

Contract ID	
Contract Name	

This Southern BUNDLED T GAS CONTRACT ("Contract"), made as of the 1<sup>st</sup> day of \_\_\_\_, 2004\_\_.

BETWEEN:

~~UNION GAS LIMITED~~ **Enbridge Gas Inc. operating as Union Gas**

hereinafter called "Union"

- and -

- [CUSTOMER NAME]

Hereinafter called "Customer"

Or

End Users as listed in Schedule 3

Hereinafter collectively referred to as "Customer"

And

[AGENT NAME]

hereinafter called "Agent"

**WHEREAS** the intent of this Contract is for Union to provide Services, on a bundled basis, whereby Union receives daily quantities of Gas from Customer; and either stores or delivers Gas to Customer for the End User locations under Gas Distribution Contracts according to their respective Rate Schedule;

**AND WHEREAS**, if applicable, Agent has represented and warranted that it has the authority and right to act as agent for the End Users listed in Schedule 3;

**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 Bundled T Terms and Conditions contained in Schedule 2 subject to Section 12.18 of Union's General Terms and Conditions; and
- c) End Use List in Schedule 3; and
- d) The latest posted version of Union's General Terms and Conditions subject to Section 12.18 of Union's General Terms and Conditions.

## **2 PRELIMINARY AND CONTINUING CONDITIONS**

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

- a) If required under the General Terms and Conditions financial assurances shall be supplied to, and maintained with, Union; and
- b) Customer and Union shall have executed, delivered and maintained in good standing the Gas Distribution Contract(s); and
- c) If required, Agent shall have a valid Gas Marketer's License as defined by the OEB Act and Regulations.

The above conditions must be initially satisfied by Customer or Agent 25 days prior to the Day of First Receipt.

## **3 CONTRACT TERM**

This Contract shall be effective from the date hereof. However, the Service, obligations, terms and conditions hereunder, shall commence on the Day of First Receipt. Subject to the provisions hereof, this Contract shall continue in full force and effect for each Contract Year until Notice to terminate is provided by either Union or Customer/Agent. Such Notice must be delivered at least three (3) months prior to the end of a Contract Year.

## **4 SERVICES PROVIDED**

Union agrees to provide Service under the terms and conditions as set out in this Contract and the referenced attachments. Subject to Authorization Notice being granted by Union, Service under this Contract shall be Firm for the quantities and Receipt Points as specified in Schedule 1.

## **5 RATES FOR SERVICE**

Customer agrees to take and pay for Services herein according to the terms and conditions of the following:

- a) Rate Schedule R-1 as it may be amended from time to time by the Ontario Energy Board; and
- b) this Contract and the incorporations hereto.

## **6 NOTICES**

Notices shall be delivered pursuant to the Notice provision of the General Terms and Conditions and delivered to the addresses as referenced on Schedule 1.

## **7 CONTRACT SUCCESSION**

This Contract replaces all previous Bundled T 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 Union, Agent or Customer shall at any time provide a copy of such authorization to Union.

~~UNION GAS LIMITED~~ Enbridge Gas Inc. operating  
as Union Gas

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

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

~~CUSTOMER~~ Customer

\_\_\_\_\_  
I have the authority to bind the Corporation, or Adhere C/S, if applicable

\_\_\_\_\_  
Please print name

OR

~~AGENT~~ Agent

as agent for End Users  
identified in Schedule 3

\_\_\_\_\_  
I have the authority to bind the Corporation, or Adhere C/S, if applicable

\_\_\_\_\_  
Please print name