

**ENHANCED MARKET BALANCING SERVICE CONTRACT**

THIS ENHANCED MARKET BALANCING 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 Enhanced Market Balancing Service Toll Schedule referred to in Section 7.1 hereof (the "EMB 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 EMB 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 EMB 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: \_\_\_\_\_
- (iii) nominations: Attention: \_\_\_\_\_  
Fax: \_\_\_\_\_
- (iv) bills: Attention: \_\_\_\_\_  
Fax: \_\_\_\_\_
- (v) other matters: Attention: \_\_\_\_\_  
Fax: \_\_\_\_\_

**IN THE CASE OF CUSTOMER:**

- (i) mailing address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- (ii) delivery address: \_\_\_\_\_  
\_\_\_\_\_

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

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 EMB 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 EMB 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 EMB 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 "1"**

This is EXHIBIT "1" to the ENHANCED MARKET BALANCING 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 an Enhanced Market Balancing 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 Enhanced Market Balancing Service Contract Not Following a Precedent Agreement and Not Requiring Displacement of an Enhanced Market Balancing 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\_\_.

**III Contracts with Union SWDA or Enbridge SWDA as Delivery Points**

**Insert C**

4.2 If TCPL is required to increase the delivery pressure at any Delivery Point where a delivery pressure toll is applicable, Customer shall pay for all delivery pressure service hereunder from the Date of Commencement in accordance with TCPL's EMB 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.