

POST INTRA-DAY 3 NOMINATIONS

DEFINITIONS

1. In this Tariff Supplement:

- a) "**Aitken Creek Delivery Point**" means the point where the Aitken Creek Pipeline connects with the facilities of the Storage Reservoir at Westcoast's Meter Station No. 36;
- b) "**Kingsvale Delivery Point**" means the point where the Pipeline System connects with the pipeline facilities of FortisBC Energy Inc. at Westcoast's Meter Station No. 31, near Kingsvale, British Columbia;
- c) "**Qualified Delivery Point**" means:
 - i. each of the Delivery Points located within the Huntingdon Delivery Area;
 - ii. the Kingsvale Delivery Point;
 - iii. the NOVA/Gordondale Interconnection;
 - iv. the NOVA/Sunset Delivery Point; and
 - v. the Aitken Creek Delivery Point; and
- d) "**Qualified Receiving Party**" means the Receiving Party for a Qualified Delivery Point;

All other terms used in this Toll Schedule shall have the same meaning as set forth in the General Terms and Conditions.

MODIFICATION OF GENERAL TERMS AND CONDITIONS

2. This Tariff Supplement modifies the General Terms and Conditions, and the General Terms and Conditions shall be subject to and read together with this Tariff Supplement.

EFFECTIVE PERIOD

3. This Tariff Supplement shall be effective for the period commencing at the beginning of the day on September 1, 2009.
4. This Tariff Supplement supercedes and replaces in its entirety, effective at the beginning of the period specified in Section 3, the Tariff Supplement entitled "Post Intra-Day 2 Nomination Changes (Late Day Nomination Pilot)" which has an effective date of August 1, 2008.

PURPOSE

5. The purpose of this Tariff Supplement is to permit a Qualified Receiving Party to make a request, after the time at which authorizations for service are given in the Intra-Day 3 Nomination Cycle, to change the Authorized Volume of gas to be delivered to the Qualified Receiving Party for the account of a Shipper at a Qualified Delivery Point, for the purpose of more accurately matching the Authorized Volume to the physical deliveries of gas being made to the Qualified Receiving Party for the account of the Shipper at the Qualified Delivery Point.

REQUEST FOR CHANGE IN AUTHORIZED VOLUME

6. If a Qualified Receiving Party wishes to change the Authorized Volume of gas to be delivered to the Qualified Receiving Party for the account of a Shipper at a Qualified Delivery Point, the Qualified Receiving Party may, at any time during the day following the authorization of service in the Intra-Day 3 Nomination Cycle, make a request for an increase or decrease in the Authorized Volume of

gas to Westcoast Gas Control.

APPROVAL OF CHANGE IN AUTHORIZED VOLUME

7. Westcoast Gas Control will assess each request made by a Qualified Receiving Party for a change in the Authorized Volume of gas to be delivered to a Qualified Delivery Point for the account of a Shipper on a first come, first served basis. Subject to the satisfaction of the conditions set out in Section 8 and subject to an assessment by Westcoast Gas Control of the available capacity and operating conditions on the Pipeline System and the elapsed flows of gas which have occurred up to the time at which a request for a change in the Authorized Volume is made by a Qualified Receiving Party, Westcoast Gas Control may approve the change in the Authorized Volume requested by the Qualified Receiving Party. Any approval given by Westcoast Gas Control for a change in the Authorized Volume is subject to confirmation and adjustment by Westcoast Gas Scheduling in accordance with Sections 10, 11 and 12.
8. Westcoast Gas Control will not approve a request made by a Qualified Receiving Party for a change in the Authorized Volume of gas to be delivered to the Qualified Receiving Party for the account of a Shipper at a Qualified Delivery Point unless the following conditions are satisfied with respect to the request:
 - a) in the case of an increase in the Authorized Volume requested by a Qualified Receiving Party, such increase is to be offset in its entirety and on the same day by either (i) a decrease in the Authorized Volume of gas to be delivered by Westcoast for the account of a Shipper to the Qualified Receiving Party at another Qualified Delivery Point, or (ii) an increase in the Authorized Receipt Volume of gas to be delivered to Westcoast for the account of a Shipper by the Qualified Receiving Party at another Qualified Delivery Point;
 - b) in the case of a decrease in the Authorized Volume requested by a Qualified Receiving Party, such decrease is to be offset in its entirety and on the same day by either (i) an increase in the Authorized Volume of gas to be delivered by Westcoast for the account of a Shipper to the Qualified Receiving Party at another Qualified Delivery Point, or (ii) a decrease in the Authorized Receipt Volume of gas to be delivered to Westcoast for the account of a Shipper by the Qualified Receiving Party at another Qualified Delivery Point;
 - c) Westcoast Gas Control has received confirmation from the Qualified Receiving Party for each of the Qualified Delivery Points at which a change in the Authorized Volume or the Authorized Receipt Volume of gas is to be made, that it will take delivery of gas from, or deliver gas to, Westcoast, as the case may be, in conformity with the Authorized Volume or Authorized Receipt Volume as so changed; and
 - d) Westcoast Gas Control has determined that approval of the change in the Authorized Volume requested by the Qualified Receiving Party will not adversely affect any service previously authorized for any other Shipper pursuant to Section 4.09 of the General Terms and Conditions.

CONFIRMATION AND ADJUSTMENT OF THE AUTHORIZED VOLUME

9. In addition to making a request to Westcoast Gas Control in accordance with Section 6, the Qualified Receiving Party shall also post a nomination to Westcoast's Late Day Nomination Maintenance screen specifying:
 - a) the Service Entitlement Identifier for the relevant service and the Authorized Volume in respect of which the request was submitted by the Qualified Receiving Party in accordance with Section 6; and
 - b) the Service Entitlement Identifier for the relevant service and the Authorized Volume or Authorized Receipt Volume for the changed deliveries or receipts at any other Qualified Delivery Point which result from the request made in accordance with Section 6.

The provisions of Sections 19.02 and 19.03 of the General Terms and Conditions shall apply to a nomination given by a Qualifying Receiving Party pursuant to this Section 9 as if it were a nomination given by a Shipper pursuant to Section 4.05 of the General Terms and Conditions.

10. Notwithstanding any approval previously given by Westcoast Gas Control in accordance with Section 7, Westcoast Gas Scheduling may reject the nomination posted by the Qualified Receiving Party for a change in the Authorized Volume if:
 - a) all required confirmations by Qualified Receiving Parties have not been received by Westcoast in accordance with Section 8(c); or
 - b) the change requested in the Authorized Volume would adversely affect the service previously authorized for another Shipper pursuant to Section 4.09 of the General Terms and Conditions.
11. Notwithstanding any approval previously given by Westcoast Gas Control, Westcoast Gas Scheduling may reject the nomination posted by the Qualified Receiving Party for a change in the Authorized Volume and require the Qualified Receiving Party to post an adjusted nomination to Westcoast's Late Day Nomination Maintenance screen if:
 - a) the Authorized Volume previously approved by Westcoast Gas Control exceeds the relevant service contracted by the Shipper;
 - b) the Authorized Volume previously approved by Westcoast Gas Control is not offset in its entirety and on the same day by a change in the Authorized Volume or Authorized Receipt Volume to be delivered to, or received by, Westcoast at another Qualifying Delivery Point; or
 - c) the Authorized Volume so requested is less than the Elapsed Prorata Volume.

If the Qualified Receiving Party fails to post an adjusted nomination required by Westcoast Gas Scheduling in accordance with this Section 11, the Qualified Receiving Party shall be deemed conclusively for all purposes of this Tariff Supplement to have withdrawn the nomination previously posted in accordance with Section 9.

12. If Westcoast Gas Scheduling confirms the change in the Authorized Volume initially approved by Westcoast Gas Control pursuant to Section 7, either with or without any adjustment made in accordance with Section 11, Westcoast will adjust the volume of gas delivered to the Qualified Receiving Party for the account of the Shipper to reflect any change in the requirement for System Gas resulting from the change in the Authorized Volume confirmed by Westcoast Gas Scheduling.