

F24-T SERVICE AGREEMENT dated as of the th day of , 20 ,

ENBRIDGE GAS INC., a company existing under the laws of the Province of Ontario,
(hereinafter referred to as “**Enbridge**”)

-and-

<**SHIPPER NAME**>, a <type of entity> <location of incorporation>,
(hereinafter referred to as “**Shipper**”)

WHEREAS Enbridge and Shipper entered into a Firm Transportation Agreement dated [Month day, year] [C1/M12/Enhanced transport contract reference] (the “**Transportation Contract**”);

AND WHEREAS Shipper has requested, and Enbridge has agreed to provide, an F24-T Service with respect to all or a portion of the Contract Demand under the Transportation Contract.

NOW, THEREFORE, this F24-T Agreement witnesses that, in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. F24-T Service. Subject to Schedule 1, the F24-T Service (as such service is more particularly described in Schedule 1) is selected with respect to GJ/day (MMbtu/day) of the Contract Demand under the Transportation Contract (the “**F24-T Quantity**”).
2. Term. Subject to Schedule 1, the F24-T Service will commence on the later of:
 - (a) [Month day, year]; and
 - (b) the day following the date that all of the conditions precedent set out in Section 3, if any, have been satisfied or waived by Enbridge.

Subject to Schedule 1, the F24-T Service will end on [Month day, year] (the “**Initial Term**”).

3. Condition Precedent. The obligations of the parties under this F24-T Agreement are subject to the following conditions precedent, which are for the sole benefit of Enbridge and which may be waived or extended in whole or in part by Enbridge:
 - (a) Enbridge shall have completed and placed into service the [year] [point] to [point] expansion; and
 - (b) Enbridge shall have received from Shipper the requisite financial assurances reasonably necessary to ensure Shipper’s ability to honour the provisions of this F24-T Agreement (the “**Initial Financial Assurances**”). The Initial Financial Assurances, if required, will be as determined solely by Enbridge; and

(c) The Transportation Contract shall have been executed by both parties, and all conditions precedent to the Transportation Contract shall have been satisfied or waived by the party deriving the benefit of such condition precedent.

Enbridge shall provide written notice to Shipper upon such conditions precedent having been satisfied or waived. If Enbridge concludes that it will not be able to satisfy a condition precedent, Enbridge may, upon written notice to the Shipper, terminate this F24-T Agreement and upon the giving of such notice, this F24-T Agreement shall be of no further force and effect and each of the parties shall be released from all further obligations hereunder; provided that any rights or remedies that a party may have for breaches of this F24-T Agreement prior to such termination and any liability a party may have incurred prior to such termination shall not thereby be released.

IN WITNESS WHEREOF, the parties hereto have caused this F24-T Agreement to be executed by their respective duly authorized officers as of the date first written above.

SHIPPER NAME
Authorized Signatory

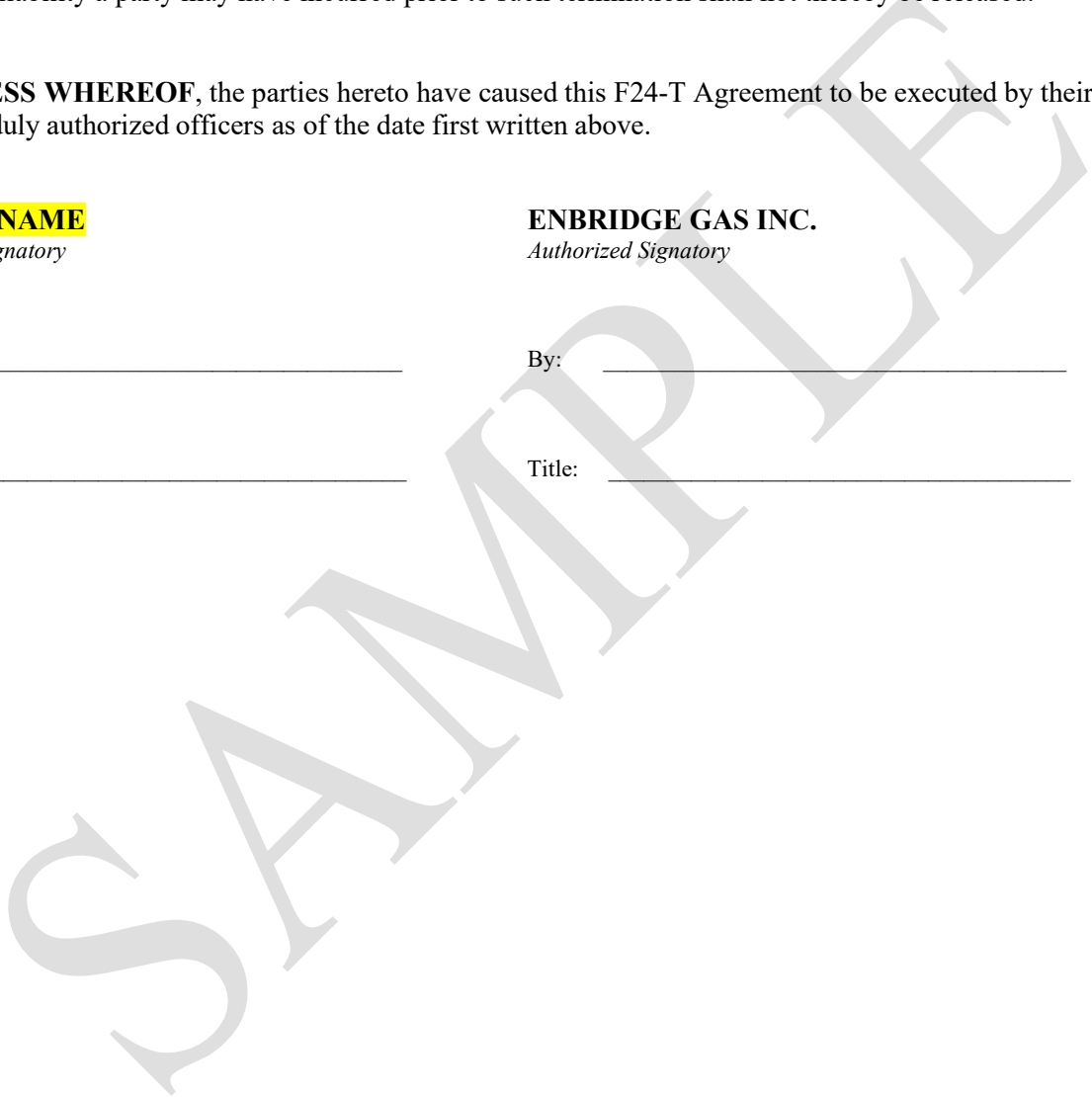
ENBRIDGE GAS INC.
Authorized Signatory

By: _____

By: _____

Title: _____

Title: _____



F24-T Service

1. **Definitions:** Words and phrases used herein and not otherwise defined shall have the meaning provided for in the Transportation Contract.
2. **Nomination Cycles:** With respect to the quantity available to Shipper on a firm basis as determined under Section 3 of this Schedule, for all nomination cycles, Enbridge shall advise Shipper as soon as reasonably practical of the Quantity Available for F24-T Service, which shall only be limited by Enbridge's ability to confirm the nomination with upstream and downstream service providers within the time available, or for reasons of force majeure. Despite anything to the contrary herein, Shipper may not increase its Nomination at any time for any given Day, after Enbridge declares force majeure and until such time as the force majeure ceases.
3. **Firm Commitment:** Shipper's Nomination shall be available on a firm basis up to the lesser of:
 - (a) the hours remaining in the Day (identified in the nomination cycle timelines posted on Enbridge's website and the nomination deadlines provided in *Enerline*), multiplied by the factor specified in Article XXII, paragraph 12 of Schedule "A 2010" of Enbridge's [C1/M12] Rate Schedule (the hourly rate of flow), multiplied by the F24-T Quantity; provided however, that such hourly amounts may differ for each hour remaining in the Day; and
 - (b) the F24-T Quantity, less that portion of the F24-T Quantity that had been accepted by Enbridge as an Authorized Quantity for any previous period of the Day.
4. **Charges:** The charges and rates to be billed by Enbridge and paid by Shipper for the F24-T Service will be those specified in Enbridge's [C1/M12] Rate Schedule set out in Section (C).
5. **Term:** The F24-T Service will terminate on the earlier of: (i) the same date that the Transportation Contract terminates; or (ii) at the end of the Initial Term.
6. **Confirmation:** For greater certainty, except as expressly modified in this F24-T Agreement and this Schedule, the parties acknowledge that:
 - (a) all of the other terms and conditions of the provisions of Schedule "A 2010" of Enbridge's [C1/M12] Rate Schedule and this F24-T Agreement shall continue to apply in all respects to the Contract Demand of the Transportation Contract and the F24-T Quantity (unless otherwise stated herein); and
 - (b) the F24-T Service is only available as a supplemental service to the services provided under the Transportation Contract. Accordingly:
 - (i) Shipper shall be required to maintain a minimum Contract Demand equivalent to the F24-T Quantity until the expiry of the Initial Term.
 - (ii) the F24-T Service shall only apply to the extent that the underlying Contract Demand is available under the Transportation Contract, and is subject to any limitations, restrictions and qualifications applicable to that Contract Demand;
 - (iii) the terms and conditions of Sections 1.01, 1.02, 1.03, 1.05, 1.06, 1.07, 1.08, 5.01, (provided that Shipper's nominations are subject to Section 2 of this Schedule),

5.02, 5.03, 5.04, 5.05, 5.06 and 5.07 of the Transportation Contract, as amended from time to time, shall apply to the F24-T Service and this F24-T Agreement, *mutatis mutandi*, as if incorporated into this Schedule;

- (iv) the last sentence of the first paragraph of Section 3, Article XVIII of Enbridge's [C1/M12] Rate Schedule "A 2010", as amended from time to time, shall not apply and instead the monthly demand charge relief for F24-T Service shall be determined in accordance with Section 7 of this Schedule;
- (v) Section 2, Article XIX of Enbridge's [C1/M12] Rate Schedule "A 2010", as amended from time to time, shall apply (amended as necessary to provide that the maximum security that Enbridge may demand is equal to 12 times the monthly demand charge for F24-T Service); and
- (vi) Shipper may assign this F24-T Agreement to a third party provided that:
 - i. the third party has a Contract Demand under a firm transportation contract that is greater than or equal to the F24-T Quantity and has a term under the same transportation contract that is greater than or equal to the remaining term of this F24-T Agreement; and
 - ii. the prior written consent of Enbridge shall have been obtained, such consent not to be unreasonably withheld.

The Shipper shall not be released from liability under this F24-T Agreement unless Enbridge expressly releases the Shipper after having received satisfactory financial assurances from the third party.

- 7. Force Majeure: Shipper shall be entitled to a reduction in the monthly demand charge applicable to the F24-T Service by the same percentage that the monthly demand charge applicable to the Contract Demand under the Transportation Contract is reduced as a result of a force majeure. In no event shall Shipper be entitled to a reduction in any month that exceeds the monthly demand charge applicable to the F24-T Service for that month.
- 8. Conflicts: In the event of any conflict between the terms of this Schedule, the main body of this F24-T Agreement, the Transportation Contract and Enbridge's [C1/M12] Rate Schedule, the order of priority shall be as follows:
 - (a) Enbridge's [C1/M12] Rate Schedule (except to the extent Article XXII of Schedule "A 2010" thereof is expressly modified by the terms of this Schedule);
 - (b) this Schedule;
 - (c) the main body of this F24-T Agreement; and
 - (d) the Transportation Contract.