

Online Master Temporary Transportation Assignment Notice

RE: Firm Service Transportation Contract(s) between Enbridge Gas Inc. (“Enbridge”) and Shipper

Enbridge and Shipper have entered into one or more M12 and/or C1 firm gas transportation services contract(s) regarding firm transportation services on Enbridge’s gas pipeline system (each such contract a “**Transportation Contract**”).

Shipper intends to temporarily assign, from time to time, all or some of the Contract Demand pursuant to a Transportation Contract to other parties (each such party an “**Assignee**” and each such assignment, an “**Online Temporary Assignment**”) and requests that Enbridge permit such Online Temporary Assignment(s) and facilitate the same on the terms and the conditions set out below.

1) Notification to Enbridge

- a) By entering all required information concerning an Online Temporary Assignment electronically into Enbridge’s *Unionline* application, Shipper will have provided Enbridge a notice of a request for an Online Temporary Assignment to an Assignee (such request a “**Temporary Assignment Request**”).
- b) Each Temporary Assignment Request shall contain the following:
 - i) Assignee name;
 - ii) the requested term of Online Temporary Assignment, which request shall be submitted prior to the Assignment Deadline (defined below); and
 - iii) Assigned Quantity: the applicable quantity of the Contract Demand to be temporarily assigned to Assignee pursuant to the selected Transportation Contract.

2) Terms and Conditions of Online Temporary Assignment

- a) Shipper represents and warrants that each Online Temporary Assignment provides that:
 - i) the Assignee shall be entitled to all rights and shall be subject to all obligations of Shipper under the applicable Transportation Contract, as though the Assignee were Shipper in respect of the applicable Online Temporary Assignment, provided however Assignee shall not be entitled to renew the Transportation Contract; and
 - ii) Shipper may terminate or vary the Assigned Quantity with notice to Assignee and Enbridge, prior to the Assignment Deadline, with such termination or variation in Assigned Quantity taking effect at the first of a month; however Assignee is not entitled to terminate or vary the Online Temporary Assignment.
- b) Notwithstanding any provisions of the Online Temporary Assignment, Shipper authorizes Enbridge to treat each Assignee as Shipper in respect of an Online Temporary Assignment on the terms and conditions specified in the applicable Temporary Assignment Request. For greater

certainty, during the term of an Online Temporary Assignment, Shipper authorizes Enbridge to, without limitation and without notice to Shipper, accept nominations from Assignee, invoice Assignee and accept direction, requests or instruction directly from Assignee in respect of an Online Temporary Assignment.

3) **Shipper's Liability**

- a) Notwithstanding an Online Temporary Assignment or any other agreement between Shipper and Assignee, Shipper agrees and acknowledges that Shipper at all times shall remain obligated to Enbridge to fully perform and observe the covenants and obligations of Shipper that are contained in the applicable Transportation Contract. For greater certainty, if Assignee fails to pay Enbridge any amount due and payable or which may become due and payable or any charges incurred or which may be incurred pursuant to or as a result of the Online Temporary Assignment including but not limited to any charges, costs and expenses related to any gas imbalances, Shipper shall be liable for and shall pay Enbridge for such amount within ten (10) Business Days of receipt of an invoice from Enbridge.

4) **Re-assignments**

- a) Shipper acknowledges and agrees that Assignee may re-assign all or a portion of the Assigned Quantity to another party (who shall then itself become an "Assignee" upon acceptance of such re-assignment) prior to the Assignment Deadline.

5) **Renewal of Transportation Contract**

- a) Enbridge will accept renewals of the Transportation Contract only from Shipper and not from Assignee. All rights and obligations with respect to the renewal of the Transportation Contract remain with Shipper.

6) **Defined Terms**

- a) All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the applicable Transportation Contract.

"Assignment Deadline" – a determined amount of time prior to the start of the Timely Nomination Cycle (1:30pm CCT) for gas flow for the 1st of each month as noted on *Unionline* and as updated from time to time on *Unionline*.