

**RATE SCHEDULE PT**  
**PRESSURE / TEMPERATURE 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 PT shall mean:

- (i) the increase or decrease in the pressure at which Company may receive from or deliver gas to Customer, as requested by Customer; and
- (ii) the increase or decrease in the temperature at which Company may receive from or deliver gas to Customer, as requested by Customer;

(the “Service”) provided such Service shall be subject to the terms and conditions of any other Service and the Tariff.

**2.2** The Service is available to any Customer that has executed a Service Agreement and Schedule of Service under Rate Schedule PT provided that Company is satisfied in its sole discretion that any objection received by Company with respect to such Service has been resolved. A standard form Service Agreement for Service under this Rate Schedule PT is attached.

**2.3** Notwithstanding the provisions of article 5.0, Company shall not be required to construct or install Facilities for any Service under Rate Schedule PT.

### 3.0 PRICING

- 3.1** The rate used in calculating Customer's monthly PT charge under each of Customer's Schedules of Service for Service under Rate Schedule PT is the PT Rate applicable to such Schedule of Service.
- 3.2** The rate used in calculating Customer's monthly charge for Company's gas requirements under each of Customer's Schedules of Service for Service under Rate Schedule PT is the PT Gas Rate applicable to such Schedule of Service.

### 4.0 CHARGE FOR SERVICE

#### 4.1 Aggregate of Customer's Monthly PT Charges

The aggregate of Customer's monthly charges for a Billing Month for Service under Rate Schedule PT shall be equal to the sum of the monthly charges calculated for each of Customer's Schedules of Service under Rate Schedule PT determined as follows:

$$MC = A \times B$$

Where:

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

"A" = the PT Rate applicable to such Schedule of Service; and

"B" = the number of days in the month preceding such Billing Month as determined by Company that Company provided Service to Customer under such Schedule of Service.

#### 4.2 Aggregate of Customer's Monthly Charges for Company's Gas Requirements

The aggregate of Customer's charges for Company's gas requirements in a Billing Month for Service under Rate Schedule PT shall be equal to the sum of the monthly charges for Company's gas requirements for each Schedule of Service under Rate Schedule PT determined as follows:

$$GR = B \times R \times P$$

Where:

"GR" = the monthly charge for Company's gas requirements under such Schedule of Service;

"B" = the number of days in the month preceding such Billing Month as determined by Company that Company provided Service to Customer under such Schedule of Service.

"R" = the PT Gas Rate applicable to such Schedule of Service; and

"P" = Company's Gas Use Price.

#### 4.3 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 PT.

#### 4.4 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.

**5.0 NEW FACILITIES**

**5.1** If Company determines at its sole discretion that new or modified Facilities are required in order for Company to provide Service, Customer shall provide a full contribution in aid of construction amount as determined by Company.

**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 PT shall be the term requested by Customer provided that the term is a minimum of one (1) month.

**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 PT.

**7.0 TRANSFER OF SERVICE**

**7.1** Customer shall not be entitled to transfer all or any portion of Service under Rate Schedule PT to any other Receipt Point or Delivery Point.

**8.0 RENEWAL OF SERVICE**

**8.1** Customer shall not be entitled to renew all or any portion of Service under a Schedule of Service under Rate Schedule PT.

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**9.0 AMENDMENT, SUSPENSION OR TERMINATION OF SERVICE****9.1 Suspension or Termination of a Schedule of Service by Customer**

Customer may suspend or terminate Service under a Schedule of Service under Rate Schedule PT provided Customer has notified Company in writing of its request for such suspension or termination and Company consents to such request, such consent shall not be unreasonably withheld by Company. Any such suspension or termination of Service shall not relieve Customer from any obligation to pay any rate, toll, charge or other amount payable to Company.

**9.2 Amendment, Suspension or Termination of Schedule of Service by Company**

Company may in its sole discretion amend, suspend or terminate Customer's Service under any Schedule of Service for Service under Rate Schedule PT if Company determines at any time that:

- (i) an adjustment is required to the PT Rate or the PT Gas Rate;
- (ii) capacity in the Facilities is required by Company to provide Service under any other Rate Schedules;
- (iii) continuation of such Service may cause injury, damage to or interfere with the operation or integrity of the Facilities; or
- (iv) Company is satisfied in its sole discretion that an objection received by Company at any time and from time to time with respect to such Service can not be resolved.

Company may in its sole discretion immediately terminate a Customer's Service under any Schedule of Service under Rate Schedule PT if such Service has been suspended for a period of 12 months or longer.

**10.0 PAYMENT FOR FACILITIES ON TERMINATION**

**10.1** At the Service Termination Date described in the Schedule of Service, if Company determines in its sole discretion to retire or modify such Facilities constructed or modified pursuant to article 5.0, Customer shall pay to Company within a time determined by Company an amount equal to all costs and expenses associated with such retirement or modification.

**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 PT are applicable to Rate Schedule PT. In the event that there is any inconsistency between any term, condition or provision of the Tariff and this Rate Schedule PT, the term, condition and provision of the Tariff shall prevail.

**SERVICE AGREEMENT**  
**RATE SCHEDULE PT**

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 PT 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 PT.

**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 PT 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 PT, 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 PT, the General Terms and Conditions and Schedule of Service under Rate Schedule PT 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 •, •.

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NOVA Gas Transmission Ltd.

Per:

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Per :

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Per:

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Per :

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**SCHEDULE OF SERVICE**  
**RATE SCHEDULE PT**

**CUSTOMER:**

**SERVICE DESCRIPTION:**

Schedule of Service Number	Facility Number and Name	Legal Description	PT Rate \$/d	PT Gas Rate 10 <sup>3</sup> m <sup>3</sup> /d	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.

NOVA Gas Transmission Ltd.

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

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

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

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