

**RATE SCHEDULE FT-LE**  
**FIRM TRANSPORTATION – LINKED EXPORT**

**1.0 DEFINITIONS**

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** Service shall mean:

- (i) the receipt of gas from Customer at up to ten (10) Receipt Point(s) specified in Customer’s Schedule of Service, subject to subparagraph (ii);
- (ii) the receipt of gas from Customer cannot originate from the following points:
  - (a) Storage Receipts Point(s);
  - (b) Extraction Receipt Point(s); and
  - (c) Receipt Points that interconnect with other sales gas transmission facilities that do not form part of the Company’s integrated system;
- (iii) the transportation of gas through the Facilities that Company determines necessary to provide services under the Tariff; and
- (iv) the delivery of gas to Customer at Customer’s sole Delivery Point as specified in Customer’s Schedule of Service at a Group 1 Delivery Point within Segment 4 as identified in the “NGTL System Segment Codes & Project Areas Map” as posted on the Company’s website.

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

Company shall establish an FT-LE Customer Account for each of Customer’s Schedules of Service.

**2.2** The Service is available to any Customer that requests a total FT-LE Contract Demand of 140.0 10<sup>3</sup>m<sup>3</sup>/d (5.0 MMcf/d) or greater and has executed a Service Agreement and Schedule of Service under Rate Schedule FT-LE. A standard form Service Agreement for Service is attached.

**3.0 CHARGE FOR SERVICE**

**3.1 Aggregate of Customer’s Monthly Demand Charges**

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

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

Where:

- “MDC” = the aggregate of the demand charges applicable to such Schedule of Service for such Billing Month;
- “F” = the FT-LE Demand Rate applicable to such Schedule of Service;
- “A” = the FT-LE 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 FT-LE Contract Demand under such Schedule of Service; and
- “C” = the number of days in such Billing Month.

**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 applicable to each of Customer's Schedules of Service.

### 3.3 Charge for Secondary Storage Access

**3.3.1** Secondary Storage Access at a Secondary Storage Delivery Point or Secondary Storage Receipt Point within a region identified under the Schedule of Service will not be subject to a charge for Secondary Storage Access.

**3.3.2** Secondary Storage Access at a Secondary Storage Delivery Point or Secondary Storage Receipt Point outside of the region(s) identified under the Schedule of Service ("Secondary Storage Access Outside of Region(s)") will be subject to charges determined as follows:

(a) for delivery at a Secondary Storage Delivery Point:

$$\text{SSACd} = V \times [(Y+Z) - (2 \times \text{FT-LE Demand Charge})] / 2$$

Where:

"SSACd" = the total daily charge for Secondary Storage Access Outside of Region for deliveries

"V" = Customer's actual volume delivered under such Schedule of Service for the Billing Month

"Y" = the IT-D Rate at the Delivery Point at the time of delivery

"Z" = the highest IT-R Rate amongst all Receipt Points set out on the Schedule of Service at the time of delivery

(b) for receipt at a Secondary Storage Receipt Point:

$$\text{SSACr} = V \times [(Y+Z) - (2 \times \text{FT-LE Demand Charge})] / 2$$

Where:

"SSACr" = the total daily charge for Secondary Storage Access Outside of Region for receipts

- “V” = Customer’s actual volume received under such Schedule of Service for the Billing Month
- “Y” = the IT-D Rate at the Delivery Point at the time of receipt
- “Z” = the highest IT-R Rate amongst all Receipt Points set out on the Schedule of Service at the time of receipt

The total daily charge for Secondary Storage Access Outside of Region(s) cannot be less than zero (0).

### 3.4 Customer’s Monthly Receipt Point Over-Run Gas and Imbalance Gas Charges

Customer’s monthly charges for the daily portion of:

- (i) the sum of the daily quantity of gas received for which an amount for over-run gas is payable (“FT-LE Receipt Point Over-Run Gas”) where there is:
  - (a) no event of a receipt interruption or curtailment pursuant to Article 11.0 of the General Terms and Conditions (“FT-LE Non-Restricted Receipt Point Over-Run Gas”); and
  - (b) an event of a receipt interruption or curtailment pursuant to Article 11.0 of the General Terms and Conditions (“FT-LE Restricted Receipt Point Over-Run Gas”);
- (ii) imbalance gas that is the lesser of the FT-LE Contract Demand in effect and the actual volume of gas received, minus the actual volume of gas delivered on a day, where the result is above zero (“FT-LE Receipt Point Imbalance Gas”) and where there is:
  - (a) no event of a receipt interruption or curtailment pursuant to Article 11.0 of the General Terms and Conditions (“FT-LE Non-Restricted Receipt Point Imbalance Gas”); and
  - (b) an event of a receipt interruption or curtailment pursuant to Article 11.0 of

the General Terms and Conditions (“FT-LE Restricted Receipt Point Imbalance Gas”).

in a Billing Month for Service shall be equal to the sum of the monthly charges for such FT-LE Receipt Point Over-Run Gas and FT-LE Receipt Point Imbalance Gas for each of Customer’s Schedule of Service, determined as follows:

$$\text{MOIC} = \sum \text{DOIC}$$

Where:

“MOIC” = the monthly charge for FT-LE Receipt Point(s) Over-Run Gas and FT-LE Receipt Point(s) Imbalance Gas under such Schedule of Service

“DOIC” =  $(V_{nr} \times Z) + (V_{r1} \times Z) + (V_{r2} \times 10 \times Z) + (V_{r3} \times 25 \times Z) + (O \times A)$

“V<sub>nr</sub>” = subject to the application of “V<sub>r</sub>”, the total daily volume of gas allocated to Customer by Company as FT-LE Non-Restricted Receipt Point Over-Run Gas and FT-LE Non-Restricted Receipt Point Imbalance Gas in accordance with paragraph 3.9 for Service under such Schedule of Service for such Billing Month

“V<sub>r</sub>” = the total daily volume of gas allocated to Customer by Company as FT-LE Restricted Receipt Point Over-Run Gas and FT-LE Restricted Receipt Point Imbalance Gas in accordance with paragraph 3.9 for Service under such Schedule of Service

V<sub>r</sub> is the collective sum of the following, where the portion of the sum of the daily FT-LE Restricted Receipt Point Over-Run Gas and FT-LE Restricted Receipt Point Imbalance Gas is:

“V<sub>r1</sub>” = the portion of V<sub>r</sub> equal to or less than 2% of the daily FT-LE Contract Demand in effect

“V<sub>r2</sub>” = the portion of V<sub>r</sub> above 2% but equal to or less than 10% of the daily FT-LE Contract Demand in effect

“V<sub>r3</sub>” = the portion of V<sub>r</sub> above 10% of the daily FT-LE Contract Demand in effect

- “Z” = the highest IT-R Rate at the Receipt Points set out in such Schedule of Service
- “O” = FT-LE Receipt Point Over-Run Gas
- “A” = the Daily Abandonment Surcharge applicable to IT-R

### 3.5 Customer’s Monthly Delivery Point Over-Run Gas and Imbalance Gas Charges

Customer’s monthly charges for the daily portion of:

- (i) the sum of the daily quantity of gas delivered for which an amount for over-run gas is payable (“FT-LE Delivery Point Over-Run Gas”) where there is:
  - (a) no event of a delivery interruption or curtailment pursuant to Article 11.0 of the General Terms and Conditions (“FT-LE Non-Restricted Delivery Point Over-Run Gas”); and
  - (b) an event of a delivery interruption or curtailment pursuant to Article 11.0 of the General Terms and Conditions (“FT-LE Restricted Delivery Point Over-Run Gas”);
- (ii) imbalance gas that is the lesser of the FT-LE Contract Demand in effect and the actual volume of gas delivered, minus the actual volume of gas received on a day, where the result is above zero (“FT-LE Delivery Point Imbalance Gas”) and where there is:
  - (a) no event of a delivery interruption or curtailment pursuant to Article 11.0 of the General Terms and Conditions (“FT-LE Non-Restricted Delivery Point Imbalance Gas”); and
  - (b) an event of a delivery interruption or curtailment pursuant to Article 11.0 of the General Terms and Conditions (“FT-LE Restricted Delivery Point Imbalance Gas”).

in a Billing Month for Service shall be equal to the sum of the monthly charges for such FT-LE Receipt Point Over-Run Gas and FT-LE Receipt Point Imbalance Gas for each of Customer’s Schedule of Service, determined as follows:

$$\text{MOIC} = \sum \text{DOIC}$$

Where:

“MOIC” = the monthly charge for FT-LE Delivery Point(s) Over-Run Gas and FT-LE Delivery Point(s) Imbalance Gas under such Schedule of Service

“DOIC” =  $(V_{nr} \times Z) + (V_{r1} \times Z) + (V_{r2} \times 10 \times Z) + (V_{r3} \times 25 \times Z) + (O \times A)$

“V<sub>nr</sub>” = subject to the application of “V<sub>r</sub>”, the total daily volume of gas allocated to Customer by Company as FT-LE Non-Restricted Delivery Point Over-Run Gas and FT-LE Non-Restricted Delivery Point Imbalance Gas in accordance with paragraph 3.10 for Service under such Schedule of Service for such Billing Month

“V<sub>r</sub>” = the total daily volume of gas allocated to Customer by Company as FT-LE Restricted Delivery Point Over-Run Gas and FT-LE Restricted Delivery Point Imbalance Gas in accordance with paragraph 3.10 for Service under such Schedule of Service

V<sub>r</sub> is the collective sum of the following, where the portion of the sum of the daily FT-LE Restricted Delivery Point Over-Run Gas and FT-LE Restricted Delivery Point Imbalance Gas is:

“V<sub>r1</sub>” = the portion of V<sub>r</sub> equal to or less than 2% of the daily FT-LE Contract Demand in effect

“V<sub>r2</sub>” = the portion of V<sub>r</sub> above 2% but equal to or less than 10% of the daily FT-LE Contract Demand in effect

“V<sub>r3</sub>” = the portion of V<sub>r</sub> above 10% of the daily FT-LE Contract Demand in effect

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

“O” = FT-LE Delivery Point Over-Run Gas

“A” = the Daily Abandonment Surcharge applicable to IT-D at the Delivery Point

### 3.6 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 shall be equal to the monthly charges for Gas Used and Gas Lost for each Schedule of Service, determined as follows:

$$GU = [(V \times (H \times 0.5) + (H \times ROIG)) + (S \times (H \times 0.5))] \times P$$

Where:

- “GU” = the monthly charge for Gas Used and Gas Lost under such Schedule of Service
- “V” = Customer’s Eligible FT-LE Volume received at Receipt Point(s) under such Schedule of Service for the Billing Month
- “H” = Company’s system fuel percentage for Gas Used and Gas Lost for the Billing Month
- “S” = the amount of gas delivered at a Secondary Storage Delivery Point under Secondary Storage Access Outside of Region(s)
- “ROIG” = the amount of gas determined by Company to be Customer’s FT-LE Receipt Point Over-Run Gas and FT-LE Receipt Point Imbalance Gas for the month as determined in paragraph 3.9
- “P” = Company’s Gas Use Price

3.6.1 Gas received at a Secondary Storage Receipt Point is not subject to a Gas Used and Gas Lost charge.

### 3.7 Aggregate Storage Balance Charge

Charges for the difference between the cumulative total of the volume of gas delivered to a Secondary Storage Delivery Point(s) for Customer by Company and the cumulative total of the volume of gas received at a Secondary Storage Receipt Point(s) for Customer by Company (“Aggregate Storage Balance”) under Rate Schedule FT-LE that is not



reduced to zero at the time of the Service Termination Date will be determined as follows:

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

Where:

“ASBC” = Aggregate Storage Balance charge

“V” = Aggregate Storage Balance

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

### 3.8 Aggregate Charge for Service

Customer shall pay for each Billing Month the sum of the amounts calculated in accordance with paragraphs 3.1, 3.2, 3.3, 3.4, 3.5, 3.6 and 3.7.

### 3.9 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-LE Customer Account, the aggregate volume of gas received from Customer at the Receipt Points and Secondary Storage Receipt Points shall be allocated for billing purposes as follows:

- (i) firstly, as Service to Customer to a maximum of such Customer’s Eligible FT-LE Volume;
- (ii) secondly, as receipt at a Secondary Storage Receipt Point(s) in a region identified under the Schedule of Service;
- (iii) thirdly, as receipt at a Secondary Storage Receipt Point(s) under Secondary Storage Access Outside of Region in accordance with paragraph 3.3;
- (iv) fourthly, as FT-LE Receipt Point Imbalance Gas charged in accordance with paragraph 3.4; and

- (v) fifthly, as FT-LE Receipt Point Over-Run Gas and charged in accordance with paragraph 3.4.

### **3.10 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-LE Customer Account, the aggregate volume of gas delivered to Customer at the Delivery Point and Secondary Storage Delivery Point(s) shall be allocated for billing purposes as follows:

- (i) firstly, to Service to Customer to a maximum of such Customer's Eligible FT-LE Volume;
- (ii) secondly, as delivery at a Secondary Storage Delivery Point(s) in a region identified under the Schedule of Service;
- (iii) thirdly, as delivery at a Secondary Storage Delivery Point(s) under Storage Access Outside of Region in accordance with paragraph 3.3;
- (iv) fourthly, as FT-LE Delivery Point Imbalance Gas charged in accordance with paragraph 3.5; and
- (v) fifthly, as FT-LE Delivery Point Over-Run Gas and charged in accordance with paragraph 3.5.

## **4.0 TERM OF SERVICE**

### **4.1 Term of a Schedule of Service**

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

- (i) no new Facilities are required to provide the Service requested, the minimum term of the Schedule of Service shall be a Secondary Term of a minimum of one (1) year;

- (ii) new metering Facilities are required to provide the Service requested, the minimum term of the Schedule of Service shall be equal to the sum of:
  - (a) a minimum Primary Term of between two (2) and five (5) years as determined under the Criteria for Determining Primary Term in Appendix “E” of the Tariff; and
  - (b) a Secondary Term equal to six (6) years less the Primary Term; or
- (iii) other new Facilities are required to provide the Service requested, the minimum term of the Schedule of Service shall be equal to the sum of:
  - (a) a minimum Primary Term of two (2) years if no new metering Facilities are required or of between two (2) and five (5) years if new metering Facilities are required as determined under the Criteria for Determining Primary Term in Appendix “E” of the Tariff; and
  - (b) a Secondary Term equal to eight (8) years less the Primary Term.

The Primary Term determined under subparagraphs ii) and iii) shall be separately determined and applied to each individual Receipt Point and the Delivery Point as identified on the Schedule of Service.

#### **4.2 Term of Service Agreement**

Customer’s Service Agreement shall terminate on the latest Service Termination Date identified on Customer’s Schedules of Service.

### **5.0 FT-LE SECONDARY STORAGE ACCESS**

#### **5.1 Customer may:**

- (a) nominate all or a portion of FT-LE Contract Demand in effect for receipt of gas at a Secondary Storage Receipt Point(s); or

- (b) nominate all or a portion of FT-LE Contract Demand in effect for delivery of gas at a Secondary Storage Delivery Point(s).
- 5.2** Subject to paragraph 5.1, Company may authorize such nominations subject to determining that capacity exists at such Secondary Storage Receipt Point(s) or Secondary Storage Delivery Point(s) as determined by Company (Secondary Storage Access).
- 5.3** Volumes accessing storage remain subject to Customer's daily balancing obligations and will be recorded in Customer's Aggregate Storage Balance account where such balance cannot exceed forty (40) days of FT-LE Contract Demand in effect and cannot be less than zero (0) on any day.
- 5.4** Subject to paragraph 5.3, any injections that would otherwise result in the Aggregate Storage Balance exceeding forty (40) days of FT-LE Contract Demand pursuant to paragraph 5.3 will be deemed as FT-LE Receipt Point Over-Run Gas or FT-LE Receipt Point Imbalance Gas and will subject to the associated charge in accordance with paragraph 3.4.
- 5.5** Subject to paragraph 5.3, any withdrawals that would otherwise result in the Aggregate Storage Balance being less than zero (0) pursuant to paragraph 5.3 will be deemed as FT-LE Delivery Point Over-Run Gas or FT-LE Delivery Point Imbalance Gas and will subject to the associated charge in accordance with paragraph 3.5.
- 6.0 TRANSFER OF SERVICE**
- 6.1** If Customer desires to transfer all or any portion of Receipt Contract Demand under a Schedule of Service from one Receipt Point to another Receipt Point set out in the same Schedule of Service, Customer shall give advance Notice to Company of Customer's request with sufficient time, as determined by Company in its sole discretion for such transfer specifying the Receipt Points, the Schedule of Service and the portion of the Receipt Contract Demand that Customer wishes to transfer.

**6.2** Company is under no obligation to permit the transfer requested in paragraph 6.1, but may permit such transfer provided that:

- (i) such Receipt Points are set out in the same Schedule of Service;
- (ii) Company determines that sufficient capacity exists in the Facilities to accommodate the transfer;
- (iii) the transfer does not occur during the Primary Term at the subject Receipt Point under the Schedule of Service, if applicable;
- (iv) Company determines that the construction or installation of new Facilities that are directly attributable to the transfer are not required; and
- (v) Customer executes a new Schedule of Service.

**6.3** Notwithstanding paragraph 6.2(iv), if Company determines that new metering Facilities are required to be installed or constructed to accommodate the transfer of Service pursuant to paragraph 6.1, Company may permit such transfer provided that:

- (i) Service under the added Receipt Point will take effect on the Ready for Service Date;
- (ii) the Primary Term for the new metering Facilities will be determined under the Criteria for Determining Primary Term in Appendix “E” of the Tariff; and
- (iii) the Secondary Term for each Receipt Contract Demand in effect and the Service Termination Date under a Schedule of Service will be extended by the commensurate amount of Primary Term applied to the new metering Facilities.

## **7.0 TITLE TRANSFERS**

**7.1** A Customer entitled to receive Service shall not be entitled to transfer or accept a transfer of Customers’ inventory to or from any other Customer’s Account.

## 8.0 RENEWAL OF SERVICE

8.1 Customer shall be entitled to renew all, or any portion of Service under a Schedule of Service and the following shall apply:

(a) Renewal Notification

Customer gives Notice to Company of such renewal at least one (1) year notice prior to the applicable Service Termination Date under Customer's Schedule of Service.

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

If Customer does not provide such Notice, the affected FT-LE Contract Demand in effect under a Schedule of Service shall expire on such Service Termination Date.

(b) Irrevocable Notice

Customer's Notice to renew pursuant to paragraph 8.1 shall be binding and is irrevocable and cannot be withdrawn or amended by Customer.

(c) Renewal Term

Customer's Notice shall specify a renewal term of minimum one (1) year.

## 9.0 CONVERSIONS

(a) Customer may request a conversion for all or a portion of Service under a Schedule of Service to Rate Schedule FT-R at the same Receipt Point(s) and Rate Schedule FT-D at the same Delivery Point specified in Customer's Schedule of Service for FT-LE Service and for a Contract Demand provided that:

- (i) the conversion does not exceed the specified Receipt Contract Demand at each Receipt Point and does not exceed the FT-LE Contract Demand specified at the Delivery Point at which Conversion is requested, and where Customer will be subject to the provisions of Rate Schedule FT-R and Rate Schedule FT-D;
- (ii) the conversion commences on the first day of a month, which is at least five (5) years following written request for such conversion or another period of time as determined by Company on the basis of the availability of sufficient capacity;
- (iii) the minimum term of conversion at each individual Receipt Point and the Delivery Point shall be the greater of (A) the remaining term of the FT-LE Schedule of Service pursuant to paragraph 4.0 at such Receipt Point(s) or the Delivery Point or (B) the applicable required term pursuant to paragraph 5.0 of Rate Schedule FT-R or Rate Schedule FT-D, as applicable;
- (iv) the conversion does not occur during the Primary Term of the Schedule of Service for the same Receipt Point(s) and/or Delivery Point, if applicable;
- (v) any portion of Service requested for conversion to Rate Schedule FT-R will be deemed to be in Primary Term from the time Company accepts the request for conversion until the Billing Commencement Date under Rate Schedule FT-R for the same Receipt Point(s);
- (vi) all conditions set out in paragraph 2.2 of Rate Schedule FT-R and paragraph 2.2 of Rate Schedule FT-D have been satisfied; and
- (vii) Company determines:
  - (A) that it is able to accommodate such conversion on the basis of the availability of sufficient capacity; or

- (B) if new Facilities are required, that it is able to accommodate such conversion, as determined by Company in its sole discretion.

## **10.0 ACCOUNT BALANCE**

- 10.1** 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 balance each FT-LE Customer Account to zero.

## **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 are applicable to this Rate Schedule to the extent that such terms and conditions and provisions are not inconsistent with this Rate Schedule.



**SERVICE AGREEMENT  
RATE SCHEDULE FT-LE**

BETWEEN:

NGTL GP Ltd., as general partner on behalf of NGTL Limited Partnership, 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-LE 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 latest Service Termination Date identified on Customer’s Schedules of Service.

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 this Rate Schedule.
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 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:
    - (i) 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; or
    - (ii) downstream of the Delivery Point in respect of which Customer has the right to deliver 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 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 provided for in this Rate Schedule, 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:

- 
- 
- 

Attention: ●

Fax or Email: ●

Company:

- 
- 
- 

Attention: ●

Fax or Email: ●

Notice may be given by fax or other electronic means 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, electronic means, 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 this Rate Schedule, the General Terms and Conditions and Schedule of Service under this Rate Schedule 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 ●, ●.

●

**NGTL GP Ltd., as general partner  
on behalf of NGTL Limited Partnership**

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

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

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

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

**SCHEDULE OF SERVICE**

**RATE SCHEDULE FT-LE**

**SCHEDULE OF SERVICE NUMBER:** ●

**CUSTOMER:** ●

**APPLICABLE REGION(S) FOR TOLLING PURPOSES:** ●

<b>Delivery Point Identifier</b>	<b>Delivery Point Number and Name</b>	<b>Legal Description</b>	<b>Maximum Delivery Pressure kPa</b>	<b>Service Termination Date</b>	<b>FT-LE Contract Demand 10<sup>3</sup>m<sup>3</sup>/d</b>	<b>Additional Conditions</b>
●	● ●	●	●	●	●	●

<b>Receipt Point Identifier</b>	<b>Receipt Points Number and Name</b>	<b>Legal Description</b>	<b>Region</b>	<b>Maximum Receipt Pressure kPa</b>	<b>Receipt Contract Demand 10<sup>3</sup>m<sup>3</sup>/d (Total must equal the total FT-LE Contract Demand)</b>	<b>Additional Conditions</b>
●	● ●	●	●	●	●	●

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

●

NGTL GP Ltd., as general partner on behalf of NGTL Limited Partnership

Per:

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Per:

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Per:

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Per:

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