

Canadian Mainline Receipt and Delivery Point Shift Request Procedure

GENERAL INFORMATION

A Firm Transportation ("FT"), Non-Renewable Firm Transportation ("FT-NR") or Firm Transportation Short Notice ("FT-SN") shipper can request to have the receipt and/or delivery point of their contract temporarily or permanently shifted from the contracted location(s) to an alternate receipt and/or delivery point.

Temporary shifts are outlined in the FT, FT-NR and FT-SN Toll Schedules as follows:

"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."

For a temporary shift, after the applicable shift term has concluded, the contract reverts back to the original path. Please refer to section 9 of the FT, FT-NR and FT-SN Toll Schedules, as the case may be, for more details on temporary receipt and delivery point shifts.

A shipper may also request a permanent shift whereby the new requested path becomes the primary contract path. Once a permanent shift becomes effective, the shipper's renewal rights will be for that new path. In other words, a permanently shifted contract does not revert back to the original path after the remaining term of the contract has expired. More details on permanent shifts can be seen below.

Both temporary and permanent shift requests from shippers will be dealt with on a case-by-case basis and may be authorized in TransCanada's sole discretion.

TransCanada will require all shift requests to meet the following conditions in order to advance the requests:

- The shipper's shift request must be for an extraordinary circumstance (e.g. an industrial plant closure) that, in TransCanada's opinion, constitutes a legitimate loss of supply and/or market, and is driven by factors that are substantially out of the shipper's control.
- The requesting shipper must provide a written explanation of their legitimate loss of supply and/or market, and TransCanada must be able to confirm that such loss has occurred. Please provide this explanation within the Receipt and Delivery Point Shift Request Form on page 4 below.

After the above conditions have been satisfied, TransCanada will then also consider other criteria relevant to the shift request including, but not limited to, the following:

- Impacts to available capacity
- Impacts to revenue
- Impacts to open seasons
- Impacts to operational risk

- Financial assurances / credit
- If the original contract underpinned an expansion
- The requested start date of the shift
- Whether the shift request is for a permanent shift or a temporary shift

Only after all conditions and criteria are reviewed, and TransCanada is comfortable that the shift will not significantly impact the Mainline shipper base, will the shift request be authorized.

TEMPORARY AND PERMANENT SHIFT DETAILS

The requesting shipper should note the following particulars concerning shifts:

- A shipper may apply to shift the full contract demand as specified in the contract, or any portion thereof.
- Upon acceptance by TransCanada of a shift, transportation service will be firm in accordance with subsection 2.1 of the FT, FT-NR and FT-SN Toll Schedules.
- Shipper's renewal rights on a temporarily shifted contract will be for the original contracted path.
- Shipper's renewal rights on a permanently shifted contract will be for the new path.
- If the shipper executes an Exhibit "B" to any STS-L contract, the shipper will not be entitled to a receipt and/or delivery point shift for any of the linked FT contracts during the linked term as set out in such Exhibit "B".

TEMPORARY AND PERMANENT SHIFT TOLLING

Per section 9.3 of the FT, FT-NR and FT-SN Toll Schedules, if a shift is authorized by TransCanada, the shipper shall pay the following:

- The greater of the applicable Monthly Demand Toll and the Monthly Abandonment Surcharge payable for transportation from the original receipt point to the original delivery point specified in the contract, and the applicable Demand Toll and Abandonment Surcharge which applies:
 - i. from the original receipt point to the new delivery point;
 - ii. from the new receipt point to the original delivery point; or
 - iii. from the new receipt point to the new delivery point;
 as the case may be.
- 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 new delivery point, plus any fuel related to the delivery pressure.
- 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.
- The applicable Demand Charges set out in subsections 9.3 a), b) and c) are payable by the shipper notwithstanding any failure by the shipper during such month, for any reason whatsoever, including force majeure or a default by the shipper under Section 2.1, to deliver the shipper's receipt gas to TransCanada at the new receipt point.
 - The shipper will 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 new receipt and/or delivery point.

For a temporary shift, the shipper will pay the "greater of" Demand and Abandonment Charges set out above until the end of the applicable shift term. After the shift term has ended, and the contract reverts back to the original path, the shipper will pay the Demand and Abandonment Charges applicable to that original path.

For a permanent shift, the shipper will pay the "greater of" Demand and Abandonment Charges set out above until the last effective date as specified in the contract at the time of the shift request. After that last effective date, should the shipper have chosen to renew their contract for the new path, the shipper will pay the applicable Demand and Abandonment Charges for that new path.

QUESTIONS

If you would like to submit a Receipt and/or Delivery Point Shift Request please fill out the Form on the following page and fax it to **Mainline Contracting at (403) 920-2343**.

If you have any questions or want more information on TransCanada's Receipt and Delivery Point Shift Request Procedure, please refer to the FT, FT-NR or FT-SN Toll Schedules or contact your Customer Account Manager.

Calgary

Alex Harris (403) 920-6201
Gordon Betts (403) 920-6834
Mike Mazier (403) 920-2651

Toronto

Don Bell (416) 869-2191
Tim Stringer (416) 869-2177
Amelia Cheung (416) 869-2115
Lisa DeAbreu (416) 869-2171
Catherine Young (416) 869-2101
Reena Mistry (416) 869-2159

Canadian Mainline Receipt and Delivery Point Shift Request Form

Please note all information on this form is required by TransCanada in order to consider the shift request.

Date of Request		
Contact Name & Phone No.	Name:	Ph:
Legal Company Name		
Contract #		
Contract Expiry Date		
Contracted Path (receipt / delivery)		
Shift Requested Path (receipt / delivery)		
Permanent Shift or Temporary Shift (circle your preference)	Permanent	<div style="text-align: center;">Temporary</div> <p>If temporary, please state the requested end date for the shift:</p> <p style="text-align: center;">_____</p> <p><small>(Note: End date cannot be less than 3 months from the requested start date of the shift and cannot exceed the remaining term of the contract).</small></p>
Shift Requested Start Date		
Shift Requested Quantity (GJ/day)		

Please state the reason for the shift request and any other information TransCanada should know about in order to verify the circumstances of the request.	
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Upon approval of a receipt and/or delivery point shift by TransCanada, shipper will have five (5) business days to execute the Amending Agreement and return to TransCanada. If not executed, the shift request will be cancelled.

Please fax this Shift Request Form to: **Mainline Contracting @ (403) 920-2343**

Signed: _____

Date: _____