

Contract ID	
Contract Name	

T1 CONTRACT

This GAS STORAGE AND DISTRIBUTION CONTRACT ("Contract"), made as of the ____ day of _____, 200_

BETWEEN:

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

- and -

COMPANY NAME

hereinafter called "Customer"

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

AND WHEREAS, Union will deliver Customer owned Gas to Customer's Point(s) of Consumption or Storage under this Contract pursuant to the T1 Rate Schedule;

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 – DCQ, Storage and Distribution Services Parameters, and Schedule 1a – Supplemental Services Parameters as amended from time to time; and
- b) The latest posted version of the T1 Contract Terms and Conditions contained in Schedule 2 subject to Section 12.18 of Union's General Terms and Conditions; and
- c) The latest posted version of Union's General Terms and Conditions subject to Section 12.18 of Union's General Terms and Conditions; and
- d) The applicable T1Rate Schedule as amended from time to time and as approved by the Ontario Energy Board.

For the purposes of this Contract, "Point(s) of Receipt" shall mean those points identified in Schedule 1 where Union may receive Gas from Customer.

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) Security arrangements acceptable to Union shall be supplied and maintained in accordance with the General Terms and Conditions; and
- b) Union shall have received all required OEB approvals.

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, terms and conditions hereunder shall commence on the Day of First Delivery. 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. 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 Storage Services and Distribution Services as specified in Schedule 1 and Schedule 1a.

To be eligible for services under the T1 Rate Schedule, Customer must have an aggregated forecasted annual natural gas consumption of at least 2,500,000 m³ and an aggregated Firm Daily Contract Demand up to 140,870 m³ for all Point(s) of Consumption. If the Customer does not maintain this level of consumption during the current contract year or is not expected to maintain this level of consumption then, notwithstanding any other remedy available to Union under this Contract or any other term of this Contract, effective the following contract year, the Customer may no longer qualify for service under the T1 Rate Schedule and may be placed on an alternate service by Union. If the Customer's Firm Daily Contract Demand meets or exceeds 140,870 m³ then the Customer no longer qualifies for services under the T1 Rate Schedule.

5 RATES FOR SERVICE

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

- a) The R1 Rate Schedule and the T1 Rate Schedule 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 the General Terms and Conditions and delivered to the addresses as referenced in Schedule 1.

7 AGENCY

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

Notwithstanding the provisions of Section 2(a) the agent shall be responsible for providing security arrangements acceptable to Union in accordance with the General Terms and Conditions.

The agent and Customer acknowledge and agree that they are unconditionally and irrevocably jointly and severally liable for all Customer obligations under the Contract.

8 CONTRACT SUCCESSION

This Contract replaces all previous Gas Storage and Distribution 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.

Enbridge Gas Inc. operating
as Union Gas

Authorized Signatory

Please Print Name

Customer

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

Please Print Name