

**- A -**

**Actual Heating Value:** see Heating Value.

**Agent for Shipper:** means where Shipper refers to more than one party, all parties represented shall appoint an agent, referred to as Agent for Shipper, to act on behalf of all parties. This may also include other agency agreements whereby an agent is appointed to act on behalf of Shipper with respect to Shipper's obligations under the General Terms and Conditions.

**Agreement:** means the written agreement entered into between MIPL(C)L and the Customer for the provision of Gas Services including all Schedules and all written amendments, modifications and supplements thereto.

**Authorized Overrun Capacity:** means the quantity of Gas which is in excess of the Contract Demand which MIPL(C)L has agreed in writing in advance to transport, but does not include any quantities of Gas contemplated for purposes of Energy Imbalance, or Impaired Receipts or Deliveries.

**- B -**

**Back Haul:** means the transportation of Gas in a direction opposite to the aggregate physical flows on Gas in the pipeline. This is typically achieved when the pipeline redelivers Gas upstream of the Point of Receipt.

**Balancing:** means equalizing Energy delivered from the Gas Transmission System with the Energy received into the Gas Transmission System.

**- C -**

**Capacity:** means the maximum quantity which can be transported in a given time interval limited by existing Service conditions.

**Central Clock Time (CCT):** means Central Daylight Time when daylight savings time is in effect and Central Standard Time when daylight time is not in effect.

**Commodity Charge:** means that portion of a Service rate based on the per unit of Service actually delivered to the Customer.

**Common Stream Gas:** means Gas that has been commingled with or exchanged for Gas owned by Person other than Customer, prior to delivery by MIPL(C)L to the Point Of Delivery.

**Contract Demand:** means the maximum quantity of Gas in any one Day that MIPL(C)L agrees to transport from the Point of Receipt to the Point of Delivery as more specifically described in the Schedule of Service to the Transportation Service Agreement.

**Cubic Meter:** means that quantity of Gas which at a temperature of fifteen (15) degrees Celsius and at a pressure of one hundred and one and three hundred and twenty-five thousandths (101.325) kilopascals absolute occupies one (1) cubic meter.

**Curtailement:** means the reduction or temporary termination in firm Service by MIPL(C)L due to shortfall of gas supply capacity and pipeline capability. (See also Impaired Receipts and Deliveries).

**Customer:** means a Person who has executed a Transportation Service Agreement with MIPL(C)L.

**- D -**

**Daily Energy Imbalance:** means in respect of any Day, the event that occurs when the Energy received by MIPL(C)L at the Point of Receipt during that Day is not equal to the Energy delivered by MIPL(C)L at the Point of Delivery during that Day, taking into account Fuel Gas and Unaccounted For Gas, if applicable, and taking into account flows for Impaired Receipts and Deliveries pursuant to Section 14.4 of the General Terms and Conditions.

**Date of Initial Delivery:** means the day that MIPL(C)L commenced transportation of Gas delivered by Shipper from the Point of Receipt to the Point of Delivery.

**Day:** means a period of twenty-four (24) consecutive hours beginning at 09:00 hours Central Clock Time.

**Demand Charge:** means the firm portion of a Service rate that reflects the reservation of capacity not the per unit of Service actually delivered to the Customer.

**- E -**

**Effective Date:** means the commencement date of the Service as identified on the Transportation Service Contract.

**Energy:** means the Heating Value of Gas expressed in GJ.

**Energy Balance:** assuming at the start of the period there is no imbalance, means that the Energy received by MIPL(C)L from, or on behalf of the Customer, at the Point of Receipt, during the period, less the Energy contained in the Fuel Gas and Unaccounted For Gas, as applicable, and taking into account flows for Impaired Receipts and Deliveries pursuant to Section 14.4 of the General Terms and Conditions, is equal to the Energy which MIPL(C)L delivered to Customer at the Point of Delivery during the said period.

**Evergreen:** means the automatic, continuous renewal of a designated term of Service under a Service Agreement upon the failure of a Customer to provide the required notification to alter or terminate the Service Agreement. This type of renewal applies only to those terms of Service as designated in the Tariff.

**Expiry Date:** means the date the Services contracted for by the Customer will cease, more specifically identified on the Schedule of Service, subject to Renewal Rights.

**- F -**

**Firm Service:** means transportation Service that is not subject to prior claim by another Customer or class of Service. The highest priority class of Service offered to Customers, which anticipates no interruptions except for Force Majeure and impaired receipts and deliveries.

**First Month:** means the period commencing on the Effective Date, as specified on the Schedule of Service to a Transportation Service Agreement, hereunder and ending at 9:00 hours CCT on the first Day of the succeeding calendar month.

**Force Majeure:** means any cause or occurrence not reasonably within the control of the Persons to an Agreement that typically provides relief from performance of certain obligations, particulars of which are more specifically set out in the Tariff.

**Fuel Gas:** means a quantity of Gas required by MIPL(C)L on a Transportation Service to provide such Service and is supplied by Customer.

**- G -**

**Gas:** means natural gas.

**Gas Control:** means TransGas' Gas Control center in Regina.

**Gas Transmission System:** means all those facilities, including the Specific Facilities, owned or used by MIPL(C)L in the receipt, transportation, measurement, testing, compression, and delivery of Gas hereunder.

**Gigajoule (GJ):** means Joules x  $10^9$ , and shall be calculated as the product of the Heating Value in MJ per Cubic Meter and the volume of Gas expressed in  $10^3 \text{ m}^3$ .

**- H -**

**Heating Value:** means the gross Heating Value of the Gas expressed in MJ's per Cubic Meter, produced by the complete combustion of one (1) Cubic Meter of Gas with air, at a temperature of fifteen (15) degrees Celsius and at a pressure of one hundred and one and three hundred and twenty-five thousandths (101.325) kilopascals absolute, with the Gas free of all water vapour, the products of combustion cooled to a temperature of fifteen (15) degrees Celsius, and the water formed by the combustion condensed to a liquid state.



**- I -**

**Imbalance Energy:** means that Energy required to correct a Daily Energy Imbalance or monthly Energy imbalance.

**Impaired Receipts and Deliveries:** means the inability of MIPL(C)L to receive or deliver the quantities of Gas contracted for under a Firm Transportation Service Agreement. (See also Curtailment).

**Interruptible Service:** means a low priority Service supplied to a Customer which anticipates and permits interruption on short notice at the discretion of MIPL(C)L, subject to conditions set out in the Tariff.

**- J -**

**Joule:** means the amount of work done when the point of application of one (1) Newton is displaced a distance of one (1) meter in the direction of the force.

**- L -**

**Load Factor:** means the average quantity of Gas delivered or used over a specified time interval divided by the maximum quantity of Gas delivered or used at any time during the time interval. This may be an hour, a Day, a Week, a Month, or a year. Where the time interval is not specified, the term is generally assumed to mean the annual load factor.

**Lost Gas:** means Gas missing due to an event of Force Majeure.

**- M -**

**Megajoules (MJ):** means Joules x 10<sup>6</sup>.

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

**MIPL(C)L Service Agreement:** means a written agreement between MIPL(C)L and Shipper whereby MIPL(C)L agrees to provide Gas transportation service (firm or interruptible) to Shipper and which agreement incorporates by reference these General Terms and Conditions.

**MIPL(C)L Tolls Schedules:** means the MIPL(C)L schedules of tolls in force from time to time that are issued by MIPL(C)L and filed with the NEB.

**Month:** means a period beginning at 09:00 hours Central Clock Time on the first Day of a calendar Month and ending at 09:00 hours Central Clock Time of the first Day of the next succeeding calendar Month providing that the First Month shall commence on the Day Gas is first delivered hereunder and shall end at 9:00 hours Central Clock Time on the first Day of the succeeding calendar Month.

**- N -**

**NEB:** means the National Energy Board or any regulatory authority hereafter having a similar jurisdiction in substitution therefore.

**Nomination:** means a Customer's request for Service or a change in an existing level of Service under a Service Agreement.

**Nomination Procedure:** means the procedure identified as the "Nomination Procedure", published by Gas Control and amended from time to time, included in the Tariff.

**No Renewal Rights (NRR):** applies to a Service, which is not subject to Evergreen and requires the Customer to request renewal of Service, which will be considered a new Service request subject to Capacity approval and to the Queue Policy and Procedures. Failure to request renewal of Service will automatically result in the termination of the Service.

**- P -**

**Person:** means and includes MIPL(C)L, a Customer, a corporation, a company, a partnership, an association, a joint venture, a trust, an unincorporated organization, a government, or department of a government or a section, branch, or division of a department of a government.

**Point of Delivery:** means the point or points on MIPL(C)L's system, as specified in the Schedule of Service to a Transportation Service Agreement, at which MIPL(C)L delivers from its Gas pipeline system to Shipper the Gas that has been transported hereunder.

**Point of Receipt:** means the point or points on MIPL(C)L's system, as specified in the Schedule of Service to a Transportation Service Agreement, at which MIPL(C)L receives from Shipper the Gas to be transported hereunder.

**Prime Rate:** means the annual rate of interest announced from time to time by the Royal Bank of Canada as being its reference rate for determining the interest rates on Canadian dollar commercial loans in Canada.

**- R -**

**Rates Schedule:** means any of the schedules identified as a “Rates Schedule” included in the Tariff, specifying costs required to be paid by Customer for provision of Service.

**Renewal Right:** means the right the Customer has to renew Service provided by MIPL(C)L, as detailed in the Tariff.

**- S -**

**Schedule of Service:** means any of the schedules identified as a “Schedule of Service”, included in the Tariff, detailing the particulars of a Customer’s Service requirement. This forms an attachment to the Transportation Service Agreement.

**Service:** means and includes the provision of, the use of, or the provision and use of the Gas Transmission System Facilities for the purpose of providing the Customer with any service described in the Tariff.

**Service Agreement:** means an Agreement between MIPL(C)L and Customer respecting the provision of any Service described in the Tariff.

**Service Specifications:** means those terms and conditions set out in the Tariff which detail unique terms and conditions for a designated Service provided to Customers, by MIPL(C)L.

**Shipper:** see Customer.

**Specific Facilities:** means those facilities described in the Schedule of Service, under other conditions, attached to a Transportation Service Agreement which are installed by MIPL(C)L for the benefit of Shipper for the purpose of providing transportation service to Shipper.



**- T -**

**Tariff:** means this published MIPL(C)L Tariff, including, but not limited to, the Rates Schedules, the General Terms and Conditions, the Service Specifications, Service Agreements, Schedules of Service, under which Service will be supplied to a Customer. The Tariff is subject to amendment as set out in the General Terms and Conditions.

**TCPL:** means TransCanada Pipelines Limited.

**Thousand Cubic Meters or 10<sup>3</sup> m<sup>3</sup>:** means one thousand (1,000) Cubic Meters of Gas.

**TransGas:** means TransGas Limited.

**Transporter:** means MIPL(C)L.

**- U -**

**Unaccounted For Gas:** means the difference between the amount of Gas delivered to the Gas Transmission System for transportation and that redelivered by MIPL(C)L, taking into account Fuel Gas, plant shrinkage and imbalances. This difference includes leakage, discrepancies due to meter inaccuracies, and other variants.

**- W -**

**Week:** means a period of seven (7) consecutive days.

**- Y -**

**Yearly After Initial Term (YAIT):** synonymous with Evergreen.