

**5 - FT SERVICE AGREEMENT  
(Standard Form)**

No. FT-\_\_\_\_\_

**FT SERVICE AGREEMENT  
(Rate 331 Service)**

This AGREEMENT for SERVICE under the FT SERVICE SCHEDULE made as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_

**BY AND BETWEEN:**

**ENBRIDGE GAS DISTRIBUTION INC.**

an Ontario corporation ("Transporter")

- and -

\_\_\_\_\_, a \_\_\_\_\_ ("Shipper")

**WITNESSES THAT, WHEREAS:**

- A. The terms that are defined in Transporter's Tariff for Rate 331 Service on its Tecumseh Pipeline are used in this Agreement with the respective meanings that are ascribed to such terms therein.
- B. Transporter's Tecumseh Pipeline extends from Tecumseh to Dawn.
- C. Shipper has requested Transporter to provide Shipper with Service under the FT Service Schedule and the Rate 331 Schedule, and Transporter has agreed to do so using its Tecumseh Pipeline, subject to the terms and conditions of this Agreement.

**NOW THEREFORE**, in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto covenant, agree, and declare as follows:

- 1. Shipper acknowledges receipt of Transporter's Tariff, which includes the FT Service Schedule and the General Terms and Conditions, and the Rate 331 Schedule.

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Transporter shall provide Shipper with any amendments of the Tariff and the Rate 331 Schedule.

2. Transporter shall provide Shipper with Service under the FT Service Schedule in accordance with the applicable FT Service Index and under the Rate 331 Schedule, which form part of this Agreement.

3. Service will commence on the Service Availability Date and will terminate, subject to the provisions hereof, on the Service Termination Date.

4. Commencing on the Service Availability Date, Shipper shall pay Transporter's monthly demand charge for each Month in which Service is provided hereunder, in accordance with the Rate 331 Schedule and the General Terms and Conditions.

5. Shipper shall make timely arrangements (as applicable) for gas supply and for transportation service upstream of Tecumseh and downstream of Dawn. Shipper shall obtain all necessary governmental authorizations in this regard. Shipper acknowledges that Transporter is relying upon this covenant and agrees that, if any such arrangements are not in effect on the Service Availability Date and thereafter during the Term, Shipper will not thereby be relieved of its obligation to pay Transporter's monthly demand charge under the Rate 331 Schedule.

6. Shipper shall not bring an action against Transporter for Transporter's refusal to provide Service hereunder in the event that any transporter operating upstream of Tecumseh or downstream of Dawn, as the case may be, fails to deliver or receive gas to or from Shipper, or for Shipper's account, unless such failure was directly caused by Transporter's negligence or wilful default.

7. Nominations and Confirmations shall be given in accordance with Article 9 of the General Terms and Conditions. Every other notice, request, demand, statement, or invoice contemplated by this Agreement, the FT Service Schedule, and the General Terms and Conditions, or any similar communication between Transporter and Shipper, shall be given in writing or, if subsequently confirmed in writing, may be given orally. Each such

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communication shall be directed as indicated in the applicable FT Service Index. Transporter and Shipper shall promptly notify the other of any change in the information so indicated.

A written communication may be given by personal (including courier) delivery, facsimile, electronic means, or mail. If given by personal delivery, facsimile, or electronic means, a written communication shall be deemed to be received on the day of delivery or transmittal, if such day is a Business Day, and otherwise on the next Business Day. If given by mail, a written communication shall be deemed to be received \_\_\_\_\_ Business Days after mailing.

An oral communication may be given in person or by telephone. In either case, the oral communication shall be deemed to be received on the day that it is given if the confirming written communication would be deemed to be received on the same or the next day, and otherwise on the day that the confirming written communication would be deemed to be received.

8. The terms and conditions of the FT Service Schedule and the General Terms and Conditions are by this reference incorporated into and made part of this Agreement.

9. This Agreement is subject to all valid legislation with respect to the subject matters hereof, either provincial or federal, and to all valid present and future decisions, orders, rules, and regulations of all duly constituted governmental authorities having jurisdiction.

10. Nothing in this Agreement shall be deemed to create any rights or obligations between the parties hereto after the Service Termination Date, except that termination of this Agreement shall not relieve either party of the obligation to correct any gas imbalances or of the obligation to pay any amount due hereunder.

11. This Agreement shall be construed in accordance with and governed by the laws of the Province of Ontario and the laws of Canada applicable therein.

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12. This Agreement may be executed and delivered in counterparts, each of which shall be an original but both of which, when taken together, shall constitute one and the same Agreement.

**IN WITNESS WHEREOF** the parties hereto have executed and delivered this Agreement as of the day, month, and year first written above.

**TRANSPORTER:**

**ENBRIDGE GAS DISTRIBUTION INC.**

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

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

**SHIPPER:**

\_\_\_\_\_

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

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

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**ENBRIDGE GAS DISTRIBUTION INC.**  
**FT SERVICE INDEX**  
**(Rate 331 Service)**

- Shipper: \_\_\_\_\_
- Date of Service Agreement: \_\_\_\_\_
- Number of Service Agreement: \_\_\_\_\_
- Date of Service Index: \_\_\_\_\_
- Maximum Daily Volume: \_\_\_\_\_ 10<sup>3</sup>m<sup>3</sup>
- Service Availability Date: \_\_\_\_\_
- Service Termination Date: \_\_\_\_\_
- Receipt Point: Tecumseh
- Delivery Point: Dawn
- Notices to Transporter: Enbridge Gas Distribution Inc.
  - (i) Delivery Address: 500 Consumers Road  
North York, Ontario  
M2J 1P8
  - (ii) Mailing Address: P.O. Box 650  
Scarborough, Ontario  
M1K 5E3
  - (iii) Nominations and  
Confirmations: Operations Analyst  
Electronic: sms@enbridge.com  
Facsimile: (780) 420-8533  
Telephone: (780) 420-8850

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- (iv) Invoices: Subsidiary Clerk, Internal Reporting  
Electronic: parker.morton@enbridge.com  
Facsimile: (416) 753-7451  
Telephone: (416) 495-5354
  
- (v) Other: Director, Energy Supply & Policy  
Electronic: malini.giridhar@enbridge.com  
Facsimile: (416) 495-5802  
Telephone: (416) 495-5255
  
- Notices to Shipper: \_\_\_\_\_

  - (i) Delivery Address: \_\_\_\_\_  
\_\_\_\_\_
  
  - (ii) Mailing Address: \_\_\_\_\_  
\_\_\_\_\_
  
  - (iii) Nominations and \_\_\_\_\_  
Confirmations: Electronic: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
Telephone: \_\_\_\_\_
  
  - (iv) Invoices: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
Telephone: \_\_\_\_\_
  
  - (v) Other: \_\_\_\_\_  
Electronic: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
Telephone: \_\_\_\_\_