

**Report on Differences between Active Executed Mainline  
Transportation Contracts and the *Pro forma* Contracts in the  
Tariff as at February 1, 2024**

## **Introduction**

By Order AO-1-TG-6-89, the National Energy Board (“Board”) requires TransCanada PipeLines Limited (“TCPL”) to provide on a regular basis a summary and explanation of any differences between active executed Mainline Transportation Contracts and the *pro forma* contracts in the Tariff. To comply with this directive (now under the Canada Energy Regulator or Commission – as the Board’s successor), TCPL has prepared this report which is organized as follows:

- I. Summary and Explanation of Differences between active executed Mainline Transportation Contracts and the *pro forma* contracts in the Tariff as at February 1, 2024; and
- II. Appendices A-G: Detailed Contract Information.

**I. Summary and Explanation of Differences between active executed Mainline Transportation Contracts and the *pro forma* contracts in the Tariff as of February 1, 2024.**

**Appendix A: STS Contracts**

1. Originally, Storage Transportation Service (“STS”) was specifically designed for eastern local distribution companies with Storage Points at Dawn and Parkway and markets in the Western, Northern and Eastern Zones. The STS contracts listed in Appendix A provide service to Shippers with markets in other locations (e.g. Vermont Gas at Philipsburg) or with different Storage Delivery Points (e.g. Kirkwall). The then existing *pro forma* STS Contract did not accommodate these additional locations.

TCPL drafted a revised *pro forma* STS Contract which accommodates storage locations other than Dawn and Parkway and market locations other than the Western, Northern and Eastern Zones. These changes were approved by the Tolls Task Force on February 10, 2005 (Resolution 07.2005) and approved by the Board on March 30, 2005.

- The language in Contract 13307, Enbridge Gas Distribution Inc. is as follows:

WHEREAS Shipper has entered into storage and transportation arrangements with Union Gas Limited (“Union”) whereby Union will accept gas delivered on Shipper’s behalf by TransCanada at the Dawn and/or Parkway-Union delivery points described in Exhibit “A” hereto for storage and Union will deliver gas to TransCanada from storage at Parkway-Union or Kirkwall as described in Exhibit “A” hereto, on Shipper’s behalf; and

The language taken from the *pro forma* STS Contract is as follows:

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

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- Exhibit “A” to Contract 13307, Enbridge Gas Distribution Inc. is as follows and includes Kirkwall as a storage withdrawal point:

This is EXHIBIT “A” to the CONTRACT for STORAGE TRANSPORTATION SERVICE , made as of the 18th day of October, 1999, between TRANSCANADA PIPELINES LIMITED (“TransCanada”) and THE CONSUMERS’ GAS COMPANY LTD.

The Storage Delivery Points hereunder are located as follows:

**Dawn:**

At the junction of the facilities of TransCanada and Union adjacent to Union’s Compressor Station site situated in the northwest corner of Lot Twenty-Five (25), Concession II, in the Township of Dawn, in the County of Lambton.

**Parkway-Union:**

At the junction of the facilities of TransCanada and Union in Part of Lot Ten (10), Concession Nine (9), New Survey, in the Town of Milton, in the Regional Municipality of Halton.

The Storage points at which gas is to be delivered from storage to TransCanada on Shipper’s behalf are as follows:

**Parkway-Union:**

At the junction of the facilities of TransCanada and Union in Part of Lot Ten (10), Concession Nine (9), New Survey, in the Town of Milton, in the Regional Municipality of Halton.

**Kirkwall:**

The point of interconnection of the pipeline facilities of TransCanada and Union that is located in Lot 25, Concession VII, in the Township of Flamborough, in the Regional Municipality of Hamilton-Wentworth.

- Exhibit “A” to Contract 1140, Enbridge Gas Distribution Inc. is as follows and includes Kirkwall as storage withdrawal point:

Exhibit “A”  
Revised

This is EXHIBIT “A” to the CONTRACT FOR STORAGE TRANSPORTATION SERVICE BETWEEN THE EASTERN DELIVERY AREA AND PARKWAY-UNION, made as of the 11th day of March, 1988, between TRANSCANADA PIPELINES LIMITED, and THE CONSUMERS’ GAS COMPANY LTD.

The delivery points hereunder are defined as follows:

**Dawn:**

At the junction of the facilities of TransCanada and Union adjacent to Union’s Compressor Station site situated in the northwest corner of Lot Twenty-Five (25), Concession II, in the Township of Dawn, in the County of Lambton.

**Parkway-Union:**

The point of interconnection between the pipeline facilities of TransCanada and Union that is located in the Parkway mini-belt, in Part Lot 10, Concession 9, New Survey, in the Town of Milton, in the Regional Municipality of Halton.

**Kirkwall:**

The point of interconnection of the pipeline facilities of TransCanada and Union that is located in Lot 25, Concession VII, in the Town of Flamborough (formerly the township of Beverly), in the Regional Municipality of Hamilton-Wentworth.

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- Exhibit "A" to Amended and Restated Contract 1142, Union Gas Limited is as follows and lists Enbridge Dawn as a storage injection point:

**EXHIBIT "A"**

This is EXHIBIT "A" to the restated CONTRACT for STORAGE TRANSPORTATION SERVICE, made as of the 28<sup>th</sup> day of September, 2009, between TRANSCANADA PIPELINES LIMITED and UNION GAS LIMITED

The Storage Delivery Point(s) hereunder are located as follows:

Union Dawn:

At the junction of the facilities of TransCanada and Union adjacent to Union's Compressor Station site situated in the northwest corner of Lot Twenty-Five (25), Concession II, in the Township of Dawn, in the County of Lambton, in the Province of Ontario.

Enbridge Dawn:

Part of Lot 26, concession I, in the Township of Dawn, in the County of Lambton, in the Province of Ontario.

Union Parkway Belt:

At the junction of the facilities of TransCanada and Union in Part of Lot Ten (10), Concession Nine (9), New Survey, in the Town of Milton, in the Regional Municipality of Halton.

- Exhibit "A" to Contract 2771, Centra Gas Manitoba Inc. is as follows and lists Emerson as the storage injection point:

**EXHIBIT "A"**

This is EXHIBIT "A" to the CONTRACT for STORAGE TRANSPORTATION SERVICE, made as of the 10<sup>th</sup> day of March, 1993, between TRANSCANADA PIPELINES LIMITED ("TransCanada") and CENTRA GAS MANITOBA INC.

The Storage Delivery Point hereunder is the point of interconnection between the pipeline facilities of TransCanada and Great Lakes Gas Transmission Limited Partnership located at:

Emerson, Manitoba ✓

- The language in Contract 2771, Centra Gas Manitoba Inc. is as follows and lists Centram MDA and Centram SSDA as the market points (not in the Eastern, Northern or Western Zones):

**ARTICLE III - DELIVERY POINT AND RECEIPT POINT**

3.1 The points at which the gas is to be delivered hereunder by TransCanada to Shipper in the Manitoba Delivery Area and the Saskatchewan Delivery Area during the Winter Period are the delivery points specified in the Firm Service Contracts. The point at which the gas is to be delivered by TransCanada on Shipper's behalf to Shipper's agent for storage during the Summer Period is the Storage Delivery Point as set out in Exhibit "A" attached hereto. The point at which the gas is to be delivered from storage to TransCanada on Shipper's behalf is also the Storage Delivery Point.

- The language in Contract 19233, St. Lawrence Gas Company, Inc. is as follows and lists Cornwall as the market point (not in the Eastern, Northern or Western Zones):

**ARTICLE III - DELIVERY POINT AND RECEIPT POINT**

3.1 The point at which the gas is to be delivered hereunder by TransCanada to Shipper is the Cornwall Delivery point. The points at which gas is to be delivered by TransCanada on Shipper's behalf to Union for storage are the Storage Delivery Points. The point at which the gas is to be delivered from storage to TransCanada on Shipper's behalf is the Parkway-Union Delivery point.

2. The *pro forma* STS Contract lists specific FT Contracts which make up the injection quantities. The following STS Contracts do not list specific contracts or injection quantities, therefore the Shippers are able to use all firm contracts, including any new contracts that are executed to the applicable delivery areas:

- The language in Contract 1140, Enbridge Gas Distribution Inc. is as follows and includes all firm contracts to the Eastern Delivery Area:

WHEREAS TransCanada provides firm sales and transportation service to Shipper in the Eastern Delivery Area ("EDA") under several contracts (collectively, the "EDA FS Contracts"; and

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WHEREAS Shipper desires from time to time to have volumes of gas, otherwise deliverable under Shipper's EDA FS Contracts at the delivery points specified thereunder, delivered at Dawn and/or Oakville (in this context, the "Storage Delivery Point(s)") for transportation by Union to Dawn (as required) and injection by Tecumseh and/or Union into the Storage Field; and

- The language in Contract 1141 Energir, L.P. is as follows and includes all firm contracts to the Eastern Delivery Area (Northern Delivery Area points were later added in an Amending Agreement):

WHEREAS Buyer is purchasing gas from TransCanada under one or more CD Service Contracts in the Eastern Delivery Area (herein collectively referred to as "the CD Service Contract"); and TransCanada transports gas for Buyer under Transportation Service Contracts (herein collectively called "the T Service Contract"); and

Amending Agreement:

WHEREAS Shipper has requested and TransCanada has agreed to use all the T Service Contracts and all the Firm Transportation Service contracts in effect between Shipper and TransCanada from time to time to inject gas into storage in accordance with the provisions of the STS Contract and the STS Toll Schedule.

- The language in Contract 2623, Enbridge Gas Distribution Inc. is as follows and includes all firm contracts to the Central Delivery Area:

WHEREAS TransCanada is transporting gas for Shipper under several Firm Service Contracts to the Central Delivery Area (herein collectively referred to as "the FS Contracts"); and

The language taken from the *pro forma* STS Contract is as follows:

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

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3. The *pro forma* STS Contract allows for and defines one Market Point. The following STS Contracts list multiple market points:

- The language in the Amending Agreement to Contract 1141, Energir, L.P. is as follows and includes both GMIT EDA and GMIT NDA as market points:

WHEREAS TransCanada and Shipper have entered into a Storage Transportation Service Contract (the "STS Contract") dated April 16, 1985, as amended, for delivery of natural gas in TransCanada's Eastern Delivery Area and Northern Delivery Area; and

- The language in the Amended and Restated Contract 1142, Union Gas Limited is as follows and lists Union NDA, Union NCDA, Union EDA, Union WDA and Union SSMDA as market points:

1.2(a) On any day during the Winter Period TransCanada shall, in accordance with the provisions of subsection 2.2 of the STS Toll Schedule, accept at Parkway, transport and deliver to Shipper into the Northern, North Central, Eastern and Western Delivery Areas, and accept at Dawn, transport and deliver into the Sault Ste. Marie Delivery Area quantities of gas (herein called the "Daily Withdrawal Quantity") as set out below:

- (i) for each Winter Period during the term hereof, a Daily Withdrawal Quantity of 48,375 GJ into the Northern Delivery Area.
- (ii) for each Winter Period during the term hereof, a Daily Withdrawal Quantity of 13,704 GJ into the North Central Delivery Area.
- (iii) for each Winter Period during the term hereof, a Daily Withdrawal Quantity of 68,520 GJ into the Eastern Delivery Area; and
- (iv) for each Winter Period during the term hereof, a Daily Withdrawal Quantity of 31,420 GJ into the Western Delivery Area; and
- (v) for each Winter Period during the term hereof, a Daily Withdrawal Quantity of 35,022 GJ into the Sault Ste. Marie Delivery Area.

The aggregate of the volumes set forth above shall constitute the Contract Demand during the Winter Period.

**ARTICLE II - DELIVERY POINTS AND RECEIPT POINTS**

The points at which the gas is to be received and delivered in each Delivery Area are the delivery points specified in the Firm Service Contracts and the SSMDA Contracts. The Storage Delivery Point(s) are specified in Exhibit "A" attached hereto and made a part hereof. The point at which the gas is to be delivered to TransCanada after withdrawal from storage is Union Dawn for deliveries made hereunder in the Sault Ste. Marie Delivery Area and Union Parkway Belt for deliveries in all other Delivery Areas.



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- The language in Contract 2771, Centra Gas Manitoba Inc. is as follows and lists Centram MDA and Centram SSDA as market points:

**ARTICLE II - GAS TO BE TRANSPORTED**

2.1 On any day during any Summer Period TransCanada agrees to deliver a volume of gas as requested by Shipper to the Storage Delivery Point on a firm basis, and at other times on a

best efforts basis, in accordance with Section 2.2(c) of the STS Toll Schedule; PROVIDED that TransCanada shall only be obligated to deliver the lesser of such volume as Shipper's agent will accept on Shipper's behalf on such day or up to 1 454.0  $10^3\text{m}^3$  from the Manitoba Delivery Area (the "Daily Storage Quantity").

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 Section 2.2(c) of the STS Toll Schedule, to accept at the Storage Delivery Point, transport and deliver to Shipper in the Manitoba Delivery Area and the Saskatchewan Delivery Area thermally equivalent volumes of gas (the "Daily Withdrawal Quantity"); PROVIDED that TransCanada shall only be obligated to transport the lesser of such volume as Shipper's agent will deliver on Shipper's behalf on such day or up to 5 534.6  $10^3\text{m}^3$  in the Manitoba Delivery Area and up to 131.0  $10^3\text{m}^3$  in the Saskatchewan Delivery Area for a combined total not to exceed 5 665.6  $10^3\text{m}^3$  on any day.

**ARTICLE III - DELIVERY POINT AND RECEIPT POINT**

3.1 The points at which the gas is to be delivered hereunder by TransCanada to Shipper in the Manitoba Delivery Area and the Saskatchewan Delivery Area during the Winter Period are the delivery points specified in the Firm Service Contracts. The point at which the gas is to be delivered by TransCanada on Shipper's behalf to Shipper's agent for storage during the Summer Period is the Storage Delivery Point as set out in Exhibit "A" attached hereto. The point at which the gas is to be delivered from storage to TransCanada on Shipper's behalf is also the Storage Delivery Point.

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- The language in Contract 6245, Energir, L.P. is as follows and lists both GMT EDA and GMT NDA as market points (Amending Agreement combines both 1141 and 6245 with the following Schedule 1):

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 Section 2.2(c) of the STS

Toll Schedule, to accept at Parkway-Union, transport and deliver to Shipper in the Northern and Eastern Delivery Areas thermally equivalent volumes of natural gas on a firm basis (the "Daily Transportation Quantity"); PROVIDED that TransCanada shall not be obligated to transport a volume of natural gas on any one day during the term hereof in excess of 3 331.0 10<sup>3</sup>m<sup>3</sup> ✓ (the "Contract Demand").

3.1 The points at which the gas is to be delivered hereunder by TransCanada to Shipper in the Northern and Eastern Delivery Areas are the delivery points specified in the FT Contracts. The points at which the gas is to be delivered by TransCanada on Shipper's behalf to Union for storage are the Storage Delivery Points. The point at which the gas is to be delivered from storage to TransCanada on Shipper's behalf is Parkway-Union.

**Amending Agreement:**

Delivery Point	Maximum Volume Entitlement (103m <sup>3</sup> per day)
<b>Northern Delivery Area:</b>	
Noranda/Thorne *3	788
<b>Eastern Delivery Area:</b>	
Montreal Line	3,037
<u>Trans Québec and Maritimes Pipeline Inc. (TQM): *1</u>	
Boisbriand	4,843
Waterloo	955
Other TQM Delivery Points *3 *4	5,089
<u>St. Mathieu/Philipsburg Extensions: *2</u>	
St. Mathieu	5,182
Sabrevois	1,420
Other St. Mathieu/Philipsburg Extension Delivery Points	462
<b>Sub-total</b> Noranda/Thorne and Other TQM Delivery Points Combined *3	<b>5,877</b>
<b>Total</b> NDA/EDA	<b>21,776</b>

**Notes:**

\*1 Volumes shown herein can be moved to upstream delivery points located on the TQM system.

\*2 Volumes shown herein can be moved to upstream delivery points located on the St. Mathieu/Philipsburg Extension.

\*3 Shipper shall be entitled up to 788 103m<sup>3</sup>/day to Noranda/Thorne and up to 6044 103m<sup>3</sup>/day to other TQM delivery points; PROVIDED THAT the combined deliveries of gas does not exceed 6832 103m<sup>3</sup>/day, and provided further that deliveries at Thorne do not exceed 406 103m<sup>3</sup>/day. 77 103m<sup>3</sup>/day of the 788 103m<sup>3</sup>/day is delivered to GMI by Noranda Inc.

\*4 566 103m<sup>3</sup>/day of the 5089 103m<sup>3</sup>/day is to be delivered to GMI by Enron Capital & Trade Resources Canada Corp and CXY Energy Marketing over the period from Nov. 1/98 to March 31/99.

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The language taken from the *pro forma* STS Contract is as follows:

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

**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.

4. The *pro forma* STS Contract defines Winter Period as November 1 to April 15 and Summer Period as April 16 to October 31. The following STS Contracts contain the injection period as April 1 to October 31 and the withdrawal period as November 1 to March 31:

- The language in Contract 1138, 1425445 Ontario Limited lists Summer Period and Winter Period as follows:

WHEREAS Buyer desires during each Summer Period from April 1 to October 31 during the term hereof to have volumes of gas, otherwise deliverable under the CD Service Contract at the Delivery Points specified thereunder, delivered at one or both of the delivery points listed in Exhibit "A" hereto (herein called "the Storage Delivery Point(s)") for injection into gas storage reservoirs located in Southwestern Ontario (herein referred to as "the Storage Field"); and

WHEREAS Buyer proposes during each Winter Period from November 1 to March 31 during the term hereof to have volumes of gas withdrawn from the Storage Field and will require TransCanada to transport such volumes from Oakville for delivery to Buyer in the Eastern Delivery Area, all in order to enable Buyer to provide increased winter sales in its market area.

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ARTICLE 1 - GAS TO BE TRANSPORTED

1. On any day during any Summer Period TransCanada agrees to deliver a volume of gas (herein called "the Daily Storage Quantity") as requested by Buyer at the Storage Delivery Point(s), in accordance with the provisions of Section 2.3 (a) of the STS-KPUC Rate Schedule.
2. On any day during any Winter Period TransCanada agrees, in accordance with the provisions of Section 2.4 (a) of the STS-KPUC Rate Schedule, to accept at Oakville, transport and deliver to Buyer in the Eastern Delivery Area thermally equivalent volumes of gas; PROVIDED HOWEVER, that TransCanada shall not be obligated to transport a volume of gas (herein called "the Daily Transportation Quantity") in excess of the volume set out below which shall constitute the Contract Demand during the period of time indicated:

- The language in the Amended and Restated Contract 1142, Union Gas Limited lists Summer Period and Winter Period as follows:

WHEREAS Shipper proposes during each period from April 1 to October 31 (the "Summer Period") during the term hereof to have volumes of gas, otherwise deliverable under the Firm Service Contract at the Delivery Points specified thereunder, delivered at one, both or three of the delivery points listed in Exhibit "A" hereto (herein called "the Storage Delivery Point(s)") for injection into gas storage reservoirs located in Southwestern Ontario (herein referred to as "the Storage Field"); and

WHEREAS Shipper proposes during each period from November 1 to March 31 (the "Winter Period") during the term hereof to have volumes of gas withdrawn from the Storage Field and will require TransCanada to transport such volumes from the facilities of Shipper at Parkway for delivery in the Northern, North Central, Eastern and Western Delivery Areas, and from Shipper's facilities at Dawn for delivery in the Sault Ste. Marie Delivery Area subject to conditions hereinafter provided, all in order to enable Shipper to meet sales in its market areas; and

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- The language in Contract 2771, Centra Gas Manitoba Inc. lists Summer Period and Winter Period as follows:

WHEREAS Shipper desires from time to time during each period from April 1 to October 31 (the "Summer Period") during the term hereof to have volumes of gas, otherwise deliverable under the Firm Service Contracts at the delivery points specified thereunder, delivered to Shipper's agent at the Storage Delivery Point for transportation by Shipper's agent to storage; and

WHEREAS Shipper proposes during each period from November 1 to March 31 (the "Winter Period") during the term hereof to have Shipper's agent transport certain volumes of gas that are withdrawn from storage to the Storage Delivery Point for delivery to TransCanada, and to have TransCanada transport such volumes from the Storage Delivery Point for delivery to Shipper in the Saskatchewan Delivery Area and the Manitoba Delivery Area on a firm basis, in order to enable Shipper to better meet the needs of its markets; and

The language taken from the *pro forma* STS Contract is as follows:

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 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

5. The *pro forma* STS Contracts do not allow for pooling, however along with multiple market points, the following STS Contracts allow for pooling:

- The language in the Amended and Restated Contract 1142, Union Gas Limited allows for pooling as follows:

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**ARTICLE I - GAS TO BE TRANSPORTED**

1.1(a) On any day during the Summer Period TransCanada shall deliver a volume of gas (herein called the "Daily Storage Quantity") as requested by Shipper to the Storage Delivery Point(s), in accordance with the provisions of subsection 2.1 of the STS Toll Schedule; PROVIDED HOWEVER, that TransCanada shall not be obligated to deliver to Storage Delivery Point(s) on any day a volume of gas in excess of the aggregate of the volumes set out below which shall constitute the Contract Demand during the period of time indicated:

- (i) for each Summer Period during the term hereof, a Daily Storage Quantity of 49,100 GJ from the Northern Delivery Area; and
- (ii) for each Summer Period during the term hereof, a Daily Storage Quantity of 47,571 GJ from the Eastern Delivery Area; and
- (iii) for the Summer Period during the term hereof, a Daily Storage Quantity of 3,150 GJ from the Western Delivery Area.

(b) To the extent that Shipper does not nominate the total Contract Demand pursuant to subsection 1.1(a) herein, TransCanada agrees to transport on any day during the Summer Period such volumes of gas from the North Central Delivery Area that Shipper has nominated for delivery into the North Central Delivery Area under Shipper's Firm Service Contract to the Storage Delivery Point(s) in accordance with the provisions of subsection 2.2 of the STS Toll Schedule; PROVIDED THAT, the maximum volume of gas which can be nominated pursuant to this subsection 1.1(b) shall be equal to the difference between the total Contract Demand set forth in subsection 1.1(a) and the amount actually nominated by Shipper on such day.

1.2(a) On any day during the Winter Period TransCanada shall, in accordance with the provisions of subsection 2.2 of the STS Toll Schedule, accept at Parkway, transport and deliver to Shipper into the Northern, North Central, Eastern and Western Delivery Areas, and accept at Dawn, transport and deliver into the Sault Ste. Marie Delivery Area quantities of gas (herein called the "Daily Withdrawal Quantity") as set out below:

- (i) for each Winter Period during the term hereof, a Daily Withdrawal Quantity of 48,375 GJ into the Northern Delivery Area.
- (ii) for each Winter Period during the term hereof, a Daily Withdrawal Quantity of 13,704 GJ into the North Central Delivery Area.
- (iii) for each Winter Period during the term hereof, a Daily Withdrawal Quantity of 68,520 GJ into the Eastern Delivery Area; and
- (iv) for each Winter Period during the term hereof, a Daily Withdrawal Quantity of 31,420 GJ into the Western Delivery Area; and
- (v) for each Winter Period during the term hereof, a Daily Withdrawal Quantity of 35,022 GJ into the Sault Ste. Marie Delivery Area.

The aggregate of the volumes set forth above shall constitute the Contract Demand during the Winter Period.

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(b) On each day during the Winter Period that Shipper does not fully nominate the respective Daily Withdrawal Quantities to the Northern, Sault Ste. Marie, North Central and/or Eastern Delivery Areas (the "Specified Delivery Areas"), Shipper shall be allowed to nominate to any Specified Delivery Area except the Eastern Delivery Area and/or the Western Delivery Area, the difference between the sum of the daily nominations to the Specified Delivery Areas and the sum of the Daily Withdrawal Quantities in respect of the Delivery Areas, PROVIDED THAT TransCanada shall only be required to accept on a best efforts basis nominations to the Sault Ste. Marie Delivery Area that volume (the "SSMDA Pooling Withdrawal Capacity") representing the difference between TransCanada's design capacity to the Sault Ste. Marie Delivery Area, as determined by TransCanada in its sole discretion, and TransCanada's obligations to the Sault Ste. Marie Delivery Area under its firm transportation contracts, including the Daily Withdrawal Quantity to the Sault Ste. Marie Delivery Area as specified in the STS Contract. TransCanada will advise Shipper of the SSMDA Pooling Withdrawal Capacity by May 15th before the start of each Winter Period.

1.3 Shipper may by notice in writing to TransCanada at least 12 months prior to the commencement of a contract year (the twelve month period commencing April 1) request that the Contract Demand and the payments for Storage Transportation Service hereunder for such contract year be reduced and TransCanada shall agree thereto; PROVIDED THAT, (a) there shall be no reduction in the Contract Demand in any contract year below the Contract Demand in effect during the immediately preceding contract year by more than an amount which in TransCanada's discretion, acting reasonably, represents the pipeline capacity which TransCanada will require for other services during the term of the contract then remaining; and (b) there shall be no reduction in such payments greater than the corresponding payments to be received by TransCanada for such other services.

**ARTICLE II - DELIVERY POINTS AND RECEIPT POINTS**

The points at which the gas is to be received and delivered in each Delivery Area are the delivery points specified in the Firm Service Contracts and the SSMDA Contracts. The Storage Delivery Point(s) are specified in Exhibit "A" attached hereto and made a part hereof. The point at which the gas is to be delivered to TransCanada after withdrawal from storage is Union Dawn for deliveries made hereunder in the Sault Ste. Marie Delivery Area and Union Parkway Belt for deliveries in all other Delivery Areas.

- The language in Contracts 1141 and 6245, Energir, L.P. were amended to include the following Schedule "1", which lists the Maximum Volume Entitlement per delivery point, which is not part of the *pro forma* contract:

Amending Agreement:

WHEREAS TransCanada and Shipper have entered into Storage Transportation Service Contracts made as of the 16th of April, 1985, as amended, and the 18th day of December, 1995, as amended (the "STS Contracts").

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Schedule “1”:

Gaz Métropolitain & Company, L.P.		SCHEDULE “1”
Delivery Point		Maximum Volume Entitlement (103m3 per day)
<b>Northern Delivery Area:</b>		
Noranda/Thorne *3		788
<b>Eastern Delivery Area:</b>		
Montreal Line		3,037
<u>Trans Québec and Maritimes Pipeline Inc. (TQM): *1</u>		
Boisbriand		4,843
Waterloo		955
Other TQM Delivery Points *3 *4		5,089
<u>St. Mathieu/Philipsburg Extensions: *2</u>		
St. Mathieu		5,182
Sabrevois		1,420
Other St. Mathieu/Philipsburg Extension Delivery Points		462
<b>Sub-total</b>	Noranda/Thorne and Other TQM Delivery Points Combined *3	<b>5,877</b>
<b>Total</b>	NDA/EDA	<b>21,776</b>

Notes:

\*1 Volumes shown herein can be moved to upstream delivery points located on the TQM system.

\*2 Volumes shown herein can be moved to upstream delivery points located on the St. Mathieu/Philipsburg Extension.

\*3 Shipper shall be entitled up to 788 103m3 /day to Noranda/Thorne and up to 6044 103m3/day to other TQM delivery points; PROVIDED THAT the combined deliveries of gas does not exceed 6832 103m3/day, and provided further that deliveries at Thorne do not exceed 406 103m3/day. 77 103m3/day of the 788 103m3/day is delivered to GMI by Noranda Inc.

\*4 566 103m3/day of the 5089 103m3/day is to be delivered to GMI by Enron Capital & Trade Resources Canada Corp and CXY Energy Marketing over the period from Nov. 1/98 to March 31/99.

6. A STS Balance Transfer Agreement with Enbridge Gas Distribution Inc. associated with their existing STS contracts allows them the ability to transfer quantities from their Cumulative Storage Balance in the EDA to their Cumulative Storage Balance in the CDA on an annual basis as follows:



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Enbridge Gas Distribution Inc. (“**Enbridge**”) and TransCanada PipeLines Limited (“**TransCanada**”) entered into storage transportation service (“**STS**”) contracts for the provision of STS by TransCanada to Enbridge under STS contract numbers 2623, 18786, 15957 (the “**CDA Contracts**”) and 1140, 13307, and 21854 (the “**EDA Contracts**”) (collectively, the CDA Contracts and EDA Contracts are the “**STS Contracts**”). The parties wish to supplement the STS Contracts to provide for the ability to annually transfer quantities from the then existing Cumulative Storage Balance (as defined in the General Terms and Conditions of TransCanada’s Transportation Tariff) in the EDA Contracts to the Cumulative Storage Balance in the CDA Contracts in accordance with the following terms and conditions. Therefore, the parties agree as follows:

1. Enbridge shall, on or before November 7<sup>th</sup> of each gas year (a gas year being November 1 of a calendar year through October 31 of the following calendar year) during the term of this agreement, provide written notification to TransCanada of the quantity of Cumulative Storage Balance Enbridge wishes to transfer from the EDA Contracts to the CDA Contracts (the “**Transfer Quantity**”). TransCanada shall authorize the transfer of the Transfer Quantity within 30 days where:
  - a. the Transfer Quantity proposed by Enbridge does not exceed the Maximum Transfer Quantity, as defined in Section 2 below, in any gas year; and
  - b. TransCanada determines there is sufficient Cumulative Storage Balance under the EDA Contracts at such time.
2. The “**Maximum Transfer Quantity**” means a maximum aggregate Transfer Quantity for any given gas year of 30,000,000 GJ, minus Enbridge’s Cumulative Storage Balance under the CDA Contracts as of November 1 of such gas year.
3. If at any time during a winter period, as such period is defined in the STS Contracts, Enbridge has transferred the Maximum Transfer Quantity but expects to deplete the aggregate Cumulative Storage Balance under the CDA Contracts prior to the end of such winter period, Enbridge may make a request to transfer an additional Transfer Quantity in excess of the Maximum Transfer Quantity to accommodate the remaining requirements for such winter period. Notwithstanding Sections 1 and 2 above, TransCanada may authorize such additional Transfer Quantity as soon as reasonably possible, but not later than 30 days after such request, where TransCanada determines there is sufficient Cumulative Storage Balance under the EDA Contracts at such time.

## **Appendix B. Assignment of PALS Contract**

Article 7.5 was added to Parking and Loan Service (“PALS”) master contracts (see Appendix C) stating that the contract is not assignable. TCPL did not believe there was a need for assignment of master contracts since they are readily available to all shippers and do not require financial assurances. Specific rights and obligations (i.e. price, term, quantity and financial assurance requirements) are defined in the individual PALS Exhibits and not in the master contracts.

TCPL will conduct further analysis of the need, costs and risks associated with assignment of master contracts. Upon completion of this analysis, TCPL will, if necessary, bring forward changes to the *pro forma* PALS Contract to the Tolls Task Force for consideration.

An example of the additional clause from Contract 13736, The Corporation of the City of Kitchener, follows:

7.5            This PALS Contract may not be assigned.

The *pro forma* PALS Contract contains no such article.

## **Appendix C. Three-Party Agreement**

The contract listed in Appendix D was issued with two or more parties listed as “Shipper”. The *pro forma* PALS Contract only contemplates one party as Shipper and signatory. TCPL submits that the different wording used is fully consistent with the spirit and intent of the *pro forma* PALS Contract and accordingly does not propose any change.

A sample modification from Contract 10469 between TCPL, UMC Petroleum Corporation and United Meridian Corporation follows:

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PARKING AND LOAN SERVICE (PALS) CONTRACT

THIS CONTRACT, made for PARKING AND LOAN SERVICE as of the 19th day of August,  
1997.

BETWEEN:

TRANSCANADA PIPELINES LIMITED  
a Canadian corporation  
("TransCanada")  
  
OF THE FIRST PART  
  
and  
  
UMC PETROLEUM CORPORATION  
  
a Company incorporated under the laws of  
the State of Texas  
("PALS Account Holder")  
  
OF THE SECOND PART  
  
and  
  
UNITED MERIDIAN CORPORATION  
a company incorporated under the laws of  
the State of Texas  
(UMC)

WITNESSES THAT:

The language in the *pro forma* PALs Contract is as follows:

BETWEEN: TRANSCANADA PIPELINES LIMITED  
a Canadian corporation  
("TransCanada")  
  
OF THE FIRST PART  
  
and  
  
\_\_\_\_\_  
\_\_\_\_\_  
  
\_\_\_\_\_  
("PALS Account Holder")  
  
OF THE SECOND PART

**Appendix D. FT Contract Splits**

J.P. Morgan Commodities Canada Corporation FT contract has been modified as follows:

**ARTICLE II - GAS TO BE TRANSPORTED**

- 2.1 Subject to the provisions of this Contract, the FT Toll Schedule, the List of Tolls, and the General Terms and Conditions referred to in Section 7.1 hereof, TransCanada shall provide transportation service hereunder for Shipper as follows:
- (i) 126,607 GJ/d of natural gas from the Niagara Falls receipt point to the Kirkwall delivery point for the period of November 1, 2012 or as soon as possible thereafter to October 31, 2013, then
  - (ii) 44,607 GJ/d of natural gas from the Niagara Falls receipt point to the Enbridge CDA delivery point for the period of November 1, 2013 or as soon as possible thereafter to October 31, 2023, and
  - (iii) 82,000 GJ/d of natural gas from the Niagara Falls receipt point to the GMIT EDA delivery point for the period of November 1, 2013 or as soon as possible thereafter to October 31, 2023

Kirkland Lake Power Corp. FT contract has been modified as follows:

1.2 The date of commencement of for the Tranche 2 portion of the service hereunder (the "Tranche 2 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 (10<sup>th</sup>) day following the day on which Shipper received TransCanada's Notice;

PROVIDED that Shipper shall not be obligated to a Tranche 2 Date of Commencement which is earlier than the 1<sup>st</sup> day of November, 2018, unless mutually agreed upon by both parties.

1.3 The date of commencement for the Tranche 1 portion of the service (as described in Exhibit 1) shall be November 1, 2016 (the "Tranche 1 Date of Commencement") and will terminate on October 31, 2018 or upon the day prior to the Tranche 2 Date of Commencement, if the Tranche 2 Date of Commencement is not November 1, 2018.

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TRANCHE 1:

For the period of November 1, 2016 – October 31, 2018 or, if the “Tranche 2” portion of the service commences upon a date other than November 1, 2018, then upon the day prior to commencement of “Tranche 2” portion of the service;

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

Union NDA

The Receipt Point hereunder is the point of interconnection between the pipeline facilities of TransCanada and NOVA Gas Transmission Ltd. which is located at:

Empress

TRANCHE 2:

For the period of November 1, 2018 to October 31, 2031 as per Article 1;

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

Union NDA

The Receipt Point hereunder is the point of interconnection between the pipeline facilities of TransCanada and Union Gas Limited which is located at:

Union Parkway Belt

TCPL proposes no changes to these contracts.

**Appendix E. Firm Multiple Alternate Delivery Points**

Union Gas Limited holds a FT contract that includes two firm delivery points, Union NCDA and Union CDA:

This is EXHIBIT "2" to the EASTERN ZONE FIRM  
SERVICE CONTRACT for FIRM TRANSPORTATION SERVICE, to the  
CENTRAL DELIVERY AREA, made as of the       day of       ,  
1988 between TRANSCANADA PIPELINES LIMITED ("TransCanada")  
and ICG UTILITIES (ONTARIO) LTD ("Shipper").

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

Bracebridge  
Gravenhurst  
Orillia  
Huntsville  
South River  
Muskoka Falls  
Madill

1.        The following TransCanada Delivery Point in  
TransCanada's Central Delivery Area shall be added to  
Exhibit "2" of the Unbundled FS-CDA Contract:

Parkway

**Appendix F. NBJ LTFP – Associated FT contracts**

- The following are excerpts of the Associated FT contracts setting out the non-standard terms

**Provision to allow all required fuel to be provided at the nominated NBJ LTFP receipt point**

**ARTICLE II - GAS TO BE TRANSPORTED**

2.1 Subject to the provisions of this Contract, the FT Toll Schedule, the List of Tolls, and the General Terms and Conditions referred to in Section 7.1 hereof, 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 to the End Date, shall not exceed \_\_\_\_ GJ (the "Contract Demand").

2.2 For the purposes of Section IV (1)(a) of the General Terms and Conditions, for each day that Shipper's Authorized Quantity is accepted by TransCanada for transportation, Shipper may nominate and make available to TransCanada at the applicable receipt points under Shipper's NBJ LTFP Contract its Fuel Quantity under this Contract for the Authorized Quantity, provided:

- a) such Fuel Quantity shall be calculated by applying the applicable monthly fuel ratio respecting transportation service from North Bay Junction to the nominated delivery point; and
- b) Shipper's nomination on such day with respect to Shipper's Authorized Quantity is from the Receipt Point of North Bay Junction; and
- c) Shipper holds a NBJ LTFP Contract for a quantity equal to the Contract Quantity under this Contract on such day.

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Provisions for commencement and termination in the event NBJ LTFP is not implemented

For Conversion Shippers:

WHEREAS Shipper has entered into the precedent agreement identified in Exhibit "2" containing conditions precedent that are required to be satisfied or waived prior to the commencement of North Bay Junction Long Term Fixed Price ("NBJ LTFP") Service and the service under this Contract that is associated with NBJ LTFP Service ("NBJ LTFP Precedent Agreement") and

**ARTICLE I - COMMENCEMENT OF SERVICE**

1.1 Commencement of service hereunder is subject to the satisfaction or waiver of all conditions precedent in accordance with the NBJ LTFP Precedent Agreement.

1.2 The date of commencement of service hereunder shall be the later of the \_\_\_ day of \_\_\_, 20\_\_ or the first calendar day of the month following the satisfaction and waiver of all conditions precedent in accordance with the NBJ LTFP Precedent Agreement, unless otherwise agreed to in writing by the Parties (the "Date of Commencement").

1.3 In the event any of the conditions precedent are not satisfied or waived in accordance with the NBJ LTFP Precedent Agreement, this Contract will terminate.

**ARTICLE V - TERM OF CONTRACT**

5.1 If service commences, this Contract shall end on the last day of the month that is \_\_\_ consecutive months following the Date of Commencement ("End Date").

**EXHIBIT "2" – NBJ LTFP Precedent Agreement**

This is EXHIBIT "2" to the FIRM TRANSPORTATION SERVICE CONTRACT made as of the 15<sup>th</sup> day of October, 2018 between TRANSCANADA PIPELINES LIMITED ("TransCanada") and \_\_\_\_\_ ("Shipper").



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A NBJ LTFP Precedent Agreement between TransCanada and Shipper dated as of the 15<sup>th</sup> day of October, 2018.

For ECOS Shippers:

WHEREAS Shipper has entered into the precedent agreement identified in Exhibit "2" containing conditions precedent that are required to be satisfied or waived prior to the commencement of NBJ LTFP Service and the service under this Contract that is associated with NBJ LTFP Service ("NBJ LTFP Precedent Agreement"); and

**ARTICLE I - COMMENCEMENT OF SERVICE**

1.1 Commencement of service hereunder is subject to:

- a) the satisfaction or waiver of all conditions precedent in accordance with the NBJ LTFP Precedent Agreement; and
- b) in the event any of the conditions precedent are not satisfied or waived in accordance with the NBJ LTFP Precedent Agreement, Shipper will have fifteen (15) calendar days to provide Notice of termination of this Contract ("Shipper Notice Period").

1.2 The date of commencement of service hereunder shall be the later of ("Date of Commencement"):

- a) the \_\_ day of \_\_, 20\_\_; or
- b) the first calendar day of the month following the satisfaction and waiver of all conditions precedent in accordance with the NBJ LTFP Precedent Agreement, unless otherwise agreed to in writing by the Parties; or
- c) the first calendar day of the month following the Shipper Notice Period in the event Shipper does not elect to terminate.

**ARTICLE V - TERM OF CONTRACT**

5.1 If service commences, this Contract shall end on the last day of the month that is \_\_ consecutive months following the Date of Commencement ("End Date").

**EXHIBIT "2" – NBJ LTFP Precedent Agreement**

This is EXHIBIT "2" to the FIRM TRANSPORTATION SERVICE CONTRACT made as of the 15<sup>th</sup> day of October, 2018 between TRANSCANADA PIPELINES LIMITED ("TransCanada") and \_\_\_\_\_ ("Shipper").

A NBJ LTFP Precedent Agreement between TransCanada and Shipper dated as of the 15<sup>th</sup> day of October, 2018.

For NCOS shippers awarded Interim Capacity:

WHEREAS Shipper has entered into the precedent agreement identified in Exhibit "2" containing conditions precedent that are required to be satisfied or waived prior to the commencement of North Bay Junction Long Term Fixed Price ("NBJ LTFP") Service and the service under this Contract that is associated with NBJ LTFP Service ("NBJ LTFP Precedent Agreement"); and

WHEREAS Shipper has entered into the precedent agreement identified in Exhibit "3" ("Precedent Agreement") committing Shipper to enter a Firm Transportation service agreement ("FT Contract"), which service requires the construction of new facilities or the acquisition of Transportation By Other ("TBO") capacity; and

WHEREAS this Contract is to provide Shipper with interim service until service under the FT Contract is ready to commence; and

**ARTICLE I - COMMENCEMENT OF SERVICE**

1.1 Commencement of service hereunder is subject to the satisfaction or waiver of all conditions precedent in accordance with the NBJ LTFP Precedent Agreement.

1.2 If the condition in Section 2(b) of the NBJ LTFP Precedent Agreement with respect to service under this Contract has been satisfied or waived, but other conditions precedent are not satisfied or waived by TransCanada in accordance with the NBJ LTFP Precedent Agreement, Shipper will have fifteen (15) calendar days to provide Notice of termination of this Contract ("Shipper Notice Period"). If the

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condition in Section 2(b) of the NBJ LTFP Precedent agreement with respect to service under this Contract has not been satisfied or waived by TransCanada, this Contract will terminate.

1.3 The date of commencement of service hereunder shall be the later of ("Date of Commencement"):

- a) the \_\_\_ day of \_\_\_, 20\_\_\_; or
- b) the first calendar day of the month following the satisfaction and waiver of all conditions precedent in accordance with the NBJ LTFP Precedent Agreement, unless otherwise agreed to in writing by the Parties; or
- c) the first calendar day of the month following the Shipper Notice Period in the event Shipper does not elect to terminate.

**EXHIBIT "2" – NBJ LTFP Precedent Agreement**

This is EXHIBIT "2" to the FIRM TRANSPORTATION SERVICE CONTRACT made as of the \_\_\_ day of \_\_\_, 20\_\_\_ between TRANSCANADA PIPELINES LIMITED ("TransCanada") and \_\_\_\_\_("Shipper").

A NBJ LTFP Precedent Agreement between TransCanada and Shipper dated as of the \_\_\_ day of \_\_\_, 20\_\_\_.

**EXHIBIT "3" – Precedent Agreement**

This is EXHIBIT "3" to the FIRM TRANSPORTATION SERVICE CONTRACT made as of the \_\_\_ day of \_\_\_, 20\_\_\_ between TRANSCANADA PIPELINES LIMITED ("TransCanada") and \_\_\_\_\_("Shipper").

A Precedent Agreement between TransCanada and Shipper dated as of the \_\_\_ day of \_\_\_, 20\_\_\_.

**Provision for Associated FT shippers who hold an STS Contract**

7.4 Provided and for so long as Shipper holds a NBJ LTFP Contract for a contract quantity equal to the contract quantity under this Contract, this Contract shall be deemed a FT Contract with a receipt point at Empress for the purposes of Section 1.1(a) of the STS Toll Schedule and Shipper's STS Contract, if applicable. For clarity, this provision

does not preclude any party from seeking to change or eliminate STS service effective after December 31, 2020.

**Provision for Termination of the Interim Associated FT Contract**

**ARTICLE V - TERM OF CONTRACT**

5.1 If service commences, this Contract shall end on the later of ("End Date"):

- a) the last day of the month in which the Precedent Agreement is terminated unless a later date is agreed to in writing by the Parties; or
- b) the day prior to the date service under the FT Contract commences; or
- c) in the event the facilities or TBO capacity required to provide service under the FT Contract are delayed past October 31, 2022, the date TransCanada determines it no longer has capacity under operational arrangements or otherwise necessary to provide the service hereunder.

5.2 In the event of termination pursuant to Section 5.1(c), TransCanada will provide at least thirty (30) days Notice of termination.

5.3 Shipper is not entitled to renew this Contract pursuant to Section 8 of the FT Toll Schedule.

**Appendix G. Acknowledgment that contract has been entered into in Calgary, Alberta**

- The following excerpt in the below FT contract acknowledges that the contract shall be deemed to have been entered into in Calgary, Alberta.
- 7.4 The parties hereto acknowledge that this Contract will only be effective upon receipt of the Customer's consent to enter into the Contract at TCPL's head office in Calgary, Alberta, and that consequently this Contract shall be deemed to have been entered into in Calgary, Alberta.
- 
- The following excerpt in the below EDGA contract acknowledges that the contract shall be deemed to have been entered into in Calgary, Alberta.
- 7.5 The parties hereto acknowledge that this EDGA Contract will only be effective upon receipt of IFO's consent to enter into the EDGA Contract at TCPL's head office in Calgary, Alberta, and that consequently this EDGA Contract shall be deemed to have been entered into in Calgary, Alberta.