Schedule of Sales and Transportation Services and Rates

- Appendix A - Approved Rates
- Appendix B - Company Labour Rates
- Appendix C - Transportation Service Balancing Fees

Available in accessible formats upon request.

Centra Gas Manitoba Inc.

Schedule of Sales and Transportation Services and Rates

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I. Territory Served

This Schedule of Sales and Transportation Services and Rates applies to the following territory:

Zone	Area Definition
1	Ste. Anne (Town), Ste. Anne, (R.M.), Niverville (Town),Steinbach (City), Hanover (R.M.), St. Pierre-Jolys (Village), Desalaberry (R.M.), La Broquerie (R.M.), Ritchot (R.M.), Altona (Town), Montcalm (R.M.), Emerson-Franklin Municipality, Dufferin (R.M.), Carman (Town), Stanley (R.M.), Morden (City), Winkler (City), Rhineland Municipality, Morris (Town), Grey (R.M.), Morris (R.M.), Beausejour (Town), Thompson (R.M.), Roland (R.M.), Piney (R.M.); Portage la Prairie (City), Portage la Prairie (R.M.), Long Plain Madison First Nation, North Norfolk Municipality, Cartier (R.M.), Dakota TIPI First Nation, Norfolk Treherne Municipality, Winnipeg (City), Headingley (R.M.), Stonewall (Town), Selkirk (City), Winnipeg Beach (Town), Gimli (R.M.), East St. Paul (R.M.), West St. Paul (R.M.), Brokenhead (R.M.), MacDonald (R.M.), Richot (R.M.), Rockwood (R.M.), Rosser (R.M.), Springfield (R.M.), St. Andrews (R.M.), St. Clements (R.M.), Tache (R.M.), Reynolds (R.M.), Teulon (Town), Dunnottar (Village), Bifrost-Riverton Municipality, Arborg (Town), Woodlands (R.M.), Dauphin (City), Dauphin (R.M.), Roseau River Anishinabe First Nation, Armstrong (R.M.)
2	WestLake-Gladstone Rural Municipality, Glenella-Lansdowne Municipality, North Norfolk Municipality, Swan Valley West Municipality, Swan River (Town), Minitonas-Bowsman Municipality, North Norfolk Municipality, Dauphin (R.M.), Gilbert Plains Municipality, Cornwallis (R.M.), Thompson (R.M.)
3	Gilbert Plains Municipality, Grandview Municipality, Ellice-Archie (R.M.), Neepawa (Town), Prairie View Municipality, North Cypress-Langford Municipality, Virden (Town), Hartney (Town), Grassland Municipality, Melita (Town), Two Borders Municipality, Pipestone (R.M.), Souris-Glenwood Municipality, Minto-Odanah (R.M.), Brandon (City), Cornwallis (R.M.), Elton (R.M.), Carberry (Town), Swan Lake First Nation, North Norfolk Municipality, Dauphin (R.M.), Killarney-Turtle Mountain Municipality, Grassland Municipality, Deloraine-Winchester Municipality, Wallace-Woodworth (R.M.), Prairie View Municipality, Thompson (R.M.)
4	Roblin Municipality, Riding Mountain West (R.M.), Russell-Binscarth Municipality, Minnedosa (Town), Ellice-Archie (R.M.), Yellowhead (R.M.), Rosedale (R.M.), Riverdale Municipality, Minto-Odanah (R.M.), Hamiota Municipality, Wallace-Woodworth (R.M.), Boissevain-Morton Municipality, Killarney-Turtle Mountain Municipality, Deloraine- Winchester Municipality, Hamiota Municipality, Grassland Municipality, Prairie View Municipality, Pipestone (R.M.), Minto-Odanah (R.M.), Thompson (R.M.)
5	Minto-Odanah (R.M.)

Note: See Section IV General Terms and Conditions D) 12) b) for further details on Zones.

II. Definition of Terms

Except where the context expressly states another meaning, the following terms, when used in this Schedule of Sales and Transportation Services and Rates, shall have the following meanings:

A) "103m3" means 1,000 Cubic Meters of gas.

B) "AECO" means the notional market point situated between the receipt and delivery marketplaces on the NOVA Gas Transmission Limited pipeline system. Also known commonly as NIT and AECO/NIT.

C) "AECO Supply" means gas procured by the Company at AECO.

D) "Agency Agreement" means an agreement between a Customer and Broker, which at a minimum, authorizes and requires the Broker to act on the Customer's behalf with respect to natural gas service.

E) "Agency Billing and Collection Service" (or "ABC Service") means as a service wherein the Company bills the Customer for gas sold by the Broker to the Customer.

F) "Agent" means a gas supply Broker acting on behalf of a Customer.

G) "Alternate Supply Service" means any supply or source of gas that the Company may offer from time to time, in lieu of curtailment, to Interruptible Sales Service Customers.

H) "Annual Quantity Difference" means, for purposes of Western Transportation Service, the sum of the monthly Quantity Differences for the twelve months of the Gas Year.

I) "Authorized Sales Volume" means the volume of gas which the Company agrees to sell to the Customer on a given day as specified in the Contract.

J) "Backstop Gas" means that quantity of gas agreed upon by the Company and the Broker and/or Customer which is to supplement, in

whole or in part, an impairment to gas deliveries to the Company by or for the Broker and/or Customer.

K) "Base Rate" means the rate charged for a Service, not including any rate riders or other adjustment factors.

L) "Basic Monthly Charge" means a fixed monthly charge that reflects a portion of the costs of being connected to the gas distribution system and is not related to the volume of gas consumed.

M) "Board" means the Public Utilities Board of Manitoba.

N) "Broker" also known as "Marketer" means an entity authorized by the Public Utilities Board of Manitoba to sell natural gas commodity.

O) "Broker's Gas Commodity Price" means the retail price charged by a Broker to a Customer for sales of Gas Commodity which is used by the Company to bill the Customer under ABC Service.

P) "Business Day" means any calendar day exclusive of Saturdays and Sundays and exclusive of days which are statutory or legal holidays under the laws of Manitoba.

Q) "Company" means Centra Gas Manitoba Inc. and its successors and assigns.

R) "Contract Year" means a period of 12 or fewer consecutive months ending on October 31.

S) "Contract" means, for the purposes of these Terms and Conditions of Service and the Rate Schedules into which they are incorporated, an agreement to provide service either implied, written, or oral.

T) "Cubic Meter-Day" ("m3/day") means the maximum volume of gas consumed in a single 24 hour period.

U) "Cubic Meter" ("m3") means the volume of gas which occupies one cubic

meter when such gas is at a temperature of 15.56 degrees Celsius, and at a pressure of 101.560 kilopascals absolute.

V) "Customer" (or "Consumer") shall include any person, firm, or corporation to whom gas is delivered or any other goods or services, including attachment to the system, are provided by the Company. No person, firm or corporation is a Customer in relation to services provided under a "shared services agreement" or services received in the recipient's capacity as a Broker.

W) "Day" means a period of 24 consecutive hours beginning and ending at 9:00 a.m., in the time zone in which deliveries are made. The reference date for any day shall be the calendar date on which the 24 hour period shall commence.

X) "Delivery", in relation to the Company's Delivery rate, means the transportation of natural gas to Manitoba (as applicable) and distribution of natural gas to the Customer.

Y) "Delivery Point" means the location at which the Company shall deliver gas to the Customer.

Z) "Delivered Service" means natural gas supply purchased by the Company under an arrangement which includes delivery of the natural gas to the Company's transmission and distribution system.

AA) "Delivery Service" means the transmission and distribution of natural gas from the Receipt Point to the designated Delivery Point for the Customer.

BB) "Firm Daily Contract Demand" means the maximum volume of gas which the Company obligates itself to be ready to deliver and/or sell daily to the Customer's Delivery Point on a Firm Service basis.

CC) "Firm Service" means gas service at one Delivery Point and separately metered where the service may not be curtailed except for Force Majeure.

DD) "Gas" means natural gas having a gross heating value of not less than 36

megajoules per Cubic Meter (950 Btu per cubic foot).

EE) "Gas Commodity" means gas that is offered to Sales Service customers by the Company or Brokers, at an AECO-based commodity rate that is applied to their total consumption.

FF) "Gas Commodity Billed" means the quantity of gas calculated to have been consumed, as rendered by the Company on bills to Customers, in accordance with the Company's practices.

GG) "Gas Commodity Delivered" means the quantity of gas delivered by the Broker to the Company as part of the Western Transportation Service Agreement.

HH) "Gas Loan" means the quantity of gas that must be exchanged between each individual Broker on behalf of that Broker's Customer(s) and the Company for purposes of reconciling differences between Gas Commodity Billed and Gas Commodity Delivered under Western Transportation Service.

II) "Gas Loan Mechanism" means a mechanism for the exchange of Gas Commodity and financial payments between each individual Broker on behalf of that Broker's Customer(s) and the Company under Western Transportation Service.

JJ) "Gas Year" means a period of 365 consecutive days beginning on the first day of November; provided however, that any such year which contains a date of February 29 shall consist of 366 days.

KK) "Gross Heating Value" means the total joules expressed in megajoules per Cubic Meter (MJ/m^3) produced by the complete combustion at constant pressure of one (1) Cubic Meter of gas with air, with the gas free of water vapor and the temperature of the gas, air and products of combustion to be at standard temperature and all water formed by combustion reaction to be condensed to the liquid state.

LL) "Group" means a group of Customers designated by a Broker in a single

agreement under Western Transportation Service or ABC Service.

MM) "Interruptible Daily Contract Demand" means the maximum volume of gas which the Company obligates itself to be ready to deliver and/or sell daily to the Customer's Delivery Point on an Interruptible Service basis.

NN) "Interruptible Service" means gas service at one point of delivery and separately metered where, at any time, the service may be interrupted at the sold discretion of the Company.

OO) "Interconnect Point" means the point on the TransCanada PipeLine system or any other pipeline designated by such pipelines as their point of receipt.

PP) "Joule" ("J") is the unit of energy measured as the work done when the point of application of force of one newton is displaced a distance of one meter in the direction of the force. The terms megajoule and gigajoule means 1×10^6 and 1×10^9 joules, respectively.

QQ) "Loan Price" means the unit price used in determining the Value of the Gas Loan included under Western Transportation Service.

RR) "Maximum Daily Quantity" means the maximum quantity of gas that the Company will nominate on behalf of a Customer from the Customer's supplier for Gas Commodity supply on a given day. The Maximum Daily Quantity may be more than the Customer's Firm Daily Contract Demand.

SS) "Medium Pressure" means the pressure that the Company utilizes in its distribution system that is no greater than 60 pounds per square inch.

TT) "Month" means the period beginning at 9:00 a.m. on the first Day of the calendar month and ending at the same hour on the first Day of the next succeeding calendar month.

UU) "Monthly Billing Demand" means the highest daily consumption measured in Cubic Meters on any given day of the month, provided the month is a Winter Month, or in any Winter Month of the preceding eleven months. For Customers without twelve months of demand billing data, the Monthly

Billing Demand may be estimated or otherwise specified by the Company.

VV) "Monthly Demand Change" means a monthly charge that reflects the Customer's use of the capacity of the system. The Monthly Demand Charge is calculated as the Monthly Billing Demand for the month multiplied by the applicable unit demand rate.

WW) "Nominated Volume" means the quantity of gas expressed in gigajoules which the Customer has arranged to deliver to the Receipt Point, and the Company has agreed to receive, in a given day.

XX) "Non-AECO Supply" means gas procured by the Company at non-AECO locations, exclusive of Alternate Supply provided to Interruptible Customers, to meet aggregate Sales Service demand. The cost differential between the Company's AECO Supply costs and Non-AECO Supply costs is recovered from (or refunded to) all Sales Service customers in a rate rider embedded in the Delivery billed rate.

YY) "Normal Year Gas Requirements" means the annual gas requirements that would be required under weather conditions determined from a 25-year rolling average as calculated from time to time by the Company.

ZZ) "Premises" means the location specified in an application for service, or such other location to which the Company delivers gas.

AAA) "Quantity Difference" means the difference between the Gas Commodity Delivered and the Gas Commodity Billed under Western Transportation Service expressed in either Cubic Meters or Gigajoules.

BBB) "Receipt Point" means the interconnection between the Company's transmission and distribution system and TransCanada PipeLines transmission system.

CCC) "Sales Service" means gas service in which the Company procures gas quantities to satisfy the Customer's gas requirements.

DDD) "Service Line" means that portion of the Company's distribution system

used for the delivery of gas from the main to the inlet side of the meter assigned to the Customer.

EEE) "Standard Pressure" means an absolute pressure equal to 101.560 kPa at 15.56 degrees Celsius.

FFF)

GGG) "TransCanada" means TransCanada PipeLines Limited.

HHH) "Transportation Service (T-Service)" means transmission and/or distribution of Customer-owned gas on the Company's system as defined in the Contract between Customer and the Company.

III) "Unauthorized Over-Run Gas" means:

a) any and all quantities of natural gas consumed by an Interruptible Class Customer during a period of time that the Company has curtailed service to that customer, and during which that Customer is not receiving Alternate Supply Service, and/or;

b) any and all quantities of natural gas consumed by a Customer of a Broker that has failed to supply their requirements, during a period of time that the Company has curtailed service to that Customer because the Company is unable to acquire Backstop Gas.

JJJ) "Unauthorized Over-Run Gas Charge" means a volumetric charge per cubic metre for the procurement and supply of Unauthorized Over-run Gas consumed by a Customer.

KKK) "Unauthorized Over-Run Gas Delivery Charge" means a delivery charge per cubic metre for Unauthorized Over-run Gas consumed by a Customer.

LLL) "Value of the Gas Loan" means the amount of money equal to the quantity of the Gas Loan multiplied by the Loan Price as part of Western Transportation Service.

MMM) "Volumetric Charge" means a charge based on the volume of natural gas measured over an extended period of time, such as a monthly billing

period.

NNN) "Winter Month" means the months of November, December, January, February, and March.

OOO) "Year" means a period of 365 consecutive days; provided however, that any such year which contains a date of February 29 shall consist of 366 days.

III. Description of Available Rates and Services

This section provides general descriptions of the rates and services offered by the Company and other related matters. The descriptions provided in this section are not comprehensive and may be changed by the Company at any time. The characteristics and charges associated with any of the following services may be changed at any time subject to Board Approval.

The Company offers two basic services. These are Sales Service, where the Company provides some of the Customer's gas requirements, and Transportation Service, where the Company does not provide any of the Customer's gas requirements.

Sales Service is a service in which the Company procures and manages gas supplies, and arranges the delivery of those supplies to the Customer. Sales Service consists of three distinct parts: Gas Commodity; Transportation to Centra; and Distribution to Customer. Sales Customers may choose to purchase **Gas Commodity** from either the Company or an alternative supplier. The Company procures Non-AECO Supply to meet the aggregate demand of all Sales Customers. **Transportation to Centra** include the management of all gas, including transportation to Manitoba, and **Distribution to Customer** includes the management of all gas on Centra's system and delivery of that gas to Customers. Transportation to Centra and Distribution to Customer components are combined in a single **Delivery rate** on customers' bills.

Transportation Service ("T-Service") allows a Customer to procure and deliver its own natural gas supplies to the Company's Receipt Point. The Company's T-Service is the agreement under which the Company delivers that natural gas from the Receipt Point to the Customer's facility. Special Terms and Conditions of Transportation Service are covered in Section V.

Sections IX and X set out the specific rates for both Sales Service and T Service.

A) Optional Service Offerings:

1) Western Transportation Service

The Company manages and delivers Broker-provided Gas Commodity

from AECO to the Customer's facility. The Company then delivers this gas to the Customer or otherwise as appropriate. An Agency Agreement between the Customer and the Broker, and a separate Western Transportation Service Agreement between the Customer, the Broker and the Company are required to take this service, which may be executed on behalf of the Customer by the Broker as the Customer's agent. Western Transportation Service is subject to the Special Terms and Conditions as set forth in Section VII hereof. Western Transportation Service Customers are eligible for Alternate Supply Service and Backstopping Service as described in the Optional Service Offerings provided herein.

Agency Billing and Collection ("ABC") Service is offered in conjunction with Western Transportation Service. ABC Service allows the Company to bill the Customer for Gas Commodity on behalf of the Broker, using the Broker's Gas Commodity Price. The Customer makes a single payment to the Company.

2) Alternate Supply Service

The Company may provide, on a best efforts basis, Alternate Supply Service on an interruptible basis to Interruptible Customers requesting such service, who otherwise would be interrupted by the Company for supply reasons. Alternate Supply Service may be arranged by the Company at prices in accordance with the provisions of Section VI hereof.

3) Backstopping Service

The Company may provide Backstopping Service, if requested, on a best effort basis to T- Service and Western Transportation Service Customers whose gas supply fails or cannot be delivered to the Company's distribution system.

4) Short Term Interruptible Transportation Service

During periods where curtailment would otherwise be implemented, the Customer may elect to provide its own gas supply delivered to the Company's Receipt Point in lieu of Company provided gas supply. The Customer's gas supply will be transported to the Delivery Point under the Short Term Interruptible Transportation Service.

B) Service Offerings by Service Classification:

Customers are classified as either Small General Class, Large General Class, High Volume Firm Class, Interruptible Class, Mainline Class, Special Contract Class or Power Station Class.

1) **Small General Class ("SGC")**

While meter size does not determine which class a Customer is in, SGC Customers, as general guide, receive gas through one meter of the type and capacity typically installed for individual residences. Sales Service and the Optional Service offerings associated therewith are the only services available to these Customers. T- Service is not available. Service is on a firm basis and the charges include a Basic Monthly Charge, a Gas Commodity charge, and a Delivery charge as described in Sections IX and X of this Schedule of Sales and Transportation Services and Rates. All Customers with annual consumption of less than 680,000 m3 are eligible for this rate.

Customers that are eligible for this class may elect to be reclassified as Large General Class instead, however, that election will remain in effect until a subsequent election is made and each election must remain effective for a minimum of one year.

Customers in this class are eligible for Western Transportation Service as described in the Optional Service Offerings as provided herein.

2) **Large General Class ("LGC")**

While meter size does not determine which class a Customer is in, LGC Customers, as a general guide, receive gas through one meter of the type and capacity not commonly installed for individual residences. These Customers receive Firm Sales Service; T- Service is not available. The charges include a Basic Monthly Charge, a Gas Commodity charge, and a Delivery charge as described in Sections IX and X of this Schedule of Sales and Transportation Services and Rates. All Customers with annual consumption of less than 680,000 m3 are eligible for this class. Customers who are eligible for this class may elect to be reclassified as SGC. That election, however, will remain in effect until a subsequent election is made

and each election must remain effective for a minimum of one year.

Sales Customers in this class are eligible for Western Transportation Service as described in the Optional Service Offerings provided herein.

At the discretion of the Company in order to facilitate connections of new customers on capacity-constrained areas of Centra's system, it may require an LGC Customer to enter into a Modified LGC Contract ("Modified LGC") for a new service. The modified contract allows the company to physically turn off the supply of gas to the LGC Customer during the winter peak period of December 1st through to March 31st. To be eligible to enter into Modified LGC Contract, the LGC Customer is required to have a dedicated meter facility separate from other customer gas loads that require year-round consumption. Customers entering into a Modified LGC Contract will continue to be charged the Basic Monthly Charge during the shut-off period.

3) High Volume Firm ("HVF") Class

HVF Customers receive gas on a firm basis through one meter, where annual consumption equals or exceeds 680,000 m^3. These Customers may elect to receive either Firm Sales Service or Firm Transportation Service. The charge include a Basic Monthly Charge, a Monthly Demand Charge, a Gas Commodity charge, and a Delivery charge as described in Sections IX and X of this Schedule of Sales and Transportation Services and Rates. Customers desiring this service must execute a binding agreement with the Company with a minimum term of one year. Any change in classification from HVF Class to Interruptible Class shall be at the consent of the Company. Sales Customers in this class are eligible for Western Transportation Service as described in the Optional Service Offerings provided herein. Transportation Service Customers in this class are eligible for Backstopping Service as described in the Optional Service Offerings provided herein.

4) Interruptible Class ("IC")

Interruptible Customers receive gas through one meter where the service may be interrupted by the Company from time to time upon notice to the Customer. Interruptible Service is available only in situations where, in the

sole opinion of the Company, a benefit exists for the Company or other Customers. Interruptible Service is available to Customers whose annual gas requirements equal or exceed 680,000 m3 and who contract for such service for a minimum of one year, or to Customers that have received Interruptible Service continuously since December 31, 1996. Sales Service or Transportation Service are available. The charges include a Basic Monthly Charge, a Monthly Demand Charge, a Gas Commodity charge, and a Delivery charge as described in Sections IX and X of this Schedule of Sales and Transportation Services and Rates. Interruptible Service is subject to Special Terms and Conditions of Service as set out in Sections V and VI, which also includes charges for failure to comply with the Terms and Conditions of the service.

Sales Customers in this class are eligible for Short Term Interruptible Transportation Service, Western Transportation Service, and/or Alternate Supply Service as described in the Optional Service Offerings provided herein. T-Service Customers in this class are eligible for Backstopping Service as described in the Optional Service Offerings provided herein.

5) Mainline Class ("MLC")

Mainline Customers receive gas through one meter where the Customer is served directly from the Company's transmission system or through dedicated distribution facilities at pressures in excess of medium pressure and whose annual gas requirements equal or exceed 680,000 m^3 and who contract for such service for a minimum of one year. Mainline Customers may elect Firm Sales Service, Interruptible Sales Service (in conjunction with Firm Delivery Service), or Firm Transportation Service. The charges include a Basic Monthly Charge, a Monthly Demand Charge, a Gas Commodity charge, and a Delivery charge as described in Sections IX and X of this Schedule of Sales and Transportation Services and Rates. This service may be subject to Special Terms and Conditions as specified in sections V and VI.

Sales Customers in this class are eligible for Alternate Supply Service, Short Term Interruptible Transportation Service and/or Western Transportation Service as described in the Optional Service Offerings provided herein. T-Service Customers in this class are eligible for

Backstopping Service as described in the Optional Service Offerings provided herein.

6) Special Contract Class

The Company provides Special Contract service through a written agreement between the Company and a Customer which governs the gas service to the Customer. Special Contract Service may include Sales Service and/or a Transportation Service. This service will be governed by the terms of the individual contract. 15

7) Power Station Class

The Company provides service to electrical generating stations which use natural gas in the production of electricity through a written agreement between the Company and the Customer which governs the gas service to the Customer. Power Station Service may include Sales Service and/or Transportation Service. This service will be governed by the terms of the individual contract.

IV. General Terms and Conditions

This Section IV deals with sales, delivery, and transportation services provided by the Company.

A) Contract For Service

1) General

a) These General Terms and Conditions shall apply to all contracts (howsoever created) for gas service under any of the Company's rate schedules or service classifications, including Special Contracts; provided that, if the provisions of any explicit Contract conflict with these Terms and Conditions, the provisions contained in the explicit Contract shall prevail.

b) These General Terms and Conditions may, subject to approval by the Board, added to, altered, or amended by the Company from time to time and any such addition, alteration, or amendment shall become effective upon Order of the Board.

2) Application for Service

a) Application for a service line shall be made on a form provided by the Company. The application, when signed by the Customer and accepted by the Company, shall become a contract for gas service.

b) Verbal application for gas service to premises having existing facilities may be accepted by the Company. In such cases, a contract is deemed to be made between the Company and the Customer.

c) When two or more rates and/or services are available to a Customer, the Customer may elect the rates and/or services to be provided to the Customer. In the event that an election is not specified, the Company will make an election. The Customer may make an alternative election at any time subject to reasonable notice. The Customer, having made an election, must remain with that rate and/or service for a period of not less than twelve months following the effective date of the election. All elections are prospective only.

3) Termination

The Customer may terminate the contract by providing no less than seven (7) days' notice to the Company, to be effective on the later of seven (7) days following receipt of such notice by the Company or the date specified in such notice by the Customer. Notwithstanding any such termination, the Company retains its rights of access as noted in Paragraph IV B) 8) to its equipment on or in the Customer's property and the Customer remains liable to the Company for any amounts payable under the contract of service up to the latter of the date of termination, or the remaining period of the contract. Any additional contracts or agreements in place between the Customer and the Company remain subject to the termination provisions contained therein.

4) Easements and Rights-of-Way

a) If, before the point of entry at the Premises, a service line must cross property owned by some person other than the Customer, the Company shall obtain from such person a written consent or easement for the installation and maintenance of the service line and related facilities.

b) If the Customer is not the registered owner of the Premises, the Customer shall obtain for the Company from the said owner the necessary consent or easement in writing for the installation and maintenance in said Premises of all necessary facilities for supplying gas; provided that the Company may, at its option, itself acquire such consent or easement.

5) Assignment

All contracts for service shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns, but shall not be assigned or be assignable by the Customer without the consent in writing of the Company first being obtained which consent may be withheld by the Company.

6) Representation

No agent, representative, or employee of the Company has the authority to make any promise, agreement, or representation not incorporated

within the Company's Schedule of Sales and Transportation Services and Rates or executed through a contract for service, and any such promise, agreement, or representation shall not bind the Company.

7) Resale of Gas

Gas taken by a Customer at a delivery point shall not be resold, except as permitted by Law.

8) Rates and Charges

In connection with a contract for service, the Customer shall pay the Company at the rates approved from time to time by the Board or other regulatory body having jurisdiction and shall pay any other charges validly in effect from time to time.

9) The Public Utilities Board Act to Prevail

The provisions of these Terms and Conditions of Service are subject at all times to all applicable Federal, Provincial, and Municipal Legislation including The Public Utilities Board Act (Manitoba) as amended from time to time, or such other legislation as may be enacted in replacement thereof and any lawful Orders of the Board. In the event of any conflict between the provisions of these Terms and Conditions, the provisions of the aforesaid Legislation, or any lawful Order of the Board, the provisions of the said Legislation or Order shall prevail.

B) Service Connection and Charges

1) Authority for Work

No changes, extensions, replacements, repairs, connections, or disconnections to, of, or from the Company's system shall be made except by the Company's duly authorized employees, agents, or contractors.

2) Installation Policy

Subject to IV B) 3) hereof, where the Company's main is adjacent to the Customer Premises, the Company will install, at no additional charge to the Customer, a service line from the main to a meter location selected by the Company, except that where the distance from the property-line crossed

by the service line to the entry-point or meter exceeds forty- six meters (150 feet), the Company may invoke and the Customer shall pay an excess distance charge. The Company reserves the right to conduct a feasibility study on each applicant or project and charge an applicable contribution in aid of construction for that Customer and/or any and all Customers in a project, which contribution shall be paid (or suitable arrangements made in lieu thereof to the satisfaction of the Company) prior to commencement of construction.

3) Right of Refusal to Install

The Company may refuse to install a service line if, in the Company's opinion, such installation is not reasonable and practical and would not furnish sufficient business to justify the construction and maintenance thereof, and neither acceptance of an application from nor any cash deposit from the Customer shall be construed as a commitment by the Company to install any service line.

4) Location of Service and Meter

The Company will designate the location of the service lines, meters, and regulators, and will determine the amount of space that must be left unobstructed for the installation and maintenance of such equipment.

5) Service Relocation and Alteration

Where the Customer requests, or where the Customer's conduct requires, that the meter, regulator and/or service line either enter the Premises at a point or follow a route different from that chosen by the Company or alters the existing configuration, it must conform to existing codes and regulations. The Company may charge and the Customer shall pay for all extra costs incurred for the installation or alteration in accordance with the Customer's request, or as made necessary by the Customer's conduct, provided that nothing herein obligates the Company to make the requested or required changes.

6) Meters Installed Within Premises

If the Company has designated an inside meter location, the meter will be installed as close to the service entry point as allowed by existing codes and regulations. Where the Customer desires a meter location

other than that chosen by the Company, it must conform to existing codes and regulations, and the Customer will be charged the cost of installing all piping in excess of the amount required by the Company's choice of location. All piping, and other equipment if any, between the main and the meter remains the property of the Company.

7) Additional Meters Installed Within Premises

Additional meters may be installed on request at the Customer's expense. The Company reserves the right to refuse installation of additional meters where such installation is not reasonably necessary for the Customer's purposes.

8) Access to Property

The Customer grants the Company full power, right, and liberty to enter the lands upon which the Premises are situated to break the surface and make necessary excavations for the purpose of locating, installing, repairing, replacing, maintaining, and inspecting all facilities on the said lands. The Company shall do as little damage and cause as little inconvenience as is reasonably possible in doing such work, and shall restore the property as nearly as is reasonably practical, to its former state provided at all times that the Company shall not be obligated to remove its pipelines or other equipment.

9) Commencement of Use of Gas

The Customer agrees to commence using gas on the Premises within six (6) months of the date of installation of the facilities. Failing to so commence, after the sixth month the Customer shall pay the Company's approved Basic Monthly Charge, or at the Company's option, shall pay the full cost of the installation and removal of services.

10) Timing of Installation

The Company reserves the right to determine the timing of the installation of service when by reason of weather, conditions of excavation, and/or other circumstances beyond its control, it is deemed inadvisable to install facilities.

11) Gratuities

Employees of the Company are expressly forbidden to solicit or accept any gratuities from the Customer.

C) Consumer Contributions in Aid Of Construction

1) Refundable Contributions

Where the Company deems anticipated revenue from the Customer insufficient to justify an extension of its distribution system, it may require the Customer to pay a contribution in aid of construction of the extension. The contribution will be refunded after the end of the fifth year under the following circumstances:

a) Full Refund: if, in the sole opinion of the Company, sufficient new Customers or loads are attached to the extension to make it economically feasible, a full refund of the original contribution will be made.

b) Partial Refund: if, in the sole opinion of the Company, new Customers or loads are attached to the extension, but total anticipated revenue from the extension is insufficient to prevent it from being a burden to the Company's other existing Customers, the additional loads will be considered in re-evaluating the original contribution and such re-evaluation may enable a refund to the original Customer to a maximum of the original contribution. Any portion of the refundable contribution not refunded at the end of five (5) years will become a non-refundable contribution.

c) Any refund that may be due to the Customer will first be applied to any outstanding amounts due to the Company by the Customer. Any remaining balance will be refunded to the Customer.

2) Non-Refundable Contributions

Where the Company deems that projected revenue from all potential added connections will be inadequate to prevent an undue burden on existing Customers, it may require the Customer to pay a non-refundable contribution in aid of construction of the extension.

D) Measurement Billing and Payment

1) Meters and Regulators

The Company shall install on the Customer's Premises, at a point to be selected by the Company, such meter(s), regulator(s), and/or other equipment as the Company deems necessary, which shall be and remain the property of the Company.

2) Testing Measurement Equipment

a) In the event that the Customer requests under the Electricity and Gas Inspection Act for the testing of the measurement equipment, and by such testing it is found that the measurement equipment is recording within the allowable tolerances as specified in the Regulations under the said Act, all previous readings shall be deemed to be correct and the Customer shall pay to the Company its charge for testing and changing the equipment. If the measurement equipment is found to be recording outside of allowable tolerances, the cost of testing and changing the meter will be borne by the Company and a correction in billing shall be made as set out in IV D) 4) hereof.

b) The accuracy of measuring equipment shall be verified by the Company at reasonable intervals, but shall not be required more frequently than once in any thirty-day period. In the event either party shall notify the other that it desires a special test of any measuring equipment the parties shall co-operate to secure a prompt verification of the accuracy of such equipment. The expense of any such special test shall be borne by the requesting party if the equipment tested is found to be in error by not more than 2%.

c) If, upon test, any measuring equipment is found to be in error by not more than 2%, then previous recordings of such equipment shall be considered accurate in computing deliveries of gas. However, the equipment shall be adjusted at once to read as accurately as possible.

d) If, for the period since the last preceding test, it is determined that

any measuring equipment is found to be inaccurate by an amount exceeding 2% for such period, then the previous readings of measurement equipment shall be corrected for any period during which the measuring equipment was known to be inaccurate. In such situations, corrections for billing purposes shall be in accordance with section IV D) 4).

3) Meter Reading

Meters shall be read with such frequency as the Company may decide. The Company shall have the right at any time to estimate Customer consumption and to render a bill based upon such estimated consumption. Should the number of consecutive estimated readings exceed five (5), the Company shall, subject to its ability to gain access to the Customer's Premises, read the meter. Notwithstanding the foregoing, the Company may, at its option, require the Customer to read the meter and report such reading in the manner specified by the Company.

4) Failure of Measurement Equipment to Register Properly

If the measurement equipment ceases to register properly, the quantity of gas used will be determined by the most appropriate method, as determined in the sole opinion of the Company. Such methods may include but not be limited to:

a) mathematical calculations and comparisons including prevailing ratio with a parallel meter,

b) the use of the Customer's check measuring equipment, and

c) the amount consumed during the corresponding period of the previous month(s) or year(s), giving due consideration to the weather, processing, and connected load, or

d) if no such information exists, the Company's best estimate, having regard to the circumstances.

A correction in billing shall be made for the period that the measurement equipment failed to register properly, not exceeding two (2) years

retroactive from the date of discovery.

5) Billing

a) **General**: Bills will be rendered monthly or by such other period as the Company may determine and the Customer shall pay rendered accounts by the due date specified on the bill. The Company shall assess, and the Customer shall pay, a late payment charge as specified in the rate schedule on all accounts remaining unpaid after the due date. The Company's records of the date of mailing or delivery of bills shall be conclusive evidence of the date of rendering. For purposes of computing monthly bills, "month" shall mean a billing period of approximately thirty (30) days. Bills computed for periods longer or shorter than one month in this context shall be prorated, including fixed charges such as the Basic Monthly Charge and the Monthly Demand Charge where applicable.

Where bills have been rendered, and it is subsequently determined that they have been incorrectly calculated for reasons other than Failure of Measurement Equipment to Register Properly, they shall be recalculated and submitted for payment by the Customer or Refund by the Company. In such situations the recalculations may be retroactive for a maximum period of six years. No penalty or interest shall be included on such rebilled amounts during the retroactive period. Interest charges and/or late payment charges may begin after the due date as specified on the bill when rendered for the corrected amounts.

b) Application of Payments/Credits to Electricity and Gas Accounts and Other Indebtedness: Where a Customer pays less than the full balance due on an account which is comprised of charges for the supply of natural gas and electricity including related late payment charges and/or an amount for items other than gas or electricity services and related late payment charges (the "Other Indebtedness"), or receives a credit on the account, in the absence of a specific direction from the Customer, such payment/credit shall be applied in the following order:

i. first to the oldest arrears. Where arrears are of equal

vintage, payments shall be applied pro rata to natural gas charges, including related late payment charges, electricity charges, including related late payment charges and to the Other Indebtedness, including related late payment charges;

ii. where there are payments/credits in excess of the amount required to pay the oldest arrears, payments/credits shall be next applied to the next oldest arrears (pro rata in accordance with subparagraph (i) if there is more than one service with arrears of equal vintage), and so on until all arrears are paid;

iii. if there are no other arrears, to current charges, pro rata.

6) Authorization to Disconnect Other Service and/or Install Load Limiting Devices

Where the Customer has an account comprised of charges for electricity and natural gas service, or is the recipient of both electricity and natural gas service at the same address but billed separately, the Customer authorizes the Company to request that Manitoba Hydro disconnect the electric service or alternately install a load limiting device on the electric service where the charges for natural gas service are in arrears and full payment or payment arrangements suitable to the Company have not been made. The installation and removal of the load limiting device and/or disconnection and reconnection of service shall be undertaken in accordance with the procedures as defined in the Gas and Combined Gas/Electric Services Disconnection and Reconnection Policy and Procedure as approved from time to time upon Order of the Board.

7) Guarantee Deposit

Applicants for service may, at the option of the Company, be required to provide a guarantee of payment in the form of a deposit, letter of credit, or other guarantee suitable to the Company. The amount of such guarantee shall not normally exceed the total of estimated billings to the Customer for the three (3) month period of maximum consumption. Guarantee amounts may be assessed at the discretion of the Company. The guarantee is security against any outstanding indebtedness of the Customer, and may, at the Company's discretion,

be held by the Company until the Customer discontinues the use of gas at the Premises and the contract is terminated, or the guarantee or part thereof may be applied from time to time against the outstanding indebtedness of the Customer and any amount so applied shall forthwith be paid to the Company by the Customer to replenish such guarantee. The amount of such guarantee is not transferable or assignable.

If the guarantee is provided by way of a deposit, the Company shall annually credit interest on the deposit at the Company's average short-term borrowing cost, as updated from time to time.

The deposit shall cease to draw interest at the earliest of; the date it is returned to the Customer, the date notice is sent to the Customer's last known address that the guarantee is no longer required, the date the deposit is applied against the outstanding indebtedness of the Customer, or the date when service is final billed.

In the event of termination of the contract between the Company and the Customer, such deposit plus accrued interest, less any amount owed to the Company, will be refunded.

8) Budget Billing Plan

The Company may, at its discretion, permit the Customer to pay fixed monthly installments on account of services and/or gas consumed or to be consumed by the Customer during all or any part of a period.

The Company shall fix the amount of the monthly installments on the basis that the installments to be paid shall total the sum which would be payable under the Company's rate schedule for the amount of gas or services which the Company estimates would be consumed on the Premises during the period in which the Customer is to pay such installments (herein called, "the budget period").

The Customer may terminate the Budget Billing Plan at any time by giving seven (7) days' prior notice of termination to the Company and the Company may terminate the Budget Billing Plan at any time in the event

that the Customer ceases to be a Customer, or if the Customer has not maintained payment of installments to the Company's satisfaction.

Upon the expiration of the budget period or its earlier termination as referred to above, the amount that would be payable to the Company by the Customer pursuant to the rate schedule for gas actually consumed from the beginning of the budget period to its end or earlier termination, shall be compared with the aggregate of the monthly installments actually paid by the Customer during such time, and if the amount payable exceeds the aggregate of the amounts actually paid, such excess shall be paid by the Customer to the Company, or if the amount actually paid exceeds the amount payable, such excess shall be paid or credited by the Company to the Customer.

The Company may, at any time, revise its estimate of a Customer's gas consumption, and accordingly, may increase or decrease the amount of monthly installments payable by the Customer. In addition, the monthly installments may be adjusted to reflect approved rate changes.

9) Returned Cheques

When a Customer's cheque is returned by banks or other financial institutions for any reason, a returned cheque charge will be assessed to the Customer. The amount of this charge will be as determined from time to time by the Company, subject to Board approval.

10) Taxes

The rates and charges referred to in these Terms and Conditions do not include taxes or other amounts which the Company may be required to collect from Customers.

11) Late Payment Charge

A late payment charge shall be charged on the dollar amount owing after each billing due date. The due date will be at least 14 days after the mailing of the bills.

12) Measurements

The volume and gross heating value of gas shall be determined as follows:

a) **Unit of Gas**: The unit of gas sold to or transported for the Customer shall be a volume of gas measured according to Boyle's Law for the measurement of gas under varying pressures and on the measurement basis set out in paragraph b) below. Where appropriate, proper corrections shall be made for the specific gravity and flowing temperatures of the gas and for deviation from Boyle's Law as provided in paragraph b) below.

b) **Determination of Volume**, for the purpose of measurement, the unit of volume shall be one Cubic Meter of gas at a temperature of 15.56 degrees Celsius and at a pressure of 101.560 kilopascals absolute. For the purpose of measurement of gas delivered by the Company the average absolute atmospheric (barometric) pressure at such delivery points shall be assumed to be constant during the term thereof, regardless of variations in actual barometric pressure from time to time, and shall be assumed to be the following for each delivery point within the applicable Manitoba Sales Districts and Zones (see Section I: Territory Served):

Zone	Average Absolute Atmospheric (Barometric) Pressure (PSIA)
1	14.30
2	14.18
3	14.05
4	13.87
5	13.69

c) **The gross heating value** of the gas per Cubic Meter at any delivery point shall be as determined by TransCanada PipeLines Limited ("TCPL").

d) **The flowing temperature** of the gas shall be, in the case of non-orifice measurement devices, in accordance with the recommendation of the equipment's manufacturer. Integrating devices for automatically

correcting volumes for flowing temperature may be used as the Company deems necessary.

e) **The specific gravity** of the gas delivered shall be as determined by TCPL.

f) **When gas is measured** by means of an orifice meter or meters, the factor for correction for deviation from Boyle's Law shall be computed in accordance with the American Gas Association's Tables published for that purpose together with amendments and supplements, using the daily arithmetic averages of temperatures, pressure, specific gravity, and a representative gas analysis as required by the tables. When gas is measured by means other than an orifice meter, the factor for correction for deviation from Boyle's Law shall be the square of the factor determined by following the above described method for use with orifice meters.

13) Determination of Monthly Billing Demand

The Monthly Billing Demand that will be used to calculate the Customer's Monthly Demand Charge shall be determined as follows:

a) **Monthly Billing Demand** will be the highest daily consumption, subject to sections V G) 3), V H) 7), VI D) 4), and VI E) 7), measured in Cubic Meters on any given day of the month, provided the month is a Winter Month, or in any Winter Month of the preceding eleven months. For Customers without twelve months of demand billing data, the Monthly Billing Demand may be estimated or otherwise specified by the Company.

b) **Exception**: During the months of November and March, the Company may (at its sole discretion) authorize certain Customers to use gas without invoking a higher Monthly Billing Demand. This flexibility will be available only to those Customers who do not regularly require significant volumes of gas in the Winter season, but whose non-winter requirements may extend into the Winter season for a short duration either at the start or at the end of the Winter season. Such flexibility may be provided at the sole discretion of

the Company.

E) Other Services

The Company may provide the following services:

a) Locate and mark at no direct charge, all Company owned underground plants on request to facilitate excavation or other construction.

b) Respond, at no charge, on a 24-hour emergency basis to reports of, explosion, fire, gas odour, leaks, fumes, over-pressure, overheating of natural gas space heating equipment or damaged plant, or any other service which, in the Company's opinion, is required for the maintenance and security of Company equipment.

c) Provide safety inspections, safety related adjustments and/or repairs to the natural gas burning portion of stoves, ranges, and all primary space and water heating residential and commercial appliances under 400,000 Btu/h (422 MJ/h). This includes, but is not limited to, repair of minor gas leaks, and the adjustment and replacement of controls and control parts performed by the Company where reasonably possible. The Small General Class Customer will be responsible for the cost of parts. All other Customers will be responsible for the cost of parts and labour.

d) Service to commercial or industrial equipment over 400,000 Btu/h (422 MJ/h) will not normally be undertaken. The Company will respond, however, to commercial emergencies where business might be adversely affected by prolonged interruption of service. The Customer will be responsible for the cost of parts and labour.

e) Provide customers or customers' agents with basic billing. Routine queries for which a response can be developed with the commitment of 30 minutes or less of staff time will be addressed at no charge. For more complex inquiries, which require more than 30 minutes staff time, the customer will be responsible for the cost of labour, which will be billed at the approved Company Labour Rate

(see Section XI, Company Labour Rate).

All “Other Services” provided by the Company to the Customer shall be charged to the Customer at rates in effect from time to time.

F) Equipment

1) Ownership of Equipment

The title to and ownership of all service lines, meters, regulators, attachments, and other Company equipment placed on the Customer’s Premises shall remain in the Company, with right of removal, and no charge shall be made by the Customer for use of Premises occupied thereby. This paragraph shall not apply to equipment sold directly to the Customer by the Company.

2) Measuring Station

The Company will install, maintain, and operate, at or near each delivery point, a measuring station properly equipped with a meter or meters and other necessary equipment for properly measuring the gas delivered.

Positive displacement and turbine meters together with auxiliary equipment shall be of a type approved for use by the Department of Consumer and Corporate Affairs, Standards Branch, pursuant to the Electricity and Gas Inspection Act (Canada). When positive displacement and turbine meters are used they shall be equipped with a counting device for indicating the actual volume of gas passing through the meter. A device for integrating the product of the volume of gas measured multiplied by the pressure and temperature corrections and indicating the volume of gas delivered may be used. If an integrating device is used, correction for the deviation from Boyle’s Law may be built into the device; otherwise such correction shall be applied to the volume of gas indicated at the Company’s sole discretion.

The Customer may install, maintain, and operate, at its own expense, such check measuring, pressure, or volume control equipment as desired, provided that such equipment shall be

installed and/or operated so as not to interfere with the operation of the Company's equipment.

3) Rights of Parties

The measuring equipment so installed by either party together with any building erected by it for such equipment, shall be and remain its property. However, the Company and the Customer shall have the right to have a representative present at the time of any installing, reading, cleaning, changing, repairing, inspecting, testing, calibrating, or adjusting done in connection with the other's equipment. The records from such equipment shall remain the property of their owner, but upon request each will submit to the other its records and charts, together with calculations therefrom, for inspection and verification, subject to return within ten days after receipt thereof.

4) Care Required

All installation of equipment applying to or affecting deliveries of gas shall be made in such manner as to permit an accurate determination of the quantity of gas delivered and ready verification of the accuracy of measurement. Care shall be exercised by both parties in the installation, maintenance, and operation of equipment so as to prevent any inaccuracy in the determination of the volume of gas delivered.

5) Preservation of Metering Records

The Company, and where the Customer has installed check equipment, the Customer, shall each preserve for a period of at least six years all test data, charts, and other similar records. Microfilms of the original documents shall be considered true records.

6) Protection of Company - Owned Equipment on Customer's Premises

a) Maintenance of service lines, meters, and regulators or any other Company-owned equipment shall be the responsibility of the Company. The Customer shall be responsible for all damage to equipment on the Premises except for deterioration from normal usage.

b) If the Customer undertakes to renovate, reconstruct, or modify the Premises in such a way as to render Company equipment non-compliant with any existing codes or regulations, the Company will make any corrections necessary to its equipment so that it conforms to the said codes and regulations and the Customer shall be responsible for the cost of such corrections.

7) Moving Meters

The Company may charge the Customer the cost of moving a meter from one location to another in the event such move is made at the request of the Customer.

8) Access to Premises

In cases of perceived emergency, or for reasons of safety, or if the premises are uninhabited, the Company is authorized to enter upon the Premises in the absence of the Customer and is authorized to use such force as may be necessary to obtain access to its equipment for inspection, disconnection, and repair. All such instances shall be reported to the local police authorities immediately by the Company.

9) Termination of Service

If the supply of gas is terminated for any reason, the Company may, but shall not be obligated to, remove any or all Company owned equipment. Where the equipment is not removed, the Company shall effectively seal it off in compliance with applicable codes, regulations, and industry practices.

10) Rental Equipment

The title to all equipment supplied by the Company under a Rental

Agreement and placed on the Customer's Premises shall remain with the Company with right of removal, and no charge shall be made by the Customer for use of Premises occupied thereby.

G) Discontinuance of Service

1) Requirement of Notice

If the Customer desires to discontinue the use of gas or to move from the Premises or in any way to terminate the contract, the Customer shall notify the Company of such intention and provide the Company with reasonable notice of discontinuance.

2) Reasons for Discontinuance

The Company reserves the right to temporarily or permanently discontinue the supply of and/or delivery of gas and/or to remove its property from the Customer's Premises, for any of the following reasons:

a) Failure, temporary or permanent, of the availability of gas;

b) Necessary repairs on any point on its system;

c) Non-payment by the Customer of any indebtedness to the Company when due;

d) Failure of the Customer to pay any guarantee deposit or increase thereof forthwith on demand;

e) Bankruptcy or insolvency of the Customer;

f) Use by the Customer of defective pipe, appliances, gas fittings, or installations contravening prescribed codes and regulations, or the demand by the Customer for the supplying of gas in such a manner as may, in the Company's opinion, be likely to lead to a dangerous situation;

g) Use of gas contrary to the terms of these Terms and Conditions

or to any explicit Contract made with the Customer;

h) Misrepresentation by the Customer in relation to the use of gas or the amount consumed;

i) Moving of Customer from the Premises;

j) Inability of the Company to gain admittance to the Premises to replace the meter as required, or read the meter for a period of six (6) consecutive months;

k) Termination in any manner of the contract of service;

l) Discontinuance of the use of gas on the Premises;

m) Fire, flood, explosion, or other emergency in order to safeguard persons or property against the possibility of injury or damage;

n) Theft of Company property, services, and/or gas.

3) Reconnect Fees

On each occasion when gas service is discontinued at the Customer's request or as a result of failure of the Customer to comply with these Terms and Conditions, and the Customer subsequently requests that service be resumed to the Customer at the same Premises, a reconnect fee may be charged in addition to the Customers Basic Monthly Charge (if applicable) and Monthly Demand Charge (if applicable) for the period of discontinued service. In the event that the meter and regulating equipment and/or service line are removed and replaced on the same Premises within five years of removal, the Company may charge a fee for resetting the meter, regulator and installation of the service line. Until such charges, together with any other indebtedness of the Customer to the Company are paid, the Company may, at its discretion, refuse to reconnect the service or to supply gas.

H) Rules For Transfer Of Customers Between Classes Or Services

The following rules shall apply with respect to any customer that may elect to make an eligible change between customer classes or between service offerings.

1) Transfers Between Sales and Transportation Service

Customers that are currently receiving Sales Service and that wish to contract for Transportation Service must make a written request to the Company. All requests for such transfer of Service must be made no later than March 15 in any given year. The Customer must execute a Transportation Service agreement with the Company no later than June 30 of the same year. All transfers between Sales and Transportation Services shall become effective no later than November 1 of each year.

2) Transfers Between Transportation and Sales Service

Customers that are currently receiving Transportation Service and that wish to contract for Sales Service must make a written request to the Company. All requests for such transfer of Service must be made no later than March 15 in any given year. The Customer must execute an agreement with the Company no later than June 30 of the same year. All transfers between Transportation Service and Sales Service shall become effective no later than November 1 of each year.

3) Transfers Between Interruptible Class and Firm Service Classes

Customers that are currently receiving Interruptible Service and that wish to be provided Firm Service must make a written request to the Company. All requests for such transfer of Service must be made no later than March 15 in any given year. The Customer must execute an agreement with the Company no later than June 30 of the same year. All transfers between Interruptible Service and the applicable Firm Service customer class shall become effective no later than November 1 of each year.

l) Responsibility Of Parties

1) Transfer of Risk, Title, and Possession

With the exception of Customer owned gas, title to the gas and all risk in respect thereto shall remain with the Company until the gas is delivered to the Customer at the Delivery Point, at which point title and risk shall pass to the Customer. The Company shall have the right to commingle gas delivered to it by or for a Customer with gas owned by the Company or others.

2) Damages to Equipment

The Customer shall be responsible for all damage to Company property on the Premises and agrees to notify the Company immediately of any damage occurring thereto, and shall pay the cost of any repairs to such Company property except where such damage or cost of repairs is attributable to normal usage.

3) Force Majeure

Notwithstanding any other term or condition contained within the Company's Schedule of Sales and Transportation Services and Rates or contracts for service, neither party shall be liable to the other for failure to carry out its obligations hereunder when such failure is caused by force majeure as hereunder defined. The term "force majeure" means civil disturbances, industrial disturbances (including strikes and lockouts), arrests and restraints of rulers or people, interruptions by government or court orders, present or future valid orders of any regulatory body having proper jurisdiction, acts of the public enemy, wars, riots, blockades, insurrections, failure or inability to secure materials, permits, or labour by reason of priority regulations or orders of government, serious epidemics, landslides, lightning, earthquakes, fires, storms, flood washouts, explosions, breakage or accident to machinery or lines of pipes or pipelines, temporary failure of gas supply, an act or omission (including failure to deliver gas) of a supplier of gas to the Company, or any other causes or circumstances to the extent that such cause or circumstance was beyond the control of and occurred without negligence on the part of the party prevented from carrying out its obligations by the act of force majeure. Any causes or contingencies which entitle a party to claim force

majeure shall not relieve it from liability in the event of its concurring negligence, or in the event of its failure to use due diligence to remedy the situation or remove the cause in an adequate manner and with all reasonable dispatch, nor shall such causes and contingencies affecting the performance of the obligations hereunder relieve either party from the obligations to make payments of amounts then due or thereafter accruing due hereunder. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party affected.

Provided always however, that when the Customers consumption or ability to consume is not affected, the Customer shall not be entitled to rely upon the aforesaid Force Majeure provisions.

4) Waste of Gas

The Customer shall use due care to prevent any waste of gas and will immediately notify the Company in case of failure or deficiency of supply or leakage of gas.

J) Consumer Equipment

1) Description of Installation

In those cases where the Company deems it necessary, the Customer shall present, in writing, complete specifications of equipment, loads, location plans, piping, regulators, and other data required.

2) Customer's Equipment

Gas piping, fixtures, and appliances on the Customer's Premises must be installed at the expense of the Customer or owner of the property.

The Company may delay the construction of an extension and/or service until the Customer has completed the piping and installation of equipment necessary to receive and use service.

V. Special Terms and Conditions: Transportation Service (T-Service)

A) A Transportation Service agreement setting out Customer specific information shall be established between the Company and the Customer for Transportation Service under the High Volume Firm Class, Mainline Class, or Interruptible Class, having a minimum term of one year. The agreement shall remain in effect for successive periods of one year, unless written notice of termination is given by either party to the other at least 90 days prior to the expiration of the agreement or any renewal thereof.

B) Subject to the conditions set out in subsection V. A) hereof, High Volume Firm Class, Mainline Class, or Interruptible Class customers may elect to receive Transportation Service where the customer's daily nomination equals or exceeds 200 GJ under normal operating conditions, excluding shut-downs for routine maintenance activities and holidays.

C) The T-Service Customer shall deliver to the Company at the designated Receipt Point(s) and the Company shall receive from the T-Service Customer and transport a volume of gas, as determined in accordance with subsection D) hereof, from said Receipt Point(s) to the designated Delivery Point(s).

D) The volume of gas delivered by the T-Service Customer and received and transported by the Company shall, on each day, equal the quantity of gas consumed by the Customer at its facility on such day as determined by the Company's measuring stations located at or near the Delivery Point, less the volume of Backstop Gas (if any) sold to the Customer by the Company on such day pursuant to subsection G) hereof.

E) The Company shall not be obligated to transport, in any one day, any gas in excess of the Daily Contract Demand designated for delivery to each designated Delivery Point for each type of service.

F) The T-Service Customer shall pay for all gas delivered by the T-Service Customer and received and transported by the Company at the T-Service Rates approved from time to time by the Board.

G) In the event that a T-Service Customer fails or anticipates failure to deliver the necessary volume of gas to the designated Receipt Point:

1) The T-Service Customer shall promptly notify the Company if the Customer has reason to believe that deliveries of gas by or for the Customer to the Company at the Receipt Point(s) will be impaired in whole or in part. At such time, the Customer shall indicate whether it will require gas from the Company and the volume required during such period of impairment. If the Company is unable to provide Backstop Gas as requested by the Customer, the Customer shall be obligated to restrict it's consumption to the volume of gas it can deliver into the system.

2) On any day when, as a result of impairment, the T-Service Customer requires gas from the Company, the Company may, subject to availability of supply, sell to the Customer such quantity of Backstop Gas as is agreed between the parties, and the Customer shall pay for any Backstop Gas the greater of:

   a) its pro-rata share of the total cost of Backstop gas purchased on behalf of T- Service customers by the Company, including all costs associated with purchasing and having that supply delivered to the Receipt Point. These charges are in addition to the normal T-Service Volumetric Charges; or

   b) the equivalent Sales Service Volumetric Rate.

   On such day, the Backstop Gas shall be deemed to be the first volumes delivered to the Customer.

3) Volumes delivered to the Customer as Backstop Gas shall be included in the determination of the Monthly Billing Demand.

H) The provisions of this paragraph shall only be applicable if service hereunder is pursuant to one of the Company's Interruptible Transportation services.

1) The Company may, at its sole option, on notice to the T-Service Customer, curtail or discontinue service hereunder down to the level of Firm Transportation Service (if any) to which the T-Service Customer is entitled. Upon receipt of notice by the Company, the Customer shall curtail its consumption of gas to the extent requested by the Company within two (2) hours of receipt of notice.

2) In recognition of the curtailable nature of Interruptible Service the Customer agrees, at their sole expense, to:

   a) Install, maintain and have ready to operate at all times a stand-by fuel source of sufficient size and capacity to satisfactorily replace the natural gas energy supply furnished by the Company, and to,

   b) Ensure that sufficient supplies of stand-by fuel are available at all times, and that the Customer has sufficient personnel resources available to operate the stand-by fuel system at any time upon notice from the Company, and to,

   c) Utilize the stand-by fuel source in the event that the Company gives notice to the Customer of a curtailment of service.

3) In recognition of the Customer's service as Interruptible Transportation Service furnished by the Company hereunder, the Company shall not be liable for damages to person or property resulting from curtailment of service, or the Customer's failure to provide adequate stand-by equipment and fuel, or to use such equipment properly and sufficiently.

4) In the event that the T-Service Customer fails to comply with any such notice of curtailment, then the Company may at its option:

   a) Physically discontinue Transportation Service hereunder during any period of curtailment; and/or

   b) Charge and collect from the Customer for all gas received and Transported hereunder during any such period at

the Unauthorized Over-Run Delivery Charge, or such lesser amount per m^3 as the Company, in its sole discretion, may decide upon; and/or

c) Charge and collect from the Customer the Firm T-Service Delivery rates for a 12 month period subsequent to the failure to interrupt. This provision shall not relieve the Customer from continuing to operate as, and meet all of the obligations of, an Interruptible Customer during this 12 month period. Continued failure to abide by the terms of Interruptible Service shall entitle the Company to return the Customer to Firm Transportation Service on a permanent basis.

5) The Company shall have the further right to curtail the transportation of gas hereunder without notice and without any liability whatsoever for any resultant damage to the Customer for any one or more of the following reasons:

a) Repairs to its distribution system; or

b) Transportation of gas being prevented or interrupted for any cause reasonably beyond the control of the Company; or

c) For breach by the Customer of any of the terms and conditions hereof.

6) With respect to each Delivery Point(s), the T-Service Customer shall be subject to a monthly bill equal to the Basic Monthly Charge, the applicable Monthly Demand Charge, and Volumetric Charges for volumes delivered.

7) Volumes taken by the Customer in contravention of curtailment notice shall be included in the determination of the Monthly Billing Demand.

l) Where the T-Service Customer is entitled to both Firm and Interruptible Transportation Service to a particular Delivery Point, the volume of gas transported by the Company to such Delivery Point on any day shall be

deemed to be transported firstly under Firm Service up to the level of Firm Daily Contract Demand, and secondly under Interruptible Service; provided, however, that if on any day, the Customer's Interruptible Service is curtailed, the gas under Firm Service shall be deemed to have been transported, up to the time of curtailment, at an even hourly flow at a rate equal to the Firm Daily Contract Demand, divided by 24.

J) The T-Service Customer shall notify the Company no later than 2:00 p.m. CCT on the day prior to delivery (except during periods when the Customer has advised the Company that no transportation service is required) of:

1) The Customer's forecasted gas consumption and the Customer's Nominated Volume on the TCPL Mainline for the following day.

Such Nominated Volume and forecasted consumption shall be deemed to remain in effect from day to day unless changed by the Customer and notice of such change is given to the Company at subsequent intraday nomination windows. If on any day in the event that the T-Service Customer's actual gas consumption for that day is to deviate from the forecasted gas consumption and Nominated Volume identified in J) 1. above the Customer shall notify the Company at the earliest opportunity of any such deviation, and the T- Service Customer shall make reasonable efforts to make the necessary forecast and nomination adjustments required with TCPL and the Company.

K) The T-Service Customer shall provide notice to the Company advising of the particulars of any authorized agent at law it has appointed to carry forth its obligations pursuant to the Transportation Service agreement identified in sub-section A.) hereof. Until further notice is provided by the T-Service Customer to the Company advising of any change to or termination of such agency appointment, the Company shall be entitled to rely upon any act or thing done, or document executed by the authorized agent pursuant to the Transportation Service agreement in the same manner and as though such act or thing had been done, or such document has been executed by the T-Service Customer. The T-Service Customer shall indemnify and hold the Company harmless against any and all claims relating to, arising out of or resulting from the actions of the authorized agent pursuant to the Transportation Service

agreement.

L) In the event that a Sales Service Customer elects to become a T-Service Customer, the Customer will indemnify and save the Company harmless against any costs incurred by the Company upstream of the Receipt Point for which the Company is unable to obtain relief. The Company reserves the right to determine the level of capacity that may be released to the Customer or his agent.

M) The T-Service Customer hereby releases the Company from the Company's obligation to supply gas (except in accordance herewith) to the Customer for so long as the Transportation Service Agreement remains in force. If the Customer wishes to recommence purchasing gas from the Company, the Customer acknowledges and agrees that it will be treated in the same manner as a new Customer applying for Sales Service and will be subject to the provisions in Section IV. H) 2. hereof regarding requests for transfer from Transportation Service to Sales Service.

N) If the T- Service Customer or its authorized agent causes delivery imbalances relating to the delivery of gas to the Company's distribution system, the Company may impose balancing fees on the Customer. Further detail on the T-Service balancing fee structure and tolerances are set out in Appendix C, attached.

VI. Special Terms And Conditions: Interruptible Sales Service And Interruptible Delivery Service

The provisions of this Section VI pertains to Interruptible Sales Customers (taking corresponding Interruptible Delivery Service) and Mainline Customers electing Interruptible Sales (in conjunction with Firm Delivery Service) provided by the Company.

A) A contract setting out Customer specific information shall be established between the Company and the Customer having a minimum term of one year. The agreement shall remain in effect for successive periods of one year, unless written notice of termination is given by either party to the other at least 90 days prior to the expiration of the agreement or any renewal thereof.

B) In recognition of the curtailable nature of Interruptible Service the Customer agrees, at their sole expense, to:

1) Install, maintain and have ready to operate at all times a stand-by fuel source of sufficient size and capacity to satisfactorily replace the natural gas energy supply furnished by the Company; and to,

2) Ensure that sufficient supplies of stand-by fuel are available at all times, and that the Customer has sufficient personnel resources available to operate the stand-by fuel system at any time upon notice from the Company; and to,

3) Utilize the stand-by fuel source in the event that the Company gives notice to the Customer of a curtailment of service.

C) Subject to subsection VI D) hereof, the Company shall sell and deliver to the Customer and the Customer shall purchase from the Company at the Delivery Point, natural gas for consumption by the Customer at its premises; provided that the Company shall not be obligated to sell or deliver to the Customer, on any one day, any gas in excess of the Interruptible Daily Contract Demand as specified in a separate agreement, or in any one hour, any gas in excess of the Maximum Hourly Flow.

D) In the event that the Company determines, in its sole discretion, that it cannot provide Interruptible Sales Service from its available supplies, the following provisions will apply:

1) If, prior to the commencement of any day or at any time during any day, the Company reasonably believes that it will, on that day, be curtailing Interruptible Sales and/or offering Alternate Supply gas at a price higher than the Company's Base Rate for Gas Commodity, it shall notify the Customer to this effect and of the pass-through cost of acquiring additional gas commodity and transportation to Manitoba of such Alternate Supply gas. The Customer may elect to purchase Alternate Supply gas on that day or decline service for that day, or portion thereof, and the Customer shall promptly notify the Company of its decision. If the Customer declines service for that day or portion thereof it shall cease consuming gas on such day or portion thereof.

2) If the Company is able to offer Alternate Supply gas to the Interruptible Customer at a price that is equal to or less than the Company's Base Rate for Gas Commodity, the Company may provide Alternate Supply service without notice to the Interruptible Customer, and the Customer shall pay the pass-through cost of acquiring additional gas commodity and transportation to Manitoba of that gas supply plus the Alternate Supply Service Delivery Rate.

3) If, on any day, the Customer elects to purchase the Alternate Supply gas, the Customer shall pay the pass-through cost of acquiring additional gas commodity and transportation to Manitoba of that gas supply plus the Alternate Supply Service Delivery Rate.

4) If, on any day, the Customer elects to purchase Alternate Supply the volumes delivered on that day shall not be included in the determination of the Monthly Billing Demand.

5) If, on any day, the Company is providing Alternate Supply Service and the Customer, having declined such service, continues to consume gas on that day, the Customer shall be subject to section E) 3) below.

E) The following provisions shall apply to the interruption of service under these Services:

1) The Company may, at its sole option, on notice to the Customer, curtail or discontinue service hereunder down to the level of firm service to which the Customer is entitled (if any). Such notice shall be made by telephone, electronic or other communication device, or in person, and the Customer shall curtail its consumption of gas to the extent requested by the Company within two (2) hours of the Company's issuance of the notice;

2) In recognition of the Customer's service as Interruptible Service furnished by the Company hereunder, the Company shall not be liable for damages to person or property resulting from curtailment of service, or the Customer's failure to provide adequate stand-by equipment and fuel, or to use such equipment properly and sufficiently;

3) In the event that the Customer shall fail to comply with any such notice of curtailment, then the Company may, at its option:

a) Physically discontinue service hereunder during such period of curtailment; or,

b) Charge and collect from the Customer for all Unauthorized Over-Run Gas delivered to the Customer during any such period at the Unauthorized Over-Run Gas Charge and/or Unauthorized Over-Run Delivery Charge, or such lesser amount per m^3 as the Company, in its sole discretion, may decide;

c) Charge and collect from the Interruptible Customer the High Volume Firm Service rates or other Firm Service rates as decided by the Company, for a 12 month period subsequent to the failure to interrupt. This provision shall not relieve the Customer from continuing to operate as, and meet all of the obligations of, an Interruptible Customer during this 12 month

period;

d) Continued failure to abide by the terms of Interruptible Service shall entitle the Company to reclassify the Customer to Firm Sales Service on a permanent basis;

e) Return the Customer to Firm Service on a permanent basis if in the sole discretion of the Company, the Customer does not provide evidence and proof of the installation, maintenance and/or capability to reliably provide a stand-by fuel source sufficient to satisfactorily replace the natural gas energy supply provided by the Company. The Company reserves the right to make such a determination and to advise the Customer of the effective date of any such return to Firm Service.

4) The Company shall have the further right, without notice to the Customer, to curtail service hereunder for any of the following reasons:

a) For repairs to its distribution system;

b) By reason of service hereunder being prevented or interrupted for any cause reasonably beyond the control of the Company; or 13

c) For breach by the Customer of any of the terms and conditions hereof;

5) With respect to each delivery point, the Customer shall pay a monthly bill equal to the Basic Monthly Charge, the applicable Monthly Demand Charge, and Volumetric Charges for any and all volumes delivered;

6) The Company shall not be liable for damages, costs, loss or expense, whether direct, consequential, or otherwise, to person or property, resulting from curtailment of service hereunder or the Customer's failure to provide adequate stand-by equipment and/or fuel, or to use such equipment properly and sufficiently.

7) Volumes taken by the Customer in contravention of curtailment shall be included in the determination of the Monthly Billing Demand.

F) The provisions of these “Special Terms and Conditions” may be superseded by any requirements contained in the Interruptible Service Contract as required in paragraph A) herein.

G) Where the Customer is entitled to both Firm and Interruptible Sales and/or Delivery Service hereunder to a particular Delivery Point, the volume of gas transported by the Company to such Delivery Point on any day shall be deemed to be transported firstly under Firm Service up to the level of Firm Daily Contract Demand as specified in a separate agreement, and secondly under Interruptible Service; provided, however, that if on any day, the Customer’s Interruptible Service is curtailed, the gas under Firm Service shall be deemed to have been transported, up to the time of curtailment, at an even hourly flow at a rate equal to the Firm Daily Contract Demand, divided by 24.

VII. Special Terms And Conditions: Western Transportation Service

A) Western Transportation Service provides for the transportation, storage, transmission, and distribution as appropriate, of Customer-owned Gas Commodity from AECO to the Customer's premises. The Company procures Non-AECO Supply to meet aggregate Sales Service demand, including Western Transportation Service.

B) An executed Western Transportation Service Agreement is required to take this service. Customers in all classes are eligible for this service.

1) The Customer must be represented by a Broker authorized by the Board to sell natural gas.

2) The Customer must sign an Agency Agreement to be represented by that Broker. The Agency Agreement must, at a minimum, appoint the Broker as the Customer's sole and exclusive Agent to contract for the Customer's Gas Commodity Supply, authorize the Broker to execute an Agreement for Western Transportation Service on behalf of the Customer, and where ABC Service is desired, authorize the Broker to execute an Agency Billing & Collection Agreement with the Company on behalf of the Customer. In the event that a Customer has signed multiple Agency Agreements with different Brokers, the Company shall accept the Broker firstly appointed by the Customer.

3) The Broker must sign and execute an Agreement for Western Transportation Service on behalf of the Customer and on its own behalf.

4) In the event that the Broker does not maintain Standard & Poor's BBB grade credit rating (or its equivalent of B++ or Baa) or better, ABC Service is mandatory.

5) Customers that wish to act as their own Broker must have estimated annual consumption of equal to or greater than 680,000 m^3 and must be authorized by the Board.

C) Participation in Western Transportation Service will commence on the first day

of each calendar month.

1) Brokers will submit enrollment applications on behalf of Customers. The Company will notify the Broker if a Customer enrollment application is unacceptable to the Company.

2) Enrollment applications must be submitted using a format acceptable to the Company, acting reasonably. Enrollment applications must include a field that clearly identifies the date that each Customer executed their respective Agency Agreements with the Broker.

3) The Company reserves the right to accumulate enrollment applications in such a manner as to efficiently process and administer the enrollment of customers onto this service. In the event that the Company elects to accumulate multiple applications from a Broker, it shall process those applications no less frequently than once each week.

4) Brokers may submit enrollment applications no earlier than 75 days prior to the requested date for commencement of service.

5) Enrollment applications must be received by the Company no less than 45 days prior to the requested date for commencement of service.

6) A Customer's participation in Western Transportation Service with one Broker must be terminated by that Broker before the Customer can participate in that Service with a different Broker.

7) The Company will send a confirmation letter to each Customer whose enrollment is acceptable to the Company.

D) Brokers who choose to participate in Western Transportation Service must do so through to the end of each Gas Year.

E) A Customer's enrollment in Western Transportation Service is subject to the following:

1) A Customer may return to the Company's Sales Service for Gas Commodity effective with the start of any calendar month, subject to the

Company's ability to provide Backstop Gas on a best efforts basis and the Customer's requirement to pay any and all incremental costs related to the Company's provision of that Backstop Gas.

2) The Company will provide Backstop Gas on a best-efforts basis to any Customer whose Western Transportation Service Agreement is terminated, through the end of the current calendar month, after which time the Customer may return to the Company's Sales Service for Gas Commodity in accordance with Article VII F) 1), or to Western Transportation Service.

3) A Customer may switch Brokers effective with the start of any calendar month, subject to the terms of their Agency Agreement.

4) A Customer may, through the enrollment process, switch between Western Transportation Service Agreements with the same Broker effective with the start of any calendar month.

F) The Broker is responsible for securing firm supply of Gas Commodity at AECO.

1) The firm supply at AECO must be adequate to meet the Maximum Daily Quantity established by the Company for Gas Commodity. The ability to supply the Maximum Daily Quantity at AECO must be maintained for every day that service is provided.

2) The Company may direct, dispatch or dispose of the firm supply in any manner it sees fit, consistent with prudent utility practice, and shall be entitled to pass good title in such gas.

3) The Company is not responsible for the cost of the firm supply at AECO, or for any financial or other performance penalties that may be associated with such firm supply.

G) The Company shall on each day nominate a quantity of Gas Commodity to be delivered on the next day by the Broker and accepted by the Company at AECO or at a designated point(s) of receipt acceptable to the Company in its sole discretion in accordance with the following terms:

1) Prior to any deliveries being made in accordance with the terms of this Service, the Broker shall provide the Company with the name, address, telephone number, facsimile number and e-mail address(es) of the Supplier[s], and the point[s] of receipt for deliveries. Such information shall be immediately updated as changes occur.

2) Where there are two or more Suppliers, the Broker shall indicate to the Company what percentage of total daily nominations is to be made to each supplier. Such information shall be immediately updated as changes occur.

3) The Company shall nominate by 12:00 noon Winnipeg time each day. The quantity that is nominated will be determined by the Company, taking into account the total gas requirements of the Broker (on behalf of the Broker's Customer(s)), its Maximum Daily Quantity, system operating conditions, the availability of transportation on TransCanada and nominations required under its system supply contracts and other gas purchase agreements under which the Company obtains gas. Such nomination may be changed from time to time during the Day, and the Broker shall promptly adjust its deliveries to accommodate such changes.

4) The Company will nominate directly to the Supplier. The Broker agrees to inform the Supplier in writing that all nominations made in accordance with this Service by the Company to the Supplier for the delivery of gas to the Company, shall be received by the Supplier as if made by the Broker, and that all gas delivered by the Supplier to the Company pursuant to such nominations shall be to the account of the Broker. If for any reason the Supplier is unwilling or unable to accept such nominations, the Company shall be entitled to make in its discretion such nominations directly to the Broker.

5) The Company will nominate the Broker's supplies in approximately the same proportion to the total gas requirements of the Broker (on behalf of the Broker's Customer(s)) as the Company's nominations of AECO Supply in relation to total requirements for the Company's Sales (including Western Transportation Service) Customers.

6) Unless otherwise agreed to by the Broker (on behalf of the Broker's Customer(s)), the maximum quantity of gas that the Company may

nominate on any day is the Maximum Daily Quantity.

7) The Broker shall immediately notify the Company if the anticipated quantity of gas to be consumed by the Broker's Customer(s) significantly changes for any reason.

8)

a) The Broker or its Supplier shall notify the Company as soon as possible, after receipt of the nomination, or change in nomination, if such nomination cannot be satisfied. In addition, the Broker shall notify the Company immediately upon becoming aware of any event that will alter or affect the deliveries of gas under this Service.

b) Notice provided in accordance with paragraph a) above does not relieve the Broker from their obligations hereunder.

9) All such confirmations or notifications shall be made by telephone, facsimile or e-mail, and if given orally, shall be effective only if they are confirmed the same day in writing by way of facsimile or e-mail.

10) Where a Supplier notifies the Company that nominations relating to more than one such Broker will not be wholly satisfied, the Company shall allocate the shortfall among such Brokers in accordance with the instructions of that Supplier. Where the Supplier does not provide such instructions to the Company, the Company shall allocate the shortfall among the Brokers in proportion to each Broker's respective share of the total nomination made by the Company to that Supplier.

11) If, with respect to any day, a nomination is not accepted or if for any other reason, the Broker fails to deliver any of the nominated gas, then the special provisions for Backstop Gas under Western Transportation Service shall apply.

H) A monthly Gas Loan Mechanism will provide for cash payments between the Company and each Broker for the value of the difference between Gas Commodity Delivered by a Broker and Gas Commodity Billed to that Broker's Customers. The Gas Loan will be reconciled for each Gas Year, within two

months following the end of that Gas Year,

1) The Gas Loan will be tracked separately for each Broker.

2) For each Broker, the Company will calculate the Quantity Difference between Gas Commodity Delivered and Gas Commodity Billed for each month.

   a) Gas Commodity Delivered in the month will be measured as the quantity of gas received from Brokers at AECO during the month.

   b) Gas Commodity Billed in the month will be measured as the quantity of Gas Commodity reported on bills issued by the Company to the Broker's Customers during that calendar month. Gas Commodity Billed in the month may include consumption in a prior period, in accordance with the Company's billing practices.

   c) Where Gas Commodity is measured in Gigajoules, the quantity of Gas Commodity in Cubic Meters will be determined using the Gross Heating Value as determined by TransCanada.

3) The Value of the Gas Loan for each month will be calculated as the Quantity Difference in each month multiplied by the Company's average unit cost of AECO Supply in storage inventory at the commencement of the gas year.

4) The Value of the Gas Loan shall be payable each month.

   a) If the quantity of Gas Commodity Delivered in a month exceeds the quantity of Gas Commodity Billed in that month, the Company shall pay the Value of the Gas Loan to the Broker.

   b) If the quantity of Gas Commodity Delivered in a month is less than the quantity of Gas Commodity Billed in that month, the Broker shall pay the Value of the Gas Loan to the Company.

   c) The Company will issue a statement for the amount payable by the Company or the Broker, as the case may be, on the 15th day of the

month following the month in which gas is delivered. If such day is not a Business day, such statement shall be issued on the first Business Day following such day.

d) Remittances will be due and payable on the 20th day of the month following the month in which gas is delivered. If such day is not a Business day, such amount shall be due and payable on the first Business day following such day.

5) Following the end of each Gas Year, the Company will perform a reconciliation on the Gas Loan.

a) The Annual Quantity Difference will be calculated by the Company as the sum of the differences between Gas Commodity Delivered and Gas Commodity Billed during the Gas Year, plus or minus any Annual Quantity Difference carried over from the prior Gas Year. A net under-delivered position will be reflected as a negative Annual Quantity Difference, and a net over-delivered position will be reflected as a positive Annual Quantity Difference.

b) For purposes of the annual reconciliation, the value of the gas loan security deposit remaining on account with the Company will be calculated as the sum of the monthly security deposits withheld from or repaid to brokers, plus the value of any Annual Quantity Differences carried over from the prior Gas Year.

c) At the conclusion of each Gas Year, Brokers can elect one of two options: the Annual Quantity Difference may either be carried over into the following Gas Year, or settled financially.

d) If Brokers elect to carry over the Annual Quantity Difference into the following Gas Year, that reconciliation is subject to the following conditions:

i. The annual financial reconciliation will consist of a final payment that completely offsets the remaining net value of the Security Deposits withheld from and repaid to Brokers throughout the Gas Year, plus a final payment equal to the value of the Annual Quantity Difference;

ii. The value of the Annual Quantity Difference carried over into the following year will be calculated by multiplying the Annual Quantity Difference for the current Gas Year being reconciled, by the Company's average unit cost of AECO Supply in storage inventory at the commencement of the Gas Year following the Gas year being reconciled;

iii. The Company will include the Annual Quantity Difference carried over from the prior Gas Year in the determination of the next Gas Year's annual supply requirements;

iv. The Company will nominate, and the Broker will deliver, appropriate quantities to satisfy current Gas Year consumption requirements as well as any Annual Quantity Difference (positive or negative) carried over from the prior Gas Year; and,

v. If, for any reason, the Broker will not be providing Gas Commodity in the following Gas Year, the Annual Quantity Difference will not be carried over into the following Gas Year, and the Broker will be required to settle the Annual Quantity Difference as described below in Sub-section (e).

e) If, for any reason, the Annual Quantity Difference will not be carried over into the following Gas Year, or if the broker will not be providing Gas Commodity in the following Gas Year, then;

i) The annual financial reconciliation will consist of a final payment that completely offsets the remaining net value of the Security Deposits withheld from and repaid to brokers throughout the Gas Year, plus a final payment equal to the Value of the Annual Quantity Difference; and,

ii) The value of the Annual Quantity Difference will be calculated by multiplying the Annual Quantity Difference for the Gas Year by the Company's average unit cost of AECO Supply in storage inventory at the commencement of the Gas Year being reconciled.

f) If the remaining Value of the Gas Loan indicates an overpayment by the Broker, the Company shall pay that amount to the Broker with the next scheduled monthly transaction following completion of the reconciliation calculations.

g) If the remaining Value of the Gas Loan indicates an underpayment by the Broker, the Broker shall pay that amount to the Company with the next scheduled monthly transaction following completion of the reconciliation calculations.

6) With respect to the Gas Loan Mechanism, no interest will be charged or credited by the Company for the Value of the Gas Loan, except for interest that will be calculated on late payments.

l) Billing and Payment

1) Sales Customers will be billed monthly for Transportation to Centra and Distribution to Customer at rates as approved by the Board from time to time. Transportation to Centra and Distribution to Customer rates will be combined in a single Delivery rate on customers' bills. The Delivery billed rate will include a rider to recover or refund the cost differential between the Company's AECO Supply and Non-AECO Supply costs. Bills will be issued on the regular billing cycle established by the Company. Subject to the provision of Agency Billing and Collection Service as noted later herein, unless the Broker signs an Agency Billing and Collection Agreement with the Company, the Broker shall be responsible for billing the Customer for Gas Commodity. Failure by the Customer who does not utilize the ABC service to pay that Broker's bill will not result in termination of service by the Company.

2) The Customer is responsible for all charges related to Western Transportation Service, including charges incurred by their Broker when acting as the agent for the Customer. Such charges include:

a) Gas supplies nominated by the Company at AECO, or at designated point(s) of receipt as acceptable to the Company in

its sole discretion, on behalf of the Customer.

b) Payments for gas loaned to the Broker by the Company under the Gas Loan Mechanism, including interest where applicable.

c) Payments for Backstop Gas provided to the Broker by the Company, including interest where applicable.

d) Reimbursement of any penalties or charges imposed on the Company as a result of the Broker's malfeasance or nonperformance.

e) Service fees charged to the Broker by the Company.

3) The liability of a Broker's Customers in relation to an obligation of their Broker shall be prorated by the Company among the Customers of that Broker, based upon the Company's determination of any relevant factors and circumstances. Each Customer's liability will be limited to its pro rata share, so determined.

4) Should the Broker fail to pay all of the amount of the Gas Loan Mechanism as herein provided when such an amount is due, interest shall accrue on the unpaid portion of the statement at a rate per annum equal to the Company's average short-term borrowing cost, as updated from time to time. If such failure to pay continues for ten days after such amount is due, the Company may use any financial security provided by the Broker to meet that obligation and may deduct and set-off such amounts from and against Gas Commodity revenues collected by the Company on behalf of the Broker under the ABC Service.

5) All remittances for the Gas Loan Mechanism will be accomplished via Electronic Funds Transfer. Remittances related to the Gas Loan Mechanism may be added to or netted against remittances related to ABC Service in order to accomplish a single transaction on the scheduled day in each month.

6) In the event an error is discovered in the amount billed for the Gas

Loan in any statement deemed to be rendered, such error shall be adjusted within thirty (30) days of the determination thereof, provided that such claim shall have been made within sixty (60) days from the date of discovery of the error.

a) Errors discovered within the same Gas Year will be included in the monthly Quantity Difference and Value of the Gas Loan during that Gas Year.

b) Errors discovered after the close of the Gas Year will be treated as an Annual Quantity Difference, subject to the same conditions as specified for the Gas Loan Mechanism.

J) Broker participation in Western Transportation Service is subject to the following:

1) Only Brokers licensed and registered to do business in the Province of Manitoba, and authorized by the Manitoba Public Utilities Board to operate as a Broker in Manitoba are eligible to participate;

2) The Agency Agreement creating a valid agency relationship between the Broker and the Customer must be retained as set out by the PUB in the Code of Conduct for Direct Purchase Transactions, as may be amended from time to time upon Order of the PUB;

3) The Agency Agreement must authorize the Broker to fulfill all requirements otherwise required to be met by the Customer under this Part VII Special Terms and Conditions: Western Transportation Service and be enforceable;

4) The Broker must execute a Western Transportation Service Agreement with the Company on behalf of the Customer;

5) Brokers must obtain, and maintain in good standing, firm supply contracts at AECO, or at designated point(s) of receipt as acceptable to the Company in its sole discretion, sufficient to meet the Maximum Daily Quantity requirements, and the allowed annual Gas Commodity requirements for each Customer as determined by the Company;

6) Representations and warranties, satisfactory to the Company, that the

Broker complies with the licensing requirements of the Board, including regulation relating to gas supply and transportation, as may be amended from time to time;

7) The Company may reject service elections from Brokers whose supply is not documented or confirmed to the Company's satisfaction;

8) The Company is not responsible for damages to the Customer should the Broker fail to perform; and

9)

a) The Broker must have a Standard & Poor's BBB grade credit rating (or its equivalent of either B++ or Baa) or better, or alternatively, or in addition to, a form of guarantee acceptable to the Company from a parent corporation with a Standard& Poor's BBB grade credit rating (or its equivalent of either B++ or Baa) or better, from a Canadian or United States credit rating agency recognized by the Company.

b) Alternatively, if the Broker is unable to meet the requirements set out in subparagraph 9 a) above, the Broker must provide credit support as reasonably determined and requested by the Company from time to time.

c) The Broker shall immediately notify the Company in writing in the event that such credit rating of either the Broker or its parent, whatever the case may be, falls below the aforementioned minimum credit standard.

K) The Company will remain the natural gas provider of last resort.

1) The Company will provide Backstop Gas on a best-efforts basis to Customers of Brokers whose registrations are revoked or whose Western Transportation Service Agreements are terminated.

2) Both the Customer and the Broker remain responsible for all obligations that arise by virtue of their participation in the Western Transportation Service, prior to the Customer's return to either the Company's Sales Service for Gas Commodity, or to Western Transportation Service with a

different Broker.

L) The Company will provide Backstop Gas in case of a failure of Broker supply on a best- efforts basis as follows:

1) If on any day, a nomination is not accepted or if for any other reason, the Broker fails to deliver gas to AECO, or at designated point(s) of receipt as acceptable to the Company in its sole discretion, then the Company shall use its best efforts to acquire gas to replace the failed supply with Backstop Gas.

2) In this event, the Company shall, in its discretion, charge the Broker and the Broker shall pay for all Backstop Gas acquired on its behalf at a rate which shall not exceed two times the incremental cost of the gas. The Broker and Customer acknowledge that this is not a penalty, but a reasonable pre-estimate of liquidated damages and organizational costs incurred by the Company.

3) If the Company is unable to acquire Backstop Gas then the Customer, on notice from the Company, shall immediately curtail the use of gas at its facility. Customers who continue to consume gas after notice from the Company will be subject to the Unauthorized Over-Run Gas Charge and the Unauthorized Over-Run Delivery Charge as defined in the Schedule of Sales and Transportation Services and Rates.

4) All obligations of the Broker and Customer to make up used but undelivered quantities of gas remain in place and other obligations and amounts due to the Company remain due and payable.

5) The Company shall report all instances where Backstop Gas is supplied, or requested but not supplied, to the Public Utilities Board.

M) Suspension And Termination

1) The Company may, without prejudice to its right of termination, suspend its obligations hereunder with respect to any Customer which itself or through its Broker falls into arrears in any payments required under this Service by

more than sixty (60) days, such suspension to last until payment is made to the Company of any outstanding amount. During such period of suspension, the Company shall, subject to its right to disconnect service to the Customer under the provisions of The Public Utilities Board Act, use its best efforts to acquire and sell gas to the Customer as Backstop Gas, with any alterations as may be necessary.

2) Except as otherwise provided in the Terms and Conditions of this Service, the Company may terminate its obligations if there is a material breach or default of any representation, warranty, or obligation of the Customer or Broker under the Terms and Conditions of this Service or any Western Transportation Service Agreement, which is not remedied within 10 days of the Company giving written notice of the breach or default to the Customer or Broker.

3) The Company may immediately terminate its obligations under this Service if one of the following events occurs:

   a) Performance by the Company of its obligations hereunder would be in contravention of any law or regulation or any order or decision of a regulatory body or governmental authority having jurisdiction; or

   b) The Broker shall be declared or adjudged bankrupt, or if an application is made in respect of the Broker under the Companies Creditors Arrangements Act (Canada), or if a liquidator, trustee in bankruptcy, custodian, receiver, receiver and manager, moderator or any other officer with similar powers shall be appointed in place of or for the Broker, or if the Broker shall commit any act of bankruptcy or institute proceedings to be adjudged bankrupt or insolvent or consents to the appointment or the institution of such proceedings or admits in writing to an inability to pay debts generally as they become due or becomes an insolvent person as such term is defined in the Bankruptcy and Insolvency Act (Canada); or if the Broker shall have liquidated, dissolved, wound up its affairs or otherwise ceased doing business.

4) In the event that the Company exercises its rights of termination under paragraph 2 or 3 of these provisions, the Company shall concurrently with the

termination, or as soon as reasonably possible thereafter, give written notice to the Customer of the termination.

5) In the event that this Service or the Agreement under which it is provided is terminated, all outstanding obligations incurred under this Service by the Company, the Broker and/or the Customer which arise by virtue of the Broker's or the Customer's participation in this Service prior to such termination remain in full force and effect. The Company and the Broker shall have the right to withhold any payments due to the other party until its obligations accruing from the terminating Customer are met. As between the Company and the Broker, each shall have the right to set off any payments due to it by virtue of the Termination of the WTS Agreement against amounts owing to the other pursuant to any Western Transportation Service/Agency Billing and Collection Agreement, or the Gas Loan Mechanism operated thereunder.

6) No waiver by either party or any default by the other party under this Service shall operate as a waiver of any future default, whether of a like or different nature.

VIII. Special Terms and Conditions: Agency Billing and Collection Service (ABC Service)

A) ABC Service allows a Broker to assign to the Company the right to render bills to Western Transportation Service Customers in respect of the amount payable by the Customers to the Broker for Gas Commodity, and to collect from Western Transportation Service Customers the amounts so billed. The Company will provide a single bill to Customers that includes charges for volumes consumed by the Customer as Gas Commodity, as well as the Company's charges for services provided by the Company.

1) In the event that the Broker does not maintain Standard & Poor's BBB grade credit rating (or its equivalent of B++ or Baa) or better, ABC Service is mandatory.

2) The Broker must sign an ABC Service Agreement with the Company in order to receive this Service.

3) Provision of this Service in no way makes the Company liable for any obligation incurred by a Broker.

4) The Company will be entitled to deal with Gas Commodity charges collected from Western Transportation Service Customers in the same manner as it deals with its own funds. These funds shall not, at any time, be construed to be trust funds.

B) The Broker will provide to the Company the Broker's Gas Commodity Price to be charged to the Broker's Customers.

1) The Broker's Gas Commodity Price must be expressed in dollars per Cubic Meter of Gas Commodity consumed by the Broker's Customers.

2) The Broker's Gas Commodity Price for Customers may be changed effective with the beginning of each calendar month.

3) Changes to the Broker's Gas Commodity Price must be provided to the Company 45 days prior to the effective date of such change.

C) Brokers may enroll Customers in ABC Service at the same time the Customers are enrolled in Western Transportation Service. Enrollment in ABC Service will automatically end when Western Transportation Service is terminated by the Customer, the Broker or the Company.

1) Brokers must group Customers such that all Customers in the Group are charged the same Broker's Gas Commodity Price.

2) Changes in enrollment for ABC Service may be requested using the enrollment process for Western Transportation Service. The Company will inform the Broker whether it can accommodate the change in enrollment.

3) The Company will bill the Customer for gas sold by the Broker to the Customer. A tariff of $0.25 per customer per month will be paid by the Broker to the Company for the provision of this service.

D) Bills to any Customer will be issued according to the Company's billing cycle applicable to that Customer.

1) The Company will include the Broker's charges for Gas Commodity on every bill for natural gas service which the Company renders to the Customer.

2) The Company will calculate the Broker's charges for Gas Commodity in the same manner as it calculates its own Charges for Gas Commodity, including the provisions for pro-ration of price changes during billing periods.

3) The Customer will make a remittance to the Company based on the total amount of charges on the bill.

4) The Company will be responsible for collecting the total amount of charges on the bill.

5) Payments made by Customers to the Company pursuant to bills rendered by the Company shall be made without any right of deduction or set-off and regardless of any rights the Customers may have against the Broker.

6) Nonpayment of any amounts designated as Gas Commodity charges on the

bill shall entitle the Company to the same recourse as non-payment of the Company's charges, and may result in termination of service by the Company.

7) The Company's late payment charges to Customers will apply equally to Gas Commodity charges and other charges contained on the bill. No portion of these late payment charges will be remitted to the Broker.

E) The Company will remit to the Broker an amount equivalent to the Broker's charges for Gas Commodity subject to the Company's right to deduct and set off any amounts owing to the Company by the Broker. Remittance shall be made by the Company to the Broker for a calendar month on or before the 20th day of the month following such calendar month. If such day is not a Business Day, such amount shall be due and payable on the first Business Day following such day.

1) Remittances will be based on the total Broker's charges for Gas Commodity billed by the Company to the Broker's Customers in that calendar month. The remittance payable by the Company to the Broker for any calendar month will be calculated as the sum of total Broker charges for Gas Commodity and any amounts payable for that month by the Company to the Broker under the Gas Loan Mechanism, less any amounts payable by the Broker to the Company, including but not limited to payments required pursuant to the Gas Loan Mechanism.

2) Where the amounts to be deducted under subparagraph (1) are greater than the sum of Gas Commodity charges billed to the Broker's Customers and Gas Loan payments due from the Company to the Broker, the Company will invoice the Broker for the net amount to be paid by the Broker to the Company. Remittance shall be made by the Broker to the Company for a calendar month on or before the 20th day of the month following such calendar month. If such day is not a Business Day, such amount shall be due and payable on the first Business Day following such day.

3) Remittance under ABC Service will be made regardless of the payment status on the Customer's bill.

4) Remittance shall be made via electronic funds transfer.

5) The Company will issue a statement of the Gas Commodity charges billed to the Broker's Customers on the 15th day of the month following the month in which gas is delivered. If such day is not a Business day, such statement shall be issued on the first Business Day following such day.

6) Any amount to be remitted hereunder and not remitted on or before the date on which it is due (the "due date") shall thereafter bear interest at an annual rate equal to the cost of the Company's average short-term borrowing cost, as updated from time to time.

7) Any taxes (other than the Company's income taxes) and other charges which may become payable on or in respect of any Billing Service Fee payable by the Broker hereunder shall be borne and paid by the Broker.

8) Nothing contained in these Special Terms and Conditions of Agency Billing and Collection Service shall operate to assign to the Company or require the Company to bill or collect or remit, any amounts payable as between the Customer and the Broker, save and except such charges for Gas Commodity as the Company shall calculate hereunder using the Broker's Gas Commodity Price effective pursuant to this Service.

9) The Company may terminate service under this Service for reasons other than Customer non-payment if the Broker shall be declared or adjudged bankrupt, or if an application is made in respect of the Broker under the Companies Creditors Arrangements Act (Canada), or if a liquidator, trustee in bankruptcy, custodian, receiver, receiver and manager, moderator or any other officer with similar powers shall be appointed in place of or for the Broker, or if the Broker shall commit any act of bankruptcy or institute proceedings to be adjudged bankrupt or insolvent or consents to sue, appointment or the institution of such proceedings or admits in writing to an inability to pay debts generally as they become due or becomes an insolvent person as such term is defined in the Bankruptcy and Insolvency Act (Canada); or if the Broker shall have liquidated, dissolved, wound up its affairs or otherwise ceased doing business. In addition, the Company may immediately terminate this Service in the event of a breach of the Agency Billing and Collection Service Agreement that is not remedied within ten (10) days of the notice of such breach being provided. Notwithstanding the

termination of ABC Service, each party shall continue to be liable to pay, on the terms herein specified, any amount accrued or accruing due by such party to the other at the time of termination, regardless of when such amount becomes payable.

IX. Rate Schedules (Base Rates Only – No Riders)

Please see pages 1 and 2 of Appendix A as attached.

X. Rate Schedules – Annual Rates (Base Rates Plus Riders)

Please see pages 3 and 4 of Appendix A as attached.

XI. Miscellaneous Charges for Service

ABC Service Fee

$0.25 per customer per month

Company Labour Rates:

Please see Appendix B as attached.

Damage to Company Equipment:

Materials, labour, equipment and cost of gas, including Damage Investigation and Damage Repair and the cost of all Appliance Relights necessitated by the damage or the repair thereof, as set out in Appendix B, Attached.

Equipment Rental Rate:

Various rates depending on equipment and customer class.

Furnace Safety Check:

The charge for a safety check and tune-up of a natural gas furnace will be $50. There is no charge for the Company to investigate a situation involving the potential leakage of gas.

Inspection/Reinspection Fees:

Inspection or reinspection of a single replacement or additional residential appliance will be $35.00. All other inspections or reinspections (minimum charge of 1 hour) will be $55.00 per hour.

Late Payment Charge:

A late payment charge of 1 ¼% per month shall be charged on the dollar amount owing after each billing due date. The due date will be at least 14 days after the

mailing of the bills.

Materials:

Manufacturer's listed price plus freight and taxes.

Meter Relocations:

Various rates depending on size of meter.

Meter Test:

When a Customer requests a test for the meter, the charge will be $110 for a Residential Meter or $220 for a Commercial Meter. This charge includes the cost of the test performed, and the removal and replacement of the natural gas meter.

Unauthorized Over-Run Delivery Charge:

For delivery service taken in contravention of the Company's notice of curtailment, the applicable Unauthorized Over-Run Delivery Charge shall be equal to the greater of: firm LGS volumetric rate for Transportation to Centra and Distribution to Customer Service, or; a pro rata share with any other Customers in contravention of the Company's notice of curtailment of any incremental costs incurred directly or indirectly as a result of such contravention.

Unauthorized Over-Run Gas Charge:

For Unauthorized Over-Run Gas taken in contravention of any conditions set forth in these terms and conditions of service, the Company may charge the applicable delivery charge, plus the greater of either:

a) 1.5 times the settled maximum daily NGX AB-NIT Same Day Index (High) as reported in the Canadian Gas Price Reporter (CGPR) during the time period that the Customer was curtailed, or
b) the natural gas rate in dollars per cubic metre equivalent to 1.5 times the maximum daily terminal unbranded rack price for Furnace Fuel Oil in dollars per litre that was reported in Winnipeg during the time period that the Customer was curtailed, or
c) the cost to the Company of obtaining replacement gas for delivery to the designated receipt point on that day.

Reconnect Fees:

On each occasion when gas service is discontinued and subsequently resumed

to the same Consumer at the same Premises, a reconnect fee will be charged in addition to: (a) the Basic Monthly Charge, except where a customer is disconnected in accordance with Section IV G) 2) of the Terms and Conditions of Service; and (b) the Demand Charge (if applicable) for the period of disconnection. For purposes of establishing the Monthly Demand Charge, the Demand Charge billed during the last month that service was provided will apply.

Where a service reconnection takes place during regular business hours, a reconnect fee of $70 (plus GST) shall be charged. Where a service reconnection takes place outside of regular working hours a reconnect fee of $100 (plus GST) shall be charged.

In the event that the meter, regulation equipment and/or service line are removed and replaced on the same Premises within five years of removal, the Company may charge an additional fee equal to the cost of resetting the meter and regulator and installation of the new service line.

Returned Cheque Charge:

When a Consumer's cheque is returned by banks or other financial institutions for reasons beyond the control of the Company, a returned cheque charge of $20.00 will be assessed to the Customer.

Security Deposits:

Three highest months consumption to a maximum of $225.

Temporary Disconnection:

In situations where a Premise is renovated, demolished or altered such that temporary removal of the Company's equipment is required, the Company may charge a cost based fee for re-establishing the natural gas service.

Service Relocations and Alterations

Where a customer requests, or where the customer's conduct requires, that an existing meter, regulator and/or service line be altered or relocated (so that it follows a different route from that chosen by the Company when it was initially installed or alters the existing configuration), the Company may require and the Customer shall pay all costs associated with the alteration or relocation, including

the material, labour, and equipment required to perform the alteration or relocation.

Yard Services:

Materials plus 40% plus labour.

CENTRA GAS MANITOBA INC.
FIRM SALES AND DELIVERY SERVICES
RATES SCHEDULES (BASE RATES ONLY - NO RIDERS)

Territory: Entire natural gas service area of Company, including all zones

Availability:
SGC: For gas supplied through one domestic-sized meter.
LGC: For gas delivered through one meter at annual volumes less than 680,000 m³
HVF: For gas delivered through one meter at annual volumes greater than 680,000 m³
MLC: For gas delivered through one meter to customers served from the Transmission system
Special Contract: For gas delivered under the terms of a Special Contract with the Company
Power Station: For gas delivered under the terms of a Special Contract with the Company

Rates:

	Sales Service				T-Service
	Gas Commodity	Transportation to Centra 1	Distribution to Customer 2	Delivery [1] 1+2	Distribution to Customer (Delivery[2])
Basic Monthly Charge: ($/month)					
Small General Class (SGC)	N/A	N/A	$14.75	N/A	N/A
Large General Class (LGC)	N/A	N/A	$85.00	N/A	N/A
High Volume Firm (HVF)	N/A	N/A	$1,380.09	N/A	$1,380.09
Main Line Class (MLC)	N/A	N/A	$1,374.87	N/A	$1,374.87
Special Contract	N/A	N/A	N/A	N/A	$92,560.09
Power Station	N/A	N/A	N/A	N/A	$74,219.97
Monthly Demand Charge ($/m³ /month)					
High Volume Firm Class (HVF)	N/A	$0.2597	$0.2982	$0.5579	$0.2982
Main Line Class (MLC)	N/A	$0.2541	$0.2383	$0.4924	$0.2383
Special Contract	N/A	N/A	N/A	N/A	N/A
Power Station	N/A	N/A	N/A	N/A	$0.0000
Commodity Volumetric Charge: ($/m³)					
Small General Class (SGC)	$0.0764	$0.0462	$0.1145	$0.1607	N/A
Large General Class (LGC)	$0.0764	$0.0445	$0.0654	$0.1099	N/A
High Volume Firm (HVF)	$0.0764	$0.0104	$0.0124	$0.0228	$0.0124
Main Line Class (MLC)	$0.0764	$0.0030	$0.0036	$0.0066	$0.0036
Special Contract	N/A	N/A	N/A	N/A	$0.0001
Power Station	N/A	N/A	N/A	N/A	$0.0030

[1] Delivery Rate (Sales Service) represents combined Transportation to Centra and Distribution to Customers Rates
[2] Delivery Rate (T-Service) equals to Distribution Rate

Minimum Monthly Bill: Equal to the Basic Monthly Charge as described above, plus Demand Charge as appropriate.

Effective: Rates to be charged for all billings based on gas consumed on and after November 1, 2026

CENTRA GAS MANITOBA INC.
INTERRUPTIBLE SALES AND DELIVERY SERVICES
RATES SCHEDULES (BASE RATES ONLY - NO RIDERS)

Territory: Entire natural gas service area of Company, including all zones

Availability: For any consumer at one location whose annual natural gas requirements equal or exceed 680,000 m³ and who contracts for such service for a minimum of one year, or who received Interruptible Service continuously since December 31, 1996. Service under this rate shall be limited to the extent that the Company considers it has available natural gas supplies and/or capacity to provide delivery service.

Rates:

	Sales Service				T-Service
	Gas Commodity	Transportation to Centra 1	Distribution to Customer 2	Delivery [1] 1+2	Distribution to Customer (Delivery[2])
Basic Monthly Charge: ($/month)					
Interruptible Service	N/A	N/A	$1,490.40	N/A	$1,490.40
Mainline Interruptible (with firm delivery)	N/A	N/A	$1,374.87	N/A	$1,374.87
Monthly Demand Charge ($/m³ /month)					
Interruptible Service	N/A	$0.0785	$0.2536	$0.3321	$0.2536
Mainline Interruptible (with firm delivery)	N/A	$0.1208	$0.2383	$0.3591	$0.2383
Commodity Volumetric Charge: ($/m³)					
Interruptible Service	$0.0764	$0.0063	$0.0141	$0.0204	$0.0141
Mainline Interruptible (with firm delivery)	$0.0764	$0.0032	$0.0036	$0.0068	$0.0036

Alternate Supply Service:

Gas Supply (Interruptible Sales and Mainline Interruptible)	Negotiated Cost of Gas
Delivery - Interruptible Class	$0.0141
Delivery - Mainline Interruptible Class	$0.0036

[1] Delivery Rate (Sales Service) represents combined Transportation to Centra and Distribution to Customers Rates
[2] Delivery Rate (T-Service) equals to Distribution Rate

Minimum Monthly Bill: Equal to Basic Monthly Charge as described above, plus Demand charges as appropriate.

Effective: Rates to be charged for all billings based on gas consumed on and after November 1, 2026

CENTRA GAS MANITOBA INC.
FIRM SALES AND DELIVERY SERVICES
RATES SCHEDULES (BASE RATES PLUS RIDERS)

Territory: Entire natural gas service area of Company, including all zones

Availability:

SGC: For gas supplied through one domestic-sized meter.
LGC: For gas delivered through one meter at annual volumes less than 680,000 m³
HVF: For gas delivered to natural gas distribution cooperatives
MLC: For gas delivered through one meter to customers served from the Transmission system
Special Contract: For gas delivered under the terms of a Special Contract with the Company
Power Station: For gas delivered under the terms of a Special Contract with the Company

Rates:

	Sales Service				T-Service
	Gas Commodity	Transportation to Centra	Distribution to Customer	Delivery [1)]	Distribution to Customer (Delivery[2])
		1	2	1+2	
Basic Monthly Charge: ($/month)					
Small General Class (SGC)	N/A	N/A	$14.75	N/A	N/A
Large General Class (LGC)	N/A	N/A	$85.00	N/A	N/A
High Volume Firm (HVF)	N/A	N/A	$1,380.09	N/A	$1,380.09
Main Line Class (MLC)	N/A	N/A	$1,374.87	N/A	$1,374.87
Special Contract	N/A	N/A	N/A	N/A	$92,560.09
Power Station	N/A	N/A	N/A	N/A	$74,219.97
Monthly Demand Charge ($/m³ /month)					
High Volume Firm Class (HVF)	N/A	$0.2916	$0.2985	$0.5901	$0.2985
Main Line Class (MLC)	N/A	$0.2031	$0.2383	$0.4414	$0.2383
Special Contract	N/A	N/A	N/A	N/A	N/A
Power Station	N/A	N/A	N/A	N/A	$0.0000
Commodity Volumetric Charge: ($/m³)					
Small General Class (SGC)[2]	$0.0588	$0.0322	$0.1249	$0.1571	N/A
Large General Class (LGC)	$0.0588	$0.0290	$0.0759	$0.1049	N/A
High Volume Firm (HVF)	$0.0588	-$0.0018	$0.0230	$0.0212	$0.0119
Main Line Class (MLC)	$0.0588	$0.0028	$0.0140	$0.0168	$0.0029
Special Contract	N/A	N/A	N/A	N/A	$0.0001
Power Station	N/A	N/A	N/A	N/A	$0.0030

[1] Delivery Rate (Sales Service) represents combined Transportation to Centra and Distribution to Customers Rates
[2] Delivery Rate (T-Service) equals to Distribution Rate

Minimum Monthly Bill: Equal to the Basic Monthly Charge as described above, plus Demand Charge as appropriate.

Effective: Rates to be charged for all billings based on gas consumed on and after November 1, 2026

Approved by Board Order: 150/26
Effective from: November 1, 2026
Date Implemented: November 1, 2026

Supersedes Board Order: 111/26
Supersedes: August 1, 2026

CENTRA GAS MANITOBA INC.
INTERRUPTIBLE SALES AND DELIVERY SERVICES
RATES SCHEDULES (BASE RATES PLUS RIDERS)

Territory: Entire natural gas service area of Company, including all zones

Availability: For any consumer at one location whose annual natural gas requirements equal or exceed 680,000 m³ and who contracts for such service for a minimum of one year, or who received Interruptible Service continuously since December 31, 1996. Service under this rate shall be limited to the extent that the Company considers it has available natural gas supplies and/or capacity to provide delivery service.

Rates:

	Sales Service				T-Service
	Gas Commodity	Transportation to Centra 1	Distribution to Customer 2	Delivery [1] 1+2	Distribution to Customer (Delivery[2])
Basic Monthly Charge: ($/month)					
Interruptible Service	N/A	N/A	$1,490.40	N/A	$1,490.40
Mainline Interruptible (with firm delivery)	N/A	N/A	$1,374.87	N/A	$1,374.87
Monthly Demand Charge ($/m³ /month)					
Interruptible Service	N/A	$0.0694	$0.2539	$0.3234	$0.2539
Mainline Interruptible (with firm delivery)	N/A	$0.1117	$0.2383	$0.3500	$0.2383
Commodity Volumetric Charge: ($/m³)					
Interruptible Service	$0.0588	$0.0014	$0.0220	$0.0234	$0.0109
Mainline Interruptible (with firm delivery)	$0.0588	-$0.0017	$0.0140	$0.0123	$0.0029

Alternate Supply Service:

Gas Supply (Interruptible Sales and Mainline Interruptible)	Negotiated Cost of Gas
Delivery - Interruptible Class	$0.0141
Delivery - Mainline Interruptible Class	$0.0036

[1] Delivery Rate (Sales Service) represents combined Transportation to Centra and Distribution to Customers Rates
[2] Delivery Rate (T-Service) equals to Distribution Rate

Minimum Monthly Bill: Equal to Basic Monthly Charge as described above, plus Demand charges as appropriate.

Effective: Rates to be charged for all billings based on gas consumed on and after November 1, 2026

Appendix B - Schedule of Sales and Transportation Services and Rates

Company Labour Rates Effective November 1, 2025

Service Type	Location	Regular Hourly Rate	Overtime Hourly Rate
Service Line Alterations	All Areas	$152.00	$212.00
Damage Repairs	All Areas	$152.00	$212.00
Damage Investigation	All Areas	$171.00	$240.00
Appliance Relights	All Areas	$152.00	$212.00
Metering Services	All Areas	$160.00	$225.00
"As Built" Plans	All Areas	$144.00	$202.00

Approved by PUB Order No.: **138/25**
Date of Board Order: **October 30, 2025**

Transportation Service Balancing Fee Structure

	Level of Imbalance	Balancing Fee
Daily Fee	Less than 2%	0
Tier 1	2% up to 4%	0.2 times FTD, **times 50%**
Tier 2	4% up to 8%	0.5 times FTD, **times 50%**
Tier 3	8% up to 10%	0.75 times FTD, **times 50%**
Tier 4	10% or Greater	1.0 times FTD, **times 50%**
Cumulative Fee	Less than 4%	0
Tier 1	4% up to 6%	0.15 times FTD, **times 50%**
Tier 2	6% of Greater	0.25 times FTD, **times 50%**
Where, FTD (FT daily demand charge) is the approved Canada Energy Regulator reference toll for calculating all TCPL Mainline balancing fee		

Transportation Service customers are afforded daily balancing tolerance of 14% of their average daily consumption over the prior 12 months, capped by minimum and maximum daily tolerances of +/- 100 GJ and +/- 1,000 GJ respectively. Cumulative balancing tolerance is twice the daily tolerance. Tolerances will be recalculated in advance of each gas year, based on consumption from October 1 to September 30, and will be communicated to customers by mid-October each year.

Approved by PUB Order No.: 138/25
Date of Board Order: October 30, 2025