

**NORTH BAY JUNCTION LONG TERM FIXED PRICE TRANSPORTATION SERVICE CONTRACT  
("NBJ LTFP Contract")**

THIS NBJ LTFP 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 the condition precedent set out in Section 2.1 (b) of TCPL's North Bay Junction Long Term Fixed Price Toll Schedule referred to in Section 7.1 hereof (the "NBJ LTFP 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 referred to in Section 4.1 hereof (the "Receipt Point"), to the Delivery Point referred to in Section 4.2 hereof (the "Delivery Point") pursuant to the terms and conditions of this NBJ LTFP Contract; and

WHEREAS Customer has entered into the precedent agreement identified in Exhibit "1" containing conditions precedent that are required to be satisfied or waived prior to the

commencement of NBJ LTFP Service and the Firm Transportation service associated with this NBJ LTFP Contract ("NBJ LTFP Precedent Agreement"); and

WHEREAS Customer has entered into the precedent agreement identified in Exhibit "2" regarding the construction of new facilities ("Precedent Agreement") committing Customer to enter a Firm Transportation service agreement ("FT Contract"); and

WHEREAS this NBJ LTFP Contract is to provide Customer with interim service until the facilities required for the FT Contract are in-service and a new NBJ LTFP Contract and the FT Contract commence; and

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 NBJ LTFP 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 Commencement of service hereunder is subject to the satisfaction or waiver of all conditions precedent in accordance with the NBJ LTFP Precedent Agreement.
- 1.2 The date of commencement of service hereunder shall be the later of \_\_\_ day of \_\_\_\_\_, 20\_\_ or the first calendar day of the month following the satisfaction and waiver all conditions precedent in accordance with the NBJ LTFP Precedent Agreement, unless otherwise agreed to in writing by the Parties (the "Date of Commencement").
- 1.3 In the event any of the conditions precedent are not satisfied or waived in accordance with the NBJ LTFP Precedent Agreement, this NBJ LTFP Contract will terminate.

#### **ARTICLE II – TERM OF CONTRACT**

- 2.1 If service commences, this NBJ LTFP Contract shall end on the later of (the "NBJ LTFP End Date"):

- (a) the last day of the month in which the Precedent Agreement is terminated or a later date agreed to in writing by the Parties; or
  - (b) the day prior to the date service under the FT Contract commences; or
  - (c) in the event the facilities required for the FT Contract are delayed past October 31, 2022, the date TCPL determines it no longer has capacity under commercial arrangements or otherwise necessary to provide the Firm Transportation service associated with this NBJ Contract.
- 2.2 In the event of termination pursuant to Section 2.1(c), TCPL will provide at least thirty (30) days Notice of termination.

**ARTICLE III – GAS TO BE TRANSPORTED**

- 3.1 Subject to the provisions of this NBJ LTFP Contract, the NBJ LTFP 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 NBJ LTFP End Date, shall not exceed \_\_\_\_\_ GJ (the "Contract Demand").

**ARTICLE IV – DELIVERY POINT AND RECEIPT POINT**

- 4.1 The Receipt Point hereunder is the point of interconnection between the pipeline facilities of TCPL and NOVA Gas Transmission Ltd. which is located at Empress.
- 4.2 The Delivery Point hereunder is located at North Bay Junction.

**ARTICLE V – TOLLS**

- 5.1 Customer shall pay for all transportation service hereunder from the Date of Commencement in accordance with TCPL's NBJ LTFP 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.

**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: \_\_\_\_\_  
E-mail: \_\_\_\_\_

(iii) nominations: Attention: \_\_\_\_\_  
Fax: \_\_\_\_\_  
E-mail: \_\_\_\_\_

(iv) bills: Attention: \_\_\_\_\_  
Fax: \_\_\_\_\_  
E-mail: \_\_\_\_\_

(v) other matters: Attention: \_\_\_\_\_  
Fax: \_\_\_\_\_  
E-mail: \_\_\_\_\_

**IN THE CASE OF CUSTOMER:**

(i) mailing address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(ii) delivery address: \_\_\_\_\_  
\_\_\_\_\_

(iii) nominations: Attention: \_\_\_\_\_  
Fax: \_\_\_\_\_  
E-mail: \_\_\_\_\_

(iv) bills:                    Attention: \_\_\_\_\_  
   Fax:                    \_\_\_\_\_  
   E-mail:                \_\_\_\_\_

(v) other matters:            Attention: \_\_\_\_\_  
   Fax:                    \_\_\_\_\_  
   E-mail:                \_\_\_\_\_

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 NBJ LTFP 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 NBJ LTFP Contract and operations hereunder shall, in addition to the terms and conditions of this NBJ LTFP Contract, be subject to the provisions thereof. TCPL shall notify Customer at any time that TCPL files with the CER revisions to the NBJ LTFP 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 NBJ LTFP Contract, the NBJ LTFP 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 NBJ LTFP 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 NBJ LTFP 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" –NBJ LTFP Precedent Agreement**

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

A NBJ LTFP Precedent Agreement dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_ by Customer.

**EXHIBIT "2" – Precedent Agreement**

This is EXHIBIT "2" to the NBJ LTFP CONTRACT made as of the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_ between TRANSCANADA PIPELINES LIMITED ("TCPL") and \_\_\_\_\_ ("Customer").

A Precedent Agreement dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_ by Customer.