

[Union Gas Logo]

HUB E
SA
[Agreement Date]

(Note: This document shell is for obligated firm Agreements; interruptible and other less firm Agreements are also available; please contact your Account Manager.)

Attention: [Shipper Rep]

RE: ENHANCED BALANCING SERVICE AGREEMENT

This Enhanced Balancing Service Agreement (“**Agreement**”) confirms the existence of an Interruptible Service Hub Contract (HUB) (the “**Contract**”) between [Shipper Name] (“**Shipper**”) and Union Gas Limited (“**Union**”). In addition to the terms and conditions of the Contract, Shipper has requested and Union has agreed to provide an additional “**Enhanced Balancing Service**”. All basic terms and conditions of the Contract shall be applicable to this Enhanced Balancing Service, and during the term of this Agreement, the Contract may not be terminated by Shipper or Union, except as defined in the Default and Termination section of the General Terms & Conditions. In the event of any other discrepancy or conflict in the terms and conditions between the Contract and this Agreement, the terms and conditions of this Agreement shall supersede and take precedence over the Contract. This Agreement shall provide for the following:

1. Union shall provide Shipper an Enhanced Balancing Service (the “**Service**”) at [Point], for the period of [Month day, year] to [Month day, year], for a maximum parked quantity of GJ (MMBtu) and a maximum loaned quantity of GJ (MMBtu).
2. Shipper may have a maximum credit or parking balance (“**Maximum Parked Balance**”) such that the Maximum Parked Balance does not exceed GJ (MMBtu) for the period of [Month day, year] to [Month day, year].
3. Shipper may have a maximum debit or loan balance (“**Maximum Loan Balance**”) such that the Maximum Loan Balance does not exceed GJ (MMBtu) for the period of [Month day, year] to [Month day, year].
4. Union shall receive from Shipper, GJ (MMBtu), on a firm basis, for the period [Month day, year] to [Month day, year].
5. Union shall deliver to Shipper, GJ (MMBtu), on a firm basis, for the period [Month day, year] to [Month day, year].
6. Shipper agrees that the Maximum Loan Balance must be zero (0) on [Month day, year]. In the event that Shipper fails to repay all gas loan quantities by [Month day, year] such that the Maximum Loan Balance is zero (0), Shipper agrees to pay \$3.000000/GJ (\$3.1651680/MMBtu) multiplied by the quantity of gas not repaid (the “**Shortfall**”). In addition, should Union choose to replace such Shortfall, Shipper agrees to pay Union’s costs to replace such gas at [Point], plus an additional 25% of such costs. If Union chooses not to replace such gas, Shipper agrees to pay \$0.150000/GJ (\$0.1582584/MMBtu) multiplied by the Shortfall for each day that the Shortfall, or any portion thereof, exists. Union retains the right to replace the Shortfall at any time that the Shortfall, or any portion thereof, remains. Upon notice of failure to deliver, Union may terminate this Service.

7. Shipper shall ensure that the Maximum Parked Balance under this Agreement shall be reduced to zero (0) on or before [Month day, year]. Should Shipper fail to comply with this requirement, any balance remaining at [Month day, year] shall be removed immediately from this Agreement and transferred to Shipper's Balancing Account under the Contract, and will be subject to the associated charges required to complete the transfer. The quantities will automatically be deemed to be in an Extension Period under Section 5.01C(iii) of the Contract and shall be subject to the rates and terms of an Extension Period as set out in Schedule 'B' of the Contract and the provisions of Section 5.01 C(iii) of the Contract.
8. Shipper agrees to pay Union for this Service, a demand charge of \$ _____ [currency], which shall be invoiced in [number (#)] equal monthly installment(s) of \$ _____ [currency] for the months of [Month, year] to [Month, year] inclusive.
9. This Agreement will take effect immediately.

Please acknowledge your agreement to the above terms and conditions by signing and returning both copies of this Agreement to **Union Gas Limited, 50 Keil Drive North, P.O. Box 2001, Chatham, ON, N7M 5M1; Attention: S&T Contracting** for execution by Union, whereby this shall then constitute a binding Agreement as between the parties.

Yours very truly,

[Union Representative] (519) 436-_____
Account Manager, Union Gas Limited

Acknowledged and Accepted
this _____ day of [Month, year]

[SHIPPER]
Authorized Signatory

UNION GAS LIMITED
Authorized Signatory
