

FORM OF TEMPORARY ASSIGNMENT AGREEMENT

STORAGE CONTRACT TEMPORARY ASSIGNMENT AGREEMENT dated as of the th day of , 20 ,

This Assignment between:

[Shipper #1] (“Assignor”)

and

[Shipper #2] (“Assignee”)

for the assignment of certain storage services (as provided below) provided pursuant to a storage contract between Enbridge Gas Inc. (“**Enbridge**”) and Assignor (Contract No.) (the “**Storage Contract**”).

In consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Subject to the terms and conditions set out herein, during the operative term of this Assignment, Assignor assigns to Assignee, and Assignee accepts from Assignor:
 - i. that portion of Assignor's Maximum Storage Balance and corresponding service entitlement under the Storage Contract, as specified in section 2 below, together with the corresponding rights and obligations of Assignor as shipper under the Storage Contract; and
 - ii. that portion of Assignor's gas that Assignor assigns to Assignee as at the first of a month (“**Gas Assigned**”).
2. The service assigned herein to Assignee consists of the following:
 - a) Storage Quantity Assigned: Assignor shall communicate the applicable quantity (the “**Storage Quantity Assigned**”) to Enbridge and Assignee no later than three (3) Business Days prior to the date this Assignment is to take effect. Assignor may vary the Storage Quantity Assigned on a minimum of three (3) Business Days' notice to Assignee and Enbridge, with such variation in Storage Quantity Assigned taking effect at the first of a month;
 - b) *(NTD: include the following sections that apply to the original Storage Contract, Schedule 1)* Maximum Daily Injection Demand, Maximum Daily Withdrawal Demand, Receipt Points and Delivery Points, F24-S Service, and Fuel Requirements, pro-rated for the Storage Quantity Assigned (both 2a) and 2b) collectively, the “**Assigned Interest**”);
3. Assignor shall communicate the Gas Assigned to Enbridge and Assignee no later than three (3) Business Days prior to the date this Assignment is to take effect. Assignor may vary the Gas Assigned on a minimum of three (3) Business Days' notice to Assignee and Enbridge, with such variation in Gas Assigned taking effect at the first of a month.

4. Term of Assignment: Commencing [Month day, year] (the “**Commencement Date**”, and terminating on the earlier of:
 - i. the date of the termination of the Storage Contract;
 - ii. the date of the termination of Assignee’s Interruptible Service Hub Contract;
 - iii. termination of this Assignment in accordance with section 6 below; and,
 - iv. [Month day, year] (each date a “**Termination Date**”)

5. During the operative term of this Assignment, Assignee shall perform and observe the covenants and obligations of Assignor as shipper contained in the Storage Contract insofar as they pertain to the Assigned Interest, to the same extent as Assignee would be obligated so to do were Assignee a party to the Storage Contract as Shipper, with a service entitlement thereunder equal to the Assigned Interest.

6. In the event that Assignee fails to comply with section 5 hereof, Assignor shall have the right to terminate this Assignment. Such termination shall take effect two (2) business days after Enbridge and Assignee have received notice of termination of this Assignment from Assignor.

7. Assignor acknowledges that it is and will remain obligated to Enbridge to perform and observe the covenants and obligations of Shipper that are contained in the Storage Contract in regard to the Assigned Interest insofar as Enbridge is concerned. Assignee hereby indemnifies Assignor for, and holds Assignor harmless from, all charges that Enbridge may be entitled to collect from Assignor under the assigned portion of the Storage Contract in regard to the Assigned Interest in the event that Assignee fails to pay them.

8. Assignee agrees to enter into an Interruptible Service Hub Contract with Enbridge as a condition to the Assignment taking effect and agrees to maintain such contract in place during the operative term of this Assignment.

9. 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 Storage Contract, and the assignment of the service entitlement thereunder.

10. Assignee acknowledges that it has been made aware of the relevant terms and conditions in Assignor’s Storage Contract.

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

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

13. Assignor agrees that the balance of the Storage Account under the Storage Contract must be less than or equal to the Maximum Storage Balance minus the Assigned Interest on the Commencement Date of this Assignment. Failure to comply with this requirement will render this Assignment null and void.



14. Assignee agrees that the balance of the Storage Account under the Assignment must be zero (0) on the Termination Date of this Assignment. In the event that Assignee fails to ensure that the Storage Account under the Assignment is zero, Assignee shall forfeit any balance immediately to Assignor without further recourse and Assignee shall be liable for all penalties and costs associated with any imbalances caused by Assignee. Assignee shall hold Assignor harmless and indemnify Assignor for said matters.

15. No amendment or modification of this Assignment shall be binding unless in writing and signed by all parties hereto.

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

[Shipper #1]
(ASSIGNOR)
Authorized Signatory

[Shipper #2]
(ASSIGNEE)
Authorized Signatory

By: _____

By: _____

Title: _____

Title: _____

Enbridge acknowledges this Assignment contained herein and agrees to treat Assignee as Shipper with a service entitlement under the Storage Contract equal to the Assigned Interest during the operative term of this Assignment, subject to any early termination of the Assignment provided pursuant to the Storage Contract, or section 6 herein.

ENBRIDGE GAS INC.
Authorized Signatory

By: _____

Title: _____



INDEMNITY

WHEREAS Assignor Name (“Shipper”) and Enbridge Gas Inc. (“Enbridge”) have entered into a long term storage contract, dated [Month day, year] (“Contract No. _____”); and

WHEREAS Shipper has requested, and Enbridge has agreed, that Shipper may temporarily assign its storage rights pursuant to Contract No. _____ under the terms and conditions provided in Contract No. _____; and

WHEREAS Shipper has agreed to provide Enbridge with an indemnity, as set out below, to induce Enbridge to allow Shipper to temporarily assign its storage space;

NOW THEREFORE, in consideration of the preceding Recitals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Shipper hereby irrevocably and unconditionally indemnifies and holds harmless Enbridge, and all of Enbridge’s affiliates, employees, officers, and directors (collectively, the “Indemnitees”) from all costs, (including legal costs on a solicitor-client basis) expenses, losses, demands, damages, obligations, taxes or penalties or interest or other liabilities (including amounts paid to affiliates for services rendered in accordance with the Affiliate Relationships Code as established by the Ontario Energy Board) which may be incurred or suffered by any of the Indemnitees in respect of, or in connection with, or in any manner arising out of the temporary assignment agreements entered into between Shipper and its assignees pursuant to Contract No. _____.

IN WITNESS WHEREOF this Indemnity is made effective as at _____ day of _____, 20__.

[Shipper #1]
(ASSIGNOR)
Authorized Signatory

[Shipper #2]
(ASSIGNEE)
Authorized Signatory

By: _____

By: _____

Title: _____

Title: _____