

**STORAGE TRANSPORTATION SERVICE-LINKED CONTRACT**

THIS CONTRACT FOR STORAGE TRANSPORTATION SERVICE-LINKED, made as of the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

BETWEEN:

TRANSCANADA PIPELINES LIMITED  
a Canadian corporation  
("TransCanada")

OF THE FIRST PART

and

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

("Shipper")

OF THE SECOND PART

WITNESSES THAT:

WHEREAS TransCanada owns and operates a natural gas pipeline system extending from a point near the Alberta/Saskatchewan border where TransCanada'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 International Border; and

WHEREAS TransCanada provides firm transportation service from Empress, Alberta or in the Province of Saskatchewan to the Market Point, for parties listed in Exhibit "B" ("The Linked FT Contract(s)"); and

WHEREAS Shipper has entered into storage arrangements for the storage of gas; and

WHEREAS Shipper has entered into transportation arrangements with \_\_\_\_\_, other Transporter, whereby other Transporter will accept gas delivered on Shipper's behalf by TransCanada at the Storage Injection Point(s) for transportation to storage, and other Transporter will deliver gas to TransCanada from storage at Storage Withdrawal Point on Shipper's behalf; and

**Insert A**

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****Insert C****ARTICLE III - MARKET POINT AND STORAGE POINT(S)**

3.1 The point at which the gas is to be delivered hereunder from storage by TransCanada to Shipper is the Market Point specified in Exhibit "A". The point at which the gas is to be delivered by TransCanada on Shipper's behalf to storage is (are) the Storage Injection Point(s) specified in Exhibit "A". The point at which gas is removed from storage for delivery to the Market Point is the Storage Withdrawal Point specified in Exhibit "A".

**ARTICLE IV - TOLLS**

4.1 Shipper shall pay for all transportation service hereunder from the Date of Commencement in accordance with TransCanada's the STS-L Toll Schedule, List of Tolls, and General Terms and Conditions set out in TransCanada's Transportation Tariff as same may be amended or approved from time to time by the NEB.

4.2 Shipper's obligation to pay for service hereunder shall continue throughout the term of this Contract notwithstanding that Shipper's right to store gas may have been suspended, terminated, or is otherwise not available to Shipper.

**ARTICLE V - TERM OF CONTRACT**

5.1 This Contract shall be effective from the date hereof and shall continue until \_\_\_\_\_, \_\_\_\_\_.

**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 TRANSCANADA:** TransCanada PipeLines Limited

- (i) mailing address: P.O. Box 1000  
Station M  
Calgary, Alberta  
T2P 4K5
- (ii) delivery address: TransCanada Tower  
450 – 1<sup>st</sup> Street S.W.  
Calgary, Alberta  
T2P 5H1  
  
Attention: Director, Customer Service  
Telecopy: \_\_\_\_\_
- (iii) nominations: Attention: Manager, Nominations & Allocations  
Telecopy: \_\_\_\_\_
- (iv) bills: Attention: Manager, Contracts & Billing  
Telecopy: \_\_\_\_\_
- (v) other matters: Attention: Director, Customer Service  
Telecopy: \_\_\_\_\_

**IN THE CASE OF SHIPPER:**

- (i) mailing address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- (ii) delivery address: \_\_\_\_\_  
\_\_\_\_\_
- (iii) nominations: Attention: \_\_\_\_\_  
Telecopy: \_\_\_\_\_
- (iv) bills: Attention: \_\_\_\_\_  
Telecopy: \_\_\_\_\_  
E-mail address: \_\_\_\_\_
- (v) other matters: Attention: \_\_\_\_\_  
Telecopy: \_\_\_\_\_

Notice may be given by telecopier or other telecommunication device 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, telecopier or other telecommunication service 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. Each party shall provide Notice to the other of any change of address for the purposes hereof. Any Notice may also be given by telephone followed immediately by personal delivery, courier, prepaid mail, telecopier or other telecommunication, and any Notice so given shall be deemed to be given as of the date and time of the telephone notice.

**ARTICLE VII - MISCELLANEOUS PROVISIONS**

7.1 The STS-L Toll Schedule, the List of Tolls, and the General Terms and Conditions set out in TransCanada's Transportation Tariff as amended or approved from time to time by the NEB 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. TransCanada shall notify Shipper at any time that TransCanada files with the NEB revisions to the General Terms and Conditions, the List of Tolls, and/or the STS-L Toll Schedule (the "Revisions") and shall provide Shipper with a copy of the Revisions.

7.2 The headings used throughout this Contract, the STS-L 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.

TRANSCANADA PIPELINES LIMITED

per \_\_\_\_\_  
per \_\_\_\_\_

.....

per \_\_\_\_\_  
per \_\_\_\_\_

**EXHIBIT "A"**

This is EXHIBIT "A" to the CONTRACT for STORAGE TRANSPORTATION SERVICE-LINKED , made as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, between TRANSCANADA PIPELINES LIMITED ("TransCanada") and \_\_\_\_\_.

The storage injection point(s) hereunder is(are) the point(s) of interconnection between the pipeline facilities of TransCanada and \_\_\_\_\_ which is located at: \_\_\_\_\_(the "Storage Injection Point").

The storage withdrawal point hereunder is the point of interconnection between the pipeline facilities of TransCanada and \_\_\_\_\_ which is located at: \_\_\_\_\_(the "Storage Withdrawal Point").

The market point hereunder is the point of interconnection between the pipeline facilities of TransCanada and \_\_\_\_\_ which is located at: \_\_\_\_\_(the "Market Point").

**EXHIBIT "B"**

This is EXHIBIT "B" to the CONTRACT for STORAGE TRANSPORTATION SERVICE-LINKED, made as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, between TRANSCANADA PIPELINES LIMITED ("TransCanada") and \_\_\_\_\_.

The Linked FT Contract(s) to this STS-L Contract are as follows:

The FT Contract, dated \_\_\_\_\_ between TransCanada and FT Shipper \_\_\_\_\_ identified by the TransCanada contract identifier as \_\_\_\_\_ .

The FT Shipper and the STS-L Shipper each hereby agrees and acknowledges that during the period between the first Day of \_\_\_\_ 20\_\_ until the last Day of \_\_\_\_\_ 20\_\_ ,(the "Linked Term") TransCanada shall be entitled to use all Contract Demand under the Linked FT Contract for the purpose of determining the STS-L Shipper's Daily Operational Injection Quantity.

FT Shipper hereby agrees and acknowledges that if the STS-L Shipper assigns all of this STS-L Contract to another party, then this Exhibit "B" shall remain effective for the Linked Term herein.

IN WITNESS WHEREOF, the parties hereto have signed this Exhibit "B" on \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

TRANSCANADA PIPELINES LIMITED

STS-L Shipper

per: \_\_\_\_\_

per: \_\_\_\_\_

per: \_\_\_\_\_

per: \_\_\_\_\_

FT Shipper

per: \_\_\_\_\_

per: \_\_\_\_\_

**DIFFERENT CONTRACT VERSIONS****I Market is Downstream From Storage - Precedent Agreement Signed****Insert A**

WHEREAS the Market Point is located downstream of the Storage Withdrawal Point; and

WHEREAS Shipper desires from time to time to have quantities of gas delivered on a firm basis from the Market Point to the Storage Injection Point(s); and

WHEREAS Shipper proposes during each period from November 1 to April 15 (the "Winter Period") during the term hereof to have TransCanada transport quantities of gas from the Storage Withdrawal Point for delivery to Shipper at the Market Point on a firm basis; and

WHEREAS the parties hereto have heretofore entered into an agreement (the "Precedent Agreement") which binds them, subject to the fulfillment or waiver of the conditions precedent therein set forth, to enter into an agreement substantially upon the terms and conditions hereinafter described; and

WHEREAS the conditions precedent of the Precedent Agreement have been satisfied or waived.

**Insert B**

1.1 TransCanada shall use reasonable efforts to have such 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 \_\_\_\_\_, \_\_\_\_\_ or such later date that may result due to a) the timing of the receipt by TransCanada and/or other parties requiring same of the authorizations from the National Energy Board ("NEB") and/or other agencies having jurisdiction needed to obtain the Necessary Capacity. TransCanada shall use reasonable efforts to provide Shipper with ten (10) days advance Notice of the anticipated availability of the Necessary Capacity (the "Advance Notice"). TransCanada shall give Shipper Notice of the actual date of availability of the Necessary Capacity ("TransCanada'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 Shipper first nominates and TransCanada authorizes service hereunder;
- or

(b) the tenth (10th) day following the day on which Shipper received TransCanada's Notice;

PROVIDED that Shipper shall not be obligated to a Date of Commencement which is earlier than \_\_\_\_\_, \_\_\_\_\_.

**Insert C**

2.1 On any day TransCanada agrees to deliver the Daily Operational Injection Quantity as requested by Shipper from the Market Point to the Storage Injection Points on a firm basis; PROVIDED that TransCanada shall not be obligated to transport a quantity of gas on any one day during the term hereof in excess of the Daily Contract Injection Quantity of \_\_\_\_\_ GJ; and

2.2 On any day from November 1 to April 15 on a firm basis, and at other times on a best efforts basis, TransCanada agrees to transport and deliver up to the Daily Contract Withdrawal Quantity as requested by Shipper from the Storage Withdrawal Point to the Market Point.; PROVIDED that TransCanada shall not be obligated to transport a quantity of gas on any one day during the term hereof in excess of the Daily Contract Withdrawal Quantity.

**II Market is Upstream From Storage - Precedent Agreement Signed**

**Insert A**

WHEREAS the Market Point is located upstream of the Storage Withdrawal Point; and

WHEREAS Shipper desires during each period from April 16 to October 31 (the "Summer Period") during the term hereof to have quantities of gas, delivered from the Market Point to the Storage Injection Point(s) on a firm basis; and

WHEREAS Shipper proposes from time to time during the term hereof to have TransCanada transport quantities of gas from the Storage Withdrawal Point to the Market Point on a firm basis; and

WHEREAS the parties hereto have heretofore entered into an agreement (the "Precedent Agreement") which binds them, subject to the fulfillment or waiver of the conditions precedent therein set forth, to enter into enter into an agreement substantially upon the terms and conditions hereinafter described; and

WHEREAS the conditions precedent of the Precedent Agreement have been satisfied or waived.

**Insert B**

1.1 TransCanada shall use reasonable efforts to have such additional facilities (and/or obtain such transportation arrangements on other gas transmission systems) as may be required to effect the transportation of the quantities hereunder (the "Necessary Capacity") in place by \_\_\_\_\_, \_\_\_\_\_ or such later date that may result due to the timing of the receipt by TransCanada and/or other parties requiring some of the authorizations from the National Energy Board ("NEB") and/or other agencies having jurisdiction needed to obtain the Necessary Capacity. TransCanada shall use reasonable efforts to provide Shipper with ten (10) days advance Notice of the anticipated availability of the Necessary Capacity (the "Advance Notice"). TransCanada shall give Shipper Notice of the actual date of availability of the Necessary Capacity ("TransCanada'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 Shipper first nominates and TransCanada authorizes service hereunder;  
or
- (b) the tenth (10th) day following the day on which Shipper received TransCanada's Notice;

PROVIDED that Shipper shall not be obligated to a Date of Commencement which is earlier than \_\_\_\_\_, \_\_\_\_\_.

**Insert C**

2.1 On any day from April 16 to October 31 on a firm basis, and at other times on a best efforts basis, TransCanada agrees to deliver the Daily Operational Injection Quantity as requested by Shipper from the Market Point to the Storage Injection Point(s); PROVIDED that TransCanada shall not be obligated to transport a quantity of gas on any one day in excess of the Daily Contract Injection Quantity \_\_\_\_\_ GJ; and

2.2 On any day during the term hereof TransCanada agrees to transport and deliver up to the Daily Contract Withdrawal Quantity as requested by Shipper from the Storage Withdrawal Point to the

Market Point; on a firm basis PROVIDED that TransCanada shall not be obligated to transport a quantity of gas on any one day during the term hereof in excess of the Daily Contract Withdrawal Quantity.

### **III Market is Downstream From Storage - No Precedent Agreement**

#### **Insert A**

WHEREAS the Market Point is located downstream of the Storage Withdrawal Point; and

WHEREAS Shipper desires from time to time to have quantities of gas delivered on a firm basis from the Market Point to the Storage Injection Point(s); and

WHEREAS Shipper proposes during each period from November 1 to April 15 (the "Winter Period") during the term hereof to have TransCanada transport quantities of gas from the Storage Withdrawal Point for delivery to Shipper at the Market Point on a firm basis; and

WHEREAS Shipper has satisfied in full, or TransCanada has waived, each of the conditions precedent set out in sub-Section 1.1 of TransCanada's STS-L Toll Schedule.

#### **Insert B**

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

#### **Insert C**

2.1 On any day during the term hereof TransCanada agrees to deliver the Daily Operational Injection Quantity as requested by Shipper from the Market Point to the Storage Injection Point on a firm basis; PROVIDED that TransCanada shall not be obligated to transport a quantity of gas on any one day during the term hereof in excess of the Daily Contract Injection Quantity \_\_\_\_\_ GJ; and

2.2 On any day from November 1 to April 15 on a firm basis, and at other times on a best efforts basis, TransCanada agrees, to transport and deliver up to the Daily Contract Withdrawal Quantity as requested by Shipper from the Storage Withdrawal Point to the Market Point; PROVIDED that TransCanada shall not be obligated to transport a quantity of gas on any one day during the term hereof in excess of the Daily Contract Withdrawal Quantity.

**IV Market is Upstream From Storage - No Precedent Agreement**

**Insert A**

WHEREAS the Market Point is located upstream of the Storage Withdrawal Point; and

WHEREAS Shipper desires during each period from April 16 to October 31 (the "Summer Period") during the term hereof to have quantities of gas, delivered from the Market Point to the Storage Injection Point(s); and

WHEREAS Shipper proposes from time to time during the term hereof to have TransCanada transport quantities of gas from the Storage Withdrawal Point for delivery to Shipper at the Market Point on a firm basis; and

WHEREAS Shipper has satisfied in full, or TransCanada has waived, each of the conditions precedent set out in sub-Section 1.1 of TransCanada's STS-L Toll Schedule.

**Insert B**

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

**Insert C**

2.1 On any day from April 16 to October 31 on a firm basis, and at other times on a best efforts basis, TransCanada agrees to deliver the Daily Operational Injection Quantity as requested by Shipper from the Market Point to the Storage Injection Point; PROVIDED that TransCanada shall not be obligated to transport a quantity of gas on any one day in excess of the Daily Contract Injection Quantity \_\_\_\_\_ GJ; and 2.2 On any day during the term hereof TransCanada agrees to transport and deliver up to the Daily Contract Withdrawal Quantity on a firm basis as requested by Shipper from the Storage Withdrawal Point to the Market Point; PROVIDED that TransCanada shall not be obligated to transport a quantity of gas on any one day during the term hereof in excess of the Daily Contract Withdrawal Quantity.