

TRANSPORTATION ACCESS PROCEDURES

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1. DEFINITIONS

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

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

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

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

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

2. PURPOSE

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

3. APPLICABILITY

- 3.1 TAPs is applicable to all requests for:

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

- (c) LH to SH Conversion

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

4. ACCESS TO EXISTING CAPACITY

4.1 Posting of Existing Capacity

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

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

4.2 The Existing Capacity Open Season

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

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

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

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

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

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

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

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

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

4.3 Pricing of Existing Capacity

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

4.4 Allocation of Existing Capacity

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

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

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

4.5 Notification to Service Applicants

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

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

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

4.6 Daily Existing Capacity Open Seasons

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

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

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

5. ACCESS TO NEW CAPACITY

5.1 The New Capacity Open Season

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

5.2 Bidding in the New Capacity Open Season

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

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

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

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

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

5.3 Allocation of Capacity

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

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

- (ii) Then by the requested Date of Commencement, with the earliest requested Date of Commencement having the highest priority, provided that such commencement date is not earlier than the New Service Start Date.

- (b) If two (2) or more NCOS Bid Forms or combinations of NCOS Bid Forms have the same ranking, as determined by the procedure set in Subsection 5.3(a) and the New Capacity is not sufficient to provide service for the quantities requested in those NCOS Bid Forms or combination of NCOS Bid Forms, then the New Capacity shall be allocated (rounded to the nearest GJ) on a pro-rata basis based on the maximum capacity requested in each NCOS Bid Form.

- (c) If the pro-rata share of remaining New Capacity allocated to an NCOS Bid Form pursuant to Subsection 5.3(b) is less than the minimum capacity specified in such NCOS Bid Form, that NCOS Bid Form shall be deemed to be rejected by TCPL and the remaining New Capacity shall be reallocated under Subsection 5.3(b) excluding such NCOS Bid Form.

- (d) TCPL shall allocate New Capacity to the NCOS Bid Forms with the highest rankings until all the NCOS Bid Forms have been processed or until all New Capacity has been allocated. If an offer of New Capacity is deemed to be withdrawn or rejected, pursuant to Subsection 5.4(c) or Section 5.5, then this New Capacity will be reallocated sequentially to the remaining NCOS Bid Forms according to the procedures in Subsections 5.3(a), (b), and (c).

5.4 Notification to Service Applicants

- (a) TCPL will use reasonable efforts to notify, as soon as possible but in no event longer than fifteen (15) Banking Days of the close of the Open Season, by telephone, fax or otherwise, all Successful Bidders.

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

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

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

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

- (ii) The Financial Assurances Agreement.

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

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

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

5.5 Non-Acceptance of Offers

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

5.6 Inclusion of Existing Capacity

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

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

6. ACCESS TO MDS CAPACITY

6.1 Offering of MDS Capacity

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

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

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

6.2 The MDS Open Season

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

6.3 Allocation of MDS Capacity

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

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

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

- III) TCPL retains the right to allocate capacity to any remaining bid forms for FT service not allocated capacity in accordance with Subsections (I) or (II).

- (c) If two (2) or more MDS Bid Forms have the same ranking, determined in accordance with Subsection 6.3(a) or Subsection 6.3(b), and the MDS Capacity is not sufficient to provide service for the quantities requested in those MDS Bid Forms, then the MDS Capacity shall be allocated (rounded to the nearest GJ) on a pro-rata basis based on the maximum capacity requested in each MDS Bid Form.

- (d) If the pro-rata share of the remaining MDS Capacity allocated to an MDS Bid Form pursuant to Subsection 6.3(c) is less than the minimum capacity specified in such MDS Bid Form, that MDS Bid Form shall be deemed to be rejected by TCPL and the remaining MDS Capacity shall be reallocated under Subsection 6.3(c) excluding such MDS Bid Form.

- (e) TCPL shall allocate MDS Capacity to the MDS Bid Forms with the highest rankings until all the MDS Bid Forms have been processed or until all MDS Capacity has been allocated. If TCPL withdraws the offer pursuant to Subsection 6.3(d), then this MDS Capacity will be reallocated sequentially to the remaining MDS Bid Forms according to the procedures in this Section 6.

- (f) TCPL is not obligated to accept MDS Bid Forms for MDS Capacity offered pursuant to Subsection 6.1(f) or bid forms for FT Service and MDS Bid Forms for capacity offered pursuant to Subsection 6.1(g) if:
 - (i) TCPL's aggregate contract quantity threshold for MDS Capacity acceptable to TCPL, in its sole discretion, is not achieved; or
 - (ii) TCPL, in its sole discretion, determines through its analysis the MDS offering will not achieve a net benefit to the Mainline System.

6.4 Notification to Service Applicants

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

6.5 Posting of Open Season Results

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

7. MISCELLANEOUS PROVISIONS

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

APPENDIX "A"

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

System Segment: _____

The Delivery Point: _____ The Receipt Point: _____

Date of Commencement: _____

Service Termination Date/MFP End Date: _____

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

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

Allocated Capacity: _____ GJ/Day

Service Applicant _____

Contact: _____

Address: _____

Telephone: _____ Fax: _____ Email: _____

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

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

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

Dated this _____ Day of _____, 20 ____.

Service Applicant: _____

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

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

APPENDIX "B"

DECOS BID FORM AND TRANSPORTATION CONTRACT

1. Service Applicant submits this DECOS Bid Form for the following transportation service:
 - (a) System Segment: _____
 - (b) Receipt Point: _____
 - (c) Delivery Point: _____
 - (d) Date of Commencement: _____
 - (e) Service Termination Date: _____
 - (f) Number of other Bid Forms this DECOS Bid Form is conditional on: _____
(see attached)
 - (g) Maximum Capacity: _____ GJ/Day
 - (h) Minimum Capacity: _____ GJ/Day

2. TCPL and Service Applicant agree that if TCPL accepts this DECOS Bid Form and allocates capacity to Service Applicant pursuant to Section 4.4 and Subsection 4.6(i) of TCPL's Transportation Access Procedures ("**Allocated Capacity**"), the following shall apply:
 - (a) TCPL's pro forma _____ Transportation Contract as amended or approved from time to time by the CER is incorporated into and shall by reference be made part of this Appendix "B";
 - (b) For the purposes of the applicable Transportation Contract, the following shall apply:
 - (i) For the purposes of Section 2.1, the Contract Demand shall be the Allocated Capacity of _____ GJ/Day;
 - (ii) For the purposes of Section 2.1 and Section 5.1, the service termination date shall be _____;
 - (iii) For the purposes of Section 3.1, the Delivery Point shall be _____;
 - (iv) For the purposes of Section 3.2, the Receipt Point, shall be _____; and
 - (v) For the purposes of Section 6.1, Notices shall be directed to Service Applicant/Customer as follows:

(i) Mailing Address: _____

(ii) Delivery Address: _____

(iii) Nominations: Attention: _____
Fax: _____
Email: _____

(iv) Bills: Attention: _____
Fax: _____
Email: _____

(v) Other Matters: Attention: _____
Fax: _____
Email: _____

Dated this _____ Day of _____, 20_____.

SERVICE APPLICANT/CUSTOMER

TRANSCANADA PIPELINES LIMITED

Signed: _____
Name: _____
Title: _____

Signed: _____
Name: _____
Title: _____

Signed: _____
Name: _____
Title: _____

Signed: _____
Name: _____
Title: _____

APPENDIX "C"

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

Existing LH Contract Number: _____

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

Date of Commencement of LH to SH Conversion: _____

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

Service Termination Date: _____

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

Maximum Capacity to convert: _____ GJ/Day

Minimum Capacity to convert: _____ GJ/Day

Requested SH Contract Receipt Point: _____

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

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

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

Allocated Capacity: _____ GJ/Day

Service Applicant Contact:

Name: _____

Address: _____

Telephone: _____ Fax: _____ Email: _____

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

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

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

Dated this _____ Day of _____, 20 ____.

Service Applicant: _____

Signed: _____

Name: _____

Title: _____

Signed: _____

Name: _____

Title: _____

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

APPENDIX "D"

LH TO SH CONVERSION DECOS BID FORM

Existing LH Contract Number: _____

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

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

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

Maximum Capacity to convert: _____ GJ/Day

Minimum Capacity to convert: _____ GJ/Day

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

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

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

Allocated Capacity: _____ GJ/Day

Service Applicant Contact:

Name: _____

Address: _____

Telephone: _____ Fax: _____ Email: _____

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

Service Applicant agrees that:

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

Dated this _____ Day of _____, 20____.

Service Applicant: _____

Signed: _____

Name: _____

Title: _____

Signed: _____

Name: _____

Title: _____

APPENDIX "E"

MDS BID FORM

Dates of Open Season: _____

Receipt Point: _____ Delivery Point: _____

Requested MDS Date of Commencement: _____

Requested MDS End Date: _____

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

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

Service Applicant: _____

Contact: _____

Address: _____

Telephone: _____

Fax: _____

Email: _____

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

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

Indicate number of Bid Forms attached: _____

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

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

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

Dated this ____ Day of _____, 20____.

Service Applicant Legal Name: _____

Signed: _____

Name: _____

Title: _____

Signed: _____

Name: _____

Title: _____