dated _____ between TCPL and FT or MFP Customer _____ identified by the TCPL contract identifier as _____.

The FT or MFP Customer and the STS-L Customer each hereby agrees and acknowledges that during the period between the first Day of ____ 20__ until the last day of _____ 20__, (the "Linked Term") TCPL shall be entitled to use all Contract Demand under the Linked FT or MFP Contract for the purpose of determining the STS-L Customer's Daily Operational Injection Quantity.

FT or MFP Customer hereby agrees and acknowledges that if the STS-L Customer assigns all of this STS-L Contract to another party, then this Exhibit "B" shall remain effective for the Linked Term herein.

IN WITNESS WHEREOF, the parties hereto have signed this Exhibit "B" on ____ day of _____, 20__.

TRANSCANADA PIPELINES LIMITED

STS-L Customer

per: _____

per: _____

per: _____

per: _____

FT or MFP Customer

per: _____

per: _____

DIFFERENT CONTRACT VERSIONS

I Market is Downstream From Storage - Precedent Agreement Signed

Insert A

WHEREAS the Market Point is located downstream of the Storage Withdrawal Point; and

WHEREAS Customer desires from time to time to have quantities of gas delivered on a firm basis from the Market Point to the Storage Injection Point(s); and

WHEREAS Customer proposes during each period from November 1 to April 15 (the "Winter Period") during the term hereof to have TCPL transport quantities of gas from the Storage Withdrawal Point for delivery to Customer at the Market Point on a firm basis; and

WHEREAS the parties hereto have heretofore entered into an agreement (the "Precedent Agreement") which binds them, subject to the fulfillment or waiver of the conditions precedent therein set forth, to enter into an agreement substantially upon the terms and conditions hereinafter described; and

WHEREAS the conditions precedent of the Precedent Agreement have been satisfied or waived.

Insert B

- 1.1 TCPL shall use reasonable efforts to have such additional facilities (and/or obtain such transportation arrangements on other gas transmission systems) as may be required to effect the transportation of the gas hereunder (the "Necessary Capacity") in place by _____, _____ or such later date that may result due to a) the timing of the receipt by TCPL and/or other parties requiring same of the authorizations from the Canada Energy Regulator ("CER") and/or other agencies having jurisdiction needed to obtain the Necessary Capacity. TCPL shall use reasonable efforts to provide Customer with ten (10) days advance Notice of the anticipated availability of the Necessary Capacity (the "Advance Notice"). TCPL shall give Customer Notice of the actual date of availability of the Necessary Capacity ("TCPL's Notice"), and service hereunder shall not commence prior to the actual date of availability of the Necessary Capacity.

1.2 The date of commencement of service hereunder (the "Date of Commencement") shall be the earlier of:

- (a) the date for which Customer first nominates and TCPL authorizes service hereunder;
or
- (b) the tenth (10th) day following the day on which Customer received TCPL's Notice;

PROVIDED that Customer shall not be obligated to a Date of Commencement which is earlier than _____, _____.

Insert C

2.1 On any day TCPL agrees to deliver the Daily Operational Injection Quantity as requested by Customer from the Market Point to the Storage Injection Points on a firm basis; PROVIDED that TCPL shall not be obligated to transport a quantity of gas on any one day during the term hereof in excess of the Daily Contract Injection Quantity of _____ GJ; and

2.2 On any day from November 1 to April 15 on a firm basis, and at other times on a best efforts basis, TCPL agrees to transport and deliver up to the Daily Contract Withdrawal Quantity as requested by Customer from the Storage Withdrawal Point to the Market Point.; PROVIDED that TCPL shall not be obligated to transport a quantity of gas on any one day during the term hereof in excess of the Daily Contract Withdrawal Quantity.

II Market is Upstream From Storage - Precedent Agreement Signed

Insert A

WHEREAS the Market Point is located upstream of the Storage Withdrawal Point; and

WHEREAS Customer desires during each period from April 16 to October 31 (the "Summer Period") during the term hereof to have quantities of gas, delivered from the Market Point to the Storage Injection Point(s) on a firm basis; and

WHEREAS Customer proposes from time to time during the term hereof to have TCPL transport quantities of gas from the Storage Withdrawal Point to the Market Point on a firm basis; and

WHEREAS the parties hereto have heretofore entered into an agreement (the "Precedent Agreement") which binds them, subject to the fulfillment or waiver of the conditions precedent therein set forth, to enter into an agreement substantially upon the terms and conditions hereinafter described; and

WHEREAS the conditions precedent of the Precedent Agreement have been satisfied or waived.

Insert B

1.1 TCPL shall use reasonable efforts to have such additional facilities (and/or obtain such transportation arrangements on other gas transmission systems) as may be required to effect the transportation of the quantities hereunder (the "Necessary Capacity") in place by _____, _____ or such later date that may result due to the timing of the receipt by TCPL and/or other parties requiring same of the authorizations from the Canada Energy Regulator ("CER") and/or other agencies having jurisdiction needed to obtain the Necessary Capacity. TCPL shall use reasonable efforts to provide Customer with ten (10) days advance Notice of the anticipated availability of the Necessary Capacity (the "Advance Notice"). TCPL shall give Customer Notice of the actual date of availability of the Necessary Capacity ("TCPL's Notice"), and service hereunder shall not commence prior to the actual date of availability of the Necessary Capacity.

1.2 The date of commencement of service hereunder (the "Date of Commencement") shall be the earlier of:

(a) the date for which Customer first nominates and TCPL authorizes service hereunder;
or

(b) the tenth (10th) day following the day on which Customer received TCPL's Notice;

PROVIDED that Customer shall not be obligated to a Date of Commencement which is earlier than _____, _____.

Insert C

2.1 On any day from April 16 to October 31 on a firm basis, and at other times on a best efforts basis, TCPL agrees to deliver the Daily Operational Injection Quantity as requested by

Customer from the Market Point to the Storage Injection Point(s); PROVIDED that TCPL shall not be obligated to transport a quantity of gas on any one day in excess of the Daily Contract Injection Quantity _____ GJ; and

- 2.2 On any day during the term hereof TCPL agrees to transport and deliver up to the Daily Contract Withdrawal Quantity as requested by Customer from the Storage Withdrawal Point to the Market Point; on a firm basis PROVIDED that TCPL shall not be obligated to transport a quantity of gas on any one day during the term hereof in excess of the Daily Contract Withdrawal Quantity.

III Market is Downstream From Storage - No Precedent Agreement

Insert A

WHEREAS the Market Point is located downstream of the Storage Withdrawal Point; and

WHEREAS Customer desires from time to time to have quantities of gas delivered on a firm basis from the Market Point to the Storage Injection Point(s); and

WHEREAS Customer proposes during each period from November 1 to April 15 (the "Winter Period") during the term hereof to have TCPL transport quantities of gas from the Storage Withdrawal Point for delivery to Customer at the Market Point on a firm basis; and

WHEREAS Customer has satisfied in full, or TCPL has waived, each of the conditions precedent set out in Section 1.1 of TCPL's STS-L Toll Schedule.

Insert B

- 1.1 The date of commencement of service hereunder (the "Date of Commencement") shall be _____.

Insert C

- 2.1 On any day during the term hereof TCPL agrees to deliver the Daily Operational Injection Quantity as requested by Customer from the Market Point to the Storage Injection Point on a firm basis; PROVIDED that TCPL shall not be obligated to transport a quantity of gas on any

one day during the term hereof in excess of the Daily Contract Injection Quantity _____ GJ; and

- 2.2 On any day from November 1 to April 15 on a firm basis, and at other times on a best efforts basis, TCPL agrees, to transport and deliver up to the Daily Contract Withdrawal Quantity as requested by Customer from the Storage Withdrawal Point to the Market Point; PROVIDED that TCPL shall not be obligated to transport a quantity of gas on any one day during the term hereof in excess of the Daily Contract Withdrawal Quantity.

IV Market is Upstream From Storage - No Precedent Agreement

Insert A

WHEREAS the Market Point is located upstream of the Storage Withdrawal Point; and

WHEREAS Customer desires during each period from April 16 to October 31 (the "Summer Period") during the term hereof to have quantities of gas, delivered from the Market Point to the Storage Injection Point(s); and

WHEREAS Customer proposes from time to time during the term hereof to have TCPL transport quantities of gas from the Storage Withdrawal Point for delivery to Customer at the Market Point on a firm basis; and

WHEREAS Customer has satisfied in full, or TCPL has waived, each of the conditions precedent set out in Section 1.1 of TCPL's STS-L Toll Schedule.

Insert B

- 1.1 The date of commencement of service hereunder (the "Date of Commencement") shall be _____.

Insert C

- 2.1 On any day from April 16 to October 31 on a firm basis, and at other times on a best efforts basis, TCPL agrees to deliver the Daily Operational Injection Quantity as requested by Customer from the Market Point to the Storage Injection Point; PROVIDED that TCPL shall not be obligated to transport a quantity of gas on any one day in excess of the Daily Contract

Injection Quantity _____ GJ; and 2.2 On any day during the term hereof TCPL agrees to transport and deliver up to the Daily Contract Withdrawal Quantity on a firm basis as requested by Customer from the Storage Withdrawal Point to the Market Point; PROVIDED that TCPL shall not be obligated to transport a quantity of gas on any one day during the term hereof in excess of the Daily Contract Withdrawal Quantity.

INTERRUPTIBLE TRANSPORTATION SERVICE CONTRACT

THIS INTERRUPTIBLE TRANSPORTATION SERVICE CONTRACT, made as of day of the
day of _____, 20__.

BETWEEN:

TRANSCANADA PIPELINES LIMITED
a Canadian corporation
("TCPL")

OF THE FIRST PART

and

("Customer")

OF THE SECOND PART

WITNESSES THAT:

WHEREAS TCPL owns and operates a natural gas pipeline system extending from a point near the Alberta/Saskatchewan border where TCPL's facilities interconnect with the facilities of NOVA Gas Transmission Ltd. easterly to the Province of Quebec with branch lines extending to various points on the Canada/United States of America International Border; and

WHEREAS Customer has requested and TCPL has agreed to transport quantities of gas (in GJ's) that are delivered by Customer or Customer's agent to TCPL at the receipt point(s) listed in TCPL's Transportation Tariff (the "Receipt Point(s)"), from the Receipt Point(s) to the delivery point(s) listed in TCPL's Transportation Tariff (the "Delivery Point(s)") pursuant to the terms and conditions of this Contract; and

WHEREAS Customer has satisfied in full the conditions precedent in Subsections 1.1 (b) and (c) of TCPL's Interruptible Transportation Service Toll Schedule (the "IT Toll Schedule") referred to in Section 6.1 hereof; and

WHEREAS the quantities of gas delivered hereunder by Customer or Customer's agent to TCPL are to be removed from the province of production of such gas by Customer and/or Customer's suppliers and/or its (their) designated agent(s) pursuant to valid and subsisting permits and/or such other authorizations in respect thereof.

NOW THEREFORE this contract witnesses that, in consideration of the covenants and agreements herein contained, the parties hereto covenant and agree as follows:

ARTICLE I – COMMENCEMENT OF SERVICE

- 1.1 The date of commencement (the "Date of Commencement") of service hereunder shall be the date for which Customer first nominates and TCPL authorizes service hereunder.

ARTICLE II – DELIVERY POINT(S) AND RECEIPT POINT(S)

- 2.1 Customer shall be entitled to nominate service to any combination of Receipt Point(s) and Delivery Point(s) acceptable to TCPL provided that Customer shall not be entitled to nominate service to any combination of Receipt Point(s) and Delivery Point(s) which would result in the transportation service between such points constituting a backhaul service.

ARTICLE III – TOLLS

- 3.1 Customer shall pay for all transportation service hereunder from the Date of Commencement in accordance with TCPL's IT Toll Schedule, List of Tolls, and General Terms and Conditions as described in Section 6.1 hereof set out in TCPL's Transportation Tariff as same may be amended or approved from time to time (the "Tariff") by the Canada Energy Regulator ("CER"). If the toll payable for transportation service between any of the Receipt Point(s) and any of the Delivery Point(s) is not set forth in the List of Tolls, then TCPL shall calculate such toll utilizing the methodology approved by the CER and thereafter such toll shall apply to such service (subject to amendment by TCPL from time to time to reflect decisions of the CER).
- 3.2 Customer shall pay for all delivery pressure service hereunder from the Date of Commencement in accordance with TCPL's IT Toll Schedule, List of Tolls and General Terms and Conditions set out in TCPL's Transportation Tariff as the same may be amended or approved from time to time by the CER.

ARTICLE IV – TERM OF CONTRACT

- 4.1 This Contract shall be effective from the date hereof and shall continue in force until terminated by either party in accordance with Section 4.2 hereof or the General Terms and Conditions set out in the Tariff.
- 4.2 In addition to the termination provisions set out in the General Terms and Conditions of the Tariff, either party shall have the right to terminate this Contract at any time by giving the other party 30 days prior notice in writing. Upon the expiration of the aforesaid 30 day period, this Contract shall thereupon terminate and be of no further force or effect provided that nothing herein shall relieve either party from any obligation which arose prior to the effective date of such termination.

ARTICLE V – NOTICES

- 5.1 Any notice, request, demand, statement or bill (for the purpose of this paragraph, collectively referred to as "Notice") to or upon the respective parties hereto shall be in writing and shall be directed as follows:

IN THE CASE OF TCPL: TransCanada PipeLines Limited

- | | |
|------------------------|-------------------------------------------------------------------------------------|
| (i) mailing address: | P.O. Box 1000
Station M
Calgary, Alberta
T2P 4K5 |
| (ii) delivery address: | TC Energy Tower
450 – 1 st Street S.W.
Calgary, Alberta
T2P 5H1 |
| | Attention: _____ |
| | Fax: _____ |
| | Email: _____ |
| (iii) nominations: | Attention: _____ |
| | Fax: _____ |
| | Email: _____ |
| (iv) bills: | Attention: _____ |
| | Fax: _____ |
| | Email: _____ |

Attention: _____
Fax: _____
Email: _____

(i) mailing address: _____

(iii) nominations:

Attention: _____

Fax: _____

Email: _____

(iv) bills:

Attention: _____

Fax: _____

E-mail: _____

(v) other matters:

Attention: _____

Fax: _____

Email: _____

Sheet No. 4

ARTICLE VI – MISCELLANEOUS PROVISIONS

- 6.1 The IT Toll Schedule, the List of Tolls, and the General Terms and Conditions set out in the Tariff are all by reference made a part of this Contract and operations hereunder shall, in addition to the terms and conditions of this Contract, be subject to the provisions thereof. TCPL shall notify Customer at any time that TCPL files with the CER revisions to the IT Toll Schedule, the List of Tolls, and/or the General Terms and Conditions (the "Revisions") and shall provide Customer with a copy of the Revisions.
- 6.2 The headings used throughout this Contract, the IT Toll Schedule, the List of Tolls, and the General Terms and Conditions are inserted for convenience of reference only and are not to be considered or taken into account in construing the terms or provisions thereof nor to be deemed in any way to qualify, modify or explain the effect of any such provisions or terms.
- 6.3 This Contract shall be construed and applied, and be subject to the laws of the Province of Alberta, and, when applicable, the laws of Canada, and shall be subject to the rules, regulations and orders of any regulatory or legislative authority having jurisdiction.

ARTICLE VII - DELIVERY PRESSURE

- 7.1 TCPL shall increase the line pressure of the gas it delivers to Customer at the Emerson I Delivery Point to the pressure necessary for Customer to have Viking Gas Transmission Company accept receipt of such gas from Customer for transportation from the Emerson I Delivery Point, provided that, from the Date of Commencement until the termination of this Contract, TCPL shall not be obligated to provide a pressure greater than 5 170 kPa (g).
- 7.2 TCPL shall increase the line pressure of the gas it delivers to Customer at the Emerson II Delivery Point to the pressure necessary for Customer to have Great Lakes Gas Transmission Limited Partnership accept receipt of such gas from Customer for transportation from the Emerson II Delivery Point, provided that, from the Date of Commencement until the termination of this Contract, TCPL shall not be obligated to provide a pressure greater than 5 460 kPa (g).
- 7.3 TCPL shall increase the line pressure of the gas it delivers to Customer at the Dawn Delivery Point to a pressure of not less than 4 850 kPa (g).

- 7.4 TCPL shall increase the line pressure of the gas it delivers to Customer at the Niagara Falls Delivery Point to a pressure of not less than 4 830 kPa (g).
- 7.5 TCPL shall increase the line pressure of the gas it delivers to Customer at the Iroquois Delivery Point to the pressure necessary for Customer to have Iroquois Gas Transmission System, L.P. accept receipt of such gas from Customer for transportation from the Iroquois Delivery Point, provided that, from the Date of Commencement until the termination of this Contract, such pressure is not greater than 9 895 kPa (g).
- 7.6 TCPL shall increase the line pressure of the gas it delivers to Customer at the Chippawa Delivery Point to the pressure necessary for Customer to have Empire State Pipeline accept receipt of such gas from Customer for transportation from the Chippawa Delivery Point, provided that, from the Date of Commencement until the termination of this Contract, such pressure is not greater than 8 450 kPa (g).
- 7.7 TCPL shall increase the line pressure of the gas it delivers to Customer at the East Hereford Delivery Point to the pressure necessary for Customer to have Portland Natural Gas Transmission System accept receipt of such gas from Customer for transportation from the East Hereford Delivery Point, provided that such pressure is not greater than 8 650 kPa (g).

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the date first above written.

[Customer]

TransCanada PipeLines Limited

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

SHORT TERM FIRM TRANSPORTATION SERVICE CONTRACT

THIS SHORT TERM FIRM TRANSPORTATION SERVICE CONTRACT, made as of the ____ day
of _____, 20__

BETWEEN:

TRANSCANADA PIPELINES LIMITED
a Canadian corporation ("TCPL")
OF THE FIRST PART

AND:

("Customer")
OF THE SECOND PART

WITNESSES THAT:

WHEREAS TCPL owns and operates a natural gas pipeline system extending from a point near the Alberta/Saskatchewan border where TCPL's facilities interconnect with the facilities of NOVA Gas Transmission Ltd. easterly to the Province of Quebec with branch lines extending to various points on the Canada/United States of America International Border; and

WHEREAS Customer has satisfied in full, or TCPL has waived, each of the availability conditions set out in Section 2.1 of TCPL's STFT Toll Schedule referred to in Section 8.1 hereof; and

WHEREAS the quantities of gas delivered hereunder by Customer or Customer's agent to TCPL are to be removed from the province or country of production of such gas by Customer and/or Customer's suppliers and/or its (their) designated agent(s) pursuant to valid and subsisting permits, licenses or other such authorizations.

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

ARTICLE I – DEFINITIONS

- 1.1 Capitalized terms used but not defined in this Contract shall have the meaning ascribed to such terms in the STFT Toll Schedule and in TCPL's Transportation Tariff, as they may be amended from time to time.

ARTICLE II – GAS TO BE TRANSPORTED

- 2.1 Subject to the provisions of this Contract, the STFT Toll Schedule, the List of Tolls, and the General Terms and Conditions referred to in Section 8.1 hereof, TCPL shall provide firm transportation service to Customer for such period of time and in respect of a quantity of gas not in excess of the Maximum Daily Quantity specified in the Addendum to this Contract executed from time to time, which Addendum shall be in the form attached hereto as Exhibit "A".

ARTICLE III – DELIVERY POINT(S) AND RECEIPT POINT(S)

- 3.1 The Delivery Point(s) hereunder are those points specified as such in Exhibit "A" Addendum entered into from time to time by the parties.
- 3.2 The Receipt Point(s) hereunder are those points specified as such in Exhibit "A" Addendum entered into from time to time by the parties.

ARTICLE IV – TOLLS

- 4.1 Customer shall pay for all transportation service hereunder in accordance with TCPL's STFT Toll Schedule, List of Tolls, and General Terms and Conditions set out in TCPL's Transportation Tariff, as each may be amended from time to time by the Canada Energy Regulator ("CER"). The toll to be paid by Customer hereunder shall be the STFT Price.

ARTICLE V – TERM OF CONTRACT

- 5.1 This Contract shall be effective from the date hereof and shall continue in force unless terminated in accordance with Section 5.2 hereof or the provisions of the General Terms and Conditions set out in TCPL's Transportation Tariff.
- 5.2 In addition to the termination provisions set out in the General Terms and Conditions of TCPL's Transportation Tariff, either party shall have the right to terminate this Contract at

any time by giving the other party thirty (30) days prior written notice. Upon expiration of the aforesaid thirty (30) day period, this Contract shall terminate and be of no further force or effect; provided that nothing herein shall relieve either party from any obligations which arose prior to the effective date of such termination, including all obligations under Exhibit "A" Addendum in force on the effective date of such termination.

ARTICLE VI - NOTICES

6.1 Any notice, request, demand, statement or bill (for the purpose of this paragraph, collectively referred to as "Notice") to or upon the respective parties hereto shall be in writing and shall be directed as follows:

IN THE CASE OF TCPL: TransCanada PipeLines Limited

- | | |
|------------------------|-----------------------------------------------------------------------------------|
| (i) mailing address: | P.O. Box 1000
Station M
Calgary, Alberta
T2P 4K5 |
| (ii) delivery address: | TC Energy Tower
450 – 1 st Street S.W.
Calgary, Alberta, T2P 5H1 |
| | Attention: _____ |
| | Fax: _____ |
| | Email: _____ |
| (iii) nominations: | Attention: _____ |
| | Fax: _____ |
| | Email: _____ |
| (iv) bills: | Attention: _____ |
| | Fax: _____ |
| | Email: _____ |
| (v) other matters: | Attention: _____ |
| | Fax: _____ |
| | Email: _____ |

IN THE CASE OF CUSTOMER:

(i) mailing address:	<div></div> <div></div> <div></div>
(ii) delivery address:	<div></div> <div></div>
(iii) nominations:	Attention: <div></div> <div>Fax: <div></div></div> <div>Email: <div></div></div>
(iv) bills:	Attention: <div></div> <div>Fax: <div></div></div> <div>E-mail: <div></div></div>
(v) other matters:	Attention: <div></div> <div>Fax: <div></div></div> <div>Email: <div></div></div>

Notice may be given by fax or other electronic means, as determined by TCPL and posted on TCPL's website, and any such Notice shall be deemed to be given four (4) hours after transmission. Notice may also be given by personal delivery or by courier and any such Notice shall be deemed to be given at the time of delivery. Any Notice may also be given by prepaid mail and any such Notice shall be deemed to be given four (4) days after mailing, Saturdays, Sundays and statutory holidays excepted. In the event regular mail service, courier service, fax or other electronic means shall be interrupted by a cause beyond the control of the parties hereto, then the party sending the Notice shall utilize any service that has not been so interrupted to deliver such Notice, including but not limited to telephone. To be deemed to be Notice, any notice given by telephone shall be followed immediately by personal delivery, courier, prepaid mail, fax or other electronic means, and any Notice so given shall be deemed to be given as of the date and time of the telephone call. Each party shall provide Notice to the other of any change of address for the purposes hereof.

ARTICLE VII - DELIVERY PRESSURE

- 7.1 Customer shall pay for all delivery pressure service hereunder in accordance with the provisions of the STFT Toll Schedule, List of Tolls and General Terms and Conditions of TCPL's Transportation Tariff, as each may be amended from time to time.

ARTICLE VIII - MISCELLANEOUS PROVISIONS

- 8.1 The STFT Toll Schedule, the List of Tolls, and the General Terms and Conditions set out in TCPL's Transportation Tariff, as each may be amended from time to time by the CER, are all by reference made a part of this Contract and transportation service hereunder shall, in addition to the terms and conditions of this Contract, be subject to the provisions thereof. TCPL shall notify Customer at any time that TCPL files with the CER revisions to the STFT Toll Schedule, the List of Tolls, and/or the General Terms and Conditions (the "Revisions") and shall provide Customer with a copy of the Revisions.
- 8.2 The headings used throughout this Contract, the STFT Toll Schedule, the List of Tolls and the General Terms and Conditions are inserted for convenience of reference only and are not intended to be considered or taken into account in construing the terms or provisions thereof nor to be deemed in any way to qualify, modify or explain the effect of any such provisions or terms.
- 8.3 This Contract shall be construed and applied, and be subject to the laws of the Province of Alberta, and, where applicable, the laws of Canada, and shall be subject to the rules, regulations and orders of any regulatory or legislative authority having jurisdiction.
- 8.4 This Contract, including the Exhibit "A" Addendum attached hereto, each Exhibit "A" Addendum entered into from time to time by the parties, and all terms, conditions and provisions incorporated herein by reference, constitute the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, representations and understandings, written or oral, pertaining thereto. Except as otherwise provided for herein, no modification, amendment or variation to this Contract shall be effective unless such modification, amendment or variation is in writing and signed by both parties hereto.

IN WITNESS WHEREOF the parties hereto have executed this Contract as of the date written above.

[Customer]

TransCanada PipeLines Limited

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT "A" ADDENDUM

Page ____ of ____

Short Term Firm Transportation Service Contract Addendum

This Exhibit "A" Addendum, made as of the ____ day of _____, 20____, to the Short Term Firm Transportation Service Contract made as of the ____ day of _____, 20____, between TransCanada PipeLines Limited ("TCPL") and _____ ("Customer").

System Segment _____

The Delivery Point hereunder is the point of interconnection between the pipeline facilities of TCPL and _____ which is located at or near _____.

The Receipt Point hereunder is the point of interconnection between the pipeline facilities of TCPL and _____ which is located at or near _____.

STFT Service Period: _____

Maximum Daily Quantity: _____ GJ/day Minimum Daily Quantity: _____ GJ/day

STFT Bid Percentage: (maximum 2 decimal places): _____.

Is this STFT bid conditional upon another STFT bid(s)?

Yes ____ No ____ If Yes, the STFT bid(s) upon which this STFT is conditional must be attached. Indicated the number of STFT bid(s) attached ____

Customer Contact

Name: _____

Address: _____

Telephone: _____ Fax: _____

Dated this ____ day of _____, 20____.

Customer

TransCanada PipeLines Limited

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Signed: _____

Name: _____

Title: _____

Signed: _____

Name: _____

Title: _____

ENERGY DEFICIENT GAS ALLOWANCE SERVICE (EDGA) CONTRACT

THIS CONTRACT, made for an ENERGY DEFICIENT GAS ALLOWANCE SERVICE as of the _____
day of _____, 20__.

BETWEEN: TRANSCANADA PIPELINES LIMITED
 a Canadian corporation
 ("TCPL")

OF THE FIRST PART

and

("Interconnecting Facility Operator" or "IFO")

OF THE SECOND PART

WITNESSES THAT:

WHEREAS the IFO has requested and TCPL has agreed to allow the IFO an Energy Deficient Gas Allowance Service pursuant to the EDGA Toll Schedule; and

WHEREAS the IFO has satisfied in full, or TCPL has waived, each of the conditions precedent set out in Subsections 2.1(b) and (c) of the EDGA Toll Schedule, and any other conditions precedent.

NOW THEREFORE THIS EDGA CONTRACT WITNESSES THAT, in consideration of the covenants and agreement herein contained, the parties hereto covenant and agree as follows:

ARTICLE I – DEFINITIONS

- 1.1 Capitalized terms used but not defined in this EDGA Contract shall have the meanings ascribed to such terms in the General Terms & Conditions and the EDGA Toll Schedule, as each may be amended from time to time.

ARTICLE II – MAXIMUM DAILY ENERGY DEFICIENCY QUANTITY

- 2.1 An IFO's Daily Energy Deficiency Quantity shall not exceed _____ GJ (the Maximum Daily Energy Deficiency Quantity).

ARTICLE III – RECEIPT POINT

- 3.1 The receipt point hereunder is the point of interconnection between the pipeline facilities of TCPL and _____ which are located at _____.

ARTICLE IV - TERM OF CONTRACT

- 4.1 This EDGA Contract shall be effective from the _____ Day of _____, _____ and shall continue in force and effect until the 31st Day of December, _____ unless terminated in accordance with the provisions of the EDGA Toll Schedule or the General Terms and Conditions.

ARTICLE V – TOLLS

- 5.1 IFO shall pay for all charges hereunder from the Date of Commencement in accordance with TCPL's EDGA Toll Schedule, List of Tolls, and the General Terms and Conditions set out in TCPL's Transportation Tariff as the same may be amended or approved from time to time by the CER.

ARTICLE VI – NOTICES

- 6.1 Any notice, request, demand, statement or bill (for the purpose of this paragraph, collectively referred to as "Notice") to or upon the respective parties hereto shall be in writing and shall be directed as follows:

IN THE CASE OF TCPL: TransCanada PipeLines Limited

(i) mailing address: P.O. Box 1000
Station M
Calgary, Alberta
T2P 4K5

(ii) delivery address: TC Energy Tower
450 – 1st Street S.W.
Calgary, Alberta
T2P 5H1

	Attention:	_____
	Fax:	_____
	Email:	_____
(iii) nominations:	Attention:	_____
	Fax:	_____
	Email:	_____
(iv) bills:	Attention:	_____
	Fax:	_____
	Email:	_____
(v) other matters:	Attention:	_____
	Fax:	_____
	Email:	_____

IN THE CASE OF IFO:

(i) mailing address:	_____

(ii) delivery address:	_____

(iii) nominations:	Attention: _____
	Fax: _____
	Email: _____
(iv) bills:	Attention: _____
	Fax: _____
	E-mail: _____
(v) other matters:	Attention: _____
	Fax: _____
	Email: _____

Notice may be given by fax or other electronic means, as determined by TCPL and posted on TCPL's website, and any such Notice shall be deemed to be given four (4) hours after transmission. Notice may also be given by personal delivery or by courier and any such Notice shall be deemed to be given at the time of delivery. Any Notice may also be given by prepaid mail and any such Notice shall be deemed to be given four (4) days after mailing, Saturdays, Sundays and statutory holidays excepted. In the event regular mail service, courier service, fax or other electronic means shall be interrupted by a cause beyond the control of the parties hereto, then the party sending the Notice

shall utilize any service that has not been so interrupted to deliver such Notice, including but not limited to telephone. To be deemed to be Notice, any notice given by telephone shall be followed immediately by personal delivery, courier, prepaid mail, fax or other electronic means, and any Notice so given shall be deemed to be given as of the date and time of the telephone call. Each party shall provide Notice to the other of any change of address for the purposes hereof.

ARTICLE VII – MISCELLANEOUS PROVISIONS

- 7.1 The EDGA Toll Schedule, and the General Terms & Conditions are all by reference made a part of this EDGA Contract and EDGA Service hereunder shall, in addition to the terms and conditions of this EDGA Contract, be subject to the provisions thereof. TCPL shall notify IFO at any time that TCPL files with the CER revisions to the EDGA Toll Schedule, or the General Terms & Conditions (the "Revisions") and shall provide the IFO with a copy of the Revisions.
- 7.2 The headings used throughout this EDGA Contract, the EDGA Toll Schedule, the List of Tolls and the General Terms & Conditions are inserted for convenience of reference only and are not to be considered or taken into account in construing the terms or provisions thereof nor to be deemed in any way to qualify, modify or explain the effect of any such provisions or terms.
- 7.3 This EDGA Contract shall be construed and applied, and be subject to the laws of the Province of Alberta, and, when applicable, the laws of Canada, and shall be subject to the rules, regulations and orders of any regulatory or legislative authority having jurisdiction.
- 7.4 This EDGA Contract and all terms, conditions and provisions incorporated herein by reference, constitute the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, representations and understandings, written or oral, pertaining thereto. Except as otherwise provided for herein, no modification, amendment or variation to this EDGA Contract shall be effective unless such modification, amendment or variation is in writing and signed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this EDGA Contract as of the date first above written.

[Interconnecting Facility Operator]

TransCanada PipeLines Limited

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

NON-RENEWABLE FIRM TRANSPORTATION SERVICE CONTRACT

THIS NON-RENEWABLE FIRM TRANSPORTATION SERVICE CONTRACT, made as of the
____ day of _____, 20____.

BETWEEN:

TRANSCANADA PIPELINES LIMITED
a Canadian corporation
("TCPL")

OF THE FIRST PART

and

_____ ("Customer")

OF THE SECOND PART

WITNESSES THAT:

WHEREAS TCPL owns and operates a natural gas pipeline system extending from a point near the Alberta/Saskatchewan border where TCPL's facilities interconnect with the facilities of NOVA Gas Transmission Ltd. easterly to the Province of Quebec with branch lines extending to various points on the Canada/United States of America International Border; and

WHEREAS Customer has satisfied in full, or TCPL has waived, each of the conditions precedent set out in Subsections 1.1 (b) and (c) of TCPL's Non-Renewable Firm Transportation Service Toll Schedule referred to in Section 7.1 hereof (the "FT-NR Toll Schedule"); and

WHEREAS Customer has requested and TCPL has agreed to transport quantities of gas, that are delivered by Customer or Customer's agent to TCPL at the Receipt Point(s) referred to in Section 3.2 hereof (the "Receipt Point(s)"), to the Delivery Point(s) referred to in Section 3.1 hereof (the "Delivery Point(s)") pursuant to the terms and conditions of this Contract; and

WHEREAS the quantities of gas delivered hereunder by Customer or Customer's agent to TCPL are to be removed from the province of production of such gas by Customer and/or Customer's suppliers and/or its (their) designated agent(s) pursuant to valid and subsisting permits and/or such other authorizations in respect thereof.

NOW THEREFORE THIS CONTRACT WITNESSES THAT, in consideration of the covenants and agreement herein contained, the parties hereto covenant and agree as follows:

ARTICLE I – COMMENCEMENT OF SERVICE

1.1 The date of commencement of service hereunder (the "Date of Commencement") shall be the ____ day of _____, 20__.

ARTICLE II – GAS TO BE TRANSPORTED

2.1 Subject to the provisions of this Contract, the FT-NR Toll Schedule, the List of Tolls, and the General Terms and Conditions referred to in Section 7.1 hereof, TCPL shall provide transportation service hereunder for Customer in respect of a quantity of gas which, in any one day from the Date of Commencement until the ____ day of _____, 20__, shall not exceed _____ GJ (the "Contract Demand").

ARTICLE III – DELIVERY POINT(S) AND RECEIPT POINT(S)

3.1 The Delivery Point(s) hereunder are those points specified as such in Exhibit "1" which is attached hereto and made a part hereof.

3.2 The Receipt Point(s) hereunder are those points specified as such in Exhibit "1" hereof.

ARTICLE IV – TOLLS

4.1 Customer shall pay for all transportation service hereunder from the Date of Commencement in accordance with TCPL's FT-NR Toll Schedule, List of Tolls, and General Terms and Conditions set out in TCPL's Transportation Tariff as the same may be amended or approved from time to time by the Canada Energy Regulator ("CER").

(Insert A)

ARTICLE V – TERM OF CONTRACT

5.1 This Contract shall be effective from the date hereof and shall continue until the ____ day of _____, 20__.

5.2 Customer shall not be entitled to renew this Contract or any portion of service hereunder.

ARTICLE VI – NOTICES

6.1 Any notice, request, demand, statement or bill (for the purpose of this paragraph, collectively referred to as "Notice") to or upon the respective parties hereto shall be in writing and shall be directed as follows:

IN THE CASE OF TCPL: TransCanada PipeLines Limited

(i) mailing address:

P.O. Box 1000
Station M
Calgary, Alberta
T2P 4K5

(ii) delivery address:

TC Energy Tower
450 – 1st Street S.W.
Calgary, Alberta
T2P 5H1

Attention: _____
Fax: _____
Email: _____

(iii) nominations:

Attention: _____
Fax: _____
Email: _____

(iv) bills:

Attention: _____
Fax: _____
Email: _____

(v) other matters:

Attention: _____
Fax: _____
Email: _____

IN THE CASE OF CUSTOMER:

(i) mailing address:

(ii) delivery address:

(iii) nominations:

Attention: _____
Fax: _____
Email: _____

(iv) bills:

Attention: _____
Fax: _____
Email: _____

(v) other matters:

Attention: _____
Fax: _____
Email: _____

Notice may be given by fax or other electronic means, as determined by TCPL and posted on TCPL's website, and any such Notice shall be deemed to be given four (4) hours after transmission. Notice may also be given by personal delivery or by courier and any such Notice shall be deemed to be given at the time of delivery. Any Notice may also be given by prepaid mail and any such Notice shall be deemed to be given four (4) days after mailing, Saturdays, Sundays and statutory holidays excepted. In the event regular mail service, courier service, fax or other electronic means shall be interrupted by a cause beyond the control of the parties hereto, then the party sending the Notice shall utilize any service that has not been so interrupted to deliver such Notice, including but not limited to telephone. To be deemed to be Notice, any notice given by telephone shall be followed immediately by personal delivery, courier, prepaid mail, fax or other electronic means, and any Notice so given shall be deemed to be given as of the date and time of the telephone call. Each party shall provide Notice to the other of any change of address for the purposes hereof.

ARTICLE VII – MISCELLANEOUS PROVISIONS

7.1 The FT-NR Toll Schedule, the List of Tolls, and the General Terms and Conditions set out in TCPL's Transportation Tariff as amended or approved from time to time by the CER are all

- by reference made a part of this Contract and operations hereunder shall, in addition to the terms and conditions of this Contract, be subject to the provisions thereof. TCPL shall notify Customer at any time that TCPL files with the CER revisions to the FT-NR Toll Schedule, the List of Tolls, and/or the General Terms and Conditions (the "Revisions") and shall provide Customer with a copy of the Revisions.
- 7.2 The headings used throughout this Contract, the FT-NR Toll Schedule, the List of Tolls, and the General Terms and Conditions are inserted for convenience of reference only and are not to be considered or taken into account in construing the terms or provisions thereof nor to be deemed in any way to qualify, modify or explain the effect of any such provisions or terms.
- 7.3 This Contract shall be construed and applied, and be subject to the laws of the Province of Alberta, and, when applicable, the laws of Canada, and shall be subject to the rules, regulations and orders of any regulatory or legislative authority having jurisdiction.

(Insert B)

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the date first above written.

[Customer]

TransCanada PipeLines Limited

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT "1"

This is EXHIBIT "1" to the NON-RENEWABLE FIRM TRANSPORTATION SERVICE CONTRACT made as of the _____ day of _____, 20__ between TRANSCANADA PIPELINES LIMITED ("TCPL") and _____ ("Customer").

The Delivery Point(s) hereunder is (are) the (those) point(s) of interconnection between the pipeline facilities of TCPL and _____ which is (are) located at:

The Receipt Point(s) hereunder is (are) the (those) point(s) of interconnection between the pipeline facilities of TCPL and _____ which is (are) located at:

DIFFERENT CONTRACT VERSIONS

I Contracts with Emerson I and II, Dawn, Niagara Falls, Iroquois, Chippawa or East Hereford as Delivery Points

Insert A

- 4.2 Customer shall pay for all delivery pressure service hereunder from the Date of Commencement in accordance with TCPL's FT-NR Toll Schedule, List of Tolls and General Terms and Conditions set out in TCPL's Transportation Tariff as the same may be amended or approved from time to time by the CER.

(a) Emerson I (Viking) Delivery Point

Insert B

ARTICLE VIII – DELIVERY PRESSURE

- 8.1 TCPL shall increase the line pressure of the gas it delivers to Customer at the Delivery Point to the pressure necessary for Customer to have Viking Gas Transmission Company accept receipt of such gas from Customer for transportation from the Delivery Point, provided that, from the Date of Commencement until the termination of this Contract, TCPL shall not be obligated to provide a pressure greater than 5 170 kPa(g).

(b) Emerson II (Great Lakes) Delivery Point

Insert B

ARTICLE VIII – DELIVERY PRESSURE

- 8.1 TCPL shall increase the line pressure of the gas it delivers to Customer at the Delivery Point to the pressure necessary for Customer to have Great Lakes Gas Transmission Limited Partnership accept receipt of such gas from Customer for transportation from the Delivery Point, provided that, from the Date of Commencement until the termination of this Contract, TCPL shall not be obligated to provide a pressure greater than 5 460 kPa (g).

(c) Dawn Delivery Point

Insert B

ARTICLE VIII – DELIVERY PRESSURE

- 8.1 TCPL shall increase the line pressure of the gas it delivers to Customer at the Delivery Point to a pressure of not less than 4 850 kPa (g).

(d) Niagara Falls Delivery Point

Insert B

ARTICLE VIII – DELIVERY PRESSURE

- 8.1 TCPL shall increase the line pressure of the gas it delivers to Customer at the Delivery Point to a pressure of not less than 4 830 kPa (g).

(e) Iroquois Delivery Point

Insert B

ARTICLE VIII – DELIVERY PRESSURE

- 8.1 TCPL shall increase the line pressure of the gas it delivers to Customer at the Delivery Point to the pressure necessary for Customer to have Iroquois Gas Transmission System, L.P. accept receipt of such gas from Customer for transportation from the Delivery Point, provided that, from the Date of Commencement until the termination of this Contract, such pressure is not greater than 9 895 kPa (g).

(f) Chippawa Delivery Point

Insert B

ARTICLE VIII – DELIVERY PRESSURE

- 8.1 TCPL shall increase the line pressure of the gas it delivers to Customer at the Chippawa Delivery Point to the pressure necessary for Customer to have Empire State Pipeline accept

receipt of such gas from Customer for transportation from the Chippawa Delivery Point, provided that such pressure is not greater than 8 450 kPa (g).

(g) East Hereford Delivery Point

Insert B

ARTICLE VIII – DELIVERY PRESSURE

- 8.1 TCPL shall increase the line pressure of the gas it delivers to Customer at the East Hereford Delivery Point to the pressure necessary for Customer to have Portland Natural Gas Transmission System accept receipt of such gas from Customer for transportation from the East Hereford Delivery Point, provided that such pressure is not greater than 8 650 kPa (g).

FIRM TRANSPORTATION SHORT NOTICE SERVICE CONTRACT

THIS FIRM TRANSPORTATION SHORT NOTICE SERVICE CONTRACT, made as of the ____
day of _____, 20__.

BETWEEN:

TRANSCANADA PIPELINES LIMITED
a Canadian corporation
("TCPL")

OF THE FIRST PART

and

("Customer")

OF THE SECOND PART

WITNESSES THAT:

WHEREAS TCPL owns and operates a natural gas pipeline system extending from a point near the Alberta/Saskatchewan border where TCPL's facilities interconnect with the facilities of NOVA Corporation of Alberta easterly to the Province of Quebec with branch lines extending to various points on the Canada/United States of America International Border; and

WHEREAS Customer has satisfied in full, or TCPL has waived, each of the conditions precedent set out in Subsections 1.1 (b), (c), (d) and (e) of TCPL's Firm Transportation Short Notice Service Toll Schedule referred to in Section 7.1 hereof (the "FT-SN Toll Schedule"); and

WHEREAS Customer has requested and TCPL has agreed to transport quantities of gas, that are delivered by Customer or Customer's agent to TCPL at the Receipt Point referred to in Section 3.2 hereof (the "Receipt Point"), to the Delivery Point referred to in Section 3.1 hereof (the "Delivery Point") pursuant to the terms and conditions of this Contract; and

(Insert A)

WHEREAS the quantities of gas delivered hereunder by Customer or Customer's agent to TCPL are to be removed from the province of production of such gas by Customer and/or Customer's suppliers and/or its (their) designated agent(s) pursuant to valid and subsisting permits and/or such other authorizations in respect thereof.

NOW THEREFORE THIS CONTRACT WITNESSES THAT, in consideration of the covenants and agreement herein contained, the parties hereto covenant and agree as follows:

ARTICLE I – COMMENCEMENT OF SERVICE

(Insert B)

ARTICLE II – GAS TO BE TRANSPORTED

2.1 Subject to the provisions of this Contract, the FT-SN Toll Schedule, the List of Tolls, and the General Terms and Conditions referred to in Section 7.1 hereof, TCPL shall provide transportation service hereunder for Customer in respect of a quantity of gas which, in any one day from the Date of Commencement until the ____ day of _____, ____, shall not exceed _____ GJ (the "Contract Demand").

ARTICLE III – DELIVERY POINT AND RECEIPT POINT

3.1 The Delivery Point hereunder is the point specified as such in Exhibit "1" which is attached hereto and made a part hereof.

3.2 The Receipt Point hereunder is the point specified as such in Exhibit "1" hereof.

ARTICLE IV – TOLLS

4.1 Customer shall pay for all transportation service hereunder from the Date of Commencement in accordance with TCPL's FT-SN Toll Schedule, List of Tolls, and General Terms and Conditions set out in TCPL's Transportation Tariff as the same may be amended or approved from time to time by the Canada Energy Regulator ("CER").

ARTICLE V – TERM OF CONTRACT

5.1 This Contract shall be effective from the date hereof and shall continue until the ____ day of _____, ____.

ARTICLE VI – NOTICES

6.1 Any notice, request, demand, statement or bill (for the purpose of this paragraph, collectively referred to as "Notice") to or upon the respective parties hereto shall be in writing and shall be directed as follows:

IN THE CASE OF TCPL: TransCanada PipeLines Limited

(i) mailing address: P.O. Box 1000
Station M
Calgary, Alberta
T2P 4K5

(ii) delivery address: TC Energy Tower
450 – 1st Street S.W.
Calgary, Alberta
T2P 5H1

Attention: _____
Fax: _____
Email: _____

(iii) nominations: Attention: _____
Fax: _____
Email: _____

(iv) bills: Attention: _____
Fax: _____
Email: _____

(v) other matters: Attention: _____
Fax: _____
Email: _____

IN THE CASE OF CUSTOMER:

(i) mailing address:

(ii) delivery address:

(iii) nominations:

Attention: _____
Fax: _____
Email: _____

(iv) bills:

Attention: _____
Fax: _____
E-mail: _____

(v) other matters:

Attention: _____
Fax: _____
Email: _____

Notice may be given by fax or other electronic means, as determined by TCPL and posted on TCPL's website, and any such Notice shall be deemed to be given four (4) hours after transmission. Notice may also be given by personal delivery or by courier and any such Notice shall be deemed to be given at the time of delivery. Any Notice may also be given by prepaid mail and any such Notice shall be deemed to be given four (4) days after mailing, Saturdays, Sundays and statutory holidays excepted. In the event regular mail service, courier service, fax or other electronic means shall be interrupted by a cause beyond the control of the parties hereto, then the party sending the Notice shall utilize any service that has not been so interrupted to deliver such Notice, including but not limited to telephone. To be deemed to be Notice, any notice given by telephone shall be followed immediately by personal delivery, courier, prepaid mail, fax or other electronic means, and any Notice so given shall be deemed to be given as of the date and time of the telephone call. Each party shall provide Notice to the other of any change of address for the purposes hereof.

ARTICLE VII – MISCELLANEOUS PROVISIONS

7.1 The FT-SN Toll Schedule, the List of Tolls, and the General Terms and Conditions set out in TCPL's Transportation Tariff as amended or approved from time to time by the CER are all by reference made a part of this Contract and operations hereunder shall, in addition to the terms and conditions of this Contract, be subject to the provisions thereof. TCPL shall notify Customer at any time that TCPL files with the CER revisions to the FT-SN Toll Schedule, the

List of Tolls, and/or the General Terms and Conditions (the "Revisions") and shall provide Customer with a copy of the Revisions.

- 7.2 The headings used throughout this Contract, the FT-SN Toll Schedule, the List of Tolls, and the General Terms and Conditions are inserted for convenience of reference only and are not to be considered or taken into account in construing the terms or provisions thereof nor to be deemed in any way to qualify, modify or explain the effect of any such provisions or terms.
- 7.3 This Contract shall be construed and applied, and be subject to the laws of the Province of Alberta, and, when applicable, the laws of Canada, and shall be subject to the rules, regulations and orders of any regulatory or legislative authority having jurisdiction.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the date first above written.

[Customer]

TransCanada PipeLines Limited

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT "1"

This is EXHIBIT "1" to the FIRM TRANSPORTATION SHORT NOTICE SERVICE CONTRACT made as of the _____ day of _____, 20 __ between TRANSCANADA PIPELINES LIMITED ("TCPL") and _____ ("Customer")

The Delivery Point hereunder is the point of interconnection between the pipeline facilities of TCPL and _____ which is located at:

The Receipt Point hereunder is the point of interconnection between the pipeline facilities of TCPL and _____ which is located at:

DIFFERENT CONTRACT VERSIONS

I For a Firm Transportation Short Notice Service Contract Executed Following Completion of a Precedent Agreement:

Insert A

WHEREAS the parties hereto have heretofore entered into an agreement dated as of the ____ day of _____, 20__, (the "Precedent Agreement") which bound them, subject to the fulfillment or waiver of the conditions precedent therein set forth, to enter into a Contract substantially upon the terms and conditions hereinafter described; and

WHEREAS the conditions precedent of the Precedent Agreement have been satisfied or waived; and

Insert B

1.1 TCPL shall use reasonable efforts to have the additional facilities (and/or obtain such transportation arrangements on other gas transmission systems) as may be required to effect the transportation of the gas hereunder (the "Necessary Capacity") in place by the ____ day of _____, 20__, or as soon as possible thereafter. TCPL's ability to provide service by the ____ day of _____, 20__, will be subject to, inter alia,

- (a) the timing of receipt by Customer and TCPL of the authorizations referred to in the Precedent Agreement which are required prior to the commencement of construction of TCPL's facilities and the timing of the commencement of the services required by TCPL (if any) on Other Pipelines; and
- (b) the lead time required for the acquisition, construction and installation of those facilities required by TCPL.

TCPL shall use reasonable efforts to provide Customer with ten (10) days advance Notice of the anticipated availability of the Necessary Capacity (the "Advance Notice"). TCPL shall give Customer Notice of the actual date of availability of the Necessary Capacity ("TCPL's Notice"), and service hereunder shall not commence prior to the actual date of availability of the Necessary Capacity.

1.2 The date of commencement of service hereunder (the "Date of Commencement") shall be the earlier of:

(a) the date for which Customer first nominates and TCPL authorizes service hereunder;
or

(b) the tenth (10th) day following the day on which Customer received TCPL's Notice;

PROVIDED that Customer shall not be obligated to a Date of Commencement which is earlier than the ____ day of _____, 20__, unless mutually agreed upon by both parties.

II Firm Transportation Short Notice Service Contract Requiring Displacement of a Firm Transportation Short Notice Service Contract:

Insert A

(nothing)

Insert B

1.1 As TCPL does not otherwise have sufficient pipeline capacity on its system to offer this service, another Customer who has (a) long term Firm Transportation Short Notice Service contract(s) for the purpose of delivering gas to the same Delivery Point (the "Other Contract") must agree to reductions in the Contract Demand under the Other Contract equal to the Contract Demand hereunder effective as of the Date of Commencement.

1.2 The date of commencement of service hereunder (the "Date of Commencement") shall be the date for which Customer first nominates, and TCPL authorizes deliveries hereunder, pursuant to the provisions of this Contract.

1.3 Notwithstanding Section 5.1 hereof, if the Date of Commencement has not occurred on or before the ____ day of _____, 20__, then either party may at any time thereafter, provided that service shall not have commenced hereunder, terminate this Contract forthwith by Notice to the other party.

**III Firm Transportation Short Notice Service Contract Not Following a Precedent Agreement
and Not Requiring Displacement of a Firm Transportation Service Contract:**

Insert A

(nothing)

Insert B

- 1.1 The date of commencement of service hereunder (the "Date of Commencement") shall be the ____ day of _____, 20__.

SHORT NOTICE BALANCING SERVICE CONTRACT

THIS SHORT NOTICE BALANCING SERVICE CONTRACT, made as of the ____ day of _____, 20__.

BETWEEN:

TRANSCANADA PIPELINES LIMITED
a Canadian corporation
("TCPL")

OF THE FIRST PART

and

("Customer")

OF THE SECOND PART

WITNESSES THAT:

WHEREAS TCPL owns and operates a natural gas pipeline system extending from a point near the Alberta/Saskatchewan border where TCPL's facilities interconnect with the facilities of NOVA Gas Transmission Ltd. easterly to the Province of Quebec with branch lines extending to various points on the Canada/United States of America International Border; and

WHEREAS Customer has satisfied in full, or TCPL has waived, each of the conditions precedent set out in Subsection 2.1 of TCPL's Short Notice Balancing Toll Schedule referred to in Section 6 hereof (the "SNB Toll Schedule"); and

WHEREAS Customer has requested and TCPL has agreed to receive quantities of gas, that are delivered by Customer or Customer's agent to TCPL to Pack the SNB Account or Draft quantities of gas that are received by Customer or Customer's agent from the SNB Account hereof pursuant to the terms and conditions of this Contract; and

(Insert A)

WHEREAS the quantities of gas delivered hereunder by Customer or Customer's agent to TCPL are to be removed from the province of production of such gas by Customer and/or Customer's suppliers and/or its (their) designated agent(s) pursuant to valid and subsisting permits and/or such other authorizations in respect thereof.

NOW THEREFORE THIS CONTRACT WITNESSES THAT, in consideration of the covenants and agreement herein contained, the parties hereto covenant and agree as follows:

ARTICLE I – COMMENCEMENT OF SERVICE

(Insert B)

ARTICLE II – CONTRACT QUANTITY

- 2.1 Subject to the provisions of this Contract, the SNB Toll Schedule, the List of Tolls, and the General Terms and Conditions referred to in Section 6.1 hereof, TCPL shall provide service hereunder for Customer in respect of a quantity of gas which, from the Date of Commencement until the ____ day of _____, ____, shall not exceed _____ GJ (the "Contract Quantity").

ARTICLE III – TOLLS

- 3.1 Customer shall pay for all service hereunder from the Date of Commencement in accordance with TCPL's SNB Toll Schedule, List of Tolls, and General Terms and Conditions set out in TCPL's Transportation Tariff as the same may be amended or approved from time to time by the Canada Energy Regulator ("CER").

ARTICLE IV – TERM OF CONTRACT

- 4.1 This Contract shall be effective from the date hereof and shall continue until the ____ day of _____, ____.

ARTICLE V – NOTICES

- 5.1 Any notice, request, demand, statement or bill (for the purpose of this paragraph, collectively referred to as "Notice") to or upon the respective parties hereto shall be in writing and shall be directed as follows:

IN THE CASE OF TCPL: TransCanada PipeLines Limited

- (i) mailing address: P.O. Box 1000
Station M
Calgary, Alberta
T2P 4K5
- (ii) delivery address: TC Energy Tower
450 – 1st Street S.W.
Calgary, Alberta
T2P 5H1
- Attention: _____
Fax: _____
Email: _____
- (iii) nominations: Attention: _____
Fax: _____
Email: _____
- (iv) bills: Attention: _____
Fax: _____
Email: _____
- (v) other matters: Attention: _____
Fax: _____
Email: _____

IN THE CASE OF CUSTOMER:

- (i) mailing address: _____

- (ii) delivery address: _____

- (iii) nominations: Attention: _____
Fax: _____
Email: _____
- (iv) bills: Attention: _____
Fax: _____
E-mail: _____
- (v) other matters: Attention: _____
Fax: _____
Email: _____

Notice may be given by fax or other electronic means, as determined by TCPL and posted on TCPL's website, and any such Notice shall be deemed to be given four (4) hours after transmission. Notice may also be given by personal delivery or by courier and any such Notice shall be deemed to be given at the time of delivery. Any Notice may also be given by prepaid mail and any such Notice shall be deemed to be given four (4) days after mailing, Saturdays, Sundays and statutory holidays excepted. In the event regular mail service, courier service, fax or other electronic means shall be interrupted by a cause beyond the control of the parties hereto, then the party sending the Notice shall utilize any service that has not been so interrupted to deliver such Notice, including but not limited to telephone. To be deemed to be Notice, any notice given by telephone shall be followed immediately by personal delivery, courier, prepaid mail, fax or other electronic means, and any Notice so given shall be deemed to be given as of the date and time of the telephone call. Each party shall provide Notice to the other of any change of address for the purposes hereof.

ARTICLE VI – MISCELLANEOUS PROVISIONS

- 6.1 The SNB Toll Schedule, the List of Tolls, and the General Terms and Conditions set out in TCPL's Transportation Tariff as amended or approved from time to time by the CER are all by reference made a part of this Contract and operations hereunder shall, in addition to the terms and conditions of this Contract, be subject to the provisions thereof. TCPL shall notify Customer at any time that TCPL files with the CER revisions to the SNB Toll Schedule, the List of Tolls, and/or the General Terms and Conditions (the "Revisions") and shall provide Customer with a copy of the Revisions.
- 6.2 The headings used throughout this Contract, the SNB Toll Schedule, the List of Tolls, and the General Terms and Conditions are inserted for convenience of reference only and are not to be considered or taken into account in construing the terms or provisions thereof nor to be deemed in any way to qualify, modify or explain the effect of any such provisions or terms.
- 6.3 This Contract shall be construed and applied, and be subject to the laws of the Province of Alberta, and, when applicable, the laws of Canada, and shall be subject to the rules, regulations and orders of any regulatory or legislative authority having jurisdiction.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the date first above written.

[Customer]

TransCanada PipeLines Limited

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT "A"

This is EXHIBIT "A" to the SHORT NOTICE BALANCING SERVICE CONTRACT made as of the _____ day of _____, 20 __ between TRANSCANADA PIPELINES LIMITED ("TCPL") and _____. ("Customer")

This SNB Contract is linked to is the FT-SN Contract dated _____ between TCPL and Customer _____ and identified by the TCPL contract identifier as _____

Such FT-SN Contract has a Contract Demand of _____ GJ/Day

The Delivery Point for such FT-SN Contract is the point of interconnection between the pipeline facilities of TCPL and _____ which is located at:

The Receipt Point for such FT-SN Contract is the point of interconnection between the pipeline facilities of TCPL and _____ which is located at:

DIFFERENT CONTRACT VERSIONS

I For a Short Notice Balancing Service Contract Executed Following Completion of a Precedent Agreement:

Insert A

WHEREAS the parties hereto have heretofore entered into an agreement dated as of the ____ day of _____, 20__, (the "Precedent Agreement") which bound them, subject to the fulfillment or waiver of the conditions precedent therein set forth, to enter into a Contract substantially upon the terms and conditions hereinafter described; and

WHEREAS the conditions precedent of the Precedent Agreement have been satisfied or waived; and

Insert B

1.1 TCPL shall use reasonable efforts to have the additional facilities (and/or obtain such arrangements on other gas transmission systems) as may be required to effect the provision of service hereunder (the "Necessary Capacity") in place by the ____ day of _____, 20__, or as soon as possible thereafter. TCPL's ability to provide service by the ____ day of _____, 20__, will be subject to, inter alia,

- (a) the timing of receipt by Customer and TCPL of the authorizations referred to in the Precedent Agreement which are required prior to the commencement of construction of TCPL's facilities and the timing of the commencement of the services required by TCPL (if any) on Other Pipelines; and
- (b) the lead time required for the acquisition, construction and installation of those facilities required by TCPL.

TCPL shall use reasonable efforts to provide Customer with ten (10) days advance Notice of the anticipated availability of the Necessary Capacity (the "Advance Notice"). TCPL shall give Customer Notice of the actual date of availability of the Necessary Capacity ("TCPL's Notice"), and service hereunder shall not commence prior to the actual date of availability of the Necessary Capacity.

1.2 The date of commencement of service hereunder (the "Date of Commencement") shall be the earlier of:

(a) the date for which Customer first nominates and TCPL authorizes service hereunder;
or

(b) the tenth (10th) day following the day on which Customer received TCPL's Notice;

PROVIDED that Customer shall not be obligated to a Date of Commencement which is earlier than the ____ day of _____, 20__, unless mutually agreed upon by both parties.

II Short Notice Balancing Service Contract Not Following a Precedent Agreement:

Insert A

(nothing)

Insert B

1.1 The date of commencement of service hereunder (the "Date of Commencement") shall be the ____ day of _____, 20__.

SHORT TERM SHORT NOTICE SERVICE CONTRACT

THIS SHORT TERM SHORT NOTICE SERVICE CONTRACT, made as of the ____ day of _____, 20__

BETWEEN:

TRANSCANADA PIPELINES LIMITED
a Canadian corporation ("TCPL")
OF THE FIRST PART

and

_____,

("Customer")
OF THE SECOND PART

WITNESSES THAT:

WHEREAS TCPL owns and operates a natural gas pipeline system extending from a point near the Alberta/Saskatchewan border where TCPL's facilities interconnect with the facilities of NOVA Gas Transmission Ltd. easterly to the Province of Quebec with branch lines extending to various points on the Canada/United States of America International Border; and

WHEREAS Customer has satisfied in full, or TCPL has waived, each of the availability conditions set out in Section 2.1 of TCPL's ST-SN Toll Schedule referred to in Section 8.1 hereof; and

WHEREAS the quantities of gas delivered hereunder by Customer or Customer's agent to TCPL are to be removed from the province or country of production of such gas by Customer and/or Customer's suppliers and/or its (their) designated agent(s) pursuant to valid and subsisting permits, licenses or other such authorizations.

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

ARTICLE I – DEFINITIONS

- 1.1 Capitalized terms used but not defined in this Contract shall have the meaning ascribed to such terms in the ST-SN Toll Schedule and in TCPL's Transportation Tariff, as they may be amended from time to time.

ARTICLE II – GAS TO BE TRANSPORTED

- 2.1 Subject to the provisions of this Contract, the ST-SN Toll Schedule, the List of Tolls, and the General Terms and Conditions referred to in Section 8.1 hereof, TCPL shall provide firm transportation service to Customer for such period of time and in respect of a quantity of gas not in excess of the Maximum Daily Quantity specified in the Addendum to this Contract executed from time to time, which Addendum shall be in the form attached hereto as Exhibit "A".

ARTICLE III – DELIVERY POINT(S) AND RECEIPT POINT(S)

- 3.1 The Delivery Point(s) hereunder are those points specified as such in Exhibit "A" Addendum entered into from time to time by the parties.
- 3.2 The Receipt Point(s) hereunder are those points specified as such in Exhibit "A" Addendum entered into from time to time by the parties.

ARTICLE IV – TOLLS

- 4.1 Customer shall pay for all transportation service hereunder in accordance with TCPL's ST-SN Toll Schedule, List of Tolls, and General Terms and Conditions set out in TCPL's Transportation Tariff, as each may be amended from time to time by the Canada Energy Regulator ("CER"). The toll to be paid by Customer hereunder shall be the ST-SN Price.

ARTICLE V - TERM OF CONTRACT

- 5.1 This Contract shall be effective from the date hereof and shall continue in force unless terminated in accordance with Section 5.2 hereof or the provisions of the General Terms and Conditions set out in TCPL's Transportation Tariff.

- 5.2 In addition to the termination provisions set out in the General Terms and Conditions of TCPL's Transportation Tariff, either party shall have the right to terminate this Contract at any time by giving the other party thirty (30) days prior written notice. Upon expiration of the aforesaid thirty (30) day period, this Contract shall terminate and be of no further force or effect; provided that nothing herein shall relieve either party from any obligations which arose prior to the effective date of such termination, including all obligations under Exhibit "A" Addendum in force on the effective date of such termination.

ARTICLE VI – NOTICES

- 6.1 Any notice, request, demand, statement or bill (for the purpose of this paragraph, collectively referred to as "Notice") to or upon the respective parties hereto shall be in writing and shall be directed as follows:

IN THE CASE OF TCPL: TransCanada PipeLines Limited

(i) mailing address:

P.O. Box 1000
Station M
Calgary, Alberta
T2P 4K5

(ii) delivery address:

TC Energy Tower
450 – 1st Street S.W.
Calgary, Alberta, T2P 5H1

Attention: _____
Fax: _____
Email: _____

(iii) nominations:

Attention: _____
Fax: _____
Email: _____

(iv) bills:

Attention: _____
Fax: _____
Email: _____

(v) other matters:

Attention: _____
Fax: _____
Email: _____

IN THE CASE OF CUSTOMER:

(i) mailing address:	<div></div> <div></div> <div></div>
(ii) delivery address:	<div></div> <div></div>
(iii) nominations:	Attention: <div></div> <div>Fax: <div></div></div> <div>Email: <div></div></div>
(iv) bills:	Attention: <div></div> <div>Fax: <div></div></div> <div>E-mail: <div></div></div>
(v) other matters:	Attention: <div></div> <div>Fax: <div></div></div> <div>Email: <div></div></div>

Notice may be given by fax or other electronic means, as determined by TCPL and posted on TCPL's website, and any such Notice shall be deemed to be given four (4) hours after transmission. Notice may also be given by personal delivery or by courier and any such Notice shall be deemed to be given at the time of delivery. Any Notice may also be given by prepaid mail and any such Notice shall be deemed to be given four (4) days after mailing, Saturdays, Sundays and statutory holidays excepted. In the event regular mail service, courier service, fax or other electronic means shall be interrupted by a cause beyond the control of the parties hereto, then the party sending the Notice shall utilize any service that has not been so interrupted to deliver such Notice, including but not limited to telephone. To be deemed to be Notice, any notice given by telephone shall be followed immediately by personal delivery, courier, prepaid mail, fax or other electronic means, and any Notice so given shall be deemed to be given as of the date and time of the telephone call. Each party shall provide Notice to the other of any change of address for the purposes hereof.

ARTICLE VII - DELIVERY PRESSURE

- 7.1 Customer shall pay for all delivery pressure service hereunder in accordance with the provisions of the ST-SN Toll Schedule, List of Tolls and General Terms and Conditions of TCPL's Transportation Tariff, as each may be amended from time to time.

ARTICLE VIII – MISCELLANEOUS PROVISIONS

- 8.1 The ST-SN Toll Schedule, the List of Tolls, and the General Terms and Conditions set out in TCPL's Transportation Tariff, as each may be amended from time to time by the CER, are all by reference made a part of this Contract and transportation service hereunder shall, in addition to the terms and conditions of this Contract, be subject to the provisions thereof. TCPL shall notify Customer at any time that TCPL files with the CER revisions to the ST-SN Toll Schedule, the List of Tolls, and/or the General Terms and Conditions (the "Revisions") and shall provide Customer with a copy of the Revisions.
- 8.2 The headings used throughout this Contract, the ST-SN Toll Schedule, the List of Tolls and the General Terms and Conditions are inserted for convenience of reference only and are not intended to be considered or taken into account in construing the terms or provisions thereof nor to be deemed in any way to qualify, modify or explain the effect of any such provisions or terms.
- 8.3 This Contract shall be construed and applied, and be subject to the laws of the Province of Alberta, and, where applicable, the laws of Canada, and shall be subject to the rules, regulations and orders of any regulatory or legislative authority having jurisdiction.
- 8.4 This Contract, including the Exhibit "A" Addendum attached hereto, each Exhibit "A" Addendum entered into from time to time by the parties, and all terms, conditions and provisions incorporated herein by reference, constitute the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, representations and understandings, written or oral, pertaining thereto. Except as otherwise provided for herein, no modification, amendment or variation to this Contract shall be effective unless such modification, amendment or variation is in writing and signed by both parties hereto.

IN WITNESS WHEREOF the parties hereto have executed this Contract as of the date written above.

[Customer]

TransCanada PipeLines Limited

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT "A" ADDENDUM

Page ____ of ____

Short Term Short Notice Service Contract Addendum

This Exhibit "A" Addendum, made as of the ____ day of _____, 20____, to the Short Term Short Notice Service Contract made as of the ____ day of _____, 20____, between TransCanada PipeLines Limited ("TCPL") and _____ ("Customer").

System Segment _____

The Delivery Point hereunder is the point of interconnection between the pipeline facilities of TCPL and _____ which is located at or near _____.

The Receipt Point hereunder is the point of interconnection between the pipeline facilities of TCPL and _____ which is located at or near _____.

ST-SN Service Period: _____

Maximum Daily Quantity: _____ GJ Minimum Daily Quantity: _____ GJ

ST-SN Bid Percentage (maximum 2 decimal places): _____.

Customer Contact

Name: _____

Address: _____

Telephone: _____ Fax: _____

Dated this ____ day of _____, 20____.

Customer

TransCanada PipeLines Limited

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

MULTI-YEAR FIXED PRICE TRANSPORTATION SERVICE CONTRACT

THIS MULTI-YEAR FIXED PRICE TRANSPORTATION SERVICE CONTRACT, made as of the
____ day of _____, 20__.

BETWEEN:

TRANSCANADA PIPELINES LIMITED
a Canadian corporation
("TCPL")

OF THE FIRST PART

and

("Customer")

OF THE SECOND PART

WITNESSES THAT:

WHEREAS TCPL owns and operates a natural gas pipeline system extending from a point near the Alberta/Saskatchewan border where TCPL's facilities interconnect with the facilities of NOVA Gas Transmission Ltd. easterly to the Province of Quebec with branch lines extending to various points on the Canada/United States of America International Border; and

WHEREAS Customer has satisfied in full, or TCPL has waived, each of the conditions precedent set out in Subsections 2.1 (b) and (c) of TCPL's Multi-Year Fixed Price Transportation Service Toll Schedule referred to in Section 7.1 hereof (the "MFP Toll Schedule"); and

WHEREAS Customer has requested and TCPL has agreed to transport quantities of gas, that are delivered by Customer or Customer's agent to TCPL at the Receipt Point(s) referred to in Section 3.2 hereof (the "Receipt Point(s)"), to the Delivery Point(s) referred to in Section 3.1 hereof (the "Delivery Point(s)") pursuant to the terms and conditions of this Contract; and

(Insert A)

WHEREAS the quantities of gas delivered hereunder by Customer or Customer's agent to TCPL are to be removed from the province of production of such gas by Customer and/or Customer's suppliers and/or its (their) designated agent(s) pursuant to valid and subsisting permits and/or such other authorizations in respect thereof.

NOW THEREFORE THIS CONTRACT WITNESSES THAT, in consideration of the covenants and agreement herein contained, the parties hereto covenant and agree as follows:

ARTICLE I – COMMENCEMENT OF SERVICE

1.1 The date of commencement of service hereunder (the "Date of Commencement") shall be the ____ day of _____, 20____

ARTICLE II – GAS TO BE TRANSPORTED

2.1 Subject to the provisions of this Contract, the MFP Toll Schedule, the List of Tolls, and the General Terms and Conditions referred to in Section 7.1 hereof, TCPL shall provide transportation service hereunder for Customer in respect of a quantity of gas which, in any one day from the Date of Commencement until the ____ day of _____, ____, shall not exceed _____ GJ (the "Contract Demand").

ARTICLE III – DELIVERY POINT(S) AND RECEIPT POINT(S)

3.1 The Delivery Point(s) hereunder are those points specified as such in Exhibit "1" which is attached hereto and made a part hereof.

3.2 The Receipt Point(s) hereunder are those points specified as such in Exhibit "1" hereof.

ARTICLE IV – TOLLS

4.1 Customer shall pay for all transportation service hereunder from the Date of Commencement in accordance with TCPL's MFP Toll Schedule, List of Tolls, and General Terms and Conditions set out in TCPL's Transportation Tariff as the same may be amended or approved from time to time by the Canada Energy Regulator ("CER").

(Insert C)

ARTICLE V - TERM OF CONTRACT

5.1 This Contract shall be effective from the Date of Commencement hereof and shall continue until the ____ day of _____, ____ (the "MFP End Date").

ARTICLE VI – NOTICES

6.1 Any notice, request, demand, statement or bill (for the purpose of this paragraph, collectively referred to as "Notice") to or upon the respective parties hereto shall be in writing and shall be directed as follows:

IN THE CASE OF TCPL: TransCanada PipeLines Limited

(i) mailing address: P.O. Box 1000
Station M
Calgary, Alberta
T2P 4K5

(ii) delivery address: TC Energy Tower
450 – 1st Street S.W.
Calgary, Alberta
T2P 5H1

Attention: _____
Fax: _____
Email: _____

(iii) nominations: Attention: _____
Fax: _____
Email: _____

(iv) bills: Attention: _____
Fax: _____
Email: _____

(v) other matters: Attention: _____
Fax: _____
Email: _____

IN THE CASE OF CUSTOMER:

(i) mailing address:

(ii) delivery address:

(iii) nominations:

Attention:

Fax:

Email:

(iv) bills:

Attention:

Fax:

E-mail:

(v) other matters:

Attention:

Fax:

Email:

Notice may be given by fax or other electronic means, as determined by TCPL and posted on TCPL's website, and any such Notice shall be deemed to be given four (4) hours after transmission. Notice may also be given by personal delivery or by courier and any such Notice shall be deemed to be given at the time of delivery. Any Notice may also be given by prepaid mail and any such Notice shall be deemed to be given four (4) days after mailing, Saturdays, Sundays and statutory holidays excepted. In the event regular mail service, courier service, fax or other electronic means shall be interrupted by a cause beyond the control of the parties hereto, then the party sending the Notice shall utilize any service that has not been so interrupted to deliver such Notice, including but not limited to telephone. To be deemed to be Notice, any notice given by telephone shall be followed immediately by personal delivery, courier, prepaid mail, fax or other electronic means, and any Notice so given shall be deemed to be given as of the date and time of the telephone call. Each party shall provide Notice to the other of any change of address for the purposes hereof.

ARTICLE VII – MISCELLANEOUS PROVISIONS

7.1 The MFP Toll Schedule, the List of Tolls, and the General Terms and Conditions set out in TCPL's Transportation Tariff as amended or approved from time to time by the CER are all by reference made a part of this Contract and operations hereunder shall, in addition to the terms and conditions of this Contract, be subject to the provisions thereof. TCPL shall notify

Customer at any time that TCPL files with the CER revisions to the MFP Toll Schedule, the List of Tolls, and/or the General Terms and Conditions (the "Revisions") and shall provide Customer with a copy of the Revisions.

- 7.2 The headings used throughout this Contract, the MFP Toll Schedule, the List of Tolls, and the General Terms and Conditions are inserted for convenience of reference only and are not to be considered or taken into account in construing the terms or provisions thereof nor to be deemed in any way to qualify, modify or explain the effect of any such provisions or terms.
- 7.3 This Contract shall be construed and applied, and be subject to the laws of the Province of Alberta, and, when applicable, the laws of Canada, and shall be subject to the rules, regulations and orders of any regulatory or legislative authority having jurisdiction.

(Insert D)

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the date first above written.

[Customer]

TransCanada PipeLines Limited

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT "1"

This is EXHIBIT "1" to the MULTI-YEAR FIXED PRICE TRANSPORTATION SERVICE CONTRACT made as of the _____ day of _____, 20__ between TRANSCANADA PIPELINES LIMITED ("TCPL") and _____ ("Customer").

The Delivery Point hereunder is the point of interconnection between the pipeline facilities of TCPL and _____ which is located at:

The Receipt Point hereunder is the point of interconnection between the pipeline facilities of TCPL and _____ which is located at:

DIFFERENT CONTRACT VERSIONS

ARTICLE VIII – DELIVERY PRESSURE

(a) Emerson I (Viking) Delivery Point

Insert D

8.1 TCPL shall increase the line pressure of the gas it delivers to Customer at the Delivery Point to the pressure necessary for Customer to have Viking Gas Transmission Company accept receipt of such gas from Customer for transportation from the Delivery Point, provided that, from the Date of Commencement until the termination of this Contract, TCPL shall not be obligated to provide a pressure greater than 5 170 kPa (g).

(b) Emerson II (Great Lakes) Delivery Point

Insert D

ARTICLE VIII – DELIVERY PRESSURE

8.1 TCPL shall increase the line pressure of the gas it delivers to Customer at the Delivery Point to the pressure necessary for Customer to have Great Lakes Gas Transmission Limited Partnership accept receipt of such gas from Customer for transportation from the Delivery Point, provided that, from the Date of Commencement until the termination of this Contract, TCPL shall not be obligated to provide a pressure greater than 5 460 kPa (g).

(c) Dawn Delivery Point

Insert D

ARTICLE VIII – DELIVERY PRESSURE

8.1 TCPL shall increase the line pressure of the gas it delivers to Customer at the Delivery Point to a pressure of not less than 4 850 kPa (g).

(d) Niagara Falls Delivery Point

Insert D

ARTICLE VIII – DELIVERY PRESSURE

- 8.1 TCPL shall increase the line pressure of the gas it delivers to Customer at the Delivery Point to a pressure of not less than 4 830 kPa (g).

(e) Iroquois Delivery Point

Insert D

ARTICLE VIII – DELIVERY PRESSURE

- 8.1 TCPL shall increase the line pressure of the gas it delivers to Customer at the Delivery Point to the pressure necessary for Customer to have Iroquois Gas Transmission System, L.P. accept receipt of such gas from Customer for transportation from the Delivery Point, provided that, from the Date of Commencement until the termination of this Contract, such pressure is not greater than 9 895 kPa (g).

(f) Chippawa Delivery Point

Insert D

ARTICLE VIII – DELIVERY PRESSURE

- 8.1 TCPL shall increase the line pressure of the gas it delivers to Customer at the Chippawa Delivery Point to the pressure necessary for Customer to have Empire State Pipeline accept receipt of such gas from Customer for transportation from the Chippawa Delivery Point, provided that such pressure is not greater than 8 450 kPa (g).

(g) East Hereford Delivery Point

Insert D

ARTICLE VIII – DELIVERY PRESSURE

- 8.1 TCPL shall increase the line pressure of the gas it delivers to Customer at the East Hereford Delivery Point to the pressure necessary for Customer to have Portland Natural Gas Transmission System accept receipt of such gas from Customer for transportation from the East Hereford Delivery Point, provided that such pressure is not greater than 8 650 kPa (g).

ENHANCED MARKET BALANCING SERVICE CONTRACT

THIS ENHANCED MARKET BALANCING SERVICE CONTRACT, made as of the ____ day of _____, 20__.

BETWEEN:

TRANSCANADA PIPELINES LIMITED
a Canadian corporation
("TCPL")

OF THE FIRST PART

and

("Customer")

OF THE SECOND PART

WITNESSES THAT:

WHEREAS TCPL owns and operates a natural gas pipeline system extending from a point near the Alberta/Saskatchewan border where TCPL's facilities interconnect with the facilities of NOVA Gas Transmission Ltd. easterly to the Province of Quebec with branch lines extending to various points on the Canada/United States of America International Border; and

WHEREAS Customer has satisfied in full, or TCPL has waived, each of the conditions precedent set out in Subsections 1.1 (b) and (c) of TCPL's Enhanced Market Balancing Service Toll Schedule referred to in Section 7.1 hereof (the "EMB Toll Schedule"); and

WHEREAS Customer has requested and TCPL has agreed to transport quantities of gas, that are delivered by Customer or Customer's agent to TCPL at the Receipt Point(s) referred to in Section 3.2 hereof (the "Receipt Point(s)"), to the Delivery Point(s) referred to in Section 3.1 hereof (the "Delivery Point(s)") pursuant to the terms and conditions of this Contract; and

(Insert A)

WHEREAS the quantities of gas delivered hereunder by Customer or Customer's agent to TCPL are to be removed from the province of production of such gas by Customer and/or Customer's suppliers and/or its (their) designated agent(s) pursuant to valid and subsisting permits and/or such other authorizations in respect thereof.

NOW THEREFORE THIS CONTRACT WITNESSES THAT, in consideration of the covenants and agreement herein contained, the parties hereto covenant and agree as follows:

ARTICLE I – COMMENCEMENT OF SERVICE

(Insert B)

ARTICLE II – GAS TO BE TRANSPORTED

2.1 Subject to the provisions of this Contract, the EMB Toll Schedule, the List of Tolls, and the General Terms and Conditions referred to in Section 7.1 hereof, TCPL shall provide transportation service hereunder for Customer in respect of a quantity of gas which, in any one day from the Date of Commencement until the ____ day of _____, ____, shall not exceed _____ GJ (the "Contract Demand").

ARTICLE III – DELIVERY POINT(S) AND RECEIPT POINT(S)

3.1 The Delivery Point(s) hereunder are those points specified as such in Exhibit "1" which is attached hereto and made a part hereof.

3.2 The Receipt Point(s) hereunder are those points specified as such in Exhibit "1" hereof.

ARTICLE IV – TOLLS

4.1 Customer shall pay for all transportation service hereunder from the Date of Commencement in accordance with TCPL's EMB Toll Schedule, List of Tolls, and General Terms and Conditions set out in TCPL's Transportation Tariff as the same may be amended or approved from time to time by the Canada Energy Regulator ("CER").

(Insert C)

ARTICLE V – TERM OF CONTRACT

5.1 This Contract shall be effective from the date hereof and shall continue until the ____ day of _____, ____.

ARTICLE VI – NOTICES

6.1 Any notice, request, demand, statement or bill (for the purpose of this paragraph, collectively referred to as "Notice") to or upon the respective parties hereto shall be in writing and shall be directed as follows:

IN THE CASE OF TCPL: TransCanada PipeLines Limited

(i) mailing address:	P.O. Box 1000 Station M Calgary, Alberta T2P 4K5
(ii) delivery address:	TC Energy Tower 450 – 1 st Street S.W. Calgary, Alberta T2P 5H1
	Attention: _____
	Fax: _____
(iii) nominations:	Attention: _____
	Fax: _____
(iv) bills:	Attention: _____
	Fax: _____
(v) other matters:	Attention: _____
	Fax: _____

IN THE CASE OF CUSTOMER:

(i) mailing address:	_____

(ii) delivery address:	_____

(iii) nominations:	Attention:	_____
	Fax:	_____
(iv) bills:	Attention:	_____
	Fax:	_____
	E-mail:	_____
(v) other matters:	Attention:	_____
	Fax:	_____

Notice may be given by fax or other electronic means, as determined by TCPL and posted on TCPL's website, and any such Notice shall be deemed to be given four (4) hours after transmission. Notice may also be given by personal delivery or by courier and any such Notice shall be deemed to be given at the time of delivery. Any Notice may also be given by prepaid mail and any such Notice shall be deemed to be given four (4) days after mailing, Saturdays, Sundays and statutory holidays excepted. In the event regular mail service, courier service, fax or other electronic means shall be interrupted by a cause beyond the control of the parties hereto, then the party sending the Notice shall utilize any service that has not been so interrupted to deliver such Notice, including but not limited to telephone. To be deemed to be Notice, any notice given by telephone shall be followed immediately by personal delivery, courier, prepaid mail, fax or other electronic means, and any Notice so given shall be deemed to be given as of the date and time of the telephone call. Each party shall provide Notice to the other of any change of address for the purposes hereof.

ARTICLE VII – MISCELLANEOUS PROVISIONS

7.1 The EMB Toll Schedule, the List of Tolls, and the General Terms and Conditions set out in TCPL's Transportation Tariff as amended or approved from time to time by the CER are all by reference made a part of this Contract and operations hereunder shall, in addition to the terms and conditions of this Contract, be subject to the provisions thereof. TCPL shall notify Customer at any time that TCPL files with the CER revisions to the EMB Toll Schedule, the List of Tolls, and/or the General Terms and Conditions (the "Revisions") and shall provide Customer with a copy of the Revisions.

- 7.2 The headings used throughout this Contract, the EMB Toll Schedule, the List of Tolls, and the General Terms and Conditions are inserted for convenience of reference only and are not to be considered or taken into account in construing the terms or provisions thereof nor to be deemed in any way to qualify, modify or explain the effect of any such provisions or terms.
- 7.3 This Contract shall be construed and applied, and be subject to the laws of the Province of Alberta, and, when applicable, the laws of Canada, and shall be subject to the rules, regulations and orders of any regulatory or legislative authority having jurisdiction.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the date first above written.

[Customer]

TransCanada PipeLines Limited

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT "1"

This is EXHIBIT "1" to the ENHANCED MARKET BALANCING SERVICE CONTRACT made as of the _____ day of _____, 20 __ between TRANSCANADA PIPELINES LIMITED ("TCPL") and _____ ("Customer").

The Delivery Point hereunder is the point of interconnection between the pipeline facilities of TCPL and _____ which is located at:

The Receipt Point hereunder is the point of interconnection between the pipeline facilities of TCPL and _____ which is located at:

DIFFERENT CONTRACT VERSIONS

I For an Enhanced Market Balancing Service Contract Executed Following Completion of a Precedent Agreement:

Insert A

WHEREAS the parties hereto have heretofore entered into an agreement dated as of the ____ day of _____, 20__, (the "Precedent Agreement") which bound them, subject to the fulfillment or waiver of the conditions precedent therein set forth, to enter into a Contract substantially upon the terms and conditions hereinafter described; and

WHEREAS the conditions precedent of the Precedent Agreement have been satisfied or waived; and

Insert B

1.1 TCPL shall use reasonable efforts to have the additional facilities (and/or obtain such transportation arrangements on other gas transmission systems) as may be required to effect the transportation of the gas hereunder (the "Necessary Capacity") in place by the ____ day of _____, 20__, or as soon as possible thereafter. TCPL's ability to provide service by the ____ day of _____, 20__, will be subject to, inter alia:

- (a) the timing of receipt by Customer and TCPL of the authorizations referred to in the Precedent Agreement which are required prior to the commencement of construction of TCPL's facilities and the timing of the commencement of the services required by TCPL (if any) on Other Pipelines; and
- (b) the lead time required for the acquisition, construction and installation of those facilities required by TCPL.

TCPL shall use reasonable efforts to provide Customer with ten (10) days advance Notice of the anticipated availability of the Necessary Capacity (the "Advance Notice"). TCPL shall give Customer Notice of the actual date of availability of the Necessary Capacity ("TCPL's Notice"), and service hereunder shall not commence prior to the actual date of availability of the Necessary Capacity.

1.2 The date of commencement of service hereunder (the "Date of Commencement") shall be the earlier of:

(a) the date for which Customer first nominates and TCPL authorizes service hereunder;
or

(b) the tenth (10th) day following the day on which Customer received TCPL's Notice;

PROVIDED that Customer shall not be obligated to a Date of Commencement which is earlier than the ____ day of _____, 20__, unless mutually agreed upon by both parties.

II Enhanced Market Balancing Service Contract Not Following a Precedent Agreement and Not Requiring Displacement of an Enhanced Market Balancing Service Contract:

Insert A

(nothing)

Insert B

1.1 The date of commencement of service hereunder (the "Date of Commencement") shall be the ____ day of _____, 20__.

III Contracts with Union SWDA or Enbridge SWDA as Delivery Points

Insert C

4.2 If TCPL is required to increase the delivery pressure at any Delivery Point where a delivery pressure toll is applicable, Customer shall pay for all delivery pressure service hereunder from the Date of Commencement in accordance with TCPL's EMB Toll Schedule, List of Tolls and General Terms and Conditions set out in TCPL's Transportation Tariff as the same may be amended or approved from time to time by the CER.

DAWN LONG TERM FIXED PRICE TRANSPORTATION SERVICE CONTRACT
("Dawn LTFP Contract")

THIS DAWN LTFP CONTRACT, made as of the ____ day of _____, 20__.

BETWEEN:

TRANSCANADA PIPELINES LIMITED
a Canadian corporation
("TCPL")

OF THE FIRST PART

and

("Customer")

OF THE SECOND PART

WITNESSES THAT:

WHEREAS TCPL owns and operates a natural gas pipeline system extending from a point near the Alberta/Saskatchewan border where TCPL's facilities interconnect with the facilities of NOVA Gas Transmission Ltd. easterly to the Province of Quebec with branch lines extending to various points on the Canada/United States of America International Border; and

WHEREAS Customer has satisfied in full, or TCPL has waived the condition precedent set out in Subsection 2.1 (b) of TCPL's Dawn Long Term Fixed Price Toll Schedule referred to in Section 8.1 hereof (the "Dawn LTFP Toll Schedule"); and

WHEREAS Customer has requested and TCPL has agreed to transport quantities of gas, that are delivered by Customer or Customer's agent to TCPL at the Receipt Point referred to in Section 5.1 hereof (the "Receipt Point"), to the Delivery Point referred to in Section 5.2 hereof (the "Delivery Point") pursuant to the terms and conditions of this Dawn LTFP Contract; and

WHEREAS the quantities of gas delivered hereunder by Customer or Customer's agent to TCPL are to be removed from the province of production of such gas by Customer and/or

Customer's suppliers and/or its (their) designated agent(s) pursuant to valid and subsisting permits and/or such other authorizations in respect thereof.

NOW THEREFORE THIS DAWN LTFP CONTRACT WITNESSES THAT, in consideration of the covenants and agreement herein contained, the parties hereto covenant and agree as follows:

ARTICLE I – CONDITIONS PRECEDENT

- 1.1 TCPL's obligations under this Dawn LTFP Contract and the commencement of transportation service hereunder are subject to the fulfillment of the following conditions precedent, which are for the sole benefit of TCPL and may be waived by TCPL at any time:
- (a) TCPL Board of Directors approval of the transportation service hereunder;
 - (b) receipt of all regulatory approvals TCPL determines are necessary to implement the transportation service hereunder on terms and conditions acceptable to TCPL in its sole discretion;
 - (c) TCPL obtaining transportation service on other pipeline systems that it determines necessary to provide the transportation service hereunder on terms and conditions acceptable to TCPL in its sole discretion; and
 - (d) TCPL determines in its sole discretion that the aggregate contract demand for the transportation service hereunder is acceptable.
- 1.2 Within ninety (90) days following the receipt of the Canada Energy Regulator ("CER") decision regarding the application for approval of the transportation service hereunder, TCPL shall provide notice to the Customer that: a) the conditions precedent in Section 1.1 have been satisfied or waived; or b) the conditions precedent in Section 1.1 cannot be satisfied or waived and the Dawn LTFP Contract is terminated.

ARTICLE II – COMMENCEMENT OF SERVICE

(Insert A)

ARTICLE III – TERM OF CONTRACT

- 3.1 Subject to Section 3.2, this Dawn LTFP Contract shall end on the last day of the month that is 120 consecutive months following the Date of Commencement (the "Dawn LTFP End Date").

- 3.2 If Customer elects to reduce the term of this Dawn LTFP Contract pursuant to Section 9 of the Dawn LTFP Toll Schedule for all or a portion of the Contract Demand as defined in Section 4.1 hereof, TCPL shall provide Customer with an executed Exhibit "A" Addendum to this Dawn LTFP Contract setting out an amended Dawn LTFP End Date for the portion of the Contract Demand subject to such term reduction.

ARTICLE IV – GAS TO BE TRANSPORTED

- 4.1 Subject to the provisions of this Dawn LTFP Contract, the Dawn LTFP Toll Schedule, the List of Tolls, and the General Terms and Conditions referred to in Section 8.1 hereof, TCPL shall provide transportation service hereunder for Customer in respect of a quantity of gas which, in any one day from the Date of Commencement until the Dawn LTFP End Date, shall not exceed _____ GJ (the "Contract Demand").

ARTICLE V – DELIVERY POINT AND RECEIPT POINT

- 5.1 The Receipt Point hereunder is the point of interconnection between the pipeline facilities of TCPL and NOVA Gas Transmission Ltd. which is located at Empress.
- 5.2 The Delivery Point hereunder is the point of interconnection between the pipeline facilities of Great Lakes Pipeline Canada Ltd. and Enbridge Gas Inc. which is located at the Union SWDA.

ARTICLE VI – TOLLS

- 6.1 Customer shall pay for all transportation service hereunder from the Date of Commencement in accordance with TCPL's Dawn LTFP Toll Schedule, List of Tolls, and General Terms and Conditions set out in TCPL's Transportation Tariff as the same may be amended or approved from time to time by the CER.
- 6.2 Customer shall pay the applicable Monthly Demand Toll for Dawn LTFP Service as specified in the List of Tolls.
- 6.3 If Customer elects to reduce the term of this Dawn LTFP Contract pursuant to Section 9.1 of the Dawn LTFP Toll Schedule for all or a portion of the Contract Demand, the Monthly Demand Toll specified in Section 6.2 will cease to apply in the last twenty-four (24) months to the portion of the Contract Demand subject to such term reduction, and Customer shall

pay the applicable Monthly Demand Toll applicable for such term reduction as specified in the List of Tolls.

ARTICLE VII – NOTICES

7.1 Any notice, request, demand, statement or bill (for the purpose of this paragraph, collectively referred to as "Notice") to or upon the respective parties hereto shall be in writing and shall be directed as follows:

IN THE CASE OF TCPL: TransCanada PipeLines Limited

- | | |
|------------------------|-------------------------------------------------------------------------------------|
| (i) mailing address: | P.O. Box 1000
Station M
Calgary, Alberta
T2P 4K5 |
| (ii) delivery address: | TC Energy Tower
450 – 1 st Street S.W.
Calgary, Alberta
T2P 5H1 |
| | Attention: _____
Fax: _____
Email: _____ |
| (iii) nominations: | Attention: _____
Fax: _____
Email: _____ |
| (iv) bills: | Attention: _____
Fax: _____
Email: _____ |
| (v) other matters: | Attention: _____
Fax: _____
Email: _____ |

IN THE CASE OF CUSTOMER:

- | | |
|----------------------|-------------------------|
| (i) mailing address: | _____

_____ |
|----------------------|-------------------------|

(ii) delivery address: _____

(iii) nominations: Attention: _____
 Fax: _____
 Email: _____

(iv) bills: Attention: _____
 Fax: _____
 E-mail: _____

(v) other matters: Attention: _____
 Fax: _____
 Email: _____

Notice may be given by fax or other electronic means, as determined by TCPL and posted on TCPL's website, and any such Notice shall be deemed to be given four (4) hours after transmission. Notice may also be given by personal delivery or by courier and any such Notice shall be deemed to be given at the time of delivery. Any Notice may also be given by prepaid mail and any such Notice shall be deemed to be given four (4) days after mailing, Saturdays, Sundays and statutory holidays excepted. In the event regular mail service, courier service, fax or other electronic means shall be interrupted by a cause beyond the control of the parties hereto, then the party sending the Notice shall utilize any service that has not been so interrupted to deliver such Notice, including but not limited to telephone. To be deemed to be Notice, any notice given by telephone shall be followed immediately by personal delivery, courier, prepaid mail, fax or other electronic means, and any Notice so given shall be deemed to be given as of the date and time of the telephone call. Each party shall provide Notice to the other of any change of address for the purposes hereof.

ARTICLE VIII – MISCELLANEOUS PROVISIONS

8.1 The Dawn LTFP Toll Schedule, the List of Tolls, and the General Terms and Conditions set out in TCPL's Transportation Tariff as amended or approved from time to time by the CER are all by reference made a part of this Dawn LTFP Contract and operations hereunder shall, in addition to the terms and conditions of this Dawn LTFP Contract, be subject to the provisions thereof. TCPL shall notify Customer at any time that TCPL files with the CER revisions to the Dawn LTFP Toll Schedule, the List of Tolls, and/or the General Terms and Conditions (the "Revisions") and shall provide Customer with a copy of the Revisions.

8.2 The headings used throughout this Dawn LTFP Contract, the Dawn LTFP Toll Schedule, the List of Tolls, and the General Terms and Conditions are inserted for convenience of reference only and are not to be considered or taken into account in construing the terms or provisions thereof nor to be deemed in any way to qualify, modify or explain the effect of any such provisions or terms.

8.3 This Dawn LTFP Contract shall be construed and applied, and be subject to the laws of the Province of Alberta, and, when applicable, the laws of Canada, and shall be subject to the rules, regulations and orders of any regulatory or legislative authority having jurisdiction.

ARTICLE IX - DELIVERY PRESSURE

9.1 TCPL shall increase the line pressure of the gas it delivers to Customer at the Delivery Point to a pressure of not less than 4 850 kPa (g).

IN WITNESS WHEREOF, the parties hereto have executed this Dawn LTFP Contract as of the date first above written.

[Customer]

TransCanada PipeLines Limited

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

DIFFERENT CONTRACT VERSIONS

Insert A

I For a Dawn LTFP Contract without a Meter Station Condition

- 2.1 Subject to Sections 1.1 and 1.2, the date of commencement of transportation service hereunder shall be the first day of _____, 20__ or on a later date specified by TCPL in a notice (the "Date of Commencement").

II For a Dawn LTFP Contract with a Meter Station Condition

- 2.1 Subject to Sections 1.1, 1.2 and 2.2, the date of commencement of transportation service hereunder shall be the first day of _____, 20__ or on a later date specified by TCPL in a notice (the "Date of Commencement").
- 2.2 The Date of Commencement is conditional upon Customer's NOVA Gas Transmission Ltd. new Firm Transportation – Receipt service at _____ meter station ("Meter Station") being declared billable by NOVA Gas Transmission Ltd. ("Meter Station Condition"). In the event the Meter Station Condition is not met within 12 months following the first day of _____, 20__, TCPL may provide notice to Customer indicating the Customer must waive the Meter Station Condition or this Dawn LTFP Contract will terminate.

EXHIBIT "A" ADDENDUM
Dawn Long Term Fixed Price Transportation Service Contract Addendum

This Exhibit "A" Addendum, made as of the _____ day of _____, 20____, to the Dawn Long Term Fixed Price Transportation Service Contract made as of the _____ day of _____, between TransCanada PipeLines Limited ("TCPL") and _____ ("Customer"), and identified in TCPL's records as Contract # _____.

Dawn LTFP Contract Start: _____

Dawn LTFP Contract Demand: _____

Customer elects to reduce the term of this Dawn LTFP Contract pursuant to Section 9 of the Dawn LTFP Toll Schedule as follows:

(a) ¹	(b) ²	(c)	(d) ¹	(e) ¹	(f) ¹
Election Deadline	Portion of Contract Demand Subject to Reduced Term (GJ/Day)	Term Reduced by	First Day of Applicability of Higher Demand Toll for Portion of Contract Demand Subject to Reduced Term	Dawn LTFP End Date for Portion of Contract Demand Subject to Reduced Term	Reduced Contract Demand Effective on First Day following Date Shown in (e) (GJ/Day)
		60 months			
		48 months			
		36 months			
		24 months			
		12 months			

1 – to be completed by TCPL

2 – to be completed by Customer

Dated this _____ day of _____, 20____.

Customer

TransCanada PipeLines Limited

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

NORTH BAY JUNCTION LONG TERM FIXED PRICE TRANSPORTATION SERVICE CONTRACT
("NBJ LTFP Contract")

THIS NBJ LTFP CONTRACT, made as of the ____ day of _____, 20__.

BETWEEN:

TRANSCANADA PIPELINES LIMITED
a Canadian corporation
("TCPL")

OF THE FIRST PART

and

("Customer")

OF THE SECOND PART

WITNESSES THAT:

WHEREAS TCPL owns and operates a natural gas pipeline system extending from a point near the Alberta/Saskatchewan border where TCPL's facilities interconnect with the facilities of NOVA Gas Transmission Ltd. easterly to the Province of Quebec with branch lines extending to various points on the Canada/United States of America International Border; and

WHEREAS Customer has satisfied in full, or TCPL has waived the condition precedent set out in Section 2.1 (b) of TCPL's North Bay Junction Long Term Fixed Price Toll Schedule referred to in Section 7.1 hereof (the "NBJ LTFP Toll Schedule"); and

WHEREAS Customer has requested and TCPL has agreed to transport quantities of gas, that are delivered by Customer or Customer's agent to TCPL at the Receipt Point referred to in Section 4.1 hereof (the "Receipt Point"), to the Delivery Point referred to in Section 4.2 hereof (the "Delivery Point") pursuant to the terms and conditions of this NBJ LTFP Contract; and

WHEREAS Customer has entered into the precedent agreement identified in Exhibit "1" containing conditions precedent that are required to be satisfied or waived prior to the

commencement of NBJ LTFP Service and the Firm Transportation service associated with this NBJ LTFP Contract ("NBJ LTFP Precedent Agreement"); and

WHEREAS Customer has entered into the precedent agreement identified in Exhibit "2" regarding the construction of new facilities ("Precedent Agreement") committing Customer to enter a Firm Transportation service agreement ("FT Contract"); and

WHEREAS this NBJ LTFP Contract is to provide Customer with interim service until the facilities required for the FT Contract are in-service and a new NBJ LTFP Contract and the FT Contract commence; and

WHEREAS the quantities of gas delivered hereunder by Customer or Customer's agent to TCPL are to be removed from the province of production of such gas by Customer and/or Customer's suppliers and/or its (their) designated agent(s) pursuant to valid and subsisting permits and/or such other authorizations in respect thereof.

NOW THEREFORE THIS NBJ LTFP CONTRACT WITNESSES THAT, in consideration of the covenants and agreement herein contained, the parties hereto covenant and agree as follows:

ARTICLE I – COMMENCEMENT OF SERVICE

- 1.1 Commencement of service hereunder is subject to the satisfaction or waiver of all conditions precedent in accordance with the NBJ LTFP Precedent Agreement.
- 1.2 The date of commencement of service hereunder shall be the later of ___ day of _____, 20__ or the first calendar day of the month following the satisfaction and waiver all conditions precedent in accordance with the NBJ LTFP Precedent Agreement, unless otherwise agreed to in writing by the Parties (the "Date of Commencement").
- 1.3 In the event any of the conditions precedent are not satisfied or waived in accordance with the NBJ LTFP Precedent Agreement, this NBJ LTFP Contract will terminate.

ARTICLE II – TERM OF CONTRACT

- 2.1 If service commences, this NBJ LTFP Contract shall end on the later of (the "NBJ LTFP End Date"):

- (a) the last day of the month in which the Precedent Agreement is terminated or a later date agreed to in writing by the Parties; or
- (b) the day prior to the date service under the FT Contract commences; or
- (c) in the event the facilities required for the FT Contract are delayed past October 31, 2022, the date TCPL determines it no longer has capacity under commercial arrangements or otherwise necessary to provide the Firm Transportation service associated with this NBJ Contract.

2.2 In the event of termination pursuant to Section 2.1(c), TCPL will provide at least thirty (30) days Notice of termination.

ARTICLE III – GAS TO BE TRANSPORTED

3.1 Subject to the provisions of this NBJ LTFP Contract, the NBJ LTFP Toll Schedule, the List of Tolls, and the General Terms and Conditions referred to in Section 7.1 hereof, TCPL shall provide transportation service hereunder for Customer in respect of a quantity of gas which, in any one day from the Date of Commencement until the NBJ LTFP End Date, shall not exceed _____ GJ (the "Contract Demand").

ARTICLE IV – DELIVERY POINT AND RECEIPT POINT

4.1 The Receipt Point hereunder is the point of interconnection between the pipeline facilities of TCPL and NOVA Gas Transmission Ltd. which is located at Empress.

4.2 The Delivery Point hereunder is located at North Bay Junction.

ARTICLE V – TOLLS

5.1 Customer shall pay for all transportation service hereunder from the Date of Commencement in accordance with TCPL's NBJ LTFP Toll Schedule, List of Tolls, and General Terms and Conditions set out in TCPL's Transportation Tariff as the same may be amended or approved from time to time by the CER.

ARTICLE VI – NOTICES

6.1 Any notice, request, demand, statement or bill (for the purpose of this paragraph, collectively referred to as "Notice") to or upon the respective parties hereto shall be in writing and shall be directed as follows:

IN THE CASE OF TCPL: TransCanada PipeLines Limited

(i) mailing address: P.O. Box 1000
Station M
Calgary, Alberta
T2P 4K5

(ii) delivery address: TC Energy Tower
450 – 1st Street S.W.
Calgary, Alberta
T2P 5H1

Attention: _____
Fax: _____
E-mail: _____

(iii) nominations: Attention: _____
Fax: _____
E-mail: _____

(iv) bills: Attention: _____
Fax: _____
E-mail: _____

(v) other matters: Attention: _____
Fax: _____
E-mail: _____

IN THE CASE OF CUSTOMER:

(i) mailing address: _____

(ii) delivery address: _____

(iii) nominations: Attention: _____
Fax: _____
E-mail: _____

(iv) bills: Attention: _____
 Fax: _____
 E-mail: _____

(v) other matters: Attention: _____
 Fax: _____
 E-mail: _____

Notice may be given by fax or other electronic means, as determined by TCPL and posted on TCPL's website, and any such Notice shall be deemed to be given four (4) hours after transmission. Notice may also be given by personal delivery or by courier and any such Notice shall be deemed to be given at the time of delivery. Any Notice may also be given by prepaid mail and any such Notice shall be deemed to be given four (4) days after mailing, Saturdays, Sundays and statutory holidays excepted. In the event regular mail service, courier service, fax or other electronic means shall be interrupted by a cause beyond the control of the parties hereto, then the party sending the Notice shall utilize any service that has not been so interrupted to deliver such Notice, including but not limited to telephone. To be deemed to be Notice, any notice given by telephone shall be followed immediately by personal delivery, courier, prepaid mail, fax or other electronic means, and any Notice so given shall be deemed to be given as of the date and time of the telephone call. Each party shall provide Notice to the other of any change of address for the purposes hereof.

ARTICLE VII - MISCELLANEOUS PROVISIONS

- 7.1 The NBJ LTFP Toll Schedule, the List of Tolls, and the General Terms and Conditions set out in TCPL's Transportation Tariff as amended or approved from time to time by the CER are all by reference made a part of this NBJ LTFP Contract and operations hereunder shall, in addition to the terms and conditions of this NBJ LTFP Contract, be subject to the provisions thereof. TCPL shall notify Customer at any time that TCPL files with the CER revisions to the NBJ LTFP Toll Schedule, the List of Tolls, and/or the General Terms and Conditions (the "Revisions") and shall provide Customer with a copy of the Revisions.
- 7.2 The headings used throughout this NBJ LTFP Contract, the NBJ LTFP Toll Schedule, the List of Tolls, and the General Terms and Conditions are inserted for convenience of reference only and are not to be considered or taken into account in construing the terms or provisions thereof nor to be deemed in any way to qualify, modify or explain the effect of any such provisions or terms.

7.3 This NBJ LTFP Contract shall be construed and applied, and be subject to the laws of the Province of Alberta, and, when applicable, the laws of Canada, and shall be subject to the rules, regulations and orders of any regulatory or legislative authority having jurisdiction.

IN WITNESS WHEREOF, the parties hereto have executed this NBJ LTFP Contract as of the date first above written.

[Customer]

TransCanada PipeLines Limited

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT "1" –NBJ LTFP Precedent Agreement

This is EXHIBIT "1" to the NBJ LTFP CONTRACT made as of the _____ day of _____, 20 __ between TRANSCANADA PIPELINES LIMITED ("TCPL") and _____ ("Customer").

A NBJ LTFP Precedent Agreement dated as of the _____ day of _____, 20 __ by Customer.

EXHIBIT "2" – Precedent Agreement

This is EXHIBIT "2" to the NBJ LTFP CONTRACT made as of the _____ day of _____, 20 __ between TRANSCANADA PIPELINES LIMITED ("TCPL") and _____ ("Customer").

A Precedent Agreement dated as of the _____ day of _____, 20 __ by Customer.

NORTH BAY JUNCTION LONG TERM FIXED PRICE TRANSPORTATION SERVICE CONTRACT
("NBJ LTFP Contract")

THIS NBJ LTFP CONTRACT, made as of the ____ day of _____, 20__.

BETWEEN: TRANSCANADA PIPELINES LIMITED
a Canadian corporation
("TCPL")

OF THE FIRST PART

and

("Customer")

OF THE SECOND PART

WITNESSES THAT:

WHEREAS TCPL owns and operates a natural gas pipeline system extending from a point near the Alberta/Saskatchewan border where TCPL's facilities interconnect with the facilities of NOVA Gas Transmission Ltd. easterly to the Province of Quebec with branch lines extending to various points on the Canada/United States of America International Border; and

WHEREAS Customer has satisfied in full, or TCPL has waived the condition precedent set out in Section 2.1 (b) of TCPL's North Bay Junction Long Term Fixed Price Toll Schedule referred to in Section 7.1 hereof (the "NBJ LTFP Toll Schedule"); and

WHEREAS Customer has requested and TCPL has agreed to transport quantities of gas, that are delivered by Customer or Customer's agent to TCPL at the Receipt Point referred to in Section 4.1 hereof (the "Receipt Point"), to the Delivery Point referred to in Section 4.2 hereof (the "Delivery Point") pursuant to the terms and conditions of this NBJ LTFP Contract; and

WHEREAS Customer has entered into the precedent agreement identified in Exhibit "1" containing conditions precedent that are required to be satisfied or waived prior to the

commencement of NBJ LTFP Service and the Firm Transportation service associated with this NBJ LTFP Contract ("NBJ LTFP Precedent Agreement"); and

WHEREAS the quantities of gas delivered hereunder by Customer or Customer's agent to TCPL are to be removed from the province of production of such gas by Customer and/or Customer's suppliers and/or its (their) designated agent(s) pursuant to valid and subsisting permits and/or such other authorizations in respect thereof.

NOW THEREFORE THIS NBJ LTFP CONTRACT WITNESSES THAT, in consideration of the covenants and agreement herein contained, the parties hereto covenant and agree as follows:

ARTICLE I – COMMENCEMENT OF SERVICE

- 1.1 Commencement of service hereunder is subject to the satisfaction or waiver of all conditions precedent in accordance with the NBJ LTFP Precedent Agreement.
- 1.2 The date of commencement of service hereunder shall be the later of ____ day of _____, 20__ or the first calendar day of the month following the satisfaction and waiver of all conditions precedent in accordance with the NBJ LTFP Precedent Agreement, unless otherwise agreed to in writing by the Parties (the "Date of Commencement").
- 1.3 In the event any of the conditions precedent are not satisfied or waived in accordance with the NBJ LTFP Precedent Agreement, this NBJ LTFP Contract will terminate.

ARTICLE II – TERM OF CONTRACT

- 2.1 If service commences, this NBJ LTFP Contract shall end on the last day of the month that is _____ consecutive months following the Date of Commencement (the "NBJ LTFP End Date").

ARTICLE III – GAS TO BE TRANSPORTED

- 3.1 Subject to the provisions of this NBJ LTFP Contract, the NBJ LTFP Toll Schedule, the List of Tolls, and the General Terms and Conditions referred to in Section 7.1 hereof, TCPL shall provide transportation service hereunder for Customer in respect of a quantity of gas which, in any one day from the Date of Commencement until the NBJ LTFP End Date, shall not exceed _____ GJ (the "Contract Demand").

ARTICLE IV – DELIVERY POINT AND RECEIPT POINT

- 4.1 The Receipt Point hereunder is the point of interconnection between the pipeline facilities of TCPL and NOVA Gas Transmission Ltd. which is located at Empress.
- 4.2 The Delivery Point hereunder is located at North Bay Junction.

ARTICLE V – TOLLS

- 5.1 Customer shall pay for all transportation service hereunder from the Date of Commencement in accordance with TCPL's NBJ LTFP Toll Schedule, List of Tolls, and General Terms and Conditions set out in TCPL's Transportation Tariff as the same may be amended or approved from time to time by the CER.

ARTICLE VI – NOTICES

- 6.1 Any notice, request, demand, statement or bill (for the purpose of this paragraph, collectively referred to as "Notice") to or upon the respective parties hereto shall be in writing and shall be directed as follows:

IN THE CASE OF TCPL: TransCanada PipeLines Limited

- | | |
|------------------------|-------------------------------------------------------------------------------------|
| (i) mailing address: | P.O. Box 1000
Station M
Calgary, Alberta
T2P 4K5 |
| (ii) delivery address: | TC Energy Tower
450 – 1 st Street S.W.
Calgary, Alberta
T2P 5H1 |
| | Attention: _____ |
| | Fax: _____ |
| | E-mail: _____ |
| (iii) nominations: | Attention: _____ |
| | Fax: _____ |
| | E-mail: _____ |
| (iv) bills: | Attention: _____ |
| | Fax: _____ |
| | E-mail: _____ |

Attention: _____
Fax: _____
E-mail: _____

(i) mailing address: _____

(ii) delivery address: _____

(iii) nominations:

Attention: _____

Fax: _____

E-mail: _____

(iv) bills:

Attention: _____

Fax: _____

E-mail: _____

(v) other matters:

Attention: _____

Fax: _____

E-mail: _____

ARTICLE VII – MISCELLANEOUS PROVISIONS

Sheet No. 4

reference made a part of this NBJ LTFP Contract and operations hereunder shall, in addition to the terms and conditions of this NBJ LTFP Contract, be subject to the provisions thereof. TCPL shall notify Customer at any time that TCPL files with the CER revisions to the NBJ LTFP Toll Schedule, the List of Tolls, and/or the General Terms and Conditions (the "Revisions") and shall provide Customer with a copy of the Revisions.

7.2 The headings used throughout this NBJ LTFP Contract, the NBJ LTFP Toll Schedule, the List of Tolls, and the General Terms and Conditions are inserted for convenience of reference only and are not to be considered or taken into account in construing the terms or provisions thereof nor to be deemed in any way to qualify, modify or explain the effect of any such provisions or terms.

7.3 This NBJ LTFP Contract shall be construed and applied, and be subject to the laws of the Province of Alberta, and, when applicable, the laws of Canada, and shall be subject to the rules, regulations and orders of any regulatory or legislative authority having jurisdiction.

IN WITNESS WHEREOF, the parties hereto have executed this NBJ LTFP Contract as of the date first above written.

[Customer]

TransCanada PipeLines Limited

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT "1" –NBJ LTFP Precedent Agreement

This is EXHIBIT "1" to the NBJ LTFP CONTRACT made as of the _____ day of _____, 20 __ between TRANSCANADA PIPELINES LIMITED ("TCPL") and _____ ("Customer").

A NBJ LTFP Precedent Agreement has been executed on the _____ day of _____, 20 __ by Customer.

MARKET DRIVEN SERVICE TRANSPORTATION SERVICE CONTRACT
("MDS Contract")

THIS MDS CONTRACT, made as of the ____ day of _____, 20__.

BETWEEN:

TRANSCANADA PIPELINES LIMITED
a Canadian corporation
("TCPL")

OF THE FIRST PART

and

("Customer")

OF THE SECOND PART

WITNESSES THAT:

WHEREAS TCPL owns and operates a natural gas pipeline system extending from a point near the Alberta/Saskatchewan border where TCPL's facilities interconnect with the facilities of NOVA Gas Transmission Ltd. easterly to the Province of Quebec with branch lines extending to various points on the Canada/United States of America International Border; and

WHEREAS Customer has satisfied in full, or TCPL has waived the condition precedent set out in Section 2.1 (b) of TCPL's MDS Toll Schedule referred to in Section 8.1 hereof (the "MDS Toll Schedule"); and

WHEREAS Customer has requested and TCPL has agreed to transport quantities of gas, that are delivered by Customer or Customer's agent to TCPL at the Receipt Point referred to in Section 5.1 hereof (the "Receipt Point"), to the Delivery Point referred to in Section 5.2 hereof (the "Delivery Point") pursuant to the terms and conditions of this MDS Contract; and

WHEREAS the quantities of gas delivered hereunder by Customer or Customer's agent to TCPL are to be removed from the province of production of such gas by Customer and/or Customer's

suppliers and/or its (their) designated agent(s) pursuant to valid and subsisting permits and/or such other authorizations in respect thereof.

NOW THEREFORE THIS MDS CONTRACT WITNESSES THAT, in consideration of the covenants and agreement herein contained, the parties hereto covenant and agree as follows:

ARTICLE I – CONDITIONS PRECEDENT

- 1.1 If a complaint to the Commission of the Canada Energy Regulator (“CER”) is made within the timeframe specified in Subsection 6.5(c) of the Transportation Access Procedures (“Complaint”), TCPL’s obligations under this MDS Contract and the commencement of transportation service hereunder are subject to the fulfillment of the following condition precedent:
 - (a) disposition of the Complaint by the CER on terms and conditions acceptable to TCPL in its sole discretion.
- 1.2 In the case of a Complaint, Customer shall support TCPL in any regulatory proceeding required to implement this MDS Contract.
- 1.3 Within thirty (30) days following the receipt of the Commission of the Canada Energy Regulator (“CER”) decision regarding the Complaint, TCPL shall provide notice to the Customer that: a) the condition precedent in Section 1.1 has been satisfied; or b) the condition precedent in Section 1.1 cannot be satisfied and the MDS Contract is terminated.
- 1.4 If other MDS Service Applicants do not execute MDS Contracts pursuant to Subsection 6.4(c) of the Transportation Access Procedures, TCPL’s obligations under this MDS Contract and the commencement of transportation service hereunder are subject to the following condition precedent:
 - (a) TCPL, in its sole discretion, determines through its analysis that the MDS offering continues to achieve a net benefit to the Mainline System.
- 1.5 Within fourteen (14) days of Customer’s execution of this MDS Contract, TCPL shall provide notice to Customer that: a) the condition precedent in Section 1.4 has been satisfied; or b) the condition precedent in Section 1.4 cannot be satisfied and the MDS Contract is terminated.

(Insert A – Transportation by Others, if applicable)

ARTICLE II – COMMENCEMENT OF SERVICE

- 2.1 Subject to Sections 1.1, 1.3, 1.4 and 1.5, the date of commencement of transportation service hereunder shall be the first day of _____, 20__ or on a later date specified by TCPL in a notice (the "Date of Commencement").

ARTICLE III – TERM OF CONTRACT

- 3.1 Subject to Section 3.2, this MDS Contract shall end on the last day of the month that is _____ consecutive months following the Date of Commencement (the "MDS End Date").

(Insert B– Term Reduction, if applicable)

ARTICLE IV – GAS TO BE TRANSPORTED

- 4.1 Subject to the provisions of this MDS Contract, the MDS Toll Schedule, the List of Tolls, and the General Terms and Conditions referred to in Section 8.1 hereof, TCPL shall provide transportation service hereunder for Customer in respect of a quantity of gas which, in any one day from the Date of Commencement until the MDS End Date, shall not exceed _____ GJ (the "Contract Demand").

ARTICLE V – DELIVERY POINT AND RECEIPT POINT

- 5.1 The Receipt Point hereunder is located at _____.
- 5.2 The Delivery Point hereunder is located at _____.

(Insert C– Secondary Receipt Point(s) and/or Secondary Delivery Point(s), if applicable)

ARTICLE VI – TOLLS

- 6.1 Customer shall pay for all transportation service hereunder from the Date of Commencement in accordance with TCPL's MDS Toll Schedule, List of Tolls, and General Terms and Conditions set out in TCPL's Transportation Tariff as the same may be amended or approved from time to time by the CER.

- 6.2 Customer shall pay the applicable Monthly Demand Toll for MDS as specified in the List of Tolls and identified by the MDS Capacity Open Season to provide the transportation service hereunder.

(Insert D – Abandonment Surcharge, if applicable)

(Insert E –Term Reduction Tolls, if applicable)

(Insert F – Differential Charge, if applicable)

(Insert G – Delivery Pressure Charge, if applicable)

(Insert H – Secondary Receipt Charge and/or Secondary Delivery Charge, if applicable)

ARTICLE VII – NOTICES

- 7.1 Any notice, request, demand, statement or bill (for the purpose of this paragraph, collectively referred to as "Notice") to or upon the respective parties hereto shall be in writing and shall be directed as follows:

IN THE CASE OF TCPL: TransCanada PipeLines Limited

- | | |
|------------------------|-------------------------------------------------------------------------------------|
| (i) mailing address: | P.O. Box 1000
Station M
Calgary, Alberta
T2P 4K5 |
| (ii) delivery address: | TC Energy Tower
450 – 1 st Street S.W.
Calgary, Alberta
T2P 5H1 |
| | Attention: _____
Fax: _____
Email: _____ |
| (iii) nominations: | Attention: _____
Fax: _____
Email: _____ |
| (iv) bills: | Attention: _____
Fax: _____
Email: _____ |

Attention: _____
Fax: _____
Email: _____

Attention: _____
Fax: _____
Email: _____

Attention: _____
Fax: _____
E-mail: _____

Attention: _____
Fax: _____
Email: _____

Sheet No. 5

ARTICLE VIII – MISCELLANEOUS PROVISIONS

- 8.1 The MDS Toll Schedule, the List of Tolls, and the General Terms and Conditions set out in TCPL's Transportation Tariff as amended or approved from time to time by the CER are all by reference made a part of this MDS Contract and operations hereunder shall, in addition to the terms and conditions of this MDS Contract, be subject to the provisions thereof. TCPL shall notify Customer at any time that TCPL files with the CER revisions to the MDS Toll Schedule, the List of Tolls, and/or the General Terms and Conditions (the "Revisions") and shall provide Customer with a copy of the Revisions.
- 8.2 The headings used throughout this MDS Contract, the MDS Toll Schedule, the List of Tolls, and the General Terms and Conditions are inserted for convenience of reference only and are not to be considered or taken into account in construing the terms or provisions thereof nor to be deemed in any way to qualify, modify or explain the effect of any such provisions or terms.
- 8.3 This MDS Contract shall be construed and applied, and be subject to the laws of the Province of Alberta, and, when applicable, the laws of Canada, and shall be subject to the rules, regulations and orders of any regulatory or legislative authority having jurisdiction.

(Insert I – Delivery Pressure by Point, if applicable)

IN WITNESS WHEREOF, the parties hereto have executed this MDS Contract as of the date first above written.

[Customer]

TransCanada PipeLines Limited

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

DIFFERENT CONTRACT VERSIONS

Insert A – Transportation by Others

- 1.6 If transportation service hereunder requires transportation service on other pipeline systems, TCPL's obligations under this MDS Contract and the commencement of transportation service hereunder are subject to the following condition precedent:

(a) TCPL obtaining transportation service on other pipeline systems that it determines necessary to provide the transportation service hereunder on terms and conditions acceptable to TCPL in its sole discretion.

- 1.7 If the condition precedent in Section 1.6 cannot be satisfied or waived by TCPL prior to the Date of Commencement, TCPL will provide notice that this MDS Contract is terminated.

Insert B – Term Reduction

- 3.2 If Customer elects to reduce the term of this MDS Contract pursuant to Section 9 of the MDS Toll Schedule for all or a portion of the Contract Demand as defined in Section 4.1 hereof, TCPL shall provide Customer with an executed Exhibit "A" Addendum to this MDS Contract setting out an amended MDS End Date for the portion of the Contract Demand subject to such term reduction.

Insert C - Secondary Receipt Point(s) and Secondary Delivery Point(s)

I Contracts with Secondary Receipt Point(s)

- 5._ The following Secondary Receipt point(s) are available under this MDS Contract pursuant to Section 7.1 of the MDS Toll Schedule:

II Contracts with Secondary Delivery Point(s)

- 5._ The following Secondary Delivery point(s) are available under this MDS Contract pursuant to Section 7.1 of the MDS Toll Schedule:

Insert D – Inclusiveness of the Abandonment Surcharge

I Contracts Where the Demand Charge is Inclusive of the Abandonment Surcharge

- 6.3 The Monthly Demand Toll pursuant to Section 6.2 is inclusive of the Abandonment Surcharge.

II Contracts Where the Demand Charge is Not Inclusive of the Abandonment Surcharge

- 6.3 The Monthly Abandonment Surcharge from the Receipt Point to the Delivery Point pursuant to Article VI will be as specified in the List of Tolls, identified by the MDS Capacity Open Season to provide the transportation service hereunder, and in accordance with TCPL's MDS Toll Schedule.

Insert E – Term Reduction Tolls

- 6._ If Customer elects to reduce the term of this MDS Contract pursuant to Section 9.1 of the MDS Toll Schedule for all or a portion of the Contract Demand, the Monthly Demand Toll specified in Section 6.2 will cease to apply in the last twenty-four (24) months to the portion of the Contract Demand subject to such term reduction, and Customer shall pay the applicable Monthly Demand Toll pursuant to Section 4.1 of the MDS Toll Schedule, for such term reduction as specified in the List of Tolls pursuant to Section 6.2 of this Contract and identified by the MDS Open Season to provide the transportation service hereunder.

Insert F – Contracts Inclusive of the Differential Charge

- 6._ If, for any month, the Monthly Abandonment Surcharge pursuant to Section 6._ from the Receipt Point to the Delivery Point exceeds \$_____/GJ/Month, MDS will be subject to a Monthly MDS Differential Surcharge as specified in the List of Tolls, identified by the MDS Capacity Open Season to provide the transportation service hereunder, and in accordance with TCPL's MDS Toll Schedule.

Insert G – Contracts Not Inclusive of the Delivery Pressure Charge

- 6._ Customer shall pay for all delivery pressure service hereunder from the Date of Commencement in accordance with TCPL's MDS Toll Schedule, List of Tolls, identified

by the MDS Capacity Open Season to provide the transportation service hereunder, and General Terms and Conditions set out in TCPL's Transportation Tariff as the same may be amended or approved from time to time by the CER.

Insert H –Secondary Receipt and/or Secondary Delivery Charge

I Contracts where the Demand Charge is Not Inclusive of the Secondary Receipt Charge

6._ The Secondary Receipt Charge pursuant to Subsection 4.1(e) of the MDS Toll Schedule will be as specified in the List of Tolls, identified by the MDS Capacity Open Season to provide the transportation service hereunder, and in accordance with TCPL's MDS Toll Schedule.

II Contracts where the Demand Charge is Not Inclusive of the Secondary Delivery Charge

6._ The Secondary Delivery Charge pursuant to Subsection 4.1(e) of the MDS Toll Schedule will be as specified in the List of Tolls, identified by the MDS Capacity Open Season to provide the transportation service hereunder, and in accordance with TCPL's MDS Toll Schedule.

Insert I – Delivery Pressure

(a) Emerson I (Viking) Delivery Point

ARTICLE IX – DELIVERY PRESSURE

9.1 TCPL shall increase the line pressure of the gas it delivers to Customer at the Delivery Point to the pressure necessary for Customer to have Viking Gas Transmission Company accept receipt of such gas from Customer for transportation from the Delivery Point, provided that, from the Date of Commencement until the termination of this Contract, TCPL shall not be obligated to provide a pressure greater than 5 170 kPa (g).

(b) Emerson II (Great Lakes) Delivery Point

ARTICLE IX – DELIVERY PRESSURE

- 9.1 TCPL shall increase the line pressure of the gas it delivers to Customer at the Delivery Point to the pressure necessary for Customer to have Great Lakes Gas Transmission Limited Partnership accept receipt of such gas from Customer for transportation from the Delivery Point, provided that, from the Date of Commencement until the termination of this Contract, TCPL shall not be obligated to provide a pressure greater than 5 460 kPa (g).

(c) Dawn Delivery Point

ARTICLE IX – DELIVERY PRESSURE

- 9.1 TCPL shall increase the line pressure of the gas it delivers to Customer at the Delivery Point to a pressure of not less than 4 850 kPa (g).

EXHIBIT "A" ADDENDUM
MDS Transportation Service Contract Addendum

This Exhibit "A" Addendum, made as of the _____ day of _____, 20____, to the MDS Transportation Service Contract made as of the _____ day of _____, 20____, between TransCanada PipeLines Limited ("TCPL") and _____ ("Customer"), and identified in TCPL's records as Contract # _____.

MDS Contract Start: _____

MDS Contract Demand: _____

Customer elects to reduce the term of this MDS Contract pursuant to Section 9 of the MDS Toll Schedule as follows:

(a) ¹	(b) ²	(c)	(d) ¹	(e) ¹	(f) ¹
Election Deadline	Portion of Contract Demand Subject to Reduced Term (GJ/Day)	Term Reduced by	First Day of Applicability of Higher Demand Toll for Portion of Contract Demand Subject to Reduced Term	MDS End Date for Portion of Contract Demand Subject to Reduced Term	Reduced Contract Demand Effective on First Day following Date Shown in (e) (GJ/Day)
		____ months			
		____ months			
		____ months			
		____ months			
		____ months			
		____ months			
		____ months			

1 – to be completed by TCPL

2 – to be completed by Customer

Dated this _____ day of _____, 20____.

Customer _____

TransCanada PipeLines Limited

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

PARKING AND LOAN SERVICE
GENERAL TERMS AND CONDITIONS
INDEX

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I DEFINITIONS

Except where specifically defined hereunder, the terms as defined under "Section I, Definitions" in the General Terms are incorporated into these PALS General Terms. In the event of a contradiction or inconsistency between any term defined in the General Terms and these PALS General Terms, the meaning of such terms in these PALS General Terms shall prevail. The following terms, when used in these PALS General Terms, in the PALS Toll Schedule and in any PALS Contract into which these PALS General Terms are incorporated, shall have the following meanings:

1. "CER" shall mean the Commission of the Canada Energy Regulator, or any regulatory or government authority hereafter having a similar jurisdiction in substitution therefor.
2. "CER Act" shall mean the Canadian Energy Regulator Act.
3. "Duration" shall mean the period of time for which Parking and Loans are contracted. Unless otherwise indicated on the Exhibit "A", Duration for any Transaction shall mean from 09:00 hours CCT on the earliest "Start Date" listed on the applicable Exhibit "A" to 09:00 hours CCT on the latest "End Date" listed on the Exhibit.
4. "Eastern PALS Management Section" shall mean the section of TCPL downstream of Station 41, excluding Emerson.
5. "Gas Replacement Factor" shall mean the highest daily spot price for gas for the preceding twelve (12) months, commencing and including the day of the default, at the applicable PALS point, as published in the *S&P Global Gas Daily* or such other recognized industry publication. In the event the applicable PALS point is not published in the *S&P Global Gas Daily* or such other recognized industry publication, "Gas Replacement Factor" shall mean the highest daily spot price for gas for the preceding twelve (12) months, commencing and including the day of the default at Empress, plus three times the 100% load factor toll from Empress to the applicable PALS point in effect on the billing date.

6. "General Terms" shall mean the General Terms and Conditions of TCPL's Transportation Tariff, as approved by the CER and amended from time to time.
7. "Injection Rate" shall mean the daily rate at which PALS Account Holder can deliver gas to its PALS Account at the PALS point, as specified on each Exhibit "A" to a PALS Contract.
8. "Linepack Goal" shall mean the level of linepack inventory that TCPL has determined as being optimal at a given time under the then current operating conditions and environment.
9. "Loan" shall mean a Transaction whereby TCPL transfers a quantity of gas to a PALS Account Holder and debits that PALS Account Holder's PALS Account accordingly. PALS Account Holder subsequently delivers or transfers an equal quantity of gas to TCPL, at which time the PALS Account is credited accordingly.
10. "NEB" shall mean National Energy Board or any regulatory or government authority hereafter having a similar jurisdiction in substitution therefor, including the CER.
11. "Net Loan Position" shall mean the net position of gas lent out under PALS. It is calculated as the difference between the sum of all loan transactions less the sum of all parking transactions at the applicable PALS Point or pipeline segment.
12. "Outstanding Balance" shall mean that quantity of gas remaining in a PALS Account, either positive or negative, after the End Date specified in each Exhibit "A" to a PALS Contract.
13. "PALS" shall mean the Parking and Loan Service offered by TCPL pursuant to the PALS Toll Schedule, a PALS Contract and these PALS General Terms.
14. "PALS Account" shall mean the account through which a quantity of gas is Transacted as a Park or a Loan by PALS Account Holder at a PALS point pursuant to the PALS Toll Schedule and a PALS Contract.
15. "PALS Account Holder" shall mean the party contracting with TCPL for PALS as specified in a PALS Contract.

16. "PALS Contract" shall mean the Parking and Loan Service Contract entered into between TCPL and PALS Account Holder.
17. "PALS General Terms" shall mean these PALS General Terms and Conditions.
18. "PALS point" shall include any receipt or delivery point or area on the TCPL system that TCPL offers PALS.
19. "PALS Toll Schedule" shall mean the Parking and Loan Service Toll Schedule, as approved by the CER and amended from time to time.
20. "Park" or "Parking" shall mean a Transaction whereby TCPL receives a quantity of gas from PALS Account Holder and credits PALS Account Holder's PALS Account accordingly. TCPL subsequently delivers an equal quantity of gas to PALS Account Holder at which time the PALS Account is debited accordingly.
21. "Total Quantity" shall mean that quantity of gas Transacted to or from a PALS Account at a PALS point at a defined Injection Rate or Withdrawal Rate over the Duration specified on each Exhibit "A" to a PALS Contract.
22. "Transacted" and "Transaction" shall refer to any Parking or Loan Transaction conducted pursuant to these PALS General Terms, the PALS Toll Schedule and a PALS Contract.
23. "Transportation Contract" shall mean any transportation service contract for transportation either to or from a PALS point.
24. "Transporter" shall mean any upstream or downstream carrier interconnecting with a PALS point.
25. "Western PALS Management Section" shall mean the section of TCPL upstream of Station 41, provided that the Western PALS Management section also includes Emerson.
26. "Withdrawal Rate" shall mean the rate at which PALS Account Holder can deliver gas from its PALS Account at a PALS point, as specified on each Exhibit "A" to a PALS Contract.

II APPLICABILITY AND CHARACTER OF SERVICE

Subject to the provisions of the PALS Contract, the PALS Toll Schedule and these PALS General Terms, on each day for which service is requested by PALS Account Holder and authorized by TCPL, PALS Account Holder may nominate transfers to or from its PALS Account such quantities of gas specified by PALS Account Holder which, upon scheduling, shall be transferred by TCPL to or from the PALS Account at the PALS point.

III TOLLS

Tolls and surcharges for PALS shall be determined in accordance with the PALS Toll Schedule.

IV POSSESSION OF GAS

PALS Account Holder shall be deemed to be in physical possession, custody and control of, and responsible for, gas at all times while it is at a PALS point and as it moves in and out of a PALS Account at a PALS point.

V BILLING

Billing for PALS shall be in accordance with Section X of the General Terms. For this purpose, the term "Customer" in Section X of the General Terms shall include a PALS Account Holder and the term "Contract" in Section X of the General Terms shall include a PALS Contract.

VI PAYMENTS

Payments, remedies for non-payment, adjustment of underpayment, overpayment or error in billing, and time of payment extended if bill delayed, for PALS, shall be in accordance with Section XI of the General Terms. For this purpose, the term "Customer" in Section XI of the General Terms shall include a PALS Account Holder and the term "Contract" in Section XI of the General Terms shall include a PALS Contract.

VII WARRANTY OF TITLE TO GAS

PALS Account Holder warrants that it owns or controls and has the right to transact for its account, the gas that is transacted through PALS Account Holder's PALS Account(s). PALS Account Holder further indemnifies and holds TCPL harmless against all claims, actions or

damages of any nature made or commenced by a third party claiming an interest in any of the gas being Transacted through PALS Account Holder's PALS Account(s).

VIII FORCE MAJEURE

Any event which constitutes an event of force majeure under Section XIV of the General Terms shall constitute an event of force majeure under these PALS General Terms. The provisions of Section XIV of the General Terms shall apply, mutatis mutandis, to these PALS General Terms.

IX AUTHORIZATION AND IMPAIRED PERFORMANCE

Authorization and impaired performance for PALS shall be determined in accordance with the provisions of the PALS Toll Schedule.

X DEFAULT AND TERMINATION

Default and termination provisions with respect to PALS shall be in accordance with Section XVII of the General Terms. For this purpose, the term "Customer" in Section XVII of the General Terms shall include a PALS Account Holder and the term "Contract" in Section XVII of the General Terms shall include a PALS Contract.

XI NON-WAIVER AND FUTURE DEFAULT

No waiver by either TCPL or PALS Account Holder of any one or more defaults by the other in the performance of any provision of a PALS Contract shall operate or be construed as a waiver of any continuing or future default or defaults whether of a like or different character.

XII INCORPORATION IN PALS TOLL SCHEDULES AND PALS CONTRACTS

1. These PALS General Terms are incorporated in and are a part of the PALS Toll Schedule and all PALS Contracts.
2. These PALS General Terms are subject to the provisions of the CER Act or any other legislation passed in amendment thereto or substitution therefor.

XIII NOMINATIONS

All transfer nominations for PALS shall be in accordance with the PALS Toll Schedule.

XIV FINANCIAL ASSURANCES

1. Prior to commencement and at any time during the term of any PALS Contract, a prospective or current PALS Account Holder shall provide TCPL with sufficient financial information to assess their creditworthiness.
2. Based on its assessment, TCPL, in its sole discretion, may request from the prospective or current PALS Account Holder financial assurances in an amount, form and on terms satisfactory to TCPL prior to commencement or continuation of PALS Service. TCPL will not be obligated to provide and PALS Account Holder shall not be entitled to receive PALS until the requested financial assurances are received.

PARKING AND LOAN SERVICE

(PALS)

TOLL SCHEDULE

I N D E X

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1. AVAILABILITY

1.1 A PALS Account Holder shall be eligible to receive service pursuant to this PALS Toll Schedule provided that PALS Account Holder:

- (a) has a fully executed PALS Contract; and
- (b) has provided financial assurances to TCPL in an amount, form and on terms satisfactory to TCPL per Section XIV of the PALS General Terms.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 Subject to the terms of this PALS Toll Schedule, the PALS Contract and the PALS General Terms, as each may be amended from time to time, PALS Account Holder shall be entitled to operate one PALS Account at each PALS point on TCPL's system.

2.2 No transportation service shall be curtailed in order to provide PALS. PALS will have a priority lower than any transportation service (including all diversions), both in terms of authorization of nominations and curtailment pursuant to TCPL's Transportation Tariff. PALS allocated pursuant to an executed Exhibit "A" to a PALS Contract shall not be curtailed or recalled on any day in order to make capacity available to a party requesting PALS on that day under a new, unexecuted Exhibit "A".

2.3 TCPL will not enter into new loan agreements which will put TCPL into a Net Loan Position if total linepack in the PALS Management section is below Linepack Goal or if the linepack in such PALS Management section is projected to be reduced below Linepack Goal as a result of the new loan agreements. TCPL's system wide Net Loan Position shall not exceed 188,450 GJ.

2.4 The quantities of gas Transacted at PALS points hereunder impart no physical movement of gas. In the event that PALS Account Holder wishes to transport quantities of gas from one PALS point to another PALS point on TCPL's system, PALS Account Holder shall be responsible for arranging such transportation in accordance with TCPL's Transportation Tariff.

- 2.5 The Toll to be paid by PALS Account Holder will be agreed to by PALS Account Holder and TCPL from time to time. The Toll in effect on the date that an Exhibit "A" is accepted shall apply for the Duration set out in that Exhibit "A".
- 2.6 On the fifth business day of each month, TCPL will post on its website a summary of all PALS Transactions completed during the preceding month. This posting will include the Toll, Location, Injection Rate, Withdrawal Rate, Duration, and Total Quantity of each transaction.
- 2.7 In order to protect the integrity of the TCPL system and to ensure that TCPL can meet its authorized transportation obligations, TCPL may, in its sole discretion after having considered other reasonable alternatives, upon twenty-four (24) hours notice, recall all or any portion of the capacity allocated for PALS at a PALS point. Such recall notice shall be provided by in writing by fax, email or other electronic means and may be posted on TCPL's website. PALS capacity will be recalled on the basis of the Toll charged, with PALS authorized at the lowest Tolls recalled first. Within the twenty-four (24) hour period specified in the recall notice:
- a) a PALS Account Holder involved in a Park Transaction shall withdraw that quantity of gas specified in the recall notice. If PALS Account Holder fails to withdraw the required quantity of gas, PALS Account Holder shall forfeit such gas to TCPL, without compensation or damages and free of any adverse claims. PALS Account Holder hereby indemnifies and saves harmless TCPL from all such damages and claims arising in connection with the exercise by TCPL of the right set out herein; and
 - b) a PALS Account Holder involved in a Loan Transaction shall deliver the recalled quantity of gas to TCPL at the affected PALS point. If PALS Account Holder fails to deliver the required quantity of gas, TCPL may purchase replacement gas and, notwithstanding the actual cost of such replacement gas, PALS Account Holder shall pay to TCPL a surcharge equivalent to the required quantity of gas multiplied by the sum of \$0.09366/GJ and the Gas Replacement Factor.
- 2.8 On the Start Date and each day thereafter until the End Date for which PALS Account Holder and TCPL agree to a Parking or Loan Transaction, and subject to the interruption of service or recall of capacity by TCPL, PALS Account Holder shall, over the Duration of the Transaction, cause the Total Quantity to be injected and withdrawn from PALS Account Holder's PALS Account at the PALS point, as specified in each Exhibit "A".

3. PARKING AND LOAN PERIOD

- 3.1 The End Date shall be specified in each Exhibit "A" and shall not extend beyond the date upon which either party has notified the other that the PALS Contract will terminate pursuant to Article IV, Section 4.2 of the PALS Contract.
- 3.2 At any time during the term of the PALS Contract there may be one or more Exhibit "A"s in effect. Each Exhibit "A" shall constitute a separate PALS Transaction. All references to Exhibit "A" in the PALS Contract, and the PALS General Terms shall mean and be interpreted and construed to apply to each such Exhibit "A" in effect from time to time. For greater certainty, all communications between the parties hereunder shall specify which Exhibit "A" is the subject of such communications.

4. SERVICE PRIORITY

- 4.1 If, due to any cause whatsoever, TCPL is unable on any day to provide the level of PALS that PALS Account Holder has nominated at any PALS point, TCPL may curtail or recall PALS at that point. PALS Transactions will be curtailed or recalled on the basis of the Toll set out in each applicable Exhibit "A" with those Transactions at the lowest Toll being curtailed or recalled first.
- 4.2 If TCPL curtails or recalls PALS on the start date of injection under a Park or on the start date of withdrawal under any Loan, and prior to any quantities being injected or withdrawn, as the case may be, the Transaction contemplated by the applicable Exhibit "A" shall terminate and all obligations of TCPL and PALS Account Holder thereunder, including the obligation to pay the Toll, shall cease.

5. TRANSFER NOMINATIONS

- 5.1 All transfer nominations from or to a PALS Account shall be received by TCPL at the time specified pursuant to Section XXII of the General Terms.
- 5.2 All transfer nominations from or to a PALS Account shall be in TCPL's prescribed form, as it may be amended from time to time. Transfer nominations from or to a PALS Account which are not in TCPL's prescribed form or which are incomplete shall not be accepted by TCPL.

- 5.3 Unless PALS Account Holder executes the nomination waiver in the Exhibit "A", each PALS Account Holder with a fully executed Exhibit "A" shall make a corresponding transfer nomination from or to the related PALS Account(s) for each gas day in the Duration(s). TCPL shall determine the capacity available for PALS at the affected PALS point(s) on such gas day, after accepting nominations or revised nominations for transportation service in accordance with paragraph 1 of Section XXII of the General Terms and Conditions of TCPL's Transportation Tariff. TCPL shall then determine whether all or any portion of such transfer nomination will be accepted. If TCPL determines that it will not accept such transfer nomination, TCPL shall advise PALS Account Holder, on or before 16:00 hours CCT on the day immediately preceding the gas day for which the transfer is to be effective, of the reduced quantity, if any, that TCPL is prepared to transfer to or from the PALS Account. Such reduced, quantity, if any, shall be deemed to be PALS Account Holder's revised transfer nomination, which TCPL shall be deemed to have accepted.

6. PALS ACCOUNT IMBALANCE ADMINISTRATION

- 6.1 PALS Account Holder shall cause the PALS Account to operate in accordance with the provisions set out in each Exhibit "A". In the event that TCPL curtails or recalls PALS at any time after the service has commenced under an Exhibit "A", then:
- a) if such curtailment or recall occurs prior to the completion of the injection of gas to be Parked or the completion of the withdrawal of gas to be Loaned:
 - i) the quantity to be Parked or Loaned, as the case may be, shall be reduced by the quantity of gas curtailed or recalled; and
 - ii) the injection and withdrawal rates under each affected Exhibit "A" will be reduced proportionately to the quantity of gas curtailed or recalled; and
 - b) if such curtailment or recall occurs after the completion of the injection of gas to be Parked or the completion of the withdrawal of gas to be Loaned, the Duration shall be extended by the number of days that PALS was curtailed or recalled. In the event that the Duration is extended, the injection or withdrawal rate shall be the same rate set out in the applicable Exhibit "A" unless TCPL, in its sole discretion, determines that the rate is to be adjusted.

- 6.2 In the event that PALS Account Holder's PALS Account carries an Outstanding Balance, either positive or negative, as a result of the failure of PALS Account Holder to discharge its obligations pursuant to 6.1 hereof, the following provisions shall apply:
- a) in the case of a Loan Transaction, TCPL may, in its sole discretion, purchase replacement gas and, notwithstanding the actual cost of such replacement gas, PALS Account Holder shall pay to TCPL a surcharge equivalent to the Outstanding Balance multiplied by the sum of \$0.09366/GJ and the Gas Replacement Factor; and
 - b) in the case of a Park Transaction, PALS Account Holder shall pay to TCPL on each day that an Outstanding Balance exists, the Toll set out in the applicable Exhibit "A" plus a surcharge equivalent to the Outstanding Balance multiplied by \$0.09366/GJ.

The foregoing rights of TCPL shall be in addition to any other rights or remedies available to TCPL at law or in equity.

7. MONTHLY BILL

- 7.1 The monthly bill payable by PALS Account Holder for service hereunder shall be equal to the sum of the charges payable under each Exhibit "A," the Duration of which has expired in such month.
- 7.2 The charges payable under each Exhibit "A" shall be the sum of the product of T multiplied by Q and the surcharges, if any, payable pursuant to Sections 2.7 and 6.2 hereof, where:
- a) T equals the Toll as set out on the Exhibit "A" and;
 - b) Q equals:
 - i) In the case of Parking, the greater of:
 - The actual quantity Transacted pursuant to the Exhibit "A", and;
 - The cumulative sum of the daily Injection quantity made available by TCPL to PALS Account Holder which, on a daily basis, shall not exceed the Injection Rate as set out in the Exhibit "A", unless otherwise agreed to by TCPL and PALS Account Holder.

- ii) In the case of a Loan, the greater of:
- The actual quantity Transacted pursuant to the Exhibit "A", and;
 - The cumulative sum of the daily Withdrawal quantities made available by TCPL to PALS Account Holder which, on a daily basis, shall not exceed the Withdrawal Rate as set out in the Exhibit "A", unless otherwise agreed to by TCPL and PALS Account Holder.

PARKING AND LOAN SERVICE (PALS) CONTRACT

THIS CONTRACT, made for PARKING AND LOAN SERVICE as of the ____ day of _____, 20__.

BETWEEN: TRANSCANADA PIPELINES LIMITED
a Canadian corporation
("TransCanada")

OF THE FIRST PART
and

("PALS Account Holder")

OF THE SECOND PART

WITNESSES THAT:

WHEREAS PALS Account Holder has requested and TCPL has agreed to allow PALS Account Holder to maintain and operate a PALS Account at PALS points in accordance with the PALS General Terms and pursuant to the PALS Toll Schedule; and

WHEREAS PALS Account Holder has satisfied in full, or TCPL has waived, each of the conditions precedent set out in Subsections 1.1(a) of the PALS Toll Schedule.

NOW THEREFORE this PALS contract witnesses that, in consideration of the covenants and agreement herein contained, the parties hereto covenant and agree as follows:

ARTICLE I – DEFINITIONS

- 1.1 Capitalized terms used but not defined in this PALS Contract shall have the meanings ascribed to such terms in the PALS General Terms and the PALS Toll Schedule, as each may be amended from time to time.

ARTICLE II – NATURE OF SERVICE

- 2.1 Subject to the provisions of this PALS Contract, the PALS Toll Schedule, and the PALS General Terms, TCPL shall provide PALS hereunder.
- 2.2 PALS Account Holder shall be solely responsible for securing faithful performance by its gas supplier(s) and/or Transporter(s) in all matters that may affect TCPL's performance hereunder. TCPL shall not be liable to PALS Account Holder or any third party as a result of the failure of any gas supplier(s) and/or Transporter(s) to so perform. Furthermore, PALS Account Holder shall indemnify and hold harmless TCPL for any and all claims resulting from non-performance by PALS Account Holder's gas supplier(s) and Transporter(s).

ARTICLE III – PALS ACCOUNTS

- 3.1 PALS Account Holder may operate one PALS Account at each PALS point. From time to time, when PALS Account Holder and TCPL agree to a PALS Transaction, an Exhibit "A", substantially in the form attached hereto as Exhibit "A" shall be executed by both parties prior to PALS Transaction commencing.
- 3.2 Each Exhibit "A" will be delivered by fax, email or other electronic means and will set out the PALS point, Duration, Toll, Injection Rate, Withdrawal Rate, Total Quantity, PALS Reference Number and any other term or condition specific to the Transaction.
- 3.3 More than one Exhibit "A" may be in effect at any time.

ARTICLE IV – TERM OF CONTRACT

- 4.1 This PALS Contract shall be effective from the date hereof and shall continue in force and effect unless terminated in accordance with Section 4.2 hereof, the provisions of the PALS Toll Schedule or the PALS General Terms.
- 4.2 In addition to the termination provisions set out in the PALS Toll Schedule and the PALS General Terms, either party shall have the right to terminate this PALS Contract at any time by giving thirty (30) days notice to the other party. Subject to Section 4.3 hereof, upon expiration of the aforesaid thirty (30) day period, this PALS Contract shall terminate and be of no further force or effect; provided that nothing herein shall relieve either party from any obligations which arose prior to the effective date of such termination.

- 4.3 Notwithstanding the provisions of Sections 4.1 and 4.2 hereof, this PALS Contract shall not terminate before all Exhibit "A" agreements then in effect have expired.

ARTICLE V – TOLLS

- 5.1 PALS Account Holder shall pay the Toll listed on each Exhibit "A" entered into pursuant to this PALS Contract and all surcharges assessed in accordance with the provisions of the PALS Toll Schedule.

ARTICLE VI – NOTICES

- 6.1 Any notice, request, demand, statement or bill (for the purpose of this paragraph, collectively referred to as "Notice") to or upon the respective parties hereto shall be in writing and shall be directed as follows:

IN THE CASE OF TRANSCANADA: TransCanada PipeLines Limited

- | | |
|------------------------|-------------------------------------------------------------------------------------|
| (i) mailing address: | P.O. Box 1000
Station M
Calgary, Alberta
T2P 4K5 |
| (ii) delivery address: | TC Energy Tower
450 – 1 st Street S.W.
Calgary, Alberta
T2P 5H1 |
| | Attention: _____ |
| | Fax: _____ |
| | Email: _____ |
| (iii) nominations: | Attention: _____ |
| | Fax: _____ |
| | Email: _____ |
| (iv) bills: | Attention: _____ |
| | Fax: _____ |
| | Email: _____ |
| (v) other matters: | Attention: _____ |
| | Fax: _____ |
| | Email: _____ |

IN THE CASE OF PALS ACCOUNT HOLDER

- (i) mailing address: _____

- (ii) delivery address: _____

- (iii) nominations: Attention: _____
 Fax: _____
 Email: _____
- (iv) bills: Attention: _____
 Fax: _____
 E-mail: _____
- (v) other matters: Attention: _____
 Fax: _____
 Email: _____

Notice may be given by fax or other electronic means and any such Notice shall be deemed to be given four (4) hours after transmission. Notice may also be given by personal delivery or by courier and any such Notice shall be deemed to be given at the time of delivery. Any Notice may also be given by prepaid mail and any such Notice shall be deemed to be given four (4) days after mailing, Saturdays, Sundays and statutory holidays excepted. In the event regular mail service, courier service, fax or other electronic means shall be interrupted by a cause beyond the control of the parties hereto, then the party sending the Notice shall utilize any service that has not been so interrupted to deliver such Notice. Each party shall provide Notice to the other of any change of address for the purposes hereof. Any Notice may also be given by telephone followed immediately by personal delivery, courier, prepaid mail, fax or other electronic means, and any Notice so given shall be deemed to be given as of the date and time of the telephone notice.

ARTICLE VII – MISCELLANEOUS PROVISIONS

- 7.1 The PALS Toll Schedule, the PALS General Terms, and each Exhibit "A", as amended or approved from time to time, are all by reference made a part of this PALS Contract and service hereunder shall, in addition to the terms and conditions of this PALS Contract, be subject to the provisions thereof. TCPL shall notify PALS Account Holder at any time that TCPL files with the CER revisions to the PALS Toll Schedule, or the PALS General Terms (the "Revisions") and shall provide PALS Account Holder with a copy of the Revisions.

- 7.2 The headings used throughout this PALS Contract, the PALS Toll Schedule, the PALS List of Tolls and the PALS General Terms are inserted for convenience of reference only and are not to be considered or taken into account in construing the terms or provisions thereof nor to be deemed in any way to qualify, modify or explain the effect of any such provisions or terms.
- 7.3 This PALS Contract shall be construed and applied, and be subject to the laws of the Province of Alberta, and, when applicable, the laws of Canada, and shall be subject to the rules, regulations and orders of any regulatory or legislative authority having jurisdiction.
- 7.4 This PALS Contract, including each Exhibit "A" entered into from time to time, and all terms, conditions and provisions incorporated herein by reference, constitute the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, representations and understandings, written or oral, pertaining thereto. Except as otherwise provided for herein, no modification, amendment or variation to this PALS Contract shall be effective unless such modification, amendment or variation is in writing and signed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this PALS Contract as of the date first above written.

[PALS ACCOUNT HOLDER]

TransCanada PipeLines Limited

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT "A"

"Parking and Loan Deal Sheet"

Dated _____

This EXHIBIT "A," made under Contract # _____ sets forth our binding agreement to Park or Loan gas on the following terms and conditions. These terms and conditions will be final and binding unless you advise TransCanada PipeLines Limited, at (403) 920-5500, of any inaccuracy within 24 hours of receiving this exhibit.

PALS Account Holder:

PALS Reference Number:

PALS Point:

Total Quantity (GJ):

Toll (\$/GJ):

Injection Terms:

Maximum Daily
Quantity (GJ):

Start
Date/Time:

End
Date/Time:

Withdrawal Terms:

Maximum Daily
Quantity (GJ):

Start
Date/Time:

End
Date/Time:

Other Terms and Conditions:

PALS ACCOUNT HOLDER

TRANSCANADA PIPELINES LIMITED

per _____

per _____

per _____

per _____

PALS Account holder hereby waives the need to submit any nominations beyond this Exhibit "A" as the terms and conditions of gas flow are fully described in this Exhibit "A"

per:

TURNBACK PROCEDURE

INDEX

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1.0 INTRODUCTION

- 1.1 Prior to proceeding with any facilities or TBO options, this Turnback Procedure shall be used by TCPL where incremental pipe, compressor facilities and/or transportation by others ("TBO Capacity") are required to meet requests for incremental FT Service.
- 1.2 Requests for incremental FT Service shall be supported by executed Precedent Agreements.

2.0 REQUEST FOR TURNBACK BIDS

- 2.1 TCPL will post a request for turnback bids ("Turnback Bids") on its website. TCPL will use reasonable efforts to bring the request for Turnback Bids to the attention of all FT Customers.
- 2.2 TCPL's request for Turnback Bids shall identify the terms of the incremental FT Service request including:
- a) receipt and delivery point
 - b) daily quantity, and
 - c) commencement date and term.
- 2.3 TCPL's request for Turnback Bids shall identify the date that Turnback Bids must be received by TCPL. Such date will be a minimum of 10 Business Days from the date that the request for Turnback Bids was posted.

3.0 TURNBACK BIDS

- 3.1 All existing FT Customers are eligible to submit Turnback Bids.
- 3.2 FT Customers may submit a Turnback Bid for all, or a portion of, their daily FT contract quantity as set out in their FT contract.
- 3.3 FT Customers will specify the start date and term ("Turnback Term") of their bid. The minimum Turnback Term is 1 year. Any Turnback Term that is less than the remaining term of the FT contract will be considered "Temporary". Any Turnback Term that is equal to the remaining term of the FT contract will be considered "Permanent".

4.0 TURNBACK BID EVALUATION

- 4.1 TCPL will reject any Turnback bid that does not reduce the need for incremental facilities and/or TBO Capacity.
- 4.2 TCPL will evaluate Turnback Bids, relative to a facility expansion option or TBO option, based on criteria including the following:
- i) incremental owning and operating costs,
 - ii) the impact on tolls and the system average unit cost of transportation,
 - iii) the impact on fuel and operating costs,
 - iv) ability to meet the commencement date of the incremental FT Service request,
 - v) the cost of incremental facilities and/or TBO Capacity that may be incurred in the future if Temporary Turnback Bids only postpone the need for incremental facilities and/or TBO Capacity,
 - vi) the reduction in transportation revenue from the Turnback Contract,
 - vii) the risk of future non-renewals and underutilization of facilities,
 - viii) environmental issues,
 - ix) the optimal sizing of incremental facilities, and
 - x) partial reduction in facility and/or TBO requirements due to Turnback Bids

TCPL will exercise its judgement in applying these criteria in an objective and reasonable manner.

5.0 REPORTING

- 5.1 TCPL will post on its website, details of each Bid received and each Bid accepted by TCPL identifying quantity, term, receipt point, delivery point and any other information that may be relevant. Names of the bidders shall not be disclosed.

6.0 REVENUE AND VOLUME ADJUSTMENTS

- 6.1 For those Turnback Bids accepted by TCPL, the daily FT contract quantity set out in the FT contract shall be reduced in accordance with the Turnback Bid for the duration of the

Turnback Term. In the case of Permanent Turnbacks, the reduction in the daily contract quantity shall be permanent and the FT Customer shall lose all rights, including renewal options, on the quantity turned back.

- 6.2 Changes in billing allocation units due to acceptance of Turnback Bids and incremental FT Service requests will be reflected in the determination of subsequent year's firm transportation tolls. All reductions in revenue due to acceptance of Turnback Bids and all increases in revenue due to incremental FT Service requests will be recorded in a Flow-Through Deferral Account and applied to the Net Revenue Requirement in subsequent Test Years.

7.0 REVIEW PROCESS

- 7.1 The Parties acknowledge that this Turnback Procedure is a pilot procedure and that modifications to it may be appropriate. Any Party may at any time seek modifications, or raise concerns, regarding the application of this procedure, through normal TTF/CER approval processes.