uniongas
A Spectra Energy Company

June 6, 2011

Ontario Energy Board
2300 Yonge Street
Suite 2700
Toronto, Ontario
M4P 1E4

Attention: Ms. Kirsten Walli, Board Secretary

RE: EB-2011-0135 – Union Gas Limited – July 1, 2011 QRAM Application

Dear Ms. Walli,

Enclosed is an application and evidence from Union Gas Limited ("Union") seeking changes to Union's gas supply and transportation rates to reflect changes to the forecasted costs of purchasing and transporting natural gas.

The application is made pursuant to section 36(1) of the Ontario Energy Board Act, 1998, and pursuant to the Quarterly Rate Adjustment Mechanism ("QRAM") established by the Board for Union to deal with changes in gas costs.

The application is submitted in accordance with the Board's EB-2008-0106 Decision and includes a schedule for the review and comment of intervenors and Board staff, Union's response to any comments and the Board's Decision and Order.

The proposed Alberta Border Reference Price on the current 21-day strip price is $3.762/GJ. This is an increase of $0.212/GJ from the amount currently approved in rates. Union is also proposing to prospectively refund projected 12-month net gas cost deferral account credits of $11.901 million. The result is a net annual increase for sales service customers in the Southern Operations area of $12.34 and a net annual increase for sales service customers in the Northern & Eastern Operations area ranging from $46.17 to $47.27. Bundled direct purchase customers will see a net annual increase of $0.41 in the Southern Operations area and a net annual increase of $7.66 in the Northern & Eastern Operations area.

Union has enclosed an application to the Board for Orders effective July 1, 2011 to change the rates that were authorized by the Board's EB-2011-0029 Rate Order to reflect the gas supply commodity, gas supply transportation and delivery rates proposed herein and to change the reference prices for use in determining amounts to be recorded in certain gas supply related deferral accounts.

This application is supported by the following evidence:

Tab 1 - Evidence of Ms. Libby Passmore
Tab 2 - Evidence of Mr. Greg Tetreault and Mr. Harold Pankrac

Union requests the Board's decision on this application by Monday June 20, 2011. This is consistent with the current approved QRAM process timeline.

This application is being served on all intervenors in the EB-2010-0148 and EB-2008-0106 proceedings. This complete evidence package including the working papers is also available electronically in searchable PDF format through the following link on Union's website: http://uniongas.com/qramapplication/.

If you have any questions on this matter, please contact me at (519) 436-4521.

Yours truly,

Marian Redford

Marian Redford
Manager, Regulatory Initiatives

cc: EB-2010-0148/EB-2008-0106 Intervenors
Crawford Smith (Torys)

Filed: 2011-06-06
EB-2011-0135

ONTARIO ENERGY BOARD

IN THE MATTER OF the Ontario Energy Board Act, 1998, S.O. 1998, c.15 (Sched. B);

AND IN THE MATTER OF an Application by Union Gas Limited, pursuant to section 36(1) of the *Ontario Energy Board Act, 1998*, for an order or orders approving or fixing just and reasonable rates and other charges for the sale, distribution, transmission and storage of gas as of July 1, 2010;

AND IN THE MATTER OF the Quarterly Rate Adjustment Mechanism approved by the Ontario Energy Board in EB-2008-0106.

APPLICATION

1. Union Gas Limited ("Union") was an applicant in a proceeding before the Board to fix just and reasonable rates and other charges for the sale, distribution and storage of natural gas effective April 1, 2011 under Board File No. EB-2011-0029. The rates were approved and implemented through the Board's EB-2011-0029 Rate Order dated March 17, 2011.

2. Pursuant to Section 36(1) of the Ontario Energy Board Act, 1998 (the Act), and the Quarterly Rate Adjustment Mechanism approved by the Board, Union hereby applies to the Board for further Orders effective July 1, 2011 as follows:

(a) an Order establishing the reference prices specified in the table below:

	Current (Approved in EB-2011-0029)	Proposed (Effective July 1, 2011)
Alberta Border Reference Price [1]	3.550 $/GJ	3.762 $/GJ
	13.4013 cents/m³	14.2016 cents/m³
Ontario Landed Reference Price [2]	5.890 $/GJ	6.114 $/GJ
	22.2348 cents/m³	23.0804 cents/m³
South Portfolio Cost Differential ("SPCD") [3]	0.771 $/GJ	0.769 $/GJ
	2.9105 cents/m³	2.9030 cents/m³

Notes:

[1] *The Alberta Border Reference Price represents the North Purchase Gas Variance Account ("NPGVA") (Deferral Account No. 179-105) reference price, the TCPL Tolls and Fuel – Northern and Eastern Operations Area deferral account (Deferral Account No. 179-100) reference price with respect to fuel gas and the Spot Gas Variance Account (Deferral Account No. 179-107) reference price for incremental gas purchased in the Northern and Eastern Operations Area.*

[2] *The Ontario Landed Reference Price represents the South Purchase Gas Variance Account ("SPGVA") (Deferral Account No. 179-106) reference price and the Spot Gas Variance Account (Deferral Account No. 179-107) reference price for incremental gas purchased in the Southern Operations Area.*

[3] *The SPCD is used as the benchmark to reduce the debits/credits that would otherwise accumulate in the SPGVA if there was no adjustment to the South Transportation Rate.*

(b) an Order to reflect the inventory revaluation charge resulting from changes in gas costs as of July 1, 2011;

(c) an Order reflecting the prospective disposition of the projected balance for the twelve month period ending June 30, 2012 recorded in the gas-supply deferral accounts; and

(d) an Order reflecting adjustments to delivery rates to account for cost of gas changes in the carrying costs of gas in inventory, compressor fuel and UFG.

(e) such further Order or Orders as Union may request and the Board may deem appropriate or necessary.

3. This application is supported by written evidence that has been pre-filed with the Board and provided by Union to all intervenors of record in EB-2010-0148 and EB-2008-0106.

4. Pursuant to the criteria established in the Board's EB-2008-0106 Decision, below is the Board's direction with respect to the timeline for processing the application:

- Parties to this proceeding wishing to make comments on the application may do so by filing such submissions with the Board Secretary (two hard copies plus an electronic copy by e-mail) and Union no later than 4:45 p.m. Monday, June 13, 2011.
- Union shall reply to any comments received by filing such replies with the Board Secretary (two hard copies plus an electronic copy by e-mail) and serving a copy on all parties who make submissions no later than 4:45 p.m., Wednesday, June 15, 2011
- The Board issues its Decision and Order by Monday, June 20, 2011 for implementation effective July 1, 2011.

5. The intervenors eligible for a cost award may submit their cost claims with supporting rationale as to how their participation contributed to the Board's ability to decide on this matter. All cost claims for QRAM applications are subject to the following procedure:

- Cost claims must be filed with the Board and Union no later than ten days from the date of the Board's Decision and Order.
- Union must forward any concerns with the cost claims to the Board and the claimant within seven days of receiving the claims.

- Any response to Union's comments must be filed with the Board and Union within seven days of receiving the comments.

6. The address of service for Union is:

Union Gas Limited
P.O. Box 2001
50 Keil Drive North
Chatham, Ontario
N7M 5M1

Attention:	Marian Redford Manager, Regulatory Initiatives
Telephone:	(519) 436-4521
Fax:	(519) 436-4641

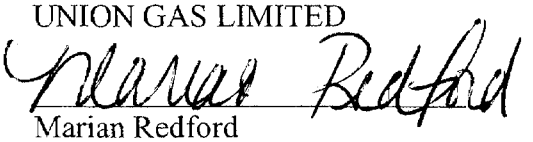
- and -

Torys
Suite 3000, Maritime Life Tower
P.O. Box 270
Toronto Dominion Centre
Toronto, Ontario
M5K 1N2

Attention:	Crawford Smith
Telephone:	(416) 865-8209
Fax:	(416) 865-7380

DATED June 6, 2011.

UNION GAS LIMITED



Marian Redford
Manager, Regulatory Initiatives

Tab 1

PREFILED EVIDENCE OF

LIBBY PASSMORE, MANAGER, GAS SUPPLY

INTRODUCTION

The purpose of this evidence is to set deferral account reference prices to reflect Union's gas cost forecast for the 12-month period commencing July 1, 2011 pursuant to the Quarterly Rate Adjustment Mechanism ("QRAM") as approved by the Board.

1. CURRENT GAS MARKET OUTLOOK

The NYMEX strip has increased by $0.261 (US$/mmbtu) or approximately 6% since the Board approved April 1, 2011 QRAM filing (EB-2011-0029). The Empress basis has changed from negative $0.693 (US$/mmbtu) to negative $0.646 (US$/mmbtu) while foreign exchange has weakened (Canadian dollar strengthening) from $0.993 to $0.974 over the same period. These factors result in a net increase of $0.212 (CAD$/GJ) to the Alberta Border Reference Price.

2. PRICING

2.1 Alberta Border Reference Price

The approved method for calculating the Alberta Border Reference Price uses the 21-day average of the twelve month NYMEX strip. The NYMEX strip used in this application is for July 2011 to June 2012. The one-year NYMEX strip is converted to an Alberta Border Reference Price by taking into account the Empress-NYMEX basis and the foreign exchange rate for the July 2011 to June 2012 period. (See Tab 1, Schedule 1 for the details of this calculation.)

Based on the approved method, the Alberta Border Reference Price for the period July 1, 2011 to June 30, 2012 is $3.762/GJ. This represents an increase of $0.212/GJ from the Alberta Border Reference Price of $3.550/GJ last approved by the Board in EB-2011-0029.

The Alberta Border Reference Price will be the reference price for the North Purchased Gas Variance Account ("NPGVA") (Deferral Account No. 179-105), and in the TCPL Tolls and Fuel – Northern and Eastern Operations Area deferral account (Deferral Account No. 179-100) with respect to fuel gas. It will also be the reference price for the Spot Gas Variance Account (Deferral Account No. 179-107) for incremental purchases made at Empress.

2.2 Ontario Landed Reference Price

The Ontario Landed Reference Price is $6.114/GJ and is calculated by adding the TCPL EDA toll and fuel to the Alberta Border Reference Price as shown on Tab 1, Schedule 1. This represents an increase of $0.224/GJ from the Ontario Landed Reference Price of $5.890/GJ last approved by the Board in EB-2011-0029. This change includes the increase in the Alberta Border Reference Price of $0.212/GJ plus the associated changes in TCPL compressor fuel costs.

The Ontario Landed Reference Price will be the reference price for the South Purchased Gas Variance Account ("SPGVA") (Deferral Account No. 179-106), and the Spot Gas Variance Account (Deferral Account No. 179-107), for incremental purchases made at Dawn.

2.3 South Portfolio Cost Differential

The South Portfolio Cost Differential ("SPCD") is determined by comparing the projected cost of serving South sales service customers, based on Union's South Portfolio, to the cost of serving South sales service customers based on the Ontario Landed Reference Price. This difference is divided by forecast South Sales Service Demand to derive the SPCD. For the 12-month period beginning July 1, 2011 the SPCD is projected to be $0.769/GJ as shown on Tab 1, Schedule 2. The SPCD results in a South Transportation Sales Rate of $1.474/GJ calculated by subtracting the SPCD of $0.769/GJ from the TCPL EDA toll of $2.243/GJ. This calculation ensures that South sales service transportation rates are appropriately set at a level equal to the projected average cost over the 12-month forecast period.

3. DEFERRAL ACCOUNTS

3.1 Impact on Gas Supply Deferral Account Balances

The current forecast of gas cost related deferral account balances at June 30, 2011 is shown on Tab 1, Schedule 3. The opening deferral account balances are the projected deferral account balances at July 1, 2011 plus the projected inventory revaluation adjustment at July 1, 2011.

The deferral account forecast is based on the actual and forecast gas costs for the period July 1, 2011 to June 30, 2012 and on the proposed Alberta Border Reference Price and the Ontario Landed Reference Price effective July 1, 2011.

3.2 Deferral Account Adjustments

To ensure that there is continued alignment between the QRAM deferral account schedules and Union's general ledger, a reconciliation of each deferral account occurs on a monthly basis and any adjustments are included in the QRAM deferral account schedules.

3.2.1 Annual Review of Direct Purchase Balancing Gas

The only adjustments for this quarter reflect the annual review of the Direct Purchase (DP) Balancing Gas as of December 31, 2010.

Union holds gas in inventory to balance Bundled Direct Purchase customers' seasonal loads. DP customers deliver firm even daily amounts of gas to Union throughout the year. Actual consumption patterns do not occur evenly due to weather variations, industrial cycles, etc. DP balancing gas is inventory owned by Union that allows DP customers to consume gas as needed, by drafting the system (consume more gas than what they have injected) and replacing it later.

DP Balancing Gas is accounted for separately from gas in inventory that is available for sale. DP Balancing Gas is not revalued for quarterly weighted average cost of gas (WACOG) changes. It remains valued at the historical price of $4.478/GJ.

As Direct Purchase customers return to system, less inventory is required to serve DP customers balancing requirements. Consistent with previous DP balancing gas inventory adjustments, the

volume difference has been transferred to Sales Service from DP balancing gas. The amount of gas is reflected in Union's Inventory revaluation and will not appear as volumes purchased in either of the NPGVA nor the SPGVA.

The transfer of the DP Balancing gas results in a credit to System Customers equal to the difference in the Ontario Landed Reference Price per EB-2010-0265 ($5.670/GJ) and the Historical Price ($4.478/GJ) multiplied by the amount of gas transferred (4.26 PJs). These credits are reflected in Tab 1, Schedule 3 and are explained in more detail below.

North Purchased Gas Variance Account ("NPGVA") (Deferral Account 179-105)

To adjust the excess 2010 Direct Purchase Balancing Gas into the System Gas portfolio for NPGVA, a credit adjustment of $1.268 million is required. This adjustment appears at Tab 1, Schedule 3, Page 2, column (g), line 9.

South Purchased Gas Variance Account ("SPGVA") (Deferral Account 179-106)

To adjust the excess 2010 Direct Purchase Balancing Gas into the System Gas portfolio for SPGVA, a credit adjustment of $3.805 million is required. This adjustment appears at Tab 1, Schedule 3, Page 4, column (i), line 9.

3.3 Spot Gas Variance Account (Deferral Account 179-107)

As previously reported in the April 1, 2011 QRAM filing (EB-2011-0029), Union purchased 3.61 PJs of incremental gas to meet demands above forecast for the 2010/2011 winter period.

Of the incremental gas purchased, 2.71 PJs was required for Union South sales service customers and 0.90 PJs was required for Union North sales service and bundled direct purchase ("DP") customers.

Union is reporting a prospective refund of $1.144 million, as identified in Tab 1, Schedule 3, Page 6, (column a) from the Spot Gas Variance Account (Deferral No. 179-107) as a result of the incremental purchases.

Union is reporting a prospective refund of $0.031 million as identified in Tab 1, Schedule 3, Page 6 (column d) to North sales service and bundled DP customers for load balancing credits. The credit is allocated to rate classes R01 and R10, according to their February 28 imbalance levels.

3.4 Prospective Recovery of Deferral Account Balances

July 1, 2011 deferral account balances relating to the North PGVA, North Tolls and Fuel, South PGVA, Inventory Revaluation, and Spot Gas accounts are identified in Tab 1, Table 1.

Table 1
Proposed Prospective Recovery of Deferral Account Balances
Effective July 1, 2011

Line No.	Particulars ($000's)		Total Deferral	
1	North PGVA		(113,471)	(1)
2	North Tolls and Fuel :			
3	Northern Tolls	9,501		
4	Northern Fuel Costs	(1,588)		
5	Total North Tolls and Fuel		7,913	(2)
6	South PGVA		(301,500)	(3)
7	Inventory Revaluation		(4,438)	(4)
8	Spot Gas Variance Account :			
9	Spot Gas	(7,282)		
10	Load Balancing	(6)		
11	Total Spot Gas Variance Account		(7,288)	(5)
12	Total		(418,784)	

Notes:
(1) North PGVA Account (Deferral No. 179-105) as identified in Schedule 3, Page 2.
(2) North Tolls and Fuel Account (Deferral No. 179-100) as identified in Schedule 3, Page 3.
(3) South PGVA Account (Deferral No. 179-106) as identified in Schedule 3, Page 4.
(4) Inventory Revaluation Account (Deferral No. 179-109) as identified in Schedule 3, Page 5.
(5) Spot Gas Variance Account (Deferral No. 179-107) as identified in Schedule 3, Page 6.

3.5 UDC Account

The Joint Unabsorbed Demand Costs Account balances are not prospectively recovered in accordance with the current Board-approved QRAM process. Union will dispose of any deferral account balances through the annual deferral account disposition process.

Schedules

UNION GAS LIMITED
Calculation of Alberta Border and Ontario Landed Reference Prices
For the 12 month period ending June 30, 2012

Line No.	Particulars		Jul-11	Aug-11	Sep-11	Oct-11	Nov-11	Dec-11	Jan-12	Feb-12	Mar-12	Apr-12	May-12	Jun-12	Total or Average
1	Days		31	31	30	31	30	31	31	29	31	30	31	30	366
2	NYMEX 21 Day Average (US$/mmbtu)	(1)	4.390	4.435	4.458	4.502	4.659	4.875	4.991	4.979	4.915	4.777	4.796	4.834	4.718
3	Empress Basis (US$/mmbtu)		(0.598)	(0.628)	(0.600)	(0.600)	(0.657)	(0.657)	(0.657)	(0.657)	(0.657)	(0.682)	(0.682)	(0.681)	(0.646)
4	Foreign Exchange		0.969	0.970	0.971	0.971	0.972	0.973	0.974	0.975	0.976	0.978	0.979	0.980	0.974
5	Alberta Border (Cdn$/GJ)	(2)	3.483	3.498	3.549	3.592	3.688	3.891	4.002	3.995	3.941	3.794	3.817	3.856	3.759
	North Supply Cost Calculation														
6	Total Volume (PJ's)		3.52	3.48	3.35	2.97	3.46	3.59	3.58	3.33	3.60	3.46	3.59	3.46	41.39
7	Cost at Market Price ($000's)		$ 12,262	$ 12,159	$ 11,906	$ 10,657	$ 12,760	$ 13,968	$ 14,329	$ 13,320	$ 14,175	$ 13,125	$ 13,700	$ 13,342	$ 155,702
8	Weighted Average Price (Cdn$/GJ)														$ 3.762
9														Alberta Border Reference Price (Cdn$/GJ)	**$ 3.762**
10														Add : Fuel (Cdn$/GJ)	**$ 0.109**
11														Add : Tolls (Cdn$/GJ)	**$ 2.243**
12														Ontario Landed Reference Price (Cdn$/GJ)	**$ 6.114**

Notes:
(1) 21 Day Strip dates used - May 2, 2011 to May 31, 2011.
(2) Alberta Border Price = ((NYMEX 21-day Average + Empress Basis) * (Foreign Exchange Rate))/MMBtu to GJ Conversion Rate.
MMBtu to GJ Conversion Rate: 1.055056 GJ /MMBtu.

UNION GAS LIMITED
Calculation of South Portfolio Cost Differential & South Transportation Rate
For the 12 month period ending June 30, 2012

Line No.	Particulars				
1	South Purchased Gas Variance Account (SPGVA) ($000's)	$	76,816		(1)
2	South Consumption Volumes (PJ's)		99.8		(2)
3	South Price Cost Differential (Line 1/Line 2)	$	0.769	/GJ	
4	TCPL Transportation EDA Toll	$	2.243	/GJ	
5	South Price Cost Differential (Line 3)	$	0.769	/GJ	
6	South Transportation Rate (Line 4 - Line 5)	$	1.474	/GJ	

Notes:
(1) Tab 1, Schedule 3, page 4, Column (g), Line 27.
(2) Demand forecast for South sales service customers for the period July 2011 to June 2012.

UNION GAS LIMITED
Summary of Gas Supply Deferral Accounts

Line No.	Particulars	North PGVA (179-105) ($000's) (1) (a)	North Tolls (179-100) ($000's) (2) (b)	North Fuel (179-100) ($000's) (2) (c)	South PGVA (179-106) ($000's) (3) (d)	Joint Account: Inventory Revaluation (179-109) ($000's) (4) (e)	Load Balancing (179-107) ($000's) (5) (f)	Spot Gas Purchases (179-107) ($000's) (5) (g)	Joint Account: Unabsorbed Demand Costs (179-108) ($000's) (6) (h)	Total ($000's) (i)=sum of (a) to (h)
1	Cumulative to end of June, 2010	$ (89,775)	$ (3,351)	$ (1,749)	$ (256,761)	$ 63,732	$ 7	$ (6,126)	$ 1,077	$ (292,946)
2	July, 2010 *	$ (1,544)	$ 459	$ 33	$ (1,035)	$ 23,764	$ 1	$ (0)	$ 407	$ 22,084
3	August *	$ (2,666)	$ 430	$ 6	$ (3,273)	$ 10	$ 1	$ (1)	$ 189	$ (5,303)
4	September *	$ (9,034)	$ 3,561	$ 4	$ 3,313	$ 10	$ 1	$ (1)	$ 214	$ (1,931)
5	October, 2010 *	$ (1,835)	$ 638	$ (10)	$ (6,441)	$ 18,852	$ 2	$ (1)	$ 493	$ 11,698
6	November *	$ (3,195)	$ 540	$ (9)	$ (10,304)	$ 34	$ 2	$ (1)	$ 7	$ (12,925)
7	December *	$ (1,503)	$ 338	$ (47)	$ (4,733)	$ 29	$ 2	$ (1)	$ -	$ (5,915)
8	January, 2011 *	$ (340)	$ 444	$ 235	$ (1,169)	$ 8,882	$ 2	$ (1)	$ -	$ 8,053
9	February *	$ (1,588)	$ 792	$ 76	$ (5,492)	$ 29	$ (6)	$ (268)	$ -	$ (6,458)
10	March *	$ (1,337)	$ 3,292	$ (60)	$ (7,196)	$ 23	$ (20)	$ (878)	$ -	$ (6,176)
11	April, 2011	$ (259)	$ 775	$ (14)	$ (3,229)	$ (2,245)	$ 1	$ (1)	$ -	$ (4,972)
12	May	$ (179)	$ 788	$ (23)	$ (2,247)	$ 16	$ 1	$ (2)	$ -	$ (1,647)
13	June	$ (217)	$ 794	$ (29)	$ (2,933)	$ 18	$ 1	$ (2)	$ -	$ (2,368)
14	Total (Lines 1 to 13)	$ (113,471)	$ 9,501	$ (1,588)	$ (301,500)	$ 113,153	$ (6)	$ (7,282)	$ 2,387	$ (298,806)
	Current QRAM Period									
15	July, 2011	$ (983)	$ 787	$ (50)	$ (4,553)	$ (4,438)	$ -	$ -	$ -	$ (9,237)
16	August	$ (917)	$ 787	$ (49)	$ (2,190)	$ -	$ -	$ -	$ -	$ (2,369)
17	September	$ (716)	$ 785	$ (41)	$ (1,557)	$ -	$ -	$ -	$ -	$ (1,529)
18	October, 2011	$ (504)	$ 778	$ (28)	$ (4,210)	$ -	$ -	$ -	$ -	$ (3,964)
19	November	$ (257)	$ 749	$ (17)	$ (385)	$ -	$ -	$ -	$ -	$ 91
20	December	$ 462	$ 750	$ 7	$ 1,120	$ -	$ -	$ -	$ -	$ 2,340
21	January, 2012	$ 860	$ 787	$ 3	$ 2,750	$ -	$ -	$ -	$ -	$ 4,401
22	February	$ 777	$ 784	$ 4	$ 3,173	$ -	$ -	$ -	$ -	$ 4,737
23	March	$ 644	$ 769	$ 12	$ 2,219	$ -	$ -	$ -	$ -	$ 3,644
24	April, 2012	$ 111	$ 772	$ (6)	$ 1,100	$ -	$ -	$ -	$ -	$ 1,977
25	May	$ 196	$ 782	$ (14)	$ 940	$ -	$ -	$ -	$ -	$ 1,903
26	June	$ 326	$ 786	$ (15)	$ 1,593	$ -	$ -	$ -	$ -	$ 2,690
27	Total (Lines 15 to 26)	$ 0	$ 9,317	$ (194)	$ (0)	$ (4,438)	$ -	$ -	$ -	$ 4,685

* Reflects actual information.

Notes:

(1) See page 2.
(2) See page 3.
(3) See page 4.
(4) See page 5.
(5) See page 6.
(6) Union is not proposing to recover the deferral balance for the Unabsorbed Demand Charge (Account No. 179-108) deferral account in the current QRAM.

UNION GAS LIMITED
Deferral Account for
North Purchased Gas Variance Account
(Deferral Account 179-105)

Line No.	Particulars	Purchase Cost ($000's) (a)	Volume (GJ) (b)	Weighted Avg. Price ($/GJ) (c) = (a)/(b)	Reference Price ($/GJ) (1) (d)	Unit Rate Difference ($/GJ) (e) =(c) - (d)	Deferral Amount Before Interest ($000's) (f) = (b) x (e)	Adjustments ($000's) (g)	Total Deferral Before Interest ($000's) (h) = (f) + (g)	Interest ($000's) (2) (i)	Total Deferral Amount ($000's) (j) = (h) + (i)
1	Cumulative to end of June, 2010						$ (89,522)	$ -	$ (89,522)	$ (253)	$ (89,775)
2	July, 2010 *	$ 10,379	2,729,906	$ 3.802	$ 4.363	$ (0.561)	$ (1,532)		$ (1,532)	$ (12)	$ (1,544)
3	August *	$ 10,118	2,926,657	$ 3.457	$ 4.363	$ (0.906)	$ (2,651)		$ (2,651)	$ (14)	$ (2,666)
4	September *	$ 7,645	2,692,011	$ 2.840	$ 4.363	$ (1.523)	$ (4,100)	$ (4,919)	$ (9,019)	$ (15)	$ (9,034)
5	October, 2010 *	$ 9,490	2,884,597	$ 3.290	$ 3.920	$ (0.630)	$ (1,818)	$ -	$ (1,818)	$ (17)	$ (1,835)
6	November *	$ 12,802	4,073,544	$ 3.143	$ 3.920	$ (0.777)	$ (3,166)	$ -	$ (3,166)	$ (28)	$ (3,195)
7	December *	$ 11,509	3,313,062	$ 3.474	$ 3.920	$ (0.446)	$ (1,479)	$ -	$ (1,479)	$ (24)	$ (1,503)
8	January, 2011 *	$ 12,698	3,587,785	$ 3.539	$ 3.627	$ (0.088)	$ (315)	$ -	$ (315)	$ (25)	$ (340)
9	February *	$ 11,445	3,239,460	$ 3.533	$ 3.627	$ (0.094)	$ (305)	$ (1,268) (3)	$ (1,573)	$ (15)	$ (1,588)
10	March *	$ 11,807	3,620,676	$ 3.261	$ 3.627	$ (0.366)	$ (1,325)	$ -	$ (1,325)	$ (12)	$ (1,337)
11	April, 2011	$ 12,024	3,457,157	$ 3.478	$ 3.550	$ (0.072)	$ (249)	$ -	$ (249)	$ (10)	$ (259)
12	May	$ 11,978	3,420,782	$ 3.501	$ 3.550	$ (0.049)	$ (166)	$ -	$ (166)	$ (13)	$ (179)
13	June	$ 12,289	3,518,374	$ 3.493	$ 3.550	$ (0.057)	$ (202)	$ -	$ (202)	$ (15)	$ (217)
14	Total (Lines 1 to 13)	$ 134,182	39,464,011				$ (106,829)	$ (6,187)	$ (113,016)	$ (454)	$ (113,471)
	Current QRAM Period										
15	July, 2011	$ 12,262	3,520,574	$ 3.483	$ 3.762	$ (0.279)	$ (983)	$ -	$ (983)	$ -	$ (983)
16	August	$ 12,159	3,475,663	$ 3.498	$ 3.762	$ (0.264)	$ (917)	$ -	$ (917)	$ -	$ (917)
17	September	$ 11,906	3,354,956	$ 3.549	$ 3.762	$ (0.213)	$ (716)	$ -	$ (716)	$ -	$ (716)
18	October, 2011	$ 10,657	2,966,583	$ 3.592	$ 3.762	$ (0.170)	$ (504)	$ -	$ (504)	$ -	$ (504)
19	November	$ 12,760	3,460,023	$ 3.688	$ 3.762	$ (0.074)	$ (257)	$ -	$ (257)	$ -	$ (257)
20	December	$ 13,968	3,589,993	$ 3.891	$ 3.762	$ 0.129	$ 462	$ -	$ 462	$ -	$ 462
21	January, 2012	$ 14,329	3,580,096	$ 4.002	$ 3.762	$ 0.240	$ 860	$ -	$ 860	$ -	$ 860
22	February	$ 13,320	3,334,028	$ 3.995	$ 3.762	$ 0.233	$ 777	$ -	$ 777	$ -	$ 777
23	March	$ 14,175	3,596,621	$ 3.941	$ 3.762	$ 0.179	$ 644	$ -	$ 644	$ -	$ 644
24	April, 2012	$ 13,125	3,459,093	$ 3.794	$ 3.762	$ 0.032	$ 111	$ -	$ 111	$ -	$ 111
25	May	$ 13,700	3,589,450	$ 3.817	$ 3.762	$ 0.055	$ 196	$ -	$ 196	$ -	$ 196
26	June	$ 13,342	3,459,753	$ 3.856	$ 3.762	$ 0.094	$ 326	$ -	$ 326	$ -	$ 326
27	Total (Lines 15 to 26)	$ 155,702	41,386,834				$ 0	$ -	$ 0	$ -	$ 0

* Reflects actual information.

Notes:

(1) The reference price from July 2010 to September 2010 is as approved in EB-2010-0201.
The reference price from October 2010 to December 2010 is as approved in EB-2010-0265.
The reference price from January 2011 to March 2011 is as approved in EB-2010-0359.
The reference price from April 2011 to June 2011 is as approved in EB-2011-0029.
The reference price from July 2011 to June 2012 is as proposed in EB-2011-0135.

(2) Interest is computed on the deferral amount balance net of the actual prospective recovery amount for the quarter prior to the current QRAM period.

(3) February 2011 NPGVA deferral costs includes a credit due to excess DP Balancing Gas of 1.07 PJs transferred to the System portfolio.

UNION GAS LIMITED
Deferral Account for
North TCPL Tolls and Fuel - Northern and Eastern Operations Area
(Deferral Account 179-100)

Line No.	Particulars	North TCPL Tolls: Deferral Amount Before Interest ($000's) (a)	North TCPL Tolls: Interest ($000's) (1) (b)	North TCPL Tolls: Deferral Amount With Interest ($000's) (c) = (a) + (b)	North TCPL Fuel: Deferral Amount Before Interest ($000's) (d)	North TCPL Fuel: Interest ($000's) (1) (e)	North TCPL Fuel: Deferral Amount With Interest ($000's) (f) = (d) + (e)	Total Deferral Amount With Interest ($000's) (g) = (c) + (f)
1	Cumulative to end of June, 2010	$ (3,383)	$ 32	$ (3,351)	$ (1,810)	$ 61	$ (1,749)	$ (5,100)
2	July, 2010 *	$ 463	$ (4)	$ 459	$ 33	$ 0	$ 33	$ 492
3	August *	$ 427	$ 3	$ 430	$ 6	$ (0)	$ 6	$ 435
4	September *	$ 3,563	$ (2)	$ 3,561	$ 4	$ (0)	$ 4	$ 3,565
5	October, 2010 *	$ 640	$ (2)	$ 638	$ (10)	$ (0)	$ (10)	$ 628
6	November *	$ 543	$ (3)	$ 540	$ (9)	$ (0)	$ (9)	$ 532
7	December *	$ 337	$ 1	$ 338	$ (47)	$ (0)	$ (47)	$ 290
8	January, 2011 *	$ 443	$ 1	$ 444	$ 235	$ (0)	$ 235	$ 679
9	February *	$ 792	$ 0	$ 792	$ 76	$ (0)	$ 76	$ 868
10	March *	$ 3,292	$ 1	$ 3,292	$ (60)	$ (0)	$ (60)	$ 3,233
11	April, 2011	$ 772	$ 4	$ 775	$ (15)	$ 0	$ (14)	$ 761
12	May	$ 782	$ 6	$ 788	$ (24)	$ 0	$ (23)	$ 765
13	June	$ 786	$ 8	$ 794	$ (29)	$ 0	$ (29)	$ 765
14	Total (Lines 1 to 13)	$ 9,457	$ 44	$ 9,501	$ (1,649)	$ 61	$ (1,588)	$ 7,913
	Current QRAM Period							
15	July, 2011	$ 787	$ -	$ 787	$ (50)	$ -	$ (50)	$ 737
16	August	$ 787	$ -	$ 787	$ (49)	$ -	$ (49)	$ 739
17	September	$ 785	$ -	$ 785	$ (41)	$ -	$ (41)	$ 744
18	October, 2011	$ 778	$ -	$ 778	$ (28)	$ -	$ (28)	$ 750
19	November	$ 749	$ -	$ 749	$ (17)	$ -	$ (17)	$ 732
20	December	$ 750	$ -	$ 750	$ 7	$ -	$ 7	$ 758
21	January, 2012	$ 787	$ -	$ 787	$ 3	$ -	$ 3	$ 790
22	February	$ 784	$ -	$ 784	$ 4	$ -	$ 4	$ 788
23	March	$ 769	$ -	$ 769	$ 12	$ -	$ 12	$ 782
24	April, 2012	$ 772	$ -	$ 772	$ (6)	$ -	$ (6)	$ 765
25	May	$ 782	$ -	$ 782	$ (14)	$ -	$ (14)	$ 768
26	June	$ 786	$ -	$ 786	$ (15)	$ -	$ (15)	$ 771
27	Total (Lines 15 to 26)	$ 9,317	$ -	$ 9,317	$ (194)	$ -	$ (194)	$ 9,123

* Reflects actual information.

Notes:

(1) Interest is computed on the deferral amount balance net of the actual prospective recovery amount for the quarter prior to the current QRAM period.

UNION GAS LIMITED
Deferral Account for
South Purchased Gas Variance Account
(Deferral Account 179-106)

Line No.	Particulars		Purchase Cost ($000's) (a)	Volume (GJ) (b)	Weighted Avg. Price ($/GJ) (c) = (a)/(b)	Reference Price ($/GJ) (1) (d)	Unit Rate Difference ($/GJ) (e) =(c) - (d)	Monthly Deferral Amount ($000's) (f) = (b) x (e)	Southern Portfolio Cost Differential Adjustment ($000's) (g)	Deferral Amount Before Interest ($000's) (h) = (f) + (g)	Adjustments ($000's) (i)	Total Deferral Before Interest ($000's) (j) = (h) + (i)	Interest ($000's) (2) (k)	Total Deferral Amount ($000's) (l) = (j) + (k)
1	Cumulative to end of June, 2010							$ (331,826)	$ 76,039	$ (255,787)	$ -	$ (255,787)	$ (974)	$ (256,761)
2	July, 2010	*	$ 27,898	5,204,858	$ 5.360	$ 6.121	$ (0.761)	$ (3,961)	$ 2,946	$ (1,015)		$ (1,015)	$ (20)	$ (1,035)
3	August	*	$ 28,600	5,691,342	$ 5.025	$ 6.121	$ (1.096)	$ (6,236)	$ 2,984	$ (3,252)		$ (3,252)	$ (21)	$ (3,273)
4	September	*	$ 23,068	5,062,902	$ 4.556	$ 6.121	$ (1.565)	$ (7,922)	$ 2,880	$ (5,043)	$ 8,377	$ 3,334	$ (22)	$ 3,313
5	October, 2010	*	$ 31,857	7,188,612	$ 4.432	$ 5.670	$ (1.238)	$ (8,902)	$ 2,487	$ (6,415)	$ -	$ (6,415)	$ (26)	$ (6,441)
6	November	*	$ 34,391	8,352,493	$ 4.117	$ 5.670	$ (1.553)	$ (12,967)	$ 2,723	$ (10,244)	$ (15)	$ (10,259)	$ (46)	$ (10,304)
7	December	*	$ 44,279	9,131,573	$ 4.849	$ 5.670	$ (0.821)	$ (7,497)	$ 2,804	$ (4,693)	$ -	$ (4,693)	$ (40)	$ (4,733)
8	January, 2011	*	$ 43,807	9,104,359	$ 4.812	$ 5.370	$ (0.558)	$ (5,084)	$ 3,950	$ (1,133)	$ -	$ (1,133)	$ (36)	$ (1,169)
9	February	*	$ 44,187	9,204,577	$ 4.801	$ 5.370	$ (0.569)	$ (5,241)	$ 3,568	$ (1,673)	$ (3,805) (3)	$ (5,478)	$ (15)	$ (5,492)
10	March	*	$ 47,254	10,875,166	$ 4.345	$ 5.370	$ (1.025)	$ (11,146)	$ 3,950	$ (7,196)	$ -	$ (7,196)	$ (0)	$ (7,196)
11	April, 2011		$ 40,764	8,516,353	$ 4.787	$ 5.890	$ (1.103)	$ (9,397)	$ 6,189	$ (3,208)	$ -	$ (3,208)	$ (20)	$ (3,229)
12	May		$ 40,720	8,375,772	$ 4.862	$ 5.890	$ (1.028)	$ (8,613)	$ 6,395	$ (2,218)	$ -	$ (2,218)	$ (30)	$ (2,247)
13	June		$ 40,949	8,494,886	$ 4.820	$ 5.890	$ (1.070)	$ (9,086)	$ 6,189	$ (2,897)	$ -	$ (2,897)	$ (35)	$ (2,933)
14	Total (Lines 1 to 13)		$ 447,774	95,202,893				$ (427,880)	$ 123,106	$ (304,774)	$ 4,558	$ (300,216)	$ (1,284)	$ (301,500)
	Current QRAM Period													
15	July, 2011		$ 45,239	9,208,065	$ 4.913	$ 6.114	$ (1.201)	$ (11,059)	$ 6,506	$ (4,553)	$ -	$ (4,553)	$ -	$ (4,553)
16	August		$ 37,774	7,600,642	$ 4.970	$ 6.114	$ (1.144)	$ (8,696)	$ 6,506	$ (2,190)	$ -	$ (2,190)	$ -	$ (2,190)
17	September		$ 37,118	7,355,460	$ 5.046	$ 6.114	$ (1.068)	$ (7,853)	$ 6,296	$ (1,557)	$ -	$ (1,557)	$ -	$ (1,557)
18	October, 2011		$ 44,591	9,045,940	$ 4.929	$ 6.114	$ (1.185)	$ (10,716)	$ 6,506	$ (4,210)	$ -	$ (4,210)	$ -	$ (4,210)
19	November		$ 46,405	8,682,665	$ 5.345	$ 6.114	$ (0.769)	$ (6,681)	$ 6,296	$ (385)	$ -	$ (385)	$ -	$ (385)
20	December		$ 49,469	8,972,086	$ 5.514	$ 6.114	$ (0.600)	$ (5,386)	$ 6,506	$ 1,120	$ -	$ 1,120	$ -	$ 1,120
21	January, 2012		$ 46,192	8,169,391	$ 5.654	$ 6.114	$ (0.460)	$ (3,756)	$ 6,506	$ 2,750	$ -	$ 2,750	$ -	$ 2,750
22	February		$ 43,812	7,642,334	$ 5.733	$ 6.114	$ (0.381)	$ (2,913)	$ 6,086	$ 3,173	$ -	$ 3,173	$ -	$ 3,173
23	March		$ 45,660	8,169,391	$ 5.589	$ 6.114	$ (0.525)	$ (4,287)	$ 6,506	$ 2,219	$ -	$ 2,219	$ -	$ 2,219
24	April, 2012		$ 43,140	7,905,863	$ 5.457	$ 6.114	$ (0.657)	$ (5,196)	$ 6,296	$ 1,100	$ -	$ 1,100	$ -	$ 1,100
25	May		$ 44,381	8,169,391	$ 5.433	$ 6.114	$ (0.681)	$ (5,567)	$ 6,506	$ 940	$ -	$ 940	$ -	$ 940
26	June		$ 43,633	7,905,863	$ 5.519	$ 6.114	$ (0.595)	$ (4,703)	$ 6,296	$ 1,593	$ -	$ 1,593	$ -	$ 1,593
27	Total (Lines 15 to 26)		$ 527,413	98,827,091				$ (76,816)	$ 76,816	$ (0)	$ -	$ (0)	$ -	$ (0)

* Reflects actual information.

Notes:

(1) The reference price from July 2010 to September 2010 is as approved in EB-2010-0201.
The reference price from October 2010 to December 2010 is as approved in EB-2010-0265.
The reference price from January 2011 to March 2011 is as approved in EB-2010-0359.
The reference price from April 2011 to June 2011 is as approved in EB-2011-0029.
The reference price from July 2011 to June 2012 is as proposed in EB-2011-0135.

(2) Interest is computed on the deferral amount balance net of the actual prospective recovery amount for the quarter prior to the current QRAM period.

(3) February 2011 SPGVA deferral costs includes a credit due to excess DP Balancing Gas of 3.19 PJs transferred to the System portfolio.

UNION GAS LIMITED
Deferral Account for
Inventory Revaluation
(Deferral Account 179-109)

Line No.	Effective Date		Proceeding Number	Reference Price (C$/GJ) Approved/ Proposed ($/GJ) (a)	Reference Price (C$/GJ) Price Difference from Previous Approved Price ($/GJ) (b)	Inventory Levels Forecast/ Actual (PJ's) (c)	Inventory Revaluation Forecast/ Actual ($000's) (1) (d) = - (b) x (c)	Interest ($000's) (2) (e)	Total Deferral Amount ($000's) (f) = (d) + (e)
1	Cumulative to end of June, 2010						$ 63,185	$ 547	$ 63,732
2	July, 2010	*	EB-2010-0201	$ 6.121	$ (0.973)	24.8	$ 23,772	$ (8)	$ 23,764
3	August	*						$ 10	$ 10
4	September	*						$ 10	$ 10
5	October, 2010	*	EB-2010-0265	$ 5.670	$ (0.451)	40.1	$ 18,842	$ 10	$ 18,852
6	November	*						$ 34	$ 34
7	December	*						$ 29	$ 29
8	January, 2011	*	EB-2010-0359	$ 5.370	$ (0.300)	29.5	$ 8,850	$ 32	$ 8,882
9	February	*						$ 29	$ 29
10	March	*						$ 23	$ 23
11	April, 2011		EB-2011-0029	$ 5.890	$ 0.520	6.8	$ (2,259)	$ 14	$ (2,245)
12	May							$ 16	$ 16
13	June							$ 18	$ 18
14	Total (Lines 1 to 13)						$ 112,391	$ 762	$ 113,153
	Current QRAM Period								
15	July, 2011		EB-2011-0135	$ 6.114	$ 0.224	19.8	$ (4,438)	$ -	$ (4,438)
16	August							$ -	$ -
17	September							$ -	$ -
18	October, 2011						$ -	$ -	$ -
19	November							$ -	$ -
20	December							$ -	$ -
21	January, 2012						$ -	$ -	$ -
22	February							$ -	$ -
23	March							$ -	$ -
24	April, 2012						$ -	$ -	$ -
25	May							$ -	$ -
26	June							$ -	$ -
27	Total (Lines 15 to 26)						$ (4,438)	$ -	$ (4,438)

* Reflects actual information.

Notes:
(1) Includes adjustments for volume true-ups.
(2) Interest is computed on the deferral amount balance net of the actual prospective recovery amount for the quarter prior to the current QRAM period.

UNION GAS LIMITED
Deferral Account for
Spot Gas Variance Account
(Deferral Account 179-107)

Line No.	Particulars		Spot Gas Purchases: Deferral Amount Before Interest ($000's) (a)	Spot Gas Purchases: Interest ($000's) (1) (b)	Spot Gas Purchases: Deferral Balance ($000's) (c) = (a) + (b)	Load Balancing: Load Balancing Deferral ($000's) (d)	Load Balancing: North Load Balancing Revenue ($000's) (e)	Load Balancing: South Load Balancing Revenue ($000's) (f)	Load Balancing: Deferral Amount Before Interest ($000's) (g) = (d)+(e)+(f)	Load Balancing: Interest ($000's) (1) (h)	Load Balancing: Deferral Balance ($000's) (i) = (g)+(h)
1	Cumulative to end of June, 2010		$ (6,077)	$ (49)	$ (6,126)	$ (17)	$ -	$ -	$ (17)	$ 23	$ 7
2	July, 2010	*	$ -	$ (0)	$ (0)	$ -	$ -	$ -	$ -	$ 1	$ 1
3	August	*	$ -	$ (1)	$ (1)	$ -	$ -	$ -	$ -	$ 1	$ 1
4	September	*	$ -	$ (1)	$ (1)	$ -	$ -	$ -	$ -	$ 1	$ 1
5	October, 2010	*	$ -	$ (1)	$ (1)	$ -	$ -	$ -	$ -	$ 2	$ 2
6	November	*	$ -	$ (1)	$ (1)	$ -	$ -	$ -	$ -	$ 2	$ 2
7	December	*	$ -	$ (1)	$ (1)	$ -	$ -	$ -	$ -	$ 2	$ 2
8	January, 2011	*	$ -	$ (1)	$ (1)	$ -	$ -	$ -	$ -	$ 2	$ 2
9	February	*	$ (267)	$ (1)	$ (268)	$ (9)	$ -	$ -	$ (9)	$ 2	$ (6)
10	March	*	$ (877)	$ (1)	$ (878)	$ (22)	$ -	$ -	$ (22)	$ 2	$ (20)
11	April, 2011		$ -	$ (1)	$ (1)	$ -	$ -	$ -	$ -	$ 1	$ 1
12	May		$ -	$ (2)	$ (2)	$ -	$ -	$ -	$ -	$ 1	$ 1
13	June		$ -	$ (2)	$ (2)	$ -	$ -	$ -	$ -	$ 1	$ 1
14	Total (Lines 1 to 13)		$ (7,221)	$ (61)	$ (7,282)	$ (48)	$ -	$ -	$ (48)	$ 41	$ (6)
	Current QRAM Period										
15	July, 2011		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
16	August		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
17	September		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
18	October, 2011		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
19	November		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
20	December		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
21	January, 2012		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
22	February		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
23	March		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
24	April, 2012		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
25	May		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
26	June		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
27	Total (Lines 15 to 26)		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

* Reflects actual information.

Notes:

(1) Interest is computed on the deferral amount balance net of the actual prospective recovery amount for the quarter prior to the current QRAM period.

Tab 2

PREFILED EVIDENCE OF

GREG TETREAULT, MANAGER, RATES AND PRICING

AND

HAROLD PANKRAC, TEAM LEADER, RATES AND PRICING

The purpose of this evidence is to address proposed changes to Union's gas supply commodity, gas transportation, storage, and delivery rates effective July 1, 2011.

1. REFERENCE PRICES

The unit rate changes applicable to both operating areas, which reflect an increase in the Alberta Border Reference Price to $3.762/GJ (14.2016 cents/$m^3$) and the change in associated fuel, are provided at Tab 2, Schedule 1. The Ontario Landed Reference Price is $6.114/GJ (23.0804 cents/$m^3$) and appears at Tab 1, Schedule 1. The South Portfolio Cost Differential ("SPCD"), described at Tab 1, page 3, results in a South Transportation sales rate of $1.474/GJ (5.5644 cents/$m^3$). Proposed July 1, 2011 prices reflect the heat value conversion factor of 37.75 GJ/10^3m^3 and current fuel ratios.

2. COST OF GAS IN DELIVERY RATES

As determined in the Board's EB-2011-0029 Rate Order, dated March 17, 2011 the cost of gas included in Union's delivery rates for compressor fuel, unaccounted for gas and inventory carrying costs is 22.2348 cents/m^3 effective April 1, 2011. Effective July 1, 2011, the proposed

cost of gas included in delivery rates for these items is the Ontario Landed Reference Price of 23.0804 cents/m^3 which represents an increase of 0.8456 cents/m^3.

Union proposes to allocate the increase in the cost of gas in delivery rates to rate classes in proportion to the approved 2007 allocation of compressor fuel, unaccounted for gas and inventory carrying costs. The calculation of the annual cost impacts and the allocation to in-franchise and ex-franchise rate classes is provided at Tab 2, Schedule 4.

3. RATE RIDERS

In addition to the forecast reference price changes identified above, changes to previously approved rate riders are required to reflect quarterly updates to gas cost deferral account balances. Each quarter Union projects the balance expected in each gas cost deferral account over the next 12 month period. In addition, Union tracks recovery variances (differences between what Union intended to recover in previous rate riders and what was actually recovered). Each quarter Union includes that variance in the rate riders established for the next 12 month period. Rates are changed automatically every quarter to reflect updated projected deferral account balances and historical recovery variances.

A summary of deferral account activity and proposed rate rider unit rate changes are provided at Tab 2, Schedule 2, Page 1. Projected deferral account balances (lines 1 to 3) are compared to previously projected balances (line 4) in each gas cost deferral account and variances are

identified (line 5). In addition, the difference between what was actually recovered in previous rate riders and what Union intended to recover is identified (line 6). This is the difference between forecast and actual volumes (last three months of actual volumes) multiplied by the previously approved rate riders. The net amount to be recovered prospectively (line 7) is the amount which has not been included in rate riders to date. The unit rate rider change in the current QRAM (line 9) is the net amount in each gas cost deferral account prospectively recovered over forecast consumption in the next twelve months (line 8).

In total, the change in gas cost-related deferrals in the current QRAM is a net credit of $11.901 million. This amount excludes the balance in the Joint Unabsorbed Demand Costs Account (Account No. 179-108) which is not prospectively recovered as per the current approved QRAM process.

For each deferral account, the last line of Tab 2, Schedule 3 shows the net prospective rider for the current QRAM period. The net prospective rider includes: (i) the introduction of the unit rate change calculated at Tab 2, Schedule 2, Page 1, line 9 and (ii) the elimination of expiring riders which have been in place for 12 months.

4. SUMMARY OF PROPOSED RATE CHANGES

The proposed changes to rates (Appendix A), rate schedules (Appendix B), and the summary of interruptible rate changes (Appendix C) are attached. The unit rates for prospective recovery of

the gas cost deferral accounts are provided at Tab 2, Schedule 6 (column c).

5. CUSTOMER BILL IMPACTS

General Service annual customer bill impacts (including the prospective recovery of deferral account balances outlined at Tab 2, Schedule 2) are provided at Tab 2, Schedule 5. The bill impacts shown at Tab 2, Schedule 5 reflect (i) the introduction of July 1, 2011 proposed QRAM changes detailed above and (ii) the elimination of expiring July 1, 2010 prospective riders.

A typical M1 residential customer consuming 2,600 m^3 per year will see a net bill increase of $12.34 per year. A typical bundled M1 direct purchase customer will see a net bill increase of $0.41 per year. A typical Rate 01 residential customer consuming 2,600 m^3 per year will see a net bill increase ranging from $46.17 to $47.27 per year. A typical bundled Rate 01 direct purchase customer will see a net bill increase of $7.66 per year.

6. CUSTOMER NOTICES

Customer notices that accompany the July 2011 bills will reflect the cumulative bill impacts arising from the QRAM changes identified above.

Schedules

UNION GAS LIMITED
Southern Operations Area
Calculation of Gas Supply Commodity Charges

Line No.	Particulars	EB-2011-0029 Effective April 1, 2011 (cents/m³) (a)	EB-2011-0029 Effective April 1, 2011 ($/GJ) (1) (b)	EB-2011-0135 Effective July 1, 2011 (cents/m³) (c)	EB-2011-0135 Effective July 1, 2011 ($/GJ) (1) (d)	Change Effective July 1, 2011 (cents/m³) (e)= (c) - (a)	Change Effective July 1, 2011 ($/GJ) (f)= (d) - (b)
1	Alberta Border Price	13.4013	3.550	14.2016	3.762 (2)	0.8003	0.212
2	Fuel Ratios	2.721%	2.721%	2.908%	2.908%	0.187%	0.187%
3	Compressor Fuel Charge	0.3646	0.097	0.4130	0.109	0.0484	0.013
4	Administration Charge	0.3138	0.083	0.3138	0.083	-	-
5	Gas Commodity & Fuel Rate (line 1+3+4)	14.0797	3.730	14.9284	3.954	0.8487	0.225
	Prospective Recovery						
6	Inventory Revaluations	1.3151	0.348	0.6367	0.169	(0.6784) (3)	(0.179)
7	Spot Gas	-	-	-	-	- (4)	-
8	Firm PGVA	(2.0748)	(0.550)	(1.7944)	(0.475)	0.2804 (5)	0.075
9	Temporary Charge/(Credit)	-	-	-	-	-	-
10	Prospective Recovery (line 6+7+8+9)	(0.7597)	(0.202)	(1.1577)	(0.306)	(0.3980)	(0.104)
11	Total Commodity and Fuel Rate (line 5+10)	13.3200	3.528	13.7707	3.648	0.4507	0.121
12	Transportation Tolls	5.5568	1.472	5.5644	1.474 (6)	0.0076	0.002
13	Total Commodity & Fuel & Transportation Rate (line 11+12)	18.8768	5.000	19.3351 (7)	5.122	0.4583	0.123

Notes:
(1) Conversion to GJs based on avg. heating value of Western suppliers of 37.75 GJ / 10^3m^3.
(2) Alberta Border price per Tab 1, Schedule 1, Line 9.
(3) EB-2011-0135, Tab 2, Schedule 6, Page 1 of 3, less the expiry of July 2010 Prospective Recovery charge of 0.5847 cents/m^3.
(4) EB-2011-0135, Tab 2, Schedule 6, Page 1 of 3, less the expiry of July 2010 Prospective Recovery of 0.0000 cents/m^3.
(5) EB-2011-0135, Tab 2, Schedule 6, Page 1 of 3, less the expiry of July 2010 Prospective Recovery credit of (0.7033) cents/m^3.
(6) EB-2011-0135, Tab 1, Schedule 2, Line 6.
(7) Appendix A, Page 6, Line 4, Column (c).

UNION GAS LIMITED
Northern & Eastern Operations Area
Calculation of Gas Commodity and Fuel
Fort Frances District

Line No.	Description	EB-2011-0029 Effective April 1, 2011 (cents/m³) (a)	EB-2011-0029 Effective April 1, 2011 ($/GJ) (5) (b)	EB-2011-0135 Effective July 1, 2011 (cents/m³) (c)	EB-2011-0135 Effective July 1, 2011 ($/GJ) (5) (d)	Change Effective July 1, 2011 (cents/m³) (e) = (c)-(a)	Change Effective July 1, 2011 ($/GJ) (f)= (d)-(b)
	Rates 01A & 10						
1	Alberta Border Price	13.4013	3.550	14.2016	3.762	0.8003	0.212
2	Fuel ratios	0.827%	0.827%	0.826%	0.826%	-0.001%	-0.001%
3	Compressor Fuel Charge	0.1108	0.029	0.1173	0.031	0.0065	0.002
4	Administration Charge	0.3138	0.083	0.3138	0.083	-	-
5	Gas Commodity & Fuel Rate (line 1+3+4)	13.8259	3.662	14.6327	3.876	0.8068	0.214
	Prospective Recovery						
6	Inventory Revaluations	1.3151	0.348	0.6367	0.169	(0.6784) (1)	(0.180)
7	Spot Gas	(0.1012)	(0.027)	(0.1552)	(0.041)	(0.0540) (2)	(0.014)
8	Firm PGVA	(3.9381)	(1.043)	(2.5000)	(0.662)	1.4381 (3)	0.381
9	Fuel	0.0867	0.023	0.0553	0.015	(0.0314) (4)	(0.008)
10	Temporary Charge/(Credit)	-	-	-	-	-	-
11	Total Prospective Recovery (line 6+7+8+9+10)	(2.6375)	(0.699)	(1.9632)	(0.520)	0.6743	0.179
12	Total Commodity and Fuel Rate (line 5+11)	11.1884	2.963	12.6695	3.356	1.4811	0.393
	Rates 20 & 100 (6)						
13	Alberta Border Price	13.4510	3.550	14.2542	3.762	0.8032	0.212
14	Fuel ratios	0.827%	0.827%	0.826%	0.826%	-0.001%	-0.001%
15	Compressor Fuel Charge	0.1112	0.029	0.1177	0.031	0.0065	0.002
16	Administration Charge	0.3138	0.083	0.3138	0.083	-	-
17	Gas Commodity & Fuel Rate (line 13+15+16)	13.8760	3.662	14.6857	3.876	0.8097	0.214
	Prospective Recovery						
18	Inventory Revaluations	1.3151	0.348	0.6367	0.169	(0.6784) (1)	(0.180)
19	Spot Gas	(0.1012)	(0.027)	(0.1552)	(0.041)	(0.0540) (2)	(0.014)
20	Firm PGVA	(3.9381)	(1.043)	(2.5000)	(0.662)	1.4381 (3)	0.381
21	Fuel	0.0867	0.023	0.0553	0.015	(0.0314) (4)	(0.008)
22	Temporary Charge/(Credit)	-	-	-	-	-	-
23	Total Prospective Recovery (line 18+19+20+21+22)	(2.6375)	(0.699)	(1.9632)	(0.520)	0.6743	0.179
24	Total Commodity and Fuel Rate (line 17+23)	11.2385	2.963	12.7225	3.356	1.4840	0.393

Notes:

(1) EB-2011-0135, Tab 2, Schedule 6, Page 1 of 3, less the expiry of July 2010 Prospective Recovery charge of 0.5847 cents/m³.
(2) EB-2011-0135, Tab 2, Schedule 6, Page 1 of 3, less the expiry of July 2010 Prospective Recovery charge of 0.0359 cents/m³.
(3) EB-2011-0135, Tab 2, Schedule 6, Page 1 of 3, less the expiry of July 2010 Prospective Recovery credit of (1.4471) cents/m³.
(4) EB-2011-0135, Tab 2, Schedule 6, Page 1 of 3, less the expiry of July 2010 Prospective Recovery charge of 0.0600 cents/m³.
(5) Conversion to GJs based on 37.75 GJs / 10^3m^3.
(6) Conversion to GJs based on 37.89 GJs / 10^3m^3.

UNION GAS LIMITED
Northern & Eastern Operations Area
Calculation of Gas Commodity and Fuel
Western Zone

Line No.	Description	EB-2011-0029 Effective April 1, 2011 (cents/m³) (a)	EB-2011-0029 Effective April 1, 2011 ($/GJ) (5) (b)	EB-2011-0135 Effective July 1, 2011 (cents/m³) (c)	EB-2011-0135 Effective July 1, 2011 ($/GJ) (5) (d)	Change Effective July 1, 2011 (cents/m³) (e) = (c)-(a)	Change Effective July 1, 2011 ($/GJ) (f)= (d)-(b)
	Rates 01A & 10						
1	Alberta Border Price	13.4013	3.550	14.2016	3.762	0.8003	0.212
2	Fuel ratios	1.376%	1.376%	1.433%	1.433%	0.057%	0.057%
3	Compressor Fuel Charge	0.1844	0.049	0.2036	0.054	0.0192	0.005
4	Administration Charge	0.3138	0.083	0.3138	0.083	-	-
5	Gas Commodity & Fuel Rate (line 1+3+4)	13.8995	3.682	14.7190	3.899	0.8195	0.217
	Prospective Recovery						
6	Inventory Revaluations	1.3151	0.348	0.6367	0.169	(0.6784) (1)	(0.180)
7	Spot Gas	(0.1012)	(0.027)	(0.1552)	(0.041)	(0.0540) (2)	(0.014)
8	Firm PGVA	(3.9381)	(1.043)	(2.5000)	(0.662)	1.4381 (3)	0.381
9	Fuel	0.0867	0.023	0.0553	0.015	(0.0314) (4)	(0.008)
10	Temporary Charge/(Credit)	-	-	-	-	-	-
11	Total Prospective Recovery (line 6+7+8+9+10)	(2.6375)	(0.699)	(1.9632)	(0.520)	0.6743	0.179
12	Total Commodity and Fuel Rate (line 5+11)	11.2620	2.983	12.7558	3.379	1.4938	0.396
	Rates 20 & 100 (6)						
13	Alberta Border Price	13.4510	3.550	14.2542	3.762	0.8032	0.212
14	Fuel ratios	1.376%	1.376%	1.433%	1.433%	0.057%	0.057%
15	Compressor Fuel Charge	0.1851	0.049	0.2043	0.054	0.0192	0.005
16	Administration Charge	0.3138	0.083	0.3138	0.083	-	-
17	Gas Commodity & Fuel Rate (line 13+15+16)	13.9499	3.682	14.7723	3.899	0.8224	0.217
	Prospective Recovery						
18	Inventory Revaluations	1.3151	0.348	0.6367	0.169	(0.6784) (1)	(0.180)
19	Spot Gas	(0.1012)	(0.027)	(0.1552)	(0.041)	(0.0540) (2)	(0.014)
20	Firm PGVA	(3.9381)	(1.043)	(2.5000)	(0.662)	1.4381 (3)	0.381
21	Fuel	0.0867	0.023	0.0553	0.015	(0.0314) (4)	(0.008)
22	Temporary Charge/(Credit)	-	-	-	-	-	-
23	Total Prospective Recovery (line 18+19+20+21+22)	(2.6375)	(0.699)	(1.9632)	(0.520)	0.6743	0.179
24	Total Commodity and Fuel Rate (line 17+23)	11.3124	2.983	12.8091	3.379	1.4967	0.396

Notes:

(1) EB-2011-0135, Tab 2, Schedule 6, Page 1 of 3, less the expiry of July 2010 Prospective Recovery charge of 0.5847 cents/m³.
(2) EB-2011-0135, Tab 2, Schedule 6, Page 1 of 3, less the expiry of July 2010 Prospective Recovery charge of 0.0359 cents/m³.
(3) EB-2011-0135, Tab 2, Schedule 6, Page 1 of 3, less the expiry of July 2010 Prospective Recovery credit of (1.4471) cents/m³.
(4) EB-2011-0135, Tab 2, Schedule 6, Page 1 of 3, less the expiry of July 2010 Prospective Recovery charge of 0.0600 cents/m³.
(5) Conversion to GJs based on 37.75 GJs / 10^3m³.
(6) Conversion to GJs based on 37.89 GJs / 10^3m³.

UNION GAS LIMITED
Northern & Eastern Operations Area
Calculation of Gas Commodity and Fuel
Northern Zone

Line No.	Description	EB-2011-0029 Effective April 1, 2011 (cents/m³) (a)	EB-2011-0029 Effective April 1, 2011 ($/GJ) (5) (b)	EB-2011-0135 Effective July 1, 2011 (cents/m³) (c)	EB-2011-0135 Effective July 1, 2011 ($/GJ) (5) (d)	Change Effective July 1, 2011 (cents/m³) (e) = (c)-(a)	Change Effective July 1, 2011 ($/GJ) (f)= (d)-(b)
	Rates 01A & 10						
1	Alberta Border Price	13.4013	3.550	14.2016	3.762	0.8003	0.212
2	Fuel ratios	2.100%	2.100%	2.224%	2.224%	0.124%	0.124%
3	Compressor Fuel Charge	0.2814	0.075	0.3159	0.084	0.0345	0.009
4	Administration Charge	0.3138	0.083	0.3138	0.083	-	-
5	Gas Commodity & Fuel Rate (line 1+3+4)	13.9965	3.708	14.8313	3.929	0.8348	0.221
	Prospective Recovery						
6	Inventory Revaluations	1.3151	0.348	0.6367	0.169	(0.6784) (1)	(0.180)
7	Spot Gas	(0.1012)	(0.027)	(0.1552)	(0.041)	(0.0540) (2)	(0.014)
8	Firm PGVA	(3.9381)	(1.043)	(2.5000)	(0.662)	1.4381 (3)	0.381
9	Fuel	0.0867	0.023	0.0553	0.015	(0.0314) (4)	(0.008)
10	Temporary Charge/(Credit)	-	-	-	-	-	-
11	Total Prospective Recovery (line 6+7+8+9+10)	(2.6375)	(0.699)	(1.9632)	(0.520)	0.6743	0.179
12	Total Commodity and Fuel Rate (line 5+11)	11.3590	3.009	12.8681	3.409	1.5091	0.400
	Rates 20 & 100 (6)						
13	Alberta Border Price	13.4510	3.550	14.2542	3.762	0.8032	0.212
14	Fuel ratios	2.100%	2.100%	2.224%	2.224%	0.124%	0.124%
15	Compressor Fuel Charge	0.2825	0.075	0.3170	0.084	0.0345	0.009
16	Administration Charge	0.3138	0.083	0.3138	0.083	-	-
17	Gas Commodity & Fuel Rate (line 13+15+16)	14.0473	3.708	14.8850	3.929	0.8377	0.221
	Prospective Recovery						
18	Inventory Revaluations	1.3151	0.348	0.6367	0.169	(0.6784) (1)	(0.180)
19	Spot Gas	(0.1012)	(0.027)	(0.1552)	(0.041)	(0.0540) (2)	(0.014)
20	Firm PGVA	(3.9381)	(1.043)	(2.5000)	(0.662)	1.4381 (3)	0.381
21	Fuel	0.0867	0.023	0.0553	0.015	(0.0314) (4)	(0.008)
22	Temporary Charge/(Credit)	-	-	-	-	-	-
23	Total Prospective Recovery (line 18+19+20+21+22)	(2.6375)	(0.699)	(1.9632)	(0.520)	0.6743	0.179
24	Total Commodity and Fuel Rate (line 17+23)	11.4098	3.009	12.9218	3.409	1.5120	0.400

Notes:

(1) EB-2011-0135, Tab 2, Schedule 6, Page 1 of 3, less the expiry of July 2010 Prospective Recovery charge of 0.5847 cents/m³.
(2) EB-2011-0135, Tab 2, Schedule 6, Page 1 of 3, less the expiry of July 2010 Prospective Recovery charge of 0.0359 cents/m³.
(3) EB-2011-0135, Tab 2, Schedule 6, Page 1 of 3, less the expiry of July 2010 Prospective Recovery credit of (1.4471) cents/m³.
(4) EB-2011-0135, Tab 2, Schedule 6, Page 1 of 3, less the expiry of July 2010 Prospective Recovery charge of 0.0600 cents/m³.
(5) Conversion to GJs based on 37.75 GJs / 10^3m^3.
(6) Conversion to GJs based on 37.89 GJs / 10^3m^3.

UNION GAS LIMITED
Northern & Eastern Operations Area
Calculation of Gas Commodity and Fuel
Eastern Zone

Line No.	Description	EB-2011-0029 Effective April 1, 2011 (cents/m³)	EB-2011-0029 Effective April 1, 2011 ($/GJ) (5)	EB-2011-0135 Effective July 1, 2011 (cents/m³)	EB-2011-0135 Effective July 1, 2011 ($/GJ) (5)	Change Effective July 1, 2011 (cents/m³)	Change Effective July 1, 2011 ($/GJ)
		(a)	(b)	(c)	(d)	(e) = (c)-(a)	(f)= (d)-(b)
	Rates 01A & 10						
1	Alberta Border Price	13.4013	3.550	14.2016	3.762	0.8003	0.212
2	Fuel ratios	2.721%	2.721%	2.908%	2.908%	0.187%	0.187%
3	Compressor Fuel Charge	0.3646	0.097	0.4130	0.109	0.0484	0.013
4	Administration Charge	0.3138	0.083	0.3138	0.083	-	-
5	Gas Commodity & Fuel Rate (line 1+3+4)	14.0797	3.730	14.9284	3.954	0.8487	0.225
	Prospective Recovery						
6	Inventory Revaluations	1.3151	0.348	0.6367	0.169	(0.6784) (1)	(0.180)
7	Spot Gas	(0.1012)	(0.027)	(0.1552)	(0.041)	(0.0540) (2)	(0.014)
8	Firm PGVA	(3.9381)	(1.043)	(2.5000)	(0.662)	1.4381 (3)	0.381
9	Fuel	0.0867	0.023	0.0553	0.015	(0.0314) (4)	(0.008)
10	Temporary Charge/(Credit)	-	-	-	-	-	-
11	Total Prospective Recovery (line 6+7+8+9+10)	(2.6375)	(0.699)	(1.9632)	(0.520)	0.6743	0.179
12	Total Commodity and Fuel Rate (line 5+11)	11.4422	3.031	12.9652	3.435	1.5230	0.404
	Rates 20 & 100 (6)						
13	Alberta Border Price	13.4510	3.550	14.2542	3.762	0.8032	0.212
14	Fuel ratios	2.721%	2.721%	2.908%	2.908%	0.187%	0.187%
15	Compressor Fuel Charge	0.3660	0.097	0.4146	0.109	0.0486	0.012
16	Administration Charge	0.3138	0.083	0.3138	0.083	-	-
17	Gas Commodity & Fuel Rate (line 13+15+16)	14.1308	3.730	14.9826	3.954	0.8518	0.224
	Prospective Recovery						
18	Inventory Revaluations	1.3151	0.348	0.6367	0.169	(0.6784) (1)	(0.180)
19	Spot Gas	(0.1012)	(0.027)	(0.1552)	(0.041)	(0.0540) (2)	(0.014)
20	Firm PGVA	(3.9381)	(1.043)	(2.5000)	(0.662)	1.4381 (3)	0.381
21	Fuel	0.0867	0.023	0.0553	0.015	(0.0314) (4)	(0.008)
22	Temporary Charge/(Credit)	-	-	-	-	-	-
23	Total Prospective Recovery (line 18+19+20+21+22)	(2.6375)	(0.699)	(1.9632)	(0.520)	0.6743	0.179
24	Total Commodity and Fuel Rate (line 17+23)	11.4933	3.031	13.0194	3.434	1.5261	0.403

Notes:

(1) EB-2011-0135, Tab 2, Schedule 6, Page 1 of 3, less the expiry of July 2010 Prospective Recovery charge of 0.5847 cents/m³.
(2) EB-2011-0135, Tab 2, Schedule 6, Page 1 of 3, less the expiry of July 2010 Prospective Recovery charge of 0.0359 cents/m³.
(3) EB-2011-0135, Tab 2, Schedule 6, Page 1 of 3, less the expiry of July 2010 Prospective Recovery credit of (1.4471) cents/m³.
(4) EB-2011-0135, Tab 2, Schedule 6, Page 1 of 3, less the expiry of July 2010 Prospective Recovery charge of 0.0600 cents/m³.
(5) Conversion to GJs based on 37.75 GJs / 10^3m³.
(6) Conversion to GJs based on 37.89 GJs / 10^3m³.

UNION GAS LIMITED
Summary of Amounts for Prospective Recovery and
Unit Changes to Prospective Rate Riders

Line No.			NPGVA (a)	North Tolls (b)	North Fuel (c)	SPGVA (d)	Inventory Revaluation (e)	Load Balancing (f)	Spot Gas Purchases (g)	Total (h)
	Deferral Account Balance Continuity ($000's)									
1	Cumulative to July 1, 2011	(1)	(204,009)	(242)	2,106	(574,042)	59,444	(11,644)	(6,973)	(735,360)
2	Forecast Balance: Next 12 months	(2)	-	9,317	(194)	-	(4,438)	-	-	4,685
3	Total Balance - Current QRAM	(3)	(204,009)	9,075	1,912	(574,042)	55,006	(11,644)	(6,973)	(730,675)
4	Total Balance - Previous QRAM	(4)	(202,035)	6,169	1,631	(558,743)	56,913	(11,646)	(6,874)	(714,585)
5	Deferral Account Balance Variance	(5)	(1,974)	2,906	281	(15,299)	(1,907)	2	(99)	(16,090)
6	Prospective Recovery Variance	(6)	1,900	23	(45)	3,779	(1,416)	(0)	(51)	4,189
7	Net Amount for Prospective Recovery	(7)	(74)	2,929	236	(11,520)	(3,323)	2	(150)	(11,901)
	Prospective Rate Rider Changes									
8	Forecast Billing Units (10^3m^3)	(8)	824,123	1,332,071	824,123	2,724,369	3,548,492	Class	824,123	
9	Unit Rate Change (cents/m^3)	(9)	(0.0090)	0.2199	0.0286	(0.4229)	(0.0937)	Specific	(0.0181)	

Notes:
(1) Balance in each deferral account at July 1, 2011. Balances at Tab 2, Schedule 3, Line 9 - Line 1.
(2) Next 12 months forecast for each deferral account. Balances at Tab 1, Schedule 3, Page 1, line 27.
(3) Projected balance in each deferral account for the current QRAM period. Line 3 = Line 1 + Line 2.
(4) Balances approved for prospective recovery in the previous QRAM, ie. EB-2011-0029.
(5) The deferral amount for recovery/(refund) which has not been included in previously approved prospective rate riders. Line 5 = Line 3 - Line 4.
(6) Variance between forecast and actual volumes (last months of actual volumes) multiplied by the previously approved riders.
Balances at Tab 2, Schedule 2, Page 2, Line 11.
(7) Line 7 = Line 5 + Line 6.
(8) Billing units reflect the approved allocation basis for each deferral account.
(9) Line 9 = Line 7 / Line 8.

UNION GAS LIMITED
Summary of Amounts for Prospective Recovery
for the 12-month period ending June 30, 2012

Line No.	Particulars		North PGVA (179-105) ($000's)	North Tolls (179-100) ($000's)	North Fuel (179-100) ($000's)	South PGVA (179-106) ($000's)	Inventory Revaluation (179-109) ($000's)	Load Balancing (179-107) ($000's)	Spot Gas Variance Acct (179-107) ($000's)	Total ($000's)
			(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)
	Deferral Amounts for Recovery									
	Change in 12-month deferral account projection:									
1	*12-month projection from current QRAM application*	(1)	-	9,317	(194)	-	(4,438)	-	-	4,685
2	*Less: 12-month projection from previous QRAM application*	(2)	-	9,322	(205)	-	(4,696)	-	-	4,421
3	*Change (Line 1 - Line 2)*		-	(5)	11	-	258	-	-	264
	Previous Quarter: True-up of Deferral Balances									
	Variance between projected and actual deferral balances for month(s) with actual data since previous QRAM application:									
4	*Actual deferral amount*	(3)	(3,265)	4,529	251	(13,857)	(2,193)	(24)	(1,147)	(15,706)
5	*Current projected deferral amount*	(4)	(655)	2,357	(67)	(8,408)	34	2	(5)	(6,742)
6	*Less: Previous projection included in recovery*	(5)	(1,946)	3,975	(86)	(6,966)	6	(24)	(1,053)	(6,094)
7	*Variance (Line 4 + Line 5 - Line 6)*		(1,974)	2,911	270	(15,299)	(2,165)	2	(99)	(16,354)
8	Total Deferral Amounts for Recovery (Line 3 + Line 7)		(1,974)	2,906	281	(15,299)	(1,907)	2	(99)	(16,090)
	Previous Quarter: True-up of Prospective Recovery Amounts									
	Variance between projected and actual prospective recovery for month(s) with actual data since previous QRAM application:									
9	*Forecast prospective recovery amount*	(6)	(13,720)	1,489	334	(26,540)	16,671	5	230	(21,531)
10	*Less: Actual prospective recovery amount*	(7)	(15,620)	1,466	379	(30,318)	18,087	6	281	(25,719)
11	*Variance (Line 9 - Line 10)*		1,900	23	(45)	3,779	(1,416)	(0)	(51)	4,189
12	Total Amount for Prospective Recovery (Line 8 + Line 11)		(74)	2,929	236	(11,520)	(3,323)	2	(150)	(11,901)

Notes:
(1) Tab 1, Schedule 3, Page 1, Line 27.
(2) EB-2011-0029, Tab 1, Schedule 3, Page 1, Line 27.
(3) Tab 1, Schedule 3, Page 1, Lines 8+9+10 except Inventory Reval. Which is from Tab 1, Schedule 3, Page 1, Lines 9+10+11.
(4) Tab 1, Schedule 3, Page 1, Lines 11+12+13 except Inventory Reval. Which is from Tab 1, Schedule 3, Page 1, Lines 12+13.
(5) EB-2011-0029, Tab 2, Schedule 2, Page 2, Line 5.
(6) Tab 2, Schedule 3, Line 10.
(7) Tab 2, Schedule 3, Line 11.

Union Gas Limited
Derivation of Amounts and Unit Rates for Prospective Recovery

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UNION GAS LIMITED

North Purchased Gas Variance Account (Deferral Account 179-105)

Derivation of Amounts and Unit Rates for Prospective Recovery

Line No.	Particulars	Units	Year 2010 Jul Q3 (a)	Year 2010 Oct Q4 (1) (b)	Year 2011 Jan Q1 (2) (c)	Year 2011 Apr Q2 (3) (d)	Year 2011 Jul Q3 (4) (e)
	Deferral Amounts for Recovery						
	Change in 12-month deferral account projection:						
1	12-month projection from current QRAM application	($000's)	-	-	-	-	-
2	Less: 12-month projection from previous QRAM application	($000's)	-	-	-	-	-
3	Change (Line 1 - Line 2)	($000's)	-	-	-	-	-
	Previous Quarter: True-up of deferral balances						
4	Actual deferral balances	($000's)	1,032	(15,729)	(13,243)	(6,532)	(3,265)
5	Current projected deferral amounts	($000's)	(15,990)	(8,456)	(5,542)	(1,946)	(655)
6	Less: Previous projection included in recovery	($000's)	(278)	(15,990)	(8,456)	(5,542)	(1,946)
7	Variance (Line 4 + Line 5 - Line 6)	($000's)	(14,680)	(8,195)	(10,329)	(2,936)	(1,974)
8	Total Deferral Amounts for Recovery (Line 3 + Line 7)	($000's)	(14,680)	(8,195)	(10,329)	(2,936)	(1,974)
9	Cumulative Deferral Amounts for Recovery	($000's)	(180,575)	(188,770)	(199,099)	(202,035)	(204,009)
	Previous Quarter: True-up of Prospective Recovery Amounts						
	Variance between projected and actual prospective recovery for month(s) with actual data since previous QRAM application:						
10	Forecast prospective recovery amount	($000's)	(30,670)	(7,074)	(2,568)	(8,709)	(13,720)
11	Less: Actual prospective recovery amount	($000's)	(33,914)	(7,372)	(2,782)	(9,970)	(15,620)
12	Variance (Line 10 - Line 11)	($000's)	3,244	298	214	1,262	1,900
13	Total Amount for Prospective Recovery (Line 8 + Line 12)	($000's)	(11,436)	(7,897)	(10,115)	(1,674)	(74)
14	Forecast - 12 month sales service volume	(10^3m^3)	790,322	790,349	790,419	789,803	824,123
15	Unit Rate	(cents/m^3)	(1.4471)	(0.9992)	(1.2798)	(0.2120)	(0.0090)
	Summary of Unit Rates						
16	Unit Rate Q1	(cents/m^3)	(1.3959)	(1.3959)	(1.2798)	(1.2798)	(1.2798)
17	Unit Rate Q2	(cents/m^3)	(0.0786)	(0.0786)	(0.0786)	(0.2120)	(0.2120)
18	Unit Rate Q3 Expiring rider replaced by new rider	(cents/m^3)	(1.4471)	(1.4471)	(1.4471)	(1.4471)	(0.0090)
19	Unit Rate Q4	(cents/m^3)	(2.1478)	(0.9992)	(0.9992)	(0.9992)	(0.9992)
20	**Total Unit Rate - Prospective Recovery**	(cents/m^3)	**(5.0694)**	**(3.9208)**	**(3.8047)**	**(3.9381)**	**(2.5000)**

Notes:
(1) EB-2010-0265, Tab 2, Schedule 2, Column (a).
(2) EB-2010-0359, Tab 2, Schedule 2, Column (a).
(3) EB-2011-0029, Tab 2, Schedule 2, Column (a).
(4) EB-2011-0135, Tab 2, Schedule 2, Column (a).

UNION GAS LIMITED

North Tolls - Northern and Eastern Operations Area (Deferral Account 179-100)

Derivation of Amounts and Unit Rates for Prospective Recovery

Line No.	Particulars	Units	Year 2010 Jul Q3	Year 2010 Oct Q4 (1)	Year 2011 Jan Q1 (2)	Year 2011 Apr Q2 (3)	Year 2011 Jul Q3 (4)
			(a)	(b)	(c)	(d)	(e)
	Deferral Amounts for Recovery						
	Change in 12-month deferral account projection:						
1	12-month projection from current QRAM application	($000's)	4,348	4,109	4,110	9,322	9,317
2	Less: 12-month projection from previous QRAM application	($000's)	4,090	4,348	4,109	4,110	9,322
3	Change (Line 1 - Line 2)	($000's)	258	(239)	1	5,212	(5)
	Previous Quarter: True-up of deferral balances						
4	Actual deferral balances	($000's)	(768)	(127)	4,450	1,516	4,529
5	Current projected deferral amounts	($000's)	1,087	1,030	983	3,975	2,357
6	Less: Previous projection included in recovery	($000's)	1,026	1,087	1,030	983	3,975
7	Variance (Line 4 + Line 5 - Line 6)	($000's)	(707)	(184)	4,403	4,508	2,911
8	Total Deferral Amounts for Recovery (Line 3 + Line 7)	($000's)	(449)	(423)	4,404	9,720	2,906
9	Cumulative Deferral Amounts for Recovery	($000's)	(197)	(620)	3,784	13,504	16,410
	Previous Quarter: True-up of Prospective Recovery Amounts						
	Variance between projected and actual prospective recovery for month(s) with actual data since previous QRAM application:						
10	Forecast prospective recovery amount	($000's)	(2,990)	204	56	317	1,489
11	Less: Actual prospective recovery amount	($000's)	(2,631)	165	59	305	1,466
12	Variance (Line 10 - Line 11)	($000's)	(358)	39	(3)	13	23
13	Total Amount for Prospective Recovery (Line 8 + Line 12)	($000's)	(807)	(384)	4,401	9,733	2,929
14	Forecast - 12 month volume	($10^3 m^3$)	1,401,468	1,399,784	1,397,755	1,397,568	1,332,071
15	Unit Rate	(cents/m^3)	(0.0576)	(0.0274)	0.3148	0.6964	0.2199
	Summary of Unit Rates						
16	Unit Rate Q1	(cents/m^3)	0.1502	0.1502	0.3148	0.3148	0.3148
17	Unit Rate Q2	(cents/m^3)	0.0100	0.0100	0.0100	0.6964	0.6964
18	Unit Rate Q3 Expiring rider replaced by new rider	(cents/m^3)	(0.0576)	(0.0576)	(0.0576)	(0.0576)	0.2199
19	Unit Rate Q4	(cents/m^3)	(0.0493)	(0.0274)	(0.0274)	(0.0274)	(0.0274)
20	**Total Unit Rate - Prospective Recovery**	(cents/m^3)	**0.0533**	**0.0752**	**0.2398**	**0.9262**	**1.2037**

Notes:
(1) EB-2010-0265, Tab 2, Schedule 2, Column (b).
(2) EB-2010-0359, Tab 2, Schedule 2, Column (b).
(3) EB-2011-0029, Tab 2, Schedule 2, Column (b).
(4) EB-2011-0135, Tab 2, Schedule 2, Column (b).

UNION GAS LIMITED

North Fuel - Northern and Eastern Operations Area (Deferral Account 179-100)

Derivation of Amounts and Unit Rates for Prospective Recovery

Line No.	Particulars	Units	Year 2010 Jul Q3 (a)	Year 2010 Oct Q4 (1) (b)	Year 2011 Jan Q1 (2) (c)	Year 2011 Apr Q2 (3) (d)	Year 2011 Jul Q3 (4) (e)
	Deferral Amounts for Recovery						
	Change in 12-month deferral account projection:						
1	12-month projection from current QRAM application	($000's)	(85)	(183)	(208)	(205)	(194)
2	Less: 12-month projection from previous QRAM application	($000's)	(22)	(85)	(183)	(208)	(205)
3	Change (Line 1 - Line 2)	($000's)	(63)	(98)	(25)	3	11
	Previous Quarter: True-up of deferral balances						
4	Actual deferral balances	($000's)	731	(61)	42	(66)	251
5	Current projected deferral amounts	($000's)	(407)	(269)	(158)	(86)	(67)
6	Less: Previous projection included in recovery	($000's)	(19)	(407)	(269)	(158)	(86)
7	Variance (Line 4 + Line 5 - Line 6)	($000's)	343	77	153	6	270
8	Total Deferral Amounts for Recovery (Line 3 + Line 7)	($000's)	280	(21)	128	9	281
9	Cumulative Deferral Amounts for Recovery	($000's)	1,515	1,494	1,622	1,631	1,912
	Previous Quarter: True-up of Prospective Recovery Amounts						
	Variance between projected and actual prospective recovery for month(s) with actual data since previous QRAM application:						
10	Forecast prospective recovery amount	($000's)	(1,930)	(596)	(133)	37	334
11	Less: Actual prospective recovery amount	($000's)	(2,124)	(621)	(178)	11	379
12	Variance (Line 10 - Line 11)	($000's)	194	25	45	27	(45)
13	Total Amount for Prospective Recovery (Line 8 + Line 12)	($000's)	474	4	173	36	236
14	Forecast - 12 month sales service volume	(10^3m^3)	790,322	790,349	790,419	789,803	824,123
15	Unit Rate	(cents/m^3)	0.0600	0.0004	0.0218	0.0045	0.0286
	Summary of Unit Rates						
16	Unit Rate Q1	(cents/m^3)	(0.0667)	(0.0667)	0.0218	0.0218	0.0218
17	Unit Rate Q2	(cents/m^3)	0.0116	0.0116	0.0116	0.0045	0.0045
18	Unit Rate Q3 Expiring rider replaced by new rider	(cents/m^3)	0.0600	0.0600	0.0600	0.0600	0.0286
19	Unit Rate Q4	(cents/m^3)	(0.3198)	0.0004	0.0004	0.0004	0.0004
20	**Total Unit Rate - Prospective Recovery**	(cents/m^3)	**(0.3149)**	**0.0053**	**0.0938**	**0.0867**	**0.0553**

Notes:
(1) EB-2010-0265, Tab 2, Schedule 2, Column (c).
(2) EB-2010-0359, Tab 2, Schedule 2, Column (c).
(3) EB-2011-0029, Tab 2, Schedule 2, Column (c).
(4) EB-2011-0135, Tab 2, Schedule 2, Column (c).

UNION GAS LIMITED

South Purchased Gas Variance Account (Deferral Account 179-106)

Derivation of Amounts and Unit Rates for Prospective Recovery

Line No.	Particulars	Units	Year 2010 Jul Q3	Year 2010 Oct Q4 (1)	Year 2011 Jan Q1 (2)	Year 2011 Apr Q2 (3)	Year 2011 Jul Q3 (4)
			(a)	(b)	(c)	(d)	(e)
	Deferral Amounts for Recovery						
	Change in 12-month deferral account projection:						
1	12-month projection from current QRAM application	($000's)	-	-	-	-	-
2	Less: 12-month projection from previous QRAM application	($000's)	-	-	-	-	-
3	Change (Line 1 - Line 2)	($000's)	-	-	-	-	-
	Previous Quarter: True-up of deferral balances						
4	Actual deferral balances	($000's)	(3,344)	(38,585)	(996)	(21,478)	(13,857)
5	Current projected deferral amounts	($000's)	(29,962)	(10,679)	(21,614)	(6,966)	(8,408)
6	Less: Previous projection included in recovery	($000's)	(1,979)	(29,962)	(10,679)	(21,614)	(6,966)
7	Variance (Line 4 + Line 5 - Line 6)	($000's)	(31,327)	(19,302)	(11,931)	(6,830)	(15,299)
8	Total Deferral Amounts for Recovery (Line 3 + Line 7)	($000's)	(31,327)	(19,302)	(11,931)	(6,830)	(15,299)
9	Cumulative Deferral Amounts for Recovery	($000's)	(520,680)	(539,982)	(551,913)	(558,743)	(574,042)
	Previous Quarter: True-up of Prospective Recovery Amounts						
	Variance between projected and actual prospective recovery for month(s) with actual data since previous QRAM application:						
10	Forecast prospective recovery amount	($000's)	(90,433)	(21,235)	(7,041)	(21,221)	(26,540)
11	Less: Actual prospective recovery amount	($000's)	(103,415)	(19,138)	(8,049)	(24,528)	(30,318)
12	Variance (Line 10 - Line 11)	($000's)	12,982	(2,097)	1,008	3,307	3,779
13	Total Amount for Prospective Recovery (Line 8 + Line 12)	($000's)	(18,345)	(21,399)	(10,923)	(3,523)	(11,520)
14	Forecast - 12 month sales service volume	(10^3m^3)	2,608,573	2,613,809	2,613,265	2,613,129	2,724,369
15	Unit Rate	(cents/m^3)	(0.7033)	(0.8187)	(0.4180)	(0.1348)	(0.4229)
	Summary of Unit Rates						
16	Unit Rate Q1	(cents/m^3)	(1.0679)	(1.0679)	(0.4180)	(0.4180)	(0.4180)
17	Unit Rate Q2	(cents/m^3)	(0.2937)	(0.2937)	(0.2937)	(0.1348)	(0.1348)
18	Unit Rate Q3 Expiring rider replaced by new rider	(cents/m^3)	(0.7033)	(0.7033)	(0.7033)	(0.7033)	(0.4229)
19	Unit Rate Q4	(cents/m^3)	(2.2063)	(0.8187)	(0.8187)	(0.8187)	(0.8187)
20	**Total Unit Rate - Prospective Recovery**	(cents/m^3)	**(4.2712)**	**(2.8836)**	**(2.2337)**	**(2.0748)**	**(1.7944)**

Notes:
(1) EB-2010-0265, Tab 2, Schedule 2, Column (d).
(2) EB-2010-0359, Tab 2, Schedule 2, Column (d).
(3) EB-2011-0029, Tab 2, Schedule 2, Column (d).
(4) EB-2011-0135, Tab 2, Schedule 2, Column (d).

UNION GAS LIMITED

Inventory Revaluation (Deferral Account 179-109)

Derivation of Amounts and Unit Rates for Prospective Recovery

Line No	Particulars	Units	Year 2010 Jul Q3 (a)	Year 2010 Oct Q4 (1) (b)	Year 2011 Jan Q1 (2) (c)	Year 2011 Apr Q2 (3) (d)	Year 2011 Jul Q3 (4) (e)
	Deferral Amounts for Recovery						
	Change in 12-month deferral account projection:						
1	12-month projection from current QRAM application	($000's)	22,096	17,204	10,135	(4,696)	(4,438)
2	Less: 12-month projection from previous QRAM application	($000's)	(1,932)	22,096	17,204	10,135	(4,696)
3	Change (Line 1 - Line 2)	($000's)	24,028	(4,892)	(7,069)	(14,831)	258
	Previous Quarter: True-up of deferral balances						
4	Actual deferral balances	($000's)	(3,467)	23,755	18,872	8,945	(2,193)
5	Current projected deferral amounts	($000's)	(29)	(12)	25	6	34
6	Less: Previous projection included in recovery	($000's)	(23)	(29)	(12)	25	6
7	Variance (Line 4 + Line 5 - Line 6)	($000's)	(3,473)	23,772	18,909	8,926	(2,165)
8	Total Deferral Amounts for Recovery (Line 3 + Line 7)	($000's)	20,555	18,880	11,840	(5,905)	(1,907)
9	Cumulative Deferral Amounts for Recovery	($000's)	32,098	50,978	62,818	56,913	55,006
	Previous Quarter: True-up of Prospective Recovery Amounts						
	Variance between projected and actual prospective recovery for month(s) with actual data since previous QRAM application:						
10	Forecast prospective recovery amount	($000's)	3,088	279	2,170	12,978	16,671
11	Less: Actual prospective recovery amount	($000's)	3,769	190	1,254	13,932	18,087
12	Variance (Line 10 - Line 11)	($000's)	(681)	89	916	(954)	(1,416)
13	Total Amount for Prospective Recovery (Line 8 + Line 12)	($000's)	19,874	18,969	12,756	(6,859)	(3,323)
14	Forecast - 12 month sales service volume	(10^3m^3)	3,398,895	3,404,158	3,403,685	3,402,932	3,548,492
15	Unit Rate	(cents/m^3)	0.5847	0.5572	0.3748	(0.2016)	(0.0937)
	Summary of Unit Rates						
16	Unit Rate Q1	(cents/m^3)	(0.4120)	(0.4120)	0.3748	0.3748	0.3748
17	Unit Rate Q2	(cents/m^3)	(0.2037)	(0.2037)	(0.2037)	(0.2016)	(0.2016)
18	Unit Rate Q3 Expiring rider replaced by new rider	(cents/m^3)	0.5847	0.5847	0.5847	0.5847	(0.0937)
19	Unit Rate Q4	(cents/m^3)	0.1649	0.5572	0.5572	0.5572	0.5572
20	**Total Unit Rate - Prospective Recovery**	(cents/m^3)	**0.1339**	**0.5262**	**1.3130**	**1.3151**	**0.6367**

Notes:
(1) EB-2010-0265, Tab 2, Schedule 2, Column (e).
(2) EB-2010-0359, Tab 2, Schedule 2, Column (e).
(3) EB-2011-0029, Tab 2, Schedule 2, Column (e).
(4) EB-2011-0135, Tab 2, Schedule 2, Column (e).

UNION GAS LIMITED

R01 - Load Balancing (Deferral Account 179-107)

Derivation of Amounts and Unit Rates for Prospective Recovery

Line No.	Particulars	Units	Year 2010 Jul Q3 (a)	Year 2010 Oct Q4 (1) (b)	Year 2011 Jan Q1 (2) (c)	Year 2011 Apr Q2 (3) (d)	Year 2011 Jul Q3 (4) (e)
	Deferral Amounts for Recovery						
	Change in 12-month deferral account projection:						
1	12-month projection from current QRAM application	($000's)	-	-	-	-	-
2	Less: 12-month projection from previous QRAM application	($000's)	-	-	-	-	-
3	Change (Line 1 - Line 2)	($000's)	-	-	-	-	-
	Previous Quarter: True-up of deferral balances						
4	Actual deferral balances	($000's)	0	0	1	1	(16)
5	Current projected deferral amounts	($000's)	0	1	1	(16)	0
6	Less: Previous projection included in recovery	($000's)	0	0	1	1	(16)
7	Variance (Line 4 + Line 5 - Line 6)	($000's)	0	1	1	(16)	0
8	Total Deferral Amounts for Recovery (Line 3 + Line 7)	($000's)	0	1	1	(16)	0
	Previous Quarter: True-up of Prospective Recovery Amounts						
	Variance between projected and actual prospective recovery for month(s) with actual data since previous QRAM application:						
9	Forecast prospective recovery amount	($000's)	(5)	(0)	0	0	1
10	Less: Actual prospective recovery amount	($000's)	(4)	(0)	0	1	1
11	Variance (Line 9 - Line 10)	($000's)	(0)	(0)	0	(0)	(0)
12	Total Amount for Prospective Recovery (Line 8 + Line 11)	($000's)	0	1	1	(16)	0
13	Forecast - 12 month volume	($10^3 m^3$)	913,660	912,654	911,439	911,431	898,293
14	Unit Rate	(cents/m^3)	0.0000	0.0001	0.0001	(0.0017)	0.0000
	Summary of Unit Rates						
15	Unit Rate Q1	(cents/m^3)	0.0000	0.0000	0.0001	0.0001	0.0001
16	Unit Rate Q2	(cents/m^3)	0.0000	0.0000	0.0000	(0.0017)	(0.0017)
17	Unit Rate Q3 Expiring rider replaced by new rider	(cents/m^3)	0.0000	0.0000	0.0000	0.0000	0.0000
18	Unit Rate Q4	(cents/m^3)	0.0000	0.0001	0.0001	0.0001	0.0001
19	**Total Unit Rate - Prospective Recovery**	(cents/m^3)	**0.0001**	**0.0002**	**0.0002**	**(0.0016)**	**(0.0016)**

Notes:
(1) EB-2010-0265, Working Papers, Schedule 2.
(2) EB-2010-0359, Working Papers, Schedule 2.
(3) EB-2011-0029, Working Papers, Schedule 2.
(4) EB-2011-0135, Working Papers, Schedule 2.

UNION GAS LIMITED

R10 - Load Balancing (Deferral Account 179-107)

Derivation of Amounts and Unit Rates for Prospective Recovery

Line No.	Particulars	Units	Year 2010 Jul Q3 (a)	Year 2010 Oct Q4 (1) (b)	Year 2011 Jan Q1 (2) (c)	Year 2011 Apr Q2 (3) (d)	Year 2011 Jul Q3 (4) (e)
	Deferral Amounts for Recovery						
	Change in 12-month deferral account projection:						
1	12-month projection from current QRAM application	($000's)	-	-	-	-	-
2	Less: 12-month projection from previous QRAM application	($000's)	-	-	-	-	-
3	Change (Line 1 - Line 2)	($000's)	-	-	-	-	-
	Previous Quarter: True-up of deferral balances						
4	Actual deferral balances	($000's)	0	0	0	0	(14)
5	Current projected deferral amounts	($000's)	0	0	0	(14)	0
6	Less: Previous projection included in recovery	($000's)	0	0	0	0	(14)
7	Variance (Line 4 + Line 5 - Line 6)	($000's)	0	0	0	(14)	0
8	Total Deferral Amounts for Recovery (Line 3 + Line 7)	($000's)	0	0	0	(14)	0
	Previous Quarter: True-up of Prospective Recovery Amounts						
	Variance between projected and actual prospective recovery for month(s) with actual data since previous QRAM application:						
9	Forecast prospective recovery amount	($000's)	(2)	0	0	(0)	(0)
10	Less: Actual prospective recovery amount	($000's)	(2)	0	0	0	0
11	Variance (Line 9 - Line 10)	($000's)	(1)	0	0	(0)	(0)
12	Total Amount for Prospective Recovery (Line 8 + Line 11)	($000's)	(0)	0	0	(14)	(0)
13	Forecast - 12 month volume	(10^3m^3)	348,544	347,866	347,051	346,872	325,667
14	Unit Rate	(cents/m^3)	(0.0001)	0.0001	0.0001	(0.0040)	(0.0001)
	Summary of Unit Rates						
15	Unit Rate Q1	(cents/m^3)	0.0001	0.0001	0.0001	0.0001	0.0001
16	Unit Rate Q2	(cents/m^3)	(0.0000)	(0.0000)	(0.0000)	(0.0040)	(0.0040)
17	Unit Rate Q3 Expiring rider replaced by new rider	(cents/m^3)	(0.0001)	(0.0001)	(0.0001)	(0.0001)	(0.0001)
18	Unit Rate Q4	(cents/m^3)	0.0001	0.0001	0.0001	0.0001	0.0001
19	**Total Unit Rate - Prospective Recovery**	(cents/m^3)	**(0.0000)**	**0.0000**	**0.0000**	**(0.0040)**	**(0.0039)**

Notes:
(1) EB-2010-0265, Working Papers, Schedule 2.
(2) EB-2010-0359, Working Papers, Schedule 2.
(3) EB-2011-0029, Working Papers, Schedule 2.
(4) EB-2011-0135, Working Papers, Schedule 2.

UNION GAS LIMITED

R20, M1, M2, M4, M5A, M7, M9 - Load Balancing (Deferral Account 179-107)

Derivation of Amounts and Unit Rates for Prospective Recovery

Line No.	Particulars	Units	Year 2010 Jul Q3 (a)	Year 2010 Oct Q4 (1) (b)	Year 2011 Jan Q1 (2) (c)	Year 2011 Apr Q2 (3) (d)	Year 2011 Jul Q3 (4) (e)
	Deferral Amounts for Recovery						
	Change in 12-month deferral account projection:						
1	12-month projection from current QRAM application	($000's)	-	-	-	-	-
2	Less: 12-month projection from previous QRAM application	($000's)	-	-	-	-	-
3	Change (Line 1 - Line 2)	($000's)	-	-	-	-	-
	Previous Quarter: True-up of deferral balances						
4	Actual deferral balances	($000's)	2	2	3	4	5
5	Current projected deferral amounts	($000's)	2	3	4	5	2
6	Less: Previous projection included in recovery	($000's)	2	2	3	4	5
7	Variance (Line 4 + Line 5 - Line 6)	($000's)	2	3	4	6	2
8	Total Deferral Amounts for Recovery (Line 3 + Line 7)	($000's)	2	3	4	6	2
	Previous Quarter: True-up of Prospective Recovery Amounts						
	Variance between projected and actual prospective recovery for month(s) with actual data since previous QRAM application:						
9	Forecast prospective recovery amount	($000's)	(10)	(0)	1	3	5
10	Less: Actual prospective recovery amount	($000's)	(11)	(0)	1	3	5
11	Variance (Line 9 - Line 10)	($000's)	1	(0)	0	(1)	0
12	Total Amount for Prospective Recovery (Line 8 + Line 11)	($000's)	3	3	4	5	2
13	Forecast - 12 month volume	(10^3m^3)	4,957,278	4,918,213	4,897,679	4,893,546	4,986,706
14	Unit Rate	(cents/m^3)	0.0001	0.0001	0.0001	0.0001	0.0000
	Summary of Unit Rates						
15	Unit Rate Q1	(cents/m^3)	0.0000	0.0000	0.0001	0.0001	0.0001
16	Unit Rate Q2	(cents/m^3)	0.0000	0.0000	0.0000	0.0001	0.0001
17	Unit Rate Q3 Expiring rider replaced by new rider	(cents/m^3)	0.0001	0.0001	0.0001	0.0001	0.0000
18	Unit Rate Q4	(cents/m^3)	(0.0000)	0.0001	0.0001	0.0001	0.0001
19	**Total Unit Rate - Prospective Recovery**	(cents/m^3)	**0.0001**	**0.0002**	**0.0002**	**0.0003**	**0.0003**

Notes:
(1) EB-2010-0265, Working Papers, Schedule 2.
(2) EB-2010-0359, Working Papers, Schedule 2.
(3) EB-2011-0029, Working Papers, Schedule 2.
(4) EB-2011-0135, Working Papers, Schedule 2.

UNION GAS LIMITED

Spot Gas Purchases (Deferral Account 179-107)

Derivation of Amounts and Unit Rates for Prospective Recovery

Line No.	Particulars	Units	Year 2010 Jul Q3	Year 2010 Oct Q4 (1)	Year 2011 Jan Q1 (2)	Year 2011 Apr Q2 (3)	Year 2011 Jul Q3 (4)
			(a)	(b)	(c)	(d)	(e)
	Deferral Amounts for Recovery						
	Change in 12-month deferral account projection:						
1	12-month projection from current QRAM application	($000's)	-	-	-	-	-
2	Less: 12-month projection from previous QRAM application	($000's)	-	-	-	-	-
3	Change (Line 1 - Line 2)	($000's)	-	-	-	-	-
	Previous Quarter: True-up of deferral balances						
4	Actual deferral balances	($000's)	(3)	(1)	(2)	(2)	(1,147)
5	Current projected deferral amounts	($000's)	1	-	-	(1,053)	(5)
6	Less: Previous projection included in recovery	($000's)	(2)	1	-	-	(1,053)
7	Variance (Line 4 + Line 5 - Line 6)	($000's)	-	(2)	(2)	(1,055)	(99)
8	Total Deferral Amounts for Recovery (Line 3 + Line 7)	($000's)	-	(2)	(2)	(1,055)	(99)
9	Cumulative Deferral Amounts for Recovery	($000's)	(5,815)	(5,817)	(5,819)	(6,874)	(6,973)
	Previous Quarter: True-up of Prospective Recovery Amounts						
	Variance between projected and actual prospective recovery for month(s) with actual data since previous QRAM application:						
10	Forecast prospective recovery amount	($000's)	(2,709)	62	48	183	230
11	Less: Actual prospective recovery amount	($000's)	(2,992)	57	48	211	281
12	Variance (Line 10 - Line 11)	($000's)	283	5	(0)	(28)	(51)
13	Total Amount for Prospective Recovery (Line 8 + Line 12)	($000's)	283	3	(2)	(1,083)	(150)
14	Forecast - 12 month sales service volume	($10^3 m^3$)	790,322	790,349	790,419	789,803	824,123
15	Unit Rate	(cents/m^3)	0.0359	0.0003	(0.0003)	(0.1371)	(0.0181)
	Summary of Unit Rates						
16	Unit Rate Q1	(cents/m^3)	0.0146	0.0146	(0.0003)	(0.0003)	(0.0003)
17	Unit Rate Q2	(cents/m^3)	0.0324	0.0324	0.0324	(0.1371)	(0.1371)
18	Unit Rate Q3 Expiring rider replaced by new rider	(cents/m^3)	0.0359	0.0359	0.0359	0.0359	(0.0181)
19	Unit Rate Q4	(cents/m^3)	0.0089	0.0003	0.0003	0.0003	0.0003
20	**Total Unit Rate - Prospective Recovery**	(cents/m^3)	**0.0918**	**0.0832**	**0.0683**	**(0.1012)**	**(0.1552)**

Notes:
(1) EB-2010-0265, Tab 2, Schedule 2, Column (g).
(2) EB-2010-0359, Tab 2, Schedule 2, Column (g).
(3) EB-2011-0029, Tab 2, Schedule 2, Column (g).
(4) EB-2011-0135, Tab 2, Schedule 2, Column (g).

UNION GAS LIMITED
Derivation of Unit Rate Changes related to Gas Costs in Distribution Rates
effective July 1, 2011

Line No.	Derivation of Amounts for Recovery			
	Change in Gas Cost:			
1	Ontario Landed Reference Price as per EB-2011-0135	($/10³m³)	230.804	
2	Ontario Landed Reference Price as per EB-2011-0029	($/10³m³)	222.348	
3	Change in Gas Cost (line 1 - line 2)	($/10³m³)	8.456	
4	Fuel and UFG volume: 2007 approved	(10³m³)	91,291	
5	Amount for Recovery - Fuel & UFG (line 3 x line 4)	($000's)	773	
6	Average Gas in Inventory: 2007 approved	(10³m³)	539,876	
7	Change in Gas Costs related to Inventory (line 3 x line 6)	($000's)	4,565	
8	Composite Rate of Return		5.52%	(1)
9	Amount for Recovery - Gas in Storage (line 7 x line 8)	($000's)	252	
10	Total Gas Cost Change to Distribution Rates (line 5 + line 9)	($000's)	1,025	

Derivation of Unit Rate Changes by Rate Class

		Fuel & Unaccounted for Gas			Gas in Storage Carrying Costs						
	Rate Class	Cost Allocation (2) ($000's)	Allocation Factor (%)	Amount for Recovery ($000's)	Cost Allocation (3) ($000's)	Allocation Factor (%)	Amount for Recovery ($000's)	Total Gas Cost Change to Distribution Rates ($000's)		2011 Annual Distribution Volume (4) (10³m³)	Unit Rate Change (5) (cents/m³)
		(a)	(b)	(c)	(d)	(e)	(f)	(g) = (c+f)		(h)	(i) = (g/h)
11	M1	8,829	35.08%	271	58,368	54.74%	138	409		2,713,735	0.0151
12	M2	5,467	21.73%	168	14,786	13.87%	35	203		1,046,876	0.0194
13	M4	1,647	6.55%	51	3,398	3.19%	8	59		469,997	0.0125
14	M5 F/I	1,376	5.47%	42	2,759	2.59%	7	49		377,398	0.0129
15	M7 F/I	973	3.87%	30	2,168	2.03%	5	35		280,696	0.0125
16	M9	94	0.37%	3	471	0.44%	1	4		24,506	0.0163
17	M10	-	0.00%	-	6	0.01%	0	0		202	0.0070
18	T1 F/I	-	0.00%	-	-	0.00%	-	-	(5)		
19	T3	-	0.00%	-	-	0.00%	-	-	(5)		
20	M12	-	0.00%	-	-	0.00%	-	-	(5)		
21	M13	340	1.35%	10	-	0.00%	-	10	(5)		
22	M16	244	0.97%	8	-	0.00%	-	8	(5)		
23	C1	-	0.00%	-	-	0.00%	-	-	(5)		
24	Rate 01	3,555	14.13%	109	17,461	16.38%	41	150		870,427	0.0173
25	Rate 10	707	2.81%	22	5,589	5.24%	13	35		422,932	0.0083
26	Rate 20	132	0.52%	4	704	0.66%	2	6		526,116	0.0011
27	Rate 100	1,801	7.16%	55	913	0.86%	2	57		2,254,074	0.0025
28	Rate 25	-	0.00%	-	-	0.00%	-	-			
29	Rate 77	-	0.00%	-	-	0.00%	-	-			
30	Total	25,166	100.00%	773	106,624	100.00%	252	1,025			

Notes:

(1) Calculation of the Composite Return:

Common Equity (after tax)	36.00%	8.54%	3.07%
Gross-Up for tax (@ 32.19%)			1.46%
Common Equity (pre-tax)			4.53%
Short-Term Debt	64.00%	1.55%	0.99%
Composite Rate of Return			5.52%

(2) EB-2005-0520, Decision Cost Study, Operating Expenses, A. Cost of Gas & Production, Other Supplies - UFG, pages 13-16, and
EB-2005-0520, Decision Cost Study, Operating Expenses, C. Underground Storage & D. Transmission, Compressor Fuel, pages 13-16.

(3) EB-2005-0520, Storage Excluding Dehydrator Space, Working Capital, Gas in Storage, Pages 10-12.

(4) EB-2010-0148, Rate Order, Working Papers, Schedule 4, Column (x).

(5) Union supplied fuel (USF) rate changes for Rates T1, T3, M12, M13, M16 and C1 are based on approved 2011 fuel ratios and proposed Ontario Landed Reference Price Changes in Union-supplied fuel rates for Rate T1, T3, M12, M13, M16 and C1 are presented at Appendix A, Schedule "C", and Working Papers, Schedule 1, Page 6.

UNION GAS LIMITED
Southern Operations Area
General Service Customer Bill Impacts

Line No.		Rate M1 - Residential (Annual Consumption of 2600 m³) EB-2011-0029 Approved 01-Apr-11 Total Bill ($) (1) (a)		EB-2011-0135 Proposed 01-Jul-11 Total Bill ($) (1) (b)		Impact ($) (c) = (b) - (a)	Rate M2 - Commercial (Annual Consumption of 73000 m³) EB-2011-0029 Approved 01-Apr-11 Total Bill ($) (1) (d)		EB-2011-0135 Proposed 01-Jul-11 Total Bill ($) (1) (e)		Impact ($) (f) = (e) - (d)
	Delivery Charges										
1	Monthly Charge	240.00		240.00		-	840.00		840.00		-
2	Delivery Commodity Charge	92.27		92.68		0.41	2,590.57		2,604.74		14.17
3	Prospective Recovery - Delivery	0.01	(2)	0.01	(3)	-	0.21	(2)	0.14	(3)	(0.07)
4	Storage Services	25.42		25.42		-	525.60		525.60		-
5	Total Delivery Charge	357.70		358.11		0.41	3,956.38		3,970.48		14.10
	Supply Charges										
6	Transportation to Union	144.47		144.69		0.22	4,056.46		4,062.02		5.56
7	Commodity & Fuel	366.07		388.14		22.07	10,278.17		10,897.73		619.56
8	Prospective Recovery - Commodity & Fuel	(19.74)	(4)	(30.10)	(5)	(10.36)	(554.58)	(4)	(845.12)	(5)	(290.54)
9	Subtotal	346.33		358.04		11.71	9,723.59		10,052.61		329.02
10	Total Gas Supply Charge	490.80		502.73		11.93	13,780.05		14,114.63		334.58
11	Total Bill	848.50		860.84		12.34	17,736.43		18,085.11		348.68
12	Impacts for Customer Notices - Sales (line 11)					12.34					348.68
13	Impacts for Customer Notices - Direct Purchase (line 5)					0.41					14.10

Notes:
(1) Excludes temporary charges/(credits).
(2) Prospective recovery charge of 0.0003 cents/m³ for 12 months.
(3) Prospective recovery charge of 0.0002 cents/m³ for 12 months.
(4) Prospective recovery credit of (0.7597) cents/m³ for 12 months.
(5) Prospective recovery credit of (1.1577) cents/m³ for 12 months.

UNION GAS LIMITED
Northern & Eastern Operations Area
General Service Customer Bill Impacts

Line No.		(Fort Frances) Rate 01 - Residential (Annual Consumption of 2600 m³)			(Western) Rate 01 - Residential (Annual Consumption of 2600 m³)		
		EB-2011-0029 Approved 01-Apr-11 Total Bill ($) (1)	EB-2011-0135 Proposed 01-Jul-11 Total Bill ($) (1)	Impact ($)	EB-2011-0029 Approved 01-Apr-11 Total Bill ($) (1)	EB-2011-0135 Proposed 01-Jul-11 Total Bill ($) (1)	Impact ($)
		(a)	(b)	(c) = (b) - (a)	(d)	(e)	(f) = (e) - (d)
	Delivery Charges						
1	Monthly Charge	240.00	240.00	-	240.00	240.00	-
2	Delivery Commodity Charge	193.48	193.93	0.45	193.48	193.93	0.45
3	Total Delivery Charge	433.48	433.93	0.45	433.48	433.93	0.45
	Supply Charges						
4	Transportation to Union	153.15	153.15	-	163.76	163.76	-
5	Prospective Recovery - Transportation	24.04 (2)	31.25 (3)	7.21	24.04 (2)	31.25 (3)	7.21
6	Storage Services	48.83	48.83	-	48.76	48.76	-
7	Prospective Recovery - Storage	-	-	-	-	-	-
8	Subtotal	226.02	233.23	7.21	236.56	243.77	7.21
9	Commodity & Fuel	359.48	380.45	20.97	361.39	382.68	21.29
10	Prospective Recovery - Commodity & Fuel	(68.58) (4)	(51.04) (5)	17.54	(68.58) (4)	(51.04) (5)	17.54
11	Subtotal	290.90	329.41	38.51	292.81	331.64	38.83
12	Total Gas Supply Charge	516.92	562.64	45.72	529.37	575.41	46.04
13	Total Bill	950.40	996.57	46.17	962.85	1,009.34	46.49
14	Impacts for Customer Notices - Sales (line 13)			46.17			46.49
15	Impacts for Customer Notices - Direct Purchase (line 3 + line 8)			7.66			7.66

Notes:
(1) Excludes temporary charges/(credits).
(2) Prospective recovery charge of 0.9246 cents/m³ for 12 months.
(3) Prospective recovery charge of 1.2021 cents/m³ for 12 months.
(4) Prospective recovery credit of (2.6375) cents/m³ for 12 months.
(5) Prospective recovery credit of (1.9632) cents/m³ for 12 months.

UNION GAS LIMITED
Northern & Eastern Operations Area
General Service Customer Bill Impacts

Line No.		(Northern) Rate 01 - Residential (Annual Consumption of 2600 m³) EB-2011-0029 Approved 01-Apr-11 Total Bill ($) (1) (a)	EB-2011-0135 Proposed 01-Jul-11 Total Bill ($) (1) (b)	Impact ($) (c) = (b) - (a)	(Eastern) Rate 01 - Residential (Annual Consumption of 2600 m³) EB-2011-0029 Approved 01-Apr-11 Total Bill ($) (1) (d)	EB-2011-0135 Proposed 01-Jul-11 Total Bill ($) (1) (e)	Impact ($) (f) = (e) - (d)
	Delivery Charges						
1	Monthly Charge	240.00	240.00	-	240.00	240.00	-
2	Delivery Commodity Charge	193.32	193.78	0.46	193.01	193.45	0.44
3	Total Delivery Charge	433.32	433.78	0.46	433.01	433.45	0.44
	Supply Charges						
4	Transportation to Union	198.91	198.91	-	227.77	227.77	-
5	Prospective Recovery - Transportation	24.05 (2)	31.25 (3)	7.20	24.03 (2)	31.25 (3)	7.22
6	Storage Services	58.76	58.76	-	66.83	66.83	-
7	Prospective Recovery - Storage	-	-	-	-	-	-
8	Subtotal	281.72	288.92	7.20	318.63	325.85	7.22
9	Commodity & Fuel	363.91	385.61	21.70	366.07	388.15	22.08
10	Prospective Recovery - Commodity & Fuel	(68.57) (4)	(51.06) (5)	17.51	(68.57) (4)	(51.04) (5)	17.53
11	Subtotal	295.34	334.55	39.21	297.50	337.11	39.61
12	Total Gas Supply Charge	577.06	623.47	46.41	616.13	662.96	46.83
13	Total Bill	1,010.38	1,057.25	46.87	1,049.14	1,096.41	47.27
14	Impacts for Customer Notices - Sales (line 13)			46.87			47.27
15	Impacts for Customer Notices - Direct Purchase (line 3 + line 8)			7.66			7.66

Notes:
(1) Excludes temporary charges/(credits).
(2) Prospective recovery charge of 0.9246 cents/m³ for 12 months.
(3) Prospective recovery charge of 1.2021 cents/m³ for 12 months.
(4) Prospective recovery credit of (2.6375) cents/m³ for 12 months.
(5) Prospective recovery credit of (1.9632) cents/m³ for 12 months.

UNION GAS LIMITED
Northern & Eastern Operations Area
General Service Customer Bill Impacts

Line No.		(Fort Frances) Rate 10 - Commercial / Industrial (Annual Consumption of 93000 m³)			(Western) Rate 10 - Commercial / Industrial (Annual Consumption of 93000 m³)		
		EB-2011-0029 Approved 01-Apr-11 Total Bill ($) (1)	EB-2011-0135 Proposed 01-Jul-11 Total Bill ($) (1)	Impact ($)	EB-2011-0029 Approved 01-Apr-11 Total Bill ($) (1)	EB-2011-0135 Proposed 01-Jul-11 Total Bill ($) (1)	Impact ($)
		(a)	(b)	(c) = (b) - (a)	(d)	(e)	(f) = (e) - (d)
	Delivery Charges						
1	Monthly Charge	840.00	840.00	-	840.00	840.00	-
2	Delivery Commodity Charge	5,073.91	5,081.52	7.61	5,073.91	5,081.52	7.61
3	Total Delivery Charge	5,913.91	5,921.52	7.61	5,913.91	5,921.52	7.61
	Supply Charges						
4	Transportation to Union	5,073.70	5,073.70	-	5,453.52	5,453.52	-
5	Prospective Recovery - Transportation	857.75 (2)	1,115.80 (3)	258.05	857.75 (2)	1,115.80 (3)	258.05
6	Storage Services	1,116.45	1,116.45	-	1,114.33	1,114.33	-
7	Prospective Recovery - Storage	-	-	-	-	-	-
8	Subtotal	7,047.90	7,305.95	258.05	7,425.60	7,683.65	258.05
9	Commodity & Fuel	12,858.08	13,608.41	750.33	12,926.53	13,688.66	762.13
10	Prospective Recovery - Commodity & Fuel	(2,452.87) (4)	(1,825.78) (5)	627.09	(2,452.87) (4)	(1,825.78) (5)	627.09
11	Subtotal	10,405.21	11,782.63	1,377.42	10,473.66	11,862.88	1,389.22
12	Total Gas Supply Charge	17,453.11	19,088.58	1,635.47	17,899.26	19,546.53	1,647.27
13	Total Bill	23,367.02	25,010.10	1,643.08	23,813.17	25,468.05	1,654.88
14	Impacts for Customer Notices - Sales (line 13)			1,643.08			1,654.88
15	Impacts for Customer Notices - Direct Purchase (line 3 + line 8)			265.66			265.66

Notes:
(1) Excludes temporary charges/(credits).
(2) Prospective recovery charge of 0.9223 cents/m³ for 12 months.
(3) Prospective recovery charge of 1.1998 cents/m³ for 12 months.
(4) Prospective recovery credit of (2.6375) cents/m³ for 12 months.
(5) Prospective recovery credit of (1.9632) cents/m³ for 12 months.

UNION GAS LIMITED
Northern & Eastern Operations Area
General Service Customer Bill Impacts

Line No.		(Northern) Rate 10 - Commercial / Industrial (Annual Consumption of 93000 m³)			(Eastern) Rate 10 - Commercial / Industrial (Annual Consumption of 93000 m³)		
		EB-2011-0029 Approved 01-Apr-11 Total Bill ($) (1)	EB-2011-0135 Proposed 01-Jul-11 Total Bill ($) (1)	Impact ($)	EB-2011-0029 Approved 01-Apr-11 Total Bill ($) (1)	EB-2011-0135 Proposed 01-Jul-11 Total Bill ($) (1)	Impact ($)
		(a)	(b)	(c) = (b) - (a)	(d)	(e)	(f) = (e) - (d)
	Delivery Charges						
1	Monthly Charge	840.00	840.00	-	840.00	840.00	-
2	Delivery Commodity Charge	5,068.30	5,075.94	7.64	5,082.67	5,090.32	7.65
3	Total Delivery Charge	5,908.30	5,915.94	7.64	5,922.67	5,930.32	7.65
	Supply Charges						
4	Transportation to Union	6,710.32	6,710.32	-	7,742.81	7,742.81	-
5	Prospective Recovery - Transportation	857.74 (2)	1,115.82 (3)	258.08	857.75 (2)	1,115.82 (3)	258.07
6	Storage Services	1,473.20	1,473.20	-	1,762.84	1,762.84	-
7	Prospective Recovery - Storage	-	-	-	-	-	-
8	Subtotal	9,041.26	9,299.34	258.08	10,363.40	10,621.47	258.07
9	Commodity & Fuel	13,016.74	13,793.11	776.37	13,094.12	13,883.41	789.29
10	Prospective Recovery - Commodity & Fuel	(2,452.88) (4)	(1,825.77) (5)	627.11	(2,452.86) (4)	(1,825.78) (5)	627.08
11	Subtotal	10,563.86	11,967.34	1,403.48	10,641.26	12,057.63	1,416.37
12	Total Gas Supply Charge	19,605.12	21,266.68	1,661.56	21,004.66	22,679.10	1,674.44
13	Total Bill	25,513.42	27,182.62	1,669.20	26,927.33	28,609.42	1,682.09
14	Impacts for Customer Notices - Sales (line 13)			1,669.20			1,682.09
15	Impacts for Customer Notices - Direct Purchase (line 3 + line 8)			265.72			265.72

Notes:
(1) Excludes temporary charges/(credits).
(2) Prospective recovery charge of 0.9223 cents/m³ for 12 months.
(3) Prospective recovery charge of 1.1998 cents/m³ for 12 months.
(4) Prospective recovery credit of (2.6375) cents/m³ for 12 months.
(5) Prospective recovery credit of (1.9632) cents/m³ for 12 months.

UNION GAS LIMITED
Prospective Recovery - Commodity Unit Rates

Line No.	Particulars	Incremental Amount for Prospective Recovery (1) ($000's)	Forecast Sales Service Billing Units (2) (10^3m^3)	Proposed Incremental Prospective Recovery Unit Rate (cents/m^3)
		(a)	(b)	(c) = (a) / (b) x 100
	Northern and Eastern Operations Area			
1	North Purchase Gas Variance Account (NPGVA)	(74)	824,123	(0.0090)
2	Inventory Revaluations	(772)	824,123	(0.0937)
3	Spot Gas	(150)	824,123	(0.0181)
4	Fuel	236	824,123	0.0286
5	Total Northern Commodity	(760)		(0.0922)
	Southern Operations Area			
6	South Purchase Gas Variance Account (SPGVA)	(11,520)	2,724,369	(0.4229)
7	Inventory Revaluations	(2,552)	2,724,369	(0.0937)
8	Spot Gas	-	2,724,369	-
9	Total Southern Commodity	(14,072)		(0.5166)
10	Total	(14,832)		

Notes:
(1) Tab 2, Schedule 2.
(2) Forecast volumes for the 12 month period: July 1, 2011 to June 30, 2012.

UNION GAS LIMITED

Prospective Recovery - Transportation Unit Rates

Line No.	Particulars	Incremental Amount for Prospective Recovery ($000's)		Forecast Firm Bundled Billing Units (3) (10^3m^3)	Proposed Incremental Prospective Recovery Unit Rate (cents/m^3)
		(a)		(b)	(c) = (a) / (b) x 100
	Northern and Eastern Operations Area				
	TCPL Tolls and LBA - Transportation				
1	R01, R10, R20	2,929	(1)	1,332,071	0.2199
	Load balancing				
2	R01	0	(2)	898,293	-
3	R10	(0)	(2)	325,667	(0.0001)
4	R20	-	(2)	108,111	-
5	Total	2,929			

Notes:

(1) Tab 2, Schedule 2.

(2) Working Papers, Schedule 2, Column (i).

(3) Forecast volumes for the 12 month period: July 1, 2011 to June 30, 2012.

UNION GAS LIMITED
Prospective Recovery - Delivery Unit Rates

Line No.	Particulars	Incremental Amount for Prospective Recovery (1) ($000's) (a)	Forecast Delivery Billing Units (2) (10^3m^3) (b)	Proposed Incremental Prospective Recovery Unit Rate (cents/m^3) (c) = (a) / (b) x 100
	Southern Operations Area			
1	Load Balancing	-	4,878,595	-
2	Total	-		

Notes:
(1) Working Papers, Schedule 2, Column (i).
(2) Forecast volumes for the 12 month period: July 1, 2011 to June 30, 2012.

EB-2011-0135
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Appendix B	Rate Schedules
Appendix C	Summary of Average Rate and Price Adjustment Changes
Appendix D	Customer Notices

APPENDIX A

UNIQN GAS LIMITED
Northern & Eastern Operations Area
Summary of Changes to Sales Rates
Rate 01A - Small Volume General Firm Service

Line No.	Particulars (cents/m^3)	EB-2011-0029 Approved April 1, 2011 Rate (a)	Rate Change (b)	EB-2011-0135 Approved July 1, 2011 Rate (c)
1	Monthly Charge - All Zones	$20.00		$20.00
	Monthly Delivery Charge - All Zones			
2	First 100 m^3	7.8004	0.0173	7.8177
3	Next 200 m^3	7.2759	0.0173	7.2932
4	Next 200 m^3	6.9032	0.0173	6.9205
5	Next 500 m^3	6.5612	0.0173	6.5785
6	Over 1,000 m^3	6.2787	0.0173	6.2960
7	Delivery - Price Adjustment (All Volumes)	-		-
	Gas Transportation Service			
8	Fort Frances	5.8902		5.8902
9	Western Zone	6.2986		6.2986
10	Northern Zone	7.6500		7.6500
11	Eastern Zone	8.7602		8.7602
12	Transportation - Price Adjustment (All Zones)	0.9246 (1)	0.2775	1.2021 (2)
	Storage Service			
13	Fort Frances	1.8781		1.8781
14	Western Zone	1.8757		1.8757
15	Northern Zone	2.2600		2.2600
16	Eastern Zone	2.5702		2.5702
17	Storage - Price Adjustment (All Zones)	-		-
	Commodity Cost of Gas and Fuel			
18	Fort Frances	13.8259	0.8068	14.6327
19	Western Zone	13.8995	0.8195	14.7190
20	Northern Zone	13.9965	0.8348	14.8313
21	Eastern Zone	14.0797	0.8487	14.9284
22	Commodity and Fuel - Price Adjustment (All Zones)	(2.6375) (3)	0.6743	(1.9632) (4)

Notes:
(1) Includes Prospective Recovery of (0.0576), (0.0273), 0.3149, and 0.6947 cents/m^3.
(2) Includes Prospective Recovery of (0.0273), 0.3149, 0.6947, and 0.2199 cents/m^3.
(3) Includes Prospective Recovery of (0.7665), (0.4413), (0.8835), and (0.5462) cents/m^3.
(4) Includes Prospective Recovery of (0.4413), (0.8835), (0.5462), and (0.0922) cents/m^3.

UNION GAS LIMITED
Northern & Eastern Operations Area
Summary of Changes to Sales Rates
Rate 10 - Large Volume General Firm Service

Line No.	Particulars (cents/m^3)	EB-2011-0029 Approved April 1, 2011 Rate (a)	Rate Change (b)	EB-2011-0135 Approved July 1, 2011 Rate (c)
1	Monthly Charge - All Zones	$70.00		$70.00
	Monthly Delivery Charge - All Zones			
2	First 1,000 m^3	6.7896	0.0083	6.7978
3	Next 9,000 m^3	5.3760	0.0083	5.3842
4	Next 20,000 m^3	4.5698	0.0083	4.5780
5	Next 70,000 m^3	4.0537	0.0083	4.0619
6	Over 100,000 m^3	2.0985	0.0083	2.1067
7	Delivery - Price Adjustment (All Volumes)	-		-
	Gas Transportation Service			
8	Fort Frances	5.4556		5.4556
9	Western Zone	5.8640		5.8640
10	Northern Zone	7.2154		7.2154
11	Eastern Zone	8.3256		8.3256
12	Transportation - Price Adjustment (All Zones)	0.9223 (1)	0.2775	1.1998 (2)
	Storage Service			
13	Fort Frances	1.2005		1.2005
14	Western Zone	1.1982		1.1982
15	Northern Zone	1.5841		1.5841
16	Eastern Zone	1.8955		1.8955
17	Storage - Price Adjustment (All Zones)	-		-
	Commodity Cost of Gas and Fuel			
18	Fort Frances	13.8259	0.8068	14.6327
19	Western Zone	13.8995	0.8195	14.7190
20	Northern Zone	13.9965	0.8348	14.8313
21	Eastern Zone	14.0797	0.8487	14.9284
22	Commodity and Fuel - Price Adjustment (All Zones)	(2.6375) (3)	0.6743	(1.9632) (4)

Notes:
(1) Includes Prospective Recovery of (0.0577), (0.0273), 0.3149, and 0.6924 cents/m^3.
(2) Includes Prospective Recovery of (0.0273), 0.3149, 0.6924, and 0.2198 cents/m^3.
(3) Includes Prospective Recovery of (0.7665), (0.4413), (0.8835), and (0.5462) cents/m^3.
(4) Includes Prospective Recovery of (0.4413), (0.8835), (0.5462), and (0.0922) cents/m^3.

UNION GAS LIMITED
Northern & Eastern Operations Area
Summary of Changes to Sales Rates
Rate 20 - Medium Volume Firm Service

Line No.	Particulars (cents/m^3)	EB-2011-0029 Approved April 1, 2011 Rate (a)	Rate Change (b)	EB-2011-0135 Approved July 1, 2011 Rate (c)
1	Monthly Charge	$777.97		$777.97
	Delivery Demand Charge			
2	First 70,000 m^3	20.1961		20.1961
3	All over 70,000 m^3	11.8763		11.8763
	Delivery Commodity Charge			
4	First 852,000 m^3	0.3688	0.0011	0.3699
5	All over 852,000 m^3	0.2681	0.0011	0.2692
	Monthly Gas Supply Demand Charge			
6	Fort Frances	49.3344		49.3344
7	Western Zone	57.0328		57.0328
8	Northern Zone	86.7086		86.7086
9	Eastern Zone	110.8863		110.8863
10	Gas Supply Demand - Price Adjustment (All Zones)	-		-
	Commodity Transportation 1			
11	Fort Frances	4.2612		4.2612
12	Western Zone	4.4236		4.4236
13	Northern Zone	5.1192		5.1192
14	Eastern Zone	5.6884		5.6884
15	Transportation 1 - Price Adjustment (All Zones)	0.9265 (1)	0.2774	1.2039 (2)
	Commodity Transportation 2			
16	Fort Frances	0.2893		0.2893
17	Western Zone	0.2668		0.2668
18	Northern Zone	0.4111		0.4111
19	Eastern Zone	0.5383		0.5383
	Commodity Cost of Gas and Fuel			
20	Fort Frances	13.8760	0.8097	14.6857
21	Western Zone	13.9499	0.8224	14.7723
22	Northern Zone	14.0473	0.8377	14.8850
23	Eastern Zone	14.1308	0.8518	14.9826
24	Commodity and Fuel - Price Adjustment (All Zones)	(2.6375) (3)	0.6743	(1.9632) (4)
	Bundled Storage Service ($/GJ)			
25	Monthly Demand Charge	11.125		11.125
26	Commodity Charge	0.239		0.239
27	Storage Demand - Price Adjustment	-		-

Notes:
(1) Includes Prospective Recovery of (0.0575), (0.0273), 0.3149, and 0.6965 cents/m^3.
(2) Includes Prospective Recovery of (0.0273), 0.3149, 0.6965, and 0.2199 cents/m^3.
(3) Includes Prospective Recovery of (0.7665), (0.4413), (0.8835), and (0.5462) cents/m^3.
(4) Includes Prospective Recovery of (0.4413), (0.8835), (0.5462), and (0.0922) cents/m^3.

UNION GAS LIMITED
Northern & Eastern Operations Area
Summary of Changes to Sales Rates
Rate 100 - Large Volume High Load Factor Firm Service

Line No.	Particulars (cents/m^3)	EB-2011-0029 Approved April 1, 2011 Rate (a)	Rate Change (b)	EB-2011-0135 Approved July 1, 2011 Rate (c)
1	Monthly Charge	$777.97		$777.97
	Delivery Demand Charge			
2	All Zones	11.9642		11.9642
	Delivery Commodity Charge			
3	All Zones	0.2075	0.0025	0.2101
	Monthly Gas Supply Demand Charge			
4	Fort Frances	88.0846		88.0846
5	Western Zone	97.0663		97.0663
6	Northern Zone	131.6881		131.6881
7	Eastern Zone	159.8951		159.8951
	Commodity Transportation 1			
8	Fort Frances	7.8681		7.8681
9	Western Zone	7.9899		7.9899
10	Northern Zone	8.5116		8.5116
11	Eastern Zone	8.9385		8.9385
	Commodity Transportation 2			
12	Fort Frances	0.2893		0.2893
13	Western Zone	0.2668		0.2668
14	Northern Zone	0.4111		0.4111
15	Eastern Zone	0.5383		0.5383
	Commodity Cost of Gas and Fuel			
16	Fort Frances	13.8760	0.8097	14.6857
17	Western Zone	13.9499	0.8224	14.7723
18	Northern Zone	14.0473	0.8377	14.8850
19	Eastern Zone	14.1308	0.8518	14.9826
20	Commodity and Fuel - Price Adjustment (All Zones)	(2.6375) (1)	0.6743	(1.9632) (2)
	Bundled Storage Service ($/GJ)			
21	Monthly Demand Charge	11.125		11.125
22	Commodity Charge	0.239		0.239
23	Storage Demand - Price Adjustment	-		-

Notes:
(1) Includes Prospective Recovery of (0.7665), (0.4413), (0.8835), and (0.5462) cents/m^3.
(2) Includes Prospective Recovery of (0.4413), (0.8835), (0.5462), and (0.0922) cents/m^3.

UNION GAS LIMITED
Northern & Eastern Operations Area
Summary of Changes to Sales Rates

Line No.	Particulars (cents/m^3)	EB-2011-0029 Approved April 1, 2011 Rate (a)	Rate Change (b)	EB-2011-0135 Approved July 1, 2011 Rate (c)
	Rate 25 - Large Volume Interruptible Service			
1	Monthly Charge	$189.51		$189.51
	Delivery Charge - All Zones *			
2	Maximum	4.1869	0.0074	4.1943
	Gas Supply Charges - All Zones			
3	Minimum	14.3135		14.3135
4	Maximum	140.5622		140.5622
	Rate 77 - Wholesale Transportation Service			
5	Monthly Charge	$144.62		$144.62
6	Delivery Demand Charge - All Zones	28.6565		28.6565

* see Appendix C.

UNION GAS LIMITED
Southern Operations Area
Summary of Changes to Sales Rates

Line No.	Particulars (cents/m^3)	EB-2011-0029 Approved April 1, 2011 Rate (a)	Rate Change (b)	EB-2011-0135 Approved July 1, 2011 Rate (c)
	Utility Sales			
1	Commodity and Fuel	14.0797	0.8487	14.9284
2	Commodity and Fuel - Price Adjustment	(0.7597) (1)	(0.3980)	(1.1577) (2)
3	Transportation	5.5568	0.0076	5.5644
4	Total Gas Supply Commodity Charge	18.8768	0.4583	19.3351
	M4 Firm Commercial/Industrial			
5	Minimum annual gas supply commodity charge	6.2352	0.0560	6.2912
	M5A Interruptible Commercial/Industrial			
6	Minimum annual gas supply commodity charge	6.2352	0.0560	6.2912
	Storage and Transportation Supplemental Services - Rate T1 & T3	$/GJ		$/GJ
	Monthly demand charges: ($/GJ)			
7	Firm gas supply service	63.324		63.324
8	Firm backstop gas	2.128	0.074	2.202
	Commodity charges:			
9	Gas supply	3.789	0.225	4.014
10	Backstop gas	5.569	0.231	5.800
11	Reasonable Efforts Backstop Gas	6.467	0.231	6.698
12	Supplemental Inventory	Note (3)		Note (3)
13	Supplemental Gas Sales Service (cents/m^3)	22.6281	0.9198	23.5479
14	Failure to Deliver	2.635	0.0040	2.639
15	Discretionary Gas Supply Service (DGSS)	Note (4)		Note (4)

Notes:
(1) Includes Prospective Recovery of (0.1186), (0.2615), (0.0432), and (0.3364) cents/m^3.
(2) Includes Prospective Recovery of (0.2615), (0.0432), (0.3364), and (0.5166) cents/m^3.
(3) The charge for banked gas purchases shall be the higher of the daily spot gas cost at Dawn in the month of or the month following the month in which gas is sold under this rate and shall not be less than Union's approved weighted avg. cost of gas.
(4) Reflects the "back to back" price plus gas supply administration charge.

UNION GAS LIMITED
Southern Operations Area
Summary of Changes to Sales Rates

Line No.	Particulars (cents/m^3)	EB-2011-0029 Approved April 1, 2011 Rate (a)	Rate Change (b)	EB-2011-0135 Approved July 1, 2011 Rate (c)
	M1 Small Volume General Service Rate			
1	Monthly Charge	$20.00		$20.00
2	First 100 m^3	3.7996	0.0151	3.8147
3	Next 150 m^3	3.5931	0.0151	3.6082
4	All over 250 m^3	3.1046	0.0151	3.1197
5	Delivery - Price Adjustment (All Volumes)	0.0003 (1)	(0.0001)	0.0002 (2)
6	Storage Service	0.9775		0.9775
7	Storage - Price Adjustment	-		-
	M2 Large Volume General Service Rate			
8	Monthly Charge	$70.00		$70.00
9	First 1 000 m^3	3.6683	0.0194	3.6877
10	Next 6 000 m^3	3.5920	0.0194	3.6114
11	Next 13 000 m^3	3.3646	0.0194	3.3840
12	All over 20 000 m^3	3.0917	0.0194	3.1111
13	Delivery - Price Adjustment (All Volumes)	0.0003 (3)	(0.0001)	0.0002 (4)
14	Storage Service	0.7200		0.7200
15	Storage - Price Adjustment	-		-
	M4 Firm comm/ind contract rate			
	Monthly demand charge:			
16	First 8 450 m^3	45.4290		45.4290
17	Next 19 700 m^3	19.7101		19.7101
18	All over 28 150 m^3	16.3682		16.3682
	Monthly delivery commodity charge:			
19	First block	0.8817	0.0125	0.8942
20	All remaining use	0.3860	0.0125	0.3985
21	Delivery - Price Adjustment (All Volumes)	0.0003 (5)	(0.0001)	0.0002 (6)
22	Minimum annual delivery commodity charge	1.1955	0.0125	1.2080

Notes:
(1) Includes Prospective Recovery of 0.0001, 0.0001, 0.0001, and 0.0001 cents/m^3.
(2) Includes Prospective Recovery of 0.0001, 0.0001, 0.0001, and 0.0000 cents/m^3.
(3) Includes Prospective Recovery of 0.0001, 0.0001, 0.0001, and 0.0001 cents/m^3.
(4) Includes Prospective Recovery of 0.0001, 0.0001, 0.0001, and 0.0000 cents/m^3.
(5) Includes Prospective Recovery of 0.0001, 0.0001, 0.0001, and 0.0001 cents/m^3.
(6) Includes Prospective Recovery of 0.0001, 0.0001, 0.0001, and 0.0000 cents/m^3.

UNION GAS LIMITED
Southern Operations Area
Summary of Changes to Sales Rates

Line No.	Particulars (cents/m^3)	EB-2011-0029 Approved April 1, 2011 Rate (a)	Rate Change (b)	EB-2011-0135 Approved July 1, 2011 Rate (c)
	M5A interruptible comm/ind contract			
	Firm contracts *			
1	Monthly demand charge	27.5443		27.5443
2	Monthly delivery commodity charge	1.7560	0.0129	1.7690
3	Delivery - Price Adjustment (All Volumes)	0.0003 (1)	(0.0001)	0.0002 (2)
	Interruptible contracts *			
4	Monthly Charge	$498.70		$498.70
	Daily delivery commodity charge:			
5	4 800 m^3 to 17 000 m^3	1.8018	0.0129	1.8147
6	17 000 m^3 to 30 000 m^3	1.6719	0.0129	1.6848
7	30 000 m^3 to 50 000 m^3	1.6036	0.0129	1.6165
8	50 000 m^3 to 70 000 m^3	1.5557	0.0129	1.5686
9	70 000 m^3 to 100 000 m^3	1.5214	0.0129	1.5343
10	100 000 m^3 to 140 870 m^3	1.4877	0.0129	1.5006
11	Delivery - Price Adjustment (All Volumes)	0.0003 (1)	(0.0001)	0.0002 (2)
12	Annual minimum delivery commodity charge	2.1156	0.0129	2.1285
	M7 Special large volume contract			
	Firm			
13	Monthly demand charge	25.2893		25.2893
14	Monthly delivery commodity charge	0.2471	0.0125	0.2595
15	Delivery - Price Adjustment	0.0003 (1)	(0.0001)	0.0002 (2)
	Interruptible *			
	Monthly delivery commodity charge:			
16	Maximum	2.6226	0.0125	2.6351
17	Delivery - Price Adjustment	0.0003 (1)	(0.0001)	0.0002 (2)
	Seasonal *			
	Monthly delivery commodity charge:			
18	Maximum	2.3785	0.0125	2.3910
19	Delivery - Price Adjustment	0.0003 (1)	(0.0001)	0.0002 (2)
	M9 Large wholesale service			
20	Monthly demand charge	16.8753		16.8753
21	Monthly delivery commodity charge	0.2776	0.0163	0.2939
22	Delivery - Price Adjustment	0.0003 (1)	(0.0001)	0.0002 (2)
	M10 Small wholesale service			
23	Monthly delivery commodity charge	2.5409	0.0070	2.5479

Notes:

(1) Includes Prospective Recovery of 0.0001, 0.0001, 0.0001, and 0.0001 cents/m^3.

(2) Includes Prospective Recovery of 0.0001, 0.0001, 0.0001, and 0.0000 cents/m^3.

* Price changes to individual interruptible and seasonal contract rates are provided in Appendix C.

UNION GAS LIMITED
Southern Operations Area
Summary of Changes to Contract Carriage Rates

Line No.	Particulars	EB-2011-0029 Approved April 1, 2011 Rate (a)	Rate Change (b)	EB-2011-0135 Approved July 1, 2011 Rate (c)
	Contract Carriage Service			
	T1 Storage and Transportation			
	Storage ($ / GJ)			
	Monthly demand charges:			
1	Firm space	0.010		0.010
	Firm Injection/Withdrawal Right			
2	Union provides deliverability inventory	1.582	0.022	1.603
3	Customer provides deliverability inventory	1.016		1.016
4	Firm incremental injection	1.016		1.016
5	Interruptible withdrawal	1.016		1.016
	Commodity charges:			
6	Withdrawal	0.042	0.001	0.044
7	Customer provides compressor fuel	0.007		0.007
8	Injection	0.042	0.001	0.044
9	Customer provides compressor fuel	0.007		0.007
10	Storage fuel ratio - customer provides fuel	0.598%		0.598%
	Transportation (cents / m^3)			
11	Monthly demand charge first 140,870 m^3	19.0898		19.0898
12	Monthly demand charge all over 140,870 m^3	13.0445		13.0445
	Commodity charges:			
13	Firm- Union provides compressor fuel first 2,360,653 m^3	0.3069	0.0047	0.3116
14	Union provides compressor fuel all over 2,360,653 m^3	0.2147	0.0047	0.2194
15	Customer provides compressor fuel first 2,360,653 m^3	0.1835		0.1835
16	Customer provides compressor fuel all over 2,360,653 m^3	0.0913		0.0913
	Interruptible: *			
17	Maximum - Union provides compressor fuel	2.6226	0.0125	2.6351
18	Maximum - customer provides compressor fuel	2.4992	0.0078	2.5070
19	Transportation fuel ratio - customer provides fuel	0.555%		0.555%
	Authorized overrun services			
	Storage ($ / GJ)			
	Commodity charges			
20	Injection / Withdrawals	0.119	0.003	0.122
21	Customer provides compressor fuel	0.059	0.001	0.060
22	Transportation commodity charge (cents/m^3)	0.9345	0.0047	0.9392
23	Customer provides compressor fuel	0.8111		0.8111
24	Monthly Charge	$1,795.31		$1,795.31

* Price changes to individual interruptible contract rates are provided in Appendix C.

UNION GAS LIMITED
Southern Operations Area
Summary of Changes to Contract Carriage Rates

Line No.	Particulars	EB-2011-0029 Approved April 1, 2011 Rate (a)	Rate Change (b)	EB-2011-0135 Approved July 1, 2011 Rate (c)
	T3 Storage and Transportation			
	Storage ($ / GJ)			
	Monthly demand charges:			
1	Firm space	0.010		0.010
	Firm Injection/Withdrawal Right			
2	Union provides deliverability inventory	1.582	0.022	1.603
3	Customer provides deliverability inventory	1.016		1.016
4	Firm incremental injection	1.016		1.016
5	Interruptible withdrawal	1.016		1.016
	Commodity charges:			
6	Withdrawal	0.042	0.001	0.044
7	Customer provides compressor fuel	0.007		0.007
8	Injection	0.042	0.001	0.044
9	Customer provides compressor fuel	0.007		0.007
10	Storage fuel ratio- Cust. provides fuel	0.598%		0.598%
	Transportation (cents / m^3)			
11	Monthly demand charge	9.0218		9.0218
	Commodity charges			
12	Firm- Union supplies compressor fuel	0.2290	0.0061	0.2351
13	Customer provides compressor fuel	0.0682		0.0682
14	Transportation fuel ratio- Cust. provides fuel	0.723%		0.723%
	Authorized overrun services			
	Storage ($ / GJ)			
	Commodity charges:			
15	Injection / Withdrawals	0.119	0.003	0.122
16	Customer provides compressor fuel	0.059	0.001	0.060
17	Transportation commodity charge (cents/m^3)	0.5256	0.0061	0.5317
18	Customer provides compressor fuel (cents/m^3)	0.3648		0.3648
	Monthly Charge			
19	City of Kitchener	$17,567.33		$17,567.33
20	Natural Resource Gas	$2,696.77		$2,696.77
21	Six Nations	$898.92		$898.92

UNION GAS LIMITED
Southern Operations Area
Summary of Changes to Unbundled Rates

Line No.	Particulars	EB-2011-0029 Approved April 1, 2011 Rate (a)	Rate Change (b)	EB-2011-0135 Approved July 1, 2011 Rate (c)
	U2 Unbundled Service			
	Storage ($ / GJ)			
	Monthly demand charges:			
	Standard Storage Service (SSS)			
1	Combined Firm Space & Deliverability	0.021		0.021
	Standard Peaking Service (SPS)			
2	Combined Firm Space & Deliverability	0.102		0.102
3	Incremental firm injection right	0.921		0.921
4	Incremental firm withdrawal right	0.921		0.921
	Commodity charges:			
5	Injection customer provides compressor fuel	0.015		0.015
6	Withdrawal customer provides compressor fuel	0.015		0.015
7	Storage fuel ratio - Customer provides fuel	0.598%		0.598%
	Authorized overrun services			
	Storage ($ / GJ)			
	Commodity charges:			
8	Injection customer provides compressor fuel	0.045		0.045
9	Withdrawal customer provides compressor fuel	0.045		0.045
	U5 Unbundled Service			
	Storage ($ / GJ)			
	Monthly demand charges:			
10	Combined Firm Space & Deliverability	0.021		0.021
11	Incremental firm injection right	0.921		0.921
12	Incremental firm withdrawal right	0.921		0.921
	Commodity charges:			
13	Injection customer provides compressor fuel	0.015		0.015
14	Withdrawal customer provides compressor fuel	0.015		0.015
15	Storage fuel ratio - Customer provides fuel	0.598%		0.598%
	Delivery (cents / m^3)			
	Firm contracts			
16	Monthly demand charge	21.8523		21.8523
17	Monthly delivery commodity charge	1.6387	0.0129	1.6517
18	Transportation fuel ratio - Customer provides fuel	0.555%		0.555%
	Interruptible contracts			
19	Monthly Charge	$498.70		$498.70
	Monthly delivery commodity charge:			
20	4 800 m^3 to 17 000 m^3	1.3561	0.0129	1.3690
21	17 000 m^3 to 30 000 m^3	1.2262	0.0129	1.2391
22	30 000 m^3 to 50 000 m^3	1.1579	0.0129	1.1708
23	50 000 m^3 to 70 000 m^3	1.1100	0.0129	1.1229
24	70 000 m^3 to 100 000 m^3	1.0757	0.0129	1.0886
25	100 000 m^3 to 140 870 m^3	1.0420	0.0129	1.0549
	Authorized overrun services			
	Storage ($ / GJ)			
	Commodity charges:			
26	Injection customer provides compressor fuel	0.045		0.045
27	Withdrawal customer provides compressor fuel	0.045		0.045

UNION GAS LIMITED
Southern Operations Area
Summary of Changes to Unbundled Rates

Line No.	Particulars	EB-2011-0029 Approved April 1, 2011 Rate (a)	Rate Change (b)	EB-2011-0135 Approved July 1, 2011 Rate (c)
	U7 Unbundled Service			
	Storage ($ / GJ)			
	Monthly demand charges:			
1	Combined Firm Space & Deliverability	0.021		0.021
2	Incremental firm injection right	0.921		0.921
3	Incremental firm withdrawal right	0.921		0.921
	Commodity charges:			
4	Injection customer provides compressor fuel	0.015		0.015
5	Withdrawal customer provides compressor fuel	0.015		0.015
6	Storage fuel ratio - Customer provides fuel	0.598%		0.598%
	Delivery (cents / m^3)			
7	Monthly demand charge first 140,870 m^3	19.0898		19.0898
8	Monthly demand charge all over 140,870 m^3	13.0445		13.0445
	Commodity charges			
9	Firm Customer provides compressor fuel first 2,360,653 m^3	0.1835		0.1835
10	Firm Customer provides compressor fuel all over 2,360,653 m^3	0.0913		0.0913
	Interruptible:			
11	Maximum customer provides compressor fuel	2.4992	0.0078	2.5070
12	Transportation fuel ratio - Customer provides fuel	0.555%		0.555%
	Authorized overrun services			
	Storage ($ / GJ)			
	Commodity charges:			
13	Injection customer provides compressor fuel	0.045		0.045
14	Withdrawal customer provides compressor fuel	0.045		0.045
15	Transportation commodity charge (cents/m^3)	0.8111		0.8111
	Other Services & Charges			
16	Monthly Charge	$1,795.31		$1,795.31
	U9 Unbundled Service			
	Storage ($ / GJ)			
	Monthly demand charges:			
17	Firm space	0.021		0.021
18	Incremental firm injection right	0.921		0.921
19	Incremental firm withdrawal right	0.921		0.921
	Commodity charges:			
20	Injection customer provides compressor fuel	0.015		0.015
21	Withdrawal customer provides compressor fuel	0.015		0.015
22	Storage fuel ratio - Customer provides fuel	0.598%		0.598%
	Delivery (cents / m^3)			
23	Monthly demand charge	9.0218		9.0218
	Commodity charges			
24	Firm customer provides compressor fuel	0.0682		0.0682
25	Transportation fuel ratio - Customer provides fuel	0.723%		0.723%
	Authorized overrun services			
	Storage ($ / GJ)			
	Commodity charges:			
26	Injection customer provides compressor fuel	0.045		0.045
27	Withdrawal customer provides compressor fuel	0.045		0.045
28	Transportation commodity charge (cents/m^3)	0.3648		0.3648
	Other Services & Charges			
	Monthly Charge			
29	City of Kitchener	$17,567.33		$17,567.33
30	NRG	$2,696.77		$2,696.77
31	Six Nations	$898.92		$898.92

UNION GAS LIMITED
Summary of Changes to Storage and Transportation Rates

Line No.	Particulars ($/GJ)	EB-2011-0029 Approved April 1, 2011 Rate (a)	Rate Change (b)	EB-2011-0135 Approved July 1, 2011 Rate (c)
	M12 Transportation Service			
	Firm transportation			
	Monthly demand charges:			
1	Dawn to Kirkwall	1.985		1.985
2	Dawn to Oakville/Parkway	2.332		2.332
	M12-X Firm Transportation			
3	Between Dawn, Kirkwall and Parkway	2.877		2.877
	Commodity charges:			
4	Easterly	Note (1)		Note (1)
5	Westerly	Note (1)		Note (1)
6	Parkway (TCPL) to Parkway (Cons)	Note (1)		Note (1)
	Limited Firm/Interruptible			
	Monthly demand charges:			
7	Maximum	5.597		5.597
	Commodity charges :			
8	Others	Note (1)		Note (1)
	Authorized Overrun			
	Transportation commodity charges:			
	Easterly:			
9	Dawn to Kirkwall - Union supplied fuel	Note (1)		Note (1)
10	Dawn to Oakville/Parkway - Union supplied fuel	Note (1)		Note (1)
11	Dawn to Kirkwall - Shipper supplied fuel	0.065 (1)		0.065 (1)
12	Dawn to Oakville/Parkway - Shipper supplied fuel	0.077 (1)		0.077 (1)
13	Westerly - Union supplied fuel	Note (1)		Note (1)
14	Westerly - Shipper supplied fuel	0.077 (1)		0.077 (1)
	M12-X Firm Transportation			
15	Between Dawn, Kirkwall and Parkway - Union supplied fuel	Note (1)		Note (1)
16	Between Dawn, Kirkwall and Parkway - Shipper supplied fuel	0.095 (1)		0.095 (1)
	M13 Transportation of Locally Produced Gas			
17	Monthly fixed charge per customer station	$656.48		$656.48
18	Transmission commodity charge to Dawn	0.025		0.025
19	Commodity charge - Union supplies fuel	0.020	0.001	0.021
20	Commodity charge - Shipper supplies fuel	Note (2)		Note (2)
21	Authorized Overrun - Union supplies fuel	0.077	0.001	0.078
22	Authorized Overrun - Shipper supplies fuel	0.057 (2)		0.057 (2)

Notes:
(1) Monthly fuel rates and ratios per Schedule "C".
(2) Plus customer supplied fuel per rate schedule.

UNION GAS LIMITED
Summary of Changes to Storage and Transportation Rates

Line No.	Particulars ($/GJ)	EB-2011-0029 Approved April 1, 2011 Rate (a)	Rate Change (b)	EB-2011-0135 Approved July 1, 2011 Rate (c)
	M16 Storage Transportation Service			
1	Monthly fixed charge per customer station	$664.93		$664.93
	Monthly demand charges:			
2	East of Dawn	0.727		0.727
3	West of Dawn	0.971		0.971
4	Transmission commodity charge to Dawn	0.025		0.025
	Transportation Fuel Charges to Dawn:			
5	East of Dawn - Union supplied fuel	0.020	0.001	0.021
6	West of Dawn - Union supplied fuel	0.020	0.001	0.021
7	East of Dawn - Shipper supplied fuel	Note (2)		Note (2)
8	West of Dawn - Shipper supplied fuel	Note (2)		Note (2)
	Transportation Fuel Charges to Pools:			
9	East of Dawn - Union supplied fuel	0.025	0.001	0.026
10	West of Dawn - Union supplied fuel	0.029	0.001	0.030
11	East of Dawn - Shipper supplied fuel	Note (2)		Note (2)
12	West of Dawn - Shipper supplied fuel	Note (2)		Note (2)
	Authorized Overrun			
	Transportation Fuel Charges to Dawn:			
13	East of Dawn - Union supplied fuel	0.069	0.001	0.070
14	West of Dawn - Union supplied fuel	0.077	0.001	0.078
15	East of Dawn - Shipper supplied fuel	0.049 (2)		0.049 (2)
16	West of Dawn - Shipper supplied fuel	0.057 (2)		0.057 (2)
	Transportation Fuel Charges to Pools:			
17	East of Dawn - Union supplied fuel	0.049	0.001	0.050
18	West of Dawn - Union supplied fuel	0.061	0.001	0.062
19	East of Dawn - Shipper supplied fuel	0.024 (2)		0.024 (2)
20	West of Dawn - Shipper supplied fuel	0.032 (2)		0.032 (2)
	C1 Storage & Cross Franchise Transportation Service			
	Transportation service			
	Monthly demand charges:			
21	St. Clair / Bluewater & Dawn	0.971		0.971
22	Ojibway & Dawn	0.971		0.971
23	Parkway to Dawn	0.545		0.545
24	Parkway to Kirkwall	0.545		0.545
25	Kirkwall to Dawn	1.176		1.176
26	Dawn to Kirkwall	1.985		1.985
27	Dawn to Parkway	2.332		2.332
28	Dawn to Dawn-Vector	0.042		0.042
29	Dawn to Dawn-TCPL	0.220		0.220
	Short-term:			
30	Maximum	75.00		75.00
	Commodity charges:			
31	St. Clair / Bluewater & Dawn - Union supplied fuel (Nov. 1 - Mar. 31)	0.026	0.001	0.027
32	St. Clair / Bluewater & Dawn - Union supplied fuel (Apr. 1 - Oct. 31)	0.022	0.001	0.023
33	Ojibway & Dawn - Union supplied fuel (Nov. 1 - Mar. 31)	0.032	0.001	0.033
34	Ojibway & Dawn - Union supplied fuel (Apr. 1 - Oct. 31)	0.029	0.001	0.030
35	Parkway to Kirkwall / Dawn - Union supplied fuel (Nov. 1 - Mar. 31)	0.020	0.001	0.021
36	Parkway to Kirkwall / Dawn - Union supplied fuel (Apr. 1 - Oct. 31)	0.022	0.001	0.023
37	Kirkwall to Dawn - Union supplied fuel (Nov. 1 - Mar. 31)	0.020	0.001	0.021
38	Kirkwall to Dawn - Union supplied fuel (Apr. 1 - Oct. 31)	0.022	0.001	0.023
39	Dawn to Kirkwall - Union supplied fuel (Nov. 1 - Mar. 31)	0.068	0.003	0.071
40	Dawn to Kirkwall - Union supplied fuel (Apr. 1 - Oct. 31)	0.031	0.001	0.032
41	Dawn to Parkway - Union supplied fuel (Nov. 1 - Mar. 31)	0.068	0.003	0.071
42	Dawn to Parkway - Union supplied fuel (Apr. 1 - Oct.31)	0.031	0.001	0.032

Notes:
(1) Monthly fuel rates and ratios per Schedule "C".
(2) Plus customer supplied fuel per rate schedule.

UNION GAS LIMITED
Summary of Changes to Storage and Transportation Rates

Line No.	Particulars ($/GJ)	EB-2011-0029 Approved April 1, 2011 Rate (a)	Rate Change (b)	EB-2011-0135 Approved July 1, 2011 Rate (c)
	C1 Storage & Cross Franchise Transportation Service			
	Transportation service cont'd			
1	St. Clair / Bluewater & Dawn - Shipper supplied fuel (Nov. 1 - Mar. 31)	Note (2)		Note (2)
2	St. Clair / Bluewater & Dawn - Shipper supplied fuel (Apr. 1 - Oct. 31)	Note (2)		Note (2)
3	Ojibway & Dawn - Shipper supplied fuel (Nov. 1 - Mar. 31)	Note (2)		Note (2)
4	Ojibway & Dawn - Shipper supplied fuel (Apr. 1 - Oct. 31)	Note (2)		Note (2)
5	Parkway to Kirkwall / Dawn - Shipper supplied fuel (Nov. 1 - Mar. 31)	Note (2)		Note (2)
6	Parkway to Kirkwall / Dawn - Shipper supplied fuel (Apr. 1 - Oct. 31)	Note (2)		Note (2)
7	Kirkwall to Dawn - Shipper supplied fuel (Nov. 1 - Mar. 31)	Note (2)		Note (2)
8	Kirkwall to Dawn - Shipper supplied fuel (Apr. 1 - Oct. 31)	Note (2)		Note (2)
9	Dawn to Kirkwall - Shipper supplied fuel (Nov. 1 - Mar. 31)	Note (2)		Note (2)
10	Dawn to Kirkwall - Shipper supplied fuel (Apr. 1 - Oct. 31)	Note (2)		Note (2)
11	Dawn to Parkway - Shipper supplied fuel (Nov. 1 - Mar. 31)	Note (2)		Note (2)
12	Dawn to Parkway - Shipper supplied fuel (Apr. 1 - Oct.31)	Note (2)		Note (2)
13	Dawn to Dawn-Vector - Shipper supplied fuel (Nov. 1 - Mar. 31)	n/a		n/a
14	Dawn to Dawn-Vector - Shipper supplied fuel (Apr. 1 - Oct . 31)	Note (2)		Note (2)
15	Dawn to Dawn-TCPL - Shipper supplied fuel (Nov. 1 - Mar. 31)	Note (2)		Note (2)
16	Dawn to Dawn-TCPL - Shipper supplied fuel (Apr. 1 - Oct . 31)	Note (2)		Note (2)
	Interruptible commodity charges:			
17	Maximum	75.00		75.00
18	Dawn(Tecumseh), Dawn(Facilities or TCPL), Dawn (Vector) and Dawn (TSLE)	Note (2)		Note (2)
	Authorized Overrun			
	Firm transportation commodity charges:			
19	St. Clair / Bluewater & Dawn - Union supplied fuel (Nov. 1 - Mar. 31)	0.059	0.001	0.060
20	St. Clair / Bluewater & Dawn - Union supplied fuel (Apr. 1 - Oct. 31)	0.053	0.001	0.054
21	Ojibway & Dawn - Union supplied fuel (Nov. 1 - Mar. 31)	0.066	0.001	0.067
22	Ojibway & Dawn - Union supplied fuel (Apr. 1 - Oct. 31)	0.062	0.001	0.063
23	Parkway to Kirkwall / Dawn - Union supplied fuel (Nov. 1 - Mar. 31)	0.017	0.002	0.019
24	Parkway to Kirkwall / Dawn - Union supplied fuel (Apr. 1 - Oct. 31)	0.019	0.002	0.021
25	Kirkwall to Dawn - Union supplied fuel (Nov. 1 - Mar. 31)	0.017	0.002	0.019
26	Kirkwall to Dawn - Union supplied fuel (Apr. 1 - Oct. 31)	0.019	0.002	0.021
27	Dawn to Kirkwall - Union supplied fuel (Nov. 1 - Mar. 31)	0.112	0.004	0.116
28	Dawn to Kirkwall - Union supplied fuel (Apr. 1 - Oct. 31)	0.076	0.002	0.078
29	Dawn to Parkway - Union supplied fuel (Nov. 1 - Mar. 31)	0.122	0.004	0.126
30	Dawn to Parkway - Union supplied fuel (Apr. 1 - Oct.31)	0.087	0.002	0.089
31	St. Clair / Bluewater & Dawn - Shipper supplied fuel (Nov. 1 - Mar. 31)	0.032 (2)		0.032 (2)
32	St. Clair / Bluewater & Dawn - Shipper supplied fuel (Apr. 1 - Oct. 31)	0.032 (2)		0.032 (2)
33	Ojibway & Dawn - Shipper supplied fuel (Nov. 1 - Mar. 31)	0.032 (2)		0.032 (2)
34	Ojibway & Dawn - Shipper supplied fuel (Apr. 1 - Oct. 31)	0.032 (2)		0.032 (2)
35	Parkway to Kirkwall / Dawn - Shipper supplied fuel (Nov. 1 - Mar. 31)	0.018 (2)		0.018 (2)
36	Parkway to Kirkwall / Dawn - Shipper supplied fuel (Apr. 1 - Oct. 31)	0.018 (2)		0.018 (2)
37	Kirkwall to Dawn - Shipper supplied fuel (Nov. 1 - Mar. 31)	0.039 (2)		0.039 (2)
38	Kirkwall to Dawn - Shipper supplied fuel (Apr. 1 - Oct. 31)	0.039 (2)		0.039 (2)
39	Dawn to Kirkwall - Shipper supplied fuel (Nov. 1 - Mar. 31)	0.065 (2)		0.065 (2)
40	Dawn to Kirkwall - Shipper supplied fuel (Apr. 1 - Oct. 31)	0.065 (2)		0.065 (2)
41	Dawn to Parkway - Shipper supplied fuel (Nov. 1 - Mar. 31)	0.077 (2)		0.077 (2)
42	Dawn to Parkway - Shipper supplied fuel (Apr. 1 - Oct.31)	0.077 (2)		0.077 (2)
43	Dawn to Dawn-Vector - Shipper supplied fuel (Nov. 1 - Mar. 31)	n/a (2)		n/a (2)
44	Dawn to Dawn-Vector - Shipper supplied fuel (Apr. 1 - Oct . 31)	0.001 (2)		0.001 (2)
45	Dawn to Dawn-TCPL - Shipper supplied fuel (Nov. 1 - Mar. 31)	0.007 (2)		0.007 (2)
46	Dawn to Dawn-TCPL - Shipper supplied fuel (Apr. 1 - Oct . 31)	0.007 (2)		0.007 (2)
	Short Term Firm transportation commodity charges:			
47	Maximum	75.00		75.00

Notes:
(1) Monthly fuel rates and ratios per Schedule "C".
(2) Plus customer supplied fuel per rate schedule.

APPENDIX B

RATE 01A - SMALL VOLUME GENERAL FIRM SERVICE

ELIGIBILITY

Any customer in Union's Fort Frances, Western, Northern or Eastern Zones who is an end user whose total gas requirements at that location are equal to or less than 50,000 m^3 per year.

SERVICES AVAILABLE

The following services are available under this rate schedule:

(a) **Sales Service**

For continuous supply of natural gas by Union and associated transportation and storage services necessary to ensure deliverability in accordance with the customer's needs. For this service, the Monthly, Delivery and Gas Supply Charges shall apply.

(b) **Transportation Service**

For continuous delivery on Union's distribution system from the Point of Receipt on TCPL's system to the Point of Consumption on the customer's premises of natural gas owned by the customer and transported by TCPL under a firm transportation service tariff or equivalent National Energy Board Order. For this service, the Monthly and Delivery Charges shall apply. Unless otherwise authorized by Union, customers who initiate a movement to Transportation Service from a Sales Service or Bundled Transportation Service must accept an assignment from Union of transportation capacity on upstream pipeline systems.

(c) **Bundled Transportation Service**

For continuous delivery by Union of gas owned by the customer and for the associated transportation and storage services necessary to ensure deliverability in accordance with the customer's needs. For this service the Monthly, and Delivery Charges, as well as the Storage and Transportation Charges of the Gas Supply Charge shall apply.

MONTHLY RATES AND CHARGES

Zone	Fort Frances	Western	Northern	Eastern
Rate Schedule No.	201	101	301	601
	APPLICABLE TO ALL SERVICES			
MONTHLY CHARGE	$20.00	$20.00	$20.00	$20.00
DELIVERY CHARGE	¢ per m^3	¢ per m^3	¢ per m^3	¢ per m^3
First 100 m^3 per month @	7.8177	7.8177	7.8177	7.8177
Next 200 m^3 per month @	7.2932	7.2932	7.2932	7.2932
Next 200 m^3 per month @	6.9205	6.9205	6.9205	6.9205
Next 500 m^3 per month @	6.5785	6.5785	6.5785	6.5785
Over 1,000 m^3 per month @	6.2960	6.2960	6.2960	6.2960
Delivery-Price Adjustment (All Volumes)	-	-	-	-

ADDITIONAL CHARGES FOR SALES SERVICE

GAS SUPPLY CHARGES

Gas Supply Charge (if applicable)

The gas supply charge is comprised of charges for transportation and for commodity and fuel.
The applicable rates are provided in Schedule "A".

MONTHLY BILL

The monthly bill will equal the sum of the monthly charges plus the rates multiplied by the applicable gas quantities delivered plus all applicable taxes. If the customer transports its own gas, the Gas Supply Charge under Sales Service will not apply.

MINIMUM MONTHLY BILL

The Minimum Monthly Bill shall be the Monthly Charge.

DELAYED PAYMENT

When payment of the monthly bill has not been made in full 16 days after the bill has been issued, the unpaid balance including previous arrears shall be increased by 1.5% (annual effective rate of 19.56%).

SERVICE AGREEMENT

Customers providing their own gas supply in whole or in part, for transportation by Union, must enter into a Service Agreement with Union.

TERMS AND CONDITIONS OF SERVICE

1. If multiple end-users are receiving service from a customer under this rate, for billing purposes, the Monthly Charge, the Delivery Charge and any other charge that is specific to the location of each end-user shall be used to develop a monthly bill for each end-user at each location. Upon request, possibly for a fee, Union will combine the individual bills on a single invoice or statement for administrative convenience. However, Union will not combine the quantities or demands of several end-use locations so that eligibility to a different rate class will result. Further, Union will not combine the monthly billing data of individual end-users to generate a single bill which is less than the sum of the monthly bills of the individual end-users involved at each location.

2. Customers must enter into a Service Agreement with Union prior to the commencement of service.

3. The identified rates (excluding gas supply charges, if applicable) represent maximum prices for service. These rates may change periodically. Multi-year prices may also be negotiated, which may be higher than the identified rates.

RATE 10 - LARGE VOLUME GENERAL FIRM SERVICE

ELIGIBILITY

Any customer in Union's Fort Frances, Western, Northern or Eastern Zones who is an end-user whose total firm gas requirements at one or more Company-owned meters at one location exceed 50,000 m^3 per year.

SERVICES AVAILABLE

The following services are available under this rate schedule:

(a) **Sales Service**

For continuous supply of natural gas by Union and associated transportation and storage services necessary to ensure deliverability in accordance with the customer's needs. For this service, the Monthly, Delivery and Gas Supply Charges shall apply.

(b) **Transportation Service**

For continuous delivery on Union's distribution system from the Point of Receipt on TCPL's system to the Point of Consumption on the customer's premises of natural gas owned by the customer and transported by TCPL under a firm transportation service tariff or equivalent National Energy Board Order. For this service, the Monthly, and Delivery Charges shall apply. Unless otherwise authorized by Union, customers who initiate a movement to Transportation Service from a Sales Service or Bundled Transportation Service must accept an assignment from Union of transportation capacity on upstream pipeline systems. Customers may reduce their assignment of transportation capacity in compliance with Union's Turnback Policy.

(c) **Bundled Transportation Service**

For continuous delivery by Union of gas owned by the customer and for the associated transportation and storage services necessary to ensure deliverability in accordance with the customer's needs. For this service the Monthly, and Delivery Charges, as well as the Storage and Transportation Charges of the Gas Supply Charge shall apply.

MONTHLY RATES AND CHARGES

Zone	Fort Frances	Western	Northern	Eastern
Rate Schedule No.	210	110	310	610
	APPLICABLE TO ALL SERVICES			
MONTHLY CHARGE	$70.00	$70.00	$70.00	$70.00
DELIVERY CHARGE	¢ per m^3	¢ per m^3	¢ per m^3	¢ per m^3
First 1,000 m^3 per month @	6.7978	6.7978	6.7978	6.7978
Next 9,000 m^3 per month @	5.3842	5.3842	5.3842	5.3842
Next 20,000 m^3 per month @	4.5780	4.5780	4.5780	4.5780
Next 70,000 m^3 per month @	4.0619	4.0619	4.0619	4.0619
Over 100,000 m^3 per month @	2.1067	2.1067	2.1067	2.1067
Delivery-Price Adjustment (All Volumes)	-	-	-	-

ADDITIONAL CHARGES FOR SALES SERVICE

GAS SUPPLY CHARGES

Gas Supply Charge (if applicable)

The gas supply charge is comprised of charges for transportation and for commodity and fuel.
The applicable rates are provided in Schedule "A".

MONTHLY BILL

The monthly bill will equal the sum of the monthly charges plus the rates multiplied by the applicable gas quantities delivered plus all applicable taxes. If the customer transports its own gas, the Gas Supply Charge under Sales Service will not apply.

MINIMUM MONTHLY BILL

The Minimum Monthly Bill shall be the Monthly Charge.

DELAYED PAYMENT

When payment of the monthly bill has not been made in full 16 days after the bill has been issued, the unpaid balance including previous arrears shall be increased by 1.5% (annual effective rate of 19.56%).

SERVICE AGREEMENT

Customers providing their own gas supply in whole or in part, for transportation by Union and customers purchasing gas from Union with maximum daily requirements in excess of 3,000 m^3 per day must enter into a Service Agreement with Union.

TERMS AND CONDITIONS OF SERVICE

1. Service shall be for a minimum term of one year.

2. If multiple end-users are receiving service from a customer under this rate, for billing purposes, the Monthly Charge, the Delivery Charge and any other charge that is specific to the location of each end-user shall be used to develop a monthly bill for each end-user at each location. Upon request, possibly for a fee, Union will combine the individual bills on a single invoice or statement for administrative convenience. However, Union will not combine the quantities or demands of several end-use locations so that eligibility to a different rate class will result. Further, Union will not combine the monthly billing data of individual end-users to generate a single bill which is less than the sum of the monthly bills of the individual end-users involved at each location.

3. Customers must enter into a Service Agreement with Union prior to the commencement of service.

4. For the purposes of qualifying for a rate class, the total quantities of gas consumed or expected to be consumed on the customer's contiguous property will be used, irrespective of the number of meters installed.

5. The identified rates (excluding gas supply charges, if applicable) represent maximum prices for service. These rates may change periodically. Multi-year prices may also be negotiated, which may be higher than the identified rates.

RATE 20 - MEDIUM VOLUME FIRM SERVICE

ELIGIBILITY

Any customer in Union's Fort Frances, Western, Northern or Eastern Zones who is an end-user or who is authorized to serve an end-user of gas through one or more Company-owned meters at one location, and whose total maximum daily requirements for firm or combined firm and interruptible service is 14,000 m^3 or more.

SERVICES AVAILABLE

The following services are available under this rate schedule:

(a) **Sales Service**

For continuous supply of natural gas by Union and associated transportation and storage services necessary to ensure deliverability in accordance with the customer's needs. For this service, the Monthly, Delivery and Gas Supply Charges shall apply.

(b) **Transportation Service**

For continuous delivery on Union's distribution system from the Point of Receipt on TCPL's system to the Point of Consumption on the customer's premises of natural gas owned by the customer. The customer is responsible for obtaining the requisite regulatory approvals for the supply and transmission of such gas to Union's distribution system. For this service, the Monthly, Delivery, Transportation Account and Diversion Transaction Charges shall apply. Unless otherwise authorized by Union, customers who initiate a movement to Transportation Service from a Sales Service or Bundled Transportation Service must accept an assignment from Union of transportation capacity on upstream pipeline systems. Customers may reduce their assignment of transportation capacity in compliance with Union's Turnback Policy.

(c) **Bundled Transportation Service**

For continuous delivery by Union of gas owned by the customer and for the associated transportation and storage services necessary to ensure deliverability in accordance with the customer's needs. For this service the Monthly, Delivery, Gas Supply Demand and Commodity Transportation Charges shall apply.

(d) **Storage Service**

For load balancing purposes for customers using Transportation Service on this rate schedule. If at the sole discretion of Union, adequate supplies exist, bundled and unbundled storage and delivery/redelivery services will be provided.

The charge for Bundled Storage Service will consist of the charges for Transportation Service plus the charges for Bundled Storage Service.

The charge for Unbundled Storage Service will consist of the charges for Transportation Service plus the charges for Unbundled Storage Service which must include charges for delivery/redelivery service to/from storage.

NOTE: Union has a short-term intermittent gas supply service under Rate 30 of which customers may avail themselves, if they qualify for use of the service.

MONTHLY RATES AND CHARGES

APPLICABLE TO ALL SERVICES - ALL ZONES (1)

MONTHLY CHARGE	$777.97
DELIVERY CHARGES (cents per month per m^3)	
Monthly Demand Charge for first 70,000 m^3 of Contracted Daily Demand	20.1961
Monthly Demand Charge for all units over 70,000 m^3 of Contracted Daily Demand	11.8763
Commodity Charge for first 852,000 m^3 of gas volumes delivered	0.3699
Commodity Charge for all units over 852,000 m^3 of gas volumes delivered	0.2692

NOTE
(1) Either the utility or a customer, or potential customer, may apply to the Ontario Energy Board to fix rates, charges and terms and conditions applicable thereto, different from the rates, charges and terms and conditions specified herein if changed rates, charges and terms and conditions are considered by either party to be necessary, desirable and in the public interest.

ADDITIONAL CHARGES FOR SALES SERVICE

Gas Supply Charge

The gas supply charge is comprised of charges for transportation and for commodity and fuel.
The applicable rates are provided in Schedule "A".

Commodity Transportation

Charge 1 applies for all gas volumes delivered in the billing month up to the volume represented by the Contract Demand multiplied by the number of days in the billing month multiplied by 0.4.

Charge 2 applies for all additional gas volumes delivered in the billing month.

HEAT CONTENT ADJUSTMENT

The gas supply commodity charges hereunder will be adjusted upwards or downwards as described below if the average total heating value of the gas per cubic metre (m^3) determined in accordance with Union's Terms and Conditions in any month falls above or below 37.89 MJ per m^3, respectively.

The adjustment shall be determined by multiplying the amount otherwise payable by a fraction, where the numerator is the monthly weighted average total heating value per cubic meter and the denominator 37.89.

COMMISSIONING AND DECOMMISSIONING RATE

The contract may provide that the Monthly Demand Charges specified above shall not apply on all or part of the daily contracted demand used by the customer either during the testing, commissioning and phasing in of gas using equipment or, alternatively, in the decommissioning and phasing out of gas using equipment being displaced by other gas using equipment, for a period not to exceed one year ("the transition period"). To be eligible the new or displaced gas using equipment must be separately meterable. In such event, the contract will provide the following rates that such volume during the transitional period will be charged.

Zone	Fort Frances	Western	Northern	Eastern
Rate Schedule No.	220	120	320	620
MONTHLY CHARGE	$777.97	$777.97	$777.97	$777.97
DELIVERY CHARGES	cents per m^3	cents per m^3	cents per m^3	cents per m^3
Commodity Charge for each unit of gas volumes delivered	1.6978	1.6978	1.6978	1.6978

GAS SUPPLY CHARGES
The gas supply charge is comprised of charges for transportation and for commodity and fuel.
The applicable rates are provided in Schedule "A".

ADDITIONAL CHARGES FOR TRANSPORTATION AND STORAGE SERVICES – ALL ZONES

MONTHLY TRANSPORTATION ACCOUNT CHARGE	
For customers that currently have installed or will require installing telemetering equipment	$219.43
BUNDLED (T-SERVICE) STORAGE SERVICE CHARGES	
Monthly Demand Charge for each unit of Contracted Daily Storage Withdrawal Entitlement ($/GJ/Month)	$11.125
Monthly Storage Demand- Price Adjustment for each unit of Contracted Daily Storage Withdrawal Entitlement: ($/GJ/Month)	-
Commodity Charge for each unit of gas withdrawn from storage ($/GJ)	$0.239
Authorized Overrun Commodity Charge on each additional unit of gas Union authorizes for withdrawal from storage ($/GJ)	$0.605

The Authorized Overrun Commodity Charge is payable on all quantities on any Day in excess of the customer's contractual rights, for which authorization has been received. Overrun will be authorized by Union at its sole discretion.

UNBUNDLED STORAGE SERVICE CHARGES	
Storage Space Charge:	
Applied to Contracted Maximum Storage Balance ($/GJ/Month)	$0.031
Fuel Ratio:	
Applied to all gas injected and withdrawn from storage (%)	0.598%
Commodity Charge:	
Applied to all gas injected and withdrawn from storage ($/GJ)	$0.015
UNBUNDLED STORAGE SERVICE AUTHORIZED OVERRUN CHARGES	
Fuel Ratio:	
Applied to all gas injected and withdrawn from storage (%)	1.03%
Commodity Charge:	
Applied to all gas injected and withdrawn from storage ($/GJ)	$0.072

The Authorized Overrun Commodity Charge is payable on all quantities on any Day in excess of the customer's contractual rights, for which authorization has been received. Overrun will be authorized by Union at its sole discretion.

UNBUNDLED STORAGE SERVICE UNAUTHORIZED OVERRUN CHARGES

If in any month, the customer has gas in storage in excess of the contracted Maximum Storage Space or the gas storage balance for the account of the customer is less than zero or the customer has injected or withdrawn volumes from storage which exceeds their contractual rights, and which has not been authorized by Union or provided for under a short term storage/balancing service, such an event will constitute an occurrence of Unauthorized Overrun. The Unauthorized Overrun rate during the November 1 to April 15 period will be $60.00 per GJ. The Unauthorized Overrun rate during the April 16 to October 31 period will be $6.000 per GJ.

UNBUNDLED SERVICE NOMINATION VARIANCES

The rate for unauthorized parking or drafting which results from nomination variances shall be equal to 50% of the "Daily Balancing Fee" rate as described under Article XXII of TransCanada PipeLines Transportation Tariff. No Daily Balancing Fee is payable on the portion of the nomination variance which is less than the greater of 4% of the nominated amount and 150 GJ.

Zone	Fort Frances	Western	Northern	Eastern
Rate Schedule No.	220	120	320	620
Delivery Service to Storage Facilities (1)				
Demand Charge ($/GJ/month)	N/A	$29.227	$12.025	$1.202
Commodity ($/GJ)	N/A	$0.032	$0.024	$0.019
Redelivery Service from Storage Facilities				
Demand Charge ($/GJ/month)	$2.231	$2.231	$2.231	$5.847
Commodity ($/GJ)	N/A	$0.095	$0.095	$0.099

Notes:

1. Delivery Service to Storage Facilities is not available to Northern Zone Customers in the Sault Ste. Marie Delivery Area (SSMDA).

2. Daily Firm injection and Withdrawal Rights shall be pursuant to the storage contract.

3. Storage Space, Withdrawal Rights and Injection Rights are not assignable to any other party without the prior written consent of Union and where necessary, approval from the Ontario Energy Board.

DIVERSION TRANSACTION CHARGE

Charge to a customer Receiving Delivery of diverted gas each time such customer requests a diversion and Union provides the service: $10.00

THE BILL

The bill will equal the sum of the charges for all services selected plus the rates multiplied by the applicable gas quantities delivered or withdrawn for each service chosen plus all applicable taxes. If the customer transports its own gas, the Gas Supply Charge under Sales Service will not apply. If the customer selects Union's Sales Service which includes the Gas Supply Charge, no additional charges for Transportation and Storage Services will apply.

MINIMUM BILL

The minimum bill shall be the Monthly Charge, the Transportation Account Charge and the Demand Charges, as applicable.

DELAYED PAYMENT

When payment of the monthly bill has not been made in full 16 days after the bill has been issued, the unpaid balance including previous arrears shall be increased by 1.5% (annual effective rate of 19.56%).

SERVICE AGREEMENT

All customers must enter into a Service Agreement with Union before receiving service under this rate schedule.

TERMS AND CONDITIONS OF SERVICE

1. Service shall be for a minimum term of one year.
2. If multiple end-users are receiving service from a customer under this rate, for billing purposes, the Monthly Charge, the Delivery Charge, the Transportation Account Charge and any other charge that is specific to the location of each end-user shall be used to develop a monthly bill for each end-user at each location. Upon request, possibly for a fee, Union will combine the individual bills on a single invoice or statement for administrative convenience. However, Union will not combine the quantities or demands of several end-use locations so that eligibility to a different rate class will result. Further, Union will not combine the billing data of individual end-users to generate a single bill which is less than the sum of the bills of the individual end-users involved at each location.
3. Customers must enter into a Service Agreement with Union prior to the commencement of service.
4. For the purposes of qualifying for a rate class, the total quantities of gas consumed or expected to be consumed on the customer's contiguous property will be used, irrespective of the number of meters installed.
5. The identified rates (excluding gas supply charges, if applicable) represent maximum prices for service. These rates may change periodically. Multi-year prices may also be negotiated, which may be higher than the identified rates.

RATE 25 - LARGE VOLUME INTERRUPTIBLE SERVICE

ELIGIBILITY

Any customer in Union's Fort Frances, Western, Northern or Eastern Zones who is an end-user or who is authorized to serve an end-user of gas through one or more Company-owned meters at one location, and whose total maximum daily interruptible requirement is 3,000 m^3 or more or the interruptible portion of a maximum daily requirement for combined firm and interruptible service is 14,000 m^3 or more and whose operations, in the judgement of Union, can readily accept interruption and restoration of gas service.

SERVICES AVAILABLE

The following services are available under this rate schedule:

(a) **Sales Service**

For interruptible supply of natural gas by Union and associated transportation services necessary to ensure its delivery in accordance with customer's needs. For this service, the Monthly, Delivery and Gas Supply Charges shall apply.

(b) **Transportation Service**

For delivery of natural gas owned by the customer on Union's distribution system from the Point of Receipt from TCPL's system to the Point of Consumption on the customer's or end-user's premises, providing that, in the judgement of Union, acting reasonably, the customer-owned gas does not displace service from Union under a Rate 20 or Rate 100 contract specific to that location. The customer is responsible for obtaining the requisite regulatory approvals for the supply and transmission of such gas to Union's distribution system. For this service, the Monthly, Delivery, Transportation Account and Diversion Transaction Charges shall apply.

NOTE: Union has a short-term intermittent gas supply service under Rate 30 which customers may avail themselves of, if they qualify for use of the service.

MONTHLY RATES AND CHARGES

APPLICABLE TO ALL SERVICES – ALL ZONES (1)

MONTHLY CHARGE	$189.51
DELIVERY CHARGES	cents per m^3
A Delivery Price for all volumes delivered to the customer to be negotiated between Union and the customer and the average price during the period in which these rates remain in effect shall not exceed:	4.1943

Notes:
(1) Either the utility or a customer, or potential customer, may apply to the Ontario Energy Board to fix rates, charges and terms and conditions applicable thereto, different from the rates, charges and terms and conditions specified herein if changed rates, charges and terms and conditions are considered by either party to be necessary, desirable and in the public interest.

ADDITIONAL CHARGES FOR SALES SERVICE

Gas Supply Charge
As per applicable rate provided in Schedule "A".

Interruptible Service
Applicable all year at a price agreed upon between Union and the customer and the average price during the period in which these rates remain in effect.

HEAT CONTENT ADJUSTMENT

The gas supply commodity charges hereunder will be adjusted upwards or downwards as described below if the average total heating value of the gas per cubic metre (m^3) determined in accordance with Union's Terms and Conditions in any month falls above or below 37.89 MJ per m^3, respectively.

The adjustment shall be determined by multiplying the amount otherwise payable by a fraction, where the numerator is the monthly weighted average total heating value per cubic meter and the denominator 37.89.

ADDITIONAL CHARGES FOR TRANSPORTATION – ALL ZONES

MONTHLY TRANSPORTATION ACCOUNT CHARGE:
For customers that currently have installed or will require installing telemetering equipment. $219.43

THE BILL

The bill will equal the sum of the monthly charges for all services selected plus the rates multiplied by the applicable gas volumes delivered or withdrawn for each service chosen plus all applicable taxes. If the customer transports its own gas, the Gas Supply Charge under Sales Service will not apply. If the customer selects Union's Sales Service which includes the Gas Supply Charge, no additional charges for Transportation will apply.

MINIMUM BILL

The minimum bill shall be the Monthly Charge and the Transportation Account Charge, if applicable.

DELAYED PAYMENT

When payment of the monthly bill has not been made in full, 16 days after the bill has been issued, the unpaid balance including previous arrears shall be increased by 1.5% (annual effective rate of 19.56%).

SERVICE AGREEMENT

All customers must enter into a Service Agreement with Union before receiving service under this rate schedule.

TERMS AND CONDITIONS OF SERVICE

1. Service shall be for a minimum term of one year.

2. If multiple end-users are receiving service from a customer under this rate, for billing purposes, the Monthly Charge, the Delivery Charge, the Transportation Account Charge and any other charge that is specific to the location of each end-user shall be used to develop a monthly bill for each end-user at each location. Upon request, Union will combine the individual bills on a single invoice or statement for administrative convenience. However, Union will not combine the volumes or demands of several end-use locations so that eligibility to a different rate class will result. Further, Union will not combine the monthly billing data of individual end-users to generate a single bill which is less than the sum of the monthly bills of the individual end-users involved at each location.

3. Customers must enter into a Service Agreement with Union prior to the commencement of service.

4. For the purposes of qualifying for a rate class, the total volumes of gas consumed or expected to be consumed on the customer's contiguous property will be used, irrespective of the number of meters installed.

5. The identified rates (excluding gas supply charges, if applicable) represent maximum prices for service. These rates may change periodically. Multi-year prices may also be negotiated, which may be higher than the identified rates.

RATE 30 - INTERMITTENT GAS SUPPLY SERVICE
AND SHORT TERM STORAGE / BALANCING SERVICE

ELIGIBILITY

Any customer in Union's Fort Frances, Western, Northern or Eastern Zones already connected to Union's gas distribution system who is an end-user or is authorized to serve an end-user.

SERVICE AVAILABLE

For intermittent, short-term gas supply which will be a substitute for energy forms other than Company owned gas sold under other rate schedules. This may include situations where customer-owned gas supplies are inadequate and short-term backstopping service is requested or during a situation of curtailment on the basis of price when the purchase price of Spot gas is outside the interruptible service price range. The gas supply service available hereunder is offered only in conjunction with service to the customer under an applicable firm or interruptible service rate schedule of Union. The service is for intermittent gas supply and short term storage / balancing service and will be billed in combination with Monthly, Delivery, and other applicable charges for such services under the applicable rate schedule. Gas supply under this rate will be provided when, at the sole discretion of Union, adequate supplies are available.

GAS SUPPLY CHARGE

The gas supply charge shall be \$5.00 per 10^3m^3 plus the greater of the incremental cost of gas for Union and the customer's gas supply charge.

SHORT TERM STORAGE / BALANCING SERVICE

Short Term Storage / Balancing Service is:
i) a combined space and interruptible deliverability service for short-term or off-peak storage in Union's storage facilities, OR
ii) short-term firm deliverability, OR
iii) a component of an operational balancing service offered.

In negotiating the rate to be charged for service, the matters that are to be considered include:
i) the minimum amount of storage service to which a customer is willing to commit,
ii) whether the customer is contracting for firm or interruptible service during Union's peak or non-peak periods,
iii) utilization of facilities, and
iv) competition.

A commodity charge to be negotiated between Union and the customer not to exceed \$6.000/GJ.

THE BILL

The bill for gas supply and/or short term supplemental services under this rate shall be rendered in conjunction with the billing for delivery and other services under the customer's applicable rate for such services.

SERVICE AGREEMENT

All customers must enter into a Service Agreement with Union for this service and must agree therein to curtail or interrupt use of gas under this rate schedule whenever requested to do so by Union.

TERMS AND CONDITIONS OF SERVICE

1. Failure of the customer to interrupt or curtail use of gas on this rate as requested by Union shall be subject to the Unauthorized Overrun Gas Penalty as provided in Union's Terms and Conditions. Anytime the customer has such failure, Union reserves the right to cancel service under this rate.

2. The Terms and Conditions of the applicable rate schedule for delivery of the gas sold hereunder shall also apply.

3. The identified rates (excluding gas supply charges, if applicable) represent maximum prices for service. These rates may change periodically. Multi-year prices may also be negotiated, which may be higher than the identified rates.

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RATE 77 - WHOLESALE TRANSPORTATION SERVICE

ELIGIBILITY

Any natural gas distributor in Union's Fort Frances, Western, Northern or Eastern Zones who uses Union's gas distribution facilities for the transportation of natural gas to customers outside Union's franchise area.

SERVICES AVAILABLE

The following services are available under this rate schedule:

(a) **Transportation Service**

For the continuous delivery through Union's distribution system from the Point of Receipt on TCPL to the Point of Consumption at the Consumer's distribution system of natural gas owned by the customer. The customer is responsible for obtaining the requisite regulatory approvals for the supply and transmission of such gas to Union's distribution system. For this service, the Monthly and Delivery Charges shall apply.

MONTHLY RATES AND CHARGES – ALL ZONES

MONTHLY CHARGE ($ per month)	$144.62
MONTHLY DELIVERY DEMAND CHARGE (cents per m^3)	28.6565

THE BILL

The bill will equal the sum of the monthly charges plus all applicable taxes.

DELAYED PAYMENT

When payment of the monthly bill has not been made in full 16 days after the bill has been issued, the unpaid balance including previous arrears shall be increased by 1.5% (annual effective rate of 19.56%).

SERVICE AGREEMENT

All customers must enter into a Service Agreement with Union before receiving service under this rate schedule.

TERMS AND CONDITIONS OF SERVICE

1. Service shall be for a minimum term of one year.
2. Customers must enter into a Service Agreement with Union prior to the commencement of service.
3. The identified rates (excluding gas supply charges, if applicable) represent maximum prices for service. These rates may change periodically. Multi-year prices may also be negotiated, which may be higher than the identified rates.

RATE 100 – LARGE VOLUME HIGH LOAD FACTOR FIRM SERVICE

ELIGIBILITY

Any customer in Union's Fort Frances, Western, Northern or Eastern Zones who is an end-user or who is authorized to serve an end-user of gas through one or more Company-owned meters at one location, and whose maximum daily requirement for firm service is 100,000 m^3 or more, and whose annual requirement for firm service is equal to or greater than its maximum daily requirement multiplied by 256.

SERVICES AVAILABLE

The following services are available under this rate schedule:

(a) **Sales Service**

For continuous supply of natural gas by Union and associated transportation and storage services necessary to ensure deliverability in accordance with the customer's needs. For this service, the Monthly, Delivery and Gas Supply Charges shall apply.

(b) **Transportation Service**

For continuous delivery on Union's distribution system from the Point of Receipt on TCPL's system to the Point of Consumption on the customer's premises of natural gas owned by the customer. The customer is responsible for obtaining the requisite regulatory approvals for the supply and transmission of such gas to Union's distribution system. For this service, the Monthly, Delivery, Transportation Account and Diversion Transaction Charges shall apply. Unless otherwise authorized by Union, customers who initiate a movement to Transportation Service from a Sales Service or Bundled Transportation Service must accept an assignment from Union of transportation capacity on upstream pipeline systems. Customers may reduce their assignment of transportation capacity in compliance with Union's Turnback Policy.

(c) **Bundled Transportation Service**

For continuous delivery by Union of gas owned by the customer and for the associated transportation and storage services necessary to ensure deliverability in accordance with the customer's needs. For this service the Monthly, Delivery, Gas Supply Demand and Commodity Transportation Charges shall apply.

(d) **Storage Service**

For load balancing purposes for customers using Transportation Service on this rate schedule. If at the sole discretion of Union, adequate supplies exist, bundled and unbundled storage and delivery/redelivery services will be provided.

The charge for Bundled Storage Service will consist of the charges for Transportation Service plus the charges for Bundled Storage Service.

The charge for Unbundled Storage Service will consist of the charges for Transportation Service plus the charges for Unbundled Storage Service which must include charges for delivery/redelivery service to/from storage.

NOTE: Union has a short-term intermittent gas supply service under Rate 30 which customers may avail themselves of, if they qualify for use of the service.

MONTHLY RATES AND CHARGES

APPLICABLE TO ALL SERVICES - ALL ZONES (1)

MONTHLY CHARGE	$777.97
DELIVERY CHARGES (cents per Month per m^3 of Daily Contract Demand)	
Monthly Demand Charge for each unit of Contracted Daily Demand	11.9642
Commodity Charge for each unit of gas volumes delivered (cents/m^3)	0.2101

NOTE:
(1) Either the utility or a customer, or potential customer, may apply to the Ontario Energy Board to fix rates, charges and terms and conditions applicable thereto, different from the rates, charges and terms and conditions specified herein if changed rates, charges and terms and conditions are considered by either party to be necessary, desirable and in the public interest.

ADDITIONAL CHARGES FOR SALES SERVICE

Gas Supply Charges
The gas supply charge is comprised of charges for transportation and for commodity and fuel. The applicable rates are provided in Schedule "A".

Commodity Transportation
Charge 1 applies for all gas volumes delivered in the billing month up to the volume represented by the Contract Demand multiplied by the number of days in the billing month multiplied by 0.3.

Charge 2 applies for all additional gas volumes delivered in the billing month.

HEAT CONTENT ADJUSTMENT

The gas supply commodity charges hereunder will be adjusted upwards or downwards as described below if the average total heating value of the gas per cubic metre (m^3) determined in accordance with Union's Terms and Conditions in any month falls above or below 37.89 MJ per m^3, respectively.

The adjustment shall be determined by multiplying the amount otherwise payable by a fraction, where the numerator is the monthly weighted average total heating value per cubic meter and the denominator 37.89.

COMMISSIONING AND DECOMMISSIONING RATE

The contract may provide that the Monthly Demand Charges specified above shall not apply on all or part of the daily contracted demand used by the customer either during the testing, commissioning and phasing in of gas using equipment or, alternatively, in the decommissioning and phasing out of gas using equipment being displaced by other gas using equipment, for a period not to exceed one year ("the transitional period"). To be eligible the new or displaced gas using equipment must be separately meterable. In such event, the contract will provide the following rates that such volume during the transitional period will be charged.

Zone	Fort Frances	Western	Northern	Eastern
Rate Schedule No.	2100	1100	3100	6100
MONTHLY CHARGE	$777.97	$777.97	$777.97	$777.97
DELIVERY CHARGES	cents per m^3	cents per m^3	cents per m^3	cents per m^3
Commodity Charge for each unit of gas volumes delivered	0.7720	0.7720	0.7720	0.7720

GAS SUPPLY CHARGES
The gas supply charge is comprised of charges for transportation and for commodity and fuel. The applicable rates are provided in Schedule "A".

ADDITIONAL CHARGES FOR TRANSPORTATION AND STORAGE SERVICES – ALL ZONES

MONTHLY TRANSPORTATION ACCOUNT CHARGE

For customers that currently have installed or will require installing telemetering equipment	$219.43

BUNDLED (T-SERVICE) STORAGE SERVICE CHARGES

Monthly Demand Charge for each unit of Contracted Daily Storage Withdrawal Entitlement ($/GJ/Month)	$11.125
Monthly Storage Demand- Price Adjustment for each unit of Contracted Daily Storage Withdrawal Entitlement: ($/GJ/Month)	-
Commodity Charge for each unit of gas withdrawn from storage ($/GJ)	$0.239
Authorized Overrun Commodity Charge on each additional unit of gas Union authorizes for withdrawal from storage ($/GJ)	$0.605

The Authorized Overrun Commodity Charge is payable on all quantities on any Day in excess of the customer's contractual rights, for which authorization has been received. Overrun will be authorized by Union at its sole discretion.

UNBUNDLED STORAGE SERVICE CHARGES

Storage Space Charge:	
Applied to Contracted Maximum Storage Balance ($/GJ/Month)	$0.031
Fuel Ratio:	
Applied to all gas injected and withdrawn from storage (%)	0.598%
Commodity Charge:	
Applied to all gas injected and withdrawn from storage ($/GJ)	$0.015

UNBUNDLED STORAGE SERVICE AUTHORIZED OVERRUN CHARGES

Fuel Ratio:	
Applied to all gas injected and withdrawn from storage (%)	1.03%
Commodity Charge:	
Applied to all gas injected and withdrawn from storage ($/GJ)	$0.072

The Authorized Overrun Commodity Charge is payable on all quantities on any Day in excess of the customer's contractual rights, for which authorization has been received. Overrun will be authorized by Union at its sole discretion.

UNBUNDLED STORAGE SERVICE UNAUTHORIZED OVERRUN CHARGES

If in any month, the customer has gas in storage in excess of the contracted Maximum Storage Space or the gas storage balance for the account of the customer is less than zero or the customer has injected or withdrawn volumes from storage which exceeds their contractual rights, and which has not been authorized by Union or provided for under a short term storage/balancing service, such an event will constitute an occurrence of Unauthorized Overrun. The Unauthorized Overrun rate during the November 1 to April 15 period will be $60.00 per GJ. The Unauthorized Overrun rate during the April 16 to October 31 period will be $6.000 per GJ.

UNBUNDLED SERVICE NOMINATION VARIANCES

The rate for unauthorized parking or drafting which results from nomination variances shall be equal to 50% of the "Daily Balancing Fee" rate as described under Article XXII of TransCanada PipeLines Transportation Tariff. No Daily Balancing Fee is payable on the portion of the nomination variance which is less than the greater of 4% of the nominated amount and 150 GJ.

Zone	Fort Frances	Western	Northern	Eastern
Rate Schedule No.	2100	1100	3100	6100
Delivery Service to Storage Facilities (1)				
Demand Charge ($/GJ/month)	N/A	$29.227	$12.025	$1.202
Commodity ($/GJ)	N/A	$0.032	$0.024	$0.019
Redelivery Service from Storage Facilities				
Demand Charge ($/GJ/month)	$2.231	$2.231	$2.231	$5.847
Commodity ($/GJ)	N/A	$0.095	$0.095	$0.099

Notes:

1. Delivery Service to Storage Facilities is not available to Northern Zone Customers in the Sault Ste. Marie Delivery Area (SSMDA).

2. Daily Firm injection and Withdrawal Rights shall be pursuant to the storage contract.

3. Storage Space, Withdrawal Rights and Injection Rights are not assignable to any other party without the prior written consent of Union and where necessary, approval from the Ontario Energy Board.

DIVERSION TRANSACTION CHARGE

Charge to a customer Receiving Delivery of diverted gas each time such customer requests a diversion and Union provides the service: $10.00

THE BILL

The bill will equal the sum of the charges for all services selected plus the rates multiplied by the applicable gas quantities delivered or withdrawn for each service chosen plus all applicable taxes. If the customer transports its own gas, the Gas Supply Charge under Sales Service will not apply. If the customer selects Union's Sales Service which includes the Gas Supply Charge, no additional charges for Transportation and Storage Services will apply.

MINIMUM BILL

The minimum bill shall be the Monthly Charge, the Transportation Account Charge and the Demand Charges, as applicable.

DELAYED PAYMENT

When payment of the monthly bill has not been made in full 16 days after the bill has been issued, the unpaid balance including previous arrears shall be increased by 1.5% (annual effective rate of 19.56%).

SERVICE AGREEMENT

All customers must enter into a Service Agreement with Union before receiving service under this rate schedule.

TERMS AND CONDITIONS OF SERVICE

1. Service shall be for a minimum term of one year.
2. If multiple end-users are receiving service from a customer under this rate, for billing purposes, the Monthly Charge, the Delivery Charge, the Transportation Account Charge and any other charge that is specific to the location of each end-user shall be used to develop a monthly bill for each end-user at each location. Upon request, possibly for a fee, Union will combine the individual bills on a single invoice or statement for administrative convenience. However, Union will not combine the quantities or demands of several end-use locations so that eligibility to a different rate class will result. Further, Union will not combine the billing data of individual end-users to generate a single bill which is less than the sum of the bills of the individual end-users involved at each location.
3. Customers must enter into a Service Agreement with Union prior to the commencement of service.
4. For the purposes of qualifying for a rate class, the total quantities of gas consumed or expected to be consumed on the customer's contiguous property will be used, irrespective of the number of meters installed.
5. The identified rates (excluding gas supply charges, if applicable) represent maximum prices for service. These rates may change periodically. Multi-year prices may also be negotiated, which may be higher than the identified rates.

RATE S1 - GENERAL FIRM SERVICE STORAGE RATES

ELIGIBILITY

Any customer or agent in Union's Fort Frances, Western, Northern or Eastern Zones who is authorized to serve an end-user of gas, paying for delivery services under Rate 01A or Rate 10.

SERVICES AVAILABLE

The following services are available under this rate schedule:

(a) **Transportation Service**

The customer is responsible for obtaining all Gas Supply services to the end-user including the requisite regulatory approvals for the supply and transmission of such gas to Union's distribution system. For this service, the Diversion Transaction Charge shall apply. Unless otherwise authorized by Union, customers who initiate a movement to Transportation Service from a Sales Service or Bundled Transportation Service must accept an assignment from Union of transportation capacity on upstream pipeline systems.

(b) **Storage Service**

For load balancing purposes for customers using Transportation Service on this rate schedule. If at the sole discretion of Union, adequate supplies exist, unbundled storage and delivery/redelivery services will be provided.

The charge for Unbundled Storage Service will consist of the charges for Transportation Service plus the charges for Unbundled Storage Service which must include charges for delivery/redelivery service to/from storage.

MONTHLY RATES AND CHARGES

UNBUNDLED STORAGE SERVICE CHARGES

Storage Space Charge Applied to Contracted Maximum Storage Space ($ per GJ per Month)	$0.031
Fuel Ratio Applied to all gas injected and withdrawn from storage (%)	0.598%
Commodity Charge Applied to all gas injected and withdrawn from storage ($ per GJ)	$0.015

UNBUNDLED STORAGE SERVICE AUTHORIZED OVERRUN CHARGES

Fuel Ratio Applied to all gas injected and withdrawn from storage (%)	1.03%
Commodity Charge Applied to all gas injected and withdrawn from storage ($ per GJ)	$0.072

The Authorized Overrun Commodity Charge is payable on all quantities on any Day in excess of the customer's contractual rights, for which authorization has been received. Overrun will be authorized by Union at its sole discretion.

UNBUNDLED STORAGE SERVICE UNAUTHORIZED OVERRUN CHARGES

If in any month, the customer has gas in storage in excess of the contracted Maximum Storage Space or the gas storage balance for the account of the customer is less than zero or the customer has injected or withdrawn volumes from storage which exceeds their contractual rights, and which has not been authorized by Union or provided for under a short term storage/balancing service, such an event will constitute an occurrence of Unauthorized Overrun. The Unauthorized Overrun rate during the November 1 to April 15 period will be $60.00 per GJ. The Unauthorized Overrun rate during the April 16 to October 31 period will be $6.000 per GJ.

Zone	Fort Frances	Western	Northern	Eastern
Delivery Service to Storage Facilities (1)				
Demand Charge ($/GJ/month)	N/A	$29.227	$12.025	$1.202
Commodity ($/GJ)	N/A	$0.032	$0.024	$0.019
Redelivery Service from Storage Facilities				
Demand Charge ($/GJ/month)	$2.231	$2.231	$2.231	$5.847
Commodity ($/GJ)	N/A	$0.095	$0.095	$0.099

Notes:
1. Delivery Service to Storage Facilities is not available to Northern Zone customers in the Sault Ste. Marie Delivery Area (SSMDA).
2. Daily Firm Injection and Withdrawal Rights shall be pursuant to the storage contract.
3. Storage Space, Withdrawal Rights, and Injection Rights are not assignable to any other party without the prior written consent of Union and where necessary, approval from the Ontario Energy Board.

Diversion Transaction Charge
Charge to a customer receiving delivery of diverted gas each time such customer requests a diversion and Union provides the service: $10.00

MONTHLY BILL

The monthly bill will equal the sum of the monthly charges for all services selected plus the rates multiplied by the applicable gas quantities delivered or withdrawn for each service chosen plus all applicable taxes.

DELAYED PAYMENT

When payment of the monthly bill has not been made in full 16 days after the bill has been issued, the unpaid balance including previous arrears shall be increased by 1.5% (annual effective rate of 19.56%).

TERMS AND CONDITIONS OF SERVICE

1. Customers must enter into a Service Agreement with Union prior to the commencement of service.
2. The identified rates represent maximum prices for service. These rates may change periodically. Multi-year prices may also be negotiated, which may be higher than the identified rates.

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Union Gas Limited
Northern and Eastern Operations Area
Gas Supply Charges

(A) Availability

Available to customers in Union's Fort Frances, Western, Northern and Eastern Delivery Zones.

(B) Applicability:

To all sales customers served under Rate 01A, Rate 10, Rate 20, Rate 100 and Rate 25.

(C) Rates

Utility Sales

Rate 01A (cents / m^3)

	Fort Frances	Western	Northern	Eastern
Storage	1.8781	1.8757	2.2600	2.5702
Storage - Price Adjustment	-	-	-	-
Commodity and Fuel (1)	14.6327	14.7190	14.8313	14.9284
Commodity and Fuel - Price Adjustment	(1.9632)	(1.9632)	(1.9632)	(1.9632)
Transportation	5.8902	6.2986	7.6500	8.7602
Transportation - Price Adjustment	1.2021	1.2021	1.2021	1.2021
Total Gas Supply Charge	21.6399	22.1322	23.9802	25.4977

Rate 10 (cents / m^3)

Storage	1.2005	1.1982	1.5841	1.8955
Storage - Price Adjustment	-	-	-	-
Commodity and Fuel (1)	14.6327	14.7190	14.8313	14.9284
Commodity and Fuel - Price Adjustment	(1.9632)	(1.9632)	(1.9632)	(1.9632)
Transportation	5.4556	5.8640	7.2154	8.3256
Transportation - Price Adjustment	1.1998	1.1998	1.1998	1.1998
Total Gas Supply Charge	20.5254	21.0178	22.8675	24.3861

Notes:
(1) As laid out in Appendix A. The Commodity and Fuel line includes gas supply administration charge of 0.3138 cents/m^3.

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Union Gas Limited
Northern and Eastern Operations Area
Gas Supply Charges

Utility Sales

	Fort Frances	Western	Northern	Eastern
Rate 20 (cents / m^3)				
Commodity and Fuel (1)	14.6857	14.7723	14.8850	14.9826
Commodity and Fuel - Price Adjustment	(1.9632)	(1.9632)	(1.9632)	(1.9632)
Commodity Transportation - Charge 1	4.2612	4.4236	5.1192	5.6884
Transportation 1 - Price Adjustment	1.2039	1.2039	1.2039	1.2039
Commodity Transportation - Charge 2	0.2893	0.2668	0.4111	0.5383
Monthly Gas Supply Demand	49.3344	57.0328	86.7086	110.8863
Gas Supply Demand - Price Adjustment	-	-	-	-
Commissioning and Decommissioning Rate	7.6738	8.3055	10.8421	12.9127
Rate 100 (cents / m^3)				
Commodity and Fuel (1)	14.6857	14.7723	14.8850	14.9826
Commodity and Fuel - Price Adjustment	(1.9632)	(1.9632)	(1.9632)	(1.9632)
Commodity Transportation - Charge 1	7.8681	7.9899	8.5116	8.9385
Commodity Transportation - Charge 2	0.2893	0.2668	0.4111	0.5383
Monthly Gas Supply Demand	88.0846	97.0663	131.6881	159.8951
Commissioning and Decommissioning Rate	7.6744	8.1356	10.0677	11.6481
Rate 25 (cents / m^3)				
Gas Supply Charge: Interruptible Service				
Minimum	14.3135	14.3135	14.3135	14.3135
Maximum	140.5622	140.5622	140.5622	140.5622

Notes:
(1) As laid out in Appendix A. The Commodity and Fuel line includes gas supply administration charge of 0.3138 cents/m^3.

Effective: July 1, 2011
O.E.B. Order # EB-2011-0135

Chatham, Ontario

Supersedes EB-2011-0029 Rate Schedule effective April 1, 2011.

SMALL VOLUME GENERAL SERVICE RATE

(A) Availability

Available to customers in Union's Southern Delivery Zone.

(B) Applicability

To general service customers whose total consumption is equal to or less than 50,000 m^3 per year.

(C) Rates

The identified rates (excluding gas supply charges, if applicable) represent maximum prices for service. These rates may change periodically. Multi-year prices may also be negotiated which may be higher than the identified rates.

a)	Monthly Charge		$20.00
b)	Delivery Charge		
	First	100 m^3	3.8147 ¢ per m^3
	Next	150 m^3	3.6082 ¢ per m^3
	All Over	250 m^3	3.1197 ¢ per m^3
	Delivery – Price Adjustment (All Volumes)		0.0002 ¢ per m^3
c)	Storage Charge (if applicable)		0.9775 ¢ per m^3

Applicable to all bundled customers (sales and bundled transportation service).

d) Gas Supply Charge (if applicable)

The gas supply charge is comprised of charges for transportation and for commodity and fuel.
The applicable rates are provided in Schedule "A".

During any month in which a customer terminates service or begins service, the fixed charge for the month will be prorated to such customer.

(D) Supplemental Service to Commercial and Industrial Customers Under Group Meters

Combination of readings from several meters may be authorized by the Company and the Company will not reasonably withhold authorization in cases where meters are located on contiguous pieces of property of the same owner not divided by a public right-of-way. In such cases, an additional service charge shall be rendered each month in the amount of $15.00 per month for each additional meter so combined.

(E) Delayed Payment

When payment of the monthly bill has not been made in full 16 days after the bill has been issued, the unpaid balance including previous arrears shall be increased by 1.5% (annual effective rate of 19.56%).

(F) Direct Purchase

Unless otherwise authorized by Union, customers who are delivering gas to Union under direct purchase arrangements must obligate to deliver at a point(s) specified by Union, and must acquire and maintain firm transportation on all upstream pipeline systems. Customers initiating direct purchase arrangements, who previously received Gas Supply service, must also accept, unless otherwise authorized by Union, an assignment from Union of transportation capacity on upstream pipeline systems.

(G) Overrun Charge

In the event that a direct purchase customer fails to deliver its contracted volumes to Union, and Union has the capability to continue to supply the customer, Union will do so. The customer may pay 4.7922 ¢ per m³ for the delivery and the total gas supply charge for utility sales provided in Schedule "A" per m³, plus 7¢ per m³.

(H) Bundled Direct Purchase Delivery

Where a customer elects transportation service under this rate schedule, the customer must enter into a Bundled T Gas Contract with Union for delivery of gas to Union. Bundled T Gas Contract Rates and Gas Purchase Contract Rates are described in rate schedule R1.

(I) Company Policy Relating to Terms of Service

a. Customers who temporarily discontinue service during any twelve consecutive months without payment of the monthly fixed charge for the months in which the gas is temporarily disconnected shall pay for disconnection and reconnection.

b. When gas is delivered at an absolute pressure in excess of 101.325 kilopascals, then for purposes of measurement, hereunder, such volume of gas shall be corrected to an absolute pressure of 101.325 kilopascals. Atmospheric pressure is assumed to be the levels shown below in kilopascals (absolute) regardless of the actual atmospheric pressure at which the gas is measured and delivered.

Zone	Assumed Atmospheric Pressure kPa
1	100.148
2	99.494
3	98.874
4	98.564
5	98.185
6	97.754
7	97.582
8	97.065
9	96.721
10	100.561
11	99.321
12	98.883

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LARGE VOLUME GENERAL SERVICE RATE

(A) Availability

Available to customers in Union's Southern Delivery Zone.

(B) Applicability

To general service customers whose total consumption is greater than 50,000 m^3 per year.

(C) Rates

The identified rates (excluding gas supply charges, if applicable) represent maximum prices for service. These rates may change periodically. Multi-year prices may also be negotiated which may be higher than the identified rates.

a) Monthly Charge $70.00

b) Delivery Charge

First	1 000 m^3	3.6877 ¢ per m^3
Next	6 000 m^3	3.6114 ¢ per m^3
Next	13 000 m^3	3.3840 ¢ per m^3
All Over	20 000 m^3	3.1111 ¢ per m^3

Delivery – Price Adjustment (All Volumes) 0.0002 ¢ per m^3

c) Storage Charge (if applicable) 0.7200 ¢ per m^3

Applicable to all bundled customers (sales and bundled transportation service).

d) Gas Supply Charge (if applicable)

The gas supply charge is comprised of charges for transportation and for commodity and fuel.
The applicable rates are provided in Schedule "A".

During any month in which a customer terminates service or begins service, the fixed charge for the month will be prorated to such customer.

(D) Supplemental Service to Commercial and Industrial Customers Under Group Meters

Combination of readings from several meters may be authorized by the Company and the Company will not reasonably withhold authorization in cases where meters are located on contiguous pieces of property of the same owner not divided by a public right-of-way. In such cases, an additional service charge shall be rendered each month in the amount of $15.00 per month for each additional meter so combined.

(E) Delayed Payment

When payment of the monthly bill has not been made in full 16 days after the bill has been issued, the unpaid balance including previous arrears shall be increased by 1.5% (annual effective rate of 19.56%).

(F) Direct Purchase

Unless otherwise authorized by Union, customers who are delivering gas to Union under direct purchase arrangements must obligate to deliver at a point(s) specified by Union, and must acquire and maintain firm transportation on all upstream pipeline systems. Customers initiating direct purchase arrangements, who previously received Gas Supply service, must also accept, unless otherwise authorized by Union, an assignment from Union of transportation capacity on upstream pipeline systems.

(G) Overrun Charge

In the event that a direct purchase customer fails to deliver its contracted volumes to Union, and Union has the capability to continue to supply the customer, Union will do so. The customer may pay 4.4077 ¢ per m^3 for the delivery and the total gas supply charge for utility sales provided in Schedule "A" per m^3, plus 7¢ per m^3.

(H) Bundled Direct Purchase Delivery

Where a customer elects transportation service under this rate schedule, the customer must enter into a Bundled T Gas Contract with Union for delivery of gas to Union. Bundled T Gas Contract Rates and Gas Purchase Contract Rates are described in rate schedule R1.

(I) Company Policy Relating to Terms of Service

a. Customers who temporarily discontinue service during any twelve consecutive months without payment of the monthly fixed charge for the months in which the gas is temporarily disconnected shall pay for disconnection and reconnection.

b. When gas is delivered at an absolute pressure in excess of 101.325 kilopascals, then for purposes of measurement, hereunder, such volume of gas shall be corrected to an absolute pressure of 101.325 kilopascals. Atmospheric pressure is assumed to be the levels shown below in kilopascals (absolute) regardless of the actual atmospheric pressure at which the gas is measured and delivered.

Zone	Assumed Atmospheric Pressure kPa
1	100.148
2	99.494
3	98.874
4	98.564
5	98.185
6	97.754
7	97.582
8	97.065
9	96.721
10	100.561
11	99.321
12	98.883

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FIRM INDUSTRIAL AND COMMERCIAL CONTRACT RATE

(A) Availability

Available to customers in Union's Southern Delivery Zone.

(B) Applicability

To a customer who enters into a contract for the purchase or transportation of gas for a minimum term of one year that specifies a daily contracted demand between 4 800 m³ and 140 870 m³.

(C) Rates

The identified rates (excluding gas supply charges, if applicable) represent maximum prices for service. These rates may change periodically. Multi-year prices may also be negotiated which may be higher than the identified rates.

1. Bills will be rendered monthly and shall be the total of:

(i)	A Monthly Demand Charge		
	First	8 450 m³ of daily contracted demand	45.4290 ¢ per m³
	Next	19 700 m³ of daily contracted demand	19.7101 ¢ per m³
	All Over	28 150 m³ of daily contracted demand	16.3682 ¢ per m³
(ii)	A Monthly Delivery Commodity Charge		
	First 422 250 m³ delivered per month		0.8942 ¢ per m³
	Next volume equal to 15 days use of daily contracted demand		0.8942 ¢ per m³
	For remainder of volumes delivered in the month		0.3985 ¢ per m³
	Delivery- Price Adjustment (All Volumes)		0.0002 ¢ per m³
(iii)	Gas Supply Charge (if applicable)		

The gas supply charge is comprised of charges for transportation and for commodity and fuel. The applicable rates are provided in Schedule "A"

2. Overrun Charge

Authorized overrun gas is available provided that it is authorized by Union in advance. Union will not unreasonably withhold authorization. Overrun means gas taken on any day in excess of 103% of contracted daily demand. Authorized overrun will be available April 1 through October 31 and will be paid for at a Delivery Rate of 2.3877 ¢ per m³ and, if applicable, the total gas supply charge for utility sales provided in Schedule "A" per m³ for all volumes purchased.

Unauthorized overrun gas taken in any month shall be paid for at the rate of 4.7922 ¢ per m³ for the delivery and the total gas supply charge for utility sales provided in Schedule "A" per m³ for all gas supply volumes purchased.

3. Minimum Annual Charge

In each contract year, the customer shall purchase from Union or pay for a minimum volume of gas or transportation services equivalent to 146 days use of contracted demand. Overrun gas volumes will not contribute to the minimum volume. In the event that the customer shall not take such minimum volume the customer shall pay an amount equal to the deficiency from the minimum volume times a Delivery Charge of 1.2080 ¢ per m³ and, if applicable a gas supply commodity charge provided in Schedule "A".

In the event that the contract period exceeds one year the annual minimum volume will be prorated for any part year.

(D) Delayed Payment

When payment of the monthly bill has not been made in full 16 days after the bill has been issued, the unpaid balance including previous arrears shall be increased by 1.5% (annual effective rate of 19.56%).

(E) Direct Purchase

Unless otherwise authorized by Union, customers who are delivering gas to Union under direct purchase arrangements must obligate to deliver at a point(s) specified by Union, and must acquire and maintain firm transportation on all upstream pipeline systems for all volumes. Customers initiating direct purchase arrangements, who previously received Gas Supply service, must also accept, unless otherwise authorized by Union, an assignment from Union of transportation capacity on upstream pipeline systems.

(F) Bundled Direct Purchase Delivery

Where a customer elects transportation service under this rate schedule the customer must enter into a Bundled T Gas Contract with Union for delivery of gas to Union.

Bundled T Gas Contract Rates and Gas Purchase Contract Rates are described in rate schedule R1.

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INTERRUPTIBLE INDUSTRIAL AND COMMERCIAL CONTRACT RATE

(A) Availability

Available to customers in Union's Southern Delivery Zone.

(B) Applicability

To a customer who enters into a contract for the purchase or transportation of gas for a minimum term of one year that specifies a daily contracted demand between 4 800 m^3 and 140 870 m^3 inclusive.

(C) Rates

The identified rates (excluding gas supply charges, if applicable) represent maximum prices for service. These rates may change periodically. Multi-year prices may also be negotiated which may be higher than the identified rates.

1. Interruptible Service

The price of all gas delivered by Union pursuant to any contract, contract amendment, or contract renewal shall be determined on the basis of the following schedules:

a) (i) Monthly Delivery Commodity Charge

Daily Contracted Demand Level (CD)	Price per m^3
4 800 m^3 ≤ CD < 17 000 m^3	1.8147 ¢ per m^3
17 000 m^3 ≤ CD < 30 000 m^3	1.6848 ¢ per m^3
30 000 m^3 ≤ CD < 50 000 m^3	1.6165 ¢ per m^3
50 000 m^3 ≤ CD < 70 000 m^3	1.5686 ¢ per m^3
70 000 m^3 ≤ CD < 100 000 m^3	1.5343 ¢ per m^3
100 000 m^3 ≤ CD ≤ 140 870 m^3	1.5006 ¢ per m^3
Delivery- Price Adjustment (All Volumes)	0.0002 ¢ per m^3

(ii) Days Use of Interruptible Contract Demand

The price determined under Paragraph 1(a) of "Rates" will be reduced by the amount based on the number of Days Use of Contracted Demand as scheduled below:

For 75 days use of contracted demand	0.0530 ¢ per m^3
For each additional days use of contracted demand up to a maximum of 275 days, an additional discount of	0.00212 ¢ per m^3

(iii) Gas Supply Charge (if applicable)

The gas supply charge is comprised of charges for transportation and for commodity and fuel.
The applicable rates are provided in Schedule "A"

(iv) Monthly Charge $498.70 per month

2. In each contract year, the customer shall take delivery from Union, or in any event pay for, if available and not accepted by the customer, a minimum volume of gas or transportation services as specified in the contract between the parties and which will not be less than 700 000 m^3 per annum. Overrun volumes will not contribute to the minimum volume. In the event that the customer shall not take such minimum volume, the customer shall pay an amount equal to the deficiency from the minimum volume times a Delivery Charge of 2.1285 ¢ per m^3, and if applicable, a gas supply charge provided in Schedule "A".

   In the event that the contract period exceeds one year, the annual minimum volume will be prorated for any part year.

3. Overrun gas is available without penalty provided that it is authorized by Union in advance. Union will not unreasonably withhold authorization. Overrun means gas taken on any day in excess of 105% of contracted daily demand.

   Unauthorized overrun gas taken in any month shall be paid for at the rate of 4.7922 ¢ per m^3 for the delivery and the total gas supply charge for utility sales provided in Schedule "A" per m^3 for all gas supply volumes purchased.

4. Non-Interruptible Service

   Union may agree, in its sole discretion, to combine an interruptible service with a firm service in which case the amount of firm daily demand to be delivered shall be agreed upon by Union and the customer.

   a) The monthly demand charge for firm daily deliveries will be 27.5443 ¢ per m^3.

   b) The commodity charge for firm service shall be the rate for firm service at Union's firm rates net of a monthly demand charge of 27.5443 ¢ per m^3 of daily contracted demand and a delivery commodity price adjustment of 0.0002 ¢ per m^3.

   c) The interruptible commodity charge will be established under Clause 1 of this schedule.

(D) Delayed Payment

When payment of the monthly bill has not been made in full 16 days after the bill has been issued, the unpaid balance including previous arrears shall be increased by 1.5% (annual effective rate of 19.56%).

(E) Direct Purchase

Unless otherwise authorized by Union, customers who are delivering gas to Union under direct purchase arrangements must obligate to deliver at a point(s) specified by Union, and must acquire and maintain firm transportation on all upstream pipeline systems. Customers initiating direct purchase arrangements, who previously received Gas Supply service, must also accept, unless otherwise authorized by Union, an assignment from Union of transportation capacity on upstream pipeline systems.

(F) Bundled Direct Purchase Delivery

Where a customer elects transportation service under this rate schedule the customer must enter into a Bundled T Gas Contract with Union for delivery of gas to Union.

Bundled T Gas Contract Rates and Gas Purchase Contract Rates are described in rate schedule R1.

SPECIAL LARGE VOLUME
INDUSTRIAL AND COMMERCIAL CONTRACT RATE

(A) Availability

Available to customers in Union's Southern Delivery Zone.

(B) Applicability

To a Customer

a) who enters into a contract for the purchase or transportation of gas for a minimum term of one year that specifies a combined maximum daily requirement for firm, interruptible and seasonal service of at least 140 870 m^3, and a qualifying annual volume of at least 28 327 840 m^3; and

b) who has site specific energy measuring equipment installed at each Point of Consumption that will be used in determining energy balances.

For the purposes of qualifying for a rate class, the total quantities of gas consumed or expected to be consumed on the customer's contiguous property will be used, irrespective of the number of meters installed.

(C) Rates

The identified rates (excluding gas supply charges, if applicable) represent maximum prices for service. These rates may change periodically. Multi-year prices may also be negotiated which may be higher than the identified rates.

1. Bills will be rendered monthly and shall be the total of:

(i) A Monthly Demand Charge

A negotiated Monthly Demand Charge of up to 25.2893 ¢ per m^3 for each m^3 of daily contracted firm demand.

(ii) A Monthly Delivery Commodity Charge

(1) A Monthly Firm Delivery Commodity Charge for all firm volumes of 0.2595 ¢ per m^3 for each m^3, and a Delivery - Price Adjustment of 0.0002 ¢ per m^3.

(2) A Monthly Interruptible Delivery Commodity Charge for all interruptible volumes to be negotiated between Union and the customer not to exceed an annual average of 2.6351 ¢ per m^3.

(3) A Monthly Seasonal Delivery Commodity Charge for all seasonal volumes to be negotiated between Union and the customer not to exceed an annual average of 2.3910 ¢ per m^3.

(iii) Gas Supply Charge (if applicable)

The gas supply charge is comprised of charges for transportation and for commodity and fuel.
The applicable rates are provided in Schedule "A".

(iv) Overrun Gas

Overrun gas is available without penalty provided that it is authorized by Union in advance. Union will not unreasonably withhold authorization.

Unauthorized overrun gas taken in any month shall be paid for at the M1 rate in effect at the time the overrun occurs, plus, if applicable, the total gas supply charge for utility sales provided in Schedule "A" per m^3 for all the gas supply volumes purchased.

2. In negotiating the Monthly Interruptible and Seasonal Commodity Charges, the matters to be considered include:

   (a) The volume of gas for which the customer is willing to contract,

   (b) The load factor of the customer's anticipated gas consumption, the pattern of annual use, and the minimum annual quantity of gas which the customer is willing to contract to take or in any event pay for,

   (c) Interruptible or curtailment provisions, and

   (d) Competition.

3. In each contract year, the customer shall take delivery from Union, or in any event, pay for if available and not accepted by the customer, a minimum volume of gas as specified in the contract between the parties. Overrun gas volumes will not contribute to the minimum volume.

4. The contract may provide that the Monthly Demand Charge specified in Rate Section 1 above shall not apply on all or part of the daily contracted firm demand used by the customer during the testing, commissioning, phasing in, decommissioning and phasing out of gas-using equipment for a period not to exceed one year (the "transition period"). In such event, the contract will provide for a Monthly Delivery Commodity Charge to be applied on such volume during the transition of 2.3361 ¢ per m^3 and the total gas supply charge for utility sales provided in Schedule "A" per m^3, if applicable.

5. Either the utility or a customer, or potential customer, may apply to the Ontario Energy Board to fix rates and other charges different from the rates and other charges specified herein if the changed rates and other charges are considered by either party to be necessary, desirable and in the public interest.

(D) Delayed Payment

When payment of the monthly bill has not been made in full 16 days after the bill has been issued, the unpaid balance including previous arrears shall be increased by 1.5% (annual effective rate of 19.56%).

(E) Direct Purchase

Unless otherwise authorized by Union, customers who are delivering gas to Union under direct purchase arrangements must obligate to deliver at a point(s) specified by Union, and must acquire and maintain firm transportation on all upstream pipeline systems. Customers initiating direct purchase arrangements, who previously received Gas Supply service, must also accept, unless otherwise authorized by Union, an assignment from Union of transportation capacity on upstream pipeline systems.

(F) Bundled Direct Purchase Delivery and Short Term Supplemental Services

Where a customer elects transportation service and/or a short term supplemental service under this rate schedule, the customer must enter into a Contract under rate schedule R1.

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LARGE WHOLESALE SERVICE RATE

(A) Availability

Available to customers in Union's Southern Delivery Zone.

(B) Applicability

To a distributor who enters into a contract to purchase and/or receive delivery of a firm supply of gas for distribution to its customers and who agrees to take or pay for an annual quantity of at least two million cubic metres.

(C) Rates

The identified rates (excluding gas supply charges, if applicable) represent maximum prices for service. These rates may change periodically. Multi-year prices may also be negotiated which may be higher than the identified rates.

1. (i) A Monthly Demand Charge of 16.8753 ¢ per m³ of established daily demand determined in accordance with the service contract, such demand charge to be computed on a calendar month basis and a pro-rata charge to be made for the fraction of a calendar month which will occur if the day of first regular delivery does not fall on the first day of a month,

   (ii) A Delivery Commodity Charge of 0.2939 ¢ per m³, a Delivery Price Adjustment of 0.0002 ¢ per m³ for gas delivered and,

   (iii) Gas Supply Charge (if applicable)

   The gas supply charge is comprised of charges for transportation and for commodity and fuel
   The applicable rates are provided in Schedule "A".

(D) Delayed Payment

When payment of the monthly bill has not been made in full 16 days after the bill has been issued, the unpaid balance including previous arrears shall be increased by 1.5% (annual effective rate of 19.56%).

(E) Direct Purchase

Unless otherwise authorized by Union, customers who are delivering gas to Union under direct purchase arrangements must obligate to deliver at a point(s) specified by Union, and must acquire and maintain firm transportation on all upstream pipeline systems. Customers initiating direct purchase arrangements, who previously received Gas Supply service, must also accept, unless otherwise authorized by Union, an assignment from Union of transportation capacity on upstream pipeline systems.

(F) Overrun Charge

Authorized:

For all quantities on any day in excess of 103% of the customer's contractual rights, for which authorization has been received, the customer will be charged 0.8488 ¢ per m³. Overrun will be authorized by Union at its sole discretion.

Unauthorized:

For all quantities on any day in excess of 103% of the customer's contractual rights, for which authorization has not been received, the customer will be charged 36.0 ¢ per m³.

(G) Bundled Direct Purchase Delivery

Where a customer elects transportation service under this rate schedule the customer must enter into a Bundled T Gas Contract with Union for delivery of gas to Union.

Bundled T Gas Contract Rates and Gas Purchase Contract Rates are described in rate schedule R1.

SMALL WHOLESALE SERVICE RATE

(A) Availability

Available to customers in Union's Southern Delivery Zone.

(B) Applicability

To a non-contract distributor who purchases and/or receives delivery of a firm supply of gas for distribution only to its own customers.

(C) Rates

The identified rates (excluding gas supply charges, if applicable) represent maximum prices for service. These rates may change periodically. Multi-year prices may also be negotiated which may be higher than the identified rates.

1. A Delivery Commodity Charge of 2.5479 ¢ per m^3 for gas delivered.

2. Gas Supply Charge (if applicable)

   The gas supply charge is comprised of charges for transportation and for commodity and fuel.
   The applicable rates are provided in Schedule "A".

(D) Delayed Payment

When payment of the monthly bill has not been made in full 16 days after the bill has been issued, the unpaid balance including previous arrears shall be increased by 1.5% (annual effective rate of 19.56%).

(E) Direct Purchase

Unless otherwise authorized by Union, customers who are delivering gas to Union under direct purchase arrangements must obligate to deliver at a point(s) specified by Union, and must acquire and maintain firm transportation on all upstream pipeline systems. Customers initiating direct purchase arrangements must also accept, unless otherwise authorized by Union, an assignment from Union of transportation capacity on upstream pipeline systems.

(F) Overrun Charge

In the event that a direct purchase customer fails to deliver its contracted volumes to Union, and Union has the capability to continue to supply the customer, Union will do so. This gas shall be paid for at the rate of 4.7922 ¢ per m^3 for the delivery and, if applicable, the total gas supply charge for utility sales provided in Schedule "A" per m^3, plus 7 ¢ per m^3 for all gas supply volumes purchased.

(G) Bundled Direct Purchase Delivery

Where a customer elects transportation service under this rate schedule, the customer must enter into a Bundled T Gas Contract with Union for delivery of gas to Union.

Bundled T Gas Contract Rates and Gas Purchase Contract Rates are described in rate schedule R1.

BUNDLED DIRECT PURCHASE CONTRACT RATE

(A) Availability

Available to customers in Union's Southern Delivery Zone.

(B) Applicability

To a customer who enters into a Receipt Contract or Gas Purchase Contract for delivery and/or sale of gas to Union.

(C) Rates

		Demand Charge Rate/GJ/month	Commodity Charges/Credits Rate/GJ
a)	Transportation by Union For gas delivered to Union at any point other than the Ontario Point(s) of Receipt, Union will charge a customer all approved tolls and charges, incurred by Union to transport the gas to the Ontario Point(s) of Receipt		
b)	Firm Backstop Gas Applied to the contracted Firm Backstop Gas Supply Service	$2.202	
	Backstop Gas Commodity Charge On all quantities supplied by Union to the Ontario Point(s) of Receipt		$5.800
c)	Reasonable Efforts Backstop Gas Paid on all quantities of gas supplied by Union to the customer's Point(s) of Consumption		$6.698
d)	Banked Gas Purchase		
	T-service		Note (1)
e)	Failure to Deliver Applied to all quantities not delivered to Union in the event the customer's supply fails		$2.639
f)	Short Term Storage / Balancing Service (2)		
	Maximum		$6.000
g)	Discretionary Gas Supply Service ("DGSS")		Note (3)

Notes:

(1) The charge for banked gas purchases shall be the higher of the daily spot cost at Dawn in the month of or the month following the month in which gas is sold under this rate and shall not be less than Union's approved weighted average cost of gas.

(2) Short Term Storage / Balancing Service is:

i) a combined space and interruptible deliverability service for short-term or off-peak storage in Union's storage facilities, OR
ii) short-term firm deliverability, OR
iii) a component of an operational balancing service offered.

In negotiating the rate to be charged for short term storage services, the matters that are to be considered include:

i) The minimum amount of storage service to which a customer is willing to commit,
ii) Whether the customer is contracting for firm or interruptible service during Union's peak or non-peak periods,
iii) Utilization of facilities, and
iv) Competition

(3) Discretionary Gas Supply Service price reflects the "back-to-back" price plus gas supply administration charge.

STORAGE AND TRANSPORTATION RATES
FOR CONTRACT CARRIAGE CUSTOMERS

(A) Availability

Available to customers in Union's Southern Delivery Zone.

(B) Applicability

To a customer:

a) whose combined firm and interruptible service minimum annual transportation of natural gas is 5 000 000 m^3 or greater; and

b) who enters into a Carriage Service Contract with Union for the transportation or the storage and transportation of Gas for use at facilities located within Union's gas franchise area; and

c) who has meters with electronic recording at each Point of Consumption; and

d) who has site specific energy measuring equipment installed at each Point of Consumption that will be used in determining energy balances; and

e) for whom Union has determined transportation and/or storage capacity is available.

For the purposes of qualifying for a rate class, the total quantities of gas consumed or expected to be consumed on the customer's contiguous property will be used, irrespective of the number of meters installed.

(C) Rates

The following rates shall be charged for all quantities contracted or handled as appropriate. The identified rates represent maximum prices for service. These rates may change periodically. Multi-year prices may also be negotiated, which may be higher than the identified rates.

STORAGE SERVICE:

			For Customers Providing Their Own Compressor Fuel	
	Demand Charge Rate/GJ/mo	Commodity Charge Rate/GJ	Fuel Ratio	Commodity Charge Rate/GJ
a) Annual Firm Storage Space Applied to contracted Maximum Annual Storage Space	$0.010			
b) Annual Firm Injection/Withdrawal Right: Applied to the contracted Maximum Annual Firm Injection/Withdrawal Right				
Union provides deliverability Inventory	$1.603			
Customer provides deliverability Inventory (4)	$1.016			
c) Incremental Firm Injection Right: Applied to the contracted Maximum Incremental Firm Injection Right	$1.016			
d) Annual Interruptible Withdrawal Right: Applied to the contracted Maximum Annual Interruptible Withdrawal Right	$1.016			

	Demand Charge Rate/GJ/mo	Commodity Charge Rate/GJ	For Customers Providing Their Own Compressor Fuel: Fuel Ratio	For Customers Providing Their Own Compressor Fuel: Commodity Charge Rate/GJ
e) Withdrawal Commodity Paid on all quantities withdrawn from storage up to the Maximum Daily Storage Withdrawal Quantity		$0.044	0.598%	$0.007
f) Injection Commodity Paid on all quantities injected into storage up to the Maximum Daily Storage Injection Quantity		$0.044	0.598%	$0.007
g) Short Term Storage / Balancing Service Maximum		$6.000		

Notes:

1. Demand charges for Annual Services are paid monthly during the term of the contract for not less than one year unless Union, in its sole discretion, accepts a term of less than one year. Demand charges apply whether Union or the customer provides the fuel.

2. Annual Firm Injection Rights are equal to 100% of their respective Annual Firm Withdrawal Rights. Injection Rights in excess of the Annual Firm Injection Rights will be charged at the Incremental Firm Injection Right.

3. Annual Firm Storage Space

   The maximum storage space available to a customer at the rates specified herein is determined by one of the following storage allocation methodologies:

   3.1 Aggregate Excess
   Aggregate excess is the difference between a customer's gas consumption in the 151-day winter period and consumption during the balance of the year. This calculation will be done using two years of historical data (with 25% weighting for each year) and one year of forecast data (with 50% weighting). If a customer is new, or an existing customer is undergoing a significant change in operations, the allocation will be based on forecast consumption only, as negotiated between Union and the customer. Once sufficient historical information is available for the customer, the standard calculation will be done. At each contract renewal, the aggregate excess calculation will be performed to set the new space allocation.

   3.2 Obligated daily contract quantity multiple of 15
   Obligated daily contract quantity is the firm daily quantity of gas which the customer must deliver to Union. The 15 x obligated daily contract quantity calculation will be done using the daily contract quantity for the upcoming contract year. At each contract renewal, the 15 x obligated daily contract quantity calculation will be performed to set the new space allocation.

   3.3 For new, large (daily firm transportation demand requirements in excess of 1,200,000 m^3/day) gas fired power generation customers, storage space is determined by peak hourly consumption x 24 x 4 days. Should the customer elect firm deliverability less than their maximum entitlement (see Note 4.2), the maximum storage space available at the rates specified herein is 10 x firm storage deliverability contracted, not to exceed peak hourly consumption x 24 x 4 days.

   Customers may contract for less than their maximum entitlement of firm storage space.

4. Annual Injection/Withdrawal Right

The maximum level of deliverability available to a customer at the rates specified herein is determined by one of the following methodologies:

4.1 The greater of obligated daily contract quantity or firm daily contract demand less obligated daily contract quantity.

4.2 For new, large (daily firm transportation demand requirements in excess of 1,200,000 m^3/day) gas fired power generation customers, the maximum entitlement of firm storage deliverability is 24 times the customer's peak hourly consumption, with 1.2% firm deliverability available at the rates specified herein.

Customers may contract for less than their maximum entitlement of deliverability. A customer may contract up to this maximum entitlement with a combination of firm and interruptible deliverability as specified in Section (C) Storage Service.

5. Additional storage space or deliverability, in excess of the allocated entitlements per Notes 3 and 4, may be available at market prices.

6. Storage Space and Withdrawal Rights are not assignable to any other party without the prior written consent of Union.

7. Deliverability Inventory being defined as 20% of annual storage space.

8. Short Term Storage / Balancing Service is:
   - i) a combined space and interruptible deliverability service for short-term or off-peak storage in Union's storage facilities, or
   - ii) short-term firm deliverability, or
   - iii) a component of an operational balancing service offered.

In negotiating the rate to be charged for service, the matters that are to be considered include:
   - i) The minimum amount of storage service to which a customer is willing to commit,
   - ii) Whether the customer is contracting for firm or interruptible service during Union's peak or non-peak periods,
   - iii) Utilization of facilities, and
   - iv) Competition

TRANSPORTATION CHARGES:

	Demand Charge Rate/m^3/mo	Commodity Charge Rate/m^3	For Customers Providing Their Own Compressor Fuel: Fuel Ratio (5) (6)	Commodity Charge Rate/m^3
a) Annual Firm Transportation Demand Applied to the Firm Daily Contract Demand				
First 140,870 m^3 per month	19.0898 ¢			
All over 140,870 m^3 per month	13.0445 ¢			
b) Firm Transportation Commodity Paid on all firm quantities redelivered to the customer's Point(s) of Consumption				
First 2,360,653 m^3 per month		0.3116 ¢	0.555%	0.1835 ¢
All over 2,360,653 m^3 per month		0.2194 ¢	0.555%	0.0913 ¢
c) Interruptible Transportation Commodity Paid on all interruptible quantities redelivered to the customer's Point(s) of Consumption				
Maximum		2.6351 ¢	0.555%	2.5070 ¢

Notes:

1. All demand charges are paid monthly during the term of the contract for not less than one year unless Union, at its sole discretion, accepts a term of less than one year. Demand charges apply whether Union or the customer provides the fuel.

2. Effective January 1, 2007, new customers and existing customers with incremental daily firm demand requirements in excess of 1,200,000 m^3/day and who are directly connected to i) the Dawn-Trafalgar transmission system in close proximity to Parkway or ii) a third party pipeline, have the option to pay for service using a Billing Contract Demand. The Billing Contract Demand shall be determined by Union such that the annual revenues over the term of the contract will recover the invested capital, return on capital and operating and maintenance costs associated with the dedicated service in accordance with Union's system expansion policy. The firm transportation demand charge will be applied to the Billing Contract Demand. For customers choosing the Billing Contract Demand option, the authorized transportation overrun rate will apply to all volumes in excess of the Billing Contract Demand but less than the daily firm demand requirement.

3. In negotiating the rate to be charged for the transportation of gas under Interruptible Transportation, the matters that are to be considered include:

   a) The amount of the interruptible transportation for which customer is willing to contract,

   b) The anticipated load factor for the interruptible transportation quantities,

   c) Interruptible or curtailment provisions, and

   d) Competition.

4. In each contract year, the customer shall pay for a Minimum Interruptible Transportation Activity level as specified in the Contract. Overrun activity will not contribute to the minimum activity level.

5. Transportation fuel ratios do not apply to customers served from dedicated facilities directly connected to third party transmission systems with custody transfer metering at the interconnect.

6. Firm transportation fuel ratio does not apply to new customers or existing customers with incremental daily firm demand requirements in excess of 1,200,000 m^3/day that contract for M12 Dawn to Parkway transportation service equivalent to 100% of their daily firm demand requirement. If a customer with a daily firm demand requirement in excess of 1,200,000 m^3/day contracts for M12 Dawn to Parkway transportation service at less than 100% of their firm daily demand requirement, the firm transportation fuel ratio will be applicable to daily volumes not transported under the M12 transportation contract.

7. Either Union or a customer, or potential customer, may apply to the Ontario Energy Board to fix rates and other charges different from the rates and other charges specified herein if the changed rates and other charges are considered by either party to be necessary, desirable and in the public interest.

SUPPLEMENTAL CHARGES:

Rates for supplemental services are provided in Schedule "A".

Notes:

1. All demand charges are paid monthly during the term of the contract for not less than one year unless Union, in its sole discretion, accepts a term of less than one year.

OVERRUN SERVICE:

1. Annual Storage Space

Authorized

Authorized Overrun is provided as Storage/Balancing Service. It is payable on all quantities on any Day in excess of the customer's contracted Maximum Storage Space. Overrun will be authorized by Union at is sole discretion. Storage Space Overrun equal to the customer's firm deliveries from TCPL: less the customer's Firm Daily Contract Demand, all multiplied by the Days of Interruption called during the period of November 1 to March 31, will be automatically authorized until the following July 1.

Unauthorized

If in any month, the customer has gas in storage in excess of the contracted Maximum Storage Space, and which has not been authorized by Union or provided for under a short term supplemental storage service, such an event will constitute an occurrence of Unauthorized Overrun. The Unauthorized Overrun rate will be $6.000 per GJ applied to the greatest excess for each occurrence.

If on any Day the gas storage balance for the account of the customer is less than zero, the Unauthorized Overrun charge will apply for each GJ of gas below a zero inventory level and this amount of gas shall be deemed not to have been withdrawn from storage. The gas shall be deemed to have been sold to the customer at the highest spot price at Dawn in the month of occurrence and the month following occurrence as identified in the Canadian Gas Price Reporter and shall not be less than Union's approved weighted average cost of gas If the customer has contracted to provide its own deliverability inventory, the zero inventory level shall be deemed to mean twenty percent (20%) of the Annual Firm Storage Space.

2. Injection, Withdrawals and Transportation

Authorized

The following Overrun rates are applied to any quantities transported, injected or withdrawn in excess of 103% of the Contract parameters. Overrun will be authorized by Union at its sole discretion.

Automatic authorization of Injection Overrun will be given during all Days a customer has been interrupted.

	Union Providing Fuel	For Customers Providing Their Own Compressor Fuel Firm or Interruptible Service	
	Firm or Interruptible Service	Fuel Ratio	Commodity Charge
Storage Injections	$0.122/GJ	1.03%	$0.060/GJ
Storage Withdrawals	$0.122/GJ	1.03%	$0.060/GJ
Transportation	0.9392 ¢/m³	0.555%	0.8111 ¢/m³

Unauthorized

For all quantities on any Day in excess of 103% of the customer's contractual rights, for which authorization has not been received, the customer will be charged 4.7922 ¢ per m³ or $1.269 per GJ, as appropriate.

3. Storage / Balancing Service

Authorized

The following Overrun rates are applied to any quantities stored in excess of the Contract parameters. Overrun will be authorized by Union Gas at its sole discretion.

	Firm Service Rate/GJ
Space	$6.000
Injection / Withdrawal Maximum	$6.000

OTHER SERVICES & CHARGES:

1. **Monthly Charge**

In addition to the rates and charges described previously for each Point of Consumption, a Monthly Charge shall be applied as follows:

Monthly Charge	$1,795.31

2. **Diversion of Gas**

The availability of the right to divert gas will be based on Union's ability to accommodate the diversion. The price to be charged for the right to divert shall be determined through negotiation.

3. **Delivery Obligations**

Effective January 1, 2007, new customers and existing customers with incremental daily firm demand requirements in excess of 1,200,000 m^3/day who are delivering gas to Union under direct purchase arrangements may be entitled to non-obligated deliveries. The delivery options available to customers are detailed at www.uniongas.com/aboutus/regulatory/rates/deliveryobligations.asp.

Unless otherwise authorized by Union, all other customers who are delivering gas to Union under direct purchase arrangements must obligate to deliver at a point(s) specified by Union and must acquire and maintain firm transportation on all upstream pipeline systems. Customers initiating direct purchase arrangements, who previously received Gas Supply service, must also accept, unless otherwise authorized by Union, an assignment from Union of transportation capacity on upstream pipeline systems.

4. **Nominations**

Effective January 1, 2007, new customers and existing customers with incremental daily firm demand requirements in excess of 1,200,000 m^3/day who have non obligated deliveries may contract to use Union's 5 additional nomination windows (13 in total) for the purposes of delivering gas to Union. These windows are in addition to the standard NAESB and TCPL STS nomination windows. Customers taking the additional nomination window service will pay an additional monthly demand charge of $0.690/GJ/day/month multiplied by the non-obligated daily contract quantity.

5. **Additional Service Information**

Additional information on Union's T1 service offering can be found at www.uniongas.com/aboutus/regulatory/rates/T1info.asp. The additional information consists of, but is not limited to, the following:

i. Storage space and deliverability entitlement;
ii. The determination of gas supply receipt points and delivery obligations;
iii. The nomination schedule;
iv. The management of multiple redelivery points by a common fuel manager; and
v. The availability of supplemental transactional services including title transfers.

(D) Delayed Payment

When payment of the monthly bill has not been made in full 16 days after the bill has been issued, the unpaid balance including previous arrears shall be increased by 1.5% (annual effective rate of 19.56%).

STORAGE AND TRANSPORTATION RATES
FOR CONTRACT CARRIAGE CUSTOMERS

(A) Availability

Available to customers in Union's Southern Delivery Zone.

(B) Applicability

To a Distributor:

a) whose minimum annual transportation of natural gas is 700 000 m^3 or greater; and

b) who enters into a Carriage Service Contract with Union for the transportation or the storage and transportation of Gas for distribution to its customers; and

c) who has meters with electronic recording at each Point of Redelivery; and

d) for whom Union has determined transportation and/or storage capacity is available.

(C) Rates

The following rates shall be charged for all quantities contracted or handled as appropriate. The identified rates represent maximum prices for service. These rates may change periodically. Multi-year prices may also be negotiated, which may be higher than the identified rates.

STORAGE SERVICE:

			For Customers Providing Their Own Compressor Fuel	
	Demand Charge Rate/GJ/mo	Commodity Charge Rate/GJ	Fuel Ratio	Commodity Charge Rate/GJ
a) Annual Firm Storage Space Applied to contracted Maximum Annual Storage Space	$0.010			
b) Annual Firm Injection/Withdrawal Right: Applied to the contracted Maximum Annual Firm Injection/Withdrawal Right				
Union provides deliverability Inventory	$1.603			
Customer provides deliverability Inventory (4)	$1.016			
c) Incremental Firm Injection Right: Applied to the contracted Maximum Incremental Firm Injection Right	$1.016			
d) Annual Interruptible Withdrawal Right: Applied to the contracted Maximum Annual Interruptible Withdrawal Right	$1.016			

	Demand Charge Rate/GJ/mo	Commodity Charge Rate/GJ	For Customers Providing Their Own Compressor Fuel: Fuel Ratio	Commodity Charge Rate/GJ
e) Withdrawal Commodity Paid on all quantities withdrawn from storage up to the Maximum Daily Storage Withdrawal Quantity		$0.044	0.598%	$0.007
f) Injection Commodity Paid on all quantities injected into storage up to the Maximum Daily Storage Injection Quantity		$0.044	0.598%	$0.007
g) Short Term Storage / Balancing Service Maximum		$6.000		

Notes:

1. Demand charges for Annual Services are paid monthly during the term of the contract for not less than one year unless Union, in its sole discretion, accepts a term of less than one year. Demand charges apply whether Union or the customer provides the fuel.

2. Annual Firm Injection Rights are equal to 100% of their respective Annual Firm Withdrawal Rights. Injection Rights in excess of the Annual Firm Injection Rights will be charged at the Incremental Firm Injection Right.

3. Annual Firm Storage Space

   The maximum storage space available to a customer at the rates specified herein is determined by one of the following storage allocation methodologies:

   3.1 Aggregate Excess
   Aggregate excess is the difference between a customer's gas consumption in the 151-day winter period and consumption during the balance of the year. This calculation will be done using two years of historical data (with 25% weighting for each year) and one year of forecast data (with 50% weighting). If a customer is new, or an existing customer is undergoing a significant change in operations, the allocation will be based on forecast consumption only, as negotiated between Union and the customer. Once sufficient historical information is available for the customer, the standard calculation will be done. At each contract renewal, the aggregate excess calculation will be performed to set the new space allocation.

   3.2 Obligated daily contract quantity multiple of 15
   Obligated daily contract quantity is the firm daily quantity of gas which the customer must deliver to Union. The 15 x obligated daily contract quantity calculation will be done using the daily contract quantity for the upcoming contract year. At each contract renewal, the 15 x obligated daily contract quantity calculation will be performed to set the new space allocation.

   Customers may contract for less than their maximum entitlement of firm storage space.

4. Annual Injection/Withdrawal Right

   The maximum level of deliverability available to a customer at the rates specified herein is determined to be the greater of obligated daily contract quantity or firm daily contract demand less obligated daily contract quantity.

   Customers may contract for less than their maximum entitlement of deliverability. A customer may contract up to this maximum entitlement with a combination of firm and interruptible deliverability as specified in Section (C) Storage Service.

5. Additional storage space or deliverability, in excess of the allocated entitlements per Notes 3 and 4, may be available at market prices.

6. Storage Space and Withdrawal Rights are not assignable to any other party without the prior written consent of Union.

7. Deliverability Inventory being defined as 20% of annual storage space.

8. Short Term Storage / Balancing Service is:
   - i) a combined space and interruptible deliverability service for short-term or off-peak storage in Union's storage facilities, OR
   - ii) short-term firm deliverability, OR
   - iii) a component of an operational balancing service offered.

   In negotiating the rate to be charged for this service, the matters that are to be considered include:
   - i) The minimum amount of storage service to which a customer is willing to commit,
   - ii) Whether the customer is contracting for firm or interruptible service during Union's peak or non-peak periods,
   - iii) Utilization of facilities, and
   - iv) Competition

TRANSPORTATION CHARGES:

	Demand Charge Rate/m³/mo	Commodity Charge Rate/m³	For Customers Providing Their Own Compressor Fuel: Fuel Ratio (5) (6)	For Customers Providing Their Own Compressor Fuel: Commodity Charge Rate/m³
a) Annual Firm Transportation Demand (1) Applied to the Firm Daily Contract Demand	9.0218 ¢			
b) Firm Transportation Commodity Paid on all firm quantities redelivered to the Customer's Point(s) of Redelivery		0.2351 ¢	0.723%	0.0682 ¢

Notes:

1. All demand charges are paid monthly during the term of the contract for not less than one year unless Union, in its sole discretion, accepts a term of less than one year. Demand charges apply whether Union or the customer provides the fuel.

SUPPLEMENTAL CHARGES

Rates for supplemental services are provided in Schedule "A".

Notes:

1. All demand charges are paid monthly during the term of the contract for not less than one year unless Union, in its sole discretion, accepts a term of less than one year.

OVERRUN SERVICE

1. Annual Storage Space

Authorized

Authorized Overrun is provided as Storage/Balancing Service. It is payable on all quantities on any Day in excess of the customer's contracted Maximum Storage Space. Overrun will be authorized by Union at is sole discretion.

Unauthorized

If in any month, the customer has gas in storage in excess of the contracted Maximum Storage Space, and which has not been authorized by Union or provided for under a short term supplemental storage service, such an event will constitute an occurrence of Unauthorized Overrun. The Unauthorized Overrun rate will be $6.000 per GJ applied to the greatest excess for each occurrence.

If on any Day, the gas storage balance for the account of the customer is less than zero, the Unauthorized Overrun charge will apply for each GJ of gas below a zero inventory level and this amount of gas shall be deemed not to have been withdrawn from storage. The gas shall be deemed to have been sold to the customer at the highest spot price at Dawn in the month of occurrence and the month following occurrence as identified in the Canadian Gas Price Reporter and shall not be less than Union's approved weighted average cost of gas. If the customer has contracted to provide its own deliverability inventory, the zero inventory level shall be deemed to mean twenty percent (20%) of the Annual Firm Storage Space.

2. Injection, Withdrawals and Transportation

Authorized

The following Overrun rates are applied to any quantities transported, injected or withdrawn in excess of 103% of the Contract parameters. Overrun will be authorized by Union at its sole discretion.

	Union Providing Fuel	For Customers Providing Their Own Compressor Fuel Firm or Interruptible Service	
	Firm or Interruptible Service	Fuel Ratio	Commodity Charge
Storage Injections	$0.122/GJ	1.03%	$0.060/GJ
Storage Withdrawals	$0.122/GJ	1.03%	$0.060/GJ
Transportation	0.5317 ¢/m³	0.723%	0.3648 ¢/m³

Unauthorized

For all quantities on any Day in excess of 103% of the customer's contractual rights, for which authorization has not been received, the customer will be charged 36.0¢ per m³ or $9.536 per GJ, as appropriate.

3. Short Term Storage Services

Authorized

The following Overrun rates are applied to any quantities stored in excess of the Contract parameters. Overrun will be authorized by Union Gas at its sole discretion.

	Firm Service Rate/GJ
Space	$6.000
Injection	
Maximum	$6.000

OTHER SERVICES & CHARGES

1. **Monthly Charge**

In addition to the rates and charges described previously for each Point of redelivery a Monthly Charge shall be applied to each specific customer as follows:

		Monthly Charge
City of Kitchener	$	17,567.33
NRG	$	2,696.77
Six Nations	$	898.92

If a customer combines Sales Service with Contract Carriage Service, the monthly charge will be prorated such that the customer will under both services pay no more than the above monthly charge.

2. **Diversion of Gas**

The availability of the right to divert gas will be based on Union's ability to accommodate the diversion. The price to be charged for the right to divert shall be determined through negotiation.

3. Unless otherwise authorized by Union, customers who are delivering gas to Union under direct purchase arrangements must obligate to deliver at a point(s) specified by Union and must acquire and maintain firm transportation on all upstream pipeline systems. Customers initiating direct purchase arrangements must also accept, unless otherwise authorized by Union, an assignment from Union of transportation capacity on upstream pipeline systems.

(D) **Delayed Payment**

When payment of the monthly bill has not been made in full 16 days after the bill has been issued, the unpaid balance including previous arrears shall be increased by 1.5% (annual effective rate of 19.56%).

uniongas

Effective
2011-07-01
Schedule "A"

Gas Supply Charges

(A) Availability:

Available to customers in Union's Southern Delivery Zone.

(B) Applicability:

To all sales customers served under rates M1, M2, M4, M5A, M7, M9, M10 and storage and transportation customers taking supplemental services under rates T1 and T3.

(C) Rates:

	cents / m^3
Utility Sales	
Commodity and Fuel	14.9284 (1)
Commodity and Fuel - Price Adjustment	(1.1577)
Transportation	5.5644
Total Gas Supply Commodity Charge	19.3351
Minimum Annual Gas Supply Commodity Charge	
Rate M4 Firm and Rate M5A Interruptible Contract	6.2912

Storage and Transportation Supplemental Services - Rate T1 & T3	$/GJ
Monthly demand charges:	
Firm gas supply service	63.324
Firm backstop gas	2.202
Commodity charges:	
Gas supply	4.014
Backstop gas	5.800
Reasonable Efforts Backstop Gas	6.698
Supplemental Inventory	Note (2)
Supplemental Gas Sales Service (cents / m^3)	23.5479
Failure to Deliver: Applied to quantities not delivered to Union in the event the customer's supply fails	2.639
Discretionary Gas Supply Service (DGSS)	Note (3)

Notes:

(1) The Commodity and Fuel line includes gas supply administration charge of 0.3138 cents/ m^3.
(2) The charge for banked gas purchases shall be the higher of the daily spot gas cost at Dawn in the month of or the month following the month in which gas is sold under this rate and shall not be less than Union's approved weighted average cost of gas.
(3) Reflects the "back to back" price plus gas supply administration charge.

Effective: July 1, 2011
O.E.B. Order # EB-2011-0135 Chatham, Ontario

Supersedes EB-2011-0029 Rate Schedule effective April 1, 2011.

STORAGE RATES FOR
UNBUNDLED CUSTOMERS

(A) Availability

Available to customers in Union's Southern Delivery Zone.

(B) Applicability

To a customer, or an agent, who is authorized to service residential and non-contract commercial and industrial end-users paying for the Monthly Fixed Charge and Delivery charge under Rate M1 or Rate M2:

a) who enters into an Unbundled Service Contract with Union for the storage of Gas for use at facilities located within Union's gas franchise area;

b) who contracts for Standard Peaking Service (SPS) with Union unless the customer can demonstrate that it has a replacement to the deliverability available in the SPS physically tied into Union's system and an OEB approved rate to provide the SPS replacement service;

c) who accepts daily estimates of consumption at Points of Consumption as prepared by Union so that they may nominate an equivalent amount from storage, upstream transportation, or Ontario Producers authorized to sell to third parties;

d) who nominates injections and withdrawals from storage and deliveries on upstream pipeline systems daily or Ontario Producers authorized to sell to third parties;

e) for whom Union has determined storage capacity is available; and

f) who accepts a monthly bill as prepared by Union.

(C) Rates

The following rates shall be charged for all volumes contracted or handled as appropriate. The identified rates represent maximum prices for service. These rates may change periodically. Multi-year prices may also be negotiated, which may be higher than the identified rates.

STORAGE SERVICE	Demand Charge Rate/GJ/mo	Fuel Ratio	Commodity Charge Rate/GJ
i) Standard Storage Service (SSS)			
a) Combined Storage Space & Deliverability Applied to contracted Maximum Storage Space	$0.021		
b) Injection Commodity		0.598%	$0.015
c) Withdrawal Commodity		0.598%	$0.015
ii) Standard Peaking Service (SPS)			
a) Combined Storage Space & Deliverability Applied to contracted Maximum Storage Space	$0.102		
b) Injection Commodity		0.598%	$0.015
c) Withdrawal Commodity		1.03%	$0.015

	Demand Charge Rate/GJ/mo	Fuel Ratio	Commodity Charge Rate/GJ
iii) Supplemental Service			
a) Incremental Firm Injection Right: (5) Applied to the contracted Maximum Incremental Firm Injection Right	$0.921		
b) Incremental Firm Withdrawal Right: (5) Applied to the contracted Maximum Incremental Firm Withdrawal Right	$0.921		
c) Short Term Storage / Balancing Service - Maximum			$6.000

Notes:

1. Demand charges for Annual Services are paid monthly during the term of the Contract, which shall not be less than one year, unless Union, in its sole discretion, accepts a term of less than one year.

2. Daily Firm Injection and Withdrawal Rights shall be pursuant to the Storage Contract.

3. Storage Space, Withdrawal Rights, and Injection Rights are not assignable to any other party without the prior written consent of Union and where necessary, approval from the Ontario Energy Board.

4. Short Term Storage / Balancing service (less than 2 years) is:
   i) a combined space and interruptible deliverability service for short-term or off-peak storage in Union's storage facilities, OR
   ii) short-term incremental firm deliverability, OR
   iii) a component of an operational balancing service offered.

   In negotiating the rate to be charged for service, the matters that are to be considered include:
   i) The minimum amount of storage service to which a customer is willing to commit,
   ii) Whether the customer is contracting for firm or interruptible service during Union's peak or non-peak periods,
   iii) Utilization of facilities,
   iv) Competition, and
   v) Term.

5. Union's ability to offer incremental injection and withdrawal rights is subject to annual asset availability.

OVERRUN SERVICE

1. Injection and Withdrawal

Authorized

	Fuel Ratio	Commodity Charge Rate/GJ
Injection	1.03%	$0.045
Withdrawal	1.03%	$0.045

The Authorized Overrun rate is payable on all quantities on any Day in excess of the customer's contractual rights, for which authorization has been received. Overrun will be authorized by Union at its sole discretion.

Unauthorized

If in any month, the customer has gas in storage in excess of the contracted Maximum Storage Space or the gas storage balance for the account of the customer is less than zero or the customer has injected or withdrawn volumes from storage which exceeds their contractual rights, and which has not been authorized by Union or provided for under a short term storage/balancing service, such an event will constitute an occurrence of Unauthorized Overrun. The Unauthorized Overrun rate during the November 1 to April 15 period will be $60.00 per GJ. The Unauthorized Overrun rate during the April 16 to October 31 period will be $6.000 per GJ.

OTHER SERVICES & CHARGES

1. Unless otherwise authorized by Union, customers who are delivering gas to Union under direct purchase arrangements must commit to provide a call at Parkway, throughout the winter period, for a specified number of days. Customers initiating direct purchase arrangements, who previously received Gas Supply service, must also accept, unless otherwise authorized by Union, an assignment from Union of transportation capacity on upstream pipeline systems.

(D) Delayed Payment

When payment of the monthly bill has not been made in full 16 days after the bill has been issued, the unpaid balance including previous arrears shall be increased by 1.5% (annual effective rate of 19.56%).

STORAGE AND DELIVERY RATES
FOR UNBUNDLED CUSTOMERS

(A) Availability

Available to customers in Union's Southern Delivery Zone.

(B) Applicability

To an interruptible industrial and commercial customer:

a) whose daily contracted demand is between 4 800 m^3 and 140 870 m^3 inclusive;

b) who enters into an Unbundled Service Contract with Union for the delivery or the storage and delivery of Gas for use at facilities located within Union's gas franchise area;

c) who has meters with electronic recording at each Point of Consumption;

d) who nominates injections and withdrawals from storage, deliveries on upstream pipeline systems daily or Ontario Producers authorized to sell to third parties; and

e) for whom Union has determined delivery and/or storage capacity is available.

(C) Rates

The following rates shall be charged for all volumes contracted or handled as appropriate. The identified rates represent maximum prices for service. These rates may change periodically. Multi-year prices may also be negotiated, which may be higher than the identified rates.

STORAGE SERVICE	Demand Charge Rate/GJ/mo	Fuel Ratio	Commodity Charge Rate/GJ
i) Standard Storage Service (SSS)			
a) Combined Storage Space & Deliverability Applied to contracted Maximum Storage Space	$0.021		
b) Injection Commodity		0.598%	$0.015
c) Withdrawal Commodity		0.598%	$0.015
ii) Supplemental Service			
a) Incremental Firm Injection Right (5) Applied to the contracted Maximum Incremental Firm Injection Right	$0.921		
b) Incremental Firm Withdrawal Right (5) Applied to the contracted Maximum Incremental Firm Withdrawal Right	$0.921		
c) Short Term Storage / Balancing Service - Maximum			$6.000

Notes:

1. Demand charges for Annual Services are paid monthly during the term of the Contract, which shall not be less than one year, unless Union, in its sole discretion, accepts a term of less than one year.

2. Daily Firm Injection and Withdrawal Rights shall be pursuant to the Storage Contract.

3. Storage Space, Withdrawal Rights, and Injection Rights are not assignable to any other party without the prior written consent of Union and where necessary, approval from the Ontario Energy Board.

4. Short Term Storage / Balancing service (less than 2 years) is:
   i) a combined space and interruptible deliverability service for short-term or off-peak storage in Union's storage facilities, OR
   ii) short-term incremental firm deliverability, OR
   iii) a component of an operational balancing service offered.

   In negotiating the rate to be charged for service, the matters that are to be considered include:
   i) The minimum amount of storage service to which a customer is willing to commit,
   ii) Whether the customer is contracting for firm or interruptible service during Union's peak or non-peak periods,
   iii) Utilization of facilities,
   iv) Competition, and
   v) Term.

5. Union's ability to offer incremental injection and withdrawal rights is subject to annual asset availability.

DELIVERY SERVICE

1. Interruptible Service

The price of all gas delivered by the Company pursuant to any contract, contract amendment, or contract renewal shall be determined on the basis of the following schedules:

(i) Monthly Delivery Commodity Charge

Daily Contracted Demand Level (CD)	Price per m³ (¢/m³)
4 800 m³ ≤ CD < 17 000 m³	1.3690
17 000 m³ ≤ CD < 30 000 m³	1.2391
30 000 m³ ≤ CD < 50 000 m³	1.1708
50 000 m³ ≤ CD < 70 000 m³	1.1229
70 000 m³ ≤ CD < 100 000 m³	1.0886
100 000 m³ ≤ CD ≤ 140 870 m³	1.0549

(ii) Days Use of Interruptible Contract Demand

The price determined under Paragraph 1(i) of "Delivery Service" will be reduced by the amount based on the number of Days Use of Contracted Demand as scheduled below:

For 75 days use of contracted demand	0.053 ¢ per m³ minimum
For each additional days use of contracted demand up to a maximum of 275 days, an additional discount of	0.00212 ¢ per m³ minimum

(iii) Monthly Charge $498.70 per month

2. In each contract year, the customer shall take delivery from the Company or in any event pay for if available and not accepted by the customer, a minimum volume of gas or delivery services as specified in the contract between the parties and which will not be less than 700 000 m^3 per annum. Overrun volumes will not contribute to the minimum volume. In the event that the customer shall not take such minimum volume, the customer shall pay an amount equal to the deficiency from the minimum volume times a Delivery charge of 1.3690 ¢ per m^3.

   In the event that the contract period exceeds one year, the annual minimum volume will be prorated for any part year.

3. Non-Interruptible Service

   The Company may agree, at its sole discretion, to combine an interruptible service with a firm service in which case the amount of firm daily demand to be delivered shall be agreed upon by the Company and the customer.

   a) The monthly demand charge for firm daily deliveries will be 21.8523 ¢ per m^3.

   b) The commodity charge for firm service shall be the rate for firm service at the Company's firm rates net of a monthly demand charge of 21.8523 ¢ per m^3 of daily contracted demand.

   c) The interruptible commodity charge will be established under Clause 1 of "Delivery Service" of this schedule.

OVERRUN SERVICE

1. Injection and Withdrawal

Authorized

	Fuel Ratio	Commodity Charge Rate/GJ
Injection	1.03%	$0.045
Withdrawal	1.03%	$0.045

The Authorized Overrun rate is payable on all quantities on any Day in excess of the customer's contractual rights, for which authorization has been received. Overrun will be authorized by Union at its sole discretion.

Unauthorized

If in any month, the customer has gas in storage in excess of the contracted Maximum Storage Space or the gas storage balance for the account of the customer is less than zero or the customer has injected or withdrawn volumes from storage which exceeds their contractual rights, and which has not been authorized by Union or provided for under a short term storage/balancing service, such an event will constitute an occurrence of Unauthorized Overrun. The Unauthorized Overrun rate during the November 1 to April 15 period will be $60.00 per GJ. The Unauthorized Overrun rate during the April 16 to October 31 period will be $6.000 per GJ.

2. Delivery

Authorized

Overrun Delivery Service is available without penalty provided that it is authorized by the Company in advance. The Company will not unreasonably withhold authorization.

Unauthorized

Unauthorized Delivery Overrun Service taken in a month shall be paid for at the rate of 4.7922 ¢ per m^3.

OTHER SERVICES & CHARGES

1. Unless otherwise authorized by Union, customers who are delivering gas to Union under direct purchase arrangements must commit to provide a call at Parkway, throughout the winter period, for a specified number of days. Customers initiating direct purchase arrangements, who previously received Gas Supply service, must also accept, unless otherwise authorized by Union, an assignment from Union of transportation capacity on upstream pipeline systems.

2. **Nomination Variances**

   The rate for unauthorized parking or drafting which results from nomination variances shall be equal to 50% of the "Daily Balancing Fee" rate as described under Article XXII of TransCanada PipeLines Transportation Tariff. During the period September 1 to November 30, and February 1 to April 30, no Daily Balancing Fee is payable on the portion of the nomination variance which is less than the greater of 4% of the nominated amount and 150 GJ's. For the remainder of the year, no Daily Balancing Fee is payable on the portion of the nomination variance which is less than the greater of 8% of the nominated amount and 302 GJ's.

(D) Delayed Payment

When payment of the monthly bill has not been made in full 16 days after the bill has been issued, the unpaid balance including previous arrears shall be increased by 1.5% (annual effective rate of 19.56%).

STORAGE AND DELIVERY RATES
FOR UNBUNDLED CUSTOMERS

(A) Availability

Available to customers in Union's Southern Delivery Zone.

(B) Applicability

To a customer:

a) whose combined firm and interruptible service minimum annual delivery of natural gas is 5 000 000 m^3 or greater;

b) who enters into an Unbundled Service Contract with Union for the delivery or the storage and delivery of Gas for use at facilities located within Union's gas franchise area;

c) who has meters with electronic recording at each Point of Consumption;

d) who nominates injections and withdrawals from storage, deliveries on upstream pipeline systems daily, or Ontario Producers authorized to sell to third parties;

e) for whom Union has determined delivery and/or storage capacity is available; and

f) who has site specific energy measuring equipment installed at each Point of Consumption that will be used in determining energy balances.

For the purposes of qualifying for a rate class, the total quantities of gas consumed or expected to be consumed on the customer's property will be used, irrespective of the number of meters installed.

(C) Rates

The following rates shall be charged for all volumes contracted or handled as appropriate. The identified rates represent maximum prices for service. These rates may change periodically. Multi-year prices may also be negotiated, which may be higher than the identified rates.

STORAGE SERVICE	Demand Charge Rate/GJ/mo	Fuel Ratio	Commodity Charge Rate/GJ
i) Standard Storage Service (SSS)			
a) Combined Storage Space & Deliverability Applied to contracted Maximum Storage Space	$0.021		
b) Injection Commodity		0.598%	$0.015
c) Withdrawal Commodity		0.598%	$0.015
ii) Supplemental Service			
a) Incremental Firm Injection Right (5) Applied to the contracted Maximum Incremental Firm Injection Right	$0.921		
b) Incremental Firm Withdrawal Right (5) Applied to the contracted Maximum Incremental Firm Withdrawal Right	$0.921		
c) Short Term Storage / Balancing Service - Maximum			$6.000

Notes:

1. Demand charges for Annual Services are paid monthly during the term of the Contract, which shall not be less than one year, unless Union, in its sole discretion, accepts a term of less than one year.

2. Daily Firm Injection and Withdrawal Rights shall be pursuant to the Storage Contract.

3. Annual Firm Storage Space

   The maximum storage space available to a customer at the rates specified herein is determined by one of the following storage allocation methodologies:

   3.1 Aggregate Excess
   Aggregate excess is the difference between a customer's gas consumption in the 151-day winter period and consumption during the balance of the year. This calculation will be done using two years of historical data (with 25% weighting for each year) and one year of forecast data (with 50% weighting). If a customer is new, or an existing customer is undergoing a significant change in operations, the allocation will be based on forecast consumption only, as negotiated between Union and the customer. Once sufficient historical information is available for the customer, the standard calculation will be done. At each contract renewal, the aggregate excess calculation will be performed to set the new space allocation.

   3.2 Obligated daily contract quantity multiple of 15
   Obligated daily contract quantity is the firm daily quantity of gas which the customer must deliver to Union. The 15 x obligated daily contract quantity calculation will be done using the daily contract quantity for the upcoming contract year. At each contract renewal, the 15 x obligated daily contract quantity calculation will be performed to set the new space allocation.

   3.3 For new, large (daily firm transportation demand requirements in excess of 1,200,000 m^3/day) gas fired power generation customers, storage space is determined by peak hourly consumption x 24 x 4 days. Should the customer elect firm deliverability less than their maximum entitlement (see Note 4.2), the maximum storage space available at the rates specified herein is 10 x firm storage deliverability contracted, not to exceed peak hourly consumption x 24 x 4 days.

   Customers may contract for less than their maximum entitlement of firm storage space.

4. Annual Injection/Withdrawal Right

   The maximum level of deliverability available to a customer at the rates specified herein is determined by one of the following methodologies:

   4.1 The greater of obligated daily contract quantity or firm daily contract demand less obligated daily contract quantity.

   4.2 For new, large (daily firm transportation demand requirements in excess of 1,200,000 m^3/day) gas fired power generation customers, the maximum entitlement of firm storage deliverability is 24 times the customer's peak hourly consumption, with 1.2% firm deliverability available at the rates specified herein.

   Customers may contract for less than their maximum entitlement of deliverability. A customer may contract up to this maximum entitlement with a combination of firm and interruptible deliverability as specified in Section (C) Storage Service.

5. Additional storage space or deliverability, in excess of the allocated entitlements per Notes 3 and 4, may be available at market prices.

6. Storage Space, Withdrawal Rights, and Injection Rights are not assignable to any other party without the prior written consent of Union and where necessary, approval from the Ontario Energy Board.

7. Short Term Storage / Balancing service (less than 2 years) is:
   i) a combined space and interruptible deliverability service for short-term or off-peak storage in Union's storage facilities, OR
   ii) short-term incremental firm deliverability, OR
   iii) a component of an operational balancing service offered.

   In negotiating the rate to be charged for service, the matters that are to be considered include:
   i) The minimum amount of storage service to which a customer is willing to commit,
   ii) Whether the customer is contracting for firm or interruptible service during Union's peak or non-peak periods,
   iii) Utilization of facilities,
   iv) Competition, and
   v) Term.

8. Union's ability to offer incremental injection and withdrawal rights is subject to annual asset availability.

DELIVERY SERVICE	Demand Charge Rate/m^3/mo	Fuel Ratio (5) (6)	Commodity Charge Rate/ m^3
a) Annual Firm Delivery Demand Applied to the Firm Daily Contracted Demand			
First 140,870 m^3 per month	19.0898 ¢		
All over 140,870 m^3 per month	13.0445 ¢		
b) Firm Delivery Commodity Paid on all firm volumes redelivered to the customer's Point(s) of Consumption			
First 2,360,653 m^3 per month		0.555%	0.1835 ¢
All over 2,360,653 m^3 per month		0.555%	0.0913 ¢
c) Interruptible Delivery Commodity Paid on all interruptible volumes redelivered to the customer's Point of Consumption – Maximum		0.555%	2.5070 ¢

Notes:

1. All demand charges are paid monthly during the term of the Contract, which shall not be less than one year unless Union, at its sole discretion, accepts a term of less than one year.

2. Effective January 1, 2007, new customers and existing customers with incremental daily firm demand requirements in excess of 1,200,000 m^3/day and who are directly connected to i) the Dawn-Trafalgar transmission system in close proximity to Parkway or ii) a third party pipeline, have the option to pay for service using a Billing Contract Demand. The Billing Contract Demand shall be determined by Union such that the annual revenues over the term of the contract will recover the invested capital, return on capital and operating and maintenance costs associated with the dedicated service in accordance with Union's system expansion policy. The firm transportation demand charge will be applied to the Billing Contract Demand. For customers choosing the Billing Contract Demand option, the authorized transportation overrun rate will apply to all volumes in excess of the Billing Contract Demand but less than the daily firm demand requirement.

3. In negotiating the rate to be charged for the delivery of gas under interruptible Delivery, the matters that are to be considered include:

   a) The amount of the Interruptible Delivery for which customer is willing to contract,

   b) The anticipated load factor for the Interruptible Delivery volumes,

   c) Interruptible or curtailment provisions, and

   d) Competition.

4. In each contract year, the customer shall pay for a Minimum Interruptible Delivery Activity level as specified in the Contract. Overrun activity will not contribute to the minimum activity level.

5. Transportation fuel ratios do not apply to customers served from dedicated facilities directly connected to third party transmission systems with custody transfer metering at the interconnect.

6. Firm transportation fuel ratio does not apply to new customers or existing customers with incremental daily firm demand requirements in excess of 1,200,000 m^3/day that contract for M12 Dawn to Parkway transportation service equivalent to 100% of their daily firm demand requirement. If a customer with a daily firm demand requirement in excess of 1,200,000 m^3/day contracts for M12 Dawn to Parkway transportation service at less than 100% of their firm daily demand requirement, the firm transportation fuel ratio will be applicable to daily volumes not transported under the M12 transportation contract.

OVERRUN SERVICE

1. **Injection and Withdrawal**

Authorized

	Fuel Ratio	Commodity Charge Rate/GJ
Injection	1.03%	$0.045
Withdrawal	1.03%	$0.045

The Authorized Overrun rate is payable on all quantities on any Day in excess of the customer's contractual rights, for which authorization has been received. Overrun will be authorized by Union at its sole discretion.

Unauthorized

If in any month, the customer has gas in storage in excess of the contracted Maximum Storage Space or the gas storage balance for the account of the customer is less than zero or the customer has injected or withdrawn volumes from storage which exceeds their contractual rights, and which has not been authorized by Union or provided for under a short term storage/balancing service, such an event will constitute an occurrence of Unauthorized Overrun. The Unauthorized Overrun rate during the November 1 to April 15 period will be $60.00 per GJ. The Unauthorized Overrun rate during the April 16 to October 31 period will be $6.000 per GJ.

2. **Delivery**

Authorized

The following Authorized Overrun rates are applied to any volumes transported in excess of 103% of the Contract parameters. Overrun will be authorized by Union at its sole discretion.

	Fuel Ratio	Commodity Charge Rate/ m^3
Delivery	0.555%	0.8111 ¢

Unauthorized

For all volumes on any Day in excess of 103% of the customer's contractual rights, for which authorization has not been received, the customer will be charged a rate of 4.7922 ¢ per m^3.

OTHER SERVICES & CHARGES

1. Monthly Charge

In addition to the rates and charges described previously for each Point of Consumption, a Monthly Charge shall be applied as follows:

Monthly Charge	$1,795.31 per month

2. Delivery Obligations

Effective January 1, 2007, new customers and existing customers with incremental daily firm demand requirements in excess of 1,200,000 m^3/day who are delivering gas to Union under direct purchase arrangements may be entitled to non-obligated deliveries. The delivery options available to customers are detailed at www.uniongas.com/aboutus/regulatory/rates/deliveryobligations.asp.

Unless otherwise authorized by Union, all other customers who are delivering gas to Union under direct purchase arrangements must commit to provide a call at Parkway, throughout the winter period, for a specified number of days. Customers initiating direct purchase arrangements, who previously received Gas Supply service, must also accept, unless otherwise authorized by Union, an assignment from Union of transportation capacity on upstream pipeline systems.

3. Nominations

Effective January 1, 2007, new customers and existing customers with incremental daily firm demand requirements in excess of 1,200,000 m^3/day who have non obligated deliveries may contract to use Union's 5 additional nomination windows (13 in total) for U7 storage services, U7 delivery services and U7 gas supply receipts. These windows are in addition to the standard NAESB and TCPL STS nomination windows. Customers taking the additional nomination window service will pay an additional monthly demand charge of $0.690/GJ/day/month multiplied by the non-obligated daily contract quantity.

4. Nomination Variances

The rate for unauthorized parking or drafting which results from nomination variances (i.e. the difference between nominated consumption and actual consumption) shall be equal to 50% of the "Daily Balancing Fee" rate as described under Article XXII of TransCanada PipeLines Transportation Tariff. During the period September 1 to November 30, and February 1 to April 30, no Daily Balancing Fee is payable on the portion of the nomination variance which is less than the greater of 4% of the nominated amount and 150 GJ's. For the remainder of the year, no Daily Balancing Fee is payable on the portion of the nomination variance which is less than the greater of 8% of the nominated amount and 302 GJ's.

5. **Additional Service Information**

Additional information on Union's U7 service offering can be found at www.uniongas.com/aboutus/regulatory/rates/U7info.asp. The additional information consists of, but is not limited to, the following:

i. Storage space and deliverability entitlement;
ii. The determination of gas supply receipt points and delivery obligations;
iii. The nomination schedule;
iv. The management of multiple redelivery points by a common fuel manager; and
v. The availability of supplemental transactional services including title transfers

(D) Delayed Payment

When payment of the monthly bill has not been made in full 16 days after the bill has been issued, the unpaid balance including previous arrears shall be increased by 1.5% (annual effective rate of 19.56%).

STORAGE AND DELIVERY RATES
FOR UNBUNDLED CUSTOMERS

(A) Availability

Available to customers in Union's Southern Delivery Zone.

(B) Applicability

To a Distributor:

a) whose minimum annual delivery of natural gas is 700 000 m^3 or greater;

b) who enters into an Unbundled Service Contract with Union for the delivery or the storage and delivery of Gas for use at facilities located within Union's gas franchise area;

c) who has meters with electronic recording at each Point of Consumption;

d) who nominates injections and withdrawals from storage, deliveries on upstream pipeline systems daily or Ontario Producers authorized to sell to third parties; and

e) for whom Union has determined delivery and/or storage capacity is available.

(C) Rates

The following rates shall be charged for all volumes contracted or handled as appropriate. The identified rates represent maximum prices for service. These rates may change periodically. Multi-year prices may also be negotiated, which may be higher than the identified rates.

STORAGE SERVICE	Demand Charge Rate/GJ/mo	Fuel Ratio	Commodity Charge Rate/GJ
i) Standard Storage Service (SSS)			
a) Combined Storage Space & Deliverability Applied to contracted Maximum Storage Space	$0.021		
b) Injection Commodity		0.598%	$0.015
c) Withdrawal Commodity		0.598%	$0.015
ii) Supplemental Service			
a) Incremental Firm Injection Right (5) Applied to the contracted Maximum Incremental Firm Injection Right	$0.921		
b) Incremental Firm Withdrawal Right (5) Applied to the contracted Maximum Incremental Firm Withdrawal Right	$0.921		
c) Short Term Storage / Balancing Service - Maximum			$6.000

Notes:

1. Demand charges for Annual Services are paid monthly during the term of the Contract, which shall not be less than one year, unless Union, in its sole discretion, accepts a term of less than one year.

2. Daily Firm Injection and Withdrawal Rights shall be pursuant to the Storage Contract.

3. Annual Firm Storage Space

   The maximum storage space available to a customer at the rates specified herein is determined by one of the following storage allocation methodologies:

   3.1 Aggregate Excess
   Aggregate excess is the difference between a customer's gas consumption in the 151-day winter period and consumption during the balance of the year. This calculation will be done using two years of historical data (with 25% weighting for each year) and one year of forecast data (with 50% weighting). If a customer is new, or an existing customer is undergoing a significant change in operations, the allocation will be based on forecast consumption only, as negotiated between Union and the customer. Once sufficient historical information is available for the customer, the standard calculation will be done. At each contract renewal, the aggregate excess calculation will be performed to set the new space allocation.

   3.2 Obligated daily contract quantity multiple of 15
   Obligated daily contract quantity is the firm daily quantity of gas which the customer must deliver to Union. The 15 x obligated daily contract quantity calculation will be done using the daily contract quantity for the upcoming contract year. At each contract renewal, the 15 x obligated daily contract quantity calculation will be performed to set the new space allocation.

   Customers may contract for less than their maximum entitlement of firm storage space.

4. Annual Injection/Withdrawal Right

   The maximum level of deliverability available to a customer at the rates specified herein is determined to be the greater of obligated daily contract quantity or firm daily contract demand less obligated daily contract quantity.

   Customers may contract for less than their maximum entitlement of deliverability. A customer may contract up to this maximum entitlement with a combination of firm and interruptible deliverability as specified in Section (C) Storage Service.

5. Additional storage space or deliverability, in excess of the allocated entitlements per Notes 3 and 4, may be available at market prices.

6. Storage Space, Withdrawal Rights, and Injection Rights are not assignable to any other party without the prior written consent of Union and where necessary, approval from the Ontario Energy Board.

7. Short Term Storage / Balancing service (less than 2 years) is:
   i) a combined space and interruptible deliverability service for short-term or off-peak storage in Union's storage facilities, OR
   ii) short-term incremental firm deliverability, OR
   iii) a component of an operational balancing service offered.

   In negotiating the rate to be charged for service, the matters that are to be considered include:
   i) The minimum amount of storage service to which a customer is willing to commit,
   ii) Whether the customer is contracting for firm or interruptible service during Union's peak or non-peak periods,
   iii) Utilization of facilities,
   iv) Competition, and
   v) Term.

8. Union's ability to offer incremental injection and withdrawal rights is subject to annual asset availability.

DELIVERY SERVICE		Demand Charge Rate/ m^3/mo	Fuel Ratio	Commodity Charge Rate/ m^3
a)	Annual Firm Delivery Demand (1) Applied to the Firm Daily Contracted Demand	9.0218 ¢		
b)	Firm Delivery Commodity Paid on all firm volumes redelivered to the customer's Point(s) of Consumption		0.723%	0.0682 ¢

Notes:

1. All demand charges are paid monthly during the term of the Contract, which shall not be less than one year unless Union, at its sole discretion, accepts a term of less than one year.

OVERRUN SERVICE

1. **Injection and Withdrawal**

Authorized

	Fuel Ratio	Commodity Charge Rate/GJ
Injection	1.03%	$0.045
Withdrawal	1.03%	$0.045

The Authorized Overrun rate is payable on all quantities on any Day in excess of the customer's contractual rights, for which authorization has been received. Overrun will be authorized by Union at its sole discretion.

Unauthorized

If in any month, the customer has gas in storage in excess of the contracted Maximum Storage Space or the gas storage balance for the account of the customer is less than zero or the customer has injected or withdrawn volumes from storage which exceeds their contractual rights, and which has not been authorized by Union or provided for under a short term storage/balancing service, such an event will constitute an occurrence of Unauthorized Overrun. The Unauthorized Overrun rate during the November 1 to April 15 period will be $60.00 per GJ. The Unauthorized Overrun rate during the April 16 to October 31 period will be $6.000 per GJ.

2. **Delivery**

Authorized

The following Authorized Overrun rates are applied to any volumes transported in excess of 103% of the Contract parameters. Overrun will be authorized by Union at its sole discretion.

	Fuel Ratio	Commodity Charge Rate/ m^3
Delivery	0.723%	0.3648 ¢

Unauthorized

For all volumes on any Day in excess of 103% of the customer's contractual rights, for which authorization has not been received, the customer will be charged 36.0¢ per m^3 or $9.536 per GJ, as appropriate.

OTHER SERVICES & CHARGES

1. **Monthly Charge**

In addition to the rates and charges described previously for each Point of Consumption, a Monthly Charge shall be applied to each specific customer as follows:

	Monthly Charge
City of Kitchener	$ 17,567.33
NRG	$ 2,696.77
Six Nations	$ 898.92

If a customer combines Sales Service with Contract Carriage Service, the monthly charge will be prorated such that the customer will under both services pay no more than the above monthly charge.

2. Unless otherwise authorized by Union, customers who are delivering gas to Union under direct purchase arrangements must commit to provide a call at Parkway, throughout the winter period, for a specified number of days. Customers initiating direct purchase arrangements, who previously received Gas Supply service, must also accept, unless otherwise authorized by Union, an assignment from Union of transportation capacity on upstream pipeline systems.

3. **Nomination Variances**

The rate for unauthorized parking or drafting which results from nomination variances shall be equal to 50% of the "Daily Balancing Fee" rate as described under Article XXII of TransCanada PipeLines Transportation Tariff. During the period September 1 to November 30, and February 1 to April 30, no Daily Balancing Fee is payable on the portion of the nomination variance which is less than the greater of 4% of the nominated amount and 150 GJ's. For the remainder of the year, no Daily Balancing Fee is payable on the portion of the nomination variance which is less than the greater of 8% of the nominated amount and 302 GJ's.

(D) **Delayed Payment**

When payment of the monthly bill has not been made in full 16 days after the bill has been issued, the unpaid balance including previous arrears shall be increased by 1.5% (annual effective rate of 19.56%).

TRANSPORTATION RATES

(A) Applicability

The charges under this schedule shall be applicable to a Shipper who enters into a Transportation Service Contract with Union.

(B) Services

Transportation Service under this rate schedule shall be for transportation on Union's Dawn - Oakville facilities.

(C) Rates

The identified rates represent maximum prices for service. These rates may change periodically. Multi-year prices may also be negotiated, which may be higher than the identified rates.

	Monthly Demand Charge (applied to daily contract demand) Rate/GJ	Commodity and Fuel Charges: Fuel Ratio %	AND	Commodity Charge Rate/GJ
Firm Transportation (1)				
Dawn to Oakville/Parkway	$2.332	Monthly fuel rates and ratios shall be in accordance with schedule "C".		
Dawn to Kirkwall	$1.985			
Parkway to Dawn	n/a			
M12-X Firm Transportation				
Between Dawn, Kirkwall and Parkway	$2.877	Monthly fuel rates and ratios shall be in accordance with schedule "C".		
Limited Firm/Interruptible Transportation (1)				
Dawn to Parkway – Maximum	$5.597	Monthly fuel rates and ratios shall be in accordance with schedule "C".		
Dawn to Kirkwall -- Maximum	$5.597			
Parkway (TCPL) to Parkway (Cons) (2)		0.328%		

Authorized Overrun (3)

Authorized overrun rates will be payable on all quantities in excess of Union's obligation on any day. The overrun charges payable will be calculated at the following rates. Overrun will be authorized at Union's sole discretion.

Transportation Overrun	If Union supplies fuel Commodity Charge Rate/GJ	Commodity and Fuel Charges: Fuel Ratio %	AND	Commodity Charge Rate/GJ
Dawn to Parkway		Monthly fuel rates and ratios shall be in accordance with schedule "C".		$0.077
Dawn to Kirkwall				$0.065
Parkway to Dawn				$0.077
Parkway (TCPL) Overrun (4)	n/a	0.540%		n/a
M12-X Firm Transportation				
Between Dawn, Kirkwall and Parkway		Monthly fuel rates and ratios shall be in accordance with schedule "C".		$0.095

(C) Rates (Cont'd)

Unauthorized Overrun

Authorized Overrun rates will be payable on all quantities up to 2% in excess of Union's contractual obligation.

The Unauthorized Overrun shall be the higher of the reported daily spot price of gas at either Dawn, Parkway, Niagara or Iroquois in the month of or the month following the month in which the overrun occurred plus 25% for all usage on any day in excess of 102% of Union's contractual obligation.

Nomination Variances

Where Union and the shipper have entered into a Limited Balancing Agreement ("LBA"), the rate for unauthorized parking or drafting which results from nomination variances shall equal the "Balancing Fee" rate as described under Article XXII of TransCanada PipeLines Transportation Tariff.

Notes for Section (C) Rates:

(1) The annual transportation commodity charge is calculated by application of the YCRR Formula, as per Section (D). The annual transportation fuel required is calculated by application of the YCR Formula, as per Section (D).

(2) This rate is for westerly transportation within the Parkway yard, from Parkway (TCPL) to Parkway (Cons) or Lisgar.

(3) For purposes of applying the YCRR Formula or YCR Formula (Section (D)) to transportation overrun quantities, the transportation commodity revenue will be deemed to be equal to the commodity charge of the applicable service as detailed in Section (B).

(4) This ratio will be applied to all gas quantities for which Union is obligated to deliver to Parkway (Cons) or Lisgar and has agreed to deliver to Parkway (TCPL) on an interruptible basis. This will be in addition to any rate or ratio paid for transportation easterly to Parkway (Cons) or Lisgar.

(5) A demand charge of $0.690/GJ/day/month will be applicable for customers contracting for firm all day transportation service in addition to the demand charges appearing on this schedule for firm transportation service to either Kirkwall or Parkway

(D) Transportation Commodity

The annual fuel charge in kind or in dollars for transportation service in any contract year shall be equal to the sum of the application of the following equation applied monthly for the 12 months April through March (The "YCRR" or "YCR" Formula). An appropriate adjustment in the fuel charges will be made in May for the previous 12 months ending March 31st to obtain the annual fuel charges as calculated using the applicable "YCRR" or "YCR" Formula. At Union's sole discretion Union may make more frequent adjustments than once per year. The YCRR and YCR adjustments must be paid/remitted to/from Shippers at Dawn within one billing cycle after invoicing.

(D) Transportation Commodity (Cont'd)

$$YCR = \sum_{1}^{4} [(0.003280 \times (QT1 + QT3)) + (DSF \times (QT1 + QT3)) + F_{ST}] \text{ For June 1 to Sept. 30}$$

plus

$$\sum_{5}^{12} [(0.003280 \times (QT1 + Q3)) + (DWF \times QT1) + F_{WT}] \text{ For Oct. 1 to May 31}$$

$$YCRR = \sum_{1}^{4} [(0.003280 \times (QT1 + QT3)) + (DSF \times (QT1 + QT3)) + F_{ST}] \times R \text{ For June 1 to Sept. 30}$$

plus

$$\sum_{5}^{12} [(0.003280 \times (QT1 + Q3)) + (DWF \times QT1) + F_{WT}] \times R \text{ For Oct. 1 to May 31}$$

where: DSF = 0.00000 for Dawn summer fuel requirements
DWF = 0.0020 for Dawn winter fuel requirements

in which:

YCR Yearly Commodity Required

The sum of 12 separate monthly calculations of Commodity Quantities required for the period from April through March.

YCRR Yearly Commodity Revenue Required

The sum of 12 separate monthly calculations of Commodity Revenue required for the period April through March.

QT1 Monthly quantities in GJ transported easterly hereunder received at Dawn at not less than 4 850 kPa but less than 5 860 kPa (compression required at Dawn).

QT3 Monthly quantities in GJ transported westerly hereunder received at the Parkway (Oakville) Delivery Point.

F_{WT} The individual Shipper's monthly share of compressor fuel used in GJ which was required at Union's Lobo, Bright, Trafalgar and Parkway Compressor Stations ("Lobo", "Bright", "Trafalgar" and "Parkway") to transport the same Shipper's QT1 monthly quantities easterly.

Lobo, Bright, Trafalgar and Parkway compressor fuel required by each Shipper will be calculated each month.

The monthly Lobo and Bright compressor fuel will be allocated to each Shipper in the same proportion as the Shipper's monthly quantities transported is to the monthly transported quantity for all users including Union.

The monthly Parkway and Trafalgar compressor fuel used will be allocated to each Shipper in the same proportion as the monthly quantity transported to Parkway (TCPL) for each user is to the total monthly quantity transported for all users including Union.

(D) Transportation Commodity (Cont'd)

F_{ST} The individual Shipper's monthly share of compressor fuel used in GJ which was required at Union's Lobo, Bright, Trafalgar and Parkway compressor stations to transport the same Shipper's quantity on the Trafalgar system.

Lobo, Bright, Trafalgar and Parkway compressor fuel required by each Shipper will be calculated each month.

R Union's weighted average cost of gas in $/GJ.

Notes

(i) In the case of Easterly flow, direct deliveries by TCPL at Parkway to Union or on behalf of Union to Union's Transportation Shippers will be allocated to supply Union's markets on the Dawn-Oakville/Parkway facilities starting at Parkway and proceeding westerly to successive laterals until exhausted.

(E) Provision for Compressor Fuel

For a Shipper that has elected to provide its own compressor fuel.

Transportation Fuel

On a daily basis, the Shipper will provide Union at the delivery point and delivery pressure as specified in the contract, a quantity (the "Transportation Fuel Quantity") representing the Shipper's share of compressor fuel and unaccounted for gas for transportation service on Union's system.

The Transportation Fuel Quantity will be determined on a daily basis, as follows:

Transportation Fuel Quantity = Transportation Quantity x Transportation Fuel Ratio.

In the event that the actual quantity of fuel supplied by the Shipper was different from the actual fuel quantity as calculated using the YCR formula, an adjustment will be made in May for the previous 12 months ending March 31st.

Nominations

The Shipper will be required to nominate its Transportation Fuel Quantity in addition to its normal nominations for transportation services.

(F) Terms of Service

The General Terms & Conditions applicable to this rate schedule shall be in accordance with the attached Schedule "A" for contracts in effect before October 1, 2010. The General Terms & Conditions applicable to this rate schedule shall be in accordance with the attached Schedule "A 2010" for contracts in effect on or after October 1, 2010.

(G) Nominations

Nominations under this rate schedule shall be in accordance with the attached Schedule "B" for contracts in effect before October 1, 2010. Nominations under this rate schedule shall be in accordance with the attached Schedule "B 2010" for contracts in effect on or after October 1, 2010.

(H) Monthly Fuel Rates and Ratios

Monthly fuel rates and ratios under this rate schedule shall be in accordance with Schedule "C".

(I) Receipt and Delivery Points and Pressures

Receipt and Delivery Points and Pressures under this rate schedule shall be in accordance with Schedule "D 2010" for contracts in effect on or after October 1, 2010.

SCHEDULE "A"

RATE M12
GENERAL TERMS & CONDITIONS

I. DEFINITIONS

Except where the context expressly requires or states another meaning, the following terms, when used in these General Terms & Conditions and in any contract into which these General Terms & Conditions are incorporated, shall be construed to have the following meanings:

1. "Contract" shall refer to the contract to which these General Terms & Conditions shall apply, and into which they are incorporated;

2. "cubic metre" shall mean the volume of gas which occupies one cubic metre when such gas is at a temperature of 15 degrees Celsius, and at a pressure of 101.325 kilopascals absolute;

3. "day" shall mean a period of twenty-four (24) consecutive hours beginning at 9:00 a.m. Central Standard time. The reference date for any day shall be the calendar date upon which the twenty-four (24) hour period shall commence;

4. "delivery" shall mean any gas that is delivered by Union into Shipper's possession, or to the possession of Shipper's agent;

5. "firm" shall mean service not subject to curtailment or interruption except under Articles XI and XII of this Schedule "A";

6. "gas" shall mean gas as defined in the Ontario Energy Board Act, 1998, S.O. 1998, c.15, Sch. B, as amended, supplemented or re-enacted from time to time;

7. "gross heating value" shall mean the total heat expressed in megajoules per cubic metre (MJ/m^3) produced by the complete combustion at constant pressure of one (1) cubic metre of gas with air, with the gas free of water vapour and the temperature of the gas, air and products of combustion at standard temperature and all water formed by the combustion reaction condensed to the liquid state;

8. "interruptible service" shall mean service subject to curtailment or interruption, after notice, at any time;

9. "Interconnecting Pipeline" shall mean a pipeline that directly connects to the Union pipeline system;

10. "joule" (J) shall mean the work done when the point of application of a force of one (1) newton is displaced a distance of one (1) metre in the direction of the force. The term "megajoule" (MJ) shall mean 1,000,000 joules. The term "gigajoule" (GJ) shall mean 1,000,000,000 joules;

11. "limited interruptible service" shall mean gas service subject to interruption or curtailment on a limited number of days as specified in the Contract;

12. "m^3" shall mean cubic metre of gas and "10^3m^3" shall mean 1,000 cubic metres of gas;

13. "month" shall mean the period beginning at 9:00 a.m. Central Standard time on the first day of a calendar month and ending at 9:00 a.m. Central Standard time on the first day of the following calendar month;

14. "OEB" means the Ontario Energy Board;

15. "pascal" (Pa) shall mean the pressure produced when a force of one (1) newton is applied to an area of one (1) square metre. The term "kilopascal" (kPa) shall mean 1,000 pascals;

16. "receipt" shall mean any gas that is delivered into Union's possession, or the possession of Union's agent;

17. "Shipper", shall have the meaning as defined in the Contract and shall also include Shipper's agent(s);

18. "TCPL" means TransCanada PipeLines Limited;

II. GAS QUALITY

1. Natural Gas: The minimum gross heating value of the gas delivered to/by Union hereunder, shall be thirty-six (36) megajoules per cubic metre. The maximum gross heating value of the gas delivered to/by Union hereunder shall be forty point two (40.2) megajoules per cubic metre. The gas to be delivered hereunder to Union may be a commingled supply from Shipper's natural gas sources of supply. The gas to be delivered by Union may be a commingled supply from Union's sources of gas supply; provided, however, that helium, natural gasoline, butane, propane and other hydrocarbons except methane may be removed prior to delivery to Shipper. Further, Union may subject, or permit the subjection of, the gas to compression, dehydration, cooling, cleaning and other processes.

2. Freedom from objectionable matter: The gas to be delivered to/by Union hereunder,

   a. shall be commercially free from sand, dust, gums, crude oils, lubricating oils, liquids, chemicals or compounds used in the production, treatment, compression or dehydration of the gas or any other objectionable substance in sufficient quantity so as to render the gas toxic, unmerchantable or cause injury to or interference with the proper operation of the lines, regulators, meters or other appliances through which it flows,

   b. shall not contain more than seven (7) milligrams of hydrogen sulphide per cubic metre of gas nor more than four hundred and sixty (460) milligrams of total sulphur per cubic metre of gas as determined by standard methods of testing,

   c. shall not contain more than five (5) milligrams of mercaptan sulphur per cubic metre of gas,

   d. shall not contain more than two point zero (2.0) molar percent by volume of carbon dioxide in the gas,

   e. shall not contain more than zero point five (0.5) molar percent by volume of carbon monoxide in the gas,

   f. shall not contain more than zero point four (0.4) molar percent by volume of oxygen in the gas,

   g. shall not contain more than four point zero (4.0) molar percent by volume of hydrogen in the gas,

   h. shall not contain more than sixty-five (65) milligrams of water vapour per cubic metre of the gas,

   i. shall not have a hydrocarbon dewpoint exceeding minus ten (-10) degrees Celsius at five thousand-five hundred (5500) kPa pressure,

   j. shall not contain less than one point zero (1.0) molar percent by volume of ethane in the gas,

   k. shall at all times be interchangeable with other pipeline gas such that the yellow tipping, flashback and lifting factors shall be within the range permitted for gas according to AGA Research Bulletin No. 36.

3. In addition to any other right or remedy of a party, each party shall be entitled to refuse to accept delivery of any gas which does not conform to any of the specifications set out in Section 2.

III. MEASUREMENTS

1. Storage, Transportation, and/or Sales Unit: ("The Unit") The Unit of the gas delivered to Union shall be a megajoule or a gigajoule. The unit of gas transported or stored by Union shall be a megajoule or a gigajoule. The unit of gas delivered by Union shall be a megajoule, a gigajoule, a cubic metre (m^3) or one thousand cubic metres (10^3m^3) at Union's discretion.

2. Determination of Volume and Energy:

a. The volume and energy amounts determined under the Contract shall be determined in accordance with the Electricity and Gas Inspection Act (Canada), assented to 31 March, 1982 and the Electricity and Gas Inspection Regulations, P.C. 1986-116, 16 January, 1986, and any documents issued under the authority of the Act and Regulations and any amendments thereto.

b. The supercompressibility factor shall be determined in accordance with either the "Manual for Determination of Supercompressibility Factors for Natural Gas" (PAR Project NX-19) published in 1962 or with American Gas Association Transmission Measurement Committee Report No. 8, Nov. 1992, at Union's discretion, all as amended from time to time.

c. The volume and/or energy of the gas delivered to/by Union hereunder shall be determined by the measurement equipment designated in Article VII - Measuring Equipment, of this schedule.

IV. RECEIPT POINT AND DELIVERY POINT

1. Unless otherwise specified in the Contract, the point or points of receipt for all gas to be covered hereunder shall be on the outlet side of the measuring stations located at or near the point or points of connection specified in the Contract, where Union takes possession of the gas.

2. Unless otherwise specified in the Contract, the point or points of delivery for all gas to be covered hereunder shall be on the outlet side of the measuring stations located at or near the point or points of connection as specified in the Contract where Shipper takes possession of the gas.

V. POSSESSION OF AND RESPONSIBILITY FOR GAS

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VI. FACILITIES ON SHIPPER'S PROPERTY

Except under those conditions where Union is delivering to TCPL for TCPL or Shipper at Union's Parkway Point of Delivery, or to an Interconnecting Pipeline, or where otherwise specified in the Contract, the following will apply:

1. Construction and Maintenance: Union, at its own expense may construct, maintain and operate on Shipper's property at the delivery point a measuring station properly equipped with a meter or meters and any other necessary measuring equipment for properly measuring the gas redelivered under the Contract. Shipper will grant to Union a lease and/or rights-of-way over property of Shipper as required by Union to install such facilities and to connect same to Union's pipeline.

2. Entry: Union, its servants, agents and each of them may at any reasonable time on notice (except in cases of emergency) to Shipper or his duly authorized representative enter Shipper's property for the purpose of constructing, maintaining, removing, operating and/or repairing station equipment.

3. Property: The said station and equipment will be and remain the property of Union notwithstanding it is constructed on and attached to the realty of Shipper, and Union may at its own expense remove it upon termination of the Contract and will do so if so requested by Shipper.

VII. MEASURING EQUIPMENT

1. Metering by Union: Union will install and operate meters and related equipment as required and in accordance with the Act and Regulations referenced in Article III subparagraph 2.a.

2. Metering by Others: In the event that all or any gas delivered to/by Union hereunder is measured by a meter that is owned and operated by an Interconnecting Pipeline, then Union and Shipper agree to accept that metering for the

purpose of determining the volume and energy of gas delivered to/by Union on behalf of the Shipper. The standard of measurement and tests for the gas delivered to/by Union hereunder shall be in accordance with the general terms and conditions as incorporated in that Interconnecting Pipeline company's gas tariff as approved by their regulatory body.

3. Check Measuring Equipment: Shipper may install, maintain and operate, at the redelivery point, at its own expense, such check measuring equipment as desired, provided that such equipment shall be so installed as not to interfere with the operation of Union's measuring equipment at or near the delivery point, and shall be installed, maintained and operated in conformity with the same standards and specifications applicable to Union's metering facilities.

4. Rights of Parties: The measuring equipment installed by either party, together with any building erected by it for such equipment, shall be and remain its property. However, Union and Shipper shall have the right to have representatives present at the time of any installing, reading, cleaning, changing, repairing, inspecting, testing, calibrating, or adjusting done in connection with the other's measuring equipment used in measuring or checking the measurement of deliveries of gas to/by Union under the Contract. Either party will give the other party reasonable notice of its intention to carry out the acts herein specified. The records from such measuring equipment shall remain the property of their owner, but upon request each will submit to the other its records and charts, together with calculations therefrom, for inspection and verification, subject to return within ten days after receipt thereof.

5. Calibration and Test of Measuring Equipment: The accuracy of Union's measuring equipment shall be verified by Union at reasonable intervals, and if requested, in the presence of representatives of Shipper, but Union shall not be required to verify the accuracy of such equipment more frequently than once in any thirty (30) day period. In the event either party shall notify the other that it desires a special test of any measuring equipment, the parties shall co-operate to secure a prompt verification of the accuracy of such equipment. The expense of any such special test, if called for by Shipper, shall be borne by Shipper if the measuring equipment tested is found to be in error by not more than two per cent (2%). If, upon test, any measuring equipment is found to be in error by not more than two per cent (2%), previous recordings of such equipment shall be considered accurate in computing redeliveries of gas, but such equipment shall be adjusted at once to record as near to absolute accuracy as possible. If the test conducted shows a percentage of inaccuracy greater than two percent (2%), the financial adjustment, if any, shall be calculated in accordance with the Electricity and Gas Inspection Act (1982) and regulations thereunder, as may be amended from time to time and in accordance with any successor statutes and regulations.

6. Preservation of Metering Records: Union and Shipper shall each preserve for a period of at least six (6) years all test data, and other relevant records.

VIII. BILLING

1. Monthly Billing Date: Union shall render bills on or before the 10th day of each month for all services furnished during the preceding month. Such charges may be based on estimated quantities, if actual quantities are unavailable in time to prepare the billing. Union shall provide, in a succeeding month's billing, an adjustment based on any difference between actual quantities and estimated quantities, without any interest charge. If presentation of a bill to Shipper is delayed after the 10th day of the month, then the time of payment shall be extended accordingly, unless Shipper is responsible for such delay.

2. Right of Examination: Both Union and Shipper shall have the right to examine at any reasonable time the books, records and charts of the other to the extent necessary to verify the accuracy of any statement, chart or computation made under or pursuant to the provisions of the Contract.

IX. PAYMENTS

1. Monthly payments: Shipper shall pay the invoiced amount directly into Union's bank account as directed on the invoice on or before the twentieth (20th) day of each month. If the payment date is not a business day, then payment must be received in Union's account on the first business day preceding the twentieth (20th) day of the month.

2. Remedies for non-payment: Should Shipper fail to pay all of the amount of any bill as herein provided when such amount is due,

a. Shipper shall pay to Union interest on the unpaid portion of the bill accruing at a rate per annum equal to the minimum commercial lending rate of Union's principal banker in effect from time to time from the due date until the date of payment.

b. If such failure to pay continues for thirty (30) days after payment is due, Union, in addition to any other remedy it may have under the Contract, may suspend service(s) until such amount is paid. Notwithstanding such suspension, all demand charges shall continue to accrue hereunder as if such suspension were not in place.

If Shipper in good faith disputes the amount of any such bill or part thereof Shipper shall pay to Union such amounts as it concedes to be correct. At any time thereafter, within twenty (20) days of a demand made by Union, Shipper shall furnish financial assurances satisfactory to Union, guaranteeing payment to Union of the amount ultimately found due upon such bill after a final determination. Such a final determination may be reached either by agreement, arbitration decision or judgement of the courts, as may be the case. Union shall not be entitled to suspend service(s) because of such non-payment unless and until default occurs in the conditions of such financial assurances or default occurs in payment of any other amount due to Union hereunder.

Notwithstanding the foregoing paragraph(s), Shipper is not relieved from the obligation to continue its deliveries of gas to Union under the terms of any agreement, where Shipper has contracted to deliver specified quantities of gas to Union.

3. Billing Adjustments: If it shall be found that at any time or times Shipper has been overcharged or undercharged in any form whatsoever under the provisions of the Contract and Shipper shall have actually paid the bills containing such overcharge or undercharge, Union shall refund the amount of any such overcharge and interest shall accrue from and including the first day of such overcharge as paid to the date of refund and shall be calculated but not compounded at a rate per annum determined each day during the calculation period to be equal to the minimum commercial lending rate of Union's principal banker, and the Shipper shall pay the amount of any such undercharge, but without interest. In the event Union renders a bill to Shipper based upon measurement estimates, the required adjustment to reflect actual measurement shall be made on the bill next following the determination of such actual measurement, without any charge of interest. In the event an error is discovered in the amount billed in any statement rendered by Union, such error shall be adjusted by Union. Such overcharge, undercharge or error shall be adjusted by Union on the bill next following its determination (where the term "bill" next following shall mean a bill rendered at least fourteen (14) days after the day of its determination), provided that claim therefore shall have been made within six (6) years from the date of the incorrect billing. In the event any refund is issued with Shipper's gas bill, the aforesaid date of refund shall be deemed to be the date of the issue of bill.

X. ARBITRATION

If and when any dispute, difference or question shall arise between the parties hereto touching the Contract or anything herein contained, or the construction hereof, or the rights, duties or liabilities of the parties in relation to any matter hereunder, the matter in dispute shall be submitted and referred to arbitration within ten (10) days after written request of either party. Upon such request each party shall appoint an arbitrator, and the two so appointed shall appoint a third. A majority decision of the arbitrators shall be final and binding upon both parties. In all other respects the provisions of the Arbitration Act of the Province of Ontario, or any Act passed in amendment thereof or substitution therefore, shall apply to each such submission. Operations under the Contract shall continue, without prejudice, during any such arbitration and the costs attributable to such arbitration shall be shared equally by the parties hereto.

XI. FORCE MAJEURE

1. The term "force majeure" as used herein shall mean acts of God, strikes, lockouts or any other industrial disturbance, acts of the public enemy, sabotage, wars, blockades, insurrections, riots, epidemics, landslides, lightening, earthquakes, fires, storms, floods, washouts, arrests and restraints of governments and people, civil disturbances, explosions, breakage or accident to machinery or lines of pipe, freezing of wells or lines of pipe, inability to obtain materials, supplies, permits or labour, any laws, orders, rules, regulations, acts or restraints of any governmental body

or authority (civil or military), any act or omission that is excused by any event or occurrence of the character herein defined as constituting force majeure, any act or omission by parties not controlled by the party having the difficulty and any other similar cases not within the control of the party claiming suspension and which by the exercise of due diligence such party is unable to prevent or overcome.

2. In the event that either the Shipper or Union is rendered unable, in whole or in part, by force majeure, to perform or comply with any obligation or condition of the Contract, such party shall give notice and full particulars of such force majeure in writing delivered by hand, fax or other direct written electronic means to the other party as soon as possible after the occurrence of the cause relied on and subject to the provision of this Article.

3. Neither party shall be entitled to the benefit of the provisions of force majeure hereunder if any or all of the following circumstances prevail: the failure resulting in a condition of force majeure was caused by the negligence of the party claiming suspension; the failure was caused by the party claiming suspension where such party failed to remedy the condition by making all reasonable efforts (short of litigation, if such remedy would require litigation); the party claiming suspension failed to resume the performance of such condition obligations with reasonable dispatch; the failure was caused by lack of funds; the party claiming suspension did not as soon as possible after determining or within a period within which it should acting reasonably have determined that the occurrence was in the nature of force majeure and would affect its ability to observe or perform any of its conditions or obligations under the Contract give to the other party the notice required hereunder.

4. The party claiming suspension shall likewise give notice as soon as possible after the force majeure condition is remedied, to the extent that the same has been remedied, and that such party has resumed or is then in a position to resume the performance of the obligations and conditions of the Contract.

XII. DEFAULT AND TERMINATION

In case of the breach or non-observance or non-performance on the part of either party hereto of any covenant, proviso, condition, restriction or stipulation contained in the Contract (but not including herein failure to take or make delivery in whole or in part of the gas delivered to/by Union hereunder occasioned by any of the reasons provided for in Article XI hereof) which has not been waived by the other party, then and in every such case and as often as the same may happen, the Non-defaulting party may give written notice to the Defaulting party requiring it to remedy such default and in the event of the Defaulting party failing to remedy the same within a period of thirty (30) days from receipt of such notice, the Non-defaulting party may at its sole option declare the Contract to be terminated and thereupon the Contract shall be terminated and be null and void for all purposes other than and except as to any liability of the parties under the same incurred before and subsisting as of termination. The right hereby conferred upon each party shall be in addition to, and not in derogation of or in substitution for, any other right or remedy which the parties respectively at law or in equity shall or may possess.

XIII. MODIFICATION

Subject to Union's M12 Rate Schedule, Schedule A, Article XV and the ability of Union to amend the M12 Rate Schedule with the approval of the OEB, no amendment or modification of the Contract shall be effective unless the same shall be in writing and signed by each of the Shipper and Union.

XIV. NON-WAIVER AND FUTURE DEFAULT

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XV. LAWS, REGULATIONS AND ORDERS

The Contract and the respective rights and obligations of the parties hereto are subject to all present and future valid laws, orders, rules and regulations of any competent legislative body, or duly constituted authority now or hereafter having jurisdiction and the Contract shall be varied and amended to comply with or conform to any valid order or direction of any board, tribunal or administrative agency which affects any of the provisions of the Contract.

SCHEDULE "A 2010"

RATE M12
GENERAL TERMS & CONDITIONS

I. DEFINITIONS

Except where the context expressly requires or states another meaning, the following terms, when used in these General Terms & Conditions and in any contract into which these General Terms & Conditions are incorporated, shall be construed to have the following meanings:

"**Authorized Overrun**" shall mean the amount by which Shipper's Authorized Quantity exceeds the Contract Demand;

"**Available Capacity**" shall mean at any time, Union's remaining available capacity to provide Transportation Services;

"**Eastern Clock Time**" shall mean the local clock time in the Eastern Time Zone on any Day;

"**Contract**" shall refer to the contract to which these General Terms & Conditions shall apply, and into which they are incorporated;

"**Contract Year**" shall mean a period of three hundred and sixty-five (365) consecutive days provided however, that any such period which contains a date of February 29 shall consist of three hundred and sixty-six (366) consecutive days commencing on November 1 of each year; except for the first Contract Year which shall commence on the Commencement Date and end on the first October 31 that follows such date;

"**cubic metre**" shall mean the volume of gas which occupies one cubic metre when such gas is at a temperature of 15 degrees Celsius, and at a pressure of 101.325 kilopascals absolute;

"**day**" or "**Day**" shall mean a period of twenty-four (24) consecutive hours beginning at 10:00 a.m. Eastern Clock Time. The reference date for any day shall be the calendar date upon which the twenty-four (24) hour period shall commence;

"**delivery**" shall mean any gas that is delivered by Union into Shipper's possession, or to the possession of Shipper's agent;

"**Expansion Facilities**" shall mean any new facilities to be constructed by Union in order to provide Transportation Services;

"**firm**" or "**Firm**" shall mean service not subject to curtailment or interruption except under Articles XI, XII and XVIII herein;

"**gas**" or "**Gas**" shall mean gas as defined in the Ontario Energy Board Act, 1998, S.O. 1998, c.15, Sch. B, as amended, supplemented or re-enacted from time to time;

"**gross heating value**" shall mean the total heat expressed in megajoules per cubic metre (MJ/m^3) produced by the complete combustion at constant pressure of one (1) cubic metre of gas with air, with the gas free of water vapour and the temperature of the gas, air and products of combustion at standard temperature and all water formed by the combustion reaction condensed to the liquid state;

"**Interruptible HUB Service Contract**" shall mean a contract between Shipper and Union under which Union provides interruptible HUB service;

"**interruptible service**" or "**Interruptible**" shall mean service subject to curtailment or interruption, after notice, at any time;

"**Interconnecting Pipeline**" shall mean a pipeline that directly connects to the Union pipeline system;

"**joule**" (J) shall mean the work done when the point of application of a force of one (1) newton is displaced a distance of one (1) metre in the direction of the force. The term "**megajoule**" (MJ) shall mean 1,000,000 joules. The term "**gigajoule**" (GJ) shall mean 1,000,000,000 joules;

"Loaned Quantities" shall mean those quantities of gas loaned to Shipper under the Facilitating Agreement;

"m^3" shall mean cubic metre of gas and "10^3m^3" shall mean 1,000 cubic metres of gas;

"month" or **"Month"** shall mean the period beginning at 10:00 a.m. Eastern Clock Time on the first day of a calendar month and ending at 10:00 a.m. Eastern Clock Time on the first day of the following calendar month;

"NAESB" shall mean North American Energy Standards Board.

"OEB" means the Ontario Energy Board;

"Open Season" or **"open season"** shall mean an open access auction or bidding process held by Union as a method of allocating capacity;

"pascal" (Pa) shall mean the pressure produced when a force of one (1) newton is applied to an area of one (1) square metre. The term "kilopascal" (kPa) shall mean 1,000 pascals;

"receipt" shall mean any gas that is delivered into Union's possession, or the possession of Union's agent;

"Shipper", shall have the meaning as defined in the Contract and shall also include Shipper's agent(s);

"TCPL" means TransCanada PipeLines Limited.

II. GAS QUALITY

1. Natural Gas: The minimum gross heating value of the gas delivered to/by Union hereunder, shall be thirty-six (36) megajoules per cubic metre. The maximum gross heating value of the gas delivered to/by Union hereunder shall be forty point two (40.2) megajoules per cubic metre. The gas to be delivered hereunder to Union may be a commingled supply from Shipper's natural gas sources of supply. The gas to be delivered by Union may be a commingled supply from Union's sources of gas supply; provided, however, that helium, natural gasoline, butane, propane and other hydrocarbons except methane may be removed prior to delivery to Shipper. Further, Union may subject, or permit the subjection of, the gas to compression, dehydration, cooling, cleaning and other processes.

2. Freedom from objectionable matter: The gas to be delivered to/by Union hereunder,

   a. shall be commercially free from sand, dust, gums, crude oils, lubricating oils, liquids, chemicals or compounds used in the production, treatment, compression or dehydration of the gas or any other objectionable substance in sufficient quantity so as to render the gas toxic, unmerchantable or cause injury to or interference with the proper operation of the lines, regulators, meters or other appliances through which it flows,

   b. shall not contain more than seven (7) milligrams of hydrogen sulphide per cubic metre of gas nor more than four hundred and sixty (460) milligrams of total sulphur per cubic metre of gas as determined by standard methods of testing,

   c. shall not contain more than five (5) milligrams of mercaptan sulphur per cubic metre of gas,

   d. shall not contain more than two point zero (2.0) molar percent by volume of carbon dioxide in the gas,

   e. shall not contain more than zero point five (0.5) molar percent by volume of carbon monoxide in the gas,

   f. shall not contain more than zero point four (0.4) molar percent by volume of oxygen in the gas,

   g. shall not contain more than four point zero (4.0) molar percent by volume of hydrogen in the gas,

   h. shall not contain more than sixty-five (65) milligrams of water vapour per cubic metre of the gas,

i. shall not have a hydrocarbon dewpoint exceeding minus ten (-10) degrees Celsius at five thousand-five hundred (5500) kPa pressure,

j. shall not contain less than one point zero (1.0) molar percent by volume of ethane in the gas,

k. shall at all times be interchangeable with other pipeline gas such that the yellow tipping, flashback and lifting factors shall be within the range permitted for gas according to AGA Research Bulletin No. 36.

3. Non-conforming Gas: In addition to any other right or remedy of a party, each party shall be entitled to refuse to accept delivery of any gas which does not conform to any of the specifications set out in Section 2.

4. Quality of Gas Received: The quality of the gas and the measurement of the gas to be received by Union hereunder is to be of a merchantable quality and in accordance with the quality standards and measurement standards as set out by Union in this Article II, but, Union will also accept gas of a quality as set out in any other Interconnecting Pipeline's general terms and conditions, provided that all Interconnecting Pipelines accept such quality of gas. In addition to any other right or remedy of a party, each party shall be entitled to refuse to accept delivery of any gas which does not conform to any of the specifications set out in Union's M12 Rate Schedule.

III. MEASUREMENTS

1. Storage, Transportation, and/or Sales Unit: The unit of the gas delivered to Union shall be a megajoule or a gigajoule. The unit of gas transported or stored by Union shall be a megajoule or a gigajoule. The unit of gas delivered by Union shall be a megajoule, a gigajoule, a cubic metre (m^3) or one thousand cubic metres (10^3m^3) at Union's discretion.

2. Determination of Volume and Energy:

a. The volume and energy amounts determined under the Contract shall be determined in accordance with the Electricity and Gas Inspection Act (Canada), assented to 31 March, 1982 (the "**Act**") and the Electricity and Gas Inspection Regulations, P.C. 1986-116, 16 January, 1986 (the "**Regulations**"), and any documents issued under the authority of the Act and Regulations and any amendments thereto.

b. The supercompressibility factor shall be determined in accordance with either the "Manual for Determination of Supercompressibility Factors for Natural Gas" (PAR Project NX-19) published in 1962 or with American Gas Association Transmission Measurement Committee Report No. 8, Nov. 1992, at Union's discretion, all as amended from time to time.

c. The volume and/or energy of the gas delivered to/by Union hereunder shall be determined by the measurement equipment designated in Article VII herein.

d. Upon request by Union, Shipper shall obtain measurement of the total quantity of gas received by Union hereunder from the Interconnecting Pipeline. Such measurement shall be done in accordance with established practices between Union and the Interconnecting Pipeline.

IV. RECEIPT POINT AND DELIVERY POINT

1. Unless otherwise specified in the Contract, the point or points of receipt and point or points of delivery for all gas to be covered hereunder shall be on the outlet side of the measuring stations located at or near the point or points of connection specified in the Contract, where possession of the gas changes from one party to the other, and as per Schedule "D 2010".

V. POSSESSION OF AND RESPONSIBILITY FOR GAS

1. Union accepts no responsibility for any gas prior to such gas being delivered to Union at the Receipt Point or after its delivery by Union at the Delivery Point. As between the parties hereto, Union shall be deemed to be in control and

possession of and responsible for all such gas from the time that such gas enters Union's system until such gas is delivered to Shipper.

2. Shipper agrees that Union is not a common carrier and is not an insurer of Shipper's gas, and that Union shall not be liable to Shipper or any third party for loss of gas in Union's possession, except to the extent such loss is caused entirely by Union's negligence or wilful misconduct.

VI. FACILITIES ON SHIPPER'S PROPERTY

Except under those conditions where Union is delivering to TCPL for TCPL or Shipper at Parkway (TCPL), or to an Interconnecting Pipeline, or where otherwise specified in the Contract, the following will apply:

1. Construction and Maintenance: Union, at its own expense may construct, maintain and operate on Shipper's property at the delivery point a measuring station properly equipped with a meter or meters and any other necessary measuring equipment for properly measuring the gas redelivered under the Contract. Shipper will grant to Union a lease and/or rights-of-way over property of Shipper as required by Union to install such facilities and to connect same to Union's pipeline.

2. Entry: Union, its servants, agents and each of them may at any reasonable time on notice (except in cases of emergency) to Shipper or his duly authorized representative enter Shipper's property for the purpose of constructing, maintaining, removing, operating and/or repairing station equipment.

3. Property: The said station and equipment will be and remain the property of Union notwithstanding it is constructed on and attached to the realty of Shipper, and Union may at its own expense remove it upon termination of the Contract and will do so if so requested by Shipper.

VII. MEASURING EQUIPMENT

1. Metering by Union: Union will install and operate meters and related equipment as required and in accordance with the Act and Regulations referenced in Article III herein.

2. Metering by Others: In the event that all or any gas delivered to/by Union hereunder is measured by a meter that is owned and operated by an Interconnecting Pipeline, then Union and Shipper agree to accept that metering for the purpose of determining the volume and energy of gas delivered to/by Union on behalf of the Shipper. The standard of measurement and tests for the gas delivered to/by Union hereunder shall be in accordance with the general terms and conditions as incorporated in that Interconnecting Pipeline company's gas tariff as approved by their regulatory body.

3. Check Measuring Equipment: Shipper may install, maintain and operate, at the redelivery point, at its own expense, such check measuring equipment as desired, provided that such equipment shall be so installed as not to interfere with the operation of Union's measuring equipment at or near the delivery point, and shall be installed, maintained and operated in conformity with the same standards and specifications applicable to Union's metering facilities.

4. Rights of Parties: The measuring equipment installed by either party, together with any building erected by it for such equipment, shall be and remain its property. However, Union and Shipper shall have the right to have representatives present at the time of any installing, reading, cleaning, changing, repairing, inspecting, testing, calibrating, or adjusting done in connection with the other's measuring equipment used in measuring or checking the measurement of deliveries of gas to/by Union under the Contract. Either party will give the other party reasonable notice of its intention to carry out the acts herein specified. The records from such measuring equipment shall remain the property of their owner, but upon request each will submit to the other its records and charts, together with calculations therefrom, for inspection and verification, subject to return within ten days after receipt thereof.

5. Calibration and Test of Measuring Equipment: The accuracy of Union's measuring equipment shall be verified by Union at reasonable intervals, and if requested, in the presence of representatives of Shipper, but Union shall not be required to verify the accuracy of such equipment more frequently than once in any thirty (30) day period. In the event either party shall notify the other that it desires a special test of any measuring equipment, the parties shall co-operate to secure a prompt verification of the accuracy of such equipment. The expense of any such special test, if called for by Shipper, shall

be borne by Shipper if the measuring equipment tested is found to be in error by not more than two per cent (2%). If, upon test, any measuring equipment is found to be in error by not more than two per cent (2%), previous recordings of such equipment shall be considered accurate in computing redeliveries of gas, but such equipment shall be adjusted at once to record as near to absolute accuracy as possible. If the test conducted shows a percentage of inaccuracy greater than two percent (2%), the financial adjustment, if any, shall be calculated in accordance with the Act and Regulations, as may be amended from time to time and in accordance with any successor statutes and regulations.

6. Preservation of Metering Records: Union and Shipper shall each preserve for a period of at least six (6) years all test data, and other relevant records.

7. Error in Metering or Meter Failure: In the event of an error in metering or a meter failure, (such error or failure being determined through check measurement by Union or any other available method), then Shipper shall enforce its rights as Shipper with the Interconnecting Pipeline(s) to remedy such error or failure including enforcing any inspection and/or verification rights and procedures.

VIII. BILLING

1. Monthly Billing Date: Union shall render bills on or before the 10th day of each month for all services furnished during the preceding month. Such charges may be based on estimated quantities, if actual quantities are unavailable in time to prepare the billing. Union shall provide, in a succeeding month's billing, an adjustment based on any difference between actual quantities and estimated quantities, without any interest charge. If presentation of a bill to Shipper is delayed after the 10th day of the month, then the time of payment shall be extended accordingly, unless Shipper is responsible for such delay.

2. Right of Examination: Both Union and Shipper shall have the right to examine at any reasonable time the books, records and charts of the other to the extent necessary to verify the accuracy of any statement, chart or computation made under or pursuant to the provisions of the Contract.

3. Amendment of Statements: For the purpose of completing a final determination of the actual quantities of gas handled in any of the Transportation Services to Shipper, the parties shall have the right to amend their statement for a period equal to the time during which the Interconnecting Pipeline retains the right to amend their statements, which period shall not exceed three (3) years from the date of termination of the Contract.

IX. PAYMENTS

1. Monthly payments: Shipper shall pay the invoiced amount directly into Union's bank account as directed on the invoice on or before the twentieth (20th) day of each month. If the payment date is not a business day, then payment must be received in Union's account on the first business day preceding the twentieth (20th) day of the month.

2. Remedies for non-payment: Should Shipper fail to pay all of the amount of any bill as herein provided when such amount is due,

   a. Shipper shall pay to Union interest on the unpaid portion of the bill accruing at a rate per annum equal to the minimum commercial lending rate of Union's principal banker in effect from time to time from the due date until the date of payment.

   b. If such failure to pay continues for thirty (30) days after payment is due, Union, in addition to any other remedy it may have under the Contract, may suspend service(s) until such amount is paid. Notwithstanding such suspension, all demand charges shall continue to accrue hereunder as if such suspension were not in place.

   If Shipper in good faith disputes the amount of any such bill or part thereof Shipper shall pay to Union such amounts as it concedes to be correct. At any time thereafter, within twenty (20) days of a demand made by Union, Shipper shall furnish financial assurances satisfactory to Union, guaranteeing payment to Union of the amount ultimately found due upon such bill after a final determination. Such a final determination may be reached either by agreement, arbitration decision or judgement of the courts, as may be the case. Union shall not be entitled to suspend service(s) because of such non-

payment unless and until default occurs in the conditions of such financial assurances or default occurs in payment of any other amount due to Union hereunder.

Notwithstanding the foregoing paragraph(s), Shipper is not relieved from the obligation to continue its deliveries of gas to Union under the terms of any agreement, where Shipper has contracted to deliver specified quantities of gas to Union.

3. Billing Adjustments: If it shall be found that at any time or times Shipper has been overcharged or undercharged in any form whatsoever under the provisions of the Contract and Shipper shall have actually paid the bills containing such overcharge or undercharge, Union shall refund the amount of any such overcharge and interest shall accrue from and including the first day of such overcharge as paid to the date of refund and shall be calculated but not compounded at a rate per annum determined each day during the calculation period to be equal to the minimum commercial lending rate of Union's principal banker, and the Shipper shall pay the amount of any such undercharge, but without interest. In the event Union renders a bill to Shipper based upon measurement estimates, the required adjustment to reflect actual measurement shall be made on the bill next following the determination of such actual measurement, without any charge of interest. In the event an error is discovered in the amount billed in any statement rendered by Union, such error shall be adjusted by Union. Such overcharge, undercharge or error shall be adjusted by Union on the bill next following its determination (where the term "bill" next following shall mean a bill rendered at least fourteen (14) days after the day of its determination), provided that claim therefore shall have been made within six (6) years from the date of the incorrect billing. In the event any refund is issued with Shipper's gas bill, the aforesaid date of refund shall be deemed to be the date of the issue of bill.

4 Taxes and Levies:

In addition to the charges and rates as per the M12 Rate Schedule, Shipper is responsible for any applicable Goods and Services Tax, Harmonized Sales Tax, or other taxes, royalties, charges, duties or levies, (including but not limited to charges under any form of cap and trade, carbon tax, or similar system) imposed currently or subsequent to the execution of the Contract by any legal authority having jurisdiction.

5. Set Off:

If either party shall, at any time, be in arrears under any of its payment obligations to the other party, then the party not in arrears shall be entitled to reduce the amount payable by it to the other party in arrears under the Contract, or any other contract, by an amount equal to the amount of such arrears or other indebtedness to the other party. In addition to the foregoing remedy, Union may, upon forty-eight (48) hours verbal notice, to be followed by written notice, take possession of any or all of Shipper's gas under the Contract or any enhancements to the Contract, which shall be deemed to have been assigned to Union, to reduce such arrears or other indebtedness to Union.

X. ARBITRATION

If and when any dispute, difference or question shall arise between the parties hereto touching the Contract or anything herein contained, or the construction hereof, or the rights, duties or liabilities of the parties in relation to any matter hereunder, the matter in dispute shall be submitted and referred to arbitration within ten (10) days after written request of either party. Upon such request each party shall appoint an arbitrator, and the two so appointed shall appoint a third. A majority decision of the arbitrators shall be final and binding upon both parties. In all other respects the provisions of the Arbitration Act, 1991, or any Act passed in amendment thereof or substitution therefore, shall apply to each such submission. Operations under the Contract shall continue, without prejudice, during any such arbitration and the costs attributable to such arbitration shall be shared equally by the parties hereto.

XI. FORCE MAJEURE

1. The term "force majeure" as used herein shall mean acts of God, strikes, lockouts or any other industrial disturbance, acts of the public enemy, sabotage, wars, blockades, insurrections, riots, epidemics, landslides, lightening, earthquakes, fires, storms, floods, washouts, arrests and restraints of governments and people, civil disturbances, explosions, breakage or accident to machinery or lines of pipe, freezing of wells or lines of pipe, inability to obtain materials, supplies, permits or labour, any laws, orders, rules, regulations, acts or restraints of any governmental body or authority (civil or military), any act or omission that is excused by any event or occurrence of the character herein defined as constituting force majeure, any act or omission by parties not controlled by the party having the difficulty and any other similar cases not within the

control of the party claiming suspension and which by the exercise of due diligence such party is unable to prevent or overcome.

2. In the event that either the Shipper or Union is rendered unable, in whole or in part, by force majeure, to perform or comply with any obligation or condition of the Contract, such party shall give notice and full particulars of such force majeure in writing delivered by hand, fax or other direct written electronic means to the other party as soon as possible after the occurrence of the cause relied on and subject to the provision of this Article.

3. Neither party shall be entitled to the benefit of the provisions of force majeure hereunder if any or all of the following circumstances prevail: the failure resulting in a condition of force majeure was caused by the negligence of the party claiming suspension; the failure was caused by the party claiming suspension where such party failed to remedy the condition by making all reasonable efforts (short of litigation, if such remedy would require litigation); the party claiming suspension failed to resume the performance of such condition obligations with reasonable dispatch; the failure was caused by lack of funds; the party claiming suspension did not as soon as possible after determining or within a period within which it should acting reasonably have determined that the occurrence was in the nature of force majeure and would affect its ability to observe or perform any of its conditions or obligations under the Contract give to the other party the notice required hereunder.

4. The party claiming suspension shall likewise give notice as soon as possible after the force majeure condition is remedied, to the extent that the same has been remedied, and that such party has resumed or is then in a position to resume the performance of the obligations and conditions of the Contract.

5. An event of force majeure on Union's system will excuse the failure to deliver gas by Union or the failure to accept gas by Union hereunder, and both parties shall be excused from performance of their obligations hereunder, except for payment obligations, to the extent of and for the duration of the force majeure.

6. Upstream or Downstream Force Majeure: An event of force majeure upstream or downstream of Union's system shall not relieve Shipper of any payment obligations.

7. Delay of Firm Transportation Services: Despite Article XI herein, if Union is prevented, by reason of an event of force majeure on Union's system from delivering gas on the day or days upon which Union has accepted gas from Shipper, Union shall thereafter make all reasonable efforts to deliver such quantities as soon as practicable and on such day or days as are agreed to by Shipper and Union. If Union accepts such gas on this basis, Shipper shall not receive any demand charge relief as contemplated under Article XI herein.

8. Demand Charge Relief for Firm Transportation Services: Despite Article XI herein, if on any day Union fails to accept gas from Shipper by reason of an event of force majeure on Union's system and fails to deliver the quantity of gas nominated hereunder by Shipper up to the firm Contract Demand for that Contract, then for that day the monthly demand charge shall be reduced by an amount equal to the applicable Daily Demand Rate, as defined in this paragraph, multiplied by the difference between the quantity of gas actually delivered by Union during such day and the quantity of gas which Shipper in good faith nominated on such day. The term "**Daily Demand Rate**" shall mean the monthly demand charge or equivalent pursuant to the M12 Rate Schedule divided by the number of days in the month for which such rate is being calculated.

9. If due to the occurrence of an event of force majeure as outlined above, the capacity for gas deliveries by Union is impaired, making it necessary for Union to curtail Shipper's gas receipts to Union hereunder, then Union agrees that the firm Contract Demand for Transportation Services under the Contract shall be combined with the firm contract demand set out in other Union contracts then in effect with Union's customers utilizing such facilities as well as quantities set out in Union's peak day requirements for such facilities, and Shipper's service entitlement during such period of impairment, shall be pro-rated. This pro rationing shall be determined by multiplying the daily capability of such facilities, as available downstream of the impairment, by a fraction, the numerator of which is Shipper's firm Contract Demand and the denominator of which is the total of all such firm contract demands, including the firm Contract Demand hereunder and Union's said peak day requirements downstream of the impairment. For the purposes of this Article XI, firm contract demand shall mean all firm services provided by Union ,including firm service under Rate Schedules M2, M4, M5A, M6A, M7, M9, M10, M12, C1, T1, T3, U2, U5, and U7, plus any new firm service that may be created in the future.

XII. DEFAULT AND TERMINATION

In case of the breach or non-observance or non-performance on the part of either party hereto of any covenant, proviso, condition, restriction or stipulation contained in the Contract (but not including herein failure to take or make delivery in whole or in part of the gas delivered to/by Union hereunder occasioned by any of the reasons provided for in Article XI herein) which has not been waived by the other party, then and in every such case and as often as the same may happen, the non-defaulting party may give written notice to the defaulting party requiring it to remedy such default and in the event of the defaulting party failing to remedy the same within a period of thirty (30) days from receipt of such notice, the non-defaulting party may at its sole option declare the Contract to be terminated and thereupon the Contract shall be terminated and be null and void for all purposes other than and except as to any liability of the parties under the same incurred before and subsisting as of termination. The right hereby conferred upon each party shall be in addition to, and not in derogation of or in substitution for, any other right or remedy which the parties respectively at law or in equity shall or may possess.

XIII. AMENDMENT

Subject to Article XV herein and the ability of Union to amend the M12 Rate Schedule with the approval of the OEB, no amendment or modification of the Contract shall be effective unless the same shall be in writing and signed by each of the Shipper and Union.

XIV. NON-WAIVER AND FUTURE DEFAULT

No waiver of any provision of the Contract shall be effective unless the same shall be in writing and signed by the party entitled to the benefit of such provision and then such waiver shall be effective only in the specific instance and for the specified purpose for which it was given. No failure on the part of Shipper or Union to exercise, and no course of dealing with respect to, and no delay in exercising, any right, power or remedy under the Contract shall operate as a waiver thereof.

XV. LAWS, REGULATIONS AND ORDERS

The Contract and the respective rights and obligations of the parties hereto are subject to all present and future valid laws, orders, rules and regulations of any competent legislative body, or duly constituted authority now or hereafter having jurisdiction and the Contract shall be varied and amended to comply with or conform to any valid order or direction of any board, tribunal or administrative agency which affects any of the provisions of the Contract.

XVI ALLOCATION OF CAPACITY

1. A potential shipper may request firm transportation service on Union's system at any time. Any request for firm M12 transportation service must include: potential shipper's legal name, Receipt Point(s), Delivery Point(s), Commencement Date, Initial Term, Contract Demand and proposed payment. This is applicable for M12 service requests for firm transportation service with minimum terms of ten (10) years where Expansion Facilities are required or a minimum term of five (5) years for use of existing capacity.

2. If requests for firm transportation services cannot be met through existing capacity such that the only way to satisfy the requests for transportation service would require the construction of Expansion Facilities which create new capacity, Union shall allocate any such new capacity by open season, subject to the terms of the open season, and these General Terms and Conditions.

3. If requests for long-term firm transportation service can be met through existing facilities upon which long-term capacity is becoming available, Union shall allocate such long-term capacity by open season, subject to the terms of the open season, and these General Terms and Conditions. "**Long-term**", for the purposes of this Article XVI, means, in the case of a transportation service, a service that has a term of one year or greater.

4. Capacity requests received during an open season shall be awarded starting with those bids with the highest economic value. If the economic values of two or more independent bids are equal, then service shall be allocated on a pro-rata

basis. The economic value shall be based on the net present value which shall be calculated based on the proposed per-unit rate and the proposed term of the contract and without regard to the proposed Contract Demand ("**NPV**").

5. Union may at any time allocate capacity to respond to any M12 transportation service request through an open season. If a potential shipper requests M12 transportation service that can be provided through Available Capacity that was previously offered by Union in an open season but was not awarded, then:

(a) Any such request must conform to the requirements of Section 1 of this Article XVI;

(b) Union shall allocate capacity to serve such request pursuant to this Section 5, and subject to these General Terms and Conditions and Union's standard form M12 transportation contract;

(c) Union may reject a request for M12 transportation service for any of the following reasons:

i) if there is insufficient Available Capacity to fully meet the request, but if that is the only reason for rejecting the request for service, Union must offer to supply the Available Capacity to the potential shipper;

ii) if the proposed monthly payment is less than Union's monthly demand charge plus fuel requirements for the applicable service;

iii) if prior to Union accepting the request for transportation service Union receives a request for transportation service from one or more other potential shippers and there is, as a result, insufficient Available Capacity to service all the requests for service, in which case Union shall follow the procedure in Section 5(d) hereof; -

iv) if Union does not provide the type of transportation service requested; or

v) if all of the conditions precedent specified in Article XXI Sections 1 and 2 herein have not been satisfied or waived.

(d) Union will advise the potential shipper in writing whether Union accepts or rejects the request for service, subject to Article XVI 5(c) within 5 calendar days of receiving a request for M12 transportation service. If Union rejects a request for service, Union shall inform the potential shipper of the reasons why its request is being rejected; and

(e) If Union has insufficient Available Capacity to service all pending requests for transportation service Union may:

i) Reject all the pending requests for transportation service and conduct an open season; or

ii) Union shall inform all the potential shippers who have submitted a pending request for transportation service that it does not have sufficient capacity to service all pending requests for service, and Union shall provide all such potential shippers with an equal opportunity to submit a revised request for service. Union shall then allocate the Available Capacity to the request for transportation service with the highest economic value to Union. If the economic values of two or more requests are equal, then service shall be allocated on a pro-rata basis. The economic value of any request shall be based on the NPV.

XVII. RENEWALS

For contracts with an Initial Term of five (5) years or greater, the Contract will continue in full force and effect beyond the Initial Term, automatically renewing for a period of one (1) year, and every one (1) year thereafter, subject to notice in writing by Shipper of termination at least two (2) years prior to the expiration thereof.

XVIII. SERVICE CURTAILMENT

1. Union shall have the right to curtail or not to schedule part or all of Transportation Services, in whole or in part, on all or a portion of its pipeline system at any time for reasons of Force Majeure or when, in Union sole discretion, acting reasonably,

capacity or operating conditions so require or it is desirable or necessary to make modifications, repairs or operating changes to its pipeline system. Union shall provide Shipper such notice of such curtailment as is reasonable under the circumstances. If due to any cause whatsoever Union is unable to receive or deliver the quantities of Gas which Shipper has requested, then Union shall order curtailment by all Shippers affected and to the extent necessary to remove the effect of the disability. Union has a priority of service policy to determine the order of service curtailment. In order to place services on the priority of service list, Union considers the following business principles: appropriate level of access to core services, customer commitment, encouraging appropriate contracting, materiality, price and term, and promoting and enabling in-franchise consumption.

The Priority ranking for all services utilizing Union Gas' storage, transmission and distribution system as applied to both in-franchise and ex-franchise services are as follows; with number 1 having the highest priority and the last interrupted.

1. Firm In-franchise Transportation and Distribution services and firm Ex-franchise services (Note 1)
2. In-franchise Interruptible Distribution services
3. C1/M12 IT Transport and IT Exchanges with Take or Pay rates
4. Balancing (Hub Activity) < = 100 GJ/d; Balancing (Direct Purchase) < = 500 GJ/d; In-franchise distribution authorized overrun (Note 3)
5. C1/M12 IT Transport and IT Exchanges at premium rates
6. C1/M12 Overrun < = 20% of CD (Note 4)
7. Balancing (Direct Purchase) > 500 GJ/d
8. Balancing (Hub Activity) > 100 GJ/d; C1/M12 IT Transport and IT Exchanges
9. C1/M12 Overrun > 20% of CD
10. C1/M12 IT Transport and IT Exchanges at a discount
11. Late Nominations

Notes:

1. Nominated services must be nominated on the NAESB Timely Nomination Cycle otherwise they are considered to be late nomination and are therefore interruptible.
2. Higher value or more reliable IT is contemplated in the service and contract, when purchase at market competitive prices.
3. Captures the majority of customers that use Direct Purchase balancing transactions.
4. Captures the majority of customers that use overrun.

2. Union reserves the right to change its procedures for sharing interruptible capacity and will provide Shipper with two (2) months prior notice of any such change.

3. Maintenance: Union's facilities from time to time may require maintenance or construction. If such maintenance or construction is required, and in Union's sole opinion, acting reasonably, such maintenance or construction may impact Union's ability to meet Shipper's requirements, Union shall provide at least ten (10) days notice to Shipper, except in the case of an emergency. In the event the maintenance impacts on Union's ability to meet Shipper's requirements, Union shall not be liable for any damages and shall not be deemed in breach of the Contract. To the extent that Union's ability to accept and/or deliver Shipper's gas is impaired, the monthly demand charge shall be reduced in accordance with Article XI Section 8 and available capacity allocated in accordance with Article XI Section 9 herein.

   Union shall use reasonable efforts to determine a mutually acceptable period during which such maintenance or construction will occur and also to limit the extent and duration of any impairments. Union will endeavour to schedule and complete the maintenance and construction, which would normally be expected to impact on Union's ability to meet Shipper's requirements, during the period from April 1 through to November 1.

XIX. SHIPPER'S REPRESENTATIONS AND WARRANTIES

1. Shipper's Warranty: Shipper warrants that it will, if required, maintain, or have maintained on its behalf, all external approvals including the governmental, regulatory, import/export permits and other approvals or authorizations that are required from any federal, state or provincial authorities for the gas quantities to be handled under the Contract. Shipper further warrants that it shall maintain in effect the Facilitating Agreements.

2. Financial Representations: Shipper represents and warrants that the financial assurances (including the Initial Financial Assurances and Security) (if any) shall remain in place throughout the term hereof, unless Shipper and Union agree

otherwise. Shipper shall notify Union in the event of any changes to the financial assurances throughout the term hereof. Should Union have reasonable grounds to believe that Shipper will not be able to perform or continue to perform any of its obligations under the Contract as a result of one of the following events ("**Material Event**");

a. Shipper is in default, which default has not been remedied, of the Contract or is in default of any other material contract with Union or another party; or,

b. Shipper's corporate or debt rating falls below investment grade according to at least one nationally recognized rating agency; or,

c. Shipper ceases to be rated by a nationally recognized agency; or,

d. Shipper has exceeded credit available as determined by Union from time to time,

then Shipper shall within fourteen (14) days of receipt of such written notice by Union, obtain and provide to Union a letter of credit or other security in the form and amount reasonably required by Union (the "**Security**"). The Security plus the Initial Financial Assurances shall not exceed twelve (12) months of monthly demand charges (in accordance with Article IX herein) multiplied by Contract Demand. In the event that Shipper does not provide to Union such Security within such fourteen (14) day period, Union may deem a default under the Default and Termination provisions of Article XII herein.

In the event that Shipper in good faith, reasonably believes that it should be entitled to reduce the amount of or value of the Security previously provided, it may request such a reduction from Union and to the extent that the Material Event has been mitigated or eliminated, Union shall return all or a portion of the Security to Shipper within fourteen (14) business days after receipt of the request.

The following paragraphs 3 and/or 4 are only applicable if indicated in Schedule 1 of the Contract.

3. Point of Consumption Warranty: Shipper represents and warrants that, throughout the term of this Contract, all quantities of gas received by Union hereunder at the Receipt Point and/or all Loaned Quantities will be consumed in the U.S.A. Should any quantities of gas hereunder be directed to an end user in Canada, Shipper shall immediately notify Union that such quantities of gas will be consumed in Canada, as failure to do so will make Shipper liable to Union for any government taxes or levies and related interest and penalties thereon, made as a result of such change.

4. Tax Registration re GST: Shipper warrants and represents that it is unregistered and a Non-Resident for purposes of the Excise Tax Act. Shipper agrees to notify Union within ten (10) working days if it becomes registered. "GST/HST" shall mean the Government of Canada's Goods and Services Tax or Harmonized Sales Tax as legislated under The Excise Tax Act, as may be amended from time to time.

XX. MISCELLANEOUS PROVISIONS

1. Permanent Assignment: Shipper may assign the Contract to a third party ("Assignee"), up to the Contract Demand, (the "Capacity Assigned"). Such assignment shall require the prior written consent of Union and release of obligations by Union for the Capacity Assigned from the date of assignment. Such consent and release shall not be unreasonably withheld and shall be conditional upon the Assignee providing, amongst other things, financial assurances as per Article XXI herein. Any such assignment will be for the full rights, obligations and remaining term of the Contract as relates to the Capacity Assigned.

2. Temporary Assignment: Shipper may, upon notice to Union, assign all or a part of its service entitlement under the Contract (the "Assigned Quantity") and the corresponding rights and obligations to an Assignee on a temporary basis for not less than one calendar month. Notwithstanding such assignment, Shipper shall remain obligated to Union to perform and observe the covenants and obligations contained herein in regard to the Assigned Quantity to the extent that Assignee fails to do so.

3. Title to Gas: Shipper represents and warrants to Union that Shipper shall have good and marketable title to, or legal authority to deliver to Union, all gas delivered to Union hereunder. Furthermore, Shipper hereby agrees to indemnify and save Union harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses arising from or out of

claims of any or all third parties to such gas or on account of royalties, taxes, license fees, or other charges thereon.

XXI. PRECONDITIONS TO TRANSPORTATION SERVICES

1. The obligations of Union to provide Transportation Services hereunder are subject to the following conditions precedent, which are for the sole benefit of Union and which may be waived or extended in whole or in part in the manner provided in the Contract:

   a. Union shall have obtained, in form and substance satisfactory to Union, and all conditions shall have been satisfied under, all governmental, regulatory and other third party approvals, consents, orders and authorizations, that are required to provide the Transportation Services; and,

   b. Union shall have obtained all internal approvals that are necessary or appropriate to provide the transportation Services; and

   c. Union shall have received from Shipper the requisite financial assurances reasonably necessary to ensure Shipper's ability to honour the provisions of this Contract (the "**Initial Financial Assurances**"). The Initial Financial Assurances, if required, will be as determined solely by Union; and,

   d. Shipper and Union shall have entered into the Interruptible HUB Service Contract or equivalent (the "**Facilitating Agreement**") with Union.

2. The obligations of Shipper hereunder are subject to the following conditions precedent, which are for the sole benefit of Shipper and which may be waived or extended in whole or in part in the manner provided in the Contract:

   a. Shipper shall, as required, have entered into the necessary contracts with Union and/or others to facilitate the Transportation Services contemplated herein, including contracts for upstream and downstream transportation, and shall specifically have an executed and valid Facilitating Agreement; and shall, as required, have entered into the necessary contracts to purchase the gas quantities handled under the Contract; and,

   b. Shipper shall have obtained, in form and substance satisfactory to Shipper, 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; and,

   c. Shipper shall have obtained all internal approvals that are necessary or appropriate for the Shipper to execute the Contract.

3. Union and Shipper shall each use due diligence and reasonable efforts to satisfy and fulfil the conditions precedent specified in this Article XXI Section 1 a, c, and d and Section 2 a and b. Each party shall notify the other forthwith in writing of the satisfaction or waiver of each condition precedent for such party's benefit. If a party concludes that it will not be able to satisfy a condition precedent that is for its benefit, such party may, upon written notice to the other party, 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.

4. If any of the conditions precedent in this Article XXI Section 1 d or Section 2 are not satisfied or waived by the party entitled to the benefit of that condition by the Conditions Date as such term is defined in the Contract, then either party may, upon written notice to the other party, 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 hereunder, provided that any rights or remedies that a party may have for breaches of the Contract prior to such termination and any liability a party may have incurred before such termination shall not thereby be released.

SCHEDULE "B"

RATE M12
NOMINATIONS

a) For Services provided either under this rate schedule or referenced to this rate schedule:

i) For Services required on any day Shipper shall provide Union with a nomination (the "Shipper's Nomination") of the quantity it desires to be handled at the applicable Receipt Point and/or Delivery Point. Such Shipper's Nomination is to be provided in writing so as to be received by Union's Gas Management Services on or before 1230 hours in the Eastern time zone, unless agreed to otherwise in writing by the parties, on the business day immediately preceding the day for which service is requested.

ii) If, in Union's sole opinion, operating conditions permit, a change in Shipper's Nomination may be accepted after 1230 hours in the Eastern time zone.

iii) For customers electing firm all day transportation service, nominations shall be provided to Union's Gas Management Services as outlined in the contract.

b) Union shall determine whether or not all or any portion of Shipper's Nomination will be accepted. In the event Union determines that it will not accept such nomination, Union shall advise Shipper, on or before 1730 hours in the Eastern time zone on the business day immediately preceding the day for which service is requested, of the reduced quantity (the "Quantity Available") for Services at the applicable points. Forthwith after receiving such advice from Union but no later than 1800 hours in the Eastern time zone on the same day, Shipper shall provide a "Revised Nomination" to Union which shall be no greater than the Quantity Available. If such Revised Nomination is not provided within the time allowed as required above or such Revised Nomination is greater than the Quantity Available, then the Revised Nomination shall be deemed to be the Quantity Available. If the Revised Nomination (delivered within the time allowed as required above) is less than the Quantity Available, then such lesser amount shall be the Revised Nomination.

c) That portion of a Shipper's Nomination or Revised Nomination, as set out in (a) and (b), above, which Union shall accept for Services hereunder, shall be known as Shipper's "Authorized Quantity".

d) If on any day the actual quantities handled by Union, for each of the Services authorized, exceed Shipper's Authorized Quantity, and such excess was caused by either Shipper's incorrect nomination or by its delivering or receiving too much gas, then the amount by which the actual quantities handled for each of the Services exceed Shipper's Authorized Quantity, such excess shall be deemed "Unauthorized Overrun".

e) The daily quantity of gas nominated by Shipper will be delivered by Shipper at rates of flow that are as nearly constant as possible, however, Union shall use reasonable efforts to take receipt of gas on any day at an hourly rate of flow up to one twentieth (1/20) of the quantity received for that day. Union shall have the right to limit Services when on any day the cumulative hourly imbalance between receipts and deliveries exceeds one twentieth (1/20) of the quantity handled for that day, for each applicable Service.

f) A nomination for a daily quantity of gas on any day shall remain in effect and apply to subsequent days unless and until Union receives a new nomination from Shipper or unless Union gives Shipper written notice that it is not acceptable in accordance with either (a) or (b) of this schedule.

g) Except for periods of gas or quantity balancing as provided in the Contract, nominations by Shipper for deliveries to Union and redeliveries by Union shall be the same delivery of gas by Union either to Shipper or a Shipper's Account with Union.

RATE M12
NOMINATIONS

1. For Transportation Services required on any Day under the Contract, Shipper shall provide Union with a nomination(s) providing the Shipper's requested Receipt Point(s), contract numbers, the applicable service, the quantity of Gas to be transported, the requested Delivery Point(s), and such additional information as Union determines to be necessary (a "**Nomination**").

2. All Nominations shall be submitted by electronic means via *Unionline*. Union, in its sole discretion, may amend or modify the nominating procedures or *Unionline* at any time. Nominations shall be submitted so as to be received by Union in accordance with timelines established by Union, which reflect the NAESB standard nomination cycles. Union will accept all nominations on each of the nomination cycles. Nominations made after the applicable deadline shall not be accepted except at the sole discretion of Union. All times referred to herein are Eastern Clock Time. For greater certainty, NAESB nomination cycle timelines are as follows:

   a. The Timely Nomination Cycle: 12:45 pm for Nominations leaving control of the nominating party; 3:30 pm for receipt of Quantities Available by Shipper; 4:30 pm for receipt of completed confirmations by Union from upstream and downstream connected parties; 5:30 pm for receipt of Scheduled Quantities by Shipper (Day prior to flow).

   b. The Evening Nomination Cycle: 7:00 pm for Nominations leaving control of the nominating party; 9:00 pm for receipt of Quantities Available by Shipper; 10:00 pm for receipt of completed confirmations by Union from upstream and downstream connected parties; 11:00 pm for receipt of Scheduled Quantities by Shipper (Day prior to flow).

   c. The Intra-day 1 Nomination Cycle: 11:00 am for Nominations leaving control of the nominating party; 1:00 pm for receipt of Quantities Available by Shipper; 2:00 pm for receipt of completed confirmations by Union from upstream and downstream connected parties; 3:00 pm for receipt of Scheduled Quantities Available by Shipper, on Day. Quantities Available resulting from Intra-day 1 Nominations should be effective at 6:00 pm on same Day.

   d. The Intra-day 2 Nomination Cycle: 6:00 pm for Nominations leaving control of the nominating party: 8:00 pm for receipt of Quantities Available by Shipper; 9:00 pm for receipt of completed confirmations by Union from upstream and downstream connected parties; 10:00 pm for receipt of Scheduled Quantities by Shipper on Day. Quantities Available resulting from Intra-day 2 Nominations should be effective at 10:00 pm on same Day.

3. Union shall determine whether or not all or any portion of the Nomination will be scheduled at each nomination cycle. With respect to each nomination cycle, in the event Union determines that it will not schedule such Nomination, Union shall advise Shipper of the reduced quantity (the "**Quantities Available**") for Transportation Services at the applicable points as outlined in each nomination cycle. After receiving such advice from Union, but no later than one half hour after the Quantities Available deadline as outlined in each nomination cycle, Shipper shall provide a revised nomination ("**Revised Nomination**") to Union which shall be no greater than the Quantity Available. If such Revised Nomination is not provided within the time allowed as required above or such Revised Nomination is greater than the Quantities Available, then the Revised Nomination shall be deemed to be the Quantities Available. If the Revised Nomination (delivered with the time allowed as required above) is less than the Quantity Available, then such lessor amount shall be the Revised Nomination.

4. For Shippers electing firm all day transportation service, nominations shall be provided to Union's Gas Management Services as outlined in the Contract.

5. For Transportation Services requiring Shipper to provide compressor fuel in kind, the nominated fuel requirements will be calculated by rounding to the nearest whole GJ.

6. All Timely Nominations shall have rollover options. Specifically, Shippers shall have the ability to nominate for several days, months or years, provided the Nomination start date and end date are both within the term of the Transportation Agreement.

7. Nominations received after the nomination deadline shall, if accepted by Union, be scheduled after Nominations received before the nomination deadline.

8. All Services are required to be nominated in whole Gigajoules (GJ).

9. To the extent Union is unable to complete a Nomination confirmation due to inaccurate, untimely or incomplete data involving an Interconnecting Pipeline entity, Union shall undertake reasonable efforts to confirm the transaction on a non-discriminatory basis until such time that the transaction is adequately verified by the parties, or until such time that Union determines that the Nomination is invalid at which time the Union shall reject the Nomination.

10. That portion of a Shipper's Nomination or Revised Nomination, as set out in paragraphs 1 and 3 above, which Union shall schedule for Transportation Services hereunder, shall be known as Shipper's "**Authorized Quantity**".

11. If on any day the actual quantities handled by Union, for each of the Transportation Services authorized, exceed Shipper's Authorized Quantity, and such excess was caused by either Shipper's incorrect nomination or by its delivering or receiving too much gas, then the amount by which the actual quantities handled for each of the Transportation Services exceed Shipper's Authorized Quantity shall be deemed "**Unauthorized Overrun**".

12. The daily quantity of gas nominated by Shipper will be delivered by Shipper at rates of flow that are as nearly constant as possible, however, Union shall use reasonable efforts to take receipt of gas on any day at an hourly rate of flow up to one twentieth ($1/20^{th}$) of the quantity received for that day. Union shall have the right to limit Transportation Services when on any day the cumulative hourly imbalance between receipts and deliveries exceeds one twentieth ($1/20^{th}$) of the quantity handled for that day, for each applicable Transportation Service.

13. The parties hereto recognize that with respect to Transportation Services, on any day, receipts of gas by Union and deliveries of gas by Union may not always be exactly equal, but each party shall cooperate with the other in order to balance as nearly as possible the quantities transacted on a daily basis, and any imbalances arising shall be allocated to the Facilitating Agreement and shall be subject to the respective terms and charges contained therein, and shall be resolved in a timely manner.

14. Shipper may designate a third party as agent for purposes of providing a Nomination, and for giving and receiving notices related to Nominations, and Union shall only accept nominations from the agent. Shipper shall provide Union with written notice of such designation, such notice to be acceptable to Union. Any such designation, if acceptable to Union, shall be effective starting the Month following the receipt of the written notice and will remain in effect until revoked in writing by Shipper.

Schedule "C"

UNION GAS LIMITED

M12 Monthly Transportation Fuel Ratios and Rates

Firm or Interruptible Transportation Commodity

Effective July 1, 2011

	VT1 Easterly to Parkway (TCPL) With Dawn Compression		VT1 Easterly to Kirkwall, Lisgar, Parkway (Consumers) With Dawn Compression		VT3 Westerly to Kirkwall, Dawn	
Month	Fuel Ratio (%)	Fuel Rate ($/GJ)	Fuel Ratio (%)	Fuel Rate ($/GJ)	Fuel Ratio (%)	Fuel Rate ($/GJ)
April	0.763	0.047	0.763	0.047	0.328	0.021
May	0.624	0.038	0.624	0.038	0.328	0.021
June	0.416	0.026	0.328	0.021	0.416	0.026
July	0.357	0.021	0.328	0.021	0.357	0.021
August	0.350	0.022	0.328	0.021	0.350	0.022
September	0.368	0.022	0.348	0.022	0.368	0.022
October	0.745	0.046	0.697	0.044	0.328	0.021
November	0.948	0.058	0.765	0.048	0.328	0.021
December	1.174	0.071	0.950	0.059	0.328	0.021
January	1.306	0.081	1.076	0.066	0.328	0.021
February	1.207	0.073	0.991	0.060	0.328	0.021
March	1.046	0.064	0.854	0.052	0.328	0.021

	M12-X Easterly Kirkwall to Parkway (TCPL)		M12-X Easterly Kirkwall to Lisgar, Parkway (Consumers)		M12-X Westerly to Kirkwall, Dawn	
Month	Fuel Ratio (%)	Fuel Rate ($/GJ)	Fuel Ratio (%)	Fuel Rate ($/GJ)	Fuel Ratio (%)	Fuel Rate ($/GJ)
April	0.328	0.021	0.328	0.021	0.353	0.023
May	0.328	0.021	0.328	0.021	0.353	0.023
June	0.416	0.026	0.328	0.021	0.353	0.023
July	0.357	0.022	0.328	0.021	0.353	0.023
August	0.350	0.022	0.328	0.021	0.353	0.023
September	0.348	0.022	0.328	0.021	0.353	0.023
October	0.376	0.023	0.328	0.021	0.353	0.023
November	0.511	0.031	0.328	0.021	0.328	0.021
December	0.551	0.033	0.328	0.021	0.328	0.021
January	0.558	0.034	0.328	0.021	0.328	0.021
February	0.544	0.033	0.328	0.021	0.328	0.021
March	0.520	0.032	0.328	0.021	0.328	0.021

UNION GAS LIMITED

M12 Monthly Transportation Authorized Overrun Fuel Ratios and Rates

Firm or Interruptible Transportation Commodity

Effective July 1, 2011

	VT1 Easterly to Parkway (TCPL) With Dawn Compression		VT1 Easterly to Kirkwall, Lisgar, Parkway (Consumers) With Dawn Compressior		VT3 Westerly to Kirkwall, Dawn	
Month	Fuel Ratio (%)	Fuel Rate ($/GJ)	Fuel Ratio (%)	Fuel Rate ($/GJ)	Fuel Ratio (%)	Fuel Rate ($/GJ)
April	1.368	0.161	1.368	0.150	0.933	0.134
May	1.228	0.152	1.228	0.140	0.933	0.134
June	1.021	0.138	0.933	0.123	1.021	0.138
July	0.962	0.138	0.933	0.123	0.962	0.138
August	0.955	0.136	0.933	0.123	0.955	0.136
September	0.972	0.136	0.952	0.125	0.972	0.136
October	1.350	0.160	1.302	0.146	0.933	0.134
November	1.553	0.172	1.370	0.151	0.933	0.134
December	1.779	0.186	1.555	0.161	0.933	0.134
January	1.911	0.194	1.681	0.169	0.933	0.134
February	1.812	0.188	1.596	0.163	0.933	0.134
March	1.651	0.179	1.458	0.156	0.933	0.134

	M12-X Easterly Kirkwall to Parkway (TCPL)		M12-X Easterly Kirkwall to Lisgar, Parkway (Consumers)		M12-X Westerly to Kirkwall, Dawn	
Month	Fuel Ratio (%)	Fuel Rate ($/GJ)	Fuel Ratio (%)	Fuel Rate ($/GJ)	Fuel Ratio (%)	Fuel Rate ($/GJ)
April	0.933	0.134	0.933	0.134	0.958	0.135
May	0.933	0.134	0.933	0.134	0.958	0.135
June	1.021	0.139	0.933	0.134	0.958	0.135
July	0.962	0.135	0.933	0.134	0.958	0.135
August	0.955	0.135	0.933	0.134	0.958	0.135
September	0.953	0.135	0.933	0.134	0.958	0.135
October	0.981	0.136	0.933	0.134	0.958	0.135
November	1.115	0.145	0.933	0.134	0.933	0.134
December	1.156	0.148	0.933	0.134	0.933	0.134
January	1.163	0.149	0.933	0.134	0.933	0.134
February	1.149	0.148	0.933	0.134	0.933	0.134
March	1.125	0.146	0.933	0.134	0.933	0.134

SCHEDULE "D 2010"

RATE M12
RECEIPT AND DELIVERY POINTS AND PRESSURES

1. Receipt and Delivery Points:

The following defines each Receipt Point and/or Delivery Point, as indicated (R= Receipt Point; D= Delivery Point)

R,D	DAWN (FACILITIES):	Union's Compressor Station site situated in the northwest corner of Lot Twenty-Five (25), Concession II, in the Township of Dawn-Euphemia, in the County of Lambton. This point is applicable for quantities of gas that have been previously transported or stored under other contracts that Shipper may have in place with Union.
R	DAWN (TCPL):	At the junction of Union's and TCPL's facilities, at or adjacent to Dawn (Facilities).
R	DAWN (TECUMSEH):	At the junction of Union's and Enbridge Gas Distribution Inc.'s (Enbridge) Tecumseh Gas Storage's facilities, at or adjacent to Dawn (Facilities).
R	DAWN (TSLE):	At the junction of Union's and Enbridge Gas Distribution Inc.'s ("**Enbridge**") NPS 16 Tecumseh Sombra Line Extension facilities; at or adjacent to Dawn (Facilities)
R	DAWN (VECTOR):	At the junction of Union's and Vector Pipeline Limited Partnership ("**Vector**") facilities, at or adjacent to Dawn (Facilities).
R,D	PARKWAY (TCPL):	At the junction of Union's and TCPL's facilities, at or adjacent to Union's facilities situated in the Part Lot 9 and Part Lot 10, Concession IX, New Survey, Town of Milton, Regional Municipality of Halton (now part of City of Mississauga)
R,D	KIRKWALL:	At the junction of Union's and TCPL's facilities at or adjacent to Union's facilities situated in Part Lot Twenty-Five (25), Concession 7, Town of Flamborough.
D	PARKWAY (CONSUMERS):	At the junction of Union's and Enbridge's facilities, at or adjacent to Union's facilities situated in Part Lot 9 and Part Lot 10, Concession IX, New Survey, Town of Milton, Regional Municipality of Halton (now part of City of Mississauga)
D	LISGAR:	At the junction of the facilities of Union and Enbridge situated at 6620 Winston Churchill Boulevard, City of Mississauga.

2. Receipt and Delivery Pressures:

(a) All Gas tendered by or on behalf of Shipper to Union shall be tendered at the Receipt Point(s) at Union's prevailing pressure at that Receipt Point, or at such pressure as per operating agreements between Union and the applicable Interconnecting Pipeline as amended or restated from time to time.

(b) All Gas tendered by or on behalf of Union to Shipper shall be tendered at the Delivery Point(s) at Union's prevailing pressure at that Delivery Point or at such pressure as per agreements between Union and the applicable Interconnecting Pipeline as amended or restated from time to time.

(c) Under no circumstances shall Union be obligated to receive or deliver gas hereunder at pressures exceeding the maximum allowable operating pressures prescribed under any applicable governmental regulations; nor shall Union be required to make any physical deliveries or to accept any physical receipts which its existing facilities cannot accommodate.

TRANSPORTATION OF LOCALLY PRODUCED GAS

(A) Applicability

The charges under this rate schedule shall be applicable to a customer who enters into a contract with Union for gas received at a local production point to be transported to Dawn.

(B) Rates

The identified rates (excluding gas supply charges, if applicable) represent maximum prices for service. These rates may change periodically. Multi-year prices may also be negotiated, which may be higher than the identified rates.

Demand Commodity

	Demand Charge Rate/Month	Commodity Charge Union Provides Fuel Rate/GJ	Customer Provides Own Fuel Fuel Ratio
1. Monthly fixed charge per Customer Station	$656.48		
2. Transmission Commodity Charge		$0.025	
3. Delivery Commodity Charge		$0.021	0.328%

These charges are in addition to the transportation, storage and/or balancing charges which shall be paid for under Rate M12 or Rate C1, or other services that may be negotiated.

4. Overrun Services

Authorized Overrun

Authorized overrun will be payable on all quantities transported in excess of Union's obligation on any day. The overrun charges payable will be calculated at $0.078/GJ. Overrun will be authorized at Union's sole discretion.

	Commodity Charge Union Provides Fuel Rate/GJ	Customers Provides Own Fuel Commodity Charge Rate/GJ	Fuel Ratio
Authorized Overrun Charge	$0.078	$0.057	0.328%

Unauthorized Overrun

Authorized Overrun rates payable on all volumes up to 2% in excess of Union's contractual obligation.

The Unauthorized Overrun rate during the November 1 to April 15 period will be $50 per GJ for all usage on any day in excess of 102% of Union's contractual obligation. The Unauthorized Overrun rate during the April 16 to October 31 period will be $9.373 per GJ for all usage on any day in excess of 102% of Union's contractual obligation.

(C) Terms of Service

General Terms & Conditions applicable to this rate shall be in accordance with the attached Schedule "A".

Effective July 1, 2011 Chatham, Ontario
O.E.B. Order # EB-2011-0135

Supersedes EB-2011-0029 Rate Schedule effective April 1, 2011.

SCHEDULE "A"

GENERAL TERMS & CONDITIONS
M13 TRANSPORTATION AGREEMENT

I. DEFINITIONS

Except where the context expressly requires or states another meaning, the following terms, when used in these General Terms & Conditions and in any contract into which these General Terms & Conditions are incorporated, shall be construed to have the following meanings:

1. "Banking Day" shall mean a day on which the general offices of the Canadian Imperial Bank of Commerce, 99 King St. W., Chatham, Ontario are open for business.

2. "business day" shall mean a day on which the general offices of Union in Chatham, Ontario are open for business;

3. "Contract" shall refer to the Contract to which these General Terms & Conditions shall apply, and into which they are incorporated;

4. "contract year" shall mean a period of three hundred and sixty-five (365) consecutive days, beginning on the day agreed upon by Union and Shipper as set forth in the Contract, or on any anniversary of such date; provided, however, that any such period which contains a date of February 29 shall consist of three hundred and sixty-six (366) consecutive days;

5. "day" shall mean a period of twenty-four (24) consecutive hours beginning at 9:00 a.m. Central Standard time. The reference date for any day shall be the calendar date upon which the twenty-four (24) hour period shall commence;

6. "month" shall mean the period beginning at 9:00 a.m. Central Standard time on the first day of a calendar month and ending at 9:00 a.m. Central Standard time on the first day of the following calendar month;

7. "firm" shall mean service not subject to curtailment or interruption except under Articles XI and XII of this Schedule "B".

8. "interruptible service" shall mean service subject to curtailment or interruption, after notice, at any time;

9. "gas" shall mean gas as defined in the Ontario Energy Board Act, R.S.O. 1980, c. 332, as amended, supplemented or reenacted from time to time;

10. "cubic metre" shall mean the volume of gas which occupies one cubic metre when such gas is at a temperature of 15 degrees Celsius, and at a pressure of 101.325 kilopascals absolute;

11. "m^3" shall mean cubic metre of gas and "10^3m^3" shall mean 1,000 cubic metres of gas;

12. "pascal" (Pa) shall mean the pressure produced when a force of one (1) newton is applied to an area of one (1) square metre. The term "kilopascal" (kPa) shall mean 1,000 pascals;

13. "joule" (J) shall mean the work done when the point of application of a force of one (1) newton is displaced a distance of one (1) metre in the direction of the force. The term "megajoule" (MJ) shall mean 1,000,000 joules. The term "gigajoule" (GJ) shall mean 1,000,000,000 joules;

14. "gross heating value" shall mean the total heat expressed in megajoules per cubic metre (MJ/m^3) produced by the complete combustion at constant pressure of one (1) cubic metre of gas with air, with the gas free of water vapour and the temperature of the gas, air and products of combustion at standard temperature and all water formed by the combustion reaction condensed to the liquid state;

15. "Shipper" shall have the meaning as defined in the Contract and shall also include Shipper's Agent(s);

16. "subsidiary" shall mean a company in which more than fifty (50) per cent of the issued share capital (having full voting rights under all circumstances) is owned or controlled directly or indirectly by another company, by one or more subsidiaries of such other company, or by such other company and one or more of its subsidiaries;

17. "TCPL" means TransCanada PipeLines Limited;

18. "NOVA" means NOVA Gas Transmission Ltd;

19. "Panhandle" means CMS Panhandle Eastern Pipeline Company;

20. "MichCon" means Michigan Consolidated Gas Company;

21. "SCPL" means St. Clair Pipelines (1996) Ltd.;

22. "OEB" means the Ontario Energy Board;

23. "NEB" means the National Energy Board (Canada);

i. "GLGT" means Great Lakes Gas Transmission Company.

ii. "CMS" means CMS Gas Transmission and Storage Company; and,

iii. "Consumers" means The Consumers' Gas Company, Limited.

II. QUALITY

1. Natural Gas: The minimum gross heating value of the gas delivered to/by Union hereunder, shall be thirty-six (36) megajoules per cubic metre. The maximum gross heating value of the gas delivered to/by Union hereunder shall be forty point two (40.2) megajoules per cubic metre. The gas to be delivered hereunder to Union may be a commingled supply from Shipper's natural gas sources of supply. The gas to be delivered by Union may be a commingled supply from Union's sources of gas supply; provided, however, that helium, natural gasoline, butane, propane and other hydrocarbons except methane may be removed prior to delivery to Shipper. Further, Union may subject, or permit the subjection of, the gas to compression, dehydration, cooling, cleaning and other processes.

2. Freedom from objectionable matter: The gas to be delivered to Union at the Delivery Locations hereunder,

   a. shall be merchantable and commercially free from sand, dust, gums, crude oils, lubricating oils, liquids, chemicals or compounds used in the production, treatment, compression or dehydration of the gas or any other objectionable substance in sufficient quantity so as to render the gas toxic, unmerchantable or cause injury to or interference with the proper operation of the lines, regulators, meters or other appliances through which it flows;

   b. shall not contain more than seven (7) milligrams of hydrogen sulphide per cubic metre of gas nor more than one hundred (100) milligrams of total sulphur (S) per cubic metre of gas as determined by standard methods of testing;

   c. shall not contain more than five (5) milligrams of mercaptan sulphur per cubic metre of gas;

   d. shall not contain more than two point zero (2.0) molar percent by volume of carbon dioxide in the gas;

e. shall not contain more than zero point five (0.5) molar percent by volume of carbon monoxide in the gas;

i. shall not contain more than zero point four (0.4) molar percent by volume of oxygen in the gas.

g. shall not contain more than four point zero (4.0) by volume molar percent of hydrogen in the gas;

h. shall not contain more than eighty (80) milligrams of water per cubic metre of the gas;

i. shall not have a hydrocarbon dewpoint exceeding minus ten (-10) degrees Celsius at five thousand five hundred (5500) kPa pressure;

j. shall not contain less than one point zero (1.0) molar percent by volume of ethane in the gas.

k. shall at all time be interchangeable with other pipeline gas such that the yellow tipping, flashback and lifting factors shall be within the range permitted for gas according to AGA Research Bulletin No. 36;

l. shall not exceed forty-three degrees Celsius (43°C);

m. shall not be odourized by Shipper.

3. Shipper shall subject any gas delivered hereunder to compression, cooling, cleaning or other processes to such an extent as may be required to obtain the necessary quality and for transmission to the Delivery Locations, provided the quality of the gas continues to comply with the specifications set out in this Contract.

4. Shipper may extract hydrocarbon and non-hydrocarbon constituents, other than methane except as required in the processing or compression of the gas, prior to delivery at the Delivery Locations hereunder, and shall have the right to remove such methane as is removed by necessity from the gas in removing other constituents, provided that Shipper in such processing shall not reduce the Gross Heating Value below that which is stated in Section II, Clause 1 herein and provided that such extraction will not cause a breach of the quality specifications set forth in this Section II.

5. In the event that the quality of the gas does not conform or if Union, acting reasonably, suspects the quality of the gas may not conform to the specifications herein, then Shipper shall, if so directed by Union acting reasonably, forthwith carry out, at Shipper's cost, whatever field testing of the gas quality as may be required to ensure that the quality requirements set out herein are met, and to provide Union with a certified copy of such tests. If Shipper does not carry out such tests forthwith, Union may conduct such test and Shipper shall reimburse Union for all costs incurred by Union for such testing.

6. If the Shipper's gas fails at any time to conform to the requirements of this Section II, Union, in addition to its other remedies, may refuse to accept delivery of gas at the Delivery Locations hereunder until such deficiency has been remedied by Shipper. Each Party agrees to notify the other verbally, followed by written notification, of any such deficiency of quality.

7. Freedom from objectionable matter: The gas to be delivered to Union at Dawn (TCPL) or the gas to be delivered by Union to Shipper at Dawn (TCPL) hereunder,

a. shall be commercially free from sand, dust, gums, crude oils, lubricating oils, liquids, chemicals or compounds used in the production, treatment, compression or dehydration of the gas or any other objectionable substance in sufficient quantity so as to render the gas toxic, unmerchantable or cause injury to or interference with the proper operation of the lines, regulators, meters or other appliances through which it flows;

b. shall not contain more than seven (7) milligrams of hydrogen sulphide per cubic metre of gas nor more than four hundred and sixty (460) milligrams of total sulphur per cubic metre of gas as determined by standard methods of testing;

c. shall not contain more than five (5) milligrams of mercaptan sulphur per cubic metre of gas;

d. shall not contain more than two point zero (2.0) molar percent by volume of carbon dioxide in the gas;

e. shall not contain more than zero point five (0.5) molar percent by volume of carbon monoxide in the gas;

f. shall not contain more than zero point four (0.4) molar percent by volume of oxygen in the gas;

g. shall not contain more than four point zero (4.0) molar percent by volume of hydrogen in the gas;

h. shall not contain more than eighty (80) milligrams of water vapour per cubic metre of the gas;

i. shall not have a hydrocarbon dewpoint exceeding minus ten (-10) degrees Celsius at five thousand-five hundred (5500) kPa pressure;

j. shall not contain less than one point zero (1.0) molar percent by volume of ethane in the gas;

k. shall at all times be interchangeable with other pipeline gas such that the yellow tipping, flashback and lifting factors shall be within the range permitted for gas according to AGA Research Bulletin No. 36.

III. MEASUREMENTS

1. **The Service Unit:** ("The Unit") The Unit of the gas delivered to Union shall be a quantity of 10^3m^3. The unit of gas delivered by Union shall be a megajoule, a gigajoule, a cubic metre (m^3) or one thousand cubic metres (10^3m^3) at Union's discretion.

2. Determination of Volume and Energy:

a. The volume and energy amounts determined under this contract shall be determined in accordance with the Electricity and Gas Inspection Act, assented to 3l March, 1982 and the Electricity and Gas Inspection Regulations, P.C. 1986-16, 16 January, 1986, and any documents issued under the authority of the Act and Regulations and any amendments thereto.

b. The gross heating value of the gas per cubic metre at each delivery point or redelivery point shall be measured by a FMCCA approved device for the measurement of energy content installed at the receipt or delivery point, or an alternative method of gross heating value determined which is mutually agreed upon by all parties to the Contract.

c. The volume and/or energy of the gas delivered to/by Union hereunder shall be determined by the measurement equipment designated in Article VII - Measuring Equipment, of this schedule.

d. The uncorrected quantity determined from the metering equipment shall be corrected according to Charles Law, Boyle's Law and deviation from Boyle's Law. The factor for correction for deviation from Boyle's Law shall be determined and applied in accordance either with the method laid down in the American Gas Association's "Manual for Determination of Supercompressibility

Factors for Natural Gas" (PAR Project NX-19) published 1962 or with methods laid down in the American Gas Association's "Transmission Measurement Committee Report No.8" at the discretion of Union. Union shall notify Shipper of the specific method to be used. When gas is measured by means other than an orifice meter, the factor for correction for deviation from Boyle's Law shall be the square of the factor determined by following one of the methods above.

e. The average absolute atmospheric (barometric) pressure, for the purpose of measurement shall be assumed to be a constant pressure of 99.285 kPa.

IV. POINT OF RECEIPT AND POINT OF DELIVERY

1. Unless otherwise specified in the Contract, the point or points of receipt for all gas to be covered hereunder shall be on the outlet side of the measuring stations located at or near the point or points of connection specified in the Contract, where Union takes possession of the gas. Whenever the phrase "receipt point" appears herein, it shall mean Point of Receipt as defined in this Article IV.

2. Unless otherwise specified in the Contract, the point or points of delivery for all gas to be covered hereunder shall be on the outlet side of the measuring stations located at or near the point or points of connection as specified in the Contract, where Shipper takes possession of the gas. Whenever the phrase "delivery point" shall appear herein, it shall mean Point of Delivery as defined in this Article IV.

V. FACILITIES ON CUSTOMER'S PROPERTY

N/A.

VI. MEASURING EQUIPMENT

1. Custody Transfer Measuring Equipment: In the event that all or any gas received or delivered hereunder is measured by a meter (where the term "meter" shall include but not be limited to positive displacement meters, orifice meters, turbine meters, and associated gauges and instrumentation), such meter shall be installed and operated in accordance with the Electricity and Gas inspection Act. (assented to March 31, 1982), (and amendments thereto), and the Electricity and Gas inspection Regulations, P.C. 1986 - 116, January 16, 1986 (and amendments thereto).

   In the event that all or any gas received or delivered hereunder is measured by a meter that is owned and operated by an upstream or downstream transporter (the "Transporter") whose facilities may or may not interconnect with Union's, then Union and Shipper agree to accept that metering for the purpose of determining the quantity of gas received or delivered on behalf of the Shipper. The standard of measurement and tests for the gas delivered to/by Union hereunder shall be in accordance with the General Terms and Conditions as incorporated in that Transporter's gas tariff as approved by their regulatory body.

2. Calibration and Test of Measuring Equipment: The accuracy of Union's measuring equipment shall be verified by Union at reasonable intervals, and if requested, in the presence of representatives of Shipper, but Union shall not be required to verify the accuracy of such equipment more frequently than once in any thirty (30) day period. In the event either party shall notify the other that it desires a special test of any measuring equipment or any other Delivery Location equipment, the parties shall co-operate to secure a prompt verification of the accuracy of such equipment. The expense of any such special test, if called for by Shipper, shall be borne by Shipper if the measuring equipment tested is found to be in error not more than two per cent (2%). If, upon test, any measuring equipment is found to be in error by not more than two per cent (2%), previous recordings of such equipment shall be considered accurate in computing receipts or deliveries of gas, but such equipment shall be adjusted at once to record as near to absolute accuracy as possible. If the test conducted shows a percentage of inaccuracy greater than two percent (2%), the financial adjustment, if any, shall be calculated in accordance with the Electricity and Gas Inspection Act (1982) and regulations thereunder, as may be amended from time to time and in accordance with any successor statutes and regulations.

3. Preservation of Metering Records: Union and Shipper shall each preserve for a period of at least six (6) years all test data and other relevant records.

VII. BILLING

1. Monthly Billing Date: Union shall render bills on or before the 10th day of each month for all services furnished during the preceding month. Such charges may be based on estimated quantities, if actual quantities are unavailable in time to prepare the billing. Union shall provide, in a succeeding month's billing, an adjustment based on any difference between actual quantities and estimated quantities. If presentation of a bill to Shipper is delayed after the 10th day of

the month, then the time of payment shall be extended accordingly, unless Shipper is responsible for such delay.

2. Right of Examination: Both Union and Shipper shall have the right to examine at any reasonable time the books, records and charts of the other to the extent necessary to verify the accuracy of any statement, chart or computation made under or pursuant to the provisions of the Contract.

VIII. PAYMENTS

1. Monthly payments: Shipper shall pay the invoiced amount directly into Union's bank account as directed on the invoice on or before the twentieth (20th) day of each month. If the payment date is not a business day, then payment must be received in Union's account on the first business day preceding the twentieth (20th) day of the month.

2. Remedies for nonpayment: Should Shipper fail to pay all of the amount of any bill as herein provided when such amount is due, Shipper shall pay to Union interest on the unpaid portion of the bill accruing at a rate per annum equal to the minimum commercial lending rate of Union's principal banker in effect from time to time from the due date until the date of payment. If such failure to pay continues for thirty (30) days after payment is due, Union, in addition to any other remedy it may have under the Contract may suspend service(s) until such amount is paid, provided however, that if Shipper, in good faith shall dispute the amount of any such bill or part thereof and shall pay to Union such amounts as it concedes to be correct and at any time thereafter within twenty (20) days of a demand made by Union shall furnish good and sufficient surety bond satisfactory to Union, guaranteeing payment to Union of the amount ultimately found due upon such bill after a final determination which may be reached either by agreement, arbitration decision or judgement of the courts, as may be the case, then Union shall not be entitled to suspend service(s) because of such nonpayment unless and until default be made in the conditions of such bond or in payment for any further service(s) to Shipper hereunder.

3. Billing Adjustments: If it shall be found that at any time or times Shipper has been overcharged or undercharged in any form whatsoever under the provisions of the Contract and Shipper shall have actually paid the bills containing such overcharge or undercharge, Union shall refund the amount of any such overcharge and interest shall accrue from and including the first day of such overcharge as paid to the date of refund and shall be calculated but not compounded at a rate per annum determined each day during the calculation period to be equal to the minimum commercial lending rate of Union's principal banker, and the Shipper shall pay the amount of any such undercharge, but without interest. In the event Union renders a bill to Shipper based upon measurement estimates, the required adjustment to reflect actual measurement shall be made on the bill next following the determination of such actual measurement, without any charge of interest. In the event an error is discovered in the amount billed in any statement rendered by Union, such error shall be adjusted by Union. Such overcharge, undercharge or error shall be adjusted by Union on the bill next following its determination (where the term "bill" next following shall mean a bill rendered at least fourteen (14) days after the day of its determination), provided that claim therefore shall have been made within six (6) years from the date of the incorrect billing. In the event any refund is issued with Shipper's bill, the aforesaid date of refund shall be deemed to be the date of the issue of invoice.

IX. ARBITRATION

If and when any dispute, difference or question shall arise between the parties heretotouching the Contract or anything herein contained, or the construction hereof, or the rights, duties or liabilities of the parties in relation to any matter hereunder, the matter in dispute shall be submitted and referred to arbitration within ten (10) days after written request of either party. Upon such request each party shall appoint an arbitrator, and the two so appointed shall appoint a third. A majority decision of the arbitrators shall be final and binding upon both parties. In all other respects the provisions of the Arbitration Act of the Province of Ontario, or any Act passed in amendment thereof or substitution therefor, shall apply to each such submission. Operations under this Contract shall continue, without prejudice, during any such arbitration and the costs attributable to such arbitration shall be shared equally by the parties hereto.

X. FORCE MAJEURE

N/A

XI. DEFAULT AND TERMINATION

N/A

XII. MODIFICATION

N/A

XIII. NONWAIVER AND FUTURE DEFAULT

N/A

XIV. LAWS, REGULATIONS AND ORDERS

The Contract and the respective rights and obligations of the parties hereto are subject to all present and future valid laws, orders, rules and regulations of any competent legislative body, or duly constituted authority now or hereafter having jurisdiction and the Contract shall be varied and amended to comply with or conform to any valid order or direction of any board, tribunal or administrative agency which affects any of the provisions of the Contract.

uniongas

STORAGE AND TRANSPORTATION SERVICES TRANSPORTATION CHARGES

(A) Availability

The charges under this rate schedule shall be applicable for transportation service rendered by Union for all quantities transported to and from embedded storage pools located within Union's franchise area and served using Union's distribution and transmission assets.

(B) Rates

The identified rates (excluding gas supply charges, if applicable) represent maximum prices for service. These rates may change periodically. Multi-year prices may also be negotiated, which may be higher than the identified rates.

a) Charges Applicable to both Firm and/or Interruptible Transportation Services:

Monthly Fixed Charge per customer station ($ per month) (1)	$664.93
Transmission Commodity Charge to Dawn ($ per GJ)	$0.025

Transportation Fuel	Customers located East of Dawn	Customers located West of Dawn
Fuel Charges to Dawn:		
Commodity Rate - Union provides fuel ($ per GJ)	$0.021	$0.021
Fuel Ratio - customer provides fuel (%)	0.328%	0.328%
Fuel Charge to the Pool		
Commodity Rate - Union provides fuel ($ per GJ)	$0.026	$0.030
Fuel Ratio - customer provides fuel (%)	0.423%	0.496%

b) Firm Transportation Demand Charges: (2)

	Customers located East of Dawn	Customers located West of Dawn
Monthly Demand Charge applied to contract demand ($ per GJ)	$0.727	$0.971

Authorized Overrun:

The authorized overrun rate payable on all quantities transported in excess of Union's obligation any day shall be:

	Customers located East of Dawn	Customers located West of Dawn
Firm Transportation:		
Charges to Dawn		
Commodity Rate - Union provides fuel ($ per GJ)	$0.070	$0.078
Commodity Rate - customer provides fuel ($ per GJ)	$0.049	$0.057
Fuel Ratio - customer provides fuel (%)	0.328%	0.328%
Charges to the Pool		
Commodity Rate - Union provides fuel ($ per GJ)	$0.050	$0.062
Commodity Rate - customer provides fuel ($ per GJ)	$0.024	$0.032
Fuel Ratio - customer provides fuel (%)	0.423%	0.496%

Overrun will be authorized at Union's sole discretion.

Unauthorized Overrun

Authorized Overrun rates payable on all transported quantities up to 2% in excess of Union's contractual obligation.

The Unauthorized Overrun rate during the November 1 to April 15 period will be $50 per GJ for all usage on any day in excess of 102% of Union's contractual obligation. The Unauthorized Overrun rate during the April 16 to October 31 period will be $9.373 per GJ for all usage on any day in excess of 102% of Union's contractual obligation.

Charges aforesaid in respect of any given month in accordance with General Terms & Conditions shall be payable no later than the twenty-fifth day of the succeeding month.

Notes for Section (B) Rates:

(1) The monthly fixed charge will be applied once per month per customer station regardless of service being firm, interruptible or a combination thereof.

(2) Demand charges will be applicable to customers firm daily contracted demand or the firm portion of a combined firm and interruptible service.

(C) Terms of Service

The General Terms & Conditions applicable to this rate schedule shall be in accordance with the attached Schedule "A" for contracts in effect before October 1, 2010. The General Terms & Conditions applicable to this rate schedule shall be in accordance with the attached Schedule "A 2010" for contracts in effect on or after October 1, 2010.

SCHEDULE "A"

GENERAL TERMS & CONDITIONS
M16 TRANSPORTATION AGREEMENT

I. DEFINITIONS

Except where the context expressly requires or states another meaning, the following terms, when used in these General Terms & Conditions and in any contract into which these General Terms & Conditions are incorporated, shall be construed to have the following meanings:

1. "Banking Day" shall mean a day on which the general offices of the Canadian Imperial Bank of Commerce, 99 King St. W., Chatham, Ontario are open for business.

2. "business day" shall mean a day on which the general offices of Union in Chatham, Ontario are open for business;

3. "Contract" shall refer to the Contract to which these General Terms & Conditions shall apply, and into which they are incorporated;

4. "contract year" shall mean a period of three hundred and sixty-five (365) consecutive days, beginning on the day agreed upon by Union and Shipper as set forth in the Contract, or on any anniversary of such date; provided, however, that any such period which contains a date of February 29 shall consist of three hundred and sixty-six (366) consecutive days;

5. "day" shall mean a period of twenty-four (24) consecutive hours beginning at 9:00 a.m. Central Standard time. The reference date for any day shall be the calendar date upon which the twenty-four (24) hour period shall commence;

6. "month" shall mean the period beginning at 9:00 a.m. Central Standard time on the first day of a calendar month and ending at 9:00 a.m. Central Standard time on the first day of the following calendar month;

7. "firm" shall mean service not subject to curtailment or interruption except under Articles XI and XII of this Schedule "B".

8. "interruptible service" shall mean service subject to curtailment or interruption, after notice, at any time;

9. "gas" shall mean gas as defined in the Ontario Energy Board Act, R.S.O. 1980, c. 332, as amended, supplemented or reenacted from time to time;

10. "cubic metre" shall mean the volume of gas which occupies one cubic metre when such gas is at a temperature of 15 degrees Celsius, and at a pressure of 101.325 kilopascals absolute;

11. "m^3" shall mean cubic metre of gas and "10^3m^3" shall mean 1,000 cubic metres of gas;

12. "pascal" (Pa) shall mean the pressure produced when a force of one (1) newton is applied to an area of one (1) square metre. The term "kilopascal" (kPa) shall mean 1,000 pascals;

13. "joule" (J) shall mean the work done when the point of application of a force of one (1) newton is displaced a distance of one (1) metre in the direction of the force. The term "megajoule" (MJ) shall mean 1,000,000 joules. The term "gigajoule" (GJ) shall mean 1,000,000,000 joules;

14. "gross heating value" shall mean the total heat expressed in megajoules per cubic metre (MJ/m^3) produced by the complete combustion at constant pressure of one (1) cubic metre of gas with air, with the gas free of water vapour and the temperature of the gas, air and products of combustion at standard temperature and all water formed by the combustion reaction condensed to the liquid state;

15. "Shipper" shall have the meaning as defined in the Contract, and shall also include Shipper's Agent(s);

16. "subsidiary" means a company in which more than fifty (50) per cent of the issued share capital (having full voting rights under all circumstances) is owned or controlled directly or indirectly by another company, by one or more subsidiaries of such other company, or by such other company and one or more of its subsidiaries;

17. "TCPL" means TransCanada PipeLines Limited;

18. "NOVA" means Gas Transmission Ltd.;

19. "Panhandle" means CMS Panhandle Eastern Pipeline Company;

20. "MichCon" means Michigan Consolidated Gas Company;

21. "SCPL" means St. Clair Pipelines (1996) Ltd.;

22. "OEB" means the Ontario Energy Board;

23. "NEB" means the National Energy Board (Canada);

24. "GLGT" means Great Lakes Gas Transmission Company;

25. "CMS" means CMS Gas Transmission and Storage Company; and,

26. "Consumers" means The Consumers' Gas Company, Limited.

II. QUALITY

1. Natural Gas: The minimum gross heating value of the gas delivered to/by Union hereunder, shall be thirty-six (36) megajoules per cubic metre. The maximum gross heating value of the gas delivered to/by Union hereunder shall be forty point two (40.2) megajoules per cubic metre. The gas to be delivered hereunder to Union may be a commingled supply from Shipper's natural gas sources of supply. The gas to be delivered by Union may be a commingled supply from Union's sources of gas supply; provided, however, that helium, natural gasoline, butane, propane and other hydrocarbons except methane may be removed prior to delivery to Shipper. Further, Union may subject, or permit the subjection of, the gas to compression, dehydration, cooling, cleaning and other processes.

2. Freedom from objectionable matter: The gas to be delivered to Union at the Delivery Locations hereunder,

   a. shall be merchantable and commercially free from sand, dust, gums, crude oils, lubricating oils, liquids, chemicals or compounds used in the production, treatment, compression or dehydration of the gas or any other objectionable substance in sufficient quantity so as to render the gas toxic, unmerchantable or cause injury to or interference with the proper operation of the lines, regulators, meters or other appliances through which it flows;

   b. shall not contain more than seven (7) milligrams of hydrogen sulphide per cubic metre of gas nor more than one hundred (100) milligrams of total sulphur (S) per cubic metre of gas as determined by standard methods of testing;

   c. shall not contain more than five (5) milligrams of mercaptan sulphur per cubic metre of gas;

   d. shall not contain more than two point zero (2.0) molar percent by volume of carbon dioxide in the gas;

e. shall not contain more than zero point five (0.5) molar percent by volume of carbon monoxide in the gas;

f. shall not contain more than zero point four (0.4) molar percent by volume of oxygen in the gas.

g. shall not contain more than four point zero (4.0) by volume molar percent of hydrogen in the gas;

h. shall not contain more than eighty (80) milligrams of water per cubic metre of the gas;

i. shall not have a hydrocarbon dewpoint exceeding minus ten (-10) degrees Celsius at five thousand five hundred (5500) kPa pressure;

j. shall not contain less than one point zero (1.0) molar percent by volume of ethane in the gas.

k. shall at all time be interchangeable with other pipeline gas such that the yellow tipping, flashback and lifting factors shall be within the range permitted for gas according to AGA Research Bulletin No. 36;

l. shall not exceed forty-three degrees Celsius (43°C);

m. shall not be odourized by Shipper.

3. Shipper shall subject any gas delivered hereunder to compression, cooling, cleaning or other processes to such an extent as may be required to obtain the necessary quality and for transmission to the Delivery Locations, provided the quality of the gas continues to comply with the specifications set out in this Contract.

4. Shipper may extract hydrocarbon and non-hydrocarbon constituents, other than methane except as required in the processing or compression of the gas, prior to delivery at the Delivery Locations hereunder, and shall have the right to remove such methane as is removed by necessity from the gas in removing other constituents, provided that Shipper in such processing shall not reduce the Gross Heating Value below that which is stated in Section II, Clause 1 herein and provided that such extraction will not cause a breach of the quality specifications set forth in this Section II.

5. In the event that the quality of the gas does not conform or if Union, acting reasonably, suspects the quality of the gas may not conform to the specifications herein, then Shipper shall, if so directed by Union acting reasonably, forthwith carry out, at Shipper's cost, whatever field testing of the gas quality as may be required to ensure that the quality requirements set out herein are met, and to provide Union with a certified copy of such tests. If Shipper does not carry out such tests forthwith, Union may conduct such test and Shipper shall reimburse Union for all costs incurred by Union for such testing.

6. If the Shipper's gas fails at any time to conform to the requirements of this Section II, Union, in addition to its other remedies, may refuse to accept delivery of gas at the Delivery Locations hereunder until such deficiency has been remedied by Shipper. Each Party agrees to notify the other verbally, followed by written notification, of any such deficiency of quality.

7. Freedom from objectionable matter: The gas to be delivered to Union at Dawn (TCPL) or the gas to be delivered by Union to Shipper at Dawn (TCPL) hereunder,

a. shall be commercially free from sand, dust, gums, crude oils, lubricating oils, liquids, chemicals or compounds used in the production, treatment, compression or dehydration of the gas or any other objectionable substance in sufficient quantity so as to render the gas toxic, unmerchantable or cause injury to or interference with the proper operation of the lines, regulators, meters or other appliances through which it flows;

b. shall not contain more than seven (7) milligrams of hydrogen sulphide per cubic metre of gas nor more than four hundred and sixty (460) milligrams of total sulphur per cubic metre of gas as determined by standard methods of testing;

c. shall not contain more than five (5) milligrams of mercaptan sulphur per cubic metre of gas;

d. shall not contain more than two point zero (2.0) molar percent by volume of carbon dioxide in the gas;

e. shall not contain more than zero point five (0.5) molar percent by volume of carbon monoxide in the gas;

f. shall not contain more than zero point four (0.4) molar percent by volume of oxygen in the gas;

g. shall not contain more than four point zero (4.0) molar percent by volume of hydrogen in the gas;

h. shall not contain more than eighty (80) milligrams of water vapour per cubic metre of the gas;

i. shall not have a hydrocarbon dewpoint exceeding minus ten (-10) degrees Celsius at five thousand-five hundred (5500) kPa pressure;

j. shall not contain less than one point zero (1.0) molar percent by volume of ethane in the gas;

k. shall at all times be interchangeable with other pipeline gas such that the yellow tipping, flashback and lifting factors shall be within the range permitted for gas according to AGA Research Bulletin No. 36.

III. MEASUREMENTS

1. Storage, Transportation, and/or Sales Unit: ("The Unit") The Unit of the gas delivered to Union shall be a megajoule or a gigajoule. The unit of gas transported or stored by Union shall be a megajoule or a gigajoule. The unit of gas delivered by Union shall be a megajoule, a gigajoule, a cubic meter (m^3) or one thousand cubic metres (10^3m^3) at Union's discretion.

2. Determination of Volume and Energy:

   a. The volume and energy amounts determined under this contract shall be determined in accordance with the Electricity and Gas Inspection Act, assented to 31 March, 1982 and the Electricity and Gas Inspection Regulations, P.C. 1986-116, 16 January, 1986, and any documents issued under the authority of the Act and Regulations and any amendments thereto.

   b. The supercompressibility factor shall be determined in accordance with either the "Manual for Determination of Supercompressibility Factors for Natural Gas" (PAR Project NX-19) published in 1962 or with American Gas Association Transmission Measurement Committee Report No. 8, Nov. 1992, at Union's discretion.

   c. The volume and/or energy of the gas delivered to/by Union hereunder shall be determined by the measurement equipment designated in Article VII - Measuring Equipment, of this schedule.

IV. POINT OF RECEIPT AND POINT OF DELIVERY

1. Unless otherwise specified in the Contract, the point or points of receipt for all gas to be covered thereunder shall be on the outlet side of the measuring stations located at or near the point or points of connection specified in the Contract, where Union takes possession of the gas. Whenever the phrase "receipt point" appears herein, it shall mean Point of Receipt as defined in this Article IV.

2. Unless otherwise specified in the Contract, the point or points of delivery for all gas to be covered hereunder shall be on the outlet side of the measuring stations located at or near the point or points of connection as specified in the Contract, where Shipper takes possession of the gas. Whenever the phrase "delivery point" shall appear hereon, it shall mean Point of Delivery as defined in this Article IV.

V. POSSESSION OF AND RESPONSIBILITY FOR GAS

N/A.

VI. FACILITIES ON SHIPPER'S PROPERTY

N/A.

VII. MEASURING EQUIPMENT

1. Metering by Union: Union will install and operate meters and related equipment as required and in accordance with the Act and Regulations in III 2.a.

2. Metering by Others: In the event that all or any gas delivered to/by Union hereunder is measured by a meter that is owned and operated by a pipeline company whose facilities interconnect with Union's, then Union and Shipper agree to accept that metering for the purpose of determining the volume and energy of gas delivered to/by Union on behalf of the Shipper. The standard of measurement and tests for the gas delivered to/by Union hereunder shall be in accordance with the General Terms & Conditions as incorporated in that pipeline company's gas tariff as approved by their Regulatory Body.

3. Check Measuring Equipment: Shipper may install, maintain and operate, at the redelivery point, at its own expense, such check measuring equipment as desired, provided that such equipment shall be so installed as not to interfere with the operation of Union's measuring equipment at or near the delivery point, and shall be installed, maintained and operated in conformity with the same standards and specifications applicable to Union's metering facilities.

4. Rights of Parties: The measuring equipment installed by either party, together with any building erected by it for such equipment, shall be and remain its property. However, Union and Shipper shall have the right to have representatives present at the time of any installing, reading, cleaning, changing, repairing, inspecting, testing, calibrating, or adjusting done in connection with the other's measuring equipment used in measuring or checking the measurement of deliveries of gas to/by Union under this Contract. Either party will give the other party reasonable notice of its intention to carry out the acts herein specified. The records from such measuring equipment shall remain the property of their owner, but upon request each will submit to the other its records and charts, together with calculations therefrom, for inspection and verification, subject to return within ten days after receipt thereof.

5. Calibration and Test of Measuring Equipment: The accuracy of Union's measuring equipment shall be verified by Union at reasonable intervals, and if requested, in the presence of representatives of Shipper, but Union shall not be required to verify the accuracy of such equipment more frequently than once in any thirty (30) day period. In the event either party shall notify the other that it desires a special test of any measuring equipment, the parties shall co-operate to secure a prompt verification of the accuracy of such equipment. The expense of any such special test, if called for by Shipper, shall be borne by Shipper if the measuring equipment tested is found to be in error not more than two per cent (2%). If, upon test, any measuring equipment is found to be in error by not more than two per cent (2%), previous recordings of such equipment shall be considered accurate in computing redeliveries of gas, but such equipment shall be adjusted at once to record as near to absolute accuracy as possible. If the test conducted shows a percentage of inaccuracy greater than two percent (2%), the financial adjustment, if any, shall be calculated in accordance with the Electricity and Gas Inspection Act (1982) and regulations thereunder, as may be amended from time to time and in accordance with any successor statutes and regulations.

6. Preservation of Metering Records: Union and Shipper shall each preserve for a period of at least six (6) years all test data, and other relevant records.

VIII. BILLING

1. Monthly Billing Date: Union shall render bills on or before the 10th day of each month for all services furnished during the preceding month. Such charges may be based on estimated quantities, if actual quantities are unavailable in time to prepare the billing. Union shall provide, in a succeeding month's billing, an adjustment based on any difference between actual quantities and estimated quantities. If presentation of a bill to Shipper is delayed after the 10th day of the month, then the time of payment shall be extended accordingly, unless Shipper is responsible for such delay.

2. Right of Examination: Both Union and Shipper shall have the right to examine at any reasonable time the books, records and charts of the other to the extent necessary to verify the accuracy of any statement, chart or computation made under or pursuant to the provisions of the Contract.

IX. PAYMENTS

1. Monthly payments: Shipper shall pay the invoiced amount directly into Union's bank account as directed on the invoice on or before the twentieth (20th) day of each month. If the payment date is not a business day, then payment must be received in Union's account on the first business day preceding the twentieth (20th) day of the month.

2. Remedies for nonpayment: Should Shipper fail to pay all of the amount of any bill as herein provided when such amount is due, Shipper shall pay to Union interest on the unpaid portion of the bill accruing at a rate per annum equal to the minimum commercial lending rate of Union's principal banker in effect from time to time from the due date until the date of payment. If such failure to pay continues for thirty (30) days after payment is due, Union, in addition to any other remedy it may have under the Contract may suspend service(s) until such amount is paid, provided however, that if Shipper, in good faith shall dispute the amount of any such bill or part thereof and shall pay to Union such amounts as it concedes to be correct and at any time thereafter within twenty (20) days of a demand made by Union shall furnish good and sufficient surety bond satisfactory to Union, guaranteeing payment to Union of the amount ultimately found due upon such bill after a final determination which may be reached either by agreement, arbitration decision or judgement of the courts, as may be the case, then Union shall not be entitled to suspend service(s) because of such nonpayment unless and until default be made in the conditions of such bond or in payment for any further service(s) to Shipper hereunder.

   Notwithstanding the foregoing paragraph, this does not relieve Shipper from the obligation to continue its deliveries of gas under the terms of any agreement, where Shipper has contracted to deliver specified quantities of gas to Union.

3. Billing Adjustments: If it shall be found that at any time or times Shipper has been overcharged or undercharged in any form whatsoever under the provisions of the Contract and Shipper shall have actually paid the bills containing such overcharge or undercharge, Union shall refund the amount of any such overcharge and interest shall accrue from and including the first day of such overcharge as paid to the date of refund and shall be calculated but not compounded at a rate per annum determined each day during the calculation period to be equal to the minimum commercial lending rate of Union's principal banker, and the Shipper shall pay the amount of any such undercharge, but without interest. In the event Union renders a bill to Shipper based upon measurement estimates, the required adjustment to reflect actual measurement shall be made on the bill next following the determination of such actual measurement, without any charge of interest. In the event an error is discovered in the amount billed in any statement rendered by Union, such error shall be adjusted by Union. Such overcharge, undercharge or error shall be adjusted by Union on the bill next following its determination (where the term "bill" next following shall mean a bill rendered at least fourteen (14) days after the day of its determination), provided that claim therefore shall have been made within six (6) years from the date of the incorrect billing. In the event any refund is issued with Shipper's bill, the aforesaid date of refund shall be deemed to be the date of the issue of invoice.

X. ARBITRATION

If and when any dispute, difference or question shall arise between the parties heretotouching the Contract or anything herein contained, or the construction hereof, or the rights, duties or liabilities of the parties in relation to any matter hereunder, the matter in dispute shall be submitted and referred to arbitration within ten (10) days after written request of either party. Upon such request each party shall appoint an arbitrator, and the two so appointed shall appoint a third. A majority decision of the arbitrators shall be final and binding upon both parties. In all other respects the provisions of the Arbitration Act of the Province of Ontario, or any Act passed in amendment thereof or substitution therefor, shall apply to each such submission. Operations under this Contract shall continue, without prejudice, during any such arbitration and the costs attributable to such arbitration shall be shared equally by the parties hereto.

XI. FORCE MAJEURE

N/A

XII. DEFAULT AND TERMINATION

N/A

XIII. MODIFICATION

N/A

XIV. NONWAIVER AND FUTURE DEFAULT

N/A

XV. LAWS, REGULATIONS AND ORDERS

The Contract and the respective rights and obligations of the parties hereto are subject to all present and future valid laws, orders, rules and regulations of any competent legislative body, or duly constituted authority now or hereafter having jurisdiction and the Contract shall be varied and amended to comply with or conform to any valid order or direction of any board, tribunal or administrative agency which affects any of the provisions of the Contract.

SCHEDULE "A 2010"

GENERAL TERMS & CONDITIONS
M16 TRANSPORTATION AGREEMENT

I. DEFINITIONS

Except where the context expressly requires or states another meaning, the following terms, when used in these General Terms & Conditions and in any contract into which these General Terms & Conditions are incorporated, shall be construed to have the following meanings:

1. "Banking Day" shall mean a day on which the general offices of the Canadian Imperial Bank of Commerce, 99 King St. W., Chatham, Ontario are open for business.

2. "business day" shall mean a day on which the general offices of Union in Chatham, Ontario are open for business;

3. "Contract" shall refer to the Contract to which these General Terms & Conditions shall apply, and into which they are incorporated;

4. "contract year" shall mean a period of three hundred and sixty-five (365) consecutive days, beginning on the day agreed upon by Union and Shipper as set forth in the Contract, or on any anniversary of such date; provided, however, that any such period which contains a date of February 29 shall consist of three hundred and sixty-six (366) consecutive days;

5. "day" shall mean a period of twenty-four (24) consecutive hours beginning at 9:00 a.m. Central Standard time. The reference date for any day shall be the calendar date upon which the twenty-four (24) hour period shall commence;

6. "month" shall mean the period beginning at 9:00 a.m. Central Standard time on the first day of a calendar month and ending at 9:00 a.m. Central Standard time on the first day of the following calendar month;

7. "firm" shall mean service not subject to curtailment or interruption except under Article VI of the Contract and Article XII of Union's C1 Rate Schedule.

8. "interruptible service" shall mean service subject to curtailment or interruption, after notice, at any time;

9. "gas" shall mean gas as defined in the Ontario Energy Board Act, R.S.O. 1980, c. 332, as amended, supplemented or reenacted from time to time;

10. "cubic metre" shall mean the volume of gas which occupies one cubic metre when such gas is at a temperature of 15 degrees Celsius, and at a pressure of 101.325 kilopascals absolute;

11. "m^3" shall mean cubic metre of gas and "10^3m^3" shall mean 1,000 cubic metres of gas;

12. "pascal" (Pa) shall mean the pressure produced when a force of one (1) newton is applied to an area of one (1) square metre. The term "kilopascal" (kPa) shall mean 1,000 pascals;

13. "joule" (J) shall mean the work done when the point of application of a force of one (1) newton is displaced a distance of one (1) metre in the direction of the force. The term "megajoule" (MJ) shall mean 1,000,000 joules. The term "gigajoule" (GJ) shall mean 1,000,000,000 joules;

14. "gross heating value" shall mean the total heat expressed in megajoules per cubic metre (MJ/m^3) produced by the complete combustion at constant pressure of one (1) cubic metre of gas with air, with the gas free of water vapour and the temperature of the gas, air and products of combustion at standard temperature and all water formed by the combustion reaction condensed to the liquid state;

15. "Shipper" shall have the meaning as defined in the Contract, and shall also include Shipper's Agent(s);

16. "subsidiary" means a company in which more than fifty (50) per cent of the issued share capital (having full voting rights under all circumstances) is owned or controlled directly or indirectly by another company, by one or more subsidiaries of such other company, or by such other company and one or more of its subsidiaries;

17. "TCPL" means TransCanada PipeLines Limited;

18. "NOVA" means Gas Transmission Ltd.;

19. "Panhandle" means CMS Panhandle Eastern Pipeline Company;

20. "MichCon" means Michigan Consolidated Gas Company;

21. "SCPL" means St. Clair Pipelines (1996) Ltd.;

22. "OEB" means the Ontario Energy Board;

23. "NEB" means the National Energy Board (Canada);

24. "GLGT" means Great Lakes Gas Transmission Company;

25. "CMS" means CMS Gas Transmission and Storage Company; and,

26. "Consumers" means The Consumers' Gas Company, Limited.

II. QUALITY

1. Natural Gas: The minimum gross heating value of the gas delivered to/by Union hereunder, shall be thirty-six (36) megajoules per cubic metre. The maximum gross heating value of the gas delivered to/by Union hereunder shall be forty point two (40.2) megajoules per cubic metre. The gas to be delivered hereunder to Union may be a commingled supply from Shipper's natural gas sources of supply. The gas to be delivered by Union may be a commingled supply from Union's sources of gas supply; provided, however, that helium, natural gasoline, butane, propane and other hydrocarbons except methane may be removed prior to delivery to Shipper. Further, Union may subject, or permit the subjection of, the gas to compression, dehydration, cooling, cleaning and other processes.

2. Freedom from objectionable matter: The gas to be delivered to Union at the Delivery Locations hereunder,

   a. shall be merchantable and commercially free from sand, dust, gums, crude oils, lubricating oils, liquids, chemicals or compounds used in the production, treatment, compression or dehydration of the gas or any other objectionable substance in sufficient quantity so as to render the gas toxic, unmerchantable or cause injury to or interference with the proper operation of the lines, regulators, meters or other appliances through which it flows;

   b. shall not contain more than seven (7) milligrams of hydrogen sulphide per cubic metre of gas nor more than one hundred (100) milligrams of total sulphur (S) per cubic metre of gas as determined by standard methods of testing;

   c. shall not contain more than five (5) milligrams of mercaptan sulphur per cubic metre of gas;

   d. shall not contain more than two point zero (2.0) molar percent by volume of carbon dioxide in the gas;

   e. shall not contain more than zero point five (0.5) molar percent by volume of carbon monoxide in the gas;

f. shall not contain more than zero point four (0.4) molar percent by volume of oxygen in the gas.

g. shall not contain more than four point zero (4.0) by volume molar percent of hydrogen in the gas;

h. shall not contain more than sixty-five (65) milligrams of water per cubic metre of the gas;

i. shall not have a hydrocarbon dewpoint exceeding minus ten (-10) degrees Celsius at five thousand five hundred (5500) kPa pressure;

j. shall not contain less than one point zero (1.0) molar percent by volume of ethane in the gas.

k. shall at all time be interchangeable with other pipeline gas such that the yellow tipping, flashback and lifting factors shall be within the range permitted for gas according to AGA Research Bulletin No. 36;

l. shall not exceed forty-three degrees Celsius (43°C);

m. shall not be odourized by Shipper.

3. Shipper shall subject any gas delivered hereunder to compression, cooling, cleaning or other processes to such an extent as may be required to obtain the necessary quality and for transmission to the Delivery Locations, provided the quality of the gas continues to comply with the specifications set out in this Contract.

4. Shipper may extract hydrocarbon and non-hydrocarbon constituents, other than methane except as required in the processing or compression of the gas, prior to delivery at the Delivery Locations hereunder, and shall have the right to remove such methane as is removed by necessity from the gas in removing other constituents, provided that Shipper in such processing shall not reduce the Gross Heating Value below that which is stated in Section II, Clause 1 herein and provided that such extraction will not cause a breach of the quality specifications set forth in this Section II.

5. In the event that the quality of the gas does not conform or if Union, acting reasonably, suspects the quality of the gas may not conform to the specifications herein, then Shipper shall, if so directed by Union acting reasonably, forthwith carry out, at Shipper's cost, whatever field testing of the gas quality as may be required to ensure that the quality requirements set out herein are met, and to provide Union with a certified copy of such tests. If Shipper does not carry out such tests forthwith, Union may conduct such test and Shipper shall reimburse Union for all costs incurred by Union for such testing.

6. If the Shipper's gas fails at any time to conform to the requirements of this Section II, Union, in addition to its other remedies, may refuse to accept delivery of gas at the Delivery Locations hereunder until such deficiency has been remedied by Shipper. Each Party agrees to notify the other verbally, followed by written notification, of any such deficiency of quality.

7. Freedom from objectionable matter: The gas to be delivered to Union at Dawn (Facilities) or the gas to be delivered by Union to Shipper at Dawn (Facilities) hereunder,

a. shall be commercially free from sand, dust, gums, crude oils, lubricating oils, liquids, chemicals or compounds used in the production, treatment, compression or dehydration of the gas or any other objectionable substance in sufficient quantity so as to render the gas toxic, unmerchantable or cause injury to or interference with the proper operation of the lines, regulators, meters or other appliances through which it flows;

b. shall not contain more than seven (7) milligrams of hydrogen sulphide per cubic metre of gas nor more than four hundred and sixty (460) milligrams of total sulphur per cubic metre of gas as determined by standard methods of testing;

c. shall not contain more than five (5) milligrams of mercaptan sulphur per cubic metre of gas;

d. shall not contain more than two point zero (2.0) molar percent by volume of carbon dioxide in the gas;

e. shall not contain more than zero point five (0.5) molar percent by volume of carbon monoxide in the gas;

f. shall not contain more than zero point four (0.4) molar percent by volume of oxygen in the gas;

g. shall not contain more than four point zero (4.0) molar percent by volume of hydrogen in the gas;

h. shall not contain more than sixty-five (65) milligrams of water vapour per cubic metre of the gas;

i. shall not have a hydrocarbon dewpoint exceeding minus ten (-10) degrees Celsius at five thousand-five hundred (5500) kPa pressure;

j. shall not contain less than one point zero (1.0) molar percent by volume of ethane in the gas;

k. shall at all times be interchangeable with other pipeline gas such that the yellow tipping, flashback and lifting factors shall be within the range permitted for gas according to AGA Research Bulletin No. 36.

III. MEASUREMENTS

1. Storage, Transportation, and/or Sales Unit: ("The Unit") The Unit of the gas delivered to Union shall be a megajoule or a gigajoule. The unit of gas transported or stored by Union shall be a megajoule or a gigajoule. The unit of gas delivered by Union shall be a megajoule, a gigajoule, a cubic meter (m^3) or one thousand cubic metres (10^3m^3) at Union's discretion.

2. Determination of Volume and Energy:

   a. The volume and energy amounts determined under this contract shall be determined in accordance with the Electricity and Gas Inspection Act, assented to 31 March, 1982 and the Electricity and Gas Inspection Regulations, P.C. 1986-116, 16 January, 1986, and any documents issued under the authority of the Act and Regulations and any amendments thereto.

   b. The supercompressibility factor shall be determined in accordance with either the "Manual for Determination of Supercompressibility Factors for Natural Gas" (PAR Project NX-19) published in 1962 or with American Gas Association Transmission Measurement Committee Report No. 8, Nov. 1992, at Union's discretion.

   c. The volume and/or energy of the gas delivered to/by Union hereunder shall be determined by the measurement equipment designated in Article V - Measuring Equipment, of this schedule.

IV. POINT OF RECEIPT AND POINT OF DELIVERY

1. Unless otherwise specified in the Contract, the point or points of receipt for all gas to be covered thereunder shall be on the outlet side of the measuring stations located at or near the point or points of connection specified in the Contract, where Union takes possession of the gas. Whenever the phrase "receipt point" appears herein, it shall mean Point of Receipt as defined in this Article IV.

2. Unless otherwise specified in the Contract, the point or points of delivery for all gas to be covered hereunder shall be on the outlet side of the measuring stations located at or near the point or points of connection as specified in the Contract, where Shipper takes possession of the gas. Whenever the phrase "delivery point" shall appear hereon, it shall mean Point of Delivery as defined in this Article IV.

V. MEASURING EQUIPMENT

1. Metering by Union: Union will install and operate meters and related equipment as required and in accordance with the Act and Regulations in III 2.a.

2. Metering by Others: In the event that all or any gas delivered to/by Union hereunder is measured by a meter that is owned and operated by a pipeline company whose facilities interconnect with Union's, then Union and Shipper agree

to accept that metering for the purpose of determining the volume and energy of gas delivered to/by Union on behalf of the Shipper. The standard of measurement and tests for the gas delivered to/by Union hereunder shall be in accordance with the General Terms & Conditions as incorporated in that pipeline company's gas tariff as approved by their Regulatory Body.

3. Check Measuring Equipment: Shipper may install, maintain and operate, at the redelivery point, at its own expense, such check measuring equipment as desired, provided that such equipment shall be so installed as not to interfere with the operation of Union's measuring equipment at or near the delivery point, and shall be installed, maintained and operated in conformity with the same standards and specifications applicable to Union's metering facilities.

4. Rights of Parties: The measuring equipment installed by either party, together with any building erected by it for such equipment, shall be and remain its property. However, Union and Shipper shall have the right to have representatives present at the time of any installing, reading, cleaning, changing, repairing, inspecting, testing, calibrating, or adjusting done in connection with the other's measuring equipment used in measuring or checking the measurement of deliveries of gas to/by Union under this Contract. Either party will give the other party reasonable notice of its intention to carry out the acts herein specified. The records from such measuring equipment shall remain the property of their owner, but upon request each will submit to the other its records and charts, together with calculations therefrom, for inspection and verification, subject to return within ten days after receipt thereof.

5. Calibration and Test of Measuring Equipment: The accuracy of Union's measuring equipment shall be verified by Union at reasonable intervals, and if requested, in the presence of representatives of Shipper, but Union shall not be required to verify the accuracy of such equipment more frequently than once in any thirty (30) day period. In the event either party shall notify the other that it desires a special test of any measuring equipment, the parties shall co-operate to secure a prompt verification of the accuracy of such equipment. The expense of any such special test, if called for by Shipper, shall be borne by Shipper if the measuring equipment tested is found to be in error not more than two per cent (2%). If, upon test, any measuring equipment is found to be in error by not more than two per cent (2%), previous recordings of such equipment shall be considered accurate in computing redeliveries of gas, but such equipment shall be adjusted at once to record as near to absolute accuracy as possible. If the test conducted shows a percentage of inaccuracy greater than two percent (2%), the financial adjustment, if any, shall be calculated in accordance with the Electricity and Gas Inspection Act (1982) and regulations thereunder, as may be amended from time to time and in accordance with any successor statutes and regulations.

6. Preservation of Metering Records: Union and Shipper shall each preserve for a period of at least six (6) years all test data, and other relevant records.

VI. BILLING

1. Monthly Billing Date: Union shall render bills on or before the 10th day of each month for all services furnished during the preceding month. Such charges may be based on estimated quantities, if actual quantities are unavailable in time to prepare the billing. Union shall provide, in a succeeding month's billing, an adjustment based on any difference between actual quantities and estimated quantities. If presentation of a bill to Shipper is delayed after the 10th day of the month, then the time of payment shall be extended accordingly, unless Shipper is responsible for such delay.

2. Right of Examination: Both Union and Shipper shall have the right to examine at any reasonable time the books, records and charts of the other to the extent necessary to verify the accuracy of any statement, chart or computation made under or pursuant to the provisions of the Contract.

VII. PAYMENTS

1. Monthly payments: Shipper shall pay the invoiced amount directly into Union's bank account as directed on the invoice on or before the twentieth (20th) day of each month. If the payment date is not a business day, then payment must be received in Union's account on the first business day preceding the twentieth (20th) day of the month.

2. Remedies for nonpayment: Should Shipper fail to pay all of the amount of any bill as herein provided when such amount is due, Shipper shall pay to Union interest on the unpaid portion of the bill accruing at a rate per annum equal to the minimum commercial lending rate of Union's principal banker in effect from time to time from the due date until the date of payment. If such failure to pay continues for thirty (30) days after payment is due, Union, in addition to any other remedy it may have under the Contract may suspend service(s) until such amount is paid, provided however, that

if Shipper, in good faith shall dispute the amount of any such bill or part thereof and shall pay to Union such amounts as it concedes to be correct and at any time thereafter within twenty (20) days of a demand made by Union shall furnish good and sufficient surety bond satisfactory to Union, guaranteeing payment to Union of the amount ultimately found due upon such bill after a final determination which may be reached either by agreement, arbitration decision or judgement of the courts, as may be the case, then Union shall not be entitled to suspend service(s) because of such nonpayment unless and until default be made in the conditions of such bond or in payment for any further service(s) to Shipper hereunder.

Notwithstanding the foregoing paragraph, this does not relieve Shipper from the obligation to continue its deliveries of gas under the terms of any agreement, where Shipper has contracted to deliver specified quantities of gas to Union.

3. Billing Adjustments: If it shall be found that at any time or times Shipper has been overcharged or undercharged in any form whatsoever under the provisions of the Contract and Shipper shall have actually paid the bills containing such overcharge or undercharge, Union shall refund the amount of any such overcharge and interest shall accrue from and including the first day of such overcharge as paid to the date of refund and shall be calculated but not compounded at a rate per annum determined each day during the calculation period to be equal to the minimum commercial lending rate of Union's principal banker, and the Shipper shall pay the amount of any such undercharge, but without interest. In the event Union renders a bill to Shipper based upon measurement estimates, the required adjustment to reflect actual measurement shall be made on the bill next following the determination of such actual measurement, without any charge of interest. In the event an error is discovered in the amount billed in any statement rendered by Union, such error shall be adjusted by Union. Such overcharge, undercharge or error shall be adjusted by Union on the bill next following its determination (where the term "bill" next following shall mean a bill rendered at least fourteen (14) days after the day of its determination), provided that claim therefore shall have been made within six (6) years from the date of the incorrect billing. In the event any refund is issued with Shipper's bill, the aforesaid date of refund shall be deemed to be the date of the issue of invoice.

VIII. ARBITRATION

If and when any dispute, difference or question shall arise between the parties hereto touching the Contract or anything herein contained, or the construction hereof, or the rights, duties or liabilities of the parties in relation to any matter hereunder, the matter in dispute shall be submitted and referred to arbitration within ten (10) days after written request of either party. Upon such request each party shall appoint an arbitrator, and the two so appointed shall appoint a third. A majority decision of the arbitrators shall be final and binding upon both parties. In all other respects the provisions of the Arbitration Act of the Province of Ontario, or any Act passed in amendment thereof or substitution therefor, shall apply to each such submission. Operations under this Contract shall continue, without prejudice, during any such arbitration and the costs attributable to such arbitration shall be shared equally by the parties hereto.

IX. LAWS, REGULATIONS AND ORDERS

The Contract and the respective rights and obligations of the parties hereto are subject to all present and future valid laws, orders, rules and regulations of any competent legislative body, or duly constituted authority now or hereafter having jurisdiction and the Contract shall be varied and amended to comply with or conform to any valid order or direction of any board, tribunal or administrative agency which affects any of the provisions of the Contract.

uniongas

CROSS FRANCHISE TRANSPORTATION RATES

(A) Applicability

To a Shipper who enters into a Contract with Union for delivery by Shipper of gas to Union at one of Union's points listed below for redelivery by Union to Shipper at one of Union's points.

Applicable Points	(1)	(2)
	Ojibway	WDA
	St. Clair	NDA
	Dawn*	SSMDA
	Parkway	SWDA
	Kirkwall	CDA
	Bluewater	EDA

*includes Dawn (TCPL), Dawn Facilities, Dawn (Tecumseh), Dawn (Vector) and Dawn (TSLE)

(B) Services

Transportation Service under this rate schedule is transportation on Union's pipeline facilities between any two Points as specified in Section (A), column 1.

(C) Rates

The identified rates (excluding gas supply charges, if applicable) represent maximum prices for service. These rates may change periodically. Multi-year prices may also be negotiated, which may be higher than the identified rates.

Transportation Service:

	Monthly Demand Charge (applied to daily contract demand)	Commodity Charges: If Union supplies fuel Commodity Charge		Commodity Charges: If Shipper supplies fuel Fuel Ratio	
		Apr.1-Oct.31	Nov.1-Mar.31	Apr.1-Oct.31	Nov.1-Mar.31
	Rate/GJ	Rate/GJ	Rate/GJ	%	%
a) Firm Transportation					
Between:					
St.Clair & Dawn	$0.971	$0.023	$0.027	0.352%	0.431%
Ojibway & Dawn	$0.971	$0.030	$0.033	0.496%	0.566%
Bluewater & Dawn	$0.971	$0.023	$0.027	0.352%	0.431%
From:					
Parkway to Kirkwall	$0.545	$0.023	$0.021	0.353%	0.328%
Parkway to Dawn	$0.545	$0.023	$0.021	0.353%	0.328%
Kirkwall to Dawn	$1.176	$0.023	$0.021	0.353%	0.328%
Dawn to Kirkwall	$1.985	$0.032	$0.071	0.517%	1.136%
Dawn to Parkway	$2.332	$0.032	$0.071	0.517%	1.136%
b) Interruptible and Short Term (1 year or less) Firm Transportation:					
Maximum		$75.00	$75.00		
c) Firm Transportation between two points within Dawn					
Dawn to Dawn-Vector	$0.042	n/a	n/a	0.205%	n/a
Dawn to Dawn-TCPL	$0.220	n/a	n/a	0.328%	0.638%
d) Interruptible Transportation between two points within Dawn*					
*includes Dawn (TCPL), Dawn Facilities, Dawn (Tecumseh), Dawn (Vector) and Dawn (TSLE)				0.328%	0.328%

(C) Rates (Cont'd)

Authorized Overrun:

The following Overrun rates are applied to any quantities transported in excess of the Contract parameters. Overrun will be authorized at Union's sole discretion.

	Commodity Charges				
	If Union supplies fuel		If Shipper supplies fuel		
	Commodity Charge		Fuel Ratio		Commodity Charge
	Apr.1-Oct.31	Nov.1-Mar.31	Apr.1-Oct.31	Nov.1-Mar.31	
a) Firm Transportation	Rate/GJ	Rate/GJ	%	%	Rate/GJ
Between:					
St.Clair & Dawn	$0.054	$0.060	0.352%	0.431%	$0.032
Ojibway & Dawn	$0.063	$0.067	0.496%	0.566%	$0.032
Bluewater & Dawn	$0.054	$0.060	0.352%	0.431%	$0.032
From:					
Parkway to Kirkwall	$0.021	$0.019	0.947%	0.923%	$0.018
Parkway to Dawn	$0.021	$0.019	0.947%	0.923%	$0.018
Kirkwall to Dawn	$0.021	$0.019	0.947%	0.923%	$0.039
Dawn to Kirkwall	$0.078	$0.116	1.112%	1.731%	$0.065
Dawn to Parkway	$0.089	$0.126	1.112%	1.731%	$0.077
b) Firm Transportation within Dawn					
Dawn to Dawn-Vector	n/a	n/a	0.438%	n/a	$0.001
Dawn to Dawn-TCPL	n/a	n/a	0.328%	0.638%	$0.007

Authorized overrun for short-term firm transportation is available at negotiated rates.

Unauthorized Overrun:

The Unauthorized Overrun rate shall be the higher of the reported daily spot price of gas at either, Dawn, Parkway, Niagara, Iroquois or Chicago in the month of or the month following the month in which the overrun occurred plus 25% for all usage on any day in excess of 102% of Union's contractual obligation.

(D) Terms of Service

The General Terms & Conditions applicable to this rate schedule shall be in accordance with the attached Schedule "A" for contracts in effect before October 1, 2010. The General Terms & Conditions applicable to this rate schedule shall be in accordance with the attached Schedule "A 2010" for contracts in effect on or after October 1, 2010.

(E) Nominations

Nominations under this rate schedule shall be in accordance with the attached Schedule "B" for contracts in effect before October 1, 2010. Nominations under this rate schedule shall be in accordance with the attached Schedule "B 2010" for contracts in effect on or after October 1, 2010.

(F) Receipt and Delivery Points and Pressures

Receipt and Delivery Points and Pressures under this rate schedule shall be in accordance with Schedule "C 2010" for contracts in effect on or after October 1, 2010.

SCHEDULE "A"

RATE C1
GENERAL TERMS & CONDITIONS

I. DEFINITIONS

Except where the context expressly requires or states another meaning, the following terms, when used in these General Terms & Conditions and in any contract into which these General Terms & Conditions are incorporated, shall be construed to have the following meanings:

1. "Contract" shall refer to the contract to which these General Terms & Conditions shall apply, and into which they are incorporated;

2. "cubic metre" shall mean the volume of gas which occupies one cubic metre when such gas is at a temperature of 15 degrees Celsius, and at a pressure of 101.325 kilopascals absolute;

3. "day" shall mean a period of twenty-four (24) consecutive hours beginning at 9:00 a.m. Central Standard time. The reference date for any day shall be the calendar date upon which the twenty-four (24) hour period shall commence;

4. "delivery" shall mean any gas that is delivered by Union into Shipper's possession, or to the possession of Shipper's agent;

5. "firm" shall mean service not subject to curtailment or interruption except under Articles XI and XII of this Schedule "A";

6. "gas" shall mean gas as defined in the Ontario Energy Board Act, 1998, S.O. 1998, c.15, Sch. B, as amended, supplemented or re-enacted from time to time;

7. "gross heating value" shall mean the total heat expressed in megajoules per cubic metre (MJ/m^3) produced by the complete combustion at constant pressure of one (1) cubic metre of gas with air, with the gas free of water vapour and the temperature of the gas, air and products of combustion at standard temperature and all water formed by the combustion reaction condensed to the liquid state;

8. "interruptible service" shall mean service subject to curtailment or interruption, after notice, at any time;

9. "Interconnecting Pipeline" shall mean a pipeline that directly connects to the Union pipeline system;

10. "joule" (J) shall mean the work done when the point of application of a force of one (1) newton is displaced a distance of one (1) metre in the direction of the force. The term "megajoule" (MJ) shall mean 1,000,000 joules. The term "gigajoule" (GJ) shall mean 1,000,000,000 joules;

11. "limited interruptible service" shall mean gas service subject to interruption or curtailment on a limited number of days as specified in the Contract;

12. "m^3" shall mean cubic metre of gas and "10^3m^3" shall mean 1,000 cubic metres of gas;

13. "month" shall mean the period beginning at 9:00 a.m. Central Standard time on the first day of a calendar month and ending at 9:00 a.m. Central Standard time on the first day of the following calendar month;

14. "OEB" means the Ontario Energy Board;

15. "pascal" (Pa) shall mean the pressure produced when a force of one (1) newton is applied to an area of one (1) square metre. The term "kilopascal" (kPa) shall mean 1,000 pascals;

16. "receipt" shall mean any gas that is delivered into Union's possession, or the possession of Union's agent;

17. "Shipper", shall have the meaning as defined in the Contract and shall also include Shipper's agent(s);

18. "TCPL" means TransCanada PipeLines Limited;

II. GAS QUALITY

1. Natural Gas: The minimum gross heating value of the gas delivered to/by Union hereunder, shall be thirty-six (36) megajoules per cubic metre. The maximum gross heating value of the gas delivered to/by Union hereunder shall be forty point two (40.2) megajoules per cubic metre. The gas to be delivered hereunder to Union may be a commingled supply from Shipper's natural gas sources of supply. The gas to be delivered by Union may be a commingled supply from Union's sources of gas supply; provided, however, that helium, natural gasoline, butane, propane and other hydrocarbons except methane may be removed prior to delivery to Shipper. Further, Union may subject, or permit the subjection of, the gas to compression, dehydration, cooling, cleaning and other processes.

2. Freedom from objectionable matter: The gas to be delivered to/by Union hereunder,

   a. shall be commercially free from sand, dust, gums, crude oils, lubricating oils, liquids, chemicals or compounds used in the production, treatment, compression or dehydration of the gas or any other objectionable substance in sufficient quantity so as to render the gas toxic, unmerchantable or cause injury to or interference with the proper operation of the lines, regulators, meters or other appliances through which it flows,

   b. shall not contain more than seven (7) milligrams of hydrogen sulphide per cubic metre of gas nor more than four hundred and sixty (460) milligrams of total sulphur per cubic metre of gas as determined by standard methods of testing,

   c. shall not contain more than five (5) milligrams of mercaptan sulphur per cubic metre of gas,

   d. shall not contain more than two point zero (2.0) molar percent by volume of carbon dioxide in the gas,

   e. shall not contain more than zero point five (0.5) molar percent by volume of carbon monoxide in the gas,

   f. shall not contain more than zero point four (0.4) molar percent by volume of oxygen in the gas,

   g. shall not contain more than four point zero (4.0) molar percent by volume of hydrogen in the gas,

   h. shall not contain more than sixty-five (65) milligrams of water vapour per cubic metre of the gas,

   i. shall not have a hydrocarbon dewpoint exceeding minus ten (-10) degrees Celsius at five thousand-five hundred (5500) kPa pressure,

   j. shall not contain less than one point zero (1.0) molar percent by volume of ethane in the gas,

   k. shall at all times be interchangeable with other pipeline gas such that the yellow tipping, flashback and lifting factors shall be within the range permitted for gas according to AGA Research Bulletin No. 36.

3. In addition to any other right or remedy of a party, each party shall be entitled to refuse to accept delivery of any gas which does not conform to any of the specifications set out in Section 2.

III. MEASUREMENTS

1. Storage, Transportation, and/or Sales Unit: ("The Unit") The Unit of the gas delivered to Union shall be a megajoule or a gigajoule. The unit of gas transported or stored by Union shall be a megajoule or a gigajoule. The unit of gas delivered by Union shall be a megajoule, a gigajoule, a cubic metre (m^3) or one thousand cubic metres (10^3m^3) at Union's discretion.

2. Determination of Volume and Energy:

a. The volume and energy amounts determined under the Contract shall be determined in accordance with the Electricity and Gas Inspection Act (Canada), assented to 31 March, 1982 and the Electricity and Gas Inspection Regulations, P.C. 1986-116, 16 January, 1986, and any documents issued under the authority of the Act and Regulations and any amendments thereto.

b. The supercompressibility factor shall be determined in accordance with either the "Manual for Determination of Supercompressibility Factors for Natural Gas" (PAR Project NX-19) published in 1962 or with American Gas Association Transmission Measurement Committee Report No. 8, Nov. 1992, at Union's discretion, all as amended from time to time.

c. The volume and/or energy of the gas delivered to/by Union hereunder shall be determined by the measurement equipment designated in Article VII - Measuring Equipment, of this schedule.

IV. RECEIPT POINT AND DELIVERY POINT

1. Unless otherwise specified in the Contract, the point or points of receipt for all gas to be covered hereunder shall be on the outlet side of the measuring stations located at or near the point or points of connection specified in the Contract, where Union takes possession of the gas.

2. Unless otherwise specified in the Contract, the point or points of delivery for all gas to be covered hereunder shall be on the outlet side of the measuring stations located at or near the point or points of connection as specified in the Contract where Shipper takes possession of the gas.

V. POSSESSION OF AND RESPONSIBILITY FOR GAS

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VI. FACILITIES ON SHIPPER'S PROPERTY

Except under those conditions where Union is delivering to TCPL for TCPL or Shipper at Union's Parkway Point of Delivery, or to an Interconnecting Pipeline, or where otherwise specified in the Contract, the following will apply:

1. Construction and Maintenance: Union, at its own expense may construct, maintain and operate on Shipper's property at the delivery point a measuring station properly equipped with a meter or meters and any other necessary measuring equipment for properly measuring the gas redelivered under the Contract. Shipper will grant to Union a lease and/or rights-of-way over property of Shipper as required by Union to install such facilities and to connect same to Union's pipeline.

2. Entry: Union, its servants, agents and each of them may at any reasonable time on notice (except in cases of emergency) to Shipper or his duly authorized representative enter Shipper's property for the purpose of constructing, maintaining, removing, operating and/or repairing station equipment.

3. Property: The said station and equipment will be and remain the property of Union notwithstanding it is constructed on and attached to the realty of Shipper, and Union may at its own expense remove it upon termination of the Contract and will do so if so requested by Shipper.

VII. MEASURING EQUIPMENT

1. Metering by Union: Union will install and operate meters and related equipment as required and in accordance with the Act and Regulations referenced in Article III subparagraph 2.a.

2. Metering by Others: In the event that all or any gas delivered to/by Union hereunder is measured by a meter that is owned and operated by an Interconnecting Pipeline, then Union and Shipper agree to accept that metering for the

purpose of determining the volume and energy of gas delivered to/by Union on behalf of the Shipper. The standard of measurement and tests for the gas delivered to/by Union hereunder shall be in accordance with the general terms and conditions as incorporated in that Interconnecting Pipeline company's gas tariff as approved by their regulatory body.

3. Check Measuring Equipment: Shipper may install, maintain and operate, at the redelivery point, at its own expense, such check measuring equipment as desired, provided that such equipment shall be so installed as not to interfere with the operation of Union's measuring equipment at or near the delivery point, and shall be installed, maintained and operated in conformity with the same standards and specifications applicable to Union's metering facilities.

4. Rights of Parties: The measuring equipment installed by either party, together with any building erected by it for such equipment, shall be and remain its property. However, Union and Shipper shall have the right to have representatives present at the time of any installing, reading, cleaning, changing, repairing, inspecting, testing, calibrating, or adjusting done in connection with the other's measuring equipment used in measuring or checking the measurement of deliveries of gas to/by Union under the Contract. Either party will give the other party reasonable notice of its intention to carry out the acts herein specified. The records from such measuring equipment shall remain the property of their owner, but upon request each will submit to the other its records and charts, together with calculations therefrom, for inspection and verification, subject to return within ten days after receipt thereof.

5. Calibration and Test of Measuring Equipment: The accuracy of Union's measuring equipment shall be verified by Union at reasonable intervals, and if requested, in the presence of representatives of Shipper, but Union shall not be required to verify the accuracy of such equipment more frequently than once in any thirty (30) day period. In the event either party shall notify the other that it desires a special test of any measuring equipment, the parties shall co-operate to secure a prompt verification of the accuracy of such equipment. The expense of any such special test, if called for by Shipper, shall be borne by Shipper if the measuring equipment tested is found to be in error by not more than two per cent (2%). If, upon test, any measuring equipment is found to be in error by not more than two per cent (2%), previous recordings of such equipment shall be considered accurate in computing redeliveries of gas, but such equipment shall be adjusted at once to record as near to absolute accuracy as possible. If the test conducted shows a percentage of inaccuracy greater than two percent (2%), the financial adjustment, if any, shall be calculated in accordance with the Electricity and Gas Inspection Act (1982) and regulations thereunder, as may be amended from time to time and in accordance with any successor statutes and regulations.

6. Preservation of Metering Records: Union and Shipper shall each preserve for a period of at least six (6) years all test data, and other relevant records.

VIII. BILLING

1. Monthly Billing Date: Union shall render bills on or before the 10th day of each month for all services furnished during the preceding month. Such charges may be based on estimated quantities, if actual quantities are unavailable in time to prepare the billing. Union shall provide, in a succeeding month's billing, an adjustment based on any difference between actual quantities and estimated quantities, without any interest charge. If presentation of a bill to Shipper is delayed after the 10th day of the month, then the time of payment shall be extended accordingly, unless Shipper is responsible for such delay.

2. Right of Examination: Both Union and Shipper shall have the right to examine at any reasonable time the books, records and charts of the other to the extent necessary to verify the accuracy of any statement, chart or computation made under or pursuant to the provisions of the Contract.

IX. PAYMENTS

1. Monthly payments: Shipper shall pay the invoiced amount directly into Union's bank account as directed on the invoice on or before the twentieth (20th) day of each month. If the payment date is not a business day, then payment must be received in Union's account on the first business day preceding the twentieth (20th) day of the month.

2. Remedies for non-payment: Should Shipper fail to pay all of the amount of any bill as herein provided when such amount is due,

   a. Shipper shall pay to Union interest on the unpaid portion of the bill accruing at a rate per annum equal to the minimum commercial lending rate of Union's principal banker in effect from time to time from the due date until the date of payment.

   b. If such failure to pay continues for thirty (30) days after payment is due, Union, in addition to any other remedy it may have under the Contract, may suspend service(s) until such amount is paid. Notwithstanding such suspension, all demand charges shall continue to accrue hereunder as if such suspension were not in place.

   If Shipper in good faith disputes the amount of any such bill or part thereof Shipper shall pay to Union such amounts as it concedes to be correct. At any time thereafter, within twenty (20) days of a demand made by Union, Shipper shall furnish financial assurances satisfactory to Union, guaranteeing payment to Union of the amount ultimately found due upon such bill after a final determination. Such a final determination may be reached either by agreement, arbitration decision or judgement of the courts, as may be the case. Union shall not be entitled to suspend service(s) because of such non-payment unless and until default occurs in the conditions of such financial assurances or default occurs in payment of any other amount due to Union hereunder.

   Notwithstanding the foregoing paragraph(s), Shipper is not relieved from the obligation to continue its deliveries of gas to Union under the terms of any agreement, where Shipper has contracted to deliver specified quantities of gas to Union.

3. Billing Adjustments: If it shall be found that at any time or times Shipper has been overcharged or undercharged in any form whatsoever under the provisions of the Contract and Shipper shall have actually paid the bills containing such overcharge or undercharge, Union shall refund the amount of any such overcharge and interest shall accrue from and including the first day of such overcharge as paid to the date of refund and shall be calculated but not compounded at a rate per annum determined each day during the calculation period to be equal to the minimum commercial lending rate of Union's principal banker, and the Shipper shall pay the amount of any such undercharge, but without interest. In the event Union renders a bill to Shipper based upon measurement estimates, the required adjustment to reflect actual measurement shall be made on the bill next following the determination of such actual measurement, without any charge of interest. In the event an error is discovered in the amount billed in any statement rendered by Union, such error shall be adjusted by Union. Such overcharge, undercharge or error shall be adjusted by Union on the bill next following its determination (where the term "bill" next following shall mean a bill rendered at least fourteen (14) days after the day of its determination), provided that claim therefore shall have been made within six (6) years from the date of the incorrect billing. In the event any refund is issued with Shipper's gas bill, the aforesaid date of refund shall be deemed to be the date of the issue of bill.

X. ARBITRATION

If and when any dispute, difference or question shall arise between the parties hereto touching the Contract or anything herein contained, or the construction hereof, or the rights, duties or liabilities of the parties in relation to any matter hereunder, the matter in dispute shall be submitted and referred to arbitration within ten (10) days after written request of either party. Upon such request each party shall appoint an arbitrator, and the two so appointed shall appoint a third. A majority decision of the arbitrators shall be final and binding upon both parties. In all other respects the provisions of the Arbitration Act of the Province of Ontario, or any Act passed in amendment thereof or substitution therefore, shall apply to each such submission. Operations under the Contract shall continue, without prejudice, during any such arbitration and the costs attributable to such arbitration shall be shared equally by the parties hereto.

XI. FORCE MAJEURE

1. The term "force majeure" as used herein shall mean acts of God, strikes, lockouts or any other industrial disturbance, acts of the public enemy, sabotage, wars, blockades, insurrections, riots, epidemics, landslides, lightening, earthquakes, fires, storms, floods, washouts, arrests and restraints of governments and people, civil disturbances,

explosions, breakage or accident to machinery or lines of pipe, freezing of wells or lines of pipe, inability to obtain materials, supplies, permits or labour, any laws, orders, rules, regulations, acts or restraints of any governmental body or authority (civil or military), any act or omission that is excused by any event or occurrence of the character herein defined as constituting force majeure, any act or omission by parties not controlled by the party having the difficulty and any other similar cases not within the control of the party claiming suspension and which by the exercise of due diligence such party is unable to prevent or overcome.

2. In the event that either the Shipper or Union is rendered unable, in whole or in part, by force majeure, to perform or comply with any obligation or condition of the Contract, such party shall give notice and full particulars of such force majeure in writing delivered by hand, fax or other direct written electronic means to the other party as soon as possible after the occurrence of the cause relied on and subject to the provision of this Article.

3. Neither party shall be entitled to the benefit of the provisions of force majeure hereunder if any or all of the following circumstances prevail: the failure resulting in a condition of force majeure was caused by the negligence of the party claiming suspension; the failure was caused by the party claiming suspension where such party failed to remedy the condition by making all reasonable efforts (short of litigation, if such remedy would require litigation); the party claiming suspension failed to resume the performance of such condition obligations with reasonable dispatch; the failure was caused by lack of funds; the party claiming suspension did not as soon as possible after determining or within a period within which it should acting reasonably have determined that the occurrence was in the nature of force majeure and would affect its ability to observe or perform any of its conditions or obligations under the Contract give to the other party the notice required hereunder.

4. The party claiming suspension shall likewise give notice as soon as possible after the force majeure condition is remedied, to the extent that the same has been remedied, and that such party has resumed or is then in a position to resume the performance of the obligations and conditions of the Contract.

XII. DEFAULT AND TERMINATION

In case of the breach or non-observance or non-performance on the part of either party hereto of any covenant, proviso, condition, restriction or stipulation contained in the Contract (but not including herein failure to take or make delivery in whole or in part of the gas delivered to/by Union hereunder occasioned by any of the reasons provided for in Article XI hereof) which has not been waived by the other party, then and in every such case and as often as the same may happen, the Non-defaulting party may give written notice to the Defaulting party requiring it to remedy such default and in the event of the Defaulting party failing to remedy the same within a period of thirty (30) days from receipt of such notice, the Non-defaulting party may at its sole option declare the Contract to be terminated and thereupon the Contract shall be terminated and be null and void for all purposes other than and except as to any liability of the parties under the same incurred before and subsisting as of termination. The right hereby conferred upon each party shall be in addition to, and not in derogation of or in substitution for, any other right or remedy which the parties respectively at law or in equity shall or may possess.

XIII. MODIFICATION

Subject to Union's C1 Rate Schedule, Schedule A, Article XV and the ability of Union to amend the C1 Rate Schedule with the approval of the OEB, no amendment or modification of the Contract shall be effective unless the same shall be in writing and signed by each of the Shipper and Union.

XIV. NON-WAIVER AND FUTURE DEFAULT

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XV. LAWS, REGULATIONS AND ORDERS

The Contract and the respective rights and obligations of the parties hereto are subject to all present and future valid laws, orders, rules and regulations of any competent legislative body, or duly constituted authority now or hereafter having jurisdiction

and the Contract shall be varied and amended to comply with or conform to any valid order or direction of any board, tribunal or administrative agency which affects any of the provisions of the Contract.

RATE C1
GENERAL TERMS & CONDITIONS

I. DEFINITIONS

Except where the context expressly requires or states another meaning, the following terms, when used in these General Terms & Conditions and in any contract into which these General Terms & Conditions are incorporated, shall be construed to have the following meanings:

"**Authorized Overrun**" shall mean the amount by which Shipper's Authorized Quantity exceeds the Contract Demand;

"**Available Capacity**" shall mean at any time, Union's remaining available capacity to provide Transportation Services;

"Eastern Clock Time" shall mean the local clock time in the Eastern Time Zone on any Day;

"**Contract**" shall refer to the contract to which these General Terms & Conditions shall apply, and into which they are incorporated;

"**Contract Year**" shall mean a period of three hundred and sixty-five (365) consecutive days provided however, that any such period which contains a date of February 29 shall consist of three hundred and sixty-six (366) consecutive days commencing on November 1 of each year; except for the first Contract Year which shall commence on the Commencement Date and end on the first October 31 that follows such date;

"**cubic metre**" shall mean the volume of gas which occupies one cubic metre when such gas is at a temperature of 15 degrees Celsius, and at a pressure of 101.325 kilopascals absolute;

"**day**" or "**Day**" shall mean a period of twenty-four (24) consecutive hours beginning at 10:00 a.m. Eastern Clock Time. The reference date for any day shall be the calendar date upon which the twenty-four (24) hour period shall commence;

"**delivery**" shall mean any gas that is delivered by Union into Shipper's possession, or to the possession of Shipper's agent;

"**Expansion Facilities**" shall mean any new facilities to be constructed by Union in order to provide Transportation Services;

"**firm**" or "**Firm**" shall mean service not subject to curtailment or interruption except under Articles XI, XII and XVIII herein;

"**gas**" or "**Gas**" shall mean gas as defined in the Ontario Energy Board Act, 1998, S.O. 1998, c.15, Sch. B, as amended, supplemented or re-enacted from time to time;

"**gross heating value**" shall mean the total heat expressed in megajoules per cubic metre (MJ/m^3) produced by the complete combustion at constant pressure of one (1) cubic metre of gas with air, with the gas free of water vapour and the temperature of the gas, air and products of combustion at standard temperature and all water formed by the combustion reaction condensed to the liquid state;

"**Interruptible HUB Service Contract**" shall mean a contract between Shipper and Union under which Union provides interruptible HUB service;

"**interruptible service**" or "**Interruptible**" shall mean service subject to curtailment or interruption, after notice, at any time;

"**Interconnecting Pipeline**" shall mean a pipeline that directly connects to the Union pipeline system;

"**joule**" (J) shall mean the work done when the point of application of a force of one (1) newton is displaced a distance of one (1) metre in the direction of the force. The term "**megajoule**" (MJ) shall mean 1,000,000 joules. The term "**gigajoule**" (GJ) shall mean 1,000,000,000 joules;

"**Limited Firm**" shall mean gas service subject to interruption or curtailment on a limited number of days as specified in the Contract.

"Loaned Quantities" shall mean those quantities of gas loaned to Shipper under the Facilitating Agreement;

"**m^3**" shall mean cubic metre of gas and "10^3m^3" shall mean 1,000 cubic metres of gas;

"**month**" or "**Month**" shall mean the period beginning at 10:00 a.m. Eastern Clock Time on the first day of a calendar month and ending at 10:00 a.m. Eastern Clock Time on the first day of the following calendar month;

"**NAESB**" shall mean North American Energy Standards Board.

"**OEB**" means the Ontario Energy Board;

"**Open Season**" or "**open season**" shall mean an open access auction or bidding process held by Union as a method of allocating capacity;

"**pascal**" (Pa) shall mean the pressure produced when a force of one (1) newton is applied to an area of one (1) square metre. The term "kilopascal" (kPa) shall mean 1,000 pascals;

"**receipt**" shall mean any gas that is delivered into Union's possession, or the possession of Union's agent;

"**Shipper**", shall have the meaning as defined in the Contract and shall also include Shipper's agent(s);

"**TCPL**" means TransCanada PipeLines Limited.

II. GAS QUALITY

1. Natural Gas: The minimum gross heating value of the gas delivered to/by Union hereunder, shall be thirty-six (36) megajoules per cubic metre. The maximum gross heating value of the gas delivered to/by Union hereunder shall be forty point two (40.2) megajoules per cubic metre. The gas to be delivered hereunder to Union may be a commingled supply from Shipper's natural gas sources of supply. The gas to be delivered by Union may be a commingled supply from Union's sources of gas supply; provided, however, that helium, natural gasoline, butane, propane and other hydrocarbons except methane may be removed prior to delivery to Shipper. Further, Union may subject, or permit the subjection of, the gas to compression, dehydration, cooling, cleaning and other processes.

2. Freedom from objectionable matter: The gas to be delivered to/by Union hereunder,

   a. shall be commercially free from sand, dust, gums, crude oils, lubricating oils, liquids, chemicals or compounds used in the production, treatment, compression or dehydration of the gas or any other objectionable substance in sufficient quantity so as to render the gas toxic, unmerchantable or cause injury to or interference with the proper operation of the lines, regulators, meters or other appliances through which it flows,

   b. shall not contain more than seven (7) milligrams of hydrogen sulphide per cubic metre of gas nor more than four hundred and sixty (460) milligrams of total sulphur per cubic metre of gas as determined by standard methods of testing,

   c. shall not contain more than five (5) milligrams of mercaptan sulphur per cubic metre of gas,

   d. shall not contain more than two point zero (2.0) molar percent by volume of carbon dioxide in the gas,

   e. shall not contain more than zero point five (0.5) molar percent by volume of carbon monoxide in the gas,

   f. shall not contain more than zero point four (0.4) molar percent by volume of oxygen in the gas,

   g. shall not contain more than four point zero (4.0) molar percent by volume of hydrogen in the gas,

h. shall not contain more than sixty-five (65) milligrams of water vapour per cubic metre of the gas,

i. shall not have a hydrocarbon dewpoint exceeding minus ten (-10) degrees Celsius at five thousand-five hundred (5500) kPa pressure,

j. shall not contain less than one point zero (1.0) molar percent by volume of ethane in the gas,

k. shall at all times be interchangeable with other pipeline gas such that the yellow tipping, flashback and lifting factors shall be within the range permitted for gas according to AGA Research Bulletin No. 36.

3. Non-conforming Gas: In addition to any other right or remedy of a party, each party shall be entitled to refuse to accept delivery of any gas which does not conform to any of the specifications set out in Section 2.

4. Quality of Gas Received: The quality of the gas and the measurement of the gas to be received by Union hereunder is to be of a merchantable quality and in accordance with the quality standards and measurement standards as set out by Union in this Article II, but, Union will also accept gas of a quality as set out in any other Interconnecting Pipeline's general terms and conditions, provided that all Interconnecting Pipelines accept such quality of gas. In addition to any other right or remedy of a party, each party shall be entitled to refuse to accept delivery of any gas which does not conform to any of the specifications set out in Union's C1 Rate Schedule.

III. MEASUREMENTS

1. Storage, Transportation, and/or Sales Unit: The unit of the gas delivered to Union shall be a megajoule or a gigajoule. The unit of gas transported or stored by Union shall be a megajoule or a gigajoule. The unit of gas delivered by Union shall be a megajoule, a gigajoule, a cubic metre (m^3) or one thousand cubic metres (10^3m^3) at Union's discretion.

2. Determination of Volume and Energy:

   a. The volume and energy amounts determined under the Contract shall be determined in accordance with the Electricity and Gas Inspection Act (Canada), assented to 31 March, 1982 (the "**Act**") and the Electricity and Gas Inspection Regulations, P.C. 1986-116, 16 January, 1986 (the "**Regulations**"), and any documents issued under the authority of the Act and Regulations and any amendments thereto.

   b. The supercompressibility factor shall be determined in accordance with either the "Manual for Determination of Supercompressibility Factors for Natural Gas" (PAR Project NX-19) published in 1962 or with American Gas Association Transmission Measurement Committee Report No. 8, Nov. 1992, at Union's discretion, all as amended from time to time.

   c. The volume and/or energy of the gas delivered to/by Union hereunder shall be determined by the measurement equipment designated in Article VII herein.

   d. Upon request by Union, Shipper shall obtain measurement of the total quantity of gas received by Union hereunder from the Interconnecting Pipeline. Such measurement shall be done in accordance with established practices between Union and the Interconnecting Pipeline.

IV. RECEIPT POINT AND DELIVERY POINT

1. Unless otherwise specified in the Contract, the point or points of receipt and point or points of delivery for all gas to be covered hereunder shall be on the outlet side of the measuring stations located at or near the point or points of connection specified in the Contract, where possession of the gas changes from one party to the other, and as per Schedule "C 2010".

V. POSSESSION OF AND RESPONSIBILITY FOR GAS

1. Union accepts no responsibility for any gas prior to such gas being delivered to Union at the Receipt Point or after its delivery by Union at the Delivery Point. As between the parties hereto, Union shall be deemed to be in control and possession of and responsible for all such gas from the time that such gas enters Union's system until such gas is delivered to Shipper.

2. Shipper agrees that Union is not a common carrier and is not an insurer of Shipper's gas, and that Union shall not be liable to Shipper or any third party for loss of gas in Union's possession, except to the extent such loss is caused entirely by Union's negligence or wilful misconduct.

VI. FACILITIES ON SHIPPER'S PROPERTY

Except under those conditions where Union is delivering to TCPL for TCPL or Shipper at Parkway (TCPL), or to an Interconnecting Pipeline, or where otherwise specified in the Contract, the following will apply:

1. Construction and Maintenance: Union, at its own expense may construct, maintain and operate on Shipper's property at the delivery point a measuring station properly equipped with a meter or meters and any other necessary measuring equipment for properly measuring the gas redelivered under the Contract. Shipper will grant to Union a lease and/or rights-of-way over property of Shipper as required by Union to install such facilities and to connect same to Union's pipeline.

2. Entry: Union, its servants, agents and each of them may at any reasonable time on notice (except in cases of emergency) to Shipper or his duly authorized representative enter Shipper's property for the purpose of constructing, maintaining, removing, operating and/or repairing station equipment.

3. Property: The said station and equipment will be and remain the property of Union notwithstanding it is constructed on and attached to the realty of Shipper, and Union may at its own expense remove it upon termination of the Contract and will do so if so requested by Shipper.

VII. MEASURING EQUIPMENT

1. Metering by Union: Union will install and operate meters and related equipment as required and in accordance with the Act and Regulations referenced in Article III herein.

2. Metering by Others: In the event that all or any gas delivered to/by Union hereunder is measured by a meter that is owned and operated by an Interconnecting Pipeline, then Union and Shipper agree to accept that metering for the purpose of determining the volume and energy of gas delivered to/by Union on behalf of the Shipper. The standard of measurement and tests for the gas delivered to/by Union hereunder shall be in accordance with the general terms and conditions as incorporated in that Interconnecting Pipeline company's gas tariff as approved by their regulatory body.

3. Check Measuring Equipment: Shipper may install, maintain and operate, at the redelivery point, at its own expense, such check measuring equipment as desired, provided that such equipment shall be so installed as not to interfere with the operation of Union's measuring equipment at or near the delivery point, and shall be installed, maintained and operated in conformity with the same standards and specifications applicable to Union's metering facilities.

4. Rights of Parties: The measuring equipment installed by either party, together with any building erected by it for such equipment, shall be and remain its property. However, Union and Shipper shall have the right to have representatives present at the time of any installing, reading, cleaning, changing, repairing, inspecting, testing, calibrating, or adjusting done in connection with the other's measuring equipment used in measuring or checking the measurement of deliveries of gas to/by Union under the Contract. Either party will give the other party reasonable notice of its intention to carry out the acts herein specified. The records from such measuring equipment shall remain the property of their owner, but upon request each will submit to the other its records and charts, together with calculations therefrom, for inspection and verification, subject to return within ten days after receipt thereof.

5. Calibration and Test of Measuring Equipment: The accuracy of Union's measuring equipment shall be verified by Union at reasonable intervals, and if requested, in the presence of representatives of Shipper, but Union shall not be required to verify the accuracy of such equipment more frequently than once in any thirty (30) day period. In the event either party shall notify the other that it desires a special test of any measuring equipment, the parties shall co-operate to secure a prompt verification of the accuracy of such equipment. The expense of any such special test, if called for by Shipper, shall be borne by Shipper if the measuring equipment tested is found to be in error by not more than two per cent (2%). If, upon test, any measuring equipment is found to be in error by not more than two per cent (2%), previous recordings of such equipment shall be considered accurate in computing redeliveries of gas, but such equipment shall be adjusted at once to record as near to absolute accuracy as possible. If the test conducted shows a percentage of inaccuracy greater than two percent (2%), the financial adjustment, if any, shall be calculated in accordance with the Act and Regulations, as may be amended from time to time and in accordance with any successor statutes and regulations.

6. Preservation of Metering Records: Union and Shipper shall each preserve for a period of at least six (6) years all test data, and other relevant records.

7. Error in Metering or Meter Failure: In the event of an error in metering or a meter failure, (such error or failure being determined through check measurement by Union or any other available method), then Shipper shall enforce its rights as Shipper with the Interconnecting Pipeline(s) to remedy such error or failure including enforcing any inspection and/or verification rights and procedures.

VIII. BILLING

1. Monthly Billing Date: Union shall render bills on or before the 10th day of each month for all services furnished during the preceding month. Such charges may be based on estimated quantities, if actual quantities are unavailable in time to prepare the billing. Union shall provide, in a succeeding month's billing, an adjustment based on any difference between actual quantities and estimated quantities, without any interest charge. If presentation of a bill to Shipper is delayed after the 10th day of the month, then the time of payment shall be extended accordingly, unless Shipper is responsible for such delay.

2. Right of Examination: Both Union and Shipper shall have the right to examine at any reasonable time the books, records and charts of the other to the extent necessary to verify the accuracy of any statement, chart or computation made under or pursuant to the provisions of the Contract.

3. Amendment of Statements: For the purpose of completing a final determination of the actual quantities of gas handled in any of the Transportation Services to Shipper, the parties shall have the right to amend their statement for a period equal to the time during which the Interconnecting Pipeline retains the right to amend their statements, which period shall not exceed three (3) years from the date of termination of the Contract.

IX. PAYMENTS

1. Monthly payments: Shipper shall pay the invoiced amount directly into Union's bank account as directed on the invoice on or before the twentieth (20th) day of each month. If the payment date is not a business day, then payment must be received in Union's account on the first business day preceding the twentieth (20th) day of the month.

2. Remedies for non-payment: Should Shipper fail to pay all of the amount of any bill as herein provided when such amount is due,

   a. Shipper shall pay to Union interest on the unpaid portion of the bill accruing at a rate per annum equal to the minimum commercial lending rate of Union's principal banker in effect from time to time from the due date until the date of payment.

   b. If such failure to pay continues for thirty (30) days after payment is due, Union, in addition to any other remedy it may have under the Contract, may suspend service(s) until such amount is paid. Notwithstanding such suspension, all demand charges shall continue to accrue hereunder as if such suspension were not in place.

If Shipper in good faith disputes the amount of any such bill or part thereof Shipper shall pay to Union such amounts as it concedes to be correct. At any time thereafter, within twenty (20) days of a demand made by Union, Shipper shall furnish financial assurances satisfactory to Union, guaranteeing payment to Union of the amount ultimately found due upon such bill after a final determination. Such a final determination may be reached either by agreement, arbitration decision or judgement of the courts, as may be the case. Union shall not be entitled to suspend service(s) because of such non-payment unless and until default occurs in the conditions of such financial assurances or default occurs in payment of any other amount due to Union hereunder.

Notwithstanding the foregoing paragraph(s), Shipper is not relieved from the obligation to continue its deliveries of gas to Union under the terms of any agreement, where Shipper has contracted to deliver specified quantities of gas to Union.

3. Billing Adjustments: If it shall be found that at any time or times Shipper has been overcharged or undercharged in any form whatsoever under the provisions of the Contract and Shipper shall have actually paid the bills containing such overcharge or undercharge, Union shall refund the amount of any such overcharge and interest shall accrue from and including the first day of such overcharge as paid to the date of refund and shall be calculated but not compounded at a rate per annum determined each day during the calculation period to be equal to the minimum commercial lending rate of Union's principal banker, and the Shipper shall pay the amount of any such undercharge, but without interest. In the event Union renders a bill to Shipper based upon measurement estimates, the required adjustment to reflect actual measurement shall be made on the bill next following the determination of such actual measurement, without any charge of interest. In the event an error is discovered in the amount billed in any statement rendered by Union, such error shall be adjusted by Union. Such overcharge, undercharge or error shall be adjusted by Union on the bill next following its determination (where the term "bill" next following shall mean a bill rendered at least fourteen (14) days after the day of its determination), provided that claim therefore shall have been made within six (6) years from the date of the incorrect billing. In the event any refund is issued with Shipper's gas bill, the aforesaid date of refund shall be deemed to be the date of the issue of bill.

4 Taxes and Levies:

In addition to the charges and rates as per the C1 Rate Schedule, Shipper is responsible for any applicable Goods and Services Tax, Harmonized Sales Tax, or other taxes, royalties, charges, duties or levies, (including but not limited to charges under any form of cap and trade, carbon tax, or similar system) imposed currently or subsequent to the execution of the Contract by any legal authority having jurisdiction.

5. Set Off:

If either party shall, at any time, be in arrears under any of its payment obligations to the other party, then the party not in arrears shall be entitled to reduce the amount payable by it to the other party in arrears under the Contract, or any other contract, by an amount equal to the amount of such arrears or other indebtedness to the other party. In addition to the foregoing remedy, Union may, upon forty-eight (48) hours verbal notice, to be followed by written notice, take possession of any or all of Shipper's gas under the Contract or any enhancement to the Contract, which shall be deemed to have been assigned to Union, to reduce such arrears or other indebtedness to Union.

X. ARBITRATION

If and when any dispute, difference or question shall arise between the parties hereto touching the Contract or anything herein contained, or the construction hereof, or the rights, duties or liabilities of the parties in relation to any matter hereunder, the matter in dispute shall be submitted and referred to arbitration within ten (10) days after written request of either party. Upon such request each party shall appoint an arbitrator, and the two so appointed shall appoint a third. A majority decision of the arbitrators shall be final and binding upon both parties. In all other respects the provisions of the Arbitration Act, 1991, or any Act passed in amendment thereof or substitution therefore, shall apply to each such submission. Operations under the Contract shall continue, without prejudice, during any such arbitration and the costs attributable to such arbitration shall be shared equally by the parties hereto.

XI. FORCE MAJEURE

1. The term "force majeure" as used herein shall mean acts of God, strikes, lockouts or any other industrial disturbance, acts of the public enemy, sabotage, wars, blockades, insurrections, riots, epidemics, landslides, lightening, earthquakes, fires,

storms, floods, washouts, arrests and restraints of governments and people, civil disturbances, explosions, breakage or accident to machinery or lines of pipe, freezing of wells or lines of pipe, inability to obtain materials, supplies, permits or labour, any laws, orders, rules, regulations, acts or restraints of any governmental body or authority (civil or military), any act or omission that is excused by any event or occurrence of the character herein defined as constituting force majeure, any act or omission by parties not controlled by the party having the difficulty and any other similar cases not within the control of the party claiming suspension and which by the exercise of due diligence such party is unable to prevent or overcome.

2. In the event that either the Shipper or Union is rendered unable, in whole or in part, by force majeure, to perform or comply with any obligation or condition of the Contract, such party shall give notice and full particulars of such force majeure in writing delivered by hand, fax or other direct written electronic means to the other party as soon as possible after the occurrence of the cause relied on and subject to the provision of this Article.

3. Neither party shall be entitled to the benefit of the provisions of force majeure hereunder if any or all of the following circumstances prevail: the failure resulting in a condition of force majeure was caused by the negligence of the party claiming suspension; the failure was caused by the party claiming suspension where such party failed to remedy the condition by making all reasonable efforts (short of litigation, if such remedy would require litigation); the party claiming suspension failed to resume the performance of such condition obligations with reasonable dispatch; the failure was caused by lack of funds; the party claiming suspension did not as soon as possible after determining or within a period within which it should acting reasonably have determined that the occurrence was in the nature of force majeure and would affect its ability to observe or perform any of its conditions or obligations under the Contract give to the other party the notice required hereunder.

4. The party claiming suspension shall likewise give notice as soon as possible after the force majeure condition is remedied, to the extent that the same has been remedied, and that such party has resumed or is then in a position to resume the performance of the obligations and conditions of the Contract.

5. An event of force majeure on Union's system will excuse the failure to deliver gas by Union or the failure to accept gas by Union hereunder, and both parties shall be excused from performance of their obligations hereunder, except for payment obligations, to the extent of and for the duration of the force majeure.

6. Upstream or Downstream Force Majeure: An event of force majeure upstream or downstream of Union's system shall not relieve Shipper of any payment obligations.

7. Delay of Firm Transportation Services: Despite Article XI herein, if Union is prevented, by reason of an event of force majeure on Union's system from delivering gas on the day or days upon which Union has accepted gas from Shipper, Union shall thereafter make all reasonable efforts to deliver such quantities as soon as practicable and on such day or days as are agreed to by Shipper and Union. If Union accepts such gas on this basis, Shipper shall not receive any demand charge relief as contemplated under Article XI herein.

8. Demand Charge Relief for Firm Transportation Services: Despite Article XI herein, if on any day Union fails to accept gas from Shipper by reason of an event of force majeure on Union's system and fails to deliver the quantity of gas nominated hereunder by Shipper up to the firm Contract Demand for that Contract, then for that day the monthly demand charge shall be reduced by an amount equal to the applicable Daily Demand Rate, as defined in this paragraph, multiplied by the difference between the quantity of gas actually delivered by Union during such day and the quantity of gas which Shipper in good faith nominated on such day. The term "**Daily Demand Rate**" shall mean the monthly demand charge or equivalent pursuant to the C1 Rate Schedule divided by the number of days in the month for which such rate is being calculated.

9. If due to the occurrence of an event of force majeure as outlined above, the capacity for gas deliveries by Union is impaired, making it necessary for Union to curtail Shipper's gas receipts to Union hereunder, then Union agrees that the firm Contract Demand for Transportation Services under the Contract shall be combined with the firm contract demand set out in other Union contracts then in effect with Union's customers utilizing such facilities as well as quantities set out in Union's peak day requirements for such facilities, and Shipper's service entitlement during such period of impairment, shall be pro-rated. This pro rationing shall be determined by multiplying the daily capability of such facilities, as available downstream of the impairment, by a fraction, the numerator of which is Shipper's firm Contract Demand and the denominator of which is the total of all such firm contract demands, including the firm Contract Demand hereunder and Union's said peak day requirements downstream of the impairment. For the purposes of this Article XI, firm contract

demand shall mean all firm services provided by Union ,including firm service under Rate Schedules M2, M4, M5A, M6A, M7, M9, M10, M12, C1, T1, T3, U2, U5, and U7, plus any new firm service that may be created in the future.

XII. DEFAULT AND TERMINATION

In case of the breach or non-observance or non-performance on the part of either party hereto of any covenant, proviso, condition, restriction or stipulation contained in the Contract (but not including herein failure to take or make delivery in whole or in part of the gas delivered to/by Union hereunder occasioned by any of the reasons provided for in Article XI herein) which has not been waived by the other party, then and in every such case and as often as the same may happen, the non-defaulting party may give written notice to the defaulting party requiring it to remedy such default and in the event of the defaulting party failing to remedy the same within a period of thirty (30) days from receipt of such notice, the non-defaulting party may at its sole option declare the Contract to be terminated and thereupon the Contract shall be terminated and be null and void for all purposes other than and except as to any liability of the parties under the same incurred before and subsisting as of termination. The right hereby conferred upon each party shall be in addition to, and not in derogation of or in substitution for, any other right or remedy which the parties respectively at law or in equity shall or may possess.

XIII. AMENDMENT

Subject to Article XV herein and the ability of Union to amend the C1 Rate Schedule with the approval of the OEB, no amendment or modification of the Contract shall be effective unless the same shall be in writing and signed by each of the Shipper and Union.

XIV. NON-WAIVER AND FUTURE DEFAULT

No waiver of any provision of the Contract shall be effective unless the same shall be in writing and signed by the party entitled to the benefit of such provision and then such waiver shall be effective only in the specific instance and for the specified purpose for which it was given. No failure on the part of Shipper or Union to exercise, and no course of dealing with respect to, and no delay in exercising, any right, power or remedy under the Contract shall operate as a waiver thereof.

XV. LAWS, REGULATIONS AND ORDERS

The Contract and the respective rights and obligations of the parties hereto are subject to all present and future valid laws, orders, rules and regulations of any competent legislative body, or duly constituted authority now or hereafter having jurisdiction and the Contract shall be varied and amended to comply with or conform to any valid order or direction of any board, tribunal or administrative agency which affects any of the provisions of the Contract.

XVI ALLOCATION OF CAPACITY

1. A potential shipper may request transportation service on Union's system at any time. Any request for C1 transportation service must include: potential shipper's legal name, Receipt Point(s), Delivery Point(s), Commencement Date, Initial Term, Contract Demand, proposed payment, and and type of transportation service requested.

2. If requests for firm transportation services cannot be met through existing capacity such that the only way to satisfy the requests for transportation service would require the construction of Expansion Facilities which create new capacity, Union shall allocate any such new capacity by open season, subject to the terms of the open season, and these General Terms and Conditions.

3. If requests for long-term transportation service can be met through existing facilities upon which long-term capacity is becoming available, Union shall allocate such long-term capacity by open season, subject to the terms of the open season, and these General Terms and Conditions. "**Long-term**", for the purposes of this Article XVI, means, in the case of a transportation service, a service that has a term of one year or greater.

4. Capacity requests received during an open season shall be awarded starting with those bids with the highest economic value. If the economic values of two or more independent bids are equal, then service shall be allocated on a pro-rata basis. The economic value shall be based on the net present value which shall be calculated based on the proposed per-unit rate and the proposed term of the contract and without regard to the proposed Contract Demand ("**NPV**").

5. Union may at any time allocate capacity to respond to any C1 transportation service request through an open season. If a potential shipper requests C1 transportation service that can be provided through Available Capacity that was previously offered by Union in an open season but was not awarded, then:

(a) Any such request must conform to the requirements of Section 1 of this Article XVI;

(b) Union shall allocate capacity to serve such request pursuant to this Section 5, and subject to these General Terms and Conditions and Union's standard form C1 transportation contract;

(c) Union may reject a request for C1 transportation service for any of the following reasons:

i) if there is insufficient Available Capacity to fully meet the request, but if that is the only reason for rejecting the request for service, Union must offer to supply the Available Capacity to the potential shipper;

ii) if the proposed monthly payment is less than Union's monthly demand charge plus fuel requirements for the applicable service;

iii) if prior to Union accepting the request for transportation service Union receives a request for transportation service from one or more other potential shippers and there is, as a result, insufficient Available Capacity to service all the requests for service, in which case Union shall follow the procedure in Section 5(d) hereof; -

iv) if Union does not provide the type of transportation service requested; or

v) if all of the conditions precedent specified in Article XXI Sections 1 and 2 herein have not been satisfied or waived.

(d) Union will advise the potential shipper in writing whether Union accepts or rejects the request for service, subject to Article XVI 5(c) within 5 calendar days of receiving a request for C1 transportation service. If Union rejects a request for service, Union shall inform the potential shipper of the reasons why its request is being rejected; and

(e) If Union has insufficient Available Capacity to service all pending requests for transportation service Union may:

i) Reject all the pending requests for transportation service and conduct an open season; or

ii) Union shall inform all the potential shippers who have submitted a pending request for transportation service that it does not have sufficient capacity to service all pending requests for service, and Union shall provide all such potential shippers with an equal opportunity to submit a revised request for service. Union shall then allocate the Available Capacity to the request for transportation service with the highest economic value to Union. If the economic values of two or more requests are equal, then service shall be allocated on a pro-rata basis. The economic value of any request shall be based on the NPV.

XVII. RENEWALS

For contracts with an Initial Term of five (5) years or greater, with (a) a Receipt Point of Parkway or Kirkwall and a Delivery Point of Dawn (Facilities), or (b) a Receipt Point of Dawn (Facilities) and a Delivery Point of Parkway or Kirkwall, or (c) a Receipt Point of Parkway and a Delivery Point of Kirkwall, the Contract will continue in full force and effect beyond the Initial Term, automatically renewing for a period of one (1) year, and every one (1) year thereafter, subject to notice in writing by Shipper of termination at least two (2) years prior to the expiration thereof.

For all other contracts, the Contract will continue in full force and effect until the end of the Initial term, but shall not renew.

XVIII. SERVICE CURTAILMENT

1. Union shall have the right to curtail or not to schedule part or all of Transportation Services, in whole or in part, on all or a portion of its pipeline system at any time for reasons of Force Majeure or when, in Union sole discretion, acting reasonably, capacity or operating conditions so require or it is desirable or necessary to make modifications, repairs or operating changes to its pipeline system. Union shall provide Shipper such notice of such curtailment as is reasonable under the circumstances.
   If due to any cause whatsoever Union is unable to receive or deliver the quantities of Gas which Shipper has requested, then Union shall order curtailment by all Shippers affected and to the extent necessary to remove the effect of the disability. Union has a priority of service policy to determine the order of service curtailment. In order to place services on the priority of service list, Union considers the following business principles: appropriate level of access to core services, customer commitment, encouraging appropriate contracting, materiality, price and term, and promoting and enabling in-franchise consumption.

   The Priority ranking for all services utilizing Union Gas' storage, transmission and distribution system as applied to both in-franchise and ex-franchise services are as follows; with number 1 having the highest priority and the last interrupted.

   1. Firm In-franchise Transportation and Distribution services and firm Ex-franchise services (Note 1)
   2. In-franchise Interruptible Distribution services
   3. C1/M12 IT Transport and IT Exchanges with Take or Pay rates
   4. Balancing (Hub Activity) < = 100 GJ/d; Balancing (Direct Purchase) < = 500 GJ/d; In-franchise distribution authorized overrun (Note 3)
   5. C1/M12 IT Transport and IT Exchanges at premium rates
   6. C1/M12 Overrun < = 20% of CD (Note 4)
   7. Balancing (Direct Purchase) > 500 GJ/d
   8. Balancing (Hub Activity) > 100 GJ/d; C1/M12 IT Transport and IT Exchanges
   9. C1/M12 Overrun > 20% of CD
   10. C1/M12 IT Transport and IT Exchanges at a discount
   11. Late Nominations

   Notes:
   1. Nominated services must be nominated on the NAESB Timely Nomination Cycle otherwise they are considered to be late nomination and are therefore interruptible.
   2. Higher value or more reliable IT is contemplated in the service and contract, when purchase at market competitive prices.
   3. Captures the majority of customers that use Direct Purchase balancing transactions.
   4. Captures the majority of customers that use overrun.

2. Union reserves the right to change its procedures for sharing interruptible capacity and will provide Shipper with two (2) months prior notice of any such change.

3. Maintenance: Union's facilities from time to time may require maintenance or construction. If such maintenance or construction is required, and in Union's sole opinion, acting reasonably, such maintenance or construction may impact Union's ability to meet Shipper's requirements, Union shall provide at least ten (10) days notice to Shipper, except in the case of an emergency. In the event the maintenance impacts on Union's ability to meet Shipper's requirements, Union shall not be liable for any damages and shall not be deemed in breach of the Contract. To the extent that Union's ability to accept and/or deliver Shipper's gas is impaired, the monthly demand charge shall be reduced in accordance with Article XI Section 8 and available capacity allocated in accordance with Article XI Section 9 herein.

   Union shall use reasonable efforts to determine a mutually acceptable period during which such maintenance or construction will occur and also to limit the extent and duration of any impairments. Union will endeavour to schedule and complete the maintenance and construction, which would normally be expected to impact on Union's ability to meet Shipper's requirements, during the period from April 1 through to November 1.

XIX. SHIPPER'S REPRESENTATIONS AND WARRANTIES

1. Shipper's Warranty: Shipper warrants that it will, if required, maintain, or have maintained on its behalf, all external approvals including the governmental, regulatory, import/export permits and other approvals or authorizations that are required from any federal, state or provincial authorities for the gas quantities to be handled under the Contract. Shipper further warrants that it shall maintain in effect the Facilitating Agreements.

2. Financial Representations: Shipper represents and warrants that the financial assurances (including the Initial Financial Assurances and Security) (if any) shall remain in place throughout the term hereof, unless Shipper and Union agree otherwise. Shipper shall notify Union in the event of any changes to the financial assurances throughout the term hereof. Should Union have reasonable grounds to believe that Shipper will not be able to perform or continue to perform any of its obligations under the Contract as a result of one of the following events ("**Material Event**");

   a. Shipper is in default, which default has not been remedied, of the Contract or is in default of any other material contract with Union or another party; or,

   b. Shipper's corporate or debt rating falls below investment grade according to at least one nationally recognized rating agency; or,

   c. Shipper ceases to be rated by a nationally recognized agency; or,

   d. Shipper has exceeded credit available as determined by Union from time to time,

   then Shipper shall within fourteen (14) days of receipt of such written notice by Union, obtain and provide to Union a letter of credit or other security in the form and amount reasonably required by Union (the "**Security**"). The Security plus the Initial Financial Assurances shall not exceed twelve (12) months of monthly demand charges (in accordance with Article IX herein) multiplied by Contract Demand. In the event that Shipper does not provide to Union such Security within such fourteen (14) day period, Union may deem a default under the Default and Termination provisions of Article XII herein.

   In the event that Shipper in good faith, reasonably believes that it should be entitled to reduce the amount of or value of the Security previously provided, it may request such a reduction from Union and to the extent that the Material Event has been mitigated or eliminated, Union shall return all or a portion of the Security to Shipper within fourteen (14) business days after receipt of the request.

   The following paragraphs 3 and/or 4 are only applicable if indicated in Schedule 1 of the Contract.

3. Point of Consumption Warranty: Shipper represents and warrants that, throughout the term of this Contract, all quantities of gas received by Union hereunder at the Receipt Point and/or all Loaned Quantities will be consumed in the U.S.A. Should any quantities of gas hereunder be directed to an end user in Canada, Shipper shall immediately notify Union that such quantities of gas will be consumed in Canada, as failure to do so will make Shipper liable to Union for any government taxes or levies and related interest and penalties thereon, made as a result of such change.

4. Tax Registration re GST: Shipper warrants and represents that it is unregistered and a Non-Resident for purposes of the Excise Tax Act. Shipper agrees to notify Union within ten (10) working days if it becomes registered. "GST/HST" shall mean the Government of Canada's Goods and Services Tax or Harmonized Sales Tax as legislated under The Excise Tax Act, as may be amended from time to time.

XX. MISCELLANEOUS PROVISIONS

1. Permanent Assignment: Shipper may assign the Contract to a third party ("Assignee"), up to the Contract Demand, (the "Capacity Assigned"). Such assignment shall require the prior written consent of Union and release of obligations by Union for the Capacity Assigned from the date of assignment. Such consent and release shall not be unreasonably withheld and shall be conditional upon the Assignee providing, amongst other things, financial assurances as per Article XXI herein. Any such assignment will be for the full rights, obligations and remaining term of the Contract as relates to the Capacity Assigned.

2. Temporary Assignment: Shipper may, upon notice to Union, assign all or a part of its service entitlement under the Contract (the "Assigned Quantity") and the corresponding rights and obligations to an Assignee on a temporary basis for

not less than one calendar month. Notwithstanding such assignment, Shipper shall remain obligated to Union to perform and observe the covenants and obligations contained herein in regard to the Assigned Quantity to the extent that Assignee fails to do so.

3. Title to Gas: Shipper represents and warrants to Union that Shipper shall have good and marketable title to, or legal authority to deliver to Union, all gas delivered to Union hereunder. Furthermore, Shipper hereby agrees to indemnify and save Union harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses arising from or out of claims of any or all third parties to such gas or on account of royalties, taxes, license fees, or other charges thereon.

XXI. PRECONDITIONS TO TRANSPORTATION SERVICES

1. The obligations of Union to provide Transportation Services hereunder are subject to the following conditions precedent, which are for the sole benefit of Union and which may be waived or extended in whole or in part in the manner provided in the Contract:

   a. Union shall have obtained, in form and substance satisfactory to Union, and all conditions shall have been satisfied under, all governmental, regulatory and other third party approvals, consents, orders and authorizations, that are required to provide the Transportation Services; and,

   b. Union shall have obtained all internal approvals that are necessary or appropriate to provide the transportation Services; and

   c. Union shall have received from Shipper the requisite financial assurances reasonably necessary to ensure Shipper's ability to honour the provisions of this Contract (the "**Initial Financial Assurances**"). The Initial Financial Assurances, if required, will be as determined solely by Union; and,

   d. Shipper and Union shall have entered into the Interruptible HUB Service Contract or equivalent (the "**Facilitating Agreement**") with Union.

2. The obligations of Shipper hereunder are subject to the following conditions precedent, which are for the sole benefit of Shipper and which may be waived or extended in whole or in part in the manner provided in the Contract:

   a. Shipper shall, as required, have entered into the necessary contracts with Union and/or others to facilitate the Transportation Services contemplated herein, including contracts for upstream and downstream transportation, and shall specifically have an executed and valid Facilitating Agreement; and shall, as required, have entered into the necessary contracts to purchase the gas quantities handled under the Contract; and,

   b. Shipper shall have obtained, in form and substance satisfactory to Shipper, 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; and,

   c. Shipper shall have obtained all internal approvals that are necessary or appropriate for the Shipper to execute the Contract.

3. Union and Shipper shall each use due diligence and reasonable efforts to satisfy and fulfil the conditions precedent specified in this Article XXI Section 1 a, c, and d and Section 2 a and b. Each party shall notify the other forthwith in writing of the satisfaction or waiver of each condition precedent for such party's benefit. If a party concludes that it will not be able to satisfy a condition precedent that is for its benefit, such party may, upon written notice to the other party, 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.

4. If any of the conditions precedent in this Article XXI Section 1 d or Section 2 are not satisfied or waived by the party entitled to the benefit of that condition by the Conditions Date as such term is defined in the Contract, then either party may, upon written notice to the other party, 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 hereunder, provided that any rights or remedies that a party may have for breaches of the Contract prior to such termination and any liability a party may have incurred before such termination shall not thereby be released.

SCHEDULE "B"

RATE C1
NOMINATIONS

a) For Services provided either under this rate schedule or referenced to this rate schedule:

i) For Services required on any day Shipper shall provide Union with a nomination (the "Shipper's Nomination") of the quantity it desires to be handled at the applicable Receipt Point, and/or Delivery Point. Such Shipper's Nomination is to be provided in writing so as to be received by Union's Gas Management Services on or before 1230 hours in the Eastern time zone, unless agreed to otherwise in writing by the parties, on the business days immediately preceding the day for which service is requested.

ii) If, in Union's sole opinion, operating conditions permit, a change in Shipper's Nomination may be accepted after 1230 hours in the Eastern time zone.

iii) For customers electing firm all day transportation, nominations shall be provided to Union's Gas Management Services as outlined in the Contract.

b) Union shall determine whether or not all or any portion of Shipper's Nomination will be accepted. In the event Union determines that it will not accept such nomination, Union shall advise Shipper, on or before 1730 hours in the Eastern time zone on the business day immediately preceding the day for which service is requested, of the reduced quantity (the "Quantity Available") for Services at the applicable points. Forthwith after receiving such advice from Union but no later than 1800 hours in the Eastern time zone on the same day, Shipper shall provide a "Revised Nomination" to Union which shall be no greater than the Quantity Available. If such Revised Nomination is not provided within the time allowed as required above or such Revised Nomination is greater than the Quantity Available, then the Revised Nomination shall be deemed to be the Quantity Available. If the Revised Nomination (delivered within the time allowed as required above) is less than the Quantity Available, then such lesser amount shall be the Revised Nomination.

c) That portion of a Shipper's Nomination or Revised Nomination, as set out in (a) and (b), above, which Union shall accept for Services hereunder, shall be known as Shipper's "Authorized Quantity".

d) If on any day the actual quantities handled by Union, for each of the Services authorized, exceed Shipper's Authorized Quantity, and such excess was caused by either Shipper's incorrect nomination or by its delivering or receiving too much gas, then the amount by which the actual quantities handled for each of the Services exceed Shipper's Authorized Quantity, such excess shall be deemed "Unauthorized Overrun".

e) The daily quantity of gas nominated by Shipper will be delivered by Shipper at rates of flow that are as nearly constant as possible, however, Union shall use reasonable efforts to take receipt of gas on any day at an hourly rate of flow up to one twentieth (1/20) of the quantity received for that day. Union shall have the right to limit Services when on any day the cumulative hourly imbalance between receipts and deliveries exceeds one twentieth (1/20) of the quantity handled for that day, for each applicable Service.

f) A nomination for a daily quantity of gas on any day shall remain in effect and apply to subsequent days unless and until Union receives a new nomination from the Shipper or unless Union gives Shipper written notice that it is not acceptable in accordance with either (a) or (b) of this schedule.

g) Except for periods of gas or quantity balancing as provided in the Contract, nominations by Shipper for deliveries to Union and redeliveries by Union shall be the same delivery of gas by Union either to Shipper or a Shipper's Account with Union.

RATE C1
NOMINATIONS

1. For Transportation Services required on any Day under the Contract, Shipper shall provide Union with a nomination(s) providing the Shipper's requested Receipt Point(s), contract numbers, the applicable service, the quantity of Gas to be transported, the requested Delivery Point(s), and such additional information as Union determines to be necessary (a "**Nomination**").

2. All Nominations shall be submitted by electronic means via *Unionline*. Union, in its sole discretion, may amend or modify the nominating procedures or *Unionline* at any time. Nominations shall be submitted so as to be received by Union in accordance with timelines established by Union, which reflect the NAESB standard nomination cycles. Union will accept all nominations on each of the nomination cycles. Nominations made after the applicable deadline shall not be accepted except at the sole discretion of Union. All times referred to herein are Eastern Clock Time. For greater certainty, NAESB nomination cycle timelines are as follows:

   a. The Timely Nomination Cycle: 12:45 pm for Nominations leaving control of the nominating party; 3:30 pm for receipt of Quantities Available by Shipper; 4:30 pm for receipt of completed confirmations by Union from upstream and downstream connected parties; 5:30 pm for receipt of Scheduled Quantities by Shipper (Day prior to flow).

   b. The Evening Nomination Cycle: 7:00 pm for Nominations leaving control of the nominating party; 9:00 pm for receipt of Quantities Available by Shipper; 10:00 pm for receipt of completed confirmations by Union from upstream and downstream connected parties; 11:00 pm for receipt of Scheduled Quantities by Shipper (Day prior to flow).

   c. The Intra-day 1 Nomination Cycle: 11:00 am for Nominations leaving control of the nominating party; 1:00 pm for receipt of Quantities Available by Shipper; 2:00 pm for receipt of completed confirmations by Union from upstream and downstream connected parties; 3:00 pm for receipt of Scheduled Quantities Available by Shipper, on Day. Quantities Available resulting from Intra-day 1 Nominations should be effective at 6:00 pm on same Day.

   d. The Intra-day 2 Nomination Cycle: 6:00 pm for Nominations leaving control of the nominating party: 8:00 pm for receipt of Quantities Available by Shipper; 9:00 pm for receipt of completed confirmations by Union from upstream and downstream connected parties; 10:00 pm for receipt of Scheduled Quantities by Shipper on Day. Quantities Available resulting from Intra-day 2 Nominations should be effective at 10:00 pm on same Day.

3. Union shall determine whether or not all or any portion of the Nomination will be scheduled at each nomination cycle. With respect to each nomination cycle, in the event Union determines that it will not schedule such Nomination, Union shall advise Shipper of the reduced quantity (the "**Quantities Available**") for Transportation Services at the applicable points as outlined in each nomination cycle. After receiving such advice from Union, but no later than one half hour after the Quantities Available deadline as outlined in each nomination cycle, Shipper shall provide a revised nomination ("**Revised Nomination**") to Union which shall be no greater than the Quantity Available. If such Revised Nomination is not provided within the time allowed as required above or such Revised Nomination is greater than the Quantities Available, then the Revised Nomination shall be deemed to be the Quantities Available. If the Revised Nomination (delivered with the time allowed as required above) is less than the Quantity Available, then such lessor amount shall be the Revised Nomination.

4. For Shippers electing firm all day transportation service, nominations shall be provided to Union's Gas Management Services as outlined in the Contract.

5. For Transportation Services requiring Shipper to provide compressor fuel in kind, the nominated fuel requirements will be calculated by rounding to the nearest whole GJ.

6. All Timely Nominations shall have rollover options. Specifically, Shippers shall have the ability to nominate for several days, months or years, provided the Nomination start date and end date are both within the term of the Transportation Agreement.

7. Nominations received after the nomination deadline shall, if accepted by Union, be scheduled after Nominations received before the nomination deadline.

8. All Services are required to be nominated in whole Gigajoules (GJ).

9. To the extent Union is unable to complete a Nomination confirmation due to inaccurate, untimely or incomplete data involving an Interconnecting Pipeline entity, Union shall undertake reasonable efforts to confirm the transaction on a non-discriminatory basis until such time that the transaction is adequately verified by the parties, or until such time that Union determines that the Nomination is invalid at which time the Union shall reject the Nomination.

10. That portion of a Shipper's Nomination or Revised Nomination, as set out in paragraphs 1 and 3 above, which Union shall schedule for Transportation Services hereunder, shall be known as Shipper's "**Authorized Quantity**".

11. If on any day the actual quantities handled by Union, for each of the Transportation Services authorized, exceed Shipper's Authorized Quantity, and such excess was caused by either Shipper's incorrect nomination or by its delivering or receiving too much gas, then the amount by which the actual quantities handled for each of the Transportation Services exceed Shipper's Authorized Quantity shall be deemed "**Unauthorized Overrun**".

12. The daily quantity of gas nominated by Shipper will be delivered by Shipper at rates of flow that are as nearly constant as possible, however, Union shall use reasonable efforts to take receipt of gas on any day at an hourly rate of flow up to one twentieth ($1/20^{th}$) of the quantity received for that day. Union shall have the right to limit Transportation Services when on any day the cumulative hourly imbalance between receipts and deliveries exceeds one twentieth ($1/20^{th}$) of the quantity handled for that day, for each applicable Transportation Service.

13. The parties hereto recognize that with respect to Transportation Services, on any day, receipts of gas by Union and deliveries of gas by Union may not always be exactly equal, but each party shall cooperate with the other in order to balance as nearly as possible the quantities transacted on a daily basis, and any imbalances arising shall be allocated to the Facilitating Agreement and shall be subject to the respective terms and charges contained therein, and shall be resolved in a timely manner.

14. Shipper may designate a third party as agent for purposes of providing a Nomination, and for giving and receiving notices related to Nominations, and Union shall only accept nominations from the agent. Shipper shall provide Union with written notice of such designation, such notice to be acceptable to Union. Any such designation, if acceptable to Union, shall be effective starting the Month following the receipt of the written notice and will remain in effect until revoked in writing by Shipper.

SCHEDULE "C 2010"

RATE C1
RECEIPT AND DELIVERY POINTS AND PRESSURES

1. Receipt and Delivery Points:

The following defines each Receipt Point and/or Delivery Point, as indicated (R= Receipt Point; D= Delivery Point)

R, D	DAWN (FACILITIES):	Union's Compressor Station site situated in the northwest corner of Lot Twenty-Five (25), Concession II, in the Township of Dawn-Euphemia, in the County of Lambton. This point is applicable for quantities of gas that have been previously transported or stored under other contracts that Shipper may have in place with Union.
R, D	DAWN (TCPL):	At the junction of Union's and TCPL's facilities, at or adjacent to Dawn (Facilities).
R, D	DAWN (TECUMSEH):	At the junction of Union's and Enbridge Gas Distribution Inc.'s (Enbridge) Tecumseh Gas Storage's facilities, at or adjacent to Dawn (Facilities).
R, D	DAWN (TSLE):	At the junction of Union's and Enbridge Gas Distribution Inc.'s ("**Enbridge**") NPS 16 Tecumseh Sombra Line Extension facilities; at or adjacent to Dawn (Facilities)
R, D	DAWN (VECTOR):	At the junction of Union's and Vector Pipeline Limited Partnership ("**Vector**") facilities, at or adjacent to Dawn (Facilities).
R, D	PARKWAY (TCPL):	At the junction of Union's and TCPL's facilities, at or adjacent to Union's facilities situated in the Part Lot 9 and Part Lot 10, Concession IX, New Survey, Town of Milton, Regional Municipality of Halton (now part of City of Mississauga)
R, D	KIRKWALL:	At the junction of Union's and TCPL's facilities at or adjacent to Union's facilities situated in Part Lot Twenty-Five (25), Concession 7, Town of Flamborough.
D	PARKWAY (CONSUMERS):	At the junction of Union's and Enbridge's facilities, at or adjacent to Union's facilities situated in Part Lot 9 and Part Lot 10, Concession IX, New Survey, Town of Milton, Regional Municipality of Halton (now part of City of Mississauga)
D	LISGAR:	At the junction of the facilities of Union and Enbridge situated at 6620 Winston Churchill Boulevard, City of Mississauga.
R, D	OJIBWAY:	At the junction of Union's and Panhandle Eastern Pipe Line Company, LP's ("**Panhandle**") facilities, located at the International Border between Canada and the United States in the St. Clair River.
R, D	ST.CLAIR (MICHCON):	At the junction of Michigan Consolidated Gas Company's ("**MichCon**") and St. Clair Pipelines L.P.'s facilities, located at the International Border between Canada and the United States in the St. Clair River.

R, D	**BLUEWATER:**	At the junction of Bluewater Gas Storage, LLC ("**Bluewater**") and St. Clair Pipelines L.P.'s facilities, located at the International Border between Canada and the United States in the St. Clair River.

2. Receipt and Delivery Pressures:

(a) All Gas tendered by or on behalf of Shipper to Union shall be tendered at the Receipt Point(s) at Union's prevailing pressure at that Receipt Point, or at such pressure as per operating agreements between Union and the applicable Interconnecting Pipeline as amended or restated from time to time.

(b) All Gas tendered by or on behalf of Union to Shipper shall be tendered at the Delivery Point(s) at Union's prevailing pressure at that Delivery Point or at such pressure as per agreements between Union and the applicable Interconnecting Pipeline as amended or restated from time to time.

(c) Under no circumstances shall Union be obligated to receive or deliver gas hereunder at pressures exceeding the maximum allowable operating pressures prescribed under any applicable governmental regulations; nor shall Union be required to make any physical deliveries or to accept any physical receipts which its existing facilities cannot accommodate.

APPENDIX C

UNION GAS LIMITED
Infranchise Customers
Summary of Average Rate and Price Adjustment Changes for Rates 25, M5A, M7 and T1
Effective July 1, 2011

Line No.	Particulars (cents / m^3)	Monthly Charge Increase / (Decrease) (a)	Monthly Demand Charge Increase / (Decrease) (b)	Delivery Commodity Charge Increase / (Decrease) (c)	Delivery - Price Adjustment Increase / (Decrease) (d)
	Rate 25				
1	All Zones				
	M5A				
2	Interruptible			0.0129	(0.0001)
	M7				
3	Interruptible			0.0125	(0.0001)
4	Seasonal			0.0125	(0.0001)
	T1-Interruptible				
5	Transportation - Union supplies fuel			0.0047	
6	Transportation - Customer supplies fuel				

APPENDIX D

EB-2011-0135

Working Paper Index

Schedule 1	Calculation of Supplemental Service Charges
Schedule 2	Load Balancing Costs
Schedule 3	Summary of Amounts for Prospective Recovery and Derivation of Unit Changes to Prospective Rate Riders

UNION GAS LIMITED
Calculation of Supplemental Service Charges
Commissioning and Decommissioning Rates
Effective July 1, 2011

Line No.	Particulars	Ft. Frances (a)	Western (b)	Northern (c)	Eastern (d)
	Northern and Eastern Operations Area				
	Rate 20 - At 50% Load Factor				
	Delivery (cents / m^3)				
1	Monthly Demand (1)	20.1961	20.1961	20.1961	20.1961
2	x 12 months	242.3532	242.3532	242.3532	242.3532
3	/ 365 days	0.6640	0.6640	0.6640	0.6640
4	@ 50% L.F.	1.3280	1.3280	1.3280	1.3280
5	Commodity Charge (2)	0.3699	0.3699	0.3699	0.3699
6	Total Delivery Commissioning	1.6978	1.6978	1.6978	1.6978
	Gas Supply (cents / m^3)				
7	Monthy Demand (3)	49.3344	57.0328	86.7086	110.8863
8	Gas Supply Demand - Price Adjustment (3)	0.0000	0.0000	0.0000	0.0000
9	(Line 7 + Line 8) x 12 months	592.0128	684.3936	1,040.5032	1,330.6356
10	/ 365 days	1.6220	1.8751	2.8507	3.6456
11	@ 50% L.F.	3.2439	3.7501	5.7014	7.2912
12	Transportation 1 (4)	4.2612	4.4236	5.1192	5.6884
13	Transportation 1 - Price Adjustment	1.2039	1.2039	1.2039	1.2039
14	(Line 12 + Line 13) x 4/5	4.3721	4.5020	5.0585	5.5138
15	Transportation 2 (5)	0.2893	0.2668	0.4111	0.5383
16	x 1/5	0.0579	0.0534	0.0822	0.1077
17	Total Commodity Transportation Charge for Commissioning Rate	7.6738	8.3055	10.8421	12.9127
	Rate 100 - At 70% Load Factor				
	Delivery (cents / m^3)				
18	Monthly Demand (6)	11.9642	11.9642	11.9642	11.9642
19	x 12 months	143.5704	143.5704	143.5704	143.5704
20	/ 365 days	0.3933	0.3933	0.3933	0.3933
21	@ 70% L.F.	0.5619	0.5619	0.5619	0.5619
22	Commodity Charge (7)	0.2101	0.2101	0.2101	0.2101
23	Total Delivery Commissioning	0.7720	0.7720	0.7720	0.7720
	Gas Supply (cents / m^3)				
24	Monthy Demand (8)	88.0846	97.0663	131.6881	159.8951
25	x 12 months	1,057.0152	1,164.7956	1,580.2572	1,918.7412
26	/ 365 days	2.8959	3.1912	4.3295	5.2568
27	@ 70% L.F.	4.1370	4.5589	6.1850	7.5098
28	Transportation 1 (9)	7.8681	7.9899	8.5116	8.9385
29	x 3/7	3.3720	3.4242	3.6478	3.8308
30	Transportation 2 (10)	0.2893	0.2668	0.4111	0.5383
31	x 4/7	0.1653	0.1524	0.2349	0.3076
32	Total Commodity Transportation Charge for Commissioning Rate	7.6744	8.1356	10.0677	11.6481

Notes:
(1) Appendix A, Page 3.
(2) Appendix A, Page 3.
(3) Appendix A, Page 3.
(4) Appendix A, Page 3.
(5) Appendix A, Page 3.
(6) Appendix A, Page 4.
(7) Appendix A, Page 4.
(8) Appendix A, Page 4.
(9) Appendix A, Page 4.
(10) Appendix A, Page 4.

UNION GAS LIMITED
Southern Operations Area
Calculation of Supplemental Service Charges
Effective July 1, 2011

Line No.	Particulars	cents / m^3 (a)	$ / GJ (b)
	Minimum annual gas supply commodity charge - Rate M4, M5A		
1	Compressor Fuel	0.4130	
2	Transportation Tolls	5.5644	
3	Administration Charge	0.3138	
4	Minimum annual gas supply commodity charge	6.2912	1.667
	Gas Supply Commodity Charges		
5	Commodity Cost of Gas	14.2016	
6	FT Transportation Commodity	0.5383	
7	FT Fuel	0.4130	
8	Total Gas Supply Commodity Charge	15.1529	4.014
	Firm Gas Supply Service Monthly Demand Charge		
9	FT Demand Charge	239.0485	63.324

UNION GAS LIMITED
Southern Operations Area
Calculation of Supplemental Service Charges
Effective July 1, 2011

Line No.	Particulars					cents / m^3 (a)	$ / GJ (b)
	Firm backstop gas:						
	Demand:						
1	Monthly space charge				0.0366		
2	Units required (1)	Note: Each unit of added delivery requires 43 m^3 of additional inventory.			43		
3	Number of months				12	18.9075 (a)	
	Inventory carrying costs:						
4	Sales WACOG				20.4928		
5	Overrun storage withdrawal				0.4623		
6					20.9551		
7	Units required (m^3)				43		
8	Pre-tax return (%)				8.970%	80.8258 (b)	
9	Annual demand charge					99.7334 (a) + (b)	
10						12	
11	Monthly demand charge					8.3111	2.202
	Commodity:						
12	Sales WACOG					20.4928	
13	Overrun storage withdrawal					0.4623	
14	Overrun transportation					0.9392	
15	Commodity charge					21.8943	5.800
	Reasonable efforts backstop gas:						
16	M1 Block 1 plus Storage					4.7922	
17	Sales WACOG					20.4928	
18						25.2850	6.698
	Supplemental inventory:						
19	Sales WACOG					20.4928	
20	Injection commodity					0.2633	
21	Space charge			0.0366	x 12	0.4397	
22						21.1958	5.615
	Carrying costs (1/2 year)						
23		21.1958	x	8.970%	/ 2	0.9506	
24						22.1464	5.867
	Supplemental gas sales:						
25	Supplemental inventory					22.1464	
26	Overrun storage withdrawal					0.4623	
27	Overrun transportation					0.9392	
28						23.5479	
	Failure to Deliver:						
29	M1 Block 1 plus Storage					4.7922	1.269
30	Failure to Deilver Adjustment					5.1708	1.370
31	Failure to Deliver Charge					9.9630	2.639

Notes:
(1) Each unit of added delivery requires 43 m^3 of additional inventory.

UNION GAS LIMITED
Southern Operations Area
Calculation of Supplemental Service Charges
Calculation of Minimum, Maximum & Seasonal Charges
Effective July 1, 2011

Line No			cents / m^3
			(a)
	Minimum Charges		
	Rate M4	Minimum annual delivery commodity charge:	
1		Monthly delivery commodity charge (1st Block M4)	0.8942
2		Administration Fee	0.3138
3		Minimum annual delivery commodity charge	1.2080
	Rate M5	Minimum annual delivery commodity charge:	
4		Monthly delivery commodity charge (1st block M5)	1.8147
5		Administration Fee	0.3138
6		Minimum annual delivery commodity charge	2.1285
	Maximum Charges		
	Rate M7 Interruptible	Maximum interruptible delivery commodity charge:	
7		M7 firm commodity charge	0.2595
8		M7 firm demand charge commoditized using 35% LF	2.3755
9		M7 maximum interruptible charge	2.6351
10	Rate T1 Interruptible	Maximum interruptible delivery commodity charge	2.6351

UNION GAS LIMITED
Southern Operations Area
Calculation of Supplemental Service Charges
Effective July 1, 2011

Line No.		
	M7 - Commissioning and Decommissioning Rate	
	Delivery (cents / m^3)	
1	Monthly Demand (1)	25.2893
2	x 12 months	303.4716
3	/ 365 days	0.8314
4	@ Class Average Firm Load Factor : 269,299 (2) /(22,110 (3) /12*365) = 39.6%	2.0763
5	Commodity Charge (4)	0.2595
6	Delivery - Price Adjustment (4)	0.0002
7	Total Delivery Commissioning	2.3361

	T1 - At 100% Load Factor	Union Supplies Fuel	Customer Supplies Fuel
	Authorized Storage Overrun ($ / GJ)		
8	Monthly Demand (5)	1.603	1.603
9	x 12 months	19.242	19.242
10	/ 365 days	0.053	0.053
11	@ 100% L.F.	0.053	0.053
12	Commodity Charge (WACOG/ Heat Value * Overrun Fuel Ratio + Injection Commodity) (6)	0.070	0.007
13	Total Storage Overrun	0.122	0.060
	Authorized Transportation Overrun (cents / m^3)		
14	Monthly Demand (7)	19.0898	19.0898
15	x 12 months	229.0776	229.0776
16	/ 365 days	0.6276	0.6276
17	@ 100% L.F.	0.6276	0.6276
18	Commodity Charge (WACOG/10 * Transportation fuel ratio/100 + Firm Commodity Transport) (8)	0.3116	0.1835
19	Total Transportation Overrun	0.9392	0.8111
	T3 - At 100% Load Factor		
	Authorized Transportation Overrun (cents / m^3)		
20	Monthly Demand (9)	9.0218	9.0218
21	x 12 months	108.2621	108.2621
22	/ 365 days	0.2966	0.2966
23	@ 100% L.F.	0.2966	0.2966
24	Commodity Charge (10)	0.2351	0.0682
25	Total Transportation Overrun	0.5317	0.3648
	U5/U7/U9 - At 100% Load Factor		
	Authorized Storage Overrun ($ / GJ)		
26	Monthly Demand (11)		0.921
27	x 12 months		11.047
28	/ 365 days		0.030
29	@ 100% L.F.		0.030
30	Commodity Charge (12)		0.015
31	Total Storage Overrun		0.045

Notes:

(1) Appendix A, Page 8.
(2) EB-2010-0148, Rate Order, Working Papers, Schedule 4, Page 15.
(3) EB-2010-0148, Rate Order, Working Papers, Schedule 4, Page 15.
(4) Appendix A, Page 8.
(5) Appendix A, Page 9.
(6) $230.804/10^3m^3 / 37.75 GJ/10^3m^3 * 1.03% + $0.007/GJ.
(7) Appendix A, Page 9.
(8) $230.804/10^3m^3 / 10 * 0.555% + 0.1835 cents/m^3.
(9) Appendix A, Page 10.
(10) Appendix A, Page 10.
(11) Appendix A, Page 11, line 11.
(12) Appendix A, Page 11, line 14.

UNION GAS LIMITED
Southern Operations Area
Calculation of Union Supplied Fuel Rates for
In-Franchise Semi-Bundled Rate T1 and T3
Effective July 1, 2011

Line No.		Customer Supplies Fuel (a)	Union Supplies Fuel (b)
	Rate T1 Transportation Service (cents/m^3)		
1	Ontario Landed Reference Price as per EB-2011-0135		23.0804
2	Approved 2011 Fuel Ratio as per EB-2010-0148	0.555%	0.555%
3	Fuel Rate (line 1 * line 2)		0.1281
	Firm Transportation Commodity Charge		
4	First 2,360,653 m^3 per month	0.1835	0.3116
5	All over 2,360,653 m^3 per month	0.0913	0.2194
6	Interruptible Transportation Commodity Charge	2.5070	2.6351
	Rate T3 Transportation Service (cents/m^3)		
7	Ontario Landed Reference Price as per EB-2011-0135		23.0804
8	Approved 2011 Fuel Ratio as per EB-2010-0148	0.723%	0.723%
9	Fuel Rate (line 1 * line 2)		0.1669
10	Firm Transportation Commodity Charge	0.0682	0.2351
	Rate T1 & T3 Storage Service ($/GJ)		
11	Ontario Landed Reference Price as per EB-2011-0135		6.114
12	Approved 2011 Fuel Ratio as per EB-2010-0148	0.598%	0.598%
13	Fuel Rate (line 1 * line 2)		0.037
14	Storage Commodity Charge	0.007	0.044

Rate T1 & T3 Annual Firm Injection/Withdrawal Right ($/GJ)

15	Union provides deliverability Inventory as per EB-2011-0029	1.582
16	Customer provides deliverability Inventory as per EB-2011-0029	1.016
17	Line 15 - Line 16	0.566
18	Ontario Landed Reference Price as per EB-2011-0029	5.890
19	Ontario Landed Reference Price as per EB-2011-0135	6.114
20	Line 19 / Line 18 x Line 17	0.587
21	Union provides deliverability Inventory as per EB-2011-0135 (line 16 + line 20)	1.603

UNION GAS LIMITED
Load Balancing Costs

Line No.	Particulars	Load Balancing Allocator (PJ's) (a)	Load Balancing Costs ($000's) (b)	Load Balancing Revenue in Approved Rates ($000's) (c)	Interest ($000's) (d)	Subtotal ($000's) (e) = (b+c+d)	Previous Projection in QRAM Rates ($000's) (f)	Subtotal ($000's) (g) = (e-f)	True-up of Prospective Recovery Amounts ($000's) (h)	Net Balance ($000's) (i) = (g+h)
	Northern & Eastern and Southern Operations Area R20, M1, M2, M4, M5A, M7, M9									
1	January, 2011 *				2	2				
2	February *				2	2				
3	March *				2	2				
4	April				1	1				
5	May				1	1				
6	June				1	1				
7	July 2011 - June 2012				-	-				
8	Total		-	-	7	7	5	2	0	2
	Northern & Eastern Operations Area - R01									
9	January, 2011 *				0	0				
10	February *		(5)		0	(4)				
11	March *		(12)		0	(12)				
12	April				0	0				
13	May				0	0				
14	June				0	0				
15	July 2011 - June 2012				-	-				
16	Total		(17)	-	1	(15)	(16)	0	(0)	0
	Northern & Eastern Operations Area - R10									
17	January, 2011 *				0	0				
18	February *		(4)		0	(4)				
19	March *		(10)		0	(10)				
20	April				0	0				
21	May				0	0				
22	June				0	0				
23	July 2011 - June 2012				-	-				
24	Total		(14)	-	0	(14)	(14)	0	(0)	(0)
25			(31)	-	9	(22)	(24)	2	(0)	2

* Actuals

UNION GAS LIMITED
Summary of Amounts for Prospective Recovery and Derivation of Unit Changes to Prospective Rate Riders
for the 12-month period ending June 30, 2012

Line No.	Particulars		Units	North PGVA (179-105)	North Tolls (179-100)	North Fuel (179-100)	South PGVA (179-106)	Inventory Revaluation (179-109)	Load Balancing (179-107)	Spot Gas Variance Acct (179-107)	Total
				(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)
	Deferral Amounts for Recovery										
	Change in 12-month deferral account projection:										
1	*12-month projection from current QRAM application*	(1)	($000's)	-	9,317	(194)	-	(4,438)	-	-	4,685
2	*Less: 12-month projection from previous QRAM application*	(2)	($000's)	-	9,322	(205)	-	(4,696)	-	-	4,421
3	*Change* (Line 1 - Line 2)		($000's)	-	(5)	11	-	258	-	-	264
	Previous Quarter: True-up of Deferral Balances										
	Variance between projected and actual deferral balances for month(s) with actual data since previous QRAM application:										
4	*Actual deferral amount*	(3)	($000's)	(3,265)	4,529	251	(13,857)	(2,193)	(24)	(1,147)	(15,706)
5	*Current projected deferral amount*	(4)	($000's)	(655)	2,357	(67)	(8,408)	34	2	(5)	(6,742)
6	*Less: Previous projection included in recovery*	(5)	($000's)	(1,946)	3,975	(86)	(6,966)	6	(24)	(1,053)	(6,094)
7	*Variance* (Line 4 + Line 5 - Line 6)		($000's)	(1,974)	2,911	270	(15,299)	(2,165)	2	(99)	(16,354)
8	Total Deferral Amounts for Recovery (Line 3 + Line 7)		($000's)	(1,974)	2,906	281	(15,299)	(1,907)	2	(99)	(16,090)
	Previous Quarter: True-up of Prospective Recovery Amounts										
	Variance between projected and actual prospective recovery for month(s) with actual data since previous QRAM application:										
9	*Forecast prospective recovery amount*		($000's)	(13,720)	1,489	334	(26,540)	16,671	5	230	(21,531)
10	*Less: Actual prospective recovery amount*		($000's)	(15,620)	1,466	379	(30,318)	18,087	6	281	(25,719)
11	*Variance* (Line 9 - Line 10)		($000's)	1,900	23	(45)	3,779	(1,416)	(0)	(51)	4,189
12	Total Amount for Prospective Recovery (Line 8 + Line 11)		($000's)	(74)	2,929	236	(11,520)	(3,323)	2	(150)	(11,901)
	Prospective Rate Rider Changes										
13	*Forecast Billing Units (July 1, 2011 to June 30, 2012)*	(6)	(10^3m^3)	824,123	1,332,071	824,123	2,724,369	3,548,492	Class Specific	824,123	
14	*Unit Rate Change* (Line 12 / Line 13)		(cents/m^3)	(0.0090)	0.2199	0.0286	(0.4229)	(0.0937)	-	(0.0181)	
	Summary of Unit Rates										
15	*Expiring Rider Q3*	(7)	(cents/m^3)	(1.4471)	(0.0576)	0.0600	(0.7033)	0.5847	-	0.0359	
16	*Unit Rate Q1*	(8)	(cents/m^3)	(1.2798)	0.3148	0.0218	(0.4180)	0.3748	-	(0.0003)	
17	*Unit Rate Q2*	(9)	(cents/m^3)	(0.2120)	0.6964	0.0045	(0.1348)	(0.2016)	-	(0.1371)	
18	*Unit Rate Q3 Expiring rider replaced by new rider (Line 14)*	(10)	(cents/m^3)	(0.0090)	0.2199	0.0286	(0.4229)	(0.0937)	-	(0.0181)	
19	*Unit Rate Q4*	(11)	(cents/m^3)	(0.9992)	(0.0274)	0.0004	(0.8187)	0.5572	-	0.0003	
20	**Total Unit Rate - Prospective Recovery**		(cents/m^3)	**(2.5000)**	**1.2037**	**0.0553**	**(1.7944)**	**0.6367**	-	**(0.1552)**	
21	*Change in Rider* (Line 14 - Line 15)	(12)	(cents/m^3)	1.4381	0.2775	(0.0314)	0.2804	(0.6784)	-	(0.0540)	

Notes:
(1) Tab 1, Schedule 3, Page 1, Line 27.
(2) EB-2011-0029, Tab 1, Schedule 3, Page 1, Line 27.
(3) Tab 1, Schedule 3, Page 1, Lines 8+9+10 except Inventory Reval. Which is from Tab 1, Schedule 3, Page 1, Lines 9+10+11.
(4) Tab 1, Schedule 3, Page 1, Lines 11+12+13 except Inventory Reval. Which is from Tab 1, Schedule 3, Page 1, Lines 12+13.
(5) EB-2011-0029, Tab 2, Schedule 2, Page 2, Line 5.
(6) Billing units reflect the approved allocation basis for each deferral account.
(7) EB-2010-0201, Tab 2, Schedule 2, Page 1, Line 9
(8) EB-2010-0359, Tab 2, Schedule 2, Page 1, Line 9
(9) EB-2011-0029, Tab 2, Schedule 2, Page 1, Line 9
(10) EB-2011-0135, Tab 2, Schedule 2, Page 1, Line 9
(11) EB-2010-0265, Tab 2, Schedule 2, Page 1, Line 9
(12) EB-2011-0135, Tab 2, Schedule 1, Column (e)