

**INTERRUPTIBLE SERVICE HUB CONTRACT** dated as of the     <sup>th</sup> 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 owns and operates a natural gas transmission and storage system in southwestern Ontario, through which Enbridge offers services including natural gas transportation, exchange, balancing, and name change services, collectively referred to as the “**Services**”, as defined in Article II herein;

AND WHEREAS Shipper wishes to retain Enbridge to provide one or more of the Services, as set out herein, and Enbridge has agreed, subject to the terms and conditions of this Contract, to provide the Services requested, on an interruptible basis;

NOW THEREFORE, this Contract 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:

#### **ARTICLE I - INTERPRETATION AND DEFINITIONS**

1.01 Divisions, Headings and Index: The division of this Contract into Articles, Sections and Subsections, and the insertion of headings and any table of contents or index provided are for convenience of reference only, and shall not affect the construction or interpretation hereof.

1.02 Industry Usage: Words, phrases or expressions which are not defined herein and which, in the usage or custom of the business of the transportation, storage, and distribution or sale of natural gas have an accepted meaning shall have that meaning.

1.03 Extended Meaning: Unless the context otherwise requires, words importing the singular include the plural and vice versa, and words importing gender include all genders. The words “herein” and “hereunder” and words of similar import refer to the entirety of this Contract, including the Schedules incorporated into this Contract, and not only to the Section in which such use occurs.

1.04 Conflict: In the event of any conflict between the provisions of the main body of this Contract and those of Schedules 1 and 2 and the MPSS or the C1 Rate Schedule, the provisions of the MPSS or the C1 Rate Schedule (as applicable) shall prevail over the main body of this Contract and Schedules 1 and 2, and Schedules 1 and 2 shall prevail over the main body of this Contract.

1.05 Currency: All reference to dollars in this Contract shall mean Canadian dollars.

1.06 Schedules: Refers to the schedules which are specifically included as part of this Contract, and include:

- Schedule 1 - Contract Parameters (attached hereto)
- Schedule 2 - Pricing Provisions (posted to Enbridge's website)

1.07 Measurements: Units set out in SI (metric) measurement are the governing units for the purposes of this Contract. Units set out in Imperial measurement in parentheses beside their SI (metric) equivalent are for reference only and in the event of a conflict between SI (metric) and Imperial measurement herein, SI (metric) shall prevail.

1.08 Rate and Price Schedules:

- (a) **“Enbridge’s C1 Rate Schedule”** or **“C1 Rate Schedule”** or **“C1”** shall mean Enbridge’s C1 Rate Schedule, (including the C1 Schedule “A 2010” C1 General Terms and Conditions) or such other replacement rate schedule which may be applicable to the Transportation and Exchange Services in Section 2.01 (a) provided hereunder as approved by the Ontario Energy Board, and shall apply hereto, as amended from time to time, as if incorporated into this Contract.
- (b) **“Market Price Service Schedule”** or **“Enbridge’s MPSS”** or **“MPSS”** shall mean Enbridge’s Market Price Service Schedule, including the Market Price Service Schedule prices and Market Price Service Schedule General Terms and Conditions, or such other replacement price schedule which may be applicable to the Balancing and Name Change Services in Section 2.01 (b) provided hereunder as last adopted by Enbridge and posted to Enbridge’s website with at least 30 days’ prior notice, and shall apply hereto, as amended from time to time, as if incorporated into this Contract.

## ARTICLE II - SERVICES

2.01 (a) Transportation and Exchange Services: Shipper agrees to the terms and conditions set out herein for the provision of one or more of the following Services, pursuant to Enbridge's available daily capacity, and subject to Enbridge's C1 Rate Schedule as follows:

A. Transportation:

Enbridge agrees, on any day, to receive on Shipper's behalf at the Receipt Point, any quantity of gas which Shipper nominates and which Enbridge has authorized for transportation service, and to deliver that quantity of gas to Shipper at the Delivery Point.

B. Exchange Services:

- (i) Enbridge agrees, on any day, to receive on Shipper's behalf at an agreed to point located outside the Service Hub (**“Exchange Point”**), or at a Receipt Point, any quantity of gas which Shipper nominates and which Enbridge has authorized for exchange service, and to deliver that quantity of gas to Shipper at an Exchange Point or a Delivery Point.

- (ii) The parties agree that any quantity of gas to be delivered by Enbridge to any upstream or downstream transporter (the “**Transporter**”) for delivery to Shipper may be subject to acceptance by the Transporter, and to the extent that the Transporter is unable or unwilling to deliver such quantities, this shall not be deemed a failure to deliver by Enbridge.
- (b) Balancing and Name Change Services: Shipper agrees to the terms and conditions set out herein for the provision of one or more of the following Services, pursuant to Enbridge's available daily capacity, and subject to Enbridge's MPSS as follows:

C. Balancing:

Enbridge agrees, on any day, to either receive a quantity of gas from Shipper and credit Shipper's Balancing Account, or to deliver a quantity of gas to Shipper and debit Shipper's Balancing Account. Such quantity of gas as Shipper nominates and Enbridge has authorized for Balancing Service shall not exceed the limits as posted on the secured portion of Enbridge's website (the secured portion of Enbridge's website is known as “**Enerline**”) under the following terms and conditions:

(i) The Parking Service is authorized for a “**Parking Period**” of up to sixty (60) days, except between August 1 and December 15 of each year when Parking Service will only be authorized for a Parking Period of up to ten (10) days. However, Shipper shall ensure that Shipper's Balancing Account, when in a credit position, is reduced to zero (0), at each point on the Service Hub: at least once every sixty (60) days between December 16 and July 31, inclusive; on July 31; and at least once every ten (10) days for gas delivered between August 1 and December 15, inclusive, of each year.

(ii) The Loan Service is authorized for a “**Loan Period**” of up to sixty (60) days, except between December 15 and April 30 of each year, when Loan Service will only be authorized for a Loan Period of up to ten (10) days. However, Shipper shall ensure that Shipper's Balancing Account, when in a debit position, is reduced to zero (0), at each point on the Service Hub: at least once every sixty (60) days between May 1 and December 14, inclusive; on December 14; and at least once every ten (10) days for gas delivered between December 15 and April 30, inclusive, of each year.

(iii) Should Shipper fail to comply with the requirements of Subsections 2.01 C (i) and (ii), in obtaining a zero (0) balance as stipulated therein, then Enbridge shall automatically extend the Parking Service or Loan Service from the day that such Balancing Account should have been brought to zero (0) for an “**Extension Period**”, which shall equal the authorized Parking Period or Loan Period as defined above, at rates and under terms as set out in Schedule 2, hereof. During any Extension Period where a zero (0) balance is required every ten (10) days, Shipper shall use due diligence to either take delivery of the Parking Service gas quantities from or return the Loan Service gas quantities to Enbridge promptly.

(iv) Notwithstanding any other term of the Contract, including all applicable schedules, at any time during the term of this Contract, Enbridge, at its sole discretion, with forty-eight (48) hours' verbal notice to Shipper (to be followed in writing), may require Shipper to take action to bring balance in Shipper's Balancing Account to zero (0) by the end of such forty-eight (48) hour period. To the extent such balance has not been brought to zero (0) within the required period, any such remaining balance shall be treated as if it were a quantity in the Shipper's Excess Storage Balance or Drafted Storage Balance, as applicable, pursuant to the posted MPSS prices and Article XX of the MPSS General Terms and Conditions. In such case, Enbridge shall be entitled to all of the remedies and Shipper shall pay all of the charges that apply accordingly.

(v) All gas quantities must be either received by Shipper in the Parking Service, or delivered by Shipper in the Loan Service, at the same point where the Shipper's Balancing Account for such quantities is held, however, should Shipper nominate a different point, Enbridge shall make reasonable efforts to accommodate such change and Shipper shall be responsible for any and all additional costs or charges applicable at the time.

D. Name Change:

(i) Enbridge agrees, on any day, to effect a name change at a point on the Service Hub for any quantity of gas which Shipper nominates and which Enbridge has authorized for Name Change Service. Shipper and/or its designate shall ensure that Enbridge is notified of the names of the parties underlying this transaction, which name change(s) Enbridge shall confirm to all relevant Transporters (including Enbridge).

(ii) Enbridge will not accommodate any name changes unless the party for which the name change is being made has executed a valid and approved Interruptible Service Hub Contract and made a Service Hub nomination with Enbridge, or has properly nominated under other contracts in place with Enbridge.

2.02 Accounting for Services: All quantities of gas handled by Enbridge shall be accounted for on a daily basis. Services provided hereunder shall be in accordance with the prescribed nominations procedures herein, and shall be interruptible in nature and subordinate to any and all firm services supplied by Enbridge.

2.03 Commingling: Enbridge shall have the right to commingle the quantity of gas referenced herein with gas owned by Enbridge or gas being stored and/or transported by Enbridge for third parties.

2.04 Imbalances: The parties hereto recognize that with respect to Section 2.01 (b) C, on any Day, receipts of gas by Enbridge and deliveries of gas by Enbridge may not always be exactly equal, but each party shall cooperate with the other in order to balance as nearly as possible the quantities transacted on a daily basis, and any imbalances arising shall be allocated to the Balancing Service at the relevant Receipt or Delivery Point where Shipper was to provide or take the gas, and shall be subject to the terms and charges of the Balancing Service as per Section 2.01(b) C, and shall be resolved in a timely manner.

### ARTICLE III - CHARGES AND RATES

Except as otherwise stated herein, the charges to be billed by Enbridge and paid by Shipper for the Services will be those of Schedule 2 Pricing Provisions, as posted on Enbridge's website, [www.Enbridgegas.com](http://www.Enbridgegas.com), which Schedule, as revised from time to time by Enbridge, is hereby incorporated by reference into this Contract, plus applicable Taxes.

### ARTICLE IV - POINTS AND PRESSURES

Receipt and delivery points and pressures shall be as defined in Article XXIII of the C1 Schedule "A 2010" General Terms and Conditions.

Exchange points shall be any mutually agreed upon point, and shall have the definition as per the appropriate Transporter's tariff.

### ARTICLE V - NOMINATIONS

Services provided pursuant to Section 2.01 (a) hereunder shall be in accordance with the prescribed nominations procedure set out in Article XXII of Enbridge's C1 Schedule "A 2010" General Terms and Conditions, except that nominations for Exchange Services must be received by Enbridge's Gas Management Services on or before 10:30 am in the Eastern time zone, unless otherwise agreed to in writing by the parties, on the Day immediately preceding the Day for which service is requested, and Services provided pursuant to Section 2.01 (b) hereunder shall be in accordance with the prescribed nominations procedure set out in Article XX of Enbridge's MPSS General Terms and Conditions.

### ARTICLE VI - CONDITIONS PRECEDENT

6.01 Conditions Benefiting Enbridge: The obligations of Enbridge to provide the Services hereunder 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 in the manner provided for in this Contract:

- (a) Enbridge shall have obtained all internal approvals that are necessary or appropriate to provide the Services; 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 Contract (the "**Initial Financial Assurances**"). The Initial Financial Assurances, if required, will be as determined solely by Enbridge.

6.02 Enbridge and Shipper shall each use due diligence and reasonable efforts to satisfy and fulfil the conditions precedent specified in Section 6.01 (b). Enbridge shall notify Shipper forthwith in writing of the satisfaction or waiver of each condition precedent. If Enbridge concludes that it will not be able to satisfy a condition precedent it may, upon written notice to Shipper, terminate this Contract and upon the giving of such notice, this Contract 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 Contract prior to such termination

and any liability a party may have incurred before such termination shall not thereby be released.

#### ARTICLE VII - MISCELLANEOUS PROVISIONS

7.01 Assignment: Shipper may not assign this Contract.

7.02 Notices: All communications provided for or permitted hereunder shall be in writing, personally delivered to an officer or other responsible employee of the addressee or sent by registered mail, charges prepaid, or by facsimile or other means of recorded electronic communication, charges prepaid, to the applicable address or to such other address as either party hereto may from time to time designate to the other in such manner; provided that no communication shall be sent by mail pending any threatened, or during any actual, postal strike or other disruption of the postal service. Shipper contact information, as provided to Enbridge, shall be found on *Enerline*. Enbridge's contact information shall be displayed on the unsecured portion of Enbridge's website. Any communication personally delivered shall be deemed to have been validly and effectively received on the date of such delivery. Any communication so sent by facsimile or other means of electronic communication shall be deemed to have been validly and effectively received on the Business Day following the day on which it is sent. Any communication so sent by mail shall be deemed to have been validly and effectively received on the seventh Business Day following the day on which it is postmarked.

Notwithstanding the above, nominations shall be made by facsimile or other recorded electronic means, subject to execution of an agreement for use of *Enerline*, or such other agreement, satisfactory to Enbridge, and will be deemed to be received on the same Day and same time as sent. Each party may from time to time change its address for the purpose of this Section by giving notice of such change to the other party in accordance with this Section.

7.03 Law of Contract: Enbridge and Shipper agree that this Contract is made in the Province of Ontario and that, subject to Article X of the MPSS General Terms and Conditions and Article X of the C1 Schedule "A 2010" General Terms and Conditions, the courts of the Province of Ontario shall have exclusive jurisdiction in all matters contained herein. The parties further agree this Contract shall be construed exclusively in accordance with the laws of the Province of Ontario.

7.04 Entire Contract: This Contract (including Schedule 1 and Schedule 2), all applicable rate schedules and price schedules, and any applicable enhancement to the Contract, constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof. This Contract supersedes any prior or contemporaneous agreements, understandings, negotiations or discussions, whether oral or written, of the parties in respect of the subject matter hereof.

7.05 Time of Essence: Time shall be of the essence hereof.

7.06 Counterparts: This Contract may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original but all of which together shall constitute one and the same agreement. This Contract may be executed by facsimile or other electronic communication and this procedure shall be as effective as signing and delivering an original copy.

7.07 Amendments: Enbridge may from time to time amend this Contract, excluding Schedule 2, by posting the amendment on Enbridge's website, with such amendment to take effect six (6) months after such posting. Such amendments are applicable to all of Enbridge's shippers on a non-discriminatory basis. Enbridge may also amend the Pricing Provisions in Schedule 2 of this Contract



on a periodic basis. The new Pricing Provisions and effective date will be posted on Enbridge's website.

7.08 Severability: If any provision hereof is invalid or unenforceable in any jurisdiction, to the fullest extent permitted by law: (a) the other provisions hereof shall remain in full force and effect in such jurisdiction and shall be construed in order to carry out the intention of the parties as nearly as possible; and (b) the invalidity or unenforceability of any provision hereof in any jurisdiction shall not affect the validity or enforceability of any provision in any other jurisdiction.

7.09 General Liability: The liability of the parties hereunder is limited to direct damages only and all other remedies or damages are waived. In no event shall either party be liable for consequential, incidental, punitive, or indirect damages, in tort, contract or otherwise.

7.10 Balancing on Termination: In the event that this Contract is terminated pursuant to Section 1.01 of Schedule 1, any quantities in Shipper's Balancing Account will be subject to the term of the Balancing Service of such quantities, which period of time shall not exceed sixty (60) days.

7.11 This Contract may be terminated by either party to the other at least one calendar month in advance, but shall remain in effect until the expiration of the latest Delivery Period or Receipt Period, as applicable, of all transactions pursuant to, or that incorporate, this Contract ("Transactions"). The rights of either party pursuant to Section 7.12, the obligations of either party pursuant to Section 7.13, the obligations to make payment under this Contract and the obligation of either party to indemnify the other party pursuant to this Contract shall survive the termination of this Contract.

7.12 Audit: A party shall have the right, at its own expense, upon reasonable notice and at reasonable times, to examine the books and records of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Contract. This examination right shall not be available with respect to proprietary information not directly relevant to Transactions.

7.13 Neither party shall disclose directly or indirectly without the prior written consent of the other party the terms of any Transaction, this Contract, or any information obtained pursuant to Section 7.12, to a third party (other than the Affiliates, employees, lenders, royalty owners, counsel, accountants and other agents of the party, or prospective purchasers of all or substantially all of a party's assets or of any rights under this Contract, provided such persons shall have a need to know and have agreed to keep such terms confidential) except (i) in order to comply with any applicable law, order, regulation, or exchange rule, (ii) to the extent necessary for the enforcement of this Contract, (iii) to the extent necessary to implement any Transaction, or (iv) to the extent such information is delivered to such third party for the sole purpose of calculation a published index. Each party shall notify the other party of any proceeding of which it is aware which may result in disclosure of the terms of any Transaction (other than as permitted hereunder) and use reasonable efforts to prevent or limit the disclosure. The existence of this Contract is not subject to this confidentiality obligation. In accordance with and subject to Section 7.09, the parties shall be entitled to all remedies available at law or in equity, including, without limitation, injunctive remedies, to enforce, or seek relief in connection with this confidentiality obligation. The confidentiality obligation set forth in this Section 7.13 shall remain in full force and effect until the later of: (a) one year following termination of this Contract, or (b) three years following receipt of information obtained pursuant to Section 7.12



7.14 There is no third party beneficiary to the Contract.

**THIS CONTRACT SHALL BE BINDING UPON** and shall enure to the benefit of the parties hereto and their respective successors and permitted and lawful assigns.

**IN WITNESS WHEREOF** this Contract has been properly executed by the parties hereto by their duly authorized officers as of the date first above written.

**<SHIPPER NAME>**  
*Authorized Signatory*

**ENBRIDGE GAS INC.**  
*Authorized Signatory*

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

SAMPLE



## CONTRACT PARAMETERS

### 1. Term

1.01 This Contract shall be effective as of the date of execution hereof, however, the obligations, terms and conditions hereunder shall commence on the later of:

- <DATE>; and
- the day following the date that all of the conditions precedent set out in Section 6.01 of this Contract have been satisfied or waived by the party entitled to the benefit thereof;

(such later date being referred to as the “**Commencement Date**”) and shall continue in full force and effect on a month to month basis, subject to notice of termination being given by either party to the other at least one calendar month in advance, in accordance with the provisions of this Contract and subject to Section 7.10.

1.02 Without limiting the generality of the foregoing, this Contract may be terminated in accordance with Article XII of the MPSS General Terms and Conditions or Article XII of the C1 Schedule “A 2010” General Terms and Conditions, as applicable.

### 2. Shipper’s Representations and Warranties

If Shipper requests Enbridge to zero rate the GST/HST on any gas transportation or storage charges, Shipper must provide Enbridge with an executed declaration, for the appropriate service(s), in the form provided by Enbridge.