

RATE SCHEDULE OS

OTHER SERVICE

1.0 DEFINITIONS

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

2.0 SERVICE DESCRIPTION AND AVAILABILITY

2.1 Subject to the stated terms and conditions, service under Rate Schedule OS shall mean any service Company is prepared to provide that is not available under any other Rate Schedule (the “Service”).

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

3.0 CHARGE FOR SERVICE

3.1 OS Charge

Customer shall pay to Company for each Billing Month an amount equal to the sum of all OS Charges applicable to each Schedule of Service under a Service Agreement for Service under Rate Schedule OS.

3.2 Aggregate of Customer's Surcharges

The aggregate of Customer's Surcharges for a Billing Month shall be equal to the sum of all Surcharges applicable to each of Customer's Schedules of Service under Rate Schedule OS.

3.3 Aggregate Charge For Service

Customer shall pay for each Billing Month the sum of the amounts calculated in accordance with paragraphs 3.1 and 3.2.

4.0 SERVICE RELEASE

4.1 If Customer desires to release all or any portion of its Service under any Schedule of Service under Rate Schedule OS, Customer shall give Notice to Company of its request to release such Service describing the location and nature of the reduction in Service requested. Company shall not have any obligation to find any Person to assume such Service. If after Notice is given to Company a Person is found who agrees to assume such Service, Company may allow Customer to release such Service to the extent that such Service is provided for in a Service Agreement and new Schedule of Service under Rate Schedule OS executed by Company and such Person.

5.0 PAYMENT ON RETIREMENT OF FACILITIES

5.1 In the event that there remains on Company's books of account any net book value in respect of Facilities used in providing Service under any Schedule of Service under this Rate Schedule OS either:

- (i) at the Service Termination Date described in the Schedule of Service in respect of a particular Service; or
- (ii) at the expiry of a period of six (6) months where the Facilities which would be used to provide such Service have not been used; and

Company determines in its sole discretion to retire such Facilities, Customer shall pay to Company within a time determined by Company, an amount equal to the net book value of such Facilities adjusted for all costs and expenses associated with such retirement.

6.0 TERM OF SERVICE

6.1 Term of a Schedule of Service

The term for any Schedule of Service for Service under Rate Schedule OS shall commence on the Billing Commencement Date and terminate on the Service Termination Date.

6.2 Term of Service Agreement

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

7.0 RENEWAL OF SERVICE

- 7.1** Company may in its sole discretion allow Customer to renew Service under Rate Schedule OS on terms and conditions mutually satisfactory to Company and Customer.

8.0 GENERAL TERMS AND CONDITIONS

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

**SERVICE AGREEMENT
RATE SCHEDULE OS**

BETWEEN:

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 OS in accordance with the attached Schedules of Service. The Service will commence on the Billing Commencement Date and will terminate, subject to the provisions in this Service Agreement, on the Service Termination Date.

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

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

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

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

6. Every notice, request, demand, statement, bid or bill provided for in Rate Schedule OS, this Service Agreement and the General Terms and Conditions, or any other notice which either Company or Customer may desire to give to the other (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: •

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.

(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.

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

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

•

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

Per:

Per:

Per:

Per:

**SCHEDULE OF SERVICE
RATE SCHEDULE OS**

CUSTOMER: •

Schedule of Service Number	Service Description	Facility Number and Name	Facility Function	Legal Description	OS Charge	Service Termination Date	Additional Conditions
•	•	• •	•	•	•	•	•

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

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

Per: _____

Per : _____

Per: _____

Per : _____