

**1. Definitions**

The uppercase terms used herein shall have the same meanings as are ascribed to the corresponding terms in the General Terms and Conditions, unless otherwise defined herein.

**2. Description of Service**

Subject to the terms and conditions herein, this Service Specification provides the Customer with the ability to transport Gas from an interconnecting pipeline (Point of Receipt) to another interconnecting pipeline or points of consumption (Point of Delivery). This Service is available on a Firm Service basis.

**3. Service Availability**

Any Shipper shall be eligible to receive Service pursuant to this Service Specification provided that Shipper:

- (a) has executed a MIPL(C) L Service Agreement and a MIPL(C) L Contract for Firm Service with MIPL(C)L; or, has obtained an Order of the NEB, pursuant to subsection 71(2) of the *National Energy Board Act* as amended from time to time (“71(2) Order”), requiring MIPL(C)L to transport Gas for Shipper subject to the provisions of this Service Specification and to the terms and conditions contained in the 71(2) Order;
- (b) has pipeline facilities interconnecting with MIPL(C)L’s facilities at the Point of Receipt and at the Point of Delivery specified in the MIPL(C) L Contract, or has provided MIPL(C)L with adequate assurances that arrangements have been made to have an authorized Gas distribution or transmission company act as Shipper’s agent in delivering or receiving from MIPL(C)L the Gas to be received or delivered pursuant to this Service Specification; and
- (c) has provided MIPL(C)L with financial assurances as required by MIPL(C)L pursuant to Article X of the General Terms and Conditions.

**4. Service Characteristics**

On each Day during the term of the MIPL(C) L Contract, Shipper shall be entitled to request Service hereunder. Service hereunder shall not be subject to Curtailment or interruption except as provided in Article XII and Article XIV of the General Terms and Conditions.

**5. Monthly Bill**

The monthly bill payable to MIPL(C)L for Service hereunder shall include the Demand Charge and the Commodity Charge, if applicable, in effect during the billing Month for Firm Service and shall be calculated by applying, as follows, the applicable tolls as set out in the Rates Section:

(a) Demand Charge

For each Month, the Demand Charge for Firm Service shall be equal to the applicable Monthly Demand toll multiplied by Shipper's Contract Demand. If Shipper's Contract Demand changes during the Month, then a weighted average daily Contract Demand shall be determined for such Month and shall be used to calculate the Demand Charge for such Month. The said Demand Charge is payable by Shipper notwithstanding any failure by Shipper during the Month, for any reason, excluding Force Majeure, but including a default by Shipper under the General Terms and Conditions, to deliver Shipper's Gas to MIPL(C)L at the Point of Receipt.

(b) Commodity Charge

Where applicable, for each Month the Commodity Charge for Firm Service shall be equal to the applicable Commodity Charge multiplied by Shipper's total delivered gas for such Month.

**6. Minimum Bill**

The minimum monthly bill for Service hereunder shall be the Demand Charges determined in Section 5 hereof, after giving effect to any adjustment pursuant to Section 7 hereof.

**7. Demand Charge Adjustment**

(a) Service on Shaunavon Pipeline, Steelman/Portal Pipeline, Swan Valley Gas Pipeline and Lloydminster Pipeline

If Shipper's total amount of Gas delivered in any Day exceeds the Contract Demand, then Shipper shall pay, in addition to the Demand Charge computed in Section 5 hereof, a sum equal to the applicable Daily Demand Charge multiplied by the quantity of Gas in excess. Notwithstanding the foregoing, MIPL(C)L may, at its sole discretion, waive payment of such sum.

(b) Service on all other pipelines

If Shipper's total amount of Gas delivered in any Month exceeds the Contract Demand multiplied by the number of Days in said Month, then Shipper shall pay, in addition to the Demand Charge computed in Section 5 hereof, a sum equal to the applicable Daily Demand Charge multiplied by the quantity of Gas in excess. Notwithstanding the foregoing, MIPL(C)L may, at its sole discretion, waive payment of such sum.

Notwithstanding the provisions above, if the amount of Gas delivered exceeds the Contract Demand pursuant to Section 14.3 of the General Terms and Conditions on any Day prior to or subsequent to a Curtailment of deliveries pursuant to Article XIV of the General Terms and Conditions, Shipper may deliver in excess of the Contract Demand and will not be subject to additional Demand Charges for said excess amount of Gas.

**8. Nomination Procedures**

All Customers receiving Firm Service are required to comply with the Nomination Procedures, applicable to this type of Service, set out for Customers in the Tariff.

**9. Term of the Transportation Service**

(a) The term of the Firm Service shall commence as of the Effective Date and terminate as specified on the MIPL(C)L Contract. Upon completion of the initial term, for Firm Service with an initial term of one (1) year or greater, the Service will Evergreen for a further one (1) year period, unless Customer provides MIPL(C)L written notice to alter or terminate the Firm Service at least sixty (60) Days prior to the expiry of the current term for which MIPL(C)L had agreed to provide such Firm Service.

(b) Upon termination of initial term, for Firm Service with an initial term of less than one (1) year, Shipper must request renewal of Firm Service and may be subject to the queue policy as outlined in the General Terms and Conditions.

**10. Application for Service**

Applications for Firm Service under this Service Specification shall be in a form as MIPL(C)L may prescribe from time to time.

**11. General Terms and Conditions**

The General Terms and Conditions of the Tariff and the provisions of the MIPL(C)L Service Agreement are applicable to this Service Specification to the extent that such Terms and Conditions and provisions are not inconsistent with this Service Specification. In the event there is a conflict between the provisions referenced herein and the terms and conditions of the MIPL(C) L Contract, MIPL(C)L and Customer agree that the provisions of the MIPL(C) L Contract shall prevail.