

**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:

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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.

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

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

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

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

•  
Per: \_\_\_\_\_

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

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

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

SCHEDULE OF SERVICE  
RATE SCHEDULE FT-X

CUSTOMER: •

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

•  
Per: \_\_\_\_\_

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

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

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