

Attachment B5
Compliance Filing - Mainline Tariff Amendments

In compliance with the Board's directions in the Decision, TransCanada is providing a black-lined and clean copy of the Mainline Tariff necessary to implement the Decision in Tabs 1 and 2, respectively.

Table 1 summarizes the changes that result from the Decision to the Tariff Amendments for the Mainline filed in the Application, as corrected.¹ In preparing the Compliance Filing, TransCanada identified two other minor corrections to the STS-L Toll Schedule and STL-L Pro Forma Contract, where references to MFP service were inadvertently missed.² These corrections have also been reflected in the Tariff Amendments.

¹ Corrections to the ST-SN and FT Toll Schedules were filed May 30, 2012 (Exhibit No. B23) and corrections to the General Terms and Conditions and ECR Toll Schedule and Proforma Contract were filed June 19, 2012 (Exhibit No. B33).

² STS-L Toll Schedule, Section 3.1 (b), paragraph before sub paragraph 3.1(b)(i) and STS-L Pro Forma Contract, Exhibit B, third paragraph.

Table 1: Revisions to Tariff Amendments resulting from Decision

Exhibit No.	Restructuring Proposal Application Reference	RH-003-2011 Reference	Revisions Required to Tariff Amendments filed in Restructuring Proposal
B-1-21	Application, Appendix C6: Mainline Tariff, STS and STS-L Toll Schedules, General Terms and Conditions, and STS and STS-L Contracts	The Alberta System Extension proposal denied. (Ref: RH-003-2011, page 78)	Removed references to Saskatchewan/Manitoba Border (SMB) in STS and STS-L Toll Schedules, General Terms and Conditions, and STS and STS-L Contracts.
B-1-21	Application, Appendix C6: Mainline Tariff, General Terms and Conditions	The TQM TBO cost proposal denied. (Ref: RH-003-2011, page 104)	Removed reference to TQM in Eastern Delivery Area and removed the TQM EDA from the General Terms and Conditions and Receipt and Delivery Point List.
B-1-21	Application, Appendix C6: Mainline Tariff, Receipt and Delivery Point List	The Alberta System Extension proposal denied. (Ref: RH-003-2011, page 78) The TQM TBO cost proposal denied. (Ref: RH-003-2011, page 104)	Applied-for Amendments to Receipt and Delivery Point List no longer required.
B-1-21	Application, Appendix C6: Mainline Tariff, IT Toll Schedule, Section 2.1.	The Board grants TransCanada full discretion to set bid floors for IT service. (Ref: RH-003-2011, page 129)	Revised IT Toll Schedule, Section 2.1, IT Floor Price to reflect Board's decision
B-1-21	Application, Appendix C6: Mainline Tariff, STFT and ST-SN Toll Schedules, Section 2.3	The Board grants TransCanada discretion to set bid floors for STFT Service at 100 per cent of the FT toll or higher RH-003-2011, page 129	Revised STFT Toll Schedule, STFT Bid Percentage, Section 2.3 and ST-SN Toll Schedule, ST-SN Bid Percentage, Section 2.3 to reflect Board's Decision

A summary of the proposed amendments to the Mainline Tariff required for implementation of the Decision is provided below.

1. Revisions to Transportation Access Procedures:
 - Revised the definition for Bid Form; and
 - Added references for new MFP service.

2. Revisions to FT Toll Schedule:
 - Removed references to “commodity” tolls and charges;
 - Updated conversion rights to add conversion rights for new MFP service; and
 - Amended numbering references as necessary to reflect other revisions.

3. Revisions to STS Toll Schedule:
 - Removed references to “commodity” tolls and charges;
 - Added references for new MFP service;
 - Replaced “100% Load Factor” with applicable “Daily Demand Toll”; and
 - Amended numbering references as necessary to reflect other revisions.

4. Revisions to STS-L Toll Schedule:
 - Removed references to “commodity” tolls and charges;
 - Added references for new MFP service; and
 - Replaced “100% Load Factor” with applicable “Daily Demand Toll”.

5. Revisions to IT Toll Schedule:
 - Removed references to “East-West differential”;
 - Revised definition for “IT Floor Price” to incorporate changes to the pricing of IT service;
 - Deleted RAM calculation;

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- Replaced “Delivery Pressure Commodity Toll” with “Delivery Pressure Daily Demand Toll”; and
 - Amended numbering references as necessary to reflect other revisions.
6. Revisions to STFT Toll Schedule:
- Added definitions for “Summer Period”, “STFT Allocation Price”, “STFT Bid Floor”, “STFT Bid Percentage”, “STFT Price” and “Winter Period”;
 - Replaced “Bid Price” with “STFT Bid Percentage” or “STFT Allocation Price” as applicable;
 - Replaced “Bid Floor” with “STFT Bid Floor”;
 - Amended sections 3.3 and 4.1 to incorporate changes to the pricing of STFT service;
 - Removed references to “East-West differential”; and
 - Amended numbering references as necessary to reflect other revisions.
7. Revisions to ECR Toll Schedule:
- Removed references to “commodity” tolls and charges;
 - Removed references to “tolls zones” and replaced with Delivery Areas;
and
 - Added references for new MFP service.
8. Revisions to FT-NR and FT-SN Toll Schedules:
- Removed references to “commodity” tolls and charges; and
 - Amended numbering references as necessary to reflect other revisions.
9. Revisions to ST-SN Toll Schedule:
- Added definitions for “Summer Period”, “ST-SN Allocation Price”, “ST-SN Bid Floor”, “ST-SN Bid Percentage”, “ST-SN Price” and “Winter Period”;

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- Replaced “Bid Price” with “ST-SN Bid Percentage” or “ST-SN Allocation Price” as applicable;
 - Replaced “Bid Floor” with “ST-SN Bid Floor”;
 - Amended sections 3.3 and 4.1 to incorporate changes to the pricing of ST-SN service;
 - Removed references to “East-West differential”; and
 - Amended numbering references as necessary to reflect other revisions.
10. Added MFP Toll Schedule for new MFP service to the Tariff.
11. Revisions to the General Terms and Conditions:
- Added definition for “Delivery Areas”;
 - Added wording “the applicable” to definition for “Daily Demand Toll”;
 - Updated definition to “FT Daily Demand Charge” to include reference to FT service from Empress to KPUC EDA;
 - Removed references to “toll zones” and replaced “Delivery Areas, Tolls Zones and Export Delivery Points” heading with “Delivery Area Boundaries” in Table of Contents and section XX;
 - Removed references to “East-West differential”;
 - Revised “NOVA” to “NGTL”;
 - Replaced “100% Load Factor” with applicable “Daily Demand Toll”;
 - Added references for new MFP service;
 - Removed references to eliminated services ITB, FBT, FST and LT-WFS; and
 - Amended numbering references as necessary to reflect other revisions.
12. Revisions to STS and STS-L Transportation Service Contracts:
- Added references to new MFP service.

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13. Revisions to STFT Transportation Service Contract:
 - Updated Article IV to reflect changes to pricing of STFT service; and
 - Replaced “STFT Bid Price” in Exhibit “A” Addendum with “STFT Bid Percentage”.

 14. Revisions to ECR Transportation Service Contract:
 - Added references for new MFP service.

 15. Revisions to ST-SN Contract:
 - Updated Article IV to reflect changes to pricing of ST-SN service; and
 - Replaced “ST-SN Bid Price” in Exhibit “A” Addendum with “ST-SN Bid Percentage”.

 16. Added MFP Transportation Service Contract for new MFP service to the Tariff.

 17. Removed Transportation Services FBT, FST, ITB and LT-WFS:
 - Removed FBT, FST, ITB and LT-WFS Toll Schedules from the Tariff;
and
 - Removed FBT, FST, ITB and LT-WFS Transportation Service Contracts
from the Tariff.

A black-lined copy of the affected pages of the Mainline Tariff, illustrating the proposed amendments and a clean copy of the affected sections of Mainline Tariff incorporating the proposed amendments are provided in Attachment B5, Tabs 1 and 2, respectively.

Attachment B5
Tab 1
Compliance Filing - Mainline Tariff Amendments
Black-lined Copy

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Effective Date: [•]November 1, 2010	

(new location) <http://www.transcanada.com/customerexpress/891.html>

1. DEFINITIONS

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

- (a) "Accepted Bid" shall be as defined in sub-section 5.4(c);
- (b) "Bid Form" shall mean ~~the Existing or New Capacity~~ the Bid Form set out in "Appendix A" or "Appendix B";
- (c) "Daily Existing Capacity" shall mean all or a portion of the amount of Existing Capacity not allocated pursuant to sub-section 4.4 that is made available for the Daily Existing Capacity Open Season pursuant to sub-section 4.6;
- (d) "Daily Existing Capacity Open Season" shall be as defined in sub-section 4.6(a);
- (e) "Daily Existing Capacity Open Season Bid Form" shall mean the Daily Existing Capacity Open Season Bid Form as set out in "Appendix B";
- (f) "Date of Commencement" for service shall be as defined in the FT, FT-NR, FT-SN, SNB, STS, ~~or STS-L~~, or MFP Contracts as the case may be;
- (g) "Deposit" shall mean the deposit referred to in sub-section 4.2(f) or 5.2(d) as the case may be;
- (h) "Existing Capacity Open Season" shall be defined as in sub-section 4.2(a);
- (i) "Existing Capacity" shall mean all or a portion of System Capacity that is available on System Segments that TransCanada determines in its sole discretion to be available for an Open Season;
- (j) "Existing Service Applicant" shall mean a Shipper or another party that submits either a Bid Form or a Daily Existing Capacity Open Season Bid Form and at the time of submission of such Bid Form is receiving gas transportation service pursuant to a Transportation Service Contract from TransCanada;
- (k) "Facilities Application" shall mean an application pursuant to Part III of the National Energy Board Act for authorization to construct facilities or otherwise obtain New Capacity;
- (l) "Financial Assurances Agreement" shall mean the agreement which sets forth the financial assurances which the Successful Bidder will be required to provide to TransCanada prior to TransCanada's execution of the Transportation Contract for service;
- (m) "Minimum Term" shall mean the minimum term of service required by TransCanada;
- (n) "New Capacity" shall be as defined in sub-section 5.1(a);
- (o) "New Capacity Open Season" shall be as defined in sub-section 5.1(a);

- (p) "New Service Applicant" shall mean a party that submits either a Bid Form or a Daily Existing Capacity Open Season 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 TransCanada;
- (q) "New Service Start Date" shall mean the date the New Capacity may be first offered for service;
- (r) "Notice" shall mean the notice posted on TransCanada's electronic bulletin board, or provided by fax or email;
- (s) "Precedent Agreement" shall be as defined in sub-section 5.4(c) (i);
- (t) "Rejected Offer" shall be defined as in sub-section 5.5(a);
- (u) "Return Period" shall be as defined in sub-section 5.4(c);
- (v) "Service Applicant" shall mean either a New Service Applicant or an Existing Service Applicant;
- (w) "Service Applicant's Acceptance" shall be as defined sub-section 5.4(c);
- (x) "Successful Bidder" shall mean a Service Applicant who has been allocated any New Capacity;
- (y) "System Capacity" shall mean TransCanada's pipeline facilities and TransCanada's contractual entitlement on the pipeline systems of the Great Lakes Gas Transmission Limited Partnership, Union Gas Limited and Trans Quebec and Maritimes Pipeline Inc. that TransCanada relies on to provide firm service;
- (z) "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;
- (aa) "TAPs" shall mean this Transportation Access Procedure;
- (ab) "TransCanada's Offer" shall be as defined in sub-section 5.4(c) (i); and
- (ac) "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.

2. PURPOSE

- 2.1 The purpose of the TAPs is to set forth the process by which TransCanada shall administer requests for service to ensure fair and equitable treatment to all Service Applicants seeking FT, FT-NR, FT-SN, SNB, STS-L, ~~and STS~~, and MFP service with

TransCanada for the transportation of natural gas utilizing TransCanada's System Capacity.

3. APPLICABILITY

3.1 TAPs is applicable to all requests for FT, FT-NR, FT-SN, SNB, STS-L₁ ~~and STS₁~~ and MFP transportation services and to all requests for any increases to the Contract Demand under existing FT, FT-SN, STS-L₁ ~~and STS₁~~ and MFP Contracts or Contract Quantity under existing SNB Contracts 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 TransCanada determines it has Existing Capacity, TransCanada 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 TransCanada 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; ~~and~~
- ~~(e) in the case of MFP, the MFP Blocks and System Segments that TransCanada determines may be available, if any; and~~
- (f) the date(s) the Existing Capacity Open Season will commence and end.

4.2 The Existing Capacity Open Season

- (a) TransCanada shall hold an open season for the Existing Capacity (the "Existing Capacity Open Season") commencing on or about May 5 in each calendar year (unless it has no Existing Capacity). The Existing Capacity Open Season shall be for a period of time determined by TransCanada which shall not be less than

- (ii) \$10,000;
- (g) Notwithstanding sub-section 4.2 (e), if any of the Bid Forms received by TransCanada is for service pursuant to the SNB Toll Schedule, TransCanada shall notify all Service Applicants within 2 Banking Days following the end of the Existing Capacity Open Season.

4.3 Pricing of Existing Capacity

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

4.4 Allocation of Existing Capacity

- (a) At the close of the Existing Capacity Open Season, TransCanada shall rank the submitted Bid Forms and TransCanada shall, subject to sub-Section 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 Bid Form or combination of Bid Forms, with the bid(s) yielding the highest overall product having the highest priority;
 - (I) If a Bid Form is for FT-SN_or MFP 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 Bid Form;
 - (II) If a 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 TransCanada;
 - (ii) Then by the requested Date of Commencement, with the earliest requested Date of Commencement having the highest priority, provided that TransCanada will have no obligation to award any Existing Capacity to a Bid Form with a service to commence two or more years from the close of the Existing Capacity Open Season.
- (b) If two (2) or more Bid Forms or combinations of Bid Forms have the same ranking, determined in accordance with sub-Sections 4.4(a) and the Existing

- (a) If not all Existing Capacity is allocated pursuant to sub-Section 4.4 above, TransCanada will post on each Banking Day on its electronic bulletin board the Daily Existing Capacity for FT, FT-NR, FT-SN, STS-L, ~~or STS~~, or MFP service (the “Daily Existing Capacity Open Season”). The Daily Existing Capacity on any System Segment to be posted will be determined as follows:

Remaining Existing Capacity at Close of Existing Capacity Open Season	Daily Existing Capacity for Daily Existing Capacity Open Season
Greater than or equal to 20,000 GJ/Day	50 percent of remaining Existing Capacity
10,000 to 20,000 GJ/Day	10,000 GJ/Day
Less than 10,000 GJ/Day	100 percent of remaining Existing Capacity

- (b) TransCanada shall post the Daily Existing Capacity on its electronic bulletin board by 16:00 hours CCT on each Day prior to the Day that a Daily Existing Capacity Open Season is held. Daily Existing Capacity will be awarded according to bids received by 09:00 hours CCT.
- (c) TransCanada shall post on its electronic bulletin board a summary of all new operating FT, FT-NR, FT-SN, STS-L, ~~or STS~~, or MFP Contracts entered into that reduce the Daily Existing Capacity, and an explanation of why other changes are made to the Daily Existing Capacity.
- (d) Service Applicants will bid in a Daily Existing Capacity Open Season by submitting a signed Daily Existing Capacity Open Season Bid Form, as well as any financial assurances required by TransCanada. All Daily Existing Capacity Open Season Bid Forms once received by TransCanada shall be deemed to 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.

- (e) TransCanada shall not be obligated to accept any bid if the Service Applicant has not provided Financial Assurances requested by TransCanada on any other transportation agreements between TransCanada and that Service Applicant (including those provided from Existing Capacity, and those which were used to backstop TransCanada New Capacity expansions).
- (f) TransCanada is not obligated to offer Date of Commencement two (2) or more years from the date of the Daily Existing Capacity Open Season. In the case of MFP, the Date of Commencement shall occur within the MFP Commencement Period.
- (g) TransCanada shall not be obligated to accept in any Daily Existing Capacity Open Season any bid for service to start within 5 Banking Days of the date on which the bid is made.
- (h) The Daily Existing Capacity Open Season bids will be evaluated according to the criteria for Existing Capacity Open Season bids as outlined in sub-Section 4.4.
- (i) If a Daily Existing Capacity Open Season Bid Form is accepted by TransCanada, TransCanada shall provide a Transportation Contract to Service Applicant. Service Applicant shall then have 1 Banking Day to execute and return such Transportation Contract.
- (j) TransCanada will not hold a Daily Existing Capacity Open Season under any of the following circumstances:
 - (i) on any Day other than a Banking Day; or
 - (ii) if TransCanada has no Daily Existing Capacity to offer; or
 - (iii) if TransCanada has given notice that it will be holding either an Existing Capacity Open Season pursuant to sub-Section 4.2 hereof, or a New Capacity Open Season pursuant to sub-Section 5.1 hereof. No Daily Existing Capacity Open Season would be held from the date of such notice until after the Existing Capacity Open Season, or the New Capacity Open Season, as the case may be, has concluded, and the requested capacity has been allocated, provided however TransCanada may continue to offer capacity in a Daily Existing Capacity Open Season

APPENDIX "A"

EXISTING OR NEW CAPACITY (excluding MFP and FT-NR)* OR EXISTING CAPACITY
OPEN SEASON BID FORM

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 _____

Allocated Existing Capacity: _____ GJ's/Day

Service Applicant Contact

Name: _____

Address: _____

Telephone: _____ Telecopy: _____

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 TransCanada's Tariff.

Dated this _____ Day of _____, _____.

Service Applicant:

By: _____ By: _____

Title: _____ Title: _____

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

TRANSPORTATION ACCESS PROCEDURE
APPENDIX "B"

DAILY EXISTING CAPACITY OPEN SEASON BID FORM

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___

Allocated Existing Capacity: _____ GJ's/Day

Service Applicant Contact

Name: _____

Address: _____

Telephone: _____ Telecopy: _____

Is this Daily Existing Capacity Open Season Bid Form conditional upon another Daily Existing Capacity Open Season 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:

1. This Bid Form once received by TransCanada 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 TransCanada's Tariff; and
2. Service Applicant shall execute the Transportation Contract within 1 Banking Day from the Day TransCanada provides such Transportation Contract.

Dated this _____ Day of _____, _____.

Service Applicant:

By: _____

By: _____

Title: _____

Title: _____

Signed: _____

Signed: _____

- (c) the availability provisions of subsection 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 Shipper 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 Shipper fails to provide on an ongoing and timely basis to TransCanada 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 TransCanada under the Contract, Shipper 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 TransCanada shall be entitled to immediately suspend service for a quantity up to, and including, the Default Quantity until such time as Shipper remedies the Default. TransCanada 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 TransCanada for service hereunder shall include the demand charge ~~and the commodity charge~~ in effect during the billing month for transportation service and, where applicable, 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 NEB (as set forth in the List of Tolls referred to in Section 11 hereof):

(a) ~~Transportation Service~~ **Demand Charge**

(i) ~~Demand Charge~~

For each month, the demand charge for transportation service shall be equal to the applicable Monthly Demand Toll multiplied by Shipper's Contract Demand. If Shipper'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 Shipper notwithstanding any failure by Shipper during such month, for any

reason whatsoever including force majeure or a default by Shipper under Section 2.1 hereof, to deliver Shipper's Authorized Quantity to TransCanada at the receipt point.

~~(ii) Commodity Charge~~

~~For each month the commodity charge for transportation service shall be equal to the applicable Commodity Toll multiplied by Shipper's Authorized Quantities for transportation service between each authorized receipt point and delivery point or area.~~

(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 Shipper's Contract Demand in effect at each such delivery point. If Shipper'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 Shipper notwithstanding any failure by Shipper during such month, for any reason whatsoever including force majeure or a default by Shipper under Section 2.1 hereof, to deliver Shipper's Authorized Quantity to TransCanada at the receipt point.

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

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

(d) **Fuel**

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

4. MINIMUM BILL

- 4.1 The minimum monthly bill for service hereunder shall be the demand charges determined in Paragraphs 3.1 (a) ~~(i)~~ 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, TransCanada fails to deliver the quantity of gas requested by Shipper up to the Contract Demand, for any reason related solely to TransCanada's operations, including an event of force majeure occurring on any of the pipeline systems of TransCanada, Great Lakes Gas Transmission Company ("GLGT"), Union Gas Limited ("Union") and Trans Québec & Maritimes Pipeline Inc. ("TQM"), 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 TransCanada actually delivered to Shipper on such day, and the quantity of gas which such Shipper in good faith nominated hereunder on such day. If TransCanada refuses to accept deliveries of Shipper's gas or curtails receipts from or deliveries to Shipper 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 Shipper. Notwithstanding the foregoing, if the quantity of gas which TransCanada fails to deliver is the subject of an accepted nomination for a Diversion and/or an Alternate Receipt, then TransCanada 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 ~~4(h)(ii) or 2(h)(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 subsection 5.1 above, the Union Dawn Receipt Point Surcharge payable by Shipper 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 TransCanada actually transported from the Union Dawn Receipt Point on such day and the quantity which such Shipper in good faith nominated for transport on such day.

6. ALTERNATE RECEIPT AND DIVERSION OF GAS

- 6.1 (a) Subject to the provisions herein, Shipper shall have the right to nominate an Alternate Receipt and/or a Diversion under Shipper's Contract in the manner provided herein.
- (b) The aggregate of all nominations for delivery hereunder shall not exceed the Contract Demand under Shippers Contract.
- (c) Shipper shall not be entitled to nominate a Diversion to a delivery point or delivery area which is upstream of the receipt point specified in Shipper's Contract or upstream of the Alternate Receipt point.
- (d) Shipper shall not be entitled to nominate an Alternate Receipt from a receipt point that is upstream of the receipt point specified in Shippers Contract or is downstream of the delivery point or delivery area specified in Shippers Contract.
- (e) 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 Shipper for an Alternate Receipt and/or a Diversion under Shipper's Contract must be received by TransCanada's Gas Control Department in Calgary at the time specified pursuant to Section XXII of the General Terms and Conditions.

6.3 TransCanada 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 TransCanada'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 Shipper or if such Alternate Receipt and /or Diversion would otherwise be immediately curtailed pursuant to Paragraph 4(~~ec~~) or 2(~~e~~) of Section XV of the General Terms and Conditions. TransCanada 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 TransCanada 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 TransCanada shall exercise reasonable efforts to allow

- (b) ~~the applicable Commodity Toll for the quantity of gas delivered after giving effect to the temporary receipt and/or delivery point(s);~~
- (~~e~~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
- (~~d~~c) the Union Dawn Receipt Point Monthly Surcharge, provided however:
- (i) if Shipper 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 Shipper'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 Shipper 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), ~~e~~b) and ~~d~~c) above are payable by Shipper notwithstanding any failure by Shipper during such month, for any reason whatsoever, including force majeure or a default by Shipper under Section 2.1 hereof, to deliver Shipper's Receipt Gas to TransCanada at the temporary receipt point.
- 9.5 Shipper shall pay for or provide, on a daily basis, a quantity of fuel based on the applicable monthly fuel ratio established by TransCanada 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 TransCanada of Shipper'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 Shipper executes an Exhibit "B" to any STS-L Contract, Shipper 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 Shipper 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:
 - (ai) Shipper submits a written request to TransCanada for conversion of a specified FT Contract;
 - (bij) all the availability conditions set out in Section 1 of the FT-SN Toll Schedule have been satisfied; and
 - (eiii) TransCanada 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) Shipper submits a written request during the MFP Bid Period (as defined in the MFP Toll Schedule) to TransCanada for conversion to a MFP Block and System Segment;
 - (ii) all the availability conditions set out in subsection 2.1 of the MFP Toll Schedule have been satisfied;
 - (iii) Shipper requests conversion for the same receipt and delivery points specified in such FT Contract;

- (iv) Shipper's MFP Contract term meets the conditions set out in subsection 3.2 of the MFP Toll Schedule.
- (v) If at the time of conversion the term of the applicable MFP Contract will expire prior to the term of the Shipper's FT Contract, upon expiry of the MFP Contract, the service shall continue under the FT Contract.

11. MISCELLANEOUS PROVISIONS

- 11.1 The General Terms and Conditions and the List of Tolls of TransCanada's Transportation 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 National Energy Board 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.

1. AVAILABILITY

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

- (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 TransCanada (~~the "FT Contract(s)"~~) with a receipt point at Empress, Alberta or in the province of Saskatchewan and such FT Contracts or MFP Contracts have been identified in Shippers STS Contract;
- (b) has entered into a STS Contract having a minimum term of one (1) year with TransCanada 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 TransCanada'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 TransCanada's gas transmission system at the Storage Injection Point(s) and Storage Withdrawal Point (the "other Transporters"); and
- (f) has provided TransCanada with financial assurances as required by TransCanada 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, TransCanada utilizes capacity available from its own gas transmission system and from its firm transportation service entitlement on the Great Lakes Gas Transmission Company system, the Union Gas Limited system, and the Trans Quebec & Maritimes Pipeline Inc. system (the "Combined Capacity"). If a request for service pursuant to this STS Toll Schedule (the "Requested Service") requires an increase to the

Combined Capacity, TransCanada 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; and
- (b) the NEB approves the additional facilities and/or transportation services necessary to increase the Combined Capacity; and
- (c) the availability provisions of subsection 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, Shipper shall be entitled to request service hereunder by placing a nomination with TransCanada. 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 subsection 2.3 hereof and in Sections XI, XIV, and XV of the General Terms and Conditions.

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

- (a) deliveries hereunder by TransCanada to Shipper 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 Shipper under the FT Contracts or the MFP Contracts at the Market Point; and
- (b) if there is more than one Storage Injection Point under Shipper's STS Contract and these Storage Injection Points are also included under any other Shippers' STS and/or STS-L Contracts, deliveries on any day to Shipper at each such Storage Injection Point shall be Shipper's pro rata share of the total STS and STS-L deliveries at each such Storage Injection Point for all STS and STS-L Shippers on such day determined on the basis of the fraction which Shipper's STS nomination bears to the total of the STS and STS-L nominations of all STS and STS-L Shippers, unless TransCanada, Shipper and all the other STS and STS-L Shippers 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 Shipper requests transportation service hereunder for delivery at the Storage Injection Point(s), the terms "delivery point", "receipt point", and "Shipper's Authorized Quantity" in TransCanada's General Terms & Conditions shall mean herein, respectively, the 'Storage Injection Point(s)', 'the Market Point', and 'the quantity of gas which Shipper requests and TransCanada has agreed to deliver to the Storage Injection Point(s) subject to subsection 2.1 hereof (the "Daily Injection Quantity")';
- (b) when Shipper requests transportation service hereunder from the Storage Withdrawal Point to the Market Point, the terms "delivery point", "receipt point", and "Shipper'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 Shipper shall cause to be delivered by the other Transporter to TransCanada 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).

TransCanada 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 Shipper hereunder in excess of Shipper's Contract Demand under the STS Contract shall only be made by TransCanada on a best efforts basis and TransCanada, in its sole discretion, may curtail or interrupt these excess deliveries and the corresponding Shipper'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 Shipper 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 Shipper to TransCanada for service hereunder shall include the demand charge ~~and the commodity charge~~ for transportation service, 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 NEB (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 Shipper's Contract Demand. The said demand charge is payable by Shipper notwithstanding any failure by Shipper during such month, for any reason whatever, including an event of force majeure, to receive or deliver Shipper's full Contract Demand.

~~(b) **Commodity Charge**~~

~~For each month of a Contract Year, the commodity charge payable shall be equal to the Commodity Toll multiplied by the total quantity delivered by TransCanada to Shipper hereunder at:~~

- ~~(i.) the Storage Injection Point(s), if the STS Contract specifies Storage Injection Point(s) located downstream of the Market Point, or~~
- ~~(ii.) the Market Point, if the STS Contract specifies a Market Point located downstream of the Storage Withdrawal Point.~~

(e**b**) **Delivery Pressure Charge**

A delivery pressure charge shall be due if a portion or all of Shipper'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.

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

Each month, Shipper shall pay the Union Dawn Receipt Point Surcharge for service from the Union Dawn Receipt Point.

(ed) **Overrun Charge**

For excess deliveries made pursuant to subsection 2.3 hereof, Shipper shall ~~in addition to the commodity charge provided in subsection 3.1(b) hereof,~~ pay to TransCanada a charge determined by multiplying the applicable Daily Demand Toll by the total of such excess deliveries for such month. For this purpose, the Daily Demand Toll shall be determined by multiplying the applicable Monthly Demand Toll by twelve (12) and dividing the resultant product by the number of days in the Year.

(fe) **Excess Withdrawal Charge**

- i) The "Daily Excess Withdrawal Quantity" shall mean, for any Day, the quantity by which Shipper'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 Shipper to TransCanada. Shipper shall have deemed to have elected April 1, 2003 if TransCanada has not received such election by May 1, 2005; and
 - b. Shipper'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 Shipper pursuant to such Shipper’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 Shipper pursuant to such Shipper’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 Shipper pursuant to FT Contracts or the MFP Contracts and diversion by Shipper 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 Shipper’s STS Contract.

On any Day, the sum of the Daily STFT Quantity and the Daily IT Quantity shall not exceed the Shipper’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 Shipper’s STS Contract

The pro-rata share shall be based on Shipper’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 Shipper shall pay to TransCanada 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 400% lead factor~~ the Daily Demand Toll for FT Toll 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 400% lead factor~~ the Daily Demand Toll for FT service ~~FT Toll~~ from the Storage Withdrawal Point to the Market Point and the ~~400% lead factor~~ STS Toll.

(f) Fuel

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

4. MINIMUM BILL

4.1 The minimum monthly bill for service hereunder shall be the demand charge determined in paragraph 3.1(a) hereof.

5. RENEWAL RIGHTS

5.1 Pursuant to any Contract into which this STS Toll Schedule is incorporated and which Contract has been determined by TransCanada to be serving a long term market, and subject to the following conditions, Shipper shall have the option (the "Renewal Option") of extending the existing term (the "Existing Term") of the Contract for a period of no less than one (1) year (the "Renewal Term") and revising the Contract Demand to a level no greater than the Contract Demand set out in the Contract provided that the following conditions are met:

- (a) TransCanada receives written notice from Shipper of Shipper's election to exercise the Renewal Option which sets out the term and Contract Demand of such renewal (the "Renewal Provisions" no less than six (6) months before the termination date which would otherwise prevail under the Contract; and

- (c) the aggregate Contract Demand, Storage Injection Point(s), Storage Withdrawal Point, and Market Point specified in Shipper's STS-L Contract shall be the same as those specified in the Shipper's STS Contract(s);
- (d) Shipper'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(~~fe~~), 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.

7. DEMAND CHARGE ADJUSTMENTS

- 7.1 If during any Day, TransCanada fails to deliver the quantity of gas requested by Shipper up to the applicable Contract Demand, for any reason related solely to TransCanada's operations, including an event of force majeure occurring on any of the pipeline systems of TransCanada, Great Lakes Gas Transmission Company ("GLGT"), Union Gas Limited ("Union") and Trans Québec & Maritimes Pipeline Inc. ("TQM"), 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 TransCanada actually delivered to Shipper on such Day, and the quantity of gas which such Shipper in good faith nominated hereunder on such Day. If TransCanada refuses to accept deliveries of Shipper's gas or curtails receipts from or deliveries to Shipper 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 Shipper. Provided however:

- a) If the Market Point is downstream of the Storage Injection Point, and if on such Day Shipper'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

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- (a) when Shipper requests transportation service hereunder from the Market Point for delivery to the Storage Injection Point, the terms "delivery point", "receipt point", and "Shipper's Authorized Quantity" in TransCanada's General Terms & Conditions shall mean herein, respectively, the 'Storage Injection Point(s)', 'the Market Point', and 'the quantity of gas which Shipper requests and that TransCanada has agreed to deliver to the Storage Injection Point(s) subject to subsection 2.1 hereof (the "Daily Injection Quantity")';
- (b) when Shipper requests transportation service hereunder from the Storage Withdrawal Point for delivery to the Market Point, the terms "delivery point", "receipt point", and "Shipper's Authorized Quantity" shall mean, respectively, 'the Market Point', 'the Storage Withdrawal Point', and 'the quantity of gas which Shipper requests and TransCanada has agreed to deliver to the Market Point subject to subsection 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 Shipper to TransCanada for service hereunder shall include the demand charge ~~and the commodity charge~~ for transportation service, 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 NEB (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 Shipper's Contract Demand. The said demand charge is payable by Shipper notwithstanding any failure by Shipper during such month, for any reason whatever, including an event of force majeure, to receive or deliver Shipper's full Contract Demand.

~~(b) **Commodity Charge**~~

STS-L TOLL SCHEDULE

~~For each month of a Contract Year, the commodity charge payable shall be equal to the Commodity Toll multiplied by the sum of Shipper's total Daily Injection Quantity and total Daily Withdrawal Quantity for such month.~~

(e)(b) Excess Withdrawal Charge

The "Daily Excess Withdrawal Quantity" shall mean, for any Day, the quantity by which Shipper'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:

Shipper'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 Shipper pursuant to such Shipper'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 Shipper pursuant to such Shipper'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 Shipper'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 Shipper's STS-L Contract.

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The pro-rata share shall be based on Shipper'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 Shipper shall pay to TransCanada 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 100% load factor~~ the Daily Demand Toll for FT service - FT Toll 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 100% load factor~~ the Daily Demand Toll for FT service - FT Toll from the Storage Withdrawal Point to the Market Point and the ~~100% load factor~~ STS-L Toll.

(dc) **Delivery Pressure Charge**

A delivery pressure charge shall be due if a portion or all of Shipper'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.

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

Each month, Shipper shall pay the Union Dawn Receipt Point Surcharge for service from the Union Dawn Receipt Point.

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(fe) Fuel

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

4. MINIMUM BILL

4.1 The minimum monthly bill for service hereunder shall be the demand charge determined in paragraph 3.1(a) hereof.

5 ASSIGNMENT

5.1 Subject to subsection 5.2, any company which shall succeed by purchase, merger or consolidation to the properties, substantially or in entirety, of Shipper or of TransCanada, 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 Shipper or TransCanada 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 Shipper is subject to the following conditions:

- (a) the assignment shall be for the remaining term of the STS-L Contract;
- (b) Shipper shall provide TransCanada 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 TransCanada'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

FIRM SERVICE TENDERED

FST TOLL SCHEDULE

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1. AVAILABILITY

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

(a) has entered into a Firm Service Tendered ("FST") Contract for transportation service with TransCanada having a minimum term of ten years commencing on a November 1 (the "Contract") wherein TransCanada agrees to tender to Shipper during the contract year sufficient capacity (the "ACQ Capacity") to provide for the transportation for Shipper of an annual quantity of gas designated in the Contract as the Annual Contract Quantity or the ACQ and subject to reduction pursuant to Section 2.3 hereof, or has obtained an Order of the NEB pursuant to subsection 71(2) of the National Energy Board Act as amended from time to time (the "71(2) Order") requiring TransCanada to transport gas for Shipper subject to the provisions of this Toll Schedule and to the terms and conditions contained in the 71(2) Order; and

(b) has pipeline facilities interconnecting with TransCanada's facilities at the delivery point(s) specified in the Contract or the 71(2) Order, or has provided TransCanada with adequate assurances that arrangements have been made to have an authorized gas distribution or transmission company act as Shipper's agent in receiving from TransCanada at such delivery points the gas to be delivered pursuant to this Toll Schedule; and

(c) has provided TransCanada with financial assurances as required by TransCanada pursuant to Section XXIII of the General Terms and Conditions of TransCanada's Transportation Tariff as referred to in Section 8.1 hereof (the "General Terms and Conditions").

1.2 Subject to Section 1.3 hereof, the total transportation capacity available for tender to all Shippers under this Toll Schedule is currently limited to the transportation capacity required by TransCanada to transport a quantity of 46,564,200 GJ in the contract year and service shall only be available to the Central and Southwestern Delivery Areas, subject to diversions to other delivery areas pursuant to Article 5 hereof.

1.3 Facilities Construction Policy

~~In order to provide service pursuant to this Toll Schedule, TransCanada utilizes transportation capacity available from its own gas transmission system and from its firm transportation service entitlements on the Great Lakes Gas Transmission Company system and the Union Gas Limited system (the "Combined Capacity"). If a request for service pursuant to this Toll Schedule (the "Requested Service") requires an increase to the Combined Capacity, TransCanada 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; and~~
- ~~(b) the NEB and/or other agencies having jurisdiction approve the additional facilities and/or transportation services necessary to increase the Combined Capacity; and~~
- ~~(c) the availability provisions of Section 1.1 hereof are satisfied with respect to the Requested Service.~~

~~2. APPLICABILITY AND CHARACTER OF SERVICE~~

~~2.1 Forty percent (40%) of the ACQ Capacity shall be designated as the "Winter Capacity". Sixty percent (60%) of the ACQ Capacity shall be designated as the "Summer Capacity". The average daily winter capacity available for transportation shall be determined by dividing the Winter Capacity by the number of days in the Winter Period, and the average daily summer capacity available for transportation shall be determined by dividing the Summer Capacity by the number of days in the Summer Period. For the purposes of this FST Toll Schedule, the "Winter Period" shall be the period from November 1 to March 31 in any contract year, and the "Summer Period" shall be the period from April 1 to October 31 in any contract year.~~

~~If tenders hereunder commence on any day other than a November 1, then the ACQ Capacity for the period from the date of first tender until the next occurring October 31 (the "First Year") shall be determined by multiplying the ACQ Capacity agreed on in the Contract for the first full contract year by a fraction, the numerator of which is the total ACQ Capacity remaining to be tendered in the First Year under all other of TransCanada's then existing FST contracts, and the denominator of which is the total ACQ Capacity in effect under such FST contracts for the contract year commencing the November 1 immediately preceding such date of first tender.~~

- ~~2.2 — Subject to Section 2.10 hereof, the tendering of transportation capacity on a daily basis within the daily, seasonal, and annual limits herein provided and the scheduling of deliveries hereunder between the applicable delivery areas shall be at the sole discretion of TransCanada. TransCanada shall notify Shipper in writing not less than twelve (12) months prior to the commencement of each contract year of TransCanada's best estimate of the percentage of the Winter Capacity and Summer Capacity which TransCanada will make available in the Winter and Summer Periods, respectively, in each delivery area in such contract year.~~
- ~~2.3 — If a Shipper's Contract has a term of three (3) years or more, Shipper shall have the right to revise its ACQ Capacity for any contract year by reducing its ACQ for the contract year by up to ten percent (10%) by giving TransCanada written notice to that effect at least eighteen (18) months prior to the commencement of the contract year.~~
- ~~2.4 — TransCanada may curtail or interrupt at any time the tender of transportation capacity hereunder:~~
- ~~— (i) — for any day by up to fifty percent (50%) of the applicable average daily seasonal capacity calculated pursuant to Section 2.1 hereof, and~~
 - ~~— (ii) — during the period from May 1 to September 30 but for not more than twenty (20) days in any contract year by up to one hundred percent (100%) of the average daily summer capacity calculated pursuant to Section 2.1 hereof;~~
- ~~— PROVIDED that such curtailments or interruptions shall not operate to create cumulative deficiencies in transportation capacity tendered hereunder within any contract year in excess of the following:~~
- ~~— (a) — at any point in time during the Winter Period: an amount of not more than ten percent (10%) of the Winter Capacity; and~~
 - ~~— (b) — at any point in time during the Summer Period: an amount of not more than five percent (5%) of the ACQ Capacity.~~
- ~~2.5 — Notwithstanding Section 2.4 hereof, any curtailments or interruptions of the tender of transportation capacity hereunder shall not operate to create a cumulative deficiency in transportation capacity tendered hereunder at any point in time in excess of nine percent (9%) of the then effective ACQ Capacity and, as of the end of any contract year, such~~

- ~~cumulative deficiency in transportation capacity tendered hereunder shall not be in excess of one percent (1%) of the ACQ Capacity effective in such contract year (the "ACQ Shortfall"). Any ACQ Shortfall shall be completely tendered by TransCanada within the two months immediately following the end of the contract year in which it occurred (the "Deficiency Year") unless otherwise agreed by both TransCanada and Shipper. If the Contract otherwise terminates at the end of a Deficiency Year, the term thereof shall be extended for two months for purposes only of making up any ACQ Shortfall as aforesaid, and any limits as to the minimum amount that TransCanada must tender to Shipper that are otherwise required hereunder are waived.~~
- ~~2.6 On a day to day basis, the extent of curtailment or interruption under Sections 2.4 and 2.5 hereof shall be based on TransCanada's final quantity tendered for delivery that day, whether that be the Daily Tender, revised Daily Tender, or Revised Tender (unless cancelled) of transportation capacity pursuant to Section 4.1 hereof (including any quantities diverted by Shipper under Article 5) and not based on the quantity of gas actually received from or delivered to Shipper by TransCanada; PROVIDED, however, that where a variance between actual deliveries as determined for billing purposes at each month end and Daily Tenders or revised Daily Tenders or Revised Tenders of transportation capacity is a result of TransCanada's operations and not the actions of the Shipper, the actual deliveries of gas to the Shipper at the scheduled delivery points shall determine the extent of curtailment or interruption under Sections 2.4 and 2.5 hereof; PROVIDED that where such an operational variance determined at each month end is within a reasonable operating margin from accepted tenders, Shipper's remedies will be limited to payback of any volumes that are deficient from the accepted tenders.~~
- ~~2.7 Subject to Section 2.5 hereof, TransCanada shall tender capacity hereunder during the contract year sufficient to provide for the transportation of Shipper's ACQ. For the purpose of discharging its obligations to tender capacity hereunder, TransCanada shall be entitled to tender on any day in both delivery areas provided for herein (or to any delivery area or delivery point requested by Shipper pursuant to Article 5 hereof), a capacity not exceeding one hundred and thirty-five percent (135%) of the applicable average daily seasonal capacity calculated pursuant to Section 2.1 hereof; PROVIDED that TransCanada shall not be entitled for such purpose to tender without Shipper's agreement, capacity which would result in the cumulative capacity tendered:~~

- ~~(i) by any day in a seasonal period exceeding the sum of fifteen percent (15%) of the applicable seasonal capacity plus the applicable average daily seasonal capacity calculated pursuant to Section 2.1 hereof multiplied by the number of days elapsed from the beginning of such seasonal period to such day,~~
- ~~(ii) as at the end of any Winter Period exceeding one hundred and ten percent (110 %) of the Winter Capacity for that Winter Period, and~~
- ~~(iii) as at the end of any Summer Period exceeding one hundred and nine percent (109 %) of the Summer Capacity for that Summer Period;~~
- ~~and PROVIDED further that, notwithstanding the foregoing, TransCanada shall not be entitled to tender capacity that, for any contract year as at the end thereof on a total cumulative basis, would exceed one hundred and one percent (101%) of the ACQ Capacity after offsetting any ACQ Shortfall.~~
- 2.8 Shipper shall not be obligated to utilize the capacity tendered by TransCanada pursuant to Section 4 hereof in a delivery area at hourly rates of flow in excess of one hundred and twenty percent (120%) of the average hourly rate based upon the maximum daily quantity that Shipper is obligated to accept or utilize in such delivery area; PROVIDED that TransCanada shall give at least four (4) hours notice to Shipper of any cumulative increase in the hourly flow rate in any delivery area of more than thirty-five percent (35%) from the prevailing hourly flow rate in such delivery area, and PROVIDED that Shipper shall use its best efforts to utilize the capacity tendered at such greater rates of flow on such shorter notice as TransCanada may request.
- 2.9 If, on any day of the contract year, TransCanada tenders and makes available capacity in accordance with the terms hereof up to the maximum daily quantity which it is entitled to tender as provided in Section 2.7, but Shipper fails to deliver to TransCanada at the receipt point or to receive from TransCanada at the delivery point Shipper's authorized gas, then Shipper shall, in addition to the provisions of Section 4.2 hereof, be subject to the provisions of paragraph 2 of Section XXII of the General Terms and Conditions. For this purpose, Shipper's authorized gas shall mean and be the same as Shipper's nomination pursuant to Section 4.1 hereof.
- 2.10 Daily capacity tendered to each Shipper hereunder in each delivery area shall, unless all Shippers and TransCanada otherwise agree, be made in the proportion that each Shipper's ACQ Capacity bears to the sum of all Shippers' ACQ Capacities.

- ~~2.11 — TransCanada agrees not to curtail or interrupt tenders of capacity to Shipper hereunder in order to transport gas under TransCanada's IS Toll Schedule, if transportation under the IS Toll Schedule would interfere with or restrict TransCanada's ability to tender the maximum annual capacity TransCanada is entitled to tender under this Toll Schedule.~~
- ~~2.12 — Shipper shall provide, on an ongoing and timely basis to TransCanada, satisfactory evidence of its right to remove from the province(s) of production the ACQ at daily rates of take equal to one hundred and thirty-five percent (135%) of the applicable average daily seasonal capacity. If Shipper fails to do so, Shipper shall be in default hereunder (the "Default") to the extent of that part of the ACQ not authorized for removal from the province of production as aforesaid (the "Default Quantity"), and TransCanada shall be entitled to immediately suspend service for a quantity equal to the Default Quantity until such time as Shipper remedies the Default. TransCanada 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 by Shipper to TransCanada for transportation service made available at the delivery points set forth in Shipper's Contract in any month hereunder, including any capacity utilized by Shipper in excess of the ACQ Capacity in a given contract year, shall be equal to the applicable toll as approved by the NEB and set forth in the List of Tolls referred to in Section 7.1 hereof (the "List of Tolls") in effect at the time such service is rendered (or where the applicable toll is not set forth in the List of Tolls, the applicable toll as calculated using the methodology approved by the NEB) multiplied by the total quantity actually delivered to Shipper by TransCanada in such month. The toll applicable to the tender of ACQ Shortfall capacity shall be as specified in Section 4.3(c) hereof. The monthly bill payable by Shipper to TransCanada for transportation service made available at delivery points or delivery areas other than those set forth in Shipper's Contract pursuant to Article 5 hereof shall be calculated pursuant to Section 5.4 hereof.~~
- ~~3.2 — Shipper shall also pay to TransCanada monthly a charge for delivery pressure provided that the Contract to which this FST Toll Schedule is applicable includes Dawn as a delivery point. The charge each month shall equal the ACQ divided by the number of days in the contract year multiplied by the Monthly Demand Toll for delivery pressure at Dawn as set out in the List of Tolls. However, if any gas hereunder is transported and~~

~~delivered in the Central Delivery Area (the "CDA Quantity"), this charge shall be reduced by an amount equal to the CDA Quantity during such month multiplied by the Delivery Pressure Daily Demand Toll for Dawn. Shipper shall also pay any applicable delivery pressure charges which become payable in connection with any quantities diverted pursuant to Article 5 hereof, which charges shall be calculated in accordance with Section 5.4 hereof.~~

~~3.3 For each month a Shipper shall provide, on a daily basis, a quantity of fuel based on a monthly fuel ratio to be established by TransCanada.~~

~~4. MINIMUM ANNUAL BILL AND DEFERRAL~~

~~4.1 Prior to 14:00 hours CCT on each day, TransCanada shall furnish Shipper with TransCanada's tender of the transportation capacity that TransCanada will make available to each Shipper in the next day (the "Delivery Day"), specifying the tendered capacity applicable to the receipt point(s) and the delivery point(s) in the scheduled delivery area(s) (the "Daily Tender"), which tender shall include any requested diversions which have been accepted by TransCanada pursuant to Article 5. TransCanada shall advise Shipper in the Daily Tender of any portion that relates to the make-up of the ACQ Shortfall (if any) from the previous contract year (the "Make-up Estimate"). In the event the Daily Tender changes after 14:00 hours CCT as a result of nominations for service received by TransCanada pursuant to Section XXII of the General Terms and Conditions or as a result of the actual performance of shippers pursuant to such nominations, or resulting from variations in the capacity available hereunder as a result of changes in the operational characteristics not expected at the time of the Daily Tender, TransCanada shall furnish Shipper with a revised Daily Tender prior to 17:30 hours CCT.~~

~~Within thirty (30) minutes following receipt of the Daily Tender and the revised Daily Tender (if any) for the Delivery Day, Shipper shall provide TransCanada with Shipper's written nomination, and revised nomination if applicable, setting out that portion of the capacity tendered by TransCanada which Shipper accepts for the applicable receipt point(s) and for the applicable delivery point(s) set forth in the Daily Tender or the revised Daily Tender, as the case may be.~~

~~At other times during a Delivery Day TransCanada may provide a revised Daily Tender of the capacity to be tendered to Shipper for the remainder of that Delivery Day and/or the following Delivery Day (the "Revised Tender"), PROVIDED that the change in the~~

~~capacity tendered to Shipper shall come into effect no earlier than four (4) hours from the time the Revised Tender is provided to Shipper. Shipper shall provide TransCanada within 30 minutes of receipt of the Revised Tender with a written nomination setting out that portion of the revised capacity tendered by TransCanada which Shipper accepts for the applicable receipt point(s) and for the applicable delivery point(s) set forth in the Revised Tender. Shipper shall be under no obligation to accept a Revised Tender unless that Revised Tender is a curtailment under Section XV of the General Terms and Conditions, and if Shipper rejects the Revised Tender, then the Revised Tender shall be cancelled, and the Daily Tender (or previously accepted Revised Tender) shall remain in effect.~~

~~Notwithstanding any above changes in tenders of capacity by TransCanada hereunder during the gas day, Shipper may for that Delivery Day, hold its nominations for deliveries by its suppliers at the Receipt Points constant at the level which corresponds to TransCanada's last tender for the Delivery Day made before 16:00 hours CCT on the immediately preceding day. TransCanada and Shipper will use reasonable efforts to ensure that any resultant imbalance (the "Intransit Quantity") is cleared during the following Delivery Day without exceeding toll schedule limitations.~~

~~For each Delivery Day, TransCanada shall calculate the "Supplemental Charge Quantity" which shall be equal to the amount by which the Daily Tender (or Revised Tender where applicable), including any Make-up Estimate, exceeds Shipper's Quantity, which is defined as the lesser of (i) the quantity of gas that Shipper actually made available to TransCanada at the receipt point(s) plus any Intransit Quantity tendered by TransCanada's Gas Control Department for that gas day notwithstanding any failure by Shipper on such day, for any reason whatsoever including force majeure or a suspension of receipts and deliveries by TransCanada under Section 2.12 hereof, to deliver Shipper's gas to TransCanada at the receipt point(s) and (ii) the quantity of gas that Shipper actually accepted from TransCanada at the applicable delivery point(s) in the scheduled delivery area(s) in the Delivery Day (including quantities diverted pursuant to Article 5 hereof); PROVIDED that if TransCanada tenders and actually makes available a capacity for the Delivery Day which is less than the Daily Tender as revised as aforesaid (or Revised Tender where applicable) including any Make-up Estimate then the Supplemental Charge Quantity for the Delivery Day shall be the amount by which the available capacity exceeds Shipper's Quantity. TransCanada shall notify Shipper when rendering the monthly bill hereunder of the Supplemental Charge Quantity for each day~~

- during the preceding month. When TransCanada's Daily Estimate includes a Make-up Estimate, then the capacity first used by Shipper on such day will be taken as meeting the Make-up Estimate. If the actual capacity utilized by Shipper on any day is less than the Make-up Estimate then this difference shall be the "Make-up Supplemental Charge Quantity" for such day.
- 4.2 After the end of each contract year Shipper shall pay TransCanada a supplemental amount equal to the sum of the Supplemental Charge Quantities for each day of such year less any Make-up Supplemental Charge Quantities in such year and plus any Make-up Supplemental Charge Quantities in the following year calculated pursuant to subsection 4.1 hereof, multiplied by an amount (the "Supplemental Charge") determined by subtracting the weighted average Firm Service Commodity Toll for such year from the weighted average FST Commodity Toll for such year, both tolls as approved by the NEB. For each contract year, the "weighted average" of a toll shall be the quotient of the sum of the products obtained by multiplying each of the Supplemental Charge Quantities for each day by such toll in effect on such day divided by the total Supplemental Charge Quantity for such year. The supplemental amount shall be due and payable at the same time as the regular monthly bill for the last month of such contract year unless at the end of such contract year there was an ACQ Shortfall. In such case the supplemental charge quantity shall be due and payable at the same time as the regular monthly bill for the month in which the shortfall has been completely made up.
- 4.3 Shipper may elect by written notice to TransCanada to defer a portion of the ACQ Capacity ("Shipper's Deferral") to the following contract year, PROVIDED that Shipper's Deferral has not been tendered already to Shipper. TransCanada shall tender Shipper's Deferral in the following contract year pursuant to the following conditions:
- (a) The tendering and delivery by TransCanada of the make-up quantities in the subsequent year shall have the lowest priority of service of all of the classes of service under TransCanada's Transportation Tariff and TransCanada shall not be obligated to tender any portion of Shipper's Deferral ("Shipper's Make-up") if in its sole discretion it would have insufficient capacity to meet TransCanada's other commitments.
 - (b) Shipper shall pay the Supplemental Charge on Shipper's Deferral in effect during the contract year from which the quantities were deferred as if Shipper's Deferral were included as part of the Supplemental Charge Quantities for such year.

~~(c) In addition, Shipper shall pay at the time any Shipper's Make-up is transported, a commodity charge equal to TransCanada's marginal cost of transporting Shipper's Make-up, based on the appropriate cost components then approved by the NEB, multiplied by the quantity of Shipper's Make-up transported. If the toll for FST service is unchanged at the time the Shipper's Make-up is transported (but only within the same toll year as the finish of the contract year from which the Shipper's Deferral was made) from the FST Toll which was in place at the finish of the contract year from which the Shipper's Deferral was made, then the marginal cost of transporting Shipper's Make-up shall be deemed to be equal to FST commodity charge less the Supplemental Charge.~~

~~5. DIVERSION OF GAS~~

~~5.1 (a) Subject to the provisions herein, Shipper shall have the right to request a diversion under Shipper's Contract in the manner provided herein.~~

~~(b) Shipper shall not be entitled to request a diversion which would cause the actual flow of gas on any segment of TransCanada's integrated pipeline system (including three segments comprised of TransCanada's maximum transportation entitlements under transportation agreements with Great Lakes Gas Transmission, L.P., Union Gas Limited and Trans Quebec and Maritimes Pipeline Inc.) to exceed the capacity of the affected segment.~~

~~(c) Shipper shall not be entitled to request a diversion to a delivery point or delivery area which is upstream of the receipt point(s) specified in Shipper's Contract.~~

~~(d) Shipper shall not be entitled to request a diversion for a quantity greater than 50% of the average daily winter capacity during the Winter Period. Requests for diversions during the Summer Period shall be subject to the quantity to be tendered by TransCanada on each day and shall be at TransCanada's sole discretion, but in any event shall not be greater than 50% of the average daily summer capacity.~~

~~(e) For the purpose of Section XVI of the General Terms and Conditions, diversions shall be equivalent to service under an STS Contract.~~

~~5.2 Any request by Shipper for a diversion under Shipper's Contract shall be made pursuant to Section XXII of the General Terms and Conditions.~~

~~5.3 — TransCanada shall have the right to not accept a request made pursuant to Section 5.2 hereof or to accept only a portion of the quantity so requested if the diversion requested would negatively impact TransCanada'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 diversion requested by Shipper or if such diversion would otherwise be immediately curtailed pursuant to Paragraph 1(d) or 2(d) of Section XV of the General Terms and Conditions. TransCanada shall have the right to curtail diversions in accordance with Section XV of the General Terms and Conditions.~~

~~5.4 — (a) — Shipper shall pay TransCanada for diversions to delivery points or delivery areas other than those set forth in Shipper's Contract (the "Diverted Capacity") an amount each month equal to the total of the product(s) obtained by multiplying the Diverted Capacity at each such delivery point or delivery area during such month by a toll corresponding to the greater of:~~

~~————— (i) — the sum of the FT Daily Demand Toll plus the FT Commodity Toll for the delivery point or delivery area to which the gas was diverted, less the Total FST Differential, and~~

~~————— (ii) — the Eastern Zone FST Toll.~~

~~————— Notwithstanding the foregoing, Shipper shall pay TransCanada for diversions to the St. Clair export delivery point an amount equal to the product obtained by multiplying the Diverted Capacity at the St. Clair export delivery point by the Eastern Zone FST Toll.~~

~~————— (b) — Shipper shall provide fuel to TransCanada based on the fuel gas ratio applicable at the delivery point to which the gas was diverted.~~

~~————— (c) — If the gas is diverted hereunder to a Delivery Point at which a delivery pressure charge has been approved by the NEB and no delivery pressure charge exists for the delivery point specified in Shipper's Contract, then Shipper shall pay TransCanada, in addition to the charges provided above, an amount equal to the applicable Delivery Pressure Toll multiplied by Shipper's total diversion quantities 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 Shipper's Contract, then Shipper shall pay TransCanada, in addition to the delivery pressure charge described in Section 3.2 above, an amount (a "Point~~

~~Diversion Delivery Charge") equal to the product obtained by multiplying Shipper'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 Shipper'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 Section 3.2 above.~~

~~6. ASSIGNMENT~~

~~6.1 Any company which shall succeed by purchase, merger or consolidation to the properties, substantially or in entirety, of Shipper or of TransCanada, 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. Either Shipper or TransCanada may, without relieving itself of its obligations under any such Contract (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 ACQ Capacity shall entitle such distributor to any further reduction in its ACQ Capacity.~~

~~6.2 Assignments at a discount negotiated between assignors and assignees are permitted, provided that the approved toll continues to be paid to TransCanada.~~

~~6.3 Save as herein provided, assignments of any Contracts into which this Toll Schedule is incorporated are expressly prohibited.~~

~~7. RENEWAL RIGHTS~~

~~7.1 Pursuant to any Contract into which this FST Toll Schedule is incorporated and which Contract has been determined by TransCanada to be serving a long term market, and subject to the following conditions, Shipper shall have the option (the "Renewal Option")~~

~~of extending the existing term (the "Existing Term") of the Contract for a period of no less than one (1) year (the "Renewal Term") and revising the ACQ to a level no greater than the ACQ set out in the contract (the "Renewal ACQ") provided that the following conditions are met:~~

- ~~———— (a) ——— TransCanada receives written notice from Shipper of Shipper's election to exercise the Renewal Option which sets out the term and ACQ of such renewal (the "Renewal Provisions") no less than six (6) months before the termination date which would otherwise prevail under the Contract; and~~
- ~~———— (b) ——— Shipper supplies TransCanada at the time of such notice with evidence satisfactory to TransCanada that Shipper meets the availability provisions of this FST Toll Schedule in respect of the Renewal Provisions prior to the commencement of the Renewal Term.~~

~~———— TransCanada may accept late notice of Shipper's election to exercise the Renewal Option if TransCanada, in its sole discretion, determines that TransCanada will have the required capacity available after providing capacity for all of TransCanada's obligations pursuant to prior outstanding requests from Shipper and/or others, such that the renewal will not adversely affect TransCanada's system operations and that all of the costs for providing this service will be covered by TransCanada's tolls.~~

~~7.2 ——— PROVIDED that TransCanada has either received timely notice as provided in Section 6.1(a) above from Shipper of Shipper's election to exercise the Renewal Option, or accepted late notice from Shipper of his election to exercise the Renewal Option, and PROVIDED that Shipper has met the availability provisions of the FST Toll Schedule in respect of the Renewal Provisions, the Contract shall be amended as follows:~~

- ~~———— (a) ——— the Annual Contract Quantity 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 ——— Shipper 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.~~

8. MISCELLANEOUS PROVISIONS

8.1 The General Terms and Conditions and the List of Tolls of TransCanada's Transportation 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 National Energy Board Act or any other legislation passed in amendment thereof or substitution therefor.

IT TOLL SCHEDULE

~~TransCanada shall have the sole discretion to set the~~ The "IT Floor Price" for Interruptible Transportation service under this IT Toll Schedule. ~~The IT Floor Price shall equal 4.40 times the 100% load factor daily equivalent of the~~ The IT Floor Price shall equal 4.40 times the 100% load factor daily equivalent of the price determined and posted by TransCanada from time to time on TransCanada's website. ~~IT Toll for service over the applicable path~~ 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 ~~will be no~~ shall not be less than the IT Floor Price ~~ever for the applicable path~~ System Segment.

~~Nominations for available IT Service from receipt points in Alberta and Saskatchewan to and including all points in the Saskatchewan Zone, the Manitoba Zone, the Western Zone, and to all export points at Emerson and Spruce, Manitoba (collectively, "Western Service") for purposes of evaluation, shall have added to their IT Nomination Price, the "East/West Differential", which is defined as the sum of the difference between Eastern Zone and Manitoba Zone costs for the following items:~~

- ~~(a) the increment of the percentage of marginal fuel costs in excess of the percentage of average fuel costs over the twelve (12) month period immediately preceding the date that tolls become effective, priced at the average Empress border spot price for the preceding twelve (12) month period, as published in *Canadian Gas Price Reporter* or, if such publication ceases to exist, such other reporting service as TransCanada may deem appropriate, where the incremental marginal fuel cost in the Eastern Zone is for the Great Lakes Gas Transmission Company/Union Gas Limited route only ; and~~
- ~~(b) the net of applicable Great Lakes Gas Transmission Company system overrun costs, based on the approved rates and estimated refund;~~
- ~~(c) the applicable overrun costs on the Union Gas Limited system, based on approved rates; and~~
- ~~(d) the applicable commodity toll then in effect from Empress, Alberta.~~

IT TOLL SCHEDULE

~~(e) All nominated toll levels are based on the load factors discussed above, however, the nominations are evaluated on a maximum net revenue per unit basis.~~

2.2 Request for Available Interruptible Transportation Service

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

2.3 Forecasting of Available Interruptible Service

TransCanada shall notify the Shipper, in the manner set forth in the Contract or by inclusion in TransCanada's ShipperNews monthly newsletter and/or electronic bulletin board, of TransCanada's estimate of the quantity of available Interruptible Transportation Service which TransCanada expects to be able to render to Shippers 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 this subsections 2.4, 2.6 and 2.7 hereof. In addition to the information required from Shippers 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 Shipper.

A Shipper 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 TransCanada through its electronic bulletin board at the time specified pursuant to Section XXII of the General Terms and Conditions. TransCanada shall not accept nominations by fax unless TransCanada's electronic bulletin board and EDI systems are inoperative.

(b) Allocation of Interruptible Service

Subject to the provisions set out in this IT Toll Schedule, TransCanada 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. ~~For the purpose of evaluating nominations and authorizing available Interruptible Transportation service, the East/West Differential will be added to each nomination for Western Service to determine the applicable nominated toll level.~~

2.5 Notification to Shippers of Allocated Available Interruptible Transportation Service

TransCanada shall post, via TransCanada's electronic bulletin board 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 Shipper shall confirm its intention to use the transportation service authorized by TransCanada either by allowing its original nomination to stand, if the full nominated quantity has been authorized by TransCanada, or by renomination, if only a portion of the nominated transportation service is authorized by TransCanada. If Shipper fails to renominate the available quantity within one hour after Shipper has been notified of the authorized quantity, Shipper shall be deemed to have renominated the available quantity.

A Shipper may include as part of its nomination, a minimum quantity that will be acceptable to the Shipper. In the event that TransCanada cannot authorize at least the minimum quantity specified by the Shipper in its nomination, no service will be authorized to that Shipper under that nomination.

Shippers 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.

~~The bill payable each month under this subsection 4.1 by Shipper to TransCanada for Interruptible Transportation service will be reduced by the sum of the following amounts calculated, for each of Shipper's FT, STS and STS-L contracts in such month:~~

~~a) for each FT Contract with a receipt point in Alberta or Saskatchewan, an amount calculated as follows:~~

~~**A x B**~~

~~Where: "A" = the quantity of unutilized FT capacity for such FT Contract for such month, less any quantity for such month for which a demand charge adjustment was made pursuant to subsection 5.1 of the FT Toll Schedule; and~~

~~"B" = the IT Floor Price for such FT Contract path, less the FT Commodity Toll for such path.~~

~~b) for each FT Contract that is not a FT Contract referred to in subsection 4.1(a) with a receipt point at a Common Location, an amount calculated as follows:~~

~~**C x D x E**~~

~~Where:~~

~~"C" = the quantity of unutilized FT capacity for such FT Contract for such month, less any quantity for such month for which a demand charge adjustment was made pursuant to subsection 5.1 of the FT Toll Schedule;~~

~~"D" = for such Common Location the lesser of:~~

~~(i) 1; or~~

~~(ii) F/G;~~

~~Where:~~

IT TOLL SCHEDULE

~~“F” = the aggregate Contract Demand of all of Shipper’s FT Contracts referred to in subsection 4.1(a) that have a delivery point or area, at such Common Location, provided such FT Contracts have not been suspended, terminated, or have had a delivery point shift;~~

~~“G” = the aggregate Contract Demand of all of such Shipper’s FT Contract(s) that is(are) not a FT Contract(s) referred to in subsection 4.1(a) and with a receipt point at such Common Location; and~~

~~“Common Location” shall mean:~~

- ~~1. an export point where gas can both be delivered and received;~~
- ~~2. a domestic point where gas can both be delivered and received; or~~
- ~~3. the delivery area to which gas is delivered to and a point where such gas can be received within such delivery area.~~

~~“E” = the IT Floor Price for such FT Contract path, less the FT Commodity Toll for such path.—~~

~~e) for each of Shipper’s STS and STS-L Contract an amount for such month equal to the sum of the daily amounts for such month calculated as follows:~~

~~H x I~~

~~Where:~~

~~“H” = the quantity of unutilized STS or STS-L capacity for such STS or STS-L Contract for such month less any quantity for such month for which a demand charge adjustment was made pursuant to the STS or STS-L Toll Schedule.~~

~~“I” = the difference between 1.1 times the 100% load factor STS or STS-L Toll and the STS and STS-L Commodity Toll~~

~~Provided however:~~

IT TOLL SCHEDULE

- 1) ~~For STS and STS-L Contracts where the Market Point is downstream of the Storage Injection Point, if on any Day Shipper's Cumulative Storage Balance is not greater than zero, or the Day is within the summer period, then the amount on such day shall be zero;~~
- 2) ~~For STS and STS-L Contracts where the Market Point is upstream of the Storage Injection Point, the amount on such Day shall be zero for any Day within the winter period.~~

~~Provided, however, that the monthly bill payable by Shipper under this subsection 4.1 shall be at least equal to the quantity of gas delivered for each of Shipper's IT Contract paths for the month, multiplied by the FT Commodity Toll for such IT Contract path.~~

- 4.2 Shipper shall also pay monthly to TransCanada 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 NEB (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 ~~Commodity~~ Daily Demand Toll and the total of the Shipper'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, Shipper shall pay the Union Dawn Receipt Point Surcharge for service from the Union Dawn Receipt Point.
- 4.4 Shipper shall also pay monthly to TransCanada any penalty arising from the provisions set out in subsection 3.1 above.
- 4.5 Penalty revenue received by TransCanada pursuant to subsection 4.3 above, shall be included in the Interruptible Transportation Service revenue disposition.
- 4.6 For each month, a Shipper shall provide, on a daily basis, a quantity of fuel based on a monthly fuel ratio to be established by TransCanada.

**INTERRUPTIBLE TRANSPORTATION BACKHAUL
TOLL SCHEDULE**

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1. DEFINITIONS

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

- (a) "Excess Capacity" shall have the meaning attributed to it in subsection 3.2;
- (b) "ITB" shall mean Interruptible Transportation Backhaul;
- (c) "ITB Contract" shall have the meaning attributed to it in subsection 2.1(a);
- (d) "Shipper Nomination" shall have the meaning attributed to it in Section 1 of Section XXII of the General Terms and Conditions of TransCanada's Tariff.

2. AVAILABILITY

2.1 Any Shipper shall be eligible to receive service pursuant to this Toll Schedule provided such Shipper

- (a) has entered into an interruptible backhaul service contract (the "ITB Contract") with TransCanada or, has obtained an Order of the NEB, pursuant to subsection 71(2) of the National Energy Board Act as amended from time to time ("71(2) Order"), requiring TransCanada to transport natural gas for Shipper subject to the provisions of this Toll Schedule and to the terms and conditions contained in the 71(2) Order; and
- (b) has pipeline facilities interconnecting with TransCanada's facilities at the delivery point(s) nominated pursuant to the provisions of the ITB Contract, or has provided TransCanada with adequate assurances that arrangements have been made to have an authorized natural gas distribution or transmission company act as Shipper's agent in receiving from TransCanada the natural gas to be delivered pursuant to this Toll Schedule; and
- (c) has pipeline facilities interconnecting with TransCanada's facilities at the receipt point(s) nominated pursuant to the provisions of the ITB Contract, or has provided TransCanada with adequate assurances that arrangements have been made to have an authorized natural gas distribution or transmission company act as Shipper's agent in delivering to TransCanada the natural gas to be delivered pursuant to this Toll Schedule; and

- ~~(d) provides on an ongoing and timely basis to TransCanada satisfactory evidence of its right to remove from the jurisdiction of production, origin and/or storage (as the case may be), and its right to import and/or export (as may be applicable), all or any part of the quantities of natural gas to be transported by TransCanada under the ITB Contract or the 71(2) Order; and~~
- ~~(e) has provided TransCanada with financial assurances as required by TransCanada pursuant to Section XXIII of the General Terms and Conditions referred to in Section 5 hereof.~~

~~3. APPLICABILITY AND CHARACTER OF SERVICE~~

- ~~3.1 Service hereunder shall be subject to curtailment or interruption at any time that TransCanada determines in its sole discretion that deliveries hereunder would in any way interfere with or restrict TransCanada's ability to make deliveries of natural gas under any and all transportation services having a higher priority on TransCanada's system pursuant to Section XV of the General Terms and Conditions than the service requested hereunder, or any time that Shipper fails to comply, to TransCanada's satisfaction, with the conditions referred to in paragraphs 2.1 (b), (c), (d) or (e) herein.~~
- ~~3.2 On each day during the term of the ITB Contract Shipper shall be entitled to request service hereunder ("Shipper Nomination"). Nominations for service shall be made pursuant to Section XXII of the General Terms and Conditions with the exception that TransCanada's Gas Control Department must be in receipt of nominations for service hereunder at the time specified pursuant to Section XXII of the General Terms and Conditions. Shipper, when submitting a backhaul nomination, shall include in writing, the effective start and end time for the requested service.~~

~~On each day that Shipper makes a nomination for service hereunder TransCanada shall advise Shipper as to the quantities which TransCanada expects to be able to deliver for Shipper for the day for which service is being requested. If the capacity remaining available in TransCanada's system on such day, as determined by TransCanada in its sole discretion after having made provision for deliveries on such day of natural gas under all services having a higher priority on TransCanada's system pursuant to Section XV of the General Terms and Conditions (the "Excess Capacity") than the service provided hereunder, is insufficient to provide for delivery of all Shippers' nominated quantities, then the quantity available for each Shipper nominating service hereunder~~

~~shall not exceed Shipper's allocated share of the Excess Capacity for such day. Shipper's allocated share of Excess Capacity on such day shall be the product of Excess Capacity on such day multiplied by a fraction the numerator of which shall be Shipper's nomination of such day, and the denominator of which shall be the total of all Shipper nominations for such day, under all ITB Contracts incorporating this Toll Schedule.~~

~~3.3 Notwithstanding Section XXII of the General Terms and Conditions each Shippers' authorized quantity hereunder shall be deemed to be equal to the quantity available for each such Shipper. Shipper shall not be entitled to submit a revised nomination after being advised of the quantity available unless such revised nomination reduces Shipper's nomination to zero (0).~~

~~4. MONTHLY BILL~~

~~4.1 The monthly bill payable by Shipper to TransCanada for transportation service hereunder shall be equal to the applicable toll as approved by the NEB (as set forth in the List of Tolls referred to in Section 5 hereof) multiplied by Shipper's total Authorized Quantity for the month to which this bill relates.~~

~~4.2 Shipper shall also pay monthly to TransCanada a charge for delivery pressure when deliveries hereunder are made to a delivery point at which a charge for delivery pressure has been approved by the NEB; provided however, no delivery pressure charge shall be payable when both of the following circumstances apply:~~

~~(a) the delivery is made pursuant to a ITB Contract where gas is to be received from and delivered to the same point; and~~

~~(b) a delivery pressure charge has been assessed in connection with a TransCanada transportation service contract under which the gas was originally transported to the delivery point.~~

~~The monthly delivery pressure charge at each such delivery point shall be the product of the applicable daily equivalent Delivery Pressure Demand Toll and the total of Shipper's Authorized Quantity delivered hereunder to such delivery point for each day 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, Shipper shall pay the Union Dawn Receipt Point Surcharge for service from the Union Dawn Receipt Point.~~

~~4.4 Each month, Shipper shall provide, on a daily basis, a quantity of fuel for service from the Union Dawn Receipt Point, based on a monthly fuel ratio to be established by TransCanada from time to time.~~

~~5. MISCELLANEOUS PROVISIONS~~

~~5.1 Notwithstanding anything in Section XIV of the General Terms and Conditions to the contrary, and in addition to charges that TransCanada may assess under Section XXII of the General Terms and Conditions and the toll to be paid by Shipper pursuant to Section 4 of this Toll Schedule, Shipper shall hold TransCanada harmless for all losses, expenses, monetary or other damages, and costs of any kind incurred by TransCanada or for which TransCanada becomes liable to Shipper's agents or any third party hereto, due to failure of Shipper or Shipper's agents to deliver to TransCanada an amount of natural gas at the receipt point(s) specified in the ITB Contract, equivalent to that delivered by TransCanada to Shipper.~~

~~5.2 The General Terms and Conditions and the List of Tolls of TransCanada's Transportation 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.~~

~~5.3 This Toll Schedule, the List of Tolls and the General Terms and Conditions are subject to the provisions of the National Energy Board Act or any other legislation passed in amendment thereto or substitution thereof.~~

STFT TOLL SCHEDULE

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 subsection 2.3;
- (b) "Block Period" shall have the meaning attributed to it in subsection 2.3;
- (c) ~~"East/West Differential" shall have the meaning attributed to it in subsection 3.3(c)(iii);~~
- (d) "Maximum Daily Quantity" shall mean for any shipper the Maximum Daily Quantity set out on such shipper's bid or the Maximum Daily Quantity as amended by TransCanada pursuant to subsection 3.3(d);
- (e) "Minimum Daily Quantity" shall mean for any shipper the Minimum Daily Quantity set out on such shipper's bid;
- (f) "Posting Period" shall have the meaning attributed to it in subsection 3.2;
- (g) "Remaining Capacity" shall have the meaning attributed to it in subsection 2.3;
- (h) "Service Period" shall have the meaning attributed to it in subsection 2.3;
- (i) "STFT" shall mean Short Term Firm Transportation;
- (j) "Summer Period" shall mean the period of time from April 1 of a calendar year to October 31 of the same calendar year;
- (k) "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;
- (l) "STFT Bid Floor" shall have the meaning attributed to it in subsection 3.3(b);
- (m) "STFT Bid PricePercentage" shall have the meaning attributed to in subsection 3.3(b);
- (n) "STFT Contract" shall have the meaning attributed to it in subsection 2.1(a);
- (o) "STFT Price" shall have the meaning attributed to it in subsection 4.1;
- (p) "System Capacity" shall mean TransCanada's pipeline facilities and TransCanada's contractual entitlement on the pipeline systems of the Great Lakes Gas Transmission Limited Partnership, Union Gas Limited and Trans Quebec and Maritimes Pipeline Inc.;
- (q) "System Segment" shall have the meaning attributed to it in subsection 2.3;

STFT TOLL SCHEDULE

(g) “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 Shipper shall be eligible to receive service pursuant to this STFT Toll Schedule provided such Shipper:

- (a) has entered into a Short Term Firm Transportation service contract (the “STFT Contract”) with TransCanada or has obtained an Order of the NEB, pursuant to subsection 71(2) of the National Energy Board Act, as amended from time to time (“71(2) Order”), requiring TransCanada to transport gas for Shipper subject to the provisions of this STFT Toll Schedule and to the terms and conditions contained in the 71(2) Order; and
- (b) has provided TransCanada with financial assurances as required by TransCanada 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, TransCanada utilizes capacity available from its System Capacity. It is understood that TransCanada shall not construct additional facilities for the purpose of providing service hereunder.

2.3 Capacity Available for STFT

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

Remaining Capacity made available for Shippers under this STFT Toll Schedule shall be offered in respect of certain segments of TransCanada'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

STFT TOLL SCHEDULE

TransCanada shall post Available Short Term Capacity for a period of 5 Banking Days (the "Posting Period"). If some or all of the Available Short Term Capacity has not been allocated at the end of a Posting Period, TransCanada 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, TransCanada shall allocate Available Short Term Capacity among Shipper bids received by TransCanada.

The Available Short Term Capacity shall be posted on TransCanada's electronic bulletin board and web site as follows:

- (a) During the period of January 1-15 for the Summer Period (~~April 1 to October 31~~) and during the period of July 1-15 for the Winter Period (~~November 1 to March 31~~);
- (b) During the period of January 16-31 for the individual monthly blocks of the Summer Period (~~April 1 to October 31~~) and during the period of July 16-31 for the individual monthly blocks of the Winter Period (~~November 1 to March 31~~);
- (c) If Available Short Term Capacity is not posted on a daily basis, TransCanada will post Available Short Term Capacity on or before the 7th day of each month; or
- (d) At any time TransCanada 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) Shipper Bids

For each combination of System Segment and Service Period in which Shipper wishes to request service under this STFT Toll Schedule, Shipper shall submit a written bid to TransCanada's Contracts and Billing Department by telecopier or through TransCanada's electronic bulletin board during the bid period. No Shipper bid shall be accepted by TransCanada if received after the bid deadline specified in the posting of Available Short Term Capacity. Each Shipper 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 Shipper.

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Each Shipper bid shall contain the following information:

- Shipper name and address
- Shipper contact, telephone number and telecopier 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 ~~Price~~ determined pursuant to subsection 3.3 (b)
- A statement whether such bid is conditional on another STFT bid being accepted by TransCanada

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

(b) **STFT Bid Percentage**

~~Bids for Available Short Term Capacity shall be expressed in Canadian dollars and cents per GJ per day (\$CDN/GJ/day).~~

The bid floor for Available Short Term Capacity under this STFT Toll Schedule shall be a percentage determined by TransCanada in its sole discretion and posted by TransCanada from time to time on TransCanada'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

STFT TOLL SCHEDULE

time service is provided for the Service Period and/or Block Period determined by TransCanada.

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~~400% Load Factor FT Toll for the applicable System Segment listed in the List of Tolls referred to in Section 7 hereof in effect at the time the bids are received by TransCanada (each a "Bid Price~~STFT Bid Percentage") ~~for service pursuant to the STFT Toll Schedule.~~

~~Provided however, if the NEB has approved a new FT Toll and the Shipper is requesting STFT service commencing on or after the effective date of the new FT Toll, then Shipper's Bid Price shall not be less than the 100% Load Factor of the new FT Toll. If TransCanada has a rolling daily Short Term Capacity posting in effect then Shipper may bid the new FT Toll on the second Banking Day following the date of the NEB approval of such new FT Toll.~~

Bids for Available Short Term Capacity must identify the System Segment offered by TransCanada for which the Shipper is bidding. The Shipper'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 TransCanada shall be allocated among Shipper bids pursuant to this STFT Toll Schedule and Shipper bids pursuant to the ST-SN Toll Schedule. For purposes of allocation hereunder the ST-SN Bid 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 subsections 3.3(c)(ii) ~~and (iii)~~, for all Shipper bids for System Segments which compete for the same capacity and:
 - A. have the same Service Period, TransCanada shall rank Shipper bids in descending order from the highest to lowest ~~Bid Price~~STFT Allocation Price and TransCanada shall allocate

STFT TOLL SCHEDULE

Available Short Term Capacity to the Shipper bids resulting in the highest aggregate transportation revenue; or

- B. have a different Service Period, for each different Service Period, TransCanada shall rank Shipper bids Available Short Term Capacity in descending order from the highest to lowest Bid Price ~~STFT Allocation Price~~ and TransCanada shall allocate Available Short Term Capacity to the Shipper bids resulting in the highest aggregate transportation revenue.

- (ii) If 2 or more Shipper 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 Shipper bids, the Available Short Term Capacity shall be allocated pro-rata among such Shipper bids.

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

- ~~(iii) For the purpose of evaluating Shipper bids and allocating Available Short Term Capacity, TransCanada shall add the east/west differential (the "East/West Differential") to all Shipper bids for Western Service, which shall be determined as the sum of the difference between Eastern Zone and Manitoba Zone costs for the following items:~~

- ~~A. the increment of the percentage of marginal fuel costs in excess of the percentage of average fuel costs over the twelve (12) month period immediately preceding the date that tolls become effective, priced at the average Empress border spot price for the preceding twelve (12) month period, as published in *Canadian Gas Price Reporter* or, if such publication ceases to exist, such other reporting service as TransCanada may deem appropriate, where the incremental marginal fuel cost in the Eastern Zone is for the northern route of the TransCanada system only; and~~

STFT TOLL SCHEDULE

~~B. the applicable commodity toll then in effect from Empress, Alberta.~~

(d) **Notification to Shippers**

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

4. MONTHLY BILL

4.1 Transportation Service

The monthly bill payable by Shipper to TransCanada for transportation service hereunder shall be equal to the ~~STFT Bid Price Percentage (\$CDN/GJ/day)~~ 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 Shipper's STFT allocated Maximum Daily Quantity and the number of days of STFT Service during the month. These transportation service charges are payable by Shipper notwithstanding any failure by Shipper during such month, for any reason whatsoever, including force majeure or Default by Shipper under subsection 3.1 hereof, to deliver Shipper's Receipt Volume to TransCanada at the receipt point.

4.2 Delivery Pressure Service

Shipper shall also pay monthly to TransCanada 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 NEB (and set forth in the List of Tolls referred to in Section 8 hereof). The monthly delivery pressure charge at each such delivery point

1. AVAILABILITY

1.1 A Shipper shall be eligible to receive service pursuant to this ECR Toll Schedule provided that Shipper:

- (a) is party or an assignee under a Temporary Assignment (as defined in the Enhanced Capacity Release Service Contract) to a firm transportation service contract or a Multi-Year Fixed Price service contract with TransCanada with a delivery point(s) in the Central and Eastern Toll Zone Delivery Areas or having a delivery point located on the international border between Canada and the United States downstream of St. Clair, Michigan (the "FT Contract" or the "MFP Contract"); and
- (b) has entered into an Enhanced Capacity Release Service Contract (the "ECR Contract"), incorporating this ECR Toll Schedule.

2. DESCRIPTION OF SERVICE

2.1 (a) A Shipper receiving service under this ECR Toll Schedule is hereinafter referred to as "Replacement Shipper";

- (b) Service provided under this ECR Toll Schedule allows Replacement Shipper to elect to receive natural gas quantities delivered to the Great Lakes Gas Transmission Limited Partnership pipeline system (the "Great Lakes System") at Emerson, Manitoba, provided that Replacement Shipper shall, on the same day, be required to redeliver the equivalent quantities of natural gas to TransCanada at Dawn, Ontario or at the Canadian side of the Canada/United States international border at St. Clair, Michigan (each a "Redelivery Point").

- (c) Subject to all limitations contained in the FT Contract or the MFP Contract, which limitations shall also apply to the service to be provided to Replacement Shipper hereunder, Replacement Shipper shall submit to TransCanada a written request for the release and assignment to Replacement Shipper or to such other party as designated by Replacement Shipper, (the "Designate") of a specified portion of TransCanada's capacity (the "Released Capacity") on the Great Lakes System held under the firm natural gas transportation service agreement with Great Lakes Gas Transmission Limited Partnership ("Transporter") dated April 13, 1994, as amended or superseded from time to time (the "FT004 Service

Agreement"); provided however, Released Capacity shall not, on any day on which service is requested, exceed Replacement Shipper's entitlement for natural gas nominations made by Replacement Shipper to TransCanada on such date under the FT Contract or MFP Contract;

- (d) TransCanada shall only release capacity to Replacement Shipper or its Designate, as the case may be, from TransCanada's primary receipt point located at Emerson, Manitoba to its primary delivery point located at St. Clair, Michigan under the FT004 Service Agreement; provided however, Replacement Shipper or its Designate shall be entitled to segment the Released Capacity in the manner permitted by Transporter under Transporter's FERC Gas Tariff, Second Revised Volume No. 1, as amended or superseded from time to time (the "Transporter's FERC Gas Tariff");
 - (e) Replacement Shipper or its Designate, as the case may be, is prohibited from changing TransCanada's primary points of receipt and delivery under the FT004 Service Agreement but may utilize secondary receipt and delivery points in accordance with Transporter's FERC Gas Tariff;
 - (f) On each day that Replacement Shipper or its Designate, as the case may be, utilizes Released Capacity Replacement Shipper shall redeliver to TransCanada at the designated Redelivery Point the quantities of natural gas equivalent to the natural gas quantities delivered by Replacement Shipper to the Great Lakes System at Emerson, Manitoba on such day, and
 - (g) If Replacement Shipper, for any reason, fails to redeliver or anticipates it will be unable to redeliver the required quantities of natural gas at the designated Redelivery Point, Replacement Shipper shall immediately notify TransCanada by facsimile of such failure or inability.
- 2.2 Requests for service hereunder shall be in writing and submitted by Replacement Shipper by facsimile and must be received by TransCanada's Customer Service Department in Calgary, Alberta on or before 09:00 hours CCT on the day immediately preceding the day for which the capacity release is requested.
- 2.3 Upon acceptance by TransCanada of Replacement Shipper's request for Released Capacity, TransCanada will forward to Replacement Shipper an ECR Contract with a

- completed Exhibit "A" Addendum setting out the term, quantities, rates, designated Redelivery Point and other provisions of the capacity release.
- 2.4 Upon execution and delivery of the ECR Contract by Replacement Shipper to TransCanada, Replacement Shipper or its Designate, as the case may be, shall enter into a firm transportation service agreement with Transporter (the "Replacement FT Service Agreement") in respect of the Released Capacity, pursuant to Transporter's FERC Gas Tariff. Prior to obtaining service under this ECR Toll Schedule, Replacement Shipper shall provide TransCanada with a fully executed copy of the Replacement FT Service Agreement.
- 2.5 Replacement Shipper shall not and Replacement Shipper shall ensure that its Designate (if any) shall not receive service under the Replacement FT Service Agreement which is superior to the service available to TransCanada under the FT004 Service Agreement.
- 2.6 Replacement Shipper's or its Designate's quantities are subject to curtailment pursuant to TransCanada's Transportation Tariff provisions in the event of a force majeure.
- 2.7 Replacement Shipper shall and Replacement Shipper shall ensure that its Designate (if any) shall supply Transporter's Use gas (as defined in the ECR Contract) to Transporter as required by Transporter to transport on its system the quantities of natural gas that are subject of any capacity release.
- 2.8 If on any day Replacement Shipper fails to redeliver to TransCanada all or any portion of the required quantities of natural gas at the designated Redelivery Point, TransCanada shall, in its sole discretion and in addition to any other remedies available to it, have the right to curtail deliveries to Replacement Shipper and Replacement Shipper's agents at the delivery point(s) stipulated in the Replacement Shipper's FT Contract or MFP Contract; provided however, TransCanada shall exercise reasonable efforts to curtail such deliveries in the manner requested by Replacement Shipper.
- 2.9 In this ECR Toll Schedule the rights and obligations of TransCanada, Replacement Shipper or its Designate are subject to all valid and applicable present and future laws, statutes, ordinances, rules, regulations, and orders of any governmental authority having jurisdiction or control over the service contemplated in this ECR Toll Schedule.

3. MONTHLY BILL

3.1 The monthly bill payable to TransCanada for service under this ECR Toll Schedule shall include:

(a) ~~Transportation Service~~ **Demand Charge**

(i) ~~Demand Charge~~

For each month, the demand charge toll for the firm transportation service rendered to the delivery point(s) under the FT Contract or MFP Contract shall apply pursuant to the terms and conditions of TransCanada's Transportation Tariff, FT Toll Schedule or MFP Toll Schedule, ~~and~~

(ii) ~~Commodity Charge~~

~~For each month, the commodity charge toll for the transportation service rendered hereunder shall include the commodity charge toll under TransCanada's Transportation Tariff, FT Toll Schedule multiplied by the natural gas quantities delivered at Emerson, Manitoba (for the transportation service provided upstream of the Great Lakes System) plus, the applicable commodity charge toll for the natural gas quantities redelivered to TransCanada at the designated Redelivery Point for delivery to Replacement Shipper's delivery point(s) under its FT Contract (for the transportation service provided downstream of the Great Lakes System).~~

(b) **Delivery Pressure Service**

For each month, the demand charge toll(s) for the delivery pressure service provided for hereunder shall be levied on the capacity released quantities of natural gas that are subject of any capacity release based on the greater of the delivery pressure toll at Emerson II, Manitoba, and the delivery pressure toll(s) applicable under the FT Contract or MFP Contract, pursuant to the terms and

conditions of TransCanada's Transportation Tariff, FT Toll Schedule or MFP Toll Schedule.

(c) **Fuel**

For each month, Replacement Shipper shall provide, on a daily basis, a quantity of fuel, based on a monthly fuel gas ratio to be established by TransCanada, for the transportation services rendered hereunder from Empress, Alberta to Emerson, Manitoba, and from the designated Redelivery Point to the delivery point(s) described in the FT Contract or MFP Contract.

(d) **Demand Charge Adjustment**

TransCanada shall credit Replacement Shipper's monthly bill for transportation service hereunder by the dollar amount credited to TransCanada in the monthly bill received from Transporter under the FT004 Service Agreement pursuant to Transporter's FERC Gas Tariff which is attributable to the Released Capacity.

(e) **ECR Surcharge**

Replacement Shipper shall pay to TransCanada an Enhanced Capacity Release surcharge equal to the surcharge as approved by the National Energy Board (the "NEB") and set forth in the List of Tolls (the "List of Tolls") contained in TransCanada's Transportation Tariff and in effect at the time the service is rendered multiplied by the quantity of natural gas which Replacement Shipper is hereunder obligated to redeliver to TransCanada at the designated Redelivery Point for such billing month, whether or not Replacement Shipper actually redelivers such quantity of natural gas.

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

Each month, Shipper shall pay the Union Dawn Receipt Point Surcharge for service from the Union Dawn Receipt Point.

3.2 TransCanada shall determine Replacement Shipper's demand charge adjustment credit under Section 3.1 (d) by converting from United States dollars to Canadian dollars the

- reservation fee(s) for the Released Capacity that are credited on TransCanada's monthly bill by Transporter. TransCanada shall determine the credit using the Bank of Canada "noon spot rate" applicable on the last day of the month in which transportation service for the Released Capacity is rendered. The difference between the credit calculated using the Bank of Canada noon spot rate and the credit calculated using the actual rate incurred by TransCanada for payment of its bill from Transporter will be credited or charged to the Replacement Shipper on the Replacement Shipper's transportation service bill with TransCanada in the second month following the month in which transportation service for the Released Capacity is rendered.
- 3.3 In the event Replacement Shipper, its Designate, or any party to whom the Replacement Shipper or its Designate has re-released all or a portion of the Released Capacity (the "Re-Releasee") fails to pay Transporter for all amounts of any bill received regarding the Released Capacity pursuant to the Replacement FT Service Agreement, TransCanada shall have, in addition to any other remedies, the right, at any time, to adjust the credit provided to Replacement Shipper under Section 3.1 (d) by an amount equal to the rates and charges which Replacement Shipper, its Designate or Re-Releasee has failed to pay Transporter. Further, TransCanada shall have the right to collect from Replacement Shipper all unpaid amounts concerning the Released Capacity through a billing adjustment to Replacement Shipper under the FT Contract or MFP Contract; provided, however, that TransCanada shall not be prohibited from collecting all unpaid amounts concerning the Released Capacity through any other lawful remedy it deems necessary.
- 4. ASSIGNMENT**
- 4.1 Assignments of any contracts, in whole or in part, into which this ECR Toll Schedule is incorporated are expressly prohibited without TransCanada's prior written consent, which consent may, in TransCanada's sole discretion, be withheld or granted subject to any conditions which TransCanada deems necessary.
- 5. MISCELLANEOUS PROVISIONS**
- 5.1 Prior to obtaining service under this ECR Toll Schedule, Replacement Shipper shall have obtained all consents and authorizations necessary to enter into and perform its

- obligations under the ECR Contract and shall, at TransCanada's request, provide TransCanada with copies of all such consents and authorizations.
- 5.2 Replacement Shipper or its Designate, as the case may be, shall be responsible to Transporter for all rates, charges, surcharges and penalties in effect from time to time under Rate Schedule FT of Transporter's FERC Gas Tariff, respecting the transportation service rendered under the Replacement FT Service Agreement between Replacement Shipper or its Designate, as the case may be, and Transporter.
- 5.3 Replacement Shipper shall be liable to TransCanada for all charges which may be levied or ordered by the NEB in respect of any transaction described herein, including without limitation, any charge for quantities of gas transported by TransCanada for the account of Replacement Shipper's or its Designate's tendered quantities of natural gas required by Transporter pursuant to Transporter's FERC Gas Tariff to transport such tendered quantities ("Transporter's Use").
- 5.4 The General Terms and Conditions and the List of Tolls of TransCanada's Transportation Tariff, as amended from time to time, are applicable to this ECR Toll Schedule and are hereby made a part hereof. If there is any conflict between the provisions of this ECR Toll Schedule and the General Terms and Conditions, the provisions of this ECR Toll Schedule shall prevail.
- 5.5 The provisions of the FT Contract and the FT Toll Schedule or the MFP Contract and the MFP Toll Schedule incorporated therein by reference, insofar as they relate to the quantities of natural gas which from time to time shall constitute Released Capacity, are hereby amended to give effect to the provisions of this ECR Toll Schedule and the provisions of any ECR Contract which incorporates this ECR Toll Schedule.
- 5.6 This ECR Toll Schedule, the List of Tolls and the General Terms and Conditions are subject to the provisions of the *National Energy Board Act* or any other legislation passed in amendment thereof or substitution therefor.

~~LT-WFS TOLL SCHEDULE~~~~LONG TERM WINTER FIRM SERVICE~~~~LT-WFS TOLL SCHEDULE~~~~INDEX~~

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1. AVAILABILITY

1.1 Any Shipper shall be eligible to receive service pursuant to this LT-WFS Toll Schedule for that number of days equal to, in total, the number of days in such Shipper's Service Entitlement (as hereinafter defined) in any Winter Availability Period (as hereinafter defined) in which Shipper is allocated Long-Term Winter Firm Service ("LT-WFS"), provided such Shipper:

- (a) has entered into a Long-Term Winter Firm Service contract (the "Contract") with TransCanada for a minimum term of one (1) year wherein TransCanada agrees to receive and deliver a daily quantity of gas, designated as the "LT-WFS Maximum Daily Quantity", for that number of days in the Shipper's Service Entitlement, or has obtained an Order of the NEB, pursuant to subsection 71(2) of the National Energy Board Act, as amended from time to time ("71(2) Order"), requiring TransCanada to transport gas for Shipper subject to the provisions of this LT-WFS Toll Schedule and to the terms and conditions contained in the 71(2) Order; and
- (b) has pipeline facilities interconnecting with TransCanada's facilities at the delivery point(s) specified in the Contract, or has provided TransCanada with adequate assurances that arrangements have been made to have an authorized gas distribution or transmission company act as Shipper's agent in receiving from TransCanada the gas to be delivered pursuant to this LT-WFS Toll Schedule; and
- (c) has presented evidence satisfactory to TransCanada pertaining to Shipper's natural gas supply, markets, upstream transportation and such certificates, permits, orders, licenses and authorizations from regulators or other governmental agencies in Canada and the United States that are germane to the requested service; and
- (d) has provided TransCanada with financial assurances as required by TransCanada pursuant to Section XXIII of the General Terms and Conditions of TransCanada's Transportation Tariff referred to in Section 8 hereof (the "General Terms and Conditions").

~~1.2 The total capacity available to Shippers for bid under this LT-WFS Toll Schedule (the "LT-WFS Capacity") shall be 1,416 10³ m³ per day in each winter period (as defined herein) commencing November 1, 1995 and November 1, 1996.~~

~~1.3 **Facilities Construction Plan**~~

~~In order to provide service pursuant to this LT-WFS Toll Schedule, TransCanada shall utilize capacity from its own gas transmission system and from its firm transportation service entitlement on the Great Lakes Gas Transmission Limited Partnership system, the Union Gas Limited system, and the Trans Quebec and Maritimes Pipeline Inc. system (the "Combined Capacity"). If a request for service pursuant to this LT-WFS Toll Schedule (the "Requested Service") combined with the other services referred to in Section 1.2 above require an increase to the Combined Capacity, TransCanada may in its sole discretion 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 NEB approves the additional facilities and/or transportation services necessary to increase the Combined Capacity; and~~
- ~~(c) the availability provisions of subsection 1.1 hereof are satisfied with respect to the Requested Service.~~

~~1.4 **Length and Number of Winter Availability Period(s)**~~

~~Subject to the provisions of Sections 1.1, 1.2 and 1.3 above, TransCanada shall offer LT-WFS Capacity for Winter Periods as defined below, commencing November 1, 1995 and November 1, 1996. TransCanada may in its sole discretion offer LT-WFS capacity in subsequent Winter Periods should excess capacity become available. Each year that TransCanada offers LT-WFS Capacity, TransCanada may, in respect of each segment of TransCanada's integrated gas transportation system (each such segment being defined by reference to the Receipt Point and the Delivery Point or Delivery Area applicable thereto and being hereinafter called a "System Segment"), designate one or more periods (each such period being hereinafter called a "Winter Availability Period") over a minimum term of one (1) year commencing on November 1 and ending on the next succeeding March 31 (the "Winter Period") as the period or periods during which service~~

~~under this LT-WFS Toll Schedule will be available. As required TransCanada will, for each System Segment, advise the Shipper as to the number of Winter Availability Periods available during the Winter Period, the commencement date and termination date of each such Winter Availability Period and the maximum daily capacity available during same (such capacity, for each combination of System Segments and Winter Availability Periods, being hereinafter called the "Available Winter Service").~~

~~1.5 Length of Service Entitlement~~

~~Service pursuant to this LT-WFS Toll Schedule will be available to Shippers over the Winter Period during each Winter Availability Period for a minimum of 75 days and up to the number of days in such Winter Availability Period. Shipper will be required to specify in its Shipper Winter Bid (as hereinafter defined), submitted pursuant to Section 2.3 hereof, the number of days of service it requires (the number of days so specified being hereinafter called that Shipper's "Service Entitlement" for each Winter Availability Period).~~

~~2. APPLICABILITY AND CHARACTER OF SERVICE~~

~~2.1 Definition of LT-WFS~~

~~On any day of any Winter Availability Period in which Shipper has been allocated capacity pursuant to this LT-WFS Toll Schedule, up to the accumulated number of days equaling the number of days in the Shipper's Service Entitlement, Shipper shall be entitled to request service hereunder for a quantity of gas not exceeding Shipper's LT-WFS Maximum Daily Quantity set out in the Contract. Subject to Article 4 hereof, Shipper shall not be required to request service on any specific day during the subject Winter Availability Period nor is Shipper obliged to request service on successive days during any Winter Availability Period. Nominations for service shall be made and authorized pursuant to Section XXII of the General Terms and Conditions. Service hereunder shall not be subject to curtailment or interruption except as provided for in the General Terms and Conditions; PROVIDED HOWEVER, that if Shipper fails to provide to TransCanada on an ongoing and timely basis 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 TransCanada under the Contract, Shipper shall be in default hereunder (the "Default") to the extent of the daily quantity not authorized for removal from the province or country of production as aforesaid (the "Default Quantity"), and~~

~~TransCanada shall be entitled to immediately suspend service for a quantity up to, and including, the Default Quantity until such time as Shipper remedies the Default. TransCanada 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 Request for LT-WFS~~

~~During the period from February 15 to February 28, 1995 (the "Winter Bid Period") any Shipper can request LT-WFS for the Winter Availability Period(s) offered pursuant to Section 2.3 hereof.~~

~~2.3 Allocation of LT-WFS Capacity~~

~~(a) Shipper Winter Bids~~

~~For each combination of System Segments and Winter Availability Periods in which Shipper wishes to bid for service under this LT-WFS Toll Schedule, Shipper shall submit a written bid (the "Shipper Winter Bid") to TransCanada's Transportation Department by telecopier or through TransCend™ and/or NrG Highway™ electronic bulletin board(s) during the Winter Bid Period. The Shipper Winter Bid shall either be in the form of a Contract or Request for Long-Term Winter Firm Service, in the form attached hereto as Exhibit "A" to this LT-WFS Toll Schedule, as specified by TransCanada, duly completed and executed by the Shipper.~~

~~The Shipper must submit a separate Shipper Winter Bid for each separate combination of Service Entitlement, System Segment and Winter Availability Period. Shipper shall not be entitled to submit more than one Shipper Winter Bid for each combination of Service Entitlement, System Segment and Winter Availability Period. Other than pursuant to subsection 2.3(e) hereof, once delivered to TransCanada a Shipper Winter Bid shall be irrevocable.~~

~~(b) Bid Value and LT-WFS Toll~~

~~Each Shipper Winter Bid shall contain a bid based on the transportation charges the Shipper is prepared to pay for the Available Winter Service offered. Such bid shall be expressed as the sum of the applicable FT Daily Demand Toll and Commodity Toll (the 100% load factor toll), as set forth in the List of Tolls of TransCanada's Transportation Tariff referred to in Section 8 hereof (the "List of~~

Tolls"), multiplied by a value (the "Bid Value") between and including 1.00 to 1.40, to be bid by each Shipper (the "LT-WFS Toll"). As a result, the LT-WFS Toll will change as the List of Tolls is amended from time to time, with the resulting LT-WFS Toll becoming the sum of the revised FT Daily Demand Toll and Commodity Toll multiplied by the same Bid Value. Each LT-WFS Toll shall be exclusive of any applicable Delivery Pressure Daily Demand Toll and the Union Dawn Receipt Point Surcharge payable pursuant to Sections 3.2 and 3.3 hereof.

~~(c)~~ **Allocation of Available Winter Service**

~~All Available Winter Service for the Winter Period shall be allocated in the manner hereinafter set forth.~~

~~(i) All Shipper Winter Bids received by TransCanada shall be ranked in descending order based upon the maximum net present dollar value per unit to be realized from each Shipper Winter Bid. The said maximum net present dollar value shall be based on the LT-WFS Toll, the Service Entitlement and the term of the Contract.~~

~~(ii) TransCanada shall allocate in descending order Available Winter Service to the Shipper Winter Bid providing the highest maximum net present dollar value per unit to be realized and likewise thereafter until all Available Winter Service has been allocated.~~

~~(iii) If, during such allocation of Available Winter Service to Shippers submitting Shipper Winter Bids, the remaining Available Winter Service is not sufficient to provide service for the quantities requested in all remaining Shipper Winter Bids and the maximum net present dollar value per unit to be realized for two or more Shipper Winter Bids is the same, the remaining Available Winter Service will be allocated at random among Shippers with Shipper Winter Bids of equivalent net present dollar value per unit.~~

~~(iv) A. If the remaining Available Winter Service is less than the LT-WFS Maximum Daily Quantity requested by a Shipper, TransCanada shall advise such Shipper by telephone or~~

~~telecopier of the amount of remaining Available Winter Service and such Shipper shall advise TransCanada by telephone or telecopier within forty-eight (48) hours of its receipt of TransCanada's communication whether such Shipper wishes to utilize all (and not less than all) of the remaining quantity of Available Winter Service; and~~

~~B. If a Shipper that receives a notice pursuant to subparagraph (A) elects not to utilize the quantity of Available Winter Service described in such notice, the process described above shall be repeated until all remaining Available Winter Service has been allocated.~~

~~(d) **Notification to Shippers**~~

~~On or before March 28, 1995, TransCanada shall notify, in the manner set forth in the Contract or Request for Long Term Winter Firm Service, as the case may be, and/or through TransCend™ and/or NrG Highway™ electronic bulletin board(s), all Shippers who submitted a Shipper Winter Bid as to whether such Shippers have been allocated any of the Available Winter Service for the applicable Winter Availability Period. If a Shipper is allocated service hereunder and has satisfied the conditions of availability set out in subsections 1.1(b), (c) and (d) hereof, TransCanada will either execute the Contract forwarded by Shipper as its Shipper Winter Bid, subject to any amendments required as a result of the allocation procedure set out above or, in the event that Combined Capacity is to be increased, TransCanada shall forward to such Shipper a Precedent Agreement for Shippers' execution.~~

~~(e) **Satisfaction of Availability Conditions**~~

~~Upon receipt of the notice from TransCanada advising the Shipper that it has been allocated LT-WFS hereunder, Shipper shall satisfy the conditions of availability set out in subsections 1.1(b), (c) and (d) hereof. If Shipper fails to satisfy these conditions such Shipper Winter Bid shall be deemed to have been withdrawn by Shipper. TransCanada shall be entitled to reallocate this LT-WFS Capacity in the manner set out above.~~

3. MONTHLY BILL

3.1 The monthly bill payable by Shipper to TransCanada for transportation service hereunder shall be equal to the Shipper's applicable LT-WFS Toll multiplied by the total Shipper's Authorized Quantities for the month to which such bill relates.

3.2 Shipper shall also pay to TransCanada monthly a charge for delivery pressure if deliveries hereunder are made in whole or in part to a Delivery Point at which a charge for delivery pressure has been approved by the NEB as set forth in the List of Tolls. 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 Shipper's Authorized 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.

3.3 Each month, Shipper shall pay the Union Dawn Receipt Point Surcharge for service from the Union Dawn Receipt Point.

3.4 For each month, a Shipper shall provide, on a daily basis, a quantity of fuel based on a monthly fuel ratio to be established by TransCanada.

4. MINIMUM WINTER BILL

4.1 The "Long-Term Winter Firm Gas" for each Shipper with respect to each Winter Availability Period shall mean that Shipper's LT-WFS Maximum Daily Quantity multiplied by the number of days in such Shipper's Service Entitlement, less any quantities curtailed pursuant to Section XIV of the General Terms and Conditions; PROVIDED THAT there shall be no reduction to the Long-Term Winter Firm Gas as a result of Default by Shipper under Section 2.1 hereof.

4.2 If during any Winter Availability Period in which Shipper has been allocated service hereunder Shipper's total Delivery Gas is less than Shipper's Long-Term Winter Firm Gas, Shipper shall pay TransCanada a supplemental charge equal to the difference

~~between Shipper's Long-Term Winter Firm Gas and Shipper's total Shipper's Authorized Quantities, multiplied by the Shipper's LT-WFS Toll. If Shipper's Delivery Point is a Delivery Point to which a delivery pressure charge applies, then Shipper's supplemental charge shall also include a charge equal to the difference between the Long-Term Winter Firm Gas and Shipper's total Shipper's Authorized Quantities, multiplied by the applicable Delivery Pressure Daily Demand Toll as approved by the NEB as set forth in the List of Tolls. Such supplemental charges shall be due and payable annually as part of the last regular monthly bill for each Winter Availability Period.~~

~~5. DIVERSION OF GAS~~

~~5.1 (a) Subject to the provisions herein, Shipper shall have the right to nominate a diversion under Shipper's Contract in the manner provided herein.~~

~~(b) Shipper shall not be entitled to nominate a diversion for a quantity which, when added to the quantities nominated for delivery at the Delivery Points or Delivery Area specified under Shipper's Contract, exceeds the LT-WFS Maximum Daily Quantity under Shipper's Contract, nor shall Shipper be entitled to nominate a diversion to a Delivery Point or Delivery Area which is upstream of the Receipt Point(s) specified in Shipper's Contract.~~

~~(c) For the purposes of Section XVI of the General Terms and Conditions, diversions hereunder shall be equivalent to service under an STS Contract.~~

~~5.2 Any nomination by Shipper for a diversion under Shipper's Contract must be received by TransCanada's Gas Control Department in Calgary at the time specified pursuant to Section XXII of the General Terms and Conditions.~~

~~5.3 TransCanada shall have the right to reject a nomination made pursuant to Section 5.2 hereof or to accept only a portion of the quantities so nominated if the diversion requested would negatively impact TransCanada'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 diversion nominated by Shipper if such diversion would otherwise be immediately curtailed pursuant to Paragraph 1(e)(ii) or 2(e)(ii) of Section XV of the General Terms and Conditions. TransCanada shall have the~~

~~right to curtail diversions in accordance with Section XV of the General Terms and Conditions.~~

~~5.4 Shipper shall pay TransCanada for all gas diverted as follows:~~

~~(a) Shipper shall pay that toll which is the greater of:~~

~~(i) the applicable WFS Toll approved by the NEB as set forth in the List of Tolls for the Delivery Point or Delivery Area to which the gas was diverted; and~~

~~(ii) the Shipper's LT-WFS Toll for the Delivery Point or Delivery Area set forth in Shipper's Contract.~~

~~(b) Shipper shall provide fuel quantities to TransCanada based on the fuel ratio applicable at the Delivery Point or Delivery Area to which the gas was diverted.~~

~~(c) If the gas is diverted hereunder to a Delivery Point or Delivery Area at which a delivery pressure charge has been approved by the NEB and no delivery pressure charge exists for the Delivery Point or Delivery Area specified in Shipper's Contract, then Shipper shall pay TransCanada, in addition to the charges provided above, an amount equal to the applicable Delivery Pressure Daily Demand Toll multiplied by Shipper's total diversion quantities at such Delivery Point or Delivery Area for such month (a "Point Diversion Delivery Pressure Charge"). If a delivery pressure charge exists at the Delivery Point specified in Shipper's Contract, then Shipper shall pay TransCanada, in addition to the delivery pressure charge described in Section 3.2 above, an amount (a "Point Diversion Delivery Charge") equal to the product obtained by multiplying Shipper's total diversion quantities at the Delivery Point specified in the diversion by that amount, if any, by which the Delivery Pressure Daily Demand Toll at the Delivery Point specified in the diversion exceeds the Delivery Pressure Daily Demand Toll at the Delivery Point specified in Shipper's Contract.~~

~~The total delivery pressure charge for diversion quantities shall be the sum of the Point Diversion Delivery Pressure Charges and/or Point Diversion Delivery Charges at all applicable Delivery Points or Delivery Areas plus the delivery pressure charge, if any, payable pursuant to Section 3.2 above.~~

6. ASSIGNMENT

6.1 Assignments of any Contracts into which this LT-WFS Toll Schedule is incorporated are expressly prohibited without TransCanada's prior written approval.

7. RENEWAL RIGHTS

7.1 Shipper shall not have the option of extending the term of any Contract into which this LT-WFS Toll Schedule is incorporated.

8. MISCELLANEOUS PROVISIONS

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

8.2 This LT-WFS Toll Schedule, the List of Tolls and the General Terms and Conditions are subject to the provisions of the National Energy Board Act or any other legislation passed in amendment thereto or substitution therefor.

8.3 In this LT-WFS Toll Schedule the rights and obligations of TransCanada and a Shipper are subject to all valid and applicable present and future laws, statutes, ordinances, rules, regulations, and orders (the "Applicable Law") of any governmental authority having jurisdiction or control over the service contemplated in this LT-WFS Toll Schedule. TransCanada reserves the right to amend in accordance with the Applicable Law or to terminate any Contract, Request for Long-Term Winter Firm Service, or Precedent Agreement entered into respecting LT-WFS in the event that any Applicable Law is issued or passed which, in TransCanada's sole discretion, adversely affects TransCanada's ability to offer LT-WFS. TransCanada shall have no liability whatsoever to any Shipper should TransCanada amend or terminate a Contract, Request for Long-Term Winter Firm Service or Precedent Agreement in accordance with this provision.

~~FIRM BACKHAUL TRANSPORTATION SERVICE~~

~~TOLL SCHEDULE~~

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1. DEFINITIONS

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

- (a) "FBT" shall mean Firm Backhaul Transportation;
- (b) "FBT Contract" shall have the meaning attributed to it in subsection 2.1;
- (c) "Maximum Daily Quantity" shall mean the quantity of firm backhaul service specified in each Exhibit "A" attached to the FBT Contract.

2. AVAILABILITY

2.1 A Shipper shall be eligible to receive service pursuant to this FBT Toll Schedule provided that Shipper:

- (a) has entered into a firm backhaul transportation service contract (the "FBT Contract") with TransCanada, or has obtained an Order of the NEB, pursuant to subsection 71(2) of the National Energy Board Act, as amended from time to time ("71(2) Order"), requiring TransCanada to transport gas for Shipper subject to the provisions of this FBT Toll Schedule and to the terms and conditions contained in the 71(2) Order; and
- (b) has pipeline facilities interconnecting with TransCanada's facilities at the delivery point(s) specified in the FBT Contract, or has provided TransCanada with adequate assurances that arrangements have been made to have an authorized natural gas distribution or transmission company act as Shipper's agent in receiving from TransCanada the natural gas to be delivered pursuant to this FBT Toll Schedule; and
- (c) has pipeline facilities interconnecting with TransCanada's facilities at the receipt point(s) specified in the FBT Contract, or has provided TransCanada with adequate assurances that arrangements have been made to have an authorized natural gas distribution or transmission company act as Shipper's agent in delivering to TransCanada the natural gas to be delivered pursuant to this FBT Toll Schedule; and

- ~~(d) provides on an ongoing and timely basis to TransCanada satisfactory evidence of its right to remove from the jurisdiction of production, origin and/or storage (as the case may be), and its right to import and/or export (as may be applicable), the quantities of natural gas to be transported by TransCanada under the FBT Contract or the 71(2) Order; and~~
- ~~(e) has provided TransCanada with financial assurances as required by TransCanada pursuant to Section XXIII of the General Terms and Conditions referred to in Section 7.3 hereof.~~

~~2.2 Facilities Construction Policy~~

~~In order to provide service pursuant to this FBT Toll Schedule, TransCanada utilizes capacity available from its own gas transmission system and from its firm transportation service entitlement on the Great Lakes Gas Transmission Limited Partnership system, the Union Gas Limited system, and the Trans Quebec & Maritimes Pipeline Inc. system. It is understood that TransCanada shall not construct additional facilities for the purpose of providing service hereunder.~~

~~3. APPLICABILITY AND CHARACTER OF SERVICE~~

~~3.1 On each day during the term of the FBT Contract Shipper 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, Section XIV and Section XV of the General Terms and Conditions; PROVIDED HOWEVER, that if Shipper fails to provide on an ongoing and timely basis to TransCanada 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 TransCanada under the FBT Contract, Shipper shall be in default hereunder (the "Default") to the extent of the daily quantity not authorized for removal from the province or country of production as aforesaid (the "Default Gas"), and TransCanada shall be entitled to immediately suspend service for a quantity up to, and including, the Default Gas until such time as Shipper remedies the Default. TransCanada shall terminate any such suspension and resume service as to that part of the Default Gas in respect of which the Default has been remedied.~~

3.2 — Requests for service hereunder shall be in writing and submitted by telecopier or other means acceptable by TransCanada and must be received by TransCanada's Contracts and Billing Department in Calgary, Alberta on or before 12:00 hours CCT two Banking Days prior to the day for which the firm backhaul is requested. Each request for service must contain the requested Maximum Daily Quantity, the proposed duration, and any other information which TransCanada may require. Shipper shall submit a separate request for each combination of receipt and delivery points. The duration of each requested firm backhaul shall not be less than one (1) month.

3.3 — Requests for service hereunder shall be reviewed by TransCanada in the order in which they are received and may be accepted by TransCanada in whole or in part provided that the requested firm backhaul service does not adversely affect the operational integrity of TransCanada's pipeline system. Upon acceptance by TransCanada of all or a portion of Shipper's request for firm backhaul service, TransCanada will forward to Shipper for execution a completed Exhibit "A" Addendum to the FBT Contract setting out the duration, quantity, rate and other provisions of the firm backhaul. Shipper may execute and deliver each Exhibit "A" Addendum to TransCanada by facsimile or by such other electronic means as may be acceptable by TransCanada from time to time. Each Exhibit "A" Addendum received by TransCanada in accordance with this provision shall be regarded as an original document.

3.4 — Shipper covenants and agrees to deliver to TransCanada at the receipt point specified in each Exhibit "A" Addendum to the FBT Contract that quantity of gas equal to the gross heating value of the quantity of gas that TransCanada delivers to Shipper at the delivery point specified in each Exhibit "A" Addendum to the FBT Contract.

4. — MONTHLY BILL

4.1 — The monthly bill payable by Shipper to TransCanada for transportation service hereunder shall be equal to the applicable Monthly Demand Toll as approved by the NEB (as set forth in the List of Tolls referred to in Section 7.3 hereof) multiplied by the sum of the Maximum Daily Quantities specified in each Exhibit A Addendum to the FBT Contract for such month. The said Monthly Demand Toll is payable by Shipper notwithstanding any failure by Shipper during such month, for any reason whatsoever, including force majeure or a default under Section 3.1 hereof, to deliver Shipper's Authorized Quantity to TransCanada at the receipt point.

~~4.2 — Shipper shall also pay to TransCanada monthly 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 NEB (and set forth in the List of Tolls referred to in Section 7.3 hereof). The monthly delivery pressure charge at each such delivery point shall be the product of the applicable Delivery Pressure Demand Toll and the total of Shipper's Authorized Quantity at such delivery point for such month. The said monthly delivery pressure charge is payable by Shipper notwithstanding any failure by Shipper during such month, for any reason whatsoever including force majeure or a default under Section 3.1 hereof, to deliver Shipper's Authorized Quantity to TransCanada at the receipt point.~~

~~4.3 — Each month, Shipper shall pay the Union Dawn Receipt Point Surcharge for service from the Union Dawn Receipt Point.~~

~~4.4 — Each month, Shipper shall provide, on a daily basis, a quantity of fuel for service from the Union Dawn Receipt Point, based on a monthly fuel ratio to be established by TransCanada from time to time.~~

~~5. — MINIMUM BILL~~

~~5.1 — The minimum monthly bill for service hereunder shall be the demand charges determined in accordance with Sections 4.1 and (if applicable) 4.2 hereof.~~

~~6. — ASSIGNMENT~~

~~6.1 — Any company which shall succeed by purchase, merger or consolidation to the properties, substantially or in entirety, of Shipper or of TransCanada, 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 FBT Contract into which this FBT Toll Schedule is incorporated. Further, either Shipper or TransCanada may, without relieving itself of its obligations under any FBT Contract into which this FBT 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 FBT Contract from pledging or mortgaging its rights thereunder as security for its indebtedness. Such FBT Contract shall be binding upon and shall inure to the benefit of the respective successors and assigns of the parties thereto.~~

~~6.2 — Assignments at a discount negotiated between assignors and assignees are permitted, provided that the approved toll continues to be paid to TransCanada.~~

~~6.3 — Save as herein provided, assignments of any FBT Contracts into which this FBT Toll Schedule is incorporated are expressly prohibited.~~

~~7. — MISCELLANEOUS PROVISIONS~~

~~7.1 — Prior to obtaining service under this FBT Toll Schedule, Shipper shall have obtained all consents and authorizations necessary to enter into and perform its obligations under the FBT Contract and shall, at TransCanada's request, provide TransCanada with copies of all such consents and authorizations.~~

~~7.2 — Notwithstanding anything in Section XIV of the General Terms and Conditions to the contrary, and in addition to charges that TransCanada may assess under Section XXII of the General Terms and Conditions and the toll to be paid by Shipper pursuant to Section 4 of this FBT Toll Schedule, Shipper shall hold TransCanada harmless for all losses, expenses, monetary or other damages, and costs of any kind incurred by TransCanada or for which TransCanada becomes liable to Shipper's agents or any third party hereto, due to failure of Shipper or Shipper's agents to deliver to TransCanada a quantity of natural gas at the receipt point specified in the FBT Contract, equivalent to that delivered by TransCanada to Shipper.~~

~~7.3 — The General Terms and Conditions and the List of Tolls of TransCanada's Transportation Tariff, as amended from time to time, are applicable to this FBT Toll Schedule and are hereby made a part hereof. If there is any conflict between the provisions of this FBT Toll Schedule and the General Terms and Conditions, the provisions of this FBT Toll Schedule shall prevail.~~

~~7.4 — This FBT Toll Schedule, the List of Tolls and the General Terms and Conditions are subject to the provisions of the *National Energy Board Act* or any other legislation passed in amendment thereof or substitution therefor.~~

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 On each day during the term of the Contract Shipper 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 Shipper fails to provide on an ongoing and timely basis to TransCanada 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 TransCanada under the Contract, Shipper 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 TransCanada shall be entitled to immediately suspend service for a quantity up to, and including, the Default Quantity until such time as Shipper remedies the Default. TransCanada 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 TransCanada for service hereunder shall include the demand charge ~~and the commodity charge~~ in effect during the billing month for transportation service and, where applicable, 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 NEB (as set forth in the List of Tolls referred to in Section 10 hereof):

(a) ~~Transportation Service~~ **Demand Charge**

(i) ~~Demand Charge~~

For each month, the demand charge for transportation service shall be equal to the applicable Monthly FT Demand Toll multiplied by Shipper's Contract Demand. If Shipper'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 Shipper notwithstanding any failure by Shipper during such month, for any reason whatsoever including force majeure or a default by Shipper under subsection 2.1 hereof, to deliver Shipper's Authorized Quantity to TransCanada at the receipt point.

(ii) ~~Commodity Charge~~

~~For each month the commodity charge for transportation service shall be equal to the applicable FT Commodity Toll multiplied by Shipper's Authorized Quantities for transportation service between each authorized receipt point and delivery point or area.~~

(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 Shipper's Contract Demand in effect at each such delivery point. If Shipper'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 Shipper notwithstanding any failure by Shipper during such month, for any reason whatsoever including force majeure or a default by Shipper under subsection 2.1 hereof, to deliver Shipper's Authorized Quantity to TransCanada at the receipt point.

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

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

(d) **Fuel**

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

4. MINIMUM BILL

- 4.1 The minimum monthly bill for service hereunder shall be the demand charges determined in subsections 3.1 (a) ~~(i)~~ 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, TransCanada fails to deliver the quantity of gas requested by Shipper up to the Contract Demand, for any reason related solely to TransCanada's operations, including an event of Force Majeure occurring on any of the pipeline systems of TransCanada, Great Lakes Gas Transmission Company ("GLGT"), Union Gas Limited ("Union") and Trans Quebec & Maritimes Pipeline Inc. ("TQM"), 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 TransCanada actually delivered to Shipper on such day, and the quantity of gas which such Shipper in good faith nominated hereunder on such day. If TransCanada refuses to accept deliveries of Shipper's gas or curtails receipts from or deliveries to Shipper 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 Shipper. Notwithstanding the foregoing, if the quantity of gas which TransCanada fails to deliver is the subject of an accepted nomination for a Diversion and/or an Alternate Receipt, then TransCanada 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 ~~4(h)(ii)~~ ~~or 2(h)(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 subsection 5.1 above, the Union Dawn Receipt Point Surcharge payable by Shipper 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 TransCanada actually transported from the Union Dawn Receipt Point on such day and the quantity which such Shipper in good faith nominated for transport on such day.

6. ALTERNATE RECEIPT AND DIVERSION OF GAS

- 6.1 (a) Subject to the provisions herein, Shipper shall have the right to nominate an Alternate Receipt and/or a Diversion under Shipper's Contract in the manner provided herein.
- (b) The aggregate of all nominations for delivery hereunder shall not exceed the Contract Demand under Shippers Contract.
- (c) Shipper shall not be entitled to nominate a Diversion to a delivery point or delivery area which is upstream of the receipt point specified in Shipper's Contract or upstream of the Alternate Receipt point.
- (d) Shipper shall not be entitled to nominate an Alternate Receipt from a receipt point that is upstream of the receipt point specified in Shipper's Contract or is downstream of the delivery point or delivery area specified in Shipper's Contract.
- (e) 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 Shipper for an Alternate Receipt and/or a Diversion under Shipper's Contract must be received by TransCanada's Gas Control Department in Calgary at the time specified pursuant to Section XXII of the General Terms and Conditions.

6.3 TransCanada shall have the right to not accept a nomination made pursuant to subsection 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 TransCanada'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 Shipper or if such Alternate Receipt and/or Diversion would otherwise be immediately curtailed pursuant to subsection 4(~~ec~~) ~~or 2(e)~~ of Section XV of the General Terms and Conditions. TransCanada 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 TransCanada does not accept a nomination for an Alternate Receipt and/or a Diversion pursuant to subsections 6.2 and 6.3 hereof, or accepts only a portion of the quantity so nominated, then TransCanada shall exercise reasonable efforts to allow Shipper to renominate the receipt point and/or delivery point or delivery area

8. RENEWAL RIGHTS

- 8.1 Shipper 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 Shipper, TransCanada may, in its sole discretion, allow Shipper 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 TransCanada, shall apply for a minimum duration of three (3) months and shall not exceed the remaining term of the Contract.

- 9.2 Shipper'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, Shipper shall pay the following:

- (a) the greater of the FT Monthly Demand Toll payable for transportation from the original receipt point to the original delivery point specified in the Contract, and the Demand Toll which applies:

- (i) from the original receipt point to the temporary delivery point;
- (ii) from the temporary receipt point to the original delivery point; or
- (iii) from the temporary receipt point to the temporary delivery point;

as the case may be:

- ~~(b) the applicable FT Commodity Toll for the quantity of gas delivered after giving effect to the temporary receipt and/or delivery point(s);~~

- (eb) 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

- (~~d~~c) the Union Dawn Receipt Point Monthly Surcharge, provided however:
- (i) if Shipper 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 Shipper'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 Shipper 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), ~~eb~~) and ~~d~~c) above are payable by Shipper notwithstanding any failure by Shipper during such month, for any reason whatsoever, including force majeure or a default by Shipper under subsection 2.1 hereof, to deliver Shipper's Receipt Gas to TransCanada at the temporary receipt point.

9.5 Shipper shall pay for or provide, on a daily basis, a quantity of fuel based on the applicable monthly fuel ratio established by TransCanada 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 TransCanada of Shipper's request for a temporary receipt or delivery point, transportation service hereunder shall be firm in accordance with subsection 2.1 of this FT-NR Toll Schedule.

10. MISCELLANEOUS PROVISIONS

10.1 The General Terms and Conditions and the List of Tolls of TransCanada's Transportation 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.

FT-SN TOLL SCHEDULE

3. MONTHLY BILL

3.1 The monthly bill payable to TransCanada for service hereunder shall include the demand charge ~~and the commodity charge~~ in effect during the billing month for transportation service and, where applicable, 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 NEB (as set forth in the List of Tolls referred to in Section 10 hereof):

(a) ~~Transportation Service~~ **Demand Charge**

(i) ~~Demand Charge~~

For each month, the demand charge for transportation service shall be equal to the applicable monthly FT-SN Demand Toll multiplied by Shipper's Contract Demand. If Shipper'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 Shipper notwithstanding any failure by Shipper during such month, for any reason whatsoever including force majeure or a Default by Shipper under subsection 2.1 hereof, to deliver quantities of gas authorized to TransCanada at the receipt point.

(ii) ~~Commodity Charge~~

~~For each month the commodity charge for transportation service shall be equal to the applicable Commodity Toll multiplied by Shipper's Authorized Quantities for transportation service between each authorized receipt point and delivery point or area.~~

(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 Shipper's Contract Demand in effect at each such delivery point. If Shipper'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 Shipper notwithstanding any failure by Shipper during such month, for any reason whatsoever including force majeure or a Default by Shipper under subsection 2.1

FT-SN TOLL SCHEDULE

hereof, to deliver quantities of gas authorized to TransCanada at the receipt point.

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

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

(d) **Fuel**

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

4. MINIMUM BILL

4.1 The minimum monthly bill for service hereunder shall be the demand charges determined in subsection 3.1 (a) ~~(#)~~ 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, TransCanada fails to deliver the quantity of gas requested by Shipper up to the Contract Demand, for any reason related solely to TransCanada's operations, including an event of force majeure occurring on any of the pipeline systems of TransCanada, Great Lakes Gas Transmission Company ("GLGT"), Union Gas Limited ("Union") and Trans Québec & Maritimes Pipeline Inc. ("TQM"), 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 Shipper would otherwise have, and the Reservation Entitlement for such Day. If TransCanada refuses to accept deliveries of Shipper's gas or curtails receipts from or deliveries to Shipper 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 Shipper. Notwithstanding the foregoing, if the

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- quantity of gas which TransCanada fails to deliver is the subject of an accepted nomination for a Diversion and/or an Alternate Receipt, then TransCanada 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 4(~~h~~)(ii) or 2(~~h~~)(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 subsection 5.1 above, the Union Dawn Receipt Point Surcharge payable by Shipper 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 TransCanada actually transported from the Union Dawn Receipt Point on such day and the quantity which such Shipper in good faith nominated for transport on such day.

6. ALTERNATE RECEIPT AND DIVERSION OF GAS

- 6.1 (a) Subject to the provisions herein, Shipper shall have the right to nominate an Alternate Receipt and/or Diversion under Shipper's Contract in the manner provided herein.
- (b) The aggregate of all nominations for delivery under this toll schedule shall not exceed the Contract Demand under Shippers Contract.
- (c) Shipper shall not be entitled to nominate a Diversion to a delivery point or delivery area which is upstream of the receipt point specified in Shipper's Contract or upstream of the Alternate Receipt point.
- (d) Shipper shall not be entitled to nominate an Alternate Receipt from a receipt point that is upstream of the receipt point specified in Shippers Contract or is downstream of the delivery point or delivery area specified in Shippers Contract.
- (e) 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.

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- 6.2 Any nomination by Shipper for an Alternate Receipt and/or a Diversion under Shipper's Contract must be received by TransCanada's Gas Control Department in Calgary at the time specified pursuant to Section XXII of the General Terms and Conditions.
- 6.3 TransCanada shall have the right to not accept a nomination made pursuant to subsection 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 TransCanada'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 Shipper or if such Alternate Receipt and/or Diversion would otherwise be immediately curtailed pursuant to subsection 4(~~ec~~) ~~or 2(e)~~ of Section XV of the General Terms and Conditions. TransCanada 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 TransCanada does not accept a nomination for an Alternate Receipt and/or Diversion pursuant to subsections 6.2, and 6.3 hereof, or accepts only a portion of the quantity so nominated, then TransCanada shall exercise reasonable efforts to allow Shipper to renominate to the receipt point and/or delivery point specified in Shipper's Contract. TransCanada 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, Shipper shall pay the FT-SN Daily Demand Toll based on the receipt point and delivery point or area specified in Shipper's Contract for the entire quantity set out in an Alternate Receipt and/or Diversion nomination which was rejected by TransCanada pursuant to subsection 6.3 hereof.

- (a) In addition to the charges payable pursuant to Section 3.1(a), (b) and (c) above, Shipper shall pay TransCanada 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 Shipper's Contract, exceeds the applicable FT Daily Demand Toll from the receipt point to the delivery

FT-SN TOLL SCHEDULE

- (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.

9. TEMPORARY RECEIPT AND/OR DELIVERY POINT

9.1 Upon receipt of a written request from Shipper, TransCanada may, in its sole discretion, allow Shipper 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 TransCanada, shall apply for a minimum duration of 3 months and shall not exceed the remaining term of the Contract.

9.2 Shipper'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, Shipper shall pay the following:

- (a) the greater of the Monthly FT-SN Demand Toll payable for transportation from the original receipt point to the original delivery point specified in the Contract, and the FT-SN Demand Toll which applies:
- (i) from the original receipt point to the temporary delivery point;
 - (ii) from the temporary receipt point to the original delivery point; or
 - (iii) from the temporary receipt point to the temporary delivery point;

as the case may be;

~~(b) the applicable FT-SN Commodity Toll for the quantity of gas delivered after giving effect to the temporary receipt and/or delivery point; and~~

(eb) 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.

FT-SN TOLL SCHEDULE

- (~~c~~) the Union Dawn Receipt Point Monthly Surcharge, provided however:
- (i) if Shipper 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 Shipper'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 Shipper 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 Shipper notwithstanding any failure by Shipper during such month, for any reason whatsoever, including force majeure or a Default by Shipper under subsection 2.1 hereof, to deliver Shipper's Receipt Gas to TransCanada at the temporary receipt point.

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

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

10. MISCELLANEOUS PROVISIONS

10.1 The General Terms and Conditions and the List of Tolls of TransCanada's Transportation 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.

ST-SN TOLL SCHEDULE

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 subsection 2.3;
- (b) "Block Period" shall have the meaning attributed to it in subsection 2.3;
- ~~(c) "East/West Differential" shall have the meaning attributed to it in subsection 3.3(e)(iii);~~
- (~~c~~) "Maximum Daily Quantity" shall mean for any shipper the Maximum Daily Quantity set out on such shipper's bid or the Maximum Daily Quantity as amended by TransCanada pursuant to subsection 3.3(d);
- (~~d~~) "Minimum Daily Quantity" shall mean for any shipper the Minimum Daily Quantity set out on such shipper's bid;
- (~~e~~) "Posting Period" shall have the meaning attributed to it in subsection 3.2;
- (~~f~~) "Remaining Capacity" shall have the meaning attributed to it in subsection 2.3;
- (~~g~~) "Service Period" shall have the meaning attributed to it in subsection 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 PercentagePrice" shall have the meaning attributed to in subsection 3.3(b);
- (k) "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 subsection 4.1;

ST-SN TOLL SCHEDULE

- (n) “Summer Period” shall mean the period of time from April 1 of a calendar year to October 31 of the same calendar year;
- (lo) “System Capacity” shall mean TransCanada’s pipeline facilities and TransCanada’s contractual entitlement on the pipeline systems of the Great Lakes Gas Transmission Limited Partnership, Union Gas Limited and Trans Quebec and Maritimes Pipeline Inc.;
- (mp) “System Segment” shall have the meaning attributed to it in subsection 2.3.1;
- (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 Shipper shall be eligible to receive service pursuant to this ST-SN Toll Schedule provided such Shipper:

- (a) has entered into a Short Term Short Notice service contract (the “ST-SN Contract”) with TransCanada or has obtained an Order of the NEB, pursuant to subsection 71(2) of the National Energy Board Act, as amended from time to time (“71(2) Order”), requiring TransCanada to transport gas for Shipper subject to the provisions of this ST-SN Toll Schedule and to the terms and conditions contained in the 71(2) Order;
- (b) has provided TransCanada with financial assurances as required by TransCanada 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 TransCanada; and
 - (ii) is not grouped with any other delivery point or meter station for purposes of transportation service contracts and nominations; and

ST-SN TOLL SCHEDULE

- (a) During the period of January 1-15 for the Summer Period (~~April 1 to October 31~~) and during the period of July 1-15 for the Winter Period (~~November 1 to March 31~~);
- (b) If Available Short Term Capacity is not posted on a daily basis, TransCanada will post Available Short Term Capacity on or before the 7th day of each month; or
- (c) At any time TransCanada 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) **Shipper Bids**

For each combination of System Segment and Service Period in which Shipper wishes to request service under this ST-SN Toll Schedule, Shipper shall submit a written bid to TransCanada's Contracts and Billing Department by telecopier or through TransCanada's electronic bulletin board during the bid period. No Shipper bid shall be accepted by TransCanada if received after the bid deadline specified in the posting of Available Short Term Capacity. Each Shipper 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 Shipper.

Each Shipper bid shall contain the following information:

- Shipper name and address
- Shipper contact, telephone number and telecopier 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)
- ~~Bid Price~~ ST-SN Bid Percentage determined pursuant to subsection 3.3 (b)

ST-SN TOLL SCHEDULE

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

(b) **ST-SN Bid Percentage**

~~Bids for Available Short Term Capacity shall be expressed in Canadian dollars and cents per GJ per day (\$CDN/GJ/day).~~

The bid floor for Available Short Term Capacity under this ST-SN Toll Schedule shall be a percentage determined by TransCanada in its sole discretion and posted by TransCanada from time to time on TransCanada'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 TransCanada.

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 100% Load Factor FT-SN the ST-SN Bid Floor for the applicable System Segment and shall be subject to minimum increments of 0.01% per bid Toll for the applicable System Segment listed in the List of Tolls referred to in Section 7 hereof in effect at the time the bids are received by TransCanada (each a "ST-SN Bid Price Percentage"), for service pursuant to the ST-SN Toll Schedule.

~~Provided however, if the NEB has approved a new FT-SN Toll and the Shipper is requesting ST-SN service commencing on or after the effective date of the new FT-SN Toll, then Shipper's Bid Price shall not be less than the 100% Load Factor of the new FT-SN Toll. If TransCanada has a rolling daily Short Term Capacity~~

ST-SN TOLL SCHEDULE

~~posting in effect then Shipper may bid the new FT-SN Toll on the second Banking Day following the date of the NEB approval of such new FT-SN Toll.~~

Bids for Available Short Term Capacity must identify the System Segment offered by TransCanada for which the Shipper is bidding. The Shipper'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 TransCanada shall be allocated among Shipper bids pursuant to this ST-SN Toll Schedule and Shipper bids pursuant to the STFT Toll Schedule. For purposes of allocation hereunder the ~~Bid Price~~ 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 subsections 3.3(c)(ii) ~~and (iii)~~, for all Shipper bids for System Segments which compete for the same capacity and:
 - A. have the same Service Period, TransCanada shall rank Shipper bids in descending order from the highest to lowest ~~Bid Price~~ ST-SN Allocation Price and TransCanada shall allocate Available Short Term Capacity to the Shipper bids resulting in the highest aggregate transportation revenue; or
 - B. have a different Service Period, for each different Service Period, TransCanada shall rank Shipper bids Available Short Term Capacity in descending order from the highest to lowest ~~Bid Price~~ ST-SN Allocation Price and TransCanada shall allocate Available Short Term Capacity to the Shipper bids resulting in the highest aggregate transportation revenue.
- (ii) If 2 or more Shipper 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 Shipper bids, the Available Short Term Capacity shall be allocated pro-rata among such Shipper bids.

ST-SN TOLL SCHEDULE

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

~~(iii) For the purpose of evaluating Shipper bids and allocating Available Short Term Capacity, TransCanada shall add the east/west differential (the "East/West Differential") to all Shipper bids for Western Service, which shall be determined as the sum of the difference between Eastern Zone and Manitoba Zone costs for the following items:~~

~~A. the increment of the percentage of marginal fuel costs in excess of the percentage of average fuel costs over the twelve (12) month period immediately preceding the date that tolls become effective, priced at the average Empress border spot price for the preceding twelve (12) month period, as published in *Canadian Gas Price Reporter* or, if such publication ceases to exist, such other reporting service as TransCanada may deem appropriate, where the incremental marginal fuel cost in the Eastern Zone is for the northern route of the TransCanada system only; and~~

~~B. the applicable commodity toll then in effect from Empress, Alberta.~~

(d) **Notification to Shippers**

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

ST-SN TOLL SCHEDULE

4. MONTHLY BILL**4.1 Transportation Service**

The monthly bill payable by Shipper to TransCanada for transportation service hereunder shall be equal to the ST-SN Bid Price ~~Percentage~~ ~~(\$CDN/GJ/day)~~ 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 Shipper'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 Shipper notwithstanding any failure by Shipper during such month, for any reason whatsoever, including force majeure or Default by Shipper under subsection 3.1 hereof, to deliver Shipper's Receipt Volume to TransCanada at the receipt point.

4.2 Delivery Pressure Service

Shipper shall also pay monthly to TransCanada 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 NEB (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 Shipper'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 Shipper notwithstanding any failure by Shipper during such month, for any reason whatsoever including force majeure or a Default by Shipper under Section 3.1 hereof, to deliver Shipper's Authorized Quantity to TransCanada at the receipt point.

4.3 Union Dawn Receipt Point Surcharge

Each month, Shipper shall pay the Union Dawn Receipt Point Surcharge for service from the Union Dawn Receipt Point.

ST-SN TOLL SCHEDULE**4.4 Fuel**

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

5. TRANSPORTATION AND DELIVERY PRESSURE CHARGE ADJUSTMENTS**5.1 Transportation Charge Adjustments**

If during any day, TransCanada fails to deliver the quantity of gas requested by Shipper up to the Reservation Entitlement, for any reason related solely to TransCanada's operations, including an event of force majeure occurring on any of the pipeline systems of TransCanada, Great Lakes Gas Transmission Company, Union Gas Limited, and Trans Quebec & Maritimes Pipeline Inc., then the transportation service charges payable pursuant to Section 4.1 hereof shall be reduced by an amount equal to the ST-SN Bid Price multiplied by the difference between the quantity of gas which TransCanada actually delivered to Shipper on such day, and the quantity of gas which such Shipper 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 Shipper pursuant to Section 4.2 hereof shall also be adjusted. The delivery pressure charge shall be reduced by an amount equal to the applicable Daily Equivalent Delivery Pressure Demand Toll multiplied by the difference between the quantity of gas which TransCanada actually delivered to Shipper on such day and the quantity which such Shipper in good faith nominated for delivery on such day.

5.3 Shipper's Receipt or Delivery Failure

If TransCanada refuses to accept deliveries of Shipper's gas or curtails receipts from or deliveries to Shipper pursuant to subsection 1(b) of Section II of the General Terms and Conditions, then there shall be no corresponding reduction in transportation service or delivery pressure charges to Shipper.

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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:

- "Alternate Receipt" shall mean the receipt of quantities of gas at a receipt point not specified in Shipper's FT, FT-SN, ~~or~~ 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 TransCanada for payment pursuant to Section XI herein, conducts business.
- "Contract" shall mean a transportation service contract or a contract pursuant to the SNB Toll Schedule and shall also mean an Order of the NEB pursuant to Section 71(2) of the National Energy Board Act, as amended from time to time requiring TransCanada to provide transportation service.
- "Contract Demand" shall mean:
 - (i) with respect to transportation service contracts entered into prior to November 1, 1998, the contract demand, maximum daily quantity, annual contract quantity or maximum quantity as stated in a transportation service contract, converted to GJ by multiplying such contract demand, maximum daily quantity, annual contract quantity or maximum quantity by GHV-97 for the relevant delivery point as more particularly set out in the HV-97 Schedule attached to these General Terms and Conditions subject to variance pursuant to a Shipper election to restate its contract demand within the range from 99% of GHV-97 to 101% of GHV-97, which was received by TransCanada on or before February 13, 1998; and,
 - (ii) with respect to transportation service contracts entered into on or after November 1, 1998, that quantity of gas expressed in GJ specified in Shipper's transportation service contract as Shipper's daily or seasonal entitlement, as the case may be, to transportation capacity.
- "Contract Year" shall mean a period of 12 consecutive months beginning on a first day of November.

GENERAL TERMS and CONDITIONS

- "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 Shipper'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 3.1(~~e~~)(b) of the STS-L Toll Schedule for STS-L Contracts.

- "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 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(~~e~~)(b) of the STS-L Toll Schedule for STS-L Contracts.

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- "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(~~e~~)(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(~~e~~)(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.
- "Daily Demand Toll" shall mean the toll determined by multiplying the Monthly Demand Toll for the applicable transportation service, as approved by the NEB (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.
- "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 Shipper and TransCanada. 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 NEB (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 Shipper's FT, FT-SN, FT-NR, ~~FST~~ or MFP LT-WFS Contract.

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- “Linked FT Contract” or “Linked MFP Contract” shall mean the FT or MFP Contract(s) identified in Exhibit “B” of Shipper’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 Shippers 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;
 - 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.
- “Natural Gas Interchangeability Indices” shall have the meaning ascribed in section 5(iv).
- “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.
- “NEB” shall mean the National Energy Board or any regulatory or government authority hereafter having a similar jurisdiction in substitution therefor.
- “Shipper” shall mean a customer of transportation service.
- “Shipper’s Authorized Quantity” shall be as defined in subsection 1 of Section XXII.
- “Shipper’s Maximum Hourly Flow Rate” shall mean, on any Day, the maximum hourly rate of flow of Gas Shipper may receive at a delivery point or area and which shall be equal to the sum of:

GENERAL TERMS and CONDITIONS

- a) 5% of the aggregate daily Contract Demand for all of Shipper's service pursuant to FT, FT-NR, ~~FST, LT-WFS, STFT, FBT, STS, and STS-L~~ and MFP Contracts which specify delivery of gas to such delivery point or area (excluding deliveries pursuant to STS and STS-L Contracts that are on a best efforts basis) minus all Diversions under such Contracts on such Day; and
- b) 5% of the aggregate Shipper's Authorized Quantity for deliveries to such delivery point or area under all of Shipper's IT, ~~IBT,~~ and ECR Contracts, STS Overrun, ~~FST Makeup,~~ Diversions on such Day and deliveries which are on a best effort basis pursuant to STS and STS-L Contracts.
- "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.
 - "Title Transfer" shall mean the transfer of title to gas between two (2) Shippers at a Title Transfer Point.
 - "Title Transfer Point" shall be those points and areas where the quantity of gas allocated to each Shipper is established each day and is not subject to reallocation.
 - "TransCanada" shall mean "TransCanada PipeLines Limited" and its successors.
 - "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", "Interruptible Service Transportation Contract",

"IT Contract", "~~Interruptible Backhaul Service Contract~~", "~~IT Backhaul Contract~~", "Storage Transportation Service Contract", "STS Contract", "STS-L Contract", "Short Term Firm Transportation Service Contract", "STFT Contract", "Short Term Short Notice Service Contract", "ST-SN Contract", "~~Firm Service Tendered Contract~~", "~~FST Contract~~", "Enhanced Capacity Release Service Contract", "ECR Contract", "Multi-Year Fixed Price Service Contract", "MFP Contract", and "~~Long-Term Firm Service Contract~~", "~~LT-WFS Contract~~", "~~Firm Backhaul Transportation Service Contract~~" and "~~FBT 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 Shipper for service from the Union Dawn Receipt Point determined as follows:
 - (a) for service under FT, FT-NR, ~~and FT-SN~~ and MFP Transportation Service Contracts, by multiplying the Union Dawn Receipt Point Monthly Demand Toll by Shipper's Contract Demand; provided however that if Shipper'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 Shipper'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

GENERAL TERMS and CONDITIONS

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"), ~~where the receipt point is located at the Alberta/Saskatchewan border or within Canada~~ where the receipt and delivery points are located in different provinces, on the basis of the ~~Canadian Toll Zone tolls approved by the NEB~~ 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 NEB, 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 NEB, on the basis of the receipt point and delivery points set out therein; ~~or-~~
~~If gas intended for consumption in Canada is delivered hereunder at more than one delivery point within a Canadian Toll Zone, the appropriate toll shall be applied as though such delivery points were one point and as if the gas delivered was measured by one meter; or~~
 - (iv) in the case of service pursuant to the SNB Toll Schedule or MFP Toll Schedule using a methodology approved by the NEB.
2. The tolls applicable to services provided pursuant to the Toll Schedules of TransCanada's Transportation Tariff are set out in the List of Tolls of TransCanada's Transportation Tariff as same may be amended from time to time upon approval of the NEB.

IV SHIPPER PROVISION OF FUEL REQUIREMENTS**1. Daily Operations**

- (a) For each and every day in respect of which Shipper's Authorized Quantity is accepted by TransCanada for transportation, Shipper shall, in addition to Shipper's Authorized Quantity, nominate, pursuant to the provisions of Section 2 hereof, and make available to

TransCanada at any receipt point specified in the contract and/or Alternate Receipt point for FT, ~~or FT-NR~~, or MFP Contracts the Fuel Quantity ("Qf"), which quantity shall be determined as follows:

$$Q_f = Q_d \times FR\% / 100 + \sum (Q_{d_i} \times fr_i\% / 100) + \sum (Q_{d_{Dawn}} \times fr_{Dawn}\% / 100)$$

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 TransCanada's notice to Shipper 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 Shipper'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 NEB (as set forth in the List of Tolls referred to in Section III hereof);

"Q_{d_{Dawn}}" is the quantity to be transported by Shipper from the Union Dawn Receipt Point, for which a toll has been approved by the NEB (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 Shipper'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 Shipper's Authorized Quantity.

GENERAL TERMS and CONDITIONS

volume control regulators installed by Shipper shall be operated so as not to interfere with TransCanada'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, TransCanada and Shipper 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:** For all contracts in effect prior to the effective date of the NEB's Decision in the RH-2-95 proceeding, TransCanada shall render bills on or before the tenth (10th) day of each month for all transportation services provided by TransCanada ~~to the Canadian Toll Zones within Canada~~ ("Domestic Service") and on or before the fifteenth (15th) day of each month for all transportation services provided by TransCanada to any Export Delivery Point ("Export Service"). For gas taken by Shipper in excess of the total daily quantity authorized by TransCanada, TransCanada shall also render bills for charges made pursuant to Section XXII on or before the tenth (10th) day of each month, in respect of Domestic Service, and on or before the fifteenth (15th) day of each month, in respect of Export Service.

For all Export Service Contracts coming into effect after the effective date of the NEB's Decision in the RH-2-95 proceeding, including the renewal of any Export Service Contracts which existed prior to such date, the billing date shall be the tenth (10th) day of each month.

2. **Information:** Shipper hereby undertakes to provide TransCanada with all the information and material required by TransCanada to calculate and verify the quantity of gas actually received by TransCanada from Shipper, and the quality specifications and components thereof.

If such information is not received by TransCanada in sufficient time prior to TransCanada rendering bills to Shipper pursuant to this Section X, such bills shall be calculated based on TransCanada's best estimate of the quantity and quality of gas actually received by TransCanada

If the receipt point or points under Shipper's Contract include that point on TransCanada's system which is immediately east of the Alberta/Saskatchewan border ("Empress"), then Shipper agrees to cause ~~NOVA Corporation of Alberta Gas Transmission Ltd.~~ (hereinafter called "~~NOVA~~NGTL") to design and construct sufficient facilities to allow Shipper's Authorized Quantity to be delivered to TransCanada at Empress at a gauge pressure of 4137 kPa or any greater pressure which may from time to time be specified by TransCanada for all gas to be delivered into TransCanada's system at Empress and to cause ~~NOVA~~NGTL to deliver Shipper's Authorized Quantity to TransCanada at ~~NOVA's~~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, Shipper shall do or cause others to do all that is required to allow Shipper's Authorized Quantity to be delivered to TransCanada at a pressure no less than that prevailing in TransCanada's pipeline at such receipt point at the time of delivery and no greater than the maximum allowable operating pressure of TransCanada's pipeline at such point.

XIII WARRANTY OF TITLE TO GAS

Shipper warrants that it owns or controls, has the right to:

1. deliver or have delivered, the gas that is delivered to TransCanada under the Contract;
2. transfer the gas pursuant to Section XXIV of these General Terms and Conditions.

Shipper shall indemnify and hold harmless TransCanada 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 TransCanada under the Contract or transferred pursuant to Section XXIV of these General Terms and Conditions.

XIV FORCE MAJEURE

In the event of either Shipper or TransCanada 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 notice and full particulars of such force majeure in writing or by telegraph 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

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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 TransCanada'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, TransCanada 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, TransCanada shall curtail delivery of gas to Shipper in accordance with Section XV hereof, ~~and with respect to FST Service Contracts:~~

~~(a) TransCanada's obligation to deliver gas to Shipper during the particular season shall be reduced by the amount of the curtailment under such Contract pursuant to subsection 2(c) of Section XV and,~~

~~(b) For purposes of subsection 2.5 of TransCanada's FST Toll Schedule no quantities curtailed under subsection 2 of Section XV shall be included in determining the accumulative deficiency in delivery.~~

XV IMPAIRED DELIVERIES

~~For the purposes of this Section XV, TransCanada's minimum obligation to deliver gas under a FST Contract in any season shall be deemed to be an obligation to deliver the Winter Capacity or the Summer Capacity as the case may be.~~

On each day TransCanada shall determine in respect of all Contracts:

GENERAL TERMS and CONDITIONS

- (i) the total quantities which all Shippers have requested to be delivered on that day, and
- (ii) its available system capacity, including the maximum transportation on TransCanada's behalf under agreements that it has with Great Lakes Gas Transmission Limited Partnership, Union Gas Limited and Trans Québec and Maritimes Pipeline Inc.

If due to any cause whatsoever TransCanada is unable on any day to deliver the quantities of gas Shippers would have received if such disability did not exist, then TransCanada shall order curtailment by all Shippers affected thereby in the following manner to the extent necessary to remove the effect of the disability:

1. If TransCanada estimates that, notwithstanding its then inability to deliver, it nevertheless will be able to meet its total minimum obligations to deliver under all Contracts ~~during the then current season,~~ TransCanada shall order daily curtailment in the following order of priority:

- (a) ~~First~~ under any Shipper's Make-up provided pursuant to the FST Toll Schedule
- (ba) ~~Second~~ First under interruptible service provided pursuant to the IT ~~and IT Backhaul~~ Toll Schedules.

The toll for STS Overrun is the ~~400% Load Factor~~ Daily Demand Toll for STS ~~Toll~~ service. Therefore when STS Overrun is tolled at an equal or higher price than IT, then the priority of STS Overrun is higher; when the STS Overrun Toll is at a lower price than IT, then the priority of STS Overrun is lower.

- (eb) ~~Third~~ Second under any gas storage program of TransCanada.

- (d) ~~Fourth~~ under:

~~Diversions made~~

A. ~~under FST contracts which:~~

- (i) ~~cause the flow of gas on a lateral or extension to exceed the capability of the lateral or extension, and/or:~~
- (ii) ~~cause the actual flow of gas through a metering facility to exceed the capability of the metering facility, and/or~~

~~(iii) cause the actual flow of gas on any segment of TransCanada's integrated pipeline system (including those notional segments comprised of TransCanada's maximum transportation entitlements under transportation agreements that it has with Great Lakes Gas Transmission, L.P., Union Gas Limited and Trans Québec and Maritimes Pipeline Inc.) 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 the Diversion been delivered at the delivery point(s) or delivery area specified in the FST Contract; and~~

~~B. to TransCanada's St. Clair export delivery point under FST Contracts.~~

(ec) ~~Fifth~~Third under:

Alternate Receipts made pursuant to FT, FT-SN₁ ~~or FT-NR₁~~ or MFP Contracts or Diversions made pursuant to FT, FT-SN, FT-NR₁ or MFP ~~or LT-WFS~~ 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 TransCanada's integrated pipeline system (including those notional segments comprised of TransCanada's maximum transportation entitlements under transportation agreements that it has with Great Lakes Gas Transmission, L.P., Union Gas Limited and Trans Québec and Maritimes Pipeline Inc.) 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, been received at the receipt point and delivered at the delivery point(s) or delivery area specified in the FT, FT-SN, FT-NR₁ or MFP ~~or LT-WFS~~ Contract. Solely for the purpose of making the aforesaid determination, TransCanada may, for certain quantities, treat the point of interconnection between TransCanada's system and the system of Union Gas Limited at Parkway as a delivery point specified in those FT, FT-SN, FT-NR or ~~LT-~~

~~WFS~~MFP Contracts which have delivery points on the segment of TransCanada's integrated system from Kirkwall to Niagara Falls.

- (fd) ~~Sixth~~Fourth, quantities to be delivered on a best efforts basis under STS and STS-L Contracts.
- ~~(g) Seventh except for Shipper's Make-up quantities curtailed pursuant to 1 (a) above, under any FST Contracts up to the total amount that TransCanada is entitled to curtail under such contracts during such day under the provisions thereof other than under this Section XV; PROVIDED HOWEVER, that subject to TransCanada's seasonal obligations if TransCanada's inability to deliver is due to an occurrence of a force majeure during the period May 1 to September 30, then TransCanada shall be entitled to completely interrupt deliveries under such contracts on such day during such period.~~
- (he) ~~Eighth~~Fifth proportionately under:
- (i) FT, FT-SN, FT-NR, ~~FST~~, STFT, ST-SN, SNB, STS, STS-L and ~~LT-WFS~~ and MFP Contracts (other than 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 or a Diversion of such Contracts.
- (ii) Alternate Receipts made pursuant to FT, FT-SN, ~~or FT-NR~~ or MFP Contracts and/or Diversions made pursuant to FT, FT-SN, FT-NR, ~~FST~~, and MFP ~~LT-WFS~~ Contracts not already curtailed pursuant to subsections, ~~(d)~~ and ~~(ec)~~ above, in amounts to be delivered pursuant to such Alternate Receipt and/or Diversion.

(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;

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~~(D) under LT - WFS Contracts, the LT - WFS Maximum Daily Quantity;~~

(E) under STS Contracts, the Daily Injection Quantity or the Daily Withdrawal Quantity, as the case may be;

(F) under STS-L Contracts, the Daily Contract Injection Quantity and the Daily Contract Withdrawal Quantity;

~~(G) under FST Contracts, fifty (50%) percent of the winter period average daily winter capacity, or TransCanada's estimate of Shipper's requirement, as the case may be;~~

~~(HG)~~ under STFT Contracts, the Maximum Daily Quantity;

~~(H)~~ under ST-SN Contracts, the Maximum Daily Quantity; and

~~(J)~~ under FBT Contracts, the Maximum Daily Quantity; and

~~(K)~~ under SNB Contracts, the Contract Quantity.

~~(iii) Any forward haul component of an FBT Contract, that are affected by the disability in proportion Operating Demand Quantities of such Contract.~~

~~(iv) Back haul components of an FBT Contract as required due to any lack of forward haul quantities to support the back haul quantities.~~

~~2. If TransCanada estimates that it will be unable to meet its total minimum obligations to deliver under all of its contracts during the then current season, TransCanada shall order seasonal curtailment in the following order of priority:~~

~~(a) First under any Shipper's Make-up pursuant to the FST Toll Schedule~~

~~(b) Second under interruptible service provided pursuant to the IT and IT Backhaul Toll Schedules.~~

~~The toll for STS Overrun is the 100% Load Factor Toll. Therefore when STS Overrun is tolled at an equal or higher price than IT, then the priority of STS~~

~~Overrun is higher; when the STS Overrun Toll is at a lower price than IT, then the priority of STS Overrun is lower.~~

~~(c) Third under any gas storage program of TransCanada.~~

~~(d) Fourth under:~~

~~Diversions made:~~

~~(A) under FST Contracts which:~~

~~(I) cause the actual flow of gas on a lateral or extension to exceed the capability of the lateral or extension, and/or~~

~~(II) cause the actual flow of gas through a metering facility to exceed the capability of the metering facility, and/or~~

~~(III) cause the actual flow of gas on any segment of TransCanada's integrated pipeline system (including those notional segments comprised of TransCanada's maximum transportation entitlements under transportation agreements that it has with Great Lakes Gas Transmission, L.P., Union Gas Limited and Trans Québec and Maritimes Pipeline Inc.) 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 the Diversion been delivered at the delivery point(s) or delivery area specified in the FST Contract; and~~

~~(B) to TransCanada's St. Clair export delivery point under FST Contracts.~~

~~(e) Fifth under:~~

~~Alternate Receipts made pursuant to FT, FT-SN or FT-NR Contracts or Diversions made pursuant to FT, FT-SN, FT-NR or LT-WFS 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 TransCanada's integrated pipeline system (including those notional segments comprised of TransCanada's maximum transportation entitlements under transportation agreements that it has with Great Lakes Gas Transmission, L.P., Union Gas Limited and Trans Québec and Maritimes Pipeline Inc.) 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, been received at the receipt point and delivered at the delivery point or delivery area specified in the FT, FT-SN, FT-NR or LT-WFS Contract.~~

~~— Solely for the purpose of making the aforesaid determination, TransCanada may, for certain quantities, treat the point of interconnection between TransCanada's system and the system of Union Gas Limited at Parkway as a delivery point specified in those FT, FT-SN, FT-NR or LT-WFS Contracts which have delivery points on the segment of TransCanada's integrated system from Kirkwall to Niagara Falls.~~

~~(f) — Sixth Quantities to be delivered on a best efforts basis under STS and STS-L Contracts.~~

~~(g) — Seventh under FST Contracts up to the total amount that TransCanada is entitled to curtail under such contracts during such season under the provisions thereof other than under this Section XV.~~

~~(h) — Eighth proportionately under:~~

~~(i) — FT, FT-SN, FT-NR, FST, STFT, ST-SN, SNB, STS, STS-L and LT-WFS Contracts (other than quantities to be delivered on a best efforts basis under STS and STS-L Contracts) once the curtailments made in (c) above have taken place, in amounts proportional to the Operating Demand Quantities or Maximum Daily~~

~~Quantities, as the case may be, minus the quantities to be delivered pursuant to an Alternate Receipt and/or a Diversion of such Contracts,~~

- ~~(ii) — Alternate Receipts made pursuant to FT, FT-SN or FT-NR Contracts and /or Diversions made pursuant to FT, FT-SN, FT-NR, FST, or LT-WFS Contracts not already curtailed pursuant to subsections (d) and (e) above, in amounts to be delivered pursuant to such Alternate Receipt and/or Diversion.~~
- ~~(iii) — Any forward haul components of a FBT Contract, that are affected by the disability in proportion Operating Demand Quantities of such Contract.~~
- ~~(iv) — Back haul components of an FBT Contract as required due to any lack of forward haul quantities to support the back haul quantities.~~

~~For this purpose the seasonal requirement shall be:~~

- ~~(i) — under FST Contracts, the seasonal quantity of the applicable season, less the quantity curtailed pursuant to subsections 2 (a), (d) and (e) above.~~
- ~~(ii) — under FT Contract, FT-SN Contracts, SNB Contracts, FT-NR Contracts, STFT Contracts, ST-SN Contracts, STS Contracts, STS-L Contracts and FBT Contracts, TransCanada's estimate of Shipper's total seasonal requirements under each such Contract.~~
- ~~(iii) — under LT-WFS, the LT-WFS Maximum Daily Quantity, as the case may be, multiplied by the number of days in Shipper's Service Entitlement.~~

~~In curtailing deliveries under this subsection 2, TransCanada will endeavor to minimize its daily curtailments under its FT Contracts, FT-SN Contracts, FT-NR Contracts, STFT Contracts, ST-SN Contracts, SNB Contracts, LT-WFS Contracts, STS Contracts, STS-L Contracts and FBT Contracts in an attempt to meet Shipper's daily requirements for deliveries.~~

XVI DETERMINATION OF DAILY DELIVERIES

GENERAL TERMS and CONDITIONS

1. A Shipper 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 Shipper's Authorized Quantity under the applicable contract and/or toll schedule in accordance with such agreement as may exist between TransCanada and the downstream operator(s). Absent such agreement, shipper shall be deemed to have taken delivery of Shipper's Authorized Quantities sequentially as follows:

- ~~(a) IT Backhaul Contract Receipt Quantity~~
- ~~(ba) FT and MFP Contracts~~
- ~~(eb) FT-SN Contract~~
- ~~d(c) FT-NR Contract~~
- ~~(ed) STFT and ST-SN Contracts~~
- ~~(fe) STS and STS-L Contracts~~
- ~~(g) FBT Contract~~
- ~~(h) LT- WFS Contract~~
- ~~(i) firm portion of gas quantities under FST Contract~~
- ~~_____ (j) interruptible portion of gas quantities under FST Contract, except for any Shippers Make-up~~
- ~~(kf) IT and IT Backhaul Contracts, Delivery Quantity~~
- ~~_____ (l) Shippers Make-up under FST Contract~~

XVII DEFAULT AND TERMINATION

Subject to the provisions of Section XI, Section XIV, Section XV and Section XXIII of these General Terms and Conditions, if either TransCanada or Shipper 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

GENERAL TERMS and CONDITIONS

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 TransCanada 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 Shipper 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 TransCanada or Shipper 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, TOLL ZONES AND EXPORT DELIVERY POINTS

1. Delivery Areas

TransCanada's delivery areas for purposes of determining the Contract Demand applicable to the points of delivery of TransCanada's pipeline system are as follows:

GENERAL TERMS and CONDITIONS

Southwestern Delivery Area or SWDA
any point on TransCanada's St. Clair to Dawn pipeline.

Eastern Delivery Area or EDA
extends from a point on TransCanada's pipeline 24.99 kilometres east of TransCanada's Station 134 near Bowmanville, Ontario and from a point on TransCanada's North Bay Shortcut 23.09 kilometres east of TransCanada's Station 116 near North Bay, Ontario to a point on TransCanada'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.

~~2. Toll Zones~~

~~TransCanada's toll zones for purposes of determining the toll applicable to any point of delivery on TransCanada's pipeline system are as follows:~~

~~Saskatchewan Zone or Zone S~~

~~includes all points in the Saskatchewan Southern Delivery Area.~~

~~Manitoba Zone or Zone M~~

~~includes all points in the Manitoba Delivery Area.~~

~~Western Zone or Zone W~~

~~includes all points in the Western Delivery Area.~~

~~Northern Zone or Zone N~~

~~includes all points in the Northern Delivery Area and the Sault Ste. Marie Delivery Area.~~

~~Eastern Zone or Zone E~~

~~includes all points in the North Central Delivery Area, the Central Delivery Area and the Eastern Delivery Area.~~

~~Southwest Zone or Zone SW~~

~~includes all points in the Southwestern Delivery Area.~~

XXI INCORPORATION IN TOLL SCHEDULES AND CONTRACTS

1. These General Terms and Conditions are incorporated in and are a part of all of TransCanada's Toll Schedules, Contracts and transportation service contracts.

Schedule of Nomination Times (CCT)

Gas Day Time	Class of Service *	Effective 0900 Hours Next Gas Day
12:00	All Services	Faxed, EBB & EDI (EBB & EDI commencing on October 1, 1997)

~~Please refer to FST Toll Schedule for appropriate times.~~

** Effective October 1, 1997 nominations for service must be received by TransCanada through its electronic bulletin board or EDI at the time specified pursuant to Section XXII of the General Terms and Conditions. TransCanada shall not accept nominations by fax unless TransCanada's electronic bulletin board 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 TransCanada via fax or by other electronic means as determined from time to time by TransCanada.

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 TransCanada determines has been received during any time period under all transportation service contracts with a Shipper; and
 - (ii) for any delivery point or delivery area, means the total quantity of gas which TransCanada determines has been delivered during any time period under all transportation service contracts with a Shipper.
- (b) "Total Authorized Quantity" or "TAQ" for any day:
- (i) for any receipt point, means the sum of the Shipper's Authorized Quantities under all transportation service contracts at that receipt point.

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- (ii) for any delivery point or delivery area, means the sum of the Shipper's Authorized Quantities under all transportation service contracts at a delivery point or for that delivery area.
- (c) "Daily Variance" for a Shipper 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 result when the Daily Demand Toll for FT service from Empress to KPUC EDA, as set out in the List of Tolls. Canadian Firm Service to the Eastern Zone Toll, as set out in the List of Tolls, is multiplied by 12 and divided by the number of days in the Year.~~
- (e) "Average Authorized Quantity" or "AAQ" for a Shipper 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 Shipper at any delivery point, delivery area or receipt point.

3. Emergency Operating Conditions

(a) EOC Definition

"Emergency Operating Conditions" ("EOC") means that TransCanada 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 Shipper variances during periods of extreme weather changes, and/or supply, market, pipeline interruptions, and TransCanada issues an EOC notice pursuant to subsection 3(b).

(b) EOC Notices

If TransCanada determines an EOC exists, TransCanada shall issue notice to all Shippers via High Priority Bulletin on its electronic bulletin board setting out the following information related to the EOC:

- i) EOC effective time, and

STORAGE TRANSPORTATION SERVICE CONTRACT

THIS CONTRACT FOR STORAGE TRANSPORTATION SERVICE, made as of the _____ day of _____ 20__.

BETWEEN:

TRANSCANADA PIPELINES LIMITED
a Canadian corporation
("TransCanada")

OF THE FIRST PART

and

("Shipper")

OF THE SECOND PART

WITNESSES THAT:

WHEREAS TransCanada owns and operates a natural gas pipeline system extending from a point near the Alberta/Saskatchewan border where TransCanada'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 TransCanada provides firm transportation service to Shipper 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 TransCanada contract identifier _____ (the "FT Contract" or "MFP Contract"); and

WHEREAS Shipper has entered into storage arrangements for the storage of gas; and

WHEREAS Shipper has entered into transportation arrangements with _____, other Transporter, whereby other Transporter will accept gas delivered on Shipper's behalf by TransCanada at the Storage Injection Point(s) for transportation to storage and other Transporter will deliver gas to TransCanada from storage at the Storage Withdrawal Point on Shipper'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 TransCanada to Shipper 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 TransCanada on Shipper'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 TransCanada on Shipper's behalf is the Storage Withdrawal Point as set out in Exhibit "A" of this STS Contract.

ARTICLE IV - TOLLS

4.1 Shipper shall pay for all transportation service hereunder from the Date of Commencement in accordance with TransCanada's Storage Transportation Service Toll Schedule (the "STS Toll Schedule"), List of Tolls, and General Terms and Conditions set out in TransCanada's Transportation Tariff as same may be amended or approved from time to time by the NEB.

4.2 Shipper's obligation to pay for service hereunder shall continue throughout the term of this Contract notwithstanding that Shipper's right to store gas may have been suspended, terminated, or is otherwise not available to Shipper.

ARTICLE V - TERM OF CONTRACT

5.1 This Contract shall be effective from the date hereof and shall continue until _____, _____.

EXHIBIT "A"

This is EXHIBIT "A" to the CONTRACT for STORAGE TRANSPORTATION SERVICE, made as of the _____ day of _____, 20__, between TRANSCANADA PIPELINES LIMITED ("TransCanada") and _____.

The storage injection point(s) hereunder is the point of interconnection between the pipeline facilities of TransCanada 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 TransCanada and _____ which is located at: _____ (the "Storage Withdrawal Point").

The market point hereunder is the point of interconnection between pipeline facilities of TransCanada 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 Shipper desires from time to time to have quantities of gas, otherwise deliverable under Shipper'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 Shipper 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 TransCanada, and to have TransCanada transport such quantities from the Storage Withdrawal Point for delivery to Shipper at the Market Point on a firm basis, in order to enable Shipper to better meet the needs of its markets; and

Schedule, to accept at the Storage Withdrawal Point, and transport and deliver to Shipper at the Market Point quantities of gas (the "Daily Withdrawal Quantity"); PROVIDED that TransCanada 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 Shipper 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 Shipper'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 Shipper 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 TransCanada, and to have TransCanada transport such quantities from the Storage Withdrawal Point for delivery to Shipper at the Market Point on a firm basis, in order to enable Shipper 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.

III Market is Downstream From Storage - No Precedent Agreement**Insert A**

WHEREAS the Market Point is downstream of the Storage Withdrawal Point; and

WHEREAS Shipper desires from time to time to have quantities of gas, otherwise deliverable under Shipper'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 Shipper 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 TransCanada, and to have TransCanada transport such quantities from the Storage Withdrawal Point for delivery to Shipper at the Market Point on a firm basis, in order to enable Shipper to better meet the needs of its markets; and

WHEREAS Shipper has satisfied in full, or TransCanada has waived, each of the conditions precedent set out in sub-Section 1.1 of TransCanada'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 TransCanada agrees to deliver a quantity of gas (the "Daily Injection Quantity") as requested by Shipper to the Storage Injection Point(s) on a firm basis, in accordance with sub-Section 2.2(c) of the STS Toll Schedule; PROVIDED that TransCanada is obligated to deliver only such quantity as other Transporter will accept on Shipper'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, TransCanada agrees, in accordance with the provisions of sub-Section 2.2(c) of the STS Toll Schedule, to accept at the Storage Withdrawal Point, transport and deliver to Shipper at the Market Point quantities of gas (the "Daily Withdrawal Quantity"); PROVIDED that TransCanada 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 Shipper 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 Shipper'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 Shipper 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 TransCanada, and to have TransCanada transport such quantities from the Storage Withdrawal Point for delivery to Shipper at the Market Point on a firm basis, in order to enable Shipper to better meet the needs of its markets; and

WHEREAS Shipper has satisfied in full, or TransCanada has waived, each of the conditions precedent set out in sub-Section 1.1 of TransCanada'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, TransCanada agrees to deliver a quantity of gas (the "Daily Injection Quantity") as requested by Shipper to the Storage Injection Point(s), in accordance with sub-Section 2.2(c) of the STS Toll Schedule; PROVIDED that TransCanada is obligated to deliver only such quantity as other Transporter will accept on Shipper's behalf on such day, and PROVIDED that TransCanada 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 TransCanada agrees, in accordance with the provisions of sub-Section 2.2(c) of the STS Toll Schedule, to accept at the Storage Withdrawal Point, transport and deliver to Shipper 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
("TransCanada")

OF THE FIRST PART

and

("Shipper")

OF THE SECOND PART

WITNESSES THAT:

WHEREAS TransCanada owns and operates a natural gas pipeline system extending from a point near the Alberta/Saskatchewan border where TransCanada'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 TransCanada 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 Shipper has entered into storage arrangements for the storage of gas; and

WHEREAS Shipper has entered into transportation arrangements with _____, other Transporter, whereby other Transporter will accept gas delivered on Shipper's behalf by TransCanada at the Storage Injection Point(s) for transportation to storage, and other Transporter will deliver gas to TransCanada from storage at Storage Withdrawal Point on Shipper's behalf; and

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 ("TransCanada") and _____.

The Linked FT or MFP Contract(s) to this STS-L Contract are as follows:

The FT or MFP Contract, dated _____ between TransCanada and FT or MFP Shipper _____ identified by the TransCanada contract identifier as _____.

The FT or MFP Shipper and the STS-L Shipper each hereby agrees and acknowledges that during the period between the first Day of ____ 20__ until the last Day of _____ 20__, (the "Linked Term")

TransCanada shall be entitled to use all Contract Demand under the Linked FT or MFP Contract for the purpose of determining the STS-L Shipper's Daily Operational Injection Quantity.

FT or MFP Shipper hereby agrees and acknowledges that if the STS-L Shipper 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 Shipper

per: _____

per: _____

per: _____

per: _____

FT or MFP Shipper

per: _____

per: _____

FIRM SERVICE TENDERED CONTRACT

THIS FIRM SERVICE TENDERED CONTRACT FOR FIRM TRANSPORTATION SERVICE, made as of the ___ day of ___, 20__.

BETWEEN: TRANSCANADA PIPELINES LIMITED a Canadian corporation ("TransCanada")

OF THE FIRST PART

and

("Shipper")

OF THE SECOND PART

WITNESSES THAT:

WHEREAS TransCanada owns and operates a natural gas pipeline system extending from a point near the Alberta/Saskatchewan border where TransCanada'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 Shipper has requested and TransCanada has agreed to transport quantities of gas that are delivered by Shipper or Shipper's agent to TransCanada 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 Shipper has satisfied in full the conditions precedent in Sections 1.1 (b) and (c) of TransCanada's Firm Service Tendered Toll Schedule referred to in Section 7.1 hereof (the "FST Toll Schedule"); and

WHEREAS the quantified of gas delivered hereunder by Shipper or Shipper's agent to TransCanada are to be removed from the province of production of such gas by Shipper and/or Shipper's suppliers and/or its (their) designated agent(s) pursuant to valid and subsisting permits and/or such other authorizations in respect thereof.

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~~

2.1 _____ Subject to the provisions of this Contract the FST Toll Schedule, the List of Tolls, and the General Terms and Conditions referred to in Section 7.1 hereof, TransCanada shall, commencing on the Date of Commencement, tender to Shipper quantities of transportation capacity ("ACQ Capacity") equal in aggregate to the capacity required to transport a quantity of _____ GJ over a twelve (12) month period commencing any November 1 during the term hereof (the "Annual Contract Quantity" or "ACQ").

~~ARTICLE III - DELIVERY POINT AND RECEIPT POINT~~

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".

~~ARTICLE IV - TOLLS~~

4.1 Shipper shall pay for all transportation service hereunder from the Date of Commencement in accordance with TransCanada's FST Toll Schedule, List of Tolls, and General Terms and Conditions set out in TransCanada's Transportation Tariff as same may be amended or approved from time to time by the National Energy Board ("NEB").

~~ARTICLE V - TERM OF CONTRACT~~

5.1 _____ This Contract shall be effective from the date hereof and shall continue until the _____ day of _____, 20____.

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: TransCanada Tower
111 – 5th Avenue S.W.
Calgary, Alberta

Attention: Director, Customer Service
Telecopy:

(iii) nominations: Attention: Manager, Nominations & Allocations
Telecopy:

(iv) bills: Attention: Manager, Contracts & Billing
Telecopy:

(v) other matters: Attention: Director, Customer Service
Telecopy:

IN THE CASE OF SHIPPER:

(i) mailing address:

(ii) delivery address:

(iii) nominations: Attention:
Telecopy:

(iv) bills: Attention:
Telecopy:
E-mail address:

(v) other matters: Attention:
Telecopy:

Notice may be given by telecopier or other telecommunication device 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, telecopier or other telecommunication service 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, telecopier or other telecommunication, 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 FST Toll Schedule, the List of Tolls, and the General Terms and Conditions set out in TransCanada's Transportation Tariff as amended or approved from time to time by the NEB 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. TransCanada shall notify Shipper at any time that TransCanada files with the NEB revisions to the FST Toll Schedule, the List of Tolls, and/or the General Terms and Conditions (the "Revisions") and shall provide Shipper with a copy of the Revisions.

7.2 The headings used throughout this Contract, the FST 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.

7.4 Shipper may convert service hereunder to FS service PROVIDED that all of the following conditions are met:

(a) Shipper must provide TransCanada with written notice (the "FST Conversion Notice") at least three (3) years in advance of the contract year for which the conversion is requested.

(b) The FST Conversion Notice must specify the proportion of the ACQ Capacity to be converted to FS hereunder. Subject to any carry forward pursuant to Section 7.4(c) hereof, the maximum which can be converted in any one year is one-third (1/3) of Shipper's original Annual Contract Quantity.

(c) Any right not exercised under Sections 7.4 (a) and (b) hereof shall carry forward subject to Shipper providing TransCanada with written notice three (3) years in advance of the contract year for which the conversion is requested; provided further that the maximum which can be converted in any one year shall be two-thirds (2/3) of the Annual Contract Quantity.

(a) The FST Conversion Notice must specify one Delivery Area only to which FS service is to be provided, such Delivery Area to be one to which deliveries are allowed pursuant to the FST Toll Schedule.

(b) TransCanada must receive approval from the NEB to increase its capacity if necessary to allow this conversion, and such increase in capacity must be available for service to TransCanada.

_____ IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the date first above written.

_____ TRANSCANADA PIPELINES LIMITED
per _____
per _____
.....
per _____
per _____

EXHIBIT "1"

This is EXHIBIT "1" to the _____ FIRM SERVICE TENDERED CONTRACT for FIRM TRANSPORTATION SERVICE, made as of the _____ day of _____, 20__ between TRANSCANADA PIPELINES LIMITED ("TransCanada") and _____ ("Shipper").

The Delivery Point(s) hereunder is(are) the(those) point(s) of interconnection between the pipeline facilities of TransCanada and _____ which is(are) located at:

The Receipt Point(s) hereunder is (are) the (those) point(s) of interconnection between the pipeline facilities of TransCanada and _____ which is (are) located at:

DIFFERENT CONTRACT VERSIONS

I Firm Service Tendered 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_____.

II Firm Service Tendered Contract Following 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 TransCanada shall use reasonable efforts to have the additional facilities (and/or obtain such transportation arrangements on other natural gas transmission systems) as may be required to effect the transportation of the gas hereunder (the "Necessary Capacity") in place by _____, _____, or as soon as possible thereafter. TransCanada shall use reasonable efforts to provide Shipper with ten (10) days advance Notice of the anticipated availability of the Necessary Capacity (the "Advance Notice"). TransCanada shall give Shipper Notice of the actual date of availability of the Necessary Capacity ("TransCanada'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 Shipper first nominates and TransCanada authorizes service hereunder; or
- (b) the tenth (10th) day following the day on which Shipper received TransCanada's Notice;

PROVIDED that Shipper shall not be obligated to a Date of Commencement which is earlier than the _____, _____, unless mutually agreed upon by both parties.

INTERRUPTIBLE BACKHAUL TRANSPORTATION SERVICE CONTRACT

THIS INTERRUPTIBLE BACKHAUL TRANSPORTATION SERVICE CONTRACT, made as of the ____ day of _____, 20__.

BETWEEN:

TRANSCANADA PIPELINES LIMITED
a Canadian corporation
("TransCanada")

OF THE FIRST PART

and

("Shipper")

OF THE SECOND PART

WITNESSES THAT:

WHEREAS TransCanada owns and operates a natural gas pipeline system extending from a point near the Alberta/Saskatchewan border where TransCanada'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 Shipper has requested and TransCanada has agreed to transport quantities of gas that are delivered by Shipper or Shipper's agent to TransCanada at the receipt point(s) authorized in accordance with Section 2.1 hereof (the "Receipt Point(s)"), from the Receipt Point(s) to the delivery point(s) authorized in accordance with Section 2.1 hereof (the "Delivery Point(s)") pursuant to the terms and conditions of this Contract; and

WHEREAS Shipper has satisfied in full the conditions precedent in Sections 1.1 (b), (c), (d), and (e) of TransCanada's Interruptible Backhaul Service Toll Schedule (the "IT Backhaul Toll Schedule") referred to in Section 7.1 hereof; and

~~WHEREAS Shipper agrees to protect TransCanada against any failure by Shipper or Shipper's agents to deliver to TransCanada at the Receipt Point(s) that quantity of gas equal to the quantity that TransCanada delivers to Shipper at the Delivery Point(s) during the same day.~~

~~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 ("Date of Commencement") of service hereunder shall be the date for which Shipper first nominates and TransCanada authorizes service hereunder.~~

ARTICLE II - DELIVERY POINT AND RECEIPT POINT

~~2.1 Shipper shall be entitled to nominate service to any combination of Receipt Point(s) and (Export/Domestic) Delivery Point(s) acceptable to TransCanada which, in TransCanada's sole judgment, would not result in the transportation of gas between such points constituting a forward haul service.~~

ARTICLE III - TOLLS

~~3.1 Shipper shall pay for all transportation service hereunder from the Date of Commencement in accordance with TransCanada's IT Backhaul Service Toll Schedule, List of Tolls and General Terms and Conditions as described in Section 7.1 hereof set out in TransCanada's Transportation Tariff as same may be amended or approved from time to time (the "Tariff") by the National Energy Board ("NEB"). If the toll payable from IT Backhaul transportation service between the Receipt Point(s) and the Delivery Point(s) is not set forth in the List of Tolls, then TransCanada shall calculate such toll using the methodology approved by the NEB and thereafter such toll shall apply to such service (subject to amendment by TransCanada from time to time to reflect decisions of the NEB).~~

~~3.2 Shipper shall pay for all delivery pressure service hereunder from the Date of Commencement in accordance with TransCanada's IT Backhaul Toll Schedule, List of Tolls and General Terms and Conditions set out in TransCanada's Transportation Tariff as the same may be amended from time to time by the NEB.~~

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 - SHIPPER TO SUPPLY GAS

~~5.1 — On each day for which service is requested by Shipper and authorized by TransCanada hereunder in accordance with Sections 2.1 and 2.2 of the IT Backhaul Toll Schedule, Shipper or Shipper's agent shall deliver or make available to TransCanada at the Receipt Point(s) a quantity of gas equal to Shipper's Authorized Quantity in accordance with Section II - "Applicability and Character of Service" of the General Terms and Conditions.~~

~~5.2 — Shipper shall forthwith notify TransCanada of any break, stoppage, interruption or delay of any cause or form, which may result in Shipper failing to comply with Section 5.1 hereto.~~

~~5.3 — Notwithstanding anything in Section XIV of the General Terms and Conditions to the contrary, and in addition to charges that TransCanada may assess under Section XXII of the General Terms and Conditions, Shipper shall hold TransCanada harmless for all losses, expenses, monetary or other damages, and costs of any kind incurred by TransCanada or for which TransCanada becomes liable to Shipper, Shipper's agents or any third party, due to failure by Shipper or Shipper's agents to deliver to TransCanada, on any day, a quantity of gas at the Receipt Point(s) which is equivalent to the quantity of gas delivered by TransCanada to Shipper at the Delivery Point(s) on such day.~~

~~5.4 — For all purposes under this Contract, Shipper agrees that the GHVd shall equal the GHVt as those terms are defined in the General Terms and Conditions.~~

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: TransCanada Tower
450 - 1st Street S.W.
Calgary, Alberta
T2P 5H4

Attention: Director, Customer Service
Telecopy:

(iii) nominations: Attention: Manager, Nominations & Allocations
Telecopy:

(iv) bills: Attention: Manager, Contracts & Billing
Telecopy:

(v) other matters: Attention: Director, Customer Service
Telecopy:

IN THE CASE OF SHIPPER:

(i) mailing address:

(ii) delivery address:

(iii) nominations: Attention:
Telecopy:

(iv) bills: Attention:
Telecopy:
E-mail address:

(v) other matters: Attention:
Telecopy:

Notice may be given by telecopier or other telecommunication device 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, telecopier or other telecommunication service 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, telecopier or other telecommunication, 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 IT Backhaul Toll Schedule, the List of Tolls, and the General Terms and Conditions set out in TransCanada's Transportation Tariff as amended or approved from time to time by the NEB 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. TransCanada shall notify Shipper at any time that TransCanada files with the NEB revisions to the IT Backhaul Toll Schedule, the List of Tolls, and/or the General Terms and Conditions (the "Revisions") and shall provide Shipper with a copy of the Revisions.~~

~~7.2 — The headings used throughout this Contract, the IT Backhaul 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.~~

ARTICLE VIII – DELIVERY PRESSURE

8.1 — TransCanada shall increase the line pressure of the gas it delivers to Shipper to the pressure necessary to have the interconnecting pipeline accept receipt of such gas from Shipper for transportation, provided that, from the Date of Commencement until the termination of this Contract, TransCanada shall not be obligated to provide pressure beyond the limits listed in the table following.

Delivery Point	Interconnecting Pipeline	Pressure Requirement kPa(g)
Emerson I	Viking Gas Transmission Company	Not greater than 5 170
Emerson II	Great Lakes Gas Transmission Limited	Not greater than 5 460
Dawn	Union Gas Transmission Ltd, Enbridge Gas Distribution Ltd.	Not less than 4 850
Niagara Falls	Tennessee Gas Pipeline Company	Not less than 4 830
Iroquois	Iroquois Gas Transmission System, L.P.	Not greater than 9 895
Chippawa	Empire State Pipeline	Not greater than 8 450

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the date first above written.

TRANSCANADA PIPELINES LIMITED

per _____ per _____

per _____ per _____

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, TransCanada and Shipper 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 TransCanada'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, TransCanada shall provide firm transportation service to Shipper 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 Shipper shall pay for all transportation service hereunder in accordance with TransCanada's STFT Toll Schedule, List of Tolls, and General Terms and Conditions set out in TransCanada's Transportation Tariff, as each may be amended from time to time by the National Energy Board ("NEB"). The toll to be paid by Shipper hereunder shall be ~~that the STFT Bid Price, specified in Exhibit "A" Addendum to this Contract entered into from time to time by the parties for the transportation service described therein.~~

ARTICLE V - TERM OF CONTRACT

EXHIBIT "A" ADDENDUM

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 ("TransCanada") and _____ ("Shipper").

System Segment _____

The Delivery Point hereunder is the point of interconnection between the pipeline facilities of TransCanada and _____ which is located at or near _____.

The Receipt Point hereunder is the point of interconnection between the pipeline facilities of TransCanada and _____ which is located at or near _____.

STFT Service Period: _____

Maximum Daily Quantity: _____ GJ Minimum Daily Quantity: _____ GJ

STFT Bid Price Percentage: (\$/GJ/day, maximum 4-2 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 ___

Shipper Contact

Name: _____

Address: _____

Telephone: _____ Telecopy : _____

Dated this _____ day of _____, 20____.

Shipper:

TransCanada PipeLines Limited:

By: _____

By: _____

Title: _____

Title: _____

By: _____

By: _____

Title: _____

Title: _____

ENHANCED CAPACITY RELEASE SERVICE CONTRACT

THIS ENHANCED CAPACITY RELEASE SERVICE CONTRACT made as of the ____ day of _____, 20__.

BETWEEN:

TRANSCANADA PIPELINES LIMITED
a Canadian Corporation ("TransCanada")
OF THE FIRST PART

AND:

_____,

_____, ("Replacement Shipper")
OF THE SECOND PART

WITNESSES THAT:

WHEREAS TransCanada owns and operates a natural gas pipeline system extending from a point near the Alberta/Saskatchewan border where TransCanada'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 TransCanada and Replacement Shipper are parties to the firm transportation service agreement as identified in each Exhibit "A" appended hereto from time to time as the same may be extended, renewed, amended or superseded from time to time (the "FT Contract" or "MFP Contract") or Replacement Shipper is the assignee under a temporary assignment of all or a portion of the FT Contract or the MFP Contract (the "Temporary Assignment");

AND WHEREAS TransCanada and Great Lakes Gas Transmission Limited Partnership ("Transporter") are parties to a firm natural gas transportation service agreement, dated April 13, 1994, as the same may be extended, renewed, amended or superseded from time to time (the "FT004 Service Agreement");

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, telecopier or other telecommunication service 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, telecopier or other telecommunication, and any Notice so given shall be deemed to be given as of the date and time of the telephone notice.

ARTICLE VI- MISCELLANEOUS PROVISIONS

6.1 Notwithstanding any provision of this Contract or the provisions of Transporter's FERC Gas Tariff, Replacement Shipper shall not and Replacement Shipper shall ensure that its Designate (if any) shall not change TransCanada's primary receipt point(s) and primary delivery point(s) under the FT004 Service Agreement without the prior written consent of TransCanada, whose consent may be withheld at TransCanada's discretion. Replacement Shipper or its Designate, as the case may be, may utilize secondary receipt point(s) and secondary delivery point(s) in accordance with the Transporter's FERC Gas Tariff.

6.2 If on any day Replacement Shipper fails to redeliver all or any portion of the required quantities of natural gas at the designated Redelivery Point, TransCanada shall, in its sole discretion, have the right to curtail deliveries to Replacement Shipper and/or Replacement Shipper's agents at the delivery point(s) stipulated in the FT Contract or MFP Contract in amounts equivalent in quantity to the portion of such natural gas not received by TransCanada from Replacement Shipper at the Redelivery Point; provided however, TransCanada shall exercise reasonable efforts to curtail such deliveries in the manner requested by Replacement Shipper.

6.3 Replacement Shipper shall indemnify and hold harmless TransCanada, its directors, officers, employees and agents of and from any and all debts, demands, claims, charges, actions, or damages which may be asserted, claimed or brought by any person resulting from or related in any way to the curtailment of deliveries made by TransCanada as a result of

EXHIBIT "A"

Enhanced Capacity Release Service Contract Addendum

This is Exhibit A, made as of the ____ day of _____, _____, to the Enhanced Capacity Release Service Contract ("the Contract") dated as of the ____ day of _____, _____, between TransCanada PipeLines Limited ("TransCanada") and _____ ("Replacement Shipper"). For purposes of this Contract, Replacement Shipper's Delivery Point on TransCanada's system shall be Emerson II, Manitoba.

Is the Replacement FT Service Agreement being signed by a Designate? Yes No

Designate Name: _____

This capacity release is made in conjunction with the following FT or MFP Contract:

Nom. Group Number	FT or MFP Contract Number	Date of FT or MFP Contract	FT or MFP Contract Delivery Point/Area	Qty. of Released Capacity (DT/day)	Qty. of Released Capacity (GJ/day)

Note: 1,000,000 DT = 1,055,056 GJ

Is Replacement Shipper's FT or MFP Service pursuant to a Temporary Assignment? Yes No

Temporary Assignment Number	Start Date of Temporary Assignment	End Date of Temporary Assignment

Great Lakes Reservation Fee: _____ (\$US/DT/Month)

Great Lakes Primary Receipt Point: Emerson II, Manitoba

Great Lakes Primary Delivery Point: St. Clair, Ontario

Redelivery Point(s): St. Clair, Ontario Dawn, Ontario

Duration of Release in Days: _____

Releasing Period:

Commencing from and including _____ up to and including _____.

~~LONG TERM WINTER FIRM SERVICE CONTRACT~~

~~THIS LONG TERM WINTER FIRM SERVICE CONTRACT for Long Term Winter Firm Transportation Service, made as of the _____ day of _____, 20__~~

~~BETWEEN:~~

~~TRANSCANADA PIPELINES LIMITED
a Canadian corporation
("TransCanada")~~

~~_____ OF THE FIRST PART~~

~~AND:~~

~~_____

("Shipper")~~

~~_____ OF THE SECOND PART~~

~~WITNESSES THAT:~~

~~WHEREAS TransCanada owns and operates a natural gas pipeline system extending from a point near the Alberta/Saskatchewan border where TransCanada'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 Shipper has satisfied in full, or TransCanada has waived, each of the conditions precedent set out in Sub Sections 1.1 (c) and (d) of TransCanada's Long Term Winter Firm Service Toll Schedule referred to in Section 7.1 hereof (the "LT WFS Toll Schedule"); and~~

~~WHEREAS Shipper has requested and TransCanada has agreed to transport quantities of gas that are delivered by Shipper or Shipper's agent to TransCanada 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 Shipper or Shipper's agent to TransCanada are to be removed from the province or country of production of such gas by Shipper and/or Shipper'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 _____.

Insert B

ARTICLE II - GAS TO BE TRANSPORTED

2.1 Subject to the provisions of this Contract, the LT-WFS Toll Schedule, the List of Tolls, and the General Terms and Conditions referred to in Section 7.1 hereof, TransCanada shall, commencing on the Date of Commencement, provide transportation service hereunder for Shipper for a total of _____ days (the "Service Entitlement") during the period _____, to _____, for a term of _____ years ending _____, in respect of a quantity of gas which, in any one day, shall not exceed _____ GJ (the "LT-WFS Maximum Quantity");

ARTICLE III - DELIVERY POINT AND RECEIPT POINT

3.1 The Delivery Point hereunder are those points specified as such in Exhibit "A" which is attached hereto and made a part hereof.

3.2 The Receipt Point(s) hereunder are those points specified as such in Exhibit "A" hereof.

ARTICLE IV - TOLLS

4.1 Shipper shall pay for all transportation service hereunder from the Date of Commencement in accordance with TransCanada's LT-WFS Toll Schedule, List of Tolls and General Terms and Conditions set out in TransCanada's Transportation Tariff as the same may be amended or approved from time to time by the NEB. The toll to be paid hereunder shall be that amount set forth in Exhibit "B" attached hereto and forming a part hereof.

Insert C

ARTICLE V - TERM OF CONTRACT

5.1 This Contract shall be effective from the date hereof and shall continue until and including the last day of the last Winter Availability Period.

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: TransCanada Tower
450 1st Street S.W.
Calgary, Alberta
T2P 5H1

Attention: Director, Customer Service
Telecopy:

(iii) nominations: Attention: Manager, Nominations & Allocations
Telecopy:

(iv) bills: Attention: Manager, Contracts & Billing
Telecopy:

(v) other matters: Attention: Director, Customer Service
Telecopy:

IN THE CASE OF SHIPPER:

(i) mailing address: _____

(ii) delivery address: _____

(iii) nominations: _____ Attention: _____
_____ Telecopy: _____

(iv) bills: _____ Attention: _____
_____ Telecopy: _____
_____ E-mail address: _____

(v) other matters: _____ Attention: _____
_____ Telecopy: _____

~~Notice may be given by telecopier or other telecommunication device 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, telecopier or other telecommunication service 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, telecopier or other telecommunication, 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 LT-WFS Toll Schedule, List of Tolls and the General Terms and Conditions set out in TransCanada's Transportation Tariff as amended or approved from time to time by the NEB 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. TransCanada shall notify Shipper at any time that TransCanada files with the NEB revisions to the General Terms and Conditions, List of Tolls and/or the LT-WFS Toll Schedule (the "Revisions") and shall provide Shipper with a copy of the Revisions.

7.2 The headings used throughout this Contract, the LT-WFS 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 For the purpose of measurement of gas delivered hereunder at any delivery point for export to the United States, TransCanada and Shipper agree that the average atmospheric (barometric) pressure at such delivery points shall be assumed to be constant during the term hereof at 99.285 kilopascals absolute, regardless of variations in the actual barometric pressure from time to time.

7.4 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.

TRANSCANADA PIPELINES LIMITED

per _____

per _____

.....

per _____

per _____

EXHIBIT "A"

_____ This is EXHIBIT "A" to the ~~LONG-TERM WINTER FIRM SERVICE CONTRACT~~ for ~~LONG-TERM WINTER FIRM SERVICE~~, made as of the ____ day of _____ 20____ between TRANSCANADA PIPELINES LIMITED ("TransCanada") and _____.

_____ The Delivery Point hereunder is the point of interconnection between the pipeline facilities of TransCanada and _____ which is located at:

_____ The Receipt Point(s) hereunder is(are) the (those) point(s) of interconnection between the pipeline facilities of TransCanada and _____ which is (are) located at:

EXHIBIT "B"

_____ This is EXHIBIT "B" to the ~~LONG-TERM WINTER FIRM SERVICE CONTRACT~~ for ~~LONG-TERM WINTER FIRM SERVICE~~, made as of the ____ day of _____ 20____ between TRANSCANADA PIPELINES LIMITED ("TransCanada") and _____.

_____ The toll to be paid under this Long-Term Winter Firm Service Contract shall be the Bid Value (as defined in the LT-WFS Toll Schedule) of _____ * multiplied by the sum of applicable FT Daily Demand Toll and Commodity Toll (100% Load Factor Toll), as they may be amended from time to time by the NEB (the LT-WFS Toll).

* Insert any value between and including 1.00 to 1.40

DIFFERENT CONTRACT VERSIONS

~~I~~ ~~For Long-Term Winter Firm Service Contract executed following Completion of a Precedent Agreement~~

Insert A

~~WHEREAS the parties hereto have 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 TransCanada shall use reasonable efforts to have the additional facilities (and/or obtain such transportation arrangement on other gas transmission systems) as may be required to effect the transportation of the quantities hereunder (the "Necessary Capacity") in place by _____, 20____, or as soon as possible thereafter. TransCanada's ability to provide service by _____, 20____, will be subject to inter alia:~~

~~(a) the timing of receipt by Shipper and TransCanada of the authorizations referred to in paragraphs 1 and 2 of the Precedent Agreement which are required prior to the commencement of construction of TransCanada's facilities and the timing of the commencement of the services required by TransCanada (if any) on the systems of Great Lakes Gas Transmission Limited Partnership and Union Gas Limited; and~~

~~(b) the lead time required for the acquisition, construction and installation of those facilities required by TransCanada.~~

~~TransCanada shall use reasonable efforts to provide Shipper with ten (10) days advance notice of the anticipated availability of the Necessary Capacity (the "Advance Notice"). TransCanada shall give Shipper notice of the actual date of availability of the Necessary Capacity ("TransCanada'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 Shipper first nominates and TransCanada authorizes service hereunder; or~~

~~(b) the tenth (10th) day following the date on which Shipper received TransCanada's Notice,~~

~~PROVIDED that Shipper shall not be obligated to a Date of Commencement which is earlier than _____, 20____, unless mutually agreed upon by both parties.~~

~~**II Contracts with Emerson I and II, Dawn, Niagara Falls, Iroquois and Chippawa as Delivery Points**~~

~~**Insert C**~~

~~4.2 Shipper shall pay for all delivery pressure service hereunder from the Date of Commencement in accordance with TransCanada's LT-WFS Toll Schedule, List of Tolls and General Terms and Conditions set out in TransCanada's Transportation Tariff as the same may be amended or approved from time to time by the NEB.~~

(a) Emerson I (Viking) Delivery Point

Insert D

ARTICLE VIII - DELIVERY PRESSURE

8.1 TransCanada shall increase the line pressure of the gas it delivers to Shipper at the Delivery Point to the pressure necessary for Shipper to have Viking Gas Transmission Company accept receipt of such gas from Shipper for transportation from the Delivery Point, provided that, from the Date of Commencement until the termination of this Contract, TransCanada 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 TransCanada shall increase the line pressure of the gas it delivers to Shipper at the Delivery Point to the pressure necessary for Shipper to have Great Lakes Gas Transmission Limited Partnership accept receipt of such gas from Shipper for transportation from the Delivery Point, provided that, from the Date of Commencement until the termination of this Contract, TransCanada 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 TransCanada shall increase the line pressure of the gas it delivers to Shipper 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 ————— TransCanada shall increase the line pressure of the gas it delivers to Shipper 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 ————— TransCanada shall increase the line pressure of the gas it delivers to Shipper at the Delivery Point to the pressure necessary for Shipper to have Iroquois Gas Transmission System, L.P. accept receipt of such gas from Shipper 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

Insert D

ARTICLE VIII – DELIVERY PRESSURE

8.1 ————— TransCanada shall increase the line pressure of the gas it delivers to Shipper at the Delivery Point to the pressure necessary for Shipper to have Empire State Pipeline accept receipt of such gas from Shipper 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 8 450 kPa (g).

~~FIRM BACKHAUL TRANSPORTATION SERVICE CONTRACT~~

~~THIS FIRM BACKHAUL TRANSPORTATION SERVICE CONTRACT FOR FIRM TRANSPORTATION SERVICE, made as of the ___ day of _____, 20__.~~

BETWEEN:

TRANSCANADA PIPELINES LIMITED
a Canadian Corporation
("TransCanada")

OF THE FIRST PART

AND:

("Shipper")

OF THE SECOND PART

WITNESSES THAT:

~~WHEREAS TransCanada owns and operates a natural gas pipeline system extending from a point near the Alberta/Saskatchewan border where TransCanada'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 Shipper has requested and TransCanada has agreed to transport quantities of gas that are delivered to Shipper or Shipper's agent to TransCanada at each receipt point referred to in Section 3.2 hereof (the "Receipt Point(s)") to each delivery point referred to in Section 3.1 hereof (the "Delivery Point(s)") pursuant to the terms of this Contract.~~

~~WHEREAS Shipper has satisfied in full, or TransCanada has waived, each of the conditions precedent set out in Sections 1.1 (b), (c) (d) and (e) of TransCanada's FBT Toll Schedule referred to in Section 8.1 hereof; and~~

WHEREAS the quantities of gas delivered hereunder by Shipper or Shipper's agent to TransCanada are to be removed from the province or country of production of such gas by Shipper and/or Shipper'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, in consideration of the premises and the mutual covenants and agreements herein contained, TransCanada and Shipper 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 FBT Toll Schedule and in TransCanada'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 FBT Toll Schedule, the List of Tolls, and the General Terms and Conditions referred to in Section 8.1 hereof, TransCanada shall provide firm backhaul transportation service hereunder for Shipper in respect of a quantity of gas not in excess of the Maximum Daily Quantity specified in each 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 each Exhibit "A" entered into by the parties.

3.2 The Receipt Point(s) hereunder are those points specified as such in each Exhibit "A" entered into by the parties.

ARTICLE IV - TOLLS

4.1 Shipper shall pay for all transportation service hereunder in accordance with TransCanada's FBT Toll Schedule, List of Tolls, and General Terms and Conditions set out in TransCanada's Transportation Tariff, as the same may be amended or approved from time to time by the National Energy Board ("NEB").

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 TransCanada's Transportation Tariff.

5.2 In addition to the termination provisions set out in the General Terms and Conditions of TransCanada's 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 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: TransCanada Tower
450 – 1st Street S.W.
Calgary, Alberta, T2P 5H1

Attention: Director, Customer Service
Telecopy:

(iii) nominations: Attention: Manager, Nominations & Allocations
Telecopy:

(iv) bills: Attention: Manager, Contracts & Billing
Telecopy:

(v) other matters: Attention: Director, Customer Service
Telecopy:

IN THE CASE OF SHIPPER:

(i) mailing address: _____

(ii) delivery address: _____

(iii) nominations: _____ Attention: _____
_____ Telecopy: _____

(iv) bills: _____ Attention: _____
_____ Telecopy: _____
_____ E-mail address: _____

(v) other matters: _____ Attention: _____
_____ Telecopy: _____

~~Notice may be given by telecopier or other telecommunication device 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, telecopier or other telecommunication service 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, telecopier or other telecommunication, and any Notice so given shall be deemed to be given as of the date and time of the telephone notice.~~

ARTICLE VII - DELIVERY PRESSURE

7.1 _____ TransCanada shall increase the line pressure of the gas it delivers to Shipper at the Emerson I Delivery Point to the pressure necessary for Shipper to have Viking Gas Transmission Company accept receipt of such gas from Shipper for transportation from the Emerson I Delivery Point, provided that TransCanada shall not be obligated to provide a pressure greater than 5 170 kPa (g).

7.2 _____ TransCanada shall increase the line pressure of the gas it delivers to Shipper at the Emerson II Delivery Point to the pressure necessary for Shipper to have Great Lakes Gas

~~Transmission Limited Partnership accept receipt of such gas from Shipper for transportation from the Emerson II Delivery Point, provided that TransCanada shall not be obligated to provide a pressure greater than 5 460 kPa (g).~~

~~7.3 TransCanada shall increase the line pressure of the gas it delivers to Shipper at the Dawn Delivery Point to a pressure of not less than 4 850 kPa (g).~~

~~7.4 TransCanada shall increase the line pressure of the gas it delivers to Shipper at the Niagara Falls Delivery Point to a pressure of not less than 4 830 kPa (g).~~

~~7.5 TransCanada shall increase the line pressure of the gas it delivers to Shipper at the Iroquois Delivery Point to the pressure necessary for Shipper to have Iroquois Gas Transmission System, L.P. accept receipt of such gas from Shipper for transportation from the Iroquois Delivery Point, provided that such pressure is not greater than 9 895 kPa (g).~~

~~7.6 TransCanada shall increase the line pressure of the gas it delivers to Shipper at the Chippawa Delivery Point to the pressure necessary for Shipper to have Empire State Pipeline accept receipt of such gas from Shipper for transportation from the Chippawa Delivery Point, provided that such pressure is not greater than 8 450 kPa (g).~~

~~7.7 TransCanada shall increase the line pressure of the gas it delivers to Shipper at the East Hereford Delivery Point to the pressure necessary for Shipper to have Portland Natural Gas Transmission System accept receipt of such gas from Shipper for transportation from the East Hereford Delivery Point, provided that such pressure is not greater than 8 650 kPa (g).~~

ARTICLE VIII - MISCELLANEOUS PROVISIONS

~~8.1 The FBT Toll Schedule, the List of Tolls, and the General Terms and Conditions set out in TransCanada's Transportation Tariff as amended or approved from time to time by the NEB 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. TransCanada shall notify Shipper at any time that TransCanada files with the NEB revisions to the FBT Toll Schedule, the List of Tolls, and/or the General Terms and Conditions (the "Revisions") and shall provide Shipper with a copy of the Revisions.~~

~~8.2 The headings used throughout this Contract, the FBT 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 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.

8.4 This Contract, including the Exhibit "A" attached hereto, 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 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 to the date first above written.

_____ TRANSCANADA PIPELINES LIMITED

_____ per _____

_____ per _____

_____ per _____

_____ per _____

EXHIBIT "A" ADDENDUM

Firm Backhaul Transportation Service Contract Addendum

This is Exhibit "A" Addendum, made as of the ____ day of _____, 20____, to the Firm Backhaul Service Contract made as of the ____ day of _____, 20____, between TransCanada PipeLines Limited ("TransCanada") and _____ ("Shipper").

The Delivery Point hereunder is the point of interconnection between the pipeline facilities of TransCanada and _____ which is located at: _____.

The Receipt Point hereunder is the point of interconnection between the pipeline facilities of TransCanada and _____ which is located at: _____.

Duration: ____ days (minimum one (1) month) commencing at 0900h CCT on _____ and ending at 0900h CCT on _____.

Maximum Daily Quantity: _____ GJ

..... TRANSCANADA PIPELINES LIMITED

By: _____ By: _____

Title: _____ Title: _____

By: _____ By: _____

Title: _____ Title: _____

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, TransCanada and Shipper 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 TransCanada'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, TransCanada shall provide firm transportation service to Shipper 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 Shipper shall pay for all transportation service hereunder in accordance with TransCanada's ST-SN Toll Schedule, List of Tolls, and General Terms and Conditions set out in TransCanada's Transportation Tariff, as each may be amended from time to time by the National Energy Board ("NEB"). The toll to be paid by Shipper hereunder shall be ~~that the ST-SN Price. Bid Price specified in Exhibit "A" Addendum to this Contract entered into from time to time by the parties for the transportation service described therein.~~ that the ST-SN Price.

EXHIBIT "A" ADDENDUM

Short Term Short Notice 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 ("TransCanada") and _____ ("Shipper").

System Segment _____

The Delivery Point hereunder is the point of interconnection between the pipeline facilities of TransCanada and _____ which is located at or near _____.

The Receipt Point hereunder is the point of interconnection between the pipeline facilities of TransCanada and _____ which is located at or near _____.

ST-SN Service Period: _____

Maximum Daily Quantity: _____ GJ Minimum Daily Quantity: _____ GJ

ST-SN Bid Price Percentage (\$/GJ/day, maximum 4-2 decimal places): _____.

Shipper Contact

Name: _____

Address: _____

Telephone: _____ Telecopy : _____

Dated this ____ day of _____, 20__.

Shipper:

TransCanada PipeLines Limited:

By: _____

By: _____

Title: _____

Title: _____

By: _____

By: _____

Title: _____

Title: _____

Attachment B5
Compliance Filing - Mainline Tariff Amendments
Clean Copy

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TRANSPORTATION ACCESS PROCEDURE

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APPENDICES

- A Existing or New Capacity Open Season Bid Form
- B Daily Existing Capacity Open Season Bid Form

TRANSPORTATION ACCESS PROCEDURE**1. DEFINITIONS**

- 1.1 For the purposes of the Transportation Access Procedures the following terms shall be defined as follows:
- (a) "Accepted Bid" shall be as defined in sub-section 5.4(c);
 - (b) "Bid Form" shall mean the Bid Form set out in "Appendix A" or "Appendix B";
 - (c) "Daily Existing Capacity" shall mean all or a portion of the amount of Existing Capacity not allocated pursuant to sub-section 4.4 that is made available for the Daily Existing Capacity Open Season pursuant to sub-section 4.6;
 - (d) "Daily Existing Capacity Open Season" shall be as defined in sub-section 4.6(a);
 - (e) "Daily Existing Capacity Open Season Bid Form" shall mean the Daily Existing Capacity Open Season Bid Form as set out in "Appendix B";
 - (f) "Date of Commencement" for service shall be as defined in the FT, FT-NR, FT-SN, SNB, STS, STS-L, or MFP Contracts as the case may be;
 - (g) "Deposit" shall mean the deposit referred to in sub-section 4.2(f) or 5.2(d) as the case may be;
 - (h) "Existing Capacity Open Season" shall be defined as in sub-section 4.2(a);
 - (i) "Existing Capacity" shall mean all or a portion of System Capacity that is available on System Segments that TransCanada determines in its sole discretion to be available for an Open Season;
 - (j) "Existing Service Applicant" shall mean a Shipper or another party that submits either a Bid Form or a Daily Existing Capacity Open Season Bid Form and at the time of submission of such Bid Form is receiving gas transportation service pursuant to a Transportation Service Contract from TransCanada;
 - (k) "Facilities Application" shall mean an application pursuant to Part III of the National Energy Board Act for authorization to construct facilities or otherwise obtain New Capacity;
 - (l) "Financial Assurances Agreement" shall mean the agreement which sets forth the financial assurances which the Successful Bidder will be required to provide to TransCanada prior to TransCanada's execution of the Transportation Contract for service;
 - (m) "Minimum Term" shall mean the minimum term of service required by TransCanada;
 - (n) "New Capacity" shall be as defined in sub-section 5.1(a);
 - (o) "New Capacity Open Season" shall be as defined in sub-section 5.1(a);
 - (p) "New Service Applicant" shall mean a party that submits either a Bid Form or a Daily Existing Capacity Open Season Bid Form and at the time of submission of

TRANSPORTATION ACCESS PROCEDURE

- such Bid Form is not receiving gas transportation service pursuant to a Transportation Service Contract from TransCanada;
- (q) “New Service Start Date” shall mean the date the New Capacity may be first offered for service;
 - (r) “Notice” shall mean the notice posted on TransCanada’s electronic bulletin board, or provided by fax or email;
 - (s) “Precedent Agreement” shall be as defined in sub-section 5.4(c) (i);
 - (t) “Rejected Offer” shall be defined as in sub-section 5.5(a);
 - (u) “Return Period” shall be as defined in sub-section 5.4(c);
 - (v) “Service Applicant” shall mean either a New Service Applicant or an Existing Service Applicant;
 - (w) “Service Applicant’s Acceptance” shall be as defined sub-section 5.4(c);
 - (x) “Successful Bidder” shall mean a Service Applicant who has been allocated any New Capacity;
 - (y) “System Capacity” shall mean TransCanada’s pipeline facilities and TransCanada’s contractual entitlement on the pipeline systems of the Great Lakes Gas Transmission Limited Partnership, Union Gas Limited and Trans Quebec and Maritimes Pipeline Inc. that TransCanada relies on to provide firm service;
 - (z) “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;
 - (aa) “TAPs” shall mean this Transportation Access Procedure;
 - (ab) “TransCanada’s Offer” shall be as defined in sub-section 5.4(c) (i); and
 - (ac) “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.

2. PURPOSE

- 2.1 The purpose of the TAPs is to set forth the process by which TransCanada 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, and MFP service with TransCanada for the transportation of natural gas utilizing TransCanada's System Capacity.

TRANSPORTATION ACCESS PROCEDURE**3. APPLICABILITY**

3.1 TAPs is applicable to all requests for FT, FT-NR, FT-SN, SNB, STS-L, STS, and MFP transportation services and to all requests for any increases to the Contract Demand under existing FT, FT-SN, STS-L, STS, and MFP Contracts or Contract Quantity under existing SNB Contracts 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 TransCanada determines it has Existing Capacity, TransCanada 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 TransCanada 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 TransCanada determines may be available, if any; and
- (f) the date(s) the Existing Capacity Open Season will commence and end.

4.2 The Existing Capacity Open Season

- (a) TransCanada shall hold an open season for the Existing Capacity (the "Existing Capacity Open Season") commencing on or about May 5 in each calendar year (unless it has no Existing Capacity). The Existing Capacity Open Season shall be for a period of time determined by TransCanada which shall not be less than five (5) Banking Days after the commencement of such Existing Capacity Open Season. TransCanada may hold an additional Existing Capacity Open Season at any time it determines necessary. Service Applicant may during the Existing

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Capacity Open Season submit by fax or mail a Bid Form for all or a portion of the Existing Capacity for a minimum term of one (1) year. Bids with a term greater than 1 year shall be in full month increments. TransCanada must receive all Bid Forms before the end of such Existing Capacity Open Season.

- (b) Service Applicant shall submit a separate Bid Form for all or a portion of the Existing Capacity for each System Segment. TransCanada shall accept a Bid Form for the purposes of evaluation and allocation in accordance with sub-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) a Bid Form which is subject to the condition that another specified Bid Form(s) has been accepted; and/or
 - (v) a Bid Form for service pursuant to the SNB Toll Schedule.
- (c) If TransCanada determines in its sole discretion that a Bid Form is incomplete or does not conform to the requirements herein, such Bid Form shall be rejected by TransCanada.
- (d) TransCanada shall advise Service Applicant whether or not its Bid Form has been rejected within two (2) Banking Days of its receipt.
- (e) Information on the Bid Forms will be kept confidential by TransCanada, however, TransCanada shall provide the information to the NEB if required or requested to do so by the NEB.
- (f) Within 2 Banking Days of the end of the Existing Capacity Open Season for each Bid Form, New Service Applicant shall provide to TransCanada a Deposit equal to the lesser of:
 - (i) one (1) month demand charges for the maximum capacity set out on the Bid Form; or
 - (ii) \$10,000;
- (g) Notwithstanding sub-section 4.2 (e), if any of the Bid Forms received by TransCanada is for service pursuant to the SNB Toll Schedule, TransCanada

TRANSPORTATION ACCESS PROCEDURE

shall notify all Service Applicants within 2 Banking Days following the end of the Existing Capacity Open Season.

4.3 Pricing of Existing Capacity

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

4.4 Allocation of Existing Capacity

- (a) At the close of the Existing Capacity Open Season, TransCanada shall rank the submitted Bid Forms and TransCanada shall, subject to sub-Section 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 Bid Form or combination of Bid Forms, with the bid(s) yielding the highest overall product having the highest priority;
 - (I) If a Bid Form is for FT-SN or MFP 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 Bid Form;
 - (II) If a 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 TransCanada;
 - (ii) Then by the requested Date of Commencement, with the earliest requested Date of Commencement having the highest priority, provided that TransCanada will have no obligation to award any Existing Capacity to a Bid Form with a service to commence two or more years from the close of the Existing Capacity Open Season.
- (b) If two (2) or more Bid Forms or combinations of Bid Forms have the same ranking, determined in accordance with sub-Sections 4.4(a) and the Existing Capacity is not sufficient to provide service for the quantities requested in those Bid Forms or combination 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 Bid Form.

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

4.5 Notification to Service Applicants

- (a) TransCanada 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 Existing Capacity Open Season, by telephone, fax or otherwise, all Service Applicants who have been allocated any Existing Capacity. Provided however if TransCanada receives a Bid Form for service pursuant to the SNB Toll Schedule, TransCanada shall be entitled to notify all Service Applicants within 10 Banking Days after the close of the Existing Capacity Open Season.
- (b) Service Applicant shall provide TransCanada with financial assurances as required by TransCanada pursuant to Section XXIII of the General Terms and Conditions of TransCanada's Tariff, within one (1) Banking Day from the time TransCanada sends notice to Service Applicant pursuant to subsection 4.5(a). Such assurances would cover the transportation agreement resulting from the successful bid, as well as all other transportation agreements between TransCanada and Service Applicant (including those provided in relation to Existing Capacity, and those which were used to backstop TransCanada New Capacity expansions.) TransCanada 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 sub-Section 4.5(b), TransCanada shall forward to Service Applicant for execution a Transportation Contract. Service Applicant shall, within ten (10) Banking Days from the Day TransCanada sends the Transportation Contract to the Service Applicant,

TRANSPORTATION ACCESS PROCEDURE

execute and return to TransCanada for execution by TransCanada, the Transportation Contract.

- (d) If a New Service Applicant does not execute and return to TransCanada the Transportation Contract within ten (10) Banking Days, or if a New Service Applicant fails to provide financial assurances as required in sub-Section 4.5 (b), the offer to the New Service Applicant for the Existing Capacity allocated to the New Service Applicant shall be withdrawn and TransCanada shall keep the Deposit. If the Transportation Contract is signed, then the Deposit will be credited by TransCanada 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 TransCanada the Transportation Contract within ten (10) Banking Days, or if an Existing Service Applicant fails to provide financial assurances as required in sub-Section 4.5 (b), the offer to the Existing Service Applicant for the Existing Capacity allocated to the Existing Service Applicant shall be withdrawn and Existing Service Applicant shall pay TransCanada an amount equal to the lesser of
 - (i) one (1) month demand charges for the maximum capacity set out on the Bid Form; or
 - (ii) \$10,000.
- (f) TransCanada may in its sole discretion extend the ten (10) Day period for which Service Applicant can execute the Transportation Contract.
- (g) TransCanada 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 Existing Capacity Open Season.

4.6 Daily Existing Capacity Open Seasons

- (a) If not all Existing Capacity is allocated pursuant to sub-Section 4.4 above, TransCanada will post on each Banking Day on its electronic bulletin board the Daily Existing Capacity for FT, FT-NR, FT-SN, STS-L, STS, or MFP service (the "Daily Existing Capacity Open Season"). The Daily Existing Capacity on any System Segment to be posted will be determined as follows:

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Remaining Existing Capacity at Close of Existing Capacity Open Season	Daily Existing Capacity for Daily Existing Capacity Open Season
Greater than or equal to 20,000 GJ/Day	50 percent of remaining Existing Capacity
10,000 to 20,000 GJ/Day	10,000 GJ/Day
Less than 10,000 GJ/Day	100 percent of remaining Existing Capacity

- (b) TransCanada shall post the Daily Existing Capacity on its electronic bulletin board by 16:00 hours CCT on each Day prior to the Day that a Daily Existing Capacity Open Season is held. Daily Existing Capacity will be awarded according to bids received by 09:00 hours CCT.
- (c) TransCanada shall post on its electronic bulletin board a summary of all new operating FT, FT-NR, FT-SN, STS-L, STS, or MFP Contracts entered into that reduce the Daily Existing Capacity, and an explanation of why other changes are made to the Daily Existing Capacity.
- (d) Service Applicants will bid in a Daily Existing Capacity Open Season by submitting a signed Daily Existing Capacity Open Season Bid Form, as well as any financial assurances required by TransCanada. All Daily Existing Capacity Open Season Bid Forms once received by TransCanada shall be deemed to 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.
- (e) TransCanada shall not be obligated to accept any bid if the Service Applicant has not provided Financial Assurances requested by TransCanada on any other transportation agreements between TransCanada and that Service Applicant (including those provided from Existing Capacity, and those which were used to backstop TransCanada New Capacity expansions).

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- (f) TransCanada is not obligated to offer Date of Commencement two (2) or more years from the date of the Daily Existing Capacity Open Season. In the case of MFP, the Date of Commencement shall occur within the MFP Commencement Period.
- (g) TransCanada shall not be obligated to accept in any Daily Existing Capacity Open Season any bid for service to start within 5 Banking Days of the date on which the bid is made.
- (h) The Daily Existing Capacity Open Season bids will be evaluated according to the criteria for Existing Capacity Open Season bids as outlined in sub-Section 4.4.
- (i) If a Daily Existing Capacity Open Season Bid Form is accepted by TransCanada, TransCanada shall provide a Transportation Contract to Service Applicant. Service Applicant shall then have 1 Banking Day to execute and return such Transportation Contract.
- (j) TransCanada will not hold a Daily Existing Capacity Open Season under any of the following circumstances:
 - (i) on any Day other than a Banking Day; or
 - (ii) if TransCanada has no Daily Existing Capacity to offer; or
 - (iii) if TransCanada has given notice that it will be holding either an Existing Capacity Open Season pursuant to sub-Section 4.2 hereof, or a New Capacity Open Season pursuant to sub-Section 5.1 hereof. No Daily Existing Capacity Open Season would be held from the date of such notice until after the Existing Capacity Open Season, or the New Capacity Open Season, as the case may be, has concluded, and the requested capacity has been allocated, provided however TransCanada may continue to offer capacity in a Daily Existing Capacity Open Season if TransCanada determines in its sole discretion that such capacity does not reduce the capacity offered in the Existing Capacity Open Season and/or New Capacity Open Season
- (k) After all Daily Existing Capacity has been allocated in the Daily Existing Capacity Open Season held pursuant to sub-Section 4.6, the portion of the remaining Existing Capacity not offered in the Daily Existing Capacity Open Season shall be made available in the next Existing Capacity Open Season and/or New Capacity Open Season.

5. ACCESS TO NEW CAPACITY**5.1 The New Capacity Open Season**

- (a) When TransCanada determines, in its sole discretion, that there is a reasonable expectation of a long term requirement for an expansion of TransCanada's System Capacity (the "New Capacity") and that TransCanada intends to prepare and to submit to the NEB a Facilities Application, TransCanada shall place a notice on its electronic bulletin board and otherwise notify potential Service Applicants by fax or email that it will hold an open season (the "New Capacity Open Season"). Such notice shall:
- (i) identify the Minimum Term for bids in support of the Facilities Application;
 - (ii) request that Service Applicants provide to TransCanada;
 - A. Bid Form(s) by the end of the New Capacity Open Season; and
 - B. By the date referred to in sub-Section 5.4(c)(i), all applicable supporting documentation set out in the National Energy Board's Filing Manual, determined by TransCanada to be necessary for submission to the NEB in support of TransCanada's Facilities Application and which evidence supports the Service Applicant's need for transportation service in the timeframe contemplated in the Service Applicant's Bid Form;
 - (iii) identify the New Service Start Date;
 - (iv) identify the dates on which the New Capacity Open Season will commence and end;
 - (v) indicate the System Segments which are being offered; and
 - (vi) identify any System Segments where TransCanada determines in its sole discretion that TransCanada 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 Bid Form, and other documentation as described in sub-Section 5.1(a)(ii) for each separate request. TransCanada shall

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accept a Bid Form and documentation for the purposes of evaluation and allocation in accordance with sub-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) a Bid Form which is subject to the condition that another specified Bid Form(s) has been accepted.

Each Bid Form once received by TransCanada shall be irrevocable.

- (b) TransCanada shall not be obligated to accept any bid if Service Applicant has not provided financial assurances requested by TransCanada on any other transportation agreements between TransCanada and Service Applicant .
- (c) Information on the Bid Forms and in the supporting documentation provided pursuant to sub-Section 5.4(c)(i) will be kept confidential. However, TransCanada shall provide the information to the NEB if required or requested to do so by the NEB, including as needed to support a Facilities Application. Any information submitted by a Service Applicant who has not been allocated New Capacity pursuant to sub-Section 5.3 shall be destroyed by TransCanada.
- (d) Within 2 Banking Days of the end of the New Capacity Open Season, for each Bid Form New Service Applicant shall provide to TransCanada a Deposit equal to the lesser of:
 - (i) one (1) month demand charges for the maximum capacity set out on the Bid Form, calculated based on the tolls in place when the Bid Form was submitted; or
 - (ii) \$10,000.

5.3 Allocation of Capacity

- (a) At the close of the New Capacity Open Season TransCanada shall rank the accepted Bid Forms and TransCanada shall, subject to sub-Section 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 New Capacity Open Season closes, multiplied by the Contract term for each

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Bid Form or combination of Bid Forms, with the bid(s) resulting in the highest overall total product having the highest priority;

- (I) If a Bid Form is for FT-SN 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 Bid Form;
 - (II) If a 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 TransCanada;
- (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 Bid Forms or combinations of Bid Forms have the same ranking, as determined by the procedure set in sub-Section 5.3(a) and the New Capacity is not sufficient to provide service for the quantities requested in those Bid Forms or combination of 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 Bid Form.
 - (c) If the pro-rata share of remaining New Capacity allocated to a Bid Form pursuant to sub-Section 5.3(b) is less than the minimum capacity specified in such Bid Form, that Bid Form shall be deemed to be rejected by TransCanada and the remaining New Capacity shall be reallocated under sub-Section 5.3(b) excluding such Bid Form.
 - (d) TransCanada shall allocate New Capacity to the Bid Forms with the highest rankings until all the 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 sub-Sections 5.4(c) or 5.5, then this New Capacity will be reallocated sequentially to the remaining Bid Forms according to the procedures in sub-Sections 5.3(a), (b), and (c).

5.4 Notification to Service Applicants

- (a) TransCanada 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) TransCanada shall return the Deposit to each New Service Applicant not offered any New Capacity.

(c) TransCanada shall prepare and forward to each Successful Bidder:

- (i) a binding transportation service precedent agreement for the service requested pursuant to their Bid Form ("TransCanada'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"). TransCanada's Offer shall be subject to the following condition:

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

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

- (ii) The Financial Assurances Agreement.

Service Applicant may accept TransCanada'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 TransCanada's Facilities Application ("Service Applicant's

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Acceptance”). The Return Period may be extended at TransCanada’s discretion, if so requested by Service Applicant.

- (d) Upon inclusion of an Accepted Bid in support of TransCanada's Facilities Application, Service Applicant shall then be obligated to provide to TransCanada any additional information that the NEB may require in accordance with NEB procedural orders and information requests in respect of TransCanada's Facilities Application.
- (e) Upon a New Service Applicant’s Acceptance, if TransCanada 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 TransCanada is unable to provide the service as set out in the Precedent Agreement the Deposit will be returned to the New Service Applicant by TransCanada.

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 TransCanada determines to be necessary within the Return Period, Service Applicant will have been deemed to have rejected TransCanada’s offer (the “Rejected Offer”). In such case TransCanada will have no obligation to return the Deposit provided by a New Service Applicant, and Existing Service Applicants shall pay TransCanada an amount equal to the lesser of:
 - (i) one (1) month demand charges for the maximum capacity set out on the Bid Form, calculated based on the tolls in place when the Bid Form was submitted; or
 - (ii) \$10,000.
- (b) TransCanada will have the option of allocating any New Capacity arising from Rejected Offers to any accepted Bid Forms that were not allocated New Capacity, pursuant to sub-Section 5.3.

5.6 Inclusion of Existing Capacity

- (a) If TransCanada's determines in its sole discretion that prior to or during the New Capacity Open Season Existing Capacity is or becomes available, TransCanada shall:
- (i) include such Existing Capacity in the New Capacity Open Season; or
 - (ii) change the New Capacity Open Season to include such Existing Capacity;
- provided that such change is made no less than 5 Banking Days prior to the end of a New Capacity Open Season;
- (b) If TransCanada includes such Existing Capacity in a New Capacity Open Season, Service Applicant can apply for service pursuant to Section 4 or Section 5; and
- (c) If TransCanada includes such Existing Capacity in the New Capacity Open Season, TransCanada shall allocate such Existing Capacity to all Service Applicants for New Capacity and Existing Capacity pursuant to sub-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 sub-section 5.3.
- (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 Shippers, 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. MISCELLANEOUS PROVISIONS

- a) This Procedure is subject to the provisions of the National Energy Board 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 TransCanada's Tariff as amended from time to time.

APPENDIX "A"

NEW CAPACITY (excluding MFP and FT-NR)* OR EXISTING CAPACITY OPEN SEASON BID FORM

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 _____

Allocated Capacity: _____ GJ's/Day

Service Applicant Contact

Name: _____

Address: _____

Telephone: _____ Telecopy: _____

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 TransCanada's Tariff.

Dated this _____ Day of _____, _____.

Service Applicant:

By: _____

By: _____

Title: _____

Title: _____

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

APPENDIX "B"

DAILY EXISTING CAPACITY OPEN SEASON BID FORM

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____

Allocated Capacity: _____ GJ's/Day

Service Applicant Contact

Name: _____

Address: _____

Telephone: _____ Telecopy: _____

Is this Daily Existing Capacity Open Season Bid Form conditional upon another Daily Existing Capacity Open Season 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:

1. This Bid Form once received by TransCanada 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 TransCanada's Tariff; and
2. Service Applicant shall execute the Transportation Contract within 1 Banking Day from the Day TransCanada provides such Transportation Contract.

Dated this _____ Day of _____, _____.

Service Applicant:

By: _____

By: _____

Title: _____

Title: _____

Signed: _____

Signed: _____

FIRM TRANSPORTATION SERVICE

FT TOLL SCHEDULE

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1. AVAILABILITY

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

- (a) has entered into a Firm Transportation Service Contract with TransCanada having a minimum term of one (1) year; or has obtained an Order of the NEB, pursuant to subsection 71(2) of the National Energy Board Act as amended from time to time ("71(2) Order"), requiring TransCanada to transport gas for Shipper subject to the provisions of this Toll Schedule and to the terms and conditions contained in the 71(2) Order; and
- (b) has pipeline facilities interconnecting with TransCanada's facilities at the delivery point(s) specified in the Contract, or which has provided TransCanada with adequate assurances that arrangements have been made to have an authorized gas distribution or transmission company act as Shipper's agent in receiving from TransCanada the gas to be delivered pursuant to this Toll Schedule; and
- (c) has provided TransCanada with financial assurances as required by TransCanada 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, TransCanada utilizes capacity available from its own gas transmission system and from its firm transportation service entitlement on the Great Lakes Gas Transmission Company system, the Union Gas Limited system, and the Trans Quebec & Maritimes Pipeline Inc. system (the "Combined Capacity"). If a request for service pursuant to this Toll Schedule (the "Requested Service") requires an increase to the Combined Capacity, TransCanada 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; and
- (b) the NEB approves the additional facilities and/or transportation services necessary to increase the Combined Capacity; and

- (c) the availability provisions of subsection 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 Shipper 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 Shipper fails to provide on an ongoing and timely basis to TransCanada 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 TransCanada under the Contract, Shipper 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 TransCanada shall be entitled to immediately suspend service for a quantity up to, and including, the Default Quantity until such time as Shipper remedies the Default. TransCanada 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 TransCanada for service hereunder shall include the demand charge in effect during the billing month for transportation service and, where applicable, 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 NEB (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 Shipper's Contract Demand. If Shipper'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 Shipper notwithstanding any failure by Shipper during such month, for any

reason whatsoever including force majeure or a default by Shipper under Section 2.1 hereof, to deliver Shipper's Authorized Quantity to TransCanada 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 Shipper's Contract Demand in effect at each such delivery point. If Shipper'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 Shipper notwithstanding any failure by Shipper during such month, for any reason whatsoever including force majeure or a default by Shipper under Section 2.1 hereof, to deliver Shipper's Authorized Quantity to TransCanada at the receipt point.

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

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

(d) **Fuel**

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

4. MINIMUM BILL

4.1 The minimum monthly bill for service hereunder shall be the demand charges determined in Paragraphs 3.1 (a) 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, TransCanada fails to deliver the quantity of gas requested by Shipper up to the Contract Demand, for any reason related solely to TransCanada's operations, including an event of force majeure occurring on any of the pipeline systems of TransCanada, Great Lakes Gas Transmission Company ("GLGT"), Union Gas Limited ("Union") and Trans Québec & Maritimes Pipeline Inc. ("TQM"), 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 TransCanada actually delivered to Shipper on such day, and the quantity of gas which such Shipper in good faith nominated hereunder on such day. If TransCanada refuses to accept deliveries of Shipper's gas or curtails receipts from or deliveries to Shipper 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 Shipper. Notwithstanding the foregoing, if the quantity of gas which TransCanada fails to deliver is the subject of an accepted nomination for a Diversion and/or an Alternate Receipt, then TransCanada 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 subsection 5.1 above, the Union Dawn Receipt Point Surcharge payable by Shipper 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 TransCanada actually transported from the Union Dawn Receipt Point on such day and the quantity which such Shipper in good faith nominated for transport on such day.

6. ALTERNATE RECEIPT AND DIVERSION OF GAS

- 6.1 (a) Subject to the provisions herein, Shipper shall have the right to nominate an Alternate Receipt and/or a Diversion under Shipper's Contract in the manner provided herein.

- (b) The aggregate of all nominations for delivery hereunder shall not exceed the Contract Demand under Shippers Contract.
 - (c) Shipper shall not be entitled to nominate a Diversion to a delivery point or delivery area which is upstream of the receipt point specified in Shipper's Contract or upstream of the Alternate Receipt point.
 - (d) Shipper shall not be entitled to nominate an Alternate Receipt from a receipt point that is upstream of the receipt point specified in Shippers Contract or is downstream of the delivery point or delivery area specified in Shippers Contract.
 - (e) 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 Shipper for an Alternate Receipt and/or a Diversion under Shipper's Contract must be received by TransCanada's Gas Control Department in Calgary at the time specified pursuant to Section XXII of the General Terms and Conditions.
- 6.3 TransCanada 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 TransCanada'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 Shipper 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. TransCanada 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 TransCanada 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 TransCanada shall exercise reasonable efforts to allow Shipper to re-nominate the receipt point and/or delivery point or delivery area specified in Shipper's Contract. TransCanada 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, Shipper shall pay the Daily Demand Toll based on the receipt point and delivery point or area specified in Shipper's Contract for the entire quantity set out in an Alternate Receipt and/or Diversion nomination which was rejected by TransCanada pursuant to Section 6.3 hereof.

- (a) In addition to the charges payable pursuant to Section 3.1(a) and (d) above, Shipper shall pay TransCanada 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 Shipper's Contract, exceeds the applicable Daily Demand Toll from the receipt point to the delivery point or area which are specified in Shipper's Contract by Shippers 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 Shipper'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 Shipper's Contract, by Shippers Authorized Quantity.
- (b) If the gas is diverted hereunder to a Delivery Point at which a delivery pressure charge has been approved by the NEB and no delivery pressure charge exists for the Delivery Point specified in Shipper's Contract, then Shipper shall pay TransCanada, in addition to the charges provided above, an amount equal to the applicable Delivery Pressure Toll multiplied by Shipper'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 Shipper's Contract, then Shipper shall pay TransCanada, in addition to the delivery pressure charge described in Section 3.1(b) above, an amount (a "Point Diversion Delivery Charge") equal to the product obtained by multiplying Shipper'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 Shipper'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 Section 3.1(b) above.

- (c) If Shipper nominates Union Dawn Receipt Point as an Alternate Receipt point, then Shipper shall pay to TransCanada, in addition to any other applicable charges, the Union Dawn Receipt Point Surcharge for service from the Union Dawn Receipt Point.

7. ASSIGNMENT

- 7.1 Any company which shall succeed by purchase, merger or consolidation to the properties, substantially or in entirety, of Shipper or of TransCanada, 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 Shipper or TransCanada 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 TransCanada.
- 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 TransCanada's Tariff, assignee shall as requested by TransCanada, execute an assignment of any related Financial Assurances Agreements (as defined in Section 4.4(c)(ii) of the Transportation Access Procedure) 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 Pursuant to any Contract into which this FT Toll Schedule is incorporated and which Contract has been determined by TransCanada to be serving a long term market, and subject to the following conditions, Shipper shall have the option (the "Renewal Option") of extending the existing term (the "Existing Term") of the Contract for a period of no less than one (1) year (the "Renewal Term") and revising the Contract Demand to a level no greater than the Contract Demand set out in the Contract (the "Renewal OD") provided that the following conditions are met:

- (a) TransCanada receives written notice from Shipper of Shipper's election to exercise the Renewal Option which sets out the term and Contract Demand of such renewal (the "Renewal Provisions") no less than six (6) months before the termination date which would otherwise prevail under the Contract; and
- (b) Shipper supplies TransCanada at the time of such notice with evidence satisfactory to TransCanada that Shipper will meet the availability provisions of the FT Toll Schedule in respect of the Renewal Provisions prior to the commencement of the Renewal Term.

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

Shipper 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 TransCanada has either received timely notice as provided in Section 8.1(a) above from Shipper of Shipper's election to exercise the Renewal Option, or accepted late notice from Shipper of his election to exercise the Renewal Option, and provided that Shipper 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.

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

9.1 Upon receipt of a written request from Shipper, TransCanada may, in its sole discretion, allow Shipper 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 TransCanada, shall apply for a minimum duration of three (3) months and shall not exceed the remaining term of the Contract.

9.2 Shipper'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, Shipper shall pay the following:

- (a) the greater of the Monthly Demand Toll payable for transportation from the original receipt point to the original delivery point specified in the Contract, and the Demand Toll which applies:
 - (i) from the original receipt point to the temporary delivery point;
 - (ii) from the temporary receipt point to the original delivery point; or
 - (iii) 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; and

- (c) the Union Dawn Receipt Point Monthly Surcharge, provided however:
- (i) if Shipper 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 Shipper'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 Shipper 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 Shipper notwithstanding any failure by Shipper during such month, for any reason whatsoever, including force majeure or a default by Shipper under Section 2.1 hereof, to deliver Shipper's Receipt Gas to TransCanada at the temporary receipt point.
- 9.5 Shipper shall pay for or provide, on a daily basis, a quantity of fuel based on the applicable monthly fuel ratio established by TransCanada 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 TransCanada of Shipper'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 Shipper executes an Exhibit "B" to any STS-L Contract, Shipper 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 Shipper 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) Shipper submits a written request to TransCanada 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) TransCanada 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) Shipper submits a written request during the MFP Bid Period (as defined in the MFP Toll Schedule) to TransCanada for conversion to a MFP Block and System Segment;
 - (ii) all the availability conditions set out in subsection 2.1 of the MFP Toll Schedule have been satisfied;
 - (iii) Shipper requests conversion for the same receipt and delivery points specified in such FT Contract;
 - (iv) Shipper's MFP Contract term meets the conditions set out in subsection 3.2 of the MFP Toll Schedule.
 - (v) If at the time of conversion the term of the applicable MFP Contract will expire prior to the term of the Shipper's FT Contract, upon expiry of the MFP Contract, the service shall continue under the FT Contract.

11. MISCELLANEOUS PROVISIONS

- 11.1 The General Terms and Conditions and the List of Tolls of TransCanada's Transportation 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 National Energy Board 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 Shipper shall be eligible to receive service pursuant to this Storage Transportation Service ("STS") Toll Schedule, provided such Shipper:

- (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 TransCanada with a receipt point at Empress, Alberta or in the province of Saskatchewan and such FT Contracts or MFP Contracts have been identified in Shippers STS Contract;
- (b) has entered into a STS Contract having a minimum term of one (1) year with TransCanada 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 TransCanada'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 TransCanada's gas transmission system at the Storage Injection Point(s) and Storage Withdrawal Point (the "other Transporters"); and
- (f) has provided TransCanada with financial assurances as required by TransCanada 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, TransCanada utilizes capacity available from its own gas transmission system and from its firm transportation service entitlement on the Great Lakes Gas Transmission Company system, the Union Gas Limited system, and the Trans Quebec & Maritimes Pipeline Inc. system (the "Combined Capacity"). If a request for service pursuant to this STS Toll Schedule (the "Requested Service") requires an increase to the

Combined Capacity, TransCanada 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; and
- (b) the NEB approves the additional facilities and/or transportation services necessary to increase the Combined Capacity; and
- (c) the availability provisions of subsection 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, Shipper shall be entitled to request service hereunder by placing a nomination with TransCanada. 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 subsection 2.3 hereof and in Sections XI, XIV, and XV of the General Terms and Conditions.

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

- (a) deliveries hereunder by TransCanada to Shipper 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 Shipper under the FT Contracts or the MFP Contracts at the Market Point; and
- (b) if there is more than one Storage Injection Point under Shipper's STS Contract and these Storage Injection Points are also included under any other Shippers' STS and/or STS-L Contracts, deliveries on any day to Shipper at each such Storage Injection Point shall be Shipper's pro rata share of the total STS and STS-L deliveries at each such Storage Injection Point for all STS and STS-L Shippers on such day determined on the basis of the fraction which Shipper's STS nomination bears to the total of the STS and STS-L nominations of all STS and STS-L Shippers, unless TransCanada, Shipper and all the other STS and STS-L Shippers 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 Shipper requests transportation service hereunder for delivery at the Storage Injection Point(s), the terms "delivery point", "receipt point", and "Shipper's Authorized Quantity" in TransCanada's General Terms & Conditions shall mean herein, respectively, the 'Storage Injection Point(s)', 'the Market Point', and 'the quantity of gas which Shipper requests and TransCanada has agreed to deliver to the Storage Injection Point(s) subject to subsection 2.1 hereof (the "Daily Injection Quantity")';
- (b) when Shipper requests transportation service hereunder from the Storage Withdrawal Point to the Market Point, the terms "delivery point", "receipt point", and "Shipper'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 Shipper shall cause to be delivered by the other Transporter to TransCanada 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).

TransCanada 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 Shipper hereunder in excess of Shipper's Contract Demand under the STS Contract shall only be made by TransCanada on a best efforts basis and TransCanada, in its sole discretion, may curtail or interrupt these excess deliveries and the corresponding Shipper'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 Shipper 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 Shipper to TransCanada for service hereunder shall include the demand charge for transportation service, 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 NEB (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 Shipper's Contract Demand. The said demand charge is payable by Shipper notwithstanding any failure by Shipper during such month, for any reason whatever, including an event of force majeure, to receive or deliver Shipper's full Contract Demand.

(b) **Delivery Pressure Charge**

A delivery pressure charge shall be due if a portion or all of Shipper'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, Shipper 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 subsection 2.3 hereof, Shipper shall pay to TransCanada a charge determined by multiplying the applicable Daily Demand Toll by the total of such excess deliveries for such month. For this purpose, the Daily Demand Toll shall be determined by multiplying the applicable Monthly Demand Toll by twelve (12) and dividing the resultant product by the number of days in the Year.

(e) **Excess Withdrawal Charge**

- i) The "Daily Excess Withdrawal Quantity" shall mean, for any Day, the quantity by which Shipper'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 Shipper to TransCanada. Shipper shall have deemed to have elected April 1, 2003 if TransCanada has not received such election by May 1, 2005; and
- b. Shipper'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 Shipper pursuant to such Shipper'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 Shipper pursuant to such Shipper'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 Shipper pursuant to FT Contracts or the MFP Contracts and diversion by Shipper 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 Shipper's STS Contract.

On any Day, the sum of the Daily STFT Quantity and the Daily IT Quantity shall not exceed the Shipper'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 Shipper's STS Contract

The pro-rata share shall be based on Shipper'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 Shipper shall pay to TransCanada 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 Shipper shall provide, on a daily basis, a quantity of fuel in accordance with Section IV of the General Terms and Conditions.

4. MINIMUM BILL

- 4.1 The minimum monthly bill for service hereunder shall be the demand charge determined in paragraph 3.1(a) hereof.

5. RENEWAL RIGHTS

- 5.1 Pursuant to any Contract into which this STS Toll Schedule is incorporated and which Contract has been determined by TransCanada to be serving a long term market, and subject to the following conditions, Shipper shall have the option (the "Renewal Option") of extending the existing term (the "Existing Term") of the Contract for a period of no less than one (1) year (the "Renewal Term") and revising the Contract Demand to a level no greater than the Contract Demand set out in the Contract provided that the following conditions are met:

- (a) TransCanada receives written notice from Shipper of Shipper's election to exercise the Renewal Option which sets out the term and Contract Demand of such renewal (the "Renewal Provisions" no less than six (6) months before the termination date which would otherwise prevail under the Contract; and
- (b) Shipper supplies TransCanada at the time of such notice with evidence satisfactory to TransCanada that Shipper will meet the availability provisions of the STS Toll Schedule in respect of the Renewal Provisions prior to the commencement of the Renewal Term.

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

Shipper 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 TransCanada has either received time notice as provided in Section 5.1(a) above from Shipper of Shipper's election to exercise the Renewal Option, or accepted late notice from Shipper of his election to exercise the Renewal Option, and provided that Shipper 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.

6. CONVERSION RIGHTS

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

- (a) Shipper shall provide TransCanada 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) Shipper shall execute an STS-L Contract and the Shipper'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 Shipper's STS-L Contract shall be the same as those specified in the Shipper's STS Contract(s);
- (d) Shipper'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.

7. DEMAND CHARGE ADJUSTMENTS

7.1 If during any Day, TransCanada fails to deliver the quantity of gas requested by Shipper up to the applicable Contract Demand, for any reason related solely to TransCanada's operations, including an event of force majeure occurring on any of the pipeline systems of TransCanada, Great Lakes Gas Transmission Company ("GLGT"), Union Gas Limited ("Union") and Trans Québec & Maritimes Pipeline Inc. ("TQM"), 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 TransCanada actually delivered to Shipper on such Day, and the quantity of gas which such Shipper in good faith nominated hereunder on such Day. If TransCanada refuses to accept deliveries of Shipper's gas or curtails receipts from or deliveries to Shipper 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 Shipper. Provided however:

- a) If the Market Point is downstream of the Storage Injection Point, and if on such Day Shipper'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.

8. MISCELLANEOUS PROVISIONS

8.1 The General Terms and Conditions and the List of Tolls of TransCanada's Transportation 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 National Energy Board Act or any other legislation passed in amendment thereof or substitution therefor.

STS-L TOLL SCHEDULE

STORAGE TRANSPORTATION SERVICE-LINKED

STS-L TOLL SCHEDULE

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STS-L TOLL SCHEDULE**1. AVAILABILITY**

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

- (a) has entered into a STS-L Contract having a minimum term of one (1) year with TransCanada 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 TransCanada'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 TransCanada's gas transmission system at the Storage Injection Point(s) and the Storage Withdrawal Point (the "other Transporters"); and
- (e) has provided TransCanada with financial assurances as required by TransCanada 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-L Toll Schedule, TransCanada utilizes capacity available from its own gas transmission system and from its firm transportation service entitlement on the Great Lakes Gas Transmission Company system, the Union Gas Limited system, and the Trans Quebec & Maritimes Pipeline Inc. system (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, TransCanada 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; and

STS-L TOLL SCHEDULE

- (b) the NEB approves the additional facilities and/or transportation services necessary to increase the Combined Capacity; and
- (c) the availability provisions of subsection 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, Shipper shall be entitled to request service hereunder by placing a nomination with TransCanada. 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, TransCanada shall provide firm transportation service hereunder consistent with the provisions of the General Terms and Conditions; PROVIDED HOWEVER, that

- (a) deliveries hereunder by TransCanada to Shipper 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 TransCanada to Shipper 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 Shipper's STS-L Contract and these points are also included under any other Shippers STS-L and/or STS Contracts, deliveries on any day to Shipper at each such Storage Injection Point shall be Shipper's pro rata share of the total STS-L and STS deliveries at such Storage Injection Point for all STS-L and STS Shippers on such day determined on the basis of the fraction which Shipper's STS-L nomination bears to the total STS-L and STS nominations of all STS-L and STS Shippers', unless TransCanada, Shipper and all the other STS-L and STS Shippers 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:

STS-L TOLL SCHEDULE

- (a) when Shipper requests transportation service hereunder from the Market Point for delivery to the Storage Injection Point, the terms "delivery point", "receipt point", and "Shipper's Authorized Quantity" in TransCanada's General Terms & Conditions shall mean herein, respectively, the 'Storage Injection Point(s)', 'the Market Point', and 'the quantity of gas which Shipper requests and that TransCanada has agreed to deliver to the Storage Injection Point(s) subject to subsection 2.1 hereof (the "Daily Injection Quantity")';
- (b) when Shipper requests transportation service hereunder from the Storage Withdrawal Point for delivery to the Market Point, the terms "delivery point", "receipt point", and "Shipper's Authorized Quantity" shall mean, respectively, 'the Market Point', 'the Storage Withdrawal Point', and 'the quantity of gas which Shipper requests and TransCanada has agreed to deliver to the Market Point subject to subsection 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 Shipper to TransCanada for service hereunder shall include the demand charge for transportation service, 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 NEB (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 Shipper's Contract Demand. The said demand charge is payable by Shipper notwithstanding any failure by Shipper during such month, for any reason whatever, including an event of force majeure, to receive or deliver Shipper's full Contract Demand.

STS-L TOLL SCHEDULE

(b) Excess Withdrawal Charge

The “Daily Excess Withdrawal Quantity” shall mean, for any Day, the quantity by which Shipper’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:

Shipper’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 Shipper pursuant to such Shipper’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 Shipper pursuant to such Shipper’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 Shipper’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 Shipper’s STS-L Contract.

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

STS-L TOLL SCHEDULE

For each month Shipper shall pay to TransCanada 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 Shipper'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, Shipper shall pay the Union Dawn Receipt Point Surcharge for service from the Union Dawn Receipt Point.

(e) **Fuel**

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

STS-L TOLL SCHEDULE

4. MINIMUM BILL

- 4.1 The minimum monthly bill for service hereunder shall be the demand charge determined in paragraph 3.1(a) hereof.

5 ASSIGNMENT

- 5.1 Subject to subsection 5.2, any company which shall succeed by purchase, merger or consolidation to the properties, substantially or in entirety, of Shipper or of TransCanada, 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 Shipper or TransCanada 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 Shipper is subject to the following conditions:

- (a) the assignment shall be for the remaining term of the STS-L Contract;
- (b) Shipper shall provide TransCanada 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 TransCanada'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

STS-L TOLL SCHEDULE

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 TransCanada.
- 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 TransCanada's Tariff, assignee shall as requested by TransCanada, execute an assignment of any related Financial Assurances Agreements (as defined in Section 4.4(c)(ii) of the Transportation Access Procedure) or execute a new Financial Assurances Agreement.

6. RENEWAL RIGHTS

- 6.1 Pursuant to any Contract into which this STS-L Toll Schedule is incorporated and which contract has been determined by TransCanada to be serving a long term market, and subject to the following conditions, Shipper shall have the option (the "Renewal Option") of extending the existing term (the "Existing Term") of the Contract for a period of no less than one (1) year (the "Renewal Term") and revising the Contract Demand to a level no greater than the Contract Demand set out in the Contract provided that the following conditions are met:

- (a) TransCanada receives written notice from Shipper of Shipper's election to exercise the Renewal Option which sets out the term and Contract Demand of such renewal (the "Renewal Provisions" no less than six (6) months before the termination date which would otherwise prevail under the Contract; and
- (b) Shipper supplies TransCanada at the time of such notice with evidence satisfactory to TransCanada that Shipper 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.

TransCanada may accept late notice of Shipper's election to exercise the Renewal Option if TransCanada, in its sole discretion, determines that TransCanada will have the required

STS-L TOLL SCHEDULE

capacity available after providing capacity for all of TransCanada's obligations pursuant to prior outstanding requests from Shipper and/or others, that such renewals will not adversely impact TransCanada's system operations and that all of the costs for providing this service will be covered by TransCanada's tolls. Contracts may be revised as of the effective renewal date to adhere to the then contract Pro Forma STS-L Contract.

Shipper 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.

6.2 Provided TransCanada has either received time notice as provided in Section 5.1(a) above from Shipper of Shipper's election to exercise the Renewal Option, or accepted late notice from Shipper of his election to exercise the Renewal Option, and provided that Shipper 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.

STS-L TOLL SCHEDULE

7. DEMAND CHARGE ADJUSTMENTS

7.1 If during any Day, TransCanada fails to deliver the quantity of gas requested by Shipper up to the applicable Contract Demand, for any reason related solely to TransCanada's operations, including an event of force majeure occurring on any of the pipeline systems of TransCanada, Great Lakes Gas Transmission Company ("GLGT"), Union Gas Limited ("Union") and Trans Québec & Maritimes Pipeline Inc. ("TQM"), 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 TransCanada actually delivered to Shipper on such Day, and the quantity of gas which such Shipper in good faith nominated hereunder on such Day. If TransCanada refuses to accept deliveries of Shipper's gas or curtails receipts from or deliveries to Shipper 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 Shipper. Provided however:

- a) If the Market Point is downstream of the Storage Injection Point, and if on such Day Shipper'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.

8. MISCELLANEOUS PROVISIONS

8.1 The General Terms and Conditions and the List of Tolls of TransCanada's Transportation 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 National Energy Board 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 Shipper shall be eligible to receive service pursuant to this Toll Schedule provided such Shipper:

- (a) has entered into an interruptible service contract (the "Contract") with TransCanada or, has obtained an order of the NEB, pursuant to subsection 71(2) of the National Energy Board Act as amended from time to time ("71(2) Order"), requiring TransCanada to transport gas for Shipper subject to the provisions of this Toll Schedule and to the terms and conditions contained in the 71(2) Order; and
- (b) has pipeline facilities interconnecting with TransCanada's facilities at the delivery point(s) specified in the Contract or, has provided TransCanada with adequate assurances that arrangements have been made to have an authorized gas distribution or transmission company act as Shipper's agent in receiving from TransCanada the gas to be delivered pursuant to this Toll Schedule; and
- (c) has provided TransCanada with financial assurances as required by TransCanada 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 TransCanada determines in its sole discretion that deliveries hereunder would in any way interfere with or restrict TransCanada's ability to make deliveries of gas under any and all transportation services having a higher priority on TransCanada's system pursuant to Section XV of the General Terms and Conditions than service requested hereunder or, any time that Shipper fails to provide on an ongoing and timely basis evidence satisfactory to TransCanada of its right to remove from the province of production all or any part of the quantities of gas to be transported by TransCanada under the Contract. It is understood that TransCanada shall not construct additional facilities for the purpose of providing service hereunder.

TransCanada 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 TransCanada from time to time on TransCanada'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, Shipper shall be entitled to request Interruptible Transportation service in the manner hereafter set forth.

2.3 Forecasting of Available Interruptible Service

TransCanada shall notify the Shipper, in the manner set forth in the Contract or by inclusion in TransCanada's ShipperNews monthly newsletter and/or electronic bulletin board, of TransCanada's estimate of the quantity of available Interruptible Transportation Service which TransCanada expects to be able to render to Shippers 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 this subsections 2.4, 2.6 and 2.7 hereof. In addition to the information required from Shippers 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 Shipper.

A Shipper 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 TransCanada through its electronic bulletin board at the time specified pursuant to Section XXII of the General Terms and Conditions. TransCanada shall not accept nominations by fax unless TransCanada's electronic bulletin board and EDI systems are inoperative.

(b) **Allocation of Interruptible Service**

Subject to the provisions set out in this IT Toll Schedule, TransCanada 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 Shippers of Allocated Available Interruptible Transportation Service**

TransCanada shall post, via TransCanada's electronic bulletin board 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 Shipper shall confirm its intention to use the transportation service authorized by TransCanada either by allowing its original nomination to stand, if the full nominated quantity has been authorized by TransCanada, or by renomination, if only a portion of the nominated transportation service is authorized by TransCanada. If Shipper fails to renominate the available quantity within one hour after Shipper has been notified of the authorized quantity, Shipper shall be deemed to have renominated the available quantity.

A Shipper may include as part of its nomination, a minimum quantity that will be acceptable to the Shipper. In the event that TransCanada cannot authorize at least the minimum quantity specified by the Shipper in its nomination, no service will be authorized to that Shipper under that nomination.

2.7 Priority of Curtailment of Interruptible Transportation Service

Curtailments will be based upon the quantity nominated by the Shippers. 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 Shipper nominates or renominates for transportation service hereunder pursuant to subsections 2.6 hereof but subsequently does not utilize all of the transportation authorized by TransCanada for that nomination or renomination, as the case may be, the Shipper 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 TransCanada for that gas day and the value of the transportation service that the Shipper renominated that gas day. Such values shall be determined by multiplying the applicable nominated toll level price by the quantities authorized by TransCanada and renominated by the Shipper; provided however, if

- a) the transportation service authorized by TransCanada and not utilized by Shipper would not have been used by another Shipper with a nomination for service hereunder; or
- b) the Shipper can demonstrate to the satisfaction of TransCanada 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 Shipper to TransCanada for transportation service hereunder at each nominated toll level in which Shipper has been allocated Interruptible Transportation service shall be equal to the nominated toll level multiplied by Shipper's total Delivery Gas at such nominated toll level for the month to which this bill relates. Shippers 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 Shipper shall also pay monthly to TransCanada 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 NEB (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 Shipper'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, Shipper shall pay the Union Dawn Receipt Point Surcharge for service from the Union Dawn Receipt Point.
- 4.4 Shipper shall also pay monthly to TransCanada any penalty arising from the provisions set out in subsection 3.1 above.
- 4.5 Penalty revenue received by TransCanada pursuant to subsection 4.3 above, shall be included in the Interruptible Transportation Service revenue disposition.
- 4.6 For each month, a Shipper shall provide, on a daily basis, a quantity of fuel based on a monthly fuel ratio to be established by TransCanada.

5. MISCELLANEOUS PROVISIONS

- 5.1 The General Terms and Conditions and the List of Tolls of TransCanada's Transportation 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 National Energy Board Act or any other legislation passed in amendment thereto or substitution therefor.

SHORT TERM FIRM TRANSPORTATION SERVICE

TOLL SCHEDULE

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STFT TOLL SCHEDULE**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 subsection 2.3;
 - (b) "Block Period" shall have the meaning attributed to it in subsection 2.3;
 - (c) "Maximum Daily Quantity" shall mean for any shipper the Maximum Daily Quantity set out on such shipper's bid or the Maximum Daily Quantity as amended by TransCanada pursuant to subsection 3.3(d);
 - (d) "Minimum Daily Quantity" shall mean for any shipper the Minimum Daily Quantity set out on such shipper's bid;
 - (e) "Posting Period" shall have the meaning attributed to it in subsection 3.2;
 - (f) "Remaining Capacity" shall have the meaning attributed to it in subsection 2.3;
 - (g) "Service Period" shall have the meaning attributed to it in subsection 2.3;
 - (h) "STFT" shall mean Short Term Firm Transportation;
 - (i) "Summer Period" shall mean the period of time from April 1 of a calendar year to October 31 of the same calendar year;
 - (j) "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;
 - (k) "STFT Bid Floor" shall have the meaning attributed to it in subsection 3.3(b);
 - (l) "STFT Bid Percentage" shall have the meaning attributed to it in subsection 3.3(b);
 - (m) "STFT Contract" shall have the meaning attributed to it in subsection 2.1(a);
 - (n) "STFT Price" shall have the meaning attributed to it in subsection 4.1;
 - (o) "System Capacity" shall mean TransCanada's pipeline facilities and TransCanada's contractual entitlement on the pipeline systems of the Great Lakes Gas Transmission Limited Partnership, Union Gas Limited and Trans Quebec and Maritimes Pipeline Inc.;
 - (p) "System Segment" shall have the meaning attributed to it in subsection 2.3;
 - (q) "Winter Period" shall mean the period of time from November 1 of a calendar year to March 31 of the following calendar year.

STFT TOLL SCHEDULE**2. AVAILABILITY****2.1 Availability of Service**

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

- (a) has entered into a Short Term Firm Transportation service contract (the "STFT Contract") with TransCanada or has obtained an Order of the NEB, pursuant to subsection 71(2) of the National Energy Board Act, as amended from time to time ("71(2) Order"), requiring TransCanada to transport gas for Shipper subject to the provisions of this STFT Toll Schedule and to the terms and conditions contained in the 71(2) Order; and
- (b) has provided TransCanada with financial assurances as required by TransCanada 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, TransCanada utilizes capacity available from its System Capacity. It is understood that TransCanada shall not construct additional facilities for the purpose of providing service hereunder.

2.3 Capacity Available for STFT

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

Remaining Capacity made available for Shippers under this STFT Toll Schedule shall be offered in respect of certain segments of TransCanada'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"). TransCanada shall

STFT TOLL SCHEDULE

notify Shippers 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

TransCanada, 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 Shipper has been allocated Available Short Term Capacity, Shipper 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 Shipper fails to provide on an ongoing and timely basis to TransCanada 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 TransCanada under the STFT Contract, Shipper 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"). TransCanada shall be entitled to immediately suspend service for a quantity up to, and including, the Default Quantity until such time as Shipper remedies the Default, when TransCanada 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

TransCanada shall post Available Short Term Capacity for a period of 5 Banking Days (the "Posting Period"). If some or all of the Available Short Term Capacity has not been allocated at the end of a Posting Period, TransCanada may, in its sole discretion, continue to post Available Short Term Capacity on a daily basis. At the end of the

STFT TOLL SCHEDULE

Posting Period and any daily posting, TransCanada shall allocate Available Short Term Capacity among Shipper bids received by TransCanada.

The Available Short Term Capacity shall be posted on TransCanada's electronic bulletin board and web site 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, TransCanada will post Available Short Term Capacity on or before the 7th day of each month; or
- (d) At any time TransCanada 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) Shipper Bids

For each combination of System Segment and Service Period in which Shipper wishes to request service under this STFT Toll Schedule, Shipper shall submit a written bid to TransCanada's Contracts and Billing Department by telecopier or through TransCanada's electronic bulletin board during the bid period. No Shipper bid shall be accepted by TransCanada if received after the bid deadline specified in the posting of Available Short Term Capacity. Each Shipper 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 Shipper.

Each Shipper bid shall contain the following information:

- Shipper name and address
- Shipper contact, telephone number and telecopier number
- System Segment for which bid is being made pursuant to subsection 3.3 (b)

STFT TOLL SCHEDULE

- 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 TransCanada

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

(b) **STFT Bid Percentage**

The bid floor for Available Short Term Capacity under this STFT Toll Schedule shall be a percentage determined by TransCanada in its sole discretion and posted by TransCanada from time to time on TransCanada'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 TransCanada.

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").

STFT TOLL SCHEDULE

Bids for Available Short Term Capacity must identify the System Segment offered by TransCanada for which the Shipper is bidding. The Shipper'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 TransCanada shall be allocated among Shipper bids pursuant to this STFT Toll Schedule and Shipper 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 Shipper bids for System Segments which compete for the same capacity and:
 - A. have the same Service Period, TransCanada shall rank Shipper bids in descending order from the highest to lowest STFT Allocation Price and TransCanada shall allocate Available Short Term Capacity to the Shipper bids resulting in the highest aggregate transportation revenue; or
 - B. have a different Service Period, for each different Service Period, TransCanada shall rank Shipper bids Available Short Term Capacity in descending order from the highest to lowest STFT Allocation Price and TransCanada shall allocate Available Short Term Capacity to the Shipper bids resulting in the highest aggregate transportation revenue.
- (ii) If 2 or more Shipper 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 Shipper bids, the Available Short Term Capacity shall be allocated pro-rata among such Shipper bids.

If such pro-rata share falls below the Minimum Daily Quantity specified by a Shipper in its Shipper bid, such pro-rata share allocated shall be

deemed to be rejected, and TransCanada will reallocate among the remaining Shipper bids.

(d) **Notification to Shippers**

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

4. MONTHLY BILL

4.1 Transportation Service

The monthly bill payable by Shipper to TransCanada 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 Shipper's STFT allocated Maximum Daily Quantity and the number of days of STFT Service during the month. These transportation service charges are payable by Shipper notwithstanding any failure by Shipper during such month, for any reason whatsoever, including force majeure or Default by Shipper under subsection 3.1 hereof, to deliver Shipper's Receipt Volume to TransCanada at the receipt point.

4.2 Delivery Pressure Service

Shipper shall also pay monthly to TransCanada 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 NEB (and set forth in the List of Tolls referred to in

STFT TOLL SCHEDULE

- 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 Shipper'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 Shipper notwithstanding any failure by Shipper during such month, for any reason whatsoever including force majeure or a Default by Shipper under subsection 3.1 hereof, to deliver Shipper's Authorized Quantity to TransCanada at the receipt point.
- 4.3 Each month, Shipper shall pay the Union Dawn Receipt Point Surcharge for service from the Union Dawn Receipt Point.
- 4.4 **Fuel**
- For each month, Shipper shall provide, on a daily basis, a quantity of fuel based on a monthly fuel ratio to be established by TransCanada from time to time.

5. TRANSPORTATION AND DELIVERY PRESSURE CHARGE ADJUSTMENTS

5.1 Transportation Charge Adjustments

If during any day, TransCanada fails to deliver the quantity of gas requested by Shipper up to the Maximum Daily Quantity, for any reason related solely to TransCanada's operations, including an event of force majeure occurring on any of the pipeline systems of TransCanada, Great Lakes Gas Transmission Company, Union Gas Limited, and Trans Quebec & Maritimes Pipeline Inc., then the transportation service charges payable pursuant to subsection 4.1 hereof shall be reduced by an amount equal to the STFT Price multiplied by the difference between the quantity of gas which TransCanada actually delivered to Shipper on such day, and the quantity of gas which such Shipper in good faith nominated for delivery on such day.

STFT TOLL SCHEDULE**5.2 Delivery Pressure Charge Adjustments**

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

5.3 Shipper's Receipt or Delivery Failure

If TransCanada refuses to accept deliveries of Shipper's gas or curtails receipts from or deliveries to Shipper pursuant to subsection 1(b) of Section II of the General Terms and Conditions, then there shall be no corresponding reduction in transportation service or delivery pressure charges to Shipper.

6. ASSIGNMENTS

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

7. MISCELLANEOUS PROVISIONS

7.1 The General Terms and Conditions and the List of Tolls of TransCanada's Transportation 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 *National Energy Board Act* or any other legislation passed in amendment thereof or substitution therefor.

ENHANCED CAPACITY RELEASE SERVICE

ECR TOLL SCHEDULE

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1. AVAILABILITY

- 1.1 A Shipper shall be eligible to receive service pursuant to this ECR Toll Schedule provided that Shipper:
- (a) is party or an assignee under a Temporary Assignment (as defined in the Enhanced Capacity Release Service Contract) to a firm transportation service contract or a Multi-Year Fixed Price service contract with TransCanada with a delivery point(s) in the Central and Eastern Delivery Areas or having a delivery point located on the international border between Canada and the United States downstream of St. Clair, Michigan (the "FT Contract" or the "MFP Contract"); and
 - (b) has entered into an Enhanced Capacity Release Service Contract (the "ECR Contract"), incorporating this ECR Toll Schedule.

2. DESCRIPTION OF SERVICE

- 2.1 (a) A Shipper receiving service under this ECR Toll Schedule is hereinafter referred to as "Replacement Shipper";
- (b) Service provided under this ECR Toll Schedule allows Replacement Shipper to elect to receive natural gas quantities delivered to the Great Lakes Gas Transmission Limited Partnership pipeline system (the "Great Lakes System") at Emerson, Manitoba, provided that Replacement Shipper shall, on the same day, be required to redeliver the equivalent quantities of natural gas to TransCanada at Dawn, Ontario or at the Canadian side of the Canada/United States international border at St. Clair, Michigan (each a "Redelivery Point").
- (c) Subject to all limitations contained in the FT Contract or the MFP Contract, which limitations shall also apply to the service to be provided to Replacement Shipper hereunder, Replacement Shipper shall submit to TransCanada a written request for the release and assignment to Replacement Shipper or to such other party as designated by Replacement Shipper, (the "Designate") of a specified portion of TransCanada's capacity (the "Released Capacity") on the Great Lakes System held under the firm natural gas transportation service agreement with Great Lakes Gas Transmission Limited Partnership ("Transporter") dated April 13, 1994, as amended or superseded from time to time (the "FT004 Service Agreement"); provided however, Released Capacity shall not, on any day on which service is requested, exceed Replacement Shipper's entitlement for

natural gas nominations made by Replacement Shipper to TransCanada on such date under the FT Contract or MFP Contract;

- (d) TransCanada shall only release capacity to Replacement Shipper or its Designate, as the case may be, from TransCanada's primary receipt point located at Emerson, Manitoba to its primary delivery point located at St. Clair, Michigan under the FT004 Service Agreement; provided however, Replacement Shipper or its Designate shall be entitled to segment the Released Capacity in the manner permitted by Transporter under Transporter's FERC Gas Tariff, Second Revised Volume No. 1, as amended or superseded from time to time (the "Transporter's FERC Gas Tariff");
 - (e) Replacement Shipper or its Designate, as the case may be, is prohibited from changing TransCanada's primary points of receipt and delivery under the FT004 Service Agreement but may utilize secondary receipt and delivery points in accordance with Transporter's FERC Gas Tariff;
 - (f) On each day that Replacement Shipper or its Designate, as the case may be, utilizes Released Capacity Replacement Shipper shall redeliver to TransCanada at the designated Redelivery Point the quantities of natural gas equivalent to the natural gas quantities delivered by Replacement Shipper to the Great Lakes System at Emerson, Manitoba on such day, and
 - (g) If Replacement Shipper, for any reason, fails to redeliver or anticipates it will be unable to redeliver the required quantities of natural gas at the designated Redelivery Point, Replacement Shipper shall immediately notify TransCanada by facsimile of such failure or inability.
- 2.2 Requests for service hereunder shall be in writing and submitted by Replacement Shipper by facsimile and must be received by TransCanada's Customer Service Department in Calgary, Alberta on or before 09:00 hours CCT on the day immediately preceding the day for which the capacity release is requested.
- 2.3 Upon acceptance by TransCanada of Replacement Shipper's request for Released Capacity, TransCanada will forward to Replacement Shipper an ECR Contract with a completed Exhibit "A" Addendum setting out the term, quantities, rates, designated Redelivery Point and other provisions of the capacity release.

ECR TOLL SCHEDULE

- 2.4 Upon execution and delivery of the ECR Contract by Replacement Shipper to TransCanada, Replacement Shipper or its Designate, as the case may be, shall enter into a firm transportation service agreement with Transporter (the "Replacement FT Service Agreement") in respect of the Released Capacity, pursuant to Transporter's FERC Gas Tariff. Prior to obtaining service under this ECR Toll Schedule, Replacement Shipper shall provide TransCanada with a fully executed copy of the Replacement FT Service Agreement.
- 2.5 Replacement Shipper shall not and Replacement Shipper shall ensure that its Designate (if any) shall not receive service under the Replacement FT Service Agreement which is superior to the service available to TransCanada under the FT004 Service Agreement.
- 2.6 Replacement Shipper's or its Designate's quantities are subject to curtailment pursuant to TransCanada's Transportation Tariff provisions in the event of a force majeure.
- 2.7 Replacement Shipper shall and Replacement Shipper shall ensure that its Designate (if any) shall supply Transporter's Use gas (as defined in the ECR Contract) to Transporter as required by Transporter to transport on its system the quantities of natural gas that are subject of any capacity release.
- 2.8 If on any day Replacement Shipper fails to redeliver to TransCanada all or any portion of the required quantities of natural gas at the designated Redelivery Point, TransCanada shall, in its sole discretion and in addition to any other remedies available to it, have the right to curtail deliveries to Replacement Shipper and Replacement Shipper's agents at the delivery point(s) stipulated in the Replacement Shipper's FT Contract or MFP Contract; provided however, TransCanada shall exercise reasonable efforts to curtail such deliveries in the manner requested by Replacement Shipper.
- 2.9 In this ECR Toll Schedule the rights and obligations of TransCanada, Replacement Shipper or its Designate are subject to all valid and applicable present and future laws, statutes, ordinances, rules, regulations, and orders of any governmental authority having jurisdiction or control over the service contemplated in this ECR Toll Schedule.

3. MONTHLY BILL

3.1 The monthly bill payable to TransCanada for service under this ECR Toll Schedule shall include:

(a) **Demand Charge**

For each month, the demand charge toll for the firm transportation service rendered to the delivery point(s) under the FT Contract or MFP Contract shall apply pursuant to the terms and conditions of TransCanada's Transportation Tariff, FT Toll Schedule or MFP Toll Schedule.

(b) **Delivery Pressure Service**

For each month, the demand charge toll(s) for the delivery pressure service provided for hereunder shall be levied on the capacity released quantities of natural gas that are subject of any capacity release based on the greater of the delivery pressure toll at Emerson II, Manitoba, and the delivery pressure toll(s) applicable under the FT Contract or MFP Contract, pursuant to the terms and conditions of TransCanada's Transportation Tariff, FT Toll Schedule or MFP Toll Schedule.

(c) **Fuel**

For each month, Replacement Shipper shall provide, on a daily basis, a quantity of fuel, based on a monthly fuel gas ratio to be established by TransCanada, for the transportation services rendered hereunder from Empress, Alberta to Emerson, Manitoba, and from the designated Redelivery Point to the delivery point(s) described in the FT Contract or MFP Contract.

(d) **Demand Charge Adjustment**

TransCanada shall credit Replacement Shipper's monthly bill for transportation service hereunder by the dollar amount credited to TransCanada in the monthly bill received from Transporter under the FT004 Service Agreement pursuant to Transporter's FERC Gas Tariff which is attributable to the Released Capacity.

(e) **ECR Surcharge**

Replacement Shipper shall pay to TransCanada an Enhanced Capacity Release surcharge equal to the surcharge as approved by the National Energy Board (the "NEB") and set forth in the List of Tolls (the "List of Tolls") contained in TransCanada's Transportation Tariff and in effect at the time the service is rendered multiplied by the quantity of natural gas which Replacement Shipper is hereunder obligated to redeliver to TransCanada at the designated Redelivery Point for such billing month, whether or not Replacement Shipper actually redelivers such quantity of natural gas.

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

Each month, Shipper shall pay the Union Dawn Receipt Point Surcharge for service from the Union Dawn Receipt Point.

3.2 TransCanada shall determine Replacement Shipper's demand charge adjustment credit under Section 3.1 (d) by converting from United States dollars to Canadian dollars the reservation fee(s) for the Released Capacity that are credited on TransCanada's monthly bill by Transporter. TransCanada shall determine the credit using the Bank of Canada "noon spot rate" applicable on the last day of the month in which transportation service for the Released Capacity is rendered. The difference between the credit calculated using the Bank of Canada noon spot rate and the credit calculated using the actual rate incurred by TransCanada for payment of its bill from Transporter will be credited or charged to the Replacement Shipper on the Replacement Shipper's transportation service bill with TransCanada in the second month following the month in which transportation service for the Released Capacity is rendered.

3.3 In the event Replacement Shipper, its Designate, or any party to whom the Replacement Shipper or its Designate has re-released all or a portion of the Released Capacity (the "Re-Releasee") fails to pay Transporter for all amounts of any bill received regarding the Released Capacity pursuant to the Replacement FT Service Agreement, TransCanada shall have, in addition to any other remedies, the right, at any time, to adjust the credit provided to Replacement Shipper under Section 3.1 (d) by an amount equal to the rates and charges which Replacement Shipper, its Designate or Re-Releasee has failed to pay Transporter. Further, TransCanada shall have the right to collect from Replacement Shipper all unpaid amounts concerning the Released Capacity through a billing

adjustment to Replacement Shipper under the FT Contract or MFP Contract; provided, however, that TransCanada shall not be prohibited from collecting all unpaid amounts concerning the Released Capacity through any other lawful remedy it deems necessary.

4. ASSIGNMENT

4.1 Assignments of any contracts, in whole or in part, into which this ECR Toll Schedule is incorporated are expressly prohibited without TransCanada's prior written consent, which consent may, in TransCanada's sole discretion, be withheld or granted subject to any conditions which TransCanada deems necessary.

5. MISCELLANEOUS PROVISIONS

5.1 Prior to obtaining service under this ECR Toll Schedule, Replacement Shipper shall have obtained all consents and authorizations necessary to enter into and perform its obligations under the ECR Contract and shall, at TransCanada's request, provide TransCanada with copies of all such consents and authorizations.

5.2 Replacement Shipper or its Designate, as the case may be, shall be responsible to Transporter for all rates, charges, surcharges and penalties in effect from time to time under Rate Schedule FT of Transporter's FERC Gas Tariff, respecting the transportation service rendered under the Replacement FT Service Agreement between Replacement Shipper or its Designate, as the case may be, and Transporter.

5.3 Replacement Shipper shall be liable to TransCanada for all charges which may be levied or ordered by the NEB in respect of any transaction described herein, including without limitation, any charge for quantities of gas transported by TransCanada for the account of Replacement Shipper's or its Designate's tendered quantities of natural gas required by Transporter pursuant to Transporter's FERC Gas Tariff to transport such tendered quantities ("Transporter's Use").

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

ECR TOLL SCHEDULE

- 5.5 The provisions of the FT Contract and the FT Toll Schedule or the MFP Contract and the MFP Toll Schedule incorporated therein by reference, insofar as they relate to the quantities of natural gas which from time to time shall constitute Released Capacity, are hereby amended to give effect to the provisions of this ECR Toll Schedule and the provisions of any ECR Contract which incorporates this ECR Toll Schedule.
- 5.6 This ECR Toll Schedule, the List of Tolls and the General Terms and Conditions are subject to the provisions of the *National Energy Board 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 Shipper shall be eligible to receive service pursuant to this Toll Schedule provided that Shipper:

- (a) has entered into a Non-Renewable Firm Transportation Service Contract with TransCanada having a minimum term of one (1) year; or has obtained an Order of the NEB, pursuant to subsection 71(2) of the National Energy Board Act as amended from time to time ("71(2) Order"), requiring TransCanada to transport gas for Shipper subject to the provisions of this Toll Schedule and to the terms and conditions contained in the 71(2) Order; and
- (b) has pipeline facilities interconnecting with TransCanada's facilities at the delivery point(s) specified in the Contract, or which has provided TransCanada with adequate assurances that arrangements have been made to have an authorized gas distribution or transmission company act as Shipper's agent in receiving from TransCanada the gas to be delivered pursuant to this Toll Schedule; and
- (c) has provided TransCanada with financial assurances as required by TransCanada 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 Shippers 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 Shippers to commence on a future specified date; or
- (b) TransCanada 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 TransCanada'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 Shipper 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 Shipper fails to provide on an ongoing and timely basis to TransCanada 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 TransCanada under the Contract, Shipper 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 TransCanada shall be entitled to immediately suspend service for a quantity up to, and including, the Default Quantity until such time as Shipper remedies the Default. TransCanada 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 TransCanada for service hereunder shall include the demand charge in effect during the billing month for transportation service and, where applicable, 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 NEB (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 Shipper's Contract Demand. If Shipper'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 Shipper notwithstanding any failure by Shipper during such month, for any reason whatsoever including force majeure or a default by Shipper under subsection 2.1 hereof, to deliver Shipper's Authorized Quantity to TransCanada 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 Shipper's Contract Demand in effect at each such delivery point. If Shipper'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 Shipper notwithstanding any failure by Shipper during such month, for any reason whatsoever including force majeure or a default by Shipper under subsection 2.1 hereof, to deliver Shipper's Authorized Quantity to TransCanada at the receipt point.

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

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

(d) **Fuel**

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

4. MINIMUM BILL

4.1 The minimum monthly bill for service hereunder shall be the demand charges determined in subsections 3.1 (a) 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, TransCanada fails to deliver the quantity of gas requested by Shipper up to the Contract Demand, for any reason related solely to TransCanada's operations, including an event of Force Majeure occurring on any of the pipeline systems of TransCanada, Great Lakes Gas Transmission Company ("GLGT"), Union Gas Limited ("Union") and Trans Quebec & Maritimes Pipeline Inc. ("TQM"), 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 TransCanada actually delivered to Shipper on such day, and the quantity of gas which such Shipper in good faith nominated hereunder on such day. If TransCanada refuses to accept deliveries of Shipper's gas or curtails receipts from or deliveries to Shipper 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 Shipper. Notwithstanding the foregoing, if the quantity of gas which TransCanada fails to deliver is the subject of an accepted nomination for a Diversion and/or an Alternate Receipt, then TransCanada 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 subsection 5.1 above, the Union Dawn Receipt Point Surcharge payable by Shipper 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 TransCanada actually transported from the Union Dawn Receipt Point on such day and the quantity which such Shipper in good faith nominated for transport on such day.

6. ALTERNATE RECEIPT AND DIVERSION OF GAS

- 6.1 (a) Subject to the provisions herein, Shipper shall have the right to nominate an Alternate Receipt and/or a Diversion under Shipper's Contract in the manner provided herein.
- (b) The aggregate of all nominations for delivery hereunder shall not exceed the Contract Demand under Shippers Contract.
- (c) Shipper shall not be entitled to nominate a Diversion to a delivery point or delivery area which is upstream of the receipt point specified in Shipper's Contract or upstream of the Alternate Receipt point.
- (d) Shipper shall not be entitled to nominate an Alternate Receipt from a receipt point that is upstream of the receipt point specified in Shipper's Contract or is downstream of the delivery point or delivery area specified in Shipper's Contract.

- (e) 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 Shipper for an Alternate Receipt and/or a Diversion under Shipper's Contract must be received by TransCanada's Gas Control Department in Calgary at the time specified pursuant to Section XXII of the General Terms and Conditions.
- 6.3 TransCanada shall have the right to not accept a nomination made pursuant to subsection 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 TransCanada'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 Shipper 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. TransCanada 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 TransCanada does not accept a nomination for an Alternate Receipt and/or a Diversion pursuant to subsections 6.2 and 6.3 hereof, or accepts only a portion of the quantity so nominated, then TransCanada shall exercise reasonable efforts to allow Shipper to renominate the receipt point and/or delivery point or delivery area specified in Shipper's Contract. TransCanada 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, Shipper shall pay the Daily Demand Toll based on the receipt point and delivery point or area specified in Shipper's Contract for the entire quantity set out in an Alternate Receipt and/or a Diversion nomination which was rejected by TransCanada pursuant to subsection 6.3 hereof.

- (a) In addition to the charges payable pursuant to subsection 3.1(a) and (d) above, Shipper shall pay TransCanada 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 Shipper's Contract, exceeds the applicable Daily Demand Toll from the receipt point to the delivery point or area which are specified in Shipper's Contract, by shipper'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 Shipper'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 Shipper's Contract, by Shipper'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 NEB and no delivery pressure charge exists for the Delivery Point specified in Shipper's Contract, then Shipper shall pay TransCanada, in addition to the charges provided above, an amount equal to the applicable Delivery Pressure Toll multiplied by Shipper'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 Shipper's Contract, then Shipper shall pay TransCanada, 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 Shipper'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 Shipper'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 Shipper nominates Union Dawn Receipt Point as an Alternate Receipt point, then Shipper shall pay to TransCanada, in addition to any other applicable

charges, the Union Dawn Receipt Point Surcharge for service from the Union Dawn Receipt Point.

7. ASSIGNMENT

- 7.1 Any company which shall succeed by purchase, merger or consolidation to the properties, substantially or in entirety, of Shipper or of TransCanada, 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 Shipper or TransCanada 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 TransCanada.
- 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 Shipper 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 Shipper, TransCanada may, in its sole discretion, allow Shipper 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

- TransCanada, shall apply for a minimum duration of three (3) months and shall not exceed the remaining term of the Contract.
- 9.2 Shipper'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, Shipper shall pay the following:
- (a) the greater of the FT Monthly Demand Toll payable for transportation from the original receipt point to the original delivery point specified in the Contract, and the Demand Toll which applies:
 - (i) from the original receipt point to the temporary delivery point;
 - (ii) from the temporary receipt point to the original delivery point; or
 - (iii) 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; and
 - (c) the Union Dawn Receipt Point Monthly Surcharge, provided however:
 - (i) if Shipper 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 Shipper'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 Shipper 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 Shipper notwithstanding any failure by Shipper during such month, for any reason whatsoever, including force majeure or a default by Shipper under subsection 2.1 hereof, to deliver Shipper's Receipt Gas to TransCanada at the temporary receipt point.

9.5 Shipper shall pay for or provide, on a daily basis, a quantity of fuel based on the applicable monthly fuel ratio established by TransCanada 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 TransCanada of Shipper's request for a temporary receipt or delivery point, transportation service hereunder shall be firm in accordance with subsection 2.1 of this FT-NR Toll Schedule.

10. MISCELLANEOUS PROVISIONS

10.1 The General Terms and Conditions and the List of Tolls of TransCanada's Transportation 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 National Energy Board 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.

FIRM TRANSPORTATION SHORT NOTICE SERVICE

FT-SN TOLL SCHEDULE

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FT-SN TOLL SCHEDULE**1. AVAILABILITY**

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

- (a) Shipper has entered into a Firm Transportation Short Notice (FT-SN) Service Contract (the "Contract") with TransCanada having a minimum term of 1 year; or has obtained an Order of the NEB, pursuant to subsection 71(2) of the National Energy Board Act as amended from time to time ("71(2) Order"), requiring TransCanada to transport gas for Shipper subject to the provisions of this Toll Schedule and to the terms and conditions contained in the 71(2) Order; and
- (b) Shipper has pipeline facilities interconnecting with TransCanada's facilities at the delivery point specified in the Contract, or has provided TransCanada with adequate assurances that arrangements have been made to have an authorized gas distribution or transmission company act as Shipper's agent in receiving from TransCanada 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 TransCanada;
- (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) Shipper has provided TransCanada with financial assurances as required by TransCanada 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, TransCanada utilizes capacity available from its own gas transmission system and from its firm transportation service entitlement on the Great Lakes Gas Transmission Company system, the Union Gas Limited system, and the Trans Québec & Maritimes Pipeline Inc. system (the "Combined Capacity"). If a request for service pursuant to this Toll Schedule (the "Requested Service") requires an increase to the Combined Capacity, TransCanada is prepared to

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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 NEB approves the additional facilities and/or transportation services necessary to increase the Combined Capacity; and
- (c) the availability provisions of subsection 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, Shipper 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 (Shipper'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 Shipper fails to provide on an ongoing and timely basis to TransCanada 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 TransCanada under the Contract, Shipper 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 TransCanada shall be entitled to immediately suspend service for a quantity up to, and including, the Default Quantity until such time as Shipper remedies the Default. TransCanada 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 Shipper shall not, without TransCanada'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.

FT-SN TOLL SCHEDULE**3. MONTHLY BILL**

3.1 The monthly bill payable to TransCanada for service hereunder shall include the demand charge in effect during the billing month for transportation service and, where applicable, 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 NEB (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 Shipper's Contract Demand. If Shipper'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 Shipper notwithstanding any failure by Shipper during such month, for any reason whatsoever including force majeure or a Default by Shipper under subsection 2.1 hereof, to deliver quantities of gas authorized to TransCanada 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 Shipper's Contract Demand in effect at each such delivery point. If Shipper'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 Shipper notwithstanding any failure by Shipper during such month, for any reason whatsoever including force majeure or a Default by Shipper under subsection 2.1 hereof, to deliver quantities of gas authorized to TransCanada at the receipt point.

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

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

(d) **Fuel**

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

4. MINIMUM BILL

4.1 The minimum monthly bill for service hereunder shall be the demand charges determined in subsection 3.1 (a) 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, TransCanada fails to deliver the quantity of gas requested by Shipper up to the Contract Demand, for any reason related solely to TransCanada's operations, including an event of force majeure occurring on any of the pipeline systems of TransCanada, Great Lakes Gas Transmission Company ("GLGT"), Union Gas Limited ("Union") and Trans Québec & Maritimes Pipeline Inc. ("TQM"), 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 Shipper would otherwise have, and the Reservation Entitlement for such Day. If TransCanada refuses to accept deliveries of Shipper's gas or curtails receipts from or deliveries to Shipper 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 Shipper. Notwithstanding the foregoing, if the quantity of gas which TransCanada fails to deliver is the subject of an accepted nomination for a Diversion and/or an Alternate Receipt, then TransCanada shall only be

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- 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 subsection 5.1 above, the Union Dawn Receipt Point Surcharge payable by Shipper 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 TransCanada actually transported from the Union Dawn Receipt Point on such day and the quantity which such Shipper in good faith nominated for transport on such day.
- 6. ALTERNATE RECEIPT AND DIVERSION OF GAS**
- 6.1 (a) Subject to the provisions herein, Shipper shall have the right to nominate an Alternate Receipt and/or Diversion under Shipper's Contract in the manner provided herein.
- (b) The aggregate of all nominations for delivery under this toll schedule shall not exceed the Contract Demand under Shippers Contract.
- (c) Shipper shall not be entitled to nominate a Diversion to a delivery point or delivery area which is upstream of the receipt point specified in Shipper's Contract or upstream of the Alternate Receipt point.
- (d) Shipper shall not be entitled to nominate an Alternate Receipt from a receipt point that is upstream of the receipt point specified in Shippers Contract or is downstream of the delivery point or delivery area specified in Shippers Contract.
- (e) 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 Shipper for an Alternate Receipt and/or a Diversion under Shipper's Contract must be received by TransCanada's Gas Control Department in Calgary at the time specified pursuant to Section XXII of the General Terms and Conditions.

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6.3 TransCanada shall have the right to not accept a nomination made pursuant to subsection 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 TransCanada'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 Shipper 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. TransCanada 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 TransCanada does not accept a nomination for an Alternate Receipt and/or Diversion pursuant to subsections 6.2, and 6.3 hereof, or accepts only a portion of the quantity so nominated, then TransCanada shall exercise reasonable efforts to allow Shipper to renominate to the receipt point and/or delivery point specified in Shipper's Contract. TransCanada 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, Shipper shall pay the FT-SN Daily Demand Toll based on the receipt point and delivery point or area specified in Shipper's Contract for the entire quantity set out in an Alternate Receipt and/or Diversion nomination which was rejected by TransCanada pursuant to subsection 6.3 hereof.

(a) In addition to the charges payable pursuant to Section 3.1(a), (b) and (c) above, Shipper shall pay TransCanada 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 Shipper's Contract, exceeds the applicable FT Daily Demand Toll from the receipt point to the delivery point or area which are specified in Shipper's Contract by Shippers Authorized Quantity, and

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- (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 Shipper'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 Shipper's Contract, by Shippers Authorized Quantity.

- (b) If the gas is diverted hereunder to a delivery point at which a delivery pressure charge has been approved by the NEB and no delivery pressure charge exists for the delivery point specified in Shipper's Contract, then Shipper shall pay TransCanada, in addition to the charges provided above, an amount equal to the applicable Delivery Pressure Toll multiplied by Shipper'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 Shipper's Contract, then Shipper shall pay TransCanada, in addition to the delivery pressure charge described in Section 3.1(b) above, an amount (a "Point Diversion Delivery Charge") equal to the product obtained by multiplying Shipper'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 Shipper'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 Shipper nominates Union Dawn Receipt Point as an Alternate Receipt point, then Shipper shall pay to TransCanada, in addition to any other applicable charges, the Union Dawn Receipt Point Surcharge for service from the Union Dawn Receipt Point.

FT-SN TOLL SCHEDULE**7. ASSIGNMENT**

- 7.1 Any company which shall succeed by purchase, merger or consolidation to the properties, substantially or in entirety, of Shipper or of TransCanada, 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 Shipper or TransCanada 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 TransCanada.
- 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 TransCanada's Tariff, assignee shall as requested by TransCanada, execute an assignment of any related Financial Assurances Agreements (as defined in subsection 4.4(c)(ii) of the Transportation Access Procedure) 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 Pursuant to any Contract into which this FT-SN Toll Schedule is incorporated and which Contract has been determined by TransCanada to be serving a long term market, and subject to the following conditions, Shipper shall have the option (the "Renewal Option") of extending the existing term (the "Existing Term") of the Contract for a period of no less than one (1) year (the "Renewal Term") and revising the Contract Demand to a level no

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greater than the Contract Demand set out in the Contract (the "Renewal OD") provided that the following conditions are met:

- (a) TransCanada receives written notice from Shipper of Shipper's election to exercise the Renewal Option which sets out the term and Contract Demand of such renewal (the "Renewal Provisions") no less than six (6) months before the termination date which would otherwise prevail under the Contract; and
- (b) Shipper supplies TransCanada at the time of such notice with evidence satisfactory to TransCanada that Shipper 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.

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

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

8.2 Provided TransCanada has either received timely notice as provided in subsection 8.1(a) above from Shipper of Shipper's election to exercise the Renewal Option, or accepted late notice from Shipper of his election to exercise the Renewal Option, and provided that Shipper 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

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- (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.

9. TEMPORARY RECEIPT AND/OR DELIVERY POINT

9.1 Upon receipt of a written request from Shipper, TransCanada may, in its sole discretion, allow Shipper 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 TransCanada, shall apply for a minimum duration of 3 months and shall not exceed the remaining term of the Contract.

9.2 Shipper'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, Shipper shall pay the following:

- (a) the greater of the Monthly FT-SN Demand Toll payable for transportation from the original receipt point to the original delivery point specified in the Contract, and the FT-SN Demand Toll which applies:
 - (i) from the original receipt point to the temporary delivery point;
 - (ii) from the temporary receipt point to the original delivery point; or
 - (iii) 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.

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- (c) the Union Dawn Receipt Point Monthly Surcharge, provided however:
- (i) if Shipper 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 Shipper'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 Shipper 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 Shipper notwithstanding any failure by Shipper during such month, for any reason whatsoever, including force majeure or a Default by Shipper under subsection 2.1 hereof, to deliver Shipper's Receipt Gas to TransCanada at the temporary receipt point.
- 9.5 Shipper shall pay for or provide, on a daily basis, a quantity of fuel based on the applicable monthly fuel ratio established by TransCanada for transportation for the quantity of gas delivered after giving effect to the temporary receipt and/or delivery point.
- 9.6 Upon acceptance by TransCanada of Shipper's request for a temporary receipt or delivery point, transportation service hereunder shall be firm in accordance with subsection 2.1 of this FT-SN Toll Schedule.

10. MISCELLANEOUS PROVISIONS

- 10.1 The General Terms and Conditions and the List of Tolls of TransCanada's Transportation 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.

FT-SN TOLL SCHEDULE

- 10.2 This Toll Schedule, the List of Tolls and the General Terms and Conditions are subject to the provisions of the National Energy Board 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 TERM SHORT NOTICE SERVICE

TOLL SCHEDULE

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ST-SN TOLL SCHEDULE**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 subsection 2.3;
 - (b) "Block Period" shall have the meaning attributed to it in subsection 2.3;
 - (c) "Maximum Daily Quantity" shall mean for any shipper the Maximum Daily Quantity set out on such shipper's bid or the Maximum Daily Quantity as amended by TransCanada pursuant to subsection 3.3(d);
 - (d) "Minimum Daily Quantity" shall mean for any shipper the Minimum Daily Quantity set out on such shipper's bid;
 - (e) "Posting Period" shall have the meaning attributed to it in subsection 3.2;
 - (f) "Remaining Capacity" shall have the meaning attributed to it in subsection 2.3;
 - (g) "Service Period" shall have the meaning attributed to it in subsection 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 subsection 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;

ST-SN TOLL SCHEDULE

- (o) "System Capacity" shall mean TransCanada's pipeline facilities and TransCanada's contractual entitlement on the pipeline systems of the Great Lakes Gas Transmission Limited Partnership, Union Gas Limited and Trans Quebec and Maritimes Pipeline Inc.;
- (p) "System Segment" shall have the meaning attributed to it in subsection 2.3;
- (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 Shipper shall be eligible to receive service pursuant to this ST-SN Toll Schedule provided such Shipper:

- (a) has entered into a Short Term Short Notice service contract (the "ST-SN Contract") with TransCanada or has obtained an Order of the NEB, pursuant to subsection 71(2) of the National Energy Board Act, as amended from time to time ("71(2) Order"), requiring TransCanada to transport gas for Shipper subject to the provisions of this ST-SN Toll Schedule and to the terms and conditions contained in the 71(2) Order;
- (b) has provided TransCanada with financial assurances as required by TransCanada 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 TransCanada; and
 - (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, TransCanada utilizes capacity available from its System Capacity. It is understood that TransCanada shall not construct additional facilities for the purpose of providing service hereunder.

2.3 Capacity Available for ST-SN

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

Remaining Capacity made available for Shippers under this ST-SN Toll Schedule shall be offered in respect of certain segments of TransCanada'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"). TransCanada shall notify Shippers 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

TransCanada, 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 Shipper has been allocated Available Short Term Capacity, Shipper shall be entitled to nominate

ST-SN TOLL SCHEDULE

for service hereunder for a quantity of gas equal to or less than the Maximum Daily Quantity as set out in Shipper's ST-SN Contract (Shipper'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 Shipper fails to provide on an ongoing and timely basis to TransCanada 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 TransCanada under the ST-SN Contract, Shipper 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"). TransCanada shall be entitled to immediately suspend service for a quantity up to, and including, the Default Quantity until such time as Shipper remedies the Default, when TransCanada 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) Shipper shall not, without TransCanada'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

TransCanada shall post Available Short Term Capacity for a period of 5 Banking Days (the "Posting Period"). If some or all of the Available Short Term Capacity has not been allocated at the end of a Posting Period, TransCanada 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, TransCanada shall allocate Available Short Term Capacity among Shipper bids received by TransCanada.

The Available Short Term Capacity shall be posted on TransCanada's electronic bulletin board and web site 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;

ST-SN TOLL SCHEDULE

- (b) If Available Short Term Capacity is not posted on a daily basis, TransCanada will post Available Short Term Capacity on or before the 7th day of each month; or
- (c) At any time TransCanada 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) Shipper Bids

For each combination of System Segment and Service Period in which Shipper wishes to request service under this ST-SN Toll Schedule, Shipper shall submit a written bid to TransCanada's Contracts and Billing Department by telecopier or through TransCanada's electronic bulletin board during the bid period. No Shipper bid shall be accepted by TransCanada if received after the bid deadline specified in the posting of Available Short Term Capacity. Each Shipper 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 Shipper.

Each Shipper bid shall contain the following information:

- Shipper name and address
- Shipper contact, telephone number and telecopier 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)

Shipper must submit separate Shipper bids for each separate combination of System Segment and Service Period. Shipper shall be entitled to submit more than one Shipper bid for any combination of System Segment and Service Period, but Shipper bids for the same System Segment shall not have the same ST-SN Bid Percentage. Shipper shall not be entitled to submit multiple Shipper bids for any System Segment where the

ST-SN TOLL SCHEDULE

aggregate Maximum Daily Quantity of the multiple Shipper bids is greater than the Available Short Term Capacity being offered for that System Segment. Shipper bids which do not conform to these requirements shall be rejected and TransCanada shall be under no obligation to notify Shipper of any such rejection or to provide Shipper with any opportunity to correct or complete its Shipper 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 TransCanada in its sole discretion and posted by TransCanada from time to time on TransCanada'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 TransCanada.

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 TransCanada for which the Shipper is bidding. The Shipper'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 TransCanada shall be allocated among Shipper bids pursuant to this ST-SN Toll Schedule and Shipper 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 subsections 3.3(c)(ii), for all Shipper bids for System Segments which compete for the same capacity and:

ST-SN TOLL SCHEDULE

- A. have the same Service Period, TransCanada shall rank Shipper bids in descending order from the highest to lowest ST-SN Allocation Price and TransCanada shall allocate Available Short Term Capacity to the Shipper bids resulting in the highest aggregate transportation revenue; or
 - B. have a different Service Period, for each different Service Period, TransCanada shall rank Shipper bids Available Short Term Capacity in descending order from the highest to lowest ST-SN Allocation Price and TransCanada shall allocate Available Short Term Capacity to the Shipper bids resulting in the highest aggregate transportation revenue.
- (ii) If 2 or more Shipper 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 Shipper bids, the Available Short Term Capacity shall be allocated pro-rata among such Shipper bids.

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

(d) **Notification to Shippers**

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

ST-SN TOLL SCHEDULE

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

4. MONTHLY BILL**4.1 Transportation Service**

The monthly bill payable by Shipper to TransCanada 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 Shipper'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 Shipper notwithstanding any failure by Shipper during such month, for any reason whatsoever, including force majeure or Default by Shipper under subsection 3.1 hereof, to deliver Shipper's Receipt Volume to TransCanada at the receipt point

4.2 Delivery Pressure Service

Shipper shall also pay monthly to TransCanada 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 NEB (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 Shipper'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 Shipper notwithstanding any failure by Shipper during such month, for any reason whatsoever including force majeure or a Default by Shipper under Section 3.1 hereof, to deliver Shipper's Authorized Quantity to TransCanada at the receipt point.

4.3 Union Dawn Receipt Point Surcharge

Each month, Shipper shall pay the Union Dawn Receipt Point Surcharge for service from the Union Dawn Receipt Point.

4.4 Fuel

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

5. TRANSPORTATION AND DELIVERY PRESSURE CHARGE ADJUSTMENTS**5.1 Transportation Charge Adjustments**

If during any day, TransCanada fails to deliver the quantity of gas requested by Shipper up to the Reservation Entitlement, for any reason related solely to TransCanada's operations, including an event of force majeure occurring on any of the pipeline systems of TransCanada, Great Lakes Gas Transmission Company, Union Gas Limited, and Trans Quebec & Maritimes Pipeline Inc., 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 TransCanada actually delivered to Shipper on such day, and the quantity of gas which such Shipper 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 Shipper pursuant to Section 4.2 hereof shall also be adjusted. The delivery pressure charge shall be reduced by an amount equal to the applicable Daily Equivalent Delivery Pressure Demand Toll multiplied by the difference between the quantity of gas which TransCanada actually delivered to Shipper on such day and the quantity which such Shipper in good faith nominated for delivery on such day.

5.3 Shipper's Receipt or Delivery Failure

If TransCanada refuses to accept deliveries of Shipper's gas or curtails receipts from or deliveries to Shipper pursuant to subsection 1(b) of Section II of the General Terms and Conditions, then there shall be no corresponding reduction in transportation service or delivery pressure charges to Shipper.

ST-SN TOLL SCHEDULE**6. ASSIGNMENTS**

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

7. MISCELLANEOUS PROVISIONS

- 7.1 The General Terms and Conditions and the List of Tolls of TransCanada's Transportation 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 *National Energy Board 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 subsection 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 subsection 9.1;
- (e) “Date of Commencement” shall mean the date Shipper’s MFP contract begins, as set out in subparagraph 1.1 of Shipper’s MFP Contract, which must occur within the MFP Commencement Period;
- (f) “MFP Bid Period” shall mean the period of time during which Shipper may bid for service for an MFP Block(s), and shall be set out by TransCanada 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 Shipper’s MFP Contract ends, as set of in subparagraph 5.1 of Shipper’s MFP Contract, which must occur within the MFP End Period; and
- (f) “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 Shipper shall be eligible to receive service pursuant to this Toll Schedule provided that Shipper:

- (a) has entered into a Multi-Year Fixed Price Transportation Service Contract with TransCanada as established by TransCanada through an open season process; or has obtained an Order of the NEB, pursuant to subsection 71(2) of the

National Energy Board Act as amended from time to time ("71(2) Order"), requiring TransCanada to transport gas for Shipper subject to the provisions of this Toll Schedule and to the terms and conditions contained in the 71(2) Order; and

- (b) has pipeline facilities interconnecting with TransCanada's facilities at the delivery point(s) specified in the Contract, or which has provided TransCanada with adequate assurances that arrangements have been made to have an authorized gas distribution or transmission company act as Shipper's agent in receiving from TransCanada the gas to be delivered pursuant to this Toll Schedule; and
- (c) has provided TransCanada with financial assurances as required by TransCanada 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, TransCanada utilizes capacity available from its System Capacity. It is understood that TransCanada 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 Shipper 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 Shipper fails to provide on an ongoing and timely basis to TransCanada 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 TransCanada under the Contract, Shipper 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 TransCanada shall be entitled to immediately suspend service for a quantity up to, and including, the Default Quantity until such time as Shipper remedies the Default. TransCanada 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 Shipper'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 TransCanada for service hereunder shall include the monthly demand charge for MFP Service in effect during the billing month for transportation service and, where applicable, 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 NEB (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 Shipper's Contract Demand. If Shipper'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 Shipper notwithstanding any failure by Shipper during such month, for any reason whatsoever including force majeure or a default by Shipper under Section 3.1 hereof, to deliver Shipper's Authorized Quantity to TransCanada 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 Shipper's Contract Demand in effect at each such delivery point. If Shipper'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 Shipper notwithstanding any failure by Shipper during such month, for any reason whatsoever including force majeure or a default by Shipper under Section 3.1 hereof, to deliver Shipper's Authorized Quantity to TransCanada at the receipt point.

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

Each month, Shipper shall pay the Union Dawn Receipt Point Surcharge for service from the Union Dawn Receipt Point notwithstanding any failure by

Shipper during such month, for any reason whatsoever including force majeure or a default by Shipper under subsection 3.1 hereof, to deliver Shipper's Authorized Quantity to TransCanada at the Union Dawn Receipt Point.

(d) **Fuel**

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

5. MINIMUM BILL

5.1 The minimum monthly bill for service hereunder shall be the demand charges determined in Paragraphs 4.1 (a) and (if applicable) 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, TransCanada fails to deliver the quantity of gas requested by Shipper up to the Contract Demand, for any reason related solely to TransCanada's operations, including an event of force majeure occurring on any of the pipeline systems of TransCanada, Great Lakes Gas Transmission Company ("GLGT"), Union Gas Limited ("Union") and Trans Québec & Maritimes Pipeline Inc. ("TQM"), 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 TransCanada actually delivered to Shipper on such day, and the quantity of gas which such Shipper in good faith nominated hereunder on such day. If TransCanada refuses to accept deliveries of Shipper's gas or curtails receipts from or deliveries to Shipper 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 Shipper. Notwithstanding the foregoing, if the quantity of gas which TransCanada fails to deliver is the subject of an accepted nomination for a Diversion and/or an Alternate Receipt, then TransCanada 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 subsection 6.1 above, the Union Dawn Receipt Point Surcharge payable by Shipper pursuant to subsection 4.1(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 TransCanada actually transported from the Union Dawn Receipt Point on such day and the quantity which such Shipper in good faith nominated for transport on such day.

7. ALTERNATE RECEIPT AND DIVERSION OF GAS

- 7.1 (a) Subject to the provisions herein, Shipper shall have the right to nominate an Alternate Receipt and/or a Diversion under Shipper's Contract in the manner provided herein.
- (b) The aggregate of all nominations for delivery hereunder shall not exceed the Contract Demand under Shippers Contract.
- (c) Shipper shall not be entitled to nominate a Diversion to a delivery point or delivery area which is upstream of the receipt point specified in Shipper's Contract or upstream of the Alternate Receipt point.
- (d) Shipper shall not be entitled to nominate an Alternate Receipt from a receipt point that is upstream of the receipt point specified in Shippers Contract or is downstream of the delivery point or delivery area specified in Shippers Contract.
- (e) 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 Shipper for an Alternate Receipt and/or a Diversion under Shipper's Contract must be received by TransCanada's Gas Control Department in Calgary at the time specified pursuant to Section XXII of the General Terms and Conditions.
- 7.3 TransCanada 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 TransCanada'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 Shipper 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. TransCanada 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 TransCanada 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 TransCanada shall exercise reasonable efforts to allow Shipper to re-nominate the receipt point and/or delivery point or delivery area specified in Shipper's Contract. TransCanada 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, Shipper shall pay the Daily Demand Toll based on the receipt point and delivery point or area specified in Shipper's Contract for the entire quantity set out in an Alternate Receipt and/or Diversion nomination which was rejected by TransCanada pursuant to Section 7.3 hereof.

- (a) In addition to the charges payable pursuant to Section 4.1(a), (b) and (c) above, Shipper shall pay TransCanada 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 Shipper'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 Shipper's Contract by Shippers 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 Shipper'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 Shipper's Contract, by Shippers Authorized Quantity.

- (b) If the gas is diverted hereunder to a Delivery Point at which a delivery pressure charge has been approved by the NEB and no delivery pressure charge exists for the Delivery Point specified in Shipper's Contract, then Shipper shall pay TransCanada, in addition to the charges provided above, an amount equal to the applicable Delivery Pressure Toll multiplied by Shipper'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 Shipper's Contract, then Shipper shall pay TransCanada, in addition to the delivery pressure charge described in Section 3.1(b) above, an amount (a "Point Diversion Delivery Charge") equal to the product obtained by multiplying Shipper'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 Shipper'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 Section 3.1(b) above.

- (c) If Shipper nominates Union Dawn Receipt Point as an Alternate Receipt point, then Shipper shall pay to TransCanada, in addition to any other applicable charges, the Union Dawn Receipt Point Surcharge for service from the Union Dawn Receipt Point.

8. ASSIGNMENT

- 8.1 Any company which shall succeed by purchase, merger or consolidation to the properties, substantially or in entirety, of Shipper or of TransCanada, 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 Shipper or TransCanada 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 TransCanada.

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 TransCanada's Tariff, assignee shall as requested by TransCanada, execute an assignment of any related Financial Assurances Agreements (as defined in the Transportation Access Procedure) 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 TransCanada to be serving a long term market, and subject to the following conditions, Shipper 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) TransCanada receives written notice from Shipper of Shipper'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) Shipper supplies TransCanada at the time of such notice with evidence satisfactory to TransCanada that Shipper 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 TransCanada may accept late notice of Shipper's election to exercise the Conversion Option if TransCanada, in its sole discretion, determines that TransCanada will have the required capacity available after providing capacity for all of TransCanada's obligations pursuant to prior outstanding requests from Shipper and/or others, that such conversion will not adversely impact TransCanada's system operations and that all of the costs for providing this service will be covered by TransCanada's tolls.

- 9.3 Provided TransCanada has either received timely notice as provided in Section 9.1(b) above from Shipper of Shipper's election to exercise the Conversion Option, or accepted late notice from Shipper of his election to exercise the Conversion Option, and provided that Shipper has met the availability provisions of the FT Toll Schedule in respect of the Conversion Provisions, a new FT Contract shall be executed by Shipper incorporating the Conversion Provisions.
- 9.4 Notwithstanding the foregoing, the Conversion Option is not available to a Shipper 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 TransCanada's Transportation 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 National Energy Board 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.

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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:

- "Alternate Receipt" shall mean the receipt of quantities of gas at a receipt point not specified in Shipper'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 TransCanada for payment pursuant to Section XI herein, conducts business.
- "Contract" shall mean a transportation service contract or a contract pursuant to the SNB Toll Schedule and shall also mean an Order of the NEB pursuant to Section 71(2) of the National Energy Board Act, as amended from time to time requiring TransCanada to provide transportation service.
- "Contract Demand" shall mean:
 - (i) with respect to transportation service contracts entered into prior to November 1, 1998, the contract demand, maximum daily quantity, annual contract quantity or maximum quantity as stated in a transportation service contract, converted to GJ by multiplying such contract demand, maximum daily quantity, annual contract quantity or maximum quantity by GHV-97 for the relevant delivery point as more particularly set out in the HV-97 Schedule attached to these General Terms and Conditions subject to variance pursuant to a Shipper election to restate its contract demand within the range from 99% of GHV-97 to 101% of GHV-97, which was received by TransCanada on or before February 13, 1998; and,
 - (ii) with respect to transportation service contracts entered into on or after November 1, 1998, that quantity of gas expressed in GJ specified in Shipper's transportation service contract as Shipper's daily or seasonal entitlement, as the case may be, to transportation capacity.
- "Contract Year" shall mean a period of 12 consecutive months beginning on a first day of November.

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- "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 Shipper'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 3.1(b) of the STS-L Toll Schedule for STS-L Contracts.

- "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 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.

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- “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.
- "Daily Demand Toll" shall mean the toll determined by multiplying the Monthly Demand Toll for the applicable transportation service, as approved by the NEB (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.
- "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 Shipper and TransCanada. 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 NEB (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 Shipper's FT, FT-SN, FT-NR, or MFP Contract.

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- "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 TransCanada 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 TransCanada 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 TransCanada as fuel for transporting Shipper's Authorized Quantity.
- "GJ" shall mean gigajoule being 1,000,000,000 joules and include the plural as the context requires.
- "GHV-97" shall mean the gross heating value for each delivery point as set out in the HV-97 Schedule attached to these general terms and conditions as adjusted in accordance with any Shipper election given to TransCanada prior to February 13, 1998.
- "GHV" shall mean gross heating value.
- "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 130 of the National Energy Board Act.
- "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.

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- “Linked FT Contract” or “Linked MFP Contract” shall mean the FT or MFP Contract(s) identified in Exhibit “B” of Shipper’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 Shippers 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;
 - 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.
- “Natural Gas Interchangeability Indices” shall have the meaning ascribed in section 5(iv).
- “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.
- “NEB” shall mean the National Energy Board or any regulatory or government authority hereafter having a similar jurisdiction in substitution therefor.
- “Shipper” shall mean a customer of transportation service.
- “Shipper’s Authorized Quantity” shall be as defined in subsection 1 of Section XXII.
- “Shipper’s Maximum Hourly Flow Rate” shall mean, on any Day, the maximum hourly rate of flow of Gas Shipper may receive at a delivery point or area and which shall be equal to the sum of:

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- a) 5% of the aggregate daily Contract Demand for all of Shipper's service pursuant to FT, FT-NR, STFT, STS, STS-L and MFP Contracts which specify delivery of gas to such delivery point or area (excluding deliveries pursuant to STS and STS-L Contracts that are on a best efforts basis) minus all Diversions under such Contracts on such Day; and
- b) 5% of the aggregate Shipper's Authorized Quantity for deliveries to such delivery point or area under all of Shipper's IT and ECR Contracts, STS Overrun, Diversions on such Day and deliveries which are on a best effort basis pursuant to STS and STS-L Contracts.
- "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.
 - "Title Transfer" shall mean the transfer of title to gas between two (2) Shippers at a Title Transfer Point.
 - "Title Transfer Point" shall be those points and areas where the quantity of gas allocated to each Shipper is established each day and is not subject to reallocation.
 - "TransCanada" shall mean "TransCanada PipeLines Limited" and its successors.
 - "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", "Interruptible Service Transportation Contract",

- "IT Contract", "Storage Transportation Service Contract", "STS Contract", "STS-L Contract", "Short Term Firm Transportation Service Contract", "STFT Contract", "Short Term Short Notice Service Contract", "ST-SN Contract", "Enhanced Capacity Release Service Contract", "ECR Contract", "Multi-Year Fixed Price Service Contract", "MFP 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 Shipper for service from the Union Dawn Receipt Point determined as follows:
 - (a) for service under FT, FT-NR, FT-SN and MFP Transportation Service Contracts, by multiplying the Union Dawn Receipt Point Monthly Demand Toll by Shipper's Contract Demand; provided however that if Shipper'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 Shipper'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 Shipper, and authorized by TransCanada pursuant to Section XXII hereof, Shipper shall deliver and TransCanada shall receive, at the receipt point set out in Shipper's Contract (the "receipt point"), the

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

- (b) If on any day Shipper fails to accept all or any portion of the gas delivered at the delivery point by TransCanada pursuant to the applicable Toll Schedule, TransCanada shall have the right to curtail further receipts of gas from Shipper at the receipt point in a quantity equal to that which Shipper failed to accept from TransCanada. If on any day Shipper requests service hereunder but fails, for whatever reason, to deliver gas to TransCanada at the receipt point, then TransCanada shall have the right to curtail further deliveries of gas to Shipper at the delivery point in a quantity equal to that which Shipper failed to deliver to TransCanada.
2. Shipper's Authorized Quantity shall, where applicable, be delivered on such day by Shipper to TransCanada at the receipt point or taken on such day by Shipper from TransCanada at the delivery point or area, as the case may be, at hourly rates of flow as nearly constant as possible; PROVIDED HOWEVER, that Shipper may not, without TransCanada's consent, take delivery of such gas at the delivery point or area at an hourly rate of flow in excess of the Shipper's Maximum Hourly Flow Rate.
3. Departures from scheduled daily deliveries due to the inability of TransCanada or Shipper 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 TransCanada at the receipt point TransCanada shall have the unqualified right to commingle such gas with other gas in TransCanada'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 NEB 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 NEB, 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 NEB, 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 or MFP Toll Schedule using a methodology approved by the NEB.

2. The tolls applicable to services provided pursuant to the Toll Schedules of TransCanada's Transportation Tariff are set out in the List of Tolls of TransCanada's Transportation Tariff as same may be amended from time to time upon approval of the NEB.

IV SHIPPER PROVISION OF FUEL REQUIREMENTS

1. Daily Operations

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

$$Q_f = Q_d \times FR\% / 100 + \sum (Q_{d_j} \times fr_j\% / 100) + \sum (Q_{d_{Dawn}} \times fr_{Dawn}\% / 100)$$

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 TransCanada's notice to Shipper 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;

"Qd" is the Shipper's Authorized Quantity;

"Qd_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 NEB (as set forth in the List of Tolls referred to in Section III hereof);

"Qd_{Dawn}" is the quantity to be transported by Shipper from the Union Dawn Receipt Point, for which a toll has been approved by the NEB (as set forth in the List of Tolls referred to in Section III hereof);

" $\sum (Qd_i \times fr_i\% / 100)$ " 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 Shipper's Authorized Quantity; and

" $\sum (Qd_{Dawn} \times fr_{Dawn}\% / 100)$ " is the sum of the fuel quantities required for the Union Dawn Receipt Point applicable to Shipper's Authorized Quantity.

- (b) TransCanada shall not be required to accept or deliver gas on any day if the appropriate Fuel Quantity has not been nominated by Shipper, or if TransCanada is unable to confirm that a quantity of gas equal to Shipper'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, Shipper shall also nominate the Fuel Quantity to be made available to TransCanada on

such day (the "fuel tender"). In the event TransCanada is not prepared to authorize Shipper's nomination or if TransCanada determines that Shipper's fuel tender is incorrect, TransCanada shall, by 14:00 hours CCT of the day immediately preceding the day for which service has been requested, advise Shipper to revise its fuel tender, and Shipper shall nominate such revised fuel tender by 15:00 hours CCT on such day. All fuel tenders shall be stated to the nearest one (1) GJ.

Shipper's fuel tender shall be determined by Shipper pursuant to the formula set out in subsection 1(a) hereof. On or before the twenty-fifth day of each month, TransCanada shall provide Shipper with written notice of the monthly fuel ratio to be applied during the next succeeding month. In the absence of any notice as aforesaid Shipper 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. TransCanada 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 TransCanada shall be 36.00 MJ/m³. The maximum Gross Heating Value of the gas to be received and delivered by TransCanada shall be 41.34 MJ/m³. TransCanada shall have the right to refuse to accept Shipper'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 TransCanada is below 36.00 MJ/m³ or above 41.34 MJ/m³ the Shipper 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 TransCanada from Shipper and to be delivered by TransCanada hereunder:
 - (a) Shall be commercially free (at prevailing pressure and temperature in TransCanada'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 TransCanada from Shipper or transported by TransCanada to Shipper 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 TransCanada 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:

<u>Compound</u>	<u>Mole %</u>
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

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 (10³ m³) 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 TransCanada from Shipper and delivered to Shipper 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 TransCanada 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 TransCanada to Shipper pursuant to any Contract

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into which these General Terms and Conditions are incorporated shall be on the outlet side of TransCanada's measuring stations located at or near the point or points of connection with the facilities of Shipper or Shipper'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 Shipper shall pay TransCanada at the end of such contract year, in addition to any amounts otherwise payable, an amount equal to:

$$\frac{(\text{3750 GJ minus "X"}) \text{ times "Y"}}{3750 \text{ GJ}}$$

Where "X" is the total quantity (expressed in GJ) actually delivered by TransCanada to all Shippers at such delivery point during such contract year; and

Where "Y" is 18% of TransCanada's actual original costs of installation of the delivery facilities at such delivery point.

VIII POSSESSION OF GAS

TransCanada 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, TransCanada 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 TransCanada at reasonable intervals, and if requested, in the presence of representatives of Shipper, but TransCanada 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 Shipper, shall be borne by Shipper 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 TransCanada and Shipper 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 Shipper's check measuring equipment, and
 - (c) comparison to deliveries under similar conditions when the meter was registering accurately.
4. **Preservation of Metering Records:** TransCanada and Shipper 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:** Shipper 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 TransCanada's measuring equipment. Any pressure or volume control regulators installed by Shipper shall be operated so as not to interfere with TransCanada'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, TransCanada and Shipper 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:** For all contracts in effect prior to the effective date of the NEB's Decision in the RH-2-95 proceeding, TransCanada shall render bills on or before the tenth (10th) day of each month for all transportation services provided by TransCanada within Canada ("Domestic Service") and on or before the fifteenth (15th) day of each month for all transportation services provided by TransCanada to any Export Delivery Point ("Export Service"). For gas taken by Shipper in excess of the total daily quantity authorized by TransCanada, TransCanada shall also render bills for charges made pursuant to Section XXII on or before the tenth (10th) day of each month, in respect of Domestic Service, and on or before the fifteenth (15th) day of each month, in respect of Export Service.

For all Export Service Contracts coming into effect after the effective date of the NEB's Decision in the RH-2-95 proceeding, including the renewal of any Export Service Contracts which existed prior to such date, the billing date shall be the tenth (10th) day of each month.

2. **Information:** Shipper hereby undertakes to provide TransCanada with all the information and material required by TransCanada to calculate and verify the quantity of gas actually received by TransCanada from Shipper, and the quality specifications and components thereof.

If such information is not received by TransCanada in sufficient time prior to TransCanada rendering bills to Shipper pursuant to this Section X, such bills shall be calculated based on TransCanada's best estimate of the quantity and quality of gas actually received by TransCanada from Shipper. 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:** For all contracts in effect prior to the effective date of the NEB's Decision in the RH-2-95 proceeding, Shipper shall pay to TransCanada, 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 TransCanada for deposit to the account of TransCanada so that TransCanada shall receive payment from Shipper on or before the twentieth (20th) day of each month for Domestic Service, and by the twenty-fifth (25th) day of each month for Export Service (the "Payment Date") provided by TransCanada to Shipper

pursuant to the applicable toll schedules and for any charges made pursuant to Section XXII herein during the preceding month and billed by TransCanada 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 TransCanada on Shipper's account or before the first (1st) Banking Day immediately prior to the Payment Date.

For all Export Service Contracts coming into effect after the effective date of the NEB's Decision in the RH-2-95 proceeding, including the renewal of any Export Service Contracts which existed prior to such date, the payment date shall be the twentieth (20th) day of each month; provided however, if the Payment Date is not a Banking Day, then payment must be received by TransCanada on Shipper's account on or before the first (1st) Banking Day immediately prior to the Payment Date.

2. **Remedies for Non-Payment: Notwithstanding Section XVII**, if Shipper fails to pay the full amount of any bill when payment is due, TransCanada may upon four (4) Banking Days written notice immediately suspend any or all service being or to be provided to Shipper provided however that such suspension shall not relieve Shipper from any obligation to pay any rate, toll, charge or other amount payable to TransCanada. If at any time during such suspension Shipper pays the full amount payable to TransCanada, TransCanada shall within two (2) Banking Days recommence such suspended service.

Notwithstanding Section XVII following suspension, TransCanada may, in addition to any other remedy that may be available to it, upon four (4) Banking Days written notice to Shipper immediately:

- (a) terminate any or all service being or to be provided to Shipper; and
- (b) declare any and all amounts payable now or in the future by Shipper to TransCanada for any and all service to be immediately due and payable as liquidated damages and not as a penalty.

In the event Shipper disputes any part of a bill, Shipper shall nevertheless pay to TransCanada the full amount of the bill when payment is due.

- If Shipper 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 Shipper has been overcharged or undercharged in any form whatsoever under the provisions of the Contract and Shipper shall have actually paid the bills containing such overcharge or undercharge, then within thirty (30) days after the final determination thereof, TransCanada shall refund the amount of any such overcharge with 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 TransCanada to Shipper, then the date of the refund shall be the date upon which the invoice reflecting such credit was rendered to Shipper by TransCanada. Shipper shall pay the amount of any such undercharge, but without interest. Adjustments to the amount billed in any statement rendered by TransCanada 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 Shipper 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 Shipper is responsible for such delay.

XII DELIVERY PRESSURE

Subject to the provisions set out in subsections a) and b) below, TransCanada shall deliver gas to Shipper at TransCanada'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 Shipper at a delivery point or an agreed upon grouping of delivery points, exceeds the Shipper's Maximum Hourly Flow Rate without the prior consent of TransCanada, and the delivery pressure to Shipper falls below the delivery pressure agreed to in the Contract, despite reasonable preventative measures undertaken by TransCanada, then TransCanada shall, for the period of such excess deliveries, be relieved of its contractual obligation to such Shipper 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 Shipper's Contract include that point on TransCanada's system which is immediately east of the Alberta/Saskatchewan border ("Empress"), then Shipper agrees to cause NOVA Gas Transmission Ltd. (hereinafter called "NGTL") to design and construct sufficient facilities to allow Shipper's Authorized Quantity to be delivered to TransCanada at Empress at a gauge pressure of 4137 kPa or any greater pressure which may from time to time be specified by TransCanada for all gas to be delivered into TransCanada's system at Empress and to cause NGTL to deliver Shipper's Authorized Quantity to TransCanada 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, Shipper shall do or cause others to do all that is required to allow Shipper's Authorized Quantity to be delivered to TransCanada at a pressure no less than that

prevailing in TransCanada's pipeline at such receipt point at the time of delivery and no greater than the maximum allowable operating pressure of TransCanada's pipeline at such point.

XIII WARRANTY OF TITLE TO GAS

Shipper warrants that it owns or controls, has the right to:

1. deliver or have delivered, the gas that is delivered to TransCanada under the Contract;
2. transfer the gas pursuant to Section XXIV of these General Terms and Conditions.

Shipper shall indemnify and hold harmless TransCanada 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 TransCanada under the Contract or transferred pursuant to Section XXIV of these General Terms and Conditions.

XIV FORCE MAJEURE

In the event of either Shipper or TransCanada 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 notice and full particulars of such force majeure in writing or by telegraph 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 TransCanada'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, TransCanada 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, TransCanada shall curtail delivery of gas to Shipper in accordance with Section XV hereof.

XV IMPAIRED DELIVERIES

On each day TransCanada shall determine in respect of all Contracts:

- (i) the total quantities which all Shippers have requested to be delivered on that day, and
- (ii) its available system capacity, including the maximum transportation on TransCanada's behalf under agreements that it has with Great Lakes Gas Transmission Limited Partnership, Union Gas Limited and Trans Québec and Maritimes Pipeline Inc.

If due to any cause whatsoever TransCanada is unable on any day to deliver the quantities of gas Shippers would have received if such disability did not exist, then TransCanada shall order curtailment by all Shippers affected thereby in the following manner to the extent necessary to remove the effect of the disability.

If TransCanada estimates that, notwithstanding its then inability to deliver, it nevertheless will be able to meet its total minimum obligations to deliver under all Contracts TransCanada 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. Therefore when STS Overrun is tolled at an equal or higher price than IT, then the priority of STS Overrun is higher; when the STS Overrun Toll is at a lower price than IT, then the priority of STS Overrun is lower.

(b) Second under any gas storage program of TransCanada.

(c) Third under:

Alternate Receipts made pursuant to FT, FT-SN, FT-NR, or MFP Contracts or Diversions made pursuant to FT, FT-SN, FT-NR, or MFP 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 TransCanada's integrated pipeline system (including those notional segments comprised of TransCanada's maximum transportation entitlements under transportation agreements that it has with Great Lakes Gas Transmission, L.P., Union Gas Limited and Trans Québec and Maritimes Pipeline Inc.) 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, been received at the receipt point and delivered at the delivery point(s) or delivery area specified in the FT, FT-SN, FT-NR, or MFP Contract. Solely for the purpose of making the aforesaid determination, TransCanada may, for certain quantities, treat the point of interconnection between TransCanada's system and the system of Union Gas Limited 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 TransCanada's integrated system from Kirkwall to Niagara Falls.

(d) Fourth, 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 and MFP Contracts (other than 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 or a Diversion 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, and MFP Contracts not already curtailed pursuant to subsection, (c) above in amounts to be delivered pursuant to such Alternate Receipt and/or Diversion.

(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 STS Contracts, the Daily Injection Quantity or the Daily Withdrawal Quantity, as the case may be;
- (F) under STS-L Contracts, the Daily Contract Injection Quantity and the Daily Contract Withdrawal Quantity;
- (G) under STFT Contracts, the Maximum Daily Quantity;
- (H) under ST-SN Contracts, the Maximum Daily Quantity; and
- (I) under SNB Contracts, the Contract Quantity.

XVI DETERMINATION OF DAILY DELIVERIES

1. A Shipper 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 Shipper's Authorized Quantity under the applicable contract and/or toll schedule

in accordance with such agreement as may exist between TransCanada and the downstream operator(s). Absent such agreement, shipper shall be deemed to have taken delivery of Shipper's Authorized Quantities sequentially as follows:

- (a) FT and MFP Contracts
- (b) FT-SN Contract
- (c) FT-NR Contract
- (d) STFT and ST-SN Contracts
- (e) STS and STS-L Contracts
- (f) IT Contract, Delivery Quantity

XVII DEFAULT AND TERMINATION

Subject to the provisions of Section XI, Section XIV, Section XV and Section XXIII of these General Terms and Conditions, if either TransCanada or Shipper 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 TransCanada 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 Shipper 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 TransCanada or Shipper 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

TransCanada's delivery areas for purposes of determining the Contract Demand applicable to the points of delivery of TransCanada's pipeline system are as follows:

Saskatchewan Southern Delivery Area or SSDA

extends from a point on TransCanada's main pipeline at the Alberta- Saskatchewan border near Empress, Alberta to a point on TransCanada's main pipeline at the Saskatchewan-Manitoba border.

Manitoba Delivery Area or MDA

extends from a point on TransCanada's main pipeline at the Saskatchewan-Manitoba border to a point on TransCanada's pipeline at the Manitoba-Ontario border to a point on TransCanada's pipeline at the International Border near Emerson, Manitoba.

Western Delivery Area or WDA

extends from a point on TransCanada's pipeline at the Manitoba- Ontario border to a point on TransCanada's pipeline 24.99 kilometres east of TransCanada's Station 80 near Geraldton, Ontario.

Northern Delivery Area or NDA

extends from a point on TransCanada's pipeline 24.99 kilometres east of TransCanada's Station 80 near Geraldton, Ontario to a point on TransCanada's pipeline 23.09 kilometres south and east respectively of TransCanada's Station 116 near North Bay, Ontario.

Sault Ste. Marie Delivery Area or SSMDA

any point on TransCanada's Sault Ste. Marie pipeline.

North Central Delivery Area or NCDA

extends from a point on TransCanada's pipeline 23.09 kilometres south of TransCanada's Station 116 near North Bay Ontario, to a point on TransCanada's pipeline 0.50 kilometres south of TransCanada's Station 127 near Barrie Ontario, provided that points of delivery to the Enbridge Gas Distribution Inc. Gas 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 TransCanada's pipeline 0.50 kilometres south of TransCanada's Station 127 near Barrie Ontario to a point on TransCanada's pipeline at the International Border near Niagara Falls, Ontario and to a point on TransCanada's pipeline 24.99 kilometres east of TransCanada's Station 134 near Bowmanville, Ontario.

Southwestern Delivery Area or SWDA

any point on TransCanada's St. Clair to Dawn pipeline.

Eastern Delivery Area or EDA

extends from a point on TransCanada's pipeline 24.99 kilometres east of TransCanada's Station 134 near Bowmanville, Ontario and from a point on TransCanada's North Bay Shortcut 23.09 kilometres east of TransCanada's Station 116 near North Bay, Ontario to a point on TransCanada'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 TransCanada's Toll Schedules, Contracts and transportation service contracts.

2. These General Terms and Conditions are subject to the provisions of the National Energy Board Act or any other legislation passed in amendment thereto or substitution therefor.

XXII NOMINATIONS AND UNAUTHORIZED QUANTITIES

1. Nominations

For service required on any day under each of Shipper's transportation contracts (for the purposes of this Section XXII the "said Contract"), Shipper shall provide TransCanada with a nomination of the quantity of gas, expressed in GJ, it desires TransCanada to deliver at the delivery point ("Shipper's nomination") or Title Transfer pursuant to Section XXIV of these General Terms and Conditions. Unless otherwise provided under the applicable Toll Schedule or as outlined under this section in the Schedule of Nomination Times below, such nominations are to be provided in writing or EDI format, or by other electronic means, so as to be received by TransCanada's Gas Control Department in Calgary on or before 12:00 hours CCT on the day immediately preceding the day for which service is requested. Subject to the provisions of the applicable toll schedules and Sections XIV and XV of these General Terms and Conditions, TransCanada shall determine whether or not all or any portion of Shipper's nomination will be accepted.

In the event TransCanada determines that it will not accept such nomination, TransCanada shall advise Shipper, (on or before 14:00 hours CCT on the day immediately preceding the day for which service is requested), of the reduced quantity of gas, (if any) (the "quantity available") that TransCanada is prepared to deliver under the said Contract. Forthwith after receiving such advice from TransCanada but no later than 1 hour after receiving such notice on such day, Shipper shall provide a revised nomination to TransCanada 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 Shipper's nomination or revised nomination, which TransCanada shall accept for delivery shall be known as "Shipper's Authorized Quantity" which authorized quantity shall be limited, for firm services, to Shipper's Contract Demand and, for other services, to such quantity permitted by the provisions of the Contract.

Schedule of Nomination Times (CCT)

Gas Day Time	Class of Service *	Effective 0900 Hours Next Gas Day
12:00	All Services	Faxed, EBB & EDI (EBB & EDI commencing on October 1, 1997)

** Effective October 1, 1997 nominations for service must be received by TransCanada through its electronic bulletin board or EDI at the time specified pursuant to Section XXII of the General Terms and Conditions. TransCanada shall not accept nominations by fax unless TransCanada's electronic bulletin board 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 TransCanada via fax or by other electronic means as determined from time to time by TransCanada.

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 TransCanada determines has been received during any time period under all transportation service contracts with a Shipper; and
 - (ii) for any delivery point or delivery area, means the total quantity of gas which TransCanada determines has been delivered during any time period under all transportation service contracts with a Shipper.

- (b) "Total Authorized Quantity" or "TAQ" for any day:
 - (i) for any receipt point, means the sum of the Shipper's Authorized Quantities under all transportation service contracts at that receipt point.

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- (ii) for any delivery point or delivery area, means the sum of the Shipper's Authorized Quantities under all transportation service contracts at a delivery point or for that delivery area.
- (c) "Daily Variance" for a Shipper 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 Shipper 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 Shipper at any delivery point, delivery area or receipt point.

3. **Emergency Operating Conditions**

(a) EOC Definition

"Emergency Operating Conditions" ("EOC") means that TransCanada 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 Shipper variances during periods of extreme weather changes, and/or supply, market, pipeline interruptions, and TransCanada issues an EOC notice pursuant to subsection 3(b).

(b) EOC Notices

If TransCanada determines an EOC exists, TransCanada shall issue notice to all Shippers via High Priority Bulletin on its electronic bulletin board setting out the following information related to the EOC:

- i) EOC effective time, and
- ii) anticipated duration of the EOC, and

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- iii) delivery points and delivery areas where EOC is in effect

In addition to such notice, TransCanada will use reasonable efforts to contact by phone those Shippers directly impacted by the EOC.

- (c) EOC Effective Times

If TransCanada issues notice of EOC prior to 13:00 Central Clock Time (CCT), then the EOC takes effect on that day. If TransCanada 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 Shipper 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

- (a) Quantity for each Tier equals that portion of the Daily Variance which is greater than the Minimum Quantity and less than the Maximum Quantity.
- (b) 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 Shipper's Total Authorized Quantity is less than Shipper's Total Allocated Quantity, and
 - (iii) EOC Pack Fee for days and locations where EOC are in effect and where Shipper's Total Authorized Quantity is greater than Shipper's Total Allocated Quantity.
- (c) No Daily Balancing Fee is payable on the portion of a Daily Variance which is less than 75 GJ.
- (d) The Daily Balancing Fee is added to the bill for the month in which the day is included.

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- (e) "Index" means the highest price of gas on the day among all receipt and delivery points on the TransCanada pipeline system as published by Platts Gas Daily or such other recognized industry publication.

5. Cumulative Balancing Fee

On each day Shipper 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,

GENERAL TERMS and CONDITIONS

- (ii) EOC Draft Fee for days and locations where EOC are in effect and where Shipper's accumulated Total Authorized Quantity is less than Shipper's accumulated Total Allocated Quantity, and
 - (iii) EOC Pack Fee for days and locations where EOC are in effect and where Shipper's accumulated Total Authorized Quantity is greater than Shipper'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 4 of Section XXII, and an additional Cumulative Balancing Fee is payable on each day where there is an Absolute Cumulative Variance.

6. Payback Provisions

- (a) Shippers may reduce Cumulative Variances through nomination of "Payback Quantities" which shall be nominated and authorized in accordance with these General Terms and Conditions.

TransCanada is not obligated to provide additional transportation capacity to deliver Payback Quantities.

- (b) If, on any day, a Shipper nominates a Payback Quantity under subsection (d), and TransCanada is unable to deliver or receive a quantity ("Minimum Payback Quantity") equal to the lesser of:
 - (i) Shipper'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 Shipper 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 TransCanada was able to deliver or receive.

The relief from Cumulative Balancing Fees shall apply for each day until TransCanada delivers or receives the Payback Relief Quantity. No Payback Relief will be granted as a result of TransCanada not authorizing a transportation service.

- (c) If TransCanada determines, in its sole discretion, that its ability to meet firm obligations is at risk due to Shipper variances, and after curtailment of all discretionary transportation services that are hindering TransCanada's ability to meet its firm obligations, TransCanada may, without further notice, adjust Shipper's nominations for any day in order to reduce Shipper's Cumulative Variance to zero.

7. **Obligation to Balance Accounts**

Payments of balancing fees under this Section XXII do not give Shipper 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 TransCanada.

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, TransCanada shall advise Shipper in writing of all cumulative energy imbalances attributed to Shipper 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;

GENERAL TERMS and CONDITIONS

- (ii) the cumulative energy imbalance reported to Shipper shall be aggregated at each applicable location from all of Shipper's Contracts, nomination groups and other applicable accounts;
- (iii) on or before the 3rd last Day of each month, Shipper may reduce the cumulative energy imbalances reported by TransCanada.
- (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 Shipper and TransCanada, 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 TransCanada and verbally communicated to Shipper on the 2nd last Day of each month. Shipper shall nominate the Daily Imbalance Recovery on each Day of the Recovery Period as an "Imbalance Payback" under the Shipper account (nomination group) with the largest energy imbalance as determined by TransCanada based on the most recent monthly statements available.

- (vi) in nominating the Daily Imbalance Recovery, Shipper will ensure that all nominations remain in balance. Any nomination received from Shipper which does not include the required Daily Imbalance Recovery will, at TransCanada's sole discretion, be either rejected or forced to balance by TransCanada. TransCanada is authorized to curtail Shipper'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 Shipper shall be entitled to an energy imbalance of up to 5 GJ provided however, Shipper's cumulative energy imbalance at any time shall not exceed 50 GJ;
 - (ii) Shipper 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:** TransCanada may request that Shipper (or any assignee) at any time from time to time prior to and during service, provide TransCanada with an irrevocable letter of credit or other assurance acceptable to TransCanada, in form and substance satisfactory to TransCanada and in an amount determined in accordance with subsection XXIII(3) hereof (the "Financial Assurance").

2. **Failure to Provide Financial Assurance:** TransCanada may withhold the provision of new service until TransCanada has received a requested Financial Assurance.

Notwithstanding Section XVII, if Shipper fails to provide a requested Financial Assurance to TransCanada within four (4) Banking Days of TransCanada's request, TransCanada may upon four (4) Banking Days written notice immediately suspend any or all service being or to be provided to Shipper provided however that any such suspension shall not relieve Shipper from any obligation to pay any rate, toll, charge or other amount payable to TransCanada. If at any time during such suspension Shipper provides such Financial Assurance to TransCanada, TransCanada shall within two (2) Banking Days recommence such suspended service.

Notwithstanding Section XVII, if Shipper fails to provide such Financial Assurance during such suspension, TransCanada may, in addition to any other remedy that may be available to it, upon four (4) Banking Days written notice to shipper immediately:

- a) Terminate any or all service being or to be provided to Shipper; and
- b) Declare any and all amounts payable now or in the future by Shipper to TransCanada for any and all service to be immediately due and payable as liquidated damages and not as a penalty.

Any notice provided by TransCanada to Shipper to withhold, suspend or terminate service pursuant to **sub-Section XXIII(2) hereof** shall be filed concurrently with the NEB.

3. **Amount of Financial Assurance:** The maximum amount of Financial Assurance TransCanada may request from a Shipper (or assignee) shall be as determined by TransCanada an amount equal to:

- a) for the provision of all gas transportation and related services, other than such services referred to in **sub-Section XXIII(3)(b)**, the aggregate of all rates, tolls, charges or other amounts payable to TransCanada 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 Shipper; and
- b) for the provision of any gas transportation and related services where TransCanada determines it must construct facilities and Shipper has executed the Financial Assurances Agreement defined in Section 4.4(c)(ii) of the Transportation Access Procedure, the aggregate of all rates, tolls, charges or other amounts payable to TransCanada 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 Shipper's right to request the NEB to issue an order, under sub-section 71(2) of the National Energy Board Act, requiring TransCanada to receive, transport and deliver gas offered by Shipper for transmission, or to grant such other relief as Shipper may request under the circumstances, notwithstanding Shipper's default under this Section XXIII.

XXIV TITLE TRANSFERS

Shippers may request and TransCanada shall authorize Title Transfers subject to the following:

- a. TransCanada receives a nomination satisfactory to TransCanada from each Shipper that is a party to a Title Transfer;
- b. If TransCanada determines at any time that any title transfer account of a Shipper is out of balance, TransCanada may, without notice to the title transfer account holder, curtail transfers up to such amounts as TransCanada deems necessary to bring all affected title transfer accounts into balance. In so doing, TransCanada shall have no liability whatsoever to Shipper or any third party claiming through Shipper 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

TransCanada's and Shipper'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 TransCanada or Shipper be liable for loss of profits, consequential, incidental, punitive, or indirect damages, in tort, contract or otherwise.

GENERAL TERMS and CONDITIONS

HV-97 SCHEDULE

GENERAL TERMS and CONDITIONS

Area	Heating Value MJ/m3
CHIPPAWA	37.77
CORNWALL	37.69
EMERSON 1	37.68
EMERSON 2	37.68
EMPRESS	37.73
IROQUOIS-EXP.	37.68
NAPIERVILLE	37.68
NIAGARA FALLS	37.75
PARKWAY ENBRIDGE	37.69
PARKWAY UNION	37.68
PHILIPSBURG	37.68
ST-LAZARE	37.69
SABREVOIS	37.69
SPRUCE	37.68
ST. CLAIR	37.72
NCCA, UNION GAS LIMITED	37.69
CDA, ENBRIDGE GAS DISTRIBUTION INC.	37.69
CDA, UNION GAS LIMITED	37.68
EDA, UNION GAS LIMITED	37.68
EDA, GAZ METROPOLITAIN & CO. L.P.	37.69
EDA, KINGSTON PUBLIC UTILITIES COMM	37.68
EDA, ENBRIDGE GAS DISTRIBUTION INC.	37.69
MDA, CENTRA GAS MANITOBA INC	37.68
MDA, CENTRA TRANSMISSION HOLDINGS	37.68
MDA, GLADSTONE AUSTIN	37.68
NDA, UNION GAS LIMITED	37.68
NDA, GAZ METROPOLITAIN & CO. L.P.	37.68
NDA, TRANSCANADA POWER, L.P.	37.68
SSDA, CENTRA GAS MANITOBA INC	37.67
SSDA, TRANSGAS LTD.	37.66
SSMDA UNION GAS LIMITED.	37.71
SWDA, ENBRIDGE GAS DISTRIBUTION INC	37.68
SWDA, UNION GAS LIMITED	37.71
WDA, UNION GAS LIMITED	37.68
WDA, TRANSCANADA POWER, L.P.	37.67

STORAGE TRANSPORTATION SERVICE CONTRACT

THIS CONTRACT FOR STORAGE TRANSPORTATION SERVICE, made as of the _____ day of _____ 20__.

BETWEEN:

TRANSCANADA PIPELINES LIMITED
a Canadian corporation
("TransCanada")

OF THE FIRST PART

and

("Shipper")

OF THE SECOND PART

WITNESSES THAT:

WHEREAS TransCanada owns and operates a natural gas pipeline system extending from a point near the Alberta/Saskatchewan border where TransCanada'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 TransCanada provides firm transportation service to Shipper 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 TransCanada contract identifier _____ (the "FT Contract" or "MFP Contract"); and

WHEREAS Shipper has entered into storage arrangements for the storage of gas; and

WHEREAS Shipper has entered into transportation arrangements with _____, other Transporter, whereby other Transporter will accept gas delivered on Shipper's behalf by TransCanada at the Storage Injection Point(s) for transportation to storage and other Transporter will deliver gas to TransCanada from storage at the Storage Withdrawal Point on Shipper'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 TransCanada to Shipper 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 TransCanada on Shipper'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 TransCanada on Shipper's behalf is the Storage Withdrawal Point as set out in Exhibit "A" of this STS Contract.

ARTICLE IV - TOLLS

4.1 Shipper shall pay for all transportation service hereunder from the Date of Commencement in accordance with TransCanada's Storage Transportation Service Toll Schedule (the "STS Toll Schedule"), List of Tolls, and General Terms and Conditions set out in TransCanada's Transportation Tariff as same may be amended or approved from time to time by the NEB.

4.2 Shipper's obligation to pay for service hereunder shall continue throughout the term of this Contract notwithstanding that Shipper's right to store gas may have been suspended, terminated, or is otherwise not available to Shipper.

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 TRANSCANADA: TransCanada PipeLines Limited

- (i) mailing address: P.O. Box 1000
Station M
Calgary, Alberta
T2P 4K5
- (ii) delivery address: TransCanada Tower
450 – 1st Street S.W.
Calgary, Alberta
T2P 5H1

Attention: Director, Customer Service
Telecopy: _____
- (iii) nominations: Attention: Manager, Nominations & Allocations
Telecopy: _____
- (iv) bills: Attention: Manager, Contracts & Billing
Telecopy: _____
- (v) other matters: Attention: Director, Customer Service
Telecopy: _____

IN THE CASE OF SHIPPER:

- (i) mailing address: _____

- (ii) delivery address: _____

- (iii) nominations: Attention: _____
Telecopy: _____
- (iv) bills: Attention: _____
Telecopy: _____
E-mail address: _____
- (v) other matters: Attention: _____
Telecopy: _____

Notice may be given by telecopier or other telecommunication device 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, telecopier or other telecommunication service 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, telecopier or other telecommunication, 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 STS Toll Schedule, the List of Tolls, and the General Terms and Conditions set out in TransCanada's Transportation Tariff as amended or approved from time to time by the NEB 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. TransCanada shall notify Shipper at any time that TransCanada files with the NEB revisions to the General Terms and Conditions, the List of Tolls, and/or the STS Toll Schedule (the "Revisions") and shall provide Shipper 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.

TRANSCANADA PIPELINES LIMITED

per _____
per _____

.....

per _____
per _____

EXHIBIT "A"

This is EXHIBIT "A" to the CONTRACT for STORAGE TRANSPORTATION SERVICE, made as of the _____ day of _____, 20__, between TRANSCANADA PIPELINES LIMITED ("TransCanada") and _____.

The storage injection point(s) hereunder is the point of interconnection between the pipeline facilities of TransCanada 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 TransCanada and _____ which is located at: _____ (the "Storage Withdrawal Point").

The market point hereunder is the point of interconnection between pipeline facilities of TransCanada 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 Shipper desires from time to time to have quantities of gas, otherwise deliverable under Shipper'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 Shipper 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 TransCanada, and to have TransCanada transport such quantities from the Storage Withdrawal Point for delivery to Shipper at the Market Point on a firm basis, in order to enable Shipper 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 TransCanada 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 TransCanada and/or other parties requiring same of the authorizations from the National Energy Board ("NEB") and/or other agencies having jurisdiction needed to obtain the Necessary Capacity. TransCanada shall use reasonable efforts to provide Shipper with ten (10) days advance Notice of the anticipated availability of the Necessary Capacity (the "Advance Notice"). TransCanada shall give Shipper Notice of the actual date of availability of the Necessary Capacity ("TransCanada'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 Shipper first nominates and TransCanada authorizes service hereunder;
- or
- (b) the tenth (10th) day following the day on which Shipper received TransCanada's Notice;

PROVIDED that Shipper shall not be obligated to a Date of Commencement which is earlier than _____, _____.

Insert C

2.1 On any day TransCanada agrees to deliver a quantity of gas (the "Daily Injection Quantity") as requested by Shipper to the Storage Injection Point(s) on a firm basis, in accordance with sub-Section 2.2(c) of the STS Toll Schedule; PROVIDED that TransCanada is obligated to deliver only such quantity as other Transporter will accept on Shipper'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, TransCanada agrees, in accordance with the provisions of sub-Section 2.2(c) of the STS Toll

Schedule, to accept at the Storage Withdrawal Point, and transport and deliver to Shipper at the Market Point quantities of gas (the "Daily Withdrawal Quantity"); PROVIDED that TransCanada 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 Shipper 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 Shipper'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 Shipper 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 TransCanada, and to have TransCanada transport such quantities from the Storage Withdrawal Point for delivery to Shipper at the Market Point on a firm basis, in order to enable Shipper 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 TransCanada 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 TransCanada and/or other parties requiring some of the authorizations from the National Energy Board ("NEB") and/or other agencies having jurisdiction needed to obtain the Necessary Capacity. TransCanada shall use reasonable efforts to provide Shipper with ten (10) days advance Notice of the anticipated availability of the Necessary Capacity (the "Advance Notice"). TransCanada shall give Shipper Notice of the actual date of availability of the Necessary Capacity ("TransCanada'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 Shipper first nominates and TransCanada authorizes service hereunder;
- or
- (b) the tenth (10th) day following the day on which Shipper received TransCanada's Notice;

PROVIDED that Shipper 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, TransCanada agrees to deliver a quantity of gas (the "Daily Injection Quantity") as requested by Shipper to the Storage Injection Point(s), in accordance with sub-Section 2.2(c) of the STS Toll Schedule; PROVIDED that TransCanada is obligated to deliver only such quantity as other Transporter will accept on Shipper's behalf on such day; and PROVIDED that TransCanada 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 TransCanada agrees, in accordance with the provisions of sub-Section 2.2(c) of the STS Toll Schedule, to accept at the Storage Withdrawal Point, transport and deliver to Shipper 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 Shipper desires from time to time to have quantities of gas, otherwise deliverable under Shipper'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 Shipper 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 TransCanada, and to have TransCanada transport such quantities from the Storage Withdrawal Point for delivery to Shipper at the Market Point on a firm basis, in order to enable Shipper to better meet the needs of its markets; and

WHEREAS Shipper has satisfied in full, or TransCanada has waived, each of the conditions precedent set out in sub-Section 1.1 of TransCanada'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 TransCanada agrees to deliver a quantity of gas (the "Daily Injection Quantity") as requested by Shipper to the Storage Injection Point(s) on a firm basis, in accordance with sub-Section 2.2(c) of the STS Toll Schedule; PROVIDED that TransCanada is obligated to deliver only such quantity as other Transporter will accept on Shipper'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, TransCanada agrees, in accordance with the provisions of sub-Section 2.2(c) of the STS Toll Schedule, to accept at the Storage Withdrawal Point, transport and deliver to Shipper at the Market Point quantities of gas (the "Daily Withdrawal Quantity"); PROVIDED that TransCanada 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 Shipper 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 Shipper'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 Shipper 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 TransCanada, and to have TransCanada transport such quantities from the Storage Withdrawal Point for delivery to Shipper at the Market Point on a firm basis, in order to enable Shipper to better meet the needs of its markets; and

WHEREAS Shipper has satisfied in full, or TransCanada has waived, each of the conditions precedent set out in sub-Section 1.1 of TransCanada'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, TransCanada agrees to deliver a quantity of gas (the "Daily Injection Quantity") as requested by Shipper to the Storage Injection Point(s), in accordance with sub-Section 2.2(c) of the STS Toll Schedule; PROVIDED that TransCanada is obligated to deliver only such quantity as other Transporter will accept on Shipper's behalf on such day, and PROVIDED that TransCanada 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 TransCanada agrees, in accordance with the provisions of sub-Section 2.2(c) of the STS Toll Schedule, to accept at the Storage Withdrawal Point, transport and deliver to Shipper 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
("TransCanada")

OF THE FIRST PART

and

("Shipper")

OF THE SECOND PART

WITNESSES THAT:

WHEREAS TransCanada owns and operates a natural gas pipeline system extending from a point near the Alberta/Saskatchewan border where TransCanada'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 TransCanada 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 Shipper has entered into storage arrangements for the storage of gas; and

WHEREAS Shipper has entered into transportation arrangements with _____, other Transporter, whereby other Transporter will accept gas delivered on Shipper's behalf by TransCanada at the Storage Injection Point(s) for transportation to storage, and other Transporter will deliver gas to TransCanada from storage at Storage Withdrawal Point on Shipper'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 TransCanada to Shipper is the Market Point specified in Exhibit "A". The point at which the gas is to be delivered by TransCanada on Shipper'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 Shipper shall pay for all transportation service hereunder from the Date of Commencement in accordance with TransCanada's the STS-L Toll Schedule, List of Tolls, and General Terms and Conditions set out in TransCanada's Transportation Tariff as same may be amended or approved from time to time by the NEB.

4.2 Shipper's obligation to pay for service hereunder shall continue throughout the term of this Contract notwithstanding that Shipper's right to store gas may have been suspended, terminated, or is otherwise not available to Shipper.

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 TRANSCANADA: TransCanada PipeLines Limited

(i) mailing address: P.O. Box 1000
Station M
Calgary, Alberta
T2P 4K5

(ii) delivery address: TransCanada Tower
450 – 1st Street S.W.
Calgary, Alberta
T2P 5H1

Attention: Director, Customer Service
Telecopy: _____

(iii) nominations: Attention: Manager, Nominations & Allocations
Telecopy: _____

(iv) bills: Attention: Manager, Contracts & Billing
Telecopy: _____

(v) other matters: Attention: Director, Customer Service
Telecopy: _____

IN THE CASE OF SHIPPER:

(i) mailing address: _____

(ii) delivery address: _____

(iii) nominations: Attention: _____
Telecopy: _____

(iv) bills: Attention: _____
Telecopy: _____
E-mail address: _____

(v) other matters: Attention: _____
Telecopy: _____

Notice may be given by telecopier or other telecommunication device 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, telecopier or other telecommunication service 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, telecopier or other telecommunication, 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 STS-L Toll Schedule, the List of Tolls, and the General Terms and Conditions set out in TransCanada's Transportation Tariff as amended or approved from time to time by the NEB 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. TransCanada shall notify Shipper at any time that TransCanada files with the NEB revisions to the General Terms and Conditions, the List of Tolls, and/or the STS-L Toll Schedule (the "Revisions") and shall provide Shipper 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.

TRANSCANADA PIPELINES LIMITED

per _____
per _____

.....

per _____
per _____

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 ("TransCanada") and _____.

The storage injection point(s) hereunder is(are) the point(s) of interconnection between the pipeline facilities of TransCanada and _____ which is located at: _____(the "Storage Injection Point").

The storage withdrawal point hereunder is the point of interconnection between the pipeline facilities of TransCanada and _____ which is located at: _____(the "Storage Withdrawal Point").

The market point hereunder is the point of interconnection between the pipeline facilities of TransCanada 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 ("TransCanada") and _____.

The Linked FT or MFP Contract(s) to this STS-L Contract are as follows:

The FT or MFP Contract, dated _____ between TransCanada and FT or MFP Shipper _____ identified by the TransCanada contract identifier as _____.

The FT or MFP Shipper and the STS-L Shipper each hereby agrees and acknowledges that during the period between the first Day of ____ 20__ until the last Day of _____ 20__, (the "Linked Term") TransCanada shall be entitled to use all Contract Demand under the Linked FT or MFP Contract for the purpose of determining the STS-L Shipper's Daily Operational Injection Quantity.

FT or MFP Shipper hereby agrees and acknowledges that if the STS-L Shipper 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 Shipper

per: _____

per: _____

per: _____

per: _____

FT or MFP Shipper

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 Shipper 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 Shipper proposes during each period from November 1 to April 15 (the "Winter Period") during the term hereof to have TransCanada transport quantities of gas from the Storage Withdrawal Point for delivery to Shipper 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 TransCanada 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 TransCanada and/or other parties requiring same of the authorizations from the National Energy Board ("NEB") and/or other agencies having jurisdiction needed to obtain the Necessary Capacity. TransCanada shall use reasonable efforts to provide Shipper with ten (10) days advance Notice of the anticipated availability of the Necessary Capacity (the "Advance Notice"). TransCanada shall give Shipper Notice of the actual date of availability of the Necessary Capacity ("TransCanada'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 Shipper first nominates and TransCanada authorizes service hereunder;
- or

(b) the tenth (10th) day following the day on which Shipper received TransCanada's Notice;

PROVIDED that Shipper shall not be obligated to a Date of Commencement which is earlier than _____, _____.

Insert C

2.1 On any day TransCanada agrees to deliver the Daily Operational Injection Quantity as requested by Shipper from the Market Point to the Storage Injection Points on a firm basis; PROVIDED that TransCanada 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, TransCanada agrees to transport and deliver up to the Daily Contract Withdrawal Quantity as requested by Shipper from the Storage Withdrawal Point to the Market Point.; PROVIDED that TransCanada 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 UpstreamFrom Storage - Precedent Agreement Signed

Insert A

WHEREAS the Market Point is located upstream of the Storage Withdrawal Point; and

WHEREAS Shipper 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 Shipper proposes from time to time during the term hereof to have TransCanada 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 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 TransCanada 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 TransCanada and/or other parties requiring same of the authorizations from the National Energy Board ("NEB") and/or other agencies having jurisdiction needed to obtain the Necessary Capacity. TransCanada shall use reasonable efforts to provide Shipper with ten (10) days advance Notice of the anticipated availability of the Necessary Capacity (the "Advance Notice"). TransCanada shall give Shipper Notice of the actual date of availability of the Necessary Capacity ("TransCanada'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 Shipper first nominates and TransCanada authorizes service hereunder; or
- (b) the tenth (10th) day following the day on which Shipper received TransCanada's Notice;

PROVIDED that Shipper 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, TransCanada agrees to deliver the Daily Operational Injection Quantity as requested by Shipper from the Market Point to the Storage Injection Point(s); PROVIDED that TransCanada 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 TransCanada agrees to transport and deliver up to the Daily Contract Withdrawal Quantity as requested by Shipper from the Storage Withdrawal Point to the

Market Point; on a firm basis PROVIDED that TransCanada 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 DownstreamFrom Storage - No Precedent Agreement

Insert A

WHEREAS the Market Point is located downstream of the Storage Withdrawal Point; and

WHEREAS Shipper 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 Shipper proposes during each period from November 1 to April 15 (the "Winter Period") during the term hereof to have TransCanada transport quantities of gas from the Storage Withdrawal Point for delivery to Shipper at the Market Point on a firm basis; and

WHEREAS Shipper has satisfied in full, or TransCanada has waived, each of the conditions precedent set out in sub-Section 1.1 of TransCanada'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 TransCanada agrees to deliver the Daily Operational Injection Quantity as requested by Shipper from the Market Point to the Storage Injection Point on a firm basis; PROVIDED that TransCanada 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, TransCanada agrees, to transport and deliver up to the Daily Contract Withdrawal Quantity as requested by Shipper from the Storage Withdrawal Point to the Market Point; PROVIDED that TransCanada 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 UpstreamFrom Storage - No Precedent Agreement

Insert A

WHEREAS the Market Point is located upstream of the Storage Withdrawal Point; and

WHEREAS Shipper 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 Shipper proposes from time to time during the term hereof to have TransCanada transport quantities of gas from the Storage Withdrawal Point for delivery to Shipper at the Market Point on a firm basis; and

WHEREAS Shipper has satisfied in full, or TransCanada has waived, each of the conditions precedent set out in sub-Section 1.1 of TransCanada'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, TransCanada agrees to deliver the Daily Operational Injection Quantity as requested by Shipper from the Market Point to the Storage Injection Point; PROVIDED that TransCanada 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 TransCanada agrees to transport and deliver up to the Daily Contract Withdrawal Quantity on a firm basis as requested by Shipper from the Storage Withdrawal Point to the Market Point; PROVIDED that TransCanada 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.

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 ("TransCanada")
OF THE FIRST PART

AND:

("Shipper")
OF THE SECOND PART

WITNESSES THAT:

WHEREAS TransCanada owns and operates a natural gas pipeline system extending from a point near the Alberta/Saskatchewan border where TransCanada'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 Shipper has satisfied in full, or TransCanada has waived, each of the availability conditions set out in Section 1.1 of TransCanada's STFT Toll Schedule referred to in Section 8.1 hereof; and

WHEREAS the quantities of gas delivered hereunder by Shipper or Shipper's agent to TransCanada are to be removed from the province or country of production of such gas by Shipper and/or Shipper'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, TransCanada and Shipper 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 TransCanada'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, TransCanada shall provide firm transportation service to Shipper 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 Shipper shall pay for all transportation service hereunder in accordance with TransCanada's STFT Toll Schedule, List of Tolls, and General Terms and Conditions set out in TransCanada's Transportation Tariff, as each may be amended from time to time by the National Energy Board ("NEB"). The toll to be paid by Shipper 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 TransCanada's Transportation Tariff.

5.2 In addition to the termination provisions set out in the General Terms and Conditions of TransCanada'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 TRANSCANADA: TransCanada PipeLines Limited

- (i) mailing address: P.O. Box 1000
Station M
Calgary, Alberta
T2P 4K5
- (ii) delivery address: TransCanada Tower
450 – 1st Street S.W.
Calgary, Alberta, T2P 5H1

Attention: Director, Customer Service
Telecopy: _____
- (iii) nominations: Attention: Manager, Nominations & Allocations
Telecopy: _____
- (iv) bills: Attention: Manager, Contracts & Billing
Telecopy: _____
- (v) other matters: Attention: Director, Customer Service
Telecopy: _____

IN THE CASE OF SHIPPER:

- (i) mailing address: _____

- (ii) delivery address: _____

- (iii) nominations: Attention: _____
Telecopy: _____
- (iv) bills: Attention: _____

Telecopy: _____
E-mail address: _____

(v) other matters:

Attention: _____
Telecopy: _____

Notice may be given by telecopier or other telecommunication device 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, telecopier or other telecommunication service 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, telecopier or other telecommunication, and any Notice so given shall be deemed to be given as of the date and time of the telephone notice.

ARTICLE VII - DELIVERY PRESSURE

7.1 Shipper 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 TransCanada'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 TransCanada's Transportation Tariff, as each may be amended from time to time by the NEB, 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. TransCanada shall notify Shipper at any time that TransCanada files with the NEB revisions to the STFT Toll Schedule, the List of Tolls, and/or the General Terms and Conditions (the "Revisions") and shall provide Shipper 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.

Shipper:

TRANSCANADA PIPELINES LIMITED:

By: _____

By: _____

Title: _____

Title: _____

By: _____

By: _____

Title: _____

Title: _____

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 ("TransCanada") and _____ ("Shipper").

System Segment _____

The Delivery Point hereunder is the point of interconnection between the pipeline facilities of TransCanada and _____ which is located at or near _____.

The Receipt Point hereunder is the point of interconnection between the pipeline facilities of TransCanada and _____ which is located at or near _____.

STFT Service Period: _____

Maximum Daily Quantity: _____ GJ Minimum Daily Quantity: _____ GJ

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 ___

Shipper Contact

Name: _____

Address: _____

Telephone: _____ Telecopy : _____

Dated this _____ day of _____, 20__.

Shipper:

TransCanada PipeLines Limited:

By: _____

By: _____

Title: _____

Title: _____

By: _____

By: _____

Title: _____

Title: _____

ENHANCED CAPACITY RELEASE SERVICE CONTRACT

THIS ENHANCED CAPACITY RELEASE SERVICE CONTRACT made as of the ____
day of _____, 20__.

BETWEEN:

TRANSCANADA PIPELINES LIMITED
a Canadian Corporation ("TransCanada")
OF THE FIRST PART

AND:

_____,

_____, ("Replacement Shipper")
OF THE SECOND PART

WITNESSES THAT:

WHEREAS TransCanada owns and operates a natural gas pipeline system extending from a point near the Alberta/Saskatchewan border where TransCanada'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 TransCanada and Replacement Shipper are parties to the firm transportation service agreement as identified in each Exhibit "A" appended hereto from time to time as the same may be extended, renewed, amended or superseded from time to time (the "FT Contract" or "MFP Contract") or Replacement Shipper is the assignee under a temporary assignment of all or a portion of the FT Contract or the MFP Contract (the "Temporary Assignment");

AND WHEREAS TransCanada and Great Lakes Gas Transmission Limited Partnership ("Transporter") are parties to a firm natural gas transportation service agreement, dated April 13, 1994, as the same may be extended, renewed, amended or superseded from time to time (the "FT004 Service Agreement");

AND WHEREAS Transporter's FERC Gas Tariff, Second Revised Volume No. 1, as the same may be amended or superseded from time to time ("Transporter's FERC Gas Tariff"), permits firm transportation shippers under Transporter's Rate Schedule FT to release and assign some or all of their capacity under the terms and conditions described therein;

AND WHEREAS Replacement Shipper has requested and TransCanada has agreed to release and assign to Replacement Shipper or to such other party as designated by Replacement Shipper, (hereinafter the "Designate"), a portion of its capacity on Transporter's system pursuant to the terms and conditions of this Contract;

Now therefore, in consideration of the premises and the mutual covenants and agreements herein contained, TransCanada and Replacement Shipper covenant and agree as follows:

ARTICLE I - TERM OF CONTRACT

1.1 This Contract shall be effective from the date hereof and shall continue in force until terminated by either party in accordance with Section 1.2 hereof or the General Terms and Conditions set out in the Transportation Tariff.

1.2 In addition to the termination provisions set out in the General Terms and Conditions of the Transportation 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 II - CAPACITY TO BE RELEASED AND REPLACED

2.1 Subject to the provisions of this Contract, the ECR Toll Schedule, the List of Tolls and the General Terms and Conditions set out in TransCanada's Transportation Tariff, as the same may be amended from time to time, TransCanada shall release and assign to Replacement Shipper or its Designate, as the case may be, such portion of its capacity (the "Released Capacity") on Transporter's system held pursuant to the FT004 Service Agreement, excluding overrun rights, for such period and in accordance with the details set out in each addendum to this Contract executed from time to time, which addendum shall be in the form attached hereto as Exhibit "A".

2.2 In consideration of the release and assignment of the Released Capacity, Replacement Shipper covenants and agrees that it or its Designate shall:

- (a) enter into a firm transportation service agreement with Transporter (the "Replacement FT Service Agreement"), pursuant to Transporter's FERC Gas Tariff and Rate Schedule FT, for a term identical to the releasing period identified in each Exhibit "A" (the "Releasing Period") entered into between TransCanada and Replacement Shipper; and
- (b) perform and observe all covenants and obligations of TransCanada under the FT004 Service Agreement regarding the Released Capacity.

2.3 On the same day that capacity is released under this Contract, Replacement Shipper shall redeliver to TransCanada at the designated Redelivery Point (as defined in TransCanada's ECR Toll Schedule) the quantities of natural gas equivalent to the natural gas quantities delivered by Replacement Shipper to Transporter's system at Emerson II, Manitoba.

ARTICLE III - DELIVERY POINT(S) AND RECEIPT POINT(S)

3.1 TransCanada agrees to release capacity and Replacement Shipper agrees to accept on behalf of itself or its Designate, as the case may be, the Released Capacity at Transporter's primary receipt point at Emerson II, Manitoba (the "Great Lakes Primary Receipt Point") and Replacement Shipper agrees to redeliver equivalent natural gas quantities to TransCanada at the designated Redelivery Point as identified in each Exhibit "A" entered into by TransCanada and Replacement Shipper from time to time.

ARTICLE IV - TOLLS

4.1 Replacement Shipper shall pay for all transportation service hereunder in accordance with TransCanada's ECR Toll Schedule, List of Tolls and General Terms and Conditions set out in TransCanada's Transportation Tariff, as the same may be amended or approved from time to time by the National Energy Board (the "NEB"). Until set forth in the List of Tolls and approved by the NEB, the applicable toll for transportation service hereunder shall be as set out in the List of Tolls then in effect; PROVIDED however, in the event that the NEB does not approve the toll set out therein and approves another toll, then Replacement Shipper agrees to pay the toll approved by the NEB.

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 TRANSCANADA: TransCanada PipeLines Limited

(i) mailing address: P.O. Box 1000
Station M
Calgary, Alberta
T2P 4K5

(ii) delivery address: TransCanada Tower
450 – 1st Street S.W.
Calgary, Alberta
T2P 5H1

Attention: Director, Customer Service
Telecopy: _____

(iii) nominations: Attention: Manager, Nominations & Allocations
Telecopy: _____

(iv) bills: Attention: Manager, Contracts & Billing
Telecopy: _____

(v) other matters: Attention: Director, Customer Service
Telecopy: _____

IN THE CASE OF SHIPPER:

(i) mailing address: _____

(ii) delivery address: _____

(iii) nominations: Attention: _____
Telecopy: _____

(iv) bills: Attention: _____
Telecopy: _____
E-mail address: _____

(v) other matters: Attention: _____
Telecopy: _____

Notice may be given by telecopier or other telecommunication device 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, telecopier or other telecommunication service 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, telecopier or other telecommunication, and any Notice so given shall be deemed to be given as of the date and time of the telephone notice.

ARTICLE VI- MISCELLANEOUS PROVISIONS

6.1 Notwithstanding any provision of this Contract or the provisions of Transporter's FERC Gas Tariff, Replacement Shipper shall not and Replacement Shipper shall ensure that its Designate (if any) shall not change TransCanada's primary receipt point(s) and primary delivery point(s) under the FT004 Service Agreement without the prior written consent of TransCanada, whose consent may be withheld at TransCanada's discretion. Replacement Shipper or its Designate, as the case may be, may utilize secondary receipt point(s) and secondary delivery point(s) in accordance with the Transporter's FERC Gas Tariff.

6.2 If on any day Replacement Shipper fails to redeliver all or any portion of the required quantities of natural gas at the designated Redelivery Point, TransCanada shall, in its sole discretion, have the right to curtail deliveries to Replacement Shipper and/or Replacement Shipper's agents at the delivery point(s) stipulated in the FT Contract or MFP Contract in amounts equivalent in quantity to the portion of such natural gas not received by TransCanada from Replacement Shipper at the Redelivery Point; provided however, TransCanada shall exercise reasonable efforts to curtail such deliveries in the manner requested by Replacement Shipper.

6.3 Replacement Shipper shall indemnify and hold harmless TransCanada, its directors, officers, employees and agents of and from any and all debts, demands, claims, charges,

actions, or damages which may be asserted, claimed or brought by any person resulting from or related in any way to the curtailment of deliveries made by TransCanada as a result of Replacement Shipper's failure to deliver all or any portion of the natural gas to be redelivered by Replacement Shipper to TransCanada at the designated Redelivery Point.

6.4 Replacement Shipper shall indemnify and hold harmless TransCanada, its directors, officers, employees and agents of and from any and all debts, demands, claims, charges, actions, fees, tolls and penalties that: (I) Transporter may be entitled to collect from Replacement Shipper or its Designate pursuant to the Replacement FT Service Agreement or any transportation service agreement which Replacement Shipper or its Designate may enter into with Transporter in respect of the Released Capacity; or (II) may be incurred by or made against TransCanada as a result of any act or omission of the Designate.

6.5 Replacement Shipper hereby acknowledges and agrees that it shall be solely responsible for seeking and obtaining all regulatory authorizations, approvals and orders necessary to exercise its or its Designate's rights with respect to the Released Capacity, including, but not limited to, authorizations from the NEB and the United States Department of Energy for importing and exporting of gas. Notwithstanding the foregoing, Replacement Shipper acknowledges and agrees that its obligations hereunder shall remain in full force and effect upon commencement of this Contract and that its obligations hereunder are not conditional upon the granting or issuing of any such regulatory authorizations, approvals or orders.

6.6 This Contract, including the Exhibit "A" attached hereto, 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 Contract shall be effective unless such modification, amendment or variation is in writing and signed by both parties hereto.

6.7 The ECR Toll Schedule, the List of Tolls, and the General Terms and Conditions set out in TransCanada's Transportation Tariff, as amended or approved from time to time by the NEB, are all by reference made a part of this Contract and transportation services hereunder shall, in addition to the terms and conditions of this Contract, be subject to the provisions thereof. TransCanada shall notify Replacement Shipper at any time that TransCanada files with the NEB

revisions to the ECR Toll Schedule, the List of Tolls, and/or the General Terms and Conditions (the "Revisions") and shall provide Replacement Shipper with a copy of the Revisions.

6.8 Replacement Shipper shall be liable to TransCanada for all charges which may hereafter be determined by the NEB to arise from the transaction set forth herein, including, but not limited to, charges for quantities of gas transported on TransCanada's pipeline system (as that term is defined in TransCanada's Transportation Tariff) for the account of Replacement Shipper's or its Designate's tendered quantities of gas required ("Transporter's Use") by Transporter pursuant to Transporter's FERC Gas Tariff.

6.9 TransCanada and Replacement Shipper agree that the terms and conditions of the Replacement FT Service Agreement entered into between Transporter and Replacement Shipper or its Designate, as the case may be, for the Released Capacity, as well as Transporter's FERC Gas Tariff, shall govern the rights and obligations of Replacement Shipper or its Designate in regard to the Released Capacity except as otherwise provided for in the ECR Toll Schedule and this Contract.

6.10 The headings used throughout this Contract, the ECR 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.

6.11 This Contract shall be construed and governed by 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.

6.12 Replacement Shipper hereby represents and warrants that it or its Designate, as the case may be, complies with and shall continue to comply with all valid and applicable present and future laws, statutes, ordinances, rules, regulations and orders of any governmental authority having jurisdiction or control over the Replacement Shipper, its Designate, either of them or this Agreement and/or the Replacement FT Service Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the date first above written.

TRANSCANADA PIPELINES LIMITED

per _____

per _____

per

per

.....

EXHIBIT "A"

Enhanced Capacity Release Service Contract Addendum

This is Exhibit A, made as of the ____ day of _____, _____, to the Enhanced Capacity Release Service Contract ("the Contract") dated as of the ____ day of _____, _____, between TransCanada PipeLines Limited ("TransCanada") and _____ ("Replacement Shipper"). For purposes of this Contract, Replacement Shipper's Delivery Point on TransCanada's system shall be Emerson II, Manitoba.

Is the Replacement FT Service Agreement being signed by a Designate? Yes No

Designate Name: _____

This capacity release is made in conjunction with the following FT or MFP Contract:

Nom. Group Number	FT or MFP Contract Number	Date of FT or MFP Contract	FT or MFP Contract Delivery Point/Area	Qty. of Released Capacity (DT/day)	Qty. of Released Capacity (GJ/day)

Note: 1,000,000 DT = 1,055,056 GJ

Is Replacement Shipper's FT or MFP Service pursuant to a Temporary Assignment? Yes No

Temporary Assignment Number	Start Date of Temporary Assignment	End Date of Temporary Assignment

Great Lakes Reservation Fee: _____(\$US/DT/Month)

Great Lakes Primary Receipt Point: Emerson II, Manitoba

Great Lakes Primary Delivery Point: St. Clair , Ontario

Redelivery Point(s): St. Clair , Ontario Dawn, Ontario

Duration of Release in Days: _____

Releasing Period:

Commencing from and including _____ up to and including _____.

TRANSCANADA PIPELINES LIMITED:

per: _____
name: _____
title: _____
per: _____
name: _____
title: _____

- _____:

per: _____
name: _____
title: _____
per: _____
name: _____
title: _____

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 ("TransCanada")
OF THE FIRST PART

AND:

("Shipper")
OF THE SECOND PART

WITNESSES THAT:

WHEREAS TransCanada owns and operates a natural gas pipeline system extending from a point near the Alberta/Saskatchewan border where TransCanada'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 Shipper has satisfied in full, or TransCanada has waived, each of the availability conditions set out in Section 2.1 of TransCanada's ST-SN Toll Schedule referred to in Section 8.1 hereof; and

WHEREAS the quantities of gas delivered hereunder by Shipper or Shipper's agent to TransCanada are to be removed from the province or country of production of such gas by Shipper and/or Shipper'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, TransCanada and Shipper 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 TransCanada'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, TransCanada shall provide firm transportation service to Shipper 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 Shipper shall pay for all transportation service hereunder in accordance with TransCanada's ST-SN Toll Schedule, List of Tolls, and General Terms and Conditions set out in TransCanada's Transportation Tariff, as each may be amended from time to time by the National Energy Board ("NEB"). The toll to be paid by Shipper 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 TransCanada's Transportation Tariff.

5.2 In addition to the termination provisions set out in the General Terms and Conditions of TransCanada'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 TRANSCANADA: TransCanada PipeLines Limited

- (i) mailing address: P.O. Box 1000
Station M
Calgary, Alberta
T2P 4K5
- (ii) delivery address: TransCanada Tower
450 – 1st Street S.W.
Calgary, Alberta, T2P 5H1

Attention: Director, Customer Service
Telecopy: _____
- (iii) nominations: Attention: Manager, Nominations & Allocations
Telecopy: _____
- (iv) bills: Attention: Manager, Contracts & Billing
Telecopy: _____
- (v) other matters: Attention: Director, Customer Service
Telecopy: _____

IN THE CASE OF SHIPPER:

- (i) mailing address: _____

- (ii) delivery address: _____

(iii) nominations:	Attention: _____ Telecopy: _____
(iv) bills:	Attention: _____ Telecopy: _____ E-mail address: _____
(v) other matters:	Attention: _____ Telecopy: _____

Notice may be given by telecopier or other telecommunication device 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, telecopier or other telecommunication service 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, telecopier or other telecommunication, and any Notice so given shall be deemed to be given as of the date and time of the telephone notice.

ARTICLE VII - DELIVERY PRESSURE

7.1 Shipper 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 TransCanada'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 TransCanada's Transportation Tariff, as each may be amended from time to time by the NEB, 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. TransCanada shall notify Shipper at any time that TransCanada files with the NEB revisions to the ST-SN Toll Schedule, the List of Tolls, and/or the General Terms and Conditions (the "Revisions") and shall provide Shipper 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.

Shipper:

TRANSCANADA PIPELINES LIMITED:

By: _____

By: _____

Title: _____

Title: _____

By: _____

By: _____

Title: _____

Title: _____

EXHIBIT "A" ADDENDUM

Short Term Short Notice 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 ("TransCanada") and _____ ("Shipper").

System Segment _____

The Delivery Point hereunder is the point of interconnection between the pipeline facilities of TransCanada and _____ which is located at or near _____.

The Receipt Point hereunder is the point of interconnection between the pipeline facilities of TransCanada 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): _____.

Shipper Contact

Name: _____

Address: _____

Telephone: _____ Telecopy : _____

Dated this _____ day of _____, 20____.

Shipper:

TransCanada PipeLines Limited:

By: _____

By: _____

Title: _____

Title: _____

By: _____

By: _____

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
("TransCanada")

OF THE FIRST PART

and

("Shipper")

OF THE SECOND PART

WITNESSES THAT:

WHEREAS TransCanada owns and operates a natural gas pipeline system extending from a point near the Alberta/Saskatchewan border where TransCanada'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 Shipper has satisfied in full, or TransCanada has waived, each of the conditions precedent set out in Sections 2.1 (b) and (c) of TransCanada's Multi-Year Fixed Price Transportation Service Toll Schedule referred to in Section 7.1 hereof (the "MFP Toll Schedule"); and

WHEREAS Shipper has requested and TransCanada has agreed to transport quantities of gas, that are delivered by Shipper or Shipper's agent to TransCanada 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 Shipper or Shipper's agent to TransCanada are to be removed from the province of production of such gas by Shipper and/or Shipper'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, TransCanada shall provide transportation service hereunder for Shipper 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 Shipper shall pay for all transportation service hereunder from the Date of Commencement in accordance with TransCanada's MFP Toll Schedule, List of Tolls, and General Terms and Conditions set out in TransCanada's Transportation Tariff as the same may be amended or approved from time to time by the National Energy Board (the "NEB").

(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 TRANSCANADA: TransCanada PipeLines Limited

(i) mailing address: P.O. Box 1000
Station M
Calgary, Alberta
T2P 4K5

(ii) delivery address: TransCanada Tower
450 - 1st Street S.W.
Calgary, Alberta
T2P 5H1

Attention: Director, Customer Service
Telecopy: _____

(iii) nominations: Attention: Manager, Nominations & Allocations
Telecopy: _____

(iv) bills: Attention: Manager, Contracts & Billing
Telecopy: _____

(v) other matters: Attention: Director, Customer Service
Telecopy: _____

IN THE CASE OF SHIPPER:

(i) mailing address: _____

(ii) delivery address: _____

(iii) nominations: Attention: _____
Telecopy: _____

(iv) bills:

Attention: _____
Telecopy: _____
E-mail address: _____

(v) other matters:

Attention: _____
Telecopy: _____

Notice may be given by telecopier or other telecommunication device 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, telecopier or other telecommunication service 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, telecopier or other telecommunication, 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 MFP Toll Schedule, the List of Tolls, and the General Terms and Conditions set out in TransCanada's Transportation Tariff as amended or approved from time to time by the NEB 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. TransCanada shall notify Shipper at any time that TransCanada files with the NEB revisions to the MFPToll Schedule, the List of Tolls, and/or the General Terms and Conditions (the "Revisions") and shall provide Shipper 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.

TRANSCANADA PIPELINES LIMITED

per _____

per _____

.....

per _____

per _____

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 ("TransCanada") and _____ ("Shipper").

The Delivery Point hereunder is the point of interconnection between the pipeline facilities of TransCanada and _____ which is located at:

The Receipt Point hereunder is the point of interconnection between the pipeline facilities of TransCanada and _____ which is located at:

DIFFERENT CONTRACT VERSIONS**ARTICLE VIII - DELIVERY PRESSURE**

8.1 TransCanada shall increase the line pressure of the gas it delivers to Shipper at the Point to the pressure necessary for Shipper to have Viking Gas Transmission Company accept receipt of such gas from Shipper for transportation from the Delivery Point, provided that, from the Date of Commencement until the termination of this Contract, TransCanada 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 TransCanada shall increase the line pressure of the gas it delivers to Shipper at the Delivery Point to the pressure necessary for Shipper to have Great Lakes Gas Transmission Limited Partnership accept receipt of such gas from Shipper for transportation from the Delivery Point, provided that, from the Date of Commencement until the termination of this Contract, TransCanada 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 TransCanada shall increase the line pressure of the gas it delivers to Shipper 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 TransCanada shall increase the line pressure of the gas it delivers to Shipper 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 TransCanada shall increase the line pressure of the gas it delivers to Shipper at the Delivery Point to the pressure necessary for Shipper to have Iroquois Gas Transmission System, L.P. accept receipt of such gas from Shipper 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 TransCanada shall increase the line pressure of the gas it delivers to Shipper at the Chippawa Delivery Point to the pressure necessary for Shipper to have Empire State Pipeline accept receipt of such gas from Shipper 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 TransCanada shall increase the line pressure of the gas it delivers to Shipper at the East Hereford Delivery Point to the pressure necessary for Shipper to have Portland Natural Gas Transmission System accept receipt of such gas from Shipper for transportation from the East Hereford Delivery Point, provided that such pressure is not greater than 8 650 kPa (g).