



“**Commencement Date**” means the later of: (i) the first day after PNG has completed the Reactivation Project, as required to provide firm transportation service for the Shipper Contracted Capacity; or (ii) the Shipper Service Request Date;

“**Delivery Point**” means the point of delivery from Transporter to Shipper as ~~out~~outlined in Schedule “A” at which Transporter will deliver Shipper’s Gas under the terms of this Agreement;

“**Effective Date**” means the date set forth at the top of page 1 of this Agreement;

“**General Terms and Conditions**” means Transporter’s General Terms and Conditions – Industrial Transportation Service, as filed with or otherwise approved by the BCUC and in effect from time to time and initially to be in the form of the General Terms and Conditions attached hereto as Schedule “D”;

“**Initial Delivery Term**” means the number of years specified on Schedule “A” for which Transporter will deliver Shipper’s Gas under the terms of this Agreement;

“**Interconnection Agreement**” means the Service Agreement for Transportation Service on Interconnection Facilities between Shipper and Transporter dated the same date as this Agreement;

“**Lenders**” means any banks or financial institutions which provide debt financing for the development, construction and operation of the Pipeline, including, without limitation, the Reactivation Project;

“**Minimum Delivery Point Pressure**” means the minimum pressure set out in Schedule “A”;

“**Non-disclosing Party**” shall have the meaning ascribed to it in Section 6.1;

“**Parties**” means, collectively, Transporter and Shipper and their respective successors and permitted assigns, and “**Party**” means, individually, Transporter and its successors and permitted assigns or Shipper and its successors and permitted assigns;

“**Permits**” means all licences, permits, approvals and authorizations granted or issued by any Authorities as are necessary or may be desirable to construct, own, commission, and operate the Reactivation Project, and perform the Service;

“**Primary Term**” means the period of time which commences on the Effective Date and ends on the anniversary of the Commencement Date following the number of years specified as the Initial Delivery Term on Schedule “A”;

“**Reactivation Project**” means the reactivation of Transporter’s existing deactivated facilities or expansion of Transporter’s existing facilities, such expansion to consist of looping pipeline and additions ~~and/or~~, modifications to the existing pipeline’s compression facilities, and any relevant rehabilitation or refurbishment work, to increase Gas transportation capacity as required to provide incremental firm transportation service to the Delivery Point, as approved by the BCUC;

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“**Receipt Point**” means the point of interconnection of Transporter with a Delivery Pipeline, as specified in Schedule “A”, at which Transporter will receive Shipper’s Gas for transportation service;

“**Shipper’s Contracted Capacity**” means the volume of Gas, set out in Schedule “A”, that Transporter has agreed to deliver on the Pipeline on any Day on a firm basis and for which Shipper has agreed to pay the Demand Charge in accordance with the terms of this Agreement;

“**Shipper Service Request Date**” means the earliest date, as set out in Schedule “A”, for which Shipper is willing to receive Service and be responsible for any Demand Charges and Interruptible Charges relating to that service; and,

“**Toll Premium**” means the amount specified as such on Schedule B, as approved by the BCUC;

“**Toll Schedule**” means Transporter’s schedule of Demand Charges and Interruptible Charges applicable to Service provided to Shipper under this Agreement and in effect from time to time in the form of Schedule “B” and Schedule “C” attached.

~~“**TRA**” means the Transportation Reservation Agreement dated \_\_\_\_\_ between Shipper and Transporter. [NTD—required only if this agreement is attached to an executed TRA.]~~

**1.2 Interpretation Generally** - Unless the context otherwise necessarily requires, the following provisions will govern the interpretation of this Agreement:

- (a) the words “hereof”, “herein” and “hereunder” and similar expressions will refer to this Agreement as a whole and not to any particular provision of this Agreement;
  - (b) the singular of any term includes the plural and vice versa and the use of any term is equally applicable to any gender and, where applicable, to a body corporate;
  - (c) except as otherwise specified in this Agreement, each reference to a statute, requirement of law or governmental consent will be deemed to refer to such statute, requirement of law or governmental consent as the same may be amended, supplemented or otherwise modified from time to time;
  - (d) where a term is defined, a derivative of that term will have a corresponding meaning;
  - (e) the words “include”, “including” and similar expressions mean “including but not limited to”;
  - (f) all references to “Articles”, “Sections” and “Schedules” are references to Articles and Sections of, and Schedules to and forming part of, this Agreement unless otherwise specified;
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- (g) the division of this Agreement into Articles, Sections, Schedules and other subdivisions and the insertion of headings are for convenience of reference only and are not intended to interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof;
- (h) subject to any restrictions on assignment set forth in this Agreement, any reference to a corporate or other business entity includes and is also a reference to any corporate or other business entity that is a successor to such entity; and
- (i) except as otherwise defined in such agreement, terms used in this Agreement that have well-known technical, trade or industry meanings will be interpreted in accordance with those well-known technical, trade or industry meanings.

**1.3 Schedules** - The following schedules are attached to and made part of this Agreement and each of the terms and provisions thereof, including any revisions thereto made by or necessary to comply with the requirements of any Authorities, are accepted and agreed to by the Parties:

**Schedule "A" – Shipper's Contracted Capacity**

**Schedule "B" – Form of Toll Schedule – Large Volume Demand Charge**

**Schedule "C" – Form of Toll Schedule – Large Volume Interruptible Charge**

**Schedule "D" – General Terms and Conditions**

## **ARTICLE 2 REPRESENTATIONS AND WARRANTIES**

**2.1 Representations and Warranties of Transporter** - Transporter represents and warrants that:

- (a) it is duly organized, validly existing and in good standing in its jurisdiction of organization and to its knowledge, no action has been taken relating to its insolvency, liquidation or bankruptcy;
- (b) the execution, delivery and performance of this Agreement by Transporter has been duly authorized by all necessary action on the part of such Party in accordance with its charter documents and do not and will not require the consent of any trustee or holder of any indebtedness or other obligation of Transporter or any other party to any other agreement with Transporter;
- (c) this Agreement constitutes a valid, legal and binding obligation of Transporter, enforceable in accordance with the terms hereof subject only to laws of general application applying to equitable remedies and the enforcement of creditor's remedies; and
- (d) there are no actions, suits or proceedings pending or, to its knowledge, threatened against or affecting Transporter before any court or

governmental authority that might materially and adversely affect the ability of such Transporter to meet and carry out its obligations under this Agreement.

(e)

**2.2 Representations and Warranties of Shipper** - Shipper represents and warrants that:

- (a) it is duly organized, validly existing and in good standing in its jurisdiction of organization and to its knowledge, no action has been taken relating to its insolvency, liquidation or bankruptcy;
- (b) the execution, delivery and performance of this Agreement by Shipper has been duly authorized by all necessary action on the part of such Party in accordance with its charter documents and do not and will not require the consent of any trustee or holder of any indebtedness or other obligation of Shipper or any other party to any other agreement with Shipper;
- (c) this Agreement constitutes a valid, legal and binding obligation of Shipper, enforceable in accordance with the terms hereof subject only to laws of general application applying to equitable remedies and the enforcement of creditor's remedies;
- ~~(d) [as of the date hereof, it or, if applicable, its Guarantor is Creditworthy;][NTD: include only if Shipper claims Creditworthy standard to determine Credit Support] and~~
- (d) ~~(e)~~ there are no actions, suits or proceedings pending or, to its knowledge, threatened against or affecting Shipper before any court or governmental authority that might materially and adversely affect the ability of such Shipper to meet and carry out its obligations under this Agreement.

**ARTICLE 3  
SERVICE AND COMMENCEMENT OF SERVICE**

**3.1 Commencement of Service** - Service hereunder for Shipper's Contracted Capacity shall commence on the Commencement Date. Upon the Commencement Date, Transporter shall provide Service and Shipper shall nominate Gas in accordance with, and the Parties shall comply with, the General Terms and Conditions. The occurrence or continuation of any event that constitutes a Shipper Default or Critical Shipper Default, as applicable, under the Interconnection Agreement, as those terms are defined in the Interconnection Agreement, shall, notwithstanding anything in the General Terms and Conditions to the contrary, be deemed to be a Shipper Default or Critical Shipper Default, respectively, under this Agreement.

**3.2 Notice from Transporter** - Transporter shall promptly notify Shipper of the last to occur of the events described in the definition of "Commencement Date" and will generally keep the Shipper apprised of all material developments prior to the Commencement Date.

**3.3 Delivery Pressure** - Transporter shall deliver Gas to Shipper at the Delivery Point at a pressure of no less than the Minimum Delivery Point Pressure.

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before the dates for completion of such conditions precedent set forth in the Interconnection Agreement.

- (b) Transporter shall use reasonable efforts to satisfy, or cause the satisfaction of, the conditions precedent set forth in sections 4.4(a)(i) through 4.4(a)(~~iii~~v).
- (c) Transporter shall notify Shipper upon determining that satisfaction of a condition precedent set forth in section ~~4.1~~4.4(a) is not reasonably possible, or upon satisfying, or waiving, as applicable, such condition precedent. If notice is not provided by the date a condition precedent is required to be completed, such condition precedent shall be deemed to have not been satisfied. The dates for satisfaction of the conditions precedent in section 4.4(a) shall be extended by the duration of an event of Force Majeure which has prevented the satisfaction of any such conditions precedent.

**4.5 Failure to Achieve Conditions Precedent** – If Transporter gives notice that it has determined that satisfaction of a condition precedent for its benefit set forth in section 4.4(a) is not reasonably possible, or if any condition precedent set forth in section 4.4(a) is not satisfied, or waived, by the date such condition precedent is required to be satisfied, then this Agreement shall terminate thirty (30) days following the date such notice was given or the condition precedent was required to be satisfied (whichever is earlier); and as the sole and exclusive remedy of Shipper therefor, Transporter shall be responsible for all costs incurred by Transporter with respect to the Reactivation Project, which costs Transporter would intend to recover from existing customers subject to requisite approvals from the BCUC, and there shall be no further obligations between the Parties.

## ARTICLE 5 TOLLS

**5.1 Shipper Responsible for Demand Charge** - Shipper shall pay the Demand Charge for Shipper's Contracted Capacity from the Commencement Date and shall continue to pay such Demand Charge during the Primary Term, including any extension to the Primary Term effected pursuant to Section 4.2, in accordance with the Toll Schedule and the General Terms and Conditions. The applicable Demand Charge will comprise (i) the then current demand charge for firm service under Transporter's Rate Schedule 80 as filed with and approved by the BCUC from time-to-time; plus (ii) the Shipper's Toll Premium as specified on Schedule B of this Agreement which shall stay fixed for the term of this Agreement. Notwithstanding anything to the contrary herein, ~~this~~the obligation of Shipper to pay the Demand Charge shall not be abated, removed, limited, or otherwise reduced under any circumstances, including events of Force Majeure.

**5.2 Shipper Responsible for Interruptible Charge** - Shipper shall be deemed to be taking Interruptible Service and shall pay the Interruptible Charge for deliveries on the Pipeline to the Delivery Point in excess of Shipper's Contracted Capacity on any Day in accordance with the Toll Schedule and the General Terms and Conditions.

**5.3 Tolls for Service** - The tolls payable by Shipper for Service under this Agreement ~~will be~~ will be as set forth in the Toll Schedule.

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## ARTICLE 6 CONFIDENTIALITY

**6.1 No Disclosure Without Consent** – Except as hereinafter provided, no Party, nor any of its Affiliates, directors, officers, employees, advisors or representatives, will disclose to any third party the terms and conditions of this Agreement, or any confidential or proprietary information or material, whether written, verbal or electronic, communicated by the other Party (in this Article 6, called the “**Non-disclosing Party**”) ~~at any time during the period commencing on the Effective Date and expiring on the 5<sup>th</sup> anniversary of the Effective Date~~ in connection with the transaction contemplated herein and clearly designated at the time of such communications as confidential or proprietary, without the Non-disclosing Party’s prior written consent to such disclosure. The non-disclosure and confidentiality obligations of the Parties under this Section 6.1 will survive the termination or expiration of this Agreement for a period of five (5) years.

**6.2 Permitted Disclosures** – Section 6.1 will not apply to disclosures to Transporter’s Lenders or the Shipper’s lenders and, subject to Section 6.3 below, will not apply to disclosures to Shipper’s Affiliates or to any off-takers of Shipper who, in Shipper’s commercially reasonable determination, require the disclosed information. In addition, Section 6.1 will not apply to disclosures that are required or requested by law, by a court of competent jurisdiction or by any regulatory body which regulates the conduct of the disclosing party, provided that, to the extent permitted, the disclosing Party shall: (i) give the Non-disclosing Party as much notice as is practicable of any such requirement or request so that a protective order or other appropriate remedy may be sought, if desired; and (ii) redact from any such disclosure that portion of the confidential information which the Non-disclosing Party considers to be commercially sensitive in nature. If, in the absence of a protective order or other remedy or the receipt of a waiver by the Non-disclosing Party, the disclosing Party is nonetheless, in the opinion of counsel, required to disclose confidential information, the disclosing Party may, without liability hereunder, disclose only that portion of the confidential information which such counsel advises the disclosing Party is required to be disclosed.

**6.3 Disclosure to be Limited** – The disclosure of any of the terms and conditions of this Agreement or of any other confidential or proprietary information or material within Transporter’s or the Shipper’s internal organization (including its Affiliates, advisors and representatives), and within the organization of any third party to which disclosure is authorized by Transporter or the Shipper is permitted herein, will be limited to personnel whose duties require their review or counsel with respect to this Agreement and the Party making such disclosure will instruct and require such personnel to maintain the confidentiality of the terms and conditions of this Agreement and of any other confidential or proprietary information.

**6.4 Return of Information** – On the termination of this Agreement in accordance with its terms, each of the Parties will destroy or return to the other all copies of any confidential or proprietary information or material in written or tangible form that is in its possession and that was provided by the other and will, to the extent reasonably possible, destroy all electronic copies of such information and material in its possession.

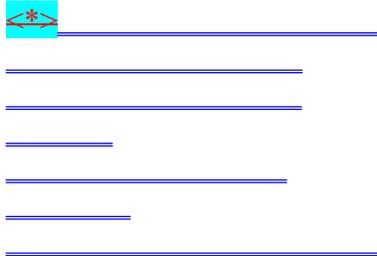
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**6.5 Public Announcements** – Subject to applicable law, no public announcement or statement (including any announcement or statement of any shareholder of a Party) may be issued or made except in accordance with the following procedure. Prior to releasing a public announcement or statement, the Non-disclosing Party must be furnished with a copy of such proposed public statement or announcement. If the Non-disclosing Party objects to such public statement or announcement, it must provide notice in writing within two (2) days from receipt of the public announcement or statement and provide reasons for its objection. The disclosing Party shall consider the reasons for the objection and provide to the Non-disclosing Party a revised copy of such public statement or announcement for approval by the Non-disclosing Party, such approval not to be unnecessarily or unreasonably withheld. If the Non-disclosing Party continues to object to the revised public statement or announcement, the Non-disclosing Party must provide notice in writing within one (1) day from its receipt and provide a legal or business rationale for its continued objection. If no objection is received by the disclosing Party within the time frames set out above, the Non-disclosing Party shall be deemed to have approved and consented to such public statement or announcement.

**ARTICLE 7  
NOTICES**

**7.1 Notices** - Except as herein otherwise provided, any notice, request, demand, statement, or invoice provided for in this Agreement, or any notice which either Party desired to give to the other, must be in writing and will be deemed to be received on the day immediately following the date when such notice was transmitted by fax or email to the other Party’s address set forth below:

Shipper:

 \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

With a copy to:



\_\_\_\_\_

Transporter: **Pacific Northern Gas Ltd.**  
**Suite ~~2550-1066 W. Hastings~~850 – 888 Dunsmuir St.**  
**Vancouver, BC V6E C 3X2K4**  
**Canada**  
**Attn: Vice President, Regulatory Affairs, Legal & Gas**  
**Supply**  
**Fax: 604-697-6215**  
**Email: <Regulatory@>png.ca**

With a copy to:



or at such other address as either Party designates by written notice. Routine communications will be deemed to be received five (5) days after the date when such communication was mailed by registered, certified, or ordinary mail. Any notice hereunder that, if provided, would create a right or obligation in one or both of the Parties shall be personally delivered and on the date of delivery, a copy thereof shall be transmitted by fax or email.

## ARTICLE 8 ASSIGNMENT

**8.1 No Assignments by Shipper without Consent** – Except as set out in Section 8.2(b), Shipper shall have no right to assign its rights and obligations, or parts thereof, under the Agreement ~~without~~except with the prior written consent of Transporter and by concurrently assigning to the same assignee all of its rights and obligations under the Interconnection Agreement. If any assignment is consented to by Transporter, Shipper may, upon written request to Transporter, be released from all obligations and liabilities under this Agreement arising after the date of assignment with respect to the portion of the rights and obligations assigned subject to:

- (a) compliance by the assignee with the credit requirements set out in article 17 of the General Terms and Conditions; and
- (b) the prior written approval of Transporter. For greater certainty, the Parties acknowledge that Transporter may withhold its approval if the creditworthiness of the assignee or its Guarantor, if applicable, is less than the creditworthiness of Shipper or its Guarantor, if applicable.

### 8.2 Permitted Assignments -

- (a) *By Transporter* - Transporter, without obtaining any approvals or consents from Shipper, shall have the right to assign its rights and obligations, or parts thereof, under this Agreement to any Person, provided that such Person owns and operates the Pipeline and agrees in writing to be bound by all of the terms and conditions of this Agreement.
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- (b) *By Shipper* - Notwithstanding the provisions of Section 8.1, Shipper may assign all, but not less than all, of its rights and obligations under this Agreement to an Affiliate concurrently with assignment to the same Affiliate of all of its rights and obligations under the Interconnection Agreement, provided however, Shipper shall not be released of its obligations under this Agreement, unless: (i) prior to such assignment such Affiliate enters into an agreement directly with the Transporter under this Agreement under which such Affiliate agrees to assume, perform and observe the Shipper's obligations under this Agreement; (ii) such Affiliate is at least equal to the creditworthiness of the Shipper, in Transporter's reasonable determination; and (iii) any Credit Support or Guarantee currently provided by or on behalf of the Shipper is also provided by or on behalf of such Affiliate.

**8.3 Pledging By Transporter** - The restrictions on assignment contained in this Article 8 shall in no way prevent Transporter from pledging or mortgaging this Agreement or its rights hereunder, or any credit, guarantee or other security provided by Shipper to Transporter, as security for its indebtedness, provided such pledge or mortgage shall not affect Transporter's obligations under this Agreement. Shipper will execute all consents to assignment and acknowledgments as reasonably requested by the Lenders or Transporter of any security interests created in respect of this Agreement in favour of the Lenders. Any such consent and acknowledgement may provide that Shipper or, if applicable, Shipper's Guarantor shall:

- (a) consent to the grant to the Lenders of a security interest in Transporter's interest in this Agreement including, without limitation, any Guarantee;
- (b) agree to provide the Lenders with a copy of any notice of default, suspension, proposed termination or actual termination given by Shipper to Transporter and to give the Lenders or their designee a ten (10) day period to cure the circumstances giving rise to such default, suspension or proposed termination and, in the case of the bankruptcy or insolvency of Transporter, a thirty (30) day period to make alternative arrangements such that Shipper will continue to receive transportation service substantially in accordance with the terms hereof notwithstanding such bankruptcy or insolvency; and,
- (c) during the continuance of any default by Transporter under Transporter's financing:
- (i) ~~(i)~~ agree to make payments directly to the Lenders or their designee (if so directed by the Lenders); and
  - (ii) ~~(ii)~~ consent to the replacement of Transporter by a qualified assignee pursuant to the exercise of the Lenders' security interest.

**8.4 Pledging By Shipper** - The restrictions on assignment contained in this Article 8 shall in no way prevent Shipper from pledging or mortgaging this Agreement or its rights hereunder as security for its indebtedness, provided such pledge or mortgage shall not affect Shippers' obligations under this Agreement. Transporter will execute all consents to assignment and

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acknowledgments as reasonably requested by Shipper's lenders or Shipper of any security interests created in respect of this Agreement in favour of Shipper's lenders. Any such consent and acknowledgement may provide that Transporter shall:

- (a) consent to the grant to Shipper's lenders of a security interest in Shipper's interest in this Agreement;
- (b) agree to provide Shipper's lenders with a copy of any notice of default, suspension, proposed termination or actual termination given by Transporter to Shipper and to give Shipper's lenders or their designee a ten (10) day period to cure the circumstances giving rise to such default, suspension or proposed termination and, in the case of the bankruptcy or insolvency of Shipper, a thirty (30) day period to make alternative arrangements such that Shipper will continue to receive transportation service substantially in accordance with the terms hereof notwithstanding such bankruptcy or insolvency; and
- (c) during the continuance of any default by Shipper under Shipper's financing:
  - (i) ~~(i)~~ agree to make payments, if any, directly to Shipper's lenders or their designee (if so directed by such lenders); and
  - (ii) ~~(ii)~~ consent to the replacement of Shipper by a qualified assignee pursuant to the exercise of Shipper's lenders' security interest.

## ARTICLE 9 CHOICE OF LAW AND JURISDICTION

**9.1 Governing Law** - This Agreement will be governed by, construed, interpreted, and performed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein, excluding such conflict of laws doctrines as may cause the laws of some other jurisdiction to apply; provided, however, that no law, theory, or public policy shall be given effect which would undermine, diminish or reduce the effectiveness of the waiver of indirect, special, consequential, incidental, exemplary, and punitive damages provided for in Section 10.8, it being the express intent, understanding, and agreement of the Parties that such waiver is to be given the fullest effect, notwithstanding a pre-existing defect, or the negligence (whether sole, joint or concurrent), gross negligence, wilful misconduct, strict liability or other legal fault or any Party, hereto, or otherwise.

**9.2 Dispute Resolution** - All disputes arising out of or in connection with this Agreement, or in respect of any defined legal relationship associated therewith or derived therefrom, shall be resolved by legal proceedings through the British Columbia courts system, and the Parties hereby submit to the exclusive jurisdiction of any British Columbia court of competent jurisdiction and agree that all documents commencing an action for legal proceedings arising out of or relating to this Agreement shall be issued or filed at the clerk's office in the judicial centre of Vancouver and agree further that such courts shall be the exclusive forum for resolving any dispute or controversy under or with respect to this Agreement.

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## ARTICLE 10 MISCELLANEOUS PROVISIONS

**10.1 No Waiver** - No failure on the part of the Transporter to exercise, and no delay in exercising, any right under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right under this Agreement preclude any other or further exercise thereof or the exercise of any other right, nor shall any waiver of one provision be deemed to constitute a waiver of any other provisions (whether or not similar).

**10.2 Amendments and Waivers to be Written** - No amendment or variation of this Agreement shall be effective or binding upon the Parties unless such amendment or variation is set forth in writing and duly executed by the Parties. No waiver by a Party is effective unless such waiver is in writing and executed by the waiving Party.

**10.3 Interpretation** - Wherever possible, each provision of this Agreement will be interpreted in such a manner as to be effective, valid and enforceable under applicable law. If any provisions contained in this Agreement is for any reason held invalid, illegal or unenforceable by a court or regulatory agency of competent jurisdiction, such provision will be deemed to be severed from this Agreement to the extent of such invalidity, illegality or unenforceability and its invalidity, illegality or unenforceability will not affect the validity, legality or enforceability of the remaining provisions of this Agreement, unless such invalidity, illegality or unenforceability materially and adversely affects the spirit or intent of this Agreement, in which case the Parties will work together in good faith to amend this Agreement so that it will carry out the intent of those provisions which are invalid, illegal or unenforceable.

**10.4 Entire Agreement** ~~—The terms and conditions set forth in this Agreement and in the TRA constitute the entire agreement between Shipper and Transporter relating to the subject matter of this Agreement, supersede all previous negotiations and understandings with respect to the subject matter of this Agreement, and may not be contradicted by evidence of any prior or contemporaneous agreement, provided that, in the event of any conflict between this Agreement and the TRA, the terms and conditions of this Agreement will take precedence. There are no representations, warranties, covenants, agreements, terms or conditions between the Parties with respect to the subject matters of this Agreement, except as set out herein and as set out in the TRA.~~

~~**[Alternative 10.4— for a party entering directly into a TSA]:**~~

**Entire Agreement** - The terms and conditions set forth in this Agreement constitute the entire agreement between Shipper and Transporter relating to the subject matter of this Agreement, supersede all previous negotiations and understandings with respect to the subject matter of this Agreement, and may not be contradicted by evidence of any prior or contemporaneous agreement. There are no representations, warranties, covenants, agreements, terms or conditions between the Parties with respect to the subject matters of this Agreement, except as set out herein.

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**10.5 Remedies** - Without prejudice to any other rights or remedies that a Party may have and subject to the provisions of Article 9, a Party shall not be precluded by this Article 10 from seeking the remedies of injunction, specific performance and any other equitable relief for any threatened or actual breach of the provisions of this Agreement in any court of competent jurisdiction, or from seeking to enforce a court order or judgment in any court of competent jurisdiction.

**10.6 Joint Preparation** – Each provision of this Agreement shall be construed as though all Parties participated equally in the drafting of the same.

**10.7 No Partnership** – Nothing contained in this Agreement will be construed as creating any partnership, joint venture or agency between the Parties.

**10.8 Limitation on Liability** - The Parties' duties and standard of care with respect to each other, and the benefits and rights conferred on each other, are no greater than as explicitly stated in this Agreement. Further, neither Party nor their respective Affiliates, nor any of their respective directors, officers, employees or agents, will be liable for or be entitled to recover from the other Party in connection with the matters provided for in this Agreement, whether in contract or in tort, under any indemnity or under any other theory of law, any damages incurred by the Parties for business interruption or loss of actual or anticipated profits or any indirect, consequential, special, incidental, contingent, exemplary, penal or punitive damages whatsoever, including any loss or damage arising out of a failure to purchase, sell or deliver Gas, the cancellation of permits or certificates and the termination of contracts.

**10.9 Survival** - The rights obligations of the Parties and the restrictions and limitations set out in Section 4.5, Article 9 and Section 10.8 shall survive termination of this Agreement. The expiry or termination of this Agreement will not discharge or release any Party from any of its liabilities or obligations accrued at the time of such expiry or termination (including a breach of a representation, warranty or covenant) or from any of its liabilities or obligations that expressly continue beyond or arise out of such expiry or termination of this Agreement.

**10.10 No Third Party Beneficiary** – Nothing herein expressed or implied is intended or will be construed to confer upon or give to any Person not a Party hereto any rights, remedies or obligations under or by reason of this Agreement.

**10.11 Counterparts ~~and Faxes~~** - This Agreement may be executed by the Parties in any number of counterparts and by electronic ~~facsimile~~ transmission, each of which will be deemed an original instrument, but all of which will together constitute one and the same instrument.

**10.12 Further Assurances** - Each Party will execute and deliver all such further documents and do all such acts and things as may be reasonably required from time to time by the other Party to give effect to the purpose and intent of this Agreement.

**10.13 Time of Essence** - Time is of the essence in this Agreement.

**10.14 Enurement** - This Agreement will enure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

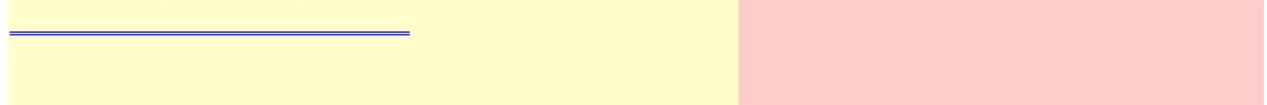
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**10.15 Several Liability** - Each Party shall be responsible only for its individual obligations under this Agreement.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement in counterpart by their duly authorized officers with effect as of the date first above written.

**PACIFIC NORTHERN GAS LTD.**

Per: \_\_\_\_\_  
Leigh Ann Shoji-Lee, President



Per: \_\_\_\_\_  
[NAME OF SHIPPER]



Per:



**Schedule "A"**  
**to the Transportation Service Agreement**  
**Between**  
**Pacific Northern Gas Ltd. and  \_\_\_\_\_.**

**Shipper's Contracted Capacity**

Shipper's Contracted Capacity: [•] \_\_\_\_\_  
\_\_\_\_\_

Receipt Point: [•] \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Delivery Point: [•] \_\_\_\_\_  
\_\_\_\_\_

Shipper Service Request Date: [•] \_\_\_\_\_

Initial Delivery Term [•]      years

Minimum Delivery Point Pressure: Not less than 2758 kPag

**Schedule "B"**  
**to the Transportation Service Agreement**  
**Between**  
**Pacific Northern Gas Ltd. and <\*>**

**Form of Toll Schedule**  
**Large Volume Demand Charge**

**Effective Date: — [.]**

Rate <u>Schedule 80 demand charge</u> Demand Charge: <sup>1</sup>	<u>CAD\$[.]1.00 / GJ</u>
plus Toll Premium:	<u>CAD\$[.] / GJ</u>
Demand Charge:	<u>CAD\$[.] / GJ</u>

<sup>1</sup> The Rate Schedule 80 Demand Charge shown is effective as of February 28, 2020. As per Clause 5.1 of this Service Agreement for Firm Transportation Service, this rate is subject to change on a periodic basis with any proposed change subject to BCUC review and approval.

□

**Schedule “C”  
to the Transportation Service Agreement  
Between  
Pacific Northern Gas Ltd. and <\*>**

**Form of Toll Schedule  
Large Volume Interruptible Charge**

Rate Schedule 80 Interruptible Charge:<sup>1</sup>                      ~~[-]~~CAD\$1.00 / GJ

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<sup>1</sup> The Rate Schedule 80 Interruptible Charge shown is effective as of February 28, 2020. As per Clause 5.1 of this Service Agreement for Firm Transportation Service, this rate is subject to change on a periodic basis with any proposed change subject to BCUC review and approval.

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**Schedule "D"**  
**to the Transportation Service Agreement**  
**Between**  
**Pacific Northern Gas Ltd. and <\*>**

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**General Terms and Conditions – Industrial Transportation Service**