

Schedule B

Plains Midstream Canada ULC Standard Terms and Conditions for Empress Extraction Dated October 1, 2017

1. INTERPRETATION: These Standard Terms and Conditions are included in and made a part of the agreement (the "**Confirmation**") between Plains and Shipper to which it is attached or in which it is referenced. These Standard Terms and Conditions and any appendices attached hereto, the Confirmation and any additional schedules attached to the Confirmation constitute the "**Agreement**" of the parties. Terms used in the Confirmation that are defined in these Standard Terms and Conditions have, unless otherwise defined in the Confirmation, the meanings given to them in these Standard Terms and Conditions. Appendix 1 to these Standard Terms and Conditions contains additional defined terms used in this Agreement. If there is any conflict between the Confirmation and these Standard Terms and Conditions, the Confirmation will prevail. Headings used in these Standard Terms and Conditions are for convenience of reference only and do not form a part of this Agreement. No purported waiver by either party with respect to any breach of or any right under this Agreement, and no course of dealing or performance, will be deemed to constitute a waiver of any breach or of any right unless such waiver is expressed in writing executed by authorized representatives of the parties hereto. No waiver by either party of any default under this Agreement shall operate as a waiver of any future or other default, whether of a like or different character. This Agreement constitutes the entire and exclusive agreement between the parties with respect to this transaction and all representations, offers and undertakings of the parties made prior to the execution of this Agreement, whether oral or in writing, are merged in it. Any amendment or waiver of this Agreement must be in a writing executed by authorized representatives of the parties hereto.

2. GAS TO BE PROCESSED:

(a) Shipper shall make and be responsible for all necessary arrangements for delivery of Shipper's Gas to the Inlet and for the receipt and acceptance of Shipper's Residue Gas at the Outlet. Shipper shall cause Shipper's Gas to be delivered at the Inlet on a daily basis during the Term unless otherwise specified in the Confirmation. For all firm extraction right contracts Shipper shall hold NGTL Firm Transportation to the Inlet for the full volume of Shipper's Gas and from the Outlet for the full volume of Shipper's Residue Gas. For all other extraction right contracts Shipper shall hold interruptible transportation capacity to the Inlet for all volumes of Shipper's Gas and from the Outlet for all volumes of Shipper's Residue Gas.

(b) Shipper represents and warrants that it has and (subject only to Clause 2(c) of these Standard Terms and Conditions) will continue to have throughout the Term (i) the exclusive right to extract the C₂ and C₃₊ from Shipper's Gas, and (ii) the right to assign and transfer to Plains the exclusive right to extract the C₂ and C₃₊ from Shipper's Gas.

(c) Shipper hereby assigns and transfers to Plains, for the Term, Shipper's exclusive right to extract the C₂ and C₃₊ from Shipper's Gas.

(d) Unless otherwise specified in the Confirmation, Shipper shall have the right and obligation to supply Shrinkage Make-up Gas in respect of each of Ethane Product Shrinkage and Plant Liquid Shrinkage. The party having the right and obligation to supply such Shrinkage Make-up Gas shall supply, on a daily basis during the Term, at the Inlet, GJs of gas equivalent to the GJs of Ethane Product Shrinkage and/or Plant Liquids Shrinkage (as applicable) resulting from the processing of Shipper's Gas.

3. GAS PROCESSING:

(a) Subject to Clauses 3(b), 3(c), 3(e) and 5(c) of these Standard Terms and Conditions, Plains shall cause all Shipper's Gas to be processed on a firm, interruptible or other basis, as specified in the Confirmation.

Unless otherwise specified in the Confirmation, Plains shall be entitled to cause Shipper's Gas to be processed in any of the Extraction Plants in which Plains has processing capacity entitlements. Such processing may include reinjection of C₂ and/or C₃₊ from time to time pursuant to Clauses 3(c) and 3(d) of these Standard Terms and Conditions. Should Plains exercise its right under Clause 5(c) of these Standard Terms and Conditions, such exercising will not be deemed a failure by Plains to process Shipper's Gas.

(b) Subject to Clause 5(c) of these Standard Terms and Conditions, where the Purchased Shrinkage does not include that portion of Shipper's Gas which becomes Ethane Product, Plains shall cause C₂ to be reinjected into Shipper's Residue Gas from time to time as may be directed in writing by the Ethane Purchaser of such Ethane Product, if applicable, and, for greater certainty, C₂ so reinjected shall not be included in the determination of Ethane Product.

(c) Unless otherwise specified in the Confirmation, Plains shall be entitled, in circumstances where processing of Shipper's Gas for the extraction of C₃₊ is not (in Plains' sole determination) economic, to cause Shipper's Gas to not be processed in the Extraction Plants or, if so processed, to cause the C₃₊ to be reinjected into Shipper's Residue Gas and, for greater certainty, C₃₊ so reinjected shall not be included in the determination of Plant Liquids.

(d) Plains shall cause Shipper's Residue Gas to be delivered to Transporter, on behalf of Shipper, at the Outlet. Subject to Clause 5(c) of these Standard Terms and Conditions, Plains shall cause Ethane Product that is not Purchased Shrinkage to be delivered to or on behalf of Shipper at the Ethane Product Point of Delivery.

(e) The parties acknowledge and agree that Shipper's Gas may be commingled with other gas being delivered to the Extraction Plants and that the temperature, pressure and quality of Shipper's Gas, at the Inlet, must be acceptable to the operators of the Extraction Plants. Plains may at its election and without any liability discontinue processing of all or part of Shipper's Gas for so long as the commingled stream does not meet Transporter's then-current specifications.

(f) The parties acknowledge and agree that Shipper's Residue Gas will be commingled with the residue gas attributed to the processing of other gas in the Extraction Plants, and that the temperature, pressure and quality of Shipper's Residue Gas, at the Outlet, shall be acceptable to Transporter.

(g) The parties acknowledge and agree that should, at any time during the Term, a Transporter implements:

- (i) a measuring system to determine the quality and constituents of gas delivered by its shippers in addition to the current volume and calorific values, then Plains shall use such Transporter gas quality and constituent values to determine the portion of Shipper's Gas which becomes Ethane Product and Plant Liquids commencing on the effective date of such implementation by Transporter, or
- (ii) modifications to its tariff structure,

this Agreement shall be amended to the extent necessary to incorporate such tariff modifications such that neither party is disadvantaged to the advantage of the other party as a result of such tariff modifications.

(h) To the extent Plains does not cause processing of Shipper's Gas as set forth in Clauses 3(a), 3(b), 3(c), 3(e) or 5(c) of these Standard Terms and Conditions, it will not be deemed a failure by Plains to process Shipper's Gas. Shipper shall have the right to make other arrangements respecting the processing of such Shipper's Gas for so long as Plains is not processing such Shipper's Gas. To the extent of such other arrangements, such Shipper's Gas shall not be subject to this Agreement.

4. MEASUREMENTS AND STANDARDS: The normal practices and facilities of Transporter and the operators of the Extraction Plants, as the case requires, shall be used for all volumetric, calorific, quality and other determinations and measurements required under this Agreement. The conversion factor used by Plains on all of its volumetric gas measurements at Empress is 27.6932 10³m³ per mmcf.

5. SALE, POSSESSION, TITLE AND RISK:

(a) Shipper shall sell and deliver to Plains, and Plains shall purchase and accept from Shipper, at the Inlet, the Purchased Shrinkage. Possession, title and risk to Purchased Shrinkage shall pass from Shipper to Plains at the Inlet.

(b) With respect to Shipper's Gas (i) possession shall pass from Shipper to Plains at the Inlet and from Plains to Shipper at the Outlet, and (ii) title and risk will be and remain with Shipper.

(c) Shipper acknowledges that if the Purchased Shrinkage does not include that portion of Shipper's Gas which becomes Ethane Product, it will be Shipper's responsibility to negotiate for the purchase and sale of such Ethane Product with an Ethane Purchaser, including arrangements for the receipt of such Ethane Product at the Ethane Product Point of Delivery. Shipper shall notify Plains as to the identity of any such Ethane Purchaser. Shipper acknowledges that failure of Shipper to notify Plains of an Ethane Purchaser for its Ethane Product, or make arrangements for the receipt of its Ethane Product, will result in, at Plains' option, reinjection of the Ethane Product, or Plains having the right to take Shipper's Ethane Product and exchange a volume of make-up gas containing the number of GJs equal to Shipper's Ethane Product Shrinkage. Plains has the right to assign this Ethane Product exchange right to a third party from time to time throughout the Term. In respect of that portion of Shipper's Gas which becomes Ethane Product but which is not Purchased Shrinkage (i) possession shall pass from Shipper to Plains at the Inlet and from Plains to Shipper at the Ethane Product Point of Delivery, and (ii) title and risk will be and remain with Shipper unless exchanged.

(d) Plains shall transfer title to any Shrinkage Make-up Gas to be supplied by Plains to Shipper at the Outlet free from all liens, encumbrances and adverse claims and Plains shall indemnify and save harmless Shipper from and against any and all demands, claims, actions or causes of action, losses, penalties, costs, liabilities, expenses or damages sustained or incurred by Shipper which arise out of, are based on, or are the result of, any such liens, encumbrances or adverse claims.

(e) Shipper represents and warrants that it has and will have good and marketable title to, or sufficient authority to sell and deliver, the Purchased Shrinkage, which shall be free from all liens, encumbrances and adverse claims, and Shipper shall indemnify and save harmless Plains from and against any and all demands, claims, actions or causes of action, losses, penalties, costs, liabilities, expenses or damages sustained or incurred by Plains which arise out of, are based on, or are the result of, any such liens, encumbrances or adverse claims.

(f) Shipper shall at all times have the obligation to make settlement for all royalties, overriding royalties, taxes, levies or any other burdens whatsoever which are applicable before title to the Purchased Shrinkage passes to Plains and Shipper agrees to indemnify Plains and save it harmless from

and against any and all demands, claims, actions or causes of action, losses, penalties, costs, liabilities, expenses or damages sustained or incurred by Plains which arise out of, are based on, or are the result of, any such royalties, overriding royalties, taxes, levies or other burdens.

(g) Plains shall at all times have the obligation to make settlement for any taxes, levies or other burdens whatsoever which are applicable after title to the Purchased Shrinkage passes to Plains and Plains agrees to indemnify Shipper and save it harmless from and against any and all demands, claims, actions or causes of action, losses, penalties, costs, liabilities, expenses or damages sustained or incurred by Shipper which arise out of, are based on, or are the result of, any such taxes, levies or other burdens.

6. DETERMINATION OF AMOUNTS PAYABLE:

(a) Plains shall pay to Shipper for the Purchased Shrinkage purchased and sold during a Billing Month the amount set forth in the Confirmation.

(b) In addition to all other amounts payable by Plains to Shipper under this Agreement, Plains shall pay to Shipper the amount of goods and services tax ("**GST**") payable in respect of any sales hereunder. Shipper shall hold the GST paid by Plains as agent for the Crown and shall remit such GST as required by law.

7. BILLING AND PAYMENT:

(a) On or before the 8th Business Day of each Month during the Term, Plains shall render to Shipper an itemized report of the amounts of Ethane Product Shrinkage, Ethane Product, Plant Liquids Shrinkage and Plant Liquids in respect of the immediately preceding Month (called the "**Billing Month**"). On or before the 15th Business Day of each Month during the Term, Plains shall render to Shipper an itemized statement for the amounts payable under Clause 6 of these Standard Terms and Conditions in respect of the Billing Month. If actual timely accounting data are not available in order to meet the deadlines set forth in this Clause 7(a), the report and statement referred to in this Clause 7(a) may be based on reasonable estimates, with appropriate adjustments to be made reasonably expeditiously in subsequent Months as part of the regular billing and payment process.

(b) On the 25th Day of each Month, or if the 25th Day is not a Business Day, the Business Day immediately following the 25th Day, Plains shall pay Shipper the amount of the statement rendered in the same Month.

(c) If Plains fails to pay when due an amount for which Plains is liable under this Agreement, the amount unpaid shall bear interest at a rate equal to two percent (2%) per annum in excess of the average of the Prime Rates in effect at noon each day until the date of payment (where "Prime Rate" means the rate of interest expressed as a percentage per annum based and announced from time to time by the Toronto Dominion Bank, Main Branch, Calgary, Alberta as the reference rate then in effect for determining interest rates on Canadian dollar commercial loans in Canada). Shipper must provide written notice to Plains of any dispute of an invoice or statement within a period of 12 Months following the Billing Month in respect of which the invoice or statement was issued, failing which after such time the invoice or statement will be deemed accurate and correct.

(d) At any time up to (but not after) twelve (12) months following a month in which payment was due hereunder, either party shall have the right, at its sole cost and expense, upon forty-five (45) days prior written notice, to have a third party auditor (subject to both parties' approval and acting in a commercially reasonable manner), audit on that party's behalf the relevant non-proprietary and readily-accessible books, accounts, and records directly related to an invoice of the other party to verify the

accuracy of such invoice. All information that an auditor acquires shall be kept strictly confidential. An auditor may be required to enter into a confidentiality agreement if it is deemed necessary by the party being audited. Under no circumstances may an auditor disclose third-party information, including, but not limited to third-party customer identities and third-party pricing information, to the party exercising its right for an audit without the written permission of the party being audited. The party being audited will have sole discretion whether to permit such disclosure.

Within ninety (90) days of an audit commencing, audit findings, even if not finalized must be communicated in writing to the party being audited. Within one-hundred and eighty (180) days of an audit commencing, all final audit findings must be presented to the party being audited. Subject to the time limitations defined in this clause 7(d) the parties will negotiate in good faith to verify and promptly settle claims pursuant to this clause provided that any claim not filed with the appropriate court of law within twenty-four months (24) of the date of the invoice in question shall be waived.

(e) In the event either party (the "**Insolvent Party**") becomes insolvent or bankrupt (however evidenced), the other party (the "**Other Party**") may, at its election and upon notice to the Insolvent Party, set off (i) any amounts owing by the Other Party to the Insolvent Party under this Agreement against any amounts owing to the Other Party or any affiliate of the Other Party by the Insolvent Party under other agreements, or (ii) any amounts owing by the Other Party or any affiliate of the Other Party to the Insolvent Party under other agreements against any amounts owing by the Insolvent Party to the Other Party under this Agreement.

8. CONFIDENTIAL INFORMATION:

(a) The provisions of this Agreement, and any and all information relating to the business of a party (the "**Disclosing Party**") that the other party (the "**Other Party**") may acquire under this Agreement or by virtue of the relationship between the parties created by this Agreement, (collectively, "**Confidential Information**") shall be considered confidential by the Other Party and shall not be used or divulged to others by the Other Party, except for the purposes of this Agreement, without obtaining the prior written consent of the Disclosing Party, except that Plains is hereby permitted to show copies of this Agreement, excluding pricing, to the Ethane Purchaser (if applicable) and the owners of the Extraction Plants.

(b) The secrecy obligation in this Clause 8 shall not apply to prevent either party from divulging Confidential Information pursuant to the requirements of any governmental or regulatory authority or court having jurisdiction. Notwithstanding Clause 8(a) of these Standard Terms and Conditions, each party may disclose Confidential Information in confidence to its servants, agents, employees, affiliates, auditors and legal counsel or any bankers, underwriters or financial institutions, on a need to know basis. Each party shall impress upon such persons the confidential nature of any Confidential Information so disclosed, and each party shall be responsible for any unauthorized usage or disclosure by such persons.

9. FORCE MAJEURE:

(a) Subject to the other provisions of this Clause 9, if a party fails or is unable to observe or perform any of the covenants or obligations imposed upon such party under this Agreement and such failure or inability shall have been occasioned by or in connection with or in consequence of Force Majeure, such failure or inability, to the extent it is as a result of Force Majeure, shall be deemed not to be a breach of such covenants or obligations.

- (b) For the purposes of this Agreement, "**Force Majeure**" means:
- (i) any act beyond the reasonable control of a party claiming suspension of its covenants or obligations under this Agreement, including therein but without restricting the generality thereof, lightning, earthquake, storm, strike, lockout, shortage of necessary labour, industrial disturbance, act of the Queen's enemies, sabotage, war, blockage, insurrection, terrorism, riot, epidemic, landslide, flood, fire, washout, arrest and restraint of government (whether federal, provincial, municipal or otherwise), civil disturbance, explosion, breakage of or accident to equipment or people, scheduled third-party plant shutdown, electric power curtailment, the order of any court or any governmental authority, failure of any gas Transporter of transportation, delivery or receipt service upstream or downstream of the Extraction Plants, failure or inability of Kerrobert Pipeline to accept delivery of Plant Liquids or of any transporter of ethane product to accept delivery of Ethane Product, loss of downstream storage for Plant Liquids at any downstream storage facility or any other cause, whether herein enumerated or otherwise, beyond such party's reasonable control, and
 - (ii) any scheduled and unscheduled plant or facility shutdowns for maintenance, inspection or repair.

Notwithstanding the foregoing, Force Majeure shall not include lack of finances for whatever reason or events caused by the gross negligence of the Party claiming Force Majeure.

(c) A party shall not be entitled to claim Force Majeure unless such party shall have given to the other party notice as soon as reasonably possible after an occurrence of the nature of Force Majeure to the effect that such party failed or is unable by reason of Force Majeure (the nature whereof shall be therein specified) to perform the particular covenants or obligations.

(d) The party claiming suspension shall likewise give notice as soon as reasonably possible after the Force Majeure condition shall have been remedied to the effect that the same has been remedied and that such party has resumed or is then in a position to resume the performance of such covenants or obligations.

(e) Notwithstanding anything to the contrary in this Clause 9 expressed or implied, the parties agree that the settlement of strikes, lockouts and other industrial disturbances shall be entirely within the discretion of the particular party involved therein.

10. ASSIGNMENT:

(a) Except as otherwise provided in this Agreement, no assignment of this Agreement, in whole or in part, is valid without the prior written consent of the other party, which consent will not be unreasonably withheld. Plains may assign this Agreement, in whole or in part, without the consent of the Shipper if the assignment is made to any person (which in this Clause includes a company, a partnership or other incorporated or unincorporated entity) that directly or indirectly owns or controls or is owned or controlled by Plains or any person that is owned or controlled directly or indirectly by any person that directly or indirectly owns or controls Plains and that person agrees to assume all future obligations of Plains under this Agreement. Either party (or its assignee) may also assign, pledge or charge as security for any indebtedness, guarantee or other obligation this Agreement and any interest in it without the consent of the other, provided the secured party holds its interest in this Agreement subject to all the terms and conditions of this Agreement and upon realization, the third party acquiring

same will be qualified to assume all future obligations of the assigning party (or its assignee) under this Agreement.

(b) Plains may terminate this Agreement upon 30 Days notice in the event of a transfer of all or a controlling interest in the business of Shipper by sale, merger or by other methods and Shipper must give Plains notice of any such transfer immediately after its effective date.

(c) Any attempted assignment made without obtaining the necessary consent is void. Subject to this Clause, this Agreement is binding upon the parties and their respective successors and approved assigns.

11. DEFAULT: If either Party defaults in the prompt performance and observance of any of the terms or conditions of this Agreement (the “**Defaulting Party**”), the non-Defaulting Party shall as soon as reasonably possible after discovery of the breach/default, and before pursuing any remedy, give written notice of the breach/default to the Defaulting Party (the “**Default Notice**”). The Default Notice shall include the following with specificity: the breach/default, a good faith estimate of any damage resulting from the breach, and a manner in which the defaulting party may cure the breach.

(a) Right to Cure/Remedy: In the event of a default or breach, the Defaulting Party shall have twenty (20) business days after receiving the Default Notice to cure/remedy the specified breach.

(b) Failure to Cure/Remedy: If the specified breach is not remedied or if substantive action has not been commenced to remedy such breach/default (which action is not thereafter diligently pursued until remedied) within twenty (20) business days after receiving the Default Notice, the non-Defaulting Party may proceed with one or more of the following options subject to the other terms and conditions of this Agreement:

- (i) immediately terminate this Agreement;
- (ii) file and pursue an action, suit or other court proceeding against the Defaulting Party for damages; or
- (iii) seek any other appropriate or applicable remedies available at law or in equity.

(c) Any termination of this Agreement shall be without prejudice to the rights and obligations of each Party as accrued at the date of termination.

12. NOTICE: Unless indicated otherwise, any notice required or given hereunder must be in writing and delivered either by hand or sent by facsimile transmission to the address of the recipient indicated in the Confirmation. Any notice, statement or invoice given will be deemed to have been received, if sent by facsimile transmission or hand delivered during regular business hours on a Business Day, on the day of its transmission or delivery, and otherwise on the 1st Business Day following its transmission or delivery. A party may change its address by giving the other party 5 Business Days prior notice in accordance with these procedures.

13. LAWS: This Agreement will be interpreted and governed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein, and the parties hereby irrevocably attorn to the exclusive jurisdiction of the courts of the Province of Alberta.

14. SUBJECT TO LAWS: This Agreement is subject to all laws, rules, regulations, orders and other requirements of each governmental and regulatory authority having jurisdiction over this Agreement.

15. INDEMNITIES:

(a) Shipper shall indemnify and save Plains harmless from and against any and all demands, claims, actions or causes of action, losses, penalties, costs, liabilities, expenses or damages sustained or incurred by Plains which arise out of, are based on, or are the result of, any misrepresentation contained in or breach of any provisions of this Agreement by Shipper.

(b) Plains shall indemnify and save harmless Shipper from and against any and all demands, claims, actions or causes of action, losses, penalties, costs, liabilities, expenses or damages sustained or incurred by Shipper which arise out of, are based on, or are the result of, any misrepresentation contained in or breach of any provisions of this Agreement by Plains, or are the result of any gross negligence or wilful and wanton misconduct of Plains in performing its duties as operator of any Extraction Plant which Plains operates or in respect to Shipper's Gas while it is in Plains' possession.

(c) Under no circumstances will either party be liable to or required to compensate the other party, in contract, tort, negligence or otherwise, for any special, incidental, punitive or consequential loss or damages, and the parties waive their rights to the extent necessary under any statutory provision providing otherwise.

16. SURVIVAL OF OBLIGATIONS: Notwithstanding the expiration or termination of this Agreement, the provisions respecting indemnities, confidentiality and settlement of accounts will remain in full force and effect in accordance with their terms.

17. SEVERABILITY: If any provision of this Agreement is held illegal, invalid or unenforceable for any reason whatsoever, the legality, validity or enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

18. FURTHER ASSURANCES: Each of the parties shall from time to time and at all times do all such further acts and execute and deliver all such further deeds and documents as are reasonably required in order to fully perform the provisions of this Agreement.

Schedule B

Plains Midstream Canada ULC Standard Terms and Conditions for Empress Extraction Dated October 1, 2017

APPENDIX 1 DEFINED TERMS

In this Agreement:

"**Business Day**" means any Day other than Saturday, Sunday and statutory holidays in the Province of Alberta;

"**C₂**" means that portion of Shipper's Gas which, if extracted from Shipper's Gas and not reinjected into Shipper's Residue Gas, would constitute Ethane Product;

"**C₃₊**" means that portion of Shipper's Gas which, if extracted from Shipper's Gas and not reinjected into Shipper's Residue Gas, would constitute Plant Liquids;

"**Confirmation**" has the meaning provided therefor in Clause 1 of these Standard Terms and Conditions, and includes any schedule or other exhibit forming part of this Agreement (save and except these Standard Terms and Conditions and any appendices hereto);

"**Day**" means a period of 24 consecutive hours beginning and ending at 0800 hours (Mountain Standard Time). The reference date for any Day will be the calendar date on which the Day commences;

"**Empress I Expansion**" means the natural gas liquids extraction plant expansion located in SW1/4 12-20-1 W4M in the Province of Alberta, as approved in Alberta Energy and Utilities Board Decision Number 7391, which expansion is, as of the day and year first above written, operated by Plains;

"**Empress I Plant**" means the natural gas liquids extraction plant located in SW1/4 12-20-1 W4M in the Province of Alberta, which plant is, as of the day and year first above written, operated by Plains;

"**Empress II Plant**" means the natural gas liquids extraction plant located in SW1/4 12-20-1 W4M in the Province of Alberta, which plant was built pursuant to Energy Resources Conservation Board of Alberta Decision 82-32, and which plant is, as of the day and year first above written, operated by Plains;

"**Empress V Plant**" means the natural gas liquids extraction plant located in SW ¼ 12-20-1 W4M in the Province of Alberta, which plant was built pursuant to Alberta Energy and Utilities Board Approval No. 1997-1240, and which plant is, as of the day and year first written above, operated by Plains;

"**Empress VI Plant**" means the natural gas liquids extraction plant located at 10-11-02-01 W4M in the Province of Alberta, which plant is, as of the day and year first above written, operated by Plains;

"**Energy Content**" means, in relation to gas, the energy, expressed in GJs, that would be released by the complete combustion of the gas initially free of all water vapour and at a temperature of 15 degrees Celsius, at a constant pressure of 101.325 kilopascals, with the products of combustion cooled to 15 degrees Celsius and all water formed by the combustion reaction condensed to the liquid state;

"**Ethane Product**" means the liquid product comprised primarily of ethane which (i) has been extracted from Shipper's Gas and not reinjected into Shipper's Residue Gas, and (ii) meets the specifications for

ethane product extracted in the Extraction Plants (as determined by the operators of the Extraction Plants);

"Ethane Product Point of Delivery" means the flange connection at the outlet of the ethane product custody transfer meter of the Extraction Plant in which Shipper's Gas was processed;

"Ethane Product Shrinkage" means the Energy Content of Ethane Product in gaseous form;

"Ethane Purchaser" means NOVA Chemicals Corporation or any other person who has acquired the right to purchase Ethane Product;

"Extraction Plants" means the Empress I Plant, the Empress I Expansion, the Empress II Plant, the Empress V Plant and any other natural gas liquids extraction plant located at or near Empress, Alberta;

"GJ" means gigajoule;

"Inlet" means the point at which gas is delivered by Transporter to any one or more of the Extraction Plants, as the case requires;

"Kerrobot Pipeline" means the existing Plains operated National Energy Board regulated natural gas liquids pipeline extending between Empress, Alberta and Kerrobot, Saskatchewan;

"Month" means a period commencing at 0800 hours (Mountain Standard Time) on the first Day of a calendar month and ending at 0800 hours (Mountain Standard Time) on the first Day of the next succeeding calendar month;

"NGTL Firm Transportation" means FT-D1 as defined in the NOVA Gas Transmission Ltd. tariff, or its replacement;

"NGX AB-NIT Month Ahead Index"** means, with respect to a Month, the intra-Alberta Arithmetic Average monthly price (\$/GJ), excluding weekend deals, for the Month of delivery as published in the Canadian Enerdata Ltd. publication *Canadian Gas Price Reporter* in the table titled "Canadian Natural Gas Supply Prices" and which for the Month of April 2012 was \$1.7126/GJ ;

"Outlet" means the point at which residue gas is delivered to Transporter from any one or more of the Extraction Plants, as the case requires;

"Plant Liquids" means the mixture of propane, normal butane, iso-butane and pentanes plus and also any methane, ethane and other substances which are part of the mixture, which (i) has been extracted from Shipper's Gas and not reinjected into Shipper's Residue Gas, and (ii) meets the specifications for plant liquids extracted in the Extraction Plants (as determined by the operators of the Extraction Plants);

"Plant Liquids Shrinkage" means the Energy Content of Plant Liquids in gaseous form;

"Purchased Shrinkage" means that portion of Shipper's Gas which does become Plant Liquids and/or Ethane Product and which Plains is to purchase from Shipper pursuant to Clause 5 of these Standard Terms and Conditions, as specified in section 5 of the Confirmation;

"Shipper" means the party identified as such in the Confirmation;

"**Shipper's Gas**" shall be the gas identified as such in the Confirmation;

"**Shipper's Residue Gas**" means residue gas attributed to the processing of Shipper's Gas under this Agreement by the operators of the Extraction Plants;

"**Shrinkage Make-up Gas**" means the quantity of gas required to replace the Ethane Product Shrinkage and Plant Liquids Shrinkage resulting from the processing of Shipper's Gas;

"**Standard Terms and Conditions**" means this Schedule B;

"**Term**" means the term of this Agreement as set forth in the Confirmation; and

"**Transporter**" means NOVA Gas Transmission Ltd. or Foothills PipeLine (Alta.) Ltd. or both or any other entities which own and operate the pipeline transportation systems which are or may be utilized to transport Shipper's Gas to the Inlet and Shipper's Residue Gas from the Outlet, and includes their respective successors and assigns.