

Contract ID	
Contract Name	

This Northern **GAS DISTRIBUTION CONTRACT (“Contract”)**, made as of the ____ day of ____, 20_.

BETWEEN:

Enbridge Gas Inc. operating as Union Gas
hereinafter called "Union"

- and -

COMPANY NAME
hereinafter called "Customer"

WHEREAS, Customer has requested from Union and Union has agreed to provide Customer with Services;

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

AND WHEREAS, Union 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:

- i.** Contract Parameters contained in Schedule 1 as amended from time to time; and
- ii.** The latest posted version of the Service Terms and Conditions contained in Schedule 2 subject to Section 12.18 of Union’s General Terms and Conditions; and
- iii.** The latest posted version of Union’s General Terms and Conditions subject to Section 12.18 of Union’s General Terms and Conditions; and
- iv.** 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:

- i.** Security arrangements acceptable to Union shall be supplied and maintained in accordance with the General Terms and Conditions; and

- ii. If Customer has elected Bundled Transportation Services (“Bundled T”), Customer and Union shall have executed and maintained in good standing a Northern Bundled T Contract; and
- iii. If Customer has elected Transportation Service (“T-Service”) and Customer had previously been provided a service by Union that utilized Union’s contracted upstream transportation capacity, Customer and Union shall have executed and maintained in good standing a Temporary Transportation Contract Assignment Agreement with Union 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 Union 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 <date/year> or until the earlier of:

- i. Customer ceases to take distribution service from Union;
- ii. The underpinning TransCanada transportation contract expires; or,
- iii. Union is able to facilitate TransCanada turnback at Customer’s request consistent with Union’s turnback policy.

Renewal beyond <date/year> of the North T-Service Transportation from Dawn Base Service will be based on the renewal provisions of both Union and TransCanada’s underpinning transportation capacity.

4. SERVICES PROVIDED

Union 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 Union does not receive Gas from Customer under the Northern Bundled T Contract, then Union’s obligations to provide Services under this Contract may, at Union’s option, be suspended or terminated by Union. This suspension or termination will be effective as of the date specified in Union’s notice to Customer, notwithstanding the Notice provisions of the General Terms and Conditions.

5. **NOTICES**

Notices shall be delivered pursuant to the Notice provision of Union's General Terms and Conditions (Section 4) and delivered to the addresses as referenced in Schedule 1.

6. **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 Union, Agent or Customer shall at any time provide a copy of such authorization to Union.

Customer

Authorized Signatory

Please Print Name

Enbridge Gas Inc. operating

as Union Gas

Authorized Signatory

Please Print Name