



uniongas

A Spectra Energy Company

2010 Binding Dawn Storage & High Deliverability Open Season

Union Gas Limited ("Union") is pleased to announce the 2010 Binding Dawn Storage and High Deliverability Open Season at our Dawn Hub. The Binding Open Season includes:

1. High Deliverability Storage Service
2. F24-S Service
3. Upstream Balancing Service (UPBS)
4. Downstream Balancing Service (DPBS)
5. In-franchise Incremental Deliverability

The Open Season commences on February 4, 2008 and closes March 4, 2008. All completed bids must be received via fax to Glen Priestley 519-436-4643 by **12:00 noon Eastern Time on Tuesday, March 4, 2008**. Union expects to award capacity for this Open Season on or before March 20, 2008 and have executed contracts with successful bidders by April 17, 2008.

If sufficient market support exists, and Union proceeds with the expansion, Union would anticipate filing a facilities application with the Ontario Energy Board in 2008, with a proposed "in-service" date of fall 2010. For a full description of conditions precedent, and other contract terms please see the pro-forma contracts for each of the services, available at <http://www.uniongas.com/openseason>.

Union welcomes the opportunity to review this package and the services with potential bidders. Please contact your Union Gas sales representative as identified on page 19 to discuss further.

1. High Deliverability Storage at Dawn

Union is proposing a firm, high deliverability, market priced storage service designed to meet the needs of Shippers who have high daily injection or withdrawal requirements. The high deliverability peaking characteristics of this service offers the Shipper flexibility to meet their market and operational needs. Shippers can elect either a 5 or 10 day storage service and both provide unlimited cycling options and firm service 365 days per year.

Storage Parameters

Maximum Storage Balance (“MSB”)

- a) 5 day service (20% deliverability) - total storage space equals 5 times the elected Maximum Daily Withdrawal Quantity.
- b) 10 day service (10% deliverability) - total storage space equals 10 times the elected Maximum Daily Withdrawal Quantity.

Maximum Daily Injection/Withdrawal Quantities

Maximum Daily Injection Quantity (MDIQ) is set at 50% of the Maximum Daily Withdrawal Quantity (MDWQ) for core service. Shipper may elect to increase incremental firm injectability, up to 100% of the Maximum Daily Withdrawal Quantity.

The MDIQ and MDWQ are Firm, 365 days a year and are not impacted by contract storage inventory levels (i.e. no ratchets) and have no cycling restrictions.

Term

Storage services are expected to commence as early as November 1, 2010 or Shipper can request an alternate start date, with the Shipper requesting the specific start date on the bid form. The contract term is for a minimum of 10 years and up to a maximum of 20 years.

Storage Delivery and Receipt Points

Dawn (TCPL) or Dawn (Facilities) will be the receipt and delivery points.

Fuel & Commodity rate

In addition to the bid price for High Deliverability Storage, Shippers will be required to supply their own fuel and pay a commodity charge on all quantities injected or withdrawn from storage. The fuel rate and commodity charge will be those specified in Union’s Market Price Service Schedule.

The current commodity charges are:

Service	Current Rates	
	CDN\$/GJ	Fuel
INJECTION Customer Supplies Fuel (includes commodity & dehydration)	\$0.007	0.6%
WITHDRAWAL Customer Supplies Fuel (includes commodity & dehydration)	\$0.007	0.6%

Pricing

Bidders should consider submitting bids based on Shipper's value for the service, Shipper's costs, and to give a higher priority to Shipper's bid. Bids will be evaluated using a Present Value method using a discount factor of 6% per year.

The bid price for this service will increase by a factor equal to $\frac{1}{2}$ the annual increase in the Consumer Price Index, commencing the second April 1 after the commencement of service, and each April 1 thereafter, as is more particularly described in the contract relating to this service.

How to Bid

Shippers requesting high deliverability storage services shall complete the High Deliverability Storage Service Bid Form included with this package (Attachment A).

Contracts

Union will award capacity by March 20, 2008 and Shippers will execute a High Deliverability Storage Contract, by April 17, 2008. Pro-forma contracts can be found at <http://www.uniongas.com/openseason>.

Complimentary Services to High Deliverability Storage

Union's F24-S is a logical enhancement to High Deliverability Storage, providing firm nominations on up to 13 nomination windows. Shipper may also consider UPBS and DPBS as complimentary services to High Deliverability storage service.

2. F24-S Service

Currently, firm storage rights (either injections or withdrawals) are only available on the first (“Timely”) NAESB nomination window.

The F24-S Service provides for the reservation of firm storage injection and withdrawal capacity, throughout the gas day, on 13 nomination windows. Shippers elect a F24-S Service Quantity (in GJ/d), up to the Maximum Daily Withdrawal Quantity (or Withdrawal Demand) of the applicable underlying storage contract. The actual level of F24-S Service that is available on any day is the lesser of:

- a) The firm injection demand (for injections)
- b) The firm withdrawal demand (for withdrawals)
- c) The F24-S Service Quantity.

F24-S Service enhances the firm injections and withdrawal rights of the underlying storage service, by making the existing daily firm rights available on more than just the first nomination window of the gas day. It does not, however, change the firm rights of the existing storage contracts or convert interruptible daily rights to firm service.

Eligibility Criteria: F24-S Service is open to any Shipper with an existing storage contract or who has submitted a storage service bid and has been awarded a High Deliverability Storage Contract as part of this current Open Season or has HDS from a prior open season. The F24-S Service is an “add on” to an existing or newly contracted storage service. F24-S can be added to any existing storage service by amending the existing storage contract to include Schedule 3, F24-S Service, see High Deliverability Storage contract – Schedule 3

Term

F-24-S services are expected to commence as early as July 1, 2008, with the shipper requesting the specific start date on the bid form. The contract term is for a minimum of 1 year up to a maximum of 20 years.

Fuel

No incremental commodity and fuel charges shall apply. Shippers using F24-S Service will provide fuel and commodity charges as per their underlying storage contract.

Pricing

- Market priced demand charge, tied to the MSB of the underlying storage contract.

- Submit demand charge bids in \$ per GJ/ per year of maximum storage balance (“MSB”). This service will be invoiced as a monthly demand charge (ie. bid price x MSB / 12).

How to Bid

Shippers requesting F24-S Service shall complete the F-24-S Service Bid Form included with this package (Attachment B)

Contracts

For existing storage holders, Shippers will execute an amendment to their existing contract by April 17, 2008. This amendment will include Schedule 3, F24-S Service, for Shippers who do not have an existing storage contract, but bid and are awarded High Deliverability storage linked to the F24-S Service, the pro-forma High Deliverability Storage Contract with F-24-S Service will be executed by April 17, 2008. Pro forma contracts can be found at <http://www.uniongas.com/openseason>.

Complimentary Service to F24-S

Shipper may want to consider UPBS, DPBS as complimentary services to F24-S. Also Union’s F24-T Service – Firm all day transportation – is an add-on service to a Transportation Contract which allows contract holders to nominate transportation on a firm basis, using 13 nomination windows. This service allows a Shipper firm all day access to downstream markets on 13 nomination windows. A Shipper with High Deliverability Storage, F24-S Service and F24-T Service would be able to meet requirements upstream or downstream of Union while reducing the need to purchase gas in the less liquid, intra-day market. Without F24-T Service, any request to move gas upstream or downstream of Dawn is interruptible after the first (i.e.” Timely”) nomination window. Please contact your sales representative for further details (see page 19)

3. Upstream Pipeline Balancing Service “UPBS”

This intra-day balancing service is primarily designed for gas fired power generators downstream or east of Union’s system, but it is available to all firm M12 Dawn to Parkway or Kirkwall Transportation Shippers as well as other Shippers who have firm transportation services to export points located upstream or west of the Dawn Hub.

During this Open Season, Shipper can elect the level of service to correspond to their intra-day needs to load shape for their consumption requirements.

Level 1 Service: provides the intra-day flexibility to load shape for a consumption requirement, with maximum hourly consumption over 8 to 16 hours per day.

Level 2 Service: provides the intra-day flexibility to load shape for a consumption requirement, with maximum hourly consumption over 4 to 20 hours per day.

Eligibility Criteria: Available to any Shipper with a firm transportation contract. This service is an “add on” to a firm Transportation Service. An option is available, in this open season, to extend the existing firm Transportation Contract term to equal UPBS contract term. Please contact your sales representative for further information (see page 19).

Term

UPBS is expected to commence as early as November 1, 2010 or Shipper can request an alternate start date, with the Shipper requesting the specific start date on the bid form. The contract term is for a minimum of 10 years up to a maximum of 20 years.

Storage Delivery and Receipt Points

Dawn (TCPL) or Dawn (Facilities) will be the receipt and delivery points. The ultimate delivery of gas to the Shipper will be dependant upon the ultimate delivery point of the associated firm transportation service.

Fuel

No incremental storage commodity or fuel charges shall apply; however Shipper will continue to pay associated transportation commodity and fuel charges as per the linked Transportation Contract.

Pricing

Bidders should consider submitting bids based on Shipper's value for the service, Shipper's costs, and to give a higher priority to Shipper's bid. Bids will be evaluated using a Present Value method using a discount factor of 6% per year.

The bid price for this service will increase by a factor equal to $\frac{1}{2}$ the annual increase in the Consumer Price Index, commencing the second April 1 after the commencement of service, and each April 1 thereafter, as is more particularly described in the contract relating to this service.

How to Bid

Shippers requesting Upstream Pipeline Balancing Service shall complete the Upstream Pipeline Balancing Service Bid Form included with this package (Attachment C)

Contracts

Pro-forma contracts can be found at <http://www.uniongas.com/openseason>.

Complimentary Services to UPBS

The UPBS is most effective when linked to a storage contract. In addition, Shipper may want to consider F24-S, DPBS as complimentary services to UPBS. Combining Union's F24-T Service with the Shipper's Transportation Contract and UPBS allows firm all day changes to the UPB Service on 13 nomination windows versus the standard 4 NAESB nomination windows. The first NAESB nomination window ("Timely") is the only firm window for UPBS without F24-T Service on the linked Transportation Contract.

4. Downstream Pipeline Balancing Service “DPBS”

The DPB Service is a short notice balancing service available at either Parkway or Kirkwall to Shippers outside of Union’s distribution service franchise area. The DPB Service will offer flexibility to gas fired power generators and others that are sourcing gas at Dawn for delivery to points downstream of Union’s system.

The DPB Service is an intra-day balancing service with receipts and deliveries at Parkway or Kirkwall to be used in conjunction with Shipper’s M12 Firm Transportation Contract (The “Designated Transportation Contract”). This service is intended to link and integrate with TCPL’s FT-SN Service. Shippers will nominate to transport gas from Dawn using their M12 Dawn to Parkway or Kirkwall Transportation Contract, for injection into their DPB Service Account at Parkway or Kirkwall. Injections in the DPB Storage Account are available from Dawn on the standard 4 NAESB nomination windows or 13 nomination windows available with Union’s F24-T Service. Shippers can withdraw gas from the DPB Service Account on as little as 15 minutes notice for downstream transportation using their FT-SN contract on TCPL. Similarly, if gas has been nominated to flow downstream of Union and the requirement for that gas has been reduced, Shippers can inject their surplus gas into the DPB Service account on as little as 15 minutes notice.

The DPB Service is used in conjunction with a Designated Transportation Contract to provide flexibility at Parkway or Kirkwall when there is sufficient unutilized capacity (GJ/hour) under the Designated Transportation Contract and the activity would not exceed the limits on the DPB Storage Account. For maximum flexibility, Shippers should ensure that the Hourly DPBS Quantity is equal to 1/20th of the Contract Demand under their Designated Transportation Contract.

DPB Service Parameters:

Shipper can elect to contract for any amount of DPB Service via the Hourly DPBS Quantity, up to the hourly limit of the Designated Transportation Contract capacity (1/20th of Contract Demand). Shippers shall have a maximum DPBS storage account equal to the equivalent of 6 hours of the Hourly DPBS Quantity.

Eligibility Criteria: Available to any Shipper with an M12 Transportation contract. This service is an “add on” to the M12 Transportation Service. An option is available, in this open season, to extend the existing Transportation Contract term to equal DPBS contract term.

Term

DPBS is expected to commence as early as November 1, 2010 or Shipper can request an alternate start date, with the Shipper requesting the specific start date on the bid form. The contract term is for a minimum of 10 years up to a maximum of 20 years. The term of the DPB Service cannot exceed the remaining term of the Designated Transportation Contract term.

Storage Delivery and Receipt Points

The DPB Service Receipt Point and Delivery Point will be on the Union side of the Delivery Point of the Designated Transportation Contract, (either at Parkway or Kirkwall, upstream of the Union side of the junction of Union's and TransCanada Pipelines' facilities).

Fuel

No incremental commodity or fuel charges shall apply; however Shipper will continue to pay associated transportation commodity and fuel charges as per the linked Transportation Contract.

Pricing

Bidders should consider submitting bids based on Shipper's value for the service, Shipper's variable costs, and to give a higher priority to Shipper's bid. Bids will be evaluated using a Present Value method using a discount factor of 6% per year.

The bid price for this service will increase by a factor equal to $\frac{1}{2}$ the annual increase in the Consumer Price Index, commencing the second April 1 after the commencement of service, and each April 1 thereafter, as is more particularly described in the contract relating to this service.

How to Bid

Shippers requesting Downstream Pipeline Balancing Service shall complete the Downstream Pipeline Balancing Service Bid Form included with this package (Attachment D)

Contracts

Pro-forma contracts can be found at <http://www.uniongas.com/openseason>.

5. In-Franchise Incremental Deliverability and Storage Service

Service Description:

This service enhancement provides the ability for Union's in-franchise distribution service Customers to purchase additional deliverability and injectability or High Deliverability Storage Service, priced at prevailing market value, for use as outlined in their distribution service contract.

In-franchise storage customers are entitled to a pre-determined amount of storage space and deliverability at "cost of service" rates. This incremental deliverability (and injectability) is an equivalent service to "Union provides deliverability inventory", meaning there are no ratchets or decreases in firm rights based on inventory levels.

Note: Union shall have received a decision from the Lieutenant-Governor in Council supporting the Ontario Energy Board's decision in the Natural Gas Electricity Interface Review EB – 2005 – 0551, which decision of the LGIC is satisfactory to Union, in Union's sole discretion

It shall be a condition of providing this service that Union shall have received a decision from the Ontario Energy Board regarding the Storage Allocation Hearing EB – 2007 – 0725 which is satisfactory to Union, in Union's sole discretion

Eligibility Criteria: Any T-1, T-3, U2, U5, U7, U9, R20 or R100 customer.

Storage Parameters

This service has two options and Customers can take either or both:

Option 1

Incremental deliverability and injectability only (no incremental storage space). This service does not have ratchets and is equivalent to the in-franchise deliverability service where "Union supplies deliverability inventory".

Option 2

Incremental storage service, including incremental deliverability, injectability and storage space (5 or 10 day service).

- a) 5 day service (20% deliverability) - total storage space equals 5 times the elected Maximum Daily Withdrawal Quantity.
- b) 10 day service (10% deliverability) - total storage space equals 10 times the elected Maximum Daily Withdrawal Quantity.

Maximum Daily Injection/Withdrawal Quantities

Maximum Daily Injection Quantity (MDIQ) is set at 50% of the Maximum Daily Withdrawal Quantity (MDWQ) for core service.

MDIQ and MDWQ are Firm, 365 days a year and are not impacted by contract storage inventory levels (ie. no ratchets) and have no cycling restrictions.

Term

Storage services are expected to commence as early as November 1, 2010 or Customer can request an alternate start date, with the Customer requesting the specific start date on the bid form. The contract term is for a minimum of 10 years up to a maximum of 20 years.

Variable Costs

Variable costs for incremental services (including commodity costs and fuel) are as per the underlying distribution service contract.

Pricing

Bidders should consider submitting bids based on Shipper's value for the service, Shipper's costs, and to give a higher priority to Shipper's bid. Bids will be evaluated using a Present Value method using a discount factor of 6% per year.

The bid price for this service will increase by a factor equal to $\frac{1}{2}$ the annual increase in the Consumer Price Index, commencing the second April 1 after the commencement of service, and each April 1 thereafter, as is more particularly described in the contract relating to this service.

How to Bid

Customers requesting Infranchise Incremental Deliverability and Storage Service shall complete the Infranchise Incremental Storage Services Bid Form included with this package (Attachment E)

Contracts

Customers who are successful in this open season will execute an amendment to the current distribution contract to add new storage services and/or deliverability, as well as amend contract expiry date to reflect the term commitment (if required) by April 17, 2008. Pro forma contracts can be found at

<http://www.uniongas.com/opensession>.

SUBMISSION AND EVALUATION OF BIDS

If a Shipper wishes to participate in the Open Season, please complete, sign and return the applicable Bid Form for the applicable service by fax to 519-436-4643, Attention: Glen Priestley on or before **12:00 noon EST on Tuesday, March 4, 2008**. Union expects to award capacity for this Open Season on or before March 20, 2008 and have executed contracts with successful shippers by April 17, 2008.

By participating in the Open Season, Shipper further agrees to the terms set out in the attached bid forms for the applicable services.

Notwithstanding anything to the contrary herein, Union reserves the right to reject any and all bids in its sole discretion. Without limiting the foregoing, Union may, but is not required to, reject any bids which do not conform to the Open Season, are incomplete with the terms and conditions outlined in this Open Season, contain additional or modified terms, or are otherwise deficient in any respect. Union may limit the bid quantities awarded subject to limits of deliverability, injectability and/or storage space.

Union will complete a credit review of the legal corporate name indicated on the Bid Form (Union may request proof of legal corporate name). Union will have the right to request and obtain a letter of credit or other security in the form and amount reasonably required by Union, not to exceed a total of a) twelve (12) months of monthly demand charges and b) any potential credit exposure to loaned quantities. Shipper shall provide security within (14) days of notice by Union.

Any bids received in US\$ that are awarded, will be contracted for in US\$.

All bids for service under this Open Season will be evaluated and awarded based on the following allocation methodology:

1. All bids will be converted to CDN\$ / GJ / day of deliverability per year.
 - a. Bids submitted in US\$ will be converted into CDN\$, using the forward year 5 exchange rate as published in the National Post on the day the bids are due
 - b. Any bids in MMBtu will be converted to GJ using 1.055056 GJ/MMBtu
2. For the purpose of evaluation, all bids requiring incremental deliverability will be converted to an equivalent quantity of deliverability required and a corresponding value per year.
3. A valid bid will include the following:
 - a. Legal Corporate Name, Service name, Quantity of service, Price bid, Term and any service parameters required for that service. For example, a bid for UPBS must also include the Level of

Service elected.

- b. Signed by a representative with authority to bind the Shipper and submitted by the deadline.
 - c. Bids must meet or exceed the minimum bid price, if any, as listed for each service. The minimum bid price applies to terms of 10 years or longer.
4. For services with a minimum term of less than 10 years, bid prices for terms less than 10 years must result in a Present Value equal to or greater than the Present Value of a 10 year bid at the minimum 10 year price, using a PV discount factor of 6% per year, applied monthly.
 5. All bids for service requiring incremental deliverability will be ranked by Present Value using a discount rate of 6% per annum, applied monthly, to the annual deliverability value divided by 12, in CDN\$/GJ/d per year.

Attachment A
High Deliverability Storage Service Bid Form

If you wish to participate in this Open Season, please complete, sign and return this Bid Form by March 4, 2008:

Fax: (519) 436-4643
 Attention: Glen Priestley, Business Development, Storage & Transmission

SHIPPER INFORMATION

Shipper Legal Corporate Name: _____

Shipper Address: _____

Shipper Contact Name: _____ Fax No: _____

Telephone No: _____ E-mail: _____

Start Date: Nov/01/2010 Other _____

End Date: _____ (no earlier than March 31, 2020)

Core Service - with Maximum Daily Injection Quantity = 50% of Maximum Daily Withdrawal Quantity

Maximum Daily Withdrawal Quantity: _____ Units (circle one): GJ/d MMBtu/d

Storage - (5 or 10 day service) Circle one: 5 day or 10 day

Core Storage Service Bid Price: _____ Units (circle one): CDN\$/GJ/yr US\$/MMBtu/yr

Supplemental Injectability - bid for incremental injectability above core service level of 50% of MDIQ

Incremental Injectability Quantity: _____ Units (circle one): GJ/d MMBtu/d

Incremental Bid Price for Incremental Injectability: _____ Units (circle one): CDN\$/GJ of MSB /yr
 (applies to incremental injectability above core offering) US\$/MMBtu of MSB / yr

This is a Binding Bid. By participating in this Open Season, subject to Union's acceptance and notification of quantities allocated to Shipper, Shipper hereby irrevocably commits to enter into the High Deliverability Storage Contract with Union on the terms outlined in the High Deliverability Storage Service Bid Form. If this does not occur within 30 days of delivery by Union of written notice to Shipper, Union may, in its sole discretion, elect by written notice to Shipper within 15 days thereafter, to either terminate Shippers participation in the Open Season; or treat Shippers signature and return of this High Deliverability Storage Service Bid Form together with Union's Standard High Deliverability Storage Contract as the legally binding agreement (modified as applicable by Union's notification of the quantities allocated to Shipper) for High Deliverability Storage Services.

Company: _____

Title: _____

Name: _____

Date: _____

Attachment B
F24-S Service Bid Form

If you wish to participate in this Open Season, please complete, sign and return this Bid Form by March 4, 2008:

Fax: (519) 436-4643

Attention: Glen Priestley, Business Development, Storage & Transmission

SHIPPER INFORMATION

Shipper Legal Corporate Name: _____

Shipper Address: _____

Shipper Contact Name: _____

Fax No: _____

Telephone No: _____

E-mail: _____

Existing Storage Contract # _____ (eg. LSTxxx)

Current

Expiry Date: _____ (March 31, 2009 or later)

or Conditional on being awarded High Deliverability Storage in this Open Season

Start Date: Circle one: Jul/01/2008

or _____

F24-S Service Quantity (in GJ/d): _____

End Date for F-24 Service: _____ *

Bid Price for F24-S Service: _____

Units:

CDN\$/GJ/yr of MSB

US\$/MMBtu/yr of MSB

* The F24-S Service contract end date must be on or before the underlying storage contract expiry date.

This is a Binding Bid. By participating in this Open Season, subject to Union's acceptance and notification of quantities allocated to Shipper, Shipper hereby irrevocably commits to enter into the High Deliverability Storage Contract with F24-S Service, or the F24-S Amending Agreement for F24-S service (as applicable) with Union on the terms outlined in the F24-S Service Bid Form. If this does not occur within 30 days of delivery by Union of written notice to Shipper, Union may, in its sole discretion, elect by written notice to Shipper within 15 days thereafter, to either terminate Shippers participation in the Open Season; or treat Shippers signature and return of this F24-S Service Bid Form together with Union's Standard High Deliverability Storage Contract as the legally binding agreement (modified as applicable by Union's notification of the quantities allocated to Shipper) for the F24-S Service.

Company: _____

Title: _____

Name: _____

Date: _____

Attachment C
Upstream Pipeline Balancing Service Bid Form

If you wish to participate in this Open Season, please complete, sign and return this Bid Form by March 4, 2008:
 Fax: (519) 436-4643
 Attention: Glen Priestley, Business Development, Storage & Transmission

SHIPPER INFORMATION

Shipper Legal Corporate Name: _____

Shipper Address: _____

Shipper Contact Name: _____ Fax No: _____

Telephone No: _____ E-mail: _____

Existing Transportation Contract Reference # _____ (eg. M12xxx) Expiry Date: _____

Extend Transportation Contract to correspond with UPBS contract Yes No

If Yes, Transportation Contract # _____ shall be extended to October 31, _____.

Start Date: Nov/01/2010 Other _____

Transportation Contract Demand for UPBS _____ GJ/d

Level of Service: Circle one: 8/16 hrs/day or 4/20 hrs/ day

Term (10 to 20 yrs)= _____ yrs

Bid Price= _____ CDN\$/GJ/d/month of Transport Capacity

This is a Binding Bid. By participating in this Open Season, subject to Union's acceptance and notification of quantities allocated to Shipper, Shipper hereby irrevocably commits (a) enter into the Intra-Day Storage Contract for Upstream Pipeline Balancing Service with Union on the terms outlined in the Upstream Pipeline Balancing Service Bid Form; and (b) if checked, extend the term of the Transportation Contract as indicated in the Upstream Pipeline Balancing Bid Form. If the above events do not occur within 30 days of delivery by Union of written notice to Shipper, Union may, in its sole discretion, elect by written notice to Shipper within 15 days thereafter, to either terminate Shippers participation in the Open Season; or treat Shippers signature and return of this Upstream Pipeline Balancing Service Bid Form together with Union's Standard Upstream Pipeline Balancing Service Contract as the legally binding agreement (modified as applicable by Union's notification of the quantities allocated to Shipper) for the Upstream Pipeline Balancing Services.

Company: _____

Title: _____

Name: _____

Date: _____

Attachment D
Downstream Pipeline Balancing Service

If you wish to participate in this Open Season, please complete, sign and return this Bid Form by March 4, 2008:

Fax: (519) 436-4643
 Attention: Glen Priestley, Business Development, Storage & Transmission

SHIPPER INFORMATION

Shipper Legal Corporate Name: _____

Shipper Address: _____

Shipper Contact Name: _____ Fax No: _____

Telephone No: _____ E-mail: _____

Designated Transportation Contract # _____ (eg. M12048) Expiry Date: _____

Contract Demand: _____ GJ/d

Start Date: Circle one : Jul/01/2008 or _____

Hourly DPBS Quantity _____ GJ/hour Term (10 to 20 yrs) = _____ yrs

Bid Price= _____ CDN \$/ GJ/hr/month of Hourly DPBS Quantity

Extend M12 Transportation contract to correspond with DPBS contract Yes No

If Yes, M12 _____ shall be extended to October 31, _____.

This is a Binding Bid. By participating in this Open Season, subject to Union's acceptance and notification of quantities allocated to Shipper, Shipper hereby irrevocably commits (a) enter into the Downstream Pipeline Balancing Service with Union on the terms outlined in the Downstream Pipeline Balancing Service Bid Form; and (b) if checked, extend the term of the Transportation Contract as indicated in this Downstream Pipeline Balancing Bid Form. If the above events do not occur within 30 days of delivery by Union of written notice to Shipper, Union may, in its sole discretion, elect by written notice to Shipper within 15 days thereafter, to either terminate Shippers participation in the Open Season; or treat Shippers signature and return of this Downstream Pipeline Balancing Service Bid Form together with Union's Standard Downstream Pipeline Balancing Service Contract as the legally binding agreement (modified as applicable by Union's notification of the quantities allocated to Shipper) for the Downstream Pipeline Balancing Services.

Company: _____

Title: _____

Name: _____

Date: _____

Attachment E
In-franchise Incremental Storage Services Bid Form

If you wish to participate in this Open Season, please complete, sign and return this Bid Form by March 4, 2008:
 Fax: (519) 436-4643
 Attention: Glen Priestley, Business Development, Storage & Transmission

SHIPPER INFORMATION

Shipper Legal Corporate Name: _____

Shipper Address: _____

Shipper Contact Name: _____ Fax No: _____

Telephone No: _____ E-mail: _____

Rate _____ (eg. T-1) Current _____

Existing Contract (SA #) _____ Expiry Date: _____

Start Date: Nov/01/2010 Other _____

Term (10 to 20 yrs): _____ yrs

Service Option 1: - incremental deliverability and injectability **without** incremental storage space
 Incremental deliverability / injectability request: _____ (GJ/d)
 Bid Price for Option 1: _____ (CDN\$/GJ/d/month of deliverability)

Service Option 2: - incremental storage service, including injectability, deliverability and storage space
 Incremental deliverability / injectability request: _____ (GJ/d)
 Bid Price for Option 2: _____ (CDN\$/GJ/d/month of deliverability)

Incremental Storage Service (storage space): Circle one: 5 day or 10 day

Storage Service Bid Price: _____ CDN \$/ GJ/yr of space (only for 5 or 10 day service)

This is a Binding Bid. By participating in this Open Season, subject to Union's acceptance and notification of quantities allocated to Shipper, Shipper hereby irrevocably commits to amend the existing distribution contract to incorporate the term and conditions outlined in this In-franchise Incremental Storage Services Bid Form. If this does not occur within 30 days of delivery by Union of written notice to Shipper, Union may, in its sole discretion, elect by written notice to Shipper within 15 days thereafter, to either terminate Shippers participation in the Open Season; or treat Shippers signature and return of this In-franchise Incremental Storage Service Bid Form together with Union's In-franchise Distribution Contract as the legally binding agreement (modified as applicable by Union's notification of the quantities allocated to Shipper) for In-franchise Incremental Storage Services.

Company: _____

Title: _____

Name: _____

Date: _____

CONTACT INFORMATION

For more information on any of the services in this package, please contact your sales representative or Glen Priestley at 519-436-5248 or via email to gpriestley@spectraenergy.com

A list of Storage and Transportation sales representatives can be found on Union's website at <http://www.uniongas.com/storagetransportation/contactus/> and includes:

Leah Moss

Director

(713) 627-5054

lamoss@spectraenergy.com

Mark Isherwood

Director, Business Development

(519) 436-4527

misherwood@spectraenergy.com

Anne Moore

Project Director

(713) 627-4555

anmoore@spectraenergy.com

Wayne Passmore

Account Manager

(519) 436-5356

wpassmore@spectraenergy.com

Steven Tramonte

Account Manager

(713) 627-4411

sgtramonte@spectraenergy.com

Carol Cameron

Account Manager

(519) 436-5258

ccameron@spectraenergy.com

Jacquie Montgomery

Account Manager

(519) 436-5452

jmontgomery@spectraenergy.com

Glen Priestley

Account Manager

(519) 436-5248

gpriestley@spectraenergy.com

Paolo Mastronardi

Account Manager

(519) 436-5264

pmastronardi@spectraenergy.com

For Infranchise Incremental Storage Services, a list of sales representatives can be found on Union's website at <http://www.uniongas.com/contactus/emsales.asp>.