

April 24, 2014

Ms. Kirsten Walli
Board Secretary
Ontario Energy Board
2300 Yonge Street, 27th Floor
Toronto, ON M4P 1E4

Dear Ms. Walli:

Re: EB-2013-0365 – Union Gas Limited – 2014 Rates Settlement Agreement

Please find attached the Settlement Agreement and draft Rate Order for the above noted proceeding. All issues have been settled with the exception of three issues. Two issues (Issues 10.5 and 11) will proceed to hearing and one issue (Issue 10.7) is still being discussed among the parties.

The issues proceeding to hearing and the issue still under discussion will not impact Union's 2014 draft Rate Order or the other elements of the Settlement Agreement. Therefore, Union requests approval of the draft Rate Order by May 23, 2014 with a proposed implementation date of June 1, 2014.

Yours truly,

[original signed by]

Chris Ripley
Manager, Regulatory Applications

Cc: EB-2013-0365 Intervenors
Crawford Smith, Torys

EB-2013-0365

UNION GAS LIMITED

SETTLEMENT AGREEMENT

April 24, 2014

EB-2013-0365

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is for the consideration of the Ontario Energy Board (“the Board”) in its determination, under Docket No. EB-2013-0365, of Calendar 2014 rates for Union Gas Limited (“Union”). By Procedural Order No. 1 dated December 20, 2013, the Board scheduled a Settlement Conference to commence at 9:30 a.m. on March 17, 2014. The Settlement Conference was duly convened, and finished on March 19, 2014.

The following parties participated in the Settlement Conference:

Association of Power Producers of Ontario (“APPrO”)

BOMA Greater Toronto (“BOMA”)

Canadian Manufacturers & Exporters (“CME”)

Consumers Council of Canada (“CCC”)

City of Kitchener (“Kitchener”)

Energy Probe Research Foundation (“Energy Probe”)

Federation of Rental-housing Providers of Ontario (“FRPO”)

Industrial Gas Users Association (“IGUA”)

London Property Management Association (“LPMA”)

Nova Chemicals (Canada) Ltd. (“NOVA”)

Ontario Association of Physical Plant Administrators (“OAPPA”)

Ontario Power Authority (“OPA”)

Ontario Greenhouse Vegetable Growers (“OGVG”)

School Energy Coalition (“SEC”)

Six Nations Natural Gas (“Six Nations”)

TransCanada Pipelines Limited (“TransCanada ”)

TransCanada Energy Ltd. (“TCE”)

Vulnerable Energy Consumers Coalition (“VECC”)

Except as expressly noted below, the parties agree to the relief sought by Union in the Application and accept Union’s position that the claimed relief is supported by Union's prefiled evidence and its responses to interrogatories. References to the prefiled evidence and the interrogatories are provided in relation to each of the agreed items contained in the Agreement.

It is acknowledged and agreed that none of the provisions of this Agreement is severable except Issue 11. If the Board does not, prior to the commencement of the hearing of the evidence, accept the remainder of the Agreement in its entirety, there is no Agreement (unless the parties agree in writing that any portion of the Agreement the Board does accept may continue as a valid Agreement).

It is further acknowledged and agreed that parties will not withdraw from this Agreement absent a material change of circumstances except as provided under Rule 32.05 of the Ontario Energy Board’s Rules of Practice and Procedure.

It is also acknowledged and agreed that this Agreement is without prejudice to parties re-examining these issues in any other proceeding.

The parties agree that all positions, information, documents, negotiations and discussion of any kind whatsoever which took place or were exchanged during and as part of the Settlement

Conference are strictly confidential and without prejudice, and inadmissible unless relevant to the resolution of any ambiguity that subsequently arises with respect to the interpretation of any provision of this Agreement.

The role adopted by Board Staff in Settlement Conferences is set out on page 5 of the Board's Settlement Conference Guidelines. Although Board Staff is not a party to this Agreement, as noted in the Guidelines, "Board Staff who participate in the settlement conference are bound by the same confidentiality standards that apply to parties to the proceeding".

The form of the Agreement generally follows the major issues outlined in the prefiled evidence. Except as noted in this Agreement, there were no other issues raised requiring resolution in this proceeding. As described above, the evidence supporting the agreement on each issue is cited in each section of the Agreement. Abbreviations will be used when identifying exhibit references. For example, Exhibit A, Tab 4, Schedule 1, Page 1 will be referred to as A/T4/S1/p. 1. The structure and presentation of the settled issues is consistent with settlement agreements which have been accepted by the Board in prior cases. The parties agree that this Agreement forms part of the record in this proceeding.

1 ARE THE BASE RATE ADJUSTMENTS APPROPRIATE?

(Complete Settlement)

The parties agree there are two base rate adjustments. As approved in the Board's EB-2013-0202 Decision (Union's 2014-2018 Incentive Regulation Mechanism "IRM" proceeding), the 2014 rates will be adjusted by \$3.154 million to levelize the deferred tax drawdown over the IRM term and by an upfront productivity commitment of \$4.5 million.

The following parties agree with the settlement of this issue: APPrO, BOMA, CME, CCC, Kitchener, Energy Probe, FRPO, IGUA, LPMA, NOVA, OAPPA, OGVG, SEC, Union, VECC

The following parties take no position: OPA, Six Nations, TransCanada, TCE

Evidence References:

1. A/T1/p.3; A/T1/WP/S9

2 HAS UNION APPROPRIATELY APPLIED THE INFLATION FACTOR AND APPROPRIATELY CALCULATED THE PRODUCTIVITY FACTOR FOR CALCULATING 2014 RATES?

(Complete Settlement)

Consistent with the Board's EB-2013-0202 Decision, the parties agree that the inflation factor to be used in Union's PCI (Price Cap Index) mechanism is the actual year-over-year percentage change in the annualized average of four quarters (using Q2 to Q2) of Statistics Canada's Gross Domestic Product Implicit Price Index Final Domestic Demand ("GDP IPI FDD"). For 2014 rates, the inflation factor is 1.27%, based on the actual change in GDP IPI FDD from 2012 Q2 to 2013 Q2. The parties agree that the annual productivity ("X") factor for the IRM term is 60% of inflation, which equals 0.76% and the PCI is 0.51% (EB-2013-0365 Rate Order Working Papers, Schedule 1).

The following parties agree with the settlement of this issue: APPrO, BOMA, CME, CCC, Kitchener, Energy Probe, FRPO, IGUA, LPMA, NOVA, OAPPA, OGVG, SEC, Union, VECC

The following parties take no position: OPA, Six Nations, TransCanada, TCE

Evidence Reference:

1. A/T1/pp. 3-4; A/T1/WP/S1

3 IS THE Z FACTOR ADJUSTMENT APPROPRIATE?

(Complete Settlement)

The parties agree that 50% of tax changes will be treated as a Z factor, as approved by the Board in its EB-2013-0202 Decision. For 2014, the calculation of the tax rate variance between Board-approved and the forecast income tax rate is \$1.695 million. The ratepayer portion of the income tax rate increase is \$0.848 million (50% of \$1.695 million).

The following parties agree with the settlement of this issue: APPrO, BOMA, CME, CCC, Kitchener, Energy Probe, FRPO, IGUA, LPMA, NOVA, OAPPA, OGVG, SEC, Union, VECC

The following parties take no position: OPA, Six Nations, TransCanada, TCE

Evidence References:

1. A/T1/pp. 4-5; A/T1/WP/S17; B4.1

4 ARE THE Y FACTOR ADJUSTMENTS APPROPRIATE?

4.1 IS THE TREATMENT PROPOSED FOR Y FACTOR COST OF GAS AND UPSTREAM TRANSPORTATION COSTS APPROPRIATE?

(Complete Settlement)

The parties agree to include cost of gas and upstream transportation costs as a Y Factor, as approved by the Board in its EB-2013-0202 Decision. Changes in upstream gas costs will continue to be determined using the Board-approved QRAM methodology. The upstream transportation costs include the 2013 Board-approved treatment of upstream transportation

optimization revenues. All upstream transportation optimization revenue will continue to be treated in accordance with the Board's EB-2011-0210 Decision and be classified as upstream transportation cost reductions with 90% of the net revenues from such transactions being recorded in the Upstream Transportation Optimization Deferral Account (179-131).

The following parties agree with the settlement of this issue: BOMA, CME, CCC, Kitchener, Energy Probe, FRPO, IGUA, LPMA, NOVA, OAPPA, OGVG, SEC, Union, VECC

The following parties take no position: APPrO, OPA, Six Nations, TransCanada, TCE

Evidence References:

1. A/T1/p.6

4.2 IS THE TREATMENT PROPOSED FOR Y FACTOR DSM BUDGET CHANGES APPROPRIATE?

(Complete Settlement)

The parties agree to include DSM budget changes as a Y Factor, as approved by the Board in its EB-2013-0202 Decision. Parties agree to include a DSM budget of \$32.049 million in 2014 rates. This represents an increase of \$0.408 million based on an inflation of 1.29% multiplied by the DSM budget of \$31.641 million included in 2013 rates.

The following parties agree with the settlement of this issue: BOMA, CME, CCC, Kitchener, Energy Probe, FRPO, IGUA, LPMA, NOVA, OAPPA, OGVG, SEC, Union, VECC

The following parties take no position: APPrO, OPA, Six Nations, TransCanada, TCE

Evidence References:

1. A/T1/p.6; A/T1/WP/S11; B2.1; B12.1

4.3 IS THE TREATMENT PROPOSED FOR Y FACTOR LRAM FOR THE CONTRACT RATE CLASSES APPROPRIATE?

(Complete Settlement)

The parties agree to include LRAM for the contract rate classes as a Y Factor, as approved by the Board in its EB-2013-0202 Decision. The parties agree to adjust volumes and calculate rates to capture the LRAM volume impacts for contract rate classes.

The following parties agree with the settlement of this issue: APPrO, BOMA, CME, CCC, Kitchener, Energy Probe, FRPO, IGUA, LPMA, NOVA, OAPPA, OGVG, SEC, Union, VECC

The following parties take no position: OPA, Six Nations, TransCanada, TCE

Evidence References:

1. A/T1/pp. 6-7; A/T1/WP/S18

4.4 IS THE TREATMENT PROPOSED FOR Y FACTOR UNACCOUNTED FOR GAS VOLUME VARIANCES APPROPRIATE?

(Complete Settlement)

The parties agree to record in the UFG volume deferral account the difference between the UFG volume included in rates and the actual UFG volume, as approved by the Board in its EB-2013-0202 Decision. The amount to be recorded in the UFG volume deferral account will be calculated using the most recent Board-approved Weighted Average Cost of Gas (“WACOG”).

The following parties agree with the settlement of this issue: APPrO, BOMA, CME, CCC, Kitchener, Energy Probe, FRPO, IGUA, LPMA, NOVA, OAPPA, OGVG, SEC, Union, VECC

The following parties take no position: OPA, Six Nations, TransCanada, TCE

Evidence References:

1. A/T1/p.7

4.5 IS THE TREATMENT AND AMOUNT PROPOSED FOR Y FACTOR MAJOR CAPITAL ADDITIONS APPROPRIATE?

(Complete Settlement)

The parties agree to include the 2014 Parkway West project revenue requirement credit of \$0.276 million in 2014 rates. The Board approved the capital pass-through mechanism as a Y Factor in its EB-2013-0202 Decision and approved the Parkway West project in its EB-2012-0433 Decision.

The following parties agree with the settlement of this issue: APPrO, BOMA, CME, CCC, Kitchener, Energy Probe, FRPO, IGUA, LPMA, NOVA, OAPPA, OGVG, SEC, Union, VECC

The following parties take no position: OPA, Six Nations, TransCanada, TCE

Evidence References:

1. A/T1/pp. 7-9, A/T1/App. G; B1.1

5 IS THE NORMALIZED AVERAGE CONSUMPTION ADJUSTMENT APPROPRIATE?

(Complete Settlement)

The parties agree to adjust General Service rates annually for the changes in NAC, as approved by the Board in its EB-2013-0202 Decision. For 2014, Union will adjust rates for the 2012 actual NAC, using the Board-approved weather normal methodology blend of 50:50 (30-year average and 20-year declining trend).

The following parties agree with the settlement of this issue: BOMA, CME, CCC, Kitchener, Energy Probe, FRPO, IGUA, LPMA, NOVA, OAPPA, OGVG, SEC, Union, VECC

The following parties take no position: APPrO, OPA, Six Nations, TransCanada, TCE

Evidence references:

1. A/T1/p. 10; A/T1/WP/S12

6 ARE THE CUSTOMER BILL IMPACTS APPROPRIATE?

(Partial Settlement)

The parties agree that Union's proposed customer bill impacts as attached in the draft Rate Order at Appendix A, as a result of the application of the incentive regulation mechanism approved in EB-2013-0202, are appropriate.

The following parties agree with the settlement of this issue: BOMA, CME, CCC, Energy Probe, FRPO, IGUA, LPMA, NOVA, OAPPA, OGVG, SEC, Union, VECC

The following parties take no position: APPrO, Kitchener, OPA, Six Nations, TransCanada, TCE

Evidence References:

1. A/T1/p.11; A/T1/WP/S7

7 ARE THE RATE SCHEDULE CHANGES APPROPRIATE?

(Complete Settlement)

The parties agree that all rate schedule changes as proposed in the pre-filed evidence at Exhibit A, Tab 1, are appropriate. This includes the approved EB-2011-0210 changes, proposed 2014 changes to site specific measuring equipment and proposed changes to Union's general terms and conditions ("GT&C").

The following parties agree with the settlement of this issue: BOMA, CME, CCC, Energy Probe, FRPO, IGUA, LPMA, NOVA, OAPPA, OGVG, SEC, Union, VECC

The following parties take no position: APPrO, Kitchener, OPA, Six Nations, TransCanada, TCE

Evidence References:

1. A/T1/pp. 11-15; A/T1/App. B; A/T1/App. H; A/T1/App. I

8 ARE THE NEW DEFERRAL ACCOUNTS APPROPRIATE?

(Complete Settlement)

The parties agree on the establishment of the following three deferral accounts, as approved by the Board in its EB-2013-0202 Decision.

8.1 NORMALIZED AVERAGE CONSUMPTION DEFERRAL ACCOUNT (179-133)

The parties agree that the Normalized Average Consumption deferral account is appropriate and will capture the variance between the forecast NAC in rates and what is observed on an actual basis for the same year.

The following parties agree with the settlement of this issue: BOMA, CME, CCC, Kitchener, Energy Probe, FRPO, IGUA, LPMA, NOVA, OAPPA, OGVG, SEC, Union, VECC

The following parties take no position: APPrO, OPA, Six Nations, TransCanada, TCE

Evidence References:

1. A/T1/p.16; A/T1/App. F

8.2 TAX DEFERRAL ACCOUNT (179-134)

The parties agree that the tax deferral account will capture the variance between taxes using the actual rates and calculation method/rules and the approved rates and calculation method/rules in Union's rates.

The following parties agree with the settlement of this issue: APPrO, BOMA, CME, CCC, Kitchener, Energy Probe, FRPO, IGUA, LPMA, NOVA, OAPPA, OGVG, SEC, Union, VECC

The following parties take no position: OPA, Six Nations, TransCanada, TCE

Evidence References:

1. A/T1/p. 16; A/T1/App. F

8.3 UNACCOUNTED FOR GAS (UFG) DEFERRAL ACCOUNT (179-135)

The parties agree that the UFG volume deferral account will capture the difference between the UFG volume included in rates and the actual UFG volume. The amount to be recorded in the UFG volume deferral account will be calculated using the most recent Board-approved WACOG.

The following parties agree with the settlement of this issue: APPrO, BOMA, CME, CCC, Kitchener, Energy Probe, FRPO, IGUA, LPMA, NOVA, OAPPA, OGVG, SEC, Union, VECC

The following parties take no position: OPA, Six Nations, TransCanada, TCE

Evidence References:

1. A/T1/p.16; A/T1/App. F

9 IS IT APPROPRIATE TO MAINTAIN ALL OTHER EXISTING DEFERRAL ACCOUNTS WHICH UNION HAS NOT REQUESTED TO DISCONTINUE?

(Complete Settlement)

The parties agree that it is appropriate to continue all other deferral accounts.

The following parties agree with the settlement of this issue: APPrO, BOMA, CME, CCC, Kitchener, Energy Probe, FRPO, IGUA, LPMA, NOVA, OAPPA, OGVG, SEC, Union, VECC

The following parties take no position: OPA, Six Nations, TransCanada, TCE

Evidence References:

1. A/T1/p.17; A/T1/App. F

10 COST OF SERVICE DIRECTIVES

10.1 FILE AN UPDATED REPORT FROM EB-2011-0038 (BLACK & VEATCH REPORT)

(Complete Settlement)

In its EB-2011-0210 Decision, the Board directed Union to hire an independent consultant to update the report that was filed in the EB-2011-0038 proceeding and file that report as part of its

2014 rates proceeding. The Board noted that, as part of Union's 2014 rates filing, it will revisit the allocation of all storage related costs between Union's utility and non-utility operations and may also order further updates to the allocation factors. The parties agree to update the general plant allocator for 2013 base rates. This update results in a revenue requirement decrease of \$0.381 million. The revenue requirement decrease is allocated in proportion to the allocation of general plant in Union's 2013 Board-approved cost allocation study. General plant costs are allocated to rate classes in proportion to the allocation of rate base and O&M expenses.

The 2013 Board-approved cost study updated for the general plant allocator change will be filed with the Board by April 30, 2014.

The following parties agree with the settlement of this issue: APPrO, BOMA, CME, CCC, Kitchener, Energy Probe, FRPO, IGUA, LPMA, NOVA, OAPPA, OGVG, SEC, Union, VECC

The following parties take no position: OPA, Six Nations, TransCanada, TCE

Evidence References:

1. A/T2; B1.4

10.2 FILE AN ANALYSIS OF THE ALLOCATION OF COSTS FOR DISTRIBUTION MAINTENANCE – METER AND REGULATOR REPAIRS

(Complete Settlement)

In its EB-2011-0210 Decision, the Board directed Union to file a comprehensive cost allocation study to support Union's annual volume breakpoint reduction and rate block harmonization proposals for the Rate 01/Rate 10 and Rate M1/Rate M2 general service rate classes. In conjunction with this directive, the Board also directed Union to include an analysis of the allocation of distribution maintenance meter and regulator repairs costs for the Rate 01 and Rate M1 customers that would transition to Rate 10 and Rate M2 in 2014. The parties agree that this

issue is related to the Volume Breakpoint reduction proposal in EB-2011-0210. Please see issue 10.8 below.

The following parties agree with the settlement of this issue: APPrO, BOMA, CME, CCC, Kitchener, Energy Probe, FRPO, IGUA, LPMA, NOVA, OAPPA, OGVG, SEC, Union, VECC

The following parties take no position: OPA, Six Nations, TransCanada, TCE

Evidence References:

1. A/T1/p.18

10.3 FILE EVIDENCE TO SUPPORT THE ALLOCATION OF UNION NORTH AND UNION SOUTH DISTRIBUTION MAINTENANCE – EQUIPMENT ON CUSTOMER PREMISES

(Complete Settlement)

In its EB-2011-0210 Decision, the Board directed Union to file sufficient evidence to support its proposed change to the allocation of distribution maintenance costs for equipment on customer premises. Specifically, the Board directed Union to include “a definition for this maintenance category and a delineation of what has changed since EB-2005-0520 that would result in a change to the allocation methodology.” No parties objected to Union’s response to this directive. Union will file sufficient evidence to support its proposed change to the allocation of distribution maintenance costs for equipment on customer premises as part of its 2019 rebasing proceeding.

The following parties agree with the settlement of this issue: APPrO, BOMA, CME, CCC, Kitchener, Energy Probe, FRPO, IGUA, LPMA, NOVA, OAPPA, OGVG, SEC, Union, VECC

The following parties take no position: OPA, Six Nations, TransCanada, TCE

Evidence References:

1. A/T1/p.19

10.4 COMMUNICATE M4, M5A, AND M7 CHANGES TO CUSTOMERS

(Complete Settlement)

In its EB-2011-0210 Decision, the Board directed Union to communicate M4, M5A and M7 rate class eligibility changes to relevant customers. No party objected to Union's response to the directive.

The following parties agree with the settlement of this issue: BOMA, CME, CCC, Kitchener, Energy Probe, FRPO, IGUA, LPMA, NOVA, OAPPA, OGVG, SEC, Union, VECC

The following parties take no position: APPrO, OPA, Six Nations, TransCanada, TCE

Evidence References:

1. A/T3; B2.2; B2.3; B4.7; B4.8; B4.9; B7.1

10.5 UNDERTAKE A REVIEW OF THE ALLOCATION OF KIRKWALL METERING COSTS

In its EB-2011-0210 Decision, the Board directed Union to review the allocation of Kirkwall metering costs. The parties agree that this issue will proceed to hearing before the Board for determination. In order to implement rates on June 1, 2014, the parties agree that any cost allocation changes to the Kirkwall metering costs as a result of the Board's Decision will be implemented January 1, 2015 as part of Union's 2015 rates proceeding.

The following parties agree with the settlement of this issue: APPrO, BOMA, CME, CCC, Kitchener, Energy Probe, FRPO, IGUA, LPMA, NOVA, OAPPA, OGVG, SEC, TransCanada, Union, VECC

The following parties take no position: OPA, Six Nations, TCE

Evidence References:

1. A/T1/pp. 19-21; B1.3; B9.1; B9.2; B9.3; B9.4; B9.5; B9.6; B9.7; B9.8; B9.9

10.6 PREPARE SEPARATE AUDITED FINANCIAL STATEMENTS FOR THE PORTION OF THE BUSINESS THAT IS SUBJECT TO RATE REGULATION

(Complete Settlement)

In its EB-2011-0210 Decision, the Board directed Union to prepare and file separate audited financial statements for that portion of its business that is subject to rate regulation. In EB-2013-0109 (Union's 2012 Deferral Disposition and Earnings Sharing), Union filed evidence to provide an updated estimate of the cost required to prepare these financial statements and respond to the directive. The Board on its own motion, "determined that it would initiate a motion to review the Board's direction in its EB-2011-0210 Decision and Order requiring Union to annually prepare and file separate audited financial statements for that portion of its business that is subject to rate regulation" (Notion of Motion and Procedural Order 3, EB-2013-0109). In its EB-2013-0109 Decision, the Board found the potential value received from the separate audited financial statements does not justify the expected costs, and therefore the Board relieved Union of the requirement to prepare separate audited financial statements for its regulated business.

The following parties agree with the settlement of this issue: APPrO, BOMA, CME, CCC, Kitchener, Energy Probe, FRPO, IGUA, LPMA, NOVA, OAPPA, OGVG, SEC, Union, VECC

The following parties take no position: OPA, Six Nations, TransCanada, TCE

Evidence References:

1. A/T1/p.22

10.7 REPORT ON THE OUTCOME OF THE PARKWAY OBLIGATION WORKING GROUP

In its EB-2011-0210 Decision, the Board directed Union to report to the Board during its 2014 rates proceeding, on the proposal, if any, in respect to the Parkway delivery obligation as established by the Parkway Obligation Working Group process. The parties continue to discuss the Parkway delivery obligation and will provide an addendum to this Agreement should the

parties reach a settlement. Further, the parties agree that the Parkway delivery obligation issue does not impact 2014 rates and 2014 rates can be implemented per Section 12 below.

10.8 UNDERTAKE A COST ALLOCATION STUDY WHICH INCLUDES THE VOLUME BREAKPOINT REDUCTION PROPOSAL

(Complete Settlement)

In its EB-2011-0210 Decision, the Board directed Union to file a comprehensive cost allocation study to support Union's annual volume breakpoint reduction and rate block harmonization proposals for the Rate 01/Rate 10 and Rate M1/Rate M2 general service rate classes. The parties agree that they will jointly retain an independent consultant to conduct a study of the cost allocation and rate design associated with the Rate 01/Rate 10 and Rate M1/Rate M2 general service rate classes. The cost of the study will be borne by Union, but the independent consultant will be instructed and supervised by a joint committee of Union and representatives of the other parties. The study will be filed not later than Union's 2016 rate application. The parties reserve the right to take any position in relation to any of the recommendations made by the independent consultant. The parties further agree that any recommendation by the consultant to decrease the monthly customer charge attributable to any of the above rate classes would, in any event, not be implemented by Union prior to 2019.

The following parties agree with the settlement of this issue: BOMA, CME, CCC, Kitchener, Energy Probe, FRPO, IGUA, LPMA, NOVA, OAPPA, OGVG, SEC, Union, VECC

The following parties take no position: APPrO, OPA, Six Nations, TransCanada, TCE

Evidence References:

1. A/T5; B5.1; B5.2; B5.3

11 LEAMINGTON LINE PROJECT

(No Settlement)

Are Union's contracting practices with respect to the provision of distribution service that utilizes the Leamington Line Project appropriate (e.g. the practice of requiring customers to commit to a contractual aid to construct or minimum annual volume in connection with the Project)?

12 HOW SHOULD THE NEW RATES BE IMPLEMENTED?

(Complete Settlement)

Attached at Appendix A is a draft Rate Order. The parties agree that following Board approval of the Rate Order, Union, on a best efforts basis, will implement the Rate Order on June 1, 2014.

The following parties agree with the settlement of this issue: APPrO, BOMA, CME, CCC, Kitchener, Energy Probe, FRPO, IGUA, LPMA, NOVA, OAPPA, OGVG, SEC, Union, VECC

The following parties take no position: OPA, Six Nations, TransCanada, TCE

APPENDIX A

DRAFT RATE ORDER

DRAFT

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 for an order or orders approving or fixing
just and reasonable rates and other charges for the sale,
distribution, transmission, and storage of gas for the
period commencing January 1, 2014;

BEFORE:

XXXX
Presiding Member

DRAFT 2014 RATE ORDER

Union Gas Limited ("Union") filed an Application, Settlement Agreement and supporting evidence (collectively the "Agreement") with the Ontario Energy Board (the "Board") on July 31, 2013 under section 36 of the Ontario Energy Board Act, S.O. 1998 c. 15, Schedule B. The Application was for an order of the Ontario Energy Board approving or fixing a multi-year incentive rate mechanism to determine rates for the regulated distribution, transmission and storage of natural gas. The Board assigned file number EB-2013-0202 to the Application.

The Board held a hearing where Union presented the Agreement and responded to questions on October 3, 2013. The Board approved the Agreement on October 7, 2013.

The Board-approved Agreement sets out a multi-year incentive ratemaking mechanism ("IRM") for calendar years 2014 to 2018. The framework includes a price cap index ("PCI"), where rates are a function of: an inflation factor ("I"), a productivity factor ("X"), certain non-routine adjustments (Z factors), certain predetermined pass-throughs (Y factors), and an adjustment for normalized average consumption ("NAC") to reflect changes in consumption in the general service rate classes. The inflation factor used in Union's PCI mechanism is the actual year-over-year percentage change in the annualized average of four quarters (using Q2 to Q2) of Statistics Canada's Gross Domestic Product Implicit Price Index Final Domestic Demand ("GDP IPI FDD"). For 2014, the inflation factor is 1.27%. The productivity factor for the IRM term is expressed as a percentage of inflation. Specifically, for each year of the IRM term productivity is 60% of GDP IPI FDD. This results in an annual rate escalation factor, before the impacts of Y and Z factors and earnings sharing, of 40% of GDP IPI FDD. For 2014 rates, the X factor is 0.76% and the PCI is 0.51%. The items that will be treated as Y factors are:

- Cost of gas and upstream transportation costs as defined in EB-2011-0210;
- DSM budget changes as determined in EB-2011-0327 and any subsequent Board proceeding;

- Lost Revenue Adjustment Mechanism (“LRAM”) for the contract rate classes;
- Unaccounted for gas volume variances; and,
- Major capital additions.

Consistent with the Board-approved Agreement, Union will treat tax savings as a Z factor. Union will maintain an equal and symmetrical sharing of tax changes over the IRM term, sharing the impact of tax changes as 50:50 as applied to the tax level reflected in rates.

On October 22, 2013, Union filed an application to change rates effective January 1, 2014. The application was followed by evidence filed on October 31, 2013.

On December 20, 2013, the Board issued Procedural Order No. 1, which declared Union’s existing rates as interim effective January 1, 2014.

On March 17 to 19, 2014, the Board convened a Settlement Conference to discuss Union’s application and evidence. A partial Settlement Agreement was filed with the Board on April 24, 2014 with three issues being unresolved. The three unresolved issues, including the Allocation of Kirkwall Metering Costs, the Parkway Delivery Obligation and the Leamington Expansion project do not impact 2014 rates.

On XXXX, 2014, the Board issued its Decision approving the partial Settlement Agreement.

THE BOARD THEREFORE ORDERS THAT:

1. The rate changes set out in Appendix “A” and the rate schedules set out in Appendix “B” are approved effective January 1, 2014. Union shall implement these rates on June 1, 2014. For general service customers, Union will apply a prospective rate adjustment. For contract rates, Union will apply a one-time bill adjustment on June 1, 2014.
2. The rates pursuant to all contracts for interruptible service under Rates 25, M5A, M7, and T1 shall be adjusted by the amounts set out in Appendix “C”. Union shall implement 2014 changes in rates on June 1, 2014.
3. The customer notices in Appendix “D” shall be given to all customers with the first bill or invoice reflecting the new rate.
4. Union shall charge the fees as set out in Appendix “E” for non-energy charges.
5. Union shall maintain the following deferral accounts in accordance with Appendix “F”:

179-70	Short-term Storage and Other Balancing Services
179-75	Lost Revenue Adjustment Mechanism
179-100	Transportation Tolls and Fuel – Northern and Eastern Operations Area
179-103	Unbundled Services Unauthorized Storage Overrun
179-105	North Purchase Gas Variance Account

179-106	South Purchase Gas Variance Account
179-107	Spot Gas Variance Account
179-108	Unabsorbed Demand Cost (UDC) Variance Account
179-109	Inventory Revaluation Account
179-111	Demand Side Management Variance Account
179-112	Gas Distribution Access Rule (GDAR) Costs
179-115	Shared Savings Mechanism
179-117	Carbon Dioxide Offset Credits
179-118	Average Use Per Customer
179-120	IFRS Conversion Charges
179-123	Conservation Demand Management
179-126	Demand Side Management Incentive
179-127	Pension Charge on Transition to US GAAP
179-128	Gas Supply Plan Review - Consultant Cost
179-129	Preparation of Audited Utility Financial Statements
179-130	Upstream Transportation FT-RAM Optimization
179-131	Upstream Transportation Optimization
179-133	Normalized Average Consumption (NAC) Account
179-134	Tax Variance Deferral Account
179-135	Unaccounted for Gas (UFG) Volume Variance Account
179-136	Parkway West Project Costs

DATED at Toronto , 2014.

ONTARIO ENERGY BOARD

Kirsten Walli
Board Secretary

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UNION GAS LIMITED
Summary of Changes to Storage and Transportation Rates

Line No.	Particulars (\$/GJ)	EB-2014-0050 Approved April 1, 2014 Rate (a)	Rate Change (b)	EB-2013-0365 Approved Rate Rate (c)
	<u>M12 Transportation Service</u>			
	<u>Firm transportation</u>			
	Monthly demand charges:			
1	Dawn to Kirkwall	2.011	0.031	2.042
2	Dawn to Oakville/Parkway	2.382	0.038	2.420
3	Kirkwall to Parkway	0.372	0.006	0.378
4	F24-T	0.068		0.068
	<u>M12-X Firm Transportation</u>			
5	Between Dawn, Kirkwall and Parkway	2.961	0.047	3.008
	Commodity charges:			
6	Easterly	Note (1)		Note (1)
7	Westerly	Note (1)		Note (1)
8	Parkway (TCPL) to Parkway (Cons)	Note (1)		Note (1)
	<u>Limited Firm/Interruptible</u>			
	Monthly demand charges:			
9	Maximum	5.718	0.089	5.807
10	Commodity charges : Others	Note (1)		Note (1)
	<u>Authorized Overrun</u>			
	Transportation commodity charges:			
	Easterly:			
11	Dawn to Kirkwall - Union supplied fuel	Note (1)		Note (1)
12	Dawn to Oakville/Parkway - Union supplied fuel	Note (1)		Note (1)
13	Dawn to Kirkwall - Shipper supplied fuel	0.066 (1)	0.001	0.067 (1)
14	Dawn to Oakville/Parkway - Shipper supplied fuel	0.078 (1)	0.002	0.080 (1)
15	Kirkwall to Parkway - Union supplied fuel	Note (1)		Note (1)
16	Kirkwall to Parkway - Shipper supplied fuel	0.012		0.012
17	Westerly - Union supplied fuel	Note (1)		Note (1)
18	Westerly - Shipper supplied fuel	0.078 (1)	0.002	0.080 (1)
	<u>M12-X Firm Transportation</u>			
19	Between Dawn, Kirkwall and Parkway - Union supplied fuel	Note (1)		Note (1)
20	Between Dawn, Kirkwall and Parkway - Shipper supplied fuel	0.097 (1)	0.002	0.099 (1)
	<u>M13 Transportation of Locally Produced Gas</u>			
21	Monthly fixed charge per customer station	\$926.60	\$4.72	\$931.32
22	Transmission commodity charge to Dawn	0.034		0.034
23	Commodity charge - Union supplies fuel	0.009		0.009
24	Commodity charge - Shipper supplies fuel	Note (2)		Note (2)
25	Authorized Overrun - Union supplies fuel	0.078	0.000	0.078
26	Authorized Overrun - Shipper supplies fuel	0.069 (2)		0.069 (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-2014-0050 Approved April 1, 2014 Rate (a)	Rate Change (b)	EB-2013-0365 Approved Rate (c)
	<u>M16 Storage Transportation Service</u>			
1	Monthly fixed charge per customer station	\$1,474.12	\$7.51	\$1,481.63
	Monthly demand charges:			
2	East of Dawn	0.741	0.012	0.753
3	West of Dawn	1.059	0.006	1.065
4	Transmission commodity charge to Dawn	0.034		0.034
	Transportation Fuel Charges to Dawn:			
5	East of Dawn - Union supplied fuel	0.009		0.009
6	West of Dawn - Union supplied fuel	0.009		0.009
7	East of Dawn - Shipper supplied fuel	Note (1)		Note (1)
8	West of Dawn - Shipper supplied fuel	Note (1)		Note (1)
	Transportation Fuel Charges to Pools:			0.000
9	East of Dawn - Union supplied fuel	0.009		0.009
10	West of Dawn - Union supplied fuel	0.027		0.027
11	East of Dawn - Shipper supplied fuel	Note (1)		Note (1)
12	West of Dawn - Shipper supplied fuel	Note (1)		Note (1)
	<u>Authorized Overrun</u>			
	Transportation Fuel Charges to Dawn:			
13	East of Dawn - Union supplied fuel	0.068	0.001	0.069
14	West of Dawn - Union supplied fuel	0.078	0.000	0.078
15	East of Dawn - Shipper supplied fuel	0.058 (1)	0.001	0.059 (1)
16	West of Dawn - Shipper supplied fuel	0.069 (1)		0.069 (1)
	Transportation Fuel Charges to Pools:			
17	East of Dawn - Union supplied fuel	0.034	0.000	0.034
18	West of Dawn - Union supplied fuel	0.062	0.000	0.062
19	East of Dawn - Shipper supplied fuel	0.024 (1)	0.001	0.025 (1)
20	West of Dawn - Shipper supplied fuel	0.035 (1)		0.035 (1)
	<u>C1 - Cross Franchise Transportation Service</u>			
	<u>Transportation service</u>			
	Monthly demand charges:			
21	St. Clair / Bluewater & Dawn	1.059	0.006	1.065
22	Ojibway & Dawn	1.059	0.006	1.065
23	Parkway to Dawn	0.579	0.010	0.589
24	Parkway to Kirkwall	0.579	0.010	0.589
25	Kirkwall to Dawn	1.021	0.017	1.038
26	Dawn to Kirkwall	2.011	0.031	2.042
27	Dawn to Parkway	2.382	0.038	2.420
28	Kirkwall to Parkway	0.372	0.006	0.378
29	Dawn to Dawn-Vector	0.029		0.029
30	Dawn to Dawn-TCPL	0.134	0.001	0.135
	Short-term:			
31	Maximum	\$75.00		\$75.00
	Commodity charges:			
32	St. Clair / Bluewater & Dawn - Union supplied fuel (Nov. 1 - Mar. 31)	0.016		0.016
33	St. Clair / Bluewater & Dawn - Union supplied fuel (Apr. 1 - Oct. 31)	0.012		0.012
34	Ojibway & Dawn - Union supplied fuel (Nov. 1 - Mar. 31)	0.018		0.018
35	Ojibway & Dawn - Union supplied fuel (Apr. 1 - Oct. 31)	0.027		0.027
36	Parkway to Kirkwall / Dawn - Union supplied fuel (Nov. 1 - Mar. 31)	0.009		0.009
37	Parkway to Kirkwall / Dawn - Union supplied fuel (Apr. 1 - Oct. 31)	0.017		0.017
38	Kirkwall to Dawn - Union supplied fuel (Nov. 1 - Mar. 31)	0.009		0.009
39	Kirkwall to Dawn - Union supplied fuel (Apr. 1 - Oct. 31)	0.009		0.009
40	Dawn to Kirkwall - Union supplied fuel (Nov. 1 - Mar. 31)	0.045		0.045
41	Dawn to Kirkwall - Union supplied fuel (Apr. 1 - Oct. 31)	0.019		0.019
42	Dawn to Parkway - Union supplied fuel (Nov. 1 - Mar. 31)	0.060	0.001	0.061
43	Dawn to Parkway - Union supplied fuel (Apr. 1 - Oct.31)	0.032		0.032
44	Kirkwall to Parkway - Union supplied fuel (Nov. 1 - Mar. 31)	0.025		0.025
45	Kirkwall to Parkway - Union supplied fuel (Apr. 1 - Oct.31)	0.023		0.023

Notes:

(1) Plus customer supplied fuel per rate schedule.

UNION GAS LIMITED
Summary of Changes to Storage and Transportation Rates

Line No.	Particulars (\$/GJ)	EB-2014-0050 Approved April 1, 2014 Rate (a)	Rate Change (b)	EB-2013-0365 Approved Rate (c)
<u>C1 - Cross Franchise Transportation Service</u>				
<u>Transportation service cont'd</u>				
1	St. Clair / Bluewater & Dawn - Shipper supplied fuel (Nov. 1 - Mar. 31)	Note (1)		Note (1)
2	St. Clair / Bluewater & Dawn - Shipper supplied fuel (Apr. 1 - Oct. 31)	Note (1)		Note (1)
3	Ojibway & Dawn - Shipper supplied fuel (Nov. 1 - Mar. 31)	Note (1)		Note (1)
4	Ojibway & Dawn - Shipper supplied fuel (Apr. 1 - Oct. 31)	Note (1)		Note (1)
5	Parkway to Kirkwall / Dawn - Shipper supplied fuel (Nov. 1 - Mar. 31)	Note (1)		Note (1)
6	Parkway to Kirkwall / Dawn - Shipper supplied fuel (Apr. 1 - Oct. 31)	Note (1)		Note (1)
7	Kirkwall to Dawn - Shipper supplied fuel (Nov. 1 - Mar. 31)	Note (1)		Note (1)
8	Kirkwall to Dawn - Shipper supplied fuel (Apr. 1 - Oct. 31)	Note (1)		Note (1)
9	Dawn to Kirkwall - Shipper supplied fuel (Nov. 1 - Mar. 31)	Note (1)		Note (1)
10	Dawn to Kirkwall - Shipper supplied fuel (Apr. 1 - Oct. 31)	Note (1)		Note (1)
11	Dawn to Parkway - Shipper supplied fuel (Nov. 1 - Mar. 31)	Note (1)		Note (1)
12	Dawn to Parkway - Shipper supplied fuel (Apr. 1 - Oct.31)	Note (1)		Note (1)
13	Kirkwall to Parkway - Shipper supplied fuel (Nov. 1 - Mar. 31)	Note (1)		Note (1)
14	Kirkwall to Parkway - Shipper supplied fuel (Apr. 1 - Oct.31)	Note (1)		Note (1)
15	Dawn to Dawn-Vector - Shipper supplied fuel (Nov. 1 - Mar. 31)	Note (1)		Note (1)
16	Dawn to Dawn-Vector - Shipper supplied fuel (Apr. 1 - Oct . 31)	Note (1)		Note (1)
17	Dawn to Dawn-TCPL - Shipper supplied fuel (Nov. 1 - Mar. 31)	Note (1)		Note (1)
18	Dawn to Dawn-TCPL - Shipper supplied fuel (Apr. 1 - Oct . 31)	Note (1)		Note (1)
Interruptible commodity charges:				
19	Maximum	\$75.00		\$75.00
20	Dawn(Tecumseh), Dawn(Facilities or TCPL), Dawn (Vector) and Dawn (TSLE)	Note (1)		Note (1)
<u>Authorized Overrun</u>				
Firm transportation commodity charges:				
21	St. Clair / Bluewater & Dawn - Union supplied fuel (Nov. 1 - Mar. 31)	0.051		0.051
22	St. Clair / Bluewater & Dawn - Union supplied fuel (Apr. 1 - Oct. 31)	0.047		0.048
23	Ojibway & Dawn - Union supplied fuel (Nov. 1 - Mar. 31)	0.053		0.053
24	Ojibway & Dawn - Union supplied fuel (Apr. 1 - Oct. 31)	0.062		0.062
25	Parkway to Kirkwall / Dawn - Union supplied fuel (Nov. 1 - Mar. 31)	0.125		0.127
26	Parkway to Kirkwall / Dawn - Union supplied fuel (Apr. 1 - Oct. 31)	0.132		0.133
27	Kirkwall to Dawn - Union supplied fuel (Nov. 1 - Mar. 31)	0.052		0.052
28	Kirkwall to Dawn - Union supplied fuel (Apr. 1 - Oct. 31)	0.052		0.052
29	Dawn to Kirkwall - Union supplied fuel (Nov. 1 - Mar. 31)	0.148		0.150
30	Dawn to Kirkwall - Union supplied fuel (Apr. 1 - Oct. 31)	0.122		0.124
31	Dawn to Parkway - Union supplied fuel (Nov. 1 - Mar. 31)	0.172		0.169
32	Dawn to Parkway - Union supplied fuel (Apr. 1 - Oct.31)	0.147		0.148
33	Kirkwall to Parkway - Union supplied fuel (Nov. 1 - Mar. 31)	0.070		0.065
34	Kirkwall to Parkway - Union supplied fuel (Apr. 1 - Oct.31)	0.068		0.064
35	St. Clair / Bluewater & Dawn - Shipper supplied fuel (Nov. 1 - Mar. 31)	0.035 (1)		0.035 (1)
36	St. Clair / Bluewater & Dawn - Shipper supplied fuel (Apr. 1 - Oct. 31)	0.035 (1)		0.035 (1)
37	Ojibway & Dawn - Shipper supplied fuel (Nov. 1 - Mar. 31)	0.035 (1)		0.035 (1)
38	Ojibway & Dawn - Shipper supplied fuel (Apr. 1 - Oct. 31)	0.035 (1)		0.035 (1)
39	Parkway to Kirkwall / Dawn - Shipper supplied fuel (Nov. 1 - Mar. 31)	0.019 (1)		0.019 (1)
40	Parkway to Kirkwall / Dawn - Shipper supplied fuel (Apr. 1 - Oct. 31)	0.019 (1)		0.019 (1)
41	Kirkwall to Dawn - Shipper supplied fuel (Nov. 1 - Mar. 31)	0.034 (1)		0.034 (1)
42	Kirkwall to Dawn - Shipper supplied fuel (Apr. 1 - Oct. 31)	0.034 (1)		0.034 (1)
43	Dawn to Kirkwall - Shipper supplied fuel (Nov. 1 - Mar. 31)	0.066 (1)	0.001	0.067 (1)
44	Dawn to Kirkwall - Shipper supplied fuel (Apr. 1 - Oct. 31)	0.066 (1)	0.001	0.067 (1)
45	Dawn to Parkway - Shipper supplied fuel (Nov. 1 - Mar. 31)	0.078 (1)	0.002	0.080 (1)
46	Dawn to Parkway - Shipper supplied fuel (Apr. 1 - Oct.31)	0.078 (1)	0.002	0.080 (1)
47	Kirkwall to Parkway - Shipper supplied fuel (Nov. 1 - Mar. 31)	0.012 (1)		0.012 (1)
48	Kirkwall to Parkway - Shipper supplied fuel (Apr. 1 - Oct.31)	0.012 (1)		0.012 (1)
49	Dawn to Dawn-Vector - Shipper supplied fuel (Nov. 1 - Mar. 31)	0.001 (1)		0.001 (1)
50	Dawn to Dawn-Vector - Shipper supplied fuel (Apr. 1 - Oct . 31)	0.001 (1)		0.001 (1)
51	Dawn to Dawn-TCPL - Shipper supplied fuel (Nov. 1 - Mar. 31)	0.004 (1)		0.004 (1)
52	Dawn to Dawn-TCPL - Shipper supplied fuel (Apr. 1 - Oct . 31)	0.004 (1)		0.004 (1)
Short Term Firm transportation commodity charges:				
53	Maximum	\$75.00		\$75.00

Notes:

(1) Plus customer supplied fuel per rate schedule.



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2014-01-01
Rate 01A
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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 m³ 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	<u>Fort Frances</u>	<u>Western</u>	<u>Northern</u>	<u>Eastern</u>
Rate Schedule No.	201	101	301	601
<u>APPLICABLE TO ALL SERVICES</u>				
<u>MONTHLY CHARGE</u>	\$21.00	\$21.00	\$21.00	\$21.00
<u>DELIVERY CHARGE</u>	<u>¢ per m³</u>	<u>¢ per m³</u>	<u>¢ per m³</u>	<u>¢ per m³</u>
First 100 m ³ per month @	9.2384	9.2384	9.2384	9.2384
Next 200 m ³ per month @	8.8918	8.8918	8.8918	8.8918
Next 200 m ³ per month @	8.5351	8.5351	8.5351	8.5351
Next 500 m ³ per month @	8.2077	8.2077	8.2077	8.2077
Over 1,000 m ³ per month @	7.9373	7.9373	7.9373	7.9373
Delivery-Price Adjustment (All Volumes)	(0.7365) (1)	(0.7365) (1)	(0.7365) (1)	(0.7365) (1)

Notes:

(1) Includes a temporary credit of (0.7365) cents/m³ for the period of June 1, 2014, to December 31, 2014.



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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

The monthly late payment charge equal to 1.5% per month or 18% per annum (for an approximate effective rate of 19.56% per annum) multiplied by the total of all unpaid charges will be added to the bill if full payment is not received by the late payment effective date, which is 20 days after the bill has been issued.

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.

Effective

January 1, 2014
O.E.B. Order # EB-2013-0365

Chatham, Ontario

Supersedes EB-2014-0050 Rate Schedule effective April 1, 2014.



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2014-01-01
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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 m³ 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	<u>Fort Frances</u>	<u>Western</u>	<u>Northern</u>	<u>Eastern</u>
Rate Schedule No.	210	110	310	610
<u>APPLICABLE TO ALL SERVICES</u>				
<u>MONTHLY CHARGE</u>	\$70.00	\$70.00	\$70.00	\$70.00
<u>DELIVERY CHARGE</u>	<u>¢ per m³</u>	<u>¢ per m³</u>	<u>¢ per m³</u>	<u>¢ per m³</u>
First 1,000 m ³ per month @	7.3117	7.3117	7.3117	7.3117
Next 9,000 m ³ per month @	5.9820	5.9820	5.9820	5.9820
Next 20,000 m ³ per month @	5.2325	5.2325	5.2325	5.2325
Next 70,000 m ³ per month @	4.7462	4.7462	4.7462	4.7462
Over 100,000 m ³ per month @	2.9039	2.9039	2.9039	2.9039
Delivery-Price Adjustment (All Volumes)	(0.4674) (1)	(0.4674) (1)	(0.4674) (1)	(0.4674) (1)

Notes:

(1) Includes a temporary credit of (0.4674) cents/m³ for the period of June 1, 2014, to December 31, 2014.



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2014-01-01
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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

The monthly late payment charge equal to 1.5% per month or 18% per annum (for an approximate effective rate of 19.56% per annum) multiplied by the total of all unpaid charges will be added to the bill if full payment is not received by the late payment effective date, which is 20 days after the bill has been issued.

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 m³ 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.

Effective

January 1, 2014
O.E.B. Order # EB-2013-0365

Chatham, Ontario

Supersedes EB-2014-0050 Rate Schedule effective April 1, 2014.

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 m³ 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.

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)

<u>MONTHLY CHARGE</u>	\$987.27
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DELIVERY CHARGES (cents per month per m³)

Monthly Demand Charge for first 70,000 m ³ of Contracted Daily Demand	27.8830
Monthly Demand Charge for all units over 70,000 m ³ of Contracted Daily Demand	16.3966

Commodity Charge for first 852,000 m ³ of gas volumes delivered	0.5550
Commodity Charge for all units over 852,000 m ³ of gas volumes delivered	0.4090

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 (m³) determined in accordance with Union's Terms and Conditions in any month falls above or below 37.89 MJ per m³, 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 Rate Schedule No.	<u>Fort Frances</u> 220	<u>Western</u> 120	<u>Northern</u> 320	<u>Eastern</u> 620
<u>MONTHLY CHARGE</u>	\$987.27	\$987.27	\$987.27	\$987.27
<u>DELIVERY CHARGES</u>	<u>cents per m³</u>	<u>cents per m³</u>	<u>cents per m³</u>	<u>cents per m³</u>
Commodity Charge for each unit of gas volumes delivered	2.3884	2.3884	2.3884	2.3884

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 \$220.55

BUNDLED (T-SERVICE) STORAGE SERVICE CHARGES

Monthly Demand Charge for each unit of Contracted Daily Storage Withdrawal Entitlement (\$/GJ/Month) \$9.692

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) \$0.157

Authorized Overrun Commodity Charge on each additional unit of gas Union authorizes for withdrawal from storage (\$/GJ) \$0.476

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.

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.



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DELAYED PAYMENT

The monthly late payment charge equal to 1.5% per month or 18% per annum (for an approximate effective rate of 19.56% per annum) multiplied by the total of all unpaid charges will be added to the bill if full payment is not received by the late payment effective date, which is 20 days after the bill has been issued.

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.

Effective

January 1, 2014
O.E.B. Order # EB-2013-0365

Chatham, Ontario

Supersedes EB-2014-0050 Rate Schedule effective April 1, 2014.

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 m³ or more or the interruptible portion of a maximum daily requirement for combined firm and interruptible service is 14,000 m³ 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 CHARGESAPPLICABLE TO ALL SERVICES – ALL ZONES (1)MONTHLY CHARGE

\$360.72

DELIVERY CHARGEScents per m³

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:

4.8459

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.



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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 (m³) determined in accordance with Union's Terms and Conditions in any month falls above or below 37.89 MJ per m³, 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.

\$220.55

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

The monthly late payment charge equal to 1.5% per month or 18% per annum (for an approximate effective rate of 19.56% per annum) multiplied by the total of all unpaid charges will be added to the bill if full payment is not received by the late payment effective date, which is 20 days after the bill has been issued.

SERVICE AGREEMENT

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



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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.

Effective

January 1, 2014
O.E.B. Order # EB-2013-0365

Chatham, Ontario

Supersedes EB-2014-0050 Rate Schedule effective April 1, 2014.



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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.



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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.

Effective

January 1, 2014
O.E.B. Order # EB-2013-0365

Chatham, Ontario

Supersedes EB-2014-0050 Rate Schedule effective April 1, 2014.

**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 m³ 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.

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.



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MONTHLY RATES AND CHARGES

APPLICABLE TO ALL SERVICES - ALL ZONES (1)

<u>MONTHLY CHARGE</u>	\$1,477.44
<u>DELIVERY CHARGES</u> (cents per Month per m ³ of Daily Contract Demand)	
Monthly Demand Charge for each unit of Contracted Daily Demand	15.3755
Commodity Charge for each unit of gas volumes delivered (cents/m ³)	0.2164

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 (m³) determined in accordance with Union's Terms and Conditions in any month falls above or below 37.89 MJ per m³, 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	<u>Fort Frances</u>	<u>Western</u>	<u>Northern</u>	<u>Eastern</u>
Rate Schedule No.	2100	1100	3100	6100
<u>MONTHLY CHARGE</u>	\$1,477.44	\$1,477.44	\$1,477.44	\$1,477.44
<u>DELIVERY CHARGES</u>	<u>cents per m³</u>	<u>cents per m³</u>	<u>cents per m³</u>	<u>cents per m³</u>
Commodity Charge for each unit of gas volumes delivered	0.9386	0.9386	0.9386	0.9386

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 \$220.55

BUNDLED (T-SERVICE) STORAGE SERVICE CHARGES

Monthly Demand Charge for each unit of Contracted Daily Storage Withdrawal Entitlement (\$/GJ/Month) \$9.692

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) \$0.157

Authorized Overrun Commodity Charge on each additional unit of gas Union authorizes for withdrawal from storage (\$/GJ) \$0.476

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.

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.



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DELAYED PAYMENT

The monthly late payment charge equal to 1.5% per month or 18% per annum (for an approximate effective rate of 19.56% per annum) multiplied by the total of all unpaid charges will be added to the bill if full payment is not received by the late payment effective date, which is 20 days after the bill has been issued.

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.

Effective

January 1, 2014
O.E.B. Order # EB-2013-0365

Chatham, Ontario

Supersedes EB-2014-0050 Rate Schedule effective April 1, 2014.

**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)	\$0.086
Fuel Ratio	
Applied to all gas injected and withdrawn from storage (%)	0.397%
Commodity Charge	
Applied to all gas injected and withdrawn from storage (\$ per GJ)	\$0.027

UNBUNDLED STORAGE SERVICE AUTHORIZED OVERRUN CHARGES

Fuel Ratio	
Applied to all gas injected and withdrawn from storage (%)	0.857%
Commodity Charge	
Applied to all gas injected and withdrawn from storage (\$ per GJ)	\$0.054

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	<u>Fort Frances</u>	<u>Western</u>	<u>Northern</u>	<u>Eastern</u>
<u>Delivery Service to Storage Facilities (1)</u>				
Demand Charge (\$/GJ/month)	N/A	\$23.187	\$9.083	\$0.908
Commodity (\$/GJ)	N/A	\$0.049	\$0.023	\$0.008
<u>Redelivery Service from Storage Facilities</u>				
Demand Charge (\$/GJ/month)	\$1.807	\$1.807	\$1.807	\$7.876
Commodity (\$/GJ)	N/A	\$0.035	\$0.035	\$0.049

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

The monthly late payment charge equal to 1.5% per month or 18% per annum (for an approximate effective rate of 19.56% per annum) multiplied by the total of all unpaid charges will be added to the bill if full payment is not received by the late payment effective date, which is 20 days after the bill has been issued.

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.

Effective

January 1, 2014
O.E.B. Order # EB-2013-0365

Chatham, Ontario

Supersedes EB-2014-0050 Rate Schedule effective April 1, 2014.



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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 m³ 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		\$21.00
b)	Delivery Charge		
	First	100 m ³	3.8750 ¢ per m ³
	Next	150 m ³	3.6761 ¢ per m ³
	All Over	250 m ³	3.1796 ¢ per m ³
	Delivery – Price Adjustment (All Volumes)		0.0917 ¢ per m ³
c)	Storage Charge (if applicable)		0.7491 ¢ per m ³
	Storage - Price Adjustment (All Volumes)		0.0213 ¢ 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.

Notes:

- (1) The Delivery Price Adjustment includes a temporary charge of 0.0917 cents/m³ for the period of June 1, 2014 to December 31, 2014
- (2) The Storage Price Adjustment includes a temporary charge of 0.0213 cents/m³ for the period of June 1, 2014 to December 31, 2014

(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

(E) Delayed Payment

The monthly late payment charge equal to 1.5% per month or 18% per annum (for an approximate effective rate of 19.56% per annum) multiplied by the total of all unpaid charges will be added to the bill if full payment is not received by the late payment effective date, which is 20 days after the bill has been issued.

**(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 4.6241 ¢ 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.

<u>Zone</u>	<u>Assumed Atmospheric Pressure kPa</u>
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

Effective

January 1, 2014
O.E.B. Order # EB-2013-0365

Chatham, Ontario

Supersedes EB-2014-0050 Rate Schedule effective April 1, 2014.

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 m³ 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	3.6661 ¢ per m ³	
	Next	6 000 m ³	3.5993 ¢ per m ³	
	Next	13 000 m ³	3.4044 ¢ per m ³	
	All Over	20 000 m ³	3.1651 ¢ per m ³	
	Delivery – Price Adjustment (All Volumes)		(0.7010) ¢ per m ³	(1)
c)	Storage Charge (if applicable)		0.6624 ¢ per m ³	
	Storage - Price Adjustment (All Volumes)		(0.1379) ¢ per m ³	(2)
	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.

Notes:

- (1) The Delivery Price Adjustment includes a temporary credit of (0.7010) cents/m³ for the period of June 1, 2014 to December 31, 2014
- (2) The Storage Price Adjustment includes a temporary credit of (0.1379) cents/m³ for the period of June 1, 2014 to December 31, 2014

(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.

(E) Delayed Payment

The monthly late payment charge equal to 1.5% per month or 18% per annum (for an approximate effective rate of 19.56% per annum) multiplied by the total of all unpaid charges will be added to the bill if full payment is not received by the late payment effective date, which is 20 days after the bill has been issued.

**(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 4.3285 ¢ 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.

<u>Zone</u>	<u>Assumed Atmospheric Pressure kPa</u>
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

Effective

January 1, 2014
O.E.B. Order # EB-2013-0365

Chatham, Ontario

Supersedes EB-2014-0050 Rate Schedule effective April 1, 2014.

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 2 400 m³ and 60 000 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 m ³ of daily contracted demand	46.8295 ¢ per m ³
	Next	19 700 m ³ of daily contracted demand	20.9972 ¢ per m ³
	All Over	28 150 m ³ of daily contracted demand	17.6406 ¢ per m ³
(ii)	A Monthly Delivery Commodity Charge		
	First 422 250 m ³ delivered per month		1.0330 ¢ per m ³
	Next volume equal to 15 days use of daily contracted demand		1.0330 ¢ per m ³
	For remainder of volumes delivered in the month		0.4750 ¢ per m ³
	Delivery- Price Adjustment (All Volumes)		0.0000 ¢ 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"

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 2.5726 ¢ 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 4.6241 ¢ 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. Firm 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 firm 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 1.2251 ¢ 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.

**4. Interruptible Service**

Union may agree, in its sole discretion, to combine a firm service with an interruptible service provided that the amount of interruptible volume to be delivered and agreed upon by Union and the customer shall be no less than 350,000 m³ per year.

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

<u>Daily Contracted Demand Level (CD)</u>	<u>Price per m³</u>
2 400 m ³ ≤ CD < 17 000 m ³	2.6248 ¢ per m ³
17 000 m ³ ≤ CD < 30 000 m ³	2.4949 ¢ per m ³
30 000 m ³ ≤ CD < 50 000 m ³	2.4266 ¢ per m ³
50 000 m ³ ≤ CD ≤ 60 000 m ³	2.3787 ¢ per m ³

Delivery- Price Adjustment (All Volumes) ~~2.3787~~ ¢ per m³

(ii) Days Use of Interruptible Contract Demand

The price determined under Paragraph 4(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 \$683.97 per month

- b) 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 350 000 m³ 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 2.8169 ¢ per m³, 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.

- c) 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 4.6241 ¢ 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.



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(D) Delayed Payment

The monthly late payment charge equal to 1.5% per month or 18% per annum (for an approximate effective rate of 19.56% per annum) multiplied by the total of all unpaid charges will be added to the bill if full payment is not received by the late payment effective date, which is 20 days after the bill has been issued.

(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,

(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.

Effective

January 1, 2014
O.E.B. Order # EB-2013-0365

Chatham, Ontario

Supersedes EB-2014-0050 Rate Schedule effective April 1, 2014.

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 2 400 m³ and 60 000 m³ 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

<u>Daily Contracted Demand Level (CD)</u>	<u>Price per m³</u>
2 400 m ³ ≤ CD < 17 000 m ³	2.6248 ¢ per m ³
17 000 m ³ ≤ CD < 30 000 m ³	2.4949 ¢ per m ³
30 000 m ³ ≤ CD < 50 000 m ³	2.4266 ¢ per m ³
50 000 m ³ ≤ CD ≤ 60 000 m ³	2.3787 ¢ per m ³

Delivery- Price Adjustment (All Volumes)	0.0000 ¢ per m ³
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(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

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	\$683.97 per month
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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 350 000 m³ 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 2.8169 ¢ per m³, 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 4.6241 ¢ 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.

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 28.3977 ¢ per m³.
- 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 28.3977 ¢ per m³ of daily contracted demand and a delivery commodity price adjustment of 0.0000 ¢ per m³.
- c) The interruptible commodity charge will be established under Clause 1 of this schedule.

(D) Delayed Payment

The monthly late payment charge equal to 1.5% per month or 18% per annum (for an approximate effective rate of 19.56% per annum) multiplied by the total of all unpaid charges will be added to the bill if full payment is not received by the late payment effective date, which is 20 days after the bill has been issued.

(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.

Effective

January 1, 2014
O.E.B. Order # EB-2013-0365

Chatham, Ontario

Supersedes EB-2014-0050 Rate Schedule effective April 1, 2014.



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 60 000 m³; and
- b) who has site specific energy measuring equipment that will be used in determining energy balances.

(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 25.5491 ¢ per m³ for each m³ of daily contracted firm demand.

(ii) A Monthly Delivery Commodity Charge

(1) A Monthly Firm Delivery Commodity Charge for all firm volumes of 0.3637 ¢ per m³ for each m³, and a Delivery - Price Adjustment of 0.0000 ¢ per m³.

(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 4.0752 ¢ per m³, and a Delivery - Price Adjustment of 0.0000 ¢ per m³.

(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 3.8311 ¢ per m³, and a Delivery - Price Adjustment of 0.0000 ¢ 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".



(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 m³ 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 2.9617 ¢ per m³ and the total gas supply charge for utility sales provided in Schedule "A" per m³, 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

The monthly late payment charge equal to 1.5% per month or 18% per annum (for an approximate effective rate of 19.56% per annum) multiplied by the total of all unpaid charges will be added to the bill if full payment is not received by the late payment effective date, which is 20 days after the bill has been issued.

(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.

Effective

January 1, 2014
O.E.B. Order # EB-2013-0365

Chatham, Ontario

Supersedes EB-2014-0050 Rate Schedule effective April 1, 2014.

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 15.2792 ¢ 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 0.2362 ¢ per m³, a Delivery Price Adjustment of 0.0000 ¢ 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

The monthly late payment charge equal to 1.5% per month or 18% per annum (for an approximate effective rate of 19.56% per annum) multiplied by the total of all unpaid charges will be added to the bill if full payment is not received by the late payment effective date, which is 20 days after the bill has been issued.

(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 0.7385 ¢ 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.



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(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.

Effective

January 1, 2014
O.E.B. Order # EB-2013-0365

Chatham, Ontario

Supersedes EB-2014-0050 Rate Schedule effective April 1, 2014.



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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 4.9922 ¢ per m³ 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

The monthly late payment charge equal to 1.5% per month or 18% per annum (for an approximate effective rate of 19.56% per annum) multiplied by the total of all unpaid charges will be added to the bill if full payment is not received by the late payment effective date, which is 20 days after the bill has been issued.

(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 4.6241 ¢ per m³ for the delivery and, if applicable, the total gas supply charge for utility sales provided in Schedule "A" per m³, plus 7 ¢ per m³ 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.

Effective

January 1, 2014
O.E.B. Order # EB-2013-0365

Chatham, Ontario

Supersedes EB-2014-0050 Rate Schedule effective April 1, 2014.



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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

	<u>Demand Charge Rate/GJ/month</u>	<u>Commodity Charges/Credits Rate/GJ</u>
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	\$2.156	
Backstop Gas Commodity Charge On all quantities supplied by Union to the Ontario Point(s) of Receipt		\$6.007
c) Reasonable Efforts Backstop Gas Paid on all quantities of gas supplied by Union to the customer's Point(s) of Consumption		\$6.788
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		\$2.558
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 qualifying annual transportation volume for combined firm and interruptible service is at least 2 500 000 m³ or greater and has a daily firm contracted demand up to 140,870 m³; 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 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:

	Demand Charge <u>Rate/GJ/mo</u>	Commodity Charge <u>Rate/GJ</u>	For Customers Providing Their Own Compressor Fuel Fuel <u>Ratio</u>	Commodity Charge <u>Rate/GJ</u>
a) Annual Firm Storage Space				
Applied to contracted Maximum				
Annual Storage Space	\$0.011			
b) Annual Firm Injection/Withdrawal Right:				
Applied to the contracted Maximum				
Annual Firm Injection/Withdrawal Right				
Union provides deliverability Inventory	\$1.688			
Customer provides deliverability Inventory (4)	\$1.210			
c) Incremental Firm Injection Right:				
Applied to the contracted Maximum				
Incremental Firm Injection Right	\$1.210			
d) Annual Interruptible Withdrawal Right:				
Applied to the contracted Maximum				
Annual Interruptible Withdrawal Right	\$1.210			



	Demand Charge <u>Rate/GJ/mo</u>	Commodity Charge <u>Rate/GJ</u>	For Customers Providing Their Own Compressor Fuel	
			Fuel <u>Ratio</u>	Commodity Charge <u>Rate/GJ</u>
e) Withdrawal Commodity Paid on all quantities withdrawn from storage up to the Maximum Daily Storage Withdrawal Quantity		\$0.032	0.397%	\$0.008
f) Injection Commodity Paid on all quantities injected into storage up to the Maximum Daily Storage Injection Quantity		\$0.032	0.397%	\$0.008
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 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.

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 <u>Rate/m³/mo</u>	Commodity Charge <u>Rate/m³</u>	For Customers Providing Their Own Compressor Fuel	
			Fuel Ratio (5)	Commodity Charge <u>Rate/m³</u>
a) Annual Firm Transportation Demand Applied to the Firm Daily Contract Demand				
First 28,150 m ³ per month	32.1516 ¢			
Next 112,720 m ³ per month	22.2131 ¢			
b) Firm Transportation Commodity Paid on all firm quantities redelivered to the customer's Point(s) of Consumption				
Commodity Charge (All volumes)		0.1313 ¢	0.251%	0.0720 ¢
c) Interruptible Transportation Commodity Paid on all interruptible quantities redelivered to the customer's Point(s) of Consumption				
Maximum		4.0752 ¢	0.251%	4.0158 ¢

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. 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.
3. 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.
4. 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.
5. 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 its 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 <u>Fuel</u>	For Customers Providing Their Own Compressor Fuel <u>Firm or Interruptible Service</u>	
	Firm or Interruptible <u>Service</u>	Fuel <u>Ratio</u>	Commodity <u>Charge</u>
Storage Injections	\$0.116/GJ	0.857%	\$0.063/GJ
Storage Withdrawals	\$0.116/GJ	0.857%	\$0.063/GJ
Transportation	1.1884 ¢/m ³	0.251%	1.1290 ¢/m ³

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 4.6241 ¢ per m³ or \$1.208 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 <u>Rate/GJ</u>
Space	\$6.000
Injection / Withdrawal Maximum	\$6.000



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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	\$1,932.35
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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

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. Additional Service Information

Additional information on Union's T1 service offering can be found at:

The additional information consists of, but is not limited to, the following:

www.uniongas.com/business/account-services/unionline/contracts-rates/T1-service-features

- 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

The monthly late payment charge equal to 1.5% per month or 18% per annum (for an approximate effective rate of 19.56% per annum) multiplied by the total of all unpaid charges will be added to the bill if full payment is not received by the late payment effective date, which is 20 days after the bill has been issued.

Effective

January 1, 2014
O.E.B. Order # EB-2013-0365

Chatham, Ontario

Supersedes EB-2014-0050 Rate Schedule effective April 1, 2014.

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) who has a daily firm contracted demand of at least 140 870 m³. Firm and/or interruptible daily contracted demand of less than 140,870 m³ cannot be combined for the purposes of qualifying for this rate class; 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 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:

	Demand Charge <u>Rate/GJ/mo</u>	Commodity Charge <u>Rate/GJ</u>	<u>For Customers Providing Their Own Compressor Fuel</u>	
			<u>Fuel Ratio</u>	<u>Commodity Charge Rate/GJ</u>
a) Annual Firm Storage Space				
Applied to contracted Maximum				
Annual Storage Space	\$0.011			
b) Annual Firm Injection/Withdrawal Right:				
Applied to the contracted Maximum				
Annual Firm Injection/Withdrawal Right				
Union provides deliverability Inventory	\$1.688			
Customer provides deliverability Inventory (4)	\$1.210			
c) Incremental Firm Injection Right:				
Applied to the contracted Maximum				
Incremental Firm Injection Right	\$1.210			
d) Annual Interruptible Withdrawal Right:				
Applied to the contracted Maximum				
Annual Interruptible Withdrawal Right	\$1.210			



	Demand Charge <u>Rate/GJ/mo</u>	Commodity Charge <u>Rate/GJ</u>	For Customers Providing Their Own Compressor Fuel	
			Fuel Ratio	Commodity Charge <u>Rate/GJ</u>
e) Withdrawal Commodity Paid on all quantities withdrawn from storage up to the Maximum Daily Storage Withdrawal Quantity		\$0.032	0.397%	\$0.008
f) Injection Commodity Paid on all quantities injected into storage up to the Maximum Daily Storage Injection Quantity		\$0.032	0.397%	\$0.008
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 m³/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 m³/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 <u>Rate/m³/mo</u>	Commodity Charge <u>Rate/m³</u>	For Customers Providing Their Own Compressor Fuel	
			Fuel Ratio (5) (6)	Commodity Charge <u>Rate/m³</u>
a) Annual Firm Transportation Demand Applied to the Firm Daily Contract Demand First 140,870 m ³ per month All over 140,870 m ³ per month	20.3436 ¢ 10.7608 ¢			
b) Firm Transportation Commodity Paid on all firm quantities redelivered to the customer's Point(s) of Consumption Commodity Charge (All volumes)		0.0664 ¢	0.248%	0.0078 ¢
c) Interruptible Transportation Commodity Paid on all interruptible quantities redelivered to the customer's Point(s) of Consumption Maximum		4.0752 ¢	0.248%	4.0166 ¢

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 m³/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 m³/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 m³/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 its 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 <u>Fuel</u>	For Customers Providing Their Own Compressor Fuel <u>Firm or Interruptible Service</u>	
	Firm or Interruptible <u>Service</u>	Fuel <u>Ratio</u>	Commodity <u>Charge</u>
Storage Injections	\$0.116/GJ	0.857%	\$0.063/GJ
Storage Withdrawals	\$0.116/GJ	0.857%	\$0.063/GJ
Transportation	0.7352 ¢/m ³	0.248%	0.6766 ¢/m ³

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 4.6241 ¢ per m³ or \$1.208 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 <u>Rate/GJ</u>
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	\$6,013.02
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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 m³/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/business/account-services/unionline/contracts-rates/T1-service-features

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 m³/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 \$0.068/GJ/day/month multiplied by the non-obligated daily contract quantity.

5. Additional Service Information

Additional information on Union's T2 service offering can be found at:

The additional information consists of, but is not limited to, the following:

www.uniongas.com/business/account-services/unionline/contracts-rates/T1-service-features

- 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.



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(D) Delayed Payment

The monthly late payment charge equal to 1.5% per month or 18% per annum (for an approximate effective rate of 19.56% per annum) multiplied by the total of all unpaid charges will be added to the bill if full payment is not received by the late payment effective date, which is 20 days after the bill has been issued.

Effective

January 1, 2014
O.E.B. Order # EB-2013-0365

Chatham, Ontario

Supersedes EB-2014-0050 Rate Schedule effective April 1, 2014.

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 m³ 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:

	Demand Charge <u>Rate/GJ/mo</u>	Commodity Charge <u>Rate/GJ</u>	<u>For Customers Providing Their Own Compressor Fuel</u>	
			<u>Fuel Ratio</u>	<u>Commodity Charge Rate/GJ</u>
a) Annual Firm Storage Space Applied to contracted Maximum Annual Storage Space	\$0.011			
b) Annual Firm Injection/Withdrawal Right: Applied to the contracted Maximum Annual Firm Injection/Withdrawal Right Union provides deliverability Inventory	\$1.688			
Customer provides deliverability Inventory (4)	\$1.210			
c) Incremental Firm Injection Right: Applied to the contracted Maximum Incremental Firm Injection Right	\$1.210			
d) Annual Interruptible Withdrawal Right: Applied to the contracted Maximum Annual Interruptible Withdrawal Right	\$1.210			



	Demand Charge <u>Rate/GJ/mo</u>	Commodity Charge <u>Rate/GJ</u>	For Customers Providing Their Own Compressor Fuel	
			Fuel <u>Ratio</u>	Commodity Charge <u>Rate/GJ</u>
e) Withdrawal Commodity Paid on all quantities withdrawn from storage up to the Maximum Daily Storage Withdrawal Quantity		\$0.032	0.397%	\$0.008
f) Injection Commodity Paid on all quantities injected into storage up to the Maximum Daily Storage Injection Quantity		\$0.032	0.397%	\$0.008
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 <u>Rate/m³/mo</u>	Commodity Charge <u>Rate/m³</u>	For Customers Providing Their Own Compressor Fuel	
			Fuel <u>Ratio</u>	Commodity Charge <u>Rate/m³</u>
a) Annual Firm Transportation Demand (1) Applied to the Firm Daily Contract Demand	9.4605 ¢			
b) Firm Transportation Commodity Paid on all firm quantities redelivered to the Customer's Point(s) of Redelivery		0.0784 ¢	0.286%	0.0107 ¢

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 its 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 <u>Fuel</u>	For Customers Providing Their Own Compressor Fuel <u>Firm or Interruptible Service</u>	
	Firm or Interruptible <u>Service</u>	<u>Fuel Ratio</u>	<u>Commodity Charge</u>
Storage Injections	\$0.116/GJ	0.857%	\$0.063/GJ
Storage Withdrawals	\$0.116/GJ	0.857%	\$0.063/GJ
Transportation	0.3894 ¢/m ³	0.286%	0.3218 ¢/m ³

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 \$9.402 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 <u>Rate/GJ</u>
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:

	<u>Monthly Charge</u>
City of Kitchener	\$ 20,358.77
NRG	\$ 3,125.28
Six Nations	\$ 1,041.76

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

The monthly late payment charge equal to 1.5% per month or 18% per annum (for an approximate effective rate of 19.56% per annum) multiplied by the total of all unpaid charges will be added to the bill if full payment is not received by the late payment effective date, which is 20 days after the bill has been issued.

Effective

January 1, 2014
O.E.B. Order # EB-2013-0365

Chatham, Ontario

Supersedes EB-2014-0050 Rate Schedule effective April 1, 2014.

**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 <u>Rate/GJ/mo</u>	Fuel <u>Ratio</u>	Commodity Charge <u>Rate/GJ</u>
i) Standard Storage Service (SSS)			
a) Combined Storage Space & Deliverability Applied to contracted Maximum Storage Space	\$0.024		
b) Injection Commodity		0.397%	\$0.026
c) Withdrawal Commodity		0.397%	\$0.026
ii) Standard Peaking Service (SPS)			
a) Combined Storage Space & Deliverability Applied to contracted Maximum Storage Space	\$0.117		
b) Injection Commodity		0.397%	\$0.026
c) Withdrawal Commodity		0.857%	\$0.026



	Demand Charge <u>Rate/GJ/mo</u>	Fuel <u>Ratio</u>	Commodity Charge <u>Rate/GJ</u>
iii) Supplemental Service			
a) Incremental Firm Injection Right: (5) Applied to the contracted Maximum Incremental Firm Injection Right	\$1.053		
b) Incremental Firm Withdrawal Right: (5) Applied to the contracted Maximum Incremental Firm Withdrawal Right	\$1.053		
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.



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OVERRUN SERVICE

1. Injection and Withdrawal

Authorized

	<u>Fuel Ratio</u>	<u>Commodity Charge Rate/GJ</u>
Injection	0.857%	\$0.061
Withdrawal	0.857%	\$0.061

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

The monthly late payment charge equal to 1.5% per month or 18% per annum (for an approximate effective rate of 19.56% per annum) multiplied by the total of all unpaid charges will be added to the bill if full payment is not received by the late payment effective date, which is 20 days after the bill has been issued.

Effective

January 1, 2014
O.E.B. Order # EB-2013-0365

Chatham, Ontario

Supersedes EB-2014-0050 Rate Schedule effective April 1, 2014.



TRANSPORTATION RATES

(A) **Applicability**

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

Applicable Points

Dawn as a receipt point: Dawn (TCPL), Dawn (Facilities), Dawn (Tecumseh), Dawn (Vector) and Dawn (TSLE).

Dawn as a delivery point: Dawn (Facilities).

(B) **Services**

Transportation Service under this rate schedule shall be for transportation on Union's Dawn - Trafalgar 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) <u>Rate/GJ</u>	Commodity and Fuel Charges Fuel Ratio %	<u>AND</u>	Commodity Charge <u>Rate/GJ</u>
<u>Firm Transportation (1)</u>				
Dawn to Parkway	\$2.420	Monthly fuel rates and ratios shall be in accordance with schedule "C".		
Dawn to Kirkwall	\$2.042			
Kirkwall to Parkway	\$0.378			
Parkway to Dawn	n/a			
<u>M12-X Firm Transportation</u>				
Between Dawn, Kirkwall and Parkway	\$3.008	Monthly fuel rates and ratios shall be in accordance with schedule "C".		
<u>Limited Firm/Interruptible Transportation (1)</u>				
Dawn to Parkway – Maximum	\$5.807	Monthly fuel rates and ratios shall be in accordance with schedule "C".		
Dawn to Kirkwall – Maximum	\$5.807			
Parkway (TCPL) to Parkway (Cons) (2)		0.154%		

Authorized Ovrerrun (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.

	If Union supplies fuel Commodity Charge <u>Rate/GJ</u>	Commodity and Fuel Charges Fuel Ratio %	<u>AND</u>	Commodity Charge <u>Rate/GJ</u>
Transportation Ovrerrun				
Dawn to Parkway		Monthly fuel rates and ratios shall be in accordance with schedule "C".		\$0.080
Dawn to Kirkwall				\$0.067
Kirkwall to Parkway				\$0.012
Parkway to Dawn				\$0.080
Parkway (TCPL) Ovrerrun (4)	n/a	0.652%		n/a
M12-X Firm Transportation				
Between Dawn, Kirkwall and Parkway		Monthly fuel rates and ratios shall be in accordance with schedule "C".		\$0.099

**(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 \$0.068/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)

$$YCR = \sum_{1}^{4} [(0.001537 \times (QT1 + QT3)) + (DSFx(QT1 + QT3)) + F_{ST}] \text{ For June 1 to Sept. 30}$$

plus

$$\sum_{5}^{12} [0.001537 \times (QT1 + QT3)) + (DWFxQT1) + F_{WT}] \text{ For Oct. 1 to May 31}$$

$$YCRR = \sum_{1}^{4} [(0.001537 \times (QT1 + QT3)) + (DSFx(QT1 + QT3)) + F_{ST}] \times R \text{ For June 1 to Sept. 30}$$

plus

$$\sum_{5}^{12} [(0.001537 \times (QT1 + QT3)) + (DWFxQT1) + F_{WT}] \times R \text{ For Oct. 1 to May 31}$$

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 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-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.



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(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.

Effective

January 1, 2014

Chatham, Ontario

O.E.B. Order # EB-2013-0365

Supersedes EB-2014-0050 Rate Schedule effective April 1, 2014.

**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/m³) 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. "m³" shall mean cubic metre of gas and "10³m³" 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;

19. "cricondenthem hydrocarbon dewpoint" shall mean the highest hydrocarbon dewpoint temperature on the phase envelope;
20. "hydrocarbon dewpoint" shall mean temperature at a specific pressure where hydrocarbon vapour condensation begins;
21. "specific gravity" shall mean density of the gas divided by density of air, with both at a temperature of 15 degrees Celsius, and at a pressure of 101.325 kilopascals absolute;
22. "Wobbe Number" shall mean gross heating value of the gas divided by the square root of its specific gravity.

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 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 bacteria, 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,
 - 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 four (0.4) molar percent by volume of oxygen in the gas,
 - f. shall not contain more than zero point five (0.5) molar percent by volume of carbon monoxide 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 gas,
 - i. shall not have a cricondenthem hydrocarbon dewpoint exceeding minus eight (-8) degrees Celsius,
 - j. shall have Wobbe Number from forty seven point fifty (47.50) megajoules per cubic metre of gas to fifty one point forty six (51.46) megajoules per cubic metre of gas, maximum of one point five (1.5) mole percent by volume of butane plus (C4+) in the gas, and maximum of four point zero (4.0) mole percent by volume of total inerts in the gas in order to be interchangeable with other Interconnecting Pipeline gas.
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 this Article II.
4. **Quality of Gas Received:** The quality of the gas to be received by Union hereunder is to be of a merchantable quality and in accordance with the quality 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 (m³) or one thousand cubic metres (10³m³) 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), RSC 1985, c E-4- (the "**Act**") and the Electricity and Gas Inspection Regulations, SOR 86/131 (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 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 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 (10) 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 notifies 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.

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, lightning, 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, it will be necessary for Union to curtail Shipper's gas receipts to Union hereunder, via proration based on utilization of such facilities for the Day. This prorating shall be determined by multiplying the capability of such facilities as available downstream of the impairment on the Day, by a fraction where the numerator is Shipper's nominated firm quantity and the denominator is the total of all such nominated firm quantities for nominated services and planned consumption for in-franchise customers on the Day. For the purposes of this Article XI, firm services shall mean all firm services provided by Union to in-franchise customers and ex-franchise shippers.

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.

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;

"Business Day" shall mean any day, other than Saturday, Sunday or any days on which national banks in the Province of Ontario are authorized to close;

"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;

"cricondentherm hydrocarbon dewpoint" shall mean the highest hydrocarbon dewpoint temperature on the phase envelope;

"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" 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;

"Eastern Clock Time" shall mean the local clock time in the Eastern Time Zone on any Day;

"Expansion Facilities" shall mean any new facilities to be constructed by Union in order to provide Transportation Services;

"firm" shall mean service not subject to curtailment or interruption except under Articles XI, XII and XVIII herein;

"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/m³) 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;

"hydrocarbon dewpoint" shall mean temperature at a specific pressure where hydrocarbon vapour condensation begins;

"Interruptible Service HUB 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;

"**m³**" shall mean cubic metre of gas and "**10³m³**" shall mean 1,000 cubic metres of gas;

"**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);

"**specific gravity**" shall mean density of the gas divided by density of air, with both at a temperature of 15 degrees Celsius, and at a pressure of 101.325 kilopascals absolute;

"**Taxes**" shall mean any tax (other than tax on income or tax on property), duty, royalty, levy, license, fee or charge not included in the charges and rates as per the applicable rate schedule (including but not limited to charges under any form of cap and trade, carbon tax, or similar system) and that is levied, assessed or made by any governmental authority on the gas itself, or the act, right, or privilege of producing, severing, gathering, storing, transporting, handling, selling or delivering gas under the Contract;

"**TCPL**" means TransCanada PipeLines Limited;

"**Wobbe Number**" shall mean gross heating value of the gas divided by the square root of its specific gravity.

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 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 bacteria, 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,
 - 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 four (0.4) molar percent by volume of oxygen in the gas,
 - f. shall not contain more than zero point five (0.5) molar percent by volume of carbon monoxide 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 gas,
 - i. shall not have a cricondentherm hydrocarbon dewpoint exceeding minus eight (-8) degrees Celsius,
 - j. shall have Wobbe Number from forty seven point fifty (47.50) megajoules per cubic metre of gas to fifty one point forty six (51.46) megajoules per cubic metre of gas, maximum of one point five (1.5) mole percent by volume of butane plus (C4+) in the gas, and maximum of four point zero (4.0) mole percent by volume of total inerts in the gas in order to be interchangeable with other Interconnecting Pipeline gas.
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 this Article II.
4. Quality of Gas Received: The quality of the gas to be received by Union hereunder is to be of a merchantable quality and in accordance with the quality 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 (m³) or one thousand cubic metres (10³m³) 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), RSC 1985, c E-4- (the "**Act**") and the Electricity and Gas Inspection Regulations, SOR 86/131 (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 its 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 (10) 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 notifies 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 receipts and 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 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 tenth (10th) day of each month for all Transportation 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 tenth (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; and,

- 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 Services 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 Services 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, 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 three (3) 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 bill.

4 Taxes:

In addition to the charges and rates as per the applicable rate schedules and price schedules, Shipper shall pay all Taxes which are imposed currently or subsequent to the execution of the Contract by any legal authority having jurisdiction and any amount in lieu of such Taxes paid or payable by Union.

5. Set Off:

If either party shall, at any time, be in arrears under any of its payment obligations to the other party under the Contract, 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, lightning, 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, it will be necessary for Union to curtail Shipper's gas receipts to Union hereunder, via proration based on utilization of such facilities for the Day. This prorating shall be determined by multiplying the capability of such facilities as available downstream of the impairment on the Day, by a fraction where the numerator is Shipper's nominated firm quantity and the denominator is the total of all such nominated firm quantities for nominated services and planned consumption for

in-franchise customers on the Day. For the purposes of this Article XI, firm services shall mean all firm services provided by Union to in-franchise customers and ex-franchise shippers.

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 applicable rate schedules and price schedules, with the approval of the OEB (if required), 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

Contracts with an Initial Term of five (5) years or greater 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. Shipper may reduce the Contract Demand or terminate the Contract with notice in writing by Shipper 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 $\leq 20\%$ 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 change 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 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.

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. Such assignment shall not be unreasonably withheld and shall be conditional upon the Assignee executing the Facilitating Agreement as per Article XXI herein. 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 Taxes, 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 the 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 Service HUB 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 c 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.

**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 F24 –T Agreement.
- 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. **Á** 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. **Á** 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. **Á** 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. **Á** 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. **Á** 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. **Á** 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. **Á** For Shippers electing firm all day transportation service, nominations shall be provided to Union's Gas Management Services as outlined in the F24 –T Agreement.
5. **Á** 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.Á 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.Á Nominations received after the nomination deadline shall, if accepted by Union, be scheduled after Nominations received before the nomination deadline.
- 8.Á All Services are required to be nominated in whole Gigajoules (GJ).
- 9.Á 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.Á 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.Á 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.Á 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 (1/20th) 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 (1/20th) of the quantity handled for that day, for each applicable Transportation Service.
- 13.Á 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.Á 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.

UNION GAS LIMITED
M12 Monthly Transportation Fuel Ratios and Rates
 Firm or Interruptible Transportation Commodity
Effective January 1, 2014

Month	VT1 Easterly Dawn to Parkway (TCPL) With Dawn Compression		VT1 Easterly Dawn to Kirkwall, Lisgar, Parkway (Consumers) With Dawn Compression		VT3 Westerly Parkway to Kirkwall, Dawn	
	Fuel Ratio	Fuel Rate	Fuel Ratio	Fuel Rate	Fuel Ratio	Fuel Rate
	(%)	(\$/GJ)	(%)	(\$/GJ)	(%)	(\$/GJ)
April	0.806	0.050	0.535	0.033	0.154	0.009
May	0.570	0.035	0.361	0.022	0.154	0.009
June	0.466	0.029	0.261	0.016	0.358	0.022
July	0.453	0.028	0.249	0.015	0.358	0.022
August	0.357	0.022	0.155	0.010	0.356	0.022
September	0.353	0.022	0.154	0.010	0.353	0.022
October	0.700	0.043	0.465	0.029	0.154	0.009
November	0.844	0.052	0.607	0.037	0.154	0.009
December	0.950	0.059	0.706	0.044	0.154	0.009
January	1.091	0.067	0.835	0.052	0.154	0.009
February	1.038	0.064	0.790	0.049	0.154	0.009
March	0.977	0.060	0.723	0.045	0.154	0.009

Month	M12-X Easterly Kirkwall to Parkway (TCPL)		M12-X Easterly Kirkwall to Lisgar, Parkway (Consumers)		M12-X Westerly Parkway to Kirkwall, Dawn	
	Fuel Ratio	Fuel Rate	Fuel Ratio	Fuel Rate	Fuel Ratio	Fuel Rate
	(%)	(\$/GJ)	(%)	(\$/GJ)	(%)	(\$/GJ)
April	0.425	0.026	0.154	0.009	0.269	0.017
May	0.363	0.022	0.154	0.009	0.269	0.017
June	0.358	0.022	0.154	0.009	0.269	0.017
July	0.358	0.022	0.154	0.009	0.269	0.017
August	0.356	0.022	0.154	0.009	0.269	0.017
September	0.353	0.022	0.154	0.009	0.269	0.017
October	0.389	0.024	0.154	0.009	0.269	0.017
November	0.391	0.024	0.154	0.009	0.154	0.009
December	0.398	0.025	0.154	0.009	0.154	0.009
January	0.410	0.025	0.154	0.009	0.154	0.009
February	0.402	0.025	0.154	0.009	0.154	0.009
March	0.408	0.025	0.154	0.009	0.154	0.009

UNION GAS LIMITED**M12 Monthly Transportation Authorized Overrun Fuel Ratios and Rates**

Firm or Interruptible Transportation Commodity

Effective January 1, 2014

Month	VT1 Easterly Dawn to Parkway (TCPL) With Dawn Compression		VT1 Easterly Dawn to Kirkwall, Lisgar, Parkway (Consumers) With Dawn Compression		VT3 Westerly Parkway to Kirkwall, Dawn	
	Fuel Ratio	Fuel Rate	Fuel Ratio	Fuel Rate	Fuel Ratio	Fuel Rate
	(%)	(\$/GJ)	(%)	(\$/GJ)	(%)	(\$/GJ)
April	1.409	0.167	1.138	0.137	0.757	0.126
May	1.173	0.152	0.964	0.127	0.757	0.126
June	1.069	0.146	0.864	0.120	0.961	0.139
July	1.056	0.145	0.852	0.120	0.961	0.139
August	0.960	0.139	0.758	0.114	0.959	0.139
September	0.956	0.139	0.758	0.114	0.956	0.139
October	1.303	0.160	1.069	0.133	0.757	0.126
November	1.447	0.169	1.210	0.142	0.757	0.126
December	1.553	0.175	1.309	0.148	0.757	0.126
January	1.694	0.184	1.438	0.156	0.757	0.126
February	1.641	0.181	1.393	0.153	0.757	0.126
March	1.580	0.177	1.326	0.149	0.757	0.126

Month	M12-X Easterly Kirkwall to Parkway (TCPL)		M12-X Easterly Kirkwall to Lisgar, Parkway (Consumers)		M12-X Westerly Parkway to Kirkwall, Dawn	
	Fuel Ratio	Fuel Rate	Fuel Ratio	Fuel Rate	Fuel Ratio	Fuel Rate
	(%)	(\$/GJ)	(%)	(\$/GJ)	(%)	(\$/GJ)
April	1.028	0.076	0.757	0.059	0.872	0.133
May	0.966	0.072	0.757	0.059	0.872	0.133
June	0.961	0.072	0.757	0.059	0.872	0.133
July	0.961	0.072	0.757	0.059	0.872	0.133
August	0.959	0.072	0.757	0.059	0.872	0.133
September	0.956	0.071	0.757	0.059	0.872	0.133
October	0.992	0.074	0.757	0.059	0.872	0.133
November	0.994	0.074	0.757	0.059	0.757	0.126
December	1.001	0.074	0.757	0.059	0.757	0.126
January	1.013	0.075	0.757	0.059	0.757	0.126
February	1.005	0.074	0.757	0.059	0.757	0.126
March	1.011	0.075	0.757	0.059	0.757	0.126

**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	<u>DAWN (FACILITIES):</u>	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	<u>DAWN (TCPL):</u>	At the junction of Union's and TCPL's facilities, at or adjacent to Dawn (Facilities).
R	<u>DAWN (TECUMSEH):</u>	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	<u>DAWN (TSLE):</u>	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	<u>DAWN (VECTOR):</u>	At the junction of Union's and Vector Pipeline Limited Partnership (" Vector ") facilities, at or adjacent to Dawn (Facilities).
R,D	<u>PARKWAY (TCPL):</u>	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	<u>KIRKWALL:</u>	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	<u>PARKWAY (CONSUMERS):</u>	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	<u>LISGAR:</u>	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.

Applicable Points

Dawn as a delivery point: Dawn (Facilities).

(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	\$931.32		
2. Transmission Commodity Charge		\$0.034	
3. Delivery Commodity Charge		\$0.009	0.154%

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	\$0.069	0.154%

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" in effect before January 1, 2013. The General Terms & Conditions applicable to this rate schedule shall be in accordance with the attached Schedule "A 2013" for contracts in effect on or after January 1, 2013.

Effective

January 1, 2014
O.E.B. Order # EB-2013-0365

Chatham, Ontario

Supersedes EB-2014-0050 Rate Schedule effective April 1, 2014.

**GENERAL TERMS & CONDITIONS
M13 TRANSPORTATION AGREEMENT**

SCHEDULE "A"

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. "m³" shall mean cubic metre of gas and "10³m³" 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/m³) 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.
24. "cricondenthm hydrocarbon dewpoint" shall mean the highest hydrocarbon dewpoint temperature on the phase envelope;
25. "hydrocarbon dewpoint" shall mean temperature at a specific pressure where hydrocarbon vapour condensation begins;
26. "specific gravity" shall mean density of the gas divided by density of air, with both at a temperature of 15 degrees Celsius, and at a pressure of 101.325 kilopascals absolute; and,
27. "Wobbe Number" shall mean gross heating value of the gas divided by the square root of its specific gravity.

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 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 Receipt Point(s) hereunder,
 - a. shall be commercially free from bacteria, 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 per cubic metre of gas,
 - 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 four (0.4) molar percent by volume of oxygen in the gas,

- f. shall not contain more than zero point five (0.5) molar percent by volume of carbon monoxide 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 gas,
- i.Á shall not have a cricondenthem hydrocarbon dewpoint exceeding minus eight (-8) degrees Celsius,
- j. shall have Wobbe Number from forty seven point fifty (47.50) megajoules per cubic metre of gas to fifty one point forty six (51.46) megajoules per cubic metre of gas, maximum of one point five (1.5) mole percent by volume of butane plus (C4+) in the gas, and maximum of four point zero (4.0) mole percent by volume of total inerts in the gas in order to be interchangeable with other Interconnecting Pipeline gas,
- k. shall not exceed forty-three degrees Celsius (43°C), and,
- l. shall not be odourized by Shipper.

3. Non-conforming Gas:

- a. 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.
- b. If Shipper's gas fails at any time to conform to the requirements of this Article II, Union, in addition to its other remedies, may refuse to accept delivery of gas at the Receipt Points 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.

4. Quality of Gas Received: The quality of the gas to be received by Union at the Receipt Point(s) hereunder is to be of a merchantable quality and in accordance with the quality standards as set out by Union in this Article II, but, Union will use reasonable efforts to accept gas of a quality that may deviate from the quality standards set out therein.

5. Quality of Gas at Dawn: The quality of the gas to be delivered to Union at Dawn (Facilities) or the gas to be delivered by Union to Shipper at Dawn (Facilities) 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, except that total sulphur limit shall be not more than four hundred and sixty (460) milligrams per cubic metre 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 this Article II.

III. MEASUREMENTS

1. Service Unit: The unit of the gas delivered to Union shall be a quantity of 10³m³. The unit of gas delivered by Union shall be a megajoule, a gigajoule, a cubic metre (m³) or one thousand cubic metres (10³m³) 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), RSC 1985, c E-4- (the "**Act**") and the Electricity and Gas Inspection Regulations, SOR 86/131 (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 VI herein.

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. 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 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 volume and energy of gas received or delivered on behalf of the Shipper. The standard of measurement and tests for the gas delivered to/by Union pursuant to this Article VII, Section 2 shall be in accordance with the general terms and conditions as incorporated in that Transporter's gas tariff as approved by Transporter's regulatory body.
3. Check Measuring Equipment: Shipper may install, maintain and operate, at the Receipt 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 Receipt Point, and shall be installed, maintained and operated in conformity with the same standards and specifications applicable to Union's metering facilities.
4. 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 notifies 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 receipts 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.
5. 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 Non-payment: 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 non-payment 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 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 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.

**RATE M13
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:

"Aid to Construction" shall include any and all costs, expenses, amounts, damages, obligations, or other liabilities (whether of a capital or operating nature, and whether incurred before or after the date of the Contract) actually paid by Union (including amounts paid to affiliates for services rendered in accordance with the Affiliate Relationships Code as established by the OEB) in connection with or in respect of satisfying the conditions precedent set out in Article XXI herein (including without limitation the cost of construction, installation and connection of any required meter station as described in Article IX, Section 6, the obtaining of all governmental, regulatory and other third party approvals, and the obtaining of rights of way) whether resulting from Union's negligence or not, except for any costs that have arisen from the gross negligence, fraud, or wilful misconduct of Union;

"Average Local Producer Heat" ("ALPH") shall mean the heat content value as set by Union, and shall be determined by volumetrically averaging the gross heat content of all produced gas delivered to the Union system by Ontario Local Producers. The ALPH shall be expressed in GJ/10³m³ and may be adjusted from time to time by Union;

"Business Day" shall mean any day, other than Saturday, Sunday or any days on which national banks in the Province of Ontario are authorized to close;

"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;

"cricondenthem hydrocarbon dewpoint" shall mean the highest hydrocarbon dewpoint temperature on the phase envelope;

"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;

"Dawn Quantity" shall mean the total daily quantity of gas in GJ delivered at Dawn (Facilities), which is equal to the total energy of all gas supplied daily to Union at the Receipt Point(s). The Dawn Quantity shall be calculated utilizing the following factor equation: Dawn Quantity = Produced Volume x ALPH;

"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 Point" shall mean the point where Union shall deliver the Dawn Quantity and/or Market Quantity to Shipper and as further defined in Schedule 1 of the Contract;

"Distribution Demand" shall mean the varying demand for the supply of gas, as determined by Union, on Union's pipeline and distribution system for users of gas who are supplied or delivered gas by Union's pipeline and distribution system;

"Eastern Clock Time" shall mean the local clock time in the Eastern Time Zone on any Day;

"firm" shall mean service not subject to curtailment or interruption except under Articles XI, XII and XVIII herein;

"Firm Daily Variability Demand" shall mean the established quantity set forth in Schedule 2 of the Contract, which is the permitted difference between the Dawn Quantity and the Market Quantity;

"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/m³) 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;

"hydrocarbon dewpoint" shall mean temperature at a specific pressure where hydrocarbon vapour condensation begins;

"Interruptible Service HUB Contract" shall mean a contract between Shipper and Union under which Union provides interruptible HUB service;

"Interconnecting Pipeline" shall mean a pipeline that directly connects to the Union pipeline and distribution 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;

"m³" shall mean cubic metre of gas and "10³m³" shall mean 1,000 cubic metres of gas;

"MAOP" shall mean the maximum allowable operating pressure of Union's pipeline and distribution system and as further defined in Schedule 1 of the Contract;

"Market Quantity" shall mean the daily quantity in GJ nominated for Name Change Service that Day by Shipper at Dawn (Facilities);

"Maximum Daily Quantity" shall mean the maximum quantity of gas Shipper may deliver to Union at a Receipt Point on any Day, as further defined in Schedule 1;

"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;

"Name Change Service" shall mean an interruptible administrative service whereby Union acknowledges for Shipper a change in title of a gas quantity from Shipper to a third party at the Delivery Point;

"OEB" means the Ontario Energy Board;

"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;

"Produced Volume" shall mean the aggregate of all actual volumes of gas in 10³m³, delivered by Shipper to Union at all Receipt Points on any Day;

"Producer Balancing Account" shall mean the gas balance held by Union for Shipper, or owed by Shipper to Union, at the Delivery Point. Where the Producer Balancing Account is zero or a positive number, the account is in a credit position, and where the Producer Balancing Account is less than zero, the account is in a debit position;

"Producer Balancing Service" shall mean a Service whereby Union either calculates a credit or debit to the Producer Balancing Account by subtracting the Market Quantity from the Dawn Quantity. Where such amount is greater than zero, Union will credit the Producer Balancing Account, or where such amount is less than zero, Union will debit the Producer Balancing Account. This Service shall be performed on a retroactive basis on the terms and conditions contained in Schedule 2 of the Contract, as may be revised from time to time by Union;

"Receipt Point" shall mean the point(s) where Union shall receive gas from Shipper;

"Sales Agreement" shall mean the Ontario Gas Purchase Agreement(s) entered into between Shipper and Union;

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

"specific gravity" shall mean density of the gas divided by density of air, with both at a temperature of 15 degrees Celsius, and at a pressure of 101.325 kilopascals absolute;

"System Capacity" shall mean the volumetric capacity that exists from time to time within Union's pipeline and distribution system which determines Union's ability to accept volumes of gas into Union's pipeline and distribution system hereunder. System Capacity shall be determined by Union and such determination, in addition to the physical characteristics of Union's pipeline and distribution system Distribution Demand, shall also include consideration of Union's local Distribution Demand, Union's total system Distribution Demand, availability of Union's gas storage capacity, and other gas being purchased and/or delivered into Union's pipeline and distribution system;

"Taxes" shall mean any tax (other than tax on income or tax on property), duty, royalty, levy, license, fee or charge not included in the charges and rates as per the applicable rate schedule (including but not limited to charges under any form of cap and trade, carbon tax, or similar system) and that is levied, assessed or made by any governmental authority on the gas itself, or the act, right, or privilege of producing, severing, gathering, storing, transporting, handling, selling or delivering gas under the Contract;

"Wobbe Number" shall mean gross heating value of the gas divided by the square root of its specific gravity.

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 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 Receipt Point(s) hereunder,
 - a. shall be commercially free from bacteria, 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 per cubic metre of gas,
 - 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 four (0.4) molar percent by volume of oxygen in the gas,
 - f. shall not contain more than zero point five (0.5) molar percent by volume of carbon monoxide 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 gas,
 - i. shall not have a cricondenthem hydrocarbon dewpoint exceeding minus eight (-8) degrees Celsius,
 - j. shall have Wobbe Number from forty seven point fifty (47.50) megajoules per cubic metre of gas to fifty one point forty six (51.46) megajoules per cubic metre of gas, maximum of one point five (1.5) mole percent by volume of butane plus (C4+) in the gas, and maximum of four point zero (4.0) mole percent by volume of total inerts in the gas in order to be interchangeable with other Interconnecting Pipeline gas,

- k. shall not exceed forty-three degrees Celsius (43°C), and,
 - l. shall not be odourized by Shipper.
3. Non-conforming Gas:
- a. 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.
 - b. If Shipper's gas fails at any time to conform to the requirements of this Article II, Union, in addition to its other remedies, may refuse to accept delivery of gas at the Receipt Points 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.
4. Quality of Gas Received: The quality of the gas to be received by Union at the Receipt Point(s) hereunder is to be of a merchantable quality and in accordance with the quality standards as set out by Union in this Article II, but, Union will use reasonable efforts to accept gas of a quality that may deviate from the quality standards set out therein.
5. Quality of Gas at Dawn: The quality of the gas to be delivered to Union at Dawn (Facilities) or the gas to be delivered by Union to Shipper at Dawn (Facilities) 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, except that total sulphur limit shall be not more than four hundred and sixty (460) milligrams per cubic metre 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 this Article II.

III. MEASUREMENTS

- 1. Service Unit: The unit of the gas delivered to Union shall be a quantity of 10³m³. The unit of gas delivered by Union shall be a megajoule, a gigajoule, a cubic metre (m³) or one thousand cubic metres (10³m³) 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), RSC 1985, c E-4- (the "**Act**") and the Electricity and Gas Inspection Regulations, SOR 86/131 (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.

IV. RECEIPT POINT AND DELIVERY POINT

The point(s) of receipt and point 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 Schedule 1 of the Contract, where possession of the gas changes from one party to the other.

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

1. Union shall provide, at the Receipt Point(s), according to the terms hereunder, the meter station required to receive and measure the Produced Volume of gas received by Union from Shipper. Shipper agrees, if requested by Union, to provide Union with sufficient detailed information regarding Shipper's current and expected operations in order to aid Union in Union's design of the meter station.
2. Pursuant to Article VI. Section 1 herein, Union shall purchase, install and maintain, at the Receipt Point(s):
 - a. a meter and any associated recording gauges as are necessary; and,
 - b. a suitable gas odourizing injection facility where Union deems such facility to be necessary.
3. All equipment installed by Union at the Receipt Point(s) shall remain the property of Union at all times, notwithstanding the fact that it may be affixed to Shipper's property. Union shall be entitled to remove said equipment at any time within a period of sixty (60) days from any termination or expiry of the Contract. Shipper shall take all necessary steps to ensure Union may enter onto the Receipt Point(s) to remove such equipment for a period of sixty (60) days after termination or expiry of the Contract or the Sales Agreement.
4. Upon Union's request Shipper shall, at Shipper's own cost and expense:
 - a. obtain a registered lease or freehold ownership at the Receipt Point(s) sufficient to provide Union with free uninterrupted access to, from, under and above the Receipt Point(s), for a term (and extended terms) identical to the Contract, plus sixty (60) days, and shall provide Union with a bona fide copy of such lease agreement prior to Union commencing the construction of the meter station;
 - b. furnish, install, set, and maintain suitable pressure and volume control equipment and such additional equipment as required on Shipper's delivery system, to protect against the overpressuring of Union's facilities, and to limit the daily flow of gas to the corresponding Maximum Daily Quantity applicable to the Receipt Point(s);
 - c. supply, install and maintain a gravel or cut stone covering on each Receipt Point and shall maintain such Receipt Point(s) in a safe and workmanlike manner; and,
 - d. install and maintain a fence satisfactory to Union around the perimeter of each Receipt Point which will adequately secure and protect Union's equipment therein.
5. Shipper shall within thirty (30) days of the delivery of an invoice by Union, reimburse Union for any actual costs reasonably incurred by Union for any repair, replacement, relocation, or upgrading of any meter station requested by Shipper, or as required by law, or by duly constituted regulatory body, or through good engineering practice. Union shall be responsible for any costs incurred by Union to correct an error made by Union.

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 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 volume and energy of gas received or delivered on behalf of the Shipper. The standard of measurement and tests for the gas delivered to/by Union pursuant to this Article VII, Section 2 shall be in accordance with the general terms and conditions as incorporated in that Transporter's gas tariff as approved by Transporter's regulatory body.
3. Check Measuring Equipment: Shipper may install, maintain and operate, at the Receipt 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 Receipt Point, and shall be installed, maintained and operated in conformity with the same standards and specifications applicable to Union's metering facilities.
4. 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 notifies 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 receipts 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.
5. 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 tenth (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 tenth (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 Services to Shipper, the parties shall have the right to amend their statement for a period equal to the time during which the companies, that transport the gas contemplated herein for Union and Shipper, retain 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; and,

- 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 Services 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 Services 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, 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 three (3) 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 bill.
4. Taxes: In addition to the charges and rates as per the applicable rate schedules and price schedules, Shipper shall pay all Taxes which are imposed currently or subsequent to the execution of the Contract by any legal authority having jurisdiction and any amount in lieu of such Taxes paid or payable by Union.
5. Set Off: If either party shall, at any time, be in arrears under any of its payment obligations to the other party under the Contract, 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, which shall be deemed to have been assigned to Union, to reduce such arrears or other indebtedness to Union.
6. Station and Connection Costs: In the event that a meter station must be constructed and/or installed in order to give effect to this Contract, Shipper agrees to pay Union for a portion, as determined by Union, of Union's actual cost, as hereinafter defined, for constructing and installing such station. Shipper also agrees to pay the actual costs to connect such station to Union's pipeline and distribution system. Union shall advise Shipper as to the need for a meter station and shall provide Shipper with an estimate of the Aid to Construction. Such Aid to Construction shall include the costs of all pipe, fittings and materials, third party labour costs and Union's direct labour, labour saving devices, vehicles and mobile equipment, but shall exclude the purchase costs of gas pressure control equipment and gas meters installed by 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, lightning, 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 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. Firm Daily Variability Demand Charge Relief: 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 Daily Variability Demand for that Contract, then for that Day the Monthly charge shall be reduced by an amount equal to the applicable Firm Daily Variability 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 "**Firm Daily Variability Demand Rate**" shall mean the monthly Firm Daily Variability Demand charge as provided in Schedule 2 of the Contract, divided by the number of days in the month for which such rate is being calculated.

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.

In the event that this Contract is terminated pursuant to this Article XII, the parties hereto agree that they shall continue to be bound only by the terms and conditions set forth in the Contract but only for the purpose of determining the actual quantities in Shipper's Producer Balancing Account with such determination being subject to Article X. Such extended period of time shall not exceed one (1) year from the date of termination of this Contract.

XIII. AMENDMENT

Subject to Article XV herein and the ability of Union to amend the applicable rate schedules and price schedules, with the approval of the OEB (if required), 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. RESERVED FOR FUTURE USE

N/A

XVII. RENEWALS

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 either party of termination at least three (3) months prior to the expiration thereof.

XVIII. SERVICE CURTAILMENT

1. Excepting instances of emergency, Shipper and Union agree to give at least twenty-four (24) hours verbal notice before a

planned curtailment of receipt or delivery, shut-down or start-up.

2. Shipper shall complete and maintain a plan which depicts all of the Shipper's gas production facilities including all emergency shut off valves and emergency equipment and provide a copy to Union upon Union's request. Shipper shall provide to Union the names and telephone numbers of those persons whom Union may contact in the event of an emergency situation arising within the Shipper's facilities.
3. In the event that Union is notified by a third party or if Union becomes aware of an emergency situation in which Shipper's gas production site, pipeline or associated equipment is involved, Union shall immediately notify Shipper or Shipper's representative of such emergency condition.
4. Union shall have the right, at all times, to reconstruct or modify Union's pipeline and distribution system and the pressure carried therein, notwithstanding that such reconstruction or modification may reduce the System Capacity available to receive Shipper's gas, or Shipper's ability to deliver gas to Union. Should Union expect any such reconstruction or modification to reduce the delivery or receipt of gas by either party, Union will, where able, provide Shipper with six (6) months' notice or as much notice as is reasonably practical in the circumstances. Union shall use reasonable efforts to assist the Shipper in meeting its Market Quantity in these circumstances.

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 change to the financial assurances (including the Initial Financial Assurances and Security), if any, 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 for any reason (a "**Material Event**"), then Shipper shall within fourteen (14) days of receipt of 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**"). In the event that Shipper does not provide to Union such Security, Union may deem a default in accordance with the 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.

3. Licence: Shipper represents and warrants to Union that Shipper possesses a licence to produce gas in the Province of Ontario.

XX. MISCELLANEOUS PROVISIONS

1. Assignment: Shipper may assign the Contract to a third party ("**Assignee**"), up to the Maximum Daily Quantity, (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. 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 Taxes, or other charges thereon.

XXI. PRECONDITIONS TO SERVICES

1. The obligations of Union to provide 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 Services; and,
 - b. Union shall have obtained all internal approvals that are necessary or appropriate to provide the 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 the 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 Service HUB Contract or equivalent (the "**Facilitating Agreement**") with Union; and,
 - e. Union shall, where applicable, have obtained all internal and external approvals including the governmental, regulatory and other approvals or authorizations required to construct any facilities necessary to provide the Services hereunder, which approvals and authorizations, if granted upon conditions, shall be conditions satisfactory to Union; and,
 - f. Union shall, where applicable, have completed and placed into service those facilities necessary to provide the Services hereunder; and,
 - g. Further to Article IX Section 6 herein, Shipper shall pay to Union a payment ("**First Prepayment**") towards the Aid to Construction at the time of the execution of this Agreement. Shipper shall pay a payment prior to installation of the meter station ("**Second Prepayment**"). The foregoing payments are specified in the attached Schedule 1 for the first meter station ("**Receipt Point #1**") to be installed under this contract. Payments for additional meter stations will be handled by written mutual agreement between the parties. Shipper shall pay Union the difference if the actual Aid to Construction is more than the Prepayments, within thirty (30) days of the delivery of an invoice from Union on which the actual costs for construction and installation of facilities are stated. Union shall pay Shipper the difference if the actual Aid to Construction is less than the Prepayments. In the event Shipper terminates this Agreement prior to Union incurring any costs related to the construction, installation or connection of the meter station, Shipper's Prepayments shall be returned to Seller, without interest, within fifteen (15) days notice to Union of such termination by Shipper. In the event Union has incurred costs, as set out herein, relative to the construction, installation or connection of the meter station prior to being notified by Shipper of Shipper's intention to terminate the Agreement, Union shall deduct such actual costs from Union's return of Shipper's Prepayments. "**Prepayments**" shall mean the sum of the First Prepayment and the Second Prepayment.
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 Services contemplated herein, including contracts for upstream and downstream transportation, and shall specifically have an executed and valid Facilitating Agreement; 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; and,

- d. Shipper shall have cancelled or renegotiated its Sales Agreement, on terms satisfactory to Union, as applicable.
- 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, d, e, f, g, and Section 2 a, b, and d. 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 c 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, or if any of the Shipper payments required under the condition precedent in this Article XXI Section 1 g have not been paid as required in such section, 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.



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.

Applicable Points

Dawn as a receipt point: Dawn (Facilities).

Dawn as a delivery point: Dawn (Facilities).

(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) \$1,481.63

Transmission Commodity Charge to Dawn (\$ per GJ) \$0.034

Transportation Fuel	Customers located East of Dawn	Customers located West of Dawn
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Fuel Charges to Dawn:

Commodity Rate - Union provides fuel (\$ per GJ)	\$0.009	\$0.009
Fuel Ratio - customer provides fuel (%)	0.154%	0.154%

Fuel Charge to the Pool

Commodity Rate - Union provides fuel (\$ per GJ)	\$0.009	\$0.027
Fuel Ratio - customer provides fuel (%)	0.154%	0.437%

b) Firm Transportation Demand Charges: (2)

Customers located East of Dawn	Customers located West of Dawn
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Monthly Demand Charge applied to contract demand (\$ per GJ)	\$0.753	\$1.065
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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)	\$0.069	\$0.078
Commodity Rate - customer provides fuel (\$ per GJ)	\$0.059	\$0.069
Fuel Ratio - customer provides fuel (%)	0.154%	0.154%
Charges to the Pool		
Commodity Rate - Union provides fuel (\$ per GJ)	\$0.034	\$0.062
Commodity Rate - customer provides fuel (\$ per GJ)	\$0.025	\$0.035
Fuel Ratio - customer provides fuel (%)	0.154%	0.437%

Overrun will be authorized at Union's sole discretion.



uniongas

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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 2013" for contracts in effect on or after January 1, 2013.

Effective

January 1, 2014
O.E.B. Order # EB-2013-0365

Chatham, Ontario

Supersedes EB-2014-0050 Rate Schedule effective April 1, 2014.

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. "m³" shall mean cubic metre of gas and "10³m³" 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/m³) 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;
26. "Consumers" means The Consumers' Gas Company, Limited;
27. "cricondentherm hydrocarbon dewpoint" shall mean the highest hydrocarbon dewpoint temperature on the phase envelope;
28. "hydrocarbon dewpoint" shall mean temperature at a specific pressure where hydrocarbon vapour condensation begins;
29. "specific gravity" shall mean density of the gas divided by density of air, with both at a temperature of 15 degrees Celsius, and at a pressure of 101.325 kilopascals absolute; and,
30. "Wobbe Number" shall mean gross heating value of the gas divided by the square root of its specific gravity.

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 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 Receipt Point(s) hereunder,
 - a.Á shall be commercially free from bacteria, 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.Á 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 per cubic metre of gas,
 - 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 four (0.4) molar percent by volume of oxygen in the gas,

- f.Á shall not contain more than zero point five (0.5) molar percent by volume of carbon monoxide 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 gas,
 - i.Á shall not have a cricondenthem hydrocarbon dewpoint exceeding minus eight (-8) degrees Celsius,
 - j. shall have Wobbe Number from forty seven point fifty (47.50) megajoules per cubic metre of gas to fifty one point forty six (51.46) megajoules per cubic metre of gas, maximum of one point five (1.5) mole percent by volume of butane plus (C4+) in the gas, and maximum of four point zero (4.0) mole percent by volume of total inerts in the gas in order to be interchangeable with other Interconnecting Pipeline gas,
 - k. shall not exceed forty-three degrees Celsius (43°C), and,
 - l. shall not be odourized by Shipper.
3. Non-conforming Gas:
- a. 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.
 - b. If Shipper's gas fails at any time to conform to the requirements of this Article II, Union, in addition to its other remedies, may refuse to accept delivery of gas at the Receipt Points 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.
 - c. With respect to Article II 2. h. herein, Union may accept the gas subject to Shipper's obligations under the Dehydration Contract, if applicable.
4. Quality of Gas Received: The quality of the gas to be received by Union at the Receipt Point(s) hereunder is to be of a merchantable quality and in accordance with the quality standards as set out by Union in this Article II.
5. Quality of Gas at Dawn: The quality of the gas to be delivered to Union at Dawn (Facilities) or the gas to be delivered by Union to Shipper at Dawn (Facilities) 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, except that total sulphur limit shall be not more than four hundred and sixty (460) milligrams per cubic metre 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 this Article II.
6. Odourization of Gas:
- a.Á Union may odourize or deliver odourized gas under the Contract,
 - b.Á Shipper shall if requested by Union monitor the mercaptan sulphur content of the gas delivered to Union under the Contract and shall provide at no cost to Union a continuous signal quantifying the mercaptan sulphur content in milligrams per cubic metre.

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 (m³) or one thousand cubic metres (10³m³) 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), RSC 1985, c E-4- (the “**Act**”) and the Electricity and Gas Inspection Regulations, SOR 86/131 (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. 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 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 its regulatory body.
3. Check Measuring Equipment: Shipper may install, maintain and operate, at the Custody Transfer 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 Custody Transfer 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 (10) 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 notifies 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 receipts and 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 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. 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, 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 non-payment 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 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 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.

**RATE M16
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:

"Aid to Construction" shall include any and all costs, expenses, amounts, damages, obligations, or other liabilities (whether of a capital or operating nature, and whether incurred before or after the date of the Contract) actually paid by Union (including amounts paid to affiliates for services rendered in accordance with the Affiliate Relationships Code as established by the OEB) in connection with or in respect of satisfying the conditions precedent set out in Article XXI herein (including without limitation the construction and placing into service of the Union Expansion Facilities, the obtaining of all governmental, regulatory and other third party approvals, and the obtaining of rights of way) whether resulting from Union's negligence or not, except for any costs that have arisen from the gross negligence, fraud, or wilful misconduct of Union;

"Authorized Overrun" shall mean the amount by which Shipper's Authorized Quantity exceeds the firm and interruptible contract demands;

"Authorized Quantity" shall have the meaning given thereto in Schedule "B 2010" of the C1 Rate Schedule;

"Business Day" shall mean any day, other than Saturday, Sunday or any days on which national banks in the Province of Ontario are authorized to close;

"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, beginning on the Commencement Date 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;

"cricondentherm hydrocarbon dewpoint" shall mean the highest hydrocarbon dewpoint temperature on the phase envelope;

"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;

"Custody Transfer Point" That point on the piping system at the Pool Station which is at the Shipper side of the insulating flange on the Union Expansion Facilities, and which point shall serve as the point of custody transfer;

"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;

"Dehydration Contract" shall mean the contract for Dehydration Service between Union and the Shipper as detailed in Schedule 1 of the Contract;

"Delivery Point" shall mean the point(s) where Union shall deliver gas to Shipper as defined in Schedule 1 of the Contract;

"Eastern Clock Time" shall mean the local clock time in the Eastern Time Zone on any Day;

"firm" shall mean service not subject to curtailment or interruption except under Articles XI, XII and XVIII herein;

"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/m³) 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;

"hydrocarbon dewpoint" shall mean temperature at a specific pressure where hydrocarbon vapour condensation begins;

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

"Interruptible Service HUB Contract" shall mean a contract between Shipper and Union under which Union provides interruptible HUB service;

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

"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;

"m³" shall mean cubic metre of gas and "10³m³" shall mean 1,000 cubic metres of gas;

"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;

"OEB" means the Ontario Energy Board;

"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;

"Pool Quantity" shall mean the actual daily quantity of gas delivered to or received from Shipper at the Custody Transfer Point;

"Pool Station" shall mean the physical location of Union's measurement and control facilities to the pool; the pool name as detailed in Schedule 1 of the Contract;

"Receipt Point" shall mean any one of the points where Union shall receive gas from Shipper as detailed in Schedule 1 of the Contract;

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

"Shipper Quantity" shall, on any Day, be equal to the greater of: (i) the Authorized Quantity for that Day; and (ii) the nomination duly made by Shipper in good faith prior to the nomination deadline for the first nomination window applicable for that Day; provided that in no event shall the Shipper Quantity exceed the firm contract demand;

"specific gravity" shall mean density of the gas divided by density of air, with both at a temperature of 15 degrees Celsius, and at a pressure of 101.325 kilopascals absolute;

"Taxes" shall mean any tax (other than tax on income or tax on property), duty, royalty, levy, license, fee or charge not included in the charges and rates as per the applicable rate schedule (including but not limited to charges under any form of cap and trade, carbon tax, or similar system) and that is levied, assessed or made by any governmental authority on the gas itself, or the act, right, or privilege of producing, severing, gathering, storing, transporting, handling, selling or delivering gas under the Contract;

"TCPL" means TransCanada PipeLines Limited;

"**Union Expansion Facilities**" shall mean any facilities necessary for Union to provide the Services, including without limiting the generality of the foregoing:

- a. a meter and any associated recording gauges as are necessary;
- b. pressure and/or flow control devices, over pressure protection and telemetry equipment as are necessary;
- c. a suitable gas odourizing injection facility if Union deems such a facility to be necessary
- d. piping, fittings, material, filtration facilities, cathodic protection and insulating flanges;
- e. gas chromatograph, moisture analyzer, piping, fittings, material, filtration facilities, cathodic protection and insulating flanges;

"**Wobbe Number**" shall mean gross heating value of the gas divided by the square root of its specific gravity.

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 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 Receipt Point(s) hereunder,
 - a. shall be commercially free from bacteria, 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 per cubic metre of gas,
 - 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 four (0.4) molar percent by volume of oxygen in the gas,
 - f. shall not contain more than zero point five (0.5) molar percent by volume of carbon monoxide 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 gas,
 - i. shall not have a cricondenthem hydrocarbon dewpoint exceeding minus eight (-8) degrees Celsius,
 - j. shall have Wobbe Number from forty seven point fifty (47.50) megajoules per cubic metre of gas to fifty one

point forty six (51.46) megajoules per cubic metre of gas, maximum of one point five (1.5) mole percent by volume of butane plus (C4+) in the gas, and maximum of four point zero (4.0) mole percent by volume of total inerts in the gas in order to be interchangeable with other Interconnecting Pipeline gas,

k. shall not exceed forty-three degrees Celsius (43°C), and,

l. shall not be odourized by Shipper.

3. Non-conforming Gas:

a. 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.

b. If Shipper's gas fails at any time to conform to the requirements of this Article II, Union, in addition to its other remedies, may refuse to accept delivery of gas at the Receipt Points 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.

c. With respect to Article II 2. h. herein, Union may accept the gas subject to Shipper's obligations under the Dehydration Contract, if applicable.

4. Quality of Gas Received: The quality of the gas to be received by Union at the Receipt Point(s) hereunder is to be of a merchantable quality and in accordance with the quality standards as set out by Union in this Article II.

5. Quality of Gas at Dawn: The quality of the gas to be delivered to Union at Dawn (Facilities) or the gas to be delivered by Union to Shipper at Dawn (Facilities) 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, except that total sulphur limit shall be not more than four hundred and sixty (460) milligrams per cubic metre 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 this Article II.

6. Odourization of Gas:

a. Union may odourize or deliver odourized gas under the Contract,

b. Shipper shall if requested by Union monitor the mercaptan sulphur content of the gas delivered to Union under the Contract and shall provide at no cost to Union a continuous signal quantifying the mercaptan sulphur content in milligrams per cubic metre.

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 (m³) or one thousand cubic metres (10³m³) 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), RSC 1985, c E-4- (the "Act") and the Electricity and Gas Inspection Regulations, SOR 86/131 (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

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 Schedule 1 of the Contract, where possession of the gas changes from one party to the other.

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

- 1. All of the Union Expansion Facilities shall remain the property of Union. Union shall be entitled to remove said equipment at any time within a period of sixty (60) days from any termination or expiry of the Contract. Shipper shall take all necessary steps to ensure Union may enter the Pool Station to remove such equipment for a period of sixty (60) days after termination or expiry of the Contract.
- 2. Shipper shall, at Shipper's own cost and expense:
 - a. obtain the Pool Station Land Rights; and
 - b. furnish, install, set, and maintain suitable pressure and quantity control equipment and such additional equipment as required on Shipper's delivery system, to protect against the over pressuring of Union's facilities as set out in Article VI of the Contract and Schedule 1 of the Contract, protect Union from receiving gas not meeting the quality specification as set out in Article II herein, and to limit the daily flow of gas to the corresponding parameters as set out in the Article II of the Contract.
- 3. Shipper shall within thirty (30) days of the delivery of an invoice by Union, reimburse Union for any actual costs reasonably incurred by Union for any repair, replacement, relocation, or upgrading of any meter station or any Union Expansion Facilities requested by Shipper, or as required by law or by duly constituted regulatory body, or through good engineering practice. Union shall be responsible for any costs incurred by Union to correct an error made by Union.

4. Operation and Maintenance: Subject to this Article VI Section 3, each party shall be fully responsible for the continued operation, maintenance, repair and replacement of its respective facilities. Both parties agree to maintain cathodic protection on their respective facilities.
5. Inspection: Each party shall inspect its facilities as required by industry standards or by the appropriate regulatory body.
6. Each party shall decide, in its sole discretion, whether its facilities need to be repaired or replaced. In the event that repair or replacement is needed, the party undertaking such work will, to the extent possible, give the other party sixty (60) days' notice and will ensure that the work be done in a manner so as to minimize the amount of time the pipeline has restricted flows.

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 its regulatory body.
3. Check Measuring Equipment: Shipper may install, maintain and operate, at the Custody Transfer 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 Custody Transfer 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 (10) 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 notifies 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 receipts and 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 per cent (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 tenth (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 tenth (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 under the Contract, Union shall have the right to amend its statements 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; and,
 - 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 Services 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 Services 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, 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 three (3) 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 bill.

4. Taxes: In addition to the charges and rates as per the applicable rate schedules and price schedules, Shipper shall pay all Taxes which are imposed currently or subsequent to the execution of the Contract by any legal authority having jurisdiction and any amount in lieu of such Taxes paid or payable by Union.
5. Set Off: If Shipper shall, at any time, be in arrears under any of its payment obligations to Union under the Contract, then Union shall be entitled to reduce the amount payable by Union to Shipper under the Contract or any other contract by an amount equal to the amount of such arrears or other indebtedness to Union. 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, which shall be deemed to have been assigned to Union, to reduce such arrears or other indebtedness to Union.
6. Aid to Construction: Shipper agrees to reimburse Union for the Aid to Construction.

In the event Union has incurred costs, as set out herein, relative to the construction, installation or connection of the gas metering station prior to being notified by Shipper of Shipper's intention to terminate the Contract, Shipper shall promptly remit to Union such actual costs on presentation to Shipper of an invoice for same from Union.

All applicable Taxes will be applied to all amounts to be paid under this Section. Shipper warrants and represents that no payment to be made by Shipper under the Contract is subject to any withholding tax.

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, lightning, 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 the 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. In addition to the definition of force majeure in Article XI, Section 1 herein, for the purposes of the Contract, it shall also include the unforeseen reduction in natural gas usage and/or capacity of the local transmission system as described in Schedule 1 of the Contract, regardless of the duration of such unforeseen reduction, or any other cause, whether of the kind herein enumerated or otherwise, not within the reasonable control of the party claiming relief hereunder and which, by the exercise of due diligence, such party is unable to prevent or overcome.

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 applicable rate schedules and price schedules, with the approval of the OEB (if required), 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. RESERVED FOR FUTURE USE

N/A

XVII. RENEWALS

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. Shipper or Union may reduce the contract demands or terminate the Contract, with notice in writing to the other party, at least two (2) years prior to the expiration thereof.

XVIII. SERVICE CURTAILMENT

1. Capacity Sharing: Where requests for interruptible service hereunder exceed the capacity available for such Service, Union will authorize nominations from shippers and allocate capacity as per Union's procedures and policies and shippers shall be so advised. Any interruptible service provided herein are subordinate to any and all firm service supplied by Union, and subordinate to Union's own operational or system requirements.
2. Capacity Procedures: Union reserves the right to change its procedures and policies for sharing interruptible capacity and will provide Shipper with two (2) months' notice of any such change.

3. Maintenance: Union's facilities from time to time may require maintenance or construction. In the event that such event occurs and in Union's sole opinion, acting reasonably, may impact its ability to meet Shipper's requirements, Union shall provide at least ten (10) days' notice to the Shipper, except in the case of emergencies. In the event the maintenance impacts Union's ability to meet Shipper's requirements, Union shall not be liable for any damages and shall not be deemed to be in breach of the Contract. To the extent that Union's ability to receive or deliver gas is impaired, Demand Charge Relief shall be calculated and credited to Shipper's invoice in accordance with Article XI, Section 8 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, that can be scheduled and completed, and which would normally be expected to impact on Union's ability to meet its obligations of any Contract Year, during the period from April 1 through to October 31.
4. Shipper's Facilities: Shipper shall complete and maintain a plan which depicts all of Shipper's production storage facilities including all emergency shut off valves and emergency equipment and provide a copy to Union upon Union's request. Shipper shall provide to Union the names and telephone numbers of those persons whom Union may contact in the event of an emergency situation arising within the Shipper's facilities.

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 change to the financial assurances (including the Initial Financial Assurances and Security), if any, 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 for any reason (a "**Material Event**"), then Shipper shall within fourteen (14) days of receipt of 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**"). In the event that Shipper does not provide to Union such Security, Union may deem a default in accordance with the 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.

3. Regulatory Approval: Shipper represents and warrants to Union that Shipper possesses all licenses and permits needed to inject gas into, store gas in, and remove gas from the pool.

XX. MISCELLANEOUS PROVISIONS

1. Assignment: Shipper may not assign the Contract without the written consent of Union and, if required, the approval of the OEB. Should Union consent to the assignment, and if OEB approval is needed, Union will apply for OEB approval with all costs of the application to be paid by Shipper.
2. 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 Taxes, or other charges thereon.

XXI. PRECONDITIONS TO TRANSPORTATION SERVICES

1. The obligations of Union to provide 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 Services; and,
 - b. Union shall have obtained all internal approvals that are necessary or appropriate to provide the 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 the 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 Service HUB Contract or equivalent (the "**Facilitating Agreement**") with Union; and,
 - e. Shipper shall have paid any amounts owing pursuant to Schedule 1 Aid to Construction; and,
 - f. With regard to the Union Expansion Facilities:
 - i. 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 required to construct the Union Expansion Facilities;
 - ii. Union shall have obtained all internal approvals that are necessary or appropriate to construct the Union Expansion Facilities;
 - iii. Union shall have completed and placed into service the Union Expansion Facilities; and,
 - g. Shipper shall, at Shipper's own cost and expense, have obtained a registered lease or freehold ownership in Union's favour for the Union Expansion Facilities located at the Pool Station satisfactory to Union and sufficient to provide Union with free uninterrupted access to, from, under and above the Pool Station for a term (and extended terms) identical to the Contract, plus sixty (60) days (such land rights being referred to as the "**Pool Station Land Rights**"), and shall provide Union with a bona fide copy of such agreements prior to Union commencing the construction of the Union Expansion Facilities.
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 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, d, e, f i., f iii., and g 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 c 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.



uniongas

Effective
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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

*Dawn as a receipt point: Dawn (TCPL), Dawn (Facilities), Dawn (Tecumseh), Dawn (Vector) and Dawn (TSLE).

*Dawn as a delivery point: Dawn (Facilities).

(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) <u>Rate/GJ</u>	Commodity Charges			
		If Union supplies fuel Commodity Charge		If Shipper supplies fuel Fuel Ratio	
		Apr.1-Oct.31 <u>Rate/GJ</u>	Nov.1-Mar.31 <u>Rate/GJ</u>	Apr.1-Oct.31 <u>%</u>	Nov.1-Mar.31 <u>%</u>
a) Firm Transportation					
Between:					
St.Clair & Dawn	\$1.065	\$0.012	\$0.016	0.202%	0.260%
Ojibway & Dawn	\$1.065	\$0.027	\$0.018	0.437%	0.297%
Bluewater & Dawn	\$1.065	\$0.012	\$0.016	0.202%	0.260%
From:					
Parkway to Kirkwall	\$0.589	\$0.017	\$0.009	0.269%	0.154%
Parkway to Dawn	\$0.589	\$0.017	\$0.009	0.269%	0.154%
Kirkwall to Dawn	\$1.038	\$0.009	\$0.009	0.154%	0.154%
Dawn to Kirkwall	\$2.042	\$0.019	\$0.045	0.311%	0.732%
Dawn to Parkway	\$2.420	\$0.032	\$0.061	0.529%	0.980%
Kirkwall to Parkway	\$0.378	\$0.023	\$0.025	0.371%	0.402%
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	\$0.029	n/a	n/a	0.332%	0.154%
Dawn to Dawn-TCPL	\$0.135	n/a	n/a	0.154%	0.343%
d) Interruptible Transportation between two points within Dawn*					
*includes Dawn (TCPL), Dawn Facilities, Dawn (Tecumseh), Dawn (Vector) and Dawn (TSLE)				0.154%	0.154%

**(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.

		If Union supplies fuel		Commodity Charges 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	
		<u>Rate/GJ</u>	<u>Rate/GJ</u>	<u>%</u>	<u>%</u>	<u>Rate/GJ</u>
a) Firm Transportation						
Between:						
St.Clair & Dawn		\$0.048	\$0.051	0.202%	0.260%	\$0.035
Ojibway & Dawn		\$0.062	\$0.053	0.437%	0.297%	\$0.035
Bluewater & Dawn		\$0.048	\$0.051	0.202%	0.260%	\$0.035
From:						
Parkway to Kirkwall		\$0.133	\$0.127	0.873%	0.757%	\$0.019
Parkway to Dawn		\$0.133	\$0.127	0.873%	0.757%	\$0.019
Kirkwall to Dawn		\$0.052	\$0.052	0.854%	0.854%	\$0.034
Dawn to Kirkwall		\$0.124	\$0.150	0.915%	1.335%	\$0.067
Dawn to Parkway		\$0.148	\$0.169	1.132%	1.583%	\$0.080
Kirkwall to Parkway		\$0.064	\$0.065	0.975%	1.005%	\$0.012
b) Firm Transportation within Dawn						
Dawn to Dawn-Vector		n/a	n/a	0.332%	0.154%	\$0.001
Dawn to Dawn-TCPL		n/a	n/a	0.154%	0.343%	\$0.004

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.

Notes for Section (C) Rates:

- (1) A demand charge of \$0.068/GJ/day/month will be applicable to customers contracting for firm all day transportation service in addition to the demand charges appearing on this schedule for all firm transportation service paths.

(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.

Effective

January 1, 2014
O.E.B. Order # EB-2013-0365

Chatham, Ontario

Supersedes EB-2014-0050 Rate Schedule effective April 1, 2014.

**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/m³) 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. "m³" shall mean cubic metre of gas and "10³m³" 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;

19. "cricondenthem hydrocarbon dewpoint" shall mean the highest hydrocarbon dewpoint temperature on the phase envelope;
20. "hydrocarbon dewpoint" shall mean temperature at a specific pressure where hydrocarbon vapour condensation begins;
21. "specific gravity" shall mean density of the gas divided by density of air, with both at a temperature of 15 degrees Celsius, and at a pressure of 101.325 kilopascals absolute;
22. "Wobbe Number" shall mean gross heating value of the gas divided by the square root of its specific gravity.

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 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 bacteria, 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,
 - 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 four (0.4) molar percent by volume of oxygen in the gas,
 - f. shall not contain more than zero point five (0.5) molar percent by volume of carbon monoxide 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 gas,
 - i. shall not have a cricondenthem hydrocarbon dewpoint exceeding minus eight (-8) degrees Celsius,
 - j. shall have Wobbe Number from forty seven point fifty (47.50) megajoules per cubic metre of gas to fifty one point forty six (51.46) megajoules per cubic metre of gas, maximum of one point five (1.5) mole percent by volume of butane plus (C4+) in the gas, and maximum of four point zero (4.0) mole percent by volume of total inerts in the gas in order to be interchangeable with other Interconnecting Pipeline gas.
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 this Article II.
4. **Quality of Gas Received:** The quality of the gas to be received by Union hereunder is to be of a merchantable quality and in accordance with the quality 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 (m³) or one thousand cubic metres (10³m³) 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), RSC 1985, c E-4- (the "**Act**") and the Electricity and Gas Inspection Regulations, SOR 86/131 (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 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 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 (10) 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 notifies 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 receipts and 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 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.

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, lightning, 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, it will be necessary for Union to curtail Shipper's gas receipts to Union hereunder, via proration based on utilization of such facilities for the Day. This proration shall be determined by multiplying the capability of such facilities as available downstream of the impairment on the Day, by a fraction where the numerator is Shipper's nominated firm quantity and the denominator is the total of all such nominated firm quantities for nominated services and planned consumption for in-franchise customers on the Day. For the purposes of this Article XI, firm services shall mean all firm services provided by Union to in-franchise customers and ex-franchise shippers.

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;

"Business Day" shall mean any day, other than Saturday, Sunday or any days on which national banks in the Province of Ontario are authorized to close;

"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;

"cricondenthm hydrocarbon dewpoint" shall mean the highest hydrocarbon dewpoint temperature on the phase envelope;

"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" 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;

"Eastern Clock Time" shall mean the local clock time in the Eastern Time Zone on any Day;

"Expansion Facilities" shall mean any new facilities to be constructed by Union in order to provide Transportation Services;

"firm" shall mean service not subject to curtailment or interruption except under Articles XI, XII and XVIII herein;

"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/m³) 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;

"hydrocarbon dewpoint" shall mean temperature at a specific pressure where hydrocarbon vapour condensation begins;

"Interruptible Service HUB 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;

"m³" shall mean cubic metre of gas and "10³m³" shall mean 1,000 cubic metres of gas;

"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);

"specific gravity" shall mean density of the gas divided by density of air, with both at a temperature of 15 degrees Celsius, and at a pressure of 101.325 kilopascals absolute;

"Taxes" shall mean any tax (other than tax on income or tax on property), duty, royalty, levy, license, fee or charge not included in the charges and rates as per the applicable rate schedule (including but not limited to charges under any form of cap and trade, carbon tax, or similar system) and that is levied, assessed or made by any governmental authority on the gas itself, or the act, right, or privilege of producing, severing, gathering, storing, transporting, handling, selling or delivering gas under the Contract;

"TCPL" means TransCanada PipeLines Limited;

"Wobbe Number" shall mean gross heating value of the gas divided by the square root of its specific gravity.

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 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,
- shall be commercially free from bacteria, 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,
 - 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,
 - shall not contain more than five (5) milligrams of mercaptan sulphur per cubic metre of gas,
 - shall not contain more than two point zero (2.0) molar percent by volume of carbon dioxide in the gas,
 - shall not contain more than zero point four (0.4) molar percent by volume of oxygen in the gas,
 - shall not contain more than zero point five (0.5) molar percent by volume of carbon monoxide in the gas,
 - shall not contain more than four point zero (4.0) molar percent by volume of hydrogen in the gas,
 - shall not contain more than sixty-five (65) milligrams of water vapour per cubic metre of gas,
 - shall not have a cricondenthem hydrocarbon dewpoint exceeding minus eight (-8) degrees Celsius,
 - shall have Wobbe Number from forty seven point fifty (47.50) megajoules per cubic metre of gas to fifty one point forty six (51.46) megajoules per cubic metre of gas, maximum of one point five (1.5) mole percent by volume of butane plus (C4+) in the gas, and maximum of four point zero (4.0) mole percent by volume of total inerts in the gas in order to be interchangeable with other Interconnecting Pipeline gas.
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 this Article II.
4. Quality of Gas Received: The quality of the gas to be received by Union hereunder is to be of a merchantable quality and in accordance with the quality 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 (m³) or one thousand cubic metres (10³m³) at Union's discretion.
2. Determination of Volume and Energy:
- The volume and energy amounts determined under the Contract shall be determined in accordance with the Electricity and Gas Inspection Act (Canada), RSC 1985, c E-4- (the "**Act**") and the Electricity and Gas Inspection Regulations, SOR 86/131 (the "**Regulations**"), and any documents issued under the authority of the Act and Regulations and any amendments thereto.
 - 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 its 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 (10) 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 notifies 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 receipts and 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 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 tenth (10th) day of each month for all Transportation 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 tenth (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; and,
 - 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 Services 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 Services 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, 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 three (3) 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 bill.
4. Taxes:

In addition to the charges and rates as per the applicable rate schedules and price schedules, Shipper shall pay all Taxes which are imposed currently or subsequent to the execution of the Contract by any legal authority having jurisdiction and any amount in lieu of such Taxes paid or payable by Union.
5. Set Off:

If either party shall, at any time, be in arrears under any of its payment obligations to the other party under the Contract, 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, lightning, 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, it will be necessary for Union to curtail Shipper's gas receipts to Union hereunder, via proration based on utilization of such facilities for the Day. This prorating shall be determined by multiplying the capability of such facilities as available downstream of the impairment on the Day, by a fraction where the numerator is Shipper's nominated firm quantity and the denominator is the total of all such nominated firm quantities for nominated services and planned consumption for in-franchise customers on the Day. For the purposes of this Article XI, firm services shall mean all firm services provided by Union to in-franchise customers and ex-franchise shippers.

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 applicable rate schedules and price schedules, with the approval of the OEB (if required), 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 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

Contracts with an Initial Term of five (5) years or greater, with Receipt Points and Delivery Points of Parkway or Kirkwall or Dawn (Facilities), 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. Shipper may reduce the Contract Demand or terminate the Contract with notice in writing by Shipper 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 change 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 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.

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. Such assignment shall not be unreasonably withheld and shall be conditional upon the Assignee executing the Facilitating Agreement as per Article XXI herein. 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 Taxes, 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 the 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 Service HUB 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 c 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.

**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 F24 –T Agreement.
- 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. **Á** 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. **Á** 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. **Á** 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. **Á** 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. **Á** 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. **Á** 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. **Á** For Shippers electing firm all day transportation service, nominations shall be provided to Union's Gas Management Services as outlined in the F24 –T Agreement.
5. **Á** 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.Á 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.Á Nominations received after the nomination deadline shall, if accepted by Union, be scheduled after Nominations received before the nomination deadline.
- 8.Á All Services are required to be nominated in whole Gigajoules (GJ).
- 9.Á 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.Á 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.Á 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.Á 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 (1/20th) 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 (1/20th) of the quantity handled for that day, for each applicable Transportation Service.
- 13.Á 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.Á 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.

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	<u>DAWN (FACILITIES):</u>	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	<u>DAWN (TCPL):</u>	At the junction of Union's and TCPL's facilities, at or adjacent to Dawn (Facilities).
R, D	<u>DAWN (TECUMSEH):</u>	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	<u>DAWN (TSLE):</u>	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	<u>DAWN (VECTOR):</u>	At the junction of Union's and Vector Pipeline Limited Partnership (" Vector ") facilities, at or adjacent to Dawn (Facilities).
R, D	<u>PARKWAY (TCPL):</u>	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	<u>KIRKWALL:</u>	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	<u>PARKWAY (CONSUMERS):</u>	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	<u>LISGAR:</u>	At the junction of the facilities of Union and Enbridge situated at 6620 Winston Churchill Boulevard, City of Mississauga.
R, D	<u>OJIBWAY:</u>	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	<u>ST.CLAIR (MICHCON):</u>	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.

[illegible]
$$\frac{\mathcal{D}[c \cdot K]}{\mathcal{D}[c] \mid [a \cdot A \mid \bar{A} a \wedge \bar{A} \wedge c \wedge \bar{c} \wedge d \{ \wedge ! \bar{A} \} \vdash E]}$$

UNION GAS LIMITED
Miscellaneous Non-Energy Charges

Line No.	Service	Fee
	Residential Customer Class Service	
1	Connection Charge	\$35
2	Temporary Seal - Turn-off (Seasonal)	\$22
3	Temporary Seal - Turn-on (Seasonal)	\$35
4	Landlord Turn-on	\$35
5	Disconnect/Reconnect for Non-Payment	\$65
	Commercial/Industrial Customer Class Service	
6	Connection Charge	\$38
7	Temporary Seal - Turn-off (Seasonal)	\$22
8	Temporary Seal - Turn-on (Seasonal)	\$38
9	Landlord Turn-on	\$38
10	Disconnect/Reconnect for Non-Payment	\$65
	Statement of Account/History Statements	
11	History Statement (previous year)	\$15/statement
12	History Statement (beyond previous year)	\$40/hour
13	Duplicate Bills * (if processed by system)	No charge
14	Duplicate Bills * (if manually processed)	\$15/statement
	Dispute Meter Test Charges	
15	Meter Test - Residential Meter	\$50 flat fee for removal and test
16	Meter Test - Commercial/Industrial Meter	Hourly charge based on actual costs
	Direct Purchase Administration Charges	
17	Monthly fee per bundled t-service contract or unbundled U2 contract	\$75.00
18	Monthly per customer fee	\$0.19
19	Invoice Vendor Adjustment (IVA) fee (for each successfully submitted IVA transaction)	\$1.09

Notes:

- * Duplicate bill charges only apply when customer wants two copies of a bill. Lost bills from the last billing period will be replaced free of charge.

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y kj 'ij g'o gjv qf qmji { 'cr r tqxgf "d{ 'ij g'Dqctf 'lp'GD/4228/23390'

WPKP'I CUNKO K/GF"

Ceeqwpvpi 'Gpvt lgu'ht "
Uqwj 'Rwej cug'I cu'Xctkpeg'Ceeqwpv'
F ghgt tcnCeeqwpv'P q039;/328"

Vj ku'ceeqwpv'ku'cr r ncedrg'v'j g'Uqwj gtp'Qr gtcvqpu'ctgc'qh'Wpkqp'I cu'Nko kgf 0'Ceeqwpv'pwo dgtu'ctg'htqo "j g"
Wpkhqt "U{ ugo 'qh'Ceeqwpv'ht'I cu'Wkkkgu.'Ernu'C'r tguetldgf "wpf gt'j g'Qpvctk'Gpgti { 'Dqctf 'Cev0'

F gdk' /" Ceeqwpv'P q039;/328"
Qvj gt'F ghgttgf 'Ej cti gu'o'Uqwj 'Rwej cug'I cu'Xctkpeg'Ceeqwpv'

Etgf k' /" Ceeqwpv'P q0845"
Equv'qh'I cu'

Vq'tgeqtf.'cu'c'f gdk'*etgf k#lp'F ghgttcn'Ceeqwpv'P q039;/328.'j g'f khtgpeg'dgy ggp'j g'wpk'equv'qh'i cu'r wej cugf "
gcej "o qpj 'ht'j g'Uqwj gtp'Qr gtcvqpu'cpf 'j g'wpk'equv'qh'i cu'kpenw gf 'kp'j g'i cu'ucngu'tcvgu'cu'cr r tqxgf "d{ "j g"
Dqctf.'kpenw kpi "j g'f khtgpeg'dgy ggp'j g'cewcnj gcv'eqpv'qh'j g'i cu'r wej cugf "cpf "j g'htgecu'j gcv'eqpv'p'
kpenw gf 'kp'i cu'ucngu'tcvgu0'

F gdk' /" Ceeqwpv'P q039;/328"
Qvj gt'F ghgttgf 'Ej cti gu/'Uqwj 'Rwej cug'I cu'Xctkpeg'Ceeqwpv'

Etgf k' /" Ceeqwpv'P q0545"
Qvj gt'kpvgt guv'Gzr gpug"

Vq'tgeqtf.'cu'c'f gdk'*etgf k#lp'F ghgttcn'Ceeqwpv'P q039;/328.'kpvgt guv'gzr gpug'qp'j g'dcnpeg'lp'F ghgttcn'Ceeqwpv'
P q039;/3280Uko r ng'kpvgt guv'y kn'dg'eqo r wgf "o qpj n' "qp'j g'qr gplpi 'dcnpeg'lp'j g'uckf "ceeqwpv'lp'ceeqtf cpeg"
y kj "j g'o gj qf qm { 'cr r tqxgf "d{ "j g'Dqctf 'lp'GD/4228/23390'

WPKP'I CUNKO K/GF"

**Ceeqwpvpi 'Gpvtlgv'hqt"
Urqv'I cu'Xctkpeg'Ceeqwpv'
Fghgttcn'Ceeqwpv'Pq039;/329"**

Ceeqwpv'pwo dgtu'ctg'htqo "vj g'Wpklqto 'U{wgo "qh'Ceeqwpv'hqt'I cu'Wklkgu.'Ernu'C'r tguetldgf "wpf gt "vj g'Qpvtlkq"
Gpgti { "Dqctf 'Cev0

Fgdk' /" Ceeqwpv'Pq039;/329"
Qvj gt 'Fghgttgf 'Ej cti gu'oUr qv'I cu'Xctkpeg'Ceeqwpv'

Etgf k' /" Ceeqwpv'Pq0845"
Equv'qh'I cu"

Vq'tgeqtf."cu'c'f gdk'etgf k'lp'Fghgttcn'Ceeqwpv'Pq039;/329."vj g'f hgtgpeg'dgy ggp"vj g'wpl'equv'qh'ur qv'i cu"
r wtej cugf "gcej "o qpj "cpf "vj g'wpl'equv'qh'i cu'lpexf gf "lp"vj g'i cu'ucrgu'tcvgu'cu'cr r tqxgf "d{ "vj g'Dqctf "qp"vj g'ur qv"
xqmo gu'r wtej cugf "lp"zeguu'qh'r rppgf 'r wtej cugu0

Fgdk' /" Ceeqwpv'Pq0845"
Equv'qh'I cu"

Etgf k' /" """"""Ceeqwpv'Pq039;/329"
""""""Qvj gt 'Fghgttgf 'Ej cti gu'oUr qv'I cu'Xctkpeg'Ceeqwpv'

Vq'tgeqtf."cu'c'etgf k'f gdk'lp'Fghgttcn'Ceeqwpv'Pq039;/329."vj g'cr r tqxgf "i cu'lwrr n'ej cti gu'tgeqxgtgf "vj tqwi j "
vj g'f grkxgt { "eqo r qpwpv'qh'tcvgu0

Fgdk' /" Ceeqwpv'Pq039;/329"
Qvj gt 'Fghgttgf 'Ej cti gu'oUr qv'I cu'Xctkpeg'Ceeqwpv'

Etgf k' /" Ceeqwpv'Pq0545"
Qvj gt "lpvgt guv'Gzr gpug"

Vq'tgeqtf."cu'c'f gdk'etgf k'lp'Fghgttcn'Ceeqwpv'Pq039;/329."lpvgt guv'gzr gpug"qp"vj g'dcrpeg'lp'Fghgttcn'Ceeqwpv'
Pq039;/3290Uo r rg'lpvgt guv'y knldg'eqo r wgf "o qpj n' "qp"vj g'qr gplpi "dcrpeg'lp"vj g'uckf "ceeqwpv'lp'ceeqtfcpeg"
y kj "vj g'o gj qf qm { "cr r tqxgf "d{ "vj g'Dqctf "lp'GD/4228/23390"

WPKP'I CUNKO K/GF "

Ceeqwpvpi 'Gpvtlgu'htq "
Wpduqtdgf 'F go cpf 'Equw*WE+'Xctkpeg'Ceeqwpv'
FghgttcniCeeqwpvP q039;/32: "

Ceeqwpv'pwo dgtu'ctg'htqo "vj g'Wpkhtqto 'U{uvg "qhl'Ceeqwpw'htq'I cu'Wkklgu.'Encui'C'r tguetldgf "wpf gt'vj g'Qpvtlkq"
Gpgti { 'Dqctf 'Cev0

F gdk' /" CeeqwpvP q039; /32: "
Qvj gt'F ghgttgf 'Ej cti gu'o'Wpduqtdgf 'F go cpf 'Equw'Xctkpeg'Ceeqwpv'

Etgf k' /" CeeqwpvP q0885"
Vtcur qtcvkp'qh'I cu'd{ "Qvj gtu"

Vq'tgeqtf ."cu'c'f gdk'etgf k'lp'F ghgttcniCeeqwpvP q039; /32: ."vj g'f hgtgpeg'dgy ggp'vj g'cewcn'wpduqtdgf "
f go cpf "equw'lpewttgf "d{ "Wpkqp'cpf "vj g'co qwpv'qhl'wpduqtdgf "f go cpf "ej cti gu'kpenw gf "lp'tcvgu'cu'cr r tqxgf "d{ "vj g"
Dqctf 0'

F gdk' /" CeeqwpvP q0885"
Vtcur qtcvkp'qh'I cu'd{ "Qvj gtu"

Etgf k' /" CeeqwpvP q089; /32: "
Qvj gt'F ghgttgf 'Ej cti gu'o'Wpduqtdgf 'F go cpf 'Equw'Xctkpeg'Ceeqwpv'

Vq'tgeqtf ."cu'c'etgf k'f gdk'lp'F ghgttcniCeeqwpvP q039; /32: ."vj g'dgpghk'htqo "vj g'vgo r qtct{ "cuuki po gpv'qh"
wpwklk gf "ecr cek{ "wpf gt'Wpkpau'vcpur qtcvkp'eqpvtcew'vq'vj g'P qtvj gtp'cpf "Gcuvgtp'Qr gtcvqpu'Ctgc0Vj g'dgpghk"
y knldg'gs wcn'vq'vj g'tgeqxtg{ "qhl'r k gnlpg'f go cpf "ej cti gu'cpf "qvj gt'ej cti gu'tguwnkpi 'htqo "vj g'vgo r qtct{ "cuuki po gpv"
qh'wpwklk gf "ecr cek{ "vj cvj cxg'dggp'kpenw gf "lp'i cu'ucngu'tcvgu0'

F gdk' /" CeeqwpvP q039; /32: "
Qvj gt'F ghgttgf 'Ej cti gu'o'Wpduqtdgf 'F go cpf 'Equw'Xctkpeg'Ceeqwpv'

Etgf k' /" CeeqwpvP q0545"
Qvj gt'lpvgt gu'Gzr gpug"

Vq'tgeqtf ."cu'c'f gdk'etgf k'lp'F ghgttcniCeeqwpvP q039; /32: ."lpvgt gu'gzr gpug'qp'vj g'dcnpeg'lp'F ghgttcniCeeqwpv'
P q039; /32: 0Uko r ng'lpvgt gu'y knldg'eqo r wgf "o qpvj n{ "qp'vj g'qr gplpi "dcnpeg'lp'vj g'uckf "ceeqwpv'lp'ceeqtfcpeg"
y kj "vj g'o gjv qf qm{ { "cr r tqxgf "d{ "vj g'Dqctf 'lp'GD/4228/23390'

WPKP'I CUNKO K/GF "

Ceeqwpvpi 'Gpvtlgulhqt "
Kpxgpvqt { 'Tgxcnvcvqp'Ceeqwpv'
FghgttcniCeeqwpvPq039;/32; "

Ceeqwpvpwo dgtu'ctg'htqo 'yj g'Wpkhqtqto 'U{uvgq 'qhiCeeqwpw'htq'I cu'Wkkkgu.'Encuu'C.'r tguetldgf 'wpf gt'yj g'Qpvctkq"
Gpgti { 'Dqctf 'Cev0

Fgdk' /" CeeqwpvPq039;/32; "
Qvj gt'Fghgttgf 'Ej cti gu'o'Kpxgpvqt { 'Tgxcnvcvqp"

Etgfk' /" CeeqwpvPq0374"
I cu'lp'Uqtci g'/'Cxcckrdg'htq'Ucrg"

Vq'tgeqtf.'cu'c'f gdk'etgfk#lp'FghgttcniCeeqwpvPq039;/32; . 'yj g'f getgcug'petgcug+lp'yj g'xcnwg'qhi' cu'lp'xgpvqt { "
cxckrdg'htq'ucrg'vq'ucrgu'ugtxleg'ewuqo gtu'f wg'vq'ej cpi gu'lp'Wpkqp'u'y gki j vgf 'cxgtci g'equv'qhi' cu'er r tqxgf 'd { 'yj g'
Dqctf 'ht'cvg'o cnkpi 'r wtr qugu0''''''

Fgdk' /" CeeqwpvPq039;/32; "
Qvj gt'Fghgttgf 'Ej cti gu'o'Kpxgpvqt { 'Tgxcnvcvqp'Ceeqwpv"

Etgfk' /" CeeqwpvPq0545"
Qvj gt'Kpvtguv'Gzr gpug"

Vq'tgeqtf.'cu'c'f gdk'etgfk#lp'FghgttcniCeeqwpvPq039;/32; . 'lpvtguv'gzr gpug'qp'yj g'dcnpeg'lp'FghgttcniCeeqwpv'
Pq039;/32; 0Uko r rg'lpvtguv'y knldg'eqo r wgf 'o qpvy n' 'qp'yj g'qr gplpi 'dcnpeg'lp'yj g'uckf 'ceeqwpvlp'ceeqtf cpeg"
y kj 'yj g'b gvy qf qm { 'cr r tqxgf 'd { 'yj g'Dqctf 'lp'GD/4228/23390'

WPKP'I CUNKO K/GF"

Ceeqwpvpi 'Gpvt lgu'htq "
Fgo cpf 'Ukf g'O cpci go gpv'Xctkpeg'Ceeqwpv'
Fghgttcn'Ceeqwpv'Pq039;/333"

Ceeqwpv'pwo dgtu'ctg'htqo 'yj g'Wpklqto 'U{uwo 'qh'Ceeqwpv'htq'I cu'Wklkgu.'Ernu'C'r tguetldgf 'wpf gt 'yj g'Qpvtlq"
Gpgti { 'Dqctf 'Cev0

Fgdk' /" Ceeqwpv'Pq089;/333"
Fgo cpf 'Ukf g'O cpci go gpv'Xctkpeg'Ceeqwpv'

Etgf k' /" Ceeqwpv'Pq094: "
I gpgtcn'Gzr gpug"

Vq'tgeqtf 'cu'c'f gdk'*etgf k+'lp'F ghgttcn'Ceeqwpv'Pq039;/333.'yj g'f khtgpeg'dgy ggp'cewcn'cpf 'yj g'cr r tqxgf 'fk gev'F UO "
gzs gpf kwtg'dwf i gvewtgpw' 'cr r tqxgf 'ht' tgeqxt { 'lp' tcvgu.'rtqxkf gf 'yj cv'cp { 'gzeguu'qxgt 'yj g'cr r tqxgf 'fk gev'F UO "
gzs gpf kwtg'dwf i gv'f qgu'pqv'gzeggf '37' 'qh' yj g'fk gev'F UO 'gzs gpf kwtg'dwf i gv'0' Cp { 'gzeguu'qxgt 'yj g'cr r tqxgf 'fk gev'F UO "
gzs gpf kwtg'dwf i gv'ht 'yj g' { gct' o wv'dg'ht 'lpetgo gpv'cn'F UO 'xqno g'ucxkpi u' yj cv'ctg'equv'gh'gevkxg'cu'f gvgto lpgf 'd { 'yj g'
Vqvcn'Tguqweg'Equv'Vgu0'

Fgdk' /" Ceeqwpv'Pq089;/333"
Qyj gt 'F ghgttgf 'Ej cti gu'0'Fgo cpf 'Ukf g'O cpci go gpv'Xctkpeg'Ceeqwpv'

Etgf k' /" Ceeqwpv'Pq0545"
Qyj gt 'lpvgtguv'Gzr gpug"

Vq'tgeqtf.'cu'c'f gdk'*etgf k+'lp'F ghgttcn'Ceeqwpv'Pq039;/333.'lpvgtguv'gzs gpug'qp' yj g'dcnpeg'lp'F ghgttcn'Ceeqwpv'
Pq039;/3330Uo r ng'lpvgtguv'y kn'dg'eqo r wgf 'o qpj n' 'wr qp'lp'cn'k' cv'qp'qh' yj g' { gct' gpf 'dcnpeg'lp' yj g'uckf 'ceeqwpv'
lp'ceeqtfcpeg'y kj 'yj g'o gy qf qm { 'cr r tqxgf 'd { 'yj g'Dqctf 'lp'GD/4228/23390'

WPKP'I CUNKO K/GF"

**Ceeqwpvpi 'Gpvt lgu'ht ""
I cu'F kmt kdwkqp 'Ceegu' Twg'¶ I FCT+Equu'
F ght tcn Ceeqwpv'P q039; /334"**

Ceeqwpv'pwo dgtu'ctg'htqo 'y g'Wpklqto 'U{ ugo 'qh' Ceeqwpv'ht' I cu'Wkklgu. 'Encuu' C' r tguetldgf 'wpf gt' y g' Qpvtlkq"
Gpgti { 'Dqctf 'Cev0

F gdk' " /" Ceeqwpv'P q039; /334"
Qy gt' F ghttgf 'Ej cti gu' /' F ghttgf 'I cu'F kmt kdwkqp 'Ceegu' Twg'¶ I FCT+Equu"

Etgf k' /" Ceeqwpv'P q094: "
I gpgtcrn Gzr gpug"

Vq'tgeqtf. "cu'c' f gdk' *etgf k' #lp' F ghttcn Ceeqwpv'P q039; /334' y g' f khtgpeg' dgw ggp' y g' cewcn' equu' tgs wktgf "q"
ko r ngo gpv' y g' cr r tqr tlcw' r tgegu' cpf 'u{ ugo 'ej cpi gu' vq' cej kxg' eqo r rlcpeg' y kj 'I FCT' cpf "y g' equu' lpenw gf "lp"
tcwgu' cu' cr r tqxgf 'd { 'y g' Dqctf 0

F gdk' /" Ceeqwpv'P q089; /334"
Qy gt' F ghttgf 'Ej cti gu' /' F ghttgf 'I cu'F kmt kdwkqp 'Ceegu' Twg'¶ I FCT+Equu"

Etgf k' /" Ceeqwpv'P q0545"
Qy gt' k' pvt gu' Gzr gpug"

Vq'tgeqtf. "cu'c' f gdk' *etgf k' #lp' F ghttcn Ceeqwpv'P q039; /334. 'k' pvt gu' qp' y g' dcmpeg' lp' F ghttcn Ceeqwpv'P q039; /
3340 Uko r ng' k' pvt gu' y k' m' dg' eqo r wgf "o qp' y n' "qp' y g' q' r gplpi 'dcmpeg' lp' y g' uckf "ceeqwpv' lp' ceeqtf cpeg' y kj "y g"
o gyj qf qmji { "cr r tqxgf 'd { 'y g' Dqctf 'lp' GD/4228/23390'

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WPKP'I CUNKO K/GF"

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Ceeqwpvpi 'Gpvt lgu'ht"

Uj ctgf 'Ucxlpi u'O gej cpluo ""

FghgttcnlCeeqwpv'P q039;/337"

"

"

Ceeqwpv'pwo dgtu'ctg'htqo 'y g'Wpkhto 'U{uwo 'qh'Ceeqwpv'ht'I cu'Wkklgu.'Ernu'C'r tguetldgf 'wpf gt'y g'Qpvtlkq"
Gpgti { 'Dqctf 'Cev0

"

"

Fgdk' " /" Ceeqwpv'P q089; "/337"
Uj ctgf 'Ucxlpi u'O gej cpluo ""

"

"

Etgf k' " /" Ceeqwpv'P q079; "
O kuegmcpqwu'Qr gtcvpi 'Tgxgpwg"

"

"

Vq'tgeqtf.'cu'c'f gdk/lp'F ghgttcnlCeeqwpv'P q039;/337.'y g'uj ctgj qrf gt'ppegv'xg'gctpgf "d{ 'y g'Ego r cp{ 'lp'tgrv'kp"
xq'ku'F go cpf 'Ukf g'O cpci go gpv'F UO +'Rtqi tco u0'

"

"

"

Fgdk' " /" Ceeqwpv'P q089; "/337"
Qvj gt'F ghgttgf 'Ej cti gu'0'Uj ctgf 'Ucxlpi u'O gej cpluo ""

"

Etgf k' " /" Ceeqwpv'P q0545"
" " " Qvj gt'lpvgtguv'Gzr gpug"

"

Vq'tgeqtf.'cu'c'f gdk/lp'F ghgttcnlCeeqwpv'P q039;/337.'lpvgtguv'gzr gpug'qp'y g'dcrrpeg'lp'F ghgttcnlCeeqwpv'P q0'
39;/3370Uko r rg'lpvgtguv'y kn'dg'eqo r wgf 'o qpvj n{ 'wr qp'hpcrk' cvkp'qh'y g'{ gct'gpf 'dcrrpeg'lp'y g'uckf 'ceeqwpv'lp"
ceeqtfcpeg'y kj 'y g'o gvj qf qm{ { 'cr r tqxgf "d{ 'y g'Dqctf 'lp'GD/4228/23390'

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'WPKQP'I CUNKO K/GE'

**Ceeqwpvpi 'Gpvt lgu'htq' ""
Ectdqp'Fkzlf g'Qhugv'Etgf ku'
Fghgttcn Ceeqwpv'P q039; /339'**

Ceeqwpv'pwo dgtu'ctg'htqo 'y g'Wpkhtqto 'U{uwo 'qh'Ceeqwpv'htq'I cu'Wkklgu.'Ernu'C'r tguetldgf 'wpf gt' 'y g'Qpvtlkq"
Gpgti { 'Dqctf 'Cev0

Fgdk' /" Ceeqwpv'P q089; "/339"
Ectdqp'Fkzlf g'Qhugv'Etgf ku'

Etgf k' /" Ceeqwpv'P q079; "
O kuegmcpqwu'Qr gtcvpi 'Tgxgpwg"

Vq'tgeqtf.'cu'c'f gdk/lp'F ghgttcn Ceeqwpv'P q039; /339.'y g'co qwpv'tgr tguvpi 'r tqeggf u'htqo 'y g'ucng'qh'qt'qy gt"
f gcrpi u'lp'ectdqp'Fkzlf g'Qhugv'Etgf ku'gctpgf 'cu'c't guwn'qh'Wpkpau'F UO 'cevkxk{0

Fgdk' /" Ceeqwpv'P q089; "/339"
Qy gt'F ghgttgf 'Ej cti gu'o'Ectdqp'Fkzlf g'Qhugv'Etgf ku'

Etgf k' /" Ceeqwpv'P q0545"
Qy gt'lpvgtguv'Gzr gpug"

Vq'tgeqtf.'cu'c'f gdk/lp'F ghgttcn Ceeqwpv'P q039; /339.'lpvgtguv'gzr gpug'qp'y g'dcrrpeg'lp'F ghgttcn Ceeqwpv'P q0'
39; /3390Uko r ng'lpvgtguv'y kn'dg'eqo r wgf 'o qpy n' 'wr qp'hpcrk cvkqp'qh'y g'g'gct'gpf 'dcrrpeg'lp'y g'uckf 'ceeqwpv'lp"
ceeqtfcpeg'y kj 'y g'o gy qf qm { 'cr r tqxgf 'd { 'y g'Dqctf 'lp'GD/4228/23390'

WPKP'I CUNKO K/GF"

**Ceeqwpvpi 'Gpvt lgu'ht ""
Cxtci g'Wug'Rgt'Ewugo gt ""
FghgttcnCeeqwpvP q039;/33: "**

Ceeqwpv'pwo dgtu'ctg'htqo 'y g'Wpkhtqo 'U{uwo 'qh'Ceeqwpv'ht'I cu'Wkklgu.'Encu'C'r tguetldgf 'wpf gt 'y g'Qpvtlkq"
Gpgti { 'Dqctf 'Cev0

Fgdk' " /" CeeqwpvP q0722"
Ucrgu'Tgxgpwg"

Etgf k' /" CeeqwpvP q039;/33: "
Qvj gt 'F ghgttgf 'Ej cti gu'/'Cxtci g'Wug'Rgt'Ewugo gt "

Vq'tgeqtf 'cu'c'f gdk'etgf k'lp'F ghgttcnCeeqwpvP q039;/33: 'y g'o cti kp'xctkpeg'tguwnkpi 'htqo 'y g'f khtgpeg"
dgy ggp'y g'cewcn'tcwg'qh'f gerlpg'kp'wug/r gt/ewugo gt'cpf 'hqtgecu'tcwg'qh'f gerlpg'kp'wug/r gt/ewugo gt'lpewf gf 'kp"
i cu'f gkxgt { 'tcvgu'cu'cr r tqxgf 'd { 'y g'Dqctf 'kp'42350Cewcn'cpf 'hqtgecu'tcwg'qh'f gerlpgu'kp'wug/r gt/ewugo gt'y kn'dg"
ecrewrvgf 'qp'c'r gtegpvi g'cpf 'tcwg'encu'ur gekhe'dcuku'ht' 'tcwg'encu'gu'O 3.'O 4.'23'cpf '32.'dg'pqtto ctk gf 'ht"
y gcvj gt'cpf 'gzenwf g'y g'lo r ceu'cwtldwgf 'vq'F UO 'y j lej 'ctg'ecr wtgf 'kp'y g'Nquv'Tgxgpwg'Cflwwo gpv'O gej cpluo "
F ghgttcnCeeqwpvP q039;/970"

Fgdk' /" CeeqwpvP q039;/33: "
Qvj gt 'F ghgttgf 'Ej cti gu'/'Cxtci g'Wug'Rgt'Ewugo gt "

Etgf k' /" CeeqwpvP q0545"
Qvj gt 'kpvtguv'Gzr gpug"

Vq'tgeqtf .'cu'c'f gdk'etgf k'lp'F ghgttcnCeeqwpvP q039;/33: . 'kpvtguv'qp'y g'dcmpeg'kp'F ghgttcnCeeqwpvP q039;/33: 0'Uko r rg'kpvtguv'y kn'dg'eqo r wgf 'o qpj n' 'qp'y g'qr gpkpi 'dcmpeg'kp'y g'uckf 'ceeqwpv'kp'ceeqtf cpeg'y kj 'y g' o gj qf qm { 'cr r tqxgf 'd { 'y g'Dqctf 'kp'GD/4228/23390

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WPKP'I CUNKO K/GF "

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**Ceeqwpvpi 'Gpvt lgu'ht ""
EI CCR'vq'KHTUEqpxgtukqp'Equu'
FghgttcrnCeeqwpvPq039;/342"**

"

"

Ceeqwpv'pwo dgtu'ctg'htqo 'vj g'Wpkhtqto 'U{uvgto 'qh'Ceeqwpv'htq'I cu'Wkklgu.'Emu'C'r tguetldgf 'wpf gt'vj g'Qpvctkq"
Gpgti { 'Dqctf 'Cev0

"

Fgdk" " /" CeeqwpvPq039;/342"
" " " Qvj gt'Fghgttgf'Ejctigu'/'EI CCR'vq'KHTUEqpxgtukqp'Equu"

"

Etgf k' " /" CeeqwpvPq094: "
" " " I gpgtcrnGzr gpug"

"

Vq'tgeqtf.'cu'c'f gdk'etgf k'lp'FghgttcrnCeeqwpvPq039;/342'vj g'f khtgpeg'dgwy ggp'vj g'cewcnlpetgo gpcnlpqg/
vko g'cf o lpxkvcxg'equu'lpewttgf'vq'eqpxgtv'ceeqwpvpi 'r qrlkgu'cpf 'rtqeguugu'htqo 'vj gk'ewttgpn'eqo r rlcpeg'y kj "
Ecpcl kcp'I gpgtcm{ 'Ceegr vgf 'Ceeqwpvpi 'Rtlpek rgu'EI CCR'vq'vj gk'hwmtg'eqo r rlcpeg'y kj 'Kpvtgpcvqpcn'
HkpcpekcnTgr qt vpi 'Ucpf ctf u'KHTU'cpf 'vj g'equu'lpemf gf 'lp'tcvgu'cu'cr r tqxgf 'd{ 'vj g'Dqctf 0'

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Fgdk" " /" CeeqwpvPq039;/342"
" " " Qvj gt'Fghgttgf'Ejctigu'/'EI CCR'vq'KHTUEqpxgtukqp'Equu"

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Etgf k' " /" CeeqwpvPq0545"
" " " Qvj gt'Kpvtguv'Gzr gpug"

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Vq'tgeqtf.'cu'c'f gdk'etgf k'lp'FghgttcrnCeeqwpvPq039;/342.'Kpvtguv'qp'vj g'dcmpeg'lp'FghgttcrnCeeqwpvPq039;/
3420'Uko r rg'Kpvtguv'y knldg'eqo r wgf 'o qpvj n'qp'vj g'qr gplpi 'dcmpeg'lp'vj g'uckf 'ceeqwpv'lp'ceeqtf cpeg'y kj 'vj g'
o gyj qf qmji { 'cr r tqxgf 'd{ 'vj g'Dqctf 'lp'GD/4228/23390'

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**Ceeqwpv'pi 'Gpvt lgu'htq ""
Eqpugtxcv'qp'F go cpf 'O cpci go gpv'
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Ceeqwpv'pwo dgtu'ctg'htqo 'y g'Wp'htqto 'U{ uvg 'qh' Ceeqwpv'htq'I cu'Wk'k'gu.'Er'cu'c'r t'guetldgf'wpf gt'y g'Qp'v'ctkq"
Gpgti { 'Dqctf 'Cev0

Fgdk' /" Ceeqwpv'P q0534"
P qp/I cu'Qr gtcv'pi 'Tgxgpwg"

Etgf k' /" Ceeqwpv'P q089; /345"
Qj gt'F ghttgf 'Ej cti gu'o'Eqpugtxcv'qp'F go cpf 'O cpci go gpv'

Vq'tgeqtf.'cu'c'etgf k'lp'F ghttcn Ceeqwpv'P q039; /345.'72' 'qh'y g'cewcn'tgxgpwgu'i gpgtcv'gf'htqo 'y g'Eqpugtxcv'qp"
F go cpf 'O cpci go gpv'*EFO +r tqi tco 'y cv'y kn'dg'r c'k' 'q'ewuqo gtu'wr qp'cr r tqxcn'd { 'y g'Dqctf 'ht' 'tcv'o c'n'pi "
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Fgdk' /" Ceeqwpv'P q089; /345"
Qj gt'F ghttgf 'Ej cti gu'o'Eqpugtxcv'qp'F go cpf 'O cpci go gpv'

Etgf k' /" Ceeqwpv'P q0545"
Qj gt'lp'vgt guv'Gzr gpug"

Vq'tgeqtf.'cu'c'f'gd'k'etgf k'lp'F ghttcn Ceeqwpv'P q039; /345.'lp'vgt guv'gzr gpug'qp'y g'dc'p'eg'lp'F ghttcn Ceeqwpv'
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Ceeqwpvpi 'Gpvt lgu'ht "
F go cpf 'Uf g'O cpci go gpv'kpegpvkxg'
F ghgttcniCeeqwpvP q039; /348

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Ceeqwpv'pwo dgtu'ctg'htqo 'y g'Wpklqto 'U{ ugo 'qh'Ceeqwpw'ht'I cu'Wklkku.'Encui'C'r tguetldgf 'wpf gt 'y g'Qpvtlkq"
 Gpgti { 'Dqctf 'Cev0

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F gdk' " /" CeeqwpvP q039; /348"
 Qy gt 'F ghgttgf 'Ej cti gu'o 'F go cpf 'Uf g'O cpci go gpv'kpegpvkxg'"

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Etgf k' " /" CeeqwpvP q053; "
 Qy gt 'kpego g"

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Vq'tgeqtf.'cu'c'f gdk'k'p'F ghgttcniCeeqwpvP q039; /348.'y g'uj ctgj qrf gt 'kpegpvkxg'gctpgf 'd{ 'y g'Ego r cp{ 'k'tgrvklp"
 xq'ku'F go cpf 'Uf g'O cpci go gpv'F UO +'Rtqi tco u0'

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F gdk' " /" CeeqwpvP q039; /348"
 Qy gt 'F ghgttgf 'Ej cti gu'o 'F go cpf 'Uf g'O cpci go gpv'kpegpvkxg'"

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Etgf k' " /" CeeqwpvP q0545"
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Vq'tgeqtf.'cu'c'f gdk'etgf k'k'p'F ghgttcniCeeqwpvP q039; /348.'kpgtguv'qp'y g'dcmpeg'k'p'F ghgttcniCeeqwpvP q039; /
 3480'Uko r ng'kpgtguv'y knldg'eqo r wgf "o qpy n' "qp'y g'qr gplpi "dcmpeg'k'p'y g'uckf 'ceeqwpv'cv'y g'uj qtv'gto 'f gdv'tcvg"
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Rgpukqp'Ej cti g'qp'Vt cpukqp'q'WUI CCR"
Fghgt tcnCeeqwpvP q039;/349"

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Ceeqwpv'pwo dgtu'ctg'htqo "y g"Wpkhtqo "U{uwo "qh'Ceeqwpv'htq'I cu'Wkklgu.'Ernu'C'r tguetldgf "wpf gt "y g'Qpvtlkq"
Gpgti { "Dqctf "Cev0

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Fgdk' " /" CeeqwpvP q039;/349"
Qy gt 'F ghgttgf 'Ej cti gu'o'Rgpukqp'Ej cti g'qp'Vt cpukqp'q'WUI CCR"

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Etgf k' " /" CeeqwpvP q0434"
Tgvckpgf 'Gctplpi u"

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Vq'tgeqtf."cu'c"fgdk'lp'F ghgttcn'CeeqwpvP q039;/349."y g'co qwpvtgeqi pk gf 'lp'tgvckpgf "gctplpi u'cuuqekvgf "y kj "
vcpukqp'pi "ceeqwpvpi "ucpf ctf u'cpf "tgr qt vpi "q'WUI gpgtcm{ "Ceegr vgf "Ceeqwpvpi "Rtkpek rgu"i CCR+htq"
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Ceeqwpv'pwo dgtu'ctg'htqo 'y g'Wpkhto 'U{ ugo 'qh'Ceeqwpv'ht'I cu'Wkklgu.'Erui'C'r tguetldgf 'wpf gt'y g'Qpvctkq"
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F gdk' " /" Ceeqwpv'P q039;/34: "

" " " Qy gt'F ghgttgf 'Ej cti gu'ó'I cu'Uwr r n' 'Rcp'Tgxkg 'ó'Eqpuwncpv'Eqv'

"

Etgf k' " /" Ceeqwpv'P q094: "

" " " I gpgt tcnGzr gpug'"

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Vq'tgeqtf.'cu'c'f gdk'lp'F ghgt tcnCeeqwpv'P q039;/34: 'y g'equu'qh'j k lpi 'c'eqpuwncpv'q'wpf gt'cng'c'tgxkg 'qh'y g'
i cu'Uwr r n' 'r rcp.'i cu'Uwr r n' 'r rcp lpi 'r tqegu'cpf'i cu'Uwr r n' 'r rcp lpi 'o gy qf qm { 'cu'f k gev'f 'd { 'y g'Dqctf 'lp'GD/
4233/24320'

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F gdk' " /" Ceeqwpv'P q039;/34: "

" " " Qy gt'F ghgttgf 'Ej cti gu'ó'I cu'Uwr r n' 'Rcp'Tgxkg 'ó'Eqpuwncpv'Eqv'

"

Etgf k' " /" Ceeqwpv'P q0545"

" " " Qy gt'lpvgt gu'Gzr gpug"

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Vq'tgeqtf.'cu'c'f gdk'lp'F ghgt tcnCeeqwpv'P q039;/34: . 'lpvgt gu'qp'y g'dcncpeg'lp'F ghgt tcnCeeqwpv'P q039;/34: 0"
Uo r rg'lpvgt gu'y kn'dg'eqo r wgf 'o qp'y n' 'qp'y g'qr gplpi 'dcncpeg'lp'y g'uckf 'ceeqwpv'lp'ceeqtf cpeg'y kj 'y g'
o gy qf qm { 'cr r tqxgf 'd { 'y g'Dqctf 'lp'GD/4228/23390'

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FghgttcnCeeqwpvP q039;/34; "

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Ceeqwpv'pwo dgtu'ctg'htqo 'y g'Wpklqto 'U{ uwo 'qh'Ceeqwpv'ht'I cu'Wkrklgu.'Ernuu'C'r tguetldgf 'wpf gt'y g'Qpvtlkq"
Gpgti { "Dqctf 'Cev0

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F gdk' " /" CeeqwpvP q039; /34; "

" " " Qvj gt'F ghgttgf 'Ej cti gu'o'Rtgrctcvkp'qh'cwf kgf 'Wkrk' 'HpcpekriUcvgo gpw'

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Etgf k' " /" CeeqwpvP q094: "

" " " I gpgtcnGzr gpug""

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Vq'tgeqtf "cu'c'f gdk'lp'F ghgttcnCeeqwpvP q039; /34; "y g'equu'qh'y g'cppwcn'r tgrctcvkp'qh'cwf kgf 'wkrk' 'hpcpekri'
ucvgo gpw'cu'f kgevgf 'd{ 'y g'Dqctf 'lp'GD/4233/24320'

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F gdk' " /" CeeqwpvP q039; /34; "

" " " Qvj gt'F ghgttgf 'Ej cti gu'o'Rtgrctcvkp'qh'cwf kgf 'Wkrk' 'HpcpekriUcvgo gpw'

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Etgf k' " /" CeeqwpvP q0545"

" " " Qvj gt'lpvgtguv'Gzr gpug"

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Vq'tgeqtf ."cu'c'f gdk'lp'F ghgttcnCeeqwpvP q039; /34; ."lpvgtguv'qp'y g'dcnppeg'lp'F ghgttcnCeeqwpvP q039; /34; 0"

Uo r rg'lpvgtguv'y kn'dg'eqo r wgf "o qpvy n' "qp'y g'qr gplpi "dcnppeg'lp'y g'uckf "ceeqwpv'lp'ceeqtf cpeg'y kj 'y g"

o gjv qf qmji { "crr tqxgf 'd{ 'y g'Dqctf 'lp'GD/4228/23390'

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UNION GAS LIMITED

**Accounting Entries for
Upstream Transportation FT-RAM Optimization
Deferral Account No. 179-130**

Account numbers are from the Uniform System of Accounts for Gas Utilities, Class A prescribed under the Ontario Energy Board Act.

Debit	-	Account No. 579 Miscellaneous Operating Revenue
Credit	-	Account No. 179-130 Other Deferred Charges – Upstream Transportation FT-RAM Optimization

To record as a credit in Deferral Account No. 179-130 the ratepayer portion of net revenues related to FT-RAM optimization as ordered by the Board in EB-2012-0087. Net revenue is defined as FT-RAM optimization revenue less related third party costs and incremental compressor fuel and UFG costs directly attributable to the provision of FT-RAM optimization transportation services.

Debit	-	Account No. 323 Other Interest Expense
Credit	-	Account No. 179-130 Other Deferred Charges – Upstream Transportation FT-RAM Optimization

To record, as a credit in Deferral Account No. 179-130, interest on the balance in Deferral Account No. 179-130. Simple interest will be computed monthly upon finalization of the year- end balance in the said account in accordance with the methodology approved by the Board in EB-2006-0117.

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**Ceeqwpvpi 'Gpvt lgu'htq ""
'Wrtut gco 'Vt cpur qt vckqp'Qr vko k cckqp"
F ghgt tcnCeeqwpvP q039; /353"**

"

"

Ceeqwpv'pwo dgtu'ctg'htqo 'vj g'Wpkhtqo 'U{ uvgq 'qh'Ceeqwpv'htq'I cu'Wkklgu.'Erui'C'r tguetldgf 'wpf gt 'vj g'Qpvtlq"
Gpgti { "Dqctf 'Cev0

"

F gdk' " /" CeeqwpvP q039; /353"
" " " Qvj gt 'F ghgttgf 'Ej cti gu'o 'Wrtut gco 'Vt cpur qt vckqp'Qr vko k cckqp"

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Etgf k' " /" CeeqwpvP q0848"
" " " Gzej cpi g'I cu"

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Vq'tgeqtf "cu'c'f gdk'lp'F ghgttcn'CeeqwpvP q039; /353'c'tgegkxcdrg'htqo 'ewuqo gtu'cpf 'c'tgf wevckp'lp'equv'qh'i cu'htq"
vj g'wpk'tcvg'qh'qr vko k cckqp'tgxgpwgu'tghwpgf 'vq'lp/htcpej kug'ewuqo gtu'o wmr nkgf 'd { "vj g'cewcnf kmtldwckp"
vcpur qt vckqp"xqmo gu0

"

F gdk' " /" CeeqwpvP q079; "
" " " O kuegnrpgqwu'Qr gtcvki 'Tgxgpwg"

"

Etgf k' " /" CeeqwpvP q039; /353"
" " " Qvj gt 'F ghgttgf 'Ej cti gu'o 'Wrtut gco 'Vt cpur qt vckqp'Qr vko k cckqp"

"

Vq'tgeqtf "cu'c'etgf k'lp'F ghgttcn'CeeqwpvP q039; /353'c'r c {cdrg'vq'ewuqo gtu'cpf 'c'tgf wevckp'lp'vcpur qt vckqp"
tgxgpwg'gs wcn'vq'vj g'tcvg r c {gt'r qt vckp'"; 2' +qh'vj g'cewcn'pgv'tgxgpwg'htqo 'i cu'uw r n' "qr vko k cckqp'cewxkkgu0

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F gdk' " /" CeeqwpvP q0545"
" " " Qvj gt 'lpvgt guv'Gzr gpug"

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Etgf k' " /" CeeqwpvP q039; /353"
" " " Qvj gt 'F ghgttgf 'Ej cti gu'o 'Wrtut gco 'Vt cpur qt vckqp'Qr vko k cckqp"

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Vq'tgeqtf ."cu'c'f gdk'etgf k'lp'F ghgttcn'CeeqwpvP q039; /353.'lpvgt guv'qp'vj g'dcnpeg'lp'F ghgttcn'CeeqwpvP q039; /
3530'Ulo r rg'lpvgt guv'y kmldg'eqo r wgf "o qpj n' "wr qp'lpvck k cckqp'qh'vj g" { gct/"gpf "dcnpeg'lp'vj g'uckf "ceeqwpv'lp"
ceeqtfcpeg'y kj "vj g'o gj qf qmi { "cr r tqxgf "d { "vj g'Dqctf 'lp'GD/4228/23390

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UNION GAS LIMITED

**Accounting Entries for
Normalized Average Consumption (NAC) Account
Deferral Account No. 179-133**

Account numbers are from the Uniform System of Accounts for Gas Utilities, Class A prescribed under the Ontario Energy Board Act.

Debit	-	Account No. 179-133 Normalized Average Consumption Account
Credit	-	Account No. 500 Sales Revenue

To record as a debit (credit) in Deferral Account No. 179-133 the variance in revenue resulting from the difference between forecast normalized average consumption (NAC) included in rates as approved by the Board and actual NAC for general service rate classes Rate M1, Rate M2, Rate 01, and Rate 10.

Debit	-	Account No. 179-133 Normalized Average Consumption Account
Credit	-	Account No. 323 Other Interest Expense

To record, as a debit (credit) in Deferral Account No. 179-133, interest on the balance in Deferral Account No. 179-133. Simple interest will be computed monthly on the opening balance in the said account in accordance with the methodology approved by the Board in EB-2006-0117.

UNION GAS LIMITED

**Accounting Entries for
Tax Variance Deferral Account
Deferral Account No. 179-134**

Account numbers are from the Uniform System of Accounts for Gas Utilities, Class A prescribed under the Ontario Energy Board Act.

Debit	-	Account No. 179-134 Tax Variance Deferral Account
Credit	-	Account No. 300 Operating Revenues

To record as a debit (credit) in Deferral Account No. 179-134 50% of the variance in costs resulting from the difference between the actual tax rates and the approved tax rates included in rates as approved by the Board.

Debit	-	Account No. 179-134 Tax Variance Deferral Account
Credit	-	Account No. 323 Other Interest Expense

To record, as a debit (credit) in Deferral Account No. 179-134, interest on the balance in Deferral Account No. 179-134. Simple interest will be computed monthly on the opening balance in the said account in accordance with the methodology approved by the Board in EB-2006-0117.

UNION GAS LIMITED

**Accounting Entries for
Unaccounted for Gas (UFG) Volume Variance Account
Deferral Account No. 179-135**

Account numbers are from the Uniform System of Accounts for Gas Utilities, Class A prescribed under the Ontario Energy Board Act.

Debit	-	Account No. 179-135 UFG Volume Variance Account
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Credit	-	Account No. 654 Gas Losses
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To record as a debit (credit) in Deferral Account No. 179-135 the difference between the UFG recovered in revenue at rates approved by the Board and the actual cost of UFG expensed, in excess of \$5 million.

Debit	-	Account No. 179-135 UFG Volume Variance Account
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Credit	-	Account No. 323 Other Interest Expense
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To record, as a debit (credit) in Deferral Account No. 179-135, interest on the balance in Deferral Account No. 179-135. Simple interest will be computed monthly on the opening balance in the said account in accordance with the methodology approved by the Board in EB-2006-0117.

UNION GAS LIMITED

**Accounting Entries for
Parkway West Project Costs
Deferral Account No. 179-136**

Account numbers are from the Uniform System of Accounts for Gas Utilities, Class A prescribed under the Ontario Energy Board Act.

Debit	-	Account No.179-136 Other Deferred Charges – Parkway West Project Costs
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Credit	-	Account No. 579 Miscellaneous Operating Revenue
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To record, as a debit (credit) in Deferral Account No. 179-136, the difference between the actual revenue requirement related to the costs for the Parkway West Project and the revenue requirement included in rates as approved by the Board.

Debit	-	Account No.179-136 Other Deferred Charges – Parkway West Project Costs
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Credit	-	Account No. 323 Other Interest Expense
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To record, as a debit (credit) in Deferral Account No. 179-136, interest on the balance in Deferral Account No. 179-136. Simple interest will be computed monthly on the opening balance in the said account in accordance with the methodology approved by the Board in EB-2006-0117.

2014 Rates
Overview of Working Papers

- Schedule 1** **Calculation of Price Cap Index** – This schedule provides the calculation of the average annual percentage change in the GDP IPI FDD over the four quarters ending June 2013.
- Schedule 2** **Calculation of Price Cap Adjustment** – This schedule takes the 2014 PCI and applies it to 2013 approved revenue adjusted for DSM costs, Upstream Transportation costs and One-Time Adjustments per the Settlement Agreement to arrive at the overall price cap adjustment.
- Schedule 3** **Summary of 2014 Proposed Rates** – This schedule summarizes the proposed changes to rates for 2014 by rate class.
- Schedule 4** **Detailed In-franchise and Ex-franchise Rates** – This schedule provides detailed support for the proposed rate changes summarized in Schedule 3.
- Schedule 5** **Rate Impact Continuity** – This schedule provides the rate class-specific impacts of each of the adjustments to the 2013 revenue to arrive at the final 2014 revenue.
- Schedule 6** **Percentage Change in Average Unit Price – In-franchise Rate Classes** – This schedule identifies average unit price changes for in-franchise rate classes.
- Schedule 7** **General Service Customer Bill Impacts** – This schedule provides illustrative customer bill impacts for general service customers in Rates M1, M2, R01, and R10.
- Schedule 8** **Summary of Approved 2013 Revenue Changes** – This schedule shows the approved revenue changes that occurred during the 2013 year.
- Schedule 9** **Allocation of 2014 One-Time Adjustments** – This schedule shows the allocation of the 2014 One-time Adjustments by rate class per the Settlement Agreement, specifically a Deferred Tax Drawdown adjustment and an Administrative & General O&M Expense adjustment.
- Schedule 10** **Summary of 2014 Capital Pass Through Adjustments** – This schedule summarizes the 2014 capital pass-through adjustments by rate class related to Union’s Parkway West project.

- Schedule 11** **Calculation of 2014 DSM Budget** – This schedule shows the calculation of the 2014 DSM budget included in 2014 rates.
- Schedule 12** **Calculation of 2014 NAC Target Percentage Change** – This schedule shows the calculation of the NAC target percentage change used to adjust billing units for General Service classes M1, M2, R01 and R10.
- Schedule 13** **Summary of S&T Transactional Margin Included in 2014 Rates** – This schedule shows the approved reference amounts included in 2014 rates.
- Schedule 14** **Summary of Gas Supply Optimization Margin Included in 2014 Rates** – This schedule summarizes the gas supply optimization margin amounts included in 2014 rates and shows the allocation of the ratepayer portion of the margin to rate classes.
- Schedule 15** **Total Upstream Transportation Costs in Union North Rates** – This schedule provides the upstream transportation costs by rate class. Adjustments to upstream transportation costs are managed through the QRAM and will not be adjusted as part of the price cap formula.
- Schedule 16** **Calculation of 2014 Gas Supply Admin Charge** – This schedule shows the calculation of the 2014 Gas Supply Administration charge included in Union’s Commodity & Fuel rate.
- Schedule 17** **Calculation of 2014 Tax Rate Change Adjustment** – This schedule provides the calculation of the ratepayer portion of the tax rate changes compared to 2013 Board-approved rates. This schedule also calculates the revenue adjustment required in 2014.
- Schedule 18** **2012 Lost Revenue Adjustment Mechanism (“LRAM”) Volumes for 2014 Rate Calculations** – This schedule provides the 2012 audited LRAM-related volume adjustments by contract rate class for 2014 rate calculation.
- Schedule 19** **Calculation of Supplemental Service Charges** – This schedule provides the calculation of Union’s charges for supplemental services.
- Schedule 20** **Unbundled Delivery Rate Detail - Southern Operations Area** – This schedule provides the derivation of the Rate U2 delivery rates.

- Schedule 21*** **Derivation of Unit Rate Changes Related to Gas Costs in Distribution Rates** - This schedule is comparable to Tab 2, Schedule 4 of Union's QRAM schedules. This schedule provides the rate class impacts and resulting unit delivery rate changes arising from the change in the Ontario Landed Reference Price from \$4.771/GJ (October 2013 QRAM) to \$4.868/GJ (January 2014 QRAM) and the change in the Ontario Landed Reference Price from \$4.868/GJ (January 2014 QRAM) to \$6.171/GJ (April 2014 QRAM).
- Schedule 22*** **Rate Continuity including update to Gas Costs in Distribution Rates** - This schedule shows the gas cost changes in distribution rates related to the January 2014 (EB-2013-0413) and the April 2014 (EB-2014-0050) in addition to the 2014 IR related changes.
- Schedule 23*** **Summary of 2014 Rate Adjustments by Rate Class (for the retro period)** - This schedule shows the derivation of General Service unit rates to prospectively recover, over the balance of 2014, the amounts arising from the June 2014 implementation of EB-2013-0365 rates effective January 2014.

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UNION GAS LIMITED
Union South
Ex-Franchise Customers
Effective January 1, 2014

Line No.	Particulars	Billing Units	Adjustments to 2013 Base Rates								
			Current Approved Forecast Usage (1)	Current Approved Revenue (2)	Current Approved Rates (3)	One-Time Adjustments Settlement Agreement (4)	2013 Capital Pass-Throughs	Upstream Transportation	Adjusted Revenue	Price Cap Index	Price Cap Index
			(\$000's)	(\$000's)	(\$/ GJ)	(\$000's)	(\$000's)	(\$000's)	(\$000's)	(\$000's)	(%)
			(a)	(b)	(c)	(d)	(e)	(f)	(g) = (b+d+e+f)	(h)	(i)
	M12 Transportation Service										
	Demand:										
	Dawn to Kirkwall										
1	- 12 months	GJ/d/mo	419,318	11,312	2.011	52	-	-	11,363	58	
2	- 10 months	GJ/d/mo	304,563	6,124	2.011	28	-	-	6,152	31	
3	- 2 months	GJ/d/mo	18,365	74	2.011	0	-	-	74	0	
4	- F24-T - 12 months	GJ/d/mo	49,500	40	0.068	-	-	-	40	0	
	Dawn to Parkway										
5	- 12 months	GJ/d/mo	3,226,050	101,007	2.382	463	-	-	101,470	517	
6	- 10 months	GJ/d/mo	65,000	1,549	2.382	7	-	-	1,556	8	
7	- 3 months	GJ/d/mo	2,000	14	2.382	0	-	-	14	0	
8	- F24-T - 12 months	GJ/d/mo	307,000	319	0.068	-	-	-	319	2	
	M12-X Easterly (between Dawn, Kirkwall and Parkway)										
9	- 12 months	GJ/d/mo	391,011	11,179	2.382	51	-	-	11,230	57	
	M12-X Westerly (between Dawn, Kirkwall and Parkway)										
10	- 12 months	GJ/d/mo	391,011	2,717	0.579	13	-	-	2,730	14	
	Kirkwall to Parkway										
11	- 12 months	GJ/d/mo	88,497	395	0.372	2	-	-	397	2	
12	- 2 months	GJ/d/mo	174,752	130	0.372	1	-	-	131	1	
	Commodity:										
13	Easterly - Providing Own Fuel	GJ	705,499,899	22,625		-	-	-	22,625	115	
	Westerly - Providing Own Fuel	GJ									
14	Parkway to Kirkwall/Dawn		905,475	12		-	-	-	12	0	
15	Kirkwall to Dawn		5,031,274	37		-	-	-	37	0	
16	Total Rate M12		711,436,648	157,532		617	-	-	158,149	807	0.51%

Notes:

- (1) EB-2011-0210, Rate Order, Working Papers, Schedule 14, column (a). Conversion factor of 37.75 GJ per 10³m³.
(2) EB-2013-0365, Rate Order, Working Papers, Schedule 8, Page 2, column (f).
(3) EB-2013-0316, Appendix A, rates effective October 1, 2013.
(4) EB-2013-0365, Rate Order, Working Papers, Schedule 9, column (i).

UNION GAS LIMITED
Union South
Ex-Franchise Customers
Effective January 1, 2014

Line No.	Particulars	Billing Units	2014	2014	2014 Capital	Add Back	Proposed	Proposed	Billing Unit Adjustments		Proposed			Rate Change (%)
			Tax Related Adjustments (5) (\$000's)	DSM (\$000's)	Pass-Throughs (6) (\$000's)	Upstream Transportation (\$000's)	Revenue (\$000's)	Rates (\$/ GJ)	Demand Adjustment	LRAM Adjustment	Usage including Demand & LRAM (r) = (a + p + q)	Revenue (\$000's)	Rates (\$/ GJ)	
			(j)	(k)	(l)	(m) = (-f)	(n) = (g+h+j+k+l+m)	(o) = (n / a)	(p)	(q)		(s)	(t) = (s / r)	(u)
<u>M12 Transportation Service</u>														
Demand:														
Dawn to Kirkwall														
1	- 12 months	GJ/d/mo	14	-	51	-	11,487				419,318	11,487	2.042	
2	- 10 months	GJ/d/mo	8	-	28	-	6,219				304,563	6,219	2.042	
3	- 2 months	GJ/d/mo	0	-	0	-	75				18,365	75	2.042	
4	- F24-T - 12 months	GJ/d/mo	-	-	-	-	40				49,500	40	0.068	
Dawn to Parkway														
5	- 12 months	GJ/d/mo	129	-	472	-	102,589				3,226,050	102,589	2.420	
6	- 10 months	GJ/d/mo	2	-	7	-	1,573				65,000	1,573	2.420	
7	- 3 months	GJ/d/mo	0	-	0	-	15				2,000	15	2.420	
8	- F24-T - 12 months	GJ/d/mo	-	-	-	-	321				307,000	321	0.068	
M12-X Easterly (between Dawn, Kirkwall and Parkway)														
9	- 12 months	GJ/d/mo	14	-	52	-	11,354				391,011	11,354	2.420	
M12-X Westerly (between Dawn, Kirkwall and Parkway)														
10	- 12 months	GJ/d/mo	4	-	15	-	2,762				391,011	2,762	0.589	
Kirkwall to Parkway														
11	- 12 months	GJ/d/mo	1	-	2	-	401				88,497	401	0.378	
12	- 2 months	GJ/d/mo	0	-	1	-	132				174,752	132	0.378	
Commodity:														
13	Easterly - Providing Own Fuel	GJ	-	-	-	-	22,740				705,499,899	22,740		
14	Westerly - Providing Own Fuel	GJ												
14	Parkway to Kirkwall/Dawn						12				905,475	12		
15	Kirkwall to Dawn						37				5,031,274	37		
16	Total Rate M12		<u>172</u>	<u>-</u>	<u>629</u>	<u>-</u>	<u>159,756</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>716,873,715</u>	<u>159,756</u>		<u>1.41%</u>

Notes:

- (5) EB-2013-0365, Rate Order, Working Papers, Schedule 17, Page 2, column (b).
(6) EB-2013-0365, Rate Order, Working Papers, Schedule 10.

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Adjustments to 2013 Base Rates											
Line No.	Particulars	Billing Units	Current Approved Forecast Usage (1)	Current Approved Revenue (2) (\$000's)	Current Approved Rates (3) (\$/ GJ)	One-Time Adjustments Settlement Agreement (4) (\$000's)	2013 Capital Pass-Throughs (\$000's)	Upstream Transportation (\$000's)	Adjusted Revenue (\$000's)	Price Cap Index (\$000's)	Price Cap Index (%)
			(a)	(b)	(c)	(d)	(e)	(f)	(g) = (b+d+e+f)	(h)	(i)
<u>M13 Transportation of Locally Produced Gas</u>											
1	Monthly Fixed Charge	monthly	15	167	\$926.60	-	-	-	167	1	
2	Transmission Commodity Charge	GJ	5,934,507	200	0.034	1	-	-	201	1	
3	Commodity	GJ	5,934,507	42	0.007	-	-	-	42	0	
4	Total Rate M13		<u>5,934,507</u>	<u>409</u>		<u>1</u>	<u>-</u>	<u>-</u>	<u>410</u>	<u>2</u>	<u>0.51%</u>
<u>M16 Transportation Service</u>											
5	Monthly Fixed Charge	monthly	4	71	\$1,474.12	-	-	-	71	0	
6	Transmission Commodity Charge	GJ	6,236,394	211	0.034	1	-	-	212	1	
Charges West of Dawn:											
7	Firm Demand Charge	GJ/d	17,846	227	1.059	0	-	-	227	1	
8	Fuel & UFG to Dawn	GJ	4,098,775	29	0.007	-	-	-	29	0	
9	Fuel & UFG to Pool	GJ	4,098,775	86	0.021	-	-	-	86	0	
Charges East of Dawn:											
10	Firm Demand Charge	GJ/d	9,067	81	0.741	-	-	-	81	0	
11	Fuel & UFG to Dawn	GJ	2,137,619	15	0.007	-	-	-	15	0	
12	Fuel & UFG to Pool	GJ	2,137,619	15	0.007	-	-	-	15	0	
13	Total Rate M16		<u>12,472,788</u>	<u>733</u>		<u>1</u>	<u>-</u>	<u>-</u>	<u>735</u>	<u>4</u>	<u>0.51%</u>

Notes:
(1) EB-2011-0210, Rate Order, Working Papers, Schedule 14, column (a). Conversion factor of 37.75 GJ per 10³m³.
(2) EB-2013-0365, Rate Order, Working Papers, Schedule 8, Page 2, column (f).
(3) EB-2013-0316, Appendix A, rates effective October 1, 2013.
(4) EB-2013-0365, Rate Order, Working Papers, Schedule 9, column (i).

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Line No.	Particulars	Billing Units	2014	2014	2014 Capital	Add Back	Proposed	Proposed	Billing Unit Adjustments		Proposed			Rate Change (%)
			Tax Related	DSM	Pass-Throughs (6)	Upstream	Revenue	Rates	Demand Adjustment	LRAM Adjustment	Usage including Demand & LRAM	Revenue (\$000's)	Rates (\$/ GJ)	
			Adjustments (5) (\$000's)	(\$000's)	(\$000's)	Transportation (\$000's)	(\$000's)	(\$/ GJ)						
			(j)	(k)	(l)	(m) = (-f)	(n) = (g+h+j+k+l+m)	(o) = (n / a)	(p)	(q)	(r) = (a + p + q)	(s)	(t) = (s / r)	(u)
<u>M13 Transportation of Locally Produced Gas</u>														
1	Monthly Fixed Charge	monthly	-	-	-		168				15	168	\$931.32	
2	Transmission Commodity Charge	GJ	0	-	(0)		202				5,934,507	202	0.034	
3	Commodity	GJ	-	-	-		42				5,934,507	42	0.007	
4	Total Rate M13		<u>0</u>	<u>-</u>	<u>(0)</u>	<u>-</u>	<u>412</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>5,934,507</u>	<u>412</u>		<u>0.69%</u>
<u>M16 Transportation Service</u>														
5	Monthly Fixed Charge	monthly	-	-	-		71				4	71	\$1,481.63	
6	Transmission Commodity Charge	GJ	0	-	(0)		213				6,236,394	213	0.034	
Charges West of Dawn:														
7	Firm Demand Charge	GJ/d	0	-	(0)		228				17,846	228	1.065	
8	Fuel & UFG to Dawn	GJ	-	-	-		29				4,098,775	29	0.007	
9	Fuel & UFG to Pool	GJ	-	-	-		87				4,098,775	87	0.021	
Charges East of Dawn:														
10	Firm Demand Charge	GJ/d	-	-	-		82				9,067	82	0.753	
11	Fuel & UFG to Dawn	GJ	-	-	-		15				2,137,619	15	0.007	
12	Fuel & UFG to Pool	GJ	-	-	-		15				2,137,619	15	0.007	
13	Total Rate M16		<u>0</u>	<u>-</u>	<u>(0)</u>	<u>-</u>	<u>739</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>12,472,788</u>	<u>739</u>		<u>0.72%</u>

Notes:

(5) EB-2013-0365, Rate Order, Working Papers, Schedule 17, Page 2, column (b).

(6) EB-2013-0365, Rate Order, Working Papers, Schedule 10.

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Line No.	Particulars	Billing Units	Current Approved Forecast Usage (1)	Current Approved Revenue (2) (\$000's)	Current Approved Rates (3) (\$/ GJ) (c)	Adjustments to 2013 Base Rates						Price Cap Index (\$000's) (h)	Price Cap Index (%) (i)
						One-Time Adjustments Settlement Agreement (4) (\$000's) (d)	2013 Capital Pass-Throughs (\$000's) (e)	Upstream Transportation (\$000's) (f)	Adjusted Revenue (\$000's) (g) = (b+d+e+f)				
			(a)	(b)									
	C1 Cross Franchise Transportation Service												
	Storage Service:												
1	Peak Storage(Short-term)	GJ	22,489,337	7,883		16	-	-	7,899				
2	Off Peak Storage/ Balancing /Loans	GJ	-	2,500		-	-	-	2,500				
	Transportation Service:												
	Demand:												
3	St.Clair & Dawn, Ojibway & Dawn - 12 months	GJ/mo	85,460	3,197	1.059	3	-	-	3,200		16		
4	Parkway to Dawn/Kirkwall - 12 months	GJ/mo	347,371	2,414	0.579	11	-	-	2,425		12		
5	- 3 months	GJ/mo	54,357	94	0.579	0	-	-	95		0		
6	Kirkwall to Dawn	GJ/mo	-	-	1.021	-	-	-	-		-		
7	Dawn to Parkway - 12 months	GJ/mo	7,065	413	2.382	-	-	-	413		2		
8	Kirkwall to Parkway	GJ/mo	-		0.372	-	-	-	-		-		
9	Dawn to Dawn Vector - 12 months	GJ/mo	92,845	32	0.029	-	-	-	32		0		
10	Dawn to Dawn TCPL - 12 months	GJ/mo	500,000	805	0.134	-	-	-	805		4		
	Firm Commodity												
	Easterly												
11	Union Providing Fuel Dawn to Parkway (TCPL)	GJ	2,423,295	84		-	-	-	84		0		
12	Providing Own Fuel Dawn to Dawn TCPL	GJ	5,000,000	83		-	-	-	83		0		
13	Dawn to Dawn Vector	GJ	18,280,703	244		-	-	-	244		1		
14	Ojibway to Dawn	GJ	9,968,577	165		-	-	-	165		1		
	Westerly - Providing Own Fuel												
15	Parkway to Kirkwall	GJ	0										
16	Parkway to Dawn	GJ	3,990,264	51		-	-	-	51		0		
17	Short-term Transportation	GJ	177,529,686	11,067		(6)	-	-	11,061				
18	Exchanges			14,918		-	-	-	14,918				
19	Other Transactional			1,067		-	-	-	1,067				
20	Total Rate C1		<u>217,192,525</u>	<u>45,015</u>		<u>24</u>	<u>-</u>	<u>-</u>	<u>45,040</u>		<u>39</u>		
21	Total Ex-Franchise			<u>203,690</u>		<u>643</u>	<u>-</u>	<u>-</u>	<u>204,333</u>		<u>851</u>		

Notes:
(1) EB-2011-0210, Rate Order, Working Papers, Schedule 14, column (a). Conversion factor of 37.75 GJ per 10³m³.
(2) EB-2013-0365, Rate Order, Working Papers, Schedule 8, Page 2, column (f).
(3) EB-2013-0316, Appendix A, rates effective October 1, 2013.
(4) EB-2013-0365, Rate Order, Working Papers, Schedule 9, column (i).

UNION GAS LIMITED
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Ex-Franchise Customers
Effective January 1, 2014

Line No.	Particulars	Billing Units	2014	2014	2014 Capital	Add Back	Proposed	Proposed	Billing Unit Adjustments		Proposed			Rate Change (%)
			Tax Related Adjustments (5) (\$000's)	DSM (\$000's)	Pass-Throughs (6) (\$000's)	Upstream Transportation (\$000's)	Revenue (\$000's)	Rates (\$/ GJ)	Demand Adjustment	LRAM Adjustment	Usage including Demand & LRAM (r) = (a + p + q)	Revenue (\$000's)	Rates (\$/ GJ)	
			(j)	(k)	(l)	(m) = (-f)	(n) = (g+h+j+k+l+m)	(o) = (n / a)	(p)	(q)		(s)	(t) = (s / r)	(u)
	<u>C1 Cross Franchise Transportation Service</u>													
	Storage Service:													
1	Peak Storage(Short-term) Commodity	GJ	5	-	(9)	-	7,895				22,489,337	7,895		
2	Off Peak Storage/ Balancing /Loans	GJ	-	-	-	-	2,500					2,500		
	Transportation Service:													
	Demand:													
3	St.Clair & Dawn, Ojibway & Dawn - 12 months	GJ/mo	1	-	-	-	3,217				85,460	3,217	1.065	
4	Parkway to Dawn/Kirkwall - 12 months	GJ/mo	3	-	13	-	2,454				347,371	2,454	0.589	
5	- 3 months	GJ/mo	0	-	1	-	96				54,357	96	0.589	
6	Kirkwall to Dawn	GJ/mo	-	-	-	-	-				-	-	1.038	
7	Dawn to Parkway - 12 months	GJ/mo	-	-	-	-	415				7,065	415	2.420	
8	Kirkwall to Parkway	GJ/mo	-	-	-	-	-				-	-		
9	Dawn to Dawn Vector - 12 months	GJ/mo	-	-	-	-	32				92,845	32	0.029	
10	Dawn to Dawn TCPL - 12 months	GJ/mo	-	-	-	-	809				500,000	809	0.135	
	Firm Commodity													
	Easterly													
11	Union Providing Fuel Dawn to Parkway (TCPL)	GJ	-	-	-	-	84				2,423,295	84		
	Providing Own Fuel													
12	Dawn to Dawn TCPL	GJ	-	-	-	-	83				5,000,000	83		
13	Dawn to Dawn Vector	GJ	-	-	-	-	245				18,280,703	245		
14	Ojibway to Dawn	GJ	-	-	-	-	165				9,968,577	165		
	Westerly - Providing Own Fuel													
15	Parkway to Kirkwall	GJ												
16	Parkway to Dawn	GJ	-	-	-	-	52				3,990,264	52		
17	Short-term Transportation	GJ	0	-	(1)	-	11,061				177,529,686	11,061		
18	Exchanges		-	-	-	-	14,918					14,918		
19	Other Transactional		-	-	-	-	1,067					1,067		
20	Total Rate C1		<u>10</u>	<u>-</u>	<u>4</u>	<u>-</u>	<u>45,092</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>240,768,960</u>	<u>45,092</u>		<u>0.17%</u>
21	Total Ex-Franchise		<u>182</u>	<u>-</u>	<u>633</u>	<u>-</u>	<u>205,999</u>	<u>-</u>	<u>-</u>	<u>-</u>		<u>205,999</u>		

Notes:

(5) EB-2013-0365, Rate Order, Working Papers, Schedule 17, Page 2, column (b).
(6) EB-2013-0365, Rate Order, Working Papers, Schedule 10.

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UNION GAS LIMITED
Allocation of Long-term and Short-term Transportation-related S&T Margin to Union North and Union South

Line No.	Particulars (\$000's)	Design Day Demand (10 ³ m ³ /d) (1) (a)	Easterly Flow Volume (10 ³ m ³ /d) (2) (b)	Available Capacity (10 ³ m ³ /d) (c) = (a - b)	Distance (km) (d)	Available Capacity - Distance (10 ³ m ³ /d x km) (e) = (c x d)	Allocated Proportion (%) (g)	Allocated Proportion (\$000's) (f)
	<u>Union North</u>							
1	North In-fran	6,956	938	6,018	228.94	1,377,858	37%	3,513
	<u>Union South</u>							
2	South: In-fran	43,674	21,874	21,800	82.15	1,790,897	48%	4,566
3	St. Clair	2,833	1,419	1,414	29.40	41,571	1%	106
4	Ojibway	9,619	4,818	4,801	116.05	557,186	15%	1,420
5	Total Union South	56,126	28,111	28,015		2,389,654	63%	6,092
6	Total Union North and Union South	63,082	29,048	34,034		3,767,512	100%	9,605 (3)

Notes:

- (1) EB-2011-0210, Exhibit G3, Tab 5, Schedule 23, Page 8, Line 5, Union North, updated for EB-2011-0210 Board Decision.
EB-2011-0210, Exhibit G3, Tab 5, Schedule 23, Page 8, Line 2, South In-fran, updated for EB-2011-0210 Board Decision.
EB-2011-0210, Exhibit G3, Tab 5, Schedule 23, Page 9, Line 4, St. Clair-Ojibway, updated for EB-2011-0210 Board Decision.
- (2) Easterly annual volumes on Dawn to Parkway for Union North and Union South are 342,196 10³m³ and 10,260,364 10³m³ respectively divided by 365.
- (3) EB-2011-0210, Rate Order, Working Papers, Schedule 40, Line 10 + Line 13, column (e).

UNION GAS LIMITED
Total Upstream Transportation Costs in Union North Rates
Effective January 1, 2014

Line No.	Particulars (\$000's)	Upstream Transportation Costs per EB-2011-0210 (1) (a)	Change in Upstream Transportation Costs per EB-2013-0316 (2) (b)	Gas Supply Optimization Credit Included in Rates (3) (c)	Upstream Transportation Costs per EB-2013-0365 (4) (d) = (a+b+c)
1	Rate 01	85,031	(17,065)	(3,920)	64,046
2	Rate 10	28,119	(5,946)	(1,342)	20,832
3	Rate 20	9,495	(2,111)	(477)	6,907
4	Rate 25	2,105	(552)	(117)	1,436
5	Rate 100	73	-	-	73
6	Total Union North	<u>124,823</u>	<u>(25,674)</u>	<u>(5,856)</u>	<u>93,293</u>

Notes:

- (1) EB-2011-0210, Rate Order, Working Papers, Schedule 46, column (b).
Excludes FT Transportation fuel of \$1.463 million and Black Creek Storage of \$0.042 million.
- (2) EB-2013-0316, Working Papers, Schedule 4, Page 2, line 7.
- (3) EB-2011-0210, Rate Order, Working Papers, Schedule 44, Page 1, lines 1 to 6, column (e).
- (4) EB-2013-0365, Rate Order, Working Papers, Schedule 3, column (e).

UNION GAS LIMITED
Calculation of 2014 Gas Supply Admin Charge

Line No.	Particulars	EB-2011-0210 2013 Board Approved (a)	Adjustments			EB-2013-0365 2014 Proposed (e) = (a+b+c+d)
			One-Time Adjustments Settlement Agreement (3) (b)	2014 Tax-Related Adjustments (4) (c)	2014 Capital Pass Throughs (5) (d)	
1	Costs (\$000's)	6,830 (1)	(41)	0	(1)	6,788
2	2013 Approved Sales Volumes (10 ³ m ³)	3,533,863 (2)				3,533,863
3	Gas Supply Admin Charge Unit Rate (cents/m ³) (6)	<u>0.1933</u>				<u>0.1921</u>

Notes:

- (1) EB-2011-0210, Rate Order, Working Papers, Schedule 14, column (g).
- (2) EB-2011-0210, Rate Order, Working Papers, Schedule 14, column (a).
- (3) EB-2013-0365, Rate Order, Working Papers, Schedule 3, Page 2, line 25, column (f).
- (4) EB-2013-0365, Rate Order, Working Papers, Schedule 3, Page 2, line 25, column (j).
- (5) EB-2013-0365, Rate Order, Working Papers, Schedule 3, Page 2, line 25, column (l).
- (6) Line 1 / Line 2 x 100.

UNION GAS LIMITED
Calculation of 2014 Tax Rate Change Adjustment
Effective January 1, 2014

Line No.	Particulars (\$000's)	2014
	<u>Tax Amounts Related to Income Tax Rate Changes</u>	
1	2013 Board-Approved Taxable Income for Income Tax Expense Calculation (1)	124,591
2	2013 Board-Approved Tax Rate (2)	25.50%
3	Forecast Income Tax Rate	26.50%
4	Tax Rate Variance (Line 3 - Line 2)	1.00%
5	Cumulative Annual Income Tax Increase vs. 2013 Board-Approved (Line 1 x Line 4)	1,246
6	Grossed-up Tax Increase (Line 5 / (1 - Line 3))	1,695
7	50% of Grossed-up Tax increase (Line 6 x 50%)	<u><u>848</u></u>

Notes:

- (1) EB-2011-0210, Rate Order, Working Papers, Schedule 4, line 11, column (f), excluding \$1.998 million related to shareholder portion of Short-term Storage and Optimization activity.
- (2) EB-2011-0210, Rate Order, Working Papers, Schedule 4, line 18, column (a).

UNION GAS LIMITED
Allocation of 2014 Tax Rate Change Adjustment to Rate Classes
Effective January 1, 2014

Line No.	Particulars (\$000's)	2013 Approved Allocation (1) (a)	2014 Tax Change Adjustment (2) (b)
	<u>In-Franchise North</u>		
1	Rate 01	659,805	151
2	Rate 10	101,689	23
3	Rate 20	72,027	16
4	Rate 25	19,712	4
5	Rate 100	55,496	13
6	Total In-Franchise North	<u>908,729</u>	<u>207</u>
	<u>In-Franchise South</u>		
7	Rate M1	1,441,171	329
8	Rate M2	218,198	50
9	Rate M4	54,282	12
10	Rate M5A	46,034	11
11	Rate M7	18,903	4
12	Rate M9	3,583	1
13	Rate M10	138	0
14	Rate T1	37,645	9
15	Rate T2	166,379	38
16	Rate T3	21,976	5
17	Total In-Franchise South	<u>2,008,309</u>	<u>458</u>
	<u>Ex-Franchise</u>		
18	Excess Utility Storage Space	21,463	5
19	Rate M12	765,897	175
20	Rate M13	521	0
21	Rate M16	947	0
22	Rate C1	6,894	2
23	Total Ex-Franchise	<u>795,722</u>	<u>182</u>
24	Total Union Gas (lines 6 + 17 + 23)	<u><u>3,712,759</u></u>	<u><u>848</u></u> (3)

Notes:

- (1) Rate Base per EB-2011-0210, Exhibit G3, Tab 2, Schedule 2, Updated for Board Decision.
- (2) Allocated using column (a).
- (3) EB-2013-0365, Rate Order, Working Papers, Schedule 17, Page 1, line 7.

UNION GAS LIMITED
2012 Lost Revenue Adjustment Mechanism ("LRAM")
Volumes for 2014 Rate Calculations

Line No.	Particulars (10 ³ m ³)	Audited 2012 DSM Volumes by Rate Class (a)
	<u>Union South</u>	
	<u>Contract</u>	
1	Rate M4	(13,048)
2	Rate M5A	(8,589)
3	Rate M7	(2,737)
4	Rate T1	(8,944)
5	Rate T2	(55,769)
6	Total Union South	<u>(89,087)</u>
	<u>Union North</u>	
	<u>Contract</u>	
7	Rate 20	(6,949)
8	Rate 100	(18,093)
9	Total Union North	<u>(25,043)</u>
10	Total (line 6 + line 9)	<u><u>(114,130)</u></u>

UNION GAS LIMITED
Calculation of Supplemental Service Charges
Commissioning and Decommissioning Rates
Effective January 1, 2014

Line No.	Particulars	Ft. Frances (a)	Western (b)	Northern (c)	Eastern (d)
Union North					
Rate 20 - At 50% Load Factor					
Delivery (cents / m ³)					
1	Monthly Demand (1)	27.8830	27.8830	27.8830	27.8830
2	Line 1 x 12 months	334.5960	334.5960	334.5960	334.5960
3	Line 2 / 365 days	0.9167	0.9167	0.9167	0.9167
4	Line 3 @ 50% Load Factor	1.8334	1.8334	1.8334	1.8334
5	Commodity Charge (1)	0.5550	0.5550	0.5550	0.5550
6	Total Delivery Commissioning	<u>2.3884</u>	<u>2.3884</u>	<u>2.3884</u>	<u>2.3884</u>
Gas Supply (cents / m ³)					
7	Monthly Demand (1)	21.9979	24.8383	62.6086	82.3638
8	Gas Supply Demand - Price Adjustment (1)	0.0000	0.0000	0.0000	0.0000
9	(Line 7 + Line 8) x 12 months	263.9743	298.0595	751.3032	988.3657
10	Line 9 / 365 days	0.7232	0.8166	2.0584	2.7079
11	Line 10 @ 50% Load Factor	1.4464	1.6332	4.1167	5.4157
12	Commodity Transportation 1 (1)	3.0513	3.1266	3.9709	4.4184
13	Commodity Transportation 1 - Price Adjustment	0.3067	0.3067	0.3067	0.3067
14	(Line 12 + Line 13) x (4/5)	2.6864	2.7466	3.4220	3.7800
15	Commodity Transportation 2 (1)	0.0000	0.0000	0.0000	0.0000
16	Line 15 * (1/5)	0.0000	0.0000	0.0000	0.0000
17	Total Commodity Transportation Charge for Commissioning Rate	<u>4.1328</u>	<u>4.3798</u>	<u>7.5388</u>	<u>9.1957</u>
Rate 100 - At 70% Load Factor					
Delivery (cents / m ³)					
18	Monthly Demand (2)	15.3755	15.3755	15.3755	15.3755
19	Line 18 x 12 months	184.5060	184.5060	184.5060	184.5060
20	Line 19 / 365 days	0.5055	0.5055	0.5055	0.5055
21	Line 20 @ 70% Load Factor	0.7221	0.7221	0.7221	0.7221
22	Commodity Charge (2)	0.2164	0.2164	0.2164	0.2164
23	Total Delivery Commissioning	<u>0.9386</u>	<u>0.9386</u>	<u>0.9386</u>	<u>0.9386</u>
Gas Supply (cents / m ³)					
24	Monthly Demand (2)	59.0298	62.3453	106.4130	129.4620
25	Line 24 x 12 months	708.3576	748.1436	1,276.9560	1,553.5440
26	Line 25 / 365 days	1.9407	2.0497	3.4985	4.2563
27	Line 26 @ 70% Load Factor	2.7724	2.9282	4.9979	6.0804
28	Commodity Transportation 1 (2)	5.4887	5.5452	6.1784	6.5140
29	Line 28 * (3/7)	2.3523	2.3765	2.6479	2.7917
30	Commodity Transportation 2 (2)	0.0000	0.0000	0.0000	0.0000
31	Line 30 * (4/7)	0.0000	0.0000	0.0000	0.0000
32	Total Commodity Transportation Charge for Commissioning Rate	<u>5.1247</u>	<u>5.3047</u>	<u>7.6458</u>	<u>8.8721</u>

Notes:

- (1) Appendix A, Page 3.
(2) Appendix A, Page 4.

UNION GAS LIMITED
Union South
Calculation of Supplemental Service Charges
Effective January 1, 2014

Line No.	Particulars	cents / m ³ (a)	\$ / GJ (b)
	Minimum annual gas supply commodity charge - Rate M4, Rate M5A		
1	Compressor Fuel	0.5237	
2	Transportation Tolls	3.4499	
3	Administration Charge	0.1921	
4	Minimum annual gas supply commodity charge	<u>4.1657</u>	<u>1.088</u>
	<u>Gas Supply Commodity Charges</u>		
5	Commodity Cost of Gas	17.2037	
6	FT Transportation Commodity	-	
7	FT Fuel	0.5237	
8	Total Gas Supply Commodity Charge	<u>17.7274</u>	<u>4.630</u>
	<u>Firm Gas Supply Service Monthly Demand Charge</u>		
9	FT Demand Charge	<u>179.4173</u>	<u>46.857</u>

UNION GAS LIMITED
Union South
Calculation of Supplemental Service Charges
Effective January 1, 2014

Line No.	Particulars			cents / m ³ (a)	\$ / GJ (b)
	Firm backstop gas:				
	Demand:				
1	Monthly space charge	0.0435			
2	Units required (1)	43	Note: Each unit of added delivery requires 43 m ³ of additional inventory.		
3	Number of months	12		22.4427 (a)	
	Inventory carrying costs:				
4	Sales WACOG	21.3689			
5	Overrun storage withdrawal	0.4439			
6		21.8128			
7	Units required (m ³)	43			
8	Pre-tax return (%)	8.170%		76.6306 (b)	
9	Annual demand charge			99.0733 (a) + (b)	
10				12	
11	Monthly demand charge			8.2561	2.156
	Commodity:				
12	Sales WACOG			21.3689	
13	Overrun storage withdrawal			0.4439	
14	Overrun transportation			1.1884	
15	Commodity charge			23.0012	6.007
	Reasonable efforts backstop gas:				
16	M1 Block 1 plus Storage			4.6241	
17	Sales WACOG			21.3689	
18				25.9930	6.788
	Supplemental inventory:				
19	Sales WACOG			21.3689	
20	Injection commodity			0.2315	
21	Space charge	0.0435	x 12	0.5219	
22				22.1223	5.778
	Carrying costs (1/2 year)				
23	22.1223	x	8.170%	/ 2	
24				0.9037	
	Supplemental gas sales:			23.0260	6.014
25	Supplemental inventory			23.0260	
26	Overrun storage withdrawal			0.4439	
27	Overrun transportation			1.1884	
28				24.6583	
	Failure to Deliver:				
29	M1 Block 1 plus Storage			4.6241	1.208
30	Failure to Deliver Adjustment			5.1708	1.350
31	Failure to Deliver Charge			9.7950	2.558

Notes:

(1) Each unit of added delivery requires 43 m³ of additional inventory.

UNION GAS LIMITED
Union South
Calculation of Supplemental Service Charges
Calculation of Minimum, Maximum & Seasonal Charges
Effective January 1, 2014

Line No.			cents / m ³ (a)
	<u>Minimum Charges</u>		
	Rate M4 (F)	Minimum annual delivery commodity charge:	
1		Monthly delivery commodity charge (1st Block M4)	1.0330
2		Administration Fee	0.1921
3		Minimum annual delivery commodity charge	1.2251
	Rate M4 (I) / M5	Minimum annual delivery commodity charge:	
4		Monthly delivery commodity charge (1st block M5)	2.6248
5		Administration Fee	0.1921
6		Minimum annual delivery commodity charge	2.8169
	<u>Maximum Charges</u>		
	Rate 25 Interruptible		
7		Average Rate 10 Firm Delivery Charge	5.3844
8		Percent of Average Firm Delivery Price	90%
9		R25 Maximum interruptible delivery commodity charge	4.8459
	Rate M7 Interruptible	Maximum interruptible delivery commodity charge:	
10		M7 firm commodity charge	0.3637
11		M7 firm demand charge commoditized at a Load Factor of 22.6%	3.7115
12		M7 maximum interruptible charge	4.0752
13	Rate T1 Interruptible	Maximum interruptible delivery commodity charge	4.0752
14	Rate T2 Interruptible	Maximum interruptible delivery commodity charge	4.0752
	<u>Rate M7 - Commissioning and Decommissioning Rate</u>		
	<u>Delivery (cents / m³)</u>		
15	Monthly Demand (1)		25.5491
16	x 12 months		306.5896
17	/ 365 days		0.8400
18	@ Class Average Firm Load Factor of 32.3%		2.5981
19	Delivery Commodity Charge (1)		0.3637
20	Delivery - Price Adjustment		0.0000
21	Total Delivery Commissioning		2.9617

Notes:

- (1) Appendix A, Page 9.
(2) EB-2011-0210, Rate Order, Working Papers, Schedule 14, Page 7, column (a).

UNION GAS LIMITED
Union South
Calculation of Supplemental Service Charges
Effective January 1, 2014

Line No.		Union Supplies Fuel	Customer Supplies Fuel
<u>Rate T1 / Rate T2 / Rate T3 - At 100% Load Factor</u>			
	<u>Authorized Storage Overrun (\$ / GJ)</u>		
1	Monthly Demand (1)	1.688	1.688
2	x 12 months	20.252	20.252
3	/ 365 days	0.055	0.055
4	@ 100% Load Factor	0.055	0.055
5	Commodity Charge (WACOG / Heat Value * Overrun Fuel Ratio + Injection Commodity) (2)	0.060	0.008
6	Total Storage Overrun	<u>0.116</u>	<u>0.063</u>
<u>Rate T1 - At 100% Load Factor</u>			
	<u>Authorized Transportation Overrun (cents / m³)</u>		
7	Monthly Demand (3)	32.1516	32.1516
8	x 12 months	385.8192	385.8192
9	/ 365 days	1.0570	1.0570
10	@ 100% Load Factor	1.0570	1.0570
11	Commodity Charge (WACOG / 10 * Transportation Fuel Ratio + Firm Commodity Transport) (4)	0.1313	0.0720
12	Total Transportation Overrun	<u>1.1884</u>	<u>1.1290</u>
<u>Rate T2 - At 100% Load Factor</u>			
	<u>Authorized Transportation Overrun (cents / m³)</u>		
13	Monthly Demand (5)	20.3436	20.3436
14	x 12 months	244.1232	244.1232
15	/ 365 days	0.6688	0.6688
16	@ 100% Load Factor	0.6688	0.6688
17	Commodity Charge (WACOG / 10 * Transportation Fuel Ratio + Firm Commodity Transport) (6)	0.0664	0.0078
18	Total Transportation Overrun	<u>0.7352</u>	<u>0.6766</u>
<u>Rate T3 - At 100% Load Factor</u>			
	<u>Authorized Transportation Overrun (cents / m³)</u>		
19	Monthly Demand (7)	9.4605	9.4605
20	x 12 months	113.5259	113.5259
21	/ 365 days	0.3110	0.3110
22	@ 100% Load Factor	0.3110	0.3110
23	Commodity Charge (7)	0.0784	0.0107
24	Total Transportation Overrun	<u>0.3894</u>	<u>0.3218</u>

Notes:

- (1) Appendix A, Page 9.
- (2) $\$236.288/10^3 \text{ m}^3 / 38.29 \text{ GJ}/10^3 \text{ m}^3 * 0.857\% + \$0.008/\text{GJ}$.
- (3) Appendix A, Page 9.
- (4) $\$236.288/10^3 \text{ m}^3 / 10 * 0.251\% + 0.0712 \text{ cents}/\text{m}^3$.
- (5) Appendix A, Page 11.
- (6) $\$236.288/10^3 \text{ m}^3 / 10 * 0.248\% + 0.0078 \text{ cents}/\text{m}^3$.
- (7) Appendix A, Page 12.

UNION GAS LIMITED
Union South
Calculation of Union Supplied Fuel Rates for
In-Franchise Semi-UnBundled Rates T1, T2 and T3
Effective January 1, 2014

<u>Line No.</u>		<u>Customer Supplies Fuel</u> (a)	<u>Union Supplies Fuel</u> (b)
<u>Rate T1 Transportation Service (cents/m³)</u>			
1	Ontario Landed Reference Price as per EB-2014-0050		23.6288
2	2014 Fuel Ratio as per EB-2013-0365	0.251%	0.251%
3	Fuel Rate (line 1 * line 2)		0.0593
	Firm Transportation Commodity Charge		
4	All volumes	0.0720	0.1313
5	Interruptible Transportation Commodity Charge - Maximum	4.0158	4.0752
<u>Rate T2 Transportation Service (cents/m³)</u>			
6	Ontario Landed Reference Price as per EB-2014-0050		23.6288
7	2014 Fuel Ratio as per EB-2013-0365	0.248%	0.248%
8	Fuel Rate (line 6 * line 7)		0.0586
	Firm Transportation Commodity Charge		
9	All volumes	0.0078	0.0664
10	Interruptible Transportation Commodity Charge - Maximum	4.0166	4.0752
<u>Rate T3 Transportation Service (cents/m³)</u>			
11	Ontario Landed Reference Price as per EB-2014-0050		23.6288
12	2014 Fuel Ratio as per EB-2013-0365	0.286%	0.286%
13	Fuel Rate (line 11 * line 12)		0.0676
14	Firm Transportation Commodity Charge	0.0107	0.0784
<u>Rate T1, Rate T2 & Rate T3 Storage Service (\$/GJ)</u>			
15	Ontario Landed Reference Price as per EB-2014-0050		6.171
16	2014 Fuel Ratio as per EB-2013-0365	0.397%	0.397%
17	Fuel Rate (line 15 * line 16)		0.024
18	Storage Commodity Charge	0.008	0.032

UNION GAS LIMITED
Southern Operations Area
Unbundled Delivery Rate Detail
Effective January 1, 2014

Line No.	Particulars	Billing Units	2014 Forecast Usage (1)	SSS & SPS (\$000's)	Gas Supply Balancing Costs (\$000's)	Gas in Storage Inventory Carrying Costs (\$000's)	Unbundled Storage Revenue (\$000's)	Unbundled Storage Rates (cents/m ³)	Unbundled Delivery Rates (6) (cents/m ³)
		(a)	(b)	(c)	(d)	(e)	(f) = (c+d+e)	(g) = (f / b) *100	(h)
<u>Rate M1</u>									
Monthly delivery commodity charge:									
1	First 100 m ³	10 ³ m ³	876,748	4,372	-	2,196	6,568	0.7491	3.7785
2	Next 150 m ³	10 ³ m ³	778,527	3,882	-	1,950	5,832	0.7491	3.5796
3	All over 250 m ³	10 ³ m ³	1,255,698	6,261	-	3,145	9,406	0.7491	3.0831
4	Total		<u>2,910,973</u>	<u>14,514</u> (2)	<u>-</u>	<u>7,291</u> (3)	<u>21,806</u>		
<u>Rate M2</u>									
Monthly delivery commodity charge:									
5	First 1,000 m ³	10 ³ m ³	60,871	268	-	135	403	0.6624	3.5815
6	Next 6,000 m ³	10 ³ m ³	296,230	1,303	-	659	1,962	0.6624	3.5147
7	Next 13,000 m ³	10 ³ m ³	334,725	1,473	-	745	2,217	0.6624	3.3198
8	All over 20,000 m ³	10 ³ m ³	427,626	1,881	-	951	2,833	0.6624	3.0805
9	Total		<u>1,119,452</u>	<u>4,925</u> (4)	<u>-</u>	<u>2,490</u> (5)	<u>7,416</u>		

Notes:

- (1) EB-2013-0365, Rate Order, Working Papers, Schedule 4, column (u).
- (2) EB-2013-0365, Rate Order, Working Papers, Schedule 20, Page 2, line 6, column (a).
- (3) EB-2013-0365, Rate Order, Working Papers, Schedule 20, Page 2, line 10, column (a).
- (4) EB-2013-0365, Rate Order, Working Papers, Schedule 20, Page 2, line 6, column (b).
- (5) EB-2013-0365, Rate Order, Working Papers, Schedule 20, Page 2, line 10, column (b).
- (6) EB-2013-0365, Rate Order, Working Papers, Schedule 4, Page 10, column (w).

UNION GAS LIMITED
Southern Operations Area
Unbundled Delivery Cost Detail
Effective January 1, 2014

Line No.	Particulars (\$000's)	Rate M1 (a)	Rate M2 (b)
	<u>SSS/ SPS</u>		
1	Storage Dehydrator (1)	177	60
2	Storage Ex. Dehydrator (2)	9,760	3,302
3	Storage Space (3)	11,869	4,054
4	Storage	21,806	7,416
5	Less: ICC on Gas in Storage (4)	<u>7,291</u>	<u>2,490</u>
6	Total SSS/SPS	<u><u>14,514</u></u>	<u><u>4,925</u></u>
	<u>Gas Supply Balancing</u>		
7	Total Gas Supply Balancing	<u><u>-</u></u>	<u><u>-</u></u>
	<u>Gas In Storage Inventory Carrying Costs</u>		
8	Gas in Storage (5)	89,246	30,481
9	ICC %	<u>8.2%</u>	<u>8.2%</u>
10	Gas in Storage Inventory Carrying Costs	<u><u>7,291</u></u>	<u><u>2,490</u></u>

Notes:

- (1) EB-2011-0210, Rate Order, Working Papers, Schedule 18, Page 2, line 1, updated for 2014 One-time Adjustments, PCI, Tax Related Adjustments and Capital Pass Throughs per EB-2013-0365.
- (2) EB-2011-0210, Rate Order, Working Papers, Schedule 18, Page 2, line 2, updated for 2014 One-time Adjustments, PCI, Tax Related Adjustments and Capital Pass Throughs per EB-2013-0365.
- (3) EB-2011-0210, Rate Order, Working Papers, Schedule 18, Page 2, line 3, updated for 2014 One-time Adjustments, PCI, Tax Related Adjustments and Capital Pass Throughs per EB-2013-0365.
- (4) Per line 10.
- (5) EB-2011-0210, Exhibit G3, Tab 5, Schedule 9, page 16 of 40, updated for EB-2011-0210 Board Decision.

UNION GAS LIMITED
Derivation of Unit Rate Changes related to Gas Costs in Distribution Rates
effective January 1, 2014

Line No.	Derivation of Amounts for Recovery									
<u>Change in Gas Cost:</u>										
1	Ontario Landed Reference Price as per EB-2013-0413	(\$/10 ³ m ³)	185.325							
2	Ontario Landed Reference Price as per EB-2013-0316	(\$/10 ³ m ³)	181.632							
3	Change in Gas Cost (line 1 - line 2)	(\$/10 ³ m ³)	3.693							
<hr/>										
4	Fuel and UFG volume: 2013 approved	(10 ³ m ³)	85,662							
5	Amount for Recovery - Fuel & UFG (line 3 x line 4)	(\$000's)	319							
<hr/>										
6	Average Gas in Inventory: 2013 approved	(10 ³ m ³)	774,843							
7	Change in Gas Costs related to Inventory (line 3 x line 6)	(\$000's)	2,862							
8	Composite Rate of Return		5.18%	(1)						
9	Amount for Recovery - Gas in Storage (line 7 x line 8)	(\$000's)	148							
<hr/>										
10	Total Gas Cost Change to Distribution Rates (line 5 + line 9)	(\$000's)	467							
<hr/>										
Derivation of Unit Rate Changes by Rate Class										
<hr/>										
		Fuel & Unaccounted for Gas			Gas in Storage Carrying Costs			Total Gas Cost	2014 Annual	Unit Rate
		Cost	Allocation	Amount for	Cost	Allocation	Amount for	Change to	Distribution	Change (5)
Rate Class		Allocation (2)	Factor	Recovery	Allocation (3)	Factor	Recovery	Distribution	Volume (4)	(cents/m ³)
		(\$000's)	(%)	(\$000's)	(\$000's)	(%)	(\$000's)	Rates	(10 ³ m ³)	
		(a)	(b)	(c)	(d)	(e)	(f)	(g) = (c+f)	(h)	(i) = (g/h)
11	R01	1,615	23.94%	76	21,804	18.04%	27	103	926,963	0.0111
12	R10	508	7.54%	24	5,717	4.73%	7	31	343,530	0.0090
13	R20	181	2.68%	9	1,533	1.27%	2	10	622,853	0.0017
14	R25	-	0.00%	-	-	0.00%	-	-	159,555	-
15	R100	6	0.08%	0	107	0.09%	0	0	1,877,394	0.0000
<hr/>										
16	M1	2,466	36.55%	117	60,609	50.14%	74	191	2,910,973	0.0066
17	M2	824	12.22%	39	20,667	17.10%	25	64	1,119,452	0.0057
18	M4	342	5.07%	16	3,024	2.50%	4	20	391,630	0.0051
19	M5A	431	6.39%	20	4,078	3.37%	5	25	526,543	0.0048
20	M7	127	1.89%	6	1,113	0.92%	1	7	144,407	0.0051
21	M9	54	0.80%	3	511	0.42%	1	3	60,750	0.0053
22	M10	0	0.00%	0	5	0.00%	0	0	189	0.0076
23	T1	-	0.00%	-	217	0.18%	0	0 (5)		
24	T2	-	0.00%	-	1,495	1.24%	2	2 (5)		
25	T3	-	0.00%	-	-	0.00%	-	- (5)		
<hr/>										
26	M12	-	0.00%	-	-	0.00%	-	- (5)		
27	M13	44	0.65%	2	-	0.00%	-	2 (5)		
28	M16	148	2.19%	7	-	0.00%	-	7 (5)		
29	C1	-	0.00%	-	-	0.00%	-	- (5)		
<hr/>										
30	Total	6,746	100.00%	319	120,880	100.00%	148	467		

Notes:

(1) Calculation of the Composite Return:

Common Equity (after tax)	36.00%	8.93%	3.21%
Gross-Up for tax (@ 26%)			1.13%
Common Equity (pre-tax)			4.34%
Short-Term Debt	64.00%	1.31%	0.84%
Composite Rate of Return			5.18%

(2) EB-2011-0210, Decision Cost Study, Operating Expenses, A. Cost of Gas & Production, Other Supplies - UFG and

EB-2011-0210, Decision Cost Study, Operating Expenses, C. Underground Storage & D. Transmission, Compressor Fuel.

(3) EB-2011-0210, Decision Cost Study, Storage Excluding Dehydrator Space, Working Capital, Gas in Storage.

(4) EB-2013-0365, Working Papers, Schedule 4, Column (u).

(5) Union supplied fuel (USF) rate changes for Rates T1, T2, T3, M12, M13, M16 and C1 are based on approved 2013 fuel ratios and proposed Ontario Landed Reference Price.

Changes in Union-supplied fuel rates for Rate T1, T2, T3, M12, M13, M16 and C1 are presented at Appendix A, Schedule "C", and EB-2013-0413, Working Papers,

Schedule 1, Page 6.

UNION GAS LIMITED
Derivation of Unit Rate Changes related to Gas Costs in Distribution Rates
effective April 1, 2014

Line No.	Derivation of Amounts for Recovery			
	<u>Change in Gas Cost:</u>			
1	Ontario Landed Reference Price as per EB-2014-0050	(\$/10 ³ m ³)	236,288	
2	Ontario Landed Reference Price as per EB-2013-0413	(\$/10 ³ m ³)	185,325	
3	Change in Gas Cost (line 1 - line 2)	(\$/10 ³ m ³)	50,963	
4	Fuel and UFG volume: 2013 approved	(10 ³ m ³)	85,662	
5	Amount for Recovery - Fuel & UFG (line 3 x line 4)	(\$000's)	4,363	
6	Average Gas in Inventory: 2013 approved	(10 ³ m ³)	774,843	
7	Change in Gas Costs related to Inventory (line 3 x line 6)	(\$000's)	39,488	
8	Composite Rate of Return		5.18%	(1)
9	Amount for Recovery - Gas in Storage (line 7 x line 8)	(\$000's)	2,044	
10	Total Gas Cost Change to Distribution Rates (line 5 + line 9)	(\$000's)	6,407	

Derivation of Unit Rate Changes by Rate Class

		Fuel & Unaccounted for Gas			Gas in Storage Carrying Costs			Total Gas Cost Change to Distribution Rates	2014 Annual Distribution Volume (4)	Unit Rate Change (5)
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)	(\$000's)	(10 ³ m ³)	(cents/m ³)
		(a)	(b)	(c)	(d)	(e)	(f)	(g) = (c+f)	(h)	(i) = (g/h)
11	R01	1,615	23.94%	1,045	21,804	18.04%	369	1,413	926,963	0.1525
12	R10	508	7.54%	329	5,717	4.73%	97	426	343,530	0.1239
13	R20	181	2.68%	117	1,533	1.27%	26	143	622,853	0.0229
14	R25	-	0.00%	-	-	0.00%	-	-	159,555	-
15	R100	6	0.08%	4	107	0.09%	2	6	1,877,394	0.0003
16	M1	2,466	36.55%	1,595	60,609	50.14%	1,025	2,620	2,910,973	0.0900
17	M2	824	12.22%	533	20,667	17.10%	349	882	1,119,452	0.0788
18	M4	342	5.07%	221	3,024	2.50%	51	272	391,630	0.0696
19	M5A	431	6.39%	279	4,078	3.37%	69	348	526,543	0.0660
20	M7	127	1.89%	82	1,113	0.92%	19	101	144,407	0.0700
21	M9	54	0.80%	35	511	0.42%	9	44	60,750	0.0720
22	M10	0	0.00%	0	5	0.00%	0	0	189	0.1051
23	T1	-	0.00%	-	217	0.18%	4	4	(5)	
24	T2	-	0.00%	-	1,495	1.24%	25	25	(5)	
25	T3	-	0.00%	-	-	0.00%	-	-	(5)	
26	M12	-	0.00%	-	-	0.00%	-	-	(5)	
27	M13	44	0.65%	28	-	0.00%	-	28	(5)	
28	M16	148	2.19%	95	-	0.00%	-	95	(5)	
29	C1	-	0.00%	-	-	0.00%	-	-	(5)	
30	Total	6,746	100.00%	4,363	120,880	100.00%	2,044	6,407		

Notes:

(1) Calculation of the Composite Return:

Common Equity (after tax)	36.00%	8.93%	3.21%
Gross-Up for tax (@ 26%)			1.13%
Common Equity (pre-tax)			4.34%
Short-Term Debt	64.00%	1.31%	0.84%
Composite Rate of Return			5.18%

(2) EB-2011-0210, Decision Cost Study, Operating Expenses, A. Cost of Gas & Production, Other Supplies - UFG and

EB-2011-0210, Decision Cost Study, Operating Expenses, C. Underground Storage & D. Transmission, Compressor Fuel.

(3) EB-2011-0210, Decision Cost Study, Working Capital, Gas in Storage.

(4) EB-2013-0365, Working Papers, Schedule 4, Column (u).

(5) Union supplied fuel (USF) rate changes for Rates T1, T2, T3, M12, M13, M16 and C1 are based on approved 2013 fuel ratios and proposed Ontario Landed Reference Price. Changes in Union-supplied fuel rates for Rate T1, T2, T3, M12, M13, M16 and C1 are presented at Appendix A, Schedule "C", and EB-2014-0050, Working Papers, Schedule 1, Page 6.

UNION GAS LIMITED
Rate Continuity including update to Gas Costs in Distribution rates

Line No.	Particulars (cents/m ³)	EB-2013-0365 October 2013 Cost of Gas (1) (a)	EB-2013-0413 Gas Cost Change to Distribution Rates (2) (b)	EB-2013-0365 January 2014 Cost of Gas (c) = (a + b) (c)	EB-2014-0050 Gas Cost Change to Distribution Rates (3) (d)	EB-2013-0365 April 2014 Cost of Gas Rate Order (e) = (c + d) (e)
Rate 01						
Monthly Delivery Charge - All Zones						
1	First 100 m ³	9.0748	0.0111	9.0859	0.1525	9.2384
2	Next 200 m ³	8.7282	0.0111	8.7393	0.1525	8.8918
3	Next 200 m ³	8.3715	0.0111	8.3826	0.1525	8.5351
4	Next 500 m ³	8.0441	0.0111	8.0552	0.1525	8.2077
5	Over 1,000 m ³	7.7737	0.0111	7.7848	0.1525	7.9373
Rate 10						
Monthly Delivery Charge - All Zones						
6	First 1,000 m ³	7.1788	0.0090	7.1878	0.1239	7.3117
7	Next 9,000 m ³	5.8491	0.0090	5.8581	0.1239	5.9820
8	Next 20,000 m ³	5.0996	0.0090	5.1086	0.1239	5.2325
9	Next 70,000 m ³	4.6133	0.0090	4.6223	0.1239	4.7462
10	Over 100,000 m ³	2.7710	0.0090	2.7800	0.1239	2.9039
Rate 20						
Delivery Commodity Charge						
11	First 852,000 m ³	0.5304	0.0017	0.5321	0.0229	0.5550
12	All over 852,000 m ³	0.3844	0.0017	0.3861	0.0229	0.4090
Rate 25						
Delivery Commodity Charge						
13	All Zones	2.6075	0.0000	2.6075	0.0000	2.6075
Rate 100						
Delivery Commodity Charge						
14	All Zones	0.2161	0.0000	0.2161	0.0003	0.2164
Rate M1						
Delivery Commodity Charge						
15	First 100 m ³	3.7785	0.0066	3.7851	0.0900	3.8750
16	Next 150 m ³	3.5796	0.0066	3.5862	0.0900	3.6761
17	All over 250 m ³	3.0831	0.0066	3.0897	0.0900	3.1796
Rate M2						
Delivery Commodity Charge						
18	First 1,000 m ³	3.5815	0.0057	3.5872	0.0788	3.6661
19	Next 6,000 m ³	3.5147	0.0057	3.5204	0.0788	3.5993
20	Next 13,000 m ³	3.3198	0.0057	3.3255	0.0788	3.4044
21	All over 20,000 m ³	3.0805	0.0057	3.0862	0.0788	3.1651
Rate M4						
Monthly delivery commodity charge:						
22	First block	0.9584	0.0051	0.9635	0.0696	1.0330
23	All remaining use	0.4004	0.0051	0.4055	0.0696	0.4750
Rate M5A						
Firm Monthly delivery commodity charge						
24		1.9167	0.0048	1.9215	0.0660	1.9875
Interruptible daily delivery commodity charge						
25	4,800 m ³ to 17,000 m ³	2.5540	0.0048	2.5588	0.0660	2.6248
26	17,000 m ³ to 30,000 m ³	2.4241	0.0048	2.4289	0.0660	2.4949
27	30,000 m ³ to 50,000 m ³	2.3558	0.0048	2.3606	0.0660	2.4266
28	50,000 m ³ to 70,000 m ³	2.3079	0.0048	2.3127	0.0660	2.3787
Rate M7						
Firm Monthly delivery commodity charge						
29		0.2885	0.0051	0.2936	0.0700	0.3637
Rate M9						
Monthly Delivery Commodity Charge						
30		0.1590	0.0053	0.1643	0.0720	0.2362
Rate M10						
Monthly delivery commodity charge						
31		4.8795	0.0076	4.8871	0.1051	4.9922
Rate T1						
Firm Transportation Commodity Charge						
32		0.0720	0.0000	0.0720	0.0000	0.0720
Interruptible Transportation Commodity Charge						
33		1.2592	0.0000	1.2592	0.0000	1.2592
Rate T2						
Firm Transportation Commodity Charge						
34		0.0078	0.0000	0.0078	0.0000	0.0078
Interruptible Transportation Commodity Charge						
35		0.9583	0.0000	0.9583	0.0000	0.9583
Rate T3						
Firm Transportation Commodity Charge						
36		0.0107	0.0000	0.0107	0.0000	0.0107

Notes:

- (1) EB-2013-0365, Rate Order, Working Papers, Schedule 4, column (w).
- (2) EB-2013-0365, Rate Order, Working Papers, Schedule 21, Page 1, column (i).
- (3) EB-2013-0365, Rate Order, Working Papers, Schedule 21, Page 2, column (i).

UNION GAS LIMITED
Summary of Changes to Storage and Transportation Rates

Line No.	Particulars (\$/GJ)	EB-2013-0365 October 2013 Cost of Gas (3) (a)	EB-2013-0413 Gas Cost Changes (b)	EB-2013-0365 January 2014 Cost of Gas (c) = (a+b)	EB-2014-0050 Gas Cost Changes (d)	EB-2013-0365 April 2014 Cost of Gas Rate Order (e) = (c+d)
	<u>M12 Transportation Service</u>					
	<u>Firm transportation</u>					
	Monthly demand charges:					
1	Dawn to Kirkwall	2.042		2.042		2.042
2	Dawn to Oakville/Parkway	2.420		2.420		2.420
3	Kirkwall to Parkway	0.378		0.378		0.378
4	F24-T	0.068		0.068		0.068
	<u>M12-X Firm Transportation</u>					
5	Between Dawn, Kirkwall and Parkway	3.008		3.008		3.008
	Commodity charges:					
6	Easterly	Note (1)				Note (1)
7	Westerly	Note (1)				Note (1)
8	Parkway (TCPL) to Parkway (Cons)	Note (1)				Note (1)
	<u>Limited Firm/Interruptible</u>					
	Monthly demand charges:					
9	Maximum	5.807		5.807		5.807
10	Commodity charges : Others	Note (1)				Note (1)
	<u>Authorized Overrun</u>					
	Transportation commodity charges:					
	Easterly:					
11	Dawn to Kirkwall - Union supplied fuel	Note (1)				Note (1)
12	Dawn to Oakville/Parkway - Union supplied fuel	Note (1)				Note (1)
13	Dawn to Kirkwall - Shipper supplied fuel	0.067		0.067		0.067
14	Dawn to Oakville/Parkway - Shipper supplied fuel	0.080		0.080		0.080
15	Kirkwall to Parkway - Union supplied fuel	Note (1)				Note (1)
16	Kirkwall to Parkway - Shipper supplied fuel	0.012		0.012		0.012
17	Westerly - Union supplied fuel	Note (1)				Note (1)
18	Westerly - Shipper supplied fuel	0.080		0.080		0.080
	<u>M12-X Firm Transportation</u>					
19	Between Dawn, Kirkwall and Parkway - Union supplied fuel	Note (1)				Note (1)
20	Between Dawn, Kirkwall and Parkway - Shipper supplied fuel	0.099		0.099		0.099
	<u>M13 Transportation of Locally Produced Gas</u>					
21	Monthly fixed charge per customer station	\$931.32		\$931.32		\$931.32
22	Transmission commodity charge to Dawn	0.034		0.034		0.034
23	Commodity charge - Union supplies fuel	0.007		0.007	0.002	0.009
24	Commodity charge - Shipper supplies fuel	Note (2)				Note (2)
25	Authorized Overrun - Union supplies fuel	0.076		0.076	0.002	0.078
26	Authorized Overrun - Shipper supplies fuel	0.069		0.069		0.069

Notes:

- (1) Monthly fuel rates and ratios per Schedule "C".
- (2) Plus customer supplied fuel per rate schedule.
- (3) EB-2013-0365 Rate Order, Working Papers Schedule 4, column (t)

UNION GAS LIMITED
Summary of Changes to Storage and Transportation Rates

Line No.	Particulars (\$/GJ)	EB-2013-0365 October 2013 Cost of Gas (3) (a)	EB-2013-0413 Gas Cost Changes (b)	EB-2013-0365 Jan-14 Cost of Gas (c) = (a+ b)	EB-2014-0050 Gas Cost Changes (d)	EB-2013-0365 April 2014 Cost of Gas Rate Order (e) = (a+b+c)
	<u>M16 Storage Transportation Service</u>					
1	Monthly fixed charge per customer station	\$1,481.63		\$1,481.63		\$1,481.63
	Monthly demand charges:					
2	East of Dawn	0.753		0.753		0.753
3	West of Dawn	1.065		1.065		1.065
4	Transmission commodity charge to Dawn	0.034		0.034		0.034
	Transportation Fuel Charges to Dawn:					
5	East of Dawn - Union supplied fuel	0.007		0.007	0.002	0.009
6	West of Dawn - Union supplied fuel	0.007		0.007	0.002	0.009
7	East of Dawn - Shipper supplied fuel	Note (1)				Note (1)
8	West of Dawn - Shipper supplied fuel	Note (1)				Note (1)
	Transportation Fuel Charges to Pools:					
9	East of Dawn - Union supplied fuel	0.007		0.007	0.002	0.009
10	West of Dawn - Union supplied fuel	0.021		0.021	0.006	0.027
11	East of Dawn - Shipper supplied fuel	Note (1)				Note (1)
12	West of Dawn - Shipper supplied fuel	Note (1)				Note (1)
	<u>Authorized Overrun</u>					
	Transportation Fuel Charges to Dawn:					
13	East of Dawn - Union supplied fuel	0.066	0.001	0.067	0.002	0.069
14	West of Dawn - Union supplied fuel	0.076		0.076	0.002	0.078
15	East of Dawn - Shipper supplied fuel	0.059		0.059		0.059
16	West of Dawn - Shipper supplied fuel	0.069		0.069		0.069
	Transportation Fuel Charges to Pools:					
17	East of Dawn - Union supplied fuel	0.032		0.032	0.002	0.034
18	West of Dawn - Union supplied fuel	0.056		0.056	0.006	0.062
19	East of Dawn - Shipper supplied fuel	0.025		0.025		0.025
20	West of Dawn - Shipper supplied fuel	0.035		0.035		0.035
	<u>C1 - Cross Franchise Transportation Service</u>					
	<u>Transportation service</u>					
	Monthly demand charges:					
21	St. Clair / Bluewater & Dawn	1.065		1.065		1.065
22	Ojibway & Dawn	1.065		1.065		1.065
23	Parkway to Dawn	0.589		0.589		0.589
24	Parkway to Kirkwall	0.589		0.589		0.589
25	Kirkwall to Dawn	1.038		1.038		1.038
26	Dawn to Kirkwall	2.042		2.042		2.042
27	Dawn to Parkway	2.420		2.420		2.420
28	Kirkwall to Parkway	0.378		0.378		0.378
29	Dawn to Dawn-Vector	0.029		0.029		0.029
30	Dawn to Dawn-TCPL	0.135		0.135		0.135
	Short-term:					
31	Maximum	\$75.00		\$75.00		\$75.00
	Commodity charges:					
32	St. Clair / Bluewater & Dawn - Union supplied fuel (Nov. 1 - Mar. 31)	0.012	0.001	0.013	0.003	0.016
33	St. Clair / Bluewater & Dawn - Union supplied fuel (Apr. 1 - Oct. 31)	0.010		0.010	0.002	0.012
34	Ojibway & Dawn - Union supplied fuel (Nov. 1 - Mar. 31)	0.014		0.014	0.004	0.018
35	Ojibway & Dawn - Union supplied fuel (Apr. 1 - Oct. 31)	0.021		0.021	0.006	0.027
36	Parkway to Kirkwall / Dawn - Union supplied fuel (Nov. 1 - Mar. 31)	0.007		0.007	0.002	0.009
37	Parkway to Kirkwall / Dawn - Union supplied fuel (Apr. 1 - Oct. 31)	0.013		0.013	0.004	0.017
38	Kirkwall to Dawn - Union supplied fuel (Nov. 1 - Mar. 31)	0.007		0.007	0.002	0.009
39	Kirkwall to Dawn - Union supplied fuel (Apr. 1 - Oct. 31)	0.007		0.007	0.002	0.009
40	Dawn to Kirkwall - Union supplied fuel (Nov. 1 - Mar. 31)	0.035		0.035	0.010	0.045
41	Dawn to Kirkwall - Union supplied fuel (Apr. 1 - Oct. 31)	0.015		0.015	0.004	0.019
42	Dawn to Parkway - Union supplied fuel (Nov. 1 - Mar. 31)	0.047	0.001	0.048	0.013	0.06100
43	Dawn to Parkway - Union supplied fuel (Apr. 1 - Oct.31)	0.025	0.001	0.026	0.006	0.032
44	Kirkwall to Parkway - Union supplied fuel (Nov. 1 - Mar. 31)	0.019		0.019	0.006	0.025
45	Kirkwall to Parkway - Union supplied fuel (Apr. 1 - Oct.31)	0.018		0.018	0.005	0.023

Notes:

- (1) Monthly fuel rates and ratios per Schedule "C".
- (2) Plus customer supplied fuel per rate schedule.
- (3) EB-2013-0365 Rate Order, Working Papers Schedule 4, column (t)

UNION GAS LIMITED
Summary of Changes to Storage and Transportation Rates

Line No.	Particulars (\$/GJ)	EB-2013-0365 October 2013 Cost of Gas (3)	EB-2013-0413 Gas Cost Changes	EB-2013-0365 January 2014 Cost of Gas	EB-2014-0050 Gas Cost Changes	EB-2013-0365 April 2014 Cost of Gas Rate Order
		(a)	(b)	(c) = (a+b)	(d)	(e) = (a+b+c)
	<u>C1 - Cross Franchise Transportation Service</u>					
	<u>Transportation service cont'd</u>					
1	St. Clair / Bluewater & Dawn - Shipper supplied fuel (Nov. 1 - Mar. 31)	Note (1)				Note (1)
2	St. Clair / Bluewater & Dawn - Shipper supplied fuel (Apr. 1 - Oct. 31)	Note (1)				Note (1)
3	Ojibway & Dawn - Shipper supplied fuel (Nov. 1 - Mar. 31)	Note (1)				Note (1)
4	Ojibway & Dawn - Shipper supplied fuel (Apr. 1 - Oct. 31)	Note (1)				Note (1)
5	Parkway to Kirkwall / Dawn - Shipper supplied fuel (Nov. 1 - Mar. 31)	Note (1)				Note (1)
6	Parkway to Kirkwall / Dawn - Shipper supplied fuel (Apr. 1 - Oct. 31)	Note (1)				Note (1)
7	Kirkwall to Dawn - Shipper supplied fuel (Nov. 1 - Mar. 31)	Note (1)				Note (1)
8	Kirkwall to Dawn - Shipper supplied fuel (Apr. 1 - Oct. 31)	Note (1)				Note (1)
9	Dawn to Kirkwall - Shipper supplied fuel (Nov. 1 - Mar. 31)	Note (1)				Note (1)
10	Dawn to Kirkwall - Shipper supplied fuel (Apr. 1 - Oct. 31)	Note (1)				Note (1)
11	Dawn to Parkway - Shipper supplied fuel (Nov. 1 - Mar. 31)	Note (1)				Note (1)
12	Dawn to Parkway - Shipper supplied fuel (Apr. 1 - Oct. 31)	Note (1)				Note (1)
13	Kirkwall to Parkway - Shipper supplied fuel (Nov. 1 - Mar. 31)	Note (1)				Note (1)
14	Kirkwall to Parkway - Shipper supplied fuel (Apr. 1 - Oct. 31)	Note (1)				Note (1)
15	Dawn to Dawn-Vector - Shipper supplied fuel (Nov. 1 - Mar. 31)	Note (1)				Note (1)
16	Dawn to Dawn-Vector - Shipper supplied fuel (Apr. 1 - Oct. 31)	Note (1)				Note (1)
17	Dawn to Dawn-TCPL - Shipper supplied fuel (Nov. 1 - Mar. 31)	Note (1)				Note (1)
18	Dawn to Dawn-TCPL - Shipper supplied fuel (Apr. 1 - Oct. 31)	Note (1)				Note (1)
	Interruptible commodity charges:					
19	Maximum	\$75.00		\$75.00		\$75.00
20	Dawn(Tecumseh), Dawn(Facilities or TCPL), Dawn (Vector) and Dawn (TSLE)	Note (1)				Note (1)
	<u>Authorized Overrun</u>					
	Firm transportation commodity charges:					
21	St. Clair / Bluewater & Dawn - Union supplied fuel (Nov. 1 - Mar. 31)	0.047		0.047	0.004	0.051
22	St. Clair / Bluewater & Dawn - Union supplied fuel (Apr. 1 - Oct. 31)	0.045	0.001	0.046	0.002	0.048
23	Ojibway & Dawn - Union supplied fuel (Nov. 1 - Mar. 31)	0.049		0.049	0.004	0.053
24	Ojibway & Dawn - Union supplied fuel (Apr. 1 - Oct. 31)	0.056		0.056	0.006	0.062
25	Parkway to Kirkwall / Dawn - Union supplied fuel (Nov. 1 - Mar. 31)	0.116	0.001	0.117	0.010	0.127
26	Parkway to Kirkwall / Dawn - Union supplied fuel (Apr. 1 - Oct. 31)	0.121	0.001	0.122	0.011	0.133
27	Kirkwall to Dawn - Union supplied fuel (Nov. 1 - Mar. 31)	0.041		0.041	0.011	0.052
28	Kirkwall to Dawn - Union supplied fuel (Apr. 1 - Oct. 31)	0.041		0.041	0.011	0.052
29	Dawn to Kirkwall - Union supplied fuel (Nov. 1 - Mar. 31)	0.131	0.002	0.133	0.017	0.150
30	Dawn to Kirkwall - Union supplied fuel (Apr. 1 - Oct. 31)	0.111	0.001	0.112	0.012	0.124
31	Dawn to Parkway - Union supplied fuel (Nov. 1 - Mar. 31)	0.155	0.001	0.156	0.013	0.169
32	Dawn to Parkway - Union supplied fuel (Apr. 1 - Oct. 31)	0.134	0.001	0.135	0.013	0.148
33	Kirkwall to Parkway - Union supplied fuel (Nov. 1 - Mar. 31)	0.060		0.060	0.005	0.065
34	Kirkwall to Parkway - Union supplied fuel (Apr. 1 - Oct. 31)	0.059	0.001	0.060	0.004	0.064
35	St. Clair / Bluewater & Dawn - Shipper supplied fuel (Nov. 1 - Mar. 31)	0.035		0.035		0.035
36	St. Clair / Bluewater & Dawn - Shipper supplied fuel (Apr. 1 - Oct. 31)	0.035		0.035		0.035
37	Ojibway & Dawn - Shipper supplied fuel (Nov. 1 - Mar. 31)	0.035		0.035		0.035
38	Ojibway & Dawn - Shipper supplied fuel (Apr. 1 - Oct. 31)	0.035		0.035		0.035
39	Parkway to Kirkwall / Dawn - Shipper supplied fuel (Nov. 1 - Mar. 31)	0.019		0.019		0.019
40	Parkway to Kirkwall / Dawn - Shipper supplied fuel (Apr. 1 - Oct. 31)	0.019		0.019		0.019
41	Kirkwall to Dawn - Shipper supplied fuel (Nov. 1 - Mar. 31)	0.034		0.034		0.034
42	Kirkwall to Dawn - Shipper supplied fuel (Apr. 1 - Oct. 31)	0.034		0.034		0.034
43	Dawn to Kirkwall - Shipper supplied fuel (Nov. 1 - Mar. 31)	0.067		0.067		0.067
44	Dawn to Kirkwall - Shipper supplied fuel (Apr. 1 - Oct. 31)	0.067		0.067		0.067
45	Dawn to Parkway - Shipper supplied fuel (Nov. 1 - Mar. 31)	0.080		0.080		0.080
46	Dawn to Parkway - Shipper supplied fuel (Apr. 1 - Oct. 31)	0.080		0.080		0.080
47	Kirkwall to Parkway - Shipper supplied fuel (Nov. 1 - Mar. 31)	0.012		0.012		0.012
48	Kirkwall to Parkway - Shipper supplied fuel (Apr. 1 - Oct. 31)	0.012		0.012		0.012
49	Dawn to Dawn-Vector - Shipper supplied fuel (Nov. 1 - Mar. 31)	0.001		0.001		0.001
50	Dawn to Dawn-Vector - Shipper supplied fuel (Apr. 1 - Oct. 31)	0.001		0.001		0.001
51	Dawn to Dawn-TCPL - Shipper supplied fuel (Nov. 1 - Mar. 31)	0.004		0.004		0.004
52	Dawn to Dawn-TCPL - Shipper supplied fuel (Apr. 1 - Oct. 31)	0.004		0.004		0.004
	Short Term Firm transportation commodity charges:					
53	Maximum	\$75.00		\$75.00		\$75.00

Notes:

- (1) Monthly fuel rates and ratios per Schedule "C".
- (2) Plus customer supplied fuel per rate schedule.
- (3) EB-2013-0365 Rate Order, Working Papers Schedule 4, column (t)

UNION GAS LIMITED
Summary of 2014 Retroactive Rate Adjustments for General Service Rate Classes

Line No	Particulars (\$)	Total Amount for Recovery/(Refund) (1) (a)	Billing Units for Disposition (10 ³ m ³) (2) (b)	Unit Rate Adjustment for Prospective Recovery (cents/m ³) (c) = (a / b / 10)
<u>Union North</u>				
Rate 01				
1	Delivery	(2,697,092)	366,186	(0.7365)
2	Transportation	(1,583,720)	366,186	(0.4325)
3	Storage	(791,555)	366,186	(0.2162)
4	Gas Supply Admin Charge	(6,161)	264,800	(0.0023)
5	Total Rate 01	(5,078,527)		
Rate 10				
6	Delivery	(685,840)	146,722	(0.4674)
7	Transportation	(652,540)	146,722	(0.4447)
8	Storage	(261,209)	146,722	(0.1780)
9	Gas Supply Admin Charge	(1,322)	70,307	(0.0023)
10	Total Rate 10	(1,600,910)		
<u>Union South</u>				
Rate M1				
11	Delivery	1,076,071	1,173,914	0.0917
12	Storage	250,209	1,173,914	0.0213
13	Gas Supply Admin Charge	(21,298)	904,819	(0.0023)
14	Total Rate M1	1,304,982		
Rate M2				
15	Delivery	(3,225,153)	460,071	(0.7010)
16	Storage	(634,259)	460,071	(0.1379)
17	Gas Supply Admin Charge	(4,135)	181,854	(0.0023)
18	Total Rate M2	(3,863,547)		
19	Total In-Franchise - General Service	(9,238,002)		

Notes:

- (1) Total Amount per Schedule 23, Page 2, column (f).
(2) Based on 2014 Board-approved billing units for prospective recovery period of June 1, 2014 to December 31, 2014.

UNION GAS LIMITED
Summary of 2014 Total Amount for Recovery/Refund of Retroactive Rate Adjustments for General Service Rate Classes

Line No	Particulars (\$)	Actual (1)			Forecast (2)		Total Amount for Prospective Recovery/(Refund) Jan. 01, 2014 -May 31, 2014 (f) = (a + b + c + d + e)
		January (a)	February (b)	March (c)	April (d)	May (e)	
	<u>Union North</u>						
	Rate 01						
1	Delivery	(829,293)	(682,549)	(670,743)	(331,780)	(182,728)	(2,697,092)
2	Transportation	(492,866)	(405,653)	(398,637)	(189,663)	(96,901)	(1,583,720)
3	Storage	(246,336)	(202,747)	(199,240)	(94,799)	(48,433)	(791,555)
4	Commodity and Fuel	(1,984)	(1,633)	(1,604)	(622)	(318)	(6,161)
5	Total	(1,570,478)	(1,292,581)	(1,270,224)	(616,864)	(328,381)	(5,078,527)
	Rate 10						
6	Delivery	(193,261)	(166,506)	(159,250)	(102,287)	(64,537)	(685,840)
7	Transportation	(185,900)	(160,178)	(153,173)	(94,272)	(59,016)	(652,540)
8	Storage	(74,412)	(64,116)	(61,312)	(37,723)	(23,646)	(261,209)
9	Commodity and Fuel	(377)	(351)	(323)	(166)	(105)	(1,322)
10	Total	(453,949)	(391,151)	(374,058)	(234,449)	(147,304)	(1,600,910)
	<u>Union South</u>						
	Rate M1						
11	Delivery	329,971	289,802	261,293	129,456	65,549	1,076,071
12	Storage	76,752	67,464	60,847	29,881	15,265	250,209
13	Commodity and Fuel	(6,734)	(5,918)	(5,330)	(2,196)	(1,121)	(21,298)
14	Total	399,989	351,348	316,809	157,142	79,694	1,304,982
	Rate M2						
15	Delivery	(925,126)	(871,103)	(811,162)	(404,493)	(213,269)	(3,225,153)
16	Storage	(182,838)	(172,185)	(160,334)	(78,038)	(40,865)	(634,259)
17	Commodity and Fuel	(1,225)	(1,195)	(1,115)	(386)	(214)	(4,135)
18	Total	(1,109,189)	(1,044,482)	(972,612)	(482,916)	(254,348)	(3,863,547)
19	Total In-Franchise - General Service	(2,733,627)	(2,376,865)	(2,300,084)	(1,177,087)	(650,338)	(9,238,002)

Notes:

- (1) Based on actual 2014 volumes.
(2) Based on 2014 Board-approved billing units.

UNION GAS LIMITED
Summary of Total Retroactive Adjustments by month for General Service Rate Classes

Line No	Particulars (\$)	EB-2013-0413	EB-2013-0365	Difference Rate Change Difference (cents/m ³) (c) = (b - a)	January		February		March	
		January 2014 Cost of Gas (cents/m ³) (a)	January 2014 Cost of Gas (cents/m ³) (b)		Actual Billing Units 10 ³ m ³ (1) (d)	Revenue Difference (\$) (e) = (c * d * 10)	Actual Billing Units 10 ³ m ³ (1) (f)	Revenue Difference (\$) (g) = (c * f * 10)	Actual Billing Units 10 ³ m ³ (1) (h)	Revenue Difference (\$) (i) = (c * h * 10)
	<u>Union North</u>									
	Rate 01									
1	Delivery	9.0355	8.6024	(0.4331)	191,458	(829,293)	157,580	(682,549)	154,854	(670,743)
2	Transportation	5.5735	5.3161	(0.2574)	191,458	(492,866)	157,580	(405,653)	154,854	(398,637)
3	Storage	3.1754	3.0467	(0.1287)	191,458	(246,336)	157,580	(202,747)	154,854	(199,240)
4	Commodity and Fuel	0.1933	0.1921	(0.0012)	164,952	(1,984)	135,763	(1,633)	133,403	(1,604)
5	Total					<u>(1,570,478)</u>		<u>(1,292,581)</u>		<u>(1,270,224)</u>
	Rate 10									
6	Delivery	5.5881	5.2605	(0.3276)	58,993	(193,261)	50,826	(166,506)	48,611	(159,250)
7	Transportation	5.2459	4.9297	(0.3162)	58,793	(185,900)	50,659	(160,178)	48,443	(153,173)
8	Storage	2.3085	2.1819	(0.1266)	58,793	(74,412)	50,659	(64,116)	48,443	(61,312)
9	Commodity and Fuel	0.1933	0.1921	(0.0012)	31,362	(377)	29,152	(351)	26,878	(323)
10	Total					<u>(453,949)</u>		<u>(391,151)</u>		<u>(374,058)</u>
	<u>Union South</u>									
	Rate M1									
11	Delivery	3.3801	3.4319	0.0518	636,946	329,971	559,408	289,802	504,376	261,293
12	Storage	0.7368	0.7491	0.0123	623,998	76,752	548,491	67,464	494,688	60,847
13	Commodity and Fuel	0.1933	0.1921	(0.0012)	559,992	(6,734)	492,137	(5,918)	443,225	(5,330)
14	Total					<u>399,989</u>		<u>351,348</u>		<u>316,809</u>
	Rate M2									
15	Delivery	3.7653	3.2999	(0.4653)	198,803	(925,126)	187,194	(871,103)	174,313	(811,162)
16	Storage	0.7550	0.6624	(0.0926)	197,449	(182,838)	185,944	(172,185)	173,147	(160,334)
17	Commodity and Fuel	0.1933	0.1921	(0.0012)	101,864	(1,225)	99,351	(1,195)	92,735	(1,115)
18	Total					<u>(1,109,189)</u>		<u>(1,044,482)</u>		<u>(972,612)</u>
19	Total In-Franchise - General Service					<u>(2,733,627)</u>		<u>(2,376,865)</u>		<u>(2,300,084)</u>

Notes:

(1) Based on actual 2014 volumes.

UNION GAS LIMITED
Summary of 2014 Retroactive Rate Adjustments for Rate 01

Line No	Particulars	EB-2014-0050	EB-2013-0365	Difference	April		May	
		Board-Approved	Rate Order	Rate Change	Billing Units	Revenue	Billing Units	Revenue
		(cents/m³)	(cents/m³)	(cents/m³)	10³m³	Difference (\$)	10³m³	Difference (\$)
		(a)	(b)	(c) = (b - a)	(d)	(e) = (c * d * 10)	(f)	(g) = (c * f * 10)
	Monthly Delivery Charge - All Zones							
1	First 100 m³	9.8150	9.2384	(0.5766)	24,701	(142,438)	19,384	(111,780)
2	Next 200 m³	9.2905	8.8918	(0.3987)	28,799	(114,837)	11,901	(47,457)
3	Next 200 m³	8.9178	8.5351	(0.3827)	7,533	(28,833)	2,128	(8,144)
4	Next 500 m³	8.5758	8.2077	(0.3681)	5,415	(19,936)	2,051	(7,552)
5	Over 1,000 m³	8.2933	7.9373	(0.3560)	7,228	(25,736)	2,189	(7,795)
6	Total				73,677	(331,780)	37,654	(182,728)
	Gas Transportation Service							
7	Fort Frances	4.3403	4.1399	(0.2005)	1,024	(2,052)	522	(1,046)
8	Western Zone	4.2882	4.0901	(0.1981)	14,260	(28,243)	7,324	(14,506)
9	Northern Zone	5.5650	5.3079	(0.2570)	32,077	(82,444)	16,385	(42,114)
10	Eastern Zone	6.3288	6.0365	(0.2923)	26,317	(76,924)	13,423	(39,234)
11	Total				73,677	(189,663)	37,654	(96,901)
	Storage Service							
12	Fort Frances	2.1507	2.0636	(0.0871)	1,024	(892)	522	(455)
13	Western Zone	2.3910	2.2941	(0.0969)	14,260	(13,815)	7,324	(7,096)
14	Northern Zone	3.2252	3.0945	(0.1307)	32,077	(41,918)	16,385	(21,413)
15	Eastern Zone	3.5799	3.4348	(0.1451)	26,317	(38,173)	13,423	(19,470)
16	Total				73,677	(94,799)	37,654	(48,433)
	Commodity Cost of Gas and Fuel							
17	Fort Frances	17.6057	17.6045	(0.0012)	753	(9)	384	(4)
18	Western Zone	17.6760	17.6748	(0.0012)	11,020	(128)	5,658	(66)
19	Northern Zone	17.8171	17.8159	(0.0012)	22,852	(266)	11,676	(136)
20	Eastern Zone	17.9304	17.9292	(0.0012)	18,916	(220)	9,677	(112)
21	Total				53,542	(622)	27,396	(318)
22	Total Rate 01					(616,864)		(328,381)

UNION GAS LIMITED
Summary of 2014 Retroactive Rate Adjustments for Rate 10

Line No	Particulars	EB-2014-0050	EB-2013-0365	Difference	April		May	
		Board-Approved	Rate Order	Rate Change	Billing Units	Revenue	Billing Units	Revenue
		(cents/m³)	(cents/m³)	(cents/m³)	10³m³	Difference (\$)	10³m³	Difference (\$)
		(a)	(b)	(c) = (b - a)	(d)	(e) = (c * d * 10)	(f)	(g) = (c * f * 10)
	Monthly Delivery Charge - All Zones							
1	First 1,000 m3	7.7733	7.3117	(0.4616)	2,419	(11,164)	2,079	(9,595)
2	Next 9,000 m3	6.3597	5.9820	(0.3777)	13,146	(49,650)	8,132	(30,712)
3	Next 20,000 m3	5.5535	5.2325	(0.3210)	7,166	(23,001)	3,971	(12,745)
4	Next 70,000 m3	5.0374	4.7462	(0.2912)	5,083	(14,799)	3,181	(9,261)
5	Over 100,000 m3	3.0822	2.9039	(0.1783)	2,061	(3,673)	1,247	(2,223)
6	Total				<u>29,875</u>	<u>(102,287)</u>	<u>18,609</u>	<u>(64,537)</u>
	Gas Transportation Service							
7	Fort Frances	3.8695	3.6363	(0.2332)	252	(588)	147	(343)
8	Western Zone	3.8173	3.5873	(0.2301)	4,288	(9,866)	2,509	(5,771)
9	Northern Zone	5.0941	4.7871	(0.3070)	12,205	(37,470)	7,428	(22,805)
10	Eastern Zone	5.8579	5.5049	(0.3530)	13,129	(46,349)	8,526	(30,097)
11	Total				<u>29,875</u>	<u>(94,272)</u>	<u>18,609</u>	<u>(59,016)</u>
	Storage Service							
12	Fort Frances	1.2015	1.1356	(0.0659)	252	(166)	147	(97)
13	Western Zone	1.4418	1.3627	(0.0791)	4,288	(3,390)	2,509	(1,983)
14	Northern Zone	2.2760	2.1512	(0.1248)	12,205	(15,230)	7,428	(9,270)
15	Eastern Zone	2.6307	2.4865	(0.1442)	13,129	(18,936)	8,526	(12,297)
16	Total				<u>29,875</u>	<u>(37,723)</u>	<u>18,609</u>	<u>(23,646)</u>
	Commodity Cost of Gas and Fuel							
17	Fort Frances	17.6057	17.6045	(0.0012)	87	(1)	55	(1)
18	Western Zone	17.6760	17.6748	(0.0012)	2,027	(24)	1,174	(14)
19	Northern Zone	17.8171	17.8159	(0.0012)	5,670	(66)	3,528	(41)
20	Eastern Zone	17.9304	17.9292	(0.0012)	6,513	(76)	4,234	(49)
21	Total				<u>14,298</u>	<u>(166)</u>	<u>8,991</u>	<u>(105)</u>
22	Total Rate 10					<u>(234,449)</u>		<u>(147,304)</u>

UNION GAS LIMITED
Summary of 2014 Retroactive Rate Adjustments for Rate M1

Line No	Particulars	EB-2014-0050 Board-Approved (cents/m ³) (a)	EB-2013-0365 Rate Order (cents/m ³) (b)	Difference Rate Change (cents/m ³) (c) = (b - a)	April		May	
					April Billing Units 10 ³ m ³ (d)	Revenue Difference (\$) (e) = (c * d * 10)	May Billing Units 10 ³ m ³ (f)	Revenue Difference (\$) (g) = (c * f * 10)
1	Monthly Delivery Charge							
1	First 100 m3	3.8242	3.8750	0.0508	80,088	40,709	61,497	31,259
2	Next 150 m3	3.6177	3.6761	0.0584	77,951	45,547	31,480	18,394
3	All over 250 m3	3.1292	3.1796	0.0504	85,662	43,200	31,521	15,896
					<u>243,700</u>	<u>129,456</u>	<u>124,497</u>	<u>65,549</u>
4	Storage Service	0.7368	0.7491	0.0123	<u>243,700</u>	<u>29,881</u>	<u>124,497</u>	<u>15,265</u>
5	Commodity and Fuel	17.9207	17.9195	(0.0012)	<u>188,886</u>	<u>(2,196)</u>	<u>96,428</u>	<u>(1,121)</u>
6	Total Rate M1					<u>157,142</u>		<u>79,694</u>

UNION GAS LIMITED
Summary of 2014 Retroactive Rate Adjustments for Rate M2

Line No	Particulars	EB-2014-0050 Board-Approved (cents/m ³) (a)	EB-2013-0365 Rate Order (cents/m ³) (b)	Difference Rate Change (cents/m ³) (c) = (b - a)	April		May	
					Billing Units 10 ³ m ³ (d)	Revenue Difference (\$) (e) = (c * d * 10)	Billing Units 10 ³ m ³ (f)	Revenue Difference (\$) (g) = (c * f * 10)
	Monthly Delivery Charge							
1	First 1,000 m3	4.1870	3.6661	(0.5209)	5,002	(26,055)	3,729	(19,426)
2	Next 6,000 m3	4.1107	3.5993	(0.5114)	25,922	(132,568)	15,109	(77,267)
3	Next 13,000 m3	3.8833	3.4044	(0.4789)	25,184	(120,610)	12,006	(57,495)
	All over 20,000 m3	3.6104	3.1651	(0.4453)	28,129	(125,259)	13,267	(59,080)
					84,237	(404,493)	44,111	(213,269)
4	Storage Service	0.7550	0.6624	(0.0926)	84,237	(78,038)	44,111	(40,865)
5	Commodity and Fuel	17.9207	17.9195	(0.0012)	33,189	(386)	18,432	(214)
6	Total					(482,916)		(254,348)