

Foothills' has proposed several amendments to the Foothills' Gas Transportation Tariff – Phase I (Tariff) in order to implement changes to its credit requirements and to implement a flat-rate billing abatement provision. These Tariff amendments are proposed to be effective on January 1, 2005. This summary has been provided for information only and is not intended to form part of the Tariff.

Summary of Tariff Amendments

Credit Requirements

1. Capacity Allocation Procedures

- (a) Subsection 4.1.6 – amended to capitalize Financial Assurances since the term has been added as a definition in the General Terms and Conditions.
- (b) Subsection 5.1(a)(ii) – amended to reflect Shipper's responsibility to provide Company financial information to demonstrate its creditworthiness.
- (c) Subsection 5.1(a)(iii) – amended to refer to the Financial Assurance requirements as set out in subsection 5.8 [Financial Assurances] of the General Terms and Conditions.
- (d) Subsection 5.1(b)(iv) – amended to refer to the Financial Assurance requirements as set out in subsection 5.8 [Financial Assurances] of the General Terms and Conditions.

2. Rate Schedule T-1, Firm Service

- (a) Subsection 10.1(c) [Availability] – amended to add “if requested by Company” and delete “and meets the Company's creditworthiness standards”.

3. General Terms and Conditions

- (a) Section 1 [Definitions]
 - (i) Added new definition 1.4 [Banking Day].
 - (ii) Added new definition 1.20 [Financial Assurance].
- (b) Subsection 5.5.2 – deleted entire subsection and replaced with new subsection.
- (c) Subsection 5.8 [Creditworthiness] – renamed to [Financial Assurances] and deleted entire subsection and replaced with new subsections 5.8.1 through 5.8.3.
- (d) New subsection 5.8.1 [Financial Assurance for Performance of Obligations] – defines Financial Assurance acceptable to Company and in an amount in accordance with subsection 5.8.3.
- (e) New subsection 5.8.2 [Failure to Provide Financial Assurance] – includes provisions for withholding, suspension and termination of service for failure to provide a requested Financial Assurance.
- (f) New subsection 5.8.3 [Amount of Financial Assurance] – defines the maximum amount of a Financial Assurance that a Shipper may be required to provide.

Billing Abatement

1. Rate Schedule T-1, Firm Service

- (a) Subsection 8.1 [Shipper's Obligation to Pay] – amended to add “except as specifically provided for in section 9 hereof” to reflect that Shipper's obligation to pay will be adjusted to reflect billing abatements.

- (b) New subsection 9.1 [General] – includes provision to define when Shipper's obligation to pay may be adjusted.
- (c) New subsection 9.6, 9.6.1 and 9.6.2 [Billing Adjustment] – defines the credit mechanism and re-payment related to failure to accept gas.

2. General Terms and Conditions

- (a) Section 5.1 [Billing] – added new subsection (b) related to billing adjustments pursuant to subsection 9.6 of Rate Schedule T-1, Firm Service.

4.1.6 A Bidder that is awarded capacity (or accepts service under subsection 4.1.4 hereof) is irrevocably bound to take that service. Company will forward successful Bidders a Service Agreement which must be executed and returned to Company within a specified number of days of being delivered by Company, along with all necessary ~~f~~Financial ~~a~~Assurances requested by Company.

4.1.7 A joint open season may be held with any upstream or downstream pipelines using the above procedures or by using other procedures filed with and approved by the Board.

4.2 Expansion Capacity

Where Company determines that the demand for service may be sufficient to consider an expansion of existing facilities, Company will use all reasonable efforts to adhere to the following procedures in conducting an Open Season:

4.2.1 Company will provide public notice of its intention to expand its existing facilities through recognized industry publications. Company's notice may specify a volume amount.

4.2.2 Company will forward to each potential Bidder an information package, (the "Bid Package") including a Precedent Agreement. In the Bid Package, Company will advise each Bidder of the terms of the Open Season including the Minimum Term required for service through the New Facilities pursuant to subsection 3.3.1 hereof.

4.2.3 Within the period specified by Company in the notice, Bidder will advise Company of its bid which will include desired Maximum Daily Receipt Quantity, anticipated receipt and delivery points, desired commencement date of such service, and desired Service Agreement term by executing and returning the Precedent Agreement.

4.2.4 Bids will be evaluated by Company on the basis of net present value per unit being the current T-1 Rate over the term and distance specified by the Bidder in

5. ACCESS CRITERIA

5.1 Prior to execution of a Service Agreement, Firm Service and during the term of the Firm Service Agreement, Prospective Shipper must satisfy the following criteria:

- (a) Where there is Available Capacity to provide the requested level of service under Rate Schedule T-1, Firm Service, Prospective Shipper shall:
 - (i) Demonstrate to the satisfaction of Company that it has appropriate upstream and downstream transportation arrangements;
 - (ii) Provide ~~the~~ financial information ~~requested by~~to Company to ~~determine~~ demonstrate Prospective Shipper's creditworthiness; and
 - (iii) Provide a Financial Assurance, if requested by Company, pursuant to ~~Provide, at Company's option, an irrevocable letter of credit in form and substance satisfactory to Company from a financial institution acceptable to Company in an amount sufficient to secure the payment of the amount payable under Prospective Shipper's Service Agreement for a period of 70 days or such other financial guarantee that provides, in the opinion of Company, a sufficient level of security as provided for in~~ subsection 5.8 of the General Terms and Conditions of this Gas Transportation Tariff; and
- (b) Where New Facilities are required to provide the requested firm service, in addition to the requirements in subsection 5.1(a), Prospective Shipper shall:
 - (i) Provide evidence to the satisfaction of Company that Prospective Shipper's intended market is secure and long term and that Prospective Shipper's gas sales arrangements are sufficient to enable financing of the New Facilities;
 - (ii) Provide evidence to the satisfaction of Company that Prospective Shipper has a secure and long term source of supply sufficient to permit

Prospective Shipper to fulfill its obligations under its gas sales arrangements during the term of firm service requested;

- (iii) Provide evidence to the satisfaction of Company that Prospective Shipper has obtained or will be able to obtain all associated regulatory approvals for the full term of firm service requested; and
- (iv) Provide an agreement which sets forth the Financial Assurances that may be requested by Company pursuant to subsection 5.8 of the General Terms and Conditions of this Gas Transportation Tariff (the “Financial Assurances Agreement”)~~other financial assurances satisfactory to Company.~~

5.2 Prior to the commencement of service and during the term of a Service Agreement:

- (a) Prospective Shipper or Shipper shall provide evidence satisfactory to Company that it has a valid removal permit from the province of production prior to commencement of service, and as Company may require from time to time during the term of the Service Agreement; and
- (b) Prospective Shipper or Shipper shall forthwith advise Company of the termination of a removal permit or any action commenced to suspend a removal permit from the province of production.

GENERAL TERMS AND CONDITIONS**1. DEFINITIONS**

The following words and terms, whenever and wherever used or appearing in these General Terms and Conditions, the rate schedules to which they apply, or in the Service Agreement to which such rate schedules and General Terms and Conditions apply, shall have the following meanings:

- 1.1** “Alaska Natural Gas Transportation System” or “ANGTS”, also known as the Alaska Highway Project, shall mean the pipeline and related facilities for the transportation of U.S. gas from the Prudhoe Bay area, through Alaska and Canada to the 49th Parallel, and from the 49th Parallel to the midwestern U.S. and to California in the western U.S., and for the transportation of Canadian gas via Zones 10 and 11 (the Dempster Line) from the Beaufort Basin area to join the mainline near Whitehorse in the Yukon Territory.
- 1.2** “Available Capacity” shall have the meaning ascribed to it as set out in subsection 3.2 of the Capacity Allocation Procedures.
- 1.3** “Backhaul” shall mean service where gas delivered at Shipper’s Backhaul Delivery Point is received into Company’s facilities at Shipper’s Backhaul Receipt Point located downstream of Shipper’s Backhaul Delivery Point.
- 1.4** “Banking Day” shall mean any day that the Royal Bank of Canada, Main Branch, Calgary, Canada or other financial institution agreed to by Company, conducts business.
- 1.4.1.5** “Billing Commencement Date” shall mean the date when Shipper’s payment obligation commences and Shipper’s gas has commenced flowing through Company’s Facilities.

For all other Shippers, the Billing Commencement Date shall occur when Company informs such Shipper, by not less than one day’s notice, that there is transportation capacity, not required by Company in order to comply with its obligations under Service Agreements with other Shippers, to receive gas at Shipper’s Receipt Point(s) and to make

[1.161.17](#) “°C” shall mean degrees Celsius as defined by The International System of Units (SI).

[1.171.18](#) “Delivery Point” shall mean relative to Shipper one of the Delivery Points shown in Appendix B to such Shipper’s Service Agreement for delivery of gas to such Shipper.

[1.181.19](#) “Existing Term” shall have the meaning ascribed to it as set out in subsection 10.2 of Rate Schedule T-1, Firm Service.

[1.20](#) [“Financial Assurance” shall have the meaning ascribed to it as set out in subsection 5.8 of these General Terms and Conditions.](#)

[1.191.21](#) “First Billing Month” shall mean relative to Shipper the billing month in which such Shipper’s Billing Commencement Date occurs.

[1.201.22](#) “Foreign Exchange Rate” shall mean for any day that rate for the currency in question as published at 12:00 Eastern Standard Time, by the Bank of Canada in the City of Ottawa.

[1.211.23](#) “Forward Haul” shall mean service where gas delivered at Shipper’s Forward Haul Delivery Point is received into Company’s facilities at Shipper’s Forward Haul Receipt Point located upstream of Shipper’s Forward Haul Delivery Point.

[1.221.24](#) “Gas” shall mean natural gas, manufactured, artificial or synthetic gas, or any mixture or combination thereof.

[1.231.25](#) “Gas Plant In Service” shall mean the original cost of the gas plant of Company excluding plant that is entirely distinct from and is not operated in connection with the gas transportation service provided pursuant to this Gas Transportation Tariff.

[1.241.26](#) “Gas Transportation Tariff” shall mean the compilation on file with the National Energy Board of Company’s rate schedules, General Terms and Conditions and related Service Agreements with Shipper as in effect from time to time.

5. BILLING AND PAYMENT

5.1 Billing

On or before the 9th business day of each month Company shall submit to Shipper a bill for the preceding month. Such bill shall reflect:

- (a) any amount payable by Shipper for the immediately preceding month for service provided under Rate Schedule T-1, Firm Service, Rate Schedule SGS-1, Small General Service and Rate Schedule IT, Interruptible Service;
- (b) [any billing adjustments to which Shipper is entitled or liable in respect of the second preceding month pursuant to subsection 9.6 of Rate Schedule T-1, Firm Service;](#)
- (c) any amount payable by Shipper in respect of the second preceding month for service provided under Rate Schedule OT-1, Overrun Service; and
- (d) other charges or credits to Shipper hereunder.

5.2 Payment

Shipper shall make payment of such bill to a depository designated by Company on or before the second last business day of the month in which such bill was rendered to Shipper. The bill shall be payable in lawful money of Canada except where partial payment in United States dollars is required as per subsection 5.6 hereunder. Shipper shall, without further notice or demand, make payments pursuant to this subsection 5.2 irrespective of any dispute relative to the amount invoiced, and shall not be entitled to any abatement of such payments or any set-off against them, including, but not limited to, abatement or set-off due or alleged to be due by reason of any past, present or future claims of Shipper against Company under Shipper's Service Agreement or otherwise.

5.3 Late Billing

If presentation of a bill by Company is delayed after the 9th business day of the month, then the time for payment shall be extended correspondingly unless Shipper is responsible for such delay.

5.4 Interest on Unpaid Amounts

Company shall have the right to charge interest on the unpaid portion of the bill, from the due date of payment until the date payment is actually made by Shipper, at a rate of interest which is 1% above the minimum lending rate in effect for 90 day loans available to Company at any of the Chartered Banks which normally provide service to Company on the date such payment shall be due.

5.5 Disputed Bills

5.5.1 In the event Shipper disputes in good faith any part of a monthly bill, Shipper shall nevertheless pay to Company the full amount of the bill within the time such payment is due.

5.5.2 ~~In the event Shipper fails to pay the full amount outstanding in respect of any monthly bill within 10 days after such payment is due, Company, in addition to any other remedy it may have, may suspend further receipt and delivery of gas until such amount is paid. Such suspension shall not terminate Shipper's Service Agreement or otherwise relieve Shipper from any obligation to pay any rate, toll, charge or other amount payable to Company under Shipper's Service Agreement. If Shipper's failure to pay the full amount outstanding in respect of any monthly bill shall continue after such suspension, Company may, in addition to any other remedy Company may have, terminate Shipper's Service Agreement effective on the date of the delivery of written notice by Company to Shipper of such termination.~~ If Shipper fails to pay the full amount of any bill when payment is due, Company may upon four (4) Banking Days written notice immediately suspend any or all service being or to be provided to Shipper under any Service Agreement, provided however that such suspension shall not relieve Shipper from any obligation to pay any rate, toll, charge or other amount payable to Company.

If at any time during such suspension Shipper pays the full amount payable to Company, Company shall within two (2) Banking Days recommence such suspended service.

Following suspension, Company may, in addition to any other remedy that may be available to it, upon four (4) Banking Days written notice to Shipper immediately:

- (a) terminate any or all service being or to be provided to Shipper under any Service Agreement; and
- (b) declare any and all amounts payable now or in the future by Shipper to Company for any and all service under any Service Agreement to be immediately due and payable as liquidated damages and not as a penalty.

5.5.3 In the event that it is finally determined that Shipper's monthly bill was incorrect and that an overpayment has been made, Company shall make reimbursement of such overpayment and Shipper shall be entitled to interest on the amount of such overpayment. Such interest will be calculated at the Rate of Interest from the date that such overpayment was made until the date that Company makes reimbursement of such overpayment to Shipper.

5.6 Partial Payment in United States Dollars

Company, in order to meet its obligations payable in U.S. currency, (hereinafter called "U.S. Pay Securities") may, by designation on any invoice, require Shipper to pay to Company in United States dollars a specified portion of the amount invoiced. The amount so payable in United States dollars shall, for the purpose of computing the balance of the invoiced amount payable in Canadian dollars, be converted to Canadian dollars by use of The Foreign Exchange Rate for United States dollars as published, on the third business day next preceding the day on which such invoiced amount is paid. Company shall give at least six months notice to Shipper of the approximate amount of

5.8 ~~Creditworthiness~~Financial Assurances

~~In order to secure the prompt and orderly payment of the amounts payable by Shipper to Company under a Service Agreement, Company may, prior to the commencement of service, and from time to time during the term of a Service Agreement:~~

~~(a) In the case where service is being provided through Available Capacity, or pursuant to Shipper's renewal rights, require Shipper to provide to Company an irrevocable letter of credit, in form and substance satisfactory to Company, from a financial institution acceptable to Company in an amount sufficient to secure the payment of the amount payable by Shipper, under Shipper's Service Agreement for a period of 70 days or such other financial guarantee that provides in the opinion of Company a sufficient level of security; and~~

~~(b) In the case where service is being provided through New Facilities, require Shipper to provide Company financial assurances satisfactory to Company.~~

~~If Shipper fails to provide Company with satisfactory financial assurances upon Company's request, Company may in addition to any other remedy it may have, suspend further receipt and delivery of gas until such security is provided. Such suspension shall not terminate Shipper's Service Agreement or otherwise relieve Shipper from any obligation to pay any rate, toll, charge or other amount payable to Company under Shipper's Service Agreement. In the case of T-1, Firm Service and a request by Company for financial assurances from Shipper after the commencement of service, if Shipper fails to provide such financial assurances within 20 days of Company's request, Company may then suspend service on 10 days notice to Shipper and such notice shall be filed concurrently with the NEB.~~

~~In order that Company may establish Shipper's creditworthiness, Shipper shall provide Company with such financial information as Company may reasonably request prior to the commencement of service, or at any time and from time to time during the term of any Service Agreement.~~

5.8.1 Financial Assurance for Performance of Obligations

Company may request that Shipper (or any assignee) at any time from time to time prior to and during service under any Service Agreement, provide Company with an irrevocable letter of credit or other assurance acceptable to Company, in form and substance satisfactory to Company and in an amount determined in accordance with subsection 5.8.3 (the "Financial Assurance").

5.8.2 Failure to Provide Financial Assurance

Company may withhold the provision of new service under any Service Agreement until Company has received a requested Financial Assurance.

If Shipper fails to provide a requested Financial Assurance to Company within four (4) Banking Days of Company's request, Company may upon four (4) Banking Days written notice immediately suspend any or all service being or to be provided to Shipper under any Service Agreement, provided however that any such suspension shall not relieve Shipper from any obligation to pay any rate, toll, charge or other amount payable to Company. If at any time during such suspension Shipper provides such Financial Assurance to Company, Company shall within two (2) Banking Days recommence such suspended service.

If Shipper fails to provide such Financial Assurance during such suspension, Company may, in addition to any other remedy that may be available to it, upon four (4) Banking Days written notice to Shipper immediately:

- (a) terminate any or all service being or to be provided to Shipper under any Service Agreement; and
- (b) declare any and all amounts payable now or in the future by Shipper to Company for any and all service under any Service Agreement to be immediately due and payable as liquidated damages and not as a penalty.

Any notice provided by Company to Shipper to withhold, suspend or terminate service under any Service Agreement pursuant to subsection 5.8.2 shall be filed concurrently with the NEB.

5.8.3 Amount of Financial Assurance

The maximum amount of Financial Assurance Company may request from a Shipper (or assignee) shall be as determined by Company an amount equal to:

- (a) for the provision of all gas transportation and related services, other than such services referred to in subsection 5.8.3(b), the aggregate of the maximum rates, tolls, charges or other amounts payable to Company for a period of 70 Days; and
- (b) for the provision of any gas transportation and related services where Company determines that it must construct New Facilities and Shipper has executed the Financial Assurances Agreement defined in subsection 5.1(b)(iv) of the Capacity Allocation Procedures, the aggregate of all rates, tolls, charges or other amounts payable to Company for a period of seventy (70) Days plus one (1) Month for each remaining year of the term of such service, up to a maximum of twelve (12) Months total.

6. LIABILITIES

6.1 Warranty and Title of Gas

Shipper warrants and represents that it owns or controls and has the right to deliver the gas to be delivered to the Receipt Point and that it has the right, power and authority to enter into a Service Agreement in respect thereof.

6.2 Possession of Gas

charges determined in accordance with subsection 8.2 hereof. Shipper's obligation to pay is not subject to any adjustment or abatement under any circumstances [except as specifically provided for in section 9 hereof](#), and such obligation shall be billed by Company to Shipper in accordance with section 5 of the General Terms and Conditions of this Gas Transportation Tariff.

8.2 Monthly Demand Charge

Shipper's monthly demand charge for a Billing Month shall be the product of:

- (a) Shipper's Maximum Daily Receipt Quantity as indicated on Schedule A to Shipper's Service Agreement, Firm Service for such billing month;
- (b) the distance in kilometers each such quantity is to be transported through the Zone; and
- (c) the T-1 Rate for the Zone.

8.3 Accounting

Company shall maintain books of account in accordance with the requirements of the National Energy Board and, to the extent not inconsistent with such requirements, in accordance with generally accepted accounting principles in Canada.

9. FAILURE TO ACCEPT GAS

9.1 General

[If Company shall, in any billing month, fail for any reason to take receipt from any Shipper of the whole or any portion of the quantity of gas nominated by such Shipper to Company in accordance with such Shipper's Service Agreement, Firm Service, such Shipper's obligation to pay Company pursuant to section 8 of Rate Schedule T-1, Firm Service shall be subject only to the adjustments expressly provided in this section 9.](#)

9.19.2 Receipt Deficiency

If, in any day in any month, Company is unable to receive from Shipper, any portion of the gas nominated by Shipper to Company, for such day, pursuant to Article 1.1 of Shipper's Service Agreement, Firm Service, such portion shall be Shipper's "Receipt Deficiency" for such day.

Receipt Deficiencies arising in a billing month shall be discharged to the extent of gas received by Company from Shipper pursuant to Article 1.2 of Shipper's Service Agreement, Firm Service on any day during such billing month whether before or after the day on which any such deficiency arose. To the extent not so discharged, Receipt Deficiencies shall be discharged only by the receipt of Make-Up Gas in subsequent billing months.

9.29.3 Make-Up Gas

"Make-Up Gas" is Receipt Deficiencies which may be made up in the following month(s). If, in any billing month, the quantity of gas received by Company from Shipper pursuant to Article 1.2 of Shipper's Service Agreement, Firm Service exceeds the aggregate of Shipper's Receipt Deficiencies arising in that billing month, the excess shall be Make-Up Gas to the extent of undischarged Shipper's Receipt Deficiencies arising in prior billing months.

Service in respect of gas received pursuant to Article 1.2 of Shipper's Service Agreement, Firm Service and applied to the discharge of Receipt Deficiencies shall be deemed to have been provided under this subsection 9.2.

9.39.4 Overrun Gas

If, in any billing month in Zones 6, 7 or 8, the quantity of gas received by Company from Shipper pursuant to Article 1.2 of Shipper's Service Agreement, Firm Service exceeds the quantity of Make-Up Gas such balance shall be overrun gas and shall be governed by Rate Schedule OT-1, Overrun Service.

9.49.5 Allocation of Service

If Company is on any day required to allocate service pursuant to Article 1.2 of the Service Agreements, Firm Service of two or more Shippers, Company shall give priority in such allocation to quantities of gas desired to be tendered in respect to Receipt Deficiencies to the extent, in the case of each such Shipper, of its undischarged Receipt Deficiencies on such day.

9.6 Billing Adjustment

Each billing month Company shall, if applicable, provide a credit to Shipper (“Billing Abatement”) in accordance with subsection 9.6.1 herein or require a payment from Shipper (“Make-Up Gas Transportation Payment”) in accordance with subsection 9.6.2 herein.

9.6.1 If, in any billing month the quantity of gas received by Company from Shipper is less than 90% of the sum for such month of all quantities of gas nominated by Shipper to Company at all Receipt Points pursuant to Article 1.1 of Shipper’s Service Agreement, Firm Service, Shipper shall be entitled to a Billing Abatement in respect of such billing month which shall be determined as follows:

$$\text{BA} = \text{RD} \times \text{CR}$$

Where:

BA is Shipper’s Billing Abatement in dollars for such billing month.

RD is the difference between the sum of all quantities of gas nominated by Shipper to Company in such billing month at all Receipt Points and the total quantity of gas actually taken receipt of by Company from Shipper during such billing month.

CR is \$0.50 per 10³m³.

9.6.2 If, in any billing month, the quantity of gas received by Company from Shipper is

less than the quantity of gas nominated by Shipper to Company in such billing month pursuant to Article 1 of Shipper's Service Agreement, Firm Service, and such deficiency is less than 10% of the gas so nominated, Make-Up Gas received in any subsequent billing month by Company from Shipper shall, to the extent of the quantity of such deficiency ("No Billing Abatement Gas") not be subject to any payment pursuant to this subsection 9.6, and, for such purposes, No Billing Abatement Gas shall be deemed to be received by Company from Shipper before other Make-Up Gas.

To the extent that Make-Up Gas received by Company from Shipper in any billing month relates to gas for which Shipper has received a Billing Abatement ("Billing Abatement Gas"), Shipper shall be obligated to pay to Company for transportation of such Billing Abatement Gas, an amount to be determined as follows:

$$\text{BAGTP} = \text{BAG} \times \text{CR}$$

Where:

BAGTP is Shipper's Billing Abatement Gas Transportation Payment in dollars for such billing month.

BAG is the quantity of Shipper's Billing Abatement Gas transported in such billing month.

CR is \$0.50 per 10³m³.

Each amount determined pursuant to the foregoing subsections 9.6.1 and 9.6.2 shall be reflected in an invoice to Shipper as provided in section 5 of the General Terms and Conditions of this Gas Transportation Tariff.

9.59.7 Exception

Subsections 9.42 through 9.46 hereof shall not apply to any failure of Company to take receipt from Shipper of any gas nominated by Shipper pursuant to Shipper's Service Agreement, Firm Service if such failure is caused or contributed to by the failure of Shipper to, or to be able to, deliver or take delivery from Company of such gas, or by any other action of Shipper or Persons acting on its behalf which causes or contributes to such a failure by Company.

10. RENEWAL RIGHTS**10.1 Availability**

Shippers to whom renewal rights are available, shall have the option ("Renewal Option") of extending the existing term of the Service Agreement, Firm Service with respect to all or, if Company agrees, a portion of Shipper's firm capacity rights beyond the primary term specified in the Service Agreement, Firm Service provided that:

- (a) Shipper has at any time in the past executed a Service Agreement, Firm Service containing a term of at least five consecutive years; such Service Agreement, Firm Service or any extensions or amendments thereto or any amended Service Agreement, Firm Service executed in replacement or in substitution therefore, has not terminated prior to the exercise of the renewal rights granted herein;
- (b) Shipper is not in default with respect to any of its obligations under its Service Agreement(s), Firm Service;
- (c) If requested by Company, Shipper has provided ~~f~~Financial ~~a~~Assurances in accordance with subsection 5.8.1(a) of the General Terms and Conditions of this Gas Transportation Tariff ~~and meets the Company's creditworthiness standards;~~ and
- (d) Shipper provides Company, at the time the notice referred to in subsection 10.2.1