

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, this Service Specification provides the Customer with the ability to transport Gas from a Point of Receipt for delivery into TEP. This Receipt Transportation Service is available on a Firm or Interruptible Service basis. For Firm Service, a Customer may contract for Long-Term or Short-Term Firm Receipt Transportation Service.

On any Day Customer transports in excess of the Firm Service Contract Demand, the excess shall be transported, at the discretion of TransGas on an Interruptible basis and charged at the applicable rate. Any volume of Gas transported for Customers whose receipts initiate at NIT in excess of the Firm Service Contract Demand must be done through the Customer taking out a separate Interruptible Transportation Service contract in advance.

3. Service Availability

Receipt Transportation Service is available to Customer subject to the Customer executing a TransGas Service Agreement and a TransGas Contract for the type of Service, and returning the same to TransGas.

4. Nomination Procedures

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

5. Term of Service

(a) Firm Service

The term of a Firm Receipt Transportation Service shall commence as of the Effective Date.

i) Long –Term Firm Receipt Transportation Service

The term of a Long-Term Firm Receipt Transportation Service Agreement extends for one (1) year or longer. In the event the Customer contracts for Long-Term Firm Receipt Service, the term will Evergreen (YAIT) for a further one (1) year period, unless Customer provides TransGas written notice to alter or terminate the Long-Term Firm Receipt Transportation Service. For all Points of Receipt other than NIT, this notice must be received at least sixty (60) Days prior to the expiry of the current term for which TransGas had agreed to provide such Long-Term Firm Receipt Transportation Service. For receipts initiating at NIT, this notice must be received at least thirteen (13) Months prior to the expiry of the current term for which TransGas had agreed to provide such Long-Term Firm Receipt Transportation Service. However, in some instances, TransGas may, acting reasonably, offer a Service for 1-year or longer with No Renewal Rights (NRR), when, in TransGas' opinion, Capacity is only available for a finite period.

ii) Short-Term Firm Receipt Transportation Service

The term of a Short-Term Firm Receipt Transportation Service Agreement extends for one (1) Month to less than one (1) year. In the event Customer contracts for Short-Term Firm Receipt Transportation Service, the term will not Evergreen but rather, the Customer will be required to provide TransGas with a written request for desired renewal of the term in accordance with the Tariff (see NRR in the Tariff Definitions and Renewal Rights in the General Business Policies).

(b) Interruptible Service

In the event the Customer has contracted for this Receipt Transportation Service on an Interruptible basis, the term will commence on the Effective Date, and will continue from Month-to-Month, subject to termination by the Customer upon forty-eight (48) hour's prior written notice to TransGas.

6. Application for Service

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

7. General Terms and Conditions

The General Terms and Conditions of the Tariff and the provisions of the TransGas Service Agreement for Receipt Transportation Service 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.