

FIRM TRANSPORTATION SERVICE BID FORM

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Please complete, sign and return this Firm Transportation Service Bid Form on or before 12:00 p.m. EDT (noon) on May 4, 2012, via email or fax to:

ATTN: Dale Van Der Meersch via

Email: dvandermeersch@uniongas.com

or **Fax:** (519) 436-4643

This is a binding bid, subject to specified conditions precedent. The purpose of the Parkway Extension Project and the Dawn to Parkway Open Season is for Union Gas to determine the facility design requirements to support market needs. Union Gas will determine whether or not to proceed with offering any of the services defined in the Parkway Extension Project and the Dawn to Parkway Open Season based on the assessment of the results from this Open Season. By signing and returning this Firm Transportation Service Bid Form, Shipper may be contacted directly to transition to a M12 transportation contract, a related Precedent Agreement and potentially a Financial Backstopping Agreement. Pro-forma copies of each can be found at www.uniongas.com/openseason.

Shippers may submit more than one bid form. Please indicate your requirements below:

Firm Transportation Service Binding Bid:

Receipt Point Dawn Kirkwall Parkway Maple
 Delivery Point Maple Parkway Dawn
 Start Date (select one per bid) Nov 1, 2014 or Nov 1, 2015
 NEW Quantity Max 150,000 (GJ/d)
 CONVERSION Quantity Max — (GJ/d) (from existing M12 capacity)
 Contract Reference (e.g. M12000): —
 TOTAL (New + Conversion) Max 150,000 (GJ/d)
 TERM (10 year minimum ending October 31) 10 (yrs)

Interest in Fixed Tolls:

Interest in Firm all day service with additional nomination windows:

Interest in bi-directional, multiple receipt point service:

Is the bid subject to any additional conditions precedent in addition to the standard Preconditions in Section XXI of Union Gas' M12 General Terms and Conditions?

Yes* No (circle one)

*If yes, please articulate those conditions in an attachment

Dated this 4th day of MAY 2012

SHIPPER LEGAL NAME ENBRIDGE GAS DISTRIBUTION INC.

By: 
Signature: _____


~~Email:~~ Signature

Name: **D. Guy Jarvis**
President

Phone: **James Lord**
Vice President
Law & Information Technology

**Enbridge Gas Distribution Inc. ("Enbridge") Conditions to Bid
for Union Gas Limited ("Union") Dawn to Parkway Binding Transportation Open Season
Closing May 4, 2012 ("Open Season")**

In addition to the conditions precedent set out in Section XXI of Union's M12 General Terms and Conditions ("M12 Conditions"), Enbridge's Open Season bid is subject to satisfaction of the following conditions ("Enbridge Conditions"), which are for the sole benefit of Enbridge and which may be waived or extended in whole or in part in the manner set out below:

i) Union shall maintain Nomination windows equivalent to TCPL Storage Transportation Services nomination windows in effect as of May, 2012 for the term of the Contract.

ii) Union shall modify operating parameters and construct additional facilities at Union's proposed Parkway West station, as reasonably required by Enbridge, to enable Enbridge to transport the Contract Demand from Union's Parkway station to Enbridge's Albion station and to have operating flexibility amongst the Parkway West, Parkway Consumers and Lisgar stations. Upon completion, the parties shall forthwith amend any such modified operating parameters, and any applicable agreements between them to include the Parkway West station.

iii) Section 2b. of the M12 Conditions shall be deleted and replaced with: Enbridge shall have obtained, in form and substance satisfactory to Enbridge, and all conditions shall have been satisfied under, all governmental, regulatory and other third party approvals, consents, orders and authorizations, that are required from federal, state, or provincial authorities for the gas quantities handled under the Contract, including without limitation approvals, consents, orders and authorizations related to any required new Enbridge facilities.

Union and Enbridge shall each use due diligence and reasonable efforts to satisfy and fulfill the Enbridge Conditions. Enbridge shall notify Union forthwith in writing of the satisfaction or waiver of each Enbridge Condition. If Enbridge concludes that the Enbridge Conditions are not satisfied at any time prior to such notice, Enbridge may, upon written notice to Union, terminate the Contract and upon the giving of such notice, the Contract shall be of no further force and effect and each of the parties shall be released from all further obligations thereunder. In the event of any conflict between the Enbridge Conditions and the M12 Conditions, the Enbridge Conditions shall govern.