

**DAWN LONG TERM FIXED PRICE TRANSPORTATION SERVICE CONTRACT  
("Dawn LTFP Contract")**

THIS DAWN LTFP CONTRACT, 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 Canada/United States of America International Border; and

WHEREAS Shipper has satisfied in full, or TransCanada has waived the condition precedent set out in Section 2.1 (b) of TransCanada's Dawn Long Term Fixed Price Toll Schedule referred to in Section 8.1 hereof (the "Dawn LTFP Toll Schedule"); and

WHEREAS Shipper has requested and TransCanada has agreed to transport quantities of gas, that are delivered by Shipper or Shipper's agent to TransCanada at the Receipt Point referred to in Section 5.1 hereof (the "Receipt Point"), to the Delivery Point referred to in Section 5.2 hereof (the "Delivery Point") pursuant to the terms and conditions of this Dawn LTFP Contract; and

WHEREAS the quantities of gas delivered hereunder by Shipper or Shipper's agent to TransCanada are to be removed from the province of production of such gas by Shipper and/or Shipper'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 DAWN LTFP CONTRACT WITNESSES THAT, in consideration of the covenants and agreement herein contained, the parties hereto covenant and agree as follows:

#### **ARTICLE I – CONDITIONS PRECEDENT**

1.1 TransCanada's obligations under this Dawn LTFP Contract and the commencement of transportation service hereunder are subject to the fulfillment of the following conditions precedent, which are for the sole benefit of TransCanada and may be waived by TransCanada at any time:

- (a) TransCanada Board of Directors approval of the transportation service hereunder;
- (b) receipt of all regulatory approvals TransCanada determines are necessary to implement the transportation service hereunder on terms and conditions acceptable to TransCanada in its sole discretion;
- (c) TransCanada obtaining transportation service on other pipeline systems that it determines necessary to provide the transportation service hereunder on terms and conditions acceptable to TransCanada in its sole discretion; and
- (d) TransCanada determines in its sole discretion that the aggregate contract demand for the transportation service hereunder is acceptable.

1.2 Within ninety (90) days following the receipt of the National Energy Board's ("NEB") decision regarding the application for approval of the transportation service hereunder, TransCanada shall provide notice to the Shipper that: a) the conditions precedent in Section 1.1 have been satisfied or waived; or b) the conditions precedent in Section 1.1 cannot be satisfied or waived and the Dawn LTFP Contract is terminated.

#### **ARTICLE II - COMMENCEMENT OF SERVICE**

**(Insert A)**

#### **ARTICLE III- TERM OF CONTRACT**

3.1 Subject to Section 3.2, this Dawn LTFP Contract shall end on the last day of the month that is 120 consecutive months following the Date of Commencement (the "Dawn LTFP End Date").

3.2 If Shipper elects to reduce the term of this Dawn LTFP Contract pursuant to Section 9 of the Dawn LTFP Toll Schedule for all or a portion of the Contract Demand as defined in Section 4.1 hereof, TransCanada shall provide Shipper with an executed Exhibit "A" Addendum to this Dawn LTFP Contract setting out an amended Dawn LTFP End Date for the portion of the Contract Demand subject to such term reduction.

#### **ARTICLE IV - GAS TO BE TRANSPORTED**

4.1 Subject to the provisions of this Dawn LTFP Contract, the Dawn LTFP Toll Schedule, the List of Tolls, and the General Terms and Conditions referred to in Section 8.1 hereof, TransCanada shall provide transportation service hereunder for Shipper in respect of a quantity of gas which, in any one day from the Date of Commencement until the Dawn LTFP End Date, shall not exceed \_\_\_\_\_ GJ (the "Contract Demand").

#### **ARTICLE V - DELIVERY POINT AND RECEIPT POINT**

5.1 The Receipt Point hereunder is the point of interconnection between the pipeline facilities of TransCanada and NOVA Gas Transmission Ltd. which is located at Empress.

5.2 The Delivery Point hereunder is the point of interconnection between the pipeline facilities of TransCanada and Union Gas Limited which is located at the Union SWDA.

#### **ARTICLE VI - TOLLS**

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

6.2 Shipper shall pay the applicable Monthly Demand Toll for Dawn LTFP Service as specified in the List of Tolls.

6.3 If Shipper elects to reduce the term of this Dawn LTFP Contract pursuant to Section 9.1 of the Dawn LTFP Toll Schedule for all or a portion of the Contract Demand, the Monthly Demand Toll specified in Section 6.2 will cease to apply in the last twenty-four (24) months to the portion of the Contract Demand subject to such term reduction, and Shipper shall pay the applicable Monthly Demand Toll applicable for such term reduction as specified in the List of Tolls.

ARTICLE VII - NOTICES

7.1 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 - 1st Street S.W. Calgary, Alberta T2P 5H1
Attention: Director, Commercial Services
Telecopy:
(iii) nominations: Attention: Manager, Nominations & Allocations
Telecopy:
(iv) bills: Attention: Manager, Contracts, Billing & Credit
Telecopy:
(v) other matters: Attention: Director, Commercial Services
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 VIII - MISCELLANEOUS PROVISIONS**

8.1 The Dawn LTFP 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 Dawn LTFP Contract and operations hereunder shall, in addition to the terms and conditions of this Dawn LTFP Contract, be subject to the provisions thereof. TransCanada shall notify Shipper at any time that TransCanada files with the NEB revisions to the Dawn LTFP Toll Schedule, the List of Tolls, and/or the General Terms and Conditions (the "Revisions") and shall provide Shipper with a copy of the Revisions.

8.2 The headings used throughout this Dawn LTFP Contract, the Dawn 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.

8.3 This Dawn 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.

#### **ARTICLE IX - DELIVERY PRESSURE**

9.1 TransCanada shall increase the line pressure of the gas it delivers to Shipper at the Delivery Point to a pressure of not less than 4 850 kPa (g).

IN WITNESS WHEREOF, the parties hereto have executed this Dawn LTFP Contract as of the date first above written.

[Shipper]

TransCanada PipeLines Limited

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**DIFFERENT CONTRACT VERSIONS****Insert A****I For a Dawn LTFP Contract without a Meter Station Condition**

2.1 Subject to Sections 1.1 and 1.2, the date of commencement of transportation service hereunder shall be the first day of \_\_\_\_\_, 20\_\_ or on a later date specified by TransCanada in a notice (the "Date of Commencement").

**II For a Dawn LTFP Contract with a Meter Station Condition**

2.1 Subject to Sections 1.1, 1.2 and 2.2, the date of commencement of transportation service hereunder shall be the first day of \_\_\_\_\_, 20\_\_ or on a later date specified by TransCanada in a notice (the "Date of Commencement").

2.2 The Date of Commencement is conditional upon Shipper's NOVA Gas Transmission Ltd. new Firm Transportation – Receipt service at \_\_\_\_\_ meter station ("Meter Station") being declared billable by NOVA Gas Transmission Ltd. ("Meter Station Condition"). In the event the Meter Station Condition is not met within 12 months following the first day of \_\_\_\_\_, 20\_\_, TransCanada may provide notice to Shipper indicating the Shipper must waive the Meter Station Condition or this Dawn LTFP Contract will terminate.

**EXHIBIT "A" ADDENDUM  
Dawn Long Term Fixed Price Transportation Service Contract Addendum**

This Exhibit "A" Addendum, made as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, to the Dawn Long Term Fixed Price Transportation Service Contract made as of the \_\_\_\_\_ day of \_\_\_\_\_, between TransCanada PipeLines Limited ("TransCanada") and \_\_\_\_\_ ("Shipper"), and identified in TransCanada's records as Contract # \_\_\_\_\_.

Dawn LTFP Contract Start: \_\_\_\_\_

Dawn LTFP Contract Demand: \_\_\_\_\_

Shipper elects to reduce the term of this Dawn LTFP Contract pursuant to Section 9 of the Dawn LTFP Toll Schedule as follows:

(a) <sup>1</sup>	(b) <sup>2</sup>	(c)	(d) <sup>1</sup>	(e) <sup>1</sup>	(f) <sup>1</sup>
<b>Election Deadline</b>	<b>Portion of Contract Demand Subject to Reduced Term (GJ/Day)</b>	<b>Term Reduced by</b>	<b>First Day of Applicability of Higher Demand Toll for Portion of Contract Demand Subject to Reduced Term</b>	<b>Dawn LTFP End Date for Portion of Contract Demand Subject to Reduced Term</b>	<b>Reduced Contract Demand Effective on First Day following Date Shown in (e) (GJ/Day)</b>
		60 months			
		48 months			
		36 months			
		24 months			
		12 months			

1 – to be completed by TransCanada  
2 – to be completed by Shipper

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Shipper \_\_\_\_\_

TransCanada PipeLines Limited

Signed: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Signed: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Signed: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Signed: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Effective Date: [•]

This Exhibit "A" Addendum supersedes any previously dated Exhibit "A" Addendum provided for Contract # \_\_\_\_\_.