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March 14, 2006

Alberta Energy and Utilities Board  
640 - 5th Avenue S.W.  
Calgary, Alberta  
T2P 3G4

Filed Electronically

Attention: Ms. Lisa Kelly  
Applications Officer, Utilities Branch

**Re: NOVA Gas Transmission Ltd. (NGTL)  
2005 General Rate Application Phase 2  
Decision 2006-010 - Compliance Filing  
Application No. 1396409**

Pursuant to paragraphs 4 and 5 of the Alberta Energy and Utilities Board (Board) Order included in Decision 2006-010 in respect of NGTL's 2005 General Rate Application Phase 2 (GRA Phase 2), NGTL submits the following regarding final rates, tolls and charges for 2005 (2005 Final Rates).

NGTL's 2005 interim rates, tolls and charges (2005 Interim Rates) were approved by the Board in Order U2004-446. The 2005 Interim Rates were based on an interim revenue requirement of \$1,187.0 million. In Decision 2005-057 the Board approved NGTL's revenue requirement settlement for 2005, 2006 and 2007, whereby the 2005 revenue requirement was set at \$1,160.0 million; deferral accounts were established for Revenue, CO<sub>2</sub> Management Service, and Flow-through Costs; and the balances of these deferral accounts were to be included in the calculation of the subsequent year's revenue requirement. NGTL collected \$1,230.7 million of revenue for the period of January 1, 2005 through December 31, 2005 under 2005 Interim Rates. In addition there were cost variations associated with the CO<sub>2</sub> Management Service and Flow-through Costs as outlined below, all of which are to be deferred to 2006. As a result, NGTL requests that the Board approve 2005 Interim Rates as 2005 Final Rates with the following deferral account balances being included in 2006 rates.

**Deferrals to 2006 (including carrying costs)**

Revenue Deferral	(\$69.8 million)
CO <sub>2</sub> Management Service Deferral	(\$4.2 million)
Flow-through Cost Deferral	<u>(\$1.4 million)</u>
Deferral to 2006	(\$75.4 million)

Appendix 1 sets out the 2005 Final Rates.

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**Proposal for 2006 Final Rates**

Concurrent with the filing of this application, NGTL has also filed an application for approval of final rates, tolls and charges for 2006 (2006 Final Rates). The proposed 2006 Final Rates are based on the 2006 revenue requirement calculated as per the 2005-2007 revenue requirement settlement, which includes the \$75.4 million deferral from 2005, and are in accordance with the rate design methodology approved in Decision 2006-010.

**Tariff Amendments**

Appendix 2 is the NGTL Tariff, effective May 1, 2006, reflecting tariff amendments approved in Decision 2006-010 with the exception of approved amendments regarding energy conversion. Approved amendments regarding energy conversion will become effective on November 1, 2006.

NGTL will notify its shippers, the members of the Tolls, Tariff, Facilities and Procedures Committee and interested parties to NGTL's 2005 GRA – Phase 2 of the availability of this application on TransCanada's Alberta System Website at the address below.

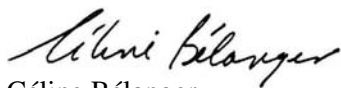
[http://www.transcanada.com/Alberta/regulatory\\_info/active\\_rates\\_services\\_filings.htm](http://www.transcanada.com/Alberta/regulatory_info/active_rates_services_filings.htm).

All notices and communications regarding this matter should be directed to Alex Harris by e-mail at alex\_harris@transcanada.com and alberta\_system@transcanada.com, or by phone at 920-6201.

Yours truly,

**NOVA Gas Transmission Ltd.**

a wholly owned subsidiary of TransCanada PipeLines Limited



Céline Bélanger  
Vice President, Regulatory Services

cc: Tolls, Tariff, Facilities and Procedures Committee (via e-mail)  
Alberta System Shippers

**TABLE OF RATES, TOLLS & CHARGES**

<b>Service</b>	<b>Rates, Tolls and Charges</b>		
1. Rate Schedule FT-R	Refer to Attachment "1" for the applicable FT-R Demand Rate per month and Surcharge for each Receipt Point Average Firm Service Receipt Price (AFSRP) \$173.09/10 <sup>3</sup> m <sup>3</sup>		
2. Rate Schedule FT-RN	Refer to Attachment "1" for the applicable FT-RN Demand Rate per month and Surcharge for each Receipt Point		
3. Rate Schedule FT-D	FT-D Demand Rate per month \$173.09/10 <sup>3</sup> m <sup>3</sup>		
4. Rate Schedule STFT	STFT Bid Price Minimum bid of 135% of FT-D Demand Rate		
5. Rate Schedule FT-DW	FT-DW Demand Rate per month \$302.91/10 <sup>3</sup> m <sup>3</sup>		
6. Rate Schedule FT-A	FT-A Commodity Rate \$0.50/10 <sup>3</sup> m <sup>3</sup>		
7. Rate Schedule FT-P	Refer to Attachment "2" for the applicable FT-P Demand Rate per month		
8. Rate Schedule LRS	<u>Contract Term</u>	<u>Effective LRS Rate (\$/10<sup>3</sup>m<sup>3</sup>/day)</u>	
	1-5 years	9.50	
	6-10 years	7.94	
	15 years	7.12	
	20 years	6.32	
9. Rate Schedule LRS-2	LRS-2 Rate per month \$50,000		
10. Rate Schedule LRS-3	LRS-3 Demand Rate per month \$192.37/10 <sup>3</sup> m <sup>3</sup>		
11. Rate Schedule IT-R	Refer to Attachment "1" for the applicable IT-R Rate and Surcharge for each Receipt Point		
12. Rate Schedule IT-D	IT-D Rate \$6.26/10 <sup>3</sup> m <sup>3</sup>		
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>
	9004-01000-0	\$ 1,980.00/day	70 10 <sup>3</sup> m <sup>3</sup> /d
15. Rate Schedule OS	<u>Schedule No.</u>	<u>Charge</u>	
	2003-004522-2	\$ 83,333.00 / month	
	2003-034359-2	\$ 899.00 / month	
	2004-158284-1	\$ 220.00 / month	
	2004-158283-1	\$ 165.00 / month	
	2004-158282-1	\$ 2,833.00 / month	
	2004-158280-2	\$ 860.00 / month	
	2004-156995-1	\$ 1,721.00 / month	
	2004-158279-1	\$ 22.00 / month	
	2004-158278-1	\$ 597.00 / month	
	2003-058096-5	\$ 163.00 / month	
	2004-156994-1	\$ 334.00 / month	
16. Rate Schedule CO <sub>2</sub>	<u>Tier</u>	<u>CO<sub>2</sub> Rate (\$/10<sup>3</sup>m<sup>3</sup>)</u>	
	1	603.39	
	2	461.42	
	3	319.44	

Receipt Point Number	Receipt Point Name	FT-R Demand Rate per Month (\$/10 <sup>3</sup> m <sup>3</sup> )	FT-RN Demand Rate per Month (\$/10 <sup>3</sup> m <sup>3</sup> )	IT-R Rate per Day (\$/10 <sup>3</sup> m <sup>3</sup> )
1699	12 MILE COULEE	128.18	141.00	4.84
1337	ABEE	259.52	285.47	9.81
1631	ACADIA EAST	116.56	128.22	4.40
1613	ACADIA NORTH	117.18	128.90	4.43
1424	ACADIA VALLEY	166.41	183.05	6.29
3880	AECO INTERCONNECTION	86.66	95.33	3.27
1526	AKUINU RIVER	259.52	285.47	9.81
1681	AKUINU RIVER W.	259.52	285.47	9.81
1800	AKUINU RVR W.#2	259.52	285.47	9.81
2000	ALBERTA-B.C. BDR (CHART ACCOUNTING)	86.66	95.33	3.27
3868	ALBERTA-MONTANA BORDER INTERCONNECT	108.84	119.72	4.11
2109	ALDER FLATS	95.68	105.25	3.62
2291	ALDER FLATS #2	95.81	105.39	3.62
2200	ALDER FLATS S.	93.90	103.29	3.55
1075	ALDERSON	88.19	97.01	3.33
1208	ALDERSON NORTH	87.57	96.33	3.31
1103	ALDERSON SOUTH	88.23	97.05	3.33
5026	ALGAR LAKE	259.52	285.47	9.81
1851	AMISK SOUTH	239.77	263.75	9.06
1469	ANDREW	168.80	185.68	6.38
1573	ANSELL	130.40	143.44	4.93
2136	ANTE CREEK S.	259.52	285.47	9.81
1567	ARMENA	259.52	285.47	9.81
1770	ARMSTRONG LAKE	259.52	285.47	9.81
2708	ASSUMPTION	259.52	285.47	9.81
2734	ASSUMPTION #2	259.52	285.47	9.81
1326	ATHABASCA	254.18	279.60	9.60
1368	ATHABASCA EAST	243.70	268.07	9.21
1009	ATLEE-BUFFALO	86.66	95.33	3.27
1116	ATLEE-BUFFALO E	86.66	95.33	3.27
1098	ATLEE-BUFFALO S	86.66	95.33	3.27
1297	ATMORE	224.93	247.42	8.50
3858	ATMORE INTERCONNECTION	224.93	247.42	8.50
1792	ATUSIS CREEK E	86.66	95.33	3.27
3489	ATUSIS CREEK SL	86.66	95.33	3.27
1275	BADGER EAST	86.66	95.33	3.27
1649	BADGER NORTH	97.59	107.35	3.69
1782	BAILEY'S BOTTOM	195.53	215.08	7.39
2744	BALLATER #2	259.52	285.47	9.81
1100	BANTRY	86.66	95.33	3.27
1296	BANTRY N.E.	86.66	95.33	3.27
1181	BANTRY N.W.	86.66	95.33	3.27
1122	BANTRY NORTH	86.66	95.33	3.27
1398	BAPTISTE	259.52	285.47	9.81
1339	BAPTISTE SOUTH	259.52	285.47	9.81

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1497	BARICH	259.52	285.47	9.81
1329	BASHAW	197.85	217.64	7.48
1393	BASHAW B	197.72	217.49	7.47
1330	BASSANO SOUTH	93.86	103.25	3.55
1794	BASSANO SOUTH 2	93.98	103.38	3.55
2761	BASSET LAKE	259.52	285.47	9.81
2085	BASSET LAKE S.	259.52	285.47	9.81
2066	BASSET LAKE W.	259.52	285.47	9.81
1197	BAXTER LAKE	259.52	285.47	9.81
1334	BAXTER LAKE B	259.52	285.47	9.81
1382	BAXTER LAKE NW	259.52	285.47	9.81
1231	BAXTER LAKE S.	259.52	285.47	9.81
1198	BAXTER LAKE W.	259.52	285.47	9.81
2143	BAY TREE	259.52	285.47	9.81
2222	BEAR CANYON W.	231.10	254.21	8.73
2132	BEAR RIVER	259.52	285.47	9.81
1459	BEAUVALLON	259.52	285.47	9.81
1089	BELLIS	177.50	195.25	6.71
1675	BELLIS SOUTH	175.22	192.74	6.62
2043	BELLOY	240.07	264.08	9.07
2105	BELLOY WEST	203.11	223.42	7.67
1720	BELTZ LAKE	138.12	151.93	5.22
1264	BENALTO WEST	127.50	140.25	4.82
2177	BENBOW SOUTH	172.49	189.74	6.52
1274	BENTON WEST	103.50	113.85	3.91
1604	BERRY CREEK S.	114.90	126.39	4.34
1085	BERRY-CAROLSIDE	86.66	95.33	3.27
1157	BIG BEND	259.52	285.47	9.81
1225	BIG BEND EAST	259.52	285.47	9.81
3933	BIG EDDY INTERCONNECTION	127.35	140.09	4.81
2175	BIG PRAIRIE	259.52	285.47	9.81
1870	BIG VALLEY	205.21	225.73	7.75
1835	BIGKNIFE CREEK	118.34	130.17	4.47
2176	BIGORAY RIVER	146.18	160.80	5.52
1002	BINDLOSS N. #1	86.66	95.33	3.27
1001	BINDLOSS SOUTH	86.66	95.33	3.27
1474	BINDLOSS WEST	156.61	172.27	5.92
2256	BISON LAKE	259.52	285.47	9.81
3446	BITTERN LAKE SL	259.52	285.47	9.81
1616	BLOOD IND CK E.	89.40	98.34	3.38
1505	BLOOD INDIAN CK	86.66	95.33	3.27
1779	BLOOR LAKE	192.53	211.78	7.27
1511	BLUE JAY	259.52	285.47	9.81
2704	BLUE RAPIDS	101.73	111.90	3.84
3471	BLUE RIDGE E SL	190.73	209.80	7.21
2119	BLUEBERRY HILL	259.52	285.47	9.81

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1242	BODO WEST	171.81	188.99	6.49
2773	BOGGY HALL	99.28	109.21	3.75
1590	BOHN LAKE	259.52	285.47	9.81
5012	BOIVIN CREEK	259.52	285.47	9.81
1227	BOLLOQUE	259.52	285.47	9.81
1778	BOLLOQUE #2	259.52	285.47	9.81
1290	BOLLOQUE SOUTH	259.52	285.47	9.81
1401	BONAR WEST	86.66	95.33	3.27
1796	BONNIE GLEN	164.29	180.72	6.21
1660	BONNYVILLE	259.52	285.47	9.81
2709	BOOTIS HILL	259.52	285.47	9.81
2117	BOTHA	256.59	282.25	9.69
2182	BOTHA EAST	259.52	285.47	9.81
2217	BOTHA WEST	259.52	285.47	9.81
2220	BOULDER CREEK	259.52	285.47	9.81
3001	BOUNDARY LAKE S	231.35	254.49	8.74
3002	BOUNDARY LK BDR	234.33	257.76	8.85
1318	BOWELL SOUTH	111.14	122.25	4.20
1849	BOWELL SOUTH #2	111.14	122.25	4.20
1216	BOWMANTON	114.40	125.84	4.32
1842	BOWMANTON EAST	103.78	114.16	3.92
1204	BOWMANTON SOUTH	94.94	104.43	3.59
1237	BOWMANTON WEST	185.43	203.97	7.01
2138	BOYER EAST	259.52	285.47	9.81
1703	BOYLE WEST	196.05	215.66	7.41
1096	BRAZEAU SOUTH	117.38	129.12	4.43
1947	BRAZEAU/EAST SUMMARY	122.03	134.23	4.61
1619	BRIGGS	104.62	115.08	3.95
2721	BROWVALE NORTH	190.07	209.08	7.18
2364	BROWVALE SALES	230.54	253.59	8.71
1168	BRUCE	122.66	134.93	4.63
1215	BRUCE NORTH	197.38	217.12	7.46
1409	BULLPOUND	109.44	120.38	4.13
1350	BULLPOUND SOUTH	184.35	202.79	6.97
1555	BULLSHEAD	150.67	165.74	5.69
6004	BURNT PINE	259.52	285.47	9.81
2118	BURNT RIVER	201.06	221.17	7.60
2032	BURNT TIMBER	89.17	98.09	3.37
2181	BUTTE	86.66	95.33	3.27
1561	BYEMOOR	142.28	156.51	5.38
1725	CADOGAN	259.52	285.47	9.81
2221	CADOTTE RIVER	259.52	285.47	9.81
2738	CALAIS	181.24	199.36	6.85
1373	CALLING LAKE	259.52	285.47	9.81
6019	CALLING LAKE	259.52	285.47	9.81
1522	CALLING LAKE E.	259.52	285.47	9.81

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1443	CALLING LAKE W.	198.23	218.05	7.49
1676	CALLING LK N.	224.41	246.85	8.48
1387	CALLING LK S.	231.84	255.02	8.76
2743	CALLUM CREEK	86.66	95.33	3.27
1651	CAMROSE CREEK	259.52	285.47	9.81
1805	CANOE LAKE	259.52	285.47	9.81
3866	CARBON INTERCONNECTION	86.66	95.33	3.27
1622	CARBON WEST	86.66	95.33	3.27
1692	CARIBOU LAKE	259.52	285.47	9.81
3893	CARROT CREEK INTERCONNECTION	117.73	129.50	4.45
1840	CARSELAND RECEIPT	86.66	95.33	3.27
2018	CARSON CREEK	197.29	217.02	7.45
2188	CARSON CREEK E.	235.48	259.03	8.90
3330	CARSTAIRS INTERCONNECTION	86.66	95.33	3.27
1491	CASLAN	259.52	285.47	9.81
1492	CASLAN EAST	259.52	285.47	9.81
1315	CASSILS	101.03	111.13	3.82
1397	CASTOR	153.11	168.42	5.78
2727	CATTAIL LAKE	169.49	186.44	6.40
1737	CAVALIER	121.13	133.24	4.58
1228	CAVENDISH SOUTH	86.66	95.33	3.27
2768	CECILIA	137.45	151.20	5.19
1025	CESSFORD EAST	86.66	95.33	3.27
1152	CESSFORD N.E.	86.66	95.33	3.27
1145	CESSFORD NORTH	86.66	95.33	3.27
1312	CESSFORD SOUTH	86.66	95.33	3.27
1086	CESSFORD W GAGE	86.66	95.33	3.27
1004	CESSFORD WARDLO	86.66	95.33	3.27
1012	CESSFORD WEST	86.66	95.33	3.27
1060	CESSFORD-BUR #2	88.39	97.23	3.34
1027	CESSFORD-BURF W	101.44	111.58	3.83
1863	CESSFORD-BURF W #2	101.44	111.58	3.83
3907	CHANCELLOR INTERCONNECTION	86.66	95.33	3.27
1196	CHAUVIN	259.52	285.47	9.81
1666	CHEECHAM	259.52	285.47	9.81
1708	CHELSEA CREEK	259.52	285.47	9.81
1680	CHERRY GROVE E.	259.52	285.47	9.81
2705	CHESTER CREEK	259.52	285.47	9.81
2286	CHICKADEE CK W.	259.52	285.47	9.81
1034	CHIGWELL	190.79	209.87	7.21
1040	CHIGWELL EAST	181.51	199.66	6.86
2108	CHINCHAGA	243.23	267.55	9.19
2266	CHINCHAGA WEST	259.52	285.47	9.81
1221	CHINOOK-CEREAL	132.82	146.10	5.02
5409	CHIP LAKE	117.83	129.61	4.45
3885	CHIP LAKE JCT	117.73	129.50	4.45

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1609	CHISHOLM MILL W	259.52	285.47	9.81
1434	CHISHOLM MILLS	259.52	285.47	9.81
1322	CHOICE	259.52	285.47	9.81
1323	CHOICE B	259.52	285.47	9.81
1712	CHRISTINA LAKE	259.52	285.47	9.81
1679	CHUMP LAKE	259.52	285.47	9.81
1535	CLANDONALD	259.52	285.47	9.81
2070	CLARK LAKE	153.51	168.86	5.80
2063	CLEAR HILLS	236.27	259.90	8.93
2250	CLEAR HILLS N.	202.33	222.56	7.64
2764	CLEAR PRAIRIE	259.52	285.47	9.81
3008	CLEARDALE	258.84	284.72	9.78
1454	CLYDE	259.52	285.47	9.81
1803	CLYDE NORTH	259.52	285.47	9.81
6007	CLYDEN	259.52	285.47	9.81
3883	COALDALE JCT	86.66	95.33	3.27
5402	COALDALE S. B	105.89	116.48	4.00
3884	COALDALE S. JCT	86.66	95.33	3.27
1612	COATES LAKE	216.81	238.49	8.19
2735	CODESA	249.20	274.12	9.42
2152	CODNER	122.21	134.43	4.62
1417	COLD LAKE BDR	259.52	285.47	9.81
2003	COLEMAN	86.66	95.33	3.27
3052	COLEMAN SALES	86.66	95.33	3.27
1624	CONKLIN	259.52	285.47	9.81
1634	CONKLIN WEST	259.52	285.47	9.81
3904	CONKLIN WEST INTERCHANGE INTERCONNECTION	259.52	285.47	9.81
1713	CONN LAKE	259.52	285.47	9.81
1635	CONTRACOSTA E.	205.73	226.30	7.77
1614	CONTRACOSTA LK	153.97	169.37	5.82
2736	COPTON CREEK	222.87	245.16	8.42
1763	CORNER LAKE #2	259.52	285.47	9.81
6010	CORRIGAL LAKE	259.52	285.47	9.81
1697	CORRIGALL LAKE	259.52	285.47	9.81
1667	COTTONWOOD CRK	259.52	285.47	9.81
1028	COUNTESS	86.66	95.33	3.27
1015	COUNTESS MAKEPE	87.71	96.48	3.31
2296	COUNTESS S. #2	86.66	95.33	3.27
1287	COUNTESS WEST	141.72	155.89	5.35
1963	COUSINS B&C SALES	122.32	134.55	4.62
1433	COUSINS WEST	122.66	134.93	4.63
1088	CRAIGEND	244.16	268.58	9.22
1112	CRAIGEND EAST	244.18	268.60	9.23
1320	CRAIGEND NORTH	259.52	285.47	9.81
1148	CRAIGEND SOUTH	259.52	285.47	9.81
1541	CRAIGMYLE	233.04	256.34	8.80



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1583	CRAIGMYLE EAST	259.52	285.47	9.81
1686	CRAMMOND	86.66	95.33	3.27
2749	CRANBERRY LK #2	259.52	285.47	9.81
3105	CRANBERRY LK SL	259.52	285.47	9.81
1701	CROOKED LK S.	161.55	177.71	6.10
2724	CROOKED LK W.	149.17	164.09	5.64
2008	CROSSFIELD	86.66	95.33	3.27
3897	CROSSFIELD EAST #2 INTERCONNECTION	86.66	95.33	3.27
2017	CROSSFIELD WEST	86.66	95.33	3.27
1773	CROW LAKE SOUTH	259.52	285.47	9.81
2731	CROWELL	259.52	285.47	9.81
2718	CULP #2	259.52	285.47	9.81
1807	CULP NORTH	259.52	285.47	9.81
1489	CUTBANK RIVER	223.86	246.25	8.46
2209	CYNTHIA #2	106.51	117.16	4.02
1738	DANCING LAKE	259.52	285.47	9.81
1279	DAPP EAST	259.52	285.47	9.81
2289	DARLING CREEK	259.52	285.47	9.81
1864	DAVEY LAKE	86.66	95.33	3.27
1529	DAYSLAND	127.97	140.77	4.84
2233	DEBOLT	238.08	261.89	9.00
1760	DECRENE EAST	259.52	285.47	9.81
1646	DECRENE NORTH	259.52	285.47	9.81
3888	DEEP VALLEY CREEK EAST INTERCONNECTION	206.46	227.11	7.80
2244	DEEP VLLY CRK S	145.51	160.06	5.50
1539	DELIA	185.88	204.47	7.02
1476	DEMMITT	238.55	262.41	9.01
2717	DEMMITT #2	238.54	262.39	9.01
1734	DEVENISH SOUTH	259.52	285.47	9.81
1733	DEVENISH WEST	259.52	285.47	9.81
1793	DIAMOND CITY	133.10	146.41	5.03
1185	DISMAL CREEK	129.43	142.37	4.89
2210	DIXONVILLE N #2	200.39	220.43	7.57
2110	DIXONVILLE N.	259.50	285.45	9.80
2197	DOE CREEK	259.52	285.47	9.81
2712	DOE CREEK SOUTH	259.52	285.47	9.81
1147	DONALDA	225.33	247.86	8.51
1520	DONATVILLE	237.34	261.07	8.97
2139	DONNELLY	259.52	285.47	9.81
2254	DORIS CREEK N.	253.99	279.39	9.60
2297	DORIS CREEK S.	259.52	285.47	9.81
1236	DOROTHY	157.63	173.39	5.96
1818	DOWLING	94.22	103.64	3.56
2719	DREAU	254.16	279.58	9.60
1689	DROPOFF CREEK	259.52	285.47	9.81
5022	DUNKIRK RIVER	259.52	285.47	9.81

Receipt Point Number	Receipt Point Name	FT-R Demand Rate per Month (\$/10 <sup>3</sup> m <sup>3</sup> )	FT-RN Demand Rate per Month (\$/10 <sup>3</sup> m <sup>3</sup> )	IT-R Rate per Day (\$/10 <sup>3</sup> m <sup>3</sup> )
1220	DUNMORE	133.83	147.21	5.06
2044	DUNVEGAN	208.55	229.41	7.88
2716	DUNVEGAN W. #2	255.91	281.50	9.67
2084	DUNVEGAN WEST	255.91	281.50	9.67
3062	E. CALGARY B SL	86.66	95.33	3.27
2081	EAGLE HILL	125.45	138.00	4.74
2097	EAGLESHAM	178.08	195.89	6.73
2007	EAST CALGARY	86.66	95.33	3.27
1568	EDBERG	221.05	243.16	8.35
1265	EDGERTON	259.52	285.47	9.81
1266	EDGERTON WEST	259.52	285.47	9.81
1064	EDSON	125.67	138.24	4.75
1213	EDWAND	197.20	216.92	7.45
1467	EDWAND SOUTH	187.99	206.79	7.10
2760	EKWAN	259.52	285.47	9.81
1715	ELINOR LAKE	259.52	285.47	9.81
1742	ELINOR LAKE E.	259.52	285.47	9.81
1558	ELK RIVER SOUTH	118.07	129.88	4.46
1615	ELMWORTH HIGH	179.07	196.98	6.77
1862	ELNORA EAST #2	218.62	240.48	8.26
1958	EMPRESS BORDER	86.66	95.33	3.27
1024	ENCHANT	104.39	114.83	3.94
1507	ENDIANG	96.15	105.77	3.63
1074	EQUITY	111.73	122.90	4.22
1359	EQUITY B	127.63	140.39	4.82
1586	EQUITY EAST	130.43	143.47	4.93
1232	ERSKINE NORTH	174.77	192.25	6.60
1746	ESTRIDGE LAKE	259.52	285.47	9.81
2049	ETA LAKE	122.81	135.09	4.64
1547	ETZIKOM A	247.61	272.37	9.36
1548	ETZIKOM B	247.59	272.35	9.35
1557	ETZIKOM D	247.85	272.64	9.36
1677	FAIRYDELL CREEK	259.52	285.47	9.81
3112	FALHER SALES	259.52	285.47	9.81
2729	FARIA	259.52	285.47	9.81
1375	FAWCETT RIVER	259.52	285.47	9.81
1389	FAWCETT RIVER E	259.52	285.47	9.81
1753	FAWCETT RVR N.	259.52	285.47	9.81
1868	FERINTOSH SOUTH	259.52	285.47	9.81
1659	FERINTOSH WEST	259.52	285.47	9.81
2016	FERRIER	123.09	135.40	4.65
1101	FERRIER NORTH	117.79	129.57	4.45
2115	FERRIER SOUTH A	123.16	135.48	4.65
1111	FERRIER SOUTH B	128.24	141.06	4.85
1087	FIGURE LAKE	229.28	252.21	8.66
1942	FIGURE LAKE SUMMARY	229.28	252.21	8.66

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1300	FITZALLAN SOUTH	191.95	211.15	7.25
1095	FLAT LAKE	258.87	284.76	9.78
1302	FLAT LAKE NORTH	259.52	285.47	9.81
1394	FLATBUSH	259.52	285.47	9.81
1632	FOISY	211.98	233.18	8.01
2251	FONTAS RIVER	259.52	285.47	9.81
3304	FORESTBURG SLS	106.39	117.03	4.02
1376	FORSHEE	104.21	114.63	3.94
1602	FORT KENT	259.52	285.47	9.81
2199	FOULWATER CREEK	259.52	285.47	9.81
2103	FOURTH CREEK	259.52	285.47	9.81
2178	FOURTH CREEK S.	259.52	285.47	9.81
2198	FOURTH CREEK W.	256.39	282.03	9.69
2268	FRAKES FLATS	184.53	202.98	6.97
2772	FREEMAN RIVER	245.48	270.03	9.27
1875	GALT ISLAND	108.50	119.35	4.10
2079	GARRINGTON EAST	119.20	131.12	4.50
1623	GATINE	86.66	95.33	3.27
1358	GAYFORD	86.66	95.33	3.27
1435	GEM SOUTH	86.66	95.33	3.27
1490	GEM WEST	86.66	95.33	3.27
1073	GHOSTPINE	94.20	103.62	3.56
1617	GHOSTPINE 'B'	97.41	107.15	3.68
1037	GILBY #2	114.99	126.49	4.34
1084	GILBY SOUTH PAC	114.98	126.48	4.34
2037	GILBY WEST	124.41	136.85	4.70
2722	GILMORE LAKE	199.03	218.93	7.52
3894	GILT EDGE WEST INTERCONNECTION	259.52	285.47	9.81
1480	GLEICHEN	173.81	191.19	6.57
1456	GLENDON	259.52	285.47	9.81
2290	GODS LAKE	259.52	285.47	9.81
2031	GOLD CREEK	163.05	179.36	6.16
1452	GOODFARE	218.77	240.65	8.27
1504	GOODRIDGE	259.52	285.47	9.81
1783	GOODRIDGE NORTH	259.52	285.47	9.81
1798	GOOSEQUILL	216.09	237.70	8.16
3886	GORDONDALE BORDER	223.16	245.48	8.43
1560	GOUGH LAKE	102.39	112.63	3.87
1448	GRACE CREEK	125.78	138.36	4.75
2771	GRACE CREEK SOUTH	115.90	127.49	4.38
1482	GRAHAM	259.52	285.47	9.81
1352	GRAINGER	86.66	95.33	3.27
2129	GRANADA	146.28	160.91	5.53
3424	GRANDE CENTRE S	259.52	285.47	9.81
5005	GRANOR	259.52	285.47	9.81
1093	GREENCOURT	207.21	227.93	7.83

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1267	GREGORY	94.54	103.99	3.57
1365	GREGORY N.E.	86.66	95.33	3.27
1259	GREGORY WEST	86.66	95.33	3.27
5025	GREW LAKE	259.52	285.47	9.81
5028	GREW LK EAST	259.52	285.47	9.81
1647	GRIST LAKE	259.52	285.47	9.81
2770	GRIZZLY	163.90	180.29	6.19
1538	HACKETT	248.15	272.97	9.38
1722	HACKETT WEST	259.52	285.47	9.81
1576	HADDOCK	151.57	166.73	5.73
1589	HADDOCK NORTH	156.32	171.95	5.91
1636	HADDOCK SOUTH	179.91	197.90	6.80
2086	HAIG RIVER	259.52	285.47	9.81
2064	HAIG RIVER EAST	259.52	285.47	9.81
2127	HAIG RIVER N.	259.52	285.47	9.81
1230	HAIRY HILL	186.64	205.30	7.05
1391	HALKIRK	129.21	142.13	4.88
1834	HALKIRK NORTH#2	98.03	107.83	3.70
3915	HAMILTON LAKE SUMMARY	231.45	254.60	8.74
1291	HAMLIN	259.52	285.47	9.81
6003	HANGINGSTONE	259.52	285.47	9.81
1182	HANNA	97.02	106.72	3.67
1444	HARDISTY	234.96	258.46	8.88
1166	HARMATTAN-ELKTN	86.66	95.33	3.27
2145	HARO RIVER N.	259.52	285.47	9.81
2766	HARPER CREEK	197.11	216.82	7.45
1850	HARTELL SOUTH	86.66	95.33	3.27
1709	HASTINGS COULEE	160.21	176.23	6.05
1418	HATTIE LAKE N.	259.52	285.47	9.81
2126	HAY RIVER	259.52	285.47	9.81
2278	HAY RIVER SOUTH	259.52	285.47	9.81
1603	HAYS	189.49	208.44	7.16
2140	HEART RIVER	259.52	285.47	9.81
1439	HEISLER	108.84	119.72	4.11
1523	HELINA	259.52	285.47	9.81
2174	HENDERSON CK SE	252.30	277.53	9.53
2164	HENDERSON CREEK	247.86	272.65	9.36
1673	HERMIT LAKE	215.68	237.25	8.15
3611	HERMIT LAKE SLS	215.78	237.36	8.15
1866	HIGHLAND RANCH	124.10	136.51	4.69
2059	HINES CREEK	259.52	285.47	9.81
2219	HINES CREEK W.	259.52	285.47	9.81
1161	HOLDEN	176.59	194.25	6.67
1528	HOOLE	259.52	285.47	9.81
1411	HORBURG	103.21	113.53	3.90
2047	HOTCHKISS	259.52	285.47	9.81

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2065	HOTCHKISS EAST	259.52	285.47	9.81
2094	HOTCHKISS NE B	259.52	285.47	9.81
2095	HOTCHKISS NE C	259.52	285.47	9.81
2054	HOTCHKISS NORTH	255.75	281.33	9.66
3920	HOUSE RIVER INTERCONNECTION	259.52	285.47	9.81
2169	HOWARD CREEK E.	259.52	285.47	9.81
1207	HUDSON	161.29	177.42	6.09
1413	HUDSON WEST	133.83	147.21	5.06
1854	HUGHENDEN EAST	207.02	227.72	7.82
1859	HUMMOCK LAKE	106.31	116.94	4.02
2277	HUNT CREEK	259.52	285.47	9.81
2751	HUNT CREEK #2	259.52	285.47	9.81
1436	HUSSAR NORTH	86.66	95.33	3.27
1016	HUSSAR-CHANCELL	86.66	95.33	3.27
1142	HUXLEY	117.07	128.78	4.42
1591	HUXLEY EAST	231.84	255.02	8.76
1241	HYLO	259.52	285.47	9.81
1357	HYLO SOUTH	259.52	285.47	9.81
1479	HYTHE	227.06	249.77	8.58
1277	IDDESLEIGH S.	87.80	96.58	3.32
1678	INDIAN LAKE	144.62	159.08	5.46
1717	INDIAN LAKE #2	144.03	158.43	5.44
3857	INLAND INTERCONNECTION	154.10	169.51	5.82
1685	IPIATIK LAKE	259.52	285.47	9.81
1441	IRISH	259.52	285.47	9.81
1593	IRON SPRINGS	86.66	95.33	3.27
1569	IROQUOIS CREEK	176.02	193.62	6.65
1201	IRVINE	152.95	168.25	5.78
1407	ISLAND LAKE	220.52	242.57	8.33
1700	ISLAND LAKE #2	220.46	242.51	8.33
1694	JACKFISH CREEK	259.52	285.47	9.81
2723	JACKPOT CREEK	259.52	285.47	9.81
2146	JACKSON CREEK	89.35	98.29	3.38
3860	JANUARY CREEK INTERCONNECTION	132.97	146.27	5.02
1163	JARROW	259.52	285.47	9.81
1159	JARROW SOUTH	244.91	269.40	9.25
1281	JARROW WEST	259.52	285.47	9.81
1143	JENNER EAST	86.66	95.33	3.27
1099	JENNER WEST	86.66	95.33	3.27
1385	JENNER WEST B	86.66	95.33	3.27
1167	JOFFRE	170.46	187.51	6.44
3864	JOFFRE #2 AND #3 SALES INTERCONNECTION	115.19	126.71	4.35
2267	JONES LAKE	202.92	223.21	7.67
2279	JONES LAKE #2	203.11	223.42	7.67
2272	JONES LAKE EAST	220.17	242.19	8.32
2241	JONES LAKE N.	235.90	259.49	8.91

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2087	JOSEPHINE	254.69	280.16	9.62
2022	JUDY CREEK	254.45	279.90	9.61
2036	JUMPING POUND W	86.66	95.33	3.27
1811	KAKWA	202.78	223.06	7.66
1462	KARR	159.60	175.56	6.03
2013	KAYBOB	175.89	193.48	6.65
2027	KAYBOB 11-36	173.82	191.20	6.57
2020	KAYBOB SOUTH	161.73	177.90	6.11
2035	KAYBOB SOUTH #3	138.28	152.11	5.22
2053	KEG RIVER	259.52	285.47	9.81
2068	KEG RIVER EAST	259.52	285.47	9.81
2216	KEG RIVER NORTH	259.52	285.47	9.81
1517	KEHIWIN	259.52	285.47	9.81
1224	KEHO LAKE	86.66	95.33	3.27
1775	KEHO LAKE NORTH	108.53	119.38	4.10
2748	KEMP RIVER	259.52	285.47	9.81
1483	KENT	259.52	285.47	9.81
2739	KEPLER CREEK	259.52	285.47	9.81
1845	KERSEY	86.66	95.33	3.27
1627	KETTLE RIVER	259.52	285.47	9.81
2288	KIDNEY LAKE	259.52	285.47	9.81
1608	KIKINO	233.28	256.61	8.81
1772	KIKINO NORTH	205.86	226.45	7.78
1162	KILLAM	259.52	285.47	9.81
1298	KILLAM NORTH	259.52	285.47	9.81
1682	KINOSIS	259.52	285.47	9.81
1446	KIRBY	259.52	285.47	9.81
1727	KIRBY NORTH #2	259.52	285.47	9.81
2759	KSITUAN R E #2	259.52	285.47	9.81
2134	KSITUAN RIVER	243.85	268.24	9.21
1721	LAC LA BICHE	259.52	285.47	9.81
1860	LACOMBE LAKE	97.24	106.96	3.67
1718	LACOREY	259.52	285.47	9.81
2287	LAFOND CREEK	259.52	285.47	9.81
1210	LAKE NEWELL E.	134.10	147.51	5.07
1562	LAKEVIEW LAKE	101.26	111.39	3.83
1828	LAKEVIEW LAKE #2	94.80	104.28	3.58
2737	LALBY CREEK	259.52	285.47	9.81
1767	LAMERTON	259.52	285.47	9.81
1206	LANFINE	107.04	117.74	4.04
1564	LARKSPUR	259.52	285.47	9.81
2223	LAST LAKE	209.73	230.70	7.92
2151	LASTHILL CREEK	92.01	101.21	3.48
2259	LATHROP CREEK	240.76	264.84	9.10
1874	LAVESTA	104.67	115.14	3.95
1132	LAVOY	185.26	203.79	7.00

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1695	LAWRENCE LAKE N	259.52	285.47	9.81
2040	LEAFLAND	165.84	182.42	6.27
1833	LEE LAKE	177.88	195.67	6.72
2179	LEEDALE	95.75	105.33	3.62
6016	LEISMER #1	259.52	285.47	9.81
6017	LEISMER #2	259.52	285.47	9.81
3605	LEMING LAKE SLS	259.52	285.47	9.81
2249	LENNARD CREEK	259.52	285.47	9.81
1272	LEO	86.66	95.33	3.27
5003	LIEGE	259.52	285.47	9.81
1536	LINARIA	259.52	285.47	9.81
1857	LINDEN	86.66	95.33	3.27
1872	LITTLE BOW	86.66	95.33	3.27
1494	LITTLE SUNDANCE	127.86	140.65	4.83
2111	LOBSTICK	116.75	128.43	4.41
1465	LONE BUTTE	170.71	187.78	6.45
1069	LONE PINE CREEK	89.84	98.82	3.39
1139	LONE PINE SOUTH	86.66	95.33	3.27
1768	LONESOME LAKE	98.88	108.77	3.74
1630	LONG LAKE WEST	259.52	285.47	9.81
1366	LOUISIANA LAKE	127.51	140.26	4.82
1496	LOUSANA	214.38	235.82	8.10
2128	LOVET CREEK	259.52	285.47	9.81
1386	LUCKY LAKE	259.52	285.47	9.81
3058	LUNDBRECK-COWLE	86.66	95.33	3.27
2774	MACINTOSH LAKE	238.95	262.85	9.03
5021	MACKAY RIVER	259.52	285.47	9.81
2702	MAHASKA	190.86	209.95	7.21
2700	MAHASKA WEST	157.96	173.76	5.97
1229	MAJESTIC	115.27	126.80	4.36
1419	MAKEPEACE NORTH	94.50	103.95	3.57
1873	MALMO	190.14	209.15	7.18
1719	MANATOKEN LAKE	259.52	285.47	9.81
2720	MANIR	236.85	260.54	8.95
1273	MAPLE GLEN	86.66	95.33	3.27
1572	MARLBORO	176.95	194.65	6.69
1663	MARLBORO EAST	177.14	194.85	6.69
2713	MARLOW CREEK	259.52	285.47	9.81
2762	MARSH HD CK W#2	140.88	154.97	5.32
2750	MARSH HEAD CK WEST	140.86	154.95	5.32
2228	MARSH HEAD CRK	158.52	174.37	5.99
1091	MARTEN HILLS	259.52	285.47	9.81
1672	MARTEN HILLS N.	259.52	285.47	9.81
1097	MARTEN HILLS S.	259.52	285.47	9.81
1769	MASTIN LAKE	252.16	277.38	9.53
1270	MATZHIWIN EAST	118.75	130.63	4.49

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1284	MATZHIWIN N.E.	89.43	98.37	3.38
1379	MATZHIWIN SOUTH	86.66	95.33	3.27
1150	MATZHIWIN WEST	86.66	95.33	3.27
1514	MAUGHAN	259.52	285.47	9.81
1633	MAY HILL	259.52	285.47	9.81
2706	MCLEAN CREEK	259.52	285.47	9.81
2144	MCLENNAN	259.52	285.47	9.81
2710	MCMILLAN LAKE	259.52	285.47	9.81
6404	MCNEILL BORDER	86.66	95.33	3.27
1704	MEADOW CREEK	259.52	285.47	9.81
1707	MEADOW CREEK E.	259.52	285.47	9.81
1705	MEADOW CRK WEST	259.52	285.47	9.81
1338	MEANOOK	259.52	285.47	9.81
1017	MED HAT N. #1	86.66	95.33	3.27
1184	MED HAT N. ARCO	86.66	95.33	3.27
1325	MED HAT N. F	86.66	95.33	3.27
1205	MED HAT N.W.	86.66	95.33	3.27
1018	MED HAT S. #1	86.66	95.33	3.27
1043	MED HAT S. #2	86.66	95.33	3.27
1128	MED HAT S. #4	86.66	95.33	3.27
1172	MED HAT WEST	86.66	95.33	3.27
1186	MEDICINE HAT E.	93.24	102.56	3.52
1214	MEDICINE RVR A	237.57	261.33	8.98
1645	METISKOW NORTH	190.66	209.73	7.20
1362	MEYER	259.52	285.47	9.81
1508	MICHICHI	167.16	183.88	6.32
1146	MIKWAN	157.85	173.64	5.96
1427	MIKWAN EAST	253.44	278.78	9.58
1144	MIKWAN NORTH	119.25	131.18	4.51
2237	MILLERS LAKE	135.92	149.51	5.14
1524	MILLS	259.52	285.47	9.81
1578	MILO	94.83	104.31	3.58
1396	MINBURN	259.52	285.47	9.81
2149	MINNEHIK-BK L B	114.66	126.13	4.33
2010	MINNEHIK-BK LK	114.00	125.40	4.31
1693	MINNOW LAKE	175.06	192.57	6.61
1658	MIQUELON LAKE	259.52	285.47	9.81
2273	MIRAGE	243.97	268.37	9.22
1500	MIRROR	183.14	201.45	6.92
1090	MITSUE	259.52	285.47	9.81
3889	MITSUE INTERCONNECTION	259.52	285.47	9.81
1457	MITSUE SOUTH	259.52	285.47	9.81
3863	MONARCH INTERCONNECTION	86.66	95.33	3.27
1605	MONITOR CREEK	120.19	132.21	4.54
1771	MONITOR CREEK W	184.60	203.06	6.97
1222	MONITOR SOUTH	126.29	138.92	4.77



Receipt Point Number	Receipt Point Name	FT-R Demand Rate per Month (\$/10 <sup>3</sup> m <sup>3</sup> )	FT-RN Demand Rate per Month (\$/10 <sup>3</sup> m <sup>3</sup> )	IT-R Rate per Day (\$/10 <sup>3</sup> m <sup>3</sup> )
1292	MONS LAKE	259.52	285.47	9.81
1355	MONS LAKE EAST	259.52	285.47	9.81
1823	MOOSE PORTAGE	202.23	222.45	7.64
1484	MOOSELAKE RIVER	259.52	285.47	9.81
1460	MORECAMBE	259.52	285.47	9.81
1458	MORRIN	166.42	183.06	6.29
1781	MOSS LAKE	259.52	285.47	9.81
1802	MOSS LAKE NORTH	225.11	247.62	8.51
1641	MOUNT VALLEY	222.12	244.33	8.39
2732	MOUNTAIN LAKE	221.10	243.21	8.35
2206	MULLIGAN CREEK SOUTH	259.52	285.47	9.81
1774	MUNSON	225.76	248.34	8.53
1551	MURRAY LAKE	190.71	209.78	7.21
1843	MURRAY LAKE NORTH	185.33	203.86	7.00
2236	MUSKEG CREEK	259.52	285.47	9.81
1785	MUSKWA RIVER	259.52	285.47	9.81
2711	MUSREAU LAKE	237.73	261.50	8.98
1730	MYRNAM	259.52	285.47	9.81
2745	NARRAWAY RIVER	244.82	269.30	9.25
3009	NEPTUNE	231.46	254.61	8.75
1276	NESTOW	240.08	264.09	9.07
1316	NETOOK	259.52	285.47	9.81
1020	NEVIS NORTH	139.63	153.59	5.28
1019	NEVIS SOUTH	134.77	148.25	5.09
1502	NEWBROOK	259.52	285.47	9.81
1140	NEWELL NORTH	86.66	95.33	3.27
1747	NIGHTINGALE	86.66	95.33	3.27
2242	NIOBE CREEK	221.00	243.10	8.35
1194	NIPISI	259.52	285.47	9.81
1776	NISBET LAKE	259.52	285.47	9.81
2071	NITON	129.94	142.93	4.91
2172	NITON NORTH	142.27	156.50	5.38
3368	NOEL LAKE SALES	209.02	229.92	7.90
2714	NOEL LAKE SOUTH	198.78	218.66	7.51
6006	NORTH DUNCAN	259.52	285.47	9.81
6009	NORTH HANGINGSTONE	259.52	285.47	9.81
3454	NORTH PENHOLD SALES	92.80	102.08	3.51
6008	NORTH THORNBURY	259.52	285.47	9.81
2767	NOSE MOUNTAIN	234.61	258.07	8.86
2767	NOSE MOUNTAIN	234.61	258.07	8.86
1865	NOSEHILL CREEK NORTH	134.12	147.53	5.07
2192	NOTIKEWIN RIVER	259.52	285.47	9.81
2218	NOTIKEWIN RVR N	248.34	273.17	9.38
1824	OBED CREEK	161.08	177.19	6.09
1829	OBED NORTH	131.19	144.31	4.96
1532	OHATON	259.52	285.47	9.81

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1053	OLDS	106.28	116.91	4.02
1545	OPAL	259.52	285.47	9.81
1814	ORLOFF LAKE	259.52	285.47	9.81
2726	ORTON	86.66	95.33	3.27
1716	OSBORNE LAKE	259.52	285.47	9.81
1812	OSLAND LAKE	247.65	272.42	9.36
1587	OVERLEA	259.52	285.47	9.81
1817	OWL LAKE	250.19	275.21	9.45
2728	OWL LAKE SOUTH	245.61	270.17	9.28
2742	OWL LAKE STH #2	245.36	269.90	9.27
2746	OWL LAKE STH #3	245.36	269.90	9.27
1495	OWLSEYE	259.52	285.47	9.81
1007	OYEN	113.06	124.37	4.27
1058	OYEN NORTH	86.66	95.33	3.27
2098	PADDLE PRAIR S.	259.52	285.47	9.81
2093	PADDLE PRAIRIE	259.52	285.47	9.81
1307	PADDLE RIVER	219.24	241.16	8.28
1852	PAKAN LAKE	210.32	231.35	7.95
1728	PARADISE VALLEY	259.52	285.47	9.81
1853	PARKER CREEK	259.52	285.47	9.81
1665	PARSONS LAKE	259.52	285.47	9.81
2089	PASS CREEK	151.73	166.90	5.73
2168	PASS CREEK WEST	145.68	160.25	5.50
2260	PASTECHO RIVER	259.52	285.47	9.81
1278	PATRICIA	86.66	95.33	3.27
1289	PATRICIA WEST	93.66	103.03	3.54
3804	PEMBINA INTERCONNECTION	100.01	110.01	3.78
2185	PEMBINA WEST	111.31	122.44	4.21
1180	PENHOLD	89.59	98.55	3.38
1607	PENHOLD WEST	126.05	138.66	4.76
2280	PETE LAKE	249.84	274.82	9.44
2247	PETE LAKE SOUTH	199.87	219.86	7.55
1714	PICHE LAKE	259.52	285.47	9.81
1610	PICTURE BUTTE	179.39	197.33	6.78
2046	PIONEER	120.76	132.84	4.56
2088	PIONEER EAST	158.52	174.37	5.99
1739	PIPER CREEK	123.04	135.34	4.65
1797	PITLO	259.52	285.47	9.81
1110	PLAIN LAKE	234.22	257.64	8.85
1710	PLEASANT WEST	259.52	285.47	9.81
1858	POE	119.84	131.82	4.53
2173	POISON CREEK	166.15	182.77	6.28
3879	PRIDDIS INTERCONNECTION	86.66	95.33	3.27
1246	PRINCESS EAST	86.66	95.33	3.27
1327	PRINCESS SOUTH	86.66	95.33	3.27
1183	PRINCESS WEST	86.66	95.33	3.27

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1010	PRINCESS-DENHAR	86.66	95.33	3.27
1022	PRINCESS-IDDESL	86.66	95.33	3.27
2153	PROGRESS	209.27	230.20	7.91
2191	PROGRESS EAST	215.49	237.04	8.14
1304	PROSPERITY	237.76	261.54	8.98
1211	PROVOST MONITOR	231.02	254.12	8.73
1003	PROVOST NORTH	137.66	151.43	5.20
1013	PROVOST SOUTH	148.71	163.58	5.62
1045	PROVOST WEST	204.34	224.77	7.72
1038	PROVOST-KESSLER	222.48	244.73	8.41
1601	QUEENSTOWN	192.02	211.22	7.25
2026	QUIRK CREEK	86.66	95.33	3.27
1741	RABBIT LAKE	259.52	285.47	9.81
2201	RAINBOW LAKE S.	259.52	285.47	9.81
1106	RAINIER	86.66	95.33	3.27
1380	RAINIER S.W.	90.56	99.62	3.42
1378	RAINIER SOUTH	119.93	131.92	4.53
1282	RALSTON	98.58	108.44	3.72
1826	RALSTON SOUTH	86.84	95.52	3.28
2148	RAMBLING CREEK	259.52	285.47	9.81
2213	RAMBLING CRK E.	259.52	285.47	9.81
1164	RANFURLY	240.53	264.58	9.09
3911	RANFURLY INTERCONNECTION	240.56	264.62	9.09
1189	RANFURLY NORTH	167.40	184.14	6.32
1165	RANFURLY WEST	204.75	225.23	7.74
2211	RASPBERRY LAKE	213.39	234.73	8.06
2104	RAT CREEK	104.57	115.03	3.95
2265	RAT CREEK SOUTH	116.69	128.36	4.41
2252	RAT CREEK WEST	125.43	137.97	4.74
2193	RAY LAKE SOUTH	259.52	285.47	9.81
2166	RAY LAKE WEST	259.52	285.47	9.81
1209	REDCLIFF	130.19	143.21	4.92
1219	REDCLIFF SOUTH	111.53	122.68	4.21
1838	REDCLIFF STH #2	111.53	122.68	4.21
1346	REDCLIFF WEST	128.39	141.23	4.85
3438	REDWATER 'B' SL	259.52	285.47	9.81
3406	REDWATER SALES	259.52	285.47	9.81
1057	RETLAW	86.66	95.33	3.27
1218	RETLAW SOUTH	106.02	116.62	4.01
1392	RIBSTONE	259.52	285.47	9.81
1374	RICH LAKE	259.52	285.47	9.81
1135	RICINUS	102.83	113.11	3.89
1372	RICINUS SOUTH	101.47	111.62	3.83
1437	RICINUS WEST	107.54	118.29	4.06
1949	RIMBEY/WESTEROSE SUMMARY	111.96	123.16	4.23
3405	RIM-WEST SALES	111.96	123.16	4.23

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1510	RIVERCOURSE	259.52	285.47	9.81
1499	ROBB	143.58	157.94	5.42
1336	ROCHESTER	259.52	285.47	9.81
1400	ROCK ISLAND LK	259.52	285.47	9.81
1820	ROCK ISLAND S2	259.52	285.47	9.81
1134	ROCKYFORD	86.66	95.33	3.27
2715	ROD LAKE	259.52	285.47	9.81
1468	ROSALIND	138.44	152.28	5.23
1579	ROSE LYNNE	86.66	95.33	3.27
1466	ROSEMARY	86.66	95.33	3.27
1461	ROSEMARY NORTH	86.66	95.33	3.27
2099	ROSEVEAR SOUTH	136.70	150.37	5.16
2725	ROSSBEAR LAKE	259.52	285.47	9.81
1706	ROURKE CRK EAST	259.52	285.47	9.81
1540	ROWLEY	162.22	178.44	6.13
1299	ROYAL PARK	160.10	176.11	6.05
1530	RUMSEY	162.77	179.05	6.15
1867	RUMSEY NORTH #2	215.37	236.91	8.14
1600	RUMSEY WEST	200.07	220.08	7.56
3912	RUNNING LAKE INTERCONNECTION	259.52	285.47	9.81
2261	RUSSELL CREEK	259.52	285.47	9.81
1311	SADDLE LAKE N.	222.60	244.86	8.41
1310	SADDLE LAKE W.	259.52	285.47	9.81
5004	SALESKI	259.52	285.47	9.81
2281	SAND CREEK	115.80	127.38	4.38
2758	SAWN LAKE	259.52	285.47	9.81
3481	SAWRIDGE SALES	259.52	285.47	9.81
1537	SCOTFIELD	185.15	203.67	7.00
1827	SEDALIA	99.40	109.34	3.76
1036	SEDALIA NORTH	189.95	208.95	7.18
1023	SEDALIA SOUTH	110.52	121.57	4.18
1114	SEDEWICK	259.52	285.47	9.81
1395	SEDEWICK EAST	259.52	285.47	9.81
1403	SEDEWICK NORTH	254.63	280.09	9.62
1447	SEIU CREEK	86.66	95.33	3.27
1370	SEPTEMBER LK N.	259.52	285.47	9.81
1847	SERVICEBERRY CREEK	86.66	95.33	3.27
3862	SEVERN CREEK INTERCONNECTION	86.66	95.33	3.27
1871	SHARPLES	88.38	97.22	3.34
1846	SHARROW SOUTH#2	86.66	95.33	3.27
3439	SHEERNESS SALES	86.66	95.33	3.27
2276	SHEKILIE RVR N.	259.52	285.47	9.81
1008	SIBBALD	144.04	158.44	5.44
2170	SILVERWOOD	259.52	285.47	9.81
2239	SILVERWOOD N.	238.59	262.45	9.01
1806	SIMON LAKES	259.52	285.47	9.81

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2028	SIMONETTE	206.44	227.08	7.80
2033	SIMONETTE NORTH	206.60	227.26	7.81
1354	SLAWA NORTH	259.52	285.47	9.81
2235	SLIMS LAKE	259.52	285.47	9.81
2137	SLOAT CREEK	259.52	285.47	9.81
1521	SMITH	259.52	285.47	9.81
1637	SMITH WEST	259.52	285.47	9.81
2165	SNEDDON CREEK	258.44	284.28	9.76
2253	SNIPE LAKE	259.52	285.47	9.81
2264	SNOWFALL CREEK	259.52	285.47	9.81
2763	SNUFF MOUNTAIN	155.46	171.01	5.87
1065	SOUTH ELKTON	195.04	214.54	7.37
1556	SOUTH SASK RVR	216.28	237.91	8.17
1580	SPEAR LAKE	259.52	285.47	9.81
1856	SPOTTED CREEK	172.73	190.00	6.53
1341	SPRUCEFIELD	259.52	285.47	9.81
1487	SPURFIELD	259.52	285.47	9.81
1581	SQUARE LAKE	259.52	285.47	9.81
1519	ST. BRIDES	259.52	285.47	9.81
1414	ST. LINA	259.52	285.47	9.81
1415	ST. LINA NORTH	259.52	285.47	9.81
1416	ST. LINA WEST	259.52	285.47	9.81
1534	STANDARD	86.66	95.33	3.27
1131	STANMORE	109.67	120.64	4.14
1156	STANMORE SOUTH	102.34	112.57	3.87
1371	STEELE LAKE	259.52	285.47	9.81
2284	STEEN RIVER	259.52	285.47	9.81
1308	STETTLER SOUTH	197.26	216.99	7.45
1388	STEVEVILLE	86.66	95.33	3.27
1565	STONEY CREEK	250.20	275.22	9.45
1566	STONEY CREEK W.	221.22	243.34	8.36
1115	STRACHAN	95.65	105.22	3.61
1179	STROME-HOLMBERG	152.25	167.48	5.75
2030	STURGEON LAKE S	226.19	248.81	8.55
1423	SUFFIELD WEST	104.59	115.05	3.95
1193	SULLIVAN LAKE	162.45	178.70	6.14
1516	SUNDANCE CREEK	184.83	203.31	6.98
1595	SUNDANCE CRK E.	128.82	141.70	4.87
1674	SUNDAY CREEK	259.52	285.47	9.81
1696	SUNDAY CREEK S.	259.52	285.47	9.81
1079	SUNNYNOOK	86.66	95.33	3.27
1054	SYLVAN LAKE	111.56	122.72	4.21
1187	SYLVAN LAKE EAST #1	106.72	117.39	4.03
1855	SYLVAN LAKE EAST #2	105.49	116.04	3.99
1191	SYLVAN LK SOUTH	123.80	136.18	4.68
1055	SYLVAN LK WEST	121.95	134.15	4.61

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2082	TANGENT	259.52	285.47	9.81
2121	TANGENT B	259.52	285.47	9.81
2208	TANGENT EAST	259.52	285.47	9.81
2157	TANGHE CREEK	250.06	275.07	9.45
2204	TANGHE CREEK #2	250.78	275.86	9.48
2747	TANGHE CREEK #3	250.21	275.23	9.45
1440	TAPLOW	86.66	95.33	3.27
1837	TAWADINA CREEK	95.76	105.34	3.62
2076	TEEPEE CREEK	259.52	285.47	9.81
5027	THICKWOOD HILLS	259.52	285.47	9.81
1377	THORHILD	259.52	285.47	9.81
1430	THORHILD WEST	222.79	245.07	8.42
6005	THORNBURY EAST	259.52	285.47	9.81
6002	THORNBURY MARIANA	259.52	285.47	9.81
6001	THORNBURY NORTH	259.52	285.47	9.81
6000	THORNBURY WEST	259.52	285.47	9.81
1029	THREE HILLS CRK	119.58	131.54	4.52
1335	THREE HLS CRK W	86.66	95.33	3.27
1348	TIDE LAKE	86.66	95.33	3.27
1639	TIDE LAKE B	86.66	95.33	3.27
1331	TIDE LAKE EAST	86.66	95.33	3.27
1268	TIDE LAKE NORTH	86.66	95.33	3.27
1223	TIDE LAKE SOUTH	86.66	95.33	3.27
1412	TIELAND	259.52	285.47	9.81
1314	TILLEBROOK	86.66	95.33	3.27
1644	TILLEBROOK WEST	86.66	95.33	3.27
1169	TILLEY	86.66	95.33	3.27
1839	TILLEY SOUTH #2	192.47	211.72	7.27
2769	TIMBERWOLF	259.52	285.47	9.81
2754	TOPLAND	243.76	268.14	9.21
1841	TORLEA EAST	187.21	205.93	7.07
1621	TORRINGTON EAST	86.66	95.33	3.27
1869	TORRINGTON EAST #2	86.66	95.33	3.27
1442	TRAVERS	86.66	95.33	3.27
1574	TROCHU	144.50	158.95	5.46
1848	TUDOR	86.66	95.33	3.27
1343	TWEEDIE	259.52	285.47	9.81
1256	TWEEDIE SOUTH	259.52	285.47	9.81
1190	TWINING	96.69	106.36	3.65
1066	TWINING NORTH	103.01	113.31	3.89
3113	TWINLAKES CK SL	259.52	285.47	9.81
2224	TWO CREEKS	259.52	285.47	9.81
2229	TWO CREEKS EAST	259.52	285.47	9.81
1120	UKALTA	233.18	256.50	8.81
1317	UKALTA EAST	201.30	221.43	7.61
1250	UNITY BORDER	182.11	200.32	6.88

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1154	VALE	97.82	107.60	3.70
1212	VALE EAST	128.34	141.17	4.85
2107	VALHALLA	212.16	233.38	8.02
2227	VALHALLA #2	212.12	233.33	8.01
2189	VALHALLA EAST	222.16	244.38	8.39
1801	VANDERSTEENE LK	259.52	285.47	9.81
1056	VERGER	86.66	95.33	3.27
1077	VERGER-HOMESTEAD	86.66	95.33	3.27
1203	VERGER-MILLICEN	86.66	95.33	3.27
3916	VETERAN SUMMARY	231.45	254.60	8.74
1606	VICTOR	222.79	245.07	8.42
1347	VIKING EAST	151.46	166.61	5.72
3890	VIKING INTERCONNECTION	143.27	157.60	5.41
1257	VIKING NORTH	207.82	228.60	7.85
1464	VILNA	259.52	285.47	9.81
1527	VIMY	259.52	285.47	9.81
2034	VIRGINIA HILLS	259.52	285.47	9.81
1076	VULCAN	103.66	114.03	3.92
1724	WABASCA	259.52	285.47	9.81
1669	WADDELL CREEK	259.52	285.47	9.81
1736	WADDELL CREEK W	259.52	285.47	9.81
1383	WAINWRIGHT EAST	259.52	285.47	9.81
1199	WAINWRIGHT S.	250.77	275.85	9.47
6015	WANDER TOWER	259.52	285.47	9.81
1822	WANDERING RIVER	259.52	285.47	9.81
1340	WARDLOW EAST	86.66	95.33	3.27
2133	WARRENSVILLE	259.52	285.47	9.81
1353	WARSPITE	191.41	210.55	7.23
1118	WARWICK	155.51	171.06	5.88
1173	WARWICK SOUTH	176.35	193.99	6.66
2029	WASKAHIGAN	151.48	166.63	5.72
2096	WASKAHIGAN EAST	206.92	227.61	7.82
2160	WATER VALLEY	86.66	95.33	3.27
2123	WATINO	259.52	285.47	9.81
1945	WATR1/WATR2 SUM	86.66	95.33	3.27
1570	WATTS	120.73	132.80	4.56
1021	WAYNE NORTH	122.55	134.81	4.63
1039	WAYNE-DALUM	113.26	124.59	4.28
1107	WAYNE-ROSEBUD	86.66	95.33	3.27
1585	WEASEL CREEK	233.62	256.98	8.83
1723	WEAVER LAKE	259.52	285.47	9.81
1780	WEAVER LAKE S.	259.52	285.47	9.81
2207	WEBSTER	259.52	285.47	9.81
2248	WEBSTER NORTH	259.52	285.47	9.81
1825	WELLING	231.39	254.53	8.74
2158	WEMBLEY	194.05	213.46	7.33

Receipt Point Number	Receipt Point Name	FT-R Demand Rate per Month (\$/10 <sup>3</sup> m <sup>3</sup> )	FT-RN Demand Rate per Month (\$/10 <sup>3</sup> m <sup>3</sup> )	IT-R Rate per Day (\$/10 <sup>3</sup> m <sup>3</sup> )
6020	WEST DUNCAN	259.52	285.47	9.81
2120	WEST PEMBINA S.	114.07	125.48	4.31
1188	WEST VIKING	179.00	196.90	6.76
1321	WESTLOCK	259.52	285.47	9.81
3871	WESTLOCK INTERCONNECTION	259.52	285.47	9.81
1787	WHISTWOW	259.52	285.47	9.81
2701	WHITBURN EAST	225.76	248.34	8.53
1094	WHITECOURT	193.83	213.21	7.32
2075	WHITELAW	233.30	256.63	8.81
2055	WHITEMUD EAST	237.26	260.99	8.96
3917	WHITEMUD RIVER/WHITEMUD WEST	247.51	272.26	9.35
	SUMMARY			
1345	WHITFORD	193.97	213.37	7.33
1684	WIAU LAKE	259.52	285.47	9.81
1777	WIAU LAKE SOUTH	259.52	285.47	9.81
2005	WILDCAT HILLS	86.66	95.33	3.27
1661	WILDHAY RIVER	136.53	150.18	5.16
1650	WILDUNN CREEK E	86.66	95.33	3.27
2112	WILLEDEN GR N.	88.02	96.82	3.33
2014	WILLEDEN GREEN	86.66	95.33	3.27
1428	WILLINGDON	173.57	190.93	6.56
1652	WILLOW RIVER	259.52	285.47	9.81
1759	WILLOW RIVER N	259.52	285.47	9.81
2019	WILSON CREEK	142.54	156.79	5.39
2171	WILSON CREEK SE	143.73	158.10	5.43
1046	WIMBORNE	89.06	97.97	3.36
1234	WIMBORNE NORTH	95.58	105.14	3.61
2707	WINAGAMI LAKE	259.52	285.47	9.81
2012	WINDFALL	144.94	159.43	5.48
1577	WINEFRED RIVER	259.52	285.47	9.81
1628	WINEFRED RVR N.	259.52	285.47	9.81
1671	WINEFRED RVR S.	259.52	285.47	9.81
1070	WINTERING HILLS	86.66	95.33	3.27
1104	WINTERING HLS E	86.66	95.33	3.27
2147	WITHROW	108.78	119.66	4.11
2124	WOKING	259.52	285.47	9.81
2214	WOLVERINE RIVER	259.52	285.47	9.81
1035	WOOD RIVER	181.60	199.76	6.86
3425	WOOD RVR SALES	181.39	199.53	6.85
2765	WOOSTER	146.26	160.89	5.53
2057	WORSLEY EAST	259.52	285.47	9.81
1342	YOUNGSTOWN	176.00	193.60	6.65
2060	ZAMA LAKE	259.52	285.47	9.81
1944	ZAMA LAKE SUMMARY	259.52	285.47	9.81



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Distance Band	Maximum Distance Between Receipt Point and Delivery Point (km)		FT-P Demand Rate per Month (\$/10 <sup>3</sup> m <sup>3</sup> )
	From	To	
1	0	25	102.00
2	>25	50	111.60
3	>50	75	121.21
4	>75	100	130.81
5	>100	125	140.41
6	>125	150	150.02
7	>150	175	159.62
8	>175	200	169.22
9	>200	225	178.83
10	>225	250	188.43
11	>250	275	198.03
12	>275	300	207.63
13	>300	325	217.24
14	>325	350	226.84
15	>350	375	236.44
16	>375	400	246.05
17	>400	425	255.65
18	>425	450	265.25
19	>450		274.86

**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 the month preceding 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 month preceding 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.

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## 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 Company’s electronic bulletin board (“EBB”). Company shall not accept 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 <sup>3</sup> m <sup>3</sup> /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.

•  
 Per: \_\_\_\_\_

NOVA Gas Transmission Ltd.  
 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:

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

Where:

"MOC" = the monthly charge for Over-Run Gas at the Export Delivery 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 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 volume 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** A Customer entitled to receive Service under Rate Schedule FT-D shall not be entitled to transfer all or any portion of Service under Rate Schedule FT-D to any Receipt Point or Delivery Point.

**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 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, 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-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 Company’s electronic bulletin board (“EBB”). Company shall not accept 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 10 <sup>3</sup> m <sup>3</sup> /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-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 the month preceding 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 Company’s electronic bulletin board (“EBB”). Company shall not accept 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.

•  
Per: \_\_\_\_\_

NOVA Gas Transmission Ltd.  
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 Company’s electronic bulletin board (“EBB”). Company shall not accept 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.

•  
Per: \_\_\_\_\_ NOVA Gas Transmission Ltd.  
Per : \_\_\_\_\_  
Per: \_\_\_\_\_ Per : \_\_\_\_\_

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**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 the month preceding 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 the month preceding 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 month preceding 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 month preceding the Billing Month;

“H” = Company’s system fuel percentage for Gas Used and Gas Lost for the month preceding 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 Company’s electronic bulletin board (“EBB”). Company shall not accept 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 <sup>3</sup> m <sup>3</sup> /d	Additional Conditions
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• • • • •

Reference Number	Receipt Points Number and Name	Legal Description	Maximum Receipt Pressure kPa	Receipt Contract Demand 10 <sup>3</sup> m <sup>3</sup> /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 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-second (22nd) 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 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 the month preceding 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 the month preceding 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 the month preceding 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 month preceding 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 Company’s electronic bulletin board (“EBB”). Company shall not accept 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 , ••.

•

NOVA Gas Transmission Ltd.

Per:

\_\_\_\_\_

Per :

\_\_\_\_\_

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 <sup>3</sup> m <sup>3</sup> /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 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 volume 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 volumes 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 volumes 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 volumes 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 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; 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 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-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 Company’s electronic bulletin board (“EBB”). Company shall not accept 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 <sup>3</sup> m <sup>3</sup> /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 10<sup>3</sup>m<sup>3</sup>/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 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:

$$ECD = \frac{\left( EV \times \frac{DV}{ADV} \right)}{E}$$

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 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 the month preceding 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 month preceding 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 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 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**

<b>LRS-3 RECEIPT POINT</b>	<b>STATION NUMBER</b>
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 Company's electronic bulletin board ("EBB"). Company shall not accept 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 <sup>3</sup> m <sup>3</sup> /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-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 volume of gas delivered by Company to such Customer at such Export Delivery Point under Rate Schedule IT-D in the month preceding 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 volume 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 volume 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 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, 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 Company’s electronic bulletin board (“EBB”). Company shall not accept 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.

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#### 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 volume of gas delivered at a Storage Delivery Point for Customer, shall be allocated as follows:

- (i) If paragraph 3.1(i) applies, then the volume 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 volume 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 volume 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 volume 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 volume 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 volume 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 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 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 Company's electronic bulletin board

(“EBB”). Company shall not accept 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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•	• •	•	•	•	•
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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 : \_\_\_\_\_

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**RATE SCHEDULE CO<sub>2</sub>**  
**CO<sub>2</sub> 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 CO<sub>2</sub> 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 CO<sub>2</sub>. A standard form Service Agreement for Service under this Rate Schedule CO<sub>2</sub> 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 CO<sub>2</sub> is the CO<sub>2</sub> 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 10<sup>3</sup>m<sup>3</sup>/d the CO<sub>2</sub> Rate shall be the Tier 1 CO<sub>2</sub> Rate;
- (ii) at least 704.3 10<sup>3</sup>m<sup>3</sup>/d but no greater than 1,408.7 10<sup>3</sup>m<sup>3</sup>/d the CO<sub>2</sub> Rate shall be the Tier 2 CO<sub>2</sub> Rate; and
- (iii) greater than 1,408.7 10<sup>3</sup>m<sup>3</sup>/d the CO<sub>2</sub> Rate shall be the Tier 3 CO<sub>2</sub> 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 CO<sub>2</sub> 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 CO<sub>2</sub> Rate. If the Tier 1 CO<sub>2</sub> 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 CO<sub>2</sub> in addition to the Tier 1 CO<sub>2</sub> 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 CO<sub>2</sub> shall be equal to the sum of the monthly charges for each of Customer's Schedules of Service under Rate Schedule CO<sub>2</sub>, determined as follows:

$$MC = A \times B$$

Where:

“MC” = the monthly charge applicable to such Schedule of Service;

“A” = the CO<sub>2</sub> Rate applicable to such Schedule of Service for such Billing Month; and

“B” = the CO<sub>2</sub> 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 CO<sub>2</sub>.

#### **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 CO<sub>2</sub> 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 CO<sub>2</sub> 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 CO<sub>2</sub> 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 CO<sub>2</sub>.

## **6.0 TRANSFER OF SERVICE**

- 6.1** A Customer entitled to receive Service under Rate Schedule CO<sub>2</sub> shall not be entitled to transfer all or any portion of Service under Rate Schedule CO<sub>2</sub> 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 CO<sub>2</sub> 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 CO<sub>2</sub> 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 CO<sub>2</sub> 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 CO<sub>2</sub> are applicable to Rate Schedule CO<sub>2</sub> to the extent that such terms and conditions and provisions are not inconsistent with this Rate Schedule.

**SERVICE AGREEMENT**  
**RATE SCHEDULE CO<sub>2</sub>**

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 CO<sub>2</sub> 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 CO<sub>2</sub>.
  
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 CO<sub>2</sub> 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 CO<sub>2</sub>, 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 Company’s electronic bulletin board (“EBB”). Company shall not accept 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 CO<sub>2</sub>, the General Terms and Conditions and Schedule of Service under Rate Schedule CO<sub>2</sub> 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 CO<sub>2</sub>**

CUSTOMER: •

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Schedule of Service Number	Receipt Point Number and Name	Legal Description	Maximum Carbon Dioxide Volume	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: \_\_\_\_\_

NOVA Gas Transmission Ltd.  
Per : \_\_\_\_\_

Per: \_\_\_\_\_

Per : \_\_\_\_\_



**APPENDIX "H"**  
**TO**  
**GAS TRANSPORTATION TARIFF**  
**OF**  
**NOVA GAS TRANSMISSION LTD**

**TERMS AND CONDITIONS RESPECTING**  
**CO<sub>2</sub> MANAGEMENT SERVICE**

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**TERMS AND CONDITIONS RESPECTING  
CO<sub>2</sub> 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 CO<sub>2</sub>” shall mean the volume of CO<sub>2</sub> in excess of 2% contained in gas receipts with a CO<sub>2</sub> concentration exceeding 2%.

**1.3** “Service” shall mean the CO<sub>2</sub> Management Service as approved by the Board via Decision 2002-084.

**1.4** “Service Cap” shall mean the minimum annual average volume of Excess CO<sub>2</sub> 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 CO<sub>2</sub> MANAGEMENT SERVICE CAP**

**2.1** Company will implement a Service Cap, to reduce the volume of Excess CO<sub>2</sub> remaining in the commingled gas stream. For Excess CO<sub>2</sub> volumes above the Service Cap level, Company will contract for CO<sub>2</sub> extraction.

**2.2** The annual average Service Cap will be set at 155 10<sup>3</sup>m<sup>3</sup>/d (5.5 MMcf/d) initially, representing the volume of Excess CO<sub>2</sub> delivered to the System in 1999 (a reduction of approximately 300 10<sup>3</sup>m<sup>3</sup>/d (10.6 MMcf/d) of CO<sub>2</sub> from current levels). Company will reduce the annual average Service Cap to 125 10<sup>3</sup>m<sup>3</sup>/d (4.5 MMcf/d) following the fifth year of the Service.

**2.3** Excess CO<sub>2</sub> delivered to the System is not expected to exceed 600 10<sup>3</sup>m<sup>3</sup>/d (21.3 MMcf/d). Should Company expect that the contracted volume of Excess CO<sub>2</sub> under the Service will exceed 600 10<sup>3</sup>m<sup>3</sup>/d (21.3 MMcf/d), Company shall provide notice to the Toll, Tariff, Facilities & Procedures Committee (“TTFP”) to initiate a review of the CO<sub>2</sub> 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 CO<sub>2</sub> 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 CO<sub>2</sub> Management Service during this time.

**2.4** Should the contracted volume of Excess CO<sub>2</sub> under the Service continue to increase beyond 600 10<sup>3</sup>m<sup>3</sup>/d (21.3 MMcf/d), the TTFP will conduct similar reviews at increments of 100 10<sup>3</sup>m<sup>3</sup>/d (3.6 MMcf/d) unless otherwise agreed to by the TTFP or directed by the Board.

### **3.0 CO<sub>2</sub> RECEIPT ZONE**

**3.1** If, while providing the CO<sub>2</sub> Management Service, natural gas volumes containing CO<sub>2</sub> 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 CO<sub>2</sub> 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 CO<sub>2</sub> concentrations in excess of 2%. This applies only to the CO<sub>2</sub> concentrations in excess of 2% on a monthly average basis and does not include short-term upset conditions caused

from unplanned outages at CO<sub>2</sub> extraction facilities or upset conditions at Receipt Points where natural gas normally conforms with the 2% CO<sub>2</sub> 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 CO<sub>2</sub> concentrations in excess of 2%, Company may at any time within the CRZ:

- (i) install real-time CO<sub>2</sub> analyzers to monitor CO<sub>2</sub> concentrations;
- (ii) enforce Maximum CO<sub>2</sub> Volumes associated with the Schedule of Service under Rate Schedule CO<sub>2</sub> within the CRZ;
- (iii) contract for additional local CO<sub>2</sub> extraction from existing or incremental facilities; and/or
- (iv) reduce gas volumes accepted under the CO<sub>2</sub> Management Service for short periods.

**3.3** CO<sub>2</sub> 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 CO<sub>2</sub> concentration level within a CRZ; or
- (ii) sufficient CO<sub>2</sub> 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% CO<sub>2</sub>. In the case of a short-term upset, Company will take reasonable steps to ensure natural gas conforms to the 2% CO<sub>2</sub> receipt specification as soon as practical.

#### **4.0 CO<sub>2</sub> EXTRACTION**

- 4.1** Company will contract for CO<sub>2</sub> extraction to physically remove CO<sub>2</sub> from the gas stream. Company has two options available for contracting CO<sub>2</sub> extraction. The first option is to extract CO<sub>2</sub> from the gas upstream of the Receipt Point. The second option involves extracting CO<sub>2</sub> from gas that has already entered the System by removing gas from the System, extracting the CO<sub>2</sub> and returning the gas to the System. In either case, Company will contract only for CO<sub>2</sub> to be extracted from the gas. Under the second option, the CO<sub>2</sub> 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 CO<sub>2</sub> extraction process.
- 4.2** Subject to the Service Cap, Company will contract for CO<sub>2</sub> extraction along the same flow path, upstream, downstream or in parallel, to the Receipt Point where natural gas containing Excess CO<sub>2</sub> is delivered on the System, provided such parallel stream converges upstream of major nodes. Company will contract for such CO<sub>2</sub> extraction to reasonably ensure the commingled gas stream at major nodes, such as Cochrane Junction or Empress, contains no more CO<sub>2</sub> than if natural gas at Receipt Points conforms to the 2% CO<sub>2</sub> 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 CO<sub>2</sub> Service Cap among flow paths in proportion to the Excess CO<sub>2</sub> 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 CO<sub>2</sub> extraction that was already occurring prior to industry discussions regarding the management of CO<sub>2</sub> on the System, a baseline

measure will be established as the lesser of 2% or the historical CO<sub>2</sub> content for the Receipt Point. Company will only contract for CO<sub>2</sub> extraction incremental to the baseline. Historical CO<sub>2</sub> content is deemed to be the CO<sub>2</sub> 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 CO<sub>2</sub> 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.