

**STORAGE TRANSPORTATION SERVICE-LINKED CONTRACT**

THIS CONTRACT FOR STORAGE TRANSPORTATION SERVICE-LINKED, made as of the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

BETWEEN:

TRANSCANADA PIPELINES LIMITED  
a Canadian corporation  
("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 International Border; and

WHEREAS TCPL provides firm transportation service from Empress, Alberta or in the Province of Saskatchewan to the Market Point, for parties listed in Exhibit "B" ("The Linked FT Contract(s)" or "The Linked MFP Contract(s)"); and

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

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

**Insert A**

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

**ARTICLE I - COMMENCEMENT OF SERVICE**

**Insert B**

**ARTICLE II - GAS TO BE TRANSPORTED**

**Insert C**

**ARTICLE III - MARKET POINT AND STORAGE POINT(S)**

3.1 The point at which the gas is to be delivered hereunder from storage by TCPL to Customer is the Market Point specified in Exhibit "A". The point at which the gas is to be delivered by TCPL on Customer's behalf to storage is (are) the Storage Injection Point(s) specified in Exhibit "A". The point at which gas is removed from storage for delivery to the Market Point is the Storage Withdrawal Point specified in Exhibit "A".

**ARTICLE IV - TOLLS**

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

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

**ARTICLE V - TERM OF CONTRACT**

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

**ARTICLE VI - NOTICES**

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

**IN THE CASE OF 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: \_\_\_\_\_

**IN THE CASE OF CUSTOMER:**

- (i) mailing address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- (ii) delivery address: \_\_\_\_\_  
\_\_\_\_\_
- (iii) nominations: Attention: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

(iv) bills:	Attention:	_____
	Fax:	_____
	E-mail:	_____
(v) other matters:	Attention:	_____
	Fax:	_____
	Email:	_____

Notice may be given by fax or other electronic means, as determined by TCPL and posted on TCPL's website, and any such Notice shall be deemed to be given four (4) hours after transmission. Notice may also be given by personal delivery or by courier and any such Notice shall be deemed to be given at the time of delivery. Any Notice may also be given by prepaid mail and any such Notice shall be deemed to be given four (4) days after mailing, Saturdays, Sundays and statutory holidays excepted. In the event regular mail service, courier service, fax or other electronic means shall be interrupted by a cause beyond the control of the parties hereto, then the party sending the Notice shall utilize any service that has not been so interrupted to deliver such Notice, including but not limited to telephone. To be deemed to be Notice, any notice given by telephone shall be followed immediately by personal delivery, courier, prepaid mail, fax or other electronic means, and any Notice so given shall be deemed to be given as of the date and time of the telephone call. Each party shall provide Notice to the other of any change of address for the purposes hereof.

**ARTICLE VII - MISCELLANEOUS PROVISIONS**

- 7.1 The STS-L Toll Schedule, the List of Tolls, and the General Terms and Conditions set out in TCPL's Transportation Tariff as amended or approved from time to time by the CER are all by reference made a part of this Contract and operations hereunder shall, in addition to the terms and conditions of this Contract, be subject to the provisions thereof. TCPL shall notify Customer at any time that TCPL files with the CER revisions to the General Terms and Conditions, the List of Tolls, and/or the STS-L Toll Schedule (the "Revisions") and shall provide Customer with a copy of the Revisions.
  
- 7.2 The headings used throughout this Contract, the STS-L Toll Schedule, the List of Tolls, and the General Terms and Conditions are inserted for convenience of reference only and are not to be considered or taken into account in construing the terms or provisions thereof nor to be deemed in any way to qualify, modify or explain the effect of any such provisions or terms.

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

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

[Customer]

TransCanada PipeLines Limited

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

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

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

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

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

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

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

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

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

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

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

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

**EXHIBIT "A"**

This is EXHIBIT "A" to the CONTRACT for STORAGE TRANSPORTATION SERVICE-LINKED, made as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, between TRANSCANADA PIPELINES LIMITED ("TCPL") and \_\_\_\_\_.

The storage injection point(s) hereunder is(are) the point(s) of interconnection between the pipeline facilities of TCPL and \_\_\_\_\_ which is located at: \_\_\_\_\_ (the "Storage Injection Point").

The storage withdrawal point hereunder is the point of interconnection between the pipeline facilities of TCPL and \_\_\_\_\_ which is located at: \_\_\_\_\_ (the "Storage Withdrawal Point").

The market point hereunder is the point of interconnection between the pipeline facilities of TCPL and \_\_\_\_\_ which is located at: \_\_\_\_\_ (the "Market Point").

**EXHIBIT "B"**

This is EXHIBIT "B" to the CONTRACT for STORAGE TRANSPORTATION SERVICE-LINKED, made as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, between TRANSCANADA PIPELINES LIMITED ("TCPL") and \_\_\_\_\_.

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

The FT or MFP Contract, dated \_\_\_\_\_ between TCPL and FT or MFP Customer \_\_\_\_\_ identified by the TCPL contract identifier as \_\_\_\_\_ .

The FT or MFP Customer and the STS-L Customer each hereby agrees and acknowledges that during the period between the first Day of \_\_\_\_ 20\_\_ until the last day of \_\_\_\_\_ 20\_\_ ,(the "Linked Term") TCPL shall be entitled to use all Contract Demand under the Linked FT or MFP Contract for the purpose of determining the STS-L Customer's Daily Operational Injection Quantity.

FT or MFP Customer hereby agrees and acknowledges that if the STS-L Customer assigns all of this STS-L Contract to another party, then this Exhibit "B" shall remain effective for the Linked Term herein.

IN WITNESS WHEREOF, the parties hereto have signed this Exhibit "B" on \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

TRANSCANADA PIPELINES LIMITED

STS-L Customer

per: \_\_\_\_\_

per: \_\_\_\_\_

per: \_\_\_\_\_

per: \_\_\_\_\_

FT or MFP Customer

per: \_\_\_\_\_

per: \_\_\_\_\_

**DIFFERENT CONTRACT VERSIONS**

**I Market is Downstream From Storage - Precedent Agreement Signed**

**Insert A**

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

WHEREAS Customer desires from time to time to have quantities of gas delivered on a firm basis from the Market Point to the Storage Injection Point(s); and

WHEREAS Customer proposes during each period from November 1 to April 15 (the "Winter Period") during the term hereof to have TCPL transport quantities of gas from the Storage Withdrawal Point for delivery to Customer at the Market Point on a firm basis; and

WHEREAS the parties hereto have heretofore entered into an agreement (the "Precedent Agreement") which binds them, subject to the fulfillment or waiver of the conditions precedent therein set forth, to enter into an agreement substantially upon the terms and conditions hereinafter described; and

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

**Insert B**

- 1.1 TCPL shall use reasonable efforts to have such additional facilities (and/or obtain such transportation arrangements on other gas transmission systems) as may be required to effect the transportation of the gas hereunder (the "Necessary Capacity") in place by \_\_\_\_\_, \_\_\_\_\_ or such later date that may result due to a) the timing of the receipt by TCPL and/or other parties requiring same of the authorizations from the Canada Energy Regulator ("CER") and/or other agencies having jurisdiction needed to obtain the Necessary Capacity. 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 \_\_\_\_\_, \_\_\_\_\_.

**Insert C**

2.1 On any day TCPL agrees to deliver the Daily Operational Injection Quantity as requested by Customer from the Market Point to the Storage Injection Points on a firm basis; PROVIDED that TCPL shall not be obligated to transport a quantity of gas on any one day during the term hereof in excess of the Daily Contract Injection Quantity of \_\_\_\_\_ GJ; and

2.2 On any day from November 1 to April 15 on a firm basis, and at other times on a best efforts basis, TCPL agrees to transport and deliver up to the Daily Contract Withdrawal Quantity as requested by Customer from the Storage Withdrawal Point to the Market Point.; PROVIDED that TCPL shall not be obligated to transport a quantity of gas on any one day during the term hereof in excess of the Daily Contract Withdrawal Quantity.

**II Market is Upstream From Storage - Precedent Agreement Signed**

**Insert A**

WHEREAS the Market Point is located upstream of the Storage Withdrawal Point; and

WHEREAS Customer desires during each period from April 16 to October 31 (the "Summer Period") during the term hereof to have quantities of gas, delivered from the Market Point to the Storage Injection Point(s) on a firm basis; and

WHEREAS Customer proposes from time to time during the term hereof to have TCPL transport quantities of gas from the Storage Withdrawal Point to the Market Point on a firm basis; and

WHEREAS the parties hereto have heretofore entered into an agreement (the "Precedent Agreement") which binds them, subject to the fulfillment or waiver of the conditions precedent therein set forth, to enter into enter into an agreement substantially upon the terms and conditions hereinafter described; and

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

**Insert B**

- 1.1 TCPL shall use reasonable efforts to have such additional facilities (and/or obtain such transportation arrangements on other gas transmission systems) as may be required to effect the transportation of the quantities hereunder (the "Necessary Capacity") in place by \_\_\_\_\_, \_\_\_\_\_ or such later date that may result due to the timing of the receipt by TCPL and/or other parties requiring same of the authorizations from the Canada Energy Regulator ("CER") and/or other agencies having jurisdiction needed to obtain the Necessary Capacity. 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 \_\_\_\_\_, \_\_\_\_\_.

**Insert C**

- 2.1 On any day from April 16 to October 31 on a firm basis, and at other times on a best efforts basis, TCPL agrees to deliver the Daily Operational Injection Quantity as requested by

Customer from the Market Point to the Storage Injection Point(s); PROVIDED that TCPL shall not be obligated to transport a quantity of gas on any one day in excess of the Daily Contract Injection Quantity \_\_\_\_\_ GJ; and

- 2.2 On any day during the term hereof TCPL agrees to transport and deliver up to the Daily Contract Withdrawal Quantity as requested by Customer from the Storage Withdrawal Point to the Market Point; on a firm basis PROVIDED that TCPL shall not be obligated to transport a quantity of gas on any one day during the term hereof in excess of the Daily Contract Withdrawal Quantity.

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

**Insert A**

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

WHEREAS Customer desires from time to time to have quantities of gas delivered on a firm basis from the Market Point to the Storage Injection Point(s); and

WHEREAS Customer proposes during each period from November 1 to April 15 (the "Winter Period") during the term hereof to have TCPL transport quantities of gas from the Storage Withdrawal Point for delivery to Customer at the Market Point on a firm basis; and

WHEREAS Customer has satisfied in full, or TCPL has waived, each of the conditions precedent set out in Section 1.1 of TCPL's STS-L Toll Schedule.

**Insert B**

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

**Insert C**

- 2.1 On any day during the term hereof TCPL agrees to deliver the Daily Operational Injection Quantity as requested by Customer from the Market Point to the Storage Injection Point on a firm basis; PROVIDED that TCPL shall not be obligated to transport a quantity of gas on any

one day during the term hereof in excess of the Daily Contract Injection Quantity \_\_\_\_\_ GJ; and

- 2.2 On any day from November 1 to April 15 on a firm basis, and at other times on a best efforts basis, TCPL agrees, to transport and deliver up to the Daily Contract Withdrawal Quantity as requested by Customer from the Storage Withdrawal Point to the Market Point; PROVIDED that TCPL shall not be obligated to transport a quantity of gas on any one day during the term hereof in excess of the Daily Contract Withdrawal Quantity.

**IV Market is Upstream From Storage - No Precedent Agreement**

**Insert A**

WHEREAS the Market Point is located upstream of the Storage Withdrawal Point; and

WHEREAS Customer desires during each period from April 16 to October 31 (the "Summer Period") during the term hereof to have quantities of gas, delivered from the Market Point to the Storage Injection Point(s); and

WHEREAS Customer proposes from time to time during the term hereof to have TCPL transport quantities of gas from the Storage Withdrawal Point for delivery to Customer at the Market Point on a firm basis; and

WHEREAS Customer has satisfied in full, or TCPL has waived, each of the conditions precedent set out in Section 1.1 of TCPL's STS-L Toll Schedule.

**Insert B**

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

**Insert C**

- 2.1 On any day from April 16 to October 31 on a firm basis, and at other times on a best efforts basis, TCPL agrees to deliver the Daily Operational Injection Quantity as requested by Customer from the Market Point to the Storage Injection Point; PROVIDED that TCPL shall not be obligated to transport a quantity of gas on any one day in excess of the Daily Contract

Injection Quantity \_\_\_\_\_ GJ; and 2.2 On any day during the term hereof TCPL agrees to transport and deliver up to the Daily Contract Withdrawal Quantity on a firm basis as requested by Customer from the Storage Withdrawal Point to the Market Point; PROVIDED that TCPL shall not be obligated to transport a quantity of gas on any one day during the term hereof in excess of the Daily Contract Withdrawal Quantity.