



Contract Support and Compliance
Large Volume Customer Strategy
Tel. 416-495-7051
contractsupportandcompliance@enbridge.com

Enbridge Gas Inc.
500 Consumers Road
North York, Ontario M2J 1P8
Canada

[[PrintDate_Medium]]

[[Contract.SecondParty.LegalName]]

Attn: [[LegalContactName]]

Dear Sir / Madam:

Re: Short Form of Large Volume Distribution Contract

Please find attached for signature the Short Form of Large Volume Distribution Contract (the “**Agreement**”). The Agreement will include a Schedule “A” for each terminal location for which the Customer is contracting under a large volume contract rate. The Schedule “A”(s) will be emailed under separate cover, once the executed Agreement is returned. The LVDC identified in the Agreement and incorporated by reference can be found at: www.enbridgegas.com/kccm. A hard copy of the full text of the LVDC is available and will be mailed to you upon request.

Please ensure you read and understand all of the terms and conditions of the Agreement.

If changes are required to the Schedule “A” for a terminal location(s) in the future, the Company will provide you with an updated Schedule “A” for the terminal location(s) for you to sign and return to the Company. Please note, each Schedule “A” will be emailed under separate cover to your attention.

If you are delivering gas to the Company pursuant to a direct purchase arrangement and wish to have revised volumes arising out of the Agreement reflected in the direct purchase arrangement, the documents identified above must be fully executed by you and the Company prior to the pool being “locked for flow”. (If your pool is managed by a third party please confirm with the third party when the pool will be locked.) If you are operating under a system gas arrangement, these documents must be fully executed by you and the Company at least ten days’ prior to the commencement of the Agreement to ensure that the desired rate and volumes are implemented.

If you have any questions, please contact us at the above-noted telephone number.

Sincerely,

Contract Support and Compliance
Large Volume Customer Strategy

Attach.

**SHORT FORM OF
LARGE VOLUME DISTRIBUTION CONTRACT**

THIS AGREEMENT made effective [[StartDateEGD]] (the “**Effective Date**”)

B E T W E E N:

ENBRIDGE GAS INC.
(the “**Company**”)

– and –

[[Contract.SecondParty.LegalName]]
(the “**Customer**”)

From time to time, the Company and the Customer shall be individually referred to in this Agreement as a “**Party**” and collectively as the “**Parties**”.

WHEREAS the Company and the Customer wish to enter into a large volume distribution contract agreement and wish to facilitate the entering into of such relationship by entering into this Short Form of Large Volume Distribution Contract, and incorporating therein by reference the particulars and details required to complete the LVDC (as defined below).

NOW THEREFORE IN CONSIDERATION of the foregoing premises and the mutual covenants and agreements contained in this Agreement and in the LVDC defined below, and subject to the terms and conditions hereinafter and therein set forth, the Company and the Customer agree as follows:

1. Each of the Company and the Customer agree that this Agreement is a binding agreement for the services and other rights set out in the Large Volume Distribution Contract (“LVDC”), and that by entering into this Agreement they each intend to be, and are, bound by all of the terms and conditions of, and to all of their respective rights and obligations set out in, the LVDC. The LVDC may be found on the Company’s web-site at: www.enbridgegas.com/Commercial-and-Industrial/Data-Sources/Large-Volume-Distribution. A hard copy of the LVDC will be provided to the Customer upon request. The LVDC is made a part hereof and incorporated by reference into this Agreement. The Customer acknowledges, represents and warrants that: (a) it has access to, and has had an adequate opportunity to review and consider, the LVDC, and the terms and conditions set out thereon; (b) it has read and agrees to and intends to be bound by the LVDC, and all of the terms and conditions set out thereon; and (c) by entering into this Agreement, it will become bound by the LVDC, and all of the terms and conditions set out thereon. This Agreement will expire or terminate in accordance with the provisions of the LVDC.
2. Attached to this Agreement as Exhibit 1 is information which is, by its reference herein, incorporated into the relevant LVDC as noted in Exhibit 1. The Customer has provided this information to the Company, and represents and warrants that this information is accurate, correct and applicable to the LVDC as noted in Exhibit 1.
3. A Schedule “A” will be signed for each Terminal Location for which the Customer is contracting under a large volume contract rate. Each Schedule “A” is incorporated into and forms part of this Agreement. The Customer has/will review each Schedule “A”, and represents and warrants that the information set out therein is accurate and correct.
4. This Agreement shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein. Each Party hereby irrevocably attorns to the non-exclusive jurisdiction of the courts of Ontario. This Agreement shall enure to the benefit of the parties hereto and their respective permitted successors and permitted assigns and be binding upon the parties hereto and their respective successors and permitted assigns.

5. Each of the parties shall, from the time of the written request of the other party, do all such further acts and execute and deliver or cause to be done, executed or delivered all such further acts, deeds, documents, assurances and things as may be required, acting reasonably, in order to fully perform and to more effectively implement and carry out the terms of this Agreement.
6. This Agreement, including the LVDC referenced above, Exhibit 1 and each Schedule "A" and all agreements contemplated herein or therein, constitutes the entire agreement between the parties with respect to the subject matter set out herein and replaces any prior understandings or agreements, whether written or oral, regarding such subject matter. No change or modification of this Agreement is valid unless it is in writing and signed by both parties. No disclaimers, purchase order documents, invoices or other documents of the Customer shall be binding upon the Company.
7. This Agreement may be executed in several counterparts and all such counterparts together shall constitute one and the same instrument and notwithstanding their date of execution shall be deemed to be made and dated as of the date hereof. Delivery of a signature by electronic transmission or by facsimile transmission, including by email delivery of a "portable document format" ("pdf") document, shall create a valid and binding obligation. This Agreement may be executed using electronic signatures. In the event electronic signatures are employed by the Company following receipt of an emailed pdf or facsimiled signature by the Customer, Company signatures may appear on an additional page to this Agreement and not on the main signature page of this Agreement, and such signatures on an additional page shall create a valid and binding obligation.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the year and date first above written.

ENBRIDGE GAS INC.

[[Contract.SecondParty.LegalName]]

By: {{Sig_es_:signer2:signature }}	By: {{Sig_es_:signer1:signature }}
Name: {{N_es_:signer2:fullname }}	Name: {{N_es_:signer1:fullname }}
Title: {{*Ttl1_es_:signer2 }}	Title: {{*Ttl1_es_:signer1 }}

I have authority to bind the Customer.

By: {{Sig_es_:signer3:signature }}
Name: {{*N_es_:signer3:fullname }}
Title: {{*Ttl1_es_:signer3 }}

We have authority to bind the Company.

EXHIBIT 1
to the Short Form of Large Volume Distribution Contract

1. The date on which the LVDC is entered into as of, shall be:

[[StartDateEGD]]

2. For the purposes of section 10.1 (Notice) of the LVDC, the information set out below shall be the legal contact information and address for service for the Customer:

<p><u>Legal Contact:</u></p> <p>Name: [[LegalContactName]] _____</p> <p>Position/Title: _____</p> <p>Department: _____</p> <p>Business Phone No.: _____</p> <p>E-Mail Address: _____</p>	<p><u>Mailing Address:</u></p> <p>_____</p> <p>_____</p> <p>_____</p> <p><u>Courier Address:</u></p> <p>_____</p> <p>_____</p> <p>_____</p>
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[The Schedule "A" for each Terminal Location for which the Customer is contracting under a large volume contract rate will follow under separate cover(s).]