### FIRM TRANSPORTATION SHORT NOTICE SERVICE CONTRACT

TH	IS FIRM TRANSPORTATION SHORT NOTICE 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 Corporation of Alberta 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), (c), (d) and (e) of TCPL's Firm Transportation Short Notice Service Toll Schedule referred to in Section 7.1 hereof (the "FT-SN 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 3.2 hereof (the "Receipt Point"), to the Delivery Point referred to in Section 3.1 hereof (the "Delivery Point") 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 FT-SN 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 AND RECEIPT POINT

- 3.1 The Delivery Point hereunder is the point specified as such in Exhibit "1" which is attached hereto and made a part hereof.
- 3.2 The Receipt Point hereunder is the point 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 FT-SN 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").

# ARTICLE V - TERM OF CONTRACT

5.1	This Contract shall be effect	live from the date hereof and shall continue until the $\_\_$ day o	
ARTI	CLE 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 inwriting and shall be directed as follows:		
IN TH	HE CASE OF TCPL: TransCan	ada PipeLines Limited	
(i) ma	iling address:	P.O. Box 1000 Station M Calgary, Alberta T2P 4K5	
(ii) de	livery address:	TC Energy Tower  450 – 1 <sup>st</sup> Street S.W.  Calgary, Alberta  T2P 5H1	
		Attention: Fax: Email:	
(iii) no	ominations:	Attention: Fax: Email:	
(iv) bi	lls:	Attention: Fax: Email:	
(v) otl	her matters:	Attention: Fax: Email:	

IN THE CASE OF CUSTOMER:	
(i) mailing address:	
(ii) delivery address:	
(11)	
(iii) nominations:	Attention:
(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 FT-SN 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 FT-SN 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 FT-SN 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 EXHIB	T "1" to the FIRM	TRANSPORTATIO	n short not	ICE SERVIC	E CO	NTRACT
made as of the	day of	, 20	_ between TR	ANSCANA	)A PI	PELINES
LIMITED ("TCPL") and		("Custo	omer")			
The Delivery	Point hereunder i	s the point of ir	nterconnection	n between	the	pipeline
facilities of TCPL and	which is located at:					
The Receipt	Point hereunder i	s the point of ir	nterconnection	between	the	pipeline
facilities of TCPL and		which is locate	ed at:			

### **DIFFERENT CONTRACT VERSIONS**

For a Firm Transportation Short Notice Service Contract Executed Following Completion of a Precedent Agreement:

#### Insert A

	miscre A
	WHEREAS the parties hereto have heretofore entered into an agreement dated as of the of, 20, (the "Precedent Agreement") which bound them, subject to the
fulfillmen	nt or waiver of the conditions precedent therein set forth, to enter into a Contract
substanti	ally upon the terms and conditions hereinafter described; and
	WHEREAS the conditions precedent of the Precedent Agreement have been satisfied or
waived; a	and
	Insert B
tı e —	CPL shall use reasonable efforts to have the additional facilities (and/or obtain such ransportation arrangements on other gas transmission systems) as may be required to effect the transportation of the gas hereunder (the "Necessary Capacity") in place by theday of, 20, or as soon as possible thereafter. TCPL's ability to provide service by theday of, 20, will be subject to, inter alia,
(3	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
(H	the lead time required for the acquisition, construction and installation of those facilities required by TCPL.
Т	CPL 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.

1.3

1.2	The da	ite of commencement of service hereunder (the "Date of Commencement") shall be rlier 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;
		t Customer shall not be obligated to a Date of Commencement which is earlier than of, 20, unless mutually agreed upon by both parties.
II		Transportation Short Notice Service Contract Requiring Displacement of a Firm ortation Short Notice Service Contract:
		Insert A
		(nothing)
		Insert B
1.1	service contra Contra	PL does not otherwise have sufficient pipeline capacity on its system to offer this e, another Customer who has (a) long term Firm Transportation Short Notice Service ct(s) for the purpose of delivering gas to the same Delivery Point (the "Other ct") must agree to reductions in the Contract Demand under the Other Contract to the Contract Demand hereunder effective as of the Date of Commencement.
1.2	the da	te of commencement of service hereunder (the "Date of Commencement") shall be te for which Customer first nominates, and TCPL authorizes deliveries hereunder, int to the provisions of this Contract.

forthwith by Notice to the other party.

Notwithstanding Section 5.1 hereof, if the Date of Commencement has not occurred on or before the \_\_\_ day of \_\_\_\_\_, 20\_\_, then either party may at any time thereafter, provided that service shall not have commenced hereunder, terminate this Contract

III	Firm Transportation Short Notice Service Contract Not Following a Precedent Agreement and Not Requiring Displacement of a Firm Transportation 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		