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November 29, 2016

Filed Electronically

National Energy Board
517 Tenth Avenue SW
Calgary, Alberta T2R 0A8

Attention: Ms. Sheri Young, Secretary of the Board

Dear Ms. Young:

**Re: NOVA Gas Transmission Ltd. (NGTL)
Albersun Pipeline Asset Purchase
Hearing Order GHW-001-2016 (Hearing Order)
Board File OF-Fac-Gas-N081-2016-04 01
Additional Written Evidence**

Pursuant to paragraph 3.6 of the Hearing Order, please find enclosed NGTL's Additional Written Evidence in this proceeding.

Should the Board require additional information with respect to this filing, please contact me at (250) 686-2870 or by email at azalea_jin@transcanada.com.

Yours truly,
NOVA Gas Transmission Ltd.

Original Signed By

Azalea Jin
Senior Legal Counsel
Canadian Natural Gas Pipelines Law

Enclosures

cc: GHW-001-2016 Interested Parties

NATIONAL ENERGY BOARD

IN THE MATTER OF the *National Energy Board Act*, R.S.C. 1985, c. N-7, as amended, and the regulations made thereunder; and

IN THE MATTER OF an application by NOVA Gas Transmission Ltd. for leave of the National Energy Board to purchase certain assets from Suncor Energy Logistics Corporation and include the cost in the NGTL System rate base, pursuant to Parts IV and V of the *National Energy Board Act*; and for a Certificate of Public Convenience and Necessity for the assets purchased by NGTL pursuant to Part III of the *National Energy Board Act*, and related approvals under the *National Energy Board Act*.

NOVA GAS TRANSMISSION LTD.

ALBERSUN PIPELINE ASSET PURCHASE

ADDITIONAL WRITTEN EVIDENCE

November 29, 2016

To: The Secretary
National Energy Board
517 Tenth Avenue SW
Calgary, Alberta T2R 0A8

1.0 INTRODUCTION

NOVA Gas Transmission Ltd. (NGTL) is providing additional written evidence (AWE) to reflect developments in the Albersun Pipeline Asset Purchase (Application) since the filing of its Application on April 27, 2016.¹ NGTL confirms that the AWE has no impact on any other information provided by NGTL in its Application.

1.1 Background

In the summer of 2013, ATCO Gas and ATCO Pipelines Ltd. (collectively known as ATCO) requested a tap connection to the Albersun Pipeline (Station #7 Tap or Tap) for a new meter station on their system, in order to serve the Parsons Creek subdivision in Fort McMurray. NGTL expected to install the Tap after the closing of the purchase (Closing)² to serve future demand in the Parsons Creek subdivision. The Tap is required as the forecast demand growth is beyond the capability of the existing ATCO meter stations in the Fort McMurray area.

Subsequent to the filing of its Application, NGTL was informed that the Government of Alberta would be installing a number of temporary housing units in the Parsons Creek subdivision in late 2016 to accommodate residents displaced by the wildfires that occurred in the Fort McMurray area in the spring. ATCO informed NGTL that the Station #7 Tap would be required to supply gas to these temporary housing units before the scheduled Closing. As a result, the construction of the Station #7 Tap was scheduled earlier than originally planned to initially serve the temporary housing initiative and subsequently the demand growth in Parsons Creek.

In order to meet the needs of the residents in the new housing units, Suncor Energy Logistics Corporation (Suncor) agreed to construct the Station #7 Tap for ATCO's new meter station by early December 2016, in time to provide service during the winter months. NGTL and Suncor have agreed to include the Tap as part of the purchase of the Albersun Pipeline and the cost of the Tap installation has been estimated at approximately \$795,000. The details of the agreement for the purchase of the Tap are attached as Appendix 1, Second Amending Agreement to the Transfer Agreement (Second Amending Agreement). The purchase price of the Albersun Pipeline has been updated from \$23.992 million to \$24.787 million in accordance with Schedule D-1 to the Second Amending Agreement and further detailed in Section 2.3.

¹ NEB Filing ID: A76613

² As defined in the Application.

2.0 UPDATE TO TRANSFERRED ASSETS**2.1 Need and Necessity**

The Station #7 Tap is required to serve forecast demand growth, which is beyond the capability of the existing ATCO meter stations in the area. The Tap is needed to initially serve the temporary housing initiative and subsequently the demand growth in Parsons Creek.

The Station #7 Tap will be NPS 6, sized to meet ATCO's demand requirements, and will be located at 12-06-090-09-W4M.

2.2 System Design

The installation of the Station #7 Tap will increase the cost of the Purchase Alternative and the Build Alternative by the cost of the Tap installation. Table 1 provides an updated comparison of initial capital costs, total long-term capital costs and cumulative present value cost of service (CPVCOS) for the Purchase Alternative and Build Alternative.

Table 1: Updated Cost Comparison for the Purchase Alternative and Build Alternative

Facility Alternatives	First Year Capital (\$M)	Long-Term Capital (\$M)	CPVCOS (\$M)	CPVCOS Difference (\$M)
Purchase Alternative	29	29	35	0
Build Alternative	89	89	70	+35

The addition of the Station #7 Tap has a minimal effect on the cost comparison. The Purchase Alternative is still preferred.

2.3 Revenue Requirement Impacts and Tolls and Tariff Matters

The cost of the Station #7 Tap will be reflected in the NGTL rate base and will have a negligible impact to the annual revenue requirement, with the average impact over the first five years increasing from \$4.2 million to \$4.3 million. Only the actual costs will be included in the NGTL rate base, as any differences between the estimated and actual Tap costs will be captured in the adjustments at Closing (see Schedules D-1, F-1 and E-1 to the Second Amending Agreement). Including the cost savings from the terminated TBO arrangement, the overall impact to the annual revenue requirement and tolls remains negligible.

2.4 Pipeline Design, Integrity and Safety

The Station #7 Tap will be constructed by Suncor in accordance with all applicable codes, standards, specifications and regulatory requirements.

Upon Closing, the Albersun Pipeline (inclusive of the Tap) will form part of the NGTL System and will be managed within TransCanada's management systems, which includes the Emergency Management Program, Integrity Management Program, Facility Integrity and Reliability Management Program, Safety Management Program and the Security Management Program (as detailed in Section 8.6 of the Application).

Appendix 1

Second Amending Agreement – Transfer Agreement

SECOND AMENDING AGREEMENT
(to the Transfer Agreement)

This SECOND AMENDING AGREEMENT is made as of the 3rd day of November 2016 (the “**Second Amending Agreement**”).

BETWEEN:

NOVA GAS TRANSMISSION LTD., a corporation
governed by the laws of Alberta
(hereinafter referred to as “**NGTL**”)

OF THE FIRST PART

- and -

SUNCOR ENERGY LOGISTICS CORPORATION, a corporation
governed by the laws of Alberta
(hereinafter referred to as “**SUNCOR**”)

OF THE SECOND PART

WHEREAS NGTL and SUNCOR are parties to the Transfer Agreement dated November 14, 2014 as amended pursuant to the First Amending Agreement dated July 13, 2016 (as amended from time to time, the “Transfer Agreement”);

AND WHEREAS NGTL and SUNCOR have agreed to amend the Transfer Agreement as herein provided.

ARTICLE 1
INCORPORATION, DEFINITIONS AND EFFECTIVE DATE

- 1.1 This Second Amending Agreement and the provisions hereof are supplemental to the Transfer Agreement, and are to form part of and have the same effect as though incorporated in the Transfer Agreement.
- 1.2 Unless otherwise defined in this Second Amending Agreement, all capitalized terms contained in this Second Amending Agreement which are defined in the Transfer Agreement shall for all purposes hereof have the meaning given to them in the Transfer Agreement unless the context otherwise specifies or requires.
- 1.3 This Second Amending Agreement shall be effective as of the date first written above.

ARTICLE 2
AMENDMENTS TO THE AGREEMENT

- 2.1 The Transfer Agreement shall be amended as follows:

- (a) by deleting the definition of “**Base Transfer Amount**” in Section 1.1 in its entirety and replacing it with the following:

“**Base Transfer Amount**” means the sum of \$24,787,000 prior to any adjustments pursuant to this Agreement.”

- (b) by deleting Section 3.1(c) in its entirety and replacing it with the following:

(c) **Allocation of Base Transfer Amount:** The Base Transfer Amount will be allocated as follows:

i.	to Suncor Pipeline	\$24,687,000
ii.	to the Miscellaneous Interest	<u>\$ 100,000</u>
		<u>\$24,787,000</u>

- (c) by adding the following definition of “**Deposit**” in Section 1.1:

“**Deposit**” means the sum of \$795,000 which NGTL shall pay to Suncor upon full execution of this Second Amending Agreement, as a partial prepayment for the acquisition of the Transferred Assets, the sum of which will be deducted from the Base Transfer Amount in accordance with Section 3.2 and Schedule D-1.

- (d) by adding the following definition of “**Fort McMurray Station 7 Tap**” in Section 1.1:

“**Fort McMurray Station 7 Tap**” means an NPS 6 tap, valve and associated piping attached to and forming part of the Suncor Pipeline Facilities as currently described in Part II of Schedule A-1, to be constructed by Suncor for the delivery of gas to the ATCO Pipelines Fort McMurray Gate 7 Meter Station to serve the Parsons Creek area within Fort McMurray.

- (e) by adding the following definition of “**Construction Costs (Estimated)**” in section 1.1:

“**Construction Costs (Estimated)**” means an estimate of the reasonable direct costs to construct the Fort McMurray Station 7 Tap as determined by Suncor.

- (f) by adding the following definition of “**Construction Costs (Actual)**” in section 1.1:

“**Construction Costs (Actual)**” means the reasonable direct costs actually incurred by Suncor for the construction of the Fort McMurray Station 7 Tap.

- (g) by adding to Article 2, Section 2.6 as follows:

2.6 Fort McMurray Station 7 Tap

(a) Suncor shall complete the construction of the Fort McMurray Station 7 Tap in a reasonable and prudent manner to NGTL’s reasonable satisfaction, and in accordance with good industry practices and all applicable Laws, and proceed diligently to bring the Fort McMurray Station 7 Tap into service by December 1, 2016 or other date as agreed to by the Parties.

(b) In the event Suncor does not complete the construction of the Fort McMurray Station 7 Tap to NGTL's reasonable satisfaction, NGTL shall give Notice to Suncor within thirty (30) days of the completion of construction that NGTL does not intend to proceed with the purchase of the Fort McMurray Station 7 Tap, and upon NGTL providing such Notice, the Fort McMurray Station 7 Tap no longer forms part of the Transferred Assets for the purposes of this Agreement and Section 4.2(p) shall no longer be a condition precedent.

(h) by adding to Section 4.2, subparagraph (p) as follows:

(p) **Fort McMurray Station 7 Tap:** Suncor shall have completed the construction of the Fort McMurray Station 7 Tap as contemplated by Section 2.6.

(i) by deleting the last paragraph from Section 4.2 in its entirety and replacing it with:

If any of the foregoing conditions in this Section has not been fulfilled by Closing, NGTL may terminate this Agreement by Notice to Suncor, in which event the Parties are released from all obligations under this Agreement, except for obligations arising under Section 5.1(a)(xx)b. However, NGTL may waive compliance with any condition in whole or in part if it sees fit to do so, without prejudice to its rights of termination in the event of non-fulfilment of any other conditions.

(j) by adding to Section 5.1(a), subparagraphs (xviii), (xix) and (xx) as follows:

(xviii) **Fort McMurray Station 7 Tap:** Suncor will construct the Fort McMurray Station 7 Tap in a reasonable and prudent manner in accordance with good industry practices and with all applicable Laws at the time of construction.

(xix) **Construction Costs (Estimated):** Suncor has estimated the reasonable direct costs of construction for the Fort McMurray Station 7 Tap will be no more than \$795,000.

(xx) **Set Off:**

a. In the event the construction of the Fort McMurray Station 7 Tap is not completed to the reasonable satisfaction of NGTL such that NGTL provides notice to Suncor in accordance with Section 2.6(b), the Base Transfer Amount shall be reduced by \$795,000 additional to any other adjustments for the Deposit arising under this Agreement.

b. In the event the Closing of the Transferred Assets is not completed for any reason, the Deposit paid by NGTL to Suncor shall be credited against the "Monthly Demand Charge" payable by NGTL under the Transportation by Others Agreement with Suncor, dated October 1, 2014 as amended ("Albersun TBO"), so as to reduce such "Monthly Demand Charge" as much as possible until such Deposit has been credited in its entirety.

(k) by deleting the page with the header "Part I of Schedule A-1, Delivery Tap Locations" in its entirety and replacing it with the page with the header, "Part I of Schedule A-1, Delivery Tap Locations-1" attached hereto;

(l) by deleting Schedule D in its entirety and replacing it with Schedule D-1 attached hereto;

- (m) by deleting all references to “Schedule D” and replacing each of them with “Schedule D-1”;
- (n) by deleting Schedule E in its entirety and replacing it with Schedule E-1 attached hereto;
- (o) by deleting all references to “Schedule E” and replacing each of them with “Schedule E-1”;
- (p) by deleting Schedule F in its entirety and replacing it with Schedule F-1 attached hereto;
- (q) by deleting all references to “Schedule F” and replacing each of them with “Schedule F-1”;

ARTICLE 3 MISCELLANEOUS

- 3.1 This Second Amending Agreement supercedes all negotiations, discussions and undertakings between the Parties in relation to the subject matter hereof.
- 3.2 Except as specifically amended by this Second Amending Agreement, the Transfer Agreement heretofore executed and delivered shall remain in full force and effect and is hereby ratified and confirmed.
- 3.3 This Second Amending Agreement may be executed by the Parties in counterparts, and may be executed and delivered electronically or by facsimile and all such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF the Parties to this Second Amending Agreement have caused it to be executed by their duly authorized officers as of the day and year first written above.

NOVA GAS TRANSMISSION LTD.

**SUNCOR ENERGY LOGISTICS
CORPORATION**

Per: Original Signed By
Name: Patrick M. Keys
Title: Vice President, Commercial West
Canadian & Eastern U.S. Gas Pipelines

Per: _____
Name: _____
Title: _____

Per: Original Signed By
Name: Stephen M.V. Clark
Title: Senior Vice President and General
Manager
Canadian Natural Gas Pipelines

Per: Original Signed By
Name: Kris Smith
Title: EVP, Downstream

**Part I of Schedule A - 1
To the Transfer Agreement
dated November 14, 2014**

Delivery Tap Locations -1

1.	10"	Tap	M/P	1.74	06-13-92-10 W4M	Tar Island Meter Station (Mildred Lake Sales East Meter Station)
2.	3"	Tap	M/P	2.80	10-12-92-10 W4M	Fort McMurray – Transwest
3.	3"	Tap	M/P	10.70	14-06-91-09 W4M	Northland Forest
4.	3"	Tap	M/P	18.03	4-31-89-09 W4M	Fort McMurray Station 6 (Timberlea)
5.	4"	Tap	M/P	19.73	10-19-89-09 W4M	Fort McMurray Station 5 (Thickwood)
6.	3"	Tap	M/P	20.66	12-17-89-09 W4M	Fort McMurray - Water Treatment Plant
7.	6"	Tap	M/P	23.12	12-04-89-09 W4M	Fort McMurray Station 1
8.	4"	Tap	M/P	27.04	16-16-88-09 W4M	Fort McMurray Station 4 (Airport)
9.	3"	Tap		—	02-05-86-08- W4M	Gregoire Lake (First Nations)
10.	3"	Tap		—	10-33-85-07- W4M	Gregoire - Anzac
11.	2"	Tap	M/P	84.12	7-13-80-14 W4M	Suncor – Marianna Compressor Station and Suncor Marianna OSPL P100 & P200
12.	4"	Tap	-----	-----	7-12-92-10 W4M	Suncor East Tank Farm
13.	3"	Tap	-----	-----	7-14-92-10 W4M	Camp tap off South Terminal
14.	6"	Tap	-----	-----	12-6-90-9 W4M	Fort McMurray Station 7 Tap (Parsons Creek)

SCHEDULE D-1
To the Transfer Agreement
dated November 14, 2014

ADJUSTMENTS

- (a) Suncor is entitled to the revenues and benefits from the ownership and operation of the Transferred Assets incurred and or accrued prior to the Closing Time including, without limitation, the benefit of audit queries for such time when resolved, and is responsible for and will pay for the expenditures pertaining to the ownership, operation and development of the Transferred Assets incurred and or accrued prior to the Closing Time; unless such expenditures were explicitly agreed to in writing by the Parties and performed for the benefit of NGTL;
- (b) NGTL is entitled to the revenues and benefits from the ownership and operation of the Transferred Assets incurred and or accrued from and after the Closing Time and is responsible for and will pay for the expenditures pertaining to the ownership, operation and development of the Transferred Assets incurred and or accrued from and after the Closing Time;
- (c) NGTL shall pay Suncor an amount for the Linepack Value (Estimated), calculated as at the Closing Time;
- (d) Suncor shall deduct the Deposit paid by NGTL in accordance with Schedule E-1 and Schedule F-1.
- (e) In the event the Construction Costs (Actual) are less than the Construction Costs (Estimated), the Base Transfer Amount shall be reduced by the difference in accordance with Schedule E-1 and Schedule F-1.
- (f) In the event NGTL provides Notice under Section 2.6(b), the Base Transfer Amount shall be reduced by \$795,000 in addition to any other adjustments for the Deposit arising under this Agreement.
- (g) All statements and adjustments will be prepared as contemplated herein and in accordance with GAAP;
- (h) Suncor shall prepare and deliver to NGTL for approval a statement no later than fifteen (15) Business Days prior to the Closing Time that shall set forth a written statement of adjustments in the format set out in Schedule "E-1" to this Agreement to be made in accordance with this Agreement ("**Interim Statement of Adjustments**"), shall include any reductions to the Base Transfer Amount which Suncor has elected to include in accordance with Section 2.2(b)(ii) of the this Agreement, and any reimbursement of disconnection costs in accordance with Section 7.1 of this Agreement, and Suncor will make available to representatives of NGTL all information necessary for NGTL to confirm the calculations in the statement. The Interim Statement of Adjustments shall use reasonable estimates where actual amounts are not known at the time of preparation, and once actual costs and revenues are known, those amounts will be taken into account in the Final Statement of Adjustments as per the process described under Subclause (j) below. In the event that NGTL disputes any item in the Interim Statement of Adjustments it shall notify Suncor no later than five (5) Business Days after receipt thereof. If the proposed change(s) or disputed item(s) is disputed by Suncor and the Parties fail to resolve the dispute within five (5)

Business Days after NGTL has notified Suncor of such initial dispute, then the matter in dispute shall be referred to the Accounting Firm for determination in accordance with Subclause (m) of this Schedule D-1, *mutatis mutandis*, and the Closing Date shall be delayed until the first day of the month which is no less than 30 days following the date in which the Accounting Firm has made such determination;

- (i) The Parties acknowledge that there will be adjustments required to power bills for a minimum period of 9 months following the month of consumption of such power. The Party responsible to pay for such adjustments will promptly and without dispute pay such amounts to the Party owed such amounts upon receipt of evidence of such amounts being outstanding;
- (j) Subject to Subclause (h) and Subclause (i), within one hundred and twenty (120) days following the Closing Time, Suncor shall prepare and deliver to NGTL a final statement of all adjustments and payments to be made pursuant to this Agreement in the format set out in Schedule "F-1" to this Agreement ("**Final Statement of Adjustments**"). NGTL shall provide, or cause to be provided, to Suncor full (but non-exclusive) access to, and Suncor at its own expense shall be entitled to audit, the relevant records to aid in the preparation of such statement. Suncor shall provide to NGTL at its own expense the right to review the Final Statement of Adjustments and full access to the working papers of Suncor to aid in such review. The net amount will be remitted by the Party who in the net result is obliged to make payment within fifteen (15) Business Days of receipt by NGTL of the Final Statement of Adjustments;
- (k) The Final Statement of Adjustments shall include an amount for the calculation of the Linepack Value (Actual), which may be greater or less than the Linepack Value (Estimated) amount. If the difference between the Linepack Value (Actual) and the Linepack Value (Estimated) is positive, NGTL shall pay such amount to Suncor and if the difference is negative, Suncor shall pay such amount to NGTL;
- (l) If NGTL is of the opinion that any change is required to be made to the Final Statement of Adjustments as prepared by Suncor, it shall, on or before that date which is five (5) Business Days after the delivery of the Final Statement of Adjustments by Suncor to NGTL (the "**Objection Date**") pursuant to Subclause (j), give written notice to Suncor of any such proposed change, including the reason for such change. If NGTL does not notify Suncor of any proposed change on or before the Objection Date, then NGTL shall be deemed to have accepted the Final Statement of Adjustments;
- (m) If NGTL gives written notice to Suncor of any proposed change to the Final Statement of Adjustments on or before the Objection Date, and if the proposed change is disputed by Suncor and the Parties fail to resolve the dispute within ten (10) Business Days after the Objection Date, then the Accounting Firm shall immediately be engaged by the Parties to resolve forthwith the dispute and the Accounting Firm shall be requested to render its decision without qualifications, other than the usual qualifications relating to engagements of this nature, within fourteen (14) days after the dispute is referred to it. The decision of the Accounting Firm shall be final and binding upon Suncor and NGTL and shall not be subject to appeal by any Party. The fees and expenses of the Accounting Firm shall be shared, one half to Suncor and one half to NGTL;
- (n) Upon agreement with respect to all matters in dispute, or upon a decision of the Accounting Firm with respect thereto, such amendments shall be made to the Final Statement of Adjustments as may be necessary to reflect such agreement or such decision, as the case may be. The net amount will then be remitted promptly by the Party who in the net result is obliged to make payment. In

such event, references in the Agreement to the Final Statement of Adjustments shall refer to the Final Statement of Adjustments, as so amended;

- (o) Notwithstanding the preceding Subclause, each Party will have the right, within the later of six (6) months following the distribution of the Final Statement of Adjustments by Suncor under Subclause (j) or twelve (12) months following the Closing Time, to examine, copy and audit the records of the other relative to the Transferred Assets for the purpose of effecting or verifying adjustments required under this Agreement. The auditing Party will, upon reasonable notice, conduct that audit at its sole expense during normal business hours at the offices of the audited Party or at such other premises where those records are maintained. Any Claims of discrepancies disclosed by that audit will be made in writing to the audited Party within two (2) months following the completion of that audit. That Party will respond in writing to any such Claims within six (6) months of the receipt of notice of those Claims.

SCHEDULE E-1
To the Transfer Agreement
dated November 14, 2014
INTERIM STATEMENT OF ADJUSTMENTS

Interim Statement of Adjustments

Vendor: **Suncor Energy Logistics Corporation**
150 – 6th Avenue S.W.
Calgary, Alberta T2P 3E3

Purchaser: **NOVA Gas Transmission Ltd.**
450 – 1st street SW,
Calgary, Alberta T2P5H1

Property: Suncor Pipeline Facilities, as described in the Transfer Agreement dated ●, 2014.

Effective Date: ●

Closing Date: ●

	<u>Interim Statement</u>	
CDN\$ Unless Indicated		
Base Transfer Amount as adjusted	\$ ●	Per Sections 3.1, 5.1(a)(xx)a. and Schedule D-1
GST on Base Transfer Amount	\$ -	Per Section 3.3
<u>Statement Additions</u>		
Add all prepayments, deposits, lease rentals, operating and maintenance costs incurred and or accrued by Vendor prior to the Closing Time for the benefit of Purchaser and capital additions (excluding the Fort McMurray Station 7 Tap) approved by Purchaser in writing	\$ -	Per Section 3.2 and Schedule D-1
Plus an amount for the Linepack Value (Estimated) as at the Closing Time	\$ -	Per Section 3.2 and Schedule D-1
Plus all other required amounts as contemplated by Section 3.2 and Schedule D-1	\$ -	Per Section 3.2 and Schedule D-1
Total Additions	\$ -	
<u>Statement Deductions</u>		
Less GST paid by Purchaser directly to appropriate Governmental Authority	\$ -	Per Section 3.3
Less the Deposit paid by Purchaser to Vendor prior to the Closing Time.	\$ -	Per Sections 1.1, 3.2 and Schedule D-1
Total Deductions	\$ -	
Amounts Owed to Vendor (Purchaser)		\$ ●

**Please see below for wiring instructions*

INCOMING WIRE TRANSFER INSTRUCTIONS

AMOUNT: \$ ●

PAY TO:

FOR CREDIT OF:

TRANSIT NUMBER:

BANK NUMBER:

ACCOUNT NUMBER:

SWIFT:

SCHEDULE F-1
To the Transfer Agreement
dated November 14, 2014
FINAL STATEMENT OF ADJUSTMENTS

Final Statement of Adjustments

Vendor: **Suncor Energy Logistics Corporation**
150 – 6th Avenue S.W.
Calgary, Alberta T2P 3E3

Purchaser: **NOVA Gas Transmission Ltd.**
450 – 1st street SW,
Calgary, Alberta T2P5H1

Property: Suncor Pipeline Facilities, as described in the Transfer Agreement dated November 14, 2014.

Effective Date: ●

Closing Date: ●

		<u>Final Statement</u>
CDN\$ Unless Indicated		
Base Transfer Amount as adjusted	\$ ●	Per Sections 3.1, 5.1(a)(xx)a. and Schedule D-1
GST on Base Transfer Amount	\$ -	Per Section 3.3
<u>Statement Additions</u>		
Add all prepayments, deposits, lease rentals, operating and maintenance costs incurred and or accrued by Vendor prior to the Closing Time for the benefit of Purchaser and capital additions (excluding the Fort McMurray Station 7 Tap) approved by Purchaser in writing	\$ -	Per Section 3.2 and Schedule D-1
Plus an amount for the Linepack Value (Actual) as at the Closing Time	\$ -	Per Section 3.2 and Schedule D-1
Plus all other required amounts as contemplated by Section 3.2 and Schedule D-1	\$ -	Per Section 3.2 and Schedule D-1
Total Additions	\$ -	

<u>Statement Deductions</u>		
Less GST paid by Purchaser directly to appropriate Governmental Authority	\$ -	Per Section 3.3
Less the Deposit paid by Purchaser to Vendor prior to the Closing Time.	\$ -	Per Section 3.2 and Schedule D-1
Total Deductions	\$ -	
Amounts Owed to Vendor (Purchaser)		\$ ●

**Please see below for wiring instructions*

INCOMING WIRE TRANSFER INSTRUCTIONS

AMOUNT: \$ ●

PAY TO:

FOR CREDIT OF:

TRANSIT NUMBER:

BANK NUMBER:

ACCOUNT NUMBER:

SWIFT: