

SA #	
Contract Name	

This UNBUNDLED GAS CONTRACT, made as of the _____ day of _____, 200_.

BETWEEN:

UNION GAS LIMITED
hereinafter called "Union"
- and -
COMPANY NAME
hereinafter called "Customer"

WHEREAS Customer has requested Union and Union has agreed to provide Customer Services, on an Unbundled Service basis;

AND WHEREAS Union will deliver Gas to Customer's Points of Consumption or Storage under this Contract pursuant to the Rate Schedule identified in Schedule 1;

AND WHEREAS Customer has entered into a Hub Contract with Union for other transactional services commonly known as Union Hub Services;

AND WHEREAS in cases where the Customer is not the End User, Customer 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 Unbundled 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; and
- e) Rate Schedule U2 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 fulfillment and maintenance in good standing of the following conditions:

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- a) If required under the General Terms and Conditions financial assurances shall be supplied and maintained with Union; and
- b) If required, Customer 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, 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, and terms and conditions thereof, 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 Union or Customer. 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 and the Rate Schedule(s) listed on Schedule 1 as they 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 General Terms and Conditions and delivered to the addresses as referenced on Schedule 1.

7 AGENCY

If an Agent on behalf of the Customer(s) executes this Contract then, if requested by Union, the Agent shall at any time provide a copy of such authorization to Union.

If more than one Customer executes this Contract, they shall in writing appoint an Agent, a copy of which shall be provided to Union.

As long as the agency continues, the Agent shall be the only person to deliver or receive all Notices, invoices, and payments. Any Notice, invoice, or payment made to Union by the

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Agent will be deemed to be received from all Customers. Any Notice, invoice, or payment made by Union to the Agent will be deemed to be received by all Customers. Union shall not be responsible to communicate to the other Customers or End Users any such Notice, invoice, or payment from or to such Agent

8 CONTRACT SUCCESSION

This Contract replaces all previous bundled and unbundled contracts attributable to the end use locations as referenced on Schedule 3, subject to settlement of any Surviving Obligations.

The undersigned executed 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

Authorized Signatory

Please print name

CUSTOMER

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

Please print name

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