

RATE SCHEDULE FT-DW
FIRM TRANSPORTATION – DELIVERY WINTER

1.0 DEFINITIONS

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

2.0 SERVICE DESCRIPTION AND AVAILABILITY

2.1 Subject to the stated terms and conditions, service under Rate Schedule FT-DW shall mean the delivery of gas to Customer at Customer's Group 1 Delivery Points (the "Service"), which includes transportation of gas that Company determines necessary to provide services under the Tariff.

2.2 The Service is available to any Customer requiring the delivery of gas at designated Group 1 Delivery Points during the Winter Season provided that:

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

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

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

3.0 FT-DW BID PRICE

3.1 Each Customer bid shall set out the bid price expressed as a percentage, which shall not be less than 125% (the “FT-DW Bid Price”) of the applicable FT-D Demand Rate.

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

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

$$\text{MDC} = \sum P \times (F \times 95\%) \times \left(A \times \frac{B}{C} \right)$$

Where:

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

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

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

“A” = each 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 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 applicable to each of Customer's Schedules of Service under Rate Schedule FT-DW.

4.3 Aggregate of Customer's Over-Run Gas Charges

The aggregate of Customer's charges for Over-Run Gas in a Billing Month for Service under Rate Schedule FT-DW shall be equal to the sum of the monthly charges for Over-Run Gas for each Group 1 Delivery Point at which Customer is entitled to Service under Rate Schedule FT-DW, determined as follows:

$$\text{MOC} = (\text{Q} \times \text{Z}) + (\text{Q} \times \text{A})$$

Where:

"MOC" = the monthly charge for Over-Run Gas at the Group 1 Delivery Point;

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

"Z" = the IT-D Rate at such Delivery Point; and

"A" = the Daily Abandonment Surcharge.

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

4.5 Aggregate Charge For Service

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

4.6 Allocation of Gas Delivered

Notwithstanding any other provision of this Rate Schedule, any Service Agreement or the General Terms and Conditions of the Tariff, and without regard to how gas may have been nominated, the aggregate quantity of gas delivered to Customer at a Group 1 Delivery Point shall be allocated for billing purposes as follows:

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

5.0 TERM OF SERVICE

5.1 Term of a Schedule of Service

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

5.2 Renewal of Service

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

5.3 Term of Service Agreement

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

6.0 CAPACITY RELEASE

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

7.0 TRANSFER OF SERVICE

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

8.0 TERM SWAPS

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

9.0 TITLE TRANSFERS

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

10.0 APPLICATION FOR SERVICE

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

11.0 GENERAL TERMS AND CONDITIONS

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

SERVICE AGREEMENT
RATE SCHEDULE FT-DW

BETWEEN:

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

- and -

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

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

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

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

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

6. Customer acknowledges that the Facilities have been designed based on certain assumptions and forecasts described in Company's Annual Plan, and that interruption and curtailment of Service may occur if the aggregate gas quantity actually received or the aggregate gas quantity actually delivered at the Facilities is different than forecast.
7. Every notice, request, demand, statement, bid or bill provided for in Rate Schedule FT-DW, this Service Agreement and the General Terms and Conditions, or any other notice

which either Company or Customer may desire to give to the other (collectively referred to as “Notice”), 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:

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- Attention: •
- Fax: •

Company:

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-
- 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.

(a) Notwithstanding the foregoing:

- (i) Company may give any Notice on the Website; and

- (ii) Company and Customer shall give Notice for the matters listed in the Notice Schedule for Electronic Commerce in Appendix “F” of the Tariff via the Website unless the Website is inoperative, in which case Notice shall be given by any other alternative means set out herein.

Any Notice posted on the Website shall be deemed to be given one (1) hour after posting.

- (b) Notice may also be given by telephone followed immediately by fax, personal delivery, courier or prepaid mail, and in the case of Company, by posting on the Website, and any Notice so given shall be deemed to have been given as of the date and time of the telephone Notice.

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

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

•
Per: _____

NOVA Gas Transmission Ltd.
Per : _____

Per: _____

Per : _____

SCHEDULE OF SERVICE
RATE SCHEDULE FT-DW

CUSTOMER: •

Schedule of Service Number	Group 1 Delivery Point Number and Name	Maximum FT-DW Capacity GJ/d	Minimum FT-DW Capacity GJ/d	FT-DW Bid Price Percentage of FT-D Demand Rate	Service Commencement Date	Service Termination Date	Allocated FT-DW Capacity GJ/d	Additional Conditions
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THIS SCHEDULE FORMS PART OF THE SERVICE AGREEMENT DATED • AND SHALL BE DEEMED TO BE ATTACHED THERETO.

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 Per: _____

NOVA Gas Transmission Ltd.
 Per : _____

Per: _____

Per : _____