

TOLL SCHEDULE T-1

FIRM SERVICE

INDEX

SHEET NO.

1.	AVAILABILITY AND APPLICABILITY	201
2.	SERVICE DESCRIPTION	201
3.	SERVICE AGREEMENT	201
4.	GENERAL TERMS AND CONDITIONS	201
5.	CHARACTER OF SERVICE	202
6.	TOLLS	203
7.	MONTHLY CHARGE ADJUSTMENTS	204
8.	RECEIPT DEFICIENCIES AND MAKE-UP GAS	205
9.	BILLING ABATEMENT	206

TOLL SCHEDULE T-1

FIRM SERVICE

1. AVAILABILITY AND APPLICABILITY

This Toll Schedule is applicable only for domestic gas sales and is available to any Shipper that has executed a Service Agreement with Company, in the form provided in this Tariff, for Transportation of natural gas up to specified maximum daily quantities between specified points of receipt and delivery.

This Toll Schedule T-1 applies to any Shipper for firm service Transportation hereunder.

2. SERVICE DESCRIPTION

Service rendered by Company for Shipper under this Toll Schedule T-1 consists of:

- (a) the receipt of gas tendered by Shipper (or for Shipper's account) at the Receipt Points as designated in Part 1 of the Index of Service Obligations;
- (b) the transportation of gas by Company through its Transportation System; and
- (c) the delivery by Company of gas to Shipper (or for Shipper's account) at the Delivery Points as designated in Part II of the Index of Service Obligations, which Delivery Points shall be points of interconnection with the natural gas distribution system(s) of such company (or companies) duly enfranchised for the distribution of natural gas.

3. SERVICE AGREEMENT

This Toll Schedule T-1 is subject to all terms, conditions, stipulations and provisions of the Service Agreement.

4. GENERAL TERMS AND CONDITIONS

This Toll Schedule T-1 is subject to all terms, conditions, stipulations and provisions of the General Terms and Conditions.

5. CHARACTER OF SERVICE

EFFECTIVE DATE: 1 MAY 1996

TOLL SCHEDULE T-1**FIRM SERVICE****5.1 Firm Service**

Gas transported by Company for Shipper under this Toll Schedule T-1 shall not be subject to curtailment or interruption except as provided in the General Terms and Conditions of this Gas Transportation Tariff.

5.2 Receipt and Delivery Volumes

Company agrees to receive from Shipper and transport the daily volumes of gas delivered by Shipper, subject to Company not being obligated to receive from Shipper at the Receipt Points during any one day more than the Maximum Daily Receipt Quantity as specified in Part 1 of the Index of Service Obligations and further subject to Company not being obligated to deliver to Shipper at the Delivery Points during any one day more than the Maximum Daily Delivery Quantity as specified in Part II of the Index of Service Obligations or the quantity actually received from Shipper on such day whichever is the lesser. If gas is to be delivered hereunder by Company to Shipper at more than one Delivery Point in a delivery area, the tolls provided herein shall be applied as though such Delivery Points were one point and as if the gas delivered was measured by one meter.

TOLL SCHEDULE T-1

FIRM SERVICE

6. TOLLS

Shippers's Monthly Charge for transportation service hereunder for each billing Month beginning with Shipper's First Billing Month shall be Shipper's Allocable Share of \$7,179,333. The said monthly charge is payable notwithstanding any failure by Shipper during such month, for any reason whatsoever including force majeure, to deliver or to cause to be delivered any portion of the gas to be delivered to Company at the Receipt points.

EFFECTIVE DATE: 1 JANUARY 2008

TOLL SCHEDULE T-1

FIRM SERVICE

7. MONTHLY CHARGE ADJUSTMENTS

- 7.1** If the volumes of gas received for transportation in any month exceed the sum of (a) the Maximum Daily Receipt Quantity multiplied by the number of days in said month and (b) the volume received for Transportation under Toll Schedule OT-1, then Shipper shall pay in addition to the Monthly Charge as otherwise computed hereunder, an amount equal to the quantity of such excess volumes multiplied by a rate equal to (1) Shipper's Monthly Charge divided by (2) Shipper's Maximum Daily Receipt Quantity multiplied by 30.416 days.
- 7.2** Notwithstanding the provisions of subsection 7.1, if on any day, pursuant to subsection 8.2 herein, volumes exceed the Maximum Daily Receipt Quantity, Shipper shall be required to pay for such excess volumes in accordance with subsection 9.2 herein.

TOLL SCHEDULE T-1**FIRM SERVICE****8. RECEIPT DEFICIENCIES AND MAKE-UP GAS****8.1 Applicability**

If in any Day in any Billing Month Company is unable, through fault of Company, to receive from Shipper the quantity of gas nominated by Shipper for such Day (the quantity of gas which Company so failed to receive in such Day being hereinafter referred to as « Receipt Deficiencies »), the provisions of subsection 9.2 shall apply.

8.2 Procedures

Receipt Deficiencies arising in any month will be transported to the extent gas is received by Company from Shipper and to the extent that Company has the capacity to do so, on any day during such month whether before or after the day or days on which such Receipt Deficiencies arose. To the extent that Receipt Deficiencies are not so transported during such month, Receipt Deficiencies will be transported only by the receipt of « make-up gas » in subsequent months. If in any month the quantity of gas received by Company pursuant to Article 1, subsection 1.2 of Shipper's Service Agreement exceeds the aggregate of Shipper's Receipt Deficiencies arising in the month, the excess shall be make-up gas to the extent of Shipper's Receipt Deficiencies not transported in prior months and the remainder, if any, shall be governed by Toll Schedule OT-1.

If Company is, on any day, required to allocate service under Article 1, subsection 1.2 of the Service Agreements of two or more Shippers, it shall allocate the quantities of gas nominated in respect of Receipt Deficiencies in the same proportion that each Shipper's cumulative Receipt Deficiencies not transported to such day bears to the total of all Shipper's cumulative Receipt Deficiencies not transported to such day.

TOLL SCHEDULE T-1**FIRM SERVICE****9. BILLING ABATEMENT**

Each Billing Month Company shall, if applicable, provide a credit to Shipper (« Billing Abatement ») in accordance with subsection 9.1 herein or require a payment from Shipper (« Make-Up Gas Transportation Payment ») in accordance with subsection 9.2 herein.

- 9.1** If, through fault of Company, except for provisions under section 7.5 of the General Terms and Conditions, in any Billing Month the aggregate quantity of gas received by Company from Shipper at all Receipt Points is less than 90 per cent of the aggregate quantity of gas nominated by Shipper to Company pursuant to Article 1.1 of Shipper's Service Agreement at all Receipt Points in such Billing Month, Shipper shall be entitled to Billing Abatement in respect of such Billing Month which shall be equal to the difference between the aggregate quantity of gas nominated by Shipper to Company in such Billing Month at all Receipt Points and the aggregate quantity of gas actually taken receipt of by Company from Shipper during such Billing Month, multiplied by a rate (« Billing Abatement Rate ») determined by dividing (1) \$1,272,000 by (2) an amount equal to the sum of all Shipper's Maximum Daily Receipt Quantities for such month multiplied by 30.416 days.

TOLL SCHEDULE T-1

FIRM SERVICE

- 9.2** To the extent that Make-Up Gas received by Company from Shipper in any Billing Month relates to a prior Billing Abatement, Shipper shall be obligated to pay to Company for such Make-Up Gas at the Billing Abatement Rate applicable when such Make-Up gas is transported.
- 9.3** Receipt deficiencies which will have been the subject of Billing Abatements pursuant to subsection 9.1 herein shall be considered « made-up » when either of the following conditions has been met :
- (a)** all such receipt deficiencies, on a volumetric basis, shall have been the subject of a Make-Up Gas Transportation Payment pursuant to subsection 9.2 herein; or
 - (b)** the total amount of charges made pursuant to subsection 9.2 herein shall equal the total amount of credits given pursuant to subsection 9.1 herein.