

**SHORT TERM FIRM TRANSPORTATION SERVICE CONTRACT**

THIS SHORT TERM 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 availability conditions set out in Section 2.1 of TCPL's STFT Toll Schedule referred to in Section 8.1 hereof; and

WHEREAS the quantities of gas delivered hereunder by Customer or Customer's agent to TCPL are to be removed from the province or country 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, licenses or other such authorizations.

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, TCPL and Customer covenant and agree as follows:

**ARTICLE I – DEFINITIONS**

- 1.1 Capitalized terms used but not defined in this Contract shall have the meaning ascribed to such terms in the STFT Toll Schedule and in TCPL's Transportation Tariff, as they may be amended from time to time.

**ARTICLE II – GAS TO BE TRANSPORTED**

- 2.1 Subject to the provisions of this Contract, the STFT Toll Schedule, the List of Tolls, and the General Terms and Conditions referred to in Section 8.1 hereof, TCPL shall provide firm transportation service to Customer for such period of time and in respect of a quantity of gas not in excess of the Maximum Daily Quantity specified in the Addendum to this Contract executed from time to time, which Addendum shall be in the form attached hereto as Exhibit "A".

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

- 3.1 The Delivery Point(s) hereunder are those points specified as such in Exhibit "A" Addendum entered into from time to time by the parties.
- 3.2 The Receipt Point(s) hereunder are those points specified as such in Exhibit "A" Addendum entered into from time to time by the parties.

**ARTICLE IV – TOLLS**

- 4.1 Customer shall pay for all transportation service hereunder in accordance with TCPL's STFT Toll Schedule, List of Tolls, and General Terms and Conditions set out in TCPL's Transportation Tariff, as each may be amended from time to time by the Canada Energy Regulator ("CER"). The toll to be paid by Customer hereunder shall be the STFT Price.

**ARTICLE V – TERM OF CONTRACT**

- 5.1 This Contract shall be effective from the date hereof and shall continue in force unless terminated in accordance with Section 5.2 hereof or the provisions of the General Terms and Conditions set out in TCPL's Transportation Tariff.
- 5.2 In addition to the termination provisions set out in the General Terms and Conditions of TCPL's Transportation Tariff, either party shall have the right to terminate this Contract at

any time by giving the other party thirty (30) days prior written notice. Upon expiration of the aforesaid thirty (30) day period, this Contract shall terminate and be of no further force or effect; provided that nothing herein shall relieve either party from any obligations which arose prior to the effective date of such termination, including all obligations under Exhibit "A" Addendum in force on the effective date of such termination.

**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: \_\_\_\_\_



**ARTICLE VIII - MISCELLANEOUS PROVISIONS**

- 8.1 The STFT Toll Schedule, the List of Tolls, and the General Terms and Conditions set out in TCPL's Transportation Tariff, as each may be amended from time to time by the CER, are all by reference made a part of this Contract and transportation service 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 STFT Toll Schedule, the List of Tolls, and/or the General Terms and Conditions (the "Revisions") and shall provide Customer with a copy of the Revisions.
- 8.2 The headings used throughout this Contract, the STFT Toll Schedule, the List of Tolls and the General Terms and Conditions are inserted for convenience of reference only and are not intended 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.
- 8.3 This Contract shall be construed and applied, and be subject to the laws of the Province of Alberta, and, where applicable, the laws of Canada, and shall be subject to the rules, regulations and orders of any regulatory or legislative authority having jurisdiction.
- 8.4 This Contract, including the Exhibit "A" Addendum attached hereto, each Exhibit "A" Addendum entered into from time to time by the parties, and all terms, conditions and provisions incorporated herein by reference, constitute the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, representations and understandings, written or oral, pertaining thereto. Except as otherwise provided for herein, no modification, amendment or variation to this Contract shall be effective unless such modification, amendment or variation is in writing and signed by both parties hereto.

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

[Customer]

TransCanada PipeLines Limited

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT "A" ADDENDUM

Page \_\_\_\_ of \_\_\_\_

Short Term Firm Transportation Service Contract Addendum

This Exhibit "A" Addendum, made as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, to the Short Term Firm Transportation Service Contract made as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, between TransCanada PipeLines Limited ("TCPL") and \_\_\_\_\_ ("Customer").

System Segment \_\_\_\_\_

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

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

STFT Service Period: \_\_\_\_\_

Maximum Daily Quantity: \_\_\_\_\_ GJ/day Minimum Daily Quantity: \_\_\_\_\_ GJ/day

STFT Bid Percentage: (maximum 2 decimal places): \_\_\_\_\_.

Is this STFT bid conditional upon another STFT bid(s)?

Yes \_\_\_ No \_\_\_ If Yes, the STFT bid(s) upon which this STFT is conditional must be attached. Indicated the number of STFT bid(s) attached \_\_\_

Customer Contact

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

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Customer

TransCanada PipeLines Limited

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

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

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

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

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

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

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

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

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

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

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

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