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ARTICLE 1 – CUSTOMER SPECIFIC FACILITIES CONSTRUCTION

- 1.1 Subject to the terms and conditions of this Service Specification and the Tariff, TransGas will provide a Customer Specific Facilities Construction Service and construct Customer Specific Facilities upon the request from Customer in accordance with the terms, conditions and provisions of this Service Specification and the Tariff.

ARTICLE 2 - DEFINITIONS

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

ARTICLE 3 – GENERAL PROVISIONS

- 3.1 It is understood and agreed to by the Persons that where the reference to TransGas appears in these terms and conditions, this reference includes the interests and obligations of SaskEnergy Incorporated in this matter.
- 3.2 Subject to execution of a TransGas Service Agreement and a TransGas Contract and compliance with the terms and conditions herein, TransGas will construct the Customer Specific Facilities in accordance with the details outlined on the TransGas Contract.

ARTICLE 4 – DEFAULT

- 4.1 In the event the Customer fails to complete any of the obligations set out in these terms and conditions, TransGas shall notify the Customer of such breach, and if the Customer fails to remedy the breach within five (5) Days of Customer's receipt of the TransGas notice, then TransGas shall have the right to terminate this Service with no further obligation, and recover compensation from the Customer for costs incurred by TransGas to the date of termination.

ARTICLE 5 – FORCE MAJEURE

- 5.1 It is agreed that in the event TransGas is rendered unable, wholly or in part, by reason of Force Majeure, to carry out its obligations under this Service, then on giving notice and full particulars of such Force Majeure in writing as soon as reasonably possible after the occurrence of the Force Majeure, then:
- a) TransGas, at its discretion, will have the right to suspend its obligation under this Service until it can reasonably assume its operations after the cessation of the Force Majeure event.
 - b) TransGas will then have the right to offer to the Customer a revised timing and financial arrangement to complete TransGas' obligations under this Service. The revised financial arrangement shall only reflect charges directly incurred as a result of the event of Force Majeure.
 - c) Customer will then have the right to accept or reject the revised timing and financial arrangement.
 - i) In the event the Customer accepts the revised timing and financial arrangement, TransGas will complete its obligations under this Service in accordance with the revised timing and financial arrangement and the Customer will agree to pay TransGas pursuant to the terms of such revised financial arrangement.
 - ii) In the event the Customer elects to reject the revised arrangement, and upon receiving such written notice, this Service will terminate, and TransGas will reimburse the Customer the amount of the Customer contribution set out in the TransGas Contract, less any costs incurred by TransGas to the date of TransGas receiving the Customer's written notice rejecting the revised arrangement.
 - d) In the circumstances where the Force Majeure event continues for a period exceeding two (2) months, TransGas, after consulting the Customer, will have the right, in its sole discretion, to terminate this Service upon providing written notice to the Customer. Upon termination of the Service in such circumstances, TransGas will reimburse the Customer the amount of the Customer contribution set out in the TransGas Contract, less costs incurred by TransGas to the date of TransGas' notice of termination.
- 5.2 In the event the Customer experiences a Force Majeure event affecting the facilities after executing the TransGas Contract and prior to TransGas completing its obligations under this Service, and in the event the Customer as a result of such Force Majeure event requests in writing that TransGas discontinue its obligations under this Service, TransGas will discontinue its obligations at a reasonable point during its obligations and reimburse the Customer the amount of the Customer contribution set out on the TransGas Contract, less any costs incurred by TransGas to the date of the termination.

ARTICLE 6 – MISCELLANEOUS PROVISIONS

- 6.1 Customer agrees to pay to TransGas, within 30 Days of execution of the TransGas Contract, the Customer contribution amount set out on the TransGas Contract, which will be applied towards the capital cost of providing the Customer Specific Facilities. Notwithstanding this payment, the Customer Specific Facilities shall remain the sole property of TransGas and TransGas shall be solely responsible for the operation and maintenance of the Customer Specific Facilities.
- 6.2 Funds provided by the Customer in accordance with Clause 6.1 shall be subject to rebate in accordance with the TransGas Standard Investment Policy.
- 6.3 The terms and conditions of this Service govern only the construction of the Customer Specific Facilities. This Service does not provide the Customer with any transportation Services on the TransGas System to or from the Customer Specific Facilities. Customer or other parties requiring transportation Service on the TransGas System to the Customer Specific Facilities must apply to TransGas for such Service.