

**MULTI-YEAR FIXED PRICE TRANSPORTATION SERVICE CONTRACT**

THIS MULTI-YEAR FIXED PRICE 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 2.1 (b) and (c) of TCPL's Multi-Year Fixed Price Transportation Service Toll Schedule referred to in Section 7.1 hereof (the "MFP 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**

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

**ARTICLE II – GAS TO BE TRANSPORTED**

2.1 Subject to the provisions of this Contract, the MFP 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 MFP 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 of Commencement hereof and shall continue until the \_\_\_ day of \_\_\_\_\_, \_\_\_\_ (the "MFP End Date").

**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 MFP 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 MFP 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.

- 7.2 The headings used throughout this Contract, the MFP 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 MULTI-YEAR FIXED PRICE 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**

**ARTICLE VIII – DELIVERY PRESSURE**

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

**Insert D**

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).