

**Many Islands Pipe Lines (Canada) Limited**  
**MIPL(C)L**

---

**GENERAL TERMS AND CONDITIONS**

	..... .....Page
Article I General Provisions .....	1
Article II Delivery Pressures.....	3
Article III Quantity of Gas .....	3
Article IV Quality of Gas .....	4
Article V Measurement of Gas .....	7
Article VI Standards of Measurement and Tests.....	8
Article VII Liability and Indemnity.....	11
Article VIII Incorporation in Toll Schedules and Transportation Service Contracts ...	13
Article IX Unaccounted For Gas, Fuel Gas and Lost Gas .....	13
Article X Financial Assurances.....	13
Article XI Billings and Payments.....	14
Article XII Force Majeure .....	16
Article XIII Termination Upon Default .....	19
Article XIV Impaired Receipts or Deliveries.....	20
Article XV Queue For Service.....	22
Article XVI Electronic Business.....	23
Article XVII Miscellaneous Provisions.....	24
Article XVIII Service Categories.....	26

- **The terms used herein shall have the meanings as ascribed to in the corresponding terms set out in the Definitions. \***

**ARTICLE I - GENERAL PROVISIONS**

- 1.1 A MIPL(C)L Service Agreement is solely for transportation Service and Shipper shall not acquire any title or interest in the Gas Transmission System of MIPL(C)L and MIPL(C)L shall not acquire any title or interest in the Gas being transported thereunder.
- 1.2 MIPL(C)L does not dedicate the Gas Transmission System or any segment thereof to transport Gas for Shipper hereunder, and accordingly the routing and facilities used in the transportation of Gas for Shipper shall be at MIPL(C)L's sole discretion.
- 1.3 Shipper acknowledges that Gas transported in the Gas Transmission System may be commingled with or exchanged for Gas owned by Persons other than Shipper. MIPL(C)L shall not be required to deliver at the Point of Delivery Gas with the same gross Heating Value or containing the same constituent parts as Gas delivered at the Point of Receipt. However MIPL(C)L shall deliver Gas which shall meet the Gas quality requirements as set forth in Paragraph 4.1 of these General Terms and Conditions.
- 1.4 Shipper represents that all Gas delivered to MIPL(C)L by Shipper will be owned by Shipper at the time such Gas is delivered free and clear of encumbrances, claims and liens of other parties. If there are any such encumbrances, claims and liens, Shipper is nevertheless authorized or has the right to make such delivery notwithstanding such encumbrances, claims, liens or any of them; provided such encumbrances, claims or liens do not in any way adversely affect MIPL(C)L. Shipper covenants and agrees to indemnify and save harmless MIPL(C)L from any such encumbrances, claims or liens.
- 1.5 MIPL(C)L and Shipper mutually undertake to operate and maintain their respective pipeline systems and equipment in such a manner as not to interfere with the system or equipment owned by the other party and in particular each party undertakes and agrees to consult with the other before commencing construction or operation of any new equipment or facilities which such party reasonably expects might interfere with or affect the operation of the other party's pipeline system or equipment and to make modifications to the design or construction of any such equipment or facilities as reasonably may be requested of it to minimize any interference with such party's pipeline system or equipment.

- 1.6 Shipper represents that all necessary governmental authorizations, permits and permissions have been obtained or will be obtained prior to the Date of Initial Delivery hereunder for the gathering, compression and processing of Gas and the transmission thereof to, into and from the Gas Transmission System and for the eventual delivery to its markets.
- 1.7 All Gas delivered to MIPL(C)L by Shipper for transportation shall be under the exclusive control of MIPL(C)L from the time such Gas is accepted by MIPL(C)L at the Point of Receipt until such Gas is redelivered to Shipper at the Point of Delivery.
- 1.8 Shipper covenants and agrees to install or have installed the necessary monitoring, scrubbing, shutdown equipment and to implement operating procedures to ensure that all objectionable matter as set out in Paragraph 4.1(b) of the General Terms and Conditions herein has been removed prior to delivery of Gas into the Gas Transmission System.
- 1.9 Where Shipper refers to more than one party, all parties represented by the term Shipper shall appoint an agent referred to herein as "Agent for Shipper" to act on behalf of all parties. The Agent for Shipper so appointed shall be authorized to deal directly with MIPL(C)L on all matters pertaining to these General Terms and Conditions.
- 1.10 In the event that Shipper refers to only one party, Shipper may appoint an Agent for Shipper for all purposes with respect to the MIPL(C)L Service Agreement. Where an Agent for Shipper has been appointed, MIPL(C)L shall have full and sufficient authority to deal with the Agent with respect to all matters relating to the MIPL(C)L Service Agreement in the same manner as if dealing with Shipper, and Shipper will indemnify and save harmless MIPL(C)L from any losses, demands, claims, costs or expenses that it may incur or that may arise due to MIPL(C)L's reliance on the Agent's authority. The Agent for Shippers shall remain in effect until written notice to the contrary is received by MIPL(C)L from the Shipper. Nothing contained in this section shall release Shipper from any of its obligations, agreements, covenants, representations, or warranties contained in the MIPL(C)L Service Agreement.

The terms Shipper and Agent for Shipper shall be synonymous.

**1.11 Alternate Receipt and Delivery Point Locations**

MIPL(C)L may authorize Shipper to deliver Gas to MIPL(C)L at an alternate Point of Receipt on the pipeline where Service is provided under the MIPL(C)L Service Agreement or to have Shipper take receipt of Gas at an alternate Point of Delivery on the pipeline where Service is provided under the MIPL(C)L Service Agreement.

**ARTICLE II - DELIVERY PRESSURES**

- 2.1 Shipper agrees to deliver the Gas, or cause the Gas to be delivered, to MIPL(C)L at the Point of Receipt at such pressures as MIPL(C)L requires from time to time at the Point of Receipt up to the maximum pressure at the Point of Receipt as specified in Part I of of a MIPL(C)L Schedule of Service. MIPL(C)L reserves the right to change the maximum pressure at the Point of Receipt upon six (6) months written notice to Shipper.
- 2.2 MIPL(C)L agrees to deliver the Gas, or cause the Gas to be delivered, to Shipper at the Point of Delivery at pressures as follows:
- (a) at an interconnecting pipeline; at pressures as required by the interconnecting pipeline, subject to the maximum pressure limit as set out on the respective Schedule of Service;

MIPL(C)L reserves the right to change the maximum and/or minimum pressure at the Point of Delivery upon six (6) months written notice to Shipper.

- (b) at an consumer's facilities; at gauge pressures within the limits as set out on the respective Schedule of Service;

**ARTICLE III - QUANTITY OF GAS**

- 3.1 Subject to the other provisions of these General Terms and Conditions, MIPL(C)L agrees to receive from Shipper each Day at the Point of Receipt the quantity of Gas which Shipper tenders for transportation on such Day up to the Point of Receipt Contract Demand and MIPL(C)L agrees to tender for delivery to Shipper and Shipper shall take on such Day at the Point of Delivery, the same said quantity of Gas, less Shipper's share of MIPL(C)L's Unaccounted For Gas and Fuel Gas as determined in accordance with Article IX hereof, up to the Point of Delivery Contract Demand.
- 3.2 Customer agrees to place a Nomination with Gas Control, specifying in GJ's, the amount of Gas to be made available at the Point of Receipt and at the Point of Delivery in compliance with the Nomination Procedure, as set out within this Tariff. In the event that Customer is required during a Month to deliver at the Point of Receipt an amount that is different from the amount of Gas to be delivered at the Point of Delivery, Customer shall give notice to Gas Control, at the time of Nomination, of the amount to be delivered on any such Day and the purpose of such difference, including the purposes of Energy Balancing or making up Impaired Receipts or Deliveries.

- 3.3 Shipper and MIPL(C)L agree to deliver and receive Gas at hourly rates of flow as nearly constant as possible. Departures from scheduled daily deliveries due to the inability of Shipper or MIPL(C)L to maintain precise control shall be kept to a minimum permitted by operating conditions. Notwithstanding the foregoing, the maximum hourly rate of flow at the Point of Receipt shall not be greater than one hundred and twenty percent (120%) of the hourly equivalent of the Contract Demand at the Point of Receipt and at the Point of Delivery.
- 3.4 Shipper agrees to ensure that at all times that Gas is delivered hereunder, that an Energy Balance will exist between the following:
- (a) the Energy received by MIPL(C)L at Point of Receipt, less any Unaccounted For Gas and Fuel Gas, if applicable; and
  - (b) the Energy delivered by MIPL(C)L at the Point of Delivery.

Amounts of Gas delivered, and approved by Gas Control, for the purposes of Energy Balancing or making up Impaired Receipts or Deliveries are not included in determining the Energy Balance.

- 3.5 In the event that Customer on any Day or number of Days desires to deliver an amount of Gas at a Point of Receipt which is in excess of the Contract Demand, other than those amounts delivered for the purposes of Energy Balances or making up Impaired Receipts and Deliveries, Customer shall make application in writing to MIPL(C)L for an Authorized Overrun Capacity.
- 3.6 In the event a Daily Energy Imbalance exists at any time, MIPL(C)L may take any action whatsoever to correct the Daily Energy Imbalance, including, without limitation, restricting the flow of Gas at either the Point of Receipt or the Point of Delivery; provided however, that MIPL(C)L agrees not to take any such action if the Daily Energy Imbalance has been corrected.

#### **ARTICLE IV - QUALITY OF GAS**

- 4.1 The Gas delivered at the Point of Receipt hereunder shall at all times comply with the following quality requirements:
- (a) Heating Value: The Gas delivered hereunder shall have a Heating Value not greater than thirty-nine and no hundredths (39.00) MJ's per Cubic Meter nor less than thirty-six and no hundredths (36.00) MJ's per Cubic Meter. However, on a non-precedent setting basis, and at the option of MIPL(C)L,

Gas of a higher or lower Heating Value may be delivered under specific conditions previously approved in writing by MIPL(C)L.

- (b) Freedom from Objectionable Matter: The Gas to be delivered by Shipper hereunder:
- (i) Shall be commercially free from sand, dust, gums, liquids, oils, impurities and other objectionable substances which may become separated from the Gas and interfere with its transmission through pipelines or which may interfere with the commercial utilization of the Gas, and shall not have a hydrocarbon dewpoint in excess of minus ten (-10) degrees Celsius at a pressure of fifty-five hundred (5,500) kilopascals absolute.
  - (ii) Shall be commercially free from hydrogen sulphide, that is shall not contain more than six (6) milligrams of hydrogen sulphide per one (1) Cubic Metre of Gas.
  - (iii) Shall not contain more than twenty-three (23) milligrams of total sulphur per one (1) Cubic Metre of Gas.
  - (iv) Shall not contain more than six (6) milligrams of mercaptan sulphur per one (1) Cubic Metre of Gas, subject only to the provisions of clause 10.19 of Canadian Standards Association (CSAZ 184-M92 as amended), regarding odourization of Gas, where applicable.
  - (v) Shall not contain more than fifteen (15) millilitres of nitric oxide per one (1) Cubic Metre of Gas.
  - (vi) Shall not contain more than fifteen (15) millilitres of total oxides of nitrogen per one (1) Cubic Metre of Gas.
  - (vii) Shall not contain more than two percent (2%) by volume of carbon dioxide.
  - (viii) Shall be as free of oxygen as Shipper can keep it through the exercise of all reasonable precautions and shall not in any event contain more than four-tenths of one percent (0.4%) by volume of oxygen.
  - (ix) Shall have been dehydrated, if necessary, by Shipper for removal of water present therein in a vapour state, and in no event contain more than sixty-five (65) milligrams of water vapour per one (1) Cubic Metre of Gas, when measured at a pressure of one hundred and one

and three hundred and twenty-five thousandths (101.325) kilopascals absolute and a temperature of fifteen degrees (15<sup>0</sup>) Celsius.

- (x) Shall not exceed a temperature of fifty degrees (50<sup>0</sup>) Celsius at the Point of Receipt hereunder.
- 4.2 MIPL(C)L, at its expense, may make tests of the Gas being delivered hereunder to determine whether the Gas complies with the quality requirements as set forth in Paragraph 4.1. MIPL(C)L shall have the right, by notice, to require Shipper to remedy any deficiency, within the time specified by MIPL(C)L, in the quality of the Gas and, in the event such deficiency is not remedied, the right to require Shipper to discontinue deliveries hereunder until such deficiency is remedied. During the period of such discontinuance, Shipper shall continue to pay any Demand Charges under the applicable toll.
- 4.3 The provisions of these General Terms and Conditions with regard to this Article IV and the specifications contained in Paragraph 4.1 shall apply, mutatis mutandis, to Gas that is delivered hereunder at the Point of Receipt in a common stream with Gas of other Shippers ("Common Stream Gas") and to the extent that the Common Stream Gas meets the specifications of this Paragraph 4.1, then Shipper shall be deemed to have complied with its obligations under this Article IV and to the extent that the Common Stream Gas fails to meet such specifications, Shipper shall be deemed to have failed to comply with the obligations under this Article IV.
- 4.4 All Gas delivered by MIPL(C)L to Shipper at the Point of Delivery shall have the Heating Value and quality that results from the Gas having been commingled in the Gas Transmission System.
- 4.5 Notwithstanding the provisions of Paragraphs 4.1, 4.2, 4.3 and 4.4, if the Gas quality specifications required at the Point of Delivery differ from those set forth in Paragraphs 4.1, 4.2 and 4.3 of this Article IV, then MIPL(C)L reserves the right to require Shipper to deliver Gas with Gas quality specification identical to those required at the Point of Delivery.

#### **ARTICLE V - MEASUREMENT OF GAS**

The measurements and tests of the Gas delivered hereunder shall be governed by the following:

- 5.1 All measuring and testing equipment, devices and materials required herein shall be of standard manufacture and type, and with all related equipment, appliances and buildings shall be installed, maintained and operated, or furnished by MIPL(C)L at

- MIPL(C)L's expense. Shipper may install and operate check measuring and testing equipment which shall not interfere with the use of MIPL(C)L's equipment.
- 5.2 The accuracy of MIPL(C)L's measuring and testing equipment shall be verified in accordance with common industry standards and at other times upon request of MIPL(C)L or Shipper. Such request is not to be made more often than once per Month. Notice of the time and nature of each test to be conducted at the point of measurement shall be given by MIPL(C)L to Shipper sufficiently in advance to permit Shipper's representative to be present. Tests and adjustments shall be made in the presence of and observed by representatives of both MIPL(C)L and Shipper, if present. If, after notice, Shipper fails to have a representative present, the results of the tests and adjustments shall be considered to be accurate until the next tests and adjustments have been made. All tests of such measuring and testing equipment shall be made at MIPL(C)L's expense, except that Shipper shall bear the expense of tests made at its request if the inaccuracy in the measurement of the volume or Heating Value of the Gas is less than the amount specified in Paragraph 5.3 hereof.
- 5.3 If at any time any of the measuring or testing equipment is found to be out of service or registering inaccurately, it shall be adjusted at once to read as accurately as possible. The volume or Heating Value of the Gas desired to be measured or tested during the period in which such equipment was registering inaccurately or was out of service shall be estimated by:
- (a) using the data recorded by any check measuring equipment installed and accurately registering, or
  - (b) if such check measuring equipment is not installed or is not registering accurately, by correcting the error by calibration tests or mathematical calculations, or
  - (c) if the methods provided in Subsections (a) and (b) cannot be used, by estimations based upon deliveries under similar conditions during the period in which the equipment was registering accurately.

If the period in which such equipment was registering inaccurately or was out of Service is not known or agreed upon it shall be deemed to have been registering inaccurately or out of Service for a period of one-half (1/2) of the elapsed time since the last test.

If it is determined in accordance with the foregoing that during such period:

- (i) the volume measurement at the average hourly rate of flow is in error in an amount exceeding two percent (2%), or

- (ii) the Heating Value measurement is in error in an amount exceeding one-half of one percent (1/2 of 1%),

then the previous readings of the measurement equipment or the recording calorimeter, as the case may be, shall be corrected to zero (0) error in the manner set forth above and all records and billings for such a period recalculated according to zero (0) error. No corrections in the records or billings shall be made for errors less than the limits specified above.

- 5.4 MIPL(C)L and Shipper shall have the right to inspect equipment installed or furnished by the other, and the charts and other measurement or testing data of the other at all times during business hours; but the reading, calibration and adjustment of such equipment and changing of charts shall be done only by the party installing and furnishing the same. Unless the parties otherwise agree each party shall preserve all original test data, charts and other similar records in such party's possession for a period of at least six (6) years.
- 5.5 In the case where the Gas hereunder is commingled with other Gas prior to delivery at the Point of Receipt, Shipper will be responsible for all common stream arrangements. Shipper shall provide such assurances and other information as MIPL(C)L may reasonably require to confirm that Shipper has made such arrangements, indicating the party which is to provide an accounting of the Gas in common stream. Service under these General Terms and Conditions is contingent on Shipper's compliance with the provisions of this Paragraph prior to the Date of Initial Delivery hereunder.

#### **ARTICLE VI - STANDARDS OF MEASUREMENT AND TESTS**

The standards of measurement and tests for the Gas delivered hereunder shall be governed by the following:

- 6.1 The unit of volume for purposes of measurement shall be one (1) Cubic Meter and will be converted to energy using the Actual Heating Value.
- 6.2 Amounts of Gas for billing purposes shall be determined to the nearest GJ.
- 6.3 All instruments and apparatus used for determining volume, pressure, temperature, relative density and total Heating Value shall be of a type approved for their intended use under the provisions of the *Electricity and Gas Inspection Act* being Statutes of Canada A80-81-82-83, Chapter 87, or as amended, where such approvals are required. All measurements, calculations and procedures used in determining the volume hereunder, except for the correction for deviation from Boyle's Law, shall be

- made in accordance with the Electricity and Gas Inspection Act (Supra) and all applicable regulations issued pursuant thereto. The correction for the deviation from Boyle's Law shall be determined from data contained in "PAR Research Project NX-19" as published by the American Gas Association in 1962, or any subsequent revisions thereof acceptable to MIPL(C)L and Shipper.
- 6.4 Except as hereinbefore set forth, in the event of any conflict between these General Terms and Conditions and the Electricity and Gas Inspection Act (Supra), related to the measurement and testing of Gas, the provisions of the Electricity and Gas Inspection Act (Supra), as it is in force and effect from time to time, shall prevail.
- 6.5 The Gas shall be metered by orifice, displacement, or other types of meter generally accepted in the industry.
- 6.6 The relative density of the Gas delivered hereunder shall be determined at MIPL(C)L's option, either:
- (a) by a recording Gas gravitometer installed, operated and maintained by MIPL(C)L in which case the arithmetic average of readings recorded each Day shall be deemed to be the relative density of, and shall be used in computing the volume of, Gas delivered during such Day, or
  - (b) by tests conducted by MIPL(C)L on samples of such Gas. The Gas samples to be tested may be either spot samples or continuous samples, but shall be taken in such a manner and at such times to ensure that the samples taken and tested are representative of the Gas delivered hereunder. Tests shall be concurrent with the measurement of the Gas delivered or if only one such test be made during a particular Month, the figure resulting from such test shall have effect upon the first Day of the Month next succeeding the Month in which such test was made, or if more than one such test be made during a particular Month, the results of such tests shall be averaged to the nearest five one-thousandth (.005) and the resulting figure shall likewise have effect upon the first Day of the Month next succeeding the Month in which such tests were made, PROVIDED that the figure resulting from the first test or tests made during the first Month shall also have effect during the first Month. Upon a figure having effect, the same shall remain in force and effect until the Effective Date of the next succeeding figure and each figure, during the period in which it has effect, shall be deemed to be the relative density of all Gas delivered during such period.
- 6.7 The flowing temperature and pressure of the Gas shall be determined by means of a recording temperature and pressure recorder of standard manufacture and type. The recorders shall be installed and maintained by MIPL(C)L. The arithmetical average

- of readings recorded each Day shall be deemed to be the temperature and pressure of the Gas and shall be used in computing the volumes of Gas delivered during such Day.
- 6.8 The Actual Heating Value of the Gas delivered hereunder shall be established at MIPL(C)L's option, either:
- (a) by the use of a standard recording calorimeter installed, operated and maintained by MIPL(C)L, in which case the Heating Value of the Gas delivered each Month shall be determined by weighting volumetrically the daily Heating Value, or
  - (b) by tests of samples of such Gas conducted by MIPL(C)L. The Gas samples to be tested may be either spot samples or continuous samples but shall be taken in such a manner and at such times to ensure that the samples taken and tested are representative of the Gas delivered hereunder. Samples shall be concurrent with measurement of the Gas delivered or if only one such test is made during a particular Month, the Heating Value established by such test shall have effect upon the first Day of the Month next succeeding the Month in which such test was made or if more than one such test was made during a particular Month, the results of such tests shall be averaged to the nearest one-one hundredth (.01) MJ per Cubic Metre and the resulting figure shall likewise have effect upon the first Day of the Month next succeeding the Month in which such tests were made; PROVIDED that the Heating Value established by the test or tests made during the first Month shall also have effect during the first Month. Upon a figure having effect, the same shall remain in force and effect until the Effective Date of the next succeeding figure, and each figure, during the period in which it has effect, shall be deemed to be the Heating Value of all Gas delivered during such period.
- 6.9 If there are any compression facilities upstream from the Point of Receipt, Shipper shall cause to be provided sufficient pulsation dampening equipment to ensure that the compression facilities do not interfere with the operation of MIPL(C)L's facilities.
- 6.10 MIPL(C)L, at its sole discretion, may use the measurement or testing equipment of an upstream or downstream pipeline, providing it meets industry standards.
- (a) MIPL(C)L and Shipper hereby agree that in the absence of manifest error and notwithstanding anything contained elsewhere in these General Terms and Conditions, if the Point of Delivery is a TCPL interconnection, TCPL's, not MIPL(C)L's or TransGas', measuring and testing equipment shall be used to determine the quantity and Heating Value of Gas delivered at the Point of

Delivery under these General Terms and Conditions and TCPL's measuring and testing of Gas procedures shall apply.

- (b) Shipper acknowledges that MIPL(C)L shall have the option to install check measuring equipment at the Point of Delivery which shall be used to determine quantity and quality only where the TCPL equipment is found to be malfunctioning.

#### **ARTICLE VII – LIABILITY AND INDEMNITY**

- 7.1 Subject to the other provisions contained in this Tariff, Shipper shall be liable to MIPL(C)L for all claims, damages, expenses, liabilities and losses whatsoever which MIPL(C)L may bear, sustain, pay, incur, or suffer as a result of or in connection with any act, omission or default on the part of Shipper with respect to any of its obligations assumed under the provisions of this Tariff.
- 7.2 Shipper shall indemnify and save harmless MIPL(C)L of and from all manner of actions, causes of action, proceedings, claims, demands, losses, costs, damages and expenses whatsoever which may be brought or made against MIPL(C)L or which MIPL(C)L may sustain, pay or incur as a result of or in connection with any act, omission or default on the part of Shipper with respect to any of its obligations assumed under the provisions of this Tariff, or as a result of the negligence of Shipper, its employees, agents or contractors. In the event any such manner of action, cause of action, proceeding, claim, demand, loss, cost, damage or expense is caused by the concurrent default or negligence of MIPL(C)L or by the failure of MIPL(C)L to perform and observe its obligations under the provisions of this Tariff, Shipper shall be relieved of its obligations to indemnify MIPL(C)L to the extent such manner of action, cause of action, proceeding, claim, demand, loss, cost, damage, or expense was caused by such concurrent default, negligence, or failure to perform.
- 7.3 Subject to the other provisions contained in this Tariff, MIPL(C)L shall be liable to Shipper for all claims, damages, expenses, liabilities and losses whatsoever which Shipper may bear, sustain, pay, incur or suffer as a result of or in connection with any act, omission or default on the part of MIPL(C)L with respect to any of its obligations assumed under the provisions of this Tariff.
- 7.4 MIPL(C)L shall indemnify and save harmless Shipper of and from all manner of actions, causes of action, proceedings, claims, demands, losses, costs, damages and expenses whatsoever which may be brought or made against Shipper or which Shipper may sustain, pay or incur as a result of or in connection with any act, omission or default on the part of MIPL(C)L with respect to any of its obligations assumed under the provisions of this Tariff, or as a result of the negligence of

- MIPL(C)L, its employees, agents or contractors. In the event any such manner of action, cause of action, proceeding, claim, demand, loss, cost, damage or expense is caused by the concurrent default or negligence of Shipper or by the failure of Shipper to perform and observe its obligations under the provisions of this Tariff, MIPL(C)L shall be relieved of its obligations to indemnify Shipper to the extent such matter of action, cause of action, proceeding, claim, demand, loss, cost, damage or expense was caused by such concurrent default, negligence or failure to perform.
- 7.5 Notwithstanding the provisions of Paragraphs 7.1 and 7.2 or any other provision of this Tariff, in no event shall Shipper be liable to MIPL(C)L for claims by MIPL(C)L's other customers for loss of anticipated profits or revenues, loss by reason of plant or other facility shutdown or for any special or consequential loss or damage of any nature, whether similar or dissimilar to those enumerated above, arising at any time or from any cause whatsoever.
- 7.6 Notwithstanding the provisions of Paragraphs 7.3 and 7.4 or any other provision of the MIPL(C)L Service Agreement, in no event shall MIPL(C)L be liable to Shipper for loss of anticipated profits or revenues, loss by reason of plant or other facility shutdown, cost of purchased or replacement Gas or other alternative forms of fuel, claims of Customer's customers or for any special or consequential loss or damage of any nature, whether similar or dissimilar to those enumerated above, arising at any time or from any cause whatsoever.

**ARTICLE VIII - INCORPORATION IN TOLL SCHEDULES AND  
TRANSPORTATION SERVICE CONTRACTS**

- 8.1 These General Terms and Conditions are incorporated in and are a part of all of MIPL(C)L's Service Specifications, MIPL(C)L Service Agreements, and Schedules of Service.
- 8.2 These General Terms and Conditions are subject to the provisions of the *National Energy Board Act* or any other legislation passed in amendment thereto or substitution therefor.

**ARTICLE IX – UNACCOUNTED FOR GAS, FUEL GAS AND LOST GAS**

- 9.1 MIPL(C)L shall not be liable to Shipper for Shipper's Gas lost due to a Force Majeure event, but shall maintain and provide to Shipper a record of Shipper's proportionate share of any such loss and co-operate with all reasonable requests of Shipper's insurers or their agents during the course of the investigation of any claim arising from any such loss.

- 9.2 For the purpose of Paragraph 9.1 "Shipper's proportionate share" shall be that percentage of Lost Gas which is equal to the percentage of Shipper's Gas in the Gas Transmission System used by MIPL(C)L in the receipt, transportation, measurement testing and delivery of Gas hereunder at the time of the Force Majeure event so far as that percentage can reasonably be determined.
- 9.3 In any period where it is determined that a Unaccounted For Gas has occurred through non-Force Majeure events, MIPL(C)L shall allocate the Unaccounted For Gas to the Shipper(s) in proportion to their total amount of Gas transported on the Gas Transmission System during the period of time over which the Unaccounted For Gas occurred.
- 9.4 In any period where it is determined that Fuel Gas is required, MIPL(C)L shall allocate the Fuel Gas requirement to the Shipper(s) in proportion to their total amount of Gas transported on the Gas Transmission System during the period of time over which the Fuel Gas requirement occurred.

**ARTICLE X - FINANCIAL ASSURANCES**

- 10.1 Prior to commencement, and at any time during the term of service, MIPL(C)L may request, and Shipper shall provide if MIPL(C)L so requests, security for the payment of the charges to be paid by Shipper to MIPL(C)L for Service on MIPL(C)L's Gas transmission system. Such security shall be limited to the following:
- (a) for any Firm Service, an irrevocable letter of credit issued by a financial institution acceptable to MIPL(C)L or such other equivalent financial guarantees in an amount up to six (6) Months of Demand Charges plus up to six (6) Months of Commodity Charges based on the full Contract Demand, which shall remain in effect for no less than seventy (70) Days beyond the termination of the Service; provided that, if payment in full for the Service has been received by MIPL(C)L, MIPL(C)L shall, return or cancel such financial guarantee forthwith; and
  - (b) for any fully Interruptible Service, at the option of Shipper either prepayment of the Commodity Charges for volumes nominated or an irrevocable letter of credit or such other equivalent financial guarantees in an amount to be determined by MIPL(C)L acting reasonably, which shall remain in effect for no less than seventy (70) Days beyond the termination of the Service or of the period for which volumes are nominated, as the case may be; provided that, if payment in full for the Service has been received by MIPL(C)L, MIPL(C)L shall return or cancel such financial guarantee forthwith.

**ARTICLE XI - BILLINGS AND PAYMENTS**

- 11.1 MIPL(C)L shall endeavour to provide to Shipper on or before the twentieth (20th) Day of each Month a statement setting forth for the Point of Receipt and the Point of Delivery with respect to Gas transported for Shipper during the preceding Month:
- (a) commencing on the Effective Date, the amount payable by Shipper for volumes of Gas actually delivered to the Point of Delivery; and
  - (b) the volume, Heating Value and total Energy of the Gas at the Point of Receipt and the Point of Delivery.
- 11.2 Shipper may also be required to pay to MIPL(C)L a Monthly charge for delivery pressure provided that deliveries hereunder are made to a Delivery Point at which a charge for delivery pressure has been approved by the NEB.
- 11.3 If the Gas delivered at the Point of Receipt is commingled with other Gas at or before the point of MIPL(C)L's measurement, Shipper shall arrange to inform MIPL(C)L within seven (7) Days after receiving the information the total quantity of Shipper's Gas delivered hereunder during the preceding Month.
- 11.4 Shipper agrees to pay MIPL(C)L on or before fifteen (15) Days following receipt of statement the total amount payable by Shipper as set forth in the statement. Each such payment shall be made in Canadian funds by cheque drawn in MIPL(C)L's favour and delivered to MIPL(C)L at its office in Regina, Saskatchewan.
- 11.5 Any statement given by mail shall be deemed to have been received by the Shipper on the fourth (4) Day following issuance. In the event that such invoice is delivered personally to the Shipper or by fax (telecopier), such invoice shall be deemed to have been given to and received by Shipper immediately upon delivery thereof.
- 11.6 MIPL(C)L shall have the right to charge interest on the unpaid portion of any statement from the date payment is due until the date payment is actually made, at the rate of interest which is four percent (4%) per annum above the Prime Rate which is in effect during the period from the date when such payment is due until the date same is paid.
- 11.7 In the event that Shipper disputes any part of any statement, Shipper shall nevertheless pay to MIPL(C)L the full amount of the statement when payment is due. Unless objected to by either party within twelve (12) Months after the receipt by Shipper of the said statement, the said statement shall be conclusively presumed to be correct. In the event either party takes objection to the said statement within the said twelve (12) Month period any adjustment required as a result of the settlement of the

- matter or matters giving rise to such objection shall be made in the Month next following the Month in which such settlement shall be made. In the event that it is finally determined that said statement was incorrect and an overpayment has been made, Shipper shall be entitled to interest on the amount of any such overpayment at the rate of interest which is equal to two percent (2%) per annum above the Prime Rate which is in effect during the period from the date of such overpayment until the date MIPL(C)L makes reimbursement of such overpayment to Shipper.
- 11.8 In the event Shipper fails to pay the full amount of any statement within thirty (30) Days after payment is due, MIPL(C)L, in addition to any other remedy it may have, may suspend the receipt and delivery of Gas until full payment is made. Such suspension shall not abrogate, terminate or otherwise affect Shipper's obligations to MIPL(C)L.
- 11.9 Each party shall have the right to inspect and examine at all reasonable times the records and charts and all other information as may reasonably be required of the other party pertaining to the delivery and transportation of Gas hereunder.
- 11.10 MIPL(C)L, at its sole discretion, may elect to invoice shippers on a quarterly, semi-annually or yearly basis. Notwithstanding the foregoing, MIPL(C)L shall provide Shipper with Monthly statements, as described above, including an estimate of the Monthly charges.

## **ARTICLE XII - FORCE MAJEURE**

- 12.1 Subject to the other provisions of the Tariff, if either the Customer or MIPL(C)L fails to observe or perform any of the covenants or obligations herein imposed upon it and such failure shall have been occasioned by, or in connection with, or in consequence of Force Majeure, as hereinafter defined, such failure shall be deemed not to be a breach of such covenants or obligations.
- 12.2 For the purposes of this Tariff, the term "Force Majeure" shall mean any cause not reasonably within the control of the Person claiming Force Majeure, which by the exercise of due diligence, such Person is unable to prevent or overcome, including but without limiting the generality of the foregoing:
- (a) lightning, storms, earthquakes, landslides, floods, washouts and other acts of God;
  - (b) fires, explosions, ruptures, breakages or accidents to machines or lines of pipe;
  - (c) freezing of pipelines or wells, hydrate obstructions of pipelines or appurtenances thereto, temporary failure of Gas supply;

- (d) civil disturbances, sabotage, acts of public enemies, wars, blockades, insurrections, vandalism, riots, epidemics;
  - (e) arrests and restraints of governments and people;
  - (f) shortages of necessary labour due to strikes, lockouts or other industrial disturbances;
  - (g) the order of any court, government body or regulatory body;
  - (h) inability to obtain, curtailment of supplies, or disruption or failure of electric power, water, fuel, telecommunications, or other utilities or services;
  - (i) inability to obtain, curtailment of supplies, or disruption or failure of any other materials or equipment;
  - (j) inability to obtain or revocation or amendment of any permit, license, certificate or authorization or any governmental or regulatory body, unless the revocation or amendment of such permit, license, certificate or authorization was caused by the violation of the terms thereof or consented to by the Person holding the same;
  - (k) any claim by any third Person that any covenant or obligation of such third Person is suspended by reason of Force Majeure, including without limiting the generality of the foregoing, any such claim by any transporter of Gas to, from or for Company or Customer; and
  - (l) any other cause, whether herein enumerated or otherwise, not reasonably within the control of the Person claiming Force Majeure, excluding, however, lack of funds or economic cause and which by the exercise of due diligence such Person is unable to prevent or overcome.
- 12.3 Neither Person shall be entitled to the benefit of the provisions of Paragraph 12.2 hereof under any or all of the following circumstances:
- (a) to the extent that the failure is due to a negligent act or omission, breach of contract, violation of law, violation of the terms of a regulatory approval or similar wrongful act or omission on the part of the Person seeking to claim such event as an event of Force Majeure;

- (b) to the extent that the failure was caused by the Person claiming Force Majeure having failed to remedy the condition, and to resume the performance of such covenants or obligations, with reasonable dispatch;
- (c) if the failure was caused by a lack of financial resources or available funds or similar financial predicament, or an event the occurrence or subsistence of which is due to the financial inability of the Person seeking to claim such event as an event of Force Majeure to pay any amount which a prudent and financially sound entity in similar circumstances would reasonably be expected to pay to avoid or discontinue such event;
- (d) unless immediately after the happening of the occurrence relied upon or as soon as possible after determining that the occurrence was in the nature of Force Majeure and would affect the claiming Person's ability to observe or perform any of its covenants or obligations under this Tariff, the Person claiming Force Majeure shall have given to the other Person notice, in accordance with the provisions of Paragraph 12.4, to the effect that such Person is unable by reason of Force Majeure (the nature whereof shall be therein specified) to perform the particular covenants or obligations;
- (e) unless the Person claiming Force Majeure immediately commences and diligently pursues the taking of all such steps as may be reasonable in the circumstances to cause the discontinuance of and to minimize the effect of, the event of Force Majeure, provided that neither Person shall be required by the provisions hereof to settle any strike, lockout or other labour dispute on terms which it would not otherwise be willing to agree to; and
- (f) notify the other Person forthwith upon the occurrence of any significant development in the process of attempting to discontinue and minimize the effect of the event of Force Majeure.

12.4 Where by reason of Force Majeure either Person is wholly or partially prevented from carrying out any of its obligations under the Tariff, including these General Terms and Conditions, the Tariff Rates and Charges Schedules and MIPL(C)L Service Agreements, the Person affected shall immediately give written notice in accordance with the Tariff notice provisions indicating:

- (1) that a circumstance of Force Majeure exists;
- (2) the nature of the said Force Majeure.
- (3) the extent to which the said Force Majeure affects the claiming Person's performance of any of its obligations under this Agreement.

- (4) the estimated probable duration of said Force Majeure.
- 12.5 In the event that notice of Force Majeure is given in accordance with Paragraph 12.4, and the Person receiving such notice agrees to the existence of and extent to which such obligations of the claiming Person are affected by said Force Majeure, the obligations of the Person affected shall be suspended to the extent and for the period of the time that the performance of same is prevented by said Force Majeure, and neither Person shall be liable to the other for any direct or indirect damages, losses, costs or expenses resulting from or consequent upon said Force Majeure or the giving of notice of Force Majeure. Notwithstanding the foregoing, in the case of a Force Majeure claim by the Customer, MIPL(C)L reserves the right to exercise its discretion in agreeing to the existence and extent of the Force Majeure claim. Such discretion will be exercised based upon the efforts of the Customer to prevent the Force Majeure, and to rectify the Force Majeure.
- 12.6 The Person claiming suspension shall likewise give notice forthwith after the Force Majeure condition shall have been remedied, to the effect that the same has been remedied and that such Person has resumed, or is then in a position to resume the performance of such covenants or obligations. Failure to provide prompt written notice of the end of the Force Majeure condition shall result in MIPL(C)L deeming the end of the Force Majeure condition, and such decision shall be final and binding.
- 12.7 Notwithstanding anything to the contrary in this Article 12 expressed or implied, the Persons agree that the settlement of strikes, lockouts and other industrial disturbances shall be entirely within the discretion of the Person involved therein and such Person may make settlement thereof at such time and on such terms and conditions as it may deem to be advisable and no delay in making such settlement shall deprive such Person of the benefits of Article 8 of the MIPL(C)L Service Agreement.
- 12.8 In the event that it is anticipated that the event of Force Majeure will be in effect for a period in excess of three (3) months, MIPL(C)L will, upon receipt of a request from Customer, meet with Customer for the purpose of reviewing the circumstances surrounding the event of Force Majeure.
- 12.9 For the purposes of this Article 12, notices required to be served shall be served on MIPL(C)L at the address listed for MIPL(C)L and for Customer at the addresses stipulated in the MIPL(C)L Service Agreement.

### **ARTICLE XIII - TERMINATION UPON DEFAULT**

- 13.1 If either party should fail to perform any of the covenants or obligations imposed upon it under and by virtue of a MIPL(C)L Service Agreement (the "Defaulting

Party"), then in any such event, the other party (the "Non-Defaulting Party") may at its option terminate the MIPL(C)L Service Agreement by proceeding as follows:

- (a) The Non-Defaulting Party shall cause a notice in writing to be given to the Defaulting Party advising as to the nature of any default and declaring it to be the intention of the Non-Defaulting Party to terminate the MIPL(C)L Service Agreement.
- (b) The Defaulting Party shall have ninety (90) Days after receiving any such notice to remedy the default specified and if, within the said period of ninety (90) Days, the Defaulting Party does remedy any such default to the satisfaction of the Non-Defaulting Party acting reasonably, then the notice given pursuant to Section 13.1(a) shall be deemed to be withdrawn and the MIPL(C)L Service Agreement shall continue in full force and effect.
- (c) In the event that Shipper does not remedy any default of which it has been given notice by MIPL(C)L to the satisfaction of MIPL(C)L within the said ninety (90) Day period, then the MIPL(C)L Service Agreement shall thereafter terminate and the appropriate charges for all Specific Facilities, as well as the present value of all future Demand Charges, which would normally be incurred during the remaining term of the MIPL(C)L Service Agreement, discounted at a rate equal to the Prime Rate on the date of termination plus two (2%) percent per annum shall become due and payable. All other rights and obligations of the parties hereunder shall cease upon termination of the MIPL(C)L Service Agreement; PROVIDED however, any such termination shall not affect any other remedy MIPL(C)L may have at law or in equity.
- (d) In the event that MIPL(C)L does not remedy any default of which it has been given notice by Shipper to the satisfaction of Shipper within the said ninety (90) Day period, then the MIPL(C)L Service Agreement shall thereafter terminate and Shipper shall be relieved of its obligations to continue to pay the Demand Charges. All other rights and obligations of the parties hereunder shall cease upon the termination of the MIPL(C)L Service Agreement; PROVIDED however, that any such termination shall not affect any other remedy Shipper may have at law or in equity.

#### **ARTICLE XIV - IMPAIRED RECEIPTS OR DELIVERIES**

- 14.1 If by reason of the causes hereinafter set forth in this Section, MIPL(C)L is unable, in whole or in part, to receive or deliver the quantities of Gas provided for in the MIPL(C)L Service Agreement, then MIPL(C)L shall be relieved of liability for not receiving or delivering such quantities during the Curtailment, and MIPL(C)L may

curtail or discontinue receipts or deliveries of Gas hereunder during the continuance and to the extent of the inability; PROVIDED however, that MIPL(C)L shall endeavour to give reasonable notice of any Curtailment or discontinuance of receipts or deliveries arising by virtue of such causes and shall promptly endeavour to remedy the cause of any Curtailment or discontinuance of receipts or deliveries as soon as reasonably possible. Such notice shall specify MIPL(C)L's estimate of the duration of any such Curtailment or discontinuance of receipts or deliveries hereunder and the maximum amount that MIPL(C)L is able to deliver during such period. The causes above referred to shall be:

- (a) the necessity, in MIPL(C)L's sole opinion, acting reasonably, of making modifications or improvements to the Gas Transmission System; PROVIDED however, that MIPL(C)L shall, when practicable, endeavour to effect such modifications or improvements, which are not Force Majeure in nature, at a time and in a manner which shall not unduly interfere with or interrupt receipts or deliveries of Gas hereunder; or
  - (b) the necessity of making repairs to the Gas Transmission System used to receive or deliver Gas hereunder; or
  - (c) the necessity to curtail or interrupt receipts and deliveries of Interruptible Service of MIPL(C)L Customers in order to maintain Service to Firm Service Customers of MIPL(C)L. Such necessity is to be determined at the sole discretion of MIPL(C)L, acting reasonably.
- 14.2 In the event that MIPL(C)L determines that it is necessary to curtail or discontinue Transportation Service hereunder, then MIPL(C)L shall order Curtailment or discontinuance first under MIPL(C)L Service Agreement for Interruptible Service and secondly under MIPL(C)L Service Agreement for Firm Service.
- 14.3 If MIPL(C)L curtails deliveries of Gas under any of its MIPL(C)L Service Agreement for Firm Service pursuant to paragraph 14.1 of this Article XIV, and subsequent to such Curtailment MIPL(C)L is able to deliver excess volumes of Gas in the same contract year over and above its obligations, then MIPL(C)L will first offer such excess volumes of Gas for delivery to those Shippers curtailed, in amounts up to and proportional to the volumes curtailed, provided that any excess volumes of Gas will be limited to the excess volumes that Shipper is able to have delivered to MIPL(C)L for delivery thereunder.
- 14.4 In the event of Impaired Receipts or Deliveries as described herein, MIPL(C)L shall exercise best efforts to allow Customer to increase the amount of Gas delivered by or on behalf of Customer to the Point of Receipt to the extent of the impaired receipt or take the amount of Gas at the Point of Delivery to the extent of the impaired delivery,

as the case may be, in the ensuing period without incurring additional Demand Charges.

- 14.5 In the event of Impaired Receipts or Deliveries as described herein, and the Customer is unable to exercise the Customer's rights under Paragraph 14.3 and/or 14.4, Customer shall not be obligated to make payments other than for the period during which Service was provided. When such Service is reduced or curtailed, the Customer's Demand Charges shall be reduced in direct proportion to the reduction in MIPL(C)L's ability to receive the Contract Demand at the Point of Receipt.

## **ARTICLE XV – QUEUE FOR SERVICE**

### **15.1 APPLICATION FOR SERVICE**

A Customer requesting new, incremental or transfer Service from MIPL(C)L must provide MIPL(C)L with the following:

- (a) a full description of the Service required containing all information as might be required by MIPL(C)L;
- (b) a refundable cash deposit or Letter of Credit in an amount equal to one (1) Month Service charges for Service requested.

### **15.2 ALLOCATION OF CAPACITY**

Each Customer who satisfactorily meets the above requirements is placed in a queue according to the time and date the Customer's request for Service is received by MIPL(C)L.

Capacity is offered sequentially as it becomes available.

Positions in the MIPL(C)L queue are not transferable.

### **15.3 CONSTRUCTION OF NEW FACILITIES**

MIPL(C)L will apply for approval to construct new facilities under the following conditions:

- (a) sufficient queue Capacity is present and economically feasible to justify a facility expansion; and

(b) an Agreement for Service or Letter of Intent, signed by the Customer, is provided.

#### **15.4 WITHDRAWAL FROM THE QUEUE**

Prior to receiving an Offer of Service from MIPL(C)L, a Prospective Customer may withdraw from the MIPL(C)L Queue and receive a full refund of the Queue Deposit providing that a written Notice of Withdrawal is received by MIPL(C)L and is deemed effective and appropriate.

A Prospective Customer in the MIPL(C)L Queue who refuses an Offer of Service will forfeit the Queue Deposit. If the Prospective Customer does not execute and return the Offer of Service within 30 Days of receipt, the Customer will be viewed as having refused an Offer of Service.

Withdrawal from the Queue after receiving or signing a Letter of Intent or Agreement for Service, along with any other ramifications, will also result in forfeiture of the Queue Deposit.

#### **15.5 PUBLICATION OF THE QUEUE**

MIPL(C)L will maintain a listing of the MIPL(C)L Queue. Information will be provided upon request itemizing a Customer 's position in the Queue and the total Capacity requested preceding that position.

If a Customer in the Queue advises MIPL(C)L that their Queue information may be publicized, a more detailed listing of the MIPL(C)L Queue will be made available to the public.

### **ARTICLE XVI – ELECTRONIC BUSINESS**

MIPL(C)L has entered into a Service Agreement with TransGas, whereby TransGas will provide an Electronic Business Service to MIPL(C)L.

MIPL(C)L maintains electronic information, both public information and Customer specific information, that is available to Shippers on the TransGas web site ([www.transgas.com](http://www.transgas.com)). To access the Customer specific information, Shippers must apply for a MIPL(C)L Electronic Business Schedule of Service.

**16.1 SERVICE ELIGIBILITY**

Electronic Business Service is available to all Customers who hold an Electronic Business Schedule of Service and who hold a valid MIPL(C)L Service Agreement or who have been assigned the right by a third party to access such information.

**16.2 GENERAL PRINCIPLES**

The Secure Zone, located within the TransGas web site, contains confidential Customer specific information. An Access Code is required to gain access to the Secure Zone. To obtain an Access Code, a Customer must complete a TransGas Electronic Access Application form. Upon receipt of a completed Electronic Access Application form, TransGas will issue an Access Code in the form of a unique user identification (userid) and password.

The information provided to Customer will be the best available or representative information and shall not be considered accurate for the purposes of invoicing or indicating a true account balance.

The Customer shall be responsible for the accuracy of all information transmitted to MIPL(C)L.

{For a full description, refer to the Electronic Business Terms and Conditions contained within the TransGas Comprehensive Tariff}.

**16.3 TERM AND RENEWAL OF AGREEMENT**

The Term of the Electronic Business Schedule of Service will extend from the Effective Date for a 12-Month period and will automatically renew for a further 12-Month period unless Customer terminates all MIPL(C)L Service Agreements.

**16.4 TERMINATION OF SERVICE**

Customer or MIPL(C)L may terminate the Electronic Business Schedule of Service at any time, upon 30 Days prior written notice to the other party. Customer's failure to comply fully with the Electronic Business Terms and Conditions may result in the immediate suspension of Electronic Business Service.

**ARTICLE XVII - MISCELLANEOUS PROVISIONS**

- 17.1 No waiver by MIPL(C)L or Shipper of any default by the other under a MIPL(C)L Service Agreement shall operate as a waiver of future default whether of a like or different character.
- 17.2 A MIPL(C)L Service Agreement shall be binding upon and enure to the benefit of the parties thereto, their respective successors and assigns, but no assignment shall release either party from such party's obligations hereunder without the written consent of the other party to such release, which consent shall not be unreasonably withheld. Nothing herein contained shall prevent either party from pledging or mortgaging its rights hereunder as security for its indebtedness.
- 17.3 The headings used throughout these General Terms and Conditions are inserted for reference purposes only, and are not to be considered or taken into account in construing the terms or provisions of any Article nor to be deemed in any way to qualify, modify or explain the effect of any such provisions or terms.
- 17.4 These General Terms and Conditions and the rights and obligations of the parties hereunder are subject to all present and future laws, rules, regulations and order of any legislative body or duly constituted authority now or hereafter having jurisdiction.
- 17.5 The parties to a MIPL(C)L Service Agreement shall from time to time and at all times do all such further acts and execute and deliver all such further deeds and documents as shall be reasonably required in order to fully perform and carry out the terms of these General Terms and Conditions.
- 17.6 Shipper agrees to provide to MIPL(C)L, for planning purposes, such forecasts of future Monthly volumes to be transported under a MIPL(C)L Service Agreement as MIPL(C)L may request from time to time.
- 17.7 MIPL(C)L may require Customer to provide certain information respecting a Service, including, but not limited to, assurances that necessary arrangements have been made among Customer, producers of Gas for Customer, purchasers of Gas from Customer, or other related transaction to Service, including all Gas purchase, Gas sale, operating, processing and Common Stream arrangements. At MIPL(C)L's request, provide MIPL(C)L with an assurance that Customer has provided the operator of the facilities upstream of any Point of Receipt in respect of which Customer has the right to receive Service with all authorizations necessary to enable such operator to provide MIPL(C)L will all data and information reasonably required by MIPL(C)L for the purpose of allocating the amounts of Gas delivered to MIPL(C)L among MIPL(C)L's Customers, and to bind Customer in respect of all such data and information provided. Failure to provide such assurances and information forthwith following

- MIPL(C)L's request, from time to time, may result in MIPL(C)L exercising the option to 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 Service suspension shall not relieve Customer from any obligation to pay any rate, toll, charge or other amount payable to MIPL(C)L.
- 17.8 This Tariff and any Service Agreements shall be interpreted and construed in accordance with the laws in force in the Province of Saskatchewan, and the parties hereby irrevocably attorn to the jurisdiction of the courts of the Province of Saskatchewan.
- 17.9 Service Agreements and Schedule of Services shall be binding upon and enure to the benefit of the Persons and their respective successors and assigns. Customer shall not assign any Service Agreement, Schedule of Service or any Service without the prior written consent of MIPL(C)L. Providing that any security posted by Customer is not affected, nothing herein contained shall prevent either Person from pledging or mortgaging its rights hereunder as security for its indebtedness.
- 17.10 No amendment or variation of any term, condition or provision of any Schedule of Service shall be effective or binding upon the Persons hereto unless it is set forth in writing and duly executed by MIPL(C)L, and acknowledged by Customer.
- 17.11 In the interpretation of this Tariff and any Service Agreement, words in the singular shall be read and construed in the plural or words in the plural shall be read and construed in the singular where the context so requires.
- 17.12 Nominations to be placed at Gas Control shall be telecopied or telephoned with written confirmation as outlined in the Nominations Procedure found in this Tariff.

**ARTICLE XVIII - SERVICE CATEGORIES**

- 18.1 A listing of the individual MIPL(C)L facilities are provided below. For information regarding their location, please refer to the MIPL(C)L facility map section of this Tariff. For information regarding their individual rates, please refer to the their individual toll schedules located in the Rates section of this tariff.

1. Cold Lake / Beacon Hill
2. Bronson North
3. Bronson Lake
4. Frog Lake
5. Marwayne
6. Lloydminster

7. Unity
8. Esther / Smiley
9. Mid-Continent
10. Shaunavon Pipeline
11. Steelman / Portal
12. Swan Valley