



[Agreement Name]

[Agreement Date]

Confirmation

Exchange

Attention: <SHIPPER REPRESENTATIVE>

This Exchange Confirmation (“Confirmation”) incorporates all of the terms and conditions of the Interruptible Service Hub Contract (HUB_) (the “Contract”) between Enbridge Gas Inc. (“Enbridge”) and <SHIPPER NAME> (“Shipper”). All terms and conditions contained in the Contract, and any Schedules referenced by the Contract as amended from time to time, shall apply to this Confirmation, unless specifically set forth herein. In the event of any conflict or inconsistency between the terms and conditions of the Contract and those of this Confirmation, the terms and conditions of this Confirmation shall supersede and take precedence over the Contract.

Confirmation terms and conditions:

Service Type: Interruptible	
Term Start: [start date]	Term End: [end date]
Receipt Point (to Enbridge): [receipt point]	Delivery Point (to Shipper): [delivery point]
Minimum Quantity: [Quantity] GJ/day ([converted] MMBtu/day)	Maximum Quantity: [Quantity] GJ/day ([converted] MMBtu/day)
Fuel: [fuel %] – up to [Quantity] GJ/day ([converted] MMBtu/day) at [location]	
Nominations: Must be received [hours] before the [window] nomination window	
Rate: Shipper agrees to pay Enbridge \$[Commodity Rate] [Currency] [UOM] [Converted Rate] [Currency] [Converted UOM] which will be invoiced as utilized.	

If on any day Shipper fails to deliver the Authorized Quantity to any of the above noted Receipt Point(s), Shipper agrees to pay \$0.150000/GJ (\$0.1582584/MMBtu) multiplied by the difference between the Authorized Quantity and the actual quantity delivered at the Receipt Point (“Delivery Shortfall”) for every day that the Delivery Shortfall, or any portion thereof, remains, plus any verifiable costs incurred by Enbridge that are directly attributable to Shipper’s failure to deliver the Delivery Shortfall. Enbridge retains the right to replace the Delivery Shortfall at any time throughout the period that the Delivery Shortfall, or any portion thereof, remains and Shipper shall use due diligence to deliver the Delivery Shortfall to Enbridge promptly at the Receipt Point or Dawn (Facilities), as decided at Enbridge’s discretion. Should Enbridge choose to replace the Delivery Shortfall, Shipper agrees to pay Enbridge’s costs to replace such gas at the Receipt Point or Dawn (Facilities), as decided at Enbridge’s discretion, plus an additional 25% of such costs.

If on any day, Shipper fails to accept the Authorized Quantity at any of the above noted Delivery Point(s) Shipper agrees to pay \$0.150000/GJ (\$0.1582584/MMBtu) multiplied by the difference between the Authorized Quantity and the actual quantity accepted (“Receipt Shortfall”) for every day that the Receipt Shortfall, or any portion thereof, remains, plus any verifiable costs incurred by Enbridge that are directly attributable to the Shipper’s failure to accept the Receipt Shortfall.

Shipper and Enbridge agree that each party shall use reasonable efforts in order to balance as nearly as possible the quantity exchanged on a daily basis and to resolve any imbalances in a timely manner.



All quantities will be converted to GJ for billing purposes. Conversion: 1 MMBtu = 1.055056 GJ.

This Confirmation may be signed and sent by facsimile or other electronic communication and this procedure shall be as effective as signing and delivering an original copy.

Please acknowledge your agreement to all of the above terms and conditions by signing and sending this Confirmation to Enbridge Gas Inc. at fax: (519) 436-4694 or email to both: [\[email address of S&T Account Manager\]](#) and storage.transportation@enbridge.com.

Failure to provide a signed copy of this Confirmation to Enbridge, or failure to object in writing to any specified terms in this Confirmation, within two business days of receipt of this Confirmation will be deemed acceptance of the terms hereof.

Yours very truly,

Account Manager, Enbridge Gas Inc.

Acknowledged and Accepted

<SHIPPER NAME>

Authorized Signatory

By: _____

Title: _____