

Capacity Release Agreement

Attention: <SHIPPER REPRESENTATIVE NAME (FORMAT: First Name (Space) Last Name)>

This Capacity Release Agreement (“**Agreement**”) incorporates all of the terms and conditions of the Interruptible Service Hub Contract (<SHIPPERS HUB AGREEMENT NAME>) (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 or Temporary Assignment (defined below) and those of this Agreement, the terms and conditions of this Agreement shall supersede and take precedence over the Contract or the Temporary Assignment, as applicable.

Agreement terms and conditions:

Pipeline: TransCanada PipeLines Limited
Pipeline Contract Number(s): <Contract #>
Pipeline Monthly Demand Charge: \$<MONTHLY DEMAND CHARGE VALUE> <MONTHLY DEMAND CHARGE CURRENCY>/GJ (\$<MONTHLY DEMAND CHARGE VALUE> in currency/MMBtu (\$<MONTHLY DEMAND CHARGE VALUE> MMBtu) OR FT Toll of \$<COMMODITY RATE VALUE in currency/GJ> <COMMODITY RATE CURRENCY>/GJ/Month + Abandonment Surcharge of \$<COMMODITY RATE VALUE in currency/GJ> <COMMODITY RATE CURRENCY>/GJ/Month = \$<COMMODITY RATE VALUE in currency/GJ> <COMMODITY RATE CURRENCY>/GJ/Month
Reimbursement: In consideration of Shipper agreeing to the Temporary Assignment, Enbridge agrees to reimburse Shipper an amount equal to the applicable TransCanada PipeLines Limited’s demand charges as listed above. In the event that TransCanada PipeLines Limited’s demand charges change, Shipper shall adjust future invoices to Enbridge accordingly to reflect the price change passed to Enbridge. All payments made shall be in <CURRENCY> currency. Shipper shall invoice Enbridge on or before the tenth (10 th) day of the month following each month of the Term, and Enbridge shall pay such invoiced amounts on or before the twenty-fifth (25 th) day of the month in which such invoice is received. OR <i>Intentionally Blank</i>

NTD: If there are multiple periods/rates, the table will be repeated for each.

Service Type: Firm OR Service Type: Interruptible
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Term Start: <AGREEMENT START DATE (FORMAT: Month DD, YYYY)>	Term End: <AGREEMENT EXPIRY DATE (FORMAT: Month DD, YYYY)>
Path: <RECEIPT POINT of PATH> to <DELIVERY POINT of PATH>	
<i>NTD: If there are multiple receipt and delivery points additional rows will go here.</i>	
Minimum Quantity: 0 GJ/day (0 MMBtu/day)	Maximum Quantity: <Maximum Daily Firm Quantity in GJ> GJ/day (<Maximum Daily Firm Quantity in MMBtu> MMBtu/day) OR Maximum Quantity: <Maximum Daily Interruptible Quantity in GJ> GJ/day (<Maximum Daily Interruptible Quantity in MMBtu> MMBtu/day)
Unit Rate: \$<DEMAND RATE VALUE><DEMAND RATE CURRENCY>/<DEMAND RATE UOM>	Total Billed: \$<TOTAL DEMAND CHARGE VALUE> <TOTAL DEMAND CHARGE CURRENCY>
Rate Description: Shipper agrees to pay Enbridge the demand charge, which shall be invoiced in <#months of DEMAND CHARGE START MONTH and DEMAND CHARGE END MONTH (FORMAT: (number (text) followed by (#))> monthly instalment(s) of \$<MONTHLY DEMAND CHARGE VALUE> <MONTHLY DEMAND CHARGE CURRENCY> for <VERSION EFFECTIVE DATE (FORMAT: Month DD, YYYY)> to <AGREEMENT EXPIRY DATE (FORMAT: Month DD, YYYY)>.	

1. Enbridge and Shipper agree to TransCanada PipeLines Limited's standard form of temporary assignment agreement, ("Temporary Assignment") in the form attached at Schedule A. Shipper agrees to fully comply with all terms and conditions contained in the Temporary Assignment, including but not limited to, all requirements for payment for all charges under the Temporary Assignment as set by the TransCanada PipeLines Limited's tariff and during the Term, Shipper shall be solely responsible for any additional commodity or fuel charges associated with activity other than agreed to herein.
2. Notwithstanding Section 7 of the Temporary Assignment, Shipper agrees not to sub-assign all or part of the Assigned Quantity (as that term is defined in the Temporary Assignment) to a third party and Shipper may not assign this Agreement.
3. During the operative term of this Agreement, Shipper shall perform and observe the covenants and obligations of Enbridge as shipper contained in the Transportation Capacity Contract <Contract #> Enbridge holds with TransCanada PipeLines Limited insofar as they pertain to the Assigned Quantity, to the same extent as Shipper would be obligated so to do were Shipper a party to the Transportation Capacity Contract <Contract #> as Shipper, with a service entitlement thereunder equal to the Assigned Quantity.
4. In the event that Shipper fails to comply with section 3 immediately above, Enbridge shall have the right to terminate this Agreement and the Temporary Assignment immediately with such terminations taking effect upon receipt by Shipper of a termination notice.



(optional: variations for recall language)

- 5. **Recall:** Enbridge may exercise the right to recall the Assigned Quantity upon two (2) Business Days' Notice. Such recall and termination will result in the termination this Agreement and the Temporary Assignment.

< Additional Agreement Terms >

NTD: Anything typed in the "Additional Agreement Terms:" will be placed here –suppress if blank

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 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,

<Electronic Signature of Account Manager>

<ACCOUNT MANAGER FIRST NAME (Space) LAST NAME>

Account Manager, Enbridge Gas Inc.

Acknowledged and Accepted

<SHIPPER NAME>

Authorized Signatory

ENBRIDGE GAS INC.

Authorized Signatory

By: _____

By: _____

Title: _____

Title: _____

TEMPORARY ASSIGNMENT
for GAS TRANSPORTATION CONTRACT

Made effective as of the first day of **Month, YYYY**. (the "Assignment")

BETWEEN:

ENBRIDGE GAS INC.
("Assignor")
OF THE FIRST PART

And

<SHIPPER NAME>
("Assignee")
OF THE SECOND PART

WITNESSES THAT:

WHEREAS TransCanada PipeLines Limited ("TransCanada") and Assignor are parties to a contract for firm transportation service made as of the **DDst/nd/th** day of **Month**, year of **YYYY**, Contract No. **<Contract Number>** (the "Contract") with delivery to **<Location>**; and

WHEREAS Assignee has requested that Assignor assign part of Assignor's rights and obligations as Shipper under the Contract and Assignor has agreed to do so subject to the terms and conditions of this Assignment.

NOW THEREFORE, THIS AGREEMENT WITNESSES THAT in consideration of the covenants and agreements herein set forth, the parties hereto covenant and agree as follows:

1. Subject to Paragraph 6 herein, during the operative term of this Assignment, Assignor does hereby grant, transfer, assign and set over unto Assignee, and Assignee accepts from Assignor, that portion of Assignor's service entitlement as Shipper under the Contract equal to **<Maximum Daily Firm Quantity in GJ>** Gigajoules (GJs) per day (the "Assigned Quantity"), together with the corresponding rights and obligations of Assignor as Shipper under the Contract.

2. Subject to Paragraphs 6 and 8 herein, during the operative term of this Assignment, Assignee hereby covenants and agrees that it shall perform and observe the covenants and obligations of Assignor as Shipper contained in the Contract insofar as they pertain to the Assigned Quantity, to the same extent as Assignee would be obligated so to do were Assignee a party to the Contract, as Shipper, with a service entitlement thereunder equal to the Assigned Quantity.

3. This Assignment shall be in full force and effect as of and from 08:00 hours on **Month DD, YYYY** (the "Date of First Delivery") (provided that, for the purposes of Assignee nominating service for the Date of First Delivery, this Assignment shall become effective as at 08:00 hours on the date immediately preceding the Date of First Delivery) and, subject to Paragraph 6 hereof, shall be operative for a term ending at 08:00 hours on **Month DD, YYYY**. Notwithstanding the foregoing, the operative term of this Assignment shall not extend beyond the term of the Contract.

4. In the event that Assignee fails to comply with Paragraph 2 hereof, Assignor shall have the right to terminate this Assignment immediately which such termination shall take effect upon receipt by Assignee of a termination notice.

5. Assignor will request TransCanada to acknowledge the assignment contained herein and to treat Assignee as Shipper with a service entitlement under the Contract equal to the Assigned Quantity during the operative term of this Assignment. Assignee hereby consents to such request and to such treatment, and for this purpose Assignee declares that all notices, nominations, requests, invoices, and other written communications may be given by TransCanada to Assignee as follows:

(i) Mailing address:

(ii) Delivery address:

(iii) Nominations:

(iv) Invoices:

(v) Legal and Other:

6. Assignee acknowledges that Assignor will not seek TransCanada's consent to this Assignment and that Assignor accordingly is and will remain obligated to TransCanada to perform and observe the covenants and obligations of shipper that are contained in the Contract in regard to the Assigned Quantity insofar as TransCanada is concerned. Without limiting the generality of the foregoing, the Assignor and the Assignee acknowledge that the Assignor shall remain responsible for all gas imbalances (as defined in TransCanada's Canadian Mainline Transportation Tariff) associated with the Assigned Quantity and/or the Contract. Consequently, Assignee shall indemnify Assignor for and hold Assignor harmless from all charges that TransCanada may be entitled to collect from Assignor under the Contract in regard to the Assigned Quantity in the event that Assignee fails to pay them.

7. Assignee shall be entitled to sub-assign all or part of the Assigned Quantity, together with the corresponding rights and obligations under the Contract, to a third party by assigning all or part of its rights and obligations under this Assignment; provided that no such assignment shall relieve Assignee of its obligations to Assignor hereunder without Assignor's prior written consent, which consent shall not be unreasonably withheld. Notwithstanding any such sub-assignment or sub-assignments, Assignor is and will remain obligated to TransCanada to perform and observe the covenants and obligations of shipper that are contained in the Contract in regard to the Assigned Quantity insofar as TransCanada is concerned.

8. Notwithstanding anything to the contrary herein set forth or implied, Assignor reserves and retains for itself exclusively any option or right to renew or otherwise extend the operative term of the Contract which may be contained in or granted by the Contract.

9. The Assignee agrees to provide to Assignor as a condition to effectiveness of this Assignment, evidence of all requisite regulatory approvals, including export or import approvals, and evidence of upstream and downstream transportation arrangements.

10. Assignee acknowledges that it has (or may obtain directly from TransCanada) a copy of TransCanada's Canadian Mainline Transportation Tariff.

11. This Assignment and the rights and obligations of the parties hereunder are subject to all valid and applicable present and future laws, rules, regulations, and orders of any governmental or regulatory authority having jurisdiction or control over the parties hereto to either of them, or over the Contract.

12. This Assignment shall be construed in accordance with and governed by the laws of the Province of Alberta and the laws of Canada applicable therein.

13. This Assignment shall ensure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

IN WITNESS WHEREOF the parties hereto have duly executed and delivered this Assignment as of the day, month, and year first above written. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.



ASSIGNOR: ENBRIDGE GAS INC.

ASSIGNEE: <SHIPPER NAME>

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

(please print in full)

(please print in full)

By: _____

Name: _____

Title: _____

(please print in full)

SAMPLE