

**1. Definitions**

The uppercase terms used herein shall have the same meanings as are ascribed to the corresponding terms in the Definitions section of the Tariff, unless otherwise defined herein.

**2. Description of Service**

Subject to the terms and conditions herein, Low Heating Value Surcharge Service is available to a Customer on the following basis:

(a) Firm Service

The Customer may deliver Gas onto the TransGas system with a Heating Value below 35.00 MJs per Cubic Meter but not lower than the minimum Heating Value as outlined in the Firm Low Heating Value Surcharge TransGas Contract.

(b) Short-Term Firm Service

The Customer may request the authorization to deliver Gas, for a period of time, into the TransGas system with a Heating Value below 35.00 MJs per Cubic Meter but not lower than the minimum as outlined in the Short-Term Firm Low Heating Value Surcharge TransGas Contract. The minimum pre-authorized period is one Month and the maximum period is eleven Months.

**3. Service Availability**

Service is available to Customers who are the Common Stream Operator named in the Common Stream Operating TransGas Contract for the Point of Receipt where the Low Heating Value Surcharge Service is being provided.

Service is available to Customers who have executed a TransGas Service Agreement and a Low Heating Value Surcharge Service TransGas Contract and returned the same to TransGas, subject to the Customer complying with security requirements of TransGas, as outlined in the Tariff.

TransGas will make Low Heating Value Surcharge Service available only where it determines, at its sole discretion, that it will be able to receive the low Heating Value Gas onto its system at this Point of Receipt and still be able to meet its delivery Heating Value obligations contained in the Tariff during the period of authorization.

**4. Nomination Procedures**

Short-Term Firm Low Heating Value Surcharge Service Customers may request pre-authorization in writing from TransGas and must receive written authorization from TransGas before delivering Gas with a Heating Value less than 35.00 MJ's per Cubic Meter.

When a Firm Low Heating Value Surcharge Service is in place for a Point of Receipt or a pre-authorization is obtained from TransGas for a Short-Term Firm Low Heating Value Surcharge Service for a Point of Receipt, Customers who hold Receipt Transportation Service may Nominate Gas from that Point of Receipt, subject to the terms of their Receipt Transportation Agreement, by placing a Nomination as outlined in their Receipt Transportation Service Specification.

**5. Surcharge**

Customer shall pay the surcharge each Month based on the total flows through the receipt meter during the Month and the Actual Heating Value of the Gas delivered during the Month. The fee will be as set forth in the Tariff Rates and Charges Schedules.

**6. Term of Service**

The term of the Low Heating Value Surcharge Service shall be for a minimum period of one year commencing on the Effective Date. The term will Evergreen for a further one year period unless Customer provides TransGas with written notice to terminate the Service at least one Month prior to the expiry of the current term for which TransGas has agreed to provide Service. Also, TransGas, at its sole discretion, may terminate a Firm Service Low Heating Value Surcharge Service by providing Customer three (3) Months written notice.

The Service shall terminate immediately upon the Customer no longer being the Common Stream Operator for the Point of Receipt where the Low Heating Value Surcharge Service is being provided.

**7. Application for Service**

Application for Service under this Service Specification shall be in a form as TransGas may prescribe from time to time.

**8. General Terms and Conditions**

The General Terms and Conditions of the Tariff and the provisions of the TransGas 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 TransGas Contract, TransGas and Customer agree that the provisions of the TransGas Contract shall prevail.