

**WESTCOAST ENERGY INC.**  
**T-NORTH EXPANSION OPEN SEASON**  
**April 22, 2024**

**To: Current and Prospective Shippers**

**BINDING OPEN SEASON – SUMMARY**

Capitalized terms herein have the definitions set out in the Pipeline Tariff of Westcoast Energy Inc. (Westcoast).

**Scope of Expansion**

In response to expressions of interest for additional capacity, Westcoast is conducting this open season for firm transportation service from any Receipt Point on the Westcoast Transmission North (T-North) facilities to either the outlet of Westcoast's Compressor Station No. 16 (Sunset CS) or to Compressor Station No. 2 (CS-2).

This open season is intended to provide interested parties with the opportunity to make a firm commitment to allow an expansion to proceed. This open season will also provide an opportunity for Shippers holding T-North Firm Service to request to permanently relinquish that service. As outlined below, any relinquished service accepted by Westcoast would be allocated to prospective shippers requesting T-North expansion service in this open season.

The ultimate configuration and timing of any facilities to be constructed and the amount of expansion capacity made available will depend in part on the service requested, the availability of any capacity, and any relinquished service accepted by Westcoast in conjunction with this open season.

**Open Season Process**

This open season document describes how prospective shippers may submit a request for T-North expansion service and the process Westcoast will follow to evaluate the requests for service and award service. It will also provide a methodology for allocating the available volume amongst interested parties should the sum of requested service volumes exceed the volumes made available as a result of this open season.

As outlined below, the submission of a request for expansion service (Request for Service) by a prospective shipper will constitute a formal and binding offer to take up any service that is awarded by Westcoast to that prospective shipper in accordance with this open season. Accordingly, any prospective shipper which submits a Request for Service and is awarded service in accordance with this open season will be obligated to execute and deliver a Firm Service Agreement in respect of the service so awarded.

This open season document also describes how current Shippers may submit a request to relinquish their existing T-North Firm Service (Request to Relinquish Service). As with a Request for Service, the submission of a Request to Relinquish Service will constitute a formal and binding offer to relinquish the service that is accepted by Westcoast in accordance with

this open season. Accordingly, any Shipper that submits a Request to Relinquish Service which is accepted by Westcoast will be obligated to execute and deliver an agreement evidencing such relinquishment in the form provided by Westcoast.

Notwithstanding any other term herein, the decision to provide any expansion service pursuant to this open season, the volume of any expansion service and the nature, size, configuration and timing of any required expansion facilities, will be determined by Westcoast in its sole discretion based in part on the Requests for Service, the availability of any capacity, and any Requests to Relinquish Service accepted by Westcoast in conjunction with this open season. Further, any expansion service and facilities will be subject to the receipt of all required approvals from the Canada Energy Regulator (CER) and to the other conditions set out in the attached form of Firm Service Agreement.

## **BINDING OPEN SEASON - DETAILS**

### **1. Description of Service**

- (a) Depending on the location of requested service, up to approximately 85 MMscf per day of aggregate Firm Transportation Service – Northern between any point in T-North and Sunset CS or CS2.
- (b) All service awarded in accordance with this open season will commence on the later of (i) August 1, 2028, and (ii) the actual date that Westcoast is able to commence providing such service. Where Westcoast is able to provide a portion of the requested service in advance of August 1, 2028, Westcoast may allocate such partial capacity, on a *pro rata* basis, to those shippers who wish to take the capacity earlier.
- (c) Although the new capacity may be placed into service on August 1, 2028, the actual in-service date will depend upon a number of factors including the scope of the expansion facilities. Westcoast does not guarantee any in-service date and will have no liability for any delay or change to any in-service date or for any cancellation or change in scope of any proposed expansion facilities.
- (d) Westcoast may satisfy any or all of the requested service through the allocation of any capacity that may be available, including attrition capacity and any relinquished service accepted by Westcoast in conjunction with this open season.
- (e) The minimum term for the service awarded under this open season is 10 years. The service will be awarded to prospective shippers in accordance with the procedures outlined below.

### **2. Transportation Tolls**

- (a) Westcoast will apply to the CER to toll the proposed expansion facilities on a rolled-in basis using Westcoast's approved toll methodology.
- (b) Depending on the expansion facilities required, the amount of any available capacity, and the amount of any relinquished service accepted by Westcoast,

Westcoast estimates that the increase in the Firm Transportation Service – Northern Long Haul toll as a result of the expansion will range from a nominal amount to approximately \$0.01 per Mcf.

- (c) The foregoing is an estimate for informational purposes only and is based on a preliminary capital cost estimate for expansion facilities accommodating up to 85 MMcf/d of capacity, T-North Firm Service demand allocation units, T-North toll design, Westcoast's cost of service parameters and an assumption that the cost of the expansion facilities will be rolled into the existing T-North system costs for tolling purposes. Notwithstanding such estimate, prospective shippers who are awarded Firm Service in this open season will be obligated to pay the actual CER-approved tolls for that service, together with System Gas and such other charges as may apply from time to time in accordance with the Pipeline Tariff of Westcoast.

### **3. Submission of a Request for Service**

- (a) In order to participate in this open season, prospective shippers must complete and submit to Westcoast by e-mail a Request for Service in the form attached hereto (Attachment 1) at the following address: [weicapacity@enbridge.com](mailto:weicapacity@enbridge.com)
- (b) Requests for Service must be received by Westcoast at the e-mail address specified above prior to 3:00 p.m. (Mountain Time) on June 7, 2024 (Closing Time). Any Request for Service which is not received by the Closing Time will not be considered. Westcoast reserves the right, in its sole discretion, to reject any Request for Service that is incomplete, modified or otherwise fails to comply with the requirements of this open season document.
- (c) Westcoast will, via e-mail and as soon as reasonably practicable following receipt of a Request for Service, either confirm receipt of the Request for Service and assign an identification number to the Request for Service or advise the prospective shipper that the Request for Service fails to conform with the requirements of this open season document and will not be considered.
- (d) Prospective shippers must specify in the Request for Service the requested Receipt Point and Delivery Point (Sunset CS or CS2), as well as the Contract Demand for the requested expansion service.
- (e) Prospective shippers must also specify in the Request for Service the minimum Contract Demand that would be acceptable in the event that pro-rationing of service is required. Prospective shippers may indicate a minimum Contract Demand of any volume equal to or less than the maximum Contract Demand requested, including zero (i.e., no minimum).
- (f) Prospective shippers may submit one or more Requests for Service. A prospective shipper which has submitted one or more Requests for Service may withdraw any or all of those Requests for Service at any time prior to the Closing Time by giving notice of withdrawal to Westcoast, specifying the applicable identification number(s).

- (g) Westcoast will not consider any Request for Service made by a prospective shipper in this open season which is contingent or conditional.
- (h) The submission of a Request for Service constitutes a formal offer by the prospective shipper to take up any service that is awarded to such shipper by Westcoast in accordance with this open season, for a Contract Demand volume not exceeding the Contract Demand volume specified in the Request for Service and not less than the minimum Contract Demand, if any, specified in the Request for Service. Any prospective shipper which submits a Request for Service and is awarded service will be obligated to execute and deliver a Firm Service Agreement and provide financial security as outlined in paragraph 4(d) below.
- (i) Westcoast reserves the right to extend the duration of this open season, in its sole discretion, at any time prior to the Closing Time.

#### **4. Allocation and Award of Service**

- (a) Subject to the qualifications below, Westcoast will allocate service to the Requests for Service having the highest unit economic value (as that term is described in Article 9.08 of the Pipeline Tariff of Westcoast) and to other Requests for Service in descending order of unit economic value until all the available capacity has been allocated or until all valid bids have been accepted by Westcoast. The unit economic value of each Request for Service will be calculated as the net present value of the current Firm Transportation Service – Northern Long Haul toll at the 5 year rate, discounted using the Discount Rate taking into account the term specified in the Request for Service.
- (b) If the unit economic value for two or more Requests for Service are equivalent and there is insufficient service to meet the aggregate Contract Demand requested, Westcoast will allocate service as follows:
  - i. Westcoast will award the available service to the affected prospective shippers *pro rata* on the basis of the Contract Demand specified in their Requests for Service;
  - ii. should the volume of service allocable to a prospective shipper be less than the minimum Contract Demand, if any, specified in its Request for Service, no service will be awarded by Westcoast to that prospective shipper;
  - iii. should the volume of service allocable to a prospective shipper be greater than the minimum Contract Demand, if any, specified in its Request for Service, the prospective shipper will be deemed conclusively to have accepted the service awarded by Westcoast to that prospective shipper; and
  - iv. any remaining service which has not been awarded in accordance with the foregoing will be allocated to other Requests for Service in descending order of unit economic value.

- (c) Westcoast will, as soon as reasonably practicable, notify each successful prospective shipper of the service awarded to it in accordance with this open season and forward to such prospective shipper a Firm Service Agreement for such service in the form attached hereto (Attachment 2). A prospective shipper which is awarded service pursuant to this open season is obligated to execute and deliver to Westcoast the Firm Service Agreement, without modification or amendment, and provide any financial security required by Westcoast in respect of that service as outlined in paragraph 4(d) below within 5 business days of receipt of the Firm Service Agreement from Westcoast.
- (d) Prospective shippers will be required, as a condition of the award of any service pursuant to this open season, to:
- i. demonstrate to Westcoast a credit quality acceptable to Westcoast, in its sole discretion, through the provision of financial statements and such other information as Westcoast may require;
  - ii. if the prospective shipper is unable to meet the criteria in subparagraph i. above, provide to Westcoast a guarantee of payment in form and substance satisfactory to Westcoast by another entity which meets the criteria in subparagraph i. above; or
  - iii. if the prospective shipper is unable to comply with subparagraphs i. or ii. above, provide to Westcoast, and at all times maintain:
    - a. an irrevocable letter of credit in an amount equal to the maximum amount payable by the prospective shipper under the Firm Service Agreement for 12 months of service; or
    - b. such other alternative financial security acceptable to Westcoast,provided that Westcoast reserves the right to limit the service available to such parties which provide letters of credit or other alternative financial security.
- (e) Westcoast reserves the right to reject, in its sole discretion, any and all Requests for Service submitted in accordance with this open season, including Requests for Service from prospective shippers which fail or are unable to meet the requirements prescribed in paragraph 4(d) above or which currently hold T-North Firm Service under existing service agreements having renewal rights and are unwilling, subject to the award of additional service, to extend the term of such existing service agreements, and to cause the term of any such service agreements held by any of their affiliates to be extended, for a period reasonably acceptable to Westcoast as further detailed in paragraph 5(a) below.

## 5. Existing Service Agreement Term Extension

- (a) Prospective shippers who are awarded service in accordance with this open season will also be required upon execution of the Firm Service Agreement for such service to extend the term of, and cause their affiliates to extend the term of, existing T-North Firm Service with renewal rights held by such shippers and their affiliates. Term extensions will be determined by Westcoast based on an assessment, in its sole discretion, of net material benefit to the overall system, having regard for the following:

- i. The maximum volume subject to a term extension will be equal to the volume of service awarded. For example, a prospective shipper who is awarded  $100 \times 10^3 \text{m}^3$  (3.5 MMscf) per day of service will be required to extend the term of  $100 \times 10^3 \text{m}^3$  (3.5 MMscf) per day of existing service.

Term up will be prioritized by existing service expiry date, with term up being first applied to the earliest expiry date and progressing to the latest expiry date. For example, if a shipper holds two tranches of existing service, one that expires on May 31, 2030 and one that expires on September 30, 2030, the term extension would be first applied to the May 31, 2030 service with the remainder, if any, applied to the September 30, 2030 service.

- ii. The term extension for existing service that has a term which expires earlier than 10 years from the in-service date of the service awarded will be 10 years, such that the new expiry date for such existing service will be extended to the date which is 10 years from the in-service date for the service awarded, regardless of the current expiry date of such existing service and regardless of whether the term bid for the awarded service is greater than 10 years. For example, if the in-service date for the awarded service is November 1, 2028, the current service expiry date for such existing service would be extended to October 31, 2038.
- iii. Term extensions will only occur on existing T-North Firm Service that is eligible for renewal. Existing service that does not have renewal rights (e.g., 1 year service) or service that was not renewed in accordance with Article 2 of the Pipeline Tariff of Westcoast will not be subject to a term extension.
- iv. Term extensions may change the term differentiated rate attached to existing Firm Service. A prospective shipper will begin to be charged the reduced toll on its extended service on the first day of the month following the execution of the Firm Service Agreement for the awarded service and the associated amending agreement extending the term of the service held by such shipper under its existing Firm Service Agreement.

## **6. Requests to Relinquish Existing T-North Firm Service**

- (a) Westcoast will, in conjunction with this open season, consider requests from Shippers holding existing T-North Firm Service to permanently relinquish such service or portion thereof to the extent necessary to enable Westcoast to provide the requested expansion service. Relinquishment of service will be effective on the in-service date(s) of all or a portion of the expansion service as specified in a written notice provided by Westcoast to such Shippers pursuant to the agreement regarding such relinquishment referred to in paragraph 6(l) below (Relinquishment Effective Date(s)). Any relinquished service accepted by Westcoast will be allocated to prospective shippers which are awarded service pursuant to this open season.
- (b) Relinquishment of service will be conditional on Westcoast requiring the relinquished service on the in-service date(s) of the expansion service contemplated in this open season.
- (c) Westcoast may elect to accept relinquished service in stages (i.e., with multiple Relinquishment Effective Dates).
- (d) Westcoast reserves the right to reject, in its sole discretion, any and all Requests to Relinquish Service submitted in response to this open season. Further, Westcoast may accept for relinquishment a volume of service which is less than the volume requested to be relinquished in a Request to Relinquish Service and the Shipper shall, in that case, be deemed conclusively to have agreed to such lesser volume of service to be relinquished.
- (e) The relinquishment of service may, depending on the volume of service that Shippers wish to relinquish and the requests for expansion service received by Westcoast in this open season, and the availability of any capacity, affect the need for, or the nature, size, configuration or timing of, any proposed expansion facilities.
- (f) Relinquishment of service will be determined by Westcoast based on an assessment, in its sole discretion, of net material benefit to the overall system through reduction of costs associated with the proposed expansion facilities without undue loss of system allocation units and contract term.
- (g) Any service to be retained by a Shipper after the Relinquishment Effective Date(s) that has a term which expires earlier than the expiry date of the relinquished service will be subject to a term extension to match the term of the relinquished service in such a manner as to result in a net material benefit to the overall system, as determined by Westcoast in its sole discretion. The maximum volume of service subject to a term extension will be equal to the volume of service accepted for relinquishment. Credit requirements for retained service

may also be increased to match the credit requirements for the relinquished service if the credit requirements are greater for the relinquished service, such as in the case of expansion service.

- (h) Any Shipper wishing to relinquish existing service must do so on an unconditional basis. No conditions to the relinquishment proposed by a Shipper will be considered or accepted.
- (i) Shippers wishing to relinquish existing service must complete a Request to Relinquish Service in the form attached hereto (Attachment 3) and submit it to Westcoast via e-mail at the address noted above prior to the Closing Time. Requests to Relinquish Service which are not received prior to the Closing Time will not be considered.
- (j) A Shipper which has submitted a Request to Relinquish Service may withdraw that Request to Relinquish Service at any time prior to the Closing Time.
- (k) Westcoast will, via e-mail and as soon as reasonably practicable following receipt of a Request to Relinquish Service, either confirm receipt of the Request to Relinquish Service and assign an identification number to it or advise the Shipper that the Request to Relinquish Service fails to conform with the requirements of this open season document and will not be considered.
- (l) Any Shipper that submits a Request to Relinquish Service which is accepted by Westcoast in accordance with this section 6 is obligated to execute and deliver to Westcoast an agreement evidencing such relinquishment (and resulting term extensions, if any) in the form provided by Westcoast, without amendment or modification, within 5 business days of receipt of such agreement from Westcoast. Under the agreement, relinquishment of the service will be conditional on Westcoast requiring the service on the in-service date(s) of the expansion service contemplated in this open season.

## **7. Upstream and Downstream Supply and Capacity Arrangements**

- (a) Prospective shippers submitting a Request for Service are responsible for securing any necessary upstream gas supply arrangements and for securing any necessary downstream pipeline capacity or marketing arrangements on other pipeline facilities connecting to the T-North system, and Westcoast will not consider any Request for Service made by a prospective shipper which is contingent or conditional on such shipper securing such upstream or downstream arrangements.



Should you have any questions or require additional information regarding this open season, please contact Murray Fraser, Commercial Manager at (403) 663-6623.

**ATTACHMENT 1**  
**REQUEST FOR SERVICE**

To: Westcoast Energy Inc.  
[weicapacity@enbridge.com](mailto:weicapacity@enbridge.com)

1. Customer Information

Name of Prospective Shipper: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

For contract preparation:

Exact Legal Name of Prospective Shipper:  
(If different than above) \_\_\_\_\_

Address of Legal Entity:  
(If different than above) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Names and Titles of Signatories of contract:  
(To appear on contract) \_\_\_\_\_

\_\_\_\_\_

2. T-North Expansion Service Requested

	Request 1	Request 2	Request 3	Request 4
Receipt Point <sup>1</sup>				
Delivery Point <sup>2</sup>				
Contract Demand Volume (10 <sup>3</sup> m <sup>3</sup> /d)				
Minimum Contract Demand Volume (10 <sup>3</sup> m <sup>3</sup> /d)				
Term (years and/or months) <sup>3</sup>				

<sup>1</sup> Receipt Point to be located on T-North

<sup>2</sup> Delivery Point to be either Compressor Station (CS) No. 16 (Sunset CS) or CS No. 2

<sup>3</sup> Minimum Term is 10 years

3. Acknowledgement

The undersigned acknowledges and agrees that the submission of this Request for Service constitutes an offer to take-up any expansion service that is awarded by Westcoast to the undersigned and the undersigned will execute and deliver a Firm Service Agreement in the form attached to Westcoast's Open Season document dated April 22, 2024, without amendment or modification, in respect of that expansion service.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2024

\_\_\_\_\_  
Name of Prospective Shipper

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

Notes

- This Request for Service is governed by Westcoast's Open Season document dated April 22, 2024.
- Conditional Requests for Service will NOT be considered.

- Prospective shippers may indicate a minimum Contract Demand of any amount equal to or less than the maximum Contract Demand requested, including zero (i.e., no minimum).
- Prospective shippers should note that:
  - (i) should the volume of expansion service allocable to a prospective shipper as a result of the allocation process specified in the Open Season document be less than the minimum Contract Demand specified in its Request for Service, no expansion service will be awarded by Westcoast to that prospective shipper; and
  - (ii) should the volume of expansion service allocable to a prospective shipper as a result of the allocation process contemplated by the Open Season document be greater than the minimum Contract Demand specified in its Request for Service, the prospective shipper will be deemed to have accepted the expansion service awarded by Westcoast to that prospective shipper.

**ATTACHMENT 2  
WESTCOAST ENERGY INC.  
FORM OF FIRM SERVICE AGREEMENT**

**FIRM SERVICE AGREEMENT**

THIS AGREEMENT made as of the ● day of ●, 2024  
BETWEEN:

WESTCOAST ENERGY INC., a corporation having an office in  
Calgary, Alberta

("Westcoast")

- and -

●, a corporation having an office in ●

("Shipper")

WHEREAS Shipper has requested Westcoast to provide it with the Firm Transportation Service described in this Agreement and Westcoast has agreed to provide Shipper with such service in accordance with and subject to the terms and conditions hereinafter set forth;

NOW THEREFORE in consideration of the mutual agreements hereinafter contained the parties hereto agree as follows:

**ARTICLE 1  
TOLL SCHEDULES AND GENERAL TERMS AND CONDITIONS**

1.01 Westcoast's Toll Schedules and General Terms and Conditions, both as filed with the Canada Energy Regulator and in effect from time to time in accordance with Part 3 of the *Canadian Energy Regulator Act*, are incorporated herein by reference and constitute part of this Agreement. Unless otherwise defined herein, the terms and expressions used in this Agreement have the same meaning as the corresponding terms and expressions used in Westcoast's Toll Schedules and the General Terms and Conditions.

1.02 In and for the purpose of this Agreement:

- (a) "Expansion Facilities" means those pipeline, compression and related facilities which Westcoast determines to be required to enable it to provide the Expansion Service and which will be more particularly described in Westcoast's application to the Canada Energy Regulator for approval to construct and operate such facilities;
- (b) "Expansion Service" means the Firm Transportation Service described in Schedule A;
- (c) "General Terms and Conditions" means the General Terms and Conditions for Service that form part of the Westcoast Pipeline Tariff that is on file with the Canada Energy Regulator;

- (d) "Schedule A" means Schedule A attached to this Agreement as the same may be amended and in effect from time to time;
- (e) "Toll Schedules" means the Toll Schedules for Service that form part of the Westcoast Pipeline Tariff that is on file with the Canada Energy Regulator; and
- (f) "this Agreement" means this Agreement as the same may be amended and in effect from time to time, and includes Westcoast's Toll Schedules, the General Terms and Conditions and Schedule A.

## **ARTICLE 2 SERVICES**

- 2.01 Subject to the provisions of this Agreement, Westcoast shall provide to Shipper the Expansion Service on each day during the period commencing and expiring on the days specified in Schedule A.

## **ARTICLE 3 TOLLS**

- 3.01 Shipper shall pay Westcoast each month in respect of the Expansion Service the applicable tolls for such service approved by the Canada Energy Regulator and specified in Westcoast's Toll Schedules in effect from time to time.

## **ARTICLE 4 RECEIPT AND DELIVERY POINTS**

- 4.01 Shipper shall in respect of the Expansion Service deliver gas to Westcoast at the Receipt Point and in volumes not exceeding those specified in Schedule A.
- 4.02 Westcoast shall in respect of the Expansion Service deliver gas to Shipper at the Delivery Point specified in Schedule A.

## **ARTICLE 5 CONDITIONS**

- 5.01 The obligations of Westcoast to proceed with the Expansion Facilities and to provide Expansion Service to Shipper hereunder are subject to the following conditions precedent which are for the sole benefit of Westcoast and may be waived by Westcoast in whole or in part:
  - (a) the execution by other prospective shippers of Firm Service Agreements providing for Firm Transportation Service in respect of Contract Demand volumes sufficient to support the construction and operation of the Expansion Facilities on an economic basis acceptable to Westcoast in its sole discretion;
  - (b) the determination by Westcoast's Board of Directors and by its senior management to commit to the construction of the Expansion Facilities;
  - (c) Westcoast obtaining all governmental and regulatory orders, certificates, approvals, authorizations, licenses and permits, in form and substance satisfactory to Westcoast, required to construct and operate the Expansion Facilities including,

without limitation, orders and certificates of the Canada Energy Regulator pursuant to Part 3 of the *Canadian Energy Regulator Act*;

- (d) the satisfaction of all conditions contained in the orders, certificates, approvals, authorizations, licenses and permits referred to in subsection 5.01(c);
  - (e) the completion of construction and placing into service of the Expansion Facilities; and
  - (f) the determination by Westcoast, in its sole discretion, that none of the Pipeline System, the Expansion Facilities or Westcoast have been or could be adversely affected by any prevailing or future economic, regulatory, financial or other circumstances (including, without limitation, Westcoast's tolls, toll design and cost recovery methodologies).
- 5.02 Westcoast may, in its sole discretion, terminate this Agreement by providing written notice thereof to Shipper if Westcoast is of the opinion, acting reasonably, that the orders, certificates, approvals, authorizations, licenses and permits referred to in subsection 5.01(c) will not be obtained by August 1, 2029.
- 5.03 Shipper agrees to support and cooperate with, and to not oppose, obstruct or otherwise interfere with in any manner, the efforts of Westcoast to: (i) obtain the orders, certificates, approvals, authorizations, licenses and permits referred to in subsection 5.01(c) and (ii) complete construction of the Expansion Facilities.
- 5.04 The design and capacity of the Expansion Facilities and the form, substance and timing of Westcoast's applications for the orders, certificates, approvals, authorizations, licenses and permits referred to in subsection 5.01(c) shall be determined by Westcoast, in its sole discretion.

## **ARTICLE 6 GENERAL**

- 6.01 Shipper shall at all times after the execution of this Agreement:
- (a) demonstrate to Westcoast that it has a credit quality acceptable to Westcoast, in its sole discretion, through the provision of financial statements and such other information as Westcoast may require;
  - (b) if Shipper is unable to meet the requirements in subsection 6.01(a), provide to Westcoast a guarantee of payment in form and substance satisfactory to Westcoast by another entity who meets such requirements; or
  - (c) if Shipper is unable to meet the requirements of subsection 6.01(a) or 6.01(b), provide to Westcoast, and at all times maintain, an irrevocable letter of credit in favour of Westcoast issued by a financial institution and in form acceptable to Westcoast in an amount equal to the maximum amount payable by Shipper under this Agreement for 12 months of service or such other alternative financial security acceptable to Westcoast.

If at any time after the execution of this Agreement, Shipper fails to comply with the creditworthiness requirements set forth in this Section 6.01, Westcoast may at its option suspend the provision of service to Shipper under this Agreement or terminate this Agreement, provided however that any such suspension of service or termination shall not relieve Shipper from its obligation to pay all tolls, charges, or other amounts payable to Westcoast in respect of the Expansion Service for what would otherwise have been the balance of the term of this Agreement.

**ARTICLE 7  
ADDRESS FOR DELIVERY**

7.01 The address of each of the parties hereto for the purpose of giving any notice hereunder or in accordance with the General Terms and Conditions is as follows:

WESTCOAST: Westcoast Energy Inc.  
Suite 200, 425 1<sup>st</sup> Street S.W.  
Calgary, Alberta  
T2P 3L8

Fax: •  
Attention: •

SHIPPER:

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

WESTCOAST ENERGY INC.

per:

\_\_\_\_\_

per:

\_\_\_\_\_

[SHIPPER]

per:

\_\_\_\_\_

per:

\_\_\_\_\_



Contract No. ●

### SCHEDULE A

This Schedule A is attached to and forms part of the Firm Service Agreement dated as of ●, 2024 between Westcoast Energy Inc. and Shipper.

<b>GMS No.:</b>	●
<b>Firm Service:</b>	Firm Transportation Service - Northern
<b>Receipt Point:</b>	
<b>Delivery Point:</b>	
<b>Contract Demand (10<sup>3</sup>M<sup>3</sup>):</b>	●
<b>Service Commencement Date:</b>	The later of (i) August 1, 2028 and (ii) the date upon which Westcoast is able to commence providing all or a portion of the Expansion Service under this Agreement, as specified by Westcoast in a written notice given to Shipper ("Service Commencement Date").
<b>Service Expiry Date:</b>	● years and ● months after Service Commencement Date

**ATTACHMENT 3**

**REQUEST TO RELINQUISH SERVICE**

To: Westcoast Energy Inc.  
[weicapacity@enbridge.com](mailto:weicapacity@enbridge.com)

1. Customer Information

Name of Shipper: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

For contract preparation:

Exact Legal Name of Shipper:  
(If different than above) \_\_\_\_\_

Address of Legal Entity:  
(If different than above) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Names and Titles of Signatories of contract:  
(To appear on contract) \_\_\_\_\_  
\_\_\_\_\_

2. Existing T-North Firm Service Proposed for Relinquishment

	Request 1	Request 2	Request 3	Request 4
Contract number				
Line number				
Receipt Point				
Delivery Point				
Relinquished Contract Demand volume (10 <sup>3</sup> m <sup>3</sup> /d)				
Minimum Relinquished Contract Demand volume (10 <sup>3</sup> m <sup>3</sup> /d)				

3. Acknowledgement

The undersigned acknowledges and agrees that (i) subject to the terms and conditions of the April 22, 2024 Open Season, the submission of this Request to Relinquish Service constitutes a binding offer to relinquish any service that may be accepted by Westcoast, and if such Request to Relinquish Service is accepted by Westcoast, the undersigned will execute and deliver an amending agreement or agreements, as the case may be, without amendment or modification, in respect of any existing firm service that has been accepted by Westcoast for relinquishment; (ii) relinquishment of service will be conditional on Westcoast requiring the relinquished service on the in-service date(s) of the expansion service contemplated in the April 22, 2024 Open Season; and (iii) in the event that the firm service agreements resulting from the April 22, 2024 Open Season are terminated for any reason prior to the commencement of service under such agreements, including as a result of Westcoast not satisfying or waiving the conditions precedent set out in such firm service agreements, then Westcoast may terminate the amending agreement(s), in which

case any existing service accepted for relinquishment would continue to be subject to the same contract terms and conditions in effect prior to its acceptance by Westcoast for relinquishment and any term extension (as described in section 6(g) of the April 22, 2024 Open Season document) will be cancelled. Should the amending agreement(s) be so terminated by Westcoast and the 13 month renewal period has passed (based on the original term of the existing firm service agreement), Shipper will have 30 days from the termination date of the amending agreement(s) to elect to renew.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024

\_\_\_\_\_  
Name of Shipper

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

Notes

- This Request to Relinquish Service is governed by Westcoast's Open Season document dated April 22, 2024
- Conditional Requests to Relinquish Service will NOT be considered.
- Shippers may indicate a Relinquished Contract Demand volume for relinquishment of any amount equal to or less than the full Contract Demand of any individual contract line.
- Shippers may indicate a minimum Relinquished Contract Demand volume of any amount equal to or less than the Relinquished Contract Demand volume requested for relinquishment, including zero (i.e., no minimum).
- Westcoast may accept for relinquishment all or a portion of any individual request, provided the amount accepted is equal to or greater than the minimum Relinquished Contract Demand volume specified in the Shipper's Request to Relinquish Service.