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August 10, 2022

British Columbia Utilities Commission
Suite 410, 900 Howe Street
Vancouver, BC
V6Z 2N3

Attention: Ms. Sara Hardgrave, Acting Commission Secretary

Dear Ms. Hardgrave:

Re: FortisBC Energy Inc. (FEI)

**Application for Approval of the Regional Gas Supply Diversity (RGSD)
Development Account (Application)**

Westcoast Energy Inc. T-South Expansion Open Season

FEI is writing with respect to the above noted Application to provide a brief update on recent key developments.

FEI's RGSD Application and cover letter had indicated that Enbridge intended to announce a \$2.5 billion+ expansion of its T-South pipeline in 2022 from its Station 2 compressor facility to the Huntingdon area. FEI can now advise that, on July 29, 2022, Enbridge formally commenced the process to garner shipper support to expand the T-South pipeline by way of conducting a Binding Open Season process (please see Appendix A attached) that will commit successful qualified bidders for a minimum term of twenty years for the new expansion capacity. Enbridge anticipates that the earliest in-service date for the expansion capacity will be November 1, 2028. The expansion capacity is anticipated to increase the volume of the T-South pipeline by 300 MMscfd, which is in-line with the amount of capacity that is expected to be utilized by Woodfibre LNG when it comes in-service.

On July 29, 2022, Enbridge also announced that it will jointly invest in the construction and operation of the Woodfibre LNG project by way of taking a 30 percent ownership stake in the project.¹

¹ <https://financialpost.com/commodities/energy/oil-gas/enbridge-takes-30-stake-in-woodfibre-lng-project>

If further information is required, please contact the undersigned.

Sincerely,

FORTISBC ENERGY INC.

Original signed:

Diane Roy

Attachment

Appendix A

WESTCOAST T-SOUTH EXPANSION OPEN SEASON



**WESTCOAST ENERGY INC.
T-SOUTH EXPANSION OPEN SEASON
July 29, 2022**

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 additional firm transportation service on its T-South facilities from Compressor Station No. 2 (“CS-2”) to delivery points within the Huntingdon Delivery Area (“HDA”). The additional firm transportation service may be made available through looping of the T-South pipeline system and/or modifications at compressor stations along the pipeline system to provide up to approximately 8,498 10³m³ (300 MMscf) per day of new capacity. It is anticipated that this new capacity would be placed into service November 1, 2028.

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-South 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-South 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 attrition 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-South 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-South 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 attrition 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) Up to 300 MMscf per day of Firm Transportation Service – Southern from CS-2 to the HDA.
- (b) All service awarded in accordance with this open season will commence on the later of (i) November 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 November 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 is planned to be placed into service on November 1, 2028, 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 attrition capacity that may be available, 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 20 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 attrition capacity, and the amount of any relinquished service accepted by Westcoast,



Westcoast estimates that the increase in the Firm Transportation Service – Southern toll as a result of the expansion will range from a nominal amount to approximately \$0.30 per Mcf.

- (c) The foregoing is an estimate for informational purposes only and is based on a preliminary capital cost estimate for the expansion facilities, T-South firm demand allocation units, T-South 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-South system costs for tolling purposes. Notwithstanding such estimate, prospective shippers which 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
- (b) Requests for Service must be received by Westcoast at the e-mail address specified above prior to 3:00 p.m. (Mountain Daylight Time) on September 2, 2022 ("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 Delivery Point and 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 – Southern toll for the HDA 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 determined based on the term of the service as follows: (1) for a 20 year service term, an amount equal to the maximum amount payable by the prospective shipper under the Firm Service Agreement for 12 months of service; (2) for terms exceeding 20 years, an amount equal to the maximum amount payable by the prospective shipper under the Firm Service Agreement for 12 months of service plus an additional 1 month of service for each year that the term exceeds 20 years, up to a maximum of 30 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-South 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-South 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.
- ii. Term extensions will have regard for the following priority sequence in respect of each contract segment:
 - a. Existing T-South Firm Service between CS-2 and the HDA;
 - b. Existing T-South Winter Firm Service between CS-2 and the HDA;
 - c. Existing T-South Firm Service between CS-2 and the Inland Delivery Area ("IDA");
 - d. Existing T-South Firm Service between Kingsvale and the HDA; and
 - e. Existing T-South Firm Service between CS-2 and Summit Lake.

Within each contract segment, term extensions will be prioritized by the existing service expiry date within such segment, with term extensions being first applied to the earliest expiry date and progressing to the latest expiry date.

For example, if a shipper who is awarded service in accordance with this open season holds four tranches of existing Firm Service, one between CS-2 and the HDA that expires on October 31, 2024, one between Kingsvale and the HDA that expires on April 30, 2024, one between CS-2 and the IDA that expires on May 30, 2024, and one between CS-2 and the IDA that expires on September 30, 2024, the term extension would be first applied to the October 31, 2024 service between CS-2 and the HDA, with the remainder, if any, applied in the following priority sequence: (1) the May 30, 2024 service between CS-2 and the IDA, (2) the September 30, 2024 service between CS-2 and the IDA, (3) the April 30, 2024 service between Kingsvale and the HDA.

- iii. 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.
- iv. Term extensions will only occur on existing T-South 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.

- v. 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-South Firm Service

- (a) Westcoast will, in conjunction with this open season, consider requests from Shippers holding existing T-South 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(k) 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 attrition 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. Additional Information

- (a) Shippers submitting a Request for Service are responsible for securing any necessary upstream arrangements for supply, if applicable, and for securing any necessary downstream capacity or marketing arrangements on other pipelines connecting to the Westcoast system.

Should you have any questions or require additional information regarding this open season, please contact Eran Klein, Commercial Manager at (403) 604-2116.



Summary of Key Dates and Deadlines

July 29, 2022	Open season commences.
July 29, 2022 to September 2, 2022	Prospective shippers will have an opportunity to consult with Westcoast representatives.
September 2, 2022	Open season closes and Requests for Service and Requests to Relinquish Service must have been submitted prior to 3:00 p.m. (Mountain Daylight Time).
September 9, 2022	Anticipated date for notifying prospective shippers of service awarded and, if any, Requests to Relinquish Service accepted.
September 9, 2022	Anticipated date for sending Firm Service Agreements (and any amending agreements for term extensions or relinquishment of existing service) to prospective shippers which are awarded service in accordance with this open season.
September 16, 2022*	Prospective shippers to return fully executed Firm Service Agreements (and any amending agreements) together with the required financial security.

*This date is an anticipated date only. Firm Service Agreements, together with required financial security, and agreements with respect to term extensions and relinquished service, if any, must be returned within five (5) business days of their receipt from Westcoast.

ATTACHMENT 1

REQUEST FOR SERVICE

To: Westcoast Energy Inc.
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) _____

ATTACHMENT 2

WESTCOAST ENERGY INC. FORM OF FIRM SERVICE AGREEMENT

FIRM SERVICE AGREEMENT

THIS AGREEMENT made as of the ● day of ●, 2022
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 November 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 ● 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 1st 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 ●, 2022 between Westcoast Energy Inc. and Shipper.

GMS No.:	●
Firm Service:	Firm Transportation Service - Southern
Receipt Point:	Compressor Station No. 2
Delivery Point:	Huntingdon – NWP or BC Gas Lower Mainland
Contract Demand (10³M³):	●
Service Commencement Date:	The later of (i) November 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”).
Service Expiry Date:	● years and ● months after Service Commencement Date

ATTACHMENT 3

REQUEST TO RELINQUISH SERVICE

To: Westcoast Energy Inc.
weicapacity@enbridge.com

4. 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) _____

5. Existing T-South 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 ³ m ³ /d)				
Minimum Relinquished Contract Demand volume (10 ³ m ³ /d)				

3. Acknowledgement

The undersigned acknowledges and agrees that (i) subject to the terms and conditions of the July 29, 2022 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 July 29, 2022 Open Season; and (iii) in the event that the firm service agreements resulting from the July 29, 2022 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 July 29, 2022 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 _____, 2022

Name of Shipper

Authorized Signature

Name

Title

Notes

- This Request to Relinquish Service is governed by Westcoast's Open Season document dated July 29, 2022
- 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.