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April 17, 2009

National Energy Board
444 Seventh Avenue S.W.
Calgary, Alberta
T2P 0X8

Filed Electronically

**Attention: Ms. Claudine Dutil-Berry
Board Secretary**

Dear Madam:

**Re: NOVA Gas Transmission Ltd. (“NGTL”)
TransCanada Alberta System
Filing of Gas Transportation Tariff, effective April 29, 2009
Application for Approval of 2009 Interim Rates, Tolls and Charges**

On April 15, 2009, the National Energy Board (“NEB” or “Board”) issued Certificate of Public Convenience and Necessity GC-113 (the “Certificate”) to NGTL for the continued operation of the TransCanada Alberta System. The Certificate was issued pursuant to the Board’s determinations in Decision GH-5-2008 and will be effective on April 29, 2009, the 14th day after its issuance. The Alberta System on that date will cease to be under provincial jurisdiction, will come under federal jurisdiction, and will be subject to regulation by the Board.

NGTL requires rates, tolls and charges for Alberta System services to be in place on the effective date of the Certificate. The Board in Decision GH-5-2008 determined that to facilitate the transition of the Alberta System to federal jurisdiction and minimize regulatory uncertainty, it would accept the filing of the Alberta System Gas Transportation Tariff (the “Tariff”) pursuant to Section 60(1)(a) of the *National Energy Board Act* (“*NEB Act*”), to become effective upon the effective date of the Certificate.¹

In response to the Board’s guidance in GH-5-208, NGTL encloses for filing, pursuant to Section 60(1)(a) of the *NEB Act*, the Tariff, to be effective on April 29, 2009. The Tariff includes a Table of Rates, Tolls and Charges for Alberta System services. NGTL seeks an Order of the Board pursuant to Sections 19(2) and 60(1)(b) of the *NEB Act* approving the rates in the Table on

¹ NEB Reasons for Decision GH-5-2008, TransCanada PipeLines Limited, Jurisdiction and Facilities, February 26, 2009, page 38.

an interim basis (the “Proposed 2009 Interim Rates”), effective April 29, 2009, pending determination of final 2009 rates for the Alberta System.

Alberta System Tariff

The enclosed Alberta System Tariff is the same Tariff under which NGTL presently operates the Alberta System under provincial jurisdiction, but for administrative revisions made to reflect the change from provincial jurisdiction under the Alberta Utilities Commission (“AUC”) to federal jurisdiction under the NEB.

A black-lined copy of the Tariff illustrating the revisions is provided in Attachment 1. A clean copy of the Tariff incorporating the revisions is provided in Attachment 2.

2009 Interim Rates

NGTL currently provides Alberta System services under 2009 interim rates, tolls and charges approved by the AUC in Order U2008-385 (“Existing 2009 Interim Rates”). A copy of Order U2008-385 is provided in Attachment 3. The Existing 2009 Interim Rates became effective January 1, 2009.

The Proposed 2009 Interim Rates are the same as the Existing 2009 Interim Rates. The rates were calculated in accordance with the provisions of the 2008-2009 Revenue Requirement Settlement (the “Settlement”) approved by the AUC in Decision 2008-133.

The Settlement provided for the determination of interim and final rates for the period of the Settlement. Each year’s revenue requirement was calculated based on certain costs fixed pursuant to the terms of the Settlement and a forecast of remaining costs that would flow through, adjusted for deferral account balances. The Proposed and Existing 2009 Interim Rates were based on the 2008 Revenue Requirement and the forecast contract demand quantities and throughput for 2009.

NGTL is not in this Application seeking approval of the Settlement under NEB jurisdiction for 2009. NGTL intends to discuss with stakeholders the potential migration of the Settlement, or a revised form of it, to NEB jurisdiction. NGTL will following these discussions apply to the NEB for approval of final 2009 rates for the Alberta System.

NGTL presented the Existing 2009 Interim Rates to members of the Alberta System collaborative process, the Tolls, Tariff, Facilities and Procedures Committee (the “TTFP”), on November 18, 2008. On March 10, 2009, NGTL reviewed with the TTFP the attached Tariff revisions and NGTL’s proposal to continue the Existing 2009 Interim Rates at the same levels through the Proposed 2009 Interim Rates under federal jurisdiction, effective on the effective date of the Certificate.

NGTL is making this filing electronically by placing it in the electronic filing repository of the Board, and will notify the TTFP and its shippers of the filing.

Communications regarding this filing and application should be directed to:

Page 3
April 17, 2009
Ms. C. Dutil-Berry

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Yours truly,

NOVA Gas Transmission Ltd.
a wholly owned subsidiary of TransCanada PipeLines Limited

Original Signed by:
Patrick Keys for

Kristine Delkus
Deputy General Counsel
Pipelines and Regulatory Affairs

Attachments

cc: Tolls, Tariff, Facilities and Procedures Committee
Alberta System Shippers

The following summary of amendments to the NGTL Tariff have been provided for information only and is not intended to form part of the Tariff.

Summary of Amendments

1. General Terms & Conditions

- (i) Definitions, Paragraph 1.1: Definition for “Act” amended from “Gas Utilities Act” to “National Energy Board Act.”
- (ii) Definitions, Paragraph 1.7: Definition for “Board” amended from “Alberta Energy and Utilities Board” to “National Energy Board.”

2. All Tariff Documents

- (i) Page Footer: Amended from “Effective Date: Month dd, yyyy per EUB Order #xxx” to “Effective Date: April 29, 2009.”

Attachment 1
Alberta System Tariff

Blackline Copy

NOVA Gas Transmission Ltd.

**GAS TRANSPORTATION TARIFF
OF
NOVA GAS TRANSMISSION LTD.**

**GAS TRANSPORTATION TARIFF
OF
NOVA GAS TRANSMISSION LTD.**

Please address communications concerning this Tariff to:

NOVA Gas Transmission Ltd.
450 First Street S.W.
Calgary, Alberta
T2P 5H1

 TABLE OF CONTENTS

Tab 1	Table of Rates, Tolls and Charges	
Tab 2	Rate Schedules	
	Rate Schedule FT-R	Firm Transportation – Receipt
	Rate Schedule FT-RN	Firm Transportation – Receipt Non-Renewable
	Rate Schedule FT-D	Firm Transportation – Delivery
	Rate Schedule FT-DW	Firm Transportation – Delivery Winter
	Rate Schedule FT-A	Firm Transportation – Alberta Delivery
	Rate Schedule FT-X	Firm Transportation – Extraction
	Rate Schedule STFT	Short Term Firm Transportation – Delivery
	Rate Schedule FT-P	Firm Transportation – Alberta Points to Point
	Rate Schedule LRS	Load Retention Service
	Rate Schedule LRS-2	Load Retention Service – 2
	Rate Schedule LRS-3	Load Retention Service – 3
	Rate Schedule IT-R	Interruptible – Receipt
	Rate Schedule IT-D	Interruptible – Delivery
	Rate Schedule IT-S	Interruptible – Access to Storage
	Rate Schedule FCS	Facility Connection Service
	Rate Schedule OS	Other Service
	Rate Schedule CO ₂	CO ₂ Management Service
	Rate Schedule PT	Pressure / Temperature Service
Tab 3	General Terms and Conditions	
Tab 4	Appendices	
	Appendix A	Terms and Conditions Respecting Access to Transportation Service at Export Delivery Points
	Appendix B	Terms and Conditions Respecting Relief for Mainline Capacity Restrictions
	Appendix C	Terms and Conditions Respecting Title Transfers
	Appendix D	Terms and Conditions Respecting Customer’s Inventories and Related Matters
	Appendix E	Criteria for determining Primary Term
	Appendix F	Notice of Schedule for Electronic Commerce
	Appendix G	Terms and Conditions Respecting Allocation of Gas as Emergency Response Compensation
	Appendix H	Terms and Conditions Respecting CO ₂ Management Service

Service	Rates, Tolls and Charges		
1. Rate Schedule FT-R	Refer to Attachment "1" for applicable FT-R Demand Rate per month & Surcharge for each Receipt Point Average Firm Service Receipt Price (AFSRP) \$183.99/10 ³ m ³		
2. Rate Schedule FT-RN	Refer to Attachment "1" for applicable FT-RN Demand Rate per month & Surcharge for each Receipt Point		
3. Rate Schedule FT-D	FT-D Demand Rate per month \$ 4.87/GJ		
4. Rate Schedule STFT	STFT Bid Price. Minimum bid of 100% of FT-D Demand Rate		
5. Rate Schedule FT-DW	FT-DW Bid Price. Minimum bid of 125% of FT-D Demand Rate		
6. Rate Schedule FT-A	FT-A Commodity Rate \$ 0.50/10 ³ m ³		
7. Rate Schedule FT-P	Refer to Attachment "2" for applicable FT-P Demand Rate per month		
8. Rate Schedule LRS	<u>Contract Term</u>	<u>Effective LRS Rate (\$/10³m³/day)</u>	
	1-5 years	10.28	
	6-10 years	8.59	
	15 years	7.71	
	20 years	6.84	
9. Rate Schedule LRS-2	LRS-2 Rate per month	\$50,000	
10. Rate Schedule LRS-3	LRS-3 Demand Rate per month	\$129.55/10 ³ m ³	
11. Rate Schedule IT-R	Refer to Attachment "1" for applicable IT-R Rate & Surcharge for each Receipt Point		
12. Rate Schedule IT-D	IT-D Rate	\$ 0.1759/GJ	
13. Rate Schedule FCS	The FCS Charge is determined in accordance with Attachment "1" to the applicable Schedule of Service		
14. Rate Schedule PT	<u>Schedule No</u>	<u>PT Rate</u>	<u>PT Gas Rate</u>
	9006-01000-0	\$ 60.50/d	1.0 10 ³ m ³ /d
15. Rate Schedule OS	<u>Schedule No.</u>	<u>Charge</u>	
	2003034359	\$ 212.00 / month	
	2008315264	\$ 69.00 / month	
	2008315632	\$ 56.00 / month	
	2008316530	\$ 8.00 / month	
	2008316531	\$ 5.00 / month	
	2008315263	\$ 6.00 / month	
	2008316532	\$ 52.00 / month	
	2008315634	\$ 7.00 / month	
	2007262175	\$ 438.00 / month	
	2008315627	\$ 1,831.00 / month	
	2008315265	\$ 17.00 / month	
	2008315631	\$ 49.00 / month	
	2008315262	\$ 163.00 / month	
	2008315630	\$ 71.00 / month	
	2008315628	\$ 191.00 / month	
	2008316529	\$ 8.00 / month	
	2008315633	\$ 2.00 / month	
	2008315629	\$ 2.00 / month	
	2003004522	\$ 83,333.00 / month	
16. Rate Schedule CO ₂	<u>Tier</u>	<u>CO₂ Rate (\$/10³m³)</u>	
	1	553.44	
	2	438.58	
	3	294.62	

Receipt Point Number	Receipt Point Name	FT-R Demand Rate per Month (\$/10 ³ m ³)	FT-RN Demand Rate per Month (\$/10 ³ m ³)	IT-R Rate per Day (\$/10 ³ m ³)
1337	ABEE	270.36	297.40	10.22
1631	ACADIA EAST	137.04	150.74	5.18
1613	ACADIA NORTH	137.76	151.54	5.21
1424	ACADIA VALLEY	195.78	215.36	7.40
1890	ACADIA VALLEY WEST	97.62	107.38	3.69
3880	AECO INTERCONNECTION	97.62	107.38	3.69
1526	AKUINU RIVER	270.36	297.40	10.22
1681	AKUINU RIVER W.	270.36	297.40	10.22
3868	ALBERTA MONTANA BORDER	110.91	122.00	4.19
2000	ALBERTA-B.C. BDR (CHART ACC	97.62	107.38	3.69
2109	ALDER FLATS	108.67	119.54	4.11
2200	ALDER FLATS S.	106.59	117.25	4.03
1075	ALDERSON	97.62	107.38	3.69
1208	ALDERSON NORTH	99.19	109.11	3.75
1103	ALDERSON SOUTH	97.62	107.38	3.69
5026	ALGAR LAKE	270.36	297.40	10.22
1851	AMISK SOUTH	270.36	297.40	10.22
1469	ANDREW	197.26	216.99	7.46
1573	ANSELL	147.54	162.29	5.58
2136	ANTE CREEK S.	270.36	297.40	10.22
1567	ARMENA	270.36	297.40	10.22
1770	ARMSTRONG LAKE	270.36	297.40	10.22
2708	ASSUMPTION	270.36	297.40	10.22
2734	ASSUMPTION #2	270.36	297.40	10.22
1326	ATHABASCA	270.36	297.40	10.22
1368	ATHABASCA EAST	270.36	297.40	10.22
1009	ATLEE-BUFFALO	97.62	107.38	3.69
1116	ATLEE-BUFFALO E	97.62	107.38	3.69
1098	ATLEE-BUFFALO S	97.62	107.38	3.69
1297	ATMORE	258.75	284.63	9.78
1792	ATUSIS CREEK E	97.62	107.38	3.69
3943	ATUSIS CREEK INTERCONNECTI	97.62	107.38	3.69
1275	BADGER EAST	97.62	107.38	3.69
1649	BADGER NORTH	111.90	123.09	4.23
2744	BALLATER #2	270.36	297.40	10.22
1100	BANTRY	97.62	107.38	3.69
1296	BANTRY N.E.	97.62	107.38	3.69
1181	BANTRY N.W.	97.62	107.38	3.69
1122	BANTRY NORTH	97.62	107.38	3.69
1339	BAPTISTE SOUTH	270.36	297.40	10.22
1497	BARICH	270.36	297.40	10.22
1329	BASHAW	143.58	157.94	5.43
1393	BASHAW B	143.63	157.99	5.43
1330	BASSANO SOUTH	110.38	121.42	4.17
2761	BASSET LAKE	270.36	297.40	10.22
2085	BASSET LAKE S.	270.36	297.40	10.22
2066	BASSET LAKE W.	270.36	297.40	10.22
1197	BAXTER LAKE	270.36	297.40	10.22
1334	BAXTER LAKE B	270.36	297.40	10.22
1382	BAXTER LAKE NW	270.36	297.40	10.22
1231	BAXTER LAKE S.	270.36	297.40	10.22
1198	BAXTER LAKE W.	270.36	297.40	10.22
2143	BAY TREE	270.36	297.40	10.22
2222	BEAR CANYON W.	257.76	283.54	9.75
2132	BEAR RIVER	270.36	297.40	10.22
1089	BELLIS	206.69	227.36	7.81
1675	BELLIS SOUTH	204.84	225.32	7.74

Effective: January 1, 2009
(Amended March 5, 2009)

Receipt Point Number	Receipt Point Name	FT-R Demand Rate per Month (\$/10 ³ m ³)	FT-RN Demand Rate per Month (\$/10 ³ m ³)	IT-R Rate per Day (\$/10 ³ m ³)
2043	BELLOY	270.36	297.40	10.22
2105	BELLOY WEST	224.37	246.81	8.48
1720	BELTZ LAKE	162.60	178.86	6.15
1264	BENALTO WEST	147.33	162.06	5.57
2177	BENBOW SOUTH	196.88	216.57	7.44
1274	BENTON WEST	121.27	133.40	4.59
1604	BERRY CREEK S.	136.03	149.63	5.14
1085	BERRY-CAROLSIDE	97.62	107.38	3.69
1157	BIG BEND	270.36	297.40	10.22
1225	BIG BEND EAST	270.36	297.40	10.22
3933	BIG EDDY INTERCONNECTION	143.09	157.40	5.41
2175	BIG PRAIRIE	270.36	297.40	10.22
1870	BIG VALLEY	238.90	262.79	9.03
1835	BIGKNIFE CREEK	138.54	152.39	5.24
2176	BIGORAY RIVER	168.12	184.93	6.36
1002	BINDLOSS N. #1	97.62	107.38	3.69
1001	BINDLOSS SOUTH	97.62	107.38	3.69
1474	BINDLOSS WEST	181.86	200.05	6.88
3446	BITTERN LAKE SL	270.36	297.40	10.22
1616	BLOOD IND CK E.	104.30	114.73	3.94
1505	BLOOD INDIAN CK	97.62	107.38	3.69
1779	BLOOR LAKE	228.12	250.93	8.62
1511	BLUE JAY	270.36	297.40	10.22
2704	BLUE RAPIDS	115.78	127.36	4.38
3471	BLUE RIDGE E SL	225.83	248.41	8.54
2119	BLUEBERRY HILL	270.36	297.40	10.22
1242	BODO WEST	194.39	213.83	7.35
2773	BOGGY HALL	112.93	124.22	4.27
1590	BOHN LAKE	270.36	297.40	10.22
5012	BOIVIN CREEK	270.36	297.40	10.22
1778	BOLLOQUE #2	270.36	297.40	10.22
1290	BOLLOQUE SOUTH	270.36	297.40	10.22
1401	BONAR WEST	97.62	107.38	3.69
1660	BONNYVILLE	270.36	297.40	10.22
2709	BOOTIS HILL	270.36	297.40	10.22
2117	BOTHA	270.36	297.40	10.22
2182	BOTHA EAST	270.36	297.40	10.22
2217	BOTHA WEST	270.36	297.40	10.22
2220	BOULDER CREEK	270.36	297.40	10.22
3001	BOUNDARY LAKE S	258.60	284.46	9.78
3002	BOUNDARY LK BDR	261.44	287.58	9.88
1318	BOWELL SOUTH	123.38	135.72	4.66
1849	BOWELL SOUTH #2	123.38	135.72	4.66
1216	BOWMANTON	136.90	150.59	5.18
1842	BOWMANTON EAST	124.21	136.63	4.70
1204	BOWMANTON SOUTH	113.86	125.25	4.30
1237	BOWMANTON WEST	219.67	241.64	8.31
2138	BOYER EAST	270.36	297.40	10.22
1703	BOYLE WEST	227.08	249.79	8.59
2799	BRAINARD LAKE	255.70	281.27	9.67
1947	BRAZEAU - BRAZEAU EAST SUM	138.09	151.90	5.22
1096	BRAZEAU SOUTH	132.77	146.05	5.02
1619	BRIGGS	123.59	135.95	4.67
2721	BROWNVALE NORTH	213.79	235.17	8.08
2364	BROWNVALE SALES	270.17	297.19	10.21
1168	BRUCE	144.11	158.52	5.45
1409	BULLPOUND	129.29	142.22	4.89

Effective: January 1, 2009
(Amended March 5, 2009)

Receipt Point Number	Receipt Point Name	FT-R Demand Rate per Month (\$/10 ³ m ³)	FT-RN Demand Rate per Month (\$/10 ³ m ³)	IT-R Rate per Day (\$/10 ³ m ³)
1350	BULLPOUND SOUTH	215.62	237.18	8.15
1555	BULLSHEAD	181.18	199.30	6.85
6004	BURNT PINE	270.36	297.40	10.22
2118	BURNT RIVER	227.53	250.28	8.60
2032	BURNT TIMBER	103.17	113.49	3.90
2181	BUTTE	97.62	107.38	3.69
1561	BYEMOOR	164.28	180.71	6.21
1725	CADOGAN	270.36	297.40	10.22
2221	CADOTTE RIVER	270.36	297.40	10.22
2738	CALAIS	208.69	229.56	7.89
1373	CALLING LAKE	270.36	297.40	10.22
1522	CALLING LAKE E.	270.36	297.40	10.22
6019	CALLING LAKE SE (SIMMONS)	270.36	297.40	10.22
1443	CALLING LAKE W.	231.38	254.52	8.75
1676	CALLING LK N.	262.44	288.68	9.92
1387	CALLING LK S.	270.36	297.40	10.22
2743	CALLUM CREEK	97.62	107.38	3.69
1651	CAMROSE CREEK	270.36	297.40	10.22
1805	CANOE LAKE	270.36	297.40	10.22
3866	CARBON INTERCONNECTION	97.62	107.38	3.69
1622	CARBON WEST	97.62	107.38	3.69
1692	CARIBOU LAKE	270.36	297.40	10.22
3893	CARROT CREEK #3893 INTERCO	134.57	148.03	5.09
1840	CARSELAND RECEIPT	97.62	107.38	3.69
2018	CARSON CREEK	228.78	251.66	8.65
2188	CARSON CREEK E.	270.36	297.40	10.22
3330	CARSTAIRS INTERCONNECTION	97.62	107.38	3.69
1491	CASLAN	270.36	297.40	10.22
1492	CASLAN EAST	270.36	297.40	10.22
1315	CASSILS	118.74	130.61	4.49
1397	CASTOR	188.49	207.34	7.13
2786	CATTAIL LK SOUTH	189.19	208.11	7.15
1737	CAVALIER	140.35	154.39	5.31
1228	CAVENDISH SOUTH	97.62	107.38	3.69
2768	CECILIA	154.49	169.94	5.84
1863	CESSFD-BURF W#2	119.71	131.68	4.53
1025	CESSFORD EAST	97.62	107.38	3.69
1152	CESSFORD N.E.	97.62	107.38	3.69
1145	CESSFORD NORTH	97.62	107.38	3.69
1312	CESSFORD SOUTH	97.62	107.38	3.69
1086	CESSFORD W GAGE	97.62	107.38	3.69
1004	CESSFORD WARDLO	97.62	107.38	3.69
1012	CESSFORD WEST	97.62	107.38	3.69
1060	CESSFORD-BUR #2	104.22	114.64	3.94
1027	CESSFORD-BURF W	119.71	131.68	4.53
3907	CHANCELLOR INTERCONNECTIC	97.62	107.38	3.69
1876	CHAPEL ROCK	97.62	107.38	3.69
1196	CHAUVIN	270.36	297.40	10.22
1666	CHEECHAM	270.36	297.40	10.22
1708	CHELSEA CREEK	270.36	297.40	10.22
1680	CHERRY GROVE E.	270.36	297.40	10.22
2705	CHESTER CREEK	270.36	297.40	10.22
2789	CHICKADEE CK #2	197.87	217.66	7.48
2286	CHICKADEE CK W.	270.36	297.40	10.22
1034	CHIGWELL	191.83	211.01	7.25
1040	CHIGWELL EAST	180.66	198.73	6.83
2108	CHINCHAGA	270.36	297.40	10.22

Effective: January 1, 2009
(Amended March 5, 2009)

Receipt Point Number	Receipt Point Name	FT-R Demand Rate per Month (\$/10 ³ m ³)	FT-RN Demand Rate per Month (\$/10 ³ m ³)	IT-R Rate per Day (\$/10 ³ m ³)
2266	CHINCHAGA WEST	270.36	297.40	10.22
1221	CHINOOK-CEREAL	156.32	171.95	5.91
5409	CHIP LAKE	134.69	148.16	5.09
3885	CHIP LAKE JCT	134.57	148.03	5.09
1609	CHISHOLM MILL W	270.36	297.40	10.22
1434	CHISHOLM MILLS	270.36	297.40	10.22
1322	CHOICE	270.36	297.40	10.22
1323	CHOICE B	270.36	297.40	10.22
1712	CHRISTINA LAKE	270.36	297.40	10.22
1535	CLANDONALD	270.36	297.40	10.22
2070	CLARK LAKE	176.62	194.28	6.68
2063	CLEAR HILLS	270.36	297.40	10.22
2764	CLEAR PRAIRIE	270.36	297.40	10.22
3008	CLEARDALE	270.36	297.40	10.22
1454	CLYDE	270.36	297.40	10.22
1803	CLYDE NORTH	270.36	297.40	10.22
6007	CLYDEN	270.36	297.40	10.22
3883	COALDALE JCT	100.89	110.98	3.81
5402	COALDALE S. B	130.15	143.17	4.92
3884	COALDALE S. JCT	100.89	110.98	3.81
1612	COATES LAKE	255.61	281.17	9.66
2735	CODESA	270.36	297.40	10.22
2152	CODNER	140.18	154.20	5.30
1417	COLD LAKE BDR	270.36	297.40	10.22
2003	COLEMAN	97.62	107.38	3.69
3052	COLEMAN SALES	97.62	107.38	3.69
2794	COLT	156.37	172.01	5.91
1624	CONKLIN	270.36	297.40	10.22
1634	CONKLIN WEST	270.36	297.40	10.22
1713	CONN LAKE	270.36	297.40	10.22
1635	CONTRACOSTA E.	244.01	268.41	9.23
1614	CONTRACOSTA LK	183.01	201.31	6.92
2736	COPTON CREEK	252.40	277.64	9.54
1763	CORNER LAKE #2	270.36	297.40	10.22
1697	CORRIGALL LAKE	270.36	297.40	10.22
1028	COUNTESS	97.62	107.38	3.69
1015	COUNTESS MAKEPEACE	101.47	111.62	3.84
2296	COUNTESS S. #2	97.62	107.38	3.69
1287	COUNTESS WEST	164.80	181.28	6.23
1963	COUSINS B & C SALES (SUMMAF	147.61	162.37	5.58
1433	COUSINS WEST	147.94	162.73	5.59
1088	CRAIGEND	270.36	297.40	10.22
1112	CRAIGEND EAST	270.36	297.40	10.22
1320	CRAIGEND NORTH	270.36	297.40	10.22
1148	CRAIGEND SOUTH	270.36	297.40	10.22
1541	CRAIGMYLE	270.36	297.40	10.22
1583	CRAIGMYLE EAST	270.36	297.40	10.22
1686	CRAMMOND	97.62	107.38	3.69
2749	CRANBERRY LK #2	270.36	297.40	10.22
3105	CRANBERRY LK SL	270.36	297.40	10.22
1701	CROOKED LK S.	182.93	201.22	6.92
2724	CROOKED LK W.	168.09	184.90	6.36
2008	CROSSFIELD	97.62	107.38	3.69
5101	CROSSFIELD EAST #3	97.62	107.38	3.69
3897	CROSSFIELD EAST INTERCONNI	97.62	107.38	3.69
1773	CROW LAKE SOUTH	270.36	297.40	10.22
2731	CROWELL	270.36	297.40	10.22

Effective: January 1, 2009
(Amended March 5, 2009)

Receipt Point Number	Receipt Point Name	FT-R Demand Rate per Month (\$/10 ³ m ³)	FT-RN Demand Rate per Month (\$/10 ³ m ³)	IT-R Rate per Day (\$/10 ³ m ³)
2718	CULP #2	270.36	297.40	10.22
1807	CULP NORTH	270.36	297.40	10.22
1489	CUTBANK RIVER	253.31	278.64	9.58
1738	DANCING LAKE	270.36	297.40	10.22
1279	DAPP EAST	270.36	297.40	10.22
2289	DARLING CREEK	270.36	297.40	10.22
1864	DAVEY LAKE	97.62	107.38	3.69
1529	DAYSLAND	152.54	167.79	5.77
2233	DEBOLT	270.36	297.40	10.22
1760	DECRENE EAST	270.36	297.40	10.22
1646	DECRENE NORTH	270.36	297.40	10.22
3888	DEEP VALLEY CREEK INTERCON	236.30	259.93	8.93
2244	DEEP VLLY CRK S	163.59	179.95	6.19
1539	DELIA	214.09	235.50	8.09
1476	DEMMITT	257.68	283.45	9.74
1734	DEVENISH SOUTH	270.36	297.40	10.22
1733	DEVENISH WEST	270.36	297.40	10.22
1793	DIAMOND CITY	159.92	175.91	6.05
1185	DISMAL CREEK	146.74	161.41	5.55
2210	DIXONVILLE N #2	225.90	248.49	8.54
2110	DIXONVILLE N.	270.36	297.40	10.22
2197	DOE CREEK	270.36	297.40	10.22
2712	DOE CREEK SOUTH	270.36	297.40	10.22
2776	DOIG RIVER	265.98	292.58	10.06
1147	DONALDA	258.24	284.06	9.76
1520	DONATVILLE	270.36	297.40	10.22
2254	DORIS CREEK N.	270.36	297.40	10.22
1236	DOROTHY	186.80	205.48	7.06
1818	DOWLING	103.87	114.26	3.93
2719	DREAU	270.36	297.40	10.22
1689	DROPOFF CREEK	270.36	297.40	10.22
1475	DUHAMEL	270.36	297.40	10.22
5022	DUNKIRK RIVER	270.36	297.40	10.22
1220	DUNMORE	159.69	175.66	6.04
2044	DUNVEGAN	238.51	262.36	9.02
2716	DUNVEGAN W. #2	270.36	297.40	10.22
2084	DUNVEGAN WEST	270.36	297.40	10.22
1877	DUVERNAY	209.41	230.35	7.92
3062	E. CALGARY B SL	97.62	107.38	3.69
2081	EAGLE HILL	144.21	158.63	5.45
2097	EAGLESHAM	200.14	220.15	7.57
2787	EAGLESHAM SOUTH	199.02	218.92	7.52
2007	EAST CALGARY	97.62	107.38	3.69
1568	EDBERG	237.83	261.61	8.99
1265	EDGERTON	270.36	297.40	10.22
1266	EDGERTON WEST	270.36	297.40	10.22
1064	EDSON	141.39	155.53	5.35
1213	EDWAND	230.67	253.74	8.72
2760	EKWAN	270.36	297.40	10.22
1715	ELINOR LAKE	270.36	297.40	10.22
1742	ELINOR LAKE E.	270.36	297.40	10.22
1558	ELK RIVER SOUTH	133.23	146.55	5.04
1615	ELMWORTH HIGH	202.52	222.77	7.66
1862	ELNORA EAST #2	240.35	264.39	9.09
1958	EMPRESS BORDER	97.62	107.38	3.69
1024	ENCHANT	125.16	137.68	4.73
1507	ENDIANG	104.16	114.58	3.94

Effective: January 1, 2009
(Amended March 5, 2009)

Receipt Point Number	Receipt Point Name	FT-R Demand Rate per Month (\$/10 ³ m ³)	FT-RN Demand Rate per Month (\$/10 ³ m ³)	IT-R Rate per Day (\$/10 ³ m ³)
1074	EQUITY	129.18	142.10	4.88
1359	EQUITY B	147.93	162.72	5.59
1586	EQUITY EAST	151.02	166.12	5.71
1232	ERSKINE NORTH	197.87	217.66	7.48
1746	ESTRIDGE LAKE	270.36	297.40	10.22
2049	ETA LAKE	140.59	154.65	5.32
1547	ETZIKOM A	270.36	297.40	10.22
1548	ETZIKOM B	270.36	297.40	10.22
1557	ETZIKOM D	270.36	297.40	10.22
1677	FAIRYDELL CREEK	270.36	297.40	10.22
3112	FALHER SALES	270.36	297.40	10.22
2729	FARIA	270.36	297.40	10.22
1891	FAWCETT R W #3	270.36	297.40	10.22
1753	FAWCETT RVR N.	270.36	297.40	10.22
1868	FERINTOSH SOUTH	263.76	290.14	9.97
1659	FERINTOSH WEST	270.36	297.40	10.22
2016	FERRIER	141.22	155.34	5.34
1101	FERRIER NORTH	133.15	146.47	5.03
2115	FERRIER SOUTH A	141.30	155.43	5.34
1111	FERRIER SOUTH B	145.93	160.52	5.52
1087	FIGURE LAKE	269.60	296.56	10.19
1300	FITZALLAN SOUTH	228.45	251.30	8.64
1095	FLAT LAKE	270.36	297.40	10.22
1632	FOISY	228.69	251.56	8.65
2251	FONTAS RIVER	270.36	297.40	10.22
3304	FORESTBURG SLS	125.94	138.53	4.76
1376	FORSHEE	124.13	136.54	4.69
1602	FORT KENT	270.36	297.40	10.22
2199	FOULWATER CREEK	270.36	297.40	10.22
2103	FOURTH CREEK	270.36	297.40	10.22
2198	FOURTH CREEK W.	270.36	297.40	10.22
2268	FRAKES FLATS	209.46	230.41	7.92
2772	FREEMAN RIVER	270.36	297.40	10.22
1875	GALT ISLAND	120.20	132.22	4.54
2079	GARRINGTON EAST	136.75	150.43	5.17
1623	GATINE	97.62	107.38	3.69
1358	GAYFORD	97.62	107.38	3.69
1435	GEM SOUTH	97.62	107.38	3.69
1490	GEM WEST	97.62	107.38	3.69
1073	GHOSTPINE	108.17	118.99	4.09
1617	GHOSTPINE B	112.33	123.56	4.25
1037	GILBY #2	133.68	147.05	5.05
1084	GILBY SOUTH PAC	133.67	147.04	5.05
2037	GILBY WEST	145.26	159.79	5.49
2722	GILMORE LAKE	231.95	255.15	8.77
3894	GILT EDGE WEST INTERCONNEC	270.36	297.40	10.22
1480	GLEICHEN	205.07	225.58	7.75
1456	GLENDON	270.36	297.40	10.22
2031	GOLD CREEK	183.12	201.43	6.92
1452	GOODFARE	238.77	262.65	9.03
1504	GOODRIDGE	270.36	297.40	10.22
1783	GOODRIDGE NORTH	270.36	297.40	10.22
1798	GOOSEQUILL	248.75	273.63	9.40
1880	GOOSEQUILL WEST	129.25	142.18	4.89
3886	GORDONDALE BORDER	251.79	276.97	9.52
1560	GOUGH LAKE	114.63	126.09	4.33
1448	GRACE CREEK	143.95	158.35	5.44

Effective: January 1, 2009
(Amended March 5, 2009)

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2771	GRACE CREEK STH	123.15	135.47	4.66
1482	GRAHAM	270.36	297.40	10.22
1352	GRAINGER	97.62	107.38	3.69
2129	GRANADA	168.24	185.06	6.36
3424	GRANDE CENTRE S	270.36	297.40	10.22
5005	GRANOR	270.36	297.40	10.22
1093	GREENCOURT	246.00	270.60	9.30
1267	GREGORY	108.95	119.85	4.12
1365	GREGORY N.E.	99.54	109.49	3.76
1259	GREGORY WEST	97.62	107.38	3.69
5025	GREW LAKE	270.36	297.40	10.22
5028	GREW LK EAST	270.36	297.40	10.22
1647	GRIST LAKE	270.36	297.40	10.22
2770	GRIZZLY	187.01	205.71	7.07
1538	HACKETT	270.36	297.40	10.22
1722	HACKETT WEST	270.36	297.40	10.22
1576	HADDOCK	175.33	192.86	6.63
1589	HADDOCK NORTH	181.47	199.62	6.86
1636	HADDOCK SOUTH	209.18	230.10	7.91
2086	HAIG RIVER	270.36	297.40	10.22
2064	HAIG RIVER EAST	270.36	297.40	10.22
2127	HAIG RIVER N.	270.36	297.40	10.22
1230	HAIRY HILL	216.72	238.39	8.19
1391	HALKIRK	141.25	155.38	5.34
1834	HALKIRK NORTH#2	120.40	132.44	4.55
2797	HAMBURG	270.36	297.40	10.22
3915	HAMILTON LAKE SUMMARY	270.36	297.40	10.22
1291	HAMLIN	270.36	297.40	10.22
6003	HANGINGSTONE	270.36	297.40	10.22
1182	HANNA	104.98	115.48	3.97
1444	HARDISTY	262.85	289.14	9.94
1166	HARMATTAN-ELKTN	97.62	107.38	3.69
2145	HARO RIVER N.	270.36	297.40	10.22
2766	HARPER CREEK	223.56	245.92	8.45
1850	HARTELL SOUTH	97.62	107.38	3.69
1709	HASTINGS COULEE	189.56	208.52	7.17
1418	HATTIE LAKE N.	270.36	297.40	10.22
2126	HAY RIVER	270.36	297.40	10.22
2278	HAY RIVER SOUTH	270.36	297.40	10.22
1603	HAYS	224.98	247.48	8.51
2140	HEART RIVER	270.36	297.40	10.22
1439	HEISLER	128.37	141.21	4.85
1523	HELINA	270.36	297.40	10.22
2174	HENDERSON CK SE	270.36	297.40	10.22
2164	HENDERSON CREEK	270.36	297.40	10.22
1673	HERMIT LAKE	245.93	270.52	9.30
3611	HERMIT LAKE SLS	246.05	270.66	9.30
1866	HIGHLAND RANCH	142.32	156.55	5.38
1402	HILDA WEST	97.62	107.38	3.69
2059	HINES CREEK	270.36	297.40	10.22
2219	HINES CREEK W.	270.36	297.40	10.22
1161	HOLDEN	205.20	225.72	7.76
1528	HOOLE	270.36	297.40	10.22
2047	HOTCHKISS	270.36	297.40	10.22
2065	HOTCHKISS EAST	270.36	297.40	10.22
2094	HOTCHKISS NE B	270.36	297.40	10.22
2095	HOTCHKISS NE C	270.36	297.40	10.22

Effective: January 1, 2009
(Amended March 5, 2009)

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2054	HOTCHKISS NORTH	270.36	297.40	10.22
2169	HOWARD CREEK E.	270.36	297.40	10.22
1207	HUDSON	189.52	208.47	7.17
1413	HUDSON WEST	156.84	172.52	5.93
1854	HUGHENDEN EAST	233.02	256.32	8.81
1859	HUMMOCK LAKE	118.26	130.09	4.47
2277	HUNT CREEK	270.36	297.40	10.22
2751	HUNT CREEK #2	270.36	297.40	10.22
1436	HUSSAR NORTH	97.62	107.38	3.69
1016	HUSSAR-CHANCELL	97.62	107.38	3.69
1142	HUXLEY	131.63	144.79	4.98
1591	HUXLEY EAST	265.45	292.00	10.04
1241	HYLO	270.36	297.40	10.22
1357	HYLO SOUTH	270.36	297.40	10.22
1479	HYTHE	251.31	276.44	9.50
1277	IDDESLEIGH S.	101.17	111.29	3.83
1678	INDIAN LAKE	158.74	174.61	6.00
1717	INDIAN LAKE #2	158.07	173.88	5.98
3857	INLAND SALES EXCHANGE	174.38	191.82	6.59
1685	IPIATIK LAKE	270.36	297.40	10.22
1441	IRISH	270.36	297.40	10.22
1569	IROQUOIS CREEK	197.09	216.80	7.45
1201	IRVINE	182.03	200.23	6.88
1407	ISLAND LAKE	258.56	284.42	9.78
1694	JACKFISH CREEK	270.36	297.40	10.22
2723	JACKPOT CREEK	270.36	297.40	10.22
2146	JACKSON CREEK	102.09	112.30	3.86
3860	JANUARY CREEK INTERCONNEC	150.11	165.12	5.68
1163	JARROW	270.36	297.40	10.22
1159	JARROW SOUTH	270.36	297.40	10.22
1281	JARROW WEST	270.36	297.40	10.22
1799	JARVIS NORTH	270.36	297.40	10.22
1886	JARVIS BAY	139.88	153.87	5.29
1143	JENNER EAST	97.62	107.38	3.69
1099	JENNER WEST	97.62	107.38	3.69
1385	JENNER WEST B	97.62	107.38	3.69
1167	JOFFRE	200.18	220.20	7.57
1878	JOFFRE EAST	160.37	176.41	6.06
3864	JOFFRE INTERCONNECTION	125.87	138.46	4.76
2267	JONES LAKE	232.03	255.23	8.77
2279	JONES LAKE #2	232.26	255.49	8.78
2241	JONES LAKE N.	270.36	297.40	10.22
2087	JOSEPHINE	270.36	297.40	10.22
2022	JUDY CREEK	270.36	297.40	10.22
2036	JUMPING POUND W	97.62	107.38	3.69
1811	KAKWA	232.48	255.73	8.79
1462	KARR	179.55	197.51	6.79
2013	KAYBOB	206.00	226.60	7.79
2027	KAYBOB 11-36	203.28	223.61	7.69
2020	KAYBOB SOUTH	185.59	204.15	7.02
2035	KAYBOB SOUTH #3	155.87	171.46	5.89
2053	KEG RIVER	270.36	297.40	10.22
2068	KEG RIVER EAST	270.36	297.40	10.22
2216	KEG RIVER NORTH	270.36	297.40	10.22
1224	KEHO LAKE	100.62	110.68	3.80
1775	KEHO LAKE NORTH	131.69	144.86	4.98
1882	KEIVERS LAKE	97.62	107.38	3.69

Effective: January 1, 2009
(Amended March 5, 2009)

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2748	KEMP RIVER	270.36	297.40	10.22
1483	KENT	270.36	297.40	10.22
2739	KEPPLER CREEK	270.36	297.40	10.22
1845	KERSEY	97.62	107.38	3.69
1879	KERSEY #2	97.62	107.38	3.69
1627	KETTLE RIVER	270.36	297.40	10.22
2288	KIDNEY LAKE	270.36	297.40	10.22
1608	KIKINO	264.87	291.36	10.01
1162	KILLAM	270.36	297.40	10.22
1298	KILLAM NORTH	270.36	297.40	10.22
1682	KINOSIS	270.36	297.40	10.22
1446	KIRBY	270.36	297.40	10.22
1727	KIRBY NORTH #2	270.36	297.40	10.22
2777	KOTCHO RIVER	270.36	297.40	10.22
2759	KSITUAN R E #2	270.36	297.40	10.22
2134	KSITUAN RIVER	270.36	297.40	10.22
1721	LAC LA BICHE	270.36	297.40	10.22
1860	LACOMBE LAKE	115.00	126.50	4.35
1718	LACOREY	270.36	297.40	10.22
2287	LAFOND CREEK	270.36	297.40	10.22
1210	LAKE NEWELL E.	156.62	172.28	5.92
1562	LAKEVIEW LAKE	111.43	122.57	4.21
1828	LAKEVIEW LAKE #2	111.20	122.32	4.20
2737	LALBY CREEK	270.36	297.40	10.22
1767	LAMERTON	200.09	220.10	7.57
1884	LAMERTON SOUTH	137.36	151.10	5.19
1887	LAMERTON#2	200.09	220.10	7.57
1206	LANFINE	123.72	136.09	4.68
1564	LARKSPUR	270.36	297.40	10.22
2223	LAST LAKE	236.71	260.38	8.95
2151	LASTHILL CREEK	104.65	115.12	3.96
2259	LATHROP CREEK	269.43	296.37	10.19
1874	LAVESTA	123.48	135.83	4.67
1132	LAVOY	220.25	242.28	8.33
1695	LAWRENCE LAKE N	270.36	297.40	10.22
2040	LEAFLAND	191.37	210.51	7.24
1833	LEE LAKE	217.05	238.76	8.21
2179	LEEDALE	111.25	122.38	4.21
2249	LENNARD CREEK	270.36	297.40	10.22
1272	LEO	100.94	111.03	3.82
5003	LIEGE	270.36	297.40	10.22
1536	LINARIA	270.36	297.40	10.22
1857	LINDEN	97.62	107.38	3.69
1872	LITTLE BOW	97.62	107.38	3.69
1494	LITTLE SUNDANCE	143.71	158.08	5.43
2111	LOBSTICK	133.43	146.77	5.04
1465	LONE BUTTE	201.40	221.54	7.61
1069	LONE PINE CREEK	101.78	111.96	3.85
1139	LONE PINE SOUTH	97.62	107.38	3.69
1768	LONESOME LAKE	143.43	157.77	5.42
1630	LONG LAKE WEST	270.36	297.40	10.22
1366	LOUISIANA LAKE	146.12	160.73	5.52
1496	LOUSANA	241.74	265.91	9.14
2128	LOVET CREEK	270.36	297.40	10.22
1386	LUCKY LAKE	270.36	297.40	10.22
3058	LUNDBRECK-COWLEY	97.62	107.38	3.69
2774	MACINTOSH LAKE	255.07	280.58	9.64

Effective: January 1, 2009
(Amended March 5, 2009)

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5021	MACKAY RIVER	270.36	297.40	10.22
2780	MADDENVILLE	220.56	242.62	8.34
2702	MAHASKA	223.25	245.58	8.44
1229	MAJESTIC	133.38	146.72	5.04
1419	MAKEPEACE NORTH	108.76	119.64	4.11
1873	MALMO	204.37	224.81	7.73
1719	MANATOKEN LAKE	270.36	297.40	10.22
2720	MANIR	262.19	288.41	9.91
1273	MAPLE GLEN	107.35	118.09	4.06
1572	MARLBORO	202.65	222.92	7.66
1663	MARLBORO EAST	202.89	223.18	7.67
2713	MARLOW CREEK	270.36	297.40	10.22
2762	MARSH HD CK W#2	158.41	174.25	5.99
2750	MARSH HEAD CK WEST	158.28	174.11	5.98
2228	MARSH HEAD CRK	179.93	197.92	6.80
1091	MARTEN HILLS	270.36	297.40	10.22
1672	MARTEN HILLS N.	270.36	297.40	10.22
1097	MARTEN HILLS S.	270.36	297.40	10.22
1270	MATZHIWIN EAST	139.24	153.16	5.26
1284	MATZHIWIN N.E.	103.17	113.49	3.90
1379	MATZHIWIN SOUTH	97.62	107.38	3.69
1150	MATZHIWIN WEST	97.62	107.38	3.69
1514	MAUGHAN	270.36	297.40	10.22
1633	MAY HILL	270.36	297.40	10.22
2790	MAYBERNE	146.50	161.15	5.54
2706	MCLEAN CREEK	270.36	297.40	10.22
2144	MCLENNAN	270.36	297.40	10.22
2710	MCMILLAN LAKE	270.36	297.40	10.22
6404	MCNEILL BORDER	97.62	107.38	3.69
1707	MEADOW CREEK E.	270.36	297.40	10.22
1705	MEADOW CRK WEST	270.36	297.40	10.22
1338	MEANOOK	270.36	297.40	10.22
1017	MED HAT N. #1	97.62	107.38	3.69
1184	MED HAT N. ARCO	97.62	107.38	3.69
1325	MED HAT N. F	97.62	107.38	3.69
1205	MED HAT N.W.	97.62	107.38	3.69
1018	MED HAT S. #1	97.62	107.38	3.69
1043	MED HAT S. #2	97.62	107.38	3.69
1128	MED HAT S. #4	97.62	107.38	3.69
1172	MED HAT WEST	97.62	107.38	3.69
1186	MEDICINE HAT E.	110.93	122.02	4.19
1214	MEDICINE RVR A	270.36	297.40	10.22
2778	MEGA RIVER	270.36	297.40	10.22
2781	MEGA RIVER #2	270.36	297.40	10.22
1645	METISKOW NORTH	215.67	237.24	8.15
1362	MEYER	270.36	297.40	10.22
1508	MICHICHI	194.85	214.34	7.37
1146	MIKWAN	180.89	198.98	6.84
1427	MIKWAN EAST	270.36	297.40	10.22
1144	MIKWAN NORTH	131.96	145.16	4.99
2237	MILLERS LAKE	153.05	168.36	5.79
1524	MILLS	270.36	297.40	10.22
1578	MILO	99.33	109.26	3.76
1396	MINBURN	270.36	297.40	10.22
2149	MINNEHIK-BK L B	131.79	144.97	4.98
2010	MINNEHIK-BK LK	131.02	144.12	4.95
1693	MINNOW LAKE	200.23	220.25	7.57

Effective: January 1, 2009
(Amended March 5, 2009)

Receipt Point Number	Receipt Point Name	FT-R Demand Rate per Month (\$/10 ³ m ³)	FT-RN Demand Rate per Month (\$/10 ³ m ³)	IT-R Rate per Day (\$/10 ³ m ³)
1658	MIQUELON LAKE	270.36	297.40	10.22
2273	MIRAGE	270.36	297.40	10.22
1500	MIRROR	210.42	231.46	7.96
1090	MITSUE	270.36	297.40	10.22
3889	MITSUE SALES INTERCONNECTI	270.36	297.40	10.22
1457	MITSUE SOUTH	270.36	297.40	10.22
3863	MONARCH EXCHANGE	100.89	110.98	3.81
1605	MONITOR CREEK	140.33	154.36	5.31
1771	MONITOR CREEK W	216.41	238.05	8.18
1222	MONITOR SOUTH	147.35	162.09	5.57
1292	MONS LAKE	270.36	297.40	10.22
1355	MONS LAKE EAST	270.36	297.40	10.22
1823	MOOSE PORTAGE	237.20	260.92	8.97
1484	MOOSELAKE RIVER	270.36	297.40	10.22
1460	MORECAMBE	270.36	297.40	10.22
1458	MORRIN	193.37	212.71	7.31
1781	MOSS LAKE	270.36	297.40	10.22
1802	MOSS LAKE NORTH	266.13	292.74	10.06
1641	MOUNT VALLEY	241.97	266.17	9.15
2732	MOUNTAIN LAKE	260.77	286.85	9.86
2206	MULLIGAN CRK S.	270.36	297.40	10.22
1774	MUNSON	262.56	288.82	9.93
1888	MUNSON #2	262.56	288.82	9.93
1551	MURRAY LAKE	228.68	251.55	8.65
2236	MUSKEG CREEK	270.36	297.40	10.22
1785	MUSKWA RIVER	270.36	297.40	10.22
2711	MUSREAU LAKE	269.59	296.55	10.19
1730	MYRNAM	270.36	297.40	10.22
2745	NARRAWAY RIVER	270.36	297.40	10.22
3009	NEPTUNE	258.72	284.59	9.78
1276	NESTOW	270.36	297.40	10.22
1316	NETOOK	270.36	297.40	10.22
1020	NEVIS NORTH	151.15	166.27	5.71
1019	NEVIS SOUTH	146.50	161.15	5.54
1502	NEWBROOK	270.36	297.40	10.22
1140	NEWELL NORTH	97.62	107.38	3.69
1747	NIGHTINGALE	97.62	107.38	3.69
2242	NIOBE CREEK	252.33	277.56	9.54
1194	NIPISI	270.36	297.40	10.22
2071	NITON	149.41	164.35	5.65
2172	NITON NORTH	164.11	180.52	6.20
3368	NOEL LAKE SALES	250.70	275.77	9.48
6006	NORTH DUNCAN	270.36	297.40	10.22
6009	NORTH HANGINGSTONE	270.36	297.40	10.22
3454	NORTH PENHOLD SALES	108.78	119.66	4.11
6008	NORTH THORNBURY (RIO)	270.36	297.40	10.22
2767	NOSE MOUNTAIN	263.07	289.38	9.95
1865	NOSEHILL CK NORTH	150.69	165.76	5.70
2192	NOTIKEWIN RIVER	270.36	297.40	10.22
2218	NOTIKEWIN RVR N	270.36	297.40	10.22
1829	OBED NORTH	147.38	162.12	5.57
1532	OHATON	270.36	297.40	10.22
2796	OLDMAN	147.31	162.04	5.57
1053	OLDS	122.05	134.26	4.61
1545	OPAL	270.36	297.40	10.22
1814	ORLOFF LAKE	270.36	297.40	10.22
1716	OSBORNE LAKE	270.36	297.40	10.22

Effective: January 1, 2009
(Amended March 5, 2009)

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1812	OSLAND LAKE	270.36	297.40	10.22
1587	OVERLEA	270.36	297.40	10.22
1817	OWL LAKE	270.36	297.40	10.22
2728	OWL LAKE SOUTH	270.36	297.40	10.22
2742	OWL LAKE STH #2	270.36	297.40	10.22
2746	OWL LAKE STH #3	270.36	297.40	10.22
1007	OYEN	132.39	145.63	5.01
1058	OYEN NORTH	99.40	109.34	3.76
1126	OYEN SOUTHEAST	97.62	107.38	3.69
2098	PADDLE PRAIR S.	270.36	297.40	10.22
2093	PADDLE PRAIRIE	270.36	297.40	10.22
1307	PADDLE RIVER	258.18	284.00	9.76
1852	PAKAN LAKE	207.80	228.58	7.86
1728	PARADISE VALLEY	270.36	297.40	10.22
1853	PARKER CREEK	270.36	297.40	10.22
1665	PARSONS LAKE	270.36	297.40	10.22
2089	PASS CREEK	171.57	188.73	6.49
2168	PASS CREEK WEST	164.34	180.77	6.21
2260	PASTECHO RIVER	270.36	297.40	10.22
1278	PATRICIA	97.62	107.38	3.69
1289	PATRICIA WEST	107.86	118.65	4.08
2793	PEAVINE CREEK	270.36	297.40	10.22
3804	PEMBINA INTERCONNECTION	113.76	125.14	4.30
1180	PENHOLD	104.67	115.14	3.96
1607	PENHOLD WEST	147.07	161.78	5.56
2280	PETE LAKE	270.36	297.40	10.22
2247	PETE LAKE SOUTH	228.41	251.25	8.64
1714	PICHE LAKE	270.36	297.40	10.22
1610	PICTURE BUTTE	213.85	235.24	8.09
2046	PIONEER	138.13	151.94	5.22
1739	PIPER CREEK	144.55	159.01	5.47
1797	PITLO	270.36	297.40	10.22
1110	PLAIN LAKE	270.36	297.40	10.22
1858	POE	142.61	156.87	5.39
2173	POISON CREEK	192.64	211.90	7.28
1881	PORTERS BUTTE	97.62	107.38	3.69
3879	PRIDDIS INTERCONNECTION	97.62	107.38	3.69
1246	PRINCESS EAST	97.62	107.38	3.69
1183	PRINCESS WEST	97.62	107.38	3.69
1010	PRINCESS-DENHAR	97.62	107.38	3.69
1022	PRINCESS-IDDESL	97.62	107.38	3.69
2153	PROGRESS	237.13	260.84	8.97
2191	PROGRESS EAST	244.68	269.15	9.25
1304	PROSPERITY	270.36	297.40	10.22
1211	PROVOST MONITOR	270.36	297.40	10.22
1003	PROVOST NORTH	160.48	176.53	6.07
1013	PROVOST SOUTH	174.13	191.54	6.58
1045	PROVOST WEST	239.59	263.55	9.06
1038	PROVOST-KESSLER	261.50	287.65	9.89
1601	QUEENSTOWN	215.37	236.91	8.14
2026	QUIRK CREEK	97.62	107.38	3.69
1741	RABBIT LAKE	270.36	297.40	10.22
2201	RAINBOW LAKE S.	270.36	297.40	10.22
1106	RAINIER	97.62	107.38	3.69
1378	RAINIER SOUTH	142.18	156.40	5.38
1282	RALSTON	97.62	107.38	3.69
1826	RALSTON SOUTH	97.62	107.38	3.69

Effective: January 1, 2009
(Amended March 5, 2009)

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2148	RAMBLING CREEK	270.36	297.40	10.22
2213	RAMBLING CRK E.	270.36	297.40	10.22
1164	RANFURLY	270.36	297.40	10.22
3911	RANFURLY INTERCONNECT	270.36	297.40	10.22
1189	RANFURLY NORTH	198.60	218.46	7.51
1165	RANFURLY WEST	236.78	260.46	8.95
2104	RAT CREEK	119.12	131.03	4.50
2265	RAT CREEK SOUTH	133.83	147.21	5.06
2252	RAT CREEK WEST	144.49	158.94	5.46
2193	RAY LAKE SOUTH	270.36	297.40	10.22
2166	RAY LAKE WEST	270.36	297.40	10.22
1209	REDCLIFF	156.04	171.64	5.90
1219	REDCLIFF SOUTH	134.04	147.44	5.07
1838	REDCLIFF STH #2	134.04	147.44	5.07
1346	REDCLIFF WEST	144.01	158.41	5.44
3438	REDWATER B SL	270.36	297.40	10.22
3406	REDWATER SALES	270.36	297.40	10.22
2779	RETHAVEN	205.45	226.00	7.77
2785	RETHAVEN NORTH	199.21	219.13	7.53
1218	RETLAW SOUTH	128.05	140.86	4.84
1392	RIBSTONE	270.36	297.40	10.22
1374	RICH LAKE	270.36	297.40	10.22
1135	RICINUS	117.67	129.44	4.45
1372	RICINUS SOUTH	116.31	127.94	4.40
1437	RICINUS WEST	122.54	134.79	4.63
2782	RIDGEVALLEY	208.09	228.90	7.87
1949	RIMBEY-WESTEROSE SUMMARY	134.50	147.95	5.09
3405	RIM-WEST SALES	134.51	147.96	5.09
1510	RIVERCOURSE	270.36	297.40	10.22
1499	ROBB	165.99	182.59	6.28
1336	ROCHESTER	270.36	297.40	10.22
1400	ROCK ISLAND LK	270.36	297.40	10.22
1820	ROCK ISLAND S2	270.36	297.40	10.22
1134	ROCKYFORD	97.62	107.38	3.69
1579	ROSE LYNNE	97.62	107.38	3.69
1885	ROSEGLEN	102.38	112.62	3.87
1466	ROSEMARY	97.62	107.38	3.69
1461	ROSEMARY NORTH	97.62	107.38	3.69
2099	ROSEVEAR SOUTH	157.04	172.74	5.94
2725	ROSSBEAR LAKE	270.36	297.40	10.22
1706	ROURKE CRK EAST	270.36	297.40	10.22
1540	ROWLEY	183.50	201.85	6.94
1299	ROYAL PARK	180.16	198.18	6.81
1530	RUMSEY	190.04	209.04	7.19
1867	RUMSEY NORTH #2	262.05	288.26	9.91
3912	RUNNING LAKE INTERCONNECT	270.36	297.40	10.22
2261	RUSSELL CREEK	270.36	297.40	10.22
1311	SADDLE LAKE N.	241.90	266.09	9.15
1310	SADDLE LAKE W.	270.36	297.40	10.22
2281	SAND CREEK	133.06	146.37	5.03
2758	SAWN LAKE	270.36	297.40	10.22
2792	SAWN LAKE EAST	270.36	297.40	10.22
3481	SAWRIDGE SALES	270.36	297.40	10.22
1537	SCOTFIELD	218.51	240.36	8.26
1036	SEDALIA NORTH	221.76	243.94	8.38
1023	SEDALIA SOUTH	129.33	142.26	4.89
1114	SEDGEWICK	270.36	297.40	10.22

Effective: January 1, 2009
(Amended March 5, 2009)

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1395	SEDGEWICK EAST	270.36	297.40	10.22
1403	SEDGEWICK NORTH	270.36	297.40	10.22
1447	SEIU CREEK	97.62	107.38	3.69
1370	SEPTEMBER LK N.	270.36	297.40	10.22
1847	SERVICEBERRY CREEK	97.62	107.38	3.69
3862	SEVERN CREEK INTERCONNEC	97.62	107.38	3.69
3940	SHADY OAK INTERCONNECTION	166.76	183.44	6.30
1871	SHARPLES	97.62	107.38	3.69
1846	SHARROW SOUTH#2	97.62	107.38	3.69
3439	SHEERNESS SALES	97.62	107.38	3.69
2783	SHEKILIE RVR EAST	270.36	297.40	10.22
2276	SHEKILIE RVR N.	270.36	297.40	10.22
2798	SHERRI VAIL	161.58	177.74	6.11
1008	SIBBALD	169.48	186.43	6.41
2170	SILVERWOOD	270.36	297.40	10.22
1806	SIMON LAKES	270.36	297.40	10.22
2028	SIMONETTE	236.28	259.91	8.93
1354	SLAWA NORTH	270.36	297.40	10.22
2235	SLIMS LAKE	270.36	297.40	10.22
2137	SLOAT CREEK	270.36	297.40	10.22
1521	SMITH	270.36	297.40	10.22
1637	SMITH WEST	270.36	297.40	10.22
2165	SNEDDON CREEK	270.36	297.40	10.22
2253	SNIPE LAKE	270.36	297.40	10.22
2264	SNOWFALL CREEK	270.36	297.40	10.22
2763	SNUFF MOUNTAIN	175.14	192.65	6.62
1556	SOUTH SASK RVR	257.45	283.20	9.73
1580	SPEAR LAKE	270.36	297.40	10.22
1856	SPOTTED CREEK	168.94	185.83	6.39
1341	SPRUCEFIELD	270.36	297.40	10.22
1487	SPURFIELD	270.36	297.40	10.22
1581	SQUARE LAKE	270.36	297.40	10.22
2775	SQUIRREL MOUNTAIN	269.71	296.68	10.20
1519	ST. BRIDES	270.36	297.40	10.22
1414	ST. LINA	270.36	297.40	10.22
1415	ST. LINA NORTH	270.36	297.40	10.22
1416	ST. LINA WEST	270.36	297.40	10.22
1534	STANDARD	97.62	107.38	3.69
1131	STANMORE	129.71	142.68	4.90
1156	STANMORE SOUTH	120.72	132.79	4.56
1371	STEELE LAKE	270.36	297.40	10.22
2284	STEEN RIVER	270.36	297.40	10.22
1308	STETTLER SOUTH	224.71	247.18	8.50
1388	STEVEVILLE	97.62	107.38	3.69
1565	STONEY CREEK	270.36	297.40	10.22
1566	STONEY CREEK W.	258.22	284.04	9.76
1115	STRACHAN	107.46	118.21	4.06
1179	STROME-HOLMBERG	177.83	195.61	6.72
2030	STURGEON LAKE S	260.36	286.40	9.84
1423	SUFFIELD WEST	115.55	127.11	4.37
1193	SULLIVAN LAKE	192.69	211.96	7.29
1516	SUNDANCE CREEK	211.32	232.45	7.99
1595	SUNDANCE CRK E.	144.78	159.26	5.47
1696	SUNDAY CREEK S.	270.36	297.40	10.22
1079	SUNNYNOOK	97.62	107.38	3.69
2795	SUNVALLEY	166.42	183.06	6.29
1054	SYLVAN LAKE	128.43	141.27	4.86

Effective: January 1, 2009
(Amended March 5, 2009)

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1187	SYLVAN LAKE EAST #1	124.10	136.51	4.69
1855	SYLVAN LAKE EAST #2	122.63	134.89	4.64
1191	SYLVAN LK SOUTH	144.44	158.88	5.46
1055	SYLVAN LK WEST	142.23	156.45	5.38
2082	TANGENT	270.36	297.40	10.22
2121	TANGENT B	270.36	297.40	10.22
2208	TANGENT EAST	270.36	297.40	10.22
2157	TANGHE CREEK	270.36	297.40	10.22
2204	TANGHE CREEK #2	270.36	297.40	10.22
1440	TAPLOW	97.62	107.38	3.69
1837	TAWADINA CREEK	107.46	118.21	4.06
2076	TEEPEE CREEK	270.36	297.40	10.22
5027	THICKWOOD HILLS	270.36	297.40	10.22
1377	THORHILD	270.36	297.40	10.22
1430	THORHILD WEST	256.33	281.96	9.69
6005	THORNBURY EAST	270.36	297.40	10.22
6002	THORNBURY MARIANA	270.36	297.40	10.22
6001	THORNBURY NORTH (AG THORN)	270.36	297.40	10.22
6000	THORNBURY WEST	270.36	297.40	10.22
1029	THREE HILLS CRK	138.86	152.75	5.25
1335	THREE HLS CRK W	97.62	107.38	3.69
1348	TIDE LAKE	97.62	107.38	3.69
1639	TIDE LAKE B	97.62	107.38	3.69
1331	TIDE LAKE EAST	97.62	107.38	3.69
1268	TIDE LAKE NORTH	97.62	107.38	3.69
1223	TIDE LAKE SOUTH	97.62	107.38	3.69
1314	TILLEBROOK	97.62	107.38	3.69
1644	TILLEBROOK WEST	97.62	107.38	3.69
1169	TILLEY	97.62	107.38	3.69
1839	TILLEY SOUTH #2	222.38	244.62	8.41
2769	TIMBERWOLF	270.36	297.40	10.22
2116	TONY CREEK N.	214.77	236.25	8.12
2754	TOPLAND	270.36	297.40	10.22
1841	TORLEA EAST	215.45	237.00	8.15
1869	TORRINGTON E #2	97.62	107.38	3.69
1621	TORRINGTON EAST	97.62	107.38	3.69
1442	TRAVERS	97.62	107.38	3.69
1574	TROCHU	168.16	184.98	6.36
1848	TUDOR	97.62	107.38	3.69
1343	TWEEDIE	270.36	297.40	10.22
1256	TWEEDIE SOUTH	270.36	297.40	10.22
1699	TWELVE MILE COULEE	143.88	158.27	5.44
1190	TWINING	111.37	122.51	4.21
1066	TWINING NORTH	119.10	131.01	4.50
3113	TWINLAKES CK SL	270.36	297.40	10.22
2224	TWO CREEKS	270.36	297.40	10.22
2229	TWO CREEKS EAST	270.36	297.40	10.22
1120	UKALTA	268.77	295.65	10.16
1317	UKALTA EAST	231.21	254.33	8.74
1250	UNITY BORDER	203.28	223.61	7.69
1154	VALE	116.20	127.82	4.39
1212	VALE EAST	152.69	167.96	5.77
2107	VALHALLA	236.60	260.26	8.95
2227	VALHALLA #2	236.56	260.22	8.94
2189	VALHALLA EAST	253.07	278.38	9.57
1801	VANDERSTEENE LK	270.36	297.40	10.22
2788	VEDA	263.75	290.13	9.97

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1056	VERGER	97.62	107.38	3.69
1077	VERGER-HOMESTEAD	97.62	107.38	3.69
1203	VERGER-MILLICEN	97.62	107.38	3.69
3916	VETERAN SUMMARY	270.36	297.40	10.22
1606	VICTOR	257.60	283.36	9.74
1347	VIKING EAST	179.21	197.13	6.78
3890	VIKING INTERCONNECTION	169.38	186.32	6.40
1257	VIKING NORTH	245.11	269.62	9.27
1464	VILNA	270.36	297.40	10.22
1527	VIMY	270.36	297.40	10.22
2034	VIRGINIA HILLS	270.36	297.40	10.22
1076	VULCAN	126.25	138.88	4.77
1724	WABASCA	270.36	297.40	10.22
1669	WADDELL CREEK	270.36	297.40	10.22
1736	WADDELL CREEK W	270.36	297.40	10.22
1383	WAINWRIGHT EAST	270.36	297.40	10.22
1199	WAINWRIGHT S.	270.36	297.40	10.22
6015	WANDER TOWER (TALISMAN)	270.36	297.40	10.22
1822	WANDERING RIVER	270.36	297.40	10.22
1340	WARDLOW EAST	97.62	107.38	3.69
2133	WARRENSVILLE	270.36	297.40	10.22
1353	WARSPITE	226.96	249.66	8.58
1118	WARWICK	171.61	188.77	6.49
1173	WARWICK SOUTH	195.68	215.25	7.40
2029	WASKAHIGAN	170.67	187.74	6.45
2160	WATER VALLEY	97.62	107.38	3.69
2123	WATINO	270.36	297.40	10.22
1945	WATR1/WATR2 SUM	97.62	107.38	3.69
1570	WATTS	143.53	157.88	5.43
1021	WAYNE NORTH	141.77	155.95	5.36
1039	WAYNE-DALUM	130.99	144.09	4.95
1107	WAYNE-ROSEBUD	97.62	107.38	3.69
1585	WEASEL CREEK	270.36	297.40	10.22
1723	WEAVER LAKE	270.36	297.40	10.22
1780	WEAVER LAKE S.	270.36	297.40	10.22
2207	WEBSTER	270.36	297.40	10.22
2248	WEBSTER NORTH	270.36	297.40	10.22
1825	WELLING	270.36	297.40	10.22
2158	WEMBLEY	220.25	242.28	8.33
2120	WEST PEMBINA S.	129.84	142.82	4.91
1188	WEST VIKING	211.51	232.66	8.00
1321	WESTLOCK	270.36	297.40	10.22
3871	WESTLOCK SALES INTERCONNE	270.36	297.40	10.22
1787	WHISTWOW	270.36	297.40	10.22
2701	WHITBURN EAST	259.78	285.76	9.82
1094	WHITECOURT	229.53	252.48	8.68
2075	WHITELAW	264.83	291.31	10.01
2055	WHITEMUD EAST	270.36	297.40	10.22
3917	WHITEMUD WEST-WHITEMUD RI	270.36	297.40	10.22
1345	WHITFORD	218.60	240.46	8.26
1684	WIAU LAKE	270.36	297.40	10.22
2005	WILDCAT HILLS	97.62	107.38	3.69
1661	WILDHAY RIVER	153.38	168.72	5.80
1650	WILDUNN CREEK E	98.40	108.24	3.72
2112	WILLESDEN GR N.	99.69	109.66	3.77
2014	WILLESDEN GREEN	97.62	107.38	3.69
1428	WILLINGDON	194.10	213.51	7.34

Effective: January 1, 2009
(Amended March 5, 2009)

Receipt Point Number	Receipt Point Name	FT-R Demand Rate per Month (\$/10 ³ m ³)	FT-RN Demand Rate per Month (\$/10 ³ m ³)	IT-R Rate per Day (\$/10 ³ m ³)
1652	WILLOW RIVER	270.36	297.40	10.22
1759	WILLOW RIVER N	270.36	297.40	10.22
2019	WILSON CREEK	168.59	185.45	6.37
2171	WILSON CREEK SE	169.86	186.85	6.42
1046	WIMBORNE	102.66	112.93	3.88
1234	WIMBORNE NORTH	110.83	121.91	4.19
2707	WINAGAMI LAKE	270.36	297.40	10.22
2012	WINDFALL	166.04	182.64	6.28
1628	WINEFRED RVR N.	270.36	297.40	10.22
1671	WINEFRED RVR S.	270.36	297.40	10.22
1070	WINTERING HILLS	97.62	107.38	3.69
1104	WINTERING HLS E	97.62	107.38	3.69
2147	WITHROW	126.69	139.36	4.79
2124	WOKING	270.36	297.40	10.22
2214	WOLVERINE RIVER	270.36	297.40	10.22
1035	WOOD RIVER	190.89	209.98	7.22
3425	WOOD RVR SALES	190.63	209.69	7.21
2765	WOOSTER	165.08	181.59	6.24
1342	YOUNGSTOWN	208.13	228.94	7.87
2060	ZAMA LAKE	270.36	297.40	10.22
1944	ZAMA LAKE SUMMARY	270.36	297.40	10.22

Attachment 2 - FT-P Demand Rates

Distance Band	Maximum Distance Between Receipt Point and Delivery Point (km)		FT-P Demand Rate per Month
	From	To	(\$/10 ³ m ³)
1	0	25	112.90
2	>25	50	120.75
3	>50	75	128.60
4	>75	100	136.45
5	>100	125	144.31
6	>125	150	152.16
7	>150	175	160.01
8	>175	200	167.86
9	>200	225	175.71
10	>225	250	183.56
11	>250	275	191.42
12	>275	300	199.27
13	>300	325	207.12
14	>325	350	214.97
15	>350	375	222.82
16	>375	400	230.67
17	>400	425	238.53
18	>425	450	246.38
19	>450	475	254.23
20	>475	500	262.08
21	>500	525	269.93
22	>525	550	277.78
23	>550		285.64

RATE SCHEDULE FT-R
FIRM TRANSPORTATION - RECEIPT

1.0 DEFINITIONS

1.1 The capitalized terms used in this Rate Schedule have the meanings attributed to them in the General Terms and Conditions of the Tariff unless otherwise defined in this Rate Schedule.

2.0 SERVICE DESCRIPTION AND AVAILABILITY

2.1 Subject to the stated terms and conditions, service under Rate Schedule FT-R shall mean the receipt of gas within Alberta from Customer at Customer's Receipt Points (the "Service") which includes transportation of gas that Company determines necessary to provide services under the Tariff.

2.2 The Service is available to any Customer that has executed a Service Agreement and Schedule of Service under Rate Schedule FT-R. A standard form Service Agreement for Service under this Rate Schedule FT-R is attached.

3.0 PRICING

3.1 Subject to paragraph 3.2, the rate used in calculating Customer's monthly demand charge under each of Customer's Schedules of Service for Service under Rate Schedule FT-R is the FT-R Demand Rate.

3.2 If the Primary Term plus the Secondary Term of any of Customer's Schedules of Service for any new Service or any renewed Service under Rate Schedule FT-R is:

- (i) five (5) years or greater the Price Point shall be 95% (Price Point “A”);
- (ii) at least three (3) years but less than five (5) years the Price Point shall be 100% (Price Point “B”); and
- (iii) at least one (1) year but less than three (3) years the Price Point shall be 105% (Price Point “C”).

4.0 CHARGE FOR SERVICE

4.1 Aggregate of Customer's Monthly Demand Charges

The aggregate of Customer’s monthly demand charges for a Billing Month for Service under Rate Schedule FT-R shall be equal to the sum of the monthly demand charges for each of Customer’s Schedules of Service under Rate Schedule FT-R, determined as follows:

$$\text{MDC} = \sum (F \times P) \left(A \times \frac{B}{C} \right)$$

Where:

“MDC” = the aggregate of the demand charges applicable to such Schedule of Service for such Billing Month;

“F” = the FT-R Demand Rate applicable to such Schedule of Service;

“P” = the applicable Price Point for such Schedule of Service;

“A” = each Receipt Contract Demand in effect for all or a portion of such Billing Month for such Schedule of Service;

“B” = the number of days in such Billing Month that Customer was entitled to such Receipt Contract Demand under such Schedule of Service; and

“C” = the number of days in such Billing Month.

4.2 Aggregate of Customer’s Surcharges

The aggregate of Customer’s Surcharges for a Billing Month shall be equal to the sum of all Surcharges set forth in the Table of Rates, Tolls and Charges applicable to each of Customer’s Schedules of Service under Rate Schedule FT-R.

4.3 Aggregate of Customer’s Over-Run Gas Charges

The aggregate of Customer’s charges for Over-Run Gas in a Billing Month for Service under all Rate Schedules shall be equal to the sum of the monthly charges for Over-Run Gas for each Receipt Point at which Customer is entitled to Service under any Rate Schedule, determined as follows:

$$\text{MOC} = V \times Z$$

Where:

“MOC” = the monthly charge for Over-Run Gas at such Receipt Point;

“V” = total volume of gas allocated to Customer by Company as Over-run Gas in accordance with paragraph 4.6 for Service under all Rate Schedules at such Receipt Point for such Billing Month; and

“Z” = the IT-R Rate at such Receipt Point.

4.4 The calculation of Customer's charge for Over-Run Gas in paragraph 4.3 shall not take into account Customer's Inventory on the last day of the Billing Month.

4.5 Aggregate Charge For Service

Customer shall pay for each Billing Month:

- (i) the sum of the amounts calculated in accordance with paragraphs 4.1, 4.2, and 4.3; less
- (ii) the amount, if any, calculated in accordance with the Terms and Conditions Respecting Relief for Mainline Capacity Restrictions in Appendix "B" of the Tariff.

4.6 Allocation of Gas Received

Notwithstanding any other provision of this Rate Schedule, any Service Agreement or the General Terms and Conditions of the Tariff, and without regard to how gas may have been nominated, the aggregate volume of gas received from Customer at a Receipt Point shall be allocated for billing purposes as follows:

- (i) first to service to Customer under Rate Schedules LRS, LRS-2 and LRS-3 to a maximum of such Customer's LRS Contract Demand for such Receipt Point under such Rate Schedule LRS, to a maximum of such Eligible LRS-2 Volumes for the Coleman Receipt Point under such Rate Schedule LRS-2 and to a maximum of such Customer's LRS-3 Contract Demand for such Receipt Point under such Rate Schedule LRS-3;

- (ii) secondly to Service to Customer under Rate Schedule FT-R to a maximum of such Customer's Receipt Contract Demand for such Receipt Point under Rate Schedule FT-R;
- (iii) thirdly to service to Customer under Rate Schedule FT-RN to a maximum of such Customer's Receipt Contract Demand for such Receipt Point under Rate Schedule FT-RN; and
- (iv) fourthly to service to Customer under Rate Schedule IT-R at such Receipt Point. If Customer is not entitled to service under Rate Schedule IT-R at such Receipt Point, gas shall be allocated as Over-Run Gas and charged in accordance with paragraph 4.3.

5.0 TERM OF SERVICE

5.1 Term of a Schedule of Service

If, in the provision of new Service, Company determines that:

- (i) no new Facilities are required to be installed or constructed at any Receipt Point to provide the Service requested, the term of the Schedule of Service shall be a Secondary Term equal to the term requested by Customer with the minimum term being three (3) years; or
- (ii) new Facilities are required to be installed or constructed at any Receipt Point to provide the Service requested, the term of the Schedule of Service shall be equal to the sum of:
 - (a) the Primary Term; and

- (b) a Secondary Term equal to the Secondary Term requested by Customer with the minimum Secondary Term being three (3) years.

5.2 The Price Point for the term shall be determined in the manner described in paragraph 3.2.

5.3 If the number of years calculated for the Primary Term exceeds fifteen (15) years the Primary Term shall be fixed at fifteen (15) years and a Surcharge, determined under the Criteria for Determining Primary Term in Appendix “E” of the Tariff, shall be applied in respect of such Service.

5.4 Term of Service Agreement

Customer’s Service Agreement shall terminate on the latest Service Termination Date of Customer’s Schedules of Service for Service under Rate Schedule FT-R.

6.0 CAPACITY RELEASE

6.1 If Customer desires a reduction of Customer’s Receipt Contract Demand for all or any portion of its Service under a Schedule of Service under Rate Schedule FT-R, Customer shall notify Company of its request for such reduction specifying the particular Receipt Point, Schedule of Service and the Receipt Contract Demand available to any other Person who requires Service under Rate Schedule FT-R. Company shall not have any obligation to find any Person to assume the Receipt Contract Demand Customer proposes to make available. If after notice is given to Company a Person is found who agrees to assume the Receipt Contract Demand Customer proposes to make available, together with any applicable Surcharge, Company may reduce Customer's Receipt Contract Demand under such Schedule of Service, on terms and conditions satisfactory to Company, by an amount equal to the Receipt Contract Demand specified in a new

Schedule of Service, executed by Company and such Person. Notwithstanding such reduction, Customer shall at Company's sole option either:

- (i) continue to pay any Surcharge until the Service Termination Date as described in the applicable Schedule of Service (unless any other Person acceptable to Company has agreed to pay such Surcharge); or
- (ii) in the event that Company retires any Facilities required to provide such Service, pay to Company within a time determined by Company, an amount equal to the net book value of such Facilities adjusted for all costs and expenses associated with such retirement.

7.0 RELIEF FOR MAINLINE RESTRICTIONS

7.1 Company will grant relief to a Customer entitled to Service under Rate Schedule FT-R, in accordance with the Terms and Conditions Respecting Relief for Mainline Capacity Restrictions in Appendix "B" of the Tariff.

8.0 TRANSFER OF SERVICE

8.1 Transfers Between Receipt Points Within the Same Project Area

If Customer desires to transfer all or any portion of Service under a Schedule of Service from a Receipt Point within a Project Area to a Receipt Point within the same Project Area, Customer shall notify Company of Customer's request for such transfer specifying the Receipt Points, the Schedule of Service and the portion of the Receipt Contract Demand that Customer wishes to transfer.

8.2 Company is under no obligation to permit the transfer requested in paragraph 8.1, but may permit such transfer provided that:

- (i) Company determines that sufficient capacity exists in the Facilities to accommodate the transfer;
- (ii) Company determines that the construction or installation of new Facilities that are directly attributable to the transfer is not required;
- (iii) the transfer does not occur during the Primary Term of the Schedule of Service;
- (iv) the Price Point in effect for Service under the Schedule of Service, from which Customer wishes to transfer Service at the time of the transfer, applies to the new Schedule of Service for the Service that has been transferred;
- (v) the FT-R Demand Rate applicable to Service under the Schedule of Service that has been transferred shall be the FT-R Demand Rate in effect at the Receipt Point to which the Service under the Schedule of Service has been transferred; and
- (vi) Customer executes a transfer of Service agreement.

8.3 Transfers Between Receipt Points in Different Project Areas

If Customer desires to transfer all or any portion of Service under a Schedule of Service from a Receipt Point within a Project Area to a Receipt Point in a different Project Area, Customer shall notify Company of Customer's request for such transfer specifying the Receipt Points, the Schedule of Service and the portion of the Receipt Contract Demand that Customer wishes to transfer.

8.4 Company is under no obligation to permit the transfer requested in paragraph 8.3, but may permit such transfer provided that:

- (i) Company determines that sufficient capacity exists in the Facilities to accommodate the transfer;
- (ii) Company determines that the construction or installation of new Facilities that are directly attributable to the transfer is not required;
- (iii) the transfer does not occur during the Primary Term of the Schedule of Service;
- (iv) three (3) years are added to the balance of Customer's Secondary Term for the new Schedule of Service (the "New Term") for the Service that has been transferred;
- (v) the Price Point for Service under the new Schedule of Service for the Service that has been transferred shall be determined in the manner described in paragraph 3.2 using the New Term;
- (vi) the FT-R Demand Rate applicable to the Service under the Schedule of Service that has been transferred shall be the FT-R Demand Rate in effect at the Receipt Point to which Service under the Schedule of Service has been transferred; and
- (vii) Customer executes a transfer of Service agreement.

8.5 Transfers Between Receipt Points and Delivery Points

A Customer entitled to receive Service under Rate Schedule FT-R shall not be entitled to transfer all or any portion of Service under Rate Schedule FT-R to a Delivery Point.

9.0 TERM SWAPS

9.1 Term Swap Between Receipt Points Within the Same Project Area

If Customer desires to swap the Service Termination Date of a Schedule of Service with the Service Termination Date of another Schedule of Service and the Receipt Points for the Schedules of Service are within the same Project Area, Customer shall notify Company of Customer's request for such swap specifying the particular Receipt Points, the Service Termination Dates and the Schedules of Service, if necessary, that Customer wishes to swap.

9.2 Company is under no obligation to permit the swap requested in paragraph 10.1, but may permit such swap provided that:

- (i) Company determines that sufficient capacity exists in the Facilities to accommodate the swap;
- (ii) Company determines that the construction or installation of new Facilities that are directly attributable to the swap is not required;
- (iii) the swap does not occur during the Primary Term of the Schedule of Service;
- (iv) the Receipt Contract Demand and the FT-R Demand Rate;
 - (a) at each Receipt Point; and
 - (b) for each Service Termination Datedo not change as a result of the swap;
- (v) the Price Point in effect for each Schedule of Service after the swap shall be the Price Point in effect for the other Schedule of Service immediately prior to the time the Service Termination Dates were swapped; and

- (vi) Customer executes new Schedules of Service.

9.3 Term Swaps Between Receipt Points in Different Project Areas

If Customer desires to swap the Service Termination Date of a Schedule of Service with the Service Termination Date of another Schedule of Service and the Receipt Points for the Schedules of Service are in different Project Areas, Customer shall notify Company of Customer's request for such swap specifying the particular Receipt Points, the Service Termination Dates and the Schedules of Service, if necessary, that Customer wishes to swap.

- 9.4 Company is under no obligation to permit the swap requested in paragraph 10.3, but may permit such swap provided that:

- (i) Company determines that sufficient capacity exists in the Facilities to accommodate the swap;
- (ii) Company determines that the construction or installation of new Facilities that are directly attributable to the swap is not required;
- (iii) the swap does not occur during the Primary Term of the Schedule of Service;
- (iv) the Receipt Contract Demand and the FT-R Demand Rate:
 - (a) at each Receipt Point; and
 - (b) for each Service Termination Datedo not change as a result of the swap;
- (v) subject to subparagraph 9.4(vi), the Price Point in effect for each Schedule of Service after the swap shall be the Price Point in effect for the other Schedule of

Service immediately prior to the time the Service Termination Dates were swapped;

- (vi) three (3) years are added to the balance of Customer's Secondary Term for each Schedule of Service (the "New Term") if the remaining term of either of the Schedules of Service is less than three (3) years and the Price Point that shall apply to each Schedule of Service shall be the Price Point determined in the manner described in paragraph 3.2 using the New Term for such Schedules of Service; and
- (vii) Customer executes new Schedules of Service.

9.5 Term Swaps Between Schedules of Service Under Rate Schedule FT-R and other Schedules of Service

Except as provided in article 9, a Customer entitled to receive Service under Rate Schedule FT-R shall not be entitled to swap the Service Termination Date of any Schedule of Service under Rate Schedule FT-R with the Service Termination Date under any Schedule of Service.

10.0 TITLE TRANSFERS

- 10.1** A Customer entitled to receive Service under Rate Schedule FT-R may transfer all or a portion of Customer's Inventory to another Customer or may accept a transfer of all or a portion of Customer's Inventory from another Customer provided such Customer is entitled to receive service under any Rate Schedule that permits title transfers and such title transfer is in accordance with the Terms and Conditions of Service Respecting Title Transfers in Appendix "C" of the Tariff.

11.0 RENEWAL OF SERVICE**11.1 Renewal Notification**

Customer shall be entitled to renew all or any portion of Service under a Schedule of Service under Rate Schedule FT-R as Service under either Rate Schedule FT-R or Rate Schedule FT-P, if Customer gives notice to Company of such renewal at least one (1) year prior to the Service Termination Date. If Customer does not specify which Rate Schedule the Service is to be renewed under, the Service shall be renewed under Rate Schedule FT-R. If Customer does not provide such notice, the Service shall expire on the Service Termination Date.

11.2 Irrevocable Notice

Customer's notice to renew pursuant to paragraph 11.1 shall be irrevocable one (1) year prior to the Service Termination Date.

Any renewal of Service is subject to the Financial Assurances provisions in Article 10 of the General Terms and Conditions.

11.3 Renewal Term

Customer's notice shall specify a renewal term of not less than one (1) year consisting of increments of whole months. The Price Point for the renewal term shall be determined in the manner described in paragraph 3.2 based on the length of the renewal term requested by Customer.

12.0 APPLICATION FOR SERVICE

12.1 Applications for Service under this Rate Schedule FT-R shall be in such form as Company may prescribe from time to time.

13.0 GENERAL TERMS AND CONDITIONS

13.1 The General Terms and Conditions of the Tariff and the provisions of any Service Agreement for Service under Rate Schedule FT-R are applicable to Rate Schedule FT-R to the extent that such terms and conditions and provisions are not inconsistent with this Rate Schedule.

**SERVICE AGREEMENT
RATE SCHEDULE FT-R**

BETWEEN:

NOVA Gas Transmission Ltd., a body corporate having an office in
Calgary, Alberta (“Company”)

- and -

•, a body corporate having an office in •, • (“Customer”)

IN CONSIDERATION of the premises and the covenants and agreements in this Service Agreement, the parties covenant and agree as follows:

1. Customer acknowledges receipt of a current copy of the Tariff.
2. The capitalized terms used in this Service Agreement have the meanings attributed to them in the General Terms and Conditions of the Tariff, unless otherwise defined in this Service Agreement.
3. Customer requests and Company agrees to provide Service pursuant to Rate Schedule FT-R in accordance with the attached Schedules of Service. The Service will commence on the Billing Commencement Date and will terminate, subject to the provisions of this Service Agreement, on the Service Termination Date.
4. Customer agrees to pay to Company each Billing Month, for all Service rendered under this Service Agreement, an amount equal to the aggregate charges for Service described in Rate Schedule FT-R.

5. Customer shall:
- (a) provide such assurances and information as Company may reasonably require respecting any Service to be provided pursuant to this Rate Schedule FT-R including, without limiting the generality of the foregoing, an assurance that necessary arrangements have been made among Customer, producers of gas for Customer, purchasers of gas from Customer and any other Person relating to such Service, including all gas purchase, gas sale, operating, processing and common stream arrangements; and
 - (b) at Company's request provide Company with an assurance that Customer has provided the Person operating facilities upstream of any Receipt Point in respect of which Customer has the right to receive service with all authorizations necessary to enable such Person to provide Company with all data and information reasonably requested by Company for the purpose of allocating volumes of gas received by Company among Company's Customers and to bind Customer in respect of all such data and information provided.

If Customer fails to provide such assurances and information forthwith following request by Company, from time to time, Company may at its option, to be exercised by notice to Customer, suspend the Service to which such assurances and information relate until such time as Customer provides the assurances and information requested, provided however that any such suspension of Service shall not relieve Customer from any obligation to pay any rate, toll, charge or other amount payable to Company.

6. Customer acknowledges that the Facilities have been designed based on certain assumptions and forecasts described each year in Company's Annual Plan, and that interruption and curtailment of Service may occur if the aggregate gas volume actually received or the aggregate gas volume actually delivered at the Facilities is different than forecast.

7. Every notice, request, demand, statement, bid or bill (for the purpose of this paragraph, collectively referred to as “Notice”) provided for in Rate Schedule FT-R, this Service Agreement and the General Terms and Conditions, or any other Notice which either Company or Customer may desire to give to the other, shall be in writing and each of them and every payment provided for shall be directed to the Person to whom given, made or delivered at such Person's address as follows:

Customer:

-
-
-
- Attention: •
- Fax: •

Company:

-
-
-
- Attention: Customer Account Representative
- Fax: •

Notice may be given by fax or other telecommunication 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) business days after mailing, Saturdays, Sundays and statutory holidays excepted. In the event of disruption of regular mail, every payment not made electronically shall be personally delivered, and any other Notice shall be given by one of the other stated means.

Any Notice for the matters listed in the Notice Schedule for Electronic Commerce in Appendix “F” of the Tariff shall be given via EBB. Company shall not accept or provide any such Notice for those matters listed in Appendix “F” via any other alternative means, unless the EBB is inoperative or Customer is unable to establish connection with the EBB, in which case Notice shall be given by any other alternative means set out herein. Any Notice given by the EBB shall be deemed to be given one (1) hour after transmission.

Any Notice may also be given by telephone followed immediately by EBB, fax, personal delivery, courier or prepaid mail, and any Notice so given shall be deemed to have been given as of the date and time of the telephone notice.

- 8.** The terms and conditions of Rate Schedule FT-R, the General Terms and Conditions and Schedule of Service under Rate Schedule FT-R are by this reference incorporated into and made a part of this Service Agreement.

IN WITNESS WHEREOF the parties have executed this Service Agreement by their proper signing officers duly authorized in that behalf all as of the • day of •, •.

•

NOVA Gas Transmission Ltd.

Per:

Per :

Per:

Per :

**SCHEDULE OF SERVICE
 RATE SCHEDULE FT-R**

CUSTOMER: •

Schedule of Service Number	Receipt Point Number and Name	Legal Description	Maximum Receipt Pressure kPa	Secondary Term Start Date	Service Termination Date	Receipt Contract Demand 10 ³ m ³ /d	Price Point	Additional Conditions
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• • • • • • • • •

THIS SCHEDULE FORMS PART OF THE SERVICE AGREEMENT DATED • AND SHALL BE DEEMED TO BE ATTACHED THERETO.

• NOVA Gas Transmission Ltd.
 Per: _____ Per : _____
 Per: _____ Per : _____

RATE SCHEDULE FT-RN
FIRM TRANSPORTATION – RECEIPT NON-RENEWABLE

1.0 DEFINITIONS

1.1 The capitalized terms used in this Rate Schedule have the meanings attributed to them in the General Terms and Conditions of the Tariff unless otherwise defined in this Rate Schedule.

2.0 SERVICE DESCRIPTION AND AVAILABILITY

2.1 Subject to the stated terms and conditions, service under Rate Schedule FT-RN shall mean the receipt of gas within Alberta from Customer at Customer's Receipt Points (the "Service") which includes transportation of gas that Company determines necessary to provide services under the Tariff.

2.2 The Service is available to any Customer that has executed a Service Agreement and Schedule of Service under Rate Schedule FT-RN. Company shall not be required to construct or install Facilities for any Service under Rate Schedule FT-RN. A standard form Service Agreement for Service under this Rate Schedule FT-RN is attached.

3.0 PRICING

3.1 The rate used in calculating Customer's monthly demand charge under each of Customer's Schedules of Service for Service under Rate Schedule FT-RN is the FT-RN Demand Rate.

4.0 CHARGE FOR SERVICE

4.1 Aggregate of Customer's Monthly Demand Charges

The aggregate of Customer's monthly demand charges for a Billing Month for Service under Rate Schedule FT-RN shall be equal to the sum of the monthly demand charges for each of Customer's Schedules of Service under Rate Schedule FT-RN, determined as follows:

$$\text{MDC} = \sum F \left(A \times \frac{B}{C} \right)$$

Where:

- "MDC" = the aggregate of the demand charges applicable to such Schedule of Service for such Billing Month;
- "F" = the FT-RN Demand Rate applicable to such Schedule of Service;
- "A" = each Receipt Contract Demand in effect for all or a portion of such Billing Month for such Schedule of Service;
- "B" = the number of days in such Billing Month that Customer was entitled to such Receipt Contract Demand under such Schedule of Service; and
- "C" = the number of days in such Billing Month.

4.2 Aggregate of Customer's Surcharges

The aggregate of Customer's Surcharges for a Billing Month shall be equal to the sum of all Surcharges set forth in the Table of Rates, Tolls and Charges applicable to each of Customer's Schedules of Service under Rate Schedule FT-RN.

4.3 Aggregate of Customer's Over-Run Gas Charges

The aggregate of Customer's charges for Over-Run Gas in a Billing Month for Service under all Rate Schedules shall be equal to the sum of the monthly charges for Over-Run Gas for each Receipt Point at which Customer is entitled to Service under any Rate Schedule, determined as follows:

$$\text{MOC} = V \times Z$$

Where:

"MOC" = the monthly charge for Over-Run Gas at such Receipt Point;

"V" = total volume of gas allocated to Customer by Company as Over-run Gas in accordance with paragraph 4.6 for Service under all Rate Schedules at such Receipt Point for such Billing Month; and

"Z" = the IT-R Rate at such Receipt Point.

4.4 The calculation of Customer's charge for Over-Run Gas in paragraph 4.3 shall not take into account Customer's Inventory on the last day of the Billing Month.

4.5 Aggregate Charge For Service

Customer shall pay for each Billing Month:

- (i) the sum of the amounts calculated in accordance with paragraphs 4.1, 4.2, and 4.3; less
- (ii) the amount, if any, calculated in accordance with the Terms and Conditions Respecting Relief for Mainline Capacity Restrictions in Appendix "B" of the Tariff.

4.6 Allocation of Gas Received

Notwithstanding any other provision of this Rate Schedule, any Service Agreement or the General Terms and Conditions of the Tariff, and without regard to how gas may have been nominated, the aggregate volume of gas received from Customer at a Receipt Point shall be allocated for billing purposes as follows:

- (i) first to service to Customer under Rate Schedules LRS, LRS-2 and LRS-3 to a maximum of such Customer's LRS Contract Demand for such Receipt Point under such Rate Schedule LRS, to a maximum of such Eligible LRS-2 Volumes for the Coleman Receipt Point under such Rate Schedule LRS-2 and to a maximum of such Customer's LRS-3 Contract Demand for such Receipt Point under such Rate Schedule LRS-3;
- (ii) secondly to Service to Customer under Rate Schedule FT-R to a maximum of such Customer's Receipt Contract Demand for such Receipt Point under Rate Schedule FT-R;
- (iii) thirdly to Service to Customer under Rate Schedule FT-RN to a maximum of such Customer's Receipt Contract Demand for such Receipt Point under Rate Schedule FT-RN; and
- (iv) fourthly to service to Customer under Rate Schedule IT-R at such Receipt Point. If Customer is not entitled to service under Rate Schedule IT-R at such Receipt Point, gas shall be allocated as Over-Run Gas and charged in accordance with paragraph 4.3.

5.0 TERM OF SERVICE

5.1 Term of a Schedule of Service

The term for any Schedule of Service for Service under Rate Schedule FT-RN at each Receipt Point shall be one (1) year and terminates on the Service Termination Date; provided however, if Company determines, in its sole discretion, that capacity at a Receipt Point is only available for a period more than one (1) month and less than one (1) year, the term shall be for such period.

5.2 Term of Service Agreement

Customer's Service Agreement shall terminate on the latest Service Termination Date of Customer's Schedules of Service for Service under Rate Schedule FT-RN.

6.0 CAPACITY RELEASE

6.1 A Customer entitled to receive Service under Rate Schedule FT-RN shall not be entitled to reduce Customer's Receipt Contract Demand for all or any portion of its Service under a Schedule of Service under Rate Schedule FT-RN.

7.0 RELIEF FOR MAINLINE RESTRICTIONS

7.1 Company will grant relief to a Customer entitled to Service under Rate Schedule FT-RN, in accordance with the Terms and Conditions Respecting Relief for Mainline Capacity Restrictions in Appendix "B" of the Tariff.

8.0 TRANSFER OF SERVICE

8.1 A Customer entitled to receive Service under Rate Schedule FT-RN shall not be entitled to transfer all or any portion of Service under Rate Schedule FT-RN to any other Receipt Point or Delivery Point.

9.0 TERM SWAPS

9.1 A Customer entitled to receive Service under Rate Schedule FT-RN shall not be entitled to swap the Service Termination Date of any Schedules of Service under Rate Schedule FT-RN with the Service Termination Date under any Schedule of Service.

10.0 TITLE TRANSFERS

10.1 A Customer entitled to receive Service under Rate Schedule FT-RN may transfer all or a portion of Customer's Inventory to another Customer or may accept a transfer of all or a portion of Customer's Inventory from another Customer provided such Customer is entitled to receive service under any Rate Schedule that permits title transfers and such title transfer is in accordance with the Terms and Conditions of Service Respecting Title Transfers in Appendix "C" of the Tariff.

11.0 RENEWAL OF SERVICE

11.1 Customer shall not be entitled to renew all or any portion of Service under a Schedule of Service under Rate Schedule FT-RN.

12.0 APPLICATION FOR SERVICE

12.1 Applications for Service under this Rate Schedule FT-RN shall be in such form as Company may prescribe from time to time.

13.0 GENERAL TERMS AND CONDITIONS

13.1 The General Terms and Conditions of the Tariff and the provisions of any Service Agreement for Service under Rate Schedule FT-RN are applicable to Rate Schedule FT-RN to the extent that such terms and conditions and provisions are not inconsistent with this Rate Schedule.

SERVICE AGREEMENT
RATE SCHEDULE FT-RN

BETWEEN:

NOVA Gas Transmission Ltd., a body corporate having an office in
Calgary, Alberta (“Company”)

- and -

•, a body corporate having an office in •, • (“Customer”)

IN CONSIDERATION of the premises and the covenants and agreements in this Service Agreement, the parties covenant and agree as follows:

1. Customer acknowledges receipt of a current copy of the Tariff.
2. The capitalized terms used in this Service Agreement have the meanings attributed to them in the General Terms and Conditions of the Tariff, unless otherwise defined in this Service Agreement.
3. Customer requests and Company agrees to provide Service pursuant to Rate Schedule FT-RN in accordance with the attached Schedules of Service. The Service will commence on the Billing Commencement Date and will terminate, subject to the provisions of this Service Agreement, on the Service Termination Date.

4. Customer agrees to pay to Company each Billing Month, for all Service rendered under this Service Agreement, an amount equal to the aggregate charges for Service described in Rate Schedule FT-RN.

5. Customer shall:
 - (a) provide such assurances and information as Company may reasonably require respecting any Service to be provided pursuant to this Rate Schedule FT-RN including, without limiting the generality of the foregoing, an assurance that necessary arrangements have been made among Customer, producers of gas for Customer, purchasers of gas from Customer and any other Person relating to such Service, including all gas purchase, gas sale, operating, processing and common stream arrangements; and

 - (b) at Company's request provide Company with an assurance that Customer has provided the Person operating facilities upstream of any Receipt Point in respect of which Customer has the right to receive service with all authorizations necessary to enable such Person to provide Company with all data and information reasonably requested by Company for the purpose of allocating volumes of gas received by Company among Company's Customers and to bind Customer in respect of all such data and information provided.

If Customer fails to provide such assurances and information forthwith following request by Company, from time to time, Company may at its option, to be exercised by notice to Customer, suspend the Service to which such assurances and information relate until such time as Customer provides the assurances and information requested, provided however that any such suspension of Service shall not relieve Customer from any obligation to pay any rate, toll, charge or other amount payable to Company.

6. Customer acknowledges that the Facilities have been designed based on certain assumptions and forecasts described each year in Company's Annual Plan, and that interruption and curtailment of Service may occur if the aggregate gas volume actually

received or the aggregate gas volume actually delivered at the Facilities is different than forecast.

7. Every notice, request, demand, statement, bid or bill (for the purpose of this paragraph, collectively referred to as “Notice”) provided for in Rate Schedule FT-RN, this Service Agreement and the General Terms and Conditions, or any other Notice which either Company or Customer may desire to give to the other, shall be in writing and each of them and every payment provided for shall be directed to the Person to whom given, made or delivered at such Person's address as follows:

Customer:

-
-
-
- Attention: •
- Fax: •

Company:

-
-
-
- Attention: Customer Account Representative
- Fax: •

Notice may be given by fax or other telecommunication 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) business days after mailing, Saturdays, Sundays and statutory holidays excepted. In the event of disruption of regular mail, every payment not made electronically shall be personally delivered, and any other Notice shall be given by one of the other stated means.

Any Notice for the matters listed in the Notice Schedule for Electronic Commerce in Appendix "F" of the Tariff shall be given via EBB. Company shall not accept or provide any such Notice for those matters listed in Appendix "F" via any other alternative means, unless the EBB is inoperative or Customer is unable to establish connection with the EBB, in which case Notice shall be given by any other alternative means set out herein. Any Notice given by the EBB shall be deemed to be given one (1) hour after transmission.

Any Notice may also be given by telephone followed immediately by EBB, fax, personal delivery, courier or prepaid mail, and any Notice so given shall be deemed to have been given as of the date and time of the telephone notice.

8. The terms and conditions of Rate Schedule FT-RN, the General Terms and Conditions and Schedule of Service under Rate Schedule FT-RN are by this reference incorporated into and made a part of this Service Agreement.

IN WITNESS WHEREOF the parties have executed this Service Agreement by their proper signing officers duly authorized in that behalf all as of the • day of •, •.

•

NOVA Gas Transmission Ltd.

Per:

Per :

Per:

Per :

**SCHEDULE OF SERVICE
 RATE SCHEDULE FT-RN**

CUSTOMER: •

Schedule of Service Number	Receipt Point Number and Name	Legal Description	Maximum Receipt Pressure kPa	Service Termination Date	Receipt Contract Demand 10 ³ m ³ /d	Additional Conditions
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• • • • • • • •

THIS SCHEDULE FORMS PART OF THE SERVICE AGREEMENT DATED • AND SHALL BE DEEMED TO BE ATTACHED THERETO.

• NOVA Gas Transmission Ltd.
 Per: _____ Per : _____
 Per: _____ Per : _____

RATE SCHEDULE FT-D
FIRM TRANSPORTATION - DELIVERY

1.0 DEFINITIONS

1.1 The capitalized terms used in this Rate Schedule have the meanings attributed to them in the General Terms and Conditions of the Tariff unless otherwise defined in this Rate Schedule.

2.0 SERVICE DESCRIPTION AND AVAILABILITY

2.1 Subject to the stated terms and conditions, service under Rate Schedule FT-D shall mean the delivery of gas to Customer at Customer's Export Delivery Points (the "Service"), which includes transportation of gas that Company determines necessary to provide services under the Tariff..

2.2 The Service is available to any Customer that has executed a Service Agreement and Schedule of Service under Rate Schedule FT-D. A standard form Service Agreement for Service under this Rate Schedule FT-D is attached.

3.0 PRICING

3.1 The rate used in calculating Customer's monthly demand charge under each of Customer's Schedules of Service for Service under Rate Schedule FT-D is the FT-D Demand Rate.

4.0 CHARGE FOR SERVICE

4.1 Aggregate of Customer's Monthly Demand Charge

The aggregate of Customer's monthly demand charges for a Billing Month for Service under Rate Schedule FT-D shall be equal to the sum of the monthly demand charges for each of Customer's Schedules of Service under Rate Schedule FT-D, determined as follows:

$$\text{MDC} = \sum F \times \left(A \times \frac{B}{C} \right)$$

Where:

"MDC" = the aggregate of the demand charges applicable to such Schedule of Service for such Billing Month;

"F" = the FT-D Demand Rate;

"A" = each Export Delivery Contract Demand in effect for all or a portion of such Billing Month for such Schedule of Service;

"B" = the number of days in such Billing Month that Customer was entitled to such Export Delivery Contract Demand under such Schedule of Service; and

"C" = the number of days in such Billing Month.

4.2 Aggregate of Customer's Surcharges

The aggregate of Customer's Surcharges for a Billing Month shall be equal to the sum of all Surcharges set forth in the Table of Rates, Tolls and Charges applicable to each of Customer's Schedules of Service under Rate Schedule FT-D.

4.3 Aggregate of Customer's Over-Run Gas Charges

The aggregate of Customer's charges for Over-Run Gas in a Billing Month for Service under Rate Schedule FT-D shall be equal to the sum of the monthly charges for Over-Run Gas for each Export Delivery Point at which Customer is entitled to Service under Rate Schedule FT-D, determined as follows:

$$\text{MOC} = Q \times Z$$

Where:

"MOC" = the monthly charge for Over-Run Gas at the Export Delivery Point;

"Q" = total quantity of gas allocated to Customer by Company as Over-run Gas in accordance with paragraph 4.6 for Service under all Rate Schedules at such Export Delivery Point for such Billing Month;

"Z" = the IT-D Rate at such Export Delivery Point.

4.4 The calculation of Customer's charge for Over-Run Gas in paragraph 4.3 shall not take into account Customer's Inventory on the last day of the Billing Month.

4.5 FT-D Alternate Access**4.5.1. Calculation of Customer's FT-D Unutilized Contract Demand**

For each Export Delivery Point Customer's FT-D Unutilized Contract Demand for a Billing Month for Service under Rate Schedule FT-D shall be a quantity determined as follows:

$$UCD = \left(\sum (A \times B) \right) - C$$

Where:

- “UCD” = the FT-D Unutilized Contract Demand applicable to such Export Delivery Point for such Billing Month;
- “A” = each Export Delivery Contract Demand in effect for all or a portion of such Billing Month for each Schedule of Service at such Export Delivery Point; and
- “B” = the number of days in such Billing Month that Customer was entitled to such Export Delivery Contract Demand under such Schedule of Service at such Export Delivery Point; and
- “C” = the total quantity of gas allocated pursuant to paragraph 4.7(iii) to Customer by Company under each Schedule of Service at such Export Delivery Point in such Billing Month.

4.5.2. Calculation of Customer's FT-D Alternate Access Quantity

Customer's Alternate Access Quantity for a Billing Month for Service under Rate Schedule FT-D shall be determined as the lesser of:

- (a) the sum of the quantity of gas allocated pursuant to paragraph 4.7(iv) by Company to such Customer at each Export Delivery Point under Rate Schedule IT-D in such Billing Month; or
- (b) the sum of Customer's FT-D Unutilized Contract Demand applicable to each Export Delivery Point for such Billing Month;

4.5.3. Calculation of Customer's FT-D Alternate Access Credit

Customer's credit for FT-D Alternate Access for a Billing Month shall be an amount equal to Customer's FT-D Alternate Access Quantity multiplied by the IT-D Rate.

4.6 Aggregate Charge For Service

Customer shall pay for each Billing Month the sum of the amounts calculated in accordance with paragraphs 4.1, 4.2, and 4.3 less the amount calculated in 4.5.3.

4.7 Allocation of Gas Delivered

Notwithstanding any other provision of this Rate Schedule, any Service Agreement or the General Terms and Conditions of the Tariff, and without regard to how gas may have been nominated, the aggregate quantity of gas delivered to Customer at an Export Delivery Point shall be allocated for billing purposes as follows:

- (i) first to service to Customer under Rate Schedule LRS-2 to a maximum of such Eligible LRS-2 Volumes for the A/BC Export Delivery Point under such Rate Schedule LRS-2;

- (ii) secondly to Service to Customer under Rate Schedule FT-DW and Rate Schedule STFT to a maximum of such Customer's allocated FT-DW Capacity and STFT Capacity for such Export Delivery Point under each such Rate Schedule FT-DW and Rate Schedule STFT;
- (iii) thirdly to Service to Customer under Rate Schedule FT-D to a maximum of such Customer's Export Delivery Contract Demand for such Export Delivery Point under such Rate Schedule FT-D; and
- (iv) fourthly to service to Customer under Rate Schedule IT-D at such Export Delivery Point. If Customer is not entitled to service under Rate Schedule IT-D at such Export Delivery Point, gas shall be allocated as Over-Run Gas and charged in accordance with paragraph 4.3.

5.0 TERM OF SERVICE

5.1 Term of a Schedule of Service

If, in the provision of new Service, Company determines that:

- (i) no new Facilities are required that are directly attributable (generally mainline facilities) to Customer's request for such Service, the term of the Schedule of Service shall be a term equal to the term requested by Customer with the minimum term being one (1) year; or
- (ii) new Facilities are required that are directly attributable (generally mainline facilities) to Customer's request for such Service, the term of the Schedule of Service shall be equal to ten (10) years or such longer period that Company and Customer agree to.

5.2 Term of Service Agreement

Customer's Service Agreement shall terminate on the latest Service Termination Date of Customer's Schedules of Service for Service under Rate Schedule FT-D.

6.0 CAPACITY RELEASE

6.1 If Customer desires a reduction of Customer's Export Delivery Contract Demand for all or any portion of its Service under a Schedule of Service under Rate Schedule FT-D, Customer shall notify Company of its request for such reduction specifying the particular Export Delivery Point, Schedule of Service and the Export Delivery Contract Demand available to any other Person who requires Service under Rate Schedule FT-D. Company shall not have any obligation to find any Person to assume the Export Delivery Contract Demand Customer proposes to make available. If after notice is given to Company a Person is found who agrees to assume the Export Delivery Contract Demand Customer proposes to make available, together with any applicable Surcharge, Company may reduce Customer's Export Delivery Contract Demand under such Schedule of Service, on terms and conditions satisfactory to Company, by an amount equal to the Export Delivery Contract Demand specified in a new Schedule of Service, executed by Company and such Person. Notwithstanding such reduction, Customer shall at Company's sole option either:

- (i) continue to pay any Surcharge until the Service Termination Date as described in the applicable Schedule of Service (unless any other Person acceptable to Company has agreed to pay such Surcharge); or
- (ii) in the event that Company retires any Facilities required to provide such Service, pay to Company within the time determined by Company, an amount equal to the net book value of such Facilities adjusted for all costs and expenses associated with such retirement.

7.0 TRANSFER OF SERVICE

7.1 If Customer desires to transfer all or any portion of Service under a Schedule of Service from a Customer's current Export Delivery Point to a different Export Delivery Point, Customer shall submit a transfer request to Company specifying the Export Delivery Points, the Schedule of Service, the portion of the Export Delivery Contract Demand that Customer wishes to transfer and the minimum Export Delivery Contract Demand that Customer will accept for transfer.

7.2 All transfer requests shall be irrevocable and must be received by Company prior to the deadline specified on the EBB.

7.3 Company is under no obligation to permit the transfer requested in paragraph 7.1 but may permit such transfer provided that:

- (i) Company determines that sufficient capacity exists in the Facilities to accommodate the transfer, after allocating any requests for new service;
- (ii) Company determines that the construction or installation of new Facilities directly attributable to the transfer is not required; and
- (iii) Customer's transfer request contains all the information specified in paragraph 7.1.

8.0 TERM SWAPS

8.1 A Customer entitled to receive Service under Rate Schedule FT-D shall not be entitled to swap the Service Termination Date of any Schedules of Service under Rate Schedule FT-D with the Service Termination Date under any Schedule of Service.

9.0 TITLE TRANSFERS

9.1 A Customer entitled to receive Service under Rate Schedule FT-D may transfer all or a portion of Customer's Inventory to another Customer or may accept a transfer of all or a portion of Customer's Inventory from another Customer provided such Customer is entitled to receive service under any Rate Schedule that permits title transfers and such title transfer is in accordance with the Terms and Conditions of Service Respecting Title Transfers in Appendix "C" of the Tariff.

10.0 RENEWAL OF SERVICE

10.1 Renewal Notification

Customer shall be entitled to renew all or any portion of Service under a Schedule of Service under Rate Schedule FT-D, if Customer gives notice to Company of such renewal at least one (1) year prior to the Service Termination Date. If Customer does not provide such notice, the Service shall expire on the Service Termination Date.

10.2 Irrevocable Notice

Customer's notice to renew pursuant to paragraph 10.1 shall be irrevocable one (1) year prior to the Service Termination Date.

Any renewal of Service is subject to the Financial Assurances provisions in Article 10 of the General Terms and Conditions.

10.3 Renewal Term

Customer's notice shall specify a renewal term of not less than one (1) year consisting of increments of whole months.

11.0 APPLICATION FOR SERVICE

11.1 Applications for Service under this Rate Schedule FT-D shall be in such form as Company may prescribe from time to time.

12.0 GENERAL TERMS AND CONDITIONS

12.1 The General Terms and Conditions of the Tariff and the provisions of any Service Agreement for Service under Rate Schedule FT-D are applicable to Rate Schedule FT-D to the extent that such terms and conditions and provisions are not inconsistent with this Rate Schedule.

SERVICE AGREEMENT
RATE SCHEDULE FT-D

BETWEEN:

NOVA Gas Transmission Ltd., a body corporate having an office in
Calgary, Alberta (“Company”)

- and -

•, a body corporate having an office in •, • (“Customer”)

IN CONSIDERATION of the premises and the covenants and agreements in this Service Agreement, the parties covenant and agree as follows:

1. Customer acknowledges receipt of a current copy of the Tariff.
2. The capitalized terms used in this Service Agreement have the meanings attributed to them in the General Terms and Conditions of the Tariff, unless otherwise defined in this Service Agreement.
3. Customer requests and Company agrees to provide Service pursuant to Rate Schedule FT-D in accordance with the attached Schedules of Service. The Service will commence on the Billing Commencement Date and will terminate, subject to the provisions of this Service Agreement, on the Service Termination Date.

4. Customer agrees to pay to Company each Billing Month, for all Service rendered under this Service Agreement, an amount equal to the aggregate charges for Service described in Rate Schedule FT-D.

5. Customer shall:
 - (a) provide such assurances and information as Company may reasonably require respecting any Service to be provided pursuant to this Rate Schedule FT-D including, without limiting the generality of the foregoing, an assurance that necessary arrangements have been made among Customer, producers of gas for Customer, purchasers of gas from Customer and any other Person relating to such Service, including all gas purchase, gas sale, operating, processing and common stream arrangements; and

 - (b) at Company's request provide Company with an assurance that Customer has provided the Person operating facilities downstream of any Delivery Point in respect of which Customer has the right to receive service with all authorizations necessary to enable such Person to provide Company with all data and information reasonably requested by Company for the purpose of allocating quantities of gas delivered by Company among Company's Customers and to bind Customer in respect of all such data and information provided.

If Customer fails to provide such assurances and information forthwith following request by Company, from time to time, Company may at its option, to be exercised by notice to Customer, suspend the Service to which such assurances and information relate until such time as Customer provides the assurances and information requested, provided however that any such suspension of Service shall not relieve Customer from any obligation to pay any rate, toll, charge or other amount payable to Company.

6. Customer acknowledges that the Facilities have been designed based on certain assumptions and forecasts described each year in Company’s Annual Plan, and that interruption and curtailment of Service may occur if the aggregate gas quantity actually received or the aggregate gas quantity actually delivered at the Facilities is different than forecast.

7. Every notice, request, demand, statement, bid or bill (for the purpose of this paragraph, collectively referred to as “Notice”) provided for in Rate Schedule FT-D, this Service Agreement and the General Terms and Conditions, or any other Notice which either Company or Customer may desire to give to the other, shall be in writing and each of them and every payment provided for shall be directed to the Person to whom given, made or delivered at such Person's address as follows:

Customer:

-
-
-
- Attention: •
- Fax: •

Company:

-
-
-
- Attention: Customer Account Representative
- Fax: •

Notice may be given by fax or other telecommunication 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) business days after mailing, Saturdays, Sundays and statutory holidays excepted. In the event of disruption of regular mail, every payment not made electronically shall be personally delivered, and any other Notice shall be given by one of the other stated means.

Any Notice for the matters listed in the Notice Schedule for Electronic Commerce in Appendix "F" of the Tariff shall be given via EBB. Company shall not accept or provide any such Notice for those matters listed in Appendix "F" via any other alternative means, unless the EBB is inoperative or Customer is unable to establish connection with the EBB, in which case Notice shall be given by any other alternative means set out herein. Any Notice given by the EBB shall be deemed to be given one (1) hour after transmission.

Any Notice may also be given by telephone followed immediately by EBB, fax, personal delivery, courier or prepaid mail, and any Notice so given shall be deemed to have been given as of the date and time of the telephone notice.

8. The terms and conditions of Rate Schedule FT-D, the General Terms and Conditions and Schedule of Service under Rate Schedule FT-D are by this reference incorporated into and made a part of this Service Agreement.

IN WITNESS WHEREOF the parties have executed this Service Agreement by their proper signing officers duly authorized in that behalf all as of the • day of •, •.

•

NOVA Gas Transmission Ltd.

Per:

Per :

Per:

Per :

**SCHEDULE OF SERVICE
 RATE SCHEDULE FT-D**

CUSTOMER: •

Schedule of Service Number	Export Delivery Point Number and Name	Legal Description	Maximum Delivery Pressure kPa	Service Termination Date	Export Delivery Contract Demand GJ/d	Additional Conditions
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• • • • • • • •

THIS SCHEDULE FORMS PART OF THE SERVICE AGREEMENT DATED • AND SHALL BE DEEMED TO BE ATTACHED THERETO.

• NOVA Gas Transmission Ltd.
 Per: _____ Per : _____
 Per: _____ Per : _____

RATE SCHEDULE FT-DW
FIRM TRANSPORTATION – DELIVERY WINTER

1.0 DEFINITIONS

1.1 The capitalized terms used in this Rate Schedule have the meanings attributed to them in the General Terms and Conditions of the Tariff unless otherwise defined in this Rate Schedule.

2.0 SERVICE DESCRIPTION AND AVAILABILITY

2.1 Subject to the stated terms and conditions, service under Rate Schedule FT-DW shall mean the delivery of gas to Customer at Customer's Export Delivery Points (the "Service"), which includes transportation of gas that Company determines necessary to provide services under the Tariff.

2.2 The Service is available to any Customer requiring the delivery of gas at designated Export Delivery Points during the Winter Season provided that:

- (a) Customer has executed a Service Agreement and Schedule of Service under Rate Schedule FT-DW; and
- (b) Company has accepted Customer's bid pursuant to article 4.0 of Appendix "A" of the Tariff.

Company shall not be required to construct or install Facilities for any Service under Rate Schedule FT-DW.

2.3 A standard form Service Agreement for Service under this Rate Schedule FT-DW is attached.

3.0 FT-DW BID PRICE

3.1 Each Customer bid shall set out the bid price expressed as a percentage, which shall not be less than 125% (the “FT-DW Bid Price”) of the applicable FT-D Demand Rate listed from time to time in the Table of Rates Tolls and Charges.

4.0 CHARGE FOR SERVICE**4.1 Aggregate of Customer’s Monthly Demand Charge**

The aggregate of Customer’s monthly demand charges for a Billing Month for Service under Rate Schedule FT-DW shall be equal to the sum of the monthly demand charges for each of Customer’s Schedules of Service under Rate Schedule FT-DW, determined as follows:

$$\text{MDC} = \sum P \times F \times \left(A \times \frac{B}{C} \right)$$

Where:

“MDC” = the aggregate of the demand charges applicable to such Schedules of Service for such Billing Month;

“P” = the FT-DW Bid Price applicable to such Schedule of Service

“F” = the FT-D Demand Rate;

“A” = each Export Delivery Contract Demand in effect for all or a portion of such Billing Month for such Schedule of Service;

“B” = the number of days in such Billing Month that Customer was entitled to such Export Delivery Contract Demand under such Schedule of Service; and

“C” = the number of days in such Billing Month.

4.2 Aggregate of Customer’s Surcharges

The aggregate of Customer’s Surcharges for a Billing Month shall be equal to the sum of all Surcharges set forth in the Table of Rates, Tolls and Charges applicable to each of Customer’s Schedules of Service under Rate Schedule FT-DW.

4.3 Aggregate of Customer’s Over-Run Gas Charges

The aggregate of Customer’s charges for Over-Run Gas in a Billing Month for Service under Rate Schedule FT-DW shall be equal to the sum of the monthly charges for Over-Run Gas for each Export Delivery Point at which Customer is entitled to Service under Rate Schedule FT-DW, determined as follows:

$$\text{MOC} = Q \times Z$$

Where:

“MOC” = the monthly charge for Over-Run Gas at the Export Delivery Point;

“Q” = total quantity of gas allocated to Customer by Company as Over-run Gas in accordance with paragraph 4.6 for Service under all Rate Schedules at such Export Delivery Point for the month preceding such Billing Month;

“Z” = the IT-D Rate at such Export Delivery Point.

4.4 The calculation of Customer’s charge for Over-Run Gas in paragraph 4.3 shall not take into account Customer’s Inventory on the last day of the month preceding the Billing Month.

4.5 Aggregate Charge For Service

Customer shall pay for each Billing Month the sum of the amounts calculated in accordance with paragraphs 4.1, 4.2, and 4.3.

4.6 Allocation of Gas Delivered

Notwithstanding any other provision of this Rate Schedule, any Service Agreement or the General Terms and Conditions of the Tariff, and without regard to how gas may have been nominated, the aggregate quantity of gas delivered to Customer at an Export Delivery Point shall be allocated for billing purposes as follows:

- (i) first to service to Customer under Rate Schedule LRS-2 to a maximum of such Eligible LRS-2 Volumes for the A/BC Export Delivery Point under such Rate Schedule LRS-2;
- (ii) secondly to Service to Customer under Rate Schedule FT-DW and Rate Schedule STFT to a maximum of such allocated FT-DW Capacity and STFT Capacity for such Export Delivery Point under each such Rate Schedule FT-DW and Rate Schedule STFT;
- (iii) thirdly to service to Customer under Rate Schedule FT-D to a maximum of such Customer's Export Delivery Contract Demand for such Export Delivery Point under such Rate Schedule FT-D; and
- (iv) fourthly to service to Customer under Rate Schedule IT-D at such Export Delivery Point. If Customer is not entitled to service under Rate Schedule IT-D at such Export Delivery Point, gas shall be allocated as Over-Run Gas and charged in accordance with paragraph 4.3.

5.0 TERM OF SERVICE

5.1 Term of a Schedule of Service

The term for any Schedule of Service for Service under Rate Schedule FT-DW shall be 3 consecutive Winter Seasons.

5.2 Renewal of Service

Customer shall not be entitled to renew all or any portion of Service under a Schedule of Service under Rate Schedule FT-DW.

5.3 Term of Service Agreement

Customer's Service Agreement shall terminate on the latest Service Termination Date of Customer's Schedules of Service for Service under Rate Schedule FT-DW.

6.0 CAPACITY RELEASE

6.1 A Customer entitled to receive Service under Rate Schedule FT-DW shall not be entitled to reduce Customer's FT-DW Contract Demand for all or any portion of its Service under a Schedule of Service under Rate Schedule FT-DW.

7.0 TRANSFER OF SERVICE

7.1 A Customer entitled to receive Service under Rate Schedule FT-DW shall not be entitled to transfer all or any portion of Service under Rate Schedule FT-DW to any Receipt Point or Delivery Point.

8.0 TERM SWAPS

8.1 A Customer entitled to receive Service under Rate Schedule FT-DW shall not be entitled to swap the Service Termination Date of any Schedules of Service under Rate Schedule FT-DW with the Service Termination Date under any Schedule of Service.

9.0 TITLE TRANSFERS

9.1 A Customer entitled to receive Service under Rate Schedule FT-DW may transfer all or a portion of Customer's Inventory to another Customer or may accept a transfer of all or a portion of Customer's Inventory from another Customer provided such Customer is entitled to receive service under any Rate Schedule that permits title transfers and such title transfer is in accordance with the Terms and Conditions of Service Respecting Title Transfers in Appendix "C" of the Tariff.

10.0 APPLICATION FOR SERVICE

10.1 Applications for Service under this Rate Schedule FT-DW shall be in such form as Company may prescribe from time to time.

11.0 GENERAL TERMS AND CONDITIONS

11.1 The General Terms and Conditions of the Tariff and the provisions of any Service Agreement for Service under Rate Schedule FT-DW are applicable to Rate Schedule FT-DW to the extent that such terms and conditions and provisions are not inconsistent with this Rate Schedule.

SERVICE AGREEMENT
RATE SCHEDULE FT-DW

BETWEEN:

NOVA Gas Transmission Ltd., a body corporate having an office in
Calgary, Alberta (“Company”)

- and -

•, a body corporate having an office in •, • (“Customer”)

IN CONSIDERATION of the premises and the covenants and agreements in this Service Agreement, the parties covenant and agree as follows:

1. Customer acknowledges receipt of a current copy of the Tariff.
2. The capitalized terms used in this Service Agreement have the meanings attributed to them in the General Terms and Conditions of the Tariff, unless otherwise defined in this Service Agreement.
3. Customer requests and Company agrees to provide Service pursuant to Rate Schedule FT-DW in accordance with the attached Schedules of Service. The Service will commence on the Billing Commencement Date and will terminate, subject to the provisions of this Service Agreement, on the Service Termination Date.
4. Customer agrees to pay to Company each Billing Month, for all Service rendered under this Service Agreement, an amount equal to the aggregate charges for Service described in Rate Schedule FT-DW.

5. Customer shall:

- (a) provide such assurances and information as Company may reasonably require respecting any Service to be provided pursuant to this Rate Schedule FT-DW including, without limiting the generality of the foregoing, an assurance that necessary arrangements have been made among Customer, producers of gas for Customer, purchasers of gas from Customer and any other Person relating to such Service, including all gas purchase, gas sale, operating, processing and common stream arrangements; and
- (b) at Company's request provide Company with an assurance that Customer has provided the Person operating facilities downstream of any Delivery Point in respect of which Customer has the right to receive service with all authorizations necessary to enable such Person to provide Company with all data and information reasonably requested by Company for the purpose of allocating quantities of gas delivered by Company among Company's Customers and to bind Customer in respect of all such data and information provided.

If Customer fails to provide such assurances and information forthwith following request by Company, from time to time, Company may at its option, to be exercised by notice to Customer, suspend the Service to which such assurances and information relate until such time as Customer provides the assurances and information requested, provided however that any such suspension of Service shall not relieve Customer from any obligation to pay any rate, toll, charge or other amount payable to Company.

- 6.** Customer acknowledges that the Facilities have been designed based on certain assumptions and forecasts described each year in Company's Annual Plan, and that interruption and curtailment of Service may occur if the aggregate gas quantity actually received or the aggregate gas quantity actually delivered at the Facilities is different than forecast.

7. Every notice, request, demand, statement, bid or bill (for the purpose of this paragraph, collectively referred to as “Notice”) provided for in Rate Schedule FT-DW, this Service Agreement and the General Terms and Conditions, or any other Notice which either Company or Customer may desire to give to the other, shall be in writing and each of them and every payment provided for shall be directed to the Person to whom given, made or delivered at such Person's address as follows:

Customer:

-
-
-
- Attention: •
- Fax: •

Company:

-
-
-
- Attention: Customer Account Representative
- Fax: •

Notice may be given by fax or other telecommunication 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) business days after mailing, Saturdays, Sundays and statutory holidays excepted. In the event of disruption of regular mail, every payment not made electronically shall be personally delivered, and any other Notice shall be given by one of the other stated means.

Any Notice for the matters listed in the Notice Schedule for Electronic Commerce in Appendix “F” of the Tariff shall be given via EBB. Company shall not accept or provide any such Notice for those matters listed in Appendix “F” via any other alternative means, unless the EBB is inoperative or Customer is unable to establish connection with the EBB, in which case Notice shall be given by any other alternative means set out herein. Any Notice given by the EBB shall be deemed to be given one (1) hour after transmission.

Any Notice may also be given by telephone followed immediately by EBB, fax, personal delivery, courier or prepaid mail, and any Notice so given shall be deemed to have been given as of the date and time of the telephone notice.

- 8. The terms and conditions of Rate Schedule FT-DW, the General Terms and Conditions and Schedule of Service under Rate Schedule FT-DW are by this reference incorporated into and made a part of this Service Agreement.

IN WITNESS WHEREOF the parties have executed this Service Agreement by their proper signing officers duly authorized in that behalf all as of the • day of •, •.

•
Per: _____

NOVA Gas Transmission Ltd.
Per : _____

Per: _____

Per : _____

SCHEDULE OF SERVICE
RATE SCHEDULE FT-DW
CUSTOMER: •

Schedule of Service Number	Export Delivery Point Number and Name	Maximum FT-DW Capacity GJ/d	Minimum FT-DW Capacity GJ/d	FT-DW Bid Price Percentage of FT-D Demand Rate	Service Commencement Date	Service Termination Date	Allocated FT-DW Capacity GJ/d	Additional Conditions
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• • • • • • • • •

THIS SCHEDULE FORMS PART OF THE SERVICE AGREEMENT DATED • AND SHALL BE DEEMED TO BE ATTACHED THERETO.

•
 Per: _____

NOVA Gas Transmission Ltd.
 Per : _____

Per: _____

Per : _____

RATE SCHEDULE FT-A
FIRM TRANSPORTATION - ALBERTA DELIVERY

1.0 DEFINITIONS

1.1 The capitalized terms used in this Rate Schedule have the meanings attributed to them in the General Terms and Conditions of the Tariff unless otherwise defined in this Rate Schedule.

2.0 SERVICE DESCRIPTION AND AVAILABILITY

2.1 Subject to the stated terms and conditions, service under Rate Schedule FT-A shall mean the delivery of gas to Customer at Customer's Alberta Delivery Points (the "Service"), which includes the transportation of gas Company determines necessary to provide services under the Tariff.

2.2 The Service is available to a Customer that has executed a Service Agreement and Schedule of Service under Rate Schedule FT-A at an Alberta Delivery Point and a valid Service Agreement under Rate Schedule FCS is executed by any Customer at such Alberta Delivery Point. A standard form Service Agreement for Service under this Rate Schedule FT-A is attached.

2.3 Company shall not be required to construct or install Facilities for any Service under Rate Schedule FT-A. If Company determines that new Facilities are required that are directly attributable to Customer's request for Service, Company shall not be required to provide such requested Service unless a valid Service Agreement under Rate Schedule FCS exists in respect of such new Facilities.

3.0 PRICING

3.1 The rate used in calculating Customer's monthly charge for Service under Rate Schedule FT-A at an Alberta Delivery Point is the FT-A Rate.

4.0 CHARGE FOR SERVICE

4.1 The aggregate of Customer's monthly charges for a Billing Month for Service under Rate Schedule FT-A shall be equal to the sum of the monthly charges calculated for each of Customer's Alberta Delivery Points under Rate Schedule FT-A determined as follows:

$$MC = A \times B$$

Where:

"MC" = the monthly charge applicable to such Alberta Delivery Point;

"A" = the FT-A Rate; and

"B" = the sum of the volume of gas delivered by Company to such Customer at such Alberta Delivery Point under Rate Schedule FT-A in such Billing Month.

4.2 Aggregate of Customer's Surcharges

The aggregate of Customer's Surcharges for a Billing Month shall be equal to the sum of all Surcharges set forth in the Table of Rates, Tolls and Charges applicable to each of Customer's Alberta Delivery Points under Rate Schedule FT-A.

4.3 Aggregate Charge for Service

Customer shall pay for each Billing Month the sum of the amounts calculated in accordance with paragraphs 4.1 and 4.2.

4.4 Allocation of Gas Delivered

Notwithstanding any other provision of this Rate Schedule, any Service Agreement or the General Terms and Conditions of the Tariff, and without regard to how gas may have been nominated, the aggregate volume of gas delivered to Customer at an Alberta Delivery Point shall be allocated for billing purposes only to Service to Customer under Rate Schedule FT-A.

5.0 TERM OF SERVICE

5.1 Term of a Schedule of Service

The term of any Schedule of Service for Service under Rate Schedule FT-A shall be the term requested by Customer provided that the term is a minimum of one (1) year and terminates on the last day of the Gas Year.

5.2 Term of Service Agreement

Customer's Service Agreement shall terminate on the latest Service Termination Date of Customer's Schedules of Service for Service under Rate Schedule FT-A.

6.0 TRANSFER OF SERVICE

6.1 A Customer entitled to receive Service under Rate Schedule FT-A shall not be entitled to transfer Service under Rate Schedule FT-A to any Receipt Point or Delivery Point.

7.0 TERM SWAPS

7.1 A Customer entitled to receive Service under Rate Schedule FT-A shall not be entitled to swap the Service Termination Date of any Schedules of Service under Rate Schedule FT-A with the Service Termination Date under any Schedule of Service.

8.0 TITLE TRANSFERS

8.1 A Customer entitled to receive Service under Rate Schedule FT-A may transfer all or a portion of Customer's Inventory to another Customer or may accept a transfer of all or a portion of Customer's Inventory from another Customer provided such Customer is entitled to receive service under any Rate Schedule that permits title transfers and such title transfer is in accordance with the Terms and Conditions of Service Respecting Title Transfers in Appendix "C" of the Tariff.

9.0 RENEWAL OF SERVICE

9.1 Renewal Notification

Customer shall be entitled to renew Service under Rate Schedule FT-A, if Customer gives notice to Company of such renewal at least one (1) year prior to the Service

Termination Date. If Customer does not provide such notice, the Service shall expire on the Service Termination Date.

9.2 Irrevocable Notice

Customer's notice to renew pursuant to paragraph 9.1 shall be irrevocable one (1) year prior to the Service Termination Date.

Any renewal of Service is subject to the Financial Assurances provisions in Article 10 of the General Terms and Conditions.

9.3 Renewal Term

Customer's notice shall specify a renewal term of not less than one (1) year consisting of increments of whole years.

10.0 APPLICATION FOR SERVICE

10.1 Applications for Service under this Rate Schedule FT-A shall be in such form as Company may prescribe from time to time.

11.0 GENERAL TERMS AND CONDITIONS

11.1 The General Terms and Conditions of the Tariff and the provisions of any Service Agreement for Service under Rate Schedule FT-A are applicable to Rate Schedule FT-A to the extent that such terms and conditions and provisions are not inconsistent with this Rate Schedule.

**SERVICE AGREEMENT
RATE SCHEDULE FT-A**

BETWEEN:

NOVA Gas Transmission Ltd., a body corporate having an office in
Calgary, Alberta (“Company”)

- and -

•, a body corporate having an office in •, • (“Customer”)

IN CONSIDERATION of the premises and the covenants and agreements in this Service Agreement, the parties covenant and agree as follows:

1. Customer acknowledges receipt of a current copy of the Tariff.
2. The capitalized terms used in this Service Agreement have the meanings attributed to them in the General Terms and Conditions of the Tariff, unless otherwise defined in this Service Agreement.
3. Customer requests and Company agrees to provide Service pursuant to Rate Schedule FT-A in accordance with the attached Schedules of Service. The Service will commence on the Billing Commencement Date and will terminate, subject to the provisions of this Service Agreement, on the Service Termination Date.

4. Customer shall:

- (a) provide such assurances and information as Company may reasonably require respecting any Service to be provided pursuant to this Rate Schedule FT-A including, without limiting the generality of the foregoing, an assurance that necessary arrangements have been made among Customer, producers of gas for Customer, purchasers of gas from Customer and any other Person relating to such Service, including all gas purchase, gas sale, operating, processing and common stream arrangements; and
- (b) at Company's request provide Company with an assurance that Customer has provided the Person operating facilities downstream of any Delivery Point in respect of which Customer has the right to receive service with all authorizations necessary to enable such Person to provide Company with all data and information reasonably requested by Company for the purpose of allocating volumes of gas delivered by Company among Company's Customers and to bind Customer in respect of all such data and information provided.

If Customer fails to provide such assurances and information forthwith following request by Company, from time to time, Company may at its option, to be exercised by notice to Customer, suspend the Service to which such assurances and information relate until such time as Customer provides the assurances and information requested.

- 5.** Customer acknowledges that the Facilities have been designed based on certain assumptions and forecasts described each year in Company's Annual Plan, and that interruption and curtailment of Service may occur if the aggregate gas volume actually received or the aggregate gas volume actually delivered at the Facilities is different than forecast.

6. Every notice, request, demand, statement, bid or bill (for the purpose of this paragraph, collectively referred to as “Notice”) provided for in Rate Schedule FT-A, this Service Agreement and the General Terms and Conditions, or any other Notice which either Company or Customer may desire to give to the other, shall be in writing and each of them and every payment provided for shall be directed to the Person to whom given, made or delivered at such Person's address as follows:

Customer:

•

•

•

Attention: •

Fax: •

Company:

•

•

•

Attention: Customer Account Representative

Fax: •

Notice may be given by fax or other telecommunication 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) business days after mailing, Saturdays, Sundays and statutory holidays excepted. In the event of disruption of regular mail, every payment not made electronically shall be personally delivered, and any other Notice shall be given by one of the other stated means.

Any Notice for the matters listed in the Notice Schedule for Electronic Commerce in Appendix “F” of the Tariff shall be given via EBB. Company shall not accept or provide any such Notice for those matters listed in Appendix “F” via any other alternative means, unless the EBB is inoperative or Customer is unable to establish connection with the EBB, in which case Notice shall be given by any other alternative means set out herein. Any Notice given by the EBB shall be deemed to be given one (1) hour after transmission.

Any Notice may also be given by telephone followed immediately by EBB, fax, personal delivery, courier or prepaid mail, and any Notice so given shall be deemed to have been given as of the date and time of the telephone notice.

- 7. The terms and conditions of Rate Schedule FT-A, the General Terms and Conditions and Schedule of Service under Rate Schedule FT-A are by this reference incorporated into and made a part of this Service Agreement.

IN WITNESS WHEREOF the parties have executed this Service Agreement by their proper signing officers duly authorized in that behalf all as of the • day of •, •.

•
Per: _____

NOVA Gas Transmission Ltd.
Per : _____

Per: _____

Per : _____

**SCHEDULE OF SERVICE
 RATE SCHEDULE FT-A**

CUSTOMER: •

Schedule of Service Number	Delivery Point Number and Name	Legal Description	Maximum Delivery Pressure kPa	Service Termination Date	Additional Conditions
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• • • • • •

THIS SCHEDULE FORMS PART OF THE SERVICE AGREEMENT DATED • AND SHALL BE DEEMED TO BE ATTACHED THERETO.

• NOVA Gas Transmission Ltd.

Per: _____

Per : _____

Per: _____

Per : _____

RATE SCHEDULE FT-X
FIRM TRANSPORTATION - EXTRACTION

1.0 DEFINITIONS

1.1 The capitalized terms used in this Rate Schedule have the meanings attributed to them in the General Terms and Conditions of the Tariff unless otherwise defined in this Rate Schedule.

2.0 SERVICE DESCRIPTION AND AVAILABILITY

2.1 Subject to the stated terms and conditions, service under Rate Schedule FT-X shall mean:

- (i) the delivery of gas by Company for Customer at Extraction Delivery Points; and
- (ii) the receipt of gas by Company for Customer at Extraction Receipt Points.

Subparagraphs (i) and (ii) are collectively referred to as the “Service” which includes the transportation of gas Company determines necessary to provide services under the Tariff.

2.2 The Service is available to a Customer that has executed a Service Agreement and Schedule of Service under Rate Schedule FT-X and a valid Service Agreement under Rate Schedule FCS is executed by any Customer at the Extraction Delivery Point. A standard form Service Agreement for Service under this Rate Schedule FT-X is attached.

2.3 Company shall not be required to construct or install Facilities for any Service under Rate Schedule FT-X. If Company determines that new Facilities are required that are directly attributable to Customer’s request for Service, Company shall not be required to provide

such requested Service unless a valid Service Agreement under Rate Schedule FCS exists in respect of such new Facilities.

3.0 CHARGE FOR SERVICE

3.1 Company shall not charge Customer for Service under this Rate Schedule FT-X.

4.0 ALLOCATION OF GAS RECEIVED AND DELIVERED

4.1 Notwithstanding any other provision of this Rate Schedule, any Service Agreement or the General Terms and Conditions of the Tariff, and without regard to how gas may have been nominated, the aggregate volume of gas delivered by Company for Customer at Extraction Delivery Points or received by Company for Customer at Extraction Receipt Points shall be allocated only to Service to Customer under Rate Schedule FT-X.

5.0 TERM OF SERVICE

5.1 Term of a Schedule of Service

The term of any Schedule of Service for Service under Rate Schedule FT-X shall be the term requested by Customer provided that the term is a minimum of one (1) year and terminates on the last day of the Gas Year.

5.2 Term of Service Agreement

Customer's Service Agreement shall terminate on the latest Service Termination Date of Customer's Schedules of Service for Service under Rate Schedule FT-X.

6.0 **TRANSFER OF SERVICE**

6.1 A Customer entitled to receive Service under Rate Schedule FT-X shall not be entitled to transfer Service under Rate Schedule FT-X to any Receipt Point or Delivery Point.

7.0 **TERM SWAPS**

7.1 A Customer entitled to receive Service under Rate Schedule FT-X shall not be entitled to swap the Service Termination Date of any Schedules of Service under Rate Schedule FT-X with the Service Termination Date under any Schedule of Service.

8.0 **TITLE TRANSFERS**

8.1 A Customer entitled to receive Service under Rate Schedule FT-X may transfer all or a portion of Customer's Inventory to another Customer or may accept a transfer of all or a portion of Customer's Inventory from another Customer provided such Customer is entitled to receive service under any Rate Schedule that permits title transfers and such title transfer is in accordance with the Terms and Conditions of Service Respecting Title Transfers in Appendix "C" of the Tariff.

9.0 RENEWAL OF SERVICE

9.1 Renewal Notification

Customer shall be entitled to renew Service under Rate Schedule FT-X, if Customer gives notice to Company of such renewal at least one (1) year prior to the Service Termination Date. If Customer does not provide such notice, the Service shall expire on the Service Termination Date.

9.2 Irrevocable Notice

Customer's notice to renew pursuant to paragraph 9.1 shall be irrevocable one (1) year prior to the Service Termination Date.

Any renewal of Service is subject to the Financial Assurances provisions in Article 10 of the General Terms and Conditions.

9.3 Renewal Term

Customer's notice shall specify a renewal term of not less than one (1) year consisting of increments of whole years.

10.0 APPLICATION FOR SERVICE

10.1 Applications for Service under this Rate Schedule FT-X shall be in such form as Company may prescribe from time to time.

11.0 GENERAL TERMS AND CONDITIONS

11.1 The General Terms and Conditions of the Tariff and the provisions of any Service Agreement for Service under Rate Schedule FT-X are applicable to Rate Schedule FT-X to the extent that such terms and conditions and provisions are not inconsistent with this Rate Schedule.

SERVICE AGREEMENT
RATE SCHEDULE FT-X

BETWEEN:

NOVA Gas Transmission Ltd., a body corporate having an office in
Calgary, Alberta (“Company”)

- and -

•, a body corporate having an office in •, • (“Customer”)

IN CONSIDERATION of the premises and the covenants and agreements in this Service Agreement, the parties covenant and agree as follows:

1. Customer acknowledges receipt of a current copy of the Tariff.
2. The capitalized terms used in this Service Agreement have the meanings attributed to them in the General Terms and Conditions of the Tariff, unless otherwise defined in this Service Agreement.
3. Customer requests and Company agrees to provide Service pursuant to Rate Schedule FT-X in accordance with the attached Schedules of Service. The Service will commence on the Billing Commencement Date and will terminate, subject to the provisions of this Service Agreement, on the Service Termination Date.

4. Customer shall:
- (a) provide such assurances and information as Company may reasonably require respecting any Service to be provided pursuant to this Rate Schedule FT-X including, without limiting the generality of the foregoing, an assurance that necessary arrangements have been made among Customer, producers of gas for Customer, purchasers of gas from Customer and any other Person relating to such Service, including all gas purchase, gas sale, operating, processing and common stream arrangements; and
 - (b) at Company's request provide Company with an assurance that Customer has provided the Person operating facilities upstream of any Receipt Point or downstream of any Delivery Point in respect of which Customer has the right to receive service with all authorizations necessary to enable such Person to provide Company with all data and information reasonably requested by Company for the purpose of allocating volumes of gas received or delivered by Company among Company's Customers and to bind Customer in respect of all such data and information provided.

If Customer fails to provide such assurances and information forthwith following request by Company, from time to time, Company may at its option, to be exercised by notice to Customer, suspend the Service to which such assurances and information relate until such time as Customer provides the assurances and information requested.

5. Customer acknowledges that the Facilities have been designed based on certain assumptions and forecasts described each year in Company's Annual Plan, and that interruption and curtailment of Service may occur if the aggregate gas volume actually received or the aggregate gas volume actually delivered at the Facilities is different than forecast.

6. Every notice, request, demand, statement, bid or bill (for the purpose of this paragraph, collectively referred to as “Notice”) provided for in Rate Schedule FT-X, this Service Agreement and the General Terms and Conditions, or any other Notice which either Company or Customer may desire to give to the other, shall be in writing and each of them and every payment provided for shall be directed to the Person to whom given, made or delivered at such Person's address as follows:

Customer:

-
-
-

Attention: •

Fax: •

Company:

-
-
-

Attention: Customer Account Representative

Fax: •

Notice may be given by fax or other telecommunication 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) business days after mailing, Saturdays, Sundays and statutory holidays excepted. In the event of disruption of regular mail, every payment not made electronically shall be personally delivered, and any other Notice shall be given by one of the other stated means.

Any Notice for the matters listed in the Notice Schedule for Electronic Commerce in Appendix "F" of the Tariff shall be given via EBB. Company shall not accept or provide any such Notice for those matters listed in Appendix "F" via any other alternative means, unless the EBB is inoperative or Customer is unable to establish connection with the EBB, in which case Notice shall be given by any other alternative means set out herein. Any Notice given by the EBB shall be deemed to be given one (1) hour after transmission.

Any Notice may also be given by telephone followed immediately by EBB, fax, personal delivery, courier or prepaid mail, and any Notice so given shall be deemed to have been given as of the date and time of the telephone notice.

- 7. The terms and conditions of Rate Schedule FT-X, the General Terms and Conditions and Schedule of Service under Rate Schedule FT-X are by this reference incorporated into and made a part of this Service Agreement.

IN WITNESS WHEREOF the parties have executed this Service Agreement by their proper signing officers duly authorized in that behalf all as of the • day of •, •.

•
Per: _____

NOVA Gas Transmission Ltd.
Per : _____

Per: _____

Per : _____

**SCHEDULE OF SERVICE
 RATE SCHEDULE FT-X**

CUSTOMER: •

Schedule of Service Number	Extraction Receipt and Delivery Point Number and Name	Extraction Receipt and Delivery Point Legal Description	Maximum Delivery Pressure kPa	Service Termination Date	Additional Conditions
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• • • • • • •

THIS SCHEDULE FORMS PART OF THE SERVICE AGREEMENT DATED • AND SHALL BE DEEMED TO BE ATTACHED THERETO.

• NOVA Gas Transmission Ltd.
 Per: _____ Per : _____
 Per: _____ Per : _____

RATE SCHEDULE STFT
SHORT TERM FIRM TRANSPORTATION - DELIVERY

1.0 DEFINITIONS

1.1 The capitalized terms used in this Rate Schedule have the meanings attributed to them in the General Terms and Conditions of the Tariff unless otherwise defined in this Rate Schedule.

2.0 SERVICE DESCRIPTION AND AVAILABILITY

2.1 Subject to the stated terms and conditions, service under Rate Schedule STFT shall mean the delivery of gas to Customer at Customer's Export Delivery Points (the "Service") which includes the transportation of gas Company determines necessary to provide services under the Tariff.

2.2 The Service is available to any Customer requiring the delivery of gas at designated Export Delivery Points provided that:

- (a) Customer has executed a Service Agreement and Schedule of Service under Rate Schedule STFT; and
- (b) Company has accepted Customer's bid pursuant to article 5.0 of Appendix "A" of the Tariff.

2.3 A standard form Service Agreement for Service under this Rate Schedule STFT is attached.

3.0 STFT BID PRICE

3.1 Each Customer bid shall set out the bid price expressed as a percentage, which shall not be less than 100% (the “STFT Bid Price”) of the applicable FT-D Demand Rate listed from time to time in the Table of Rates Tolls and Charges. .

4.0 CHARGE FOR SERVICE**4.1 Aggregate of Customer's Monthly Demand Charge**

The aggregate of Customer’s monthly demand charge for a Billing Month for Service made available under Rate Schedule STFT shall be equal to the sum of the monthly demand charges for each of Customer’s Schedules of Service under Rate Schedule STFT, determined as follows:

$$\text{MDC} = \sum P \times F \times \left(A \times \frac{B}{C} \right)$$

Where:

“MDC” = the aggregate of the demand charges applicable to such Schedules of Service for such Billing Month;

“P” = the STFT Bid Price applicable to such Schedule of Service

“F” = the FT-D Demand Rate;

“A” = each Export Delivery Contract Demand in effect for all or a portion of such Billing Month for such Schedule of Service;

“B” = the number of days in such Billing Month that Customer was entitled to such Export Delivery Contract Demand under such Schedule of Service; and

“C” = the number of days in such Billing Month.

4.2 Aggregate of Customer's Surcharges

The aggregate of Customer's Surcharges for a Billing Month shall be equal to the sum of all Surcharges set forth in the Table of Rates, Tolls and Charges applicable to each of Customer's Schedules of Service under Rate Schedule STFT.

4.3 Aggregate of Customer's Over-Run Gas Charges

The aggregate of Customer's charges for Over-Run Gas in a Billing Month for Service under Rate Schedule STFT shall be equal to the sum of the monthly charges for Over-Run Gas for each Export Delivery Point at which Customer is entitled to Service under Rate Schedule STFT, determined as follows:

$$\text{MOC} = Q \times Z$$

Where:

"MOC" = the monthly charge for Over-Run Gas at the Export Delivery Point;

"Q" = total quantity of gas allocated to Customer by Company as Over-run Gas in accordance with paragraph 4.5 for Service under all Rate Schedules at such Export Delivery Point for such Billing Month;

"Z" = the IT-D Rate at such Export Delivery Point.

4.4 Aggregate Charge for Service

Customer shall pay for each Billing Month the sum of the amounts calculated in accordance with paragraphs 4.1, 4.2 and 4.3.

4.5 Allocation of Gas Delivered

Notwithstanding any other provision of this Rate Schedule, any Service Agreement or the General Terms and Conditions of the Tariff, and without regard to how gas may have been nominated, the aggregate quantity of gas delivered to Customer at an Export Delivery Point shall be allocated for billing purposes as follows:

- (i) first to service to Customer under Rate Schedule LRS-2 to a maximum of such Eligible LRS-2 Volumes for the A/BC Export Delivery Point under such Rate Schedule LRS-2;
- (ii) secondly to service to Customer under Rate Schedule FT-DW and Rate Schedule STFT to a maximum of such Customer's allocated FT-DW Capacity and STFT Capacity for such Export Delivery Point under each such Rate Schedule FT-DW and Rate Schedule STFT;
- (iii) thirdly to service to Customer under Rate Schedule FT-D to a maximum of such Customer's Export Delivery Contract Demand for such Export Delivery Point under such Rate Schedule FT-D; and
- (iv) fourthly to service to Customer under Rate Schedule IT-D. If Customer is not entitled to service under Rate Schedule IT-D at such Export Delivery Point, gas shall be allocated as Over-Run Gas and charged in accordance with paragraph 4.3.

5.0 TERM OF SERVICE AGREEMENT

5.1 The term for any Schedule of Service under Rate Schedule STFT shall be for a minimum of 7 days and a maximum of 1 year less 1 day and shall end on the last day of a month.

5.2 Customer's Service Agreement under Rate Schedule STFT shall be in full force and effect until terminated in accordance with paragraph 5.3.

5.3 Company or Customer shall be entitled to terminate Customer's Service Agreement under Rate Schedule STFT upon at least 60 days prior written notice of such termination. Upon expiration of the aforesaid 60 day period, such Service Agreement shall terminate and be of no further force or effect; provided that nothing herein shall relieve any party from any obligations which arose prior to the effective date of such termination, including all obligations under Customer's Schedules of Service in force on the effective date of such termination.

6.0 ASSIGNMENTS

6.1 The Customer shall not be entitled to assign any Schedule of Service under Rate Schedule STFT.

7.0 TITLE TRANSFERS

7.1 A Customer entitled to receive Service under Rate Schedule STFT may transfer all or a portion of Customer's Inventory to another Customer or may accept a transfer of all or a portion of Customer's Inventory from another Customer provided such Customer is entitled to receive service under any Rate Schedule that permits title transfers and such title transfer is in accordance with the Terms and Conditions of Service Respecting Title Transfers in Appendix "C" of the Tariff.

8.0 GENERAL TERMS AND CONDITIONS

8.1 The General Terms and Conditions of the Tariff and the provisions of any Service Agreement for Service under Rate Schedule STFT are applicable to Rate Schedule STFT to the extent that such terms and conditions and provisions are not inconsistent with this Rate Schedule.

SERVICE AGREEMENT
RATE SCHEDULE STFT

BETWEEN:

NOVA Gas Transmission Ltd., a body corporate having an office in Calgary,
Alberta (“Company”)

- and-

•, a body corporate having an office in •, • (“Customer”)

IN CONSIDERATION of the premises and the covenants and agreements herein contained, the parties covenant and agree as follows:

1. Customer acknowledges receipt of a current copy of the Tariff.
2. The capitalized terms used in this Service Agreement have the meanings attributed to them in the General Terms and Conditions of the Tariff, unless otherwise defined in this Service Agreement.
3. Customer requests and Company agrees to provide Service pursuant to Rate Schedule STFT in accordance with the attached Schedules of Service. The Service will commence on the Billing Commencement Date and will terminate, subject to the provisions of this Service Agreement, on the Service Termination Date.

4. Customer agrees to pay to Company each Billing Month, for all Service rendered under this Service Agreement, an amount equal to the aggregate charges for Service described in Rate Schedule STFT.

5. Customer shall:
 - (a) provide such assurances and information as Company may reasonably require respecting any Service to be provided pursuant to this Rate Schedule STFT including, without limiting the generality of the foregoing, an assurance that necessary arrangements have been made among Customer, producers of gas for Customer, purchasers of gas from Customer and any other Person relating to such Service, including all gas purchase, gas sale, operating, processing and common stream arrangements; and

 - (b) at Company's request provide Company with an assurance that Customer has provided the Person operating facilities downstream of any Delivery Point in respect of which Customer has the right to receive service with all authorizations necessary to enable such Person to provide Company with all data and information reasonably requested by Company for the purpose of allocating quantities of gas delivered by Company among Company's Customers and to bind Customer in respect of all such data and information provided.

If Customer fails to provide such assurances and information forthwith following request by Company, from time to time, Company may at its option, to be exercised by notice to Customer, suspend the Service to which such assurances and information relate until such time as Customer provides the assurances and information requested, provided however that any such suspension of Service shall not relieve Customer from any obligation to pay any rate, toll, charge or other amount payable to Company.

6. Customer acknowledges that the Facilities have been designed based on certain assumptions and forecasts described each year in Company's Annual Plan, and that interruption and curtailment of Service may occur if the aggregate gas quantity actually

received or the aggregate gas quantity actually delivered at the Facilities is different than forecast.

7. Every notice, request, demand, statement, bid or bill (for the purpose of this paragraph, collectively referred to as “Notice”) provided for in Rate Schedule STFT, this Service Agreement and the General Terms and Conditions, or any other Notice which either Company or Customer may desire to give to the other, shall be in writing and each of them and every payment provided for shall be directed to the Person to whom given, made or delivered at such Person's address as follows:

Customer:

-
-
-
- Attention: •
- Fax: •

Company:

-
-
-
- Attention: Customer Account Representative
- Fax: •

Notice may be given by fax or other telecommunication 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) business days after mailing, Saturdays, Sundays and statutory holidays excepted. In the event of disruption of regular mail, every payment not

made electronically shall be personally delivered, and any other Notice shall be given by one of the other stated means.

Any Notice for the matters listed in the Notice Schedule for Electronic Commerce in Appendix "F" of the Tariff shall be given via EBB. Company shall not accept or provide any such Notice for those matters listed in Appendix "F" via any other alternative means, unless the EBB is inoperative or Customer is unable to establish connection with the EBB, in which case Notice shall be given by any other alternative means set out herein. Any Notice given by the EBB shall be deemed to be given one (1) hour after transmission.

Any Notice may also be given by telephone followed immediately by EBB, fax, personal delivery, courier or prepaid mail, and any Notice so given shall be deemed to have been given as of the date and time of the telephone notice.

- 8. The terms and conditions of Rate Schedule STFT, the General Terms and Conditions and Schedule of Service under Rate Schedule STFT are by this reference incorporated into and made a part of this Service Agreement.

IN WITNESS WHEREOF the parties have executed this Service Agreement by their proper signing officers duly authorized in that behalf all as of the • day of •, •.

•
Per: _____
Per: _____

NOVA Gas Transmission Ltd.
Per : _____
Per : _____

**SCHEDULE OF SERVICE
RATE SCHEDULE STFT**

CUSTOMER: •
•
•
•

ATTENTION: •
PHONE: •

FAX: •

Schedule of Service Number	Export Delivery Point Number and Name	Maximum STFT Capacity GJ/d	Minimum STFT Capacity GJ/d	STFT Bid Price Percentage of FT-D Demand Rate	Service Commencement Date	Service Termination Date	Allocated STFT Capacity GJ/d
• • •		•	•	•	•	•	•

THIS SCHEDULE FORMS PART OF THE SERVICE AGREEMENT DATED • AND SHALL BE DEEMED TO BE ATTACHED THERETO.

•
Per: _____

NOVA Gas Transmission Ltd.
Per : _____

Per: _____

Per : _____

RATE SCHEDULE FT-P
FIRM TRANSPORTATION – ALBERTA POINTS TO POINT

1.0 DEFINITIONS

1.1 The capitalized terms used in this Rate Schedule have the meanings attributed to them in the General Terms and Conditions of the Tariff unless otherwise defined in this Rate Schedule.

2.0 SERVICE DESCRIPTION AND AVAILABILITY

2.1 Subject to the stated terms and conditions, service under Rate Schedule FT-P shall mean:

- (i) the receipt of gas within Alberta from Customer at Customer's Receipt Points, other than a Storage Receipt Point or an Extraction Receipt Point;
- (ii) the transportation of gas through the Facilities that Company determines necessary to provide services under the Tariff; and
- (iii) the delivery of gas to Customer at Customer's Alberta Delivery Point other than a Storage Delivery Point or an Extraction Delivery Point.

Subparagraphs (i), (ii) and (iii) are collectively referred to as the "Service". Company shall establish an FT-P Customer Account for each of Customer's Schedule of Service under Rate Schedule FT-P.

2.2 The Service is available to any Customer that requests a Points to Point Contract Demand of $140.0 \times 10^3 \text{ m}^3/\text{d}$ (5.0 MMcf/d) or greater, has executed a Service Agreement and Schedule of Service under Rate Schedule FT-P and a valid Service Agreement under

Rate Schedule FCS is executed by any Customer at such Alberta Delivery Point. A standard form Service Agreement for Service under this Rate Schedule FT-P is attached.

3.0 PRICING

3.1 Subject to paragraph 3.2, the rate used in calculating Customer's monthly demand charge under each of Customer's Schedules of Service for Service under Rate Schedule FT-P is the FT-P Demand Rate.

3.2 If the term of Customer's Schedule of Service for any new Service or any renewed Service under Rate Schedule FT-P is:

- (i) five (5) years or greater the Price Point shall be 95% (Price Point "A");
- (ii) at least three (3) years but less than five (5) years the Price Point shall be 100% (Price Point "B"); and
- (iii) at least one (1) year but less than three (3) years the Price Point shall be 105% (Price Point "C").

4.0 CHARGE FOR SERVICE

4.1 Aggregate of Customer's Monthly Demand Charges

The aggregate of Customer's monthly demand charges for a Billing Month for Service under Rate Schedule FT-P shall be equal to the sum of the monthly demand charges for each of Customer's Schedules of Service under Rate Schedule FT-P, determined as follows:

$$\text{MDC} = \sum (F \times P) \times \left(A \times \frac{B}{C} \right)$$

Where:

- “MDC” = the aggregate of the demand charges applicable to such Schedule of Service for such Billing Month;
- “F” = the FT-P Demand Rate applicable to such Schedule of Service;
- “P” = the applicable Price Point for such Schedule of Service;
- “A” = each Points to Point Contract Demand in effect for all or a portion of such Billing Month for such Schedule of Service;
- “B” = the number of days in such Billing Month that Customer was entitled to such Points to Point Contract Demand under such Schedule of Service; and
- “C” = the number of days in such Billing Month.

4.2 Aggregate of Customer’s Surcharges

The aggregate of Customer’s Surcharges for a Billing Month shall be equal to the sum of all Surcharges set forth in the Table of Rates, Tolls and Charges applicable to each of Customer’s Schedules of Service under Rate Schedule FT-P.

4.3 Customer’s Monthly Receipt Points Over-Run Gas Charges

Customer’s charges for Receipt Points Over-Run Gas in a Billing Month for Service under Rate Schedule FT-P shall be equal to the sum of the monthly charges for such

Over-Run Gas for each of Customer's Schedule of Service under Rate Schedule FT-P, determined as follows:

$$\text{MOC} = V \times Z$$

Where:

"MOC" = the monthly charge for such Over-Run Gas under such Schedule of Service;

"V" = total volume of gas allocated to Customer by Company as Over-Run Gas in accordance with paragraph 4.8 for Service under such Schedule of Service for Rate Schedule FT-P for such Billing Month; and

"Z" = the highest IT-R Rate at the Receipt Points set out in such Schedule of Service.

4.4 Customer's Monthly Delivery Point Over-Run Gas Charge

Customer's charges for Delivery Point Over-Run Gas in a Billing Month for Service under Rate Schedule FT-P shall be equal to the sum of the monthly charges for such Over-Run Gas for each of Customer's Schedule of Service under Rate Schedule FT-P, determined as follows:

$$\text{MOC} = V \times Z$$

Where:

“MOC” = the monthly charge for such Over-Run Gas under such Schedule of Service;

“V” = total volume of gas allocated to Customer by Company as Delivery Over-run Gas in accordance with paragraph 4.9 for Service under such Schedule of Service for Rate Schedule FT-P for such Billing Month; and

“Z” = the FT-A Rate.

4.5 The calculation of Customer's charge for Over-Run Gas in paragraphs 4.3 and 4.4 shall not take into account Customer's Inventory on the last day of the Billing Month.

4.6 Charge for Gas Used and Gas Lost

The aggregate of Customer's charges for Gas Used and Gas Lost in a Billing Month for Service under Rate Schedule FT-P shall be equal to the sum of the monthly charges for Gas Used and Gas Lost for each Schedule of Service under Rate Schedule FT-P determined as follows:

$$GU = [E \times (H \times 0.5) + (ROG \times H)] \times P$$

Where:

“GU” = the monthly charge for Gas Used and Gas Lost under such Schedule of Service;

“E” = Customer's Eligible Points to Point Volume for such Schedule of Service for the Billing Month;

“H” = Company’s system fuel percentage for Gas Used and Gas Lost for the Billing Month;

“ROG”= The amount of gas determined by Company to be Customer’s Over-Run Gas for the month as determined in paragraph 4.8; and

“P” = Company’s Gas Use Price.

4.7 Aggregate Charge For Service

Customer shall pay for each Billing Month the sum of the amounts calculated in accordance with paragraphs 4.1, 4.2, 4.3, 4.4 and 4.6.

4.8 Allocation of Gas Received

Notwithstanding any other provision of this Rate Schedule, any Service Agreement or the General Terms and Conditions of the Tariff, and without regard to how gas may have been nominated for each FT-P Customer Account, the aggregate volume of gas received from Customer at the Receipt Points shall be allocated for billing purposes as follows:

- (i) first to service to Customer under Rate Schedule FT-P to a maximum of such Customer's Eligible Points to Point Volume under such Rate Schedule FT-P; and
- (ii) secondly as Over-Run Gas and charged in accordance with paragraph 4.3.

4.9 Allocation of Gas Delivered

Notwithstanding any other provision of this Rate Schedule, any Service Agreement or the General Terms and Conditions of the Tariff, and without regard to how gas may have been nominated for each FT-P Customer Account, the aggregate volume of gas delivered

to Customer at an Alberta Delivery Point shall be allocated for billing purposes as follows:

- (i) first to service to Customer under Rate Schedule FT-P to a maximum of such Customer's Eligible Points to Point Volume under such Rate Schedule FT-P; and
- (ii) secondly as Over-Run Gas and charged in accordance with paragraph 4.4.

5.0 TERM OF SERVICE

5.1 Term of a Schedule of Service

If, in the provision of new Service, Company determines that:

- (i) no new Facilities are required to be installed or constructed at any Receipt Point to provide the Service requested, the term of the Schedule of Service shall be equal to the term requested by Customer with the minimum term being one (1) year; or
- (ii) new Facilities are required to be installed or constructed at any Receipt Point to provide the Service requested, the term of the Schedule of Service shall be equal to the Primary Term.

5.2 The Price Point for the term shall be determined in the manner described in paragraph 3.2.

5.3 If the number of years calculated for the Primary Term exceeds fifteen (15) years the Primary Term shall be fixed at fifteen (15) years and a Surcharge, determined under the Criteria for Determining Primary Term in Appendix "E" of the Tariff, shall be applied in respect of such Service.

5.4 Term of Service Agreement

Customer's Service Agreement shall terminate on the latest Service Termination Date of Customer's Schedules of Service for Service under Rate Schedule FT-P.

6.0 CAPACITY RELEASE

6.1 A Customer entitled to receive Service under Rate Schedule FT-P shall not be entitled to reduce Customer's FT-P Contract Demand for all or any portion of its Service under a Schedule of Service under Rate Schedule FT-P.

7.0 TRANSFER OF SERVICE

7.1 If Customer desires to transfer all or any portion of Service under a Schedule of Service from one Receipt Point to another Receipt Point set out in the same Schedule of Service, Customer shall notify Company of Customer's request for such transfer specifying the Receipt Points, the Schedule of Service and the portion of the Receipt Contract Demand that Customer wishes to transfer.

7.2 Company is under no obligation to permit the transfer requested in paragraph 7.1, but may permit such transfer provided that:

- (i) such Receipt Points are set out in the same Schedule of Service for Service under Rate Schedule FT-P;
- (ii) Company determines that sufficient capacity exists in the Facilities to accommodate the transfer;

- (iii) Company determines that the construction or installation of new Facilities that are directly attributable to the transfer is not required; and
- (iv) Customer executes new Schedules of Service.

8.0 TERM SWAPS

- 8.1** A Customer entitled to receive Service under Rate Schedule FT-P shall not be entitled to swap the Service Termination Date of any Schedule of Service under Rate Schedule FT-P with the Service Termination Date under any Schedule of Service.

9.0 TITLE TRANSFERS

- 9.1** A Customer entitled to receive Service under Rate Schedule FT-P shall not be entitled to transfer or accept a transfer of Customers' inventory to or from any other Customer's Account.

10.0 RENEWAL OF SERVICE

10.1 Renewal Notification

Customer shall be entitled to renew all or any portion of Service under a Schedule of Service under Rate Schedule FT-P as Service under either Rate Schedule FT-P or Rate Schedule FT-R, provided Customer gives notice to Company of such renewal at least one (1) year prior to the Service Termination Date. If Customer does not specify which Rate Schedule the Service is to be renewed under, the Service shall be renewed under Rate Schedule FT-P. If Customer does not provide such notice, the Service shall expire on the Service Termination Date.

10.2 Irrevocable Notice

Customer's notice shall be irrevocable one (1) year prior to the Service Termination Date.

Any renewal of Service is subject to the Financial Assurances provisions in Article 10 of the General Terms and Conditions.

10.3 Renewal Term

Customer's notice shall specify a renewal term of not less than one (1) year consisting of increments of whole months. The Price Point for the renewal term shall be determined in the manner described in paragraph 3.2 based on the length of the renewal term requested by Customer.

11.0 ACCOUNT BALANCE

11.1 Notwithstanding paragraph 4 and 5 of the "Terms and Conditions Respecting Customer's Inventories and Related Matters" in Appendix "D" of the Tariff, Company will (if required) once each Day and once each month balance each FT-P Customer Account to zero.

12.0 APPLICATION FOR SERVICE

12.1 Applications for Service under this Rate Schedule FT-P shall be in such form as Company may prescribe from time to time.

13.0 GENERAL TERMS AND CONDITIONS

13.1 The General Terms and Conditions of the Tariff and the provisions of any Service Agreement for Service under Rate Schedule FT-P are applicable to Rate Schedule FT-P to the extent that such terms and conditions and provisions are not inconsistent with this Rate Schedule.

**SERVICE AGREEMENT
RATE SCHEDULE FT-P**

BETWEEN:

NOVA Gas Transmission Ltd., a body corporate having an office in
Calgary, Alberta (“Company”)

- and -

•, a body corporate having an office in •, • (“Customer”)

IN CONSIDERATION of the premises and the covenants and agreements in this Service Agreement, the parties covenant and agree as follows:

1. Customer acknowledges receipt of a current copy of the Tariff.
2. The capitalized terms used in this Service Agreement have the meanings attributed to them in the General Terms and Conditions of the Tariff, unless otherwise defined in this Service Agreement.
3. Customer requests and Company agrees to provide Service pursuant to Rate Schedule FT-P in accordance with the attached Schedules of Service. The Service will commence on the Billing Commencement Date and will terminate, subject to the provisions of this Service Agreement, on the Service Termination Date.
4. Customer agrees to pay to Company each Billing Month, for all Service rendered under this Service Agreement, an amount equal to the aggregate charges for Service described in Rate Schedule FT-P.

5. Customer shall:
- (a) provide such assurances and information as Company may reasonably require respecting any Service to be provided pursuant to this Rate Schedule FT-P including, without limiting the generality of the foregoing, an assurance that necessary arrangements have been made among Customer, producers of gas for Customer, purchasers of gas from Customer and any other Person relating to such Service, including all gas purchase, gas sale, operating, processing and common stream arrangements; and
 - (b) at Company's request provide Company with an assurance that Customer has provided the Person operating facilities upstream of any Receipt Point in respect of which Customer has the right to receive service with all authorizations necessary to enable such Person to provide Company with all data and information reasonably requested by Company for the purpose of allocating volumes of gas received by Company among Company's Customers and to bind Customer in respect of all such data and information provided.

If Customer fails to provide such assurances and information forthwith following request by Company, from time to time, Company may at its option, to be exercised by notice to Customer, suspend the Service to which such assurances and information relate until such time as Customer provides the assurances and information requested, provided however that any such suspension of Service shall not relieve Customer from any obligation to pay any rate, toll, charge or other amount payable to Company.

6. Customer acknowledges that the Facilities have been designed based on certain assumptions and forecasts described each year in Company's Annual Plan, and that interruption and curtailment of Service may occur if the aggregate gas volume actually

received or the aggregate gas volume actually delivered at the Facilities is different than forecast.

7. Every notice, request, demand, statement, bid or bill (for the purpose of this paragraph, collectively referred to as “Notice”) provided for in Rate Schedule FT-P, this Service Agreement and the General Terms and Conditions, or any other Notice which either Company or Customer may desire to give to the other, shall be in writing and each of them and every payment provided for shall be directed to the Person to whom given, made or delivered at such Person's address as follows:

Customer:

-
-
-
- Attention: •
- Fax: •

Company:

-
-
-
- Attention: Customer Account Representative
- Fax: •

Notice may be given by fax or other telecommunication 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) business days after mailing, Saturdays, Sundays and statutory holidays excepted. In the event of disruption of regular mail, every payment not

made electronically shall be personally delivered, and any other Notice shall be given by one of the other stated means.

Any Notice for the matters listed in the Notice Schedule for Electronic Commerce in Appendix "F" of the Tariff shall be given via EBB. Company shall not accept or provide any such Notice for those matters listed in Appendix "F" via any other alternative means, unless the EBB is inoperative or Customer is unable to establish connection with the EBB, in which case Notice shall be given by any other alternative means set out herein. Any Notice given by the EBB shall be deemed to be given one (1) hour after transmission.

Any Notice may also be given by telephone followed immediately by EBB, fax, personal delivery, courier or prepaid mail, and any Notice so given shall be deemed to have been given as of the date and time of the telephone notice.

- 8.** The terms and conditions of Rate Schedule FT-P, the General Terms and Conditions and Schedule of Service under Rate Schedule FT-P are by this reference incorporated into and made a part of this Service Agreement.

IN WITNESS WHEREOF the parties have executed this Service Agreement by their proper signing officers duly authorized in that behalf all as of the • day of •, •.

•

NOVA Gas Transmission Ltd.

Per:

Per :

Per:

Per :

**SCHEDULE OF SERVICE
 RATE SCHEDULE FT-P**

CUSTOMER: •

SERVICE TERMINATION DATE: •

POINT TO POINT DISTANCE (km) : •

PRICE POINT: •

Schedule of Service Number	Alberta Delivery Point Number and Name	Legal Description	Maximum Delivery Pressure kPa	Points to Point Contract Demand 10 ³ m ³ /d	Additional Conditions
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• • • • • •

Reference Number	Receipt Points Number and Name	Legal Description	Maximum Receipt Pressure kPa	Receipt Contract Demand 10 ³ m ³ /d
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THIS SCHEDULE FORMS PART OF THE SERVICE AGREEMENT DATED • AND SHALL BE DEEMED TO BE ATTACHED THERETO.

•
 Per: _____

NOVA Gas Transmission Ltd.
 Per : _____

Per: _____

Per : _____

RATE SCHEDULE LRS
LOAD RETENTION SERVICE

1.0 DEFINITIONS

1.1 The capitalized terms used in this Rate Schedule have the meanings attributed to them in the General Terms and Conditions of the Tariff unless otherwise defined in this Rate Schedule.

2.0 SERVICE DESCRIPTION

2.1 Subject to the stated terms and conditions, service under Rate Schedule LRS shall mean:

- (i) the receipt of gas from Customer at Customer's Receipt Points as identified in Appendix "1" of this Rate Schedule; and
- (ii) the delivery of gas to the Empress Border and/or the McNeill Border Export Delivery Points.

2.2 Subparagraphs (i) and (ii) are collectively referred to as the "Service" which includes transportation of gas that Company determines necessary to provide services under the Tariff.

2.3 A standard form Service Agreement for Service under this Rate Schedule LRS is attached.

3.0 AVAILABILITY

3.1 Service is available to those Customers who signed a precedent agreement with Palliser Pipeline Inc. prior to December 12, 1996 (the “Palliser Precedent Agreement”) requiring firm service for the transportation of natural gas within Alberta. Service under Rate Schedule LRS involves the receipt of quantities of gas at the Receipt Points authorized under this Rate Schedule LRS, being those Receipt Points identified in Appendix “1” attached to this Rate Schedule, and the delivery of such quantities of gas to either the Empress or McNeill Border Export Delivery Points. It is a condition of Service that Customers have or are deemed to have executed a Service Agreement and Schedule of Service under Rate Schedule LRS.

3.2 New or additional Service under Rate Schedule LRS at Receipt Points shall be made available in accordance with the provisions of article 5.0.

4.0 CHARGE FOR SERVICE**4.1 Aggregate of Customer's Monthly Receipt Demand Charge**

The aggregate of Customer’s monthly receipt demand charges for a Billing Month for Service under Rate Schedule LRS at Customer’s Receipt Points as identified in Appendix “1” shall be equal to the sum of the monthly receipt demand charges for each of Customer’s Schedules of Service under Rate Schedule LRS, determined as follows:

$$\text{MDC} = \sum (F \times P) \left(A \times \frac{B}{C} \right)$$

Where:

“MDC” = the aggregate of the receipt demand charges applicable to such Schedule of Service for such Billing Month;

- “F” = the FT-R Demand Rate applicable to such Schedule of Service;
- “P” = Price Point “A” (as defined in Rate Schedule FT-R);
- “A” = each LRS Contract Demand in effect for all or a portion of such Billing Month as set out in such Schedule of Service;
- “B” = the number of days in such Billing Month that Customer was entitled to such LRS Contract Demand under such Schedule of Service; and
- “C” = the number of days in such Billing Month.

4.2 Determination of LRS Billing Adjustment

Customer’s monthly LRS Billing Adjustment for a Billing Month for Service under Rate Schedule LRS shall be calculated by the application of the following four steps:

- (i) determination of the Eligible LRS Contract Demand as described in subparagraph 4.2.1;
- (ii) calculation of the amount that has been charged in respect of the Eligible LRS Contract Demand using the applicable FT-R Demand Rates and the volumetric equivalent of the FT-D Demand Rate as described in subparagraph 4.2.2;
- (iii) calculation of the amount that should be charged in respect of Service under Rate Schedule LRS by applying the Effective LRS Rate to the Eligible LRS Contract Demand as described in subparagraph 4.2.3; and

- (iv) determination of the LRS Billing Adjustment that will be applied to Customer's bill, as described in subparagraph 4.2.4, by determining the difference between the amounts calculated in steps (ii) and (iii).

4.2.1. Determination of Eligible LRS Contract Demand

Eligible LRS Contract Demand will be determined based on the information provided by Customer by way of an Officer's Certificate in such form as Company may prescribe from time to time. Eligibility is achieved only when Customer has provided a valid Officer's Certificate which satisfies Company that the requirements under Rate Schedule LRS have been met. Customer shall provide an Officer's Certificate no later than the twenty-fifth day of each Month.

The Eligible LRS Contract Demand will be determined as follows:

$$\text{ECD} = A - \left(\frac{B + C - D}{E} \right)$$

Where:

"ECD" = the Eligible LRS Contract Demand;

"A" = the aggregate LRS Contract Demand for Service under Rate Schedule LRS at the Customer's Receipt Points identified in Appendix "1" of this Rate Schedule adjusted as per paragraph 4.1;

"B" = the volumes of gas received by Company under Rate Schedule LRS verified by an Officer's Certificate to have been delivered from the Facilities into a storage facility for Customer;

- “C” = the volumes of gas not verified by an Officer’s Certificate to have been delivered to the Empress Border or McNeill Border Export Delivery Points under Rate Schedule LRS;
- “D” = the volumes of gas under Rate Schedule LRS verified by an Officer’s Certificate to have been delivered from a storage facility into the Facilities for Customer (provided that these storage volumes of gas originated from Customer’s Receipt Points identified in Appendix “1” of this Rate Schedule for Customer) and were ultimately delivered to the Empress Border or McNeill Border Export Delivery Points; and
- “E” = the average number of days in a month.

4.2.2. Calculation of Amount Charged in respect of the Eligible LRS Contract Demands using the FT-R Demand Rate(s) and the FT-D Demand Rate

After having determined the Eligible LRS Contract Demand, Company will calculate the amount that has been charged with respect to paragraph 4.1 of this Rate Schedule LRS.

The amount that has been charged is the sum of:

- (i) for all of Customer’s Receipt Points identified in Appendix “1” the aggregate of the product of the FT-R Demand Rate and Price Point “A” and the Eligible LRS Contract Demand for each Receipt Point (the “Receipt Demand Charge”); and
- (ii) the volumetric equivalent of the FT-D Demand Rate multiplied by the Eligible LRS Contract Demand (the “Delivery Demand Charge”).

4.2.3. Calculation of the Amounts To Be Charged for LRS Service

The amount to be paid for Service under Rate Schedule LRS (the “LRS Charge”) will be the product of the Effective LRS Rate and the Eligible LRS Contract Demand. The Effective LRS Rate is included in the Table of Rates, Tolls and Charges of this Tariff.

The Effective LRS Rate commences on January 1, 1998 and escalates at the rate of two (2) per cent per annum starting January 1, 1999.

4.2.4. Determination of LRS Billing Adjustment

The LRS Billing Adjustment will be calculated as follows:

- (i) Company will calculate the sum of the Receipt Demand Charge and the Delivery Demand Charge; and
- (ii) Company will calculate the difference between the LRS Charge and the amount calculated in accordance with subparagraph 4.2.4 (i).

The result of the calculations made in accordance with subparagraph 4.2.4 (ii) shall be the LRS Billing Adjustment.

Eligible LRS Contract Demand will not be considered for the determination of the LRS Billing Adjustment unless Customer has satisfied Company in the form of a valid Officer’s Certificate, that the volumes of gas received were delivered to the Empress Border and McNeill Border Export Delivery Point within the Month with the exception of any volume of gas to have been delivered from Facilities into a storage facility.

4.3 Aggregate of Customer's Over-Run Gas Charges

4.3.1. In the event that Company determines in respect of a Billing Month that Company has received from Customer, in such Billing Month, a volume of gas at any Receipt Point identified in Appendix "1" of this Rate Schedule in excess of:

- (a) the aggregate of the products obtained when each of the LRS Contract Demand and LRS-3 Contract Demand in effect for Customer in respect of Rate Schedules LRS and LRS-3, in such Billing Month, is multiplied by the number of Days in such month that such LRS Contract Demand and LRS-3 Contract Demand was in effect; plus
- (b) the aggregate of the products obtained when each of the Receipt Contract Demand in effect for Customer in respect of Rate Schedule FT-R and Rate Schedule FT-RN, in such Billing Month, is multiplied by the number of Days in such month that the Receipt Contract Demand was in effect,

then Customer shall pay to Company an amount equal to the product of a volume equal to such excess and the IT-R Rate for the applicable Receipt Point.

4.3.2. The calculation of Customer's Over-Run Gas charge in subparagraph 4.3.1 shall not take into account Customer's Inventory on the last day of the Billing Month.

4.4 Aggregate Charge For Service

Customer shall pay for each Billing Month:

- (i) the amounts calculated in accordance with paragraphs 4.1 and 4.3; less

- (ii) the sum of
 - (a) the billing credit, if any, calculated in accordance with the Terms and Conditions Respecting Relief for Mainline Capacity Restrictions in Appendix “B” of the Tariff; and
 - (b) the LRS Billing Adjustment, if any, calculated in accordance with paragraph 4.2 of this Rate Schedule LRS.

4.5 Allocation of Gas Received

Notwithstanding any other provision of this Rate Schedule, any Service Agreement or General Terms and Conditions of the Tariff, and without regard to how gas may have been nominated, the aggregate volume of gas received from Customer at a Receipt Point shall be allocated for billing purposes as follows:

- (i) first to Service to Customer under Rate Schedule LRS to a maximum of such Customer’s LRS Contract Demand for such Receipt Point under such Rate Schedule LRS, to service to a maximum of such Eligible LRS-2 Volumes for the Coleman Receipt Point under such Rate Schedule LRS-2 and to Service to Customer under Rate Schedule LRS-3 to a maximum of such Customer’s LRS-3 Contract Demand for such Receipt Point under such Rate Schedule LRS-3;
- (ii) secondly to service to Customer under Rate Schedule FT-R to a maximum of such Customer’s Receipt Contract Demand for such Receipt Point under such Rate Schedule FT-R;
- (iii) thirdly to service to Customer under Rate Schedule FT-RN to a maximum of such Customer’s Receipt Contract Demand for such Receipt Point under Rate Schedule FT-RN; and

- (iv) fourthly to service to Customer under Rate Schedule IT-R at such Receipt Point. If Customer is not entitled to service under Rate Schedule IT-R at such Receipt Point, gas shall be allocated as Over-Run Gas and charged in accordance with paragraph 4.3.

5.0 AVAILABILITY OF NEW SERVICE

New Service under Rate Schedule LRS shall be made available to Customer receiving Service under this Rate Schedule LRS providing the following conditions are met:

- (i) the Receipt Point location is south of Township 34 west of the 4th meridian and is east of range 29 west of the 4th meridian or is the East Calgary Receipt Point No. 2007;
- (ii) if a new Receipt Point or if new Facilities are required at an existing Receipt Point, Customer has provided a capital contribution equal in amount to the capital costs associated with the installation or construction of any new Facilities;
- (iii) gas received from Customer is for ultimate delivery to the Empress Border and/or McNeill Border Export Delivery Points;
- (iv) Customer has signed a precedent agreement with Palliser Pipeline Inc. prior to December 12, 1996 (the “Palliser Precedent Agreement”) requiring firm Service for the transportation of natural gas within Alberta; and
- (v) the aggregate of Customer’s Service under this Rate Schedule LRS shall not exceed the initial volumes and term set out in such Customer’s Palliser

Precedent Agreement and any additional volumes acquired by Customer pursuant to paragraph 12 of this Rate Schedule.

6.0 TERM OF SERVICE AGREEMENT

- 6.1** The term of a Service Agreement under Rate Schedule LRS shall expire on the date which is the latest Service Termination Date of Customer's LRS Receipt Point Obligations under such Service Agreement.
- 6.2** The initial term of an LRS Receipt Point Obligation in respect of any Customer Receipt Point identified in Appendix "1" shall be the period equal to the term set out in Customer's Palliser Precedent Agreement.
- 6.3** The term of an LRS Receipt Point Obligation in respect of any Customer Receipt Point, where new Service is obtained in accordance with the provisions of article 5.0 of this Rate Schedule, shall be a period equal to the term specified by Customer, provided that the minimum term that can be specified is one (1) year, (expressed in whole years) and provided that the Service Termination Date is no later than December 31, 2017.

7.0 CAPACITY RELEASE

- 7.1** If Customer desires a reduction of Customer's LRS Contract Demand for all or any portion of its Service under a Schedule of Service under Rate Schedule LRS Customer shall notify Company of its request for such reduction specifying the particular Receipt Point, Schedule of Service and the LRS Contract Demand available to any other Person qualifying for Service under Rate Schedule LRS. Company assumes no obligation to find such Person to assume the LRS Contract Demand that Customer proposes to make available. If after notice is given to Company a Person qualifying for Service under Rate

Schedule LRS is found who agrees to assume the LRS Contract Demand Customer proposes to make available, Company may reduce Customer's LRS Contract Demand under such Schedule of Service, on terms and conditions satisfactory to Company, by an amount equal to the LRS Contract Demand specified in a Schedule of Service, executed by Company and such Person. Notwithstanding such reduction, Customer shall at Company's sole option pay to Company within the time determined by Company an amount equal to the net book value of such Facilities in the event Company retires any Facilities required to provide such Service adjusted for all costs and expenses associated with such retirement.

8.0 RELIEF FOR MAINLINE RESTRICTIONS

8.1 Company may grant relief to a Customer entitled to Service under Rate Schedule LRS, in accordance with the Terms and Conditions Respecting Relief for Mainline Capacity Restrictions in Appendix "B" of the Tariff.

9.0 TRANSFER OF SERVICE BETWEEN RECEIPT POINTS

9.1 If Customer desires to transfer all or any portion of any Service under Rate Schedule LRS from one Receipt Point to another Receipt Point, Customer shall notify Company of its request for such transfer specifying the particular Receipt Points and the Service that Customer wishes to transfer.

9.2 Company shall not be required to permit the transfer requested in paragraph 9.1 if:

- (i) the transferred-to Receipt Point location is north of Township 33 west of the 4th meridian and west of range 28 west of the 4th meridian except for the East Calgary Receipt Point No. 2007; or

- (ii) Company is required to install or construct Facilities at a new Receipt Point to provide the Service requested unless Customer provides a capital contribution equal in amount to the capital costs associated with the installation or construction of new Facilities.

10.0 TITLE TRANSFERS

- 10.1** A Customer entitled to receive Service under Rate Schedule LRS may transfer all or a portion of Customer's Inventory to another Customer or may accept a transfer of all or a portion of Customer's Inventory from another Customer provided such Customer is entitled to receive service under any Rate Schedule that permits title transfers and such title transfer is in accordance with the Terms and Conditions of Service Respecting Title Transfers in Appendix "C" of the Tariff.

11.0 ASSIGNMENTS

- 11.1** Customer shall not be permitted to assign any Service Agreements or Schedule of Service pertaining to a LRS Contract Demand at a Receipt Point identified in Appendix "1" of this Rate Schedule unless such assignment is to an affiliate (as defined in the *Business Corporation Act*, (Alberta) S.A. 1981, c. B-15 as amended from time to time) or to another Customer entitled to receive Service under Rate Schedule LRS.

12.0 RENEWAL OF SERVICE

- 12.1** Provided the Customer shall have given Company notice advising Company that Customer desires to renew the term of all or a portion of any Service provided to Customer under this Rate Schedule LRS at least one (1) year prior to the expiry of the current term for which Company has agreed to provide such Service, Customer shall be

entitled to renew such Service on a one time basis only for an additional term, which additional term:

- (i) shall not exceed the initial term;
- (ii) when added to the initial term shall not exceed twenty (20) years; and
- (iii) shall not have a Service Termination Date later than December 31, 2017.

13.0 APPLICATION FOR SERVICE

13.1 Applications for Service under Rate Schedule LRS shall be in such form as Company may prescribe from time to time.

14.0 GENERAL TERMS AND CONDITIONS

14.1 The General Terms and Conditions of the Tariff and the provisions of any Service Agreement for Service under Rate Schedule LRS are applicable to Rate Schedule LRS to the extent that such terms and conditions and provisions are not inconsistent with this Rate Schedule.

APPENDIX 1 TO RATE SCHEDULE LRS

RECEIPT POINT	STATION NUMBER
Alderson	1075
Atlee Buffalo East	1116
Atlee Buffalo South	1098
Atusis Creek	1792
Atusis Creek East	1792
Badger East	1275
Bantry NE	1296
Bantry North	1122
Bantry NW	1181
Bassano South	1330
Bassano South #2	1794
Berry-Carolside	1085
Berry Creek East	1136
Bowell South	1318
Bowmanton	1216
Carbon	1170
Cassils	1315
Cavalier	1737
Cessford Burfield West	1027
Cessford West	1012
Countess	1028
Countess South	1155
Countess South #2	2296
Countess West	1287
Countess Makepeace	1015
East Calgary	2007
Gatine	1623
Gayford	1358
Gem South	1435
Gem West	1490
Gleichen	1480
Hilda West	1402
Hussar Chancellor	1016
Iddlesleigh South	1277
Jenner West	1099
Lake Newell East	1210
Lonesome Lake	1768
Louisiana Lake	1366
Makepeace North	1419
Makepeace South	1419
Matzhiwin South	1379
Matzhiwin West	1150
Medicine Hat East	1186
Medicine Hat South #2	1043
Nightingale	1747

APPENDIX 1 TO RATE SCHEDULE LRS (continued)

Patricia West	1289
Princess South	1327
Princess West	1183
Rainier South	1378
Rainier SW	1380
Rosemary	1466
Rosemary North	1461
Schuler	1263
Standard	1534
Stanmore South	1156
Suffield	1202
Suffield East	1200
Suffield West	1423
Tide Lake	1348
Trochu	1574
Twelve Mile Coulee	1699
Vale	154
Vale East	1212
Verger	1056
Verger-Millicent	1203
Vulcan	1076
Wayne-Dalum	1039
Wayne-Rosebud	1107
Wintering Hills	1070

**SERVICE AGREEMENT
RATE SCHEDULE LRS**

BETWEEN:

NOVA Gas Transmission Ltd., a body corporate having an office in
Calgary, Alberta (“Company”)

- and -

•, a body corporate having an office in •, • (“Customer”)

IN CONSIDERATION of the premises and the covenants and agreements herein contained, the parties covenant and agree as follows:

1. Customer acknowledges receipt of a current copy of the Tariff.
2. The capitalized terms used in this Service Agreement have the meanings attributed to them in the General Terms and Conditions of the Tariff, unless otherwise defined.
3. Customer requests and Company agrees to provide Service pursuant to Rate Schedule LRS in accordance with the attached Schedules of Service. The Service will commence on the Billing Commencement Date and will terminate, subject to the provisions of this Service Agreement, on the Service Termination Date.
4. Customer agrees to pay to Company each Billing Month, for all Service rendered under this Service Agreement, an amount equal to the aggregate charges for Service described in Rate Schedule LRS.

5. Customer shall:
- (a) provide such assurances and information as Company may reasonably require respecting any Service to be provided pursuant to Rate Schedule LRS including, without limiting the generality of the foregoing, an assurance that necessary arrangements have been made among Customer, producers of gas for Customer, purchasers of gas from Customer and any other Person relating to such Service, including all gas purchase, gas sale, operating, processing and common stream arrangements;
 - (b) at Company's request provide Company with an assurance that Customer has provided the Person operating facilities upstream of any Receipt Point in respect of which Customer has the right to receive Service with all authorizations necessary to enable such Person to provide Company with all data and information reasonably requested by Company for the purpose of allocating volumes of gas received by Company among Company's Customers and to bind Customer in respect of all such data and information provided; and
 - (c) represent and demonstrate on a monthly basis that volumes moved under this service were delivered to either the Empress Border or McNeill Border Export Delivery Points. Should Customer not demonstrate as required, or should the demonstration be inadequate or found to be invalid, the resulting credit will not apply for the subject volumes and associated contract demands.

If Customer fails to provide such assurances and information forthwith following request by Company, from time to time, Company may at its option, to be exercised by notice to Customer, suspend the Service to which such assurances and information relate until such time as Customer provides the assurances and information requested, provided however that any such suspension of Service shall not relieve Customer from any obligation to pay any rate, toll, charge or other amount payable to Company.

6. Customer acknowledges that the Facilities have been designed based on certain assumptions and forecasts described each year in Company's Annual Plan, and that interruption and curtailment of Service may occur if the aggregate gas volume actually received or the aggregate gas volume actually delivered at the Facilities is different than forecast.

7. Every notice, request, demand, statement, bid or bill (for the purpose of this paragraph, collectively referred to as "Notice") provided for in Rate Schedule LRS, this Service Agreement and the General Terms and Conditions, or any other Notice which either Company or Customer may desire to give to the other, shall be in writing and each of them and every payment provided for shall be directed to the Person to whom given, made or delivered at such Person's address as follows:

Customer:

•

•

•

Attention: •

Fax: •

Company:

-
-
-

Attention: Customer Account Representative

Fax: •

Notice may be given by fax or other telecommunication 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) business days after mailing, Saturdays, Sundays and statutory holidays excepted. In the event of disruption of regular mail, every payment not made electronically shall be personally delivered, and any other Notice shall be given by one of the other stated means.

Any Notice for the matters listed in the Notice Schedule for Electronic Commerce in Appendix "F" of the Tariff shall be given via EBB. Company shall not accept or provide any such Notice for those matters listed in Appendix "F" via any other alternative means, unless the EBB is inoperative or Customer is unable to establish connection with the EBB, in which case Notice shall be given by any other alternative means set out herein. Any Notice given by the EBB shall be deemed to be given one (1) hour after transmission.

Any Notice may also be given by telephone followed immediately by EBB, fax, personal delivery, courier or prepaid mail, and any Notice so given shall be deemed to have been given as of the date and time of the telephone notice.

8. The terms and conditions of Rate Schedule LRS, the General Terms and Conditions and Schedule of Service under Rate Schedule LRS are by this reference incorporated into and made a part of this Service Agreement.

IN WITNESS WHEREOF the parties have executed this Service Agreement by their proper signing officers duly authorized in that behalf all as of the • day of , • •.

•

Per: _____

Per: _____

NOVA Gas Transmission Ltd.

Per : _____

Per : _____

**SCHEDULE OF SERVICE
RATE SCHEDULE LRS**

CUSTOMER: •

Schedule of Service Number	Receipt Point Number and Name	Legal Description	Maximum Receipt Pressure kPa	Service Termination Date	LRS Contract Demand 10 ³ m ³ /d	LRS Term	Additional Conditions
•	•	•	•	•	•	•	•

THIS SCHEDULE FORMS PART OF THE SERVICE AGREEMENT DATED • AND SHALL BE DEEMED TO BE ATTACHED THERETO.

•
Per: _____ NOVA Gas Transmission Ltd.
Per : _____

Per: _____ Per : _____

RATE SCHEDULE LRS-2
LOAD RETENTION SERVICE - 2

1.0 DEFINITIONS

1.1 The capitalized terms used in this Rate Schedule have the meanings attributed to them in the General Terms and Conditions of the Tariff unless otherwise defined in this Rate Schedule.

2.0 SERVICE DESCRIPTION AND AVAILABILITY

2.1 Subject to the stated terms and conditions, service under Rate Schedule LRS-2 shall mean:

- (i) the daily receipt of gas from LRS-2 Customer at the Coleman receipt point located at SW-1/4-12-08-05-W5M (the "Coleman Receipt Point");
- (ii) the daily transportation of such gas through the Facilities; and
- (iii) the daily delivery of such gas to LRS-2 Customer at the Alberta-British Columbia export delivery point located at LSD-12-08-05-W5M (the "A/BC Export Delivery Point").

Subparagraphs (i), (ii) and (iii) are collectively referred to as the "Service".

2.2 The Service is available to Northstar Energy Corporation and assignees of it (the "LRS-2 Customer") provided the assignment complies with article 9.0. It is a condition of Service that LRS-2 Customer has executed a Service Agreement and Schedule of Service under Rate Schedule LRS-2. A standard form Service Agreement for Service under this Rate Schedule LRS-2 is attached.

3.0 SERVICE ENTITLEMENT

3.1 Company shall provide LRS-2 Customer with gas transportation service up to:

- (i) $1127 \text{ } 10^3 \text{ m}^3/\text{d}$ (40 MMcf/d) from date of commencement of Service under Rate Schedule LRS-2 to December 31, 1999;
- (ii) $1550 \text{ } 10^3 \text{ m}^3/\text{d}$ (55 MMcf/d) from January 1, 2000 to December 31, 2000;
- (iii) $2113 \text{ } 10^3 \text{ m}^3/\text{d}$ (75 MMcf/d) from January 1, 2001 to December 31, 2001;
and
- (iv) $2817 \text{ } 10^3 \text{ m}^3/\text{d}$ (100 MMcf/d) from January 1, 2002 to October 31, 2013.

The amount identified in each of the subparagraphs (i) through (iv) shall, for the applicable period, be referred to as the "Maximum Eligible LRS-2 Volume".

3.2 LRS-2 Customer shall be entitled to increase its then current entitlement to LRS-2 from time to time by giving Company four (4) months prior written notice of the desired increase, provided that any such increase shall not result at any time in the LRS-2 Customer's entitlement to Service under Rate Schedule LRS-2 exceeding the Maximum Eligible LRS-2 Volume in effect at the end of such four (4) month notice period. LRS-2 Customer's entitlement to Service under Rate Schedule LRS-2, at any point in time, determined in accordance with this paragraph 3.2, shall be referred to as "Service Entitlement". LRS-2 Customer's initial Service Entitlement shall be $1127 \text{ } 10^3 \text{ m}^3/\text{d}$ (40 MMcf/d), and LRS-2 Customer's Service Entitlement shall never be less than be $1127 \text{ } 10^3 \text{ m}^3/\text{d}$ (40 MMcf/d).

4.0 CHARGE FOR SERVICE

4.1 Determination of Monthly Charge

LRS-2 Customer will be charged and shall pay a monthly amount (the "Monthly Charge") for a Billing Month equal to the sum for all days of such month of the following amounts:

- (i) the daily equivalent of the FT-R Demand Rate at the Coleman Receipt Point multiplied by Price Point "A" (as defined in Rate Schedule FT-R) multiplied by the Service Entitlement for the day in the Billing Month; and
- (ii) the daily volumetric equivalent of the FT-D Demand Rate at the A/BC Export Delivery Point multiplied by the Service Entitlement for the day in the Billing Month.

4.2 Determination of the LRS-2 Adjustment

The LRS-2 Adjustment for a Billing Month shall be equal to the Monthly Charge for such Billing Month less \$50,000. The LRS-2 Adjustment shall then be applied against LRS-2 Customer's invoice issued in the second month following the Billing Month.

4.3 Determination of Eligible LRS-2 Volume

4.3.1 Officer's Certificate

LRS-2 Customer shall provide Company with a valid officer's certificate setting out the Eligible LRS-2 Volume for each day in a Billing Month, in such form as Company may prescribe from time to time (the "Officer's Certificate") on or before the last day of the month following the Billing Month, for purposes of determining the Eligible LRS-2

Volume.

4.3.2 Eligible LRS-2 Volume

The volume of gas eligible for Service under this Rate Schedule LRS-2 (the "Eligible LRS-2 Volume") for each day, as set forth in the Officer's Certificate, shall be equal to the lesser of:

- (i) the actual volume of gas received by Company from LRS-2 Customer at the Coleman Receipt Point on each day in a Billing Month up to the Service Entitlement; and
- (ii) the actual volumetric equivalent of LRS-2 Customer's allocation of gas to be delivered to the A/BC Export Delivery Point for Service under Rate Schedule LRS-2 on such day up to the Service Entitlement.

In the event that LRS-2 Customer fails to provide Company with an Officer's Certificate as provided herein, the Eligible LRS-2 Volume shall be deemed to be zero.

4.4 Allocation of Gas

4.4.1 Allocation of Gas Received

Notwithstanding any other provision of Rate Schedule LRS-2, any Service Agreement or the General Terms and Conditions of the Tariff, and without regard to how gas may have been nominated, the aggregate daily volume of gas received from LRS-2 Customer at the Coleman Receipt Point shall be allocated for billing purposes as follows:

- (i) first to Service to LRS-2 Customer under Rate Schedule LRS-2, to a maximum of Eligible LRS-2 Volumes for the Coleman Receipt Point under Rate Schedule LRS-2;

- (ii) secondly to service to LRS-2 Customer under Rate Schedule FT-R to a maximum of such Customer's Receipt Contract Demand for such Coleman Receipt Point under such Rate Schedule FT-R;
- (iii) thirdly to service to LRS-2 Customer under Rate Schedule FT-RN to a maximum of such Customer's Receipt Contract Demand for such Coleman Receipt Point under Rate Schedule FT-RN; and
- (iv) fourthly to service to LRS-2 Customer under Rate Schedule IT-R for such Coleman Receipt Point. If LRS-2 Customer is not entitled to service under Rate Schedule IT-R at such Coleman Receipt Point, LRS-2 Customer shall be deemed to have been entitled to such service for the purposes of this subparagraph 4.4.1 (iii) and shall pay to Company an amount determined under article 4.0 of Rate Schedule IT-R for the volumes allocated under this subparagraph 4.4.1 (iii).

4.4.2 Allocation of Gas Delivered

Notwithstanding any other provision of Rate Schedule LRS-2, any Service Agreement or the General Terms and Conditions of the Tariff, and without regard to how gas may have been nominated, the aggregate daily quantity of gas delivered to LRS-2 Customer at the A/BC Export Delivery Point shall be allocated for billing purposes as follows:

- (i) first to Service to LRS-2 Customer under Rate Schedule LRS-2 to a maximum of Eligible LRS-2 Volumes for the A/BC Export Delivery Point under such Rate Schedule LRS-2;
- (ii) secondly to service to LRS-2 Customer under Rate Schedule FT-DW and Rate Schedule STFT to a maximum of such Customer's allocated FT-DW

Capacity and STFT Capacity for such A/BC Export Delivery Point under each such Rate Schedule FT-DW and Rate Schedule STFT;

- (iii) thirdly to service to LRS-2 Customer under Rate Schedule FT-D to a maximum of such Customer's Export Delivery Contract demand for such A/BC Export Delivery Point under such Rate Schedule FT-D; and
- (iv) fourthly to service to LRS-2 Customer under Rate Schedule IT-D for such A/BC Export Delivery Point. If LRS-2 Customer is not entitled to service under Rate Schedule IT-D at such A/BC Export Delivery Point, LRS-2 Customer shall be deemed to have been entitled to such service for the purposes of this subparagraph 4.4.2 (iv) and shall pay to Company an amount determined under article 4.0 of Rate Schedule IT-D for the quantities allocated under this subparagraph 4.4.2 (iv).

5.0 TERM OF SERVICE AGREEMENT

- 5.1** The term of the Service Agreement under Rate Schedule LRS-2 shall commence on the effective date of the Board's Order approving Service under Rate Schedule LRS-2 and shall expire on October 31, 2013, provided however nothing herein shall relieve LRS-2 Customer or Company from any obligation which arose or accrued on or prior to October 31, 2013; and further provided that the LRS-2 Adjustments for the last two Billing Months of the Service Agreement under Rate Schedule LRS-2 shall be paid by the Company to LRS-2 Customer on or before December 31, 2013.

6.0 TRANSFER OF LRS-2 SERVICE

6.1 LRS-2 Customer shall not be entitled to transfer all or any portion of Service under Rate Schedule LRS-2 to any other Receipt Point or Delivery Point. LRS-2 Customer shall not be entitled to convert Service under Rate Schedule LRS-2 to any other service under any other Rate Schedule.

7.0 TERM SWAP OF LRS-2 SERVICE

7.1 LRS-2 Customer entitled to receive Service under Rate Schedule LRS-2 shall not be entitled to swap the Service Termination Date of any Schedules of Service under Rate Schedule LRS-2 with the Service Termination Date under any Schedule of Service.

8.0 TITLE TRANSFERS

8.1 LRS-2 Customer shall not be entitled to transfer or accept a transfer of Customer's Inventory to or from any other Customer.

9.0 ASSIGNMENTS

9.1 LRS-2 Customer shall only be permitted to assign Service under Rate Schedule LRS-2 under the following conditions:

- (i) such assignment is to an affiliate as defined by the *Business Corporations Act*, (Alberta) S.A. 1981, c.B-15 as amended from time to time; or
- (ii) in the event that LRS-2 Customer divests all or a portion of its interest in the Coleman gas plant or the reserves which supply such plant, then LRS-2 Customer shall be entitled to assign all or any portion of its Service under Rate Schedule LRS-2 to the party acquiring such interest provided however;

- (a) such assignment does not increase Company's administrative costs related to the provision of Service under Rate Schedule LRS-2 as determined by Company acting reasonably; and
- (b) Company shall only be required to deal with one (1) party with respect to any matter regarding the Service under Rate Schedule LRS-2.

10.0 RENEWAL OF SERVICE

10.1 LRS-2 Customer shall not be entitled to renew Service under Rate Schedule LRS-2.

11.0 GAS USED

11.1 In respect of quantities that are transported utilizing Service under Rate Schedule LRS-2, LRS-2 Customer shall not be charged for nor shall any deduction be made for that portion of Gas Used which is attributable to gas used for compression. In respect of quantities that are transported utilizing Service under Rate Schedule LRS-2, Company shall also not charge LRS-2 Customer nor shall it make any deduction for that portion of Gas Used which is attributable to gas used for heating and pipeline losses until Company's systems are capable of separating Gas Used into the following components:

- (i) gas used for compression;
- (ii) gas used for heating; and
- (iii) pipeline losses.

12.0 AUDIT RIGHTS

12.1 Company shall be entitled to audit, at its sole discretion and expense, at any time it determines necessary, any and all documents related to any Officer's Certificate and the contents thereof, in order to verify the accuracy of such Officer's Certificate, provided that any such audit shall be carried out within 24 months of the month to which such

Officer's Certificate relates.

13.0 PRIORITY DURING INTERRUPTIONS

13.1 For the purposes of paragraph 11.4 of the General Terms and Conditions of the Tariff, Service under Rate Schedule LRS-2 shall have equal priority to service under Rate Schedule FT-R, FT-RN, FT-P, FT-A, FT-X, STFT, LRS, LRS-3, FT-D, and FT-DW as the case may be.

14.0 GENERAL TERMS AND CONDITIONS

14.1 The General Terms and Conditions of the Tariff and the provisions of any Service Agreement for Service under Rate Schedule LRS-2 are applicable to Rate Schedule LRS-2 to the extent that such terms and conditions and provisions are not inconsistent with Rate Schedule LRS-2.

**SERVICE AGREEMENT
RATE SCHEDULE LRS-2**

BETWEEN:

NOVA Gas Transmission Ltd., a body corporate having an office in Calgary,
Alberta (“Company”)

- and -

•, a body corporate having an office in •, • (“Customer”)

IN CONSIDERATION of the premises and the covenants and agreements herein contained, the parties covenant and agree as follows:

1. Customer acknowledges receipt of a current copy of the Tariff.
2. The capitalized terms used in this Service Agreement have the meanings attributed to them in the General Terms and Conditions of the Tariff, unless otherwise defined in this Service Agreement.
3. Customer requests and Company agrees to provide Service pursuant to Rate Schedule LRS-2 in accordance with the attached Schedules of Service. The Service will commence on the effective date of the Board's Order approving Service under Rate Schedule LRS-2 and will terminate, subject to the provisions of this Service Agreement,

on the Service Termination Date.

4. Customer agrees to pay to Company each Billing Month, for all Service rendered under this Service Agreement, an amount equal to the aggregate charges for Service described in Rate Schedule LRS-2.

5. Customer shall:
 - (a) provide such assurances and information as Company may reasonably require respecting any Service to be provided pursuant to Rate Schedule LRS-2 including, without limiting the generality of the foregoing, an assurance that necessary arrangements have been made among Customer, producers of gas for Customer, purchasers of gas from Customer and any other Person relating to such Service, including all gas purchase, gas sale, operating, processing and common stream arrangements; and

 - (b) at Company's request provide Company with an assurance that Customer has provided the Person operating facilities upstream of any Receipt Point or downstream of any Delivery Point in respect of which Customer has the right to receive service with all authorizations necessary to enable such Person to provide Company with all data and information reasonably requested by Company for the purpose of allocating quantities of gas received or delivered by Company among Company's Customers and to bind Customer in respect of all such data and information provided; and

 - (c) provide the Officer's Certificate as defined in 4.3.1 of Rate Schedule LRS-2.
If Customer fails to provide such assurances and information forthwith following request by Company, from time to time, Company may at its option, to be exercised by notice to Customer, suspend the Service to which such assurances and information relate until such time as Customer provides the assurances and information requested, provided however that any such suspension of Service

shall not relieve Customer from any obligation to pay any rate, toll, charge or other amount payable to Company.

6. Customer acknowledges that the Facilities have been designed based on certain assumptions and forecasts described each year in Company's Annual Plan, and that interruption and curtailment of Service may occur if the aggregate gas quantity actually received or the aggregate gas quantity actually delivered at the Facilities is different than forecast..

7. Every notice, request, demand, statement, bid or bill (for the purpose of this paragraph, collectively referred to as "Notice") provided for in Rate Schedule LRS-2, this Service Agreement and the General Terms and Conditions, or any other Notice which either Company or Customer may desire to give to the other, shall be in writing and each of them and every payment provided for shall be directed to the Person to whom given, made or delivered at such Person's address as follows:

Customer:

-
-
-

Attention: •

Fax: •

Company:

-
-
-

Attention: Customer Account Representative

Fax: •

Notice may be given by fax or other telecommunication 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) business days after mailing, Saturdays, Sundays and statutory holidays excepted. In the event of disruption of regular mail, every payment not made electronically shall be personally delivered, and any other Notice shall be given by one of the other stated means.

Any Notice for the matters listed in the Notice Schedule for Electronic Commerce in Appendix “F” of the Tariff shall be given via EBB. Company shall not accept or provide any such Notice for those matters listed in Appendix “F” via any other alternative means, unless the EBB is inoperative or Customer is unable to establish connection with the EBB, in which case Notice shall be given by any other alternative means set out herein. Any Notice given by the EBB shall be deemed to be given one (1) hour after transmission.

Any Notice may also be given by telephone followed immediately by EBB, fax, personal delivery, courier or prepaid mail, and any Notice so given shall be deemed to have been given as of the date and time of the telephone notice.

8. The terms and conditions of Rate Schedule LRS-2, the General Terms and Conditions and Schedule of Service under Rate Schedule LRS-2 are by this reference incorporated into and made a part of this Service Agreement.

IN WITNESS WHEREOF the parties have executed this Service Agreement by their proper signing officers duly authorized in that behalf all as of the • day of •, •.

•

NOVA Gas Transmission Ltd.

Per: _____

Per : _____

Per: _____

Per : _____

**SCHEDULE OF SERVICE
RATE SCHEDULE LRS-2**

CUSTOMER: •

Schedule of Service Number	Receipt Point Number and Name Export Delivery Point Number and Name	Legal Descriptions	Maximum Receipt / Export Delivery Pressures kPa	Service Termination Date	LRS-2 Contract Demand 10 ³ m ³ /d	Additional Conditions
•	2003 Coleman	SW-12-008-05-W5	6205	October 31, 2013	•	•
	2001 Alberta - BC Border	09-11-008-05-W5	6205			

THIS SCHEDULE FORMS PART OF THE SERVICE AGREEMENT DATED • AND SHALL BE DEEMED TO BE ATTACHED THERETO.

•
Per: _____ NOVA Gas Transmission Ltd.
Per : _____

Per: _____ Per : _____

RATE SCHEDULE LRS-3
LOAD RETENTION SERVICE – 3

1.0 DEFINITIONS

1.1 The capitalized terms used in this Rate Schedule have the meanings attributed to them in the General Terms and Conditions of the Tariff unless otherwise defined in this Rate Schedule.

2.0 SERVICE DESCRIPTION

2.1 Subject to the stated terms and conditions, service under Rate Schedule LRS-3 shall mean:

- (i) the receipt of gas from Customer at Customer's Receipt Points as identified in Appendix “1” of this Rate Schedule and any new Receipt Points made available in accordance with Article 5.0 (the “LRS-3 Receipt Points”); and
- (ii) the delivery of gas to the Empress Border Export Delivery Point.

2.2 Subparagraphs (i) and (ii) are collectively referred to as the “Service” which includes transportation of gas that Company determines necessary to provide services under the Tariff.

2.3 A standard form Service Agreement for Service under this Rate Schedule LRS-3 is attached.

3.0 AVAILABILITY

3.1 Service is available to Petro-Canada Oil and Gas, a general partnership (“Petro-Canada”) and any assignees thereof in accordance with Article 11.0. It is a condition of Service that Customers have or are deemed to have executed a Service Agreement and Schedule of Service under Rate Schedule LRS-3. The aggregate LRS-3 Contract Demand shall not exceed 1410.0 10³m³/d (50 MMcf/d).

3.2 New LRS-3 Receipt Points or additional Facilities required at existing Receipt Points for Service under Rate Schedule LRS-3 shall be made available in accordance with the provisions of Article 5.0.

4.0 CHARGE FOR SERVICE**4.1 Aggregate of Customer's Monthly Receipt Demand Charge**

The aggregate of Customer’s monthly receipt demand charges for a Billing Month for Service under Rate Schedule LRS-3 at Customer’s LRS-3 Receipt Points shall be equal to the sum of the monthly receipt demand charges for each of Customer’s Schedules of Service under Rate Schedule LRS-3, determined as follows:

$$\text{MDC} = \sum (F \times P) \left(A \times \frac{B}{C} \right)$$

Where:

“MDC” = the aggregate of the receipt demand charges applicable to such Schedule of Service for such Billing Month;

- “F” = the FT-R Demand Rate applicable to such Schedule of Service;
- “P” = the applicable Price Point in such Schedule of Service (as defined in Rate Schedule FT-R);
- “A” = each LRS-3 Contract Demand in effect for all or a portion of such Billing Month as set out in such Schedule of Service;
- “B” = the number of days in such Billing Month that Customer was entitled to such LRS-3 Contract Demand under such Schedule of Service; and
- “C” = the number of days in such Billing Month.

4.2 Determination of LRS-3 Billing Adjustment

Customer’s monthly billing adjustment for a Billing Month for Service under Rate Schedule LRS-3 (the “LRS-3 Billing Adjustment”) shall be calculated as follows:

- (i) determine the Eligible LRS-3 Contract Demand as described in subparagraph 4.2.1;
- (ii) determine the amount that should be charged in respect of Service under Rate Schedule LRS-3 by applying the LRS-3 Rate to the Eligible LRS-3 Contract Demand as described in subparagraph 4.2.2;
- (iii) determine the amount that has been charged in respect of the Eligible LRS-3 Contract Demand using the applicable FT-R Demand Rates and the volumetric equivalent of the FT-D Demand Rate as described in subparagraph 4.2.3;

- (iv) during the Initial LRS-3 Term, determine the amount that should be adjusted in respect of charges for Service under Rate Schedule IT-R and Over-run Gas at the LRS-3 Receipt Points as described in subparagraph 4.2.4; and
- (v) determine the LRS-3 Billing Adjustment that will be applied to Customer's invoice, as described in subparagraph 4.2.5.

4.2.1. Determination of Eligible LRS-3 Contract Demand

Eligible LRS-3 contract demand for each LRS-3 Receipt Point (the "Eligible LRS-3 Contract Demand") shall be determined by Company as follows:

$$ECD = \frac{\left(EV \times \frac{AV}{AAV} \right)}{E}$$

Where:

- "ECD" = the Eligible LRS-3 Contract Demand for such LRS-3 Receipt Point;
- "EV" = the Eligible LRS-3 Volume as defined below in this paragraph;
- "DV" = the Deemed LRS-3 Volume as defined below in this paragraph;
- "ADV" = the aggregate of Deemed LRS-3 Volume for all LRS-3 Receipt Points;
and
- "E" = the number of days in the month preceding such Billing Month.

The eligible LRS-3 volume for Service under Rate Schedule LRS-3 for such Billing Month (the “Eligible LRS-3 Volume”) shall be the lesser of:

- (i) the aggregate actual volume of gas delivered by Company for Customer under all Schedules of Service for Service under all Rate Schedules at the Empress Border Export Delivery Point for the month preceding such Billing Month;
- (ii) the aggregate of Customer’s LRS-3 Contract Demand in effect for the month preceding such Billing Month multiplied by the number of days in the month preceding such Billing Month that Customer was entitled to such Service under Rate Schedule LRS-3 at each of Customer’s LRS-3 Receipt Point (the “Available LRS-3 Volumes”); and
- (iii) the aggregate of the volume of gas deemed to be received by Company for Customer for Service under Rate Schedule LRS-3 for the month preceding such Billing Month that shall be equal to the sum of the deemed LRS-3 volume of gas at each of Customer's LRS-3 Receipt Points (the “Deemed LRS-3 Volume”), determined by Company as follows:

$$DV = AV + (IT \times C)$$

Where:

“DV” = the Deemed LRS-3 Volume applicable to such LRS-3 Receipt Point;

“AV” = the actual volume of gas received by Company for Customer under Schedules of Service for Service under Rate Schedule LRS-3 at such LRS-3 Receipt Point (the “Actual LRS-3 Volume”); and

- “IT” = during the Initial LRS-3 Term, the aggregate volume of gas received by Company for Customer for Service under Rate Schedule IT-R plus Over-run Gas at all of Customer’s LRS-3 Receipt Points which is deemed to be re-allocated to Service under Rate Schedule LRS-3 as determined by Company shall be the lesser of:
- a) the aggregate Available LRS-3 Volume for such LRS-3 Receipt Point less the aggregate Actual LRS-3 Volume for all of Customer’s LRS-3 Receipt Points (the “Unutilized LRS-3 Volume”); and
 - b) the aggregate of actual volume of gas received by Company for Customer for Service under Rate Schedule IT-R and Over-run Gas as allocated by Company to Customer at all of Customer’s LRS-3 Receipt Points; and
- “C” = the percentage of IT to be re-allocated to such LRS-3 Receipt Point on a pro-rata basis, based on Unutilized LRS-3 Volume.

During the Secondary LRS-3 Term, IT shall be deemed to be zero.

4.2.2. Determination of Amounts To Be Charged in respect of Eligible LRS-3 Contract Demand

The amount to be paid for Service under Rate Schedule LRS-3 (the “LRS-3 Charge”) will be the product of the LRS-3 Demand Rate and the aggregate Eligible LRS-3 Contract Demand.

4.2.3. Determination of Customer's Monthly Charge in respect of the Eligible LRS-3 Contract Demands using the FT-R Demand Rate(s) and the FT-D Demand Rate

Company will calculate an amount that is deemed to be the amount charged in the month preceding the Billing Month with respect to the Eligible LRS-3 Contract Demand determined in subparagraph 4.2.1. Such deemed amount shall be the sum of:

- (i) for all of Customer's LRS-3 Receipt Points, the aggregate of the product of the FT-R Demand Rate, the applicable Price Point and the Eligible LRS-3 Contract Demand for each LRS-3 Receipt Point (the "LRS-3 Receipt Demand Charge"); and
- (ii) the volumetric equivalent of the FT-D Demand Rate multiplied by the aggregate Eligible LRS-3 Contract Demand (the "LRS-3 Delivery Demand Charge").

4.2.4. Determination of Adjustments with respect to IT-R and Over-run Gas Charges

During the Initial LRS-3 Term, Company will determine a monthly commodity charge adjustment for a Billing Month in respect of charges for Service under Rate Schedule IT-R and Over-run Gas at the LRS-3 Receipt Points, determined as follows:

$$MA = A - [(B - C) \times D]$$

Where:

"MA" = the monthly commodity charge adjustment applicable to such Billing Month;

"A" = the aggregate of Customer's monthly charges for Service under Rate Schedule IT-R and the aggregate of Customer's Over-run Gas charges for all LRS-3 Receipt Points for the month preceding such Billing Month;

“B” = the aggregate of the actual volume of gas received by Company for Customer for Service under Rate Schedule IT-R and Over-run Gas as allocated by Company to Customer at all of Customer’s LRS-3 Receipt Points for the month preceding such Billing Month;

“C” = IT as defined in subparagraph 4.2.1; and

“D” = the IT-R Rate at Bowmanton Receipt Point No. 1216.

During the Secondary LRS-3 Term, the commodity charge adjustment shall be deemed to be zero.

4.2.5. Determination of LRS-3 Billing Adjustment

The LRS-3 Billing Adjustment will be calculated by subtracting the aggregate amounts calculated in subparagraphs 4.2.3 and 4.2.4 from the aggregate amount calculated in subparagraph 4.2.2. The LRS-3 Billing Adjustment will be refunded in the second month following such Billing Month.

If during the Initial LRS-3 Term, the LRS-3 Billing Adjustment calculated pursuant to this paragraph is determined to be a positive number, the LRS-3 Billing Adjustment will be deemed to be zero.

4.3 Aggregate of Customer’s Over-Run Gas Charges

4.3.1. The aggregate of Customer’s charges for Over-Run Gas in a Billing Month for Service under all Rate Schedules shall be equal to the sum of the monthly charges for Over-Run Gas for each Receipt Point at which Customer is entitled to Service under any Rate Schedule, determined as follows:

$$\text{MOC} = V \times Z$$

Where:

- “MOC” = the monthly charge for Over-Run Gas at such Receipt Point;
- “V” = total volume of gas allocated to Customer by Company as Over-run Gas in accordance with paragraph 4.5 for Service under all Rate Schedules at such Receipt Point for such Billing Month; and
- “Z” = the IT-R Rate at such Receipt Point.

4.3.2. The calculation of Customer’s Over-Run Gas charge in subparagraph 4.3.1 shall not take into account Customer's Inventory on the last day of the Billing Month.

4.4 Aggregate Charge For Service

Customer shall pay for each Billing Month:

- (i) the sum of the amounts calculated in accordance with paragraphs 4.1 and 4.3; less
- (ii) the sum of
 - (a) the billing credit, if any, calculated in accordance with the Terms and Conditions Respecting Relief for Mainline Capacity Restrictions in Appendix “B” of the Tariff; and
 - (b) the LRS-3 Billing Adjustment, if any, calculated in accordance with paragraph 4.2 of this Rate Schedule LRS-3.

4.5 Allocation of Gas Received

Notwithstanding any other provision of this LRS-3 Rate Schedule, any Service Agreement or General Terms and Conditions of the Tariff, and without regard to how gas may have been nominated, the aggregate volume of gas received from Customer at a Receipt Point shall be allocated for billing purposes as follows:

- (i) first to service to Customer under Rate Schedules LRS and LRS-3 to a maximum of such Customer's LRS Contract Demand for such Receipt Point under such Rate Schedule LRS and to a maximum of such Customer's LRS-3 Contract Demand for such Receipt Point under such Rate Schedule LRS-3;
- (ii) secondly to service to Customer under Rate Schedule FT-R to a maximum of such Customer's Receipt Contract Demand for such Receipt Point under such Rate Schedule FT-R;
- (iii) thirdly to service to Customer under Rate Schedule FT-RN to a maximum of such Customer's Receipt Contract Demand for such Receipt Point under Rate Schedule FT-RN; and
- (iv) fourthly to service to Customer under Rate Schedule IT-R at such Receipt Point. If Customer is not entitled to service under Rate Schedule IT-R at such Receipt Point, gas shall be allocated as Over-Run Gas and charged in accordance with paragraph 4.3.

5.0 AVAILABILITY OF NEW LRS-3 RECEIPT POINTS

New LRS-3 Receipt Points or new Facilities at existing Receipt Points required for Service under Rate Schedule LRS-3 shall be made available to Customer receiving Service under this Rate Schedule LRS-3 providing the following conditions are met:

- (i) the LRS-3 Receipt Point location is on the Company's Facilities between the Bowmanton Receipt Point No. 1216 and the Empress Border Export Delivery Point;
- (ii) Customer has provided a capital contribution equal in amount to the capital costs associated with the installation or construction of any new LRS-3 Receipt Point or any new Facilities required at an existing Receipt Point;
- (iii) gas received from Customer is for ultimate delivery to the Empress Border Export Delivery Point; and
- (iv) Customer requests a transfer of Service pursuant to Article 9.0 for LRS-3 Contract Demand applicable to the Customer's request for new LRS-3 Receipt Points or new Facilities at an existing Receipt Point.

6.0 TERM OF SERVICE AGREEMENT

6.1 Initial Term

The initial term of the Service Agreement and Schedules of Service for Service under Rate Schedule LRS-3 shall be four (4) years commencing on the Billing Commencement Date and shall terminate on the Service Termination Date (the "Initial LRS-3 Term").

6.2 Renewal of Service

Customer shall be entitled to renew all or a portion of Service under Rate Schedule LRS-3 at the end of the Initial LRS-3 Term or any time after the Initial LRS-3 Term (such renewal period here is the "Secondary LRS-3 Term") provided that:

- (i) Customer has given Company twelve (12) months prior written notice; and

- (ii) the renewal volume specified by Customer for each Schedule of Service for Service under Rate Schedule LRS-3 shall be less than or equal to LRS-3 Contract Demand for such Schedule of Service.

Any renewal of Service is subject to the Financial Assurances provisions in Article 10.0 of the General Terms and Conditions.

6.3 Irrevocable Renewal Notice

Customer's notice to renew pursuant to paragraph 6.2 shall be irrevocable twelve (12) months prior to the Service Termination Date.

6.4 Renewal Term

Customer's renewal notice shall specify a renewal term that:

- (i) shall be a minimum of one (1) year consisting of increments of whole months; and
- (ii) shall have a Termination Date no later than twenty (20) years from the Billing Commencement Date of the Initial LRS-3 Term.

6.5 Termination

Customer shall be entitled to terminate the Service Agreement in whole and not in part at the end of the Initial LRS-3 Term or any time after the Initial LRS-3 Term provided that Customer gives Company twelve (12) months prior written notice. If Customer does not provide such termination notice to Company, Customer's Service Agreement shall terminate on the latest Service Termination Date of Customer's Schedule of Service for Service under Rate Schedule LRS-3.

7.0 CAPACITY RELEASE

7.1 A Customer entitled to receive Service under Rate Schedule LRS-3 shall not be entitled to reduce Customer's LRS-3 Contract Demand for all or any portion of its Service under a Schedule of Service under Rate Schedule LRS-3.

8.0 RELIEF FOR MAINLINE RESTRICTIONS

8.1 Company may grant relief to a Customer entitled to Service under Rate Schedule LRS-3, in accordance with the Terms and Conditions Respecting Relief for Mainline Capacity Restrictions in Appendix "B" of the Tariff.

9.0 TRANSFER OF SERVICE BETWEEN RECEIPT POINTS

9.1 If Customer desires to transfer all or any portion of any Service under Rate Schedule LRS-3 from one LRS-3 Receipt Point to another LRS-3 Receipt Point, Customer shall notify Company of its request for such transfer specifying the particular LRS-3 Receipt Points and the Service that Customer wishes to transfer.

9.2 Company is under no obligation to permit the transfer requested in paragraph 9.1, but may permit such transfer provided that:

- (i) the transferred-to LRS-3 Receipt Point location is on the Company's Facilities between the Bowmanton Receipt Point No. 1216 and the Empress Border Export Delivery Point; and

- (ii) if Company is required to install or construct Facilities at the transferred-to LRS-3 Receipt Point to provide the Service requested, the installation or construction of such Facilities is in accordance with Article 5.0.

10.0 TITLE TRANSFERS

- 10.1** A Customer entitled to receive Service under Rate Schedule LRS-3 shall not be entitled to transfer or accept a transfer of Customers' inventory to or from any other Customer Account in respect of such Service under Rate Schedule LRS-3.

11.0 ASSIGNMENTS

- 11.1** Service is assignable only during the Secondary LRS-3 Term and any assignment shall be subject to Company's prior written consent, which consent will not be unreasonably withheld. The withholding of consent by Company to a proposed assignment shall be deemed to be reasonable if Company determines in its sole discretion that assignee and assignor have not agreed to be bound by the obligations and provisions of Section 8 of the Memorandum of Understanding dated February 8, 2002 between Petro-Canada and Company (the "MOU"). Petro-Canada shall not be liable to Company if assignee fails to comply with the obligations and provisions of Section 8 of the MOU.

12.0 APPLICATION FOR SERVICE

- 12.1** Applications for Service under Rate Schedule LRS-3 shall be in such form as Company may prescribe from time to time.

13.0 GAS USED

13.1 In respect of volumes that are transported in the Secondary Term utilizing Service under Rate Schedule LRS-3, LRS-3 Customer shall not be charged for nor shall any deduction be made for Gas Used.

14.0 GENERAL TERMS AND CONDITIONS

14.1 The General Terms and Conditions of the Tariff and the provisions of any Service Agreement for Service under Rate Schedule LRS-3 are applicable to Rate Schedule LRS-3 to the extent that such terms and conditions and provisions are not inconsistent with this Rate Schedule.

APPENDIX 1 TO RATE SCHEDULE LRS-3

LRS-3 RECEIPT POINT	STATION NUMBER
Bowmanton	1216
Medicine Hat North #1	1017
Medicine Hat North Arco	1184
Medicine Hat South #2	1043
Medicine Hat South #4	1128
Medicine Hat Northwest	1205
Hilda West	1402

**SERVICE AGREEMENT
RATE SCHEDULE LRS-3**

BETWEEN:

NOVA Gas Transmission Ltd., a body corporate having an office in
Calgary, Alberta (“Company”)

- and -

•, a body corporate having an office in •, • (“Customer”)

IN CONSIDERATION of the premises and the covenants and agreements herein contained, the parties covenant and agree as follows:

1. Customer acknowledges receipt of a current copy of the Tariff.
2. The capitalized terms used in this Service Agreement have the meanings attributed to them in the General Terms and Conditions of the Tariff, unless otherwise defined.
3. Customer requests and Company agrees to provide Service pursuant to Rate Schedule LRS-3 in accordance with the attached Schedules of Service. The Service will commence on the Billing Commencement Date and will terminate, subject to the provisions of this Service Agreement, on the Service Termination Date.
4. Customer agrees to pay to Company each Billing Month, for all Service rendered under this Service Agreement, an amount equal to the aggregate charges for Service described in Rate Schedule LRS-3.

5. Customer shall:
- (a) provide such assurances and information as Company may reasonably require respecting any Service to be provided pursuant to Rate Schedule LRS-3 including, without limiting the generality of the foregoing, an assurance that necessary arrangements have been made among Customer, producers of gas for Customer, purchasers of gas from Customer and any other Person relating to such Service, including all gas purchase, gas sale, operating, processing and common stream arrangements; and
 - (b) at Company's request provide Company with an assurance that Customer has provided the Person operating facilities upstream of any Receipt Point in respect of which Customer has the right to receive Service with all authorizations necessary to enable such Person to provide Company with all data and information reasonably requested by Company for the purpose of allocating volumes of gas received by Company among Company's Customers and to bind Customer in respect of all such data and information provided.

If Customer fails to provide such assurances and information forthwith following request by Company, from time to time, Company may at its option, to be exercised by notice to Customer, suspend the Service to which such assurances and information relate until such time as Customer provides the assurances and information requested, provided however that any such suspension of Service shall not relieve Customer from any obligation to pay any rate, toll, charge or other amount payable to Company.

6. Customer acknowledges that the Facilities have been designed based on certain assumptions and forecasts described each year in Company's Annual Plan, and that interruption and curtailment of Service may occur if the aggregate gas volume actually

received or the aggregate gas volume actually delivered at the Facilities is different than forecast.

7. Every notice, request, demand, statement, bid or bill (for the purpose of this paragraph, collectively referred to as “Notice”) provided for in Rate Schedule LRS-3, this Service Agreement and the General Terms and Conditions, or any other Notice which either Company or Customer may desire to give to the other, shall be in writing and each of them and every payment provided for shall be directed to the Person to whom given, made or delivered at such Person's address as follows:

Customer:

-
-
-
- Attention: •
- Fax: •

Company:

-
-
-
- Attention: Customer Account Representative
- Fax: •

Notice may be given by fax or other telecommunication 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) business days after mailing, Saturdays, Sundays and statutory holidays excepted. In the event of disruption of regular mail, every payment not

made electronically shall be personally delivered, and any other Notice shall be given by one of the other stated means.

Any Notice for the matters listed in the Notice Schedule for Electronic Commerce in Appendix "F" of the Tariff shall be given via EBB. Company shall not accept or provide any such Notice for those matters listed in Appendix "F" via any other alternative means, unless the EBB is inoperative or Customer is unable to establish connection with the EBB, in which case Notice shall be given by any other alternative means set out herein. Any Notice given by the EBB shall be deemed to be given one (1) hour after transmission.

Any Notice may also be given by telephone followed immediately by EBB, fax, personal delivery, courier or prepaid mail, and any Notice so given shall be deemed to have been given as of the date and time of the telephone notice.

- 8.** The terms and conditions of Rate Schedule LRS-3, the General Terms and Conditions and Schedule of Service under Rate Schedule LRS-3 are by this reference incorporated into and made a part of this Service Agreement.

IN WITNESS WHEREOF the parties have executed this Service Agreement by their proper signing officers duly authorized in that behalf all as of the • day of , ••.

•

NOVA Gas Transmission Ltd.

Per:

Per :

Per:

Per :

**SCHEDULE OF SERVICE
RATE SCHEDULE LRS-3**

CUSTOMER: •

Schedule of Service Number	Receipt Point Number and Name	Legal Description	Maximum Receipt Pressure kPa	Service Termination Date	LRS-3 Contract Demand 10 ³ m ³ /d	Additional Conditions
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• • • • • • • •

THIS SCHEDULE FORMS PART OF THE SERVICE AGREEMENT DATED • AND SHALL BE DEEMED TO BE ATTACHED THERETO.

•
Per: _____

NOVA Gas Transmission Ltd.
Per : _____

Per: _____

Per : _____

**RATE SCHEDULE IT-R
INTERRUPTIBLE - RECEIPT**

1.0 DEFINITIONS

1.1 The capitalized terms used in this Rate Schedule have the meanings attributed to them in the General Terms and Conditions of the Tariff unless otherwise defined in this Rate Schedule.

2.0 SERVICE DESCRIPTION AND AVAILABILITY

2.1 Subject to the stated terms and conditions, service under Rate Schedule IT-R shall mean the receipt of gas within Alberta from Customer at Receipt Points as listed in the Table of Rates, Tolls and Charges (the “Service”) which includes the transportation of gas Company determines necessary to provide services under the Tariff.

2.2 The Service is available to any Customer that has executed a Service Agreement under this Rate Schedule IT-R provided that capacity exists in the Facilities that is not required by any Customer entitled to receive service under Rate Schedule FT-R, Rate Schedule FT-RN, Rate Schedule FT-P, Rate Schedule LRS, Rate Schedule LRS-2, , Rate Schedule LRS-3, Rate Schedule FT-X, Rate Schedule IT-S and Rate Schedule IT-R. Company shall not be required to construct or install Facilities for any Service under Rate Schedule IT-R. A standard form Service Agreement for Service under this Rate Schedule IT-R is attached.

3.0 PRICING

3.1 The rate used in calculating Customer's monthly charge for Service under Rate Schedule IT-R at a Receipt Point is the IT-R Rate at such Receipt Point.

4.0 CHARGE FOR SERVICE

4.1 Aggregate of Customer's Monthly Charge

The aggregate of Customer's monthly charges for a Billing Month for Service under Rate Schedule IT-R shall be equal to the sum of the monthly charges calculated for each Receipt Point under Rate Schedule IT-R determined as follows:

$$MC = A \times B$$

Where:

"MC" = the monthly charge applicable to such Receipt Point;

"A" = the IT-R Rate at such Receipt Point; and

"B" = the sum of the volume of gas received by Company from Customer at such Receipt Point under Rate Schedule IT-R in such Billing Month.

4.2 Aggregate of Customer's Surcharges

The aggregate of Customer's Surcharges for a Billing Month shall be equal to the sum of all Surcharges set forth in the Table of Rates, Tolls and Charges applicable to each of Customer's Receipt Points under Rate Schedule IT-R.

4.3 Aggregate Charge For Service

Customer shall pay for each Billing Month the sum of the amounts calculated in accordance with paragraphs 4.1 and 4.2.

4.4 Allocation of Gas Received

Notwithstanding any other provision of this Rate Schedule, any Service Agreement or the General Terms and Conditions of the Tariff, and without regard to how gas may have been nominated, the aggregate volume of gas received from Customer at a Receipt Point shall be allocated for billing purposes as follows:

- (i) first to service to Customer under Rate Schedule LRS, LRS-2 and LRS-3 to a maximum of such Customer's LRS Contract Demand for such Receipt Point under such Rate Schedule LRS, to a maximum of such Eligible LRS-2 Volumes for the Coleman Receipt Point under such Rate Schedule LRS-2 and to a maximum of such Customer's LRS-3 Contract Demand for such Receipt Point under such Rate Schedule LRS-3;
- (ii) secondly to service to Customer under Rate Schedule FT-R to a maximum of such Customer's Receipt Contract Demand for such Receipt Point under such Rate Schedule FT-R;

- (iii) thirdly to service to Customer under Rate Schedule FT-RN to a maximum of such Customer's Receipt Contract Demand for such Receipt Point under Rate Schedule FT-RN; and
- (iv) fourthly to Service to Customer under Rate Schedule IT-R at such Receipt Point.

5.0 TERM OF SERVICE

5.1 Term of Service Agreement

Customer's Service Agreement shall be in full force and effect until terminated by Customer in accordance with paragraph 5.2.

5.2 Termination Notice

Customer shall be entitled to terminate Service under Rate Schedule IT-R if Customer gives Company at least one (1) month prior written notice of such termination. Any such termination of Service shall not relieve Customer from any obligation to pay any rate, toll, charge or other amount payable to Company.

6.0 TITLE TRANSFERS

- 6.1** A Customer entitled to receive Service under Rate Schedule IT-R may transfer all or a portion of Customer's Inventory to another Customer or may accept a transfer of all or a portion of Customer's Inventory from another Customer provided such Customer is entitled to receive service under any Rate Schedule that permits title transfers and such title transfer is in accordance with the Terms and Conditions of Service Respecting Title Transfers in Appendix "C" of the Tariff.

7.0 APPLICATION FOR SERVICE

7.1 Applications for Service under this Rate Schedule IT-R shall be in such form as Company may prescribe from time to time.

8.0 GENERAL TERMS AND CONDITIONS

8.1 The General Terms and Conditions of the Tariff and the provisions of any Service Agreement for Service under Rate Schedule IT-R are applicable to Rate Schedule IT-R to the extent that such terms and conditions and provisions are not inconsistent with this Rate Schedule.

**SERVICE AGREEMENT
RATE SCHEDULE IT-R**

BETWEEN:

NOVA Gas Transmission Ltd., a body corporate having an office
in Calgary, Alberta (“Company”)

and

•, a body corporate having an office in •, • (“Customer”)

IN CONSIDERATION of the premises and the covenants and agreements herein contained, the parties covenant and agree as follows:

1. Customer acknowledges receipt of a current copy of the Tariff.
2. The capitalized terms used in this Service Agreement have the meanings attributed to them in the General Terms and Conditions of the Tariff, unless otherwise defined in this Service Agreement.
3. Customer requests and Company agrees to provide Service pursuant to Rate Schedule IT-R. The Service will commence on the Billing Commencement Date and will terminate, subject to the provisions of this Service Agreement.

4. Customer agrees to pay to Company each Billing Month, for all Service rendered under this Service Agreement, an amount equal to the aggregate charges for Service described in Rate Schedule IT-R.

5. Customer shall:
 - (a) provide such assurances and information as Company may reasonably require respecting any Service to be provided pursuant to this Rate Schedule IT-R including, without limiting the generality of the foregoing, an assurance that all necessary arrangements have been made among Customer, producers of gas for Customer, purchasers of gas from Customer and any other Person relating to such Service, including all gas purchase, gas sale, operating, processing and common stream arrangements; and

 - (b) at Company's request provide Company with an assurance that Customer has provided the Person operating facilities upstream of any Receipt Point in respect of which Customer has the right to receive service with all authorizations necessary to enable such Person to provide Company with all data and information reasonably requested by Company for the purpose of allocating volumes of gas received by Company among Company's Customers and to bind Customer in respect of all such data and information provided.

If Customer fails to provide such assurances and information forthwith following request by Company, from time to time, Company may at its option, to be exercised by notice to Customer, suspend the Service to which such assurances and information relate until such time as Customer provides the assurances and information requested, provided however that any such suspension of Service shall not relieve Customer from any obligation to pay any rate, toll, charge or other amount payable to Company.

6. Every notice, request, demand, statement, bid or bill (for the purpose of this paragraph, collectively referred to as "Notice") provided for in Rate Schedule IT-R, this Service

Agreement and the General Terms and Conditions, or any other Notice which either Company or Customer may desire to give to the other, shall be in writing and each of them and every payment provided for shall be directed to the Person to whom given, made or delivered at such Person's address as follows:

Customer:

-
-
-

Attention: •

Fax: •

Company:

-
-
-

Attention: Customer Account Representative

Fax: •

Notice may be given by fax or other telecommunication 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) business days after mailing, Saturdays, Sundays and statutory holidays excepted. In the event of disruption of regular mail, every payment not made electronically shall be personally delivered, and any other Notice shall be given by one of the other stated means.

Any Notice for the matters listed in the Notice Schedule for Electronic Commerce in Appendix "F" of the Tariff shall be given via EBB. Company shall not accept or provide

any such Notice for those matters listed in Appendix “F” via any other alternative means, unless the EBB is inoperative or Customer is unable to establish connection with the EBB, in which case Notice shall be given by any other alternative means set out herein. Any Notice given by the EBB shall be deemed to be given one (1) hour after transmission.

Any Notice may also be given by telephone followed immediately by EBB, fax, personal delivery, courier or prepaid mail, and any Notice so given shall be deemed to have been given as of the date and time of the telephone notice.

- 7. The terms and conditions of Rate Schedule IT-R, the General Terms and Conditions and Schedule of Service under Rate Schedule IT-R are by this reference incorporated into and made a part of this Service Agreement.

IN WITNESS WHEREOF the parties have executed this Service Agreement by their proper signing officers duly authorized in that behalf all as of the • day of •, •.

•
Per: _____

NOVA Gas Transmission Ltd.
Per : _____

Per: _____

Per : _____

RATE SCHEDULE IT-D
INTERRUPTIBLE - DELIVERY

1.0 DEFINITIONS

1.1 The capitalized terms used in this Rate Schedule have the meanings attributed to them in the General Terms and Conditions of the Tariff unless otherwise defined in this Rate Schedule.

2.0 SERVICE DESCRIPTION AND AVAILABILITY

2.1 Subject to the stated terms and conditions, service under Rate Schedule IT-D shall mean the delivery of gas to Customer at Customer's Export Delivery Points (the "Service") which includes transportation of gas that Company determines necessary to provide services under the Tariff.

2.2 The Service is available to any Customer that has executed a Service Agreement and Schedule of Service under Rate Schedule IT-D provided that capacity exists in the Facilities that is not required by any Customer entitled to receive service under Rate Schedule FT-D, Rate Schedule FT-DW, Rate Schedule LRS-2, Rate Schedule STFT, Rate Schedule FT-A, Rate Schedule FT-X, Rate Schedule FT-P, Rate Schedule IT-S and Rate Schedule IT-D. Company shall not be required to construct or install Facilities for any Service under Rate Schedule IT-D. A standard form Service Agreement for Service under this Rate Schedule IT-D is attached.

3.0 PRICING

3.1 The rate used in calculating Customer's monthly charge for Service under Rate Schedule IT-D at an Export Delivery Point is the IT-D Rate at such Export Delivery Point.

4.0 CHARGE FOR SERVICE

4.1 Aggregate of Customer's Monthly Charge

The aggregate of Customer's monthly charges for a Billing Month for Service under Rate Schedule IT-D shall be equal to the sum of the monthly charges calculated for each of Customer's Export Delivery Points under Rate Schedule IT-D determined as follows:

$$MC = A \times B$$

Where:

“MC” = the monthly charge applicable to such Export Delivery Point;

“A” = the IT-D Rate at such Export Delivery Point; and

“B” = the sum of the quantity of gas delivered by Company to such Customer at such Export Delivery Point under Rate Schedule IT-D in such Billing Month.

4.2 Aggregate of Customer's Surcharges

The aggregate of Customer's Surcharges for a Billing Month shall be equal to the sum of all Surcharges set forth in the Table of Rates, Tolls and Charges applicable to each of Customer's Export Delivery Points under Rate Schedule IT-D.

4.3 Aggregate Charge For Service

Customer shall pay for each Billing Month the sum of the amounts calculated in accordance with paragraphs 4.1 and 4.2.

4.4 Allocation of Gas Delivered

Notwithstanding any other provision of this Rate Schedule, any Service Agreement or the General Terms and Conditions of the Tariff, and without regard to how gas may have been nominated, the aggregate quantity of gas delivered to Customer at an Export Delivery Point shall be allocated for billing purposes as follows:

- (i) first to service to Customer under Rate Schedule LRS-2 to a maximum of such Eligible LRS-2 Volumes for the A/BC Export Delivery Point under such Rate Schedule LRS-2;
- (ii) secondly to service to Customer under Rate Schedule FT-DW and Rate Schedule STFT to a maximum of such Customer's allocated FT-DW Capacity and STFT Capacity for such Export Delivery Point under each such Rate Schedule FT-DW and Rate Schedule STFT;
- (iii) thirdly to service to Customer under Rate Schedule FT-D to a maximum of such Customer's Export Delivery Contract Demand for such Export Delivery Point under such Rate Schedule FT-D; and

(iv) fourthly to Service to Customer under Rate Schedule IT-D.

5.0 TERM OF SERVICE

5.1 Term of Service at an Export Delivery Point

The term for any Schedule of Service for Service under Rate Schedule IT-D at each Export Delivery Point shall be the term requested by Customer, provided that the term is a minimum of one (1) month and terminates on the last day of a Gas Year.

5.2 Term of Service Agreement

Customer's Service Agreement shall terminate on the latest Service Termination Date of Customer's Schedules of Service under Rate Schedule IT-D.

6.0 TITLE TRANSFERS

6.1 A Customer entitled to receive Service under Rate Schedule IT-D may transfer all or a portion of Customer's Inventory to another Customer or may accept a transfer of all or a portion of Customer's Inventory from another Customer provided such Customer is entitled to receive service under any Rate Schedule that permits title transfers and such title transfer is in accordance with the Terms and Conditions of Service Respecting Title Transfers in Appendix "C" of the Tariff.

7.0 RENEWAL OF SERVICE

7.1 Renewal Notification

Customer shall be entitled to renew Service under Rate Schedule IT-D if Customer gives notice to Company of such renewal at least one (1) month prior to the Service Termination Date. If Customer does not provide such notice, the Service shall expire on the Service Termination Date.

7.2 Irrevocable Notice

Customer's notice to renew pursuant to paragraph 7.1 shall be irrevocable one (1) month prior to the Service Termination Date.

Any renewal of Service is subject to the Financial Assurances provisions in Article 10 of the General Terms and Conditions.

7.3 Renewal Term

The renewal term shall consist of increments of whole years and shall not be less than one (1) year.

8.0 APPLICATION FOR SERVICE

8.1 Applications for Service under this Rate Schedule IT-D shall be in such form as Company may prescribe from time to time.

9.0 GENERAL TERMS AND CONDITIONS

9.1 The General Terms and Conditions of the Tariff and the provisions of any Service Agreement for Service under Rate Schedule IT-D are applicable to Rate Schedule IT-D to the extent that such terms and conditions and provisions are not inconsistent with this Rate Schedule.

**SERVICE AGREEMENT
RATE SCHEDULE IT-D**

BETWEEN:

NOVA Gas Transmission Ltd., a body corporate having an office
in Calgary, Alberta (“Company”)

- and -

•, a body corporate having an office in •, • (“Customer”)

IN CONSIDERATION of the premises and the covenants and agreements in this Service Agreement, the parties covenant and agree as follows:

1. Customer acknowledges receipt of a current copy of the Tariff.
2. The capitalized terms used in this Service Agreement have the meanings attributed to them in the General Terms and Conditions of the Tariff, unless otherwise defined in this Service Agreement.
3. Customer requests and Company agrees to provide Service pursuant to Rate Schedule IT-D in accordance with the following procedure:
 - (a) subject to the provisions of this paragraph 3, upon execution and delivery of this Service Agreement Customer shall be entitled to Service at any Export Delivery Point described in the Schedule of Service respecting Rate Schedule IT-D, provided however that Customer may not with respect to any Service at any Export Delivery Point described in such Schedule of Service request Company to deliver a quantity of gas in excess of the capacity of the facilities (as determined by Company) downstream of such Export Delivery Point;

-
- (b) Customer shall by written notice to Company in form and substance satisfactory to Company designate Export Delivery Points, referred to in subparagraph 3(a), with respect to which Customer desires Service pursuant to Rate Schedule IT-D;
 - (c) from and after the time of receipt by Company of Customer's written notice referred to in subparagraph 3(b) determined in Company's sole judgment, Customer shall be entitled to receive Service pursuant to Rate Schedule IT-D with respect to the Export Delivery Points designated as provided for in subparagraph 3(b) in priority to all Customers requesting such Service after the time, but subject to all Customers requesting such Service prior to the time, of Company's receipt of such written notice; and
 - (d) Customer shall at Company's request from time to time provide written confirmation of the Export Delivery Points designated by Customer pursuant to subparagraph 3(b).
- 4.** Customer agrees to pay to Company each Billing Month, for all Service rendered under this Service Agreement, an amount equal to the aggregate charges for Service described in Rate Schedule IT-D.
- 5.** Customer shall:
- (a) provide such assurances and information as Company may reasonably require respecting any Service to be provided pursuant to this Rate Schedule IT-D including, without limiting the generality of the foregoing, an assurance that all necessary arrangements have been made among Customer, producers of gas for Customer, purchasers of gas from Customer and any other Person relating to such Service, including all gas purchase, gas sale, operating, processing and common stream arrangements; and

- (b) at Company's request provide Company with an assurance that Customer has provided the Person operating facilities downstream of any Delivery Point in respect of which Customer has the right to receive service with all authorizations necessary to enable such Person to provide Company with all data and information reasonably requested by Company for the purpose of allocating quantities of gas delivered by Company among Company's Customers and to bind Customer in respect of all such data and information provided.

If Customer fails to provide such assurances and information forthwith following request by Company, from time to time, Company may at its option, to be exercised by notice to Customer, suspend the Service to which such assurances and information relate until such time as Customer provides the assurances and information requested, provided however that any such suspension of Service shall not relieve Customer from any obligation to pay any rate, toll, charge or other amount payable to Company.

6. Every notice, request, demand, statement, bid or bill (for the purpose of this paragraph, collectively referred to as "Notice") provided for in Rate Schedule IT-D, this Service Agreement and the General Terms and Conditions, or any other Notice which either Company or Customer may desire to give to the other, shall be in writing and each of them and every payment provided for shall be directed to the Person to whom given, made or delivered at such Person's address as follows:

Customer:

-
-
-

Attention: •

Fax: •

Company:

-
-
-

Attention: Customer Account Representative

Fax: •

Notice may be given by fax or other telecommunication 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) business days after mailing, Saturdays, Sundays and statutory holidays excepted. In the event of disruption of regular mail, every payment not made electronically shall be personally delivered, and any other Notice shall be given by one of the other stated means.

Any Notice for the matters listed in the Notice Schedule for Electronic Commerce in Appendix "F" of the Tariff shall be given via EBB. Company shall not accept or provide any such Notice for those matters listed in Appendix "F" via any other alternative means, unless the EBB is inoperative or Customer is unable to establish connection with the EBB, in which case Notice shall be given by any other alternative means set out herein.

Any Notice given by the EBB shall be deemed to be given one (1) hour after transmission.

Any Notice may also be given by telephone followed immediately by EBB, fax, personal delivery, courier or prepaid mail, and any Notice so given shall be deemed to have been given as of the date and time of the telephone notice.

- 7. The terms and conditions of Rate Schedule IT-D, the General Terms and Conditions and Schedule of Service under Rate Schedule IT-D are by this reference incorporated into and made a part of this Service Agreement.

IN WITNESS WHEREOF the parties have executed this Service Agreement by their proper signing officers duly authorized in that behalf all as of the • day of •, •.

•
Per: _____

NOVA Gas Transmission Ltd.
Per : _____

Per: _____

Per : _____

**SCHEDULE OF SERVICE
RATE SCHEDULE IT-D**

CUSTOMER: •

Schedule of Service Number	Export Delivery Point Number and Name	Legal Description	Maximum Delivery Pressure kPa	Service Termination Date	Additional Conditions
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THIS SCHEDULE FORMS PART OF THE SERVICE AGREEMENT DATED • AND SHALL BE DEEMED TO BE ATTACHED THERETO.

Per: _____

Per : _____ •

NOVA Gas Transmission Ltd.

Per: _____

Per : _____

RATE SCHEDULE IT-S
INTERRUPTIBLE - ACCESS TO STORAGE

1.0 DEFINITIONS

1.1 The capitalized terms used in this Rate Schedule have the meanings attributed to them in the General Terms and Conditions of the Tariff unless otherwise defined in this Rate Schedule.

2.0 SERVICE DESCRIPTION AND AVAILABILITY

2.1 Subject to the stated terms and conditions, service under Rate Schedule IT-S shall mean:

- (i) the delivery of gas by Company for Customer at Storage Delivery Points; and
- (ii) the receipt of gas by Company for Customer at Storage Receipt Points.

Subparagraphs (i) and (ii) are collectively referred to as the “Service” which includes transportation of gas that Company determines necessary to provide services under the Tariff.

2.2 The Service is available to any Customer that has executed a Service Agreement and Schedule of Service under Rate Schedule IT-S and a valid Service Agreement under Rate Schedule FCS is executed by any Customer at the Storage Delivery Point provided that:

- (i) with respect to subparagraph 2.1(i), capacity exists in the Facilities that is not required by Company to provide service under Rate Schedule FT-A, Rate Schedule FT-D, Rate Schedule FT-X, Rate Schedule LRS-2, Rate Schedule STFT, Rate Schedule FT-P, Rate Schedule IT-D and Rate Schedule IT-S; and

- (ii) with respect to subparagraph 2.1(ii), capacity exists in the Facilities that is not required by Company to provide service under Rate Schedule FT-R, Rate Schedule FT-RN, Rate Schedule FT-P, Rate Schedule FT-X, Rate Schedule LRS, Rate Schedule LRS-2, Rate Schedule LRS-3, Rate Schedule IT-R and Rate Schedule IT-S.

A standard form Service Agreement for Service under Rate Schedule IT-S is attached.

- 2.3** Company shall not be required to construct or install Facilities for any Service under Rate Schedule IT-S. If Company determines that new Facilities are required that are directly attributable to Customer's request for Service, Company shall not be required to provide such requested Service unless a valid Service Agreement under Rate Schedule FCS exists in respect of such new Facilities.

3.0 CHARGE FOR SERVICE

3.1 Aggregate of Customer's Monthly Charge

- (i) Customer undertakes to cause the operator of the gas storage facility connected to the Storage Receipt Point and the Storage Delivery Point to provide any information necessary to satisfy Company that the volume of gas received by Company at the Storage Receipt Point connected to a Storage Facility was previously delivered by Company at the Storage Delivery Point for such Storage Facility. If Company is satisfied that the volume of gas received by Company at the Storage Receipt Point connected to a Storage Facility was previously delivered by Company at the Storage Delivery Point for such Storage Facility, Company shall not charge Customer for Service under this Rate Schedule IT-S.

- (ii) If the operator of a gas storage facility fails to provide information to Company's satisfaction that all or a portion of the volume of gas received by Company at the Storage Receipt Point connected to a Storage Facility was previously delivered by Company at the Storage Delivery Point for such Storage Facility, then Company shall charge for such volumes in accordance with the allocations determined by Company in paragraph 4.1.

- (iii) If the operator of the gas storage facility fails to provide information to Company's satisfaction that all or a portion of the volume of gas delivered by Company at the Storage Delivery Point connected to a Storage Facility is for the sole purpose of storage and ultimate receipt by Company from such Storage Facility at the Storage Receipt Point, then Company shall charge for such volumes in accordance with the allocations determined by Company in paragraph 4.2.

3.2 Aggregate of Customer's Surcharges

The aggregate of Customer's Surcharges for a Billing Month shall be equal to the sum of all Surcharges set forth in the Table of Rates, Tolls and Charges applicable to each of Customer's Schedules of Service under Rate Schedule IT-S.

3.3 Aggregate Charge for Service

Customer shall pay for each Billing Month the sum of the amounts calculated in accordance with paragraphs 3.1 and 3.2.

4.0 ALLOCATION OF GAS RECEIVED AND DELIVERED

4.1 Allocation of Gas Received

Notwithstanding any other provision of this Rate Schedule, any Service Agreement or the General Terms and Conditions of this Tariff, and without regard to how gas may have been nominated, the aggregate volume of gas received at a Storage Receipt Point for Customer, shall be allocated as follows:

- (i) If paragraph 3.1(i) applies, then the volume of gas received shall be allocated only to Service to Customer under Rate Schedule IT-S; or
- (ii) If paragraph 3.1(ii) applies, then the volume of gas received shall be allocated:
 - (a) first to service to Customer under Rate Schedules LRS and LRS-3 to a maximum of such Customer's LRS Contract Demand for such Receipt Point under such Rate Schedule LRS and to a maximum of such Customer's LRS-3 Contract Demand for such Receipt Point under such Rate Schedule LRS-3;
 - (b) secondly to service to Customer under Rate Schedule FT-R to a maximum of such Customer's Receipt Contract Demand for such Storage Receipt Point under such Rate Schedule FT-R;
 - (c) thirdly to service to Customer under Rate Schedule FT-RN to a maximum of such Customer's Receipt Contract Demand for such Storage Receipt Point under such Rate Schedule FT-RN;
 - (d) fourth to service to Customer under Rate Schedule IT-R at such Storage Receipt Point. If Customer is not entitled to service under Rate Schedule

IT-R at such Storage Receipt Point, then Customer shall pay the IT-R Rate at such Storage Receipt Point in respect of such volume of gas allocated to it hereunder.

4.2 Allocation of Gas Delivered

Notwithstanding any other provision of this Rate Schedule, any Service Agreement or the General Terms and Conditions of this Tariff, and without regard to how gas may have been nominated, the aggregate quantity of gas delivered at a Storage Delivery Point for Customer, shall be allocated as follows:

- (i) If paragraph 3.1(i) applies, then the quantity of gas delivered shall be allocated only to Service to Customer under Rate Schedule IT-S; or
- (ii) If paragraph 3.1(iii) applies, then the quantity of gas delivered shall be allocated:
 - (a) first to service to Customer under Rate Schedule FT-A at such Storage Delivery Point, if Company is satisfied that the quantity of gas delivered by Company at such Storage Delivery Point is not to be removed from Alberta. If Customer is not entitled to service under Rate Schedule FT-A at such Storage Delivery Point, then Customer shall pay the FT-A Rate in respect of such quantity of gas allocated to it hereunder;
 - (b) secondly to service to Customer under Rate Schedule FT-D to a maximum of such Customer's Export Delivery Contract Demand for such Storage Delivery Point under such Rate Schedule FT-D; and
 - (c) thirdly, under all other circumstances other than the ones set out in paragraphs 4.2(ii)(a) and 4.2(ii)(b), to service to Customer under Rate Schedule IT-D at such Storage Delivery Point. If Customer is not entitled

to service under Rate Schedule IT-D at such Storage Delivery Point, regardless of whether of not such Storage Delivery Point is an Export Delivery Point, then Customer shall pay the IT-D Rate in respect of such quantity of gas allocated to it hereunder.

5.0 STORAGE INFORMATION

5.1 Customer undertakes to cause the operator of every gas storage facility connected to the Storage Receipt Point and the Storage Delivery Point to provide to Company, when requested by the Company, the following information:

- (i) the cumulative total of the volume of gas delivered to the Storage Delivery Point for Customer by Company; and
- (ii) the cumulative total of the volume of gas received at the Storage Receipt Point by Company for Customer.

5.2 If the operator of a gas storage facility fails to provide Company with the information requested with respect to any month within the time provided by Company for a response to Company's request:

- (i) the gas received at the Storage Receipt Point for Customer for such month shall be deemed to have been received for Customer at the Storage Receipt Point under Rate Schedule IT-R and Customer shall pay the IT-R Rate applicable to such Storage Receipt Point in respect of such volume.; and
- (ii) the gas delivered at the Storage Delivery Point for Customer for such month shall be deemed to have been delivered by Customer at the Storage Delivery Point under Rate Schedule IT-D and Customer shall pay the IT-D Rate in respect to

such quantity regardless of whether or not such Storage Delivery Point is an Export Delivery Point.

6.0 TERM OF SERVICE

6.1 Term of Service at a Storage Receipt Point and Delivery Point

The term for any Schedule of Service for Service under Rate Schedule IT-S at each Storage Receipt Point and at each Storage Delivery Point shall be the term requested by Customer, provided that the term is a minimum of one (1) month and terminates on the last day of a Gas Year.

6.2 Term of Service Agreement

Customer's Service Agreement shall terminate on the latest Service Termination Date of Customer's Schedules of Service under Rate Schedule IT-S.

7.0 TITLE TRANSFERS

7.1 A Customer entitled to receive Service under Rate Schedule IT-S may transfer all or a portion of Customer's Inventory to another Customer or may accept a transfer of all or a portion of Customer's Inventory from another Customer provided such Customer is entitled to receive service under any Rate Schedule that permits title transfers and such title transfer is in accordance with the Terms and Conditions of Service Respecting Title Transfers in Appendix "C" of the Tariff.

8.0 RENEWAL OF SERVICE

8.1 Renewal Notification

Customer shall be entitled to renew Service under Rate Schedule IT-S if Customer gives notice to Company of such renewal at least one (1) month prior to the Service Termination Date. If Customer does not provide such notice, the Service shall expire on the Service Termination Date.

8.2 Irrevocable Notice

Customer's notice to renew pursuant to paragraph 8.1 shall be irrevocable one (1) month prior to the Service Termination Date.

Any renewal of Service is subject to the Financial Assurances provisions in Article 10 of the General Terms and Conditions.

8.3 Renewal Term

The renewal term shall consist of increments of whole years and shall not be less than one (1) year.

9.0 APPLICATION FOR SERVICE

9.1 Applications for Service under this Rate Schedule IT-S shall be in such form as Company may prescribe from time to time.

10.0 GENERAL TERMS AND CONDITIONS

10.1 The General Terms and Conditions of the Tariff and the provisions of any Service Agreement for Service under Rate Schedule IT-S are applicable to Rate Schedule IT-S to the extent that such terms and conditions and provisions are not inconsistent with this Rate Schedule.

**SERVICE AGREEMENT
RATE SCHEDULE IT-S**

BETWEEN:

NOVA Gas Transmission Ltd., a body corporate having an office
in Calgary, Alberta (“Company”)

- and -

•, a body corporate having an office in •, • (“Customer”)

IN CONSIDERATION of the premises and the covenants and agreements in this Service Agreement, the parties covenant and agree as follows:

1. Customer acknowledges receipt of a current copy of the Tariff.
2. The capitalized terms used in this Service Agreement have the meanings attributed to them in the General Terms and Conditions of the Tariff, unless otherwise defined in this Service Agreement.
3. Customer requests and Company agrees to provide Service pursuant to Rate Schedule IT-S in accordance with the following procedure:
 - (a) subject to the provisions of this paragraph 3, upon execution and delivery of this Service Agreement Customer shall be entitled to Service from any Storage Receipt Point and Storage Delivery Point described in the Schedule of Service respecting Rate Schedule IT-S, provided however that Customer may not with respect to any Service at any Storage Receipt Point and Storage Delivery Point

described in such Schedule of Service request Company to receive a volume of gas in excess of the capacity of the facilities (as determined by Company) upstream of such Storage Receipt Point or in excess of the capacity of the Facilities (as determined by Company) downstream of such Storage Delivery Point;

- (b) Customer shall by written notice to Company in form and substance satisfactory to Company designate Storage Receipt Points and Storage Delivery Points, referred to in subparagraph 3(a), with respect to which Customer desires Service pursuant to Rate Schedule IT-S;
 - (c) from and after the time of receipt by Company of Customer's written notice referred to in subparagraph 3(b) determined in Company's sole judgment, Customer shall be entitled to receive Service pursuant to Rate Schedule IT-S with respect to the Storage Receipt Points and Storage Delivery Points designated as provided for in subparagraph 3(b) in priority to all Customers requesting such Service after the time, but subject to all Customers requesting such Service prior to the time, of Company's receipt of such written notice; and
 - (d) Customer shall at Company's request from time to time provide written confirmation of the Storage Receipt Points and Storage Delivery Points designated by Customer pursuant to subparagraph 3(b).
4. Customer agrees to pay to Company each Billing Month, for all Service rendered under this Service Agreement, an amount equal to the aggregate charges for Service described in Rate Schedule IT-S.

5. Customer shall:
- (a) provide such assurances and information as Company may reasonably require respecting any Service to be provided pursuant to this Rate Schedule IT-S including, without limiting the generality of the foregoing, an assurance that all necessary arrangements have been made among Customer, producers of gas for Customer, purchasers of gas from Customer and any other Person relating to such Service, including all gas purchase, gas sale, operating, processing and common stream arrangements; and
 - (b) at Company's request provide Company with an assurance that Customer has provided the Person operating facilities upstream of any Receipt Point or downstream of any Delivery Point in respect of which Customer has the right to receive service with all authorizations necessary to enable such Person to provide Company with all data and information reasonably requested by Company for the purpose of allocating quantities of gas received or delivered by Company among Company's Customers and to bind Customer in respect of all such data and information provided.

If Customer fails to provide such assurances and information forthwith following request by Company, from time to time, Company may at its option, to be exercised by notice to Customer, suspend the Service to which such assurances and information relate until such time as Customer provides the assurances and information requested, provided however that any such suspension of Service shall not relieve Customer from any obligation to pay any rate, toll, charge or other amount payable to Company.

6. Every notice, request, demand, statement, bid or bill (for the purpose of this paragraph, collectively referred to as "Notice") provided for in Rate Schedule IT-S, this Service Agreement and the General Terms and Conditions, or any other Notice which either Company or Customer may desire to give to the other, shall be in writing and each of

them and every payment provided for shall be directed to the Person to whom given, made or delivered at such Person's address as follows:

Customer:

-
-
-

Attention: •

Fax: •

Company:

-
-
-

Attention: Customer Account Representative

Fax: •

Notice may be given by fax or other telecommunication 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) business days after mailing, Saturdays, Sundays and statutory holidays excepted. In the event of disruption of regular mail, every payment not made electronically shall be personally delivered, and any other Notice shall be given by one of the other stated means.

Any Notice for the matters listed in the Notice Schedule for Electronic Commerce in Appendix "F" of the Tariff shall be given via EBB. Company shall not accept or provide

any such Notice for those matters listed in Appendix “F” via any other alternative means, unless the EBB is inoperative or Customer is unable to establish connection with the EBB, in which case Notice shall be given by any other alternative means set out herein. Any Notice given by the EBB shall be deemed to be given one (1) hour after transmission.

Any Notice may also be given by telephone followed immediately by EBB, fax, personal delivery, courier or prepaid mail, and any Notice so given shall be deemed to have been given as of the date and time of the telephone notice.

- 7. The terms and conditions of Rate Schedule IT-S, the General Terms and Conditions and Schedule of Service under Rate Schedule IT-S are by this reference incorporated into and made a part of this Service Agreement.

IN WITNESS WHEREOF the parties have executed this Service Agreement by their proper signing officers duly authorized in that behalf all as of the • day of •, •.

•
Per: _____

NOVA Gas Transmission Ltd.
Per : _____

Per: _____

Per : _____

**SCHEDULE OF SERVICE
RATE SCHEDULE IT-S**

CUSTOMER: •

Schedule of Service Number	Storage Receipt and Delivery Point Number and Name	Storage Receipt and Delivery Point Legal Description	Maximum Delivery Pressure kPa	Service Termination Date	Additional Conditions
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• • • • • •

THIS SCHEDULE FORMS PART OF THE SERVICE AGREEMENT DATED • AND SHALL BE DEEMED TO BE ATTACHED THERETO.

• NOVA Gas Transmission Ltd.
 Per: _____ Per : _____
 Per: _____ Per : _____

RATE SCHEDULE FCS
FACILITIES CONNECTION SERVICE

1.0 DEFINITIONS

1.1. The capitalized terms used in this Rate Schedule have the meanings attributed to them in the General Terms and Conditions of the Tariff unless otherwise defined in this Rate Schedule.

2.0 SERVICE DESCRIPTION AND AVAILABILITY

2.1 Subject to the stated terms and conditions, service under Rate Schedule FCS shall mean the measurement of gas delivered by Company to Customer's facilities at an Alberta Delivery Point, Extraction Delivery Point, or Storage Delivery Point and the provision of any other Facilities that Company determines necessary (the "Service").

2.2 The Service is available to any Customer that has executed a Service Agreement and Schedule of Service under this Rate Schedule FCS. A standard form Service Agreement for Service under this Rate Schedule FCS is attached.

3.0 CHARGE FOR SERVICE

3.1 Aggregate of Customer's FCS Charges

The aggregate of Customer's charges, if any, for Service under Rate Schedule FCS shall be equal to the sum of the charges for each of Customer's Schedules of Service under Rate Schedule FCS determined in accordance with Attachment 1 (the "FCS Charge").

3.2 Aggregate of Customer's Surcharges

The aggregate of Customer's Surcharges shall be equal to the sum of all Surcharges set forth in the Table of Rates, Tolls and Charges applicable to each of Customer's Schedules of Service under Rate Schedule FCS.

3.3 Aggregate Charge for Service

Customer shall pay the sum of the amounts calculated in accordance with paragraphs 3.1 and 3.2 for Service under all Schedules of Service under Rate Schedule FCS.

4.0 TERM OF SERVICE

4.1 Term of a Schedule of Service

If in the provision of Service, Company determines that:

- (i) no Extension Facilities (as defined in Attachment 1) are required to provide the Service requested, the term of the Schedule of Service for Service under Rate Schedule FCS shall be the term requested by Customer provided that the term is a minimum of one (1) year; or
- (ii) Extension Facilities are required to provide the Service requested, the term of the Schedule of Service for Service under Rate Schedule FCS shall be the term requested by Customer provided that the term is a minimum of three (3) years.

4.2 Term of Service Agreement

Customer's Service Agreement shall terminate on the latest Service Termination Date of Customer's Schedules of Service for Service under Rate Schedule FCS.

5.0 SERVICE RELEASE

5.1 If Customer desires to release all of its Service under any Schedule of Service under Rate Schedule FCS, Customer shall notify Company of its request to release such Service describing the location and nature of the reduction in Service requested. Company shall not have any obligation to find any Person to assume such Service. If after notice is given to Company a Person is found who agrees to assume such Service, Company may allow Customer to release such Service to the extent that such Service is provided for in a Service Agreement and Schedule of Service under Rate Schedule FCS executed by Company and such Person.

6.0 PAYMENT ON RETIREMENT OF FACILITIES

6.1 In the event that there remains on Company's books of account any net book value in respect of Facilities, other than Extension Facilities (as defined in Attachment 1), used in providing Service under any Schedule of Service under this Rate Schedule FCS either:

- (i) at the Service Termination Date described in the Schedule of Service in respect of a particular Service; or
- (ii) at the expiry of a period of six (6) months where the Facilities which would be used to provide such Service have not been used; and

Company determines in its sole discretion to retire such Facilities, Customer shall pay to Company within a time determined by Company, an amount equal to the net book value of such Facilities adjusted for all costs and expenses associated with such retirement.

7.0 RENEWAL OF SERVICE

7.1 Company may in its sole discretion allow Customer to renew Service under Rate Schedule FCS on terms and conditions mutually satisfactory to Company and Customer.

8.0 GENERAL TERMS AND CONDITIONS

8.1 The General Terms and Conditions of the Tariff and the provisions of any Service Agreement for Service under Rate Schedule FCS are applicable to Rate Schedule FCS to the extent that such terms and conditions and provisions are not inconsistent with this Rate Schedule.

SERVICE AGREEMENT
RATE SCHEDULE FCS

BETWEEN:

NOVA Gas Transmission Ltd., a body corporate having an office in
Calgary, Alberta (“Company”)

- and -

•, a body corporate having an office in •, • (“Customer”)

IN CONSIDERATION of the premises and the covenants and agreements herein contained, the parties covenant and agree as follows:

1. Customer acknowledges receipt of a current copy of the Tariff.
2. The capitalized terms used in this Service Agreement have the same meanings attributed to them in the General Terms and Conditions of the Tariff, unless otherwise defined in this Service Agreement.
3. Customer requests and Company agrees to provide Service pursuant to Rate Schedule FCS in accordance with the attached Schedules of Service. The Service will commence on the Billing Commencement Date and will terminate, subject to the provisions of this Service Agreement, on the Service Termination Date.
4. Customer agrees to pay to Company for all Service rendered under this Service Agreement, an amount equal to the aggregate charges for Service described in Rate Schedule FCS.

5. Customer shall:
- (a) provide such assurances and information as Company may reasonably require respecting any Service to be provided pursuant to this Rate Schedule FCS including, without limiting the generality of the foregoing, an assurance that all necessary arrangements have been made among Customer, producers of gas for Customer, purchasers of gas from Customer and any other Person relating to such Service, including all gas purchase, gas sale, operating, processing and common stream arrangements; and
 - (b) at Company's request provide Company with an assurance that Customer has provided the Person operating facilities upstream of any Receipt Point or downstream of any Delivery Point in respect of which Customer has the right to receive service with all authorizations necessary to enable such Person to provide Company with all data and information reasonably requested by Company for the purpose of allocating volumes of gas received or delivered by Company among Company's Customers and to bind Customer in respect of all such data and information provided.

If Customer fails to provide such assurances and information forthwith following request by Company from time to time, Company may at its option, to be exercised by notice to Customer, suspend the Service to which such assurances and information relate until such time as Customer provides the assurances and information requested, provided however that any such suspension of Service shall not relieve Customer from any obligation to pay any rate, toll, charge or other amount payable to Company.

6. Every notice, request, demand, statement, bid or bill (for the purposes of this paragraph, collectively referred to as "Notice") provided for in Rate Schedule FCS, this Service Agreement and the General Terms and Conditions, or any other Notice which either Company or Customer may desire to give to the other, shall be in writing and each of

them and every payment provided for shall be directed to the Person to whom given, made or delivered at such Person's address as follows:

Customer:

-
-
-

Attention: •

Fax: •

Company:

-
-
-

Attention: Customer Account Representative

Fax: •

Notice may be given by fax or other telecommunication 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) business days after mailing, Saturdays, Sundays and statutory holidays excepted. In the event of disruption of regular mail, every payment not made electronically shall be personally delivered, and any other Notice shall be given by one of the other stated means.

Any Notice for the matters listed in the Notice Schedule for Electronic Commerce in Appendix "F" of the Tariff shall be given via EBB. Company shall not accept or provide any such Notice for those matters listed in Appendix "F" via any other alternative means,

unless the EBB is inoperative or Customer is unable to establish connection with the EBB, in which case Notice shall be given by any other alternative means set out herein. Any Notice given by the EBB shall be deemed to be given one (1) hour after transmission.

Any Notice may also be given by telephone followed immediately by EBB, fax, personal delivery, courier or prepaid mail, and any Notice so given shall be deemed to have been given as of the date and time of the telephone notice.

- 7. The terms and conditions of Rate Schedule FCS, the General Terms and Conditions and Schedule of Service under Rate Schedule FCS are by this reference incorporated into and made a part of this Service Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Service Agreement by their proper signing officers duly authorized in that behalf all as of the • day of •, •.

•	NOVA Gas Transmission Ltd.
Per: _____	Per : _____
Per: _____	Per : _____

SCHEDULE OF SERVICE
RATE SCHEDULE FCS

CUSTOMER: •

FCS CHARGE: See Attachment 1 hereto

Schedule of Service Number	Delivery Point Number and Name	Legal Description	Maximum Delivery Pressure kPa	Maximum Daily Delivery Volume 10 ³ m ³ /d	Service Termination Date	Additional Conditions
•	• •	•	•	•	•	•

THIS SCHEDULE FORMS PART OF THE SERVICE AGREEMENT DATED • AND SHALL BE DEEMED TO BE ATTACHED THERETO.

• Per: _____ Per: _____	NOVA Gas Transmission Ltd. Per : _____ Per : _____
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ATTACHMENT 1

Attached to and Forming Part of Schedule of Service No. •

1.0 DEFINITIONS

1.1 The capitalized terms used in this Attachment 1 have the meanings attributed to them in the General Terms and Conditions of the Tariff unless otherwise defined in this Attachment 1.

2.0 INTRODUCTION

2.1 For Service provided annually during the period commencing January 1 and ending December 31 (the “Year”), Company will determine the FCS Charge, if any, payable by Customer to Company for Service under Rate Schedule FCS.

3.0 Calculation of FCS Charge

- 3.1 Following the completion of each Year, Company will calculate the FCS Charge using the following six steps:
- (i) determine the annual cost of service of the Facilities required to provide Service under the Schedule of Service (“ACS”) as described in paragraph 3.2;
 - (ii) determine the minimum annual volume of gas Company is to measure (“MAV”) at the Delivery Point set out in the Schedule of Service as described in paragraph 3.3;

- (iii) determine the MAV component of the FCS Charge as described in paragraph 3.4;
- (iv) if such Delivery Point, other than a Storage Delivery Point, is associated with a Facility which extends Company's Facilities ("Extension Facility"), determine in accordance with paragraph 3.5 a minimum annual volume of gas Company is to measure ("EAV") at such Delivery Point and as set out in the Schedule of Service under Additional Conditions;
- (v) determine the EAV component of the FCS Charge as described in paragraph 3.6;
and
- (vi) calculate the FCS Charge as described in paragraph 3.7.

3.2 Determination of ACS

The ACS is equal to the sum of the components in paragraphs (i) through (v):

(i) Operating and Maintenance ("O&M")

O&M expense is an estimate of O&M costs of the Facilities used to provide Service under the Schedule of Service under Rate Schedule FCS for the Year, and may vary from Year to Year.

(ii) Municipal Taxes

Municipal tax expense is the actual municipal taxes paid for the Facilities used to provide Service under the Schedule of Service under Rate Schedule FCS for the Year, and may vary from Year to Year.

(iii) Depreciation

Depreciation expense is calculated on a straight-line basis using Company's system average depreciation rates, which may vary from time to time.

(iv) Income Taxes

Income tax expense is calculated on a flow-through basis. The income tax rate used is computed by applying the current combined federal and provincial income tax rates.

(v) Return on Rate Base

Return on rate base is calculated by applying Company's current rate of return to the average of the opening and closing balances in the rate base account related to the Facilities used to provide Service under the Schedule of Service under Rate Schedule FCS for the Year. The rate of return may vary from time to time as determined by Company.

The opening balance in the rate base is equal to the capital cost of the Facilities used to provide Service under the Schedule of Service under Rate Schedule FCS for the Year, less accumulated depreciation, as reflected in the rate base account on the last day of the preceding Year, plus a working capital adjustment.

3.3 Determination of MAV

The MAV will be calculated each Year for each type of Delivery Point as follows:

(i) **Delivery Points other than Storage Delivery Points:**

If Service under Rate Schedule FCS is at a Delivery Point other than a Storage Delivery Point, the MAV will be calculated as follows:

$$\text{MAV} = \frac{\text{ACS}}{2 \times \text{B}}$$

Where:

“B” = the FT-A Rate.

(ii) **Storage Delivery Points:**

If Service under Rate Schedule FCS is at a Storage Delivery Point, the MAV will be calculated as follows:

$$\text{MAV} = \frac{\text{ACS}}{\text{UC}}$$

Where:

“UC” = the firm service unit cost, as determined by Company as the sum of the firm transportation receipt revenue requirement and firm transportation delivery revenue requirement divided by the sum of the FT-R and FT-D billing determinants.

3.4 Determination of the MAV Component of the FCS Charge

The MAV component of the FCS Charge will be calculated each Year for each Schedule of Service as follows:

$$\text{MAV Charge} = \left(\frac{\text{MAV} - \text{C}}{\text{MAV}} \right) \times \text{ACS}$$

Where:

“MAV Charge” = the MAV component of the FCS Charge; and

“C” = the actual volume of gas delivered by Company for Customer, as determined by Company, at the Delivery Point as set out in the Schedule of Service for the Year.

If C is greater than or equal to MAV, the MAV component of the FCS Charge is zero.

3.5 Determination of EAV

If the Delivery Point as set out in the Schedule of Service, other than a Storage Delivery Point, is associated with an Extension Facility, Company and Customer shall determine Customer’s portion of the EAV for such Extension Facility, provided that the aggregate of EAV for all Delivery Points associated with such Extension Facility (“Associated Delivery Points”) is no less than:

- (a) 1,028,350.0 10^3m^3 (36.5 Bcf) per year for a minimum term of three (3) years; or

- (b) 3,085,050.0 10^3m^3 (109.5 Bcf) over a maximum term of five (5) years, provided that at least one of the year's EAV is no less than 1,028,350.0 10^3m^3 (36.5 Bcf).

3.6 Determination of the EAV Component of the FCS Charge

The EAV component of the FCS Charge for a Delivery Point, other than a Storage Delivery Point, will be calculated each Year for each Schedule of Service as follows:

$$\text{EAV Charge} = (D - E) \times S \times R$$

Where:

- “EAV Charge” = the EAV component of the FCS Charge;
- “D” = the aggregate EAV for the Delivery Point and all the Associated Delivery Points as set out in the Schedule of Service for the Year;
- “E” = the aggregate of the actual volume of gas delivered by Company, as measured by Company, at such Delivery Point and Associated Delivery Points for the Year;
- “S” = the Customer's share of the EAV Charge, determined as follows:

$$\left(\frac{\text{EAV} - V}{F} \right)$$

Where:

“V” = the actual volume of gas delivered by Company, as measured by Company, at the Delivery Point and each of the Associated Delivery Points for the Year;

“F” = the aggregate shortfall of such Delivery Point and the Associated Delivery Points, determined by Company as the aggregate of EAV minus V at each Associated Delivery Point for the Year.

If V is greater than or equal to EAV for an Associated Delivery Point, EAV minus V at such Delivery Point or Associated Delivery Point is set to zero; and

“R” = the Average Firm Service Receipt Price as set out in the Table of Rates, Tolls and Charges converted to a daily rate.

If E is greater than or equal to D or if V is greater than EAV for the Delivery Point for such Year, the EAV component of the FCS Charge is zero.

3.7 Calculation of the FCS Charge

The FCS Charge will be calculated each Year for each Schedule of Service as:

- i) the sum of the amounts calculated in accordance with paragraphs 3.4 and 3.6 , for Service under Rate Schedule FCS at a Delivery Point other than a Storage Delivery Point; or
- ii) the amount calculated in accordance with paragraphs 3.4, for Service under Rate Schedule FCS at a Storage Delivery Point.

RATE SCHEDULE OS
OTHER SERVICE

1.0 DEFINITIONS

1.1 The capitalized terms used in this Rate Schedule have the meanings attributed to them in the General Terms and Conditions of the Tariff unless otherwise defined in this Rate Schedule.

2.0 SERVICE DESCRIPTION AND AVAILABILITY

2.1 Subject to the stated terms and conditions, service under Rate Schedule OS shall mean any service Company is prepared to provide that is not available under any other Rate Schedule (the “Service”).

2.2 The Service is available to any Customer that has executed a Service Agreement and Schedule of Service under Rate Schedule OS. A standard form Service Agreement for Service under this Rate Schedule OS is attached.

3.0 CHARGE FOR SERVICE

3.1 OS Charge

Customer shall pay to Company for each Billing Month an amount equal to the sum of all OS Charges applicable to each Schedule of Service under a Service Agreement for Service under Rate Schedule OS.

3.2 Aggregate of Customer's Surcharges

The aggregate of Customer's Surcharges for a Billing Month shall be equal to the sum of all Surcharges set forth in the Table of Rates, Tolls and Charges applicable to each of Customer's Schedules of Service under Rate Schedule OS.

3.3 Aggregate Charge For Service

Customer shall pay for each Billing Month the sum of the amounts calculated in accordance with paragraphs 3.1 and 3.2.

4.0 SERVICE RELEASE

4.1 If Customer desires to release all or any portion of its Service under any Schedule of Service under Rate Schedule OS, Customer shall notify Company of its request to release such Service describing the location and nature of the reduction in Service requested. Company shall not have any obligation to find any Person to assume such Service. If after notice is given to Company a Person is found who agrees to assume such Service, Company may allow Customer to release such Service to the extent that such Service is provided for in a Service Agreement and new Schedule of Service under Rate Schedule OS executed by Company and such Person.

5.0 PAYMENT ON RETIREMENT OF FACILITIES

5.1 In the event that there remains on Company's books of account any net book value in respect of Facilities used in providing Service under any Schedule of Service under this Rate Schedule OS either:

- (i) at the Service Termination Date described in the Schedule of Service in respect of a particular Service; or
- (ii) at the expiry of a period of six (6) months where the Facilities which would be used to provide such Service have not been used; and

Company determines in its sole discretion to retire such Facilities, Customer shall pay to Company within a time determined by Company, an amount equal to the net book value of such Facilities adjusted for all costs and expenses associated with such retirement.

6.0 TERM OF SERVICE

6.1 Term of a Schedule of Service

The term for any Schedule of Service for Service under Rate Schedule OS shall commence on the Billing Commencement Date and terminate on the Service Termination Date.

6.2 Term of Service Agreement

Customer's Service Agreement shall terminate on the latest Service Termination Date of Customer's Schedules of Service under Rate Schedule OS.

7.0 RENEWAL OF SERVICE

7.1 Company may in its sole discretion allow Customer to renew Service under Rate Schedule OS on terms and conditions mutually satisfactory to Company and Customer.

8.0 GENERAL TERMS AND CONDITIONS

8.1 The General Terms and Conditions of the Tariff and the provisions of any Service Agreement for Service under Rate Schedule OS are applicable to Rate Schedule OS to the extent that such terms and conditions and provisions are not inconsistent with this Rate Schedule.

SERVICE AGREEMENT
RATE SCHEDULE OS

BETWEEN:

NOVA Gas Transmission Ltd., a body corporate having an office in
Calgary, Alberta (“Company”)

- and -

•, a body corporate having an office in •, • (“Customer”)

IN CONSIDERATION of the premises and the covenants and agreements in this Service Agreement, the parties covenant and agree as follows:

1. Customer acknowledges receipt of a current copy of the Tariff.
2. The capitalized terms used in this Service Agreement have the meanings attributed to them in the General Terms and Conditions of the Tariff, unless otherwise defined in this Service Agreement.
3. Customer requests and Company agrees to provide Service pursuant to Rate Schedule OS in accordance with the attached Schedules of Service. The Service will commence on the Billing Commencement Date and will terminate, subject to the provisions in this Service Agreement, on the Service Termination Date.

-
4. Customer agrees to pay to Company for each Billing Month, for all Service rendered under this Service Agreement, an amount equal to the aggregate charges for Service described in Rate Schedule OS.

 5. Customer shall:
 - (a) provide such assurances and information as Company may reasonably require respecting any Service to be provided pursuant to this Rate Schedule OS including, without limiting the generality of the foregoing, an assurance that all necessary arrangements have been made among Customer, producers of gas for Customer, purchasers of gas from Customer and any other Person relating to such Service, including all gas purchase, gas sale, operating, processing and common stream arrangements; and

 - (b) at Company's request provide Company with an assurance that Customer has provided the Person operating facilities upstream of any Receipt Point or downstream of any Delivery Point in respect of which Customer has the right to receive service with all authorizations necessary to enable such Person to provide Company with all data and information reasonably requested by Company for the purpose of allocating volumes of gas received or delivered by Company among Company's Customers and to bind Customer in respect of all such data and information provided.

If Customer fails to provide such assurances and information forthwith following request by Company from time to time, Company may at its option, to be exercised by notice to Customer, suspend the Service to which such assurances and information relate until such time as Customer provides the assurances and information requested, provided however that any such suspension of Service shall not relieve Customer from any obligation to pay any rate, toll, charge or other amount payable to Company.

6. Every notice, request, demand, statement, bid or bill (for the purpose of this paragraph, collectively referred to as “Notice”) provided for in Rate Schedule OS, this Service Agreement and the General Terms and Conditions, or any other Notice which either Company or Customer may desire to give to the other, shall be in writing and each of them and every payment provided for shall be directed to the Person to whom given, made or delivered at such Person's address as follows:

Customer:

-
-
-

Attention: •

Fax: •

Company:

-
-
-

Attention: Customer Account Representative

Fax: •

Notice may be given by fax or other telecommunication 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) business days after mailing, Saturdays, Sundays and statutory holidays excepted. In the event of disruption of regular mail, every payment not made electronically shall be personally delivered, and any other Notice shall be given by one of the other stated means.

Any Notice for the matters listed in the Notice Schedule for Electronic Commerce in Appendix "F" of the Tariff shall be given via EBB. Company shall not accept or provide any such Notice for those matters listed in Appendix "F" via any other alternative means, unless the EBB is inoperative or Customer is unable to establish connection with the EBB, in which case Notice shall be given by any other alternative means set out herein. Any Notice given by the EBB shall be deemed to be given one (1) hour after transmission.

Any Notice may also be given by telephone followed immediately by EBB, fax, personal delivery, courier or prepaid mail, and any Notice so given shall be deemed to have been given as of the date and time of the telephone notice.

7. The terms and conditions of Rate Schedule OS, the General Terms and Conditions and Schedule of Service under Rate Schedule OS are by this reference incorporated into and made a part of this Service Agreement.

IN WITNESS WHEREOF the parties have executed this Service Agreement by their proper signing officers duly authorized in that behalf all as of the • day of •, •.

•

Per: _____

NOVA Gas Transmission Ltd.

Per : _____

Per: _____

Per : _____

**SCHEDULE OF SERVICE
RATE SCHEDULE OS**

CUSTOMER: •

Schedule of Service Number	Service Description	Facility Number and Name	Facility Function	Legal Description	OS Charge	Service Termination Date	Additional Conditions
•	•	• •	•	•	•	•	•

THIS SCHEDULE FORMS PART OF THE SERVICE AGREEMENT DATED • AND SHALL BE DEEMED TO BE ATTACHED THERETO.

• NOVA Gas Transmission Ltd.
 Per: _____ Per : _____
 Per: _____ Per : _____

RATE SCHEDULE CO₂
CO₂ MANAGEMENT SERVICE

1.0 DEFINITIONS

1.1 The capitalized terms used in this Rate Schedule have the meanings attributed to them in the General Terms and Conditions of the Tariff unless otherwise defined in this Rate Schedule.

2.0 SERVICE DESCRIPTION AND AVAILABILITY

2.1 Subject to the stated terms and conditions, service under Rate Schedule CO₂ shall mean the receipt of gas by Company which contains more than two (2) percent by volume of carbon dioxide from Customer at Customer's Receipt Point (the "Service").

2.2 Subject to paragraph 5.2, the Service is available to any Customer that has executed a Service Agreement and Schedule of Service under Rate Schedule CO₂. A standard form Service Agreement for Service under this Rate Schedule CO₂ is attached.

3.0 PRICING

3.1 Subject to paragraphs 3.2 and 3.3, the rate used in calculating Customer's monthly charge under each of Customer's Schedules of Service for Service under Rate Schedule CO₂ is the CO₂ Rate.

3.2 If the sum of the volume of gas received by Company at a Receipt Point under all Schedules of Service for Service under any Rate Schedule for a Billing Month divided by the number of days in such Billing month is:

- (i) less than 704.3 10³m³/d the CO₂ Rate shall be the Tier 1 CO₂ Rate;
- (ii) at least 704.3 10³m³/d but no greater than 1,408.7 10³m³/d the CO₂ Rate shall be the Tier 2 CO₂ Rate; and
- (iii) greater than 1,408.7 10³m³/d the CO₂ Rate shall be the Tier 3 CO₂ Rate.

3.3 Notwithstanding paragraph 3.2, if at any time prior to providing the Service or upon any renewal of such Service Company determines that the applicable Tier 2 or Tier 3 CO₂ Rate is insufficient to cover the cost of providing such Service to Customer, Company shall be entitled to provide such Service at a higher Tier CO₂ Rate. If the Tier 1 CO₂ Rate is insufficient to cover the cost of providing such Service to Customer, Company shall be entitled to charge a Surcharge, as determined by Company, applicable to each of Customer's Schedules of Service under Rate Schedule CO₂ in addition to the Tier 1 CO₂ Rate.

4.0 CHARGE FOR SERVICE

4.1 Aggregate of Customer's Monthly Charges

The aggregate of Customer's monthly charges for a Billing Month for Service under Rate Schedule CO₂ shall be equal to the sum of the monthly charges for each of Customer's Schedules of Service under Rate Schedule CO₂, determined as follows:

$$MC = A \times B$$

Where:

"MC" = the monthly charge applicable to such Schedule of Service;

“A” = the CO₂ Rate applicable to such Schedule of Service for such Billing Month; and

“B” = the CO₂ Volume for such Billing month applicable to such Schedule of Service.

4.2 Aggregate of Customer’s Surcharges

The aggregate of Customer’s Surcharges for a Billing Month shall be equal to the sum of all Surcharges set forth in the Table of Rates, Tolls and Charges applicable to each of Customer’s Schedules of Service under Rate Schedule CO₂.

4.3 Aggregate Charge For Service

Customer shall pay for each Billing Month the sum of the amounts calculated in accordance with paragraphs 4.1 and 4.2.

5.0 TERM OF SERVICE

5.1 Term of a Schedule of Service

The term of any Schedule of Service for Service under Rate Schedule CO₂ shall be the term agreed to by Company and Customer provided that the term shall be a minimum of one (1) year and shall terminate on the last day of March in any such year.

5.2 Suspension of Schedule of Service

Company may in its sole discretion suspend Customer’s Service under any Schedule of Service for Service under Rate Schedule CO₂ if Company determines at any time that:

- (i) continuation of such Service may cause injury, damage to or interfere with the operation or integrity of the Facilities; or
- (ii) carbon dioxide extraction service is no longer available to Company on terms and conditions satisfactory to Company; or
- (iii) the gas received by Company from Customer at Customer's Receipt Point exceeds the Maximum Carbon Dioxide Volume applicable to such Schedule of Service.

5.3 Notification of Suspension of Service

If Company determines to suspend Customer's Service under any Schedule of Service for Service under Rate Schedule CO₂ pursuant to paragraph 5.2, Company shall provide to Customer at least seven (7) days prior written notice of such suspension, provided however that any such suspension shall not relieve Customer from any obligation to pay any rate, toll, charge or other amount payable to Company.

5.4 Term of Service Agreement

Customer's Service Agreement shall terminate on the latest Service Termination Date of Customer's Schedules of Service for Service under Rate Schedule CO₂.

6.0 TRANSFER OF SERVICE

- 6.1** A Customer entitled to receive Service under Rate Schedule CO₂ shall not be entitled to transfer all or any portion of Service under Rate Schedule CO₂ to any other Receipt Point.

7.0 RENEWAL OF SERVICE

7.1 Company may in its sole discretion allow Customer to renew Service under Rate Schedule CO₂ on terms and conditions mutually satisfactory to Company and Customer.

7.2 Renewal Notification

Customer shall advise Company of its desire to renew all or any portion of Service under a Schedule of Service under Rate Schedule CO₂ by providing written notice to Company of such desire for renewal at least six (6) months prior to the Service Termination Date. If Customer does not provide such notice, the Service shall expire on the Service Termination Date.

Any renewal of Service is subject to the Financial Assurances provisions in Article 10 of the General Terms and Conditions

8.0 APPLICATION FOR SERVICE

8.1 Applications for Service under this Rate Schedule CO₂ shall be in such form as Company may prescribe from time to time.

9.0 GENERAL TERMS AND CONDITIONS

The General Terms and Conditions of the Tariff and the provisions of any Service Agreement for Service under Rate Schedule CO₂ are applicable to Rate Schedule CO₂ to the extent that such terms and conditions and provisions are not inconsistent with this Rate Schedule.

**SERVICE AGREEMENT
RATE SCHEDULE CO₂**

BETWEEN:

NOVA Gas Transmission Ltd., a body corporate having an office in
Calgary, Alberta (“Company”)

- and -

•, a body corporate having an office in •, • (“Customer”)

IN CONSIDERATION of the premises and the covenants and agreements in this Service Agreement, the parties covenant and agree as follows:

1. Customer acknowledges receipt of a current copy of the Tariff.
2. The capitalized terms used in this Service Agreement have the meanings attributed to them in the General Terms and Conditions of the Tariff, unless otherwise defined in this Service Agreement.
3. Customer requests and Company agrees to provide Service pursuant to Rate Schedule CO₂ in accordance with the attached Schedules of Service. The Service will commence on the Billing Commencement Date and will terminate, subject to the provisions of this Service Agreement, on the Service Termination Date.

4. Customer agrees to pay to Company each Billing Month, for all Service rendered under this Service Agreement, an amount equal to the aggregate charges for Service described in Rate Schedule CO₂.

5. Customer shall:
 - (a) provide such assurances and information as Company may reasonably require respecting any Service to be provided pursuant to this Rate Schedule CO₂ including, without limiting the generality of the foregoing, an assurance that necessary arrangements have been made among Customer, producers of gas for Customer, purchasers of gas from Customer and any other Person relating to such Service, including all gas purchase, gas sale, operating, processing and common stream arrangements; and

 - (b) at Company's request provide Company with an assurance that Customer has provided the Person operating facilities upstream of any Receipt Point in respect of which Customer has the right to receive service with all authorizations necessary to enable such Person to provide Company with all data and information reasonably requested by Company for the purpose of allocating volumes of gas received by Company among Company's Customers and to bind Customer in respect of all such data and information provided.

If Customer fails to provide such assurances and information forthwith following request by Company, from time to time, Company may at its option, to be exercised by notice to Customer, suspend the Service to which such assurances and information relate until such time as Customer provides the assurances and information requested, provided however that any such suspension of Service shall not relieve Customer from any obligation to pay any rate, toll, charge or other amount payable to Company.

- 6. Customer acknowledges that the Facilities have been designed based on certain assumptions and forecasts described each year in Company's Annual Plan, and that interruption and curtailment of Service may occur if the aggregate gas volume actually received or the aggregate gas volume actually delivered at the Facilities is different than forecast.

- 7. Every notice, request, demand, statement, bid or bill (for the purpose of this paragraph, collectively referred to as "Notice") provided for in Rate Schedule CO₂, this Service Agreement and the General Terms and Conditions, or any other Notice which either Company or Customer may desire to give to the other, shall be in writing and each of them and every payment provided for shall be directed to the Person to whom given, made or delivered at such Person's address as follows:

Customer:

-
-
-
- Attention: •
- Fax: •

Company:

-
-
-
- Attention: Customer Account Representative
- Fax: •

Notice may be given by fax or other telecommunication 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) business days after mailing, Saturdays, Sundays and statutory holidays excepted. In the event of disruption of regular mail, every payment not made electronically shall be personally delivered, and any other Notice shall be given by one of the other stated means.

Any Notice for the matters listed in the Notice Schedule for Electronic Commerce in Appendix "F" of the Tariff shall be given via EBB. Company shall not accept or provide any such Notice for those matters listed in Appendix "F" via any other alternative means, unless the EBB is inoperative or Customer is unable to establish connection with the EBB, in which case Notice shall be given by any other alternative means set out herein. Any Notice given by the EBB shall be deemed to be given one (1) hour after transmission.

Any Notice may also be given by telephone followed immediately by EBB, fax, personal delivery, courier or prepaid mail, and any Notice so given shall be deemed to have been given as of the date and time of the telephone notice.

- 8.** The terms and conditions of Rate Schedule CO₂, the General Terms and Conditions and Schedule of Service under Rate Schedule CO₂ are by this reference incorporated into and made a part of this Service Agreement.

IN WITNESS WHEREOF the parties have executed this Service Agreement by their proper signing officers duly authorized in that behalf all as of the • day of •, •.

•

NOVA Gas Transmission Ltd.

Per:

Per :

Per:

Per :

**SCHEDULE OF SERVICE
RATE SCHEDULE CO₂**

CUSTOMER: •

Schedule of Service Number	Receipt Point Number and Name	Legal Description	Maximum Carbon Dioxide Volume	Service Termination Date	Additional Conditions
• • •		•	•	•	•

THIS SCHEDULE FORMS PART OF THE SERVICE AGREEMENT DATED • AND SHALL BE DEEMED TO BE ATTACHED THERETO.

•
Per: _____

NOVA Gas Transmission Ltd.
Per : _____

Per: _____

Per : _____

RATE SCHEDULE PT
PRESSURE / TEMPERATURE SERVICE

1.0 DEFINITIONS

1.1 The capitalized terms used in this Rate Schedule have the meanings attributed to them in the General Terms and Conditions of the Tariff unless otherwise defined in this Rate Schedule.

2.0 SERVICE DESCRIPTION AND AVAILABILITY

2.1 Subject to the stated terms and conditions, service under Rate Schedule PT shall mean:

- (i) the increase or decrease in the pressure at which Company may receive from or deliver gas to Customer, as requested by Customer; and
- (ii) the increase or decrease in the temperature at which Company may receive from or deliver gas to Customer, as requested by Customer;

(the “Service”) provided such Service shall be subject to the terms and conditions of any other Service and the Tariff.

2.2 The Service is available to any Customer that has executed a Service Agreement and Schedule of Service under Rate Schedule PT provided that Company is satisfied in its sole discretion that any objection received by Company with respect to such Service has been resolved. A standard form Service Agreement for Service under this Rate Schedule PT is attached.

2.3 Notwithstanding the provisions of article 5.0, Company shall not be required to construct or install Facilities for any Service under Rate Schedule PT.

3.0 PRICING

- 3.1** The rate used in calculating Customer's monthly PT charge under each of Customer's Schedules of Service for Service under Rate Schedule PT is the PT Rate applicable to such Schedule of Service.
- 3.2** The rate used in calculating Customer's monthly charge for Company's gas requirements under each of Customer's Schedules of Service for Service under Rate Schedule PT is the PT Gas Rate applicable to such Schedule of Service.

4.0 CHARGE FOR SERVICE

4.1 Aggregate of Customer's Monthly PT Charges

The aggregate of Customer's monthly charges for a Billing Month for Service under Rate Schedule PT shall be equal to the sum of the monthly charges calculated for each of Customer's Schedules of Service under Rate Schedule PT determined as follows:

$$MC = A \times B$$

Where:

- "MC" = the monthly charge applicable to such Schedule of Service;
- "A" = the PT Rate applicable to such Schedule of Service; and
- "B" = the number of days in the month preceding such Billing Month as determined by Company that Company provided Service to Customer under such Schedule of Service.

4.2 Aggregate of Customer's Monthly Charges for Company's Gas Requirements

The aggregate of Customer's charges for Company's gas requirements in a Billing Month for Service under Rate Schedule PT shall be equal to the sum of the monthly charges for Company's gas requirements for each Schedule of Service under Rate Schedule PT determined as follows:

$$GR = B \times R \times P$$

Where:

"GR" = the monthly charge for Company's gas requirements under such Schedule of Service;

"B" = the number of days in the month preceding such Billing Month as determined by Company that Company provided Service to Customer under such Schedule of Service.

"R" = the PT Gas Rate applicable to such Schedule of Service; and

"P" = Company's Gas Use Price.

4.3 Aggregate of Customer's Surcharges

The aggregate of Customer's Surcharges for a Billing Month shall be equal to the sum of all Surcharges set forth in the Table of Rates, Tolls and Charges applicable to each of Customer's Schedules of Service under Rate Schedule PT.

4.4 Aggregate Charge For Service

Customer shall pay for each Billing Month the sum of the amounts calculated in accordance with paragraphs 4.1, 4.2 and 4.3.

5.0 NEW FACILITIES

5.1 If Company determines at its sole discretion that new or modified Facilities are required in order for Company to provide Service, Customer shall provide a full contribution in aid of construction amount as determined by Company.

6.0 TERM OF SERVICE

6.1 Term of a Schedule of Service

The term for any Schedule of Service for Service under Rate Schedule PT shall be the term requested by Customer provided that the term is a minimum of one (1) month.

6.2 Term of Service Agreement

Customer's Service Agreement shall terminate on the latest Service Termination Date of Customer's Schedules of Service under Rate Schedule PT.

7.0 TRANSFER OF SERVICE

7.1 Customer shall not be entitled to transfer all or any portion of Service under Rate Schedule PT to any other Receipt Point or Delivery Point.

8.0 RENEWAL OF SERVICE

8.1 Customer shall not be entitled to renew all or any portion of Service under a Schedule of Service under Rate Schedule PT.

9.0 AMENDMENT, SUSPENSION OR TERMINATION OF SERVICE**9.1 Suspension or Termination of a Schedule of Service by Customer**

Customer may suspend or terminate Service under a Schedule of Service under Rate Schedule PT provided Customer has notified Company in writing of its request for such suspension or termination and Company consents to such request, such consent shall not be unreasonably withheld by Company. Any such suspension or termination of Service shall not relieve Customer from any obligation to pay any rate, toll, charge or other amount payable to Company.

9.2 Amendment, Suspension or Termination of Schedule of Service by Company

Company may in its sole discretion amend, suspend or terminate Customer's Service under any Schedule of Service for Service under Rate Schedule PT if Company determines at any time that:

- (i) an adjustment is required to the PT Rate or the PT Gas Rate;
- (ii) capacity in the Facilities is required by Company to provide Service under any other Rate Schedules;
- (iii) continuation of such Service may cause injury, damage to or interfere with the operation or integrity of the Facilities; or
- (iv) Company is satisfied in its sole discretion that an objection received by Company at any time and from time to time with respect to such Service can not be resolved.

Company may in its sole discretion immediately terminate a Customer's Service under any Schedule of Service under Rate Schedule PT if such Service has been suspended for a period of 12 months or longer.

10.0 PAYMENT FOR FACILITIES ON TERMINATION

10.1 At the Service Termination Date described in the Schedule of Service, if Company determines in its sole discretion to retire or modify such Facilities constructed or modified pursuant to article 5.0, Customer shall pay to Company within a time determined by Company an amount equal to all costs and expenses associated with such retirement or modification.

11.0 GENERAL TERMS AND CONDITIONS

11.1 The General Terms and Conditions of the Tariff and the provisions of any Service Agreement for Service under Rate Schedule PT are applicable to Rate Schedule PT. In the event that there is any inconsistency between any term, condition or provision of the Tariff and this Rate Schedule PT, the term, condition and provision of the Tariff shall prevail.

SERVICE AGREEMENT
RATE SCHEDULE PT

BETWEEN:

NOVA Gas Transmission Ltd., a body corporate having an office in
Calgary, Alberta (“Company”)

- and -

•, a body corporate having an office in •, • (“Customer”)

IN CONSIDERATION of the premises and the covenants and agreements in this Service Agreement, the parties covenant and agree as follows:

1. Customer acknowledges receipt of a current copy of the Tariff.
2. The capitalized terms used in this Service Agreement have the meanings attributed to them in the General Terms and Conditions of the Tariff, unless otherwise defined in this Service Agreement.
3. Customer requests and Company agrees to provide Service pursuant to Rate Schedule PT in accordance with the attached Schedules of Service. The Service will commence on the Billing Commencement Date and will terminate, subject to the provisions in this Service Agreement, on the Service Termination Date.
4. Customer agrees to pay to Company for each Billing Month, for all Service rendered under this Service Agreement, an amount equal to the aggregate charges for Service described in Rate Schedule PT.

5. Customer shall:
- (a) provide such assurances and information as Company may reasonably require respecting any Service to be provided pursuant to this Rate Schedule PT including, without limiting the generality of the foregoing, an assurance that all necessary arrangements have been made among Customer, producers of gas for Customer, purchasers of gas from Customer and any other Person relating to such Service, including all gas purchase, gas sale, operating, processing and common stream arrangements; and
 - (b) at Company's request provide Company with an assurance that Customer has provided the Person operating facilities upstream of any Receipt Point or downstream of any Delivery Point in respect of which Customer has the right to receive service with all authorizations necessary to enable such Person to provide Company with all data and information reasonably requested by Company for the purpose of allocating volumes of gas received or delivered by Company among Company's Customers and to bind Customer in respect of all such data and information provided.

If Customer fails to provide such assurances and information forthwith following request by Company from time to time, Company may at its option, to be exercised by notice to Customer, suspend the Service to which such assurances and information relate until such time as Customer provides the assurances and information requested, provided however that any such suspension of Service shall not relieve Customer from any obligation to pay any rate, toll, charge or other amount payable to Company.

6. Every notice, request, demand, statement, bid or bill (for the purpose of this paragraph, collectively referred to as "Notice") provided for in Rate Schedule PT, this Service Agreement and the General Terms and Conditions, or any other Notice which either Company or Customer may desire to give to the other, shall be in writing and each of

them and every payment provided for shall be directed to the Person to whom given, made or delivered at such Person's address as follows:

Customer:

-
-
-

Attention: •

Fax: •

Company:

-
-
-

Attention: Customer Account Representative

Fax: •

Notice may be given by fax or other telecommunication 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) business days after mailing, Saturdays, Sundays and statutory holidays excepted. In the event of disruption of regular mail, every payment not made electronically shall be personally delivered, and any other Notice shall be given by one of the other stated means.

Any Notice for the matters listed in the Notice Schedule for Electronic Commerce in Appendix "F" of the Tariff shall be given via EBB. Company shall not accept or provide

any such Notice for those matters listed in Appendix "F" via any other alternative means, unless the EBB is inoperative or Customer is unable to establish connection with the EBB, in which case Notice shall be given by any other alternative means set out herein. Any Notice given by the EBB shall be deemed to be given one (1) hour after transmission.

Any Notice may also be given by telephone followed immediately by EBB, fax, personal delivery, courier or prepaid mail, and any Notice so given shall be deemed to have been given as of the date and time of the telephone notice.

- 7. The terms and conditions of Rate Schedule PT, the General Terms and Conditions and Schedule of Service under Rate Schedule PT are by this reference incorporated into and made a part of this Service Agreement.

IN WITNESS WHEREOF the parties have executed this Service Agreement by their proper signing officers duly authorized in that behalf all as of the • day of •, •.

•
Per: _____

NOVA Gas Transmission Ltd.
Per : _____

Per: _____

Per : _____

**SCHEDULE OF SERVICE
RATE SCHEDULE PT**

CUSTOMER:

SERVICE DESCRIPTION:

Schedule of Service Number	Facility Number and Name	Legal Description	PT Rate \$/d	PT Gas Rate 10 ³ m ³ /d	Service Termination Date	Additional Conditions
----------------------------	--------------------------	-------------------	--------------	---	--------------------------	-----------------------

THIS SCHEDULE FORMS PART OF THE SERVICE AGREEMENT DATED • AND SHALL BE DEEMED TO BE ATTACHED THERETO.

NOVA Gas Transmission Ltd.

Per: _____

Per : _____

Per: _____

Per : _____

GENERAL TERMS AND CONDITIONS

Article	Title	Page
1.0	Definitions	2
2.0	Measuring Equipment	18
3.0	Gas Quality	20
4.0	Measurement	22
5.0	Billing And Payment	24
6.0	Possession And Control	26
7.0	Gas Pressures	27
8.0	Gas Used, Gas Lost And Measurement Variance	27
9.0	Delivery Obligation	28
10.0	Financial Assurances	31
11.0	Interruptions And Curtailments	33
12.0	Force Majeure	35
13.0	Indemnification	37
14.0	Exchange Of Information	39
15.0	Miscellaneous Provisions	40

GENERAL TERMS AND CONDITIONS**1.0 DEFINITIONS**

In this Tariff:

- 1.1** “Act” shall mean the ~~Gas Utilities Act, R.S.A. 1980, c. G-4, as amended~~National Energy Board Act.
- 1.2** “Alberta Delivery Point” shall mean the point in Alberta where gas that is not to be removed from Alberta is delivered to Customer by Company under a Schedule of Service.
- 1.3** “Annual Plan” shall mean a document submitted annually to the Board by Company outlining the Company’s planned Facility additions and major modifications.
- 1.4** “Banking Day” shall mean any day that the Royal Bank of Canada, Main Branch, Calgary, Canada, or other financial institutions agreed to by Company, conducts business.
- 1.5** “Billing Commencement Date” shall mean the earlier of:
- (a) the Ready for Service Date; and
 - (b) the date Company commences to provide Service to Customer pursuant to a Service Agreement or Schedule of Service.
- 1.6** “Billing Month” shall mean that month which immediately precedes the month in which Company is required to provide a bill for Service.
- 1.7** “Board” shall mean the ~~Alberta Energy and Utilities~~National Energy Board.
- 1.8** “Central Clock Time” or “CCT” shall mean the clock time in the Central Zone.
- 1.9** “Closing Date” shall mean the date an open season ends as posted by Company.

1.10 “CO₂ Volume” shall mean the portion of the total excess volume of carbon dioxide allocated by a CSO to a Customer at a particular Receipt Point for any month under a Schedule of Service for Service under Rate Schedule CO₂. The total excess volume of carbon dioxide at a Receipt Point for any month shall be determined by Company as follows:

$$\text{Total Excess CO}_2 \text{ Volume} = A \times (B - C)$$

Where:

- “A” = the total volume of gas received by Company at such Receipt Point;
- “B” = the percentage of carbon dioxide by volume of gas received as determined by Company at such Receipt Point; and
- “C” = two (2) percent.

If “B” is less than or equal to “C”, the Total Excess CO₂ Volume shall be zero.

1.11 “CO₂ Rate” shall mean the CO₂ Rate in the Table of Rates, Tolls and Charges which has been fixed by Company or the Board for Service under Rate Schedule CO₂.

1.12 “Common Stream Operator” or “CSO” shall mean the person who, with respect to a Receipt Point:

- (i) provides Company with the estimates of Flow at the Receipt Point;
- (ii) provides Company with the allocation of the estimated Flow and Total Quantity for the Receipt Point to each Customer receiving Service at the Receipt Point; and
- (iii) accepts Nominations made by Company on behalf of Customers and confirms the availability of gas to meet Customer’s Nominations.

1.13 “Company” shall mean NOVA Gas Transmission Ltd. and any successor to it.

- 1.14** “Company’s Gas Use Price” shall mean the monthly weighted average of the “AECO/NGX Intra-Alberta Same Day Index Values” for every day of the month recorded by the Natural Gas Exchange Inc. (or its successor) as published on its website (or any replacement thereof) for the Billing Month multiplied by the average heating value of all physical gas received by Company for the Billing Month.
- 1.15** “Connecting Pipeline Operator” or “CPO” shall mean the person who, with respect to a Delivery Point, places Nominations with Company on behalf of Customers.
- 1.16** “Criteria for Determining Primary Term” shall mean the procedure for determining the Primary Term, as set out in Appendix “E” of the Tariff.
- 1.17** “Cubic Metre of Gas” shall mean that quantity of gas which, at a temperature of fifteen (15) degrees Celsius and at an absolute pressure of one hundred one and three hundred twenty-five thousandths (101.325) kiloPascals occupies a volume of one cubic metre.
- 1.18** “Customer” shall mean any Person named as a Customer in a Service Agreement or Schedule of Service.
- 1.19** “Customer Account” shall mean an account established by Company for Customer to record Customer’s transactions related to Service under one or more Rate Schedules.
- 1.20** “Customer’s Inventory” shall mean, for each Customer Account at a given time on a day, an estimated energy amount determined by Company as follows:

$$CI = (A + B) - (C + D) - E \pm F$$

Where:

“CI” = the Customer’s Inventory;

“A” = the gas received by Company from Customer at all of Customer’s Receipt Points;

-
- “B” = the gas received by Customer from another Customer through title transfers;
- “C” = the gas delivered by Company to Customer at all of Customer’s Delivery Points;
- “D” = the gas delivered by Customer to another Customer through title transfers;
- “E” = the gas allocated to Customer for Gas Used, Gas Lost, and Measurement Variance; and
- “F” = the daily recovery of Customer’s Inventory imbalance as a result of:
- (i) any differences in measurement or allocations between the daily estimated gas received by Company from Customer at all of Customer’s Receipt Points and the month end actual quantity of gas received by Company from Customer at such Receipt Points;
 - (ii) any differences in measurement or allocations between the daily estimated quantity of gas delivered by Company to Customer at all of Customer’s Delivery Points and the month end actual gas delivered by Company to Customer at such Delivery Points;
 - (iii) any corrections due to measurement or allocations of gas for any prior months; and
 - (iv) Company’s administration of Customer’s Inventory at month end pursuant to paragraphs 8.2 and 8.3 in Appendix “D” of the Tariff.

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- 1.21** “Daily Open Season” shall have the meaning attributed to it in subparagraph 2.6.1 of Appendix “A” of the Tariff.
- 1.22** “Daily Open Season Bid Form” shall have the meaning attributed to it in subparagraph 2.6.2(a) of Appendix “A” of the Tariff.
- 1.23** “Day” shall mean a period of twenty-four (24) consecutive hours, beginning and ending at eight hours (08:00) Mountain Standard Time.
- 1.24** “Delivery Demand Charge” shall have the meaning attributed to it in subparagraph 4.2.2 (ii) of Rate Schedule LRS.
- 1.25** “Delivery Point” shall mean the point where gas may be delivered to Customer by Company under a Schedule of Service and shall include but not be limited to Export Delivery Point, Alberta Delivery Point, Extraction Delivery Point and Storage Delivery Point.
- 1.26** “EBB” shall mean Company’s electronic bulletin board.
- 1.27** “Effective LRS Rate” shall mean the Effective LRS Rate set forth in the Table of Rates, Tolls and Charges which has been fixed by Company or the Board for Service under Rate Schedule LRS.
- 1.28** “Eligible LRS Contract Demand” shall have the meaning attributed to it in subparagraph 4.2.1 of Rate Schedule LRS.
- 1.29** “Eligible LRS-3 Contract Demand” shall have the meaning attributed to it in subparagraph 4.2.1 of Rate Schedule LRS-3.
- 1.30** “Eligible LRS-2 Volume” shall have the meaning attributed to it in subparagraph 4.3.2 of Rate Schedule LRS-2.
- 1.31** “Eligible Points to Point Volume” shall mean for each Schedule of Service under Rate Schedule FT-P, the lesser of:

- (i) the sum of each Points to Point Contract Demand in effect for all or a portion of the Billing Month multiplied by the number of days that the Customer was entitled to such Points to Point Contract Demand under such Schedule of Service in such month;
- (ii) the actual volume of gas received by Company from Customer at the Receipt Points under such Schedule of Service; or
- (iii) the actual volume of gas delivered by Company to Customer at the Alberta Delivery Point under such Schedule of Service.

1.32 “ERC Adjustment” shall have the meaning attributed to it in Appendix “G” of the tariff.

1.33 “ERC Event” shall have the meaning attributed to it in Appendix “G” of the Tariff.

1.34 “Existing Capacity” shall have the meaning attributed to it in paragraph 2.1 of Appendix “A” of the Tariff.

1.35 Existing Capacity Open Season” shall have the meaning attributed to it in paragraph 2.1 of Appendix “A” of the Tariff.

1.36 “Expansion Capacity” shall have the meaning attributed to it in paragraph 3.1 of Appendix “A” of the Tariff.

1.37 “Expansion Capacity Open Season” shall have the meaning attributed to it in paragraph 3.1 of Appendix “A” of the Tariff.

1.38 “Expansion Closing Date” shall have the meaning attributed to it in subparagraph 3.1(c) of Appendix “A” of the Tariff.

1.39 “Export Delivery Contract Demand” shall mean the maximum quantity of gas, expressed in GJ or as converted to GJ pursuant to paragraph 15.12, Company may be required to deliver to Customer at the Export Delivery Point on any Day, as set forth in the Schedule of Service.

1.40 “Export Delivery Point” shall mean any of the following points where gas is delivered to a Customer for removal from Alberta under a Schedule of Service:

Alberta-British Columbia Border

Alberta-Montana Border

Boundary Lake Border

Cold Lake Border

Demmitt #2 Interconnect

Empress Border

Gordondale Border

McNeill Border

Unity Border

1.41 “Extraction Delivery Point” shall mean the point in Alberta where gas may be delivered to the Extraction Plant by Company for Customer under a Schedule of Service.

1.42 “Extraction Plant” shall mean a facility connected to the Facilities where Gas liquids are extracted.

1.43 “Extraction Receipt Point” shall mean the point in Alberta where gas may be received from the Extraction Plant by Company for Customer under a Schedule of Service.

1.44 “Facilities” shall mean Company’s pipelines and other facilities or any part or parts thereof for the receiving, gathering, treating, transporting, storing, distributing, exchanging, handling or delivering of gas.

1.45 “Financial Assurance” shall have the meaning attributed to it in paragraph 10.1.

1.46 “Flow” shall mean, with respect to a Receipt Point, the rate in $10^3\text{m}^3/\text{d}$ or GJ/d, as the case may be, that gas is being delivered into Company’s Facilities through such Receipt Point at any point in time and means with respect to a Delivery Point, the rate in $10^3\text{m}^3/\text{d}$

or GJ/d, as the case may be, that gas is being delivered off Company's Facilities through such Delivery Point at any point in time.

- 1.47** "FT-A Rate" shall mean the FT-A Rate in the Table of Rates, Tolls and Charges which has been fixed by Company or the Board for Service under Rate Schedule FT-A.
- 1.48** "FT-D Demand Rate" shall mean the FT-D Demand Rate in the Table of Rates, Tolls and Charges which has been fixed by Company or the Board for Service under Rate Schedule FT-D.
- 1.49** "FT-DW Bid Price" shall have the meaning attributed to it in article 3.0 of Rate Schedule FT-DW.
- 1.50** "FT-DW Capacity" shall have the meaning attributed to it in paragraph 4.1 of Appendix "A" of the Tariff.
- 1.51** "FT-DW Open Season" shall have the meaning attributed to it in paragraph 4.1 of Appendix "A" of the Tariff.
- 1.52** "FT-P Customer Account" shall mean an account established by Company for Customer to record Customer's transactions related to Service under Rate Schedule FT-P.
- 1.53** "FT-P Demand Rate" shall mean the FT-P Demand Rate for the distance between the particular Receipt Points and the particular Alberta Delivery Point in the Table of Rates, Tolls and Charges which has been fixed by Company or the Board for Service under Rate Schedule FT-P.
- 1.54** "FT-R Demand Rate" shall mean the FT-R Demand Rate for a particular Receipt Point in the Table of Rates, Tolls and Charges which has been fixed by Company or the Board for Service under Rate Schedule FT-R.

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- 1.55** “FT-RN Demand Rate” shall mean the FT-RN Demand Rate in the Table of Rates, Tolls and Charges which has been fixed by Company or the Board for Service under Rate Schedule FT-RN for a particular Receipt Point.
- 1.56** “Gas” or “gas” shall mean all natural gas both before and after it has been subjected to any treatment or process by absorption, purification, scrubbing or otherwise, and includes all fluid hydrocarbons other than hydrocarbons that can be recovered from a pool in liquid form by ordinary production methods.
- 1.57** “GIA” shall mean the Electricity and Gas Inspection Act, R.S.C. 1985, c. E-4, as amended, and all Regulations issued pursuant to it.
- 1.58** “Gas Lost” shall mean that quantity of gas determined by Company to be the aggregate of:
- (i) the total quantity of gas lost as a result of a Facilities rupture or leak; and
 - (ii) any Customer’s Inventory that Company reasonably determines to be unrecoverable.
- 1.59** “Gas Used” shall mean that quantity of gas determined by Company to be the total quantity of gas used by Company in the operation, maintenance and construction of the Facilities.
- 1.60** “Gas Year” shall mean a period of time beginning at eight hours (08:00) Mountain Standard Time on the first day of November in any year and ending at eight hours (08:00) Mountain Standard Time on the first day of November of the next year.
- 1.61** “GJ” shall mean gigajoule, or one billion joules.
- 1.62** “Gross Heating Value” shall mean the total MJ obtained by complete combustion of one cubic metre of gas with air, the gas to be free of all water vapour and the gas, air and products of combustion to be at standard conditions of fifteen (15) degrees Celsius and

one hundred one and three hundred twenty-five thousandths (101.325) kiloPascals (absolute) and all water vapour formed by the combustion reaction condensed to the liquid state.

- 1.63** “Interconnecting Pipeline Open Season” shall have the meaning attributed to it in subparagraph 2.3.1 of Appendix “A” of the Tariff.
- 1.64** “IT-D Rate” shall mean the IT-D Rate in the Table of Rates, Tolls and Charges which has been fixed by Company or the Board for Service under Rate Schedule IT-D.
- 1.65** “IT-R Rate” shall mean the IT-R Rate for a particular Receipt Point in the Table of Rates, Tolls and Charges which has been fixed by Company or the Board for Service under Rate Schedule IT-R.
- 1.66** “J” or “Joule” shall mean the base unit for energy as defined by the International System of Units (SI).
- 1.67** “kPa” or “kiloPascals ” shall mean kiloPascals of pressure (gauge) unless otherwise specified.
- 1.68** “Line Pack Gas” shall mean at any point in time that quantity of gas determined by Company to be the total quantity of gas contained in the Facilities.
- 1.69** “LRS Billing Adjustment” shall have the meaning attributed to it in subparagraph 4.2.4 of Rate Schedule LRS.
- 1.70** “LRS Charge” shall have the meaning attributed to it in subparagraph 4.2.3 of Rate Schedule LRS.
- 1.71** “LRS Contract Demand” shall mean the maximum daily volume of gas Company may be required to receive from Customer and deliver at the Empress or McNeill Border Export Delivery Point under Rate Schedule LRS.

- 1.72** “LRS Receipt Point Obligation” shall mean the period determined in subparagraph 6.2 or 6.3 of Rate Schedule LRS as the case may be.
- 1.73** “LSR-3 Contract Demand” shall mean the maximum daily volume of gas Company may be required to receive from Customer and deliver at the Empress Border Export Delivery Point under a Schedule of Service for Service under Rate Schedule LRS-3.
- 1.74** “LRS-3 Demand Rate” shall mean the LRS-3 Demand Rate in the Table of Rates, Tolls and Charges which has been fixed by Company or the Board for Service under Rate Schedule LRS-3.
- 1.75** “Maximum Carbon Dioxide Volume” shall mean the maximum total excess CO₂ Volume as determined by Company that the Company may be required to accept at a particular Receipt Point on any day, as set forth in a Schedule of Service under Rate Schedule CO₂.
- 1.76** “Maximum Delivery Pressure” shall mean relative to a Delivery Point the maximum pressure at which Company may deliver gas to Customer, as set forth in a Schedule of Service.
- 1.77** “Maximum Receipt Pressure” shall mean relative to a Receipt Point the maximum pressure at which Company may require Customer to deliver gas, as set forth in Schedule of Service.
- 1.78** “Measurement Variance” shall mean, for any period, after taking into account any adjustment made in accordance with the provisions of paragraph 2.6 of these General Terms and Conditions, the energy equivalent of the amount determined as follows:

$$MV = (A + B + C) - (D + E)$$

Where:

“MV” = the Measurement Variance;

-
- “A” = the energy equivalent of gas determined by Company to have been delivered to all Customers during the period;
- “B” = the energy equivalent of the aggregate of the Gas Lost and Gas Used during the period;
- “C” = the energy equivalent of Line Pack Gas at the end of the period;
- “D” = the energy equivalent of gas determined by Company to have been received from all Customers during the period; and
- “E” = the energy equivalent of Line Pack Gas at the beginning of the period.
- 1.79** “MJ” shall mean megajoule, or one million joules.
- 1.80** “Month” or “month” shall mean a period of time beginning at eight hours (08:00) Mountain Standard Time on the first day of a calendar month and ending at eight hours (08:00) Mountain Standard Time on the first day of the next calendar month.
- 1.81** “Nomination” shall mean, with respect to a Receipt Point or a Delivery Point, a request for Flow made on behalf of a Customer.
- 1.82** “Officer’s Certificate” shall have the meaning attributed to it in subparagraph 4.2.1 of Rate Schedule LRS for Service under Rate Schedule LRS and subparagraph 4.3.1 of Rate Schedule LRS-2 for Service under Rate Schedule LRS-2.
- 1.83** “Open Season Bid Form” shall have the meaning attributed to it in subparagraph 2.2(a) of Appendix “A” of the Tariff.
- 1.84** “Over-Run Gas” shall mean, in respect of a Customer in a month, the aggregate quantity of gas for which an amount for over-run gas is payable by Customer in the Billing Month.

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- 1.85** “OS Charge” shall mean an OS Charge in the Table of Rates, Tolls and Charges which has been fixed by Company or the Board for Service under Rate Schedule OS.
- 1.86** “Person” shall mean and include Company, a Customer, a corporation, a company, a partnership, an association, a joint venture, a trust, an unincorporated organization, a government, or department of a government or a section, branch, or division of a department of a government.
- 1.87** “Points to Point Contract Demand” shall mean the maximum volume of gas Company may be required to receive from Customer at particular Receipt Points and deliver to Customer at a particular Alberta Delivery Point on any day under a Schedule of Service under Rate Schedule FT-P.
- 1.88** “Price Point” shall mean Price Point “A”, Price Point “B”, or Price Point “C”, each as defined in paragraph 3.2 of Rate Schedule FT-R and Rate Schedule FT-P.
- 1.89** “Primary Term” shall mean for the purposes of any Service provided under any Schedule of Service the term calculated in accordance with the Criteria for Determining Primary Term in Appendix “E” of the Tariff.
- 1.90** “Prime Rate” shall mean the rate of interest, expressed as an annual rate of interest, announced from time to time by the Royal Bank of Canada, Main Branch, Calgary, Alberta as the reference rate then in effect for determining interest rates on Canadian dollar commercial loans in Canada.
- 1.91** “Project Area” shall mean each of:
- (i) the Peace River Project Area;
 - (ii) the North and East Project Area; and
 - (iii) the Mainline Project Area,

as described in Company's current Annual Plan. The Project Areas may be amended from time to time by Company in consultation with the Facility Liaison Committee (or any replacement of it), provided Company has given six (6) months notice of such amendment to its Customers.

- 1.92** "PT Gas Rate" shall mean the PT Gas Rate in the Table of Rates, Tolls and Charges which has been fixed by Company or the Board for Service under Rate Schedule PT, based on the incremental gas requirements associated with the Facilities required to provide such Service.
- 1.93** "PT Rate" shall mean the PT Rate in the Table of Rates, Tolls and Charges which has been fixed by Company or the Board for Service under Rate Schedule PT, based on the incremental operating costs associated with providing such Service plus ten percent.
- 1.94** "Rate Schedule" shall mean any of the schedules identified as a "Rate Schedule" included in the Tariff.
- 1.95** "Ready for Service Date" shall mean the Day designated as such by Company by written notice to Customer stating that Company has Facilities which are ready for and are capable of rendering the Service applied for by Customer.
- 1.96** "Receipt Contract Demand" shall mean the maximum volume of gas Company may be required to receive from Customer at a Receipt Point on any Day, under a Schedule of Service.
- 1.97** "Receipt Demand Charge" shall have the meaning attributed to it in subparagraph 4.2.2 (i) of Rate Schedule LRS.
- 1.98** "Receipt Point" shall mean the point in Alberta at which gas may be received from Customer by Company under a Service Agreement or Schedule of Service.
- 1.99** "STFT Bid Price" shall have the meaning attributed to it in article 3.0 of Rate Schedule STFT.

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- 1.100** “STFT Capacity” shall have the meaning attributed to it in paragraph 5.1 of Appendix “A” of the Tariff.
- 1.101** “STFT Capacity Open Season” shall have the meaning attributed to it in paragraph 5.1 of Appendix “A” of the Tariff.
- 1.102** “Schedule of Service” shall mean the attachment(s) to a Service Agreement for Service under any Rate Schedule designated as “Schedule of Service” and any amendments thereto.
- 1.103** “Secondary Term” shall mean for the purposes of Service provided under any Schedule of Service any portion of the term of the Schedule of Service that is not Primary Term.
- 1.104** “Service” shall have the meaning attributed to it in article 2.0 of the applicable Rate Schedule.
- 1.105** “Service Agreement” shall mean an agreement between Company and Customer respecting Service to be provided under any Rate Schedule.
- 1.106** “Service Commencement Date” shall mean the service commencement date requested by Customer on Customer bid.
- 1.107** “Service Termination Date” shall mean the last Day in a month upon which Service shall terminate, as set forth in a Schedule of Service and subject to any renewal thereof.
- 1.108** “Storage Delivery Point” shall mean the point in Alberta where gas may be delivered to the Storage Facility by Company for Customer for ultimate receipt from such Storage Facility at the Storage Receipt Point under a Schedule of Service.
- 1.109** “Storage Facility” shall mean any commercial facility where gas is stored, that is connected to the Facilities and is available to all Customers.

- 1.110** “Storage Receipt Point” shall mean the point in Alberta where gas may be received from the Storage Facility by Company for Customer that was previously delivered to such Storage Facility at the Storage Delivery Point under a Schedule of Service.
- 1.111** “Surcharge” shall mean a Surcharge set forth in the Table of Rates, Tolls and Charges which has been fixed by Company or the Board for Service under a Rate Schedule.
- 1.112** “Table of Rates, Tolls and Charges” shall mean the Table of Rates, Tolls and Charges setting forth rates, tolls and charges that have been fixed by Company or the Board to be imposed, observed and followed by Company.
- 1.113** “Tariff” shall mean this Gas Transportation Tariff, including the Table of Rates, Tolls and Charges, the Rate Schedules, the Service Agreements, Schedules of Service, these General Terms and Conditions and the Appendices.
- 1.114** “Tier” shall mean the Tier 1, Tier 2 or Tier 3 CO₂ Rate as set forth in the Table of Rates, Tolls and Charges.
- 1.115** “TJ” shall mean terajoule, or one trillion joules.
- 1.116** “Thousand Cubic Metres” or “10³m³” shall mean one thousand (1000) Cubic Metres of Gas.
- 1.117** “Winter Season” shall mean the period commencing on November 1 of any year and ending on the next succeeding March 31.

2.0 MEASURING EQUIPMENT

2.1 Installation

Company, at its option, may furnish, install, maintain and operate all measuring equipment located at each Receipt Point, Delivery Point or other point where gas is measured.

2.2 Compliance with Standards

Company may use such measuring equipment as it deems appropriate provided that all measuring equipment shall comply with all applicable requirements under the GIA.

2.3 Check Measuring Equipment

Customer may install and operate check measuring equipment provided that such equipment does not interfere with the operation of the Facilities.

2.4 Pulsation Dampening

Customer shall provide or cause to be provided such pulsation dampening equipment as may be necessary to ensure that any facilities upstream of a Receipt Point do not interfere with the operation of the Facilities.

2.5 Verification

The accuracy of Company's measuring equipment shall be tested and verified by Company at such intervals as may be appropriate for such equipment. Reasonable notice of the time and nature of each test shall be given to Customer to permit Customer to arrange for a representative to observe the test and any adjustments resulting from such test. If, after notice, Customer fails to have a representative present, the results of the test shall nevertheless be considered accurate.

2.6 Correction

If at any time any of the measuring equipment is found to be out of service or registering inaccurately with the result that a significant measurement error has occurred, such equipment shall be adjusted as soon as practicable to read as accurately as possible and the readings of such equipment shall be adjusted to correct for such significant error for a period definitely known or agreed upon, or if not known or agreed upon, one-half (1/2) of the elapsed time since the last test. The measurement during the appropriate period shall be determined by Company on the basis of the best data available using the most appropriate of the following methods:

- (a) by using the data recorded by any check measuring equipment if installed and accurately registering;
- (b) by making the appropriate correction if the deviation from the accurate reading is ascertainable by calibration test or mathematical calculation;
- (c) by estimating based on producer measurements; or
- (d) by estimating based on deliveries under similar conditions during a period when the equipment was measuring accurately.

2.7 Expense of Additional Tests

If Customer requests a test in addition to the tests provided for by paragraph 2.5 and if upon testing the deviation from the accurate reading is found to be less than two (2) percent, Customer shall bear the expense of the additional test.

2.8 Inspection of Equipment and Records

Company and Customer shall have the right to inspect measuring equipment installed or furnished by the other, and the charts and other measurement or test data of the other at all times during normal business hours upon reasonable notice, but the reading,

calibration and adjustment of such equipment and the changing of the charts shall be done only by the Person installing and furnishing same.

2.9 Quality Equipment and Tests

- (a) Company may furnish, install, maintain and operate such equipment as it considers necessary to ensure that gas received by Company conforms to the quality requirements set forth in the Tariff.
- (b) Company may establish and utilize such reasonable methods, procedures and equipment as Company determines are necessary in order to determine whether gas received by Company conforms with the quality requirements set forth in the Tariff.

3.0 GAS QUALITY

3.1 Quality Requirements

Gas received at a Receipt Point:

- (a) shall be free, at the pressure and temperature in the Facilities at the Receipt Point, from sand, dust, gums, crude oil, contaminants, impurities or other objectionable substances which will render the gas unmerchantable, cause injury, cause damage to or interfere with the operation of the Facilities;
- (b) shall not have a hydrocarbon dew point in excess of minus ten (-10) degrees Celsius at operating pressures;
- (c) shall not contain more than twenty-three (23) milligrams of hydrogen sulphide per one (1) cubic metre;
- (d) shall not contain more than one hundred and fifteen (115) milligrams of total sulphur per one (1) cubic metre;

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- (e) shall not contain more than two (2) percent by volume of carbon dioxide unless a valid Service Agreement and Schedule of Service under Rate Schedule CO₂ is executed by Customer and in effect at such Receipt Point;
 - (f) shall not contain more than:
 - (i) sixty-five (65) milligrams of water vapour per one (1) cubic metre; or
 - (ii) forty-eight (48) milligrams of water vapour per one (1) cubic metre if a valid Service Agreement and Schedule of Service under Rate Schedule CO₂ is executed and in effect at such Receipt Point;
 - (g) shall not have a water dew point in excess of minus ten (-10) degrees Celsius at operating pressures greater than eight thousand two hundred seventy five (8275) kPa;
 - (h) shall not exceed forty-nine (49) degrees Celsius in temperature;
 - (i) shall be as free of oxygen as practicable and shall not in any event contain more than four-tenths of one (0.4) percent by volume of oxygen; and
 - (j) shall have a Gross Heating Value of not less than thirty-six (36) megaJoules per cubic metre.

3.2 Nonconforming Gas

- (a) If gas received by Company fails at any time to conform with any of the quality requirements set forth in paragraph 3.1 above, then Company shall notify Customer of such failure and Company may, at Company's option, refuse to accept such gas pending the remedying of such failure to conform to quality requirements. If the failure to conform is not promptly remedied, Company may accept such gas and may take such steps as Company determines are necessary to ensure that such gas conforms with the quality requirements and Customer shall reimburse Company for any reasonable costs and expenses incurred by Company.

- (b) Notwithstanding subparagraph 3.2 (a), if gas received by Company fails to conform to the quality requirements set forth in paragraph 3.1 above, Company may at its option immediately suspend the receipt of gas, provided however that any such suspension shall not relieve Customer from any obligation to pay any rate, toll, charge or other amount payable to Company.
- (c) Notwithstanding subparagraphs 3.2 (a) and 3.2 (b), if gas received by Company fails to conform to the quality requirements set forth in subparagraph 3.1(e) above, Company shall notify Customer of such failure. If the failure to conform is not remedied by Customer within thirty (30) days, Company shall refuse to accept such gas pending the remedying of such failure, provided however that any such suspension shall not relieve Customer from any obligation to pay any rate, toll, charge or other amount payable to Company.

3.3 Quality Standard of Gas Delivered at Delivery Points

Gas which Company delivers at Delivery Points shall have the quality that results from gas having been transported and commingled in the Facilities.

4.0 MEASUREMENT

4.1 Method of Measurement

Company may make such measurements and calculations and use such procedures as it deems appropriate in determining volume, provided that the measurements and calculations made and the procedures used comply with any applicable requirements under the GIA.

4.2 Unit of Measurement

4.2.1 The unit of volume for purposes of measurement hereunder shall be a Thousand Cubic Metres.

4.2.2 The unit of quantity for purposes of measurement hereunder shall be a GJ.

4.3 Atmospheric Pressure

For the purpose of measurement atmospheric pressure shall be determined by a recognized formula applied to the nearest one hundredth (0.01) kPa absolute and deemed to be constant at the time and location of measurement.

4.4 Flowing Temperature

The temperature of flowing gas shall be determined by means of a recording thermometer or other equipment appropriate for the determination of temperature.

4.5 Determination of Gas Characteristics

The gas characteristics including, without limiting the generality of the foregoing, Gross Heating Value, relative density, nitrogen and carbon dioxide content, shall be determined by continuous recording equipment, laboratory equipment or through computer modeling.

4.6 Exchange of Measurement Information

Company and Customer shall make available to the other, as soon as practicable following written request, all measurement and test charts, measurement data and measurement information pertaining to the Service being provided to Customer.

4.7 Preservation of Measurement Records

Company and Customer shall preserve all measurement test data, measurement charts and other similar records for a minimum period of six (6) years or such longer period as may be required by record retention rules of any duly constituted regulatory body having jurisdiction.

5.0 BILLING AND PAYMENT**5.1 Billing**

On or before the twenty-first day of each month, Company shall provide on EBB a bill to Customer for Service rendered during the Billing Month. Customer shall furnish such information to Company as Company may require for billing on or before the twenty-first day of the Billing Month.

5.2 Payment

Customer shall make payment to Company in Canadian dollars of its bill on or before the last day of the month following the Billing Month.

5.3 Late Billing

If Company provides a bill after the twenty-first day of a month, then the date for payment shall be that day which is ten (10) days after the day that such bill was provided.

5.4 Interest on Unpaid Amounts

Company shall have the right to charge interest on the unpaid portion of any bill commencing from the date payment was due and continuing until the date payment is actually received, at a rate per annum equal to the Prime Rate plus one (1) percent. The principal and accrued interest to date shall be due and payable immediately upon demand.

5.5 Adjustment Where Bill Estimated

Information used for billing may be actual or estimated. If actual information necessary for billing is unavailable to Company sufficiently in advance of the twenty-first day of the month to permit the use of such information in the preparation of a bill, Company shall use estimated information. In the month that actual information becomes available respecting a previous month where estimated information was used, the bill for the month

in which the actual information became available shall be adjusted to reflect the difference between the actual and estimated information as if such information related to such later month. Neither Company nor Customer shall be entitled to interest on any adjustment.

5.6 Corrections

Notwithstanding any provision contained in this Tariff to the contrary, the correction of an error in a bill for Service provided in a prior month, shall be made to the bill in accordance with the appropriate provision of this Tariff in effect at the time that the error was made. Company shall proceed with such correction in the month following the month that Company confirms the error. In the case of a disputed bill the provisions of paragraph 5.7 shall apply.

5.7 Disputed Bills

5.7.1 In the event Customer disputes any part of a bill, Customer shall nevertheless pay to Company the full amount of the bill when payment is due.

5.7.2 If Customer fails to pay the full amount of any bill when payment is due, Company may upon four (4) Banking Days written notice immediately suspend any or all Service being or to be provided to Customer provided however that such suspension shall not relieve Customer from any obligation to pay any rate, toll, charge or other amount payable to Company. If at any time during such suspension Customer pays the full amount payable to Company, Company shall within two (2) Banking Days recommence such suspended Service.

Following suspension, Company may, in addition to any other remedy that may be available to it, upon four (4) Banking Days written notice to Customer immediately:

- (i) terminate any or all Service being or to be provided to Customer; and

- (ii) declare any and all amounts payable now or in the future by Customer to Company for any and all Service to be immediately due and payable as liquidated damages and not as a penalty.

5.7.3 In the event that it is finally determined that Customer's monthly bill was incorrect and that an overpayment has been made, Company shall make reimbursement of such overpayment. Company shall pay interest on the overpayment to Customer, commencing from the date such overpayment was made and continuing until the date reimbursement is actually made, at a rate per annum equal to the Prime Rate plus one (1) percent.

6.0 POSSESSION AND CONTROL

6.1 Control

Gas received by Company shall be deemed to be in the custody and under the control of Company from the time it is received into the Facilities until it is delivered out of the Facilities.

6.2 Warranty

Customer warrants and represents it has the right to tender all gas delivered to Company.

7.0 GAS PRESSURES

7.1 The Gas Pressure At Receipt Points

The pressure of gas tendered by Customer to Company at any Receipt Point shall be the pressure, up to the Maximum Receipt Pressure, that Company requires such gas to be tendered, from time to time, at that Receipt Point.

7.2 Pressure Protection

Customer shall provide or cause to be provided suitable pressure relief devices, or pressure limiting devices, to protect the Facilities as may be necessary to ensure that the pressure of gas delivered by Customer to Company at any Receipt Point will not exceed one hundred ten (110%) percent of the Maximum Receipt Pressure.

7.3 The Gas Pressure At Delivery Points

The pressure of gas delivered by Company at any Delivery Point shall be the pressure available from the Facilities at that Delivery Point, provided that such pressure shall not exceed the Maximum Delivery Pressure.

8.0 GAS USED, GAS LOST AND MEASUREMENT VARIANCE

8.1 Company's Gas Requirements

Company may, at its option, either:

- (a) take from all Customers at Receipt Points a quantity of gas equal to the aggregate quantity of any or all Gas Used, Gas Lost and Measurement Variance for any period; or
- (b) arrange with a Customer or Customers or any other Persons at Receipt Points to take and pay for a quantity of gas equal to the aggregate quantity of any or all Gas Used, Gas Lost and Measurement Variance for any period.

8.2 Allocation of Gas Taken

If Company in any period exercises its option to take a quantity of gas as provided for in subparagraph 8.1 (a), each Customer's share of the quantity of such gas taken in such period will be a quantity equal to the product of the quantity of such gas taken in such period and a fraction, the numerator of which shall be the aggregate quantity of gas

received by Company from Customer in such period at all of Customer's Receipt Points and the denominator of which shall be the aggregate quantity of gas received by Company from all Customers in such period at all Receipt Points.

8.3 Gas Received from Storage Facilities

Notwithstanding anything contained in this article 8.0, any gas received into the Facilities from a gas storage facility that was previously delivered into the gas storage facility through the Facilities shall not be included in any calculation, and shall not be taken into account in any allocation, of Company's gas requirements.

9.0 DELIVERY OBLIGATION

9.1 Company's Delivery Obligation

Subject to paragraph 9.2:

- (a) Company's delivery obligation for any period where Company has exercised its option as provided for in subparagraph 8.1 (a), shall be to deliver to all Customers at all Delivery Points the quantity of gas Company determines was received from all Customers in such period at all Receipt Points, less all Customers share as determined under paragraph 8.2; and
- (b) Company's delivery obligation, for any period where Company has exercised its option to purchase gas as provided for in subparagraph 8.1 (b), shall be to deliver to all Customers at all Delivery Points the quantity of all gas received from all Customers, other than gas taken from such Customers and paid for pursuant to subparagraph 8.1 (b), in such period at all Receipt Points.

9.2 Variance

Due to variations in operating conditions, the aggregate daily and monthly quantities of gas delivered to all Customers at all Delivery Points, adjusted as provided for in paragraph 9.1, will differ from the aggregate of the corresponding daily and monthly quantities of gas received from all Customers. Customers and Company shall co-operate to keep such differences to the minimum permitted by operating conditions and to balance out such differences as soon as practicable.

9.3 Operating Balance Agreements

Company may enter into agreements and other operating arrangements with any operator of a downstream pipeline facility interconnecting with the Facilities (“downstream operator”) respecting the balancing of gas quantities to be delivered by Company and to be received by the downstream operator on any Day at the interconnection of the downstream facility and the Facilities (the “interconnection point”). This may include agreements and operating arrangements providing that for any Day a quantity of gas nominated by a Customer for delivery at the interconnection point may be deemed to have been delivered by Company and received by the downstream operator regardless of the actual flow of gas at the interconnection point on the Day.

9.4 Energy Content and Gas Quality

Gas delivered by Company to Customer at any of Customer’s Delivery Points shall have the energy content and quality that results from the gas having been commingled in the Facilities.

9.5 Supply/Demand Balancing

The Terms and Conditions Respecting Customer’s Inventories and Related Matters in Appendix “D” of the Tariff apply to all Service provided under this Tariff. Each Customer receiving Service is responsible for ensuring that Customer’s Inventory is at all times within the Balanced Zone set out in Appendix “D”. If Company determines that

Customer's Inventory for any Customer is not within the Balanced Zone, Company may upon notice suspend all or any portion of Service to Customer until Customer brings Customer's Inventory within the Balanced Zone, provided however that no such suspension shall relieve Customer of its obligation to pay any rate, toll, charge or other amount payable to Company.

9.6 Balancing Procedures

Company may from time to time establish procedures, consistent with the Terms and Conditions Respecting Customer's Inventories and Related Matters set forth in Appendix "D" of the Tariff.

9.7 Limitation on Delivery Obligation

Company shall be obligated to provide only such Service as can be provided through Company's operation of the existing Facilities pursuant to the terms and conditions of the Tariff.

9.8 Uniform Flow Rate

All deliveries of gas to Company at a Receipt Point shall be made in uniform hourly quantities to the extent practicable.

9.9 Emergency Response Compensation Event

If there is an ERC Event, Company shall determine Customer's Final ERC Adjustments in accordance with the Terms and Conditions Respecting Emergency Response Compensation set forth in Appendix "G" of the Tariff.

10.0 FINANCIAL ASSURANCES**10.1 Financial Assurance for Performance of Obligations**

Company may request that Customer (or any assignee) at any time and from time to time provide Company with an irrevocable letter of credit or other assurance acceptable to Company, in form and substance satisfactory to Company and in an amount determined in accordance with paragraph 10.3 (the “Financial Assurance”).

10.2 Failure to Provide Financial Assurance

Company may withhold the provision of new Service until Company has received a requested Financial Assurance.

If Customer fails to provide a requested Financial Assurance to Company within four (4) Banking Days of Company’s request, Company may upon four (4) Banking Days written notice immediately suspend any or all Service being or to be provided to Customer provided however that any such suspension shall not relieve Customer from any obligation to pay any rate, toll, charge or other amount payable to Company. If at any time during such suspension Customer provides such Financial Assurance to Company, Company shall within two (2) Banking Days recommence such suspended Service.

If Customer fails to provide such Financial Assurance during such suspension, Company may, in addition to any other remedy that may be available to it, upon four (4) Banking Days written notice to Customer immediately:

- (i) terminate any or all Service being or to be provided to Customer; and
- (ii) declare any and all amounts payable now or in the future by Customer to Company for any and all Service to be immediately due and payable as liquidated damages and not as a penalty.

10.3 Amount of Financial Assurance

The maximum amount of Financial Assurance Company may request from a Customer (or assignee) shall be as determined by Company an amount equal to:

- (i) for the provision of all Services, other than for Service referred to in paragraph (ii), the aggregate of all rates, tolls, charges or other amounts payable to Company for a period of seventy (70) Days. Provided however, the amount of Financial Assurance for all rates, tolls and charges other than demand charges shall be based on the daily average of the actual charges billed for Service for the preceding twelve (12) Month period with the initial forecast to be provided by Customer; and
- (ii) for the provision of Service under subparagraph 5.1(ii) of Rate Schedule FT-D, the aggregate of all rates, tolls, charges or other amounts payable to Company for a period of seventy (70) Days plus one (1) Month for each remaining year of the term of such Service, up to a maximum of twelve (12) Months total.

The Financial Assurances for any new Facilities required to be installed or constructed by Company shall be determined in accordance with an agreement between Company and Customer for such Facilities.

11.0 INTERRUPTIONS AND CURTAILMENTS

11.1 Planned Interruptions

Provided that Company shall have given Customer at least forty-eight (48) hours notice, Company may interrupt, curtail or reduce Service for such periods of time as it may reasonably require for the purpose of effecting any repairs, maintenance, replacement or upgrading or other work related to the Facilities.

11.2 Unplanned Interruptions

Notwithstanding paragraph 11.1, in the event of unforeseen circumstances Company may interrupt, curtail or reduce Service for such periods of time as it may reasonably require without giving Customer the notice provided for in paragraph 11.1 provided that Company shall give notice of such interruption, curtailment or reduction as soon as is reasonably possible.

11.3 Notice of Change in Operations

Customer and Company shall give each other as much notice as is reasonably possible in the circumstances of expected temporary changes in the rates of delivery or receipt of gas, pressures or other operating conditions, together with the expected duration and the reason for such expected temporary changes.

11.4 Priority During Interruptions

11.4.1 At Receipt Points

During periods of interruption and curtailment Company may reduce any or all Service at Receipt Points in the following order:

- (i) Firstly, Service under Rate Schedules IT-R and IT-S based on the priority provisions of the applicable Service Agreement until such Service has been reduced to zero (0); and
- (ii) Secondly, Service under Rate Schedules FT-R, FT-RN, FT-X, FT-P, LRS, LRS-2 and LRS-3 on a prorata basis (the “Prorated Service”). Within the interrupted and curtailed area as determined by Company, Customer may, subject to Company’s consent, nominate Customer’s Prorated Service at any Receipt Point or combination of Receipt Points within such area during the period of interruption and curtailment, provided that the total volume nominated at each Receipt Point does not exceed:

- (a) the sum of Customer's Receipt Contract Demand for each Schedule of Service at such Receipt Point for Service under Rate Schedules FT-R, FT-RN, FT-X, LRS, LRS-2 and LRS-3; or
- (b) the Customer's Receipt Contract Demand for each Receipt Point for Service under Rate Schedule FT-P.

11.4.2 At Delivery Points

During periods of interruption and curtailment Company may reduce any or all Service at Delivery Points in the following order:

- (i) Firstly, Service under Rate Schedules IT-D and IT-S based on the priority provisions of the applicable Service Agreement until such Service has been reduced to zero (0); and
- (ii) Secondly, Service under Rate Schedules FT-D, FT-DW, FT-P, LRS-2, STFT, FT-A and FT-X on a prorata basis (the "Prorated Service"). Within the interrupted and curtailed area as determined by Company, Customer may, subject to Company's consent, nominate Customer's Prorated Service at any Delivery Point or combination of Delivery Points within such area during the period of interruption and curtailment, provided that the total volume nominated at each Delivery Point does not exceed the sum of Customer's Export Delivery Contract Demand for each Schedule of Service at such Delivery Point for Service under Rate Schedules FT-D, FT-DW, LRS-2, STFT and FT-X.

11.5 Customer's Obligations

Notwithstanding any other provision in the Tariff, Customer agrees and acknowledges that any interruption and curtailment shall not under any circumstances suspend or relieve Customer from the obligation to pay any rate, toll, charge or other amount payable to Company.

12.0 FORCE MAJEURE**12.1 Notice of Force Majeure**

In the event that either Company or Customer is rendered unable by reason of force majeure to perform in whole or in part any covenant or obligation in the Tariff, the performance of such covenant or obligation shall be suspended during the continuance of such force majeure, except as provided for in paragraph 12.3, upon the following terms and conditions:

- (a) the party claiming suspension shall give written notice to the other party specifying full particulars of such force majeure as soon as is reasonably possible;
- (b) the party claiming suspension shall as far as possible remedy such force majeure as soon as is reasonably possible; and
- (c) the party claiming suspension shall give written notice to the other party as soon as is reasonably possible after such force majeure has been remedied.

12.2 Events of Force Majeure

For the purposes of these General Terms and Conditions, the term “force majeure” shall mean any cause not reasonably within the control of the party claiming suspension which by the exercise of due diligence such party is unable to prevent or overcome, including but without limiting the generality of the foregoing:

- (a) lightning, storms, earthquakes, landslides, floods, washouts, and other acts of God;
- (b) fires, explosions, ruptures, breakages of or accidents to the Facilities;
- (c) freezing of pipelines or wells, hydrate obstructions of pipelines or appurtenances thereto, temporary failure of gas supply;

- (d) shortages of necessary labour, strikes, lockouts or other industrial disturbances;
- (e) civil disturbances, sabotage, acts of public enemies, war, blockades, insurrections, vandalism, riots, epidemics;
- (f) arrests and restraints of governments and people;
- (g) the order of any court, government body or regulatory body;
- (h) inability to obtain or curtailment of supplies of electric power, water, fuel or other utilities or services;
- (i) inability to obtain or curtailment of supplies of any other materials or equipment;
- (j) inability to obtain or revocation or amendment of any permit, licence, certificate or authorization of any governmental or regulatory body, unless the revocation or amendment of such permit, licence, certificate or authorization was caused by the violation of the terms thereof or consented to by the party holding the same;
- (k) the failure for any reason of a supplier of gas to Customer or a purchaser of gas from Customer to supply and deliver gas to Customer or to purchase and take delivery of gas from Customer;
- (l) any claim by any third party that any covenant or obligation of such third party is suspended by reason of force majeure, including without limiting the generality of the foregoing any such claim by any transporter of gas to, from or for Company or Customer; and
- (m) any other cause, whether herein enumerated or otherwise, not reasonably within the control of the party claiming suspension which by the exercise of due diligence such party is unable to prevent or overcome.

12.3 Customer's Obligations

Notwithstanding any other provision herein, Customer acknowledges and agrees that the occurrence of an event of force majeure shall not under any circumstances suspend or relieve Customer from the obligation to pay any rate, toll, charge or other amount payable to Company.

12.4 Lack of Funds not Force Majeure

Notwithstanding any other provision herein, Company and Customer agree that a lack of funds or other financial cause shall not under any circumstances be an event of force majeure.

12.5 Strikes and Lockouts

Notwithstanding any other provision herein, Company and Customer agree that the settlement of strikes, lockouts and other industrial disturbances shall be entirely within the discretion of the party involved.

12.6 Service During Force Majeure

In the event that the provision of Service is curtailed or interrupted by reason of force majeure, Company may during the continuance of such force majeure provide such Service as it deems appropriate.

13.0 INDEMNIFICATION

13.1 Customer's Liability

Customer shall be liable for and shall indemnify and save harmless Company from and against any and all claims, demands, suits, actions, damages, costs, losses and expenses of whatsoever nature arising out of or in any way connected, either directly or indirectly, with any act, omission or default arising out of the negligence of Customer.

13.2 Company's Liability

Company shall be liable for and shall indemnify and save harmless Customer from and against any and all claims, demands, suits, actions, damages, costs, losses and expenses of whatsoever nature arising out of or in any way connected, either directly or indirectly, with any act, omission or default arising out of the negligence of Company.

13.3 Limitations

Notwithstanding the provisions of paragraphs 13.1 and 13.2:

- (a) Company and Customer shall have no liability for, nor obligation to indemnify and save harmless the other from, any claim, demand, suit, action, damage, cost, loss or expense which was not reasonably foreseeable at the time of the act, omission or default;
- (b) Company shall have no liability to Customer, nor obligation to indemnify and save harmless Customer, in respect of Company's failure for any reason whatsoever, other than Company's wilful default, to provide Service pursuant to the provisions of Customer's Service Agreement;
- (c) the failure by Company for any reason whatsoever to receive gas from Customer or deliver gas to Customer shall not suspend or relieve Customer from the obligation to pay any rate, toll, charge or other amount payable to Company; and
- (d) Company shall have no liability to Customer, nor obligation to indemnify and save harmless Customer, in respect of Company providing Service to any Customer under Rate Schedule CO₂ and/or Rate Schedule PT.

14.0 EXCHANGE OF INFORMATION**14.1 Provision of Information**

Company and Customer shall make available, on request by either made to the other, certificates, estimates and information as shall be in their possession, and as shall be reasonably required by the other.

14.2 Additional Information

Notwithstanding paragraph 14.1, Customer shall furnish Company with such estimated daily, monthly and annual quantities as Company may require, with respect to any Service provided or to be provided, together with any data that Company may require in order to design, operate and construct facilities to meet Customer's requirements.

15.0 MISCELLANEOUS PROVISIONS**15.1 Effect of Headings**

The headings used throughout the Tariff are inserted for reference only and are not to be considered or taken into account in construing any terms or provision nor be deemed in any way to qualify, modify or explain any term or provision.

15.2 Words in Singular or Plural

In the interpretation of the Tariff words in the singular shall be read and construed in the plural and words in the plural shall be read and construed in the singular where the context so requires.

15.3 Preservation of Rights and Authority Under Act

Notwithstanding any of the provisions of the Tariff, Company and Customer reserve all their respective rights and authorities under the Act.

15.4 Governing Law

The Tariff shall be governed by and construed in accordance with the laws of the Province of Alberta and the applicable laws of Canada, and Company and Customers irrevocably submit to the jurisdiction of the courts of the Province of Alberta for the interpretation and enforcement of the Tariff.

15.5 Assignment

Customer shall not assign any Service Agreement, Schedule of Service or any Service without the prior written consent of Company.

15.6 No Interest in Facilities

Customer does not acquire any right to, title to or interest in the Facilities or any part thereof nor does Company dedicate any portion of the Facilities to Service for any Customer.

15.7 Forbearance

Forbearance to enforce any provision of the Tariff shall not be construed as a continuing forbearance to enforce any such provision.

15.8 Inconsistency

In the event that there is any inconsistency between any provision of these General Terms and Conditions, any provision of any Rate Schedule or any provision of any Service Agreement, the provision of the Service Agreement shall prevail over the Rate Schedule which in turn shall prevail over the General Terms and Conditions.

15.9 Amendment of Service Agreement

No amendment or variation of any term, condition or provision of any Schedule of Service or Service Agreement shall be of any force or effect unless in writing and signed by Company.

15.10 Priority for New or Additional Service

Company may from time to time establish procedures respecting priority of entitlement for Customers seeking new or additional Service.

15.11 Establishment of Procedures and Pilot Projects

Company may from time to time establish procedures, including procedures for carrying out and evaluating any pilot projects Company determines to be necessary or desirable, respecting or relating to or affecting any Service or any term, condition or provision contained within the Tariff.

15.12 Conversion of Service Agreements to Energy Units

- (a) Effective November 1, 2006, for any Service Agreements under Rate Schedules FT-D, FT-DW and STFT, the Export Delivery Contract Demand set out in each new Schedule of Service shall be expressed in energy units (GJ).
- (b) Effective November 1, 2006, for any Service Agreements under Rate Schedules FT-D, FT-DW and STFT, the Export Delivery Contract Demand set out in each existing Schedule of Service shall be converted to GJ using the following Export Delivery Point energy conversion rates:

Alberta-British Columbia Border	37.98 MJ per m ³
Alberta-Montana Border	37.71 MJ per m ³
Boundary Lake Border	39.55 MJ per m ³
Cold Lake Border	37.52 MJ per m ³

Demmitt #2 Interconnect	39.57 MJ per m ³
Empress Border	37.52 MJ per m ³
Gordondale Border	40.05 MJ per m ³
McNeill Border	37.57 MJ per m ³
Unity Border	37.78 MJ per m ³

**APPENDIX “A”
TO
GAS TRANSPORTATION TARIFF
OF
NOVA GAS TRANSMISSION LTD.**

**TERMS AND CONDITIONS RESPECTING
ACCESS TO TRANSPORTATION SERVICE AT EXPORT DELIVERY
POINTS**

**TERMS AND CONDITIONS RESPECTING
ACCESS TO TRANSPORTATION SERVICE AT EXPORT DELIVERY POINTS**

1.0 DEFINITIONS

1.1 Capitalized terms used in this Appendix have the meanings attributed to them in the Tariff unless otherwise defined in this Appendix.

2.0 PROCEDURES FOR ACCESS TO FT-D EXISTING CAPACITY

2.1 Posting of Existing Capacity

If Company determines that capacity is available or may become available for Service under Rate Schedule FT-D that does not require new Facilities (“Existing Capacity”), Company shall provide notice on its website of the open season for such Existing Capacity (the “Existing Capacity Open Season”). At least 3 Banking Days (excluding statutory holidays in the United States) after such notice, Company shall post on its website:

- (a) the quantity of Existing Capacity available at the Export Delivery Point;
- (b) the date such Existing Capacity will be available; and
- (c) the Closing Date for such Existing Capacity Open Season.

2.2 Existing Capacity Bid Process

If Company posts Existing Capacity pursuant to paragraph 2.1, prospective customers may bid for such Existing Capacity, on any Banking Day up to and including the Closing Date, as follows:

- (a) Prospective customers shall submit a completed and unedited bid form, in the form set out in article 6.0 (the “Open Season Bid Form”);

- (b) The requested term of Service, as established by the requested Service Commencement Date and requested Service Termination Date, each set out on the Open Season Bid Form, shall be a minimum term of one year;
- (c) All bids shall be irrevocable and must be received by Company by 11:00 hours CCT on the Closing Date;
- (d) Within 2 Banking Days of the Closing Date, prospective customers, except those who are also Customers receiving Service, other than Service under Rate Schedule IT-S or Rate Schedule FT-X, shall provide to Company for each Open Season Bid Form, a deposit equal to the lesser of:
 - (i) one month demand charges for the Export Delivery Contract Demand set out on the Open Season Bid Form; or
 - (ii) \$10,000.

The deposit, if provided, shall be refunded to unsuccessful bidders within 5 Banking Days from the date the Service Agreements and Schedules of Service under Rate Schedule FT-D are executed for all Existing Capacity posted in the Existing Capacity Open Season.

If Company awards Existing Capacity to a prospective customer and such customer executes the Service Agreement and Schedule of Service under Rate Schedule FT-D for such Existing Capacity, the deposit, if provided, will be credited to the bill for the first month of Service or returned to the Customer if requested.

If Company awards Existing Capacity to a prospective customer who is also a Customer receiving Service, other than Service under Rate Schedule IT-S or Rate Schedule FT-X, and such prospective customer fails to meet the requirements for Existing Capacity set out in paragraph 2.5, the Existing Capacity awarded to such

prospective customer shall be withdrawn and such prospective customer shall pay Company an amount equal to the lesser of:

- (i) one month demand charges for the Export Delivery Contract Demand set out on the Open Season Bid Form; or
 - (ii) \$10,000.
- (e) A prospective customer and/or its affiliate, either together or individually, shall not submit an Open Season Bid Form for a quantity greater than the Existing Capacity being offered or submit multiple bids where the aggregate Export Delivery Contract Demand of the multiple bids exceeds the Existing Capacity being offered; and
- (f) Company shall not be obligated to accept any bid if:
- (i) the Service Commencement Date is within 5 Banking Days of the Closing Date;
 - (ii) the Service Commencement Date is more than 12 months from the Closing Date; and
 - (iii) the prospective customer has not met the criteria set forth in article 2.0.

2.3 Conditional Bids

2.3.1 If a prospective customer's bid is subject to the condition set out in paragraph 8 of the Open Season Bid Form that such prospective customer has been awarded capacity through a direct interconnecting pipeline open season process (the "Interconnecting Pipeline Open Season"), Customer shall within 2 Banking Days from the Existing Capacity Open Season Closing Date provide written notice to Company that either the condition has been satisfied or waived. If such prospective customer fails to provide Company with such notice, the condition

shall be deemed satisfied and Company may award Existing Capacity to such prospective customer pursuant to paragraph 2.4.

- 2.3.2** If the capacity awarded to a prospective customer through an Interconnecting Pipeline Open Season is less than the requested Export Delivery Contract Demand set out in the Open Season Bid Form, prospective customer may reduce the Export Delivery Contract Demand to a quantity not less than the capacity awarded through such Interconnecting Pipeline Open Season.

2.4 Awarding of Existing Capacity

Subject to paragraphs 2.3 and 2.5, Existing Capacity shall be awarded to the prospective customers whose bids are accepted by Company as follows:

- (a) Company shall rank the bids in descending priority based on the following criteria:
- (i) first, on the basis of the per unit product of the current FT-D Demand Rate multiplied by the requested term (where the bid with the highest per unit product shall have the higher priority); and
 - (ii) second, by the Service Commencement Date (where the bid with the earlier Service Commencement Date shall have the higher priority).
- (b) Subject to subparagraph 2.4(d), Company shall award Existing Capacity to the bids in sequential order, based on the priority established pursuant to subparagraph 2.4(a), until all the bids have been processed or until all Existing Capacity has been awarded;
- (c) Subject to subparagraph 2.4(d), if two or more bids have the same priority and the Existing Capacity is not sufficient to provide the total Export Delivery Contract Demand, then the Existing Capacity shall be awarded to such bids on a pro rata basis based on the Export Delivery Contract Demand of each bid;

- (d) If the Existing Capacity to be awarded to a bid as determined by Company in either subparagraph 2.4(b) or subparagraph 2.4(c) is less than the minimum Export Delivery Contract Demand as set out in such Open Season Bid Form, that bid shall be deemed to be rejected by Company and no Existing Capacity shall be awarded to such bid. The remaining Existing Capacity shall continue to be awarded sequentially to the remaining bids based on the priority established pursuant to subparagraph 2.4(a), until all the bids have been processed or until all Existing Capacity has been awarded; and
- (e) Company shall be deemed to have accepted the bids of prospective customers when Company awards Existing Capacity to such prospective customers. Company shall notify such prospective customers who have been awarded Existing Capacity within 3 Banking Days from the Closing Date.

2.5 Requirements for Existing Capacity

Where Company awards Existing Capacity to a prospective customer pursuant to paragraph 2.4, such prospective customer shall, at the request of Company:

- (a) execute, within the time period specified by Company, a Service Agreement and Schedule of Service under Rate Schedule FT-D for such Existing Capacity;
- (b) provide sufficient financial information to demonstrate its creditworthiness; and
- (c) provide a Financial Assurance to Company pursuant to paragraph 10.1 of the General Terms and Conditions.

2.6 Daily Open Season

2.6.1 Posting of Existing Capacity for Daily Open Season

If on any Banking Day (excluding statutory holidays in the United States), Company determines there is Existing Capacity available that has not been

awarded by Company pursuant to paragraph 2.4, Company shall post on its website (the “Daily Open Season”) the following:

- (a) the quantity of Existing Capacity available at the Export Delivery Point; and
- (b) the date such Existing Capacity will be available.

If all or a portion of such Existing Capacity has not been awarded pursuant to subparagraph 2.6.3, such Existing Capacity shall be deemed to be re-posted by Company on each subsequent Banking Day (excluding statutory holidays in the United States) until such Existing Capacity is awarded pursuant to subparagraph 2.6.3 or until Company holds an Existing Capacity Open Season pursuant to paragraph 2.1 or an Expansion Capacity Open Season pursuant to paragraph 3.1.

If, at any time, Company determines that it will hold an Existing Capacity Open Season pursuant to paragraph 2.1 or an Expansion Capacity Open Season pursuant to paragraph 3.1, Company may reduce all or a portion of the Existing Capacity available for the Daily Open Season. Company shall provide notice on its website, at least 3 Banking Days in advance, of any such reduction. If all Existing Capacity has not been awarded pursuant to 2.6.3, Company may offer any remaining Existing Capacity as Expansion Capacity pursuant to paragraph 3.1.

2.6.2 Daily Open Season Bid Process

If Company posts Existing Capacity pursuant to subparagraph 2.6.1, prospective customers may bid for such Existing Capacity on the day that the Existing Capacity is posted or deemed to be re-posted as follows:

- (a) Prospective customers shall submit a completed and unedited bid form, in the form set out in article 7.0 (the “Daily Open Season Bid Form”);

-
- (b) The requested term of Service, as established by the Service Commencement Date and requested Service Termination Date, each set out on the Daily Open Season Bid Form, shall be a minimum term of one year;
 - (c) All bids shall be irrevocable and must be received by Company by 11:00 hours CCT on the day the Existing Capacity is posted or deemed re-posted;
 - (d) No deposit is required to accompany the prospective customer's bid;
 - (e) A prospective customer and/or its affiliate, either together or individually, shall not submit a Daily Open Season Bid Form for a quantity greater than the Existing Capacity being offered or submit multiple bids where the aggregate Export Delivery Contract Demand of the multiple bids exceeds the Existing Capacity being offered; and
 - (f) Company shall not be obligated to accept any bid if:
 - (i) the Service Commencement Date is within 5 Banking Days of the date such Existing Capacity is posted or deemed re-posted;
 - (ii) the Service Commencement Date of such bid is more than 12 months from the date such Existing Capacity is posted or deemed re-posted; and
 - (iii) the prospective customer has not met the criteria set forth in paragraph 2.6.

2.6.3 Awarding of Existing Capacity for Daily Open Season

Subject to subparagraph 2.6.4, Existing Capacity shall be awarded each day to the prospective customers whose bids are accepted by Company as follows:

-
- (a) Company shall rank the bids in descending priority based on the following criteria:
- (i) first, on the basis of the per unit product of the current FT-D Demand Rate multiplied by the requested term (where the bid with the highest per unit product shall have the higher priority); and
 - (ii) second, by the Service Commencement Date (where the bid with the earlier Service Commencement Date shall have the higher priority).
- (b) Subject to subparagraph 2.6.3(d), Company shall award Existing Capacity to the bids in sequential order, based on the priority established pursuant to subparagraph 2.6.3(a), until all the bids have been processed or until all Existing Capacity has been awarded;
- (c) Subject to subparagraph 2.6.3(d), if two or more bids have the same priority and the Existing Capacity is not sufficient to provide the total Export Delivery Contract Demand, then the Existing Capacity shall be awarded to such bids on a pro rata basis based on the Export Delivery Contract Demand of each bid;
- (d) If the Existing Capacity to be awarded to a bid as determined by Company in either subparagraph 2.6.3(b) or paragraph 2.6.3(c) is less than the minimum Export Delivery Contract Demand as set out in such Daily Open Season Bid Form, that bid shall be deemed to be rejected by Company and no Existing Capacity shall be awarded to such bid. The remaining Existing Capacity shall continue to be awarded sequentially to the remaining bids based on the priority established pursuant to subparagraph 2.6.3(a), until all the bids have been processed or until all Existing Capacity has been awarded; and

- (e) Company shall be deemed to have accepted the bids of prospective customers when Company awards Existing Capacity to such prospective customers. Company shall notify such prospective customers who have been awarded Existing Capacity within 2 Banking Days from the date such Existing Capacity is posted or deemed re-posted.

2.6.4 Requirements for Existing Capacity

Where Company awards Existing Capacity to a prospective customer pursuant to subparagraph 2.6.3, such prospective shipper shall, at the request of Company:

- (a) execute, within the time period specified by Company, a Service Agreement and Schedule of Service under Rate Schedule FT-D, for such Existing Capacity;
- (b) provide sufficient financial information to demonstrate its creditworthiness; and
- (c) provide a Financial Assurance to Company pursuant to paragraph 10.1 of the General Terms and Conditions.

3.0 PROCEDURES FOR ACCESS TO FT-D EXPANSION CAPACITY

3.1 Posting of Expansion Capacity

If Company determines that demand for Service under Rate Schedule FT-D may be sufficient to consider expansion of existing Facilities (“Expansion Capacity”), Company shall provide notice on its website of the open season for such Expansion Capacity (the “Expansion Capacity Open Season”). At least 3 Banking Days after such notice (excluding statutory holidays in the United States), Company shall post on its website:

- (a) the date such Expansion Capacity may be available; and

- (b) the closing date for such Expansion Capacity Open Season (the “Expansion Closing Date”).

3.2 Expansion Capacity Bid Process

If Company posts Expansion Capacity pursuant to Paragraph 3.1, prospective customers may bid for such Expansion Capacity, on any Banking Day up to and including the Expansion Closing Date, as follows:

- (a) Prospective customers shall submit a completed and unedited Open Season Bid Form set out in article 6.0;
- (b) The requested term of Service, as established by the Service Commencement Date and the requested Service Termination Date, each set out in the Open Season Bid Form, shall be a minimum term of 10 years;
- (c) All bids shall be irrevocable and must be received by Company by 11:00 hours CCT on the Expansion Closing Date;
- (d) Within 2 Banking Days of the Expansion Closing Date, prospective customers, except those who are also Customers receiving Service, other than Service under Rate Schedule IT-S or Rate Schedule FT-X, shall provide to Company for each Open Season Bid Form, a deposit equal to the lesser of:
 - (i) one month demand charges for the Export Delivery Contract Demand set out on the Open Season Bid Form; or
 - (ii) \$10,000.

The deposit, if provided, shall be refunded to unsuccessful bidders within 5 Banking Days from the date the Service Agreements and Schedules of Service under Rate Schedule FT-D are executed for all Expansion Capacity posted in the Expansion Capacity Open Season.

If Company awards Expansion Capacity to a prospective customer and such customer executes the Service Agreement and Schedule of Service under Rate Schedule FT-D for such Expansion Capacity, the deposit, if provided, will be credited to the bill for the first month of Service or returned to the Customer if requested.

If Company awards Expansion Capacity to a prospective customer who is also a Customer receiving Service, other than Service under Rate Schedule IT-S or Rate Schedule FT-X, and such prospective customer fails to meet the requirements for Expansion Capacity set out in paragraph 3.5, the Expansion Capacity awarded to such prospective customer shall be withdrawn and such prospective customer shall pay Company an amount equal to the lesser of:

- (i) one month demand charges for the Export Delivery Contract Demand set out on the Open Season Bid Form; or
 - (ii) \$10,000.
- (e) Company shall not be obligated to accept any bid if:
- (i) the Service Commencement Date is different from the date such Expansion Capacity may be available, as set out by Company in subparagraph 3.1(a); and
 - (ii) the prospective customer has not met the criteria set forth in article 3.0.

3.3 Conditional Bids

3.3.1 If a prospective customer's bid is subject to the condition set out in paragraph 8 of the Open Season Bid Form that such prospective customer has been awarded capacity through an Interconnecting Pipeline Open Season, Customer shall within 5 Banking Days from the Expansion Closing Date provide written notice to Company that either the condition has been satisfied or waived. If such

prospective customer fails to provide Company with such notice, the condition shall be deemed satisfied and Company may award Expansion Capacity to such prospective customer pursuant to paragraph 3.4.

- 3.3.2** If the capacity awarded to a prospective customer through an Interconnecting Pipeline Open Season is less than the requested Export Delivery Contract Demand set out in the Open Season Bid Form, prospective customer may reduce the Export Delivery Contract Demand to a quantity not less than the capacity awarded through such Interconnecting Pipeline Open Season.

3.4 Awarding of Expansion Capacity

Subject to paragraphs 3.3 and 3.5, Expansion Capacity shall be awarded to the prospective customers whose bids are accepted by Company as follows:

- (a) Company shall rank the bids in descending priority on the basis of the per unit product of the current FT-D Demand Rate multiplied by the requested term (where the bid with the highest per unit product shall have the higher priority);
- (b) Subject to subparagraph 3.4(d), Company shall award Expansion Capacity to the bids in sequential order, based on the priority established pursuant to subparagraph 3.4(a), until all the bids have been processed or until all Expansion Capacity has been awarded;
- (c) Subject to subparagraph 3.4(d), if two or more bids have the same priority and the Expansion Capacity is not sufficient to provide the total Export Delivery Contract Demand, then the Expansion Capacity shall be awarded to such bids on a pro rata basis based on the Export Delivery Contract Demand of each bid;
- (d) If the Expansion Capacity to be awarded to a bid as determined by Company in either subparagraph 3.4(b) or subparagraph 3.4(c) is less than the minimum Export Delivery Contract Demand as set out in such Open Season Bid Form, that bid shall be deemed to be rejected by Company and no Expansion Capacity shall

be awarded to such bid. The remaining Expansion Capacity shall continue to be awarded sequentially to the remaining bids based on the priority established pursuant to subparagraph 3.4(a), until all the bids have been processed or until all Expansion Capacity has been awarded; and

- (e) Company shall be deemed to have accepted the bids of prospective customers when Company awards Expansion Capacity to such prospective customers. Company shall notify such prospective customers who have been awarded Expansion Capacity within 10 Banking Days from the Expansion Closing Date.

3.5 Requirements for Expansion Capacity

Where Company awards Expansion Capacity to a prospective customer pursuant to paragraph 3.4, such prospective shipper shall, at the request of Company:

- (a) execute, within the time period specified by Company, a Service Agreement and Schedule of Service under Rate Schedule FT-D, for such Expansion Capacity;
- (b) provide sufficient financial information to demonstrate its creditworthiness; and
- (c) provide a Financial Assurance to Company pursuant to paragraph 10.1 of the General Terms and Conditions.

4.0 PROCEDURES FOR ACCESS TO FT-DW CAPACITY

4.1 Posting of FT-DW Capacity

If Company determines that capacity is available or may become available for Service under Rate Schedule FT-DW that does not require new Facilities (“FT-DW Capacity”), Company shall provide notice on its website of the open season for such FT-DW Capacity (the “FT-DW Capacity Open Season”). At least 3 Banking Days (excluding

statutory holidays in the United States) after such notice, Company shall post on its website:

- (a) the quantity of FT-DW Capacity available at the Export Delivery Point;
- (b) the date such FT-DW Capacity will be available; and
- (c) the Closing Date for such FT-DW Capacity Open Season.

4.2 FT-DW Capacity Bid Process

If Company posts FT-DW Capacity pursuant to paragraph 4.1, prospective customers may bid for such FT-DW Capacity, on any Banking Day up to and including the Closing Date, as follows:

- (a) Prospective customers shall submit a bid for such FT-DW Capacity in the form of a completed and unedited FT-DW Service Agreement and Schedule of Service attached as Exhibit “A” to the FT-DW Service Agreement;
- (b) The term of Service shall be the term as set out in Rate Schedule FT-DW;
- (c) All bids shall be irrevocable and must be received by Company by 11:00 hours CCT on the Closing Date;
- (d) No deposit is required to accompany the prospective customer’s bid;
- (e) A prospective customer and/or its affiliate, either together or individually, shall not submit a Schedule of Service for a quantity greater than the FT-DW Capacity being offered or submit multiple bids where the aggregate maximum FT-DW Capacity of the multiple bids exceeds the FT-DW Capacity being offered; and
- (f) Company shall not be obligated to accept any bid if:

- (i) the Service Commencement Date does not match the date such FT-DW Capacity is available as set out in the FT-DW Capacity Open Season notice; and
- (ii) the prospective customer has not met the criteria set forth in article 4.0.

4.3 Awarding of FT-DW Capacity

Subject to paragraph 4.4, FT-DW Capacity shall be awarded to the prospective customers whose bids are accepted by Company as follows:

- (a) Company shall rank the bids in descending priority on the basis of the FT-DW Bid Price (where the bid with the highest bid price shall have the higher priority);
- (b) Subject to subparagraph 4.3(d), Company shall award FT-DW Capacity to the bids in sequential order, based on the priority established pursuant to subparagraph 4.3(a), until all the bids have been processed or until all FT-DW Capacity has been awarded;
- (c) Subject to subparagraph 4.3(d), if two or more bids have the same priority and the FT-DW Capacity is not sufficient to provide the total maximum FT-DW Capacity, then the FT-DW Capacity shall be awarded to such bids on a pro rata basis based on the maximum FT-DW Capacity of each bid;
- (d) If the FT-DW Capacity to be awarded to a bid as determined by Company in either subparagraph 4.3(b) or subparagraph 4.3(c) is less than the minimum FT-DW Capacity as set out in such Schedule of Service, that bid shall be deemed to be rejected by Company and no FT-DW Capacity shall be awarded to such bid. The remaining FT-DW Capacity shall continue to be awarded sequentially to the remaining bids based on the priority established pursuant to subparagraph 4.3(a), until all the bids have been processed or until all FT-DW Capacity has been awarded; and

- (e) Company shall be deemed to have accepted the bids of prospective customers when Company awards FT-DW Capacity to such prospective customers. Company shall notify such prospective customers who have been awarded FT-DW Capacity within 3 Banking Days from the Closing Date.

4.4 Requirements for FT-DW Capacity

Where Company awards FT-DW Capacity to a prospective customer pursuant to paragraph 4.3, such prospective customer shall, at the request of Company:

- (a) provide sufficient financial information to demonstrate its creditworthiness; and
- (b) provide a Financial Assurance to Company pursuant to paragraph 10.1 of the General Terms and Conditions.

5.0 PROCEDURES FOR ACCESS TO STFT CAPACITY

5.1 Posting of STFT Capacity

If Company determines that capacity is available or may become available for Service under Rate Schedule STFT that does not require new Facilities (“STFT Capacity”), Company shall provide notice on its website of the open season for such STFT Capacity (the “STFT Capacity Open Season”). At least 3 Banking Days (excluding statutory holidays in the United States) after such notice, Company shall post on its website:

- (a) the quantity of STFT Capacity available at the Export Delivery Point;
- (b) the date such STFT Capacity will be available;
- (c) the Months such STFT Capacity is available; and
- (d) the Closing Date for such STFT Capacity Open Season.

5.2 STFT Capacity Bid Process

If Company posts STFT Capacity pursuant to paragraph 5.1, prospective customers may bid for such STFT Capacity, on any Banking Day up to and including the Closing Date, as follows:

- (a) Prospective customers shall submit a bid for such available STFT Capacity in the form of a completed and unedited Schedule of Service attached as Exhibit "A" to the STFT Service;
- (b) The requested term of Service, as established by the requested Service Commencement Date and requested Service Termination Date, each set out on the Schedule of Service, shall be a minimum term of 7 days and a maximum term of one year less one day and shall end on the last day of a Month;
- (c) All bids must be received by Company by 11:00 hours CCT on the Closing Date and shall be irrevocable at that time;
- (d) No deposit is required to accompany the prospective customer's bid;
- (e) A prospective customer and/or its affiliate, either together or individually, shall not submit a Schedule of Service for a quantity greater than the STFT Capacity being offered or submit multiple bids where the aggregate maximum STFT Capacity of the multiple bids exceeds the STFT Capacity being offered; and
- (f) Company shall not be obligated to accept any bid if:
 - (i) the Service Commencement Date is within 5 Banking Days of the Closing Date;
 - (ii) the prospective customer has not met the criteria set forth in article 5.0.

5.3 Awarding of STFT Capacity

Subject to paragraph 5.4, STFT Capacity shall be awarded to the prospective customers whose bids are accepted by Company as follows:

- (a) Company shall rank the bids in descending priority based on the following criteria:
 - (i) first, on the basis of the per unit product of the STFT Bid Price multiplied by the requested term (where the bid with the highest per unit product shall have the higher priority); and
 - (ii) second, by the Service Commencement Date (where the bid with the earlier Service Commencement Date shall have the higher priority).
- (b) Subject to subparagraph 5.3(e), Company shall award STFT Capacity to the bids in sequential order, based on the priority established pursuant to subparagraph 5.3(a), until all the bids have been processed or until all STFT Capacity has been awarded;
- (c) Subject to subparagraph 5.3(e), if two or more bids have the same priority and the STFT Capacity is not sufficient to provide the total maximum STFT Capacity, then the STFT Capacity shall be awarded to such bids on a pro rata basis based on the maximum STFT Capacity of each bid;
- (d) No deposit is required to accompany the prospective customer's bid;
- (e) If the STFT Capacity to be awarded to a bid as determined by Company in either subparagraph 5.3(b) or subparagraph 5.3(c) is less than the minimum STFT Capacity as set out in such Schedule of Service, that bid shall be deemed to be rejected by Company and no STFT Capacity shall be awarded to such bid. The remaining STFT Capacity shall continue to be awarded sequentially to the remaining bids based on the priority established pursuant to subparagraph 5.3(a),

until all the bids have been processed or until all STFT Capacity has been awarded; and

- (f) Company shall be deemed to have accepted the bids of prospective customers when Company awards Capacity to such prospective customers. Company shall notify such prospective customers who have been awarded Capacity within 3 Banking Days from the Closing Date.

5.4 Requirements for STFT Capacity

Where Company awards STFT Capacity to a prospective customer pursuant to paragraph 5.3, such prospective customer shall, at the request of Company:

- (a) provide sufficient financial information to demonstrate its creditworthiness; and
- (b) provide a Financial Assurance to Company pursuant to paragraph 10.1 of the General Terms and Conditions.

5.5 STFT Daily Open Season

5.5.1 Posting of Capacity for STFT Daily Open Season

If on any Banking Day (excluding statutory holidays in the United States), Company determines there is STFT Capacity available that has not been awarded by Company pursuant to paragraph 5.3, Company shall post on its website (the “STFT Daily Open Season”) the following:

- (a) the quantity of STFT Capacity available at the Export Delivery Point;
- (b) the date such STFT Capacity will be available; and
- (c) the Months such STFT Capacity is available.

If all or a portion of such STFT Capacity has not been awarded pursuant to subparagraph 5.5.3, such STFT Capacity shall be deemed to be re-posted by

Company on each subsequent Banking Day (excluding statutory holidays in the United States) until such STFT Capacity is awarded pursuant to subparagraph 5.5.3 or until Company holds an Existing Capacity Open Season pursuant to paragraph 2.1 or a STFT Capacity Open Season pursuant to paragraph 5.1.

If, at any time, Company determines that it will hold an Existing Capacity Open Season pursuant to paragraph 2.1 or a STFT Capacity Open Season pursuant to paragraph 5.1, Company may reduce all or a portion of the STFT Capacity available for the STFT Daily Open Season. Company shall provide notice on its website, at least 3 Banking Days in advance, of any such reduction.

5.5.2 STFT Daily Open Season Bid Process

If Company posts STFT Capacity pursuant to subparagraph 5.5.1, prospective customers may bid for such STFT Capacity on the day that the STFT Capacity is posted or deemed to be re-posted as follows:

- (a) Prospective customers shall submit a bid for such available STFT Capacity in the form of a completed and unedited Schedule of Service attached as Exhibit “A” to the STFT Service Agreement;
- (b) The requested term of Service, as established by the requested service commencement date (the “Service Commencement Date”) and requested Service Termination Date, each set out on the Schedule of Service, shall be a minimum term of one week and a maximum of one year less one day and shall end on the last day of a Month;
- (c) All bids must be received by Company by 11:00 hours CCT on the day the STFT Capacity is posted or deemed re-posted and shall be irrevocable at that time;
- (d) No deposit is required to accompany the prospective customer’s bid;

-
- (e) A prospective customer and/or its affiliate, either together or individually, shall not submit a Schedule of Service for a quantity greater than the STFT Capacity being offered or submit multiple bids where the aggregate maximum STFT Capacity of the multiple bids exceeds the STFT Capacity being offered; and
 - (f) Company shall not be obligated to accept any bid if:
 - (i) the Service Commencement Date is within 5 Banking Days of the date such Existing Capacity is posted or deemed re-posted;
 - (ii) the prospective customer has not met the criteria set forth in paragraph 5.5.

5.5.3 Awarding of Capacity for STFT Daily Open Season

Subject to subparagraph 5.5.4, STFT Capacity shall be awarded each day to the prospective customers whose bids are accepted by Company as follows:

- (a) Company shall rank the bids in descending priority based on the following criteria:
 - (i) first, on the basis of the per unit product of the STFT Bid Price multiplied by the requested term (where the bid with the highest per unit product shall have the higher priority); and
 - (ii) second, by the Service Commencement Date (where the bid with the earlier Service Commencement Date shall have the higher priority).
- (b) Subject to subparagraph 5.5.3(d), Company shall award STFT Capacity to the bids in sequential order, based on the priority established pursuant to

subparagraph 5.5.3(a), until all the bids have been processed or until all STFT Capacity has been awarded;

- (c) Subject to subparagraph 5.5.3(d), if two or more bids have the same priority and the STFT Capacity is not sufficient to provide the total maximum STFT Capacity, then the STFT Capacity shall be awarded to such bids on a pro rata basis based on the maximum STFT Capacity of each bid;
- (d) If the STFT Capacity to be awarded to a bid as determined by Company in either subparagraph 5.5.3(b) or paragraph 5.5.3(c) is less than the minimum STFT Capacity as set out in such Schedule of Service, that bid shall be deemed to be rejected by Company and no STFT Capacity shall be awarded to such bid. The remaining STFT Capacity shall continue to be awarded sequentially to the remaining bids based on the priority established pursuant to subparagraph 5.5.3(a), until all the bids have been processed or until all STFT Capacity has been awarded; and
- (e) Company shall be deemed to have accepted the bids of prospective customers when Company awards STFT Capacity to such prospective customers. Company shall notify such prospective customers who have been awarded STFT Capacity within 2 Banking Days from the date such Existing Capacity is posted or deemed re-posted.

5.5.4 Requirements for STFT Capacity

Where Company awards Existing Capacity to a prospective customer pursuant to subparagraph 5.5.3, such prospective shipper shall, at the request of Company:

- (a) provide sufficient financial information to demonstrate its creditworthiness; and

- (b) provide a Financial Assurance to Company pursuant to paragraph 10.1 of the General Terms and Conditions.

6.0 EXISTING CAPACITY / EXPANSION CAPACITY OPEN SEASON BID FORM

1. Customer: _____

2. Export Delivery Point: _____

3. Export Delivery Contract Demand: _____ GJ/d

4. Minimum Export Delivery Contract Demand: _____ GJ/d

5. Service Commencement Date: _____
(YYYY / MM / DD)

6. Requested Service Termination Date: _____
(YYYY / MM / DD)

7. Deposit Amount: \$ _____ (CDN)

8. Is this bid subject to the following condition? yes / no

This bid is subject to the condition that customer has been awarded at least _____ GJ/d through the _____ Interconnecting Pipeline Open Season held _____ to _____.

CUSTOMER: _____

(signature)

(name/title)

(signature)

(name/title)

7.0 DAILY OPEN SEASON BID FORM

1. Customer: _____
2. Export Delivery Point: _____
3. Export Delivery Contract Demand: _____ GJ/d
4. Minimum Export Delivery Contract Demand: _____ GJ/d
5. Service Commencement Date: _____
(YYYY / MM / DD)
6. Requested Service Termination Date: _____
(YYYY / MM / DD)

CUSTOMER: _____
(signature)

(name/title)

(signature)

(name/title)

8.0 GENERAL TERMS AND CONDITIONS

8.1 These terms and conditions are subject to the terms and conditions of Service set forth in the Tariff.

**APPENDIX “B”
TO
GAS TRANSPORTATION TARIFF
OF
NOVA GAS TRANSMISSION LTD.**

**TERMS AND CONDITIONS RESPECTING
RELIEF FOR MAINLINE CAPACITY RESTRICTIONS**

**TERMS AND CONDITIONS RESPECTING
RELIEF FOR MAINLINE CAPACITY RESTRICTIONS**

1.0 DEFINITIONS

1.1 Capitalized terms used in this Appendix have the meanings attributed to them in the Tariff unless otherwise defined in this Appendix.

2.0 RELIEF AVAILABILITY

2.1 Relief for mainline capacity restrictions will be made available to Customers in accordance with these terms and conditions.

2.2 A Customer entitled to service under Rate Schedule FT-R, Rate Schedule FT-RN, Rate Schedule LRS or Rate Schedule LRS-3 will be granted relief in respect of the monthly demand charge applicable to a Schedule of Service (the “Relief”) in circumstances where Company determines that service cannot be made available as a result of a mainline capacity restriction, provided Company has determined that:

- (i) the capacity restriction has occurred as a result of actual gas supply varying from Company’s assumptions and forecasts of gas supply that were relied upon in designing mainline Facilities required to provide service to which Customer is entitled at a Receipt Point; and
- (ii) Company has received an amount equal to 50% or less of Customer's aggregate Receipt Contract Demand, Eligible LRS Contract Demand or Eligible LRS-3 Contract Demand under all Customer’s Schedules of Service at a Receipt Point each day for a period of greater than thirty (30) consecutive days.

3.0 DETERMINATION OF RELIEF

3.1 The aggregate relief granted to Customer for the duration of the restriction and applied to Customer's monthly demand charge at the end of such restriction for all Schedules of Service at Receipt Points qualifying for relief shall be the sum of the Relief granted to Customer for each Schedule of Service determined as follows:

$$R = (A \times B \times C) \times \frac{D}{E}$$

Where:

"R" = the Relief granted to Customer under a Schedule of Service under Rate Schedule FT-R, Rate Schedule FT-RN, Rate Schedule LRS or Rate Schedule LRS-3;

"A" = the aggregate Receipt Contract Demand, Eligible LRS Contract Demand or Eligible LRS-3 Contract Demand in such Schedule of Service;

"B" = the number of days that Company determines qualify for Relief;

"C" = the amount of restriction, expressed as a percentage, that Company determines is applicable to such Schedule of Service;

"D" = the FT-R Demand Rate multiplied by the Price Point applicable to such Schedule of Service under Rate Schedule FT-R, the FT-RN Demand Rate applicable to such Schedule of Service under Rate Schedule FT-RN, the Effective LRS Rate or LRS-3 Demand Rate; and

“E” = the average number of days in a month.

- 3.2** Any volume of gas received during the period of the restriction at a Receipt Point, in excess of the aggregate of all Customer’s Receipt Contract Demand, Eligible LRS Contract Demand or Eligible LRS-3 Contract Demand multiplied by the amount of restriction, expressed as a percentage, that Company determines is applicable, shall be allocated as Over-Run Gas and charged in accordance with paragraph 4.3 of Rate Schedule FT-R and/or paragraph 4.3 of Rate Schedule FT-RN and/or paragraph 4.3 of Rate Schedule LRS and/or paragraph 4.3 of Rate Schedule LRS-3.
- 3.3** These terms and conditions are subject to the terms and conditions of Service set forth in the Tariff.

**APPENDIX “C”
TO
GAS TRANSPORTATION TARIFF
OF
NOVA GAS TRANSMISSION LTD.**

**TERMS AND CONDITIONS
RESPECTING TITLE TRANSFERS**

**TERMS AND CONDITIONS
RESPECTING TITLE TRANSFERS**

1.0 DEFINITIONS

1.1 Capitalized terms used in this Appendix have the meanings attributed to them in the Tariff unless otherwise defined in this Appendix.

2.0 AVAILABILITY OF TITLE TRANSFERS

2.1 A Customer entitled to receive service under any Rate Schedule that permits title transfers may transfer all or a portion of Customer's Inventory to another Customer or may accept a transfer of all or a portion of Customer's Inventory from another Customer provided such other Customer is entitled to receive service under any Rate Schedule that permits title transfers on the following terms and conditions.

2.2 Customers requesting a title transfer shall provide Company with notice via Company's electronic bulletin board ("EBB"). The notice shall include the following:

- (a) the Customer transferring Customer's Inventory;
- (b) the Customer receiving Customer's Inventory;
- (c) the quantity (in energy) of Customer's Inventory to be transferred;
- (d) the effective date of the title transfer; and
- (e) if the notice provides for Customer's Inventory to be transferred over a series of days, the last day of such series upon which title transfer is to be made.

Company will process title transfers throughout the day but such title transfers shall be effective at the beginning of the day. Notice must be received by Company from Customer or from an agent duly authorized to act on behalf of Customer in accordance with article 4.0 of this Appendix.

3.0 TERMINATION OF TITLE TRANSFERS

3.1 A title transfer may be terminated prior to the date referred to in subparagraph 2.2(e), upon receipt by Company of notice satisfactory to Company by one of the Customers involved in the transfer. The termination of the title transfer will be effective on the day Company receives notice of such termination or on a subsequent day as specified in the notice.

4.0 GENERAL PROVISIONS

4.1 These terms and conditions are subject to the terms and conditions of Service set forth in the Tariff, including the provisions of the Terms and Conditions Respecting Customer's Inventories and Related Matters in Appendix "D" of the Tariff. Without limiting the generality of the foregoing, a title transfer shall not be effective if Company determines, acting reasonably, that the title transfer will result in either Customer involved in the transfer falling outside of the Balanced Zone prescribed in Appendix "D".

4.2 A title transfer may be carried out through an agent provided that Company receives an executed Notice of Appointment of Agent for Title Transfers, in the form prescribed by Company from time to time, authorizing the agent to act on behalf of the Customers involved in the transfer.

4.3 There will be no charge or fee payable to Company for title transfers under these terms and conditions.

**APPENDIX “D”
TO
GAS TRANSPORTATION TARIFF
OF
NOVA GAS TRANSMISSION LTD.**

**TERMS AND CONDITIONS RESPECTING
CUSTOMER’S INVENTORIES AND RELATED MATTERS**

**TERMS AND CONDITIONS RESPECTING
CUSTOMER'S INVENTORIES AND RELATED MATTERS**

1.0 DEFINITIONS

1.1 Capitalized terms used in this Appendix have the meanings attributed to them in the Tariff unless otherwise defined in this Appendix.

In this Appendix:

1.2 "Balanced Zone" shall mean for each Day, subject to Articles 6.0 and 7.0, the range of a Customer's Inventory between the amounts determined as follows:

- (i) the positive value of the greater of:
 - (a) two (2) TJ's; or
 - (b) the sum of:
 - (I) four (4) percent of the quotient obtained when the sum of the Total Quantity for all Receipt Points in the Billing Month for a Customer (excluding all Total Quantity in relation to storage facilities and title transfers) is divided by the total number of days in the Billing Month; and
 - (II) four (4) percent of the quotient obtained when the sum of the Total Quantity for all Delivery Points in the Billing Month for a Customer (excluding all Total Quantity in relation to storage facilities and title transfers) is divided by the total number of days in the Billing Month; and

(ii) the negative value of the amount determined in subparagraph 1.2(i).

1.3 “Daily Plan” shall mean the written plan Customer shall provide to Company which shall set out all information on how Customer will comply with this Appendix, including all known or anticipated changes to Customer’s Inventory for the Day.

1.4 “NIT List” shall mean the list provided to Company by Customer, of at least 10 active title transfers of Customer’s Inventory excluding title transfers between:

(i) agency accounts;

(ii) affiliates; and

(iii) Customers whose marketing and management services are provided by the same entity.

1.5 “Pipeline Tolerance Level” shall mean the quantity of linepack in the Facilities determined by Company from time to time to enable the optimum operation of the Company’s Facilities.

1.6 “Total Quantity” shall mean the aggregate energy calculated for a Billing Month for a Receipt Point or a Delivery Point.

2.0 DELIVERY NOMINATIONS

2.1 Company may refuse to accept an increase in a Nomination placed on behalf of a Customer at any of Customer's Delivery Points unless two (2) hours prior to the time that such Nomination is to take effect Company has been able to confirm through Common Stream Operators that:

- (i) the aggregate of the Flows at all of Customer's Receipt Points will equal the aggregate of the Flows at all of Customer's Delivery Points when the increase in Nomination takes effect; and
- (ii) Customer will have gas available to meet the Customer's receipt Nominations at all of Customer's Receipt Points when the increase in Nomination takes effect.

3.0 DETERMINATION AND ALLOCATION OF FLOWS

3.1 Company will determine and allocate Flows at Receipt Points and Delivery Points in the following manner:

- (i) Flow at a Receipt Point will be determined as follows:
 - (a) Company will obtain an estimate of the Flow at a Receipt Point from the Common Stream Operator, if available, and will verify, or revise if deemed necessary by Company, the information obtained based on electronically gathered data, if available, or, if electronically gathered data is not available for any reason, based on Company's estimate made by taking into account the most recent measurement data, subsequent changes in Nominations and available historical data.

-
- (b) If an estimate of the Flow at a Receipt Point is unavailable from the Common Stream Operator for any reason, Company will estimate the Flow based on electronically gathered data, if available, or, if electronically gathered data is not available for any reason, by taking into account the most recent measurement data, subsequent changes in Nominations and available historical data.
- (ii) Flow at a Receipt Point will be allocated to each Customer at a Receipt Point based on the allocation made by the Common Stream Operator, if available, or, if for any reason an allocation for any Customer is unavailable from the Common Stream Operator, in the same proportion as the Customer's Nomination at the Receipt Point is of the aggregate of all Nominations for all Customers at the Receipt Point.
- (iii) Flow at a Delivery Point will be estimated based on electronically gathered data, if available, or, if electronically gathered data is not available for any reason, by taking into account the most recent measurement data, subsequent changes in Nominations and available historical data.
- (iv) Flow at a Delivery Point will be allocated to each Customer at a Delivery Point in the same proportion as such Customer's Nomination at the Delivery Point is of the aggregate of all Nominations for all Customers at the Delivery Point.

3.2 Company will determine and allocate Total Quantity at Receipt Points and Delivery Points as follows:

- (i) Total Quantity at Receipt Points for a Billing Month will be determined based on final measurement data obtained by Company in the month following the Billing Month.

-
- (ii) Total Quantity at a Receipt Point for a Billing Month will be allocated by the Common Stream Operator to each Customer receiving Service at the Receipt Point during the Billing Month.
 - (iii) Total Quantity at Delivery Points for a Billing Month will be determined based on final measurement data obtained by Company in the month following the Billing Month.
 - (iv) Total Quantity at a Delivery Point for a Billing Month will be allocated to each Customer receiving Service at the Delivery Point during the Billing Month in the same proportion as such Customer's Nomination at the Delivery Point is of the aggregate of all Nominations for all Customers at the Delivery Point.

3.3 Company's determinations and allocation of Flows and Total Quantity at Receipt Points and Delivery Points, made in accordance with these terms and conditions, will be conclusive and binding on Customers for the purposes of any action taken by Company pursuant to these terms and conditions or any provision contained within the Tariff.

4.0 DAILY BALANCED ZONE REQUIREMENTS

4.1 On each Day Customer shall ensure that such Customer's Inventory shall be within the Balanced Zone at the end of such Day. Customer shall have until 10:30 MST on the following Day to get Customer's Inventory within the Balanced Zone. It is the Customer's responsibility to monitor Customer's Inventory and balancing requirements utilizing the information tools provided by Company. Company may on any Day request Customer to provide a Daily Plan and Customer shall provide such Daily Plan to Company on or before 16:00 hours (Calgary clock time) on such Day.

4.2 If Customer fails to comply with paragraph 4.1 on any Day, Company, to the extent necessary to ensure compliance with paragraph 4.1, may:

-
- (i) Cancel prior to the end of the next Day all or a portion of any title transfer(s) set out in NIT List. If Customer has not provided Company with a NIT List, Company shall be entitled to randomly select which title transfer(s) shall be reduced and/or cancelled to ensure Customer's Inventory is within Customer's Balanced Zone, commencing with the shortest term title transfer(s) and excluding title transfers between:
- (a) agency accounts;
 - (b) affiliates; and
 - (c) Customers whose marketing and management services are provided by the same entity.

Any title transfer(s) selected by Company to balance a Customer's Inventory with a term longer than one day shall be deemed to be cancelled for the balance of that term. After such cancellation, Company shall use reasonable efforts to contact and advise Customer and the counter party to the title transfer that all or a portion of the title transfer has been cancelled;

- (ii) Decrease Customer's current Day Nominations; and
- (iii) Decrease Customer's allocations received from the Common Stream Operator to match current Day Nominations.

4.3 If Customer fails to comply with paragraph 4.1, and Company fails to obtain Customer compliance of paragraph 4.1 by virtue of implementing paragraph 4.2 for three (3) consecutive Days, Company, in addition to any other remedy it may have, shall be entitled to suspend on two (2) hours written notice to Customer:

- (i) All or a portion of Service to such Customer, provided however such suspension shall not relieve Customer of its obligation to pay any rate, toll charge or other amount payable to Company; and
- (ii) Customer's access to any electronic tool that allows Customer to transact business on Company's Facilities, provided however such suspension shall not relieve Customer of its obligation to pay any rate, toll charge or other amount payable to Company.

5.0 DISCRETION

5.1 For any Day a Customer's Inventory may be outside the Balanced Zone by an amount equal to the sum of the following:

- (i) The difference between the estimated extrapolated physical receipt flow at 16:00 (Calgary clock time) and the finalized physical receipt quantity at the end of such Day;
- (ii) The difference between the forecasted extraction quantities as provided to Company by the Extraction Plants, at 16:00 (Calgary clock time) and the extraction quantities as provided to Company by the Extraction Plants, at the end of such Day;
- (iii) Historical changes that are applied by Company to Customer's Inventory during the Day; and

- (iv) Net change for such Day to a border delivery nomination between the requested quantity and allowable quantity when Company implements a border delivery restriction and notification of such restriction to Customer occurs after 16:00 (Calgary clock time).

Provided however, Customer shall cause Customer's Inventory to be within the Balanced Zone by the end of the Day following such Day.

- 5.2** If Customer fails to comply with paragraph 5.1, Company may implement the remedies set out in subparagraphs 4.2 (i), (ii), and (iii). If Customer fails to comply with paragraph 5.1 for three consecutive Days, Company may implement the remedies in subparagraphs 4.3(i) and (ii).

6.0 CHANGES TO PIPELINE TOLERANCE LEVEL

- 6.1** Company may from time to time change the Pipeline Tolerance Level, which shall result in the following changes to Customer's Balanced Zone:
- (i) If Company determines the Pipeline Tolerance Level needs to be increased, the Customer's Balanced Zone shall be between zero and the amount determined in subparagraph 1.2(i); or
 - (ii) If Company determines the Pipeline Tolerance Level needs to be decreased, the Customer's Balanced Zone shall be between zero and the amount determined in subparagraph 1.2(ii).
- 6.2** If on any Day Company changes the Pipeline Tolerance Level prior to 12:00 hours (Calgary clock time) Customer's Inventory must be within Customer's changed Balanced Zone by the end of such Day.

-
- 6.3** If on any Day Company changes the Pipeline Tolerance Level on or after 12:00 hours (Calgary clock time) the changed Pipeline Tolerance Level shall be effective at the start of the next Day and Customer's Inventory must be within Customer's changed Balanced Zone by the end of such next Day.
- 6.4** Notwithstanding paragraphs 6.2 and 6.3 Customer shall continue to comply with paragraph 4.1.
- 6.5** If an ERC Event (as defined in Appendix "G" of the Tariff) or Force Majeure (as set out in Article 12.0 of the General Terms & Conditions of the Tariff) occurs, and Company determines, in its sole discretion, that the Pipeline Tolerance Level must be changed for the safe and effective operation of the Facilities, Company may, notwithstanding paragraphs 6.2 and 6.3, immediately change the Pipeline Tolerance Level to a level determined by Company. Customer's Inventory shall be within Customer's changed Balanced Zone within twenty-four (24) hours from the effective time of the revised Pipeline Tolerance Level as posted by Company on its electronic bulletin board.

7.0 NIT ONLY CUSTOMERS

- 7.1** Notwithstanding anything contained in this Appendix, a Customer who does not have any physical receipt quantities or any physical delivery quantities, excluding Total Quantity in relation to storage facilities, shall not be entitled to a Balanced Zone and must balance to zero (0) at the end of each Day.
- 7.2** If on any Day, Company determines such Customer did not balance to zero (0) at the end of such Day, Company shall be entitled to cancel all or a portion of any title transfer(s) set out in NIT List, as Company determines necessary to ensure Customer balances to zero (0). If Customer has not provided Company with a NIT List, Company shall be entitled to randomly select which title transfer(s) shall be cancelled and/or reduced, commencing with the shortest term of title transfer(s) and excluding title transfers between:

- (a) agency accounts;
- (b) affiliates; and
- (c) Customers whose marketing and management services are provided by the same entity.

Any title transfer(s) selected by Company to balance a Customer's Inventory with a term longer than one day, shall be deemed to be cancelled for the balance of that term. After such cancellation, Company shall use reasonable efforts to contact and advise the Customer and the counter party to the title transfer that all or a portion of the title transfer has been cancelled.

7.3 If Customer fails to comply with paragraph 7.1 for three (3) consecutive Days, Company, in addition to any other remedy it may have, shall be entitled to suspend on two (2) hours written notice to Customer:

- (i) All or a portion of Service to such Customer, provided however such suspension shall not relieve Customer of its obligation to pay any rate, toll charge or other amount payable to Company; and
- (ii) Customer's access to any electronic tool that allows Customer to transact business on Company's Facilities, provided however such suspension shall not relieve Customer of its obligation to pay any rate, toll charge or other amount payable to Company.

8.0 ADMINISTRATION OF CUSTOMER'S INVENTORIES AT MONTH END

8.1 On one (1) occasion each month Company, using the Total Quantity and allocation of Total Quantity for each of Customer's Receipt Points and Delivery Points on the pipeline

system, will determine Customer's Inventory for each Customer receiving Service in the Billing Month. Company's monthly determination of Customer's Inventory will incorporate the revision of any allocation of Flow provided to Company in respect of any prior period and the reallocation of the Flow among Customers.

8.2 Company will notify a Customer if such Customer's Inventory is negative. A Customer may reduce such negative amount through one (1) or a series of inventory transfers carried out in accordance with Company's Terms and Conditions Respecting Title Transfers. If Customer does not reduce such negative Customer's Inventory through title transfers then such negative amount shall be subtracted from Customer's Inventory each Day at a rate equivalent to the greater of:

- (i) the absolute value of one thirtieth ($1/30^{\text{th}}$) of such negative amount; and
- (ii) 100 GJ.

8.3 Company will notify Customer if such Customer's Inventory is positive. A Customer may reduce such positive amount through one (1) or a series of inventory transfers carried out in accordance with Company's Terms and Conditions Respecting Title Transfers. If Customer does not reduce such positive Customer's Inventory through title transfers then such positive amount shall be added to Customer's Inventory each Day at a rate equivalent to the greater of:

- (i) one thirtieth ($1/30^{\text{th}}$) of such amount; and
- (ii) 100 GJ.

9.0 CUSTOMER'S RESPONSIBILITY

9.1 Customer is responsible to comply with this Appendix twenty four (24) hours a Day, even if Company is unable to contact Customer on such Day.

**APPENDIX “E”
TO
GAS TRANSPORTATION TARIFF
OF
NOVA GAS TRANSMISSION LTD.**

**CRITERIA FOR DETERMINING
PRIMARY TERM**

CRITERIA FOR DETERMINING PRIMARY TERM

1.0 DEFINITIONS

1.1 Capitalized terms used in this Appendix have the meanings attributed to them in the Tariff unless otherwise defined in this Appendix.

2.0 INTRODUCTION

2.1 If, pursuant to subparagraphs 5.1(ii) of Rate Schedule FT-R or Rate Schedule FT-P, Company determines that new Facilities are required to be installed or constructed at any Receipt Point to provide the Service requested under a Schedule of Service under Rate Schedule FT-R or Rate Schedule FT-P, Company will determine the Primary Term and Surcharge, if any, in accordance with this Appendix.

2.2 The decision to install or construct new Facilities shall be made by Company. In making such decision, Company will take into account factors which may include, but shall not be limited to: capital investment, Receipt Contract Demand, Points to Point Contract Demand, established reserves and area resource potential.

3.0 DETERMINATION OF PRIMARY TERM

3.1 The Primary Term is the number of years of Service under a Schedule of Service under Rate Schedule FT-R or Rate Schedule FT-P required for the cumulative present value revenue (“CPVR”) to equal or exceed the cumulative present value cost of service (“CPVCOS”). In calculating the Primary Term, partial years shall be rounded up to the

next whole year. The Primary Term may vary from one to fifteen years. If a fifteen-year Primary Term is insufficient for the CPVR to equal or exceed the CPVCOS, then a Surcharge shall be charged by Company.

An example of the calculation of Primary Term is set out in Attachment 1 to this Appendix.

3.2 Determination of CPVR

- (i) In determining the CPVR, the annual revenue for the first year attributable to the Facilities shall be estimated as follows:

$$\text{AR} = \text{A} \times \text{B} \times 12 \text{ months}$$

Where:

“AR” = annual revenue attributable to the Facilities

“A” = the Receipt Contract Demand or the Points to Point Contract Demand requested by Customer

“B” = the FT-R Demand Rate at the applicable Receipt Point multiplied by the applicable Price Point or the FT-P Demand Rate at the applicable Receipt Point

- (ii) Commencing in the second year of the Primary Term the annual revenue shall be escalated at 2% per annum. The CPVR for the Primary Term is then calculated by adding each year's revenue, discounted at Company's current pre-tax rate of return. The escalation rate and the pre-tax rate of return may vary from time to time as determined by Company.

3.3 Determination of CPVCOS

In determining the CPVCOS the estimated capital cost for the first year of metering and other Facilities required to be installed or constructed at any Receipt Point to provide the Service requested shall be used. Estimated capital costs include all direct and indirect costs required to declare a Billing Commencement Date in respect of the requested Service. Facilities are designed in accordance with the criteria and assumptions outlined in Company's Annual Plan.

Commencing in the second year of the Primary Term the annual cost of service ("COS") shall be discounted at Company's current pre-tax rate of return. The CPVCOS for the Primary Term is then calculated by adding each year's COS, discounted at Company's current pre-tax rate of return. Such rate of return may vary from time to time as determined by Company.

The COS is equal to the sum of the components as described in (i) through (v) below.

(i) Operating and Maintenance ("O&M")

O&M expense is estimated based on Company's system average O&M costs.

O&M expense is escalated at 2% per annum commencing in the second year of the Primary Term. The escalation rate may vary from time to time as determined by Company.

(ii) Municipal Taxes

Municipal tax expense is estimated at Company's system average rate of 1.15% of estimated capital cost and is escalated at 2% per annum commencing in the second year of the Primary Term. Company's system average rate and escalation rate may vary from time to time as determined by Company.

(iii) Depreciation

Depreciation expense is calculated on a straight-line basis using the rate required to fully depreciate the estimated capital cost of the Facilities over the Primary Term. This depreciation rate is calculated using an iterative process and is used solely for the determination of Primary Term.

(iv) Income Taxes

Income tax expense is calculated on a flow-through basis. The income tax rate used is computed by applying the current combined federal and provincial income tax rates.

(v) Return on Rate Base

Return on rate base is calculated by applying Company's current rate of return to the average of the opening and closing balances in the rate base account for the applicable twelve month period. Rate base is equal to the estimated capital cost of the Facilities determined to be required to meet Customer's request for Service, less accumulated depreciation, plus a working capital adjustment. The rate of return may vary from time.

4.0 DETERMINATION OF SURCHARGE

- 4.1** If a fifteen-year Primary Term is insufficient for the CPVR to equal or exceed the CPVCOS, then a Surcharge shall be charged by Company over the Primary Term.
- 4.2** The Surcharge is calculated by Company such that when multiplied by the Receipt Contract Demand or the Points to Point Contract Demand and discounted over fifteen (15) years and added to the CPVR results in the CPVR being greater or equal to the CPVCOS.

5.0 REVIEW OF PRIMARY TERM AND SURCHARGE

- 5.1** Upon written request from Customer, Company will review the Primary Term and/or Surcharge on an existing Schedule of Service for Service under Rate Schedule FT-R or Rate Schedule FT-P.
- 5.2** If there is no Surcharge and either the actual capital cost of the Facilities is lower than originally estimated or actual revenue attributable to the Primary Term is higher than estimated, Company will reduce the Primary Term accordingly.
- 5.3** If there is a Surcharge, such Surcharge may be reduced prior to the end of the Primary Term if either the actual capital cost of the Facilities is lower than originally estimated or actual revenue attributable to the Primary Term is higher than estimated, and the resulting CPVCOS is less than or equal to CPVR.

Attachment 1
Illustrative Primary Term Calculation

(1)	(2)	(3)	(4)	(5)	(6)
Year	Annual Cost of Service	Cumulative Present Value Cost of Service (CPVCOS)	Annual Revenue	Cumulative Present Value Revenue (CPVR)	Net Present Value (Col. 5-3)
1999	149,329	149,329	121,306	121,306	(28,023)
2000	114,767	252,263	123,732	232,281	(19,982)
2001	121,294	349,836	126,207	333,806	(16,029)
2002	125,280	440,225	128,731	426,685	(13,539)
2003	127,295	522,599	131,305	511,654	(10,945)
2004	128,102	596,948	133,932	589,387	(7,561)
2005	127,551	663,346	136,610	660,501	(2,845)
2006	125,918	722,135	139,342	725,558	3,422
Total	1,019,536	722,135	1,041,165	725,558	3,422

Capital Cost: \$460,000

Receipt Contract Demand: $70 \times 10^3 \text{ m}^3 / \text{d}$ (2.5 MMcf/d)

FT-R Demand Rate: $\$143.52 / 10^3 \text{ m}^3 / \text{month}$ (\$4.05 / Mcf / month)

Primary Term Required: 8 years

Rate of Return on Rate Base: 9.03%

Discount Rate: 11.50%

Surcharge: N/A

**APPENDIX “F”
TO
GAS TRANSPORTATION TARIFF
OF
NOVA GAS TRANSMISSION LTD.**

NOTICE SCHEDULE FOR ELECTRONIC COMMERCE

**NOTICE SCHEDULE
FOR ELECTRONIC COMMERCE**

As of the following dates, Company will only accept the following notices via EBB.

Nominations ¹	February 1, 1999
Title Transfers	February 1, 1999

As of the following dates, Company will provide the following notices only via EBB.

Bill	October 1, 2006
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Note 1: Nominations for the purposes of this notice schedule shall mean a request for gas to be received into Company's Facilities at a field Receipt Point.

APPENDIX “G”
TO
GAS TRANSPORTATION TARIFF
OF
NOVA GAS TRANSMISSION LTD

TERMS AND CONDITIONS RESPECTING
EMERGENCY RESPONSE COMPENSATION

**TERMS AND CONDITIONS RESPECTING
EMERGENCY RESPONSE COMPENSATION**

1.0 DEFINITIONS

1.1 Capitalized terms used in this Appendix have the meanings attributed to them in the Tariff unless otherwise defined in this Appendix.

In this Appendix:

1.2 “Allocation” shall mean the expected gas Flow allocated to each Customer by CSO at a Receipt Point and used by Company to estimate physical gas Flows for each Customer at such Receipt Point.

1.3 “Area of Impact” shall mean that portion of the Facilities determined by Company, to be directly affected by an ERC Event.

1.4 “Claims” shall mean any claims, demands, actions, causes of actions, damages (including without limitation indirect, incidental, consequential, exemplary, punitive, loss of profits, revenue, or similar damages), deficiencies, losses, liabilities, expenses, or costs of any nature and kind whatsoever (including without limitation legal costs on a solicitor and his own client basis and costs of investigation).

1.5 “Duration of the ERC Event” shall mean the period of time (rounded to the closest half hour) commencing at the time the first Plant is requested by Company to reduce Flow and ending two hours after the time the last Plant has been requested by Company to resume Flow to the rate determined by Company. Duration of the ERC Event shall be determined by Company and shall not exceed 48 hours.

1.6 “Emergency Response Compensation” or “ERC” shall mean the emergency response compensation that may be made available to Customer or provided by Customer by way of an ERC Adjustment.

- 1.7** “ERC Adjustment” shall mean the debit or credit adjustment, as the case may be, to Customer’s bill for Service determined by Company in accordance with paragraph 5.4.
- 1.8** “ERC Energy” shall mean the difference, in energy, between what Customer flowed and what Customer should have flowed at each Receipt Point in the Area of Impact for the Duration of the ERC Event as determined by Company in accordance with paragraph 5.3.
- 1.9** “ERC Event” shall mean an event caused by a facility failure on Company’s Facilities or on the facilities of a downstream pipeline directly connected to the Facilities, which results in the operating pressure of the affected Facilities exceeding the Maximum Operating Pressure of such Facilities and Company implementing the ERC Procedure. An ERC Event shall not include an event where:
- (i) the overpressuring of the Facilities is caused by supply/demand account imbalances or gas supply production in excess of nominations; or
 - (ii) Company reduces Flow at all Receipt Points in Area of Impact to zero; or
 - (iii) overpressuring is alleviated by Company implementing the interruption and curtailment provisions set out in Article 11 of the General Terms and Conditions of the Tariff.
- 1.10** “ERC Procedure” shall mean the terms and conditions of this Appendix G.
- 1.11** “Maximum Operating Pressure” shall mean the maximum licensed operating pressure of the applicable Facilities.
- 1.12** “NGX” shall mean the electronic trading and clearing services provided by Natural Gas Exchange Inc.
- 1.13** “Plant” shall mean a gas processing facility connected to the Facilities.

1.14 “Renomination” shall mean a change in each Customer’s Nomination at an Export Delivery Point requested by the operator of the downstream pipeline connected to the Facilities.

2.0 PURPOSE

2.1 In the event of an ERC Event, Company relies on Plants in the Area of Impact to reduce Flows to mitigate a potential overpressure situation and the release of gas, which could threaten public safety and integrity of the Facilities. These ERC Procedures attempt to provide fair and equitable treatment to Customers who reduce Flow during an ERC Event through ERC Adjustments.

3.0 APPLICABILITY

3.1 The ERC shall:

- (i) only apply to Customers at Receipt Points in the Area of Impact;
- (ii) only apply for the Duration of the ERC Event; and
- (iii) not apply to connecting pipelines and storage facilities.

3.2 An ERC Event shall terminate when the Company determines the risk of overpressuring is managed through:

- (i) the reduction of Service in accordance with Article 11.0 of the General Terms and Conditions of the Tariff;
- (ii) the receipt of a Renomination and utilization of the Customer’s Inventories procedures in Appendix “D”; or
- (iii) the placement of affected Facilities back into service.

4.0 MANAGEMENT OF THE ERC EVENT

4.1 In the event that Company has determined an ERC Event has commenced, then:

- (i) Company will respond initially by diverting gas to the extent possible to interconnecting facilities where operating balance agreements exist and Delivery Points within the Area of Impact;
- (ii) Company will contact CSOs at Receipt Points in the Area of Impact and request Flow reductions to such volume as Company and CSO may agree to;
- (iii) Company will use reasonable efforts to notify Customers, within two hours from the commencement of the ERC Event, of the ERC Event and the estimated Area of Impact through Company's electronic bulletin board;
- (iv) Company will forward an ERC GS072 allocation form (which sets out the Allocations) to all CSOs at all Receipt Points in the Area of Impact and the CSO will complete and return such form, if necessary, within four (4) hours of CSOs requested effective time; and
- (v) Company will not allow Nomination increases at Receipt Points in the Area of Impact during the ERC Event.

4.2 Each Customer at Receipt Points in the Area of Impact shall be responsible for managing its daily Customer's Inventories in accordance with Appendix "D" of the Tariff.

4.3 CSOs shall within three business days after the termination of the ERC Event:

- (i) review the "Daily Common Stream Operator Report" (GS071); and
- (ii) notify Company of any Receipt Point measurement variance.

4.4 If CSOs fail to notify Company of any measurement variances in accordance with paragraph 4.3, Company shall use the unfinalized custody transfer measurement set out in the GS071 to determine the ERC Energy in accordance with paragraph 5.3.

5.0 DETERMINATION OF ERC ADJUSTMENT

5.1 Upon termination of the ERC Event, Company shall determine the ERC Adjustment for each Customer and Company shall apply the ERC Adjustment as a separate line item to the Customer's bill for Service two months following the month in which the ERC Event terminated. If Customer's ERC Adjustment is a negative amount, the Customer shall receive a credit for such amount on its bill for Service. If Customer's ERC Adjustment is a positive amount, the Customer shall receive a debit for such amount on its bill for Service and Customer shall pay such amount in accordance with Article 5.0 of the General Terms and Conditions of the Tariff. The aggregate of all ERC Adjustment debits for all Customers shall equal the aggregate of all ERC Adjustment credits for all Customers for the ERC Event.

5.2 Company's records shall form the sole basis for determining the ERC Adjustments. For the purpose of the ERC Adjustments, Flows shall be based on unfinalized custody transfer measurement as measured by Company and the daily allocation.

5.3 Calculation of ERC Energy

The aggregate ERC Energy for each Customer at all Receipt Points in the Area of Impact shall be equal to the sum of the ERC Energy for such Customer at each Receipt Point in the Area of Impact. The ERC Energy for each Customer at each Receipt Point shall be determined as follows:

$$\text{ERCE} = A - \left(\frac{B}{C} \times D \times \frac{t}{24 \text{ hr/day}} \right)$$

Where:

- “ERCE” = ERC Energy for each Customer at each Receipt Point in the Area of Impact;
- “A” = Customer’s estimated average energy, measured in GJ, at such Receipt Point in the Area of Impact for the Duration of the ERC Event;
- “B” = the aggregate of all Customers’ estimated average energy Flow at all Receipt Points in the Area of Impact for the Duration of the ERC Event;
- “C” = the aggregate of all Customers’ estimated energy Flow at all Receipt Points in the Area of Impact immediately prior to the ERC Event;
- “D” = Customer’s estimated average energy Flow at such Receipt Point immediately prior to the ERC Event; and
- “t” = Duration of the ERC Event.

5.4 Calculation of ERC Adjustment

Company shall determine each Customer’s ERC Adjustment for all Receipt Points in the Area of Impact as follows:

$$ERCA = ERCE \times P$$

Where:

- “ERCA” = Customer’s ERC Adjustment for all Receipt Points in the Area of Impact;

- “ERCE” = such Customer’s aggregate ERC Energy calculated in accordance with paragraph 5.3; and
- “P” = the average price of all gas trades on NGX for the period commencing at the start of the ERC Event and ending at 18:00 hours CCT on the Day the ERC Event terminates. If the ERC Event terminates on a non-business day, the period shall end at 18:00 hours CCT on the next business day. If during such period the number of gas trades on NGX is less than twenty (20) and the aggregate volume of gas traded is less than 200 MMcf/day then the average of the prices published in the Canadian Gas Price Reporter for such period plus one business day will be used to determine the price.

5.5 Reporting

Company shall provide CSOs and Customers affected by the ERC Event, within a reasonable time after the ERC Event, a report summarizing the calculations of the ERC Adjustment.

6.0 LIABILITY, INDEMNIFICATION AND FORCE MAJEURE

6.1 Liability of Company

Company shall not be liable to Customer, CSOs or any other person for any Claims resulting from, or arising in any manner directly or indirectly out of the ERC Procedure or any act or omission by the Company relating to the ERC Procedure, except any Claim which arises directly from any negligent act or omission of Company in applying the ERC Procedure.

6.2 Customer Indemnification

Customer shall be liable to and shall indemnify, defend and save harmless Company, its directors, officers, employees, agents, representatives, successors, assigns and shareholders, and each of them at all times, from and against any Claims, resulting from, or arising in any manner directly or indirectly out of the ERC Procedure or any act or omission by Company relating to the ERC Procedure, except any Claim which arises directly from any negligent act or omission of Company in applying the ERC Procedure.

6.3 Force Majeure

The ERC Procedure shall not prevent or otherwise restrict Company from declaring force majeure if the ERC Event constitutes a force majeure as defined in Article 12 of the General Terms and Conditions of the Tariff.

APPENDIX "H"
TO
GAS TRANSPORTATION TARIFF
OF
NOVA GAS TRANSMISSION LTD

TERMS AND CONDITIONS RESPECTING
CO₂ MANAGEMENT SERVICE

**TERMS AND CONDITIONS RESPECTING
CO₂ MANAGEMENT SERVICE**

1.0 DEFINITIONS

1.1 Capitalized terms used in this Appendix have the meanings attributed to them in the Tariff unless otherwise defined in this Appendix.

In this Appendix:

1.2 “Excess CO₂” shall mean the volume of CO₂ in excess of 2% contained in gas receipts with a CO₂ concentration exceeding 2%.

1.3 “Service” shall mean the CO₂ Management Service as approved by the Board via Decision 2002-084.

1.4 “Service Cap” shall mean the minimum annual average volume of Excess CO₂ that Company shall not be required to extract or cause to be extracted from its Facilities.

1.5 “System” shall mean Company’s Facilities.

2.0 CO₂ MANAGEMENT SERVICE CAP

2.1 Company will implement a Service Cap, to reduce the volume of Excess CO₂ remaining in the commingled gas stream. For Excess CO₂ volumes above the Service Cap level, Company will contract for CO₂ extraction.

2.2 The annual average Service Cap will be set at 155 10³m³/d (5.5 MMcf/d) initially, representing the volume of Excess CO₂ delivered to the System in 1999 (a reduction of approximately 300 10³m³/d (10.6 MMcf/d) of CO₂ from current levels). Company will reduce the annual average Service Cap to 125 10³m³/d (4.5 MMcf/d) following the fifth year of the Service.

2.3 Excess CO₂ delivered to the System is not expected to exceed 600 10³m³/d (21.3 MMcf/d). Should Company expect that the contracted volume of Excess CO₂ under the Service will exceed 600 10³m³/d (21.3 MMcf/d), Company shall provide notice to the Toll, Tariff, Facilities & Procedures Committee (“TTFP”) to initiate a review of the CO₂ Management Service to determine the effect of Service on Customers, producers and end-users. Within 90 days of the commencement of the TTFP review, Company on behalf of the TTFP will advise the Board of any required changes to the Service to ensure the Service will not have an impact on the commingled gas stream that has unintended consequential and a material adverse economic consequence on Customers, producers or end-users. In the event that the TTFP can not reach resolution on issues related to the CO₂ Management Service, Company on behalf of the TTFP will provide a report to the Board identifying such issues and seek Board direction. Company will continue to operate, offer and contract for the CO₂ Management Service during this time.

2.4 Should the contracted volume of Excess CO₂ under the Service continue to increase beyond 600 10³m³/d (21.3 MMcf/d), the TTFP will conduct similar reviews at increments of 100 10³m³/d (3.6 MMcf/d) unless otherwise agreed to by the TTFP or directed by the Board.

3.0 CO₂ RECEIPT ZONE

3.1 If, while providing the CO₂ Management Service, natural gas volumes containing CO₂ greater than 2% are expected to be delivered to a CPO and Company is satisfied that the CPO or its customers would experience a demonstrated material adverse impact, Company may designate a CO₂ Receipt Zone (“CRZ”) or arrange another alternative with the CPO at an Alberta Delivery Point or an Extraction Delivery Point. A material adverse impact is defined as a quantifiable cost to an industrial process (that uses natural gas as a feedstock) that would experience a material efficiency degradation or detriment of material economic consequence resulting from the receipt of gas containing CO₂ concentrations in excess of 2%. This applies only to the CO₂ concentrations in excess of 2% on a monthly average basis and does not include short-term upset conditions caused

from unplanned outages at CO₂ extraction facilities or upset conditions at Receipt Points where natural gas normally conforms with the 2% CO₂ receipt specification.

3.2 A CRZ will encompass the Receipt Points contributing to the commingled gas stream delivered to the affected CPO. To ensure that deliveries to the CPO do not contain CO₂ concentrations in excess of 2%, Company may at any time within the CRZ:

- (i) install real-time CO₂ analyzers to monitor CO₂ concentrations;
- (ii) enforce Maximum CO₂ Volumes associated with the Schedule of Service under Rate Schedule CO₂ within the CRZ;
- (iii) contract for additional local CO₂ extraction from existing or incremental facilities; and/or
- (iv) reduce gas volumes accepted under the CO₂ Management Service for short periods.

3.3 CO₂ Management Service within a CRZ may be suspended at any time for the following reasons:

- (i) excluding short-term upset conditions, Company cannot maintain the appropriate CO₂ concentration level within a CRZ; or
- (ii) sufficient CO₂ extraction capability is no longer available on terms and conditions satisfactory to Company.

3.4 Company will endeavor to ensure, on a real-time basis, that the commingled gas stream delivered to a CPO within a CRZ will not exceed 2% CO₂. In the case of a short-term upset, Company will take reasonable steps to ensure natural gas conforms to the 2% CO₂ receipt specification as soon as practical.

4.0 CO₂ EXTRACTION

- 4.1** Company will contract for CO₂ extraction to physically remove CO₂ from the gas stream. Company has two options available for contracting CO₂ extraction. The first option is to extract CO₂ from the gas upstream of the Receipt Point. The second option involves extracting CO₂ from gas that has already entered the System by removing gas from the System, extracting the CO₂ and returning the gas to the System. In either case, Company will contract only for CO₂ to be extracted from the gas. Under the second option, the CO₂ Management Service will not enable the removal of natural gas liquids (“NGLs”) from the gas stream except for those trace amounts of NGLs removed through the normal CO₂ extraction process.
- 4.2** Subject to the Service Cap, Company will contract for CO₂ extraction along the same flow path, upstream, downstream or in parallel, to the Receipt Point where natural gas containing Excess CO₂ is delivered on the System, provided such parallel stream converges upstream of major nodes. Company will contract for such CO₂ extraction to reasonably ensure the commingled gas stream at major nodes, such as Cochrane Junction or Empress, contains no more CO₂ than if natural gas at Receipt Points conforms to the 2% CO₂ specification. Major nodes, as determined by Company (acting reasonably), are points on the Company’s mainline outside of a defined CRZ where large volumes of natural gas from multiple Receipt Points on the upstream flow path are delivered or flow through and where industrial processes would experience a material efficiency degradation or detriment of a material economic consequence. Mainlines, for the purpose of defining flow paths, are generally pipelines of NPS 24 (609.6 mm) diameter or greater. Company will use reasonable efforts to apportion the CO₂ Service Cap among flow paths in proportion to the Excess CO₂ volumes that are received on the various flow paths.
- 4.3** Company will strive to obtain low cost extraction under optimally flexible contract terms and conditions such as ability to renew, terminate, and vary contract volumes on short notice.
- 4.4** To ensure that Company is not contracting for CO₂ extraction that was already occurring prior to industry discussions regarding the management of CO₂ on the System, a baseline

measure will be established as the lesser of 2% or the historical CO₂ content for the Receipt Point. Company will only contract for CO₂ extraction incremental to the baseline. Historical CO₂ content is deemed to be the CO₂ content for the Receipt Point in 1999 unless it is demonstrated to be an anomalous year in respect of any particular Receipt Point.

- 4.5** In most circumstances, Company will contract for CO₂ extraction through a confidential bid process. Where extraction is required in a particular area with limited options, Company may proceed to contract extraction services through bilateral negotiations.