

**FIRM TRANSPORTATION SERVICE CONTRACT**

THIS FIRM TRANSPORTATION SERVICE CONTRACT, made as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

BETWEEN:

TRANSCANADA PIPELINES LIMITED  
a Canadian corporation  
("TCPL")

OF THE FIRST PART

and

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

("Customer")

OF THE SECOND PART

WITNESSES THAT:

WHEREAS TCPL owns and operates a natural gas pipeline system extending from a point near the Alberta/Saskatchewan border where TCPL's facilities interconnect with the facilities of NOVA Gas Transmission Ltd. easterly to the Province of Quebec with branch lines extending to various points on the Canada/United States of America International Border; and

WHEREAS Customer has satisfied in full, or TCPL has waived, each of the conditions precedent set out in Subsections 1.1 (b) and (c) of TCPL's Firm Transportation Service Toll Schedule referred to in Section 7.1 hereof (the "FT Toll Schedule"); and

WHEREAS Customer has requested and TCPL has agreed to transport quantities of gas, that are delivered by Customer or Customer's agent to TCPL at the Receipt Point(s) referred to in Section 3.2 hereof (the "Receipt Point(s)"), to the Delivery Point(s) referred to in Section 3.1 hereof (the "Delivery Point(s)") pursuant to the terms and conditions of this Contract; and

**(Insert A)**

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

NOW THEREFORE THIS CONTRACT WITNESSES THAT, in consideration of the covenants and agreement herein contained, the parties hereto covenant and agree as follows:

**ARTICLE I – COMMENCEMENT OF SERVICE**

**(Insert B)**

**ARTICLE II – GAS TO BE TRANSPORTED**

2.1 Subject to the provisions of this Contract, the FT Toll Schedule, the List of Tolls, and the General Terms and Conditions referred to in Section 7.1 hereof, TCPL shall provide transportation service hereunder for Customer in respect of a quantity of gas which, in any one day from the Date of Commencement until the \_\_\_ day of \_\_\_\_\_, \_\_\_\_, shall not exceed \_\_\_\_\_ GJ (the "Contract Demand").

**ARTICLE III – DELIVERY POINT(S) AND RECEIPT POINT(S)**

3.1 The Delivery Point(s) hereunder are those points specified as such in Exhibit "1" which is attached hereto and made a part hereof.

3.2 The Receipt Point(s) hereunder are those points specified as such in Exhibit "1" hereof.

**ARTICLE IV – TOLLS**

4.1 Customer shall pay for all transportation service hereunder from the Date of Commencement in accordance with TCPL's FT Toll Schedule, List of Tolls, and General Terms and Conditions set out in TCPL's Transportation Tariff as the same may be amended or approved from time to time by the Canada Energy Regulator ("CER").

**(Insert C)**

**ARTICLE V – TERM OF CONTRACT**

5.1 This Contract shall be effective from the date hereof and shall continue until the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

**ARTICLE VI – NOTICES**

6.1 Any notice, request, demand, statement or bill (for the purpose of this paragraph, collectively referred to as "Notice") to or upon the respective parties hereto shall be in writing and shall be directed as follows:

**IN THE CASE OF TCPL: TransCanada PipeLines Limited**

(i) mailing address: P.O. Box 1000  
Station M  
Calgary, Alberta  
T2P 4K5

(ii) delivery address: TC Energy Tower  
450 – 1<sup>st</sup> Street S.W.  
Calgary, Alberta  
T2P 5H1

Attention: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

(iii) nominations: Attention: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

(iv) bills: Attention: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

(v) other matters: Attention: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_



of Tolls, and/or the General Terms and Conditions (the "Revisions") and shall provide Customer with a copy of the Revisions.

7.2 The headings used throughout this Contract, the FT Toll Schedule, the List of Tolls, and the General Terms and Conditions are inserted for convenience of reference only and are not to be considered or taken into account in construing the terms or provisions thereof nor to be deemed in any way to qualify, modify or explain the effect of any such provisions or terms.

7.3 This Contract shall be construed and applied, and be subject to the laws of the Province of Alberta, and, when applicable, the laws of Canada, and shall be subject to the rules, regulations and orders of any regulatory or legislative authority having jurisdiction.

**(Insert D)**

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

[Customer]

TransCanada PipeLines Limited

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT "1"**

This is EXHIBIT "1" to the FIRM TRANSPORTATION SERVICE CONTRACT made as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ between TRANSCANADA PIPELINES LIMITED ("TCPL") and \_\_\_\_\_ ("Customer").

The Delivery Point hereunder is the point of interconnection between the pipeline facilities of TCPL and \_\_\_\_\_ which is located at: \_\_\_\_\_.

The Receipt Point hereunder is the point of interconnection between the pipeline facilities of TCPL and \_\_\_\_\_ which is located at: \_\_\_\_\_.

**DIFFERENT CONTRACT VERSIONS**

**I For a Firm Transportation Service Contract Executed Following Completion of a Precedent Agreement:**

**Insert A**

WHEREAS the parties hereto have heretofore entered into an agreement dated as of the \_\_\_ day of \_\_\_\_\_, 20\_\_, (the "Precedent Agreement") which bound them, subject to the fulfillment or waiver of the conditions precedent therein set forth, to enter into a Contract substantially upon the terms and conditions hereinafter described; and

WHEREAS the conditions precedent of the Precedent Agreement have been satisfied or waived; and

**Insert B**

1.1 TCPL shall use reasonable efforts to have the additional facilities (and/or obtain such transportation arrangements on other gas transmission systems) as may be required to effect the transportation of the gas hereunder (the "Necessary Capacity") in place by the \_\_\_ day of \_\_\_\_\_, 20\_\_, or as soon as possible thereafter. TCPL's ability to provide service by the \_\_\_ day of \_\_\_\_\_, 20\_\_, will be subject to, inter alia:

- (a) the timing of receipt by Customer and TCPL of the authorizations referred to in the Precedent Agreement which are required prior to the commencement of construction of TCPL's facilities and the timing of the commencement of the services required by TCPL (if any) on Other Pipelines; and
- (b) the lead time required for the acquisition, construction and installation of those facilities required by TCPL.

TCPL shall use reasonable efforts to provide Customer with ten (10) days advance Notice of the anticipated availability of the Necessary Capacity (the "Advance Notice"). TCPL shall give Customer Notice of the actual date of availability of the Necessary Capacity ("TCPL's Notice"), and service hereunder shall not commence prior to the actual date of availability of the Necessary Capacity.

- 1.2 The date of commencement of service hereunder (the "Date of Commencement") shall be the earlier of:
- (a) the date for which Customer first nominates and TCPL authorizes service hereunder;  
or
  - (b) the tenth (10th) day following the day on which Customer received TCPL's Notice;

PROVIDED that Customer shall not be obligated to a Date of Commencement which is earlier than the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, unless mutually agreed upon by both parties.

**II Firm Transportation Service Contract Requiring Displacement of a Firm Transportation Service Contract:**

**Insert A**

(nothing)

**Insert B**

- 1.1 As TCPL does not otherwise have sufficient pipeline capacity on its system to offer this service, another Customer who has a long term Firm Transportation Service contract(s) for the purpose of delivering gas to the same Delivery Point(s) (the "Other Contract") must agree to reductions in the Contract Demand under the Other Contract equal to the Contract Demand hereunder effective as of the Date of Commencement.
- 1.2 The date of commencement of service hereunder (the "Date of Commencement") shall be the date for which Customer first nominates, and TCPL authorizes deliveries hereunder, pursuant to the provisions of this Contract.
- 1.3 Notwithstanding Section 5.1 hereof, if the Date of Commencement has not occurred on or before the \_\_\_ day of \_\_\_\_\_, 20\_\_, then either party may at any time thereafter, provided that service shall not have commenced hereunder, terminate this Contract forthwith by Notice to the other party.



**III Firm Transportation Service Contract Not Following a Precedent Agreement and Not Requiring Displacement of a Firm Transportation Service Contract:**

**Insert A**

(nothing)

**Insert B**

1.1 The date of commencement of service hereunder (the "Date of Commencement") shall be the \_\_\_ day of \_\_\_\_\_, 20\_\_.

**IV Contracts with Emerson I and II, Dawn, Niagara Falls, Iroquois, Chippawa or East Hereford as Delivery Points**

**Insert C**

4.2 Customer shall pay for all delivery pressure service hereunder from the Date of Commencement in accordance with TCPL's FT Toll Schedule, List of Tolls and General Terms and Conditions set out in TCPL's Transportation Tariff as the same may be amended or approved from time to time by the CER.

**(a) Emerson I (Viking) Delivery Point**

**Insert D**

**ARTICLE VIII – DELIVERY PRESSURE**

8.1 TCPL shall increase the line pressure of the gas it delivers to Customer at the Delivery Point to the pressure necessary for Customer to have Viking Gas Transmission Company accept receipt of such gas from Customer for transportation from the Delivery Point, provided that, from the Date of Commencement until the termination of this Contract, TCPL shall not be obligated to provide a pressure greater than 5 170 kPa (g).

**(b) Emerson II (Great Lakes) Delivery Point**

**Insert D**

**ARTICLE VIII – DELIVERY PRESSURE**

8.1 TCPL shall increase the line pressure of the gas it delivers to Customer at the Delivery Point to the pressure necessary for Customer to have Great Lakes Gas Transmission Limited Partnership accept receipt of such gas from Customer for transportation from the Delivery Point, provided that, from the Date of Commencement until the termination of this Contract, TCPL shall not be obligated to provide a pressure greater than 5 460 kPa (g).

**(c) Dawn Delivery Point**

**Insert D**

**ARTICLE VIII – DELIVERY PRESSURE**

8.1 TCPL shall increase the line pressure of the gas it delivers to Customer at the Delivery Point to a pressure of not less than 4 850 kPa (g).

**(d) Niagara Falls Delivery Point**

**Insert D**

**ARTICLE VIII – DELIVERY PRESSURE**

8.1 TCPL shall increase the line pressure of the gas it delivers to Customer at the Delivery Point to a pressure of not less than 4 830 kPa (g).

**(e) Iroquois Delivery Point**

**Insert D**

**ARTICLE VIII – DELIVERY PRESSURE**

8.1 TCPL shall increase the line pressure of the gas it delivers to Customer at the Delivery Point to the pressure necessary for Customer to have Iroquois Gas Transmission System, L.P. accept receipt of such gas from Customer for transportation from the Delivery Point,

provided that, from the Date of Commencement until the termination of this Contract, such pressure is not greater than 9 895 kPa (g).

**(f) Chippawa Delivery Point**

**Insert D**

**ARTICLE VIII – DELIVERY PRESSURE**

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

**(g) East Hereford Delivery Point**

**Insert D**

**ARTICLE VIII – DELIVERY PRESSURE**

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