



**Note: This document shell is for obligated firm arrangements; loan arrangements with more flexible components are also available; please contact your Account Manager.)**

[Agreement Name]

[Agreement Date]

## Enhanced Loan Service Agreement

Attention: <SHIPPER REPRESENTATIVE>

This Enhanced Loan Service Agreement (“**Agreement**”) 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 Agreement, unless specifically set forth herein. During the term of this Agreement, the Contract may not be terminated by Shipper or Enbridge, except as defined in the Default and Termination section of the applicable General Terms and Conditions. In the event of any conflict or inconsistency between the terms and conditions of the Contract and those of this Agreement, the terms and conditions of this Agreement shall supersede and take precedence over the Contract.

1. Enbridge shall provide Shipper an Enhanced Loan Service (“**Service**”) at <POINT>, for the period of <START DATE> to <EXPIRY DATE>, for a quantity of \_\_\_\_\_ GJ (\_\_\_\_\_ MMBtu) (the “**Maximum Loan Balance**”).
2. Shipper agrees that the loan quantity:
  - a. shall be the Maximum Loan Balance by <DATE> and must remain at such quantity until <DATE>; and
  - b. be zero (0) by <DATE>
3. Maximum Daily Withdrawal Demand:

Enbridge shall deliver to Shipper and Shipper shall accept on a firm basis the Maximum Loan Balance in the following manner: for the period of <DATE> to <DATE>, inclusive, each and every day, a quantity of \_\_\_\_\_ GJ/day (\_\_\_\_\_ MMBtu/day), and for the day of <DATE (last day)>, a quantity of \_\_\_\_\_ GJ/day (\_\_\_\_\_ MMBtu/day) (each daily quantity referred to as the “**Daily Withdrawal Quantity**”).

In the event that Shipper accepts a delivery of more, or less, than the Daily Withdrawal Quantity from Enbridge as specified above, Shipper agrees to pay \$3.000000/GJ (\$3.1651680/MMBtu) multiplied by the difference between the Daily Withdrawal Quantity and the actual quantity accepted by Shipper (the “**Withdrawal Difference**”). Enbridge may choose to shed, or replace, such Withdrawal Difference and Shipper agrees to pay Enbridge’s costs to shed, or replace, such gas, plus an additional 25% of such costs. If Enbridge chooses not to shed, or replace such Withdrawal Difference, Shipper agrees to pay \$0.1500000/GJ (\$0.1582584/MMBtu) multiplied by the Withdrawal Difference for each day that the Withdrawal Difference, or any portion thereof, exists. Upon notice of failure to deliver the Daily Withdrawal Quantity to Enbridge as specified above, Enbridge may terminate this Service.
4. Maximum Daily Injection Demand:

Shipper shall deliver to Enbridge and Enbridge shall accept on a firm basis, the Maximum Loan Balance in the following manner: for the period of <DATE> to <DATE>, inclusive, each and every day, a quantity of \_\_\_\_\_ GJ/day (\_\_\_\_\_ MMBtu/day), and for the day of <DATE (last day)>, a quantity of \_\_\_\_\_ GJ/day (\_\_\_\_\_ MMBtu/day) (each quantity referred to as the “**Daily Injection Quantity**”).

In the event that Shipper delivers more, or less, than the Daily Injection Quantity to Enbridge as specified above, Shipper agrees to pay \$3.0000000/GJ (\$3.1651680/MMBtu) multiplied by the difference between the Daily Injection Quantity and the actual quantity of gas delivered by Shipper (the “**Injection Difference**”). Enbridge may choose to shed, or replace, such Injection Difference and Shipper agrees to pay Enbridge’s costs to shed, or replace, such gas, plus an additional 25% of such costs. If Enbridge chooses not to shed, or replace such Injection Difference, Shipper agrees to pay \$0.1500000/GJ (\$0.1582584/MMBtu) multiplied by the Injection Difference for each day that the Injection Difference or any portion thereof, exists. Enbridge retains the right to shed, or replace the Injection Difference at any time that the Injection Difference or any portion thereof, remains. Upon notice of failure to deliver the Daily Injection Quantity to Enbridge as specified above, Enbridge may terminate this Service.

5. Enbridge and Shipper agree that any delivery nominated by Enbridge to the downstream transporter for delivery to Shipper, is subject to acceptance by the downstream transporter. To the extent that the downstream transporter is unable to accept such quantities this shall not be deemed a failure to deliver by Enbridge.
6. Should Shipper fail to comply with the requirement set out in Section 2 herein, any balance remaining shall be removed immediately from this Agreement and transferred to Shipper's Balancing Account under the Contract, and will be subject to the associated charges required to complete the transfer. The quantities will automatically be deemed to be in an Extension Period under Section 2.01 C (iii) of the Contract and shall be subject to the rates and terms of an Extension Period as set out in Schedule 2 of the Contract and the provisions of Section 2.01 C (iii) of the Contract.
7. In addition to any Initial Financial Assurances provided pursuant to the Contract, should Enbridge determine in its sole discretion, acting reasonably, that Shipper’s financial condition warrants such, Shipper shall within three (3) days of receipt of such notice by Enbridge, obtain and provide to Enbridge, additional security in the form of a letter of credit or other security in the form and amount reasonably required by Enbridge. In the event that Shipper does not provide to Enbridge such additional security within such three (3) day period, Enbridge may terminate this Service immediately.
8. Shipper agrees to pay Enbridge for this Service, a demand charge of \$ \_\_\_\_\_ <CURRENCY>, which shall be invoiced in <number (#)> equal monthly installment(s) of \$ \_\_\_\_\_ <CURRENCY> for the months of <MONTH, YEAR> to <MONTH, YEAR> inclusive.
9. This Agreement will take effect immediately.

All quantities will be converted to GJ for billing purposes. Conversion: 1 MMBtu = 1.055056 GJ. Unless otherwise stated, all dollars are Canadian dollars.

This Agreement 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 Agreement to Enbridge Gas Inc. via email to [storage.transportation@enbridge.com](mailto:storage.transportation@enbridge.com) with a copy to **<EMAIL ADDRESS OF ACCOUNT MANAGER>** or mail to **Enbridge Gas Inc., 50 Keil Drive North, P.O. Box 2001, Chatham, ON, N7M 5M1, Attention: S&T Contracting.**

Yours very truly,

Account Manager, Enbridge Gas Inc.

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Acknowledged and Accepted

**<SHIPPER NAME>**

*Authorized Signatory*

**ENBRIDGE GAS INC.**

*Authorized Signatory*

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

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

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

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

SAMPLE