

Contract ID	
Contract Name	

This Northern **GAS DISTRIBUTION CONTRACT** (“**Contract**”), made as of the 1<sup>st</sup> Day of \_\_\_\_\_,

**BETWEEN:**

Enbridge Gas Inc.

hereinafter called "the Company"

- and -

**COMPANY NAME**

hereinafter called "Customer"

**WHEREAS**, Customer has requested from the Company and the Company has agreed to provide Customer with Services;

**AND WHEREAS**, if Customer has elected direct purchase services, Customer will be responsible for supplying Gas to the Company;

**AND WHEREAS**, the Company will distribute Gas to Customer’s Point(s) of Consumption under this Contract pursuant to the Rate Schedule identified in Schedule 1;

**IN CONSIDERATION** of the mutual covenants contained herein, the parties agree as follows:

**1. INCORPORATIONS**

The following are hereby incorporated in and form part of this Contract:

- a) Contract Parameters contained in Schedule 1 as amended from time to time; and
- b) The latest posted version of the Northern Gas Distribution Service Terms and Conditions contained in Schedule 2 subject to Section 12.18 of the Company’s general terms and conditions applicable to Union Rate Zones (“General Terms and Conditions”); and
- c) The latest posted version of the General Terms and Conditions subject to Section 12.18 of the General Terms and Conditions; and
- d) Rate Schedule(s) as identified in Schedule 1 as amended from time to time and as approved by the Ontario Energy Board.

**2. PRELIMINARY AND CONTINUING CONDITIONS**

This Contract and the rights and obligations of the parties hereunder shall be conditional upon the fulfilment and maintenance in good standing of the following conditions:

- a) Financial assurances acceptable to the Company shall be supplied and maintained in accordance with the Union Rate Zone General Terms and Conditions; and
- b) If Customer has elected Bundled Transportation Services (“Bundled T”), Customer and the Company shall have executed and maintained in good standing a Northern Bundled T Contract; and
- c) If Customer has elected Transportation Service (“T-Service”) and Customer had previously been provided a service by the Company that utilized the Company’s contracted upstream transportation capacity, Customer and the Company shall have executed and maintained in good standing a Temporary Transportation Contract Assignment Agreement with the Company during the term of this Contract.

The above conditions must be initially satisfied by Customer twenty-five (25) days prior to the Day of First Delivery.

### **3. CONTRACT TERM**

This Contract shall be effective from the date hereof. However, the Service, obligations, terms and conditions except the North T-Service Transportation from Dawn Base Service, hereunder shall commence on the Day of First Delivery. Subject to the provisions hereof, the Contract shall continue in full force and effect for each Contract Year until notice to terminate is provided by either the Company or Customer. Such Notice must be delivered at least three (3) months prior to the end of a Contract Year.

Notwithstanding the contract term of this Northern Gas Distribution Contract, Customer agrees the North T-Service Transportation from Dawn Base Service will be effective until <Field 8> or until the earlier of:

- a) Customer ceases to take distribution service from the Company;
- b) The underpinning TransCanada transportation contract expires; or,
- c) The Company is able to facilitate TransCanada turnback at Customer’s request consistent with the Company’s turnback policy.

Renewal beyond <Field8> of the North T-Service Transportation from Dawn Base Service will be based on the renewal provisions of both the Company and TransCanada’s underpinning transportation capacity,

### **4. SERVICES PROVIDED**

The Company agrees to provide Services as specified in Schedule 1 and Customer agrees to pay for such Services pursuant to these Contract terms and conditions as set out in this Contract, the referenced attachments, and the rate(s) referenced in Schedule 1.

If Customer has elected Bundled T Services, and if the Company does not receive Gas from Customer under the Northern Bundled T Contract, then the Company’s obligations to provide Services under this Contract may, at the Company’s option, be suspended or terminated by the

Company. This suspension or termination will be effective as of the date specified in the Company's notice to Customer, notwithstanding the Notice provisions of the General Terms and Conditions.

**5. CONTRACT SUCCESSION**

This Contract replaces all previous Northern Gas Distribution (or similar) Contracts, subject to settlement of any Surviving Obligations.

The undersigned execute this Contract as of the above date. If an Agent on behalf of Customer executes this Contract then, if requested by the Company, Agent or Customer shall at any time provide a copy of such authorization to the Company.

Customer

Enbridge Gas Inc.

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Please Print Name

\_\_\_\_\_  
Please Print Name