



[Agreement Name]

**HIGH DELIVERABILITY STORAGE CONTRACT** dated as of the     <sup>th</sup> day of     , 20    ,

**ENBRIDGE GAS INC.**, a company existing under the laws of the Province of Ontario,  
(hereinafter referred to as “**Enbridge**”)

- and -

**<SHIPPER NAME>**, a **<type of entity>** **<location of incorporation>**,

(hereinafter referred to as “**Shipper**”)

WHEREAS, Enbridge owns and operates a natural gas storage system in south-western Ontario, through which Enbridge offers “**Storage Services**”, as defined in Article II herein;

AND WHEREAS, Shipper wishes to retain Enbridge to provide such Storage Services, as set out herein, and Enbridge has agreed, subject to the terms and conditions of this Contract, to provide the Storage Services requested;

NOW THEREFORE, this Contract witnesses that, in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

#### ARTICLE I - INTERPRETATION AND DEFINITIONS

1.01 Divisions, Headings and Index: The division of this Contract into Articles, Sections and Subsections, and the insertion of headings and any table of contents or index provided are for convenience of reference only, and shall not affect the construction or interpretation hereof.

1.02 Industry Usage: Words, phrases or expressions which are not defined herein and which, in the usage or custom of the business of the transportation, storage, and distribution or sale of natural gas, have an accepted meaning shall have that meaning.

1.03 Extended Meaning: Unless the context otherwise requires, words importing the singular include the plural and vice versa, and words importing gender include all genders. The words “herein” and “hereunder” and words of similar import refer to the entirety of this Contract, including the Schedules incorporated into this Contract, and not only to the Section in which such use occurs.

1.04 Conflict: In the event of any conflict between the provisions of this Contract (including Schedule 1, Schedule 2, **Schedule 3 and Schedule 4**) and those of the MPSS, the provisions of this Contract shall prevail over the MPSS.



1.05 Currency: All reference to dollars in this Contract shall mean Canadian dollars unless otherwise indicated.

1.06 Schedules: Refers to the schedules attached hereto which are specifically included as part of this Contract, and include:

- Schedule 1 Contract Parameters
- Schedule 2 Pricing Provisions
- Schedule 3 F24-S Service [optional]
- Schedule 4 UPB Service [optional]

1.07 Measurements: Units set out in SI (metric) measurement are the governing units for the purpose of this Contract. Units set out in Imperial measurement in parentheses beside their SI (metric) equivalent are for reference only and in the event of a conflict between SI (metric) and Imperial measurement herein, SI (metric) shall prevail.

1.08 Price Schedule: “**Market Price Service Schedule**” or “**Enbridge’s MPSS**” or “**MPSS**” shall mean Enbridge’s Market Price Service Schedule, including the Market Price Service Schedule prices and Market Price Service Schedule General Terms and Conditions or other such replacement schedule as last adopted by Enbridge and posted to Enbridge’s website with at least 30 days prior notice, and shall apply hereto, as amended from time to time, as if incorporated into this Contract.

1.09 Definitions: Capitalized terms and certain other terms used in this Contract and not specifically defined shall have the meaning set forth in the MPSS unless the context hereof otherwise clearly requires. The following definitions shall be read and interpreted as though included in the aforementioned:

- (a) “**Drafted Storage Balance**” shall mean the amount by which the Storage Account is less than zero.

## ARTICLE II - STORAGE SERVICES

2.01 Storage Services: Shipper agrees to the terms and conditions set out herein upon nomination to Enbridge for the provision of the following services (collectively, the “**Storage Services**”):

- (a) Maximum Storage Balance, Maximum Daily Injection Demand, Maximum Daily Withdrawal Demand, Hourly Injection Quantity, Hourly Withdrawal Quantity, Receipt Points and Delivery Points, F24-S Service, UPB Service and Fuel Requirements, shall be as set out in Schedule 1.
- (b) Gas Stored by Enbridge:
  - i) Enbridge agrees, on any Day and subject to Subsections 2.01(b) (ii) and (iii), to either receive a quantity of gas from Shipper at the Receipt Point and credit the Storage Account, or to deliver a quantity of gas to Shipper at the Delivery Point and debit the Storage Account, such quantity of gas as Shipper may nominate and Enbridge has authorized for Storage Service;



- ii) Under no circumstances shall Enbridge be obligated to receive a quantity of gas in excess of the lesser of (1) the firm portion of the Maximum Daily Injection Demand; and (2) the firm portion of the Maximum Daily Injection Demand that would cause the Storage Account to exceed the Maximum Storage Balance. Enbridge agrees that it shall, upon the request of Shipper, use reasonable efforts to accept receipt of greater daily quantities, on an interruptible basis, if present or possible future operating conditions permit in Enbridge's sole discretion; and
- iii) Enbridge shall under no circumstances be obligated to deliver a quantity of gas in excess of the lesser of (1) the firm portion of the Maximum Daily Withdrawal Demand; and (2) the firm portion of the Maximum Daily Withdrawal Demand that would cause the Storage Account balance to be reduced below zero (0). Enbridge agrees that it shall, upon the request of Shipper, use reasonable efforts to deliver greater daily quantities, on an interruptible basis, if present or possible future operating conditions permit in Enbridge's sole discretion.

2.02 Accounting for Storage Services: All quantities of gas handled by Enbridge shall be accounted for on a daily basis.

2.03 Commingling: Enbridge shall have the right to commingle the quantity of gas referenced herein with gas owned by Enbridge or gas being stored and/or transported by Enbridge for third parties.

2.04 Termination: The Storage Account shall be zero as of the Termination Date. It is Shipper's responsibility to schedule its deliveries to ensure that the Storage Account is zero on the Termination Date. Any gas remaining in the Storage Account as of the Termination Date shall be immediately forfeited to Enbridge without further recourse, unless transferred to an additional service that Shipper has contracted for with Enbridge.

### ARTICLE III - CHARGES AND RATES

3.01 Except as otherwise stated herein, the charges to be billed by Enbridge and paid by Shipper for the Storage Services will be those specified in Schedule 2, plus applicable Taxes.

### ARTICLE IV - PRESSURES

4.01 All gas tendered by or on behalf of Shipper to Enbridge shall be tendered at the Receipt Point(s) at Enbridge's prevailing pressure at that Receipt Point, or at such pressure as per operating agreements between Enbridge and the applicable Interconnecting Pipeline as amended or restated from time to time.

4.02 All gas tendered by or on behalf of Enbridge to Shipper shall be tendered at the Delivery Point(s) at Enbridge's prevailing pressure at that Delivery Point or at such pressure as per agreements between Enbridge and the applicable Interconnecting Pipeline as amended or restated from time to time.

4.03 Under no circumstances shall Enbridge be obligated to receive or deliver gas hereunder at pressures exceeding the maximum allowable operating pressures prescribed under any applicable governmental regulations; nor shall Enbridge be required to make any physical deliveries or to accept any physical receipts which its existing facilities cannot accommodate.



## ARTICLE V - NOMINATIONS

5.01 Services provided hereunder shall be in accordance with the prescribed nominations procedures set out in Article XX of Enbridge's MPSS General Terms and Conditions.

## ARTICLE VI - CONDITIONS PRECEDENT

6.01 The obligations of Enbridge to provide Storage Services hereunder are subject to the following conditions precedent, which are for the sole benefit of Enbridge and which may be waived or extended in whole or in part in the manner provided for in this Contract:

- (a) Enbridge shall have received from Shipper the requisite financial assurances reasonably necessary to ensure Shipper's ability to honour the provisions of this Contract (the "**Initial Financial Assurances**"). The Initial Financial Assurances, if required, will be as determined solely by Enbridge and will be up to a maximum of 12 times the Monthly Demand Charge (as such term is defined in Schedule 2); and
- (b) Shipper and Enbridge shall have entered into an Interruptible Service HUB Contract (the "**Facilitating Agreement**") with Enbridge; and
- (c) Enbridge shall have obtained, in form and substance satisfactory to Enbridge, and all conditions shall have been satisfied under all governmental, regulatory and other third party approvals, consents, orders, and authorizations that are required to:
  - i) provide the Storage Services; and
  - ii) construct any facilities necessary to provide the Storage Services (the "**Expansion Facilities**"); and
- (d) Enbridge shall have obtained all internal approvals that are necessary or appropriate to:
  - i) provide the Storage Services; and
  - ii) construct the Expansion Facilities; and
- (e) Enbridge shall have completed and placed into service the Expansion Facilities.

6.02 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 for in this Contract:

- (a) Shipper shall, as required, have entered into the necessary contracts with Enbridge and/or others to facilitate the Storage 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 this 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 this Contract; and

- (c) Shipper shall have obtained all internal approvals that are necessary or appropriate for the Shipper to execute this Contract.

6.03 Enbridge and Shipper shall each use due diligence and reasonable efforts to satisfy and fulfil the conditions precedent specified in Sections 6.01 and 6.02. 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 this Contract and upon the giving of such notice, this Contract shall be of no further force and effect and each of the parties shall be released from all further obligations hereunder.

6.04 If any of the conditions precedent in this Section 6.01 or 6.02 are not satisfied or waived by the party entitled to the benefit of that condition by the Conditions Date as specified in Schedule 1 of this Contract, then either party may, upon written notice to the other party, terminate this Contract and upon the giving of such notice, this 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 this Contract prior to such termination and any liability a party may have incurred before such termination shall not thereby be released.

#### ARTICLE VII - MISCELLANEOUS PROVISIONS

7.01 Assignment: Shipper may not assign this Contract unless:

- (a) the written consent of Enbridge is obtained, such consent not to be unreasonably delayed or withheld; and
- (b) any financial assurances as required by Enbridge are provided to Enbridge.

7.02 Notices: All communications provided for or permitted hereunder shall be in writing, personally delivered to an officer or other responsible employee of the addressee or sent by registered mail, charges prepaid, or by facsimile or other means of recorded electronic communication, charges prepaid, to the applicable address or to such other address as either party hereto may from time to time designate to the other in such manner, provided that no communication shall be sent by mail pending any threatened, or during any actual, postal strike or other disruption of the postal service. Shipper contact information, as provided to Enbridge, shall be found on the secured portion of Enbridge's website (the secured portion of Enbridge's website is known as "**Enerline**"). Enbridge's contact information shall be displayed on the unsecured portion of Enbridge's website. Any communication personally delivered shall be deemed to have been validly and effectively received on the date of such delivery. Any communication so sent by facsimile or other means of electronic communication shall be deemed to have been validly and effectively received on the Business Day following the day on which it is sent. Any communication so sent by mail shall be deemed to have been validly and effectively received on the seventh Business Day following the day on which it is postmarked.

Notwithstanding the above, nominations shall be made by facsimile or other recorded electronic means, subject to execution of an agreement for use of *Enerline*, or such other agreement, satisfactory to Enbridge, and will be deemed to be received on the same Day and same time as sent. Each party may from time to time change its address for the purpose of this Section by giving notice of



such change to the other party in accordance with this Section.

7.03 Law of Contract: Enbridge and Shipper agree that this Contract is made in the Province of Ontario and that, subject to Article X of the MPSS General Terms and Conditions, the courts of the Province of Ontario shall have exclusive jurisdiction in all matters contained herein. The parties further agree this Contract shall be construed exclusively in accordance with the laws of the Province of Ontario.

7.04 Entire Contract: This Contract (including Schedule 1, Schedule 2, Schedule 3 and Schedule 4), all applicable rate schedules and price schedules constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof. This Contract supersedes any prior or contemporaneous agreements, understandings, negotiations or discussions, whether oral or written, of the parties in respect of the subject matter hereof.

7.05 Time of Essence: Time shall be of the essence hereof.

7.06 Counterparts: This Contract may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original but all of which together shall constitute one and the same agreement. This Contract may be executed by facsimile or other electronic communication and this procedure shall be as effective as signing and delivering an original copy.

7.07 Severability: If any provision hereof is invalid or unenforceable in any jurisdiction, to the fullest extent permitted by law: (a) the other provisions hereof shall remain in full force and effect in such jurisdiction and shall be construed in order to carry out the intention of the parties as nearly as possible and (b) the invalidity or unenforceability of any provision hereof in any jurisdiction shall not affect the validity or enforceability of any provision in any other jurisdiction.

7.08 General Liability: The liability of the parties hereunder is limited to direct damages only and all other remedies or damages are waived. In no event shall either party be liable for consequential, incidental, punitive, or indirect damages, in tort, contract or otherwise.

**THIS CONTRACT SHALL BE BINDING UPON** and shall enure to the benefit of the parties hereto and their respective successors and permitted and lawful assigns.

**IN WITNESS WHEREOF** this Contract has been properly executed by the parties hereto by their duly authorized officers as of the date first above written.

**<SHIPPER NAME>**  
*Authorized Signatory*

**ENBRIDGE GAS INC.**  
*Authorized Signatory*

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**CONTRACT PARAMETERS****Maximum Storage Balance**

The quantity of gas in the Storage Account shall not exceed \_\_\_\_\_ GJ (the “**Maximum Storage Balance**”).

**Maximum Daily Injection Demand**

From \_\_\_\_\_ through and including \_\_\_\_\_, a daily quantity equal to \_\_\_\_\_ GJ/day (\_\_\_\_\_% of the Maximum Storage Balance) on a firm basis.

**Maximum Daily Withdrawal Demand**

From \_\_\_\_\_ through and including \_\_\_\_\_, a daily quantity equal to \_\_\_\_\_ GJ/day (\_\_\_\_\_% of the Maximum Storage Balance) on a firm basis.

**Hourly Injection Quantity**

From \_\_\_\_\_ through and including \_\_\_\_\_, an hourly quantity equal to \_\_\_\_\_ GJ/day (\_\_\_\_\_% of the Maximum Daily Injection Demand) on a firm basis.

**Hourly Withdrawal Quantity**

From \_\_\_\_\_ through and including \_\_\_\_\_, an hourly quantity equal to \_\_\_\_\_ GJ/day (\_\_\_\_\_% of the Maximum Daily Withdrawal Demand) on a firm basis.

**Receipt Points and Delivery Points**

- (a) A “**Receipt Point**” shall mean the point(s) where Enbridge shall receive gas from Shipper as follows:
- Dawn (Facilities)
- which points are more particularly described below.
- (b) A “**Delivery Point**” shall mean the point(s) where Enbridge shall deliver gas to Shipper as follows:
- Dawn (Facilities)
- which points are more particularly described below.

**DAWN (FACILITIES):** Enbridge’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 Enbridge.



**F24-S Service**

F24-S Service (as such service is more particularly described in Schedule 3) has been selected with respect to the quantity of gas immediately below:

- (a) if Shipper has nominated receipts into the Storage Account, the lesser of:
- (i) [REDACTED] GJ/day (\_\_\_\_\_MMBtu/day); and
  - (ii) that portion of the Maximum Daily Injection Demand available on a firm basis; and
- (b) if Shipper has nominated deliveries from the Storage Account, the lesser of:
- (i) [REDACTED] GJ/day (\_\_\_\_\_MMBtu/day); and
  - (ii) that portion of the Maximum Daily Withdrawal Demand available on a firm basis;

such quantity being referred to as the “**F24-S Quantity**”, commencing on the Commencement Date and continuing for the term of this contract

**UPB Service**

UPB Service (as such service is more particularly described in Schedule 4) has been selected with respect to HD Service. UPB Service shall commence on the Commencement Date and will continue for the term of this contract.

**Fuel Requirements**

Fuel charges shall be as per Schedule 2 Pricing Provisions.

**Term**

This Contract shall be effective as of the date of execution hereof; however, the Storage Service obligations, terms, and conditions hereunder shall commence on the later of:

- (a) \_\_\_\_\_; and
- (b) the day following the date that the conditions precedent set out in Sections 6.01 and 6.02 of this Contract have been satisfied or waived by the party entitled to the benefit thereof;

(such later date being referred to as the “**Commencement Date**”) and shall continue in full force and effect until [REDACTED] (the “**Termination Date**”).

Without limiting the generality of the foregoing, this Contract may be terminated in accordance with Article XII of the MPSS General Terms and Conditions.



**Conditions Date**

As referred to in Section 6.02:                     .

**Special Provisions**

*Intentionally blank*

DRAFT

### PRICING PROVISIONS

Shipper agrees to pay Enbridge the following for the Storage Services:

- (a) **Monthly Demand Charge:** Subject to (b), a monthly demand charge of \$xxx,xxx.xx CAD.
- (b) **Demand Charge Escalation:** The Monthly Demand Charge will increase by a factor equal to one-half (1/2) the annual change in the “Canadian Consumer Price Index, All Items Not Seasonally Adjusted”, for the previous calendar year as published monthly in “The Consumer Price Index” as published by Statistics Canada (Table: 18-10-0004-13), or zero, whichever is greater, commencing April 1, [year] and each April 1<sup>st</sup> thereafter.
- (c) **Variable Storage Charges:** For each GJ of gas withdrawn from or injected into the Storage Account on a firm basis, a charge equal to:
  - (i) the “Commodity Charge” of \$[commodity rate]/GJ, subject to change by Enbridge upon 30 days written notice to Shipper, provided that in no event shall the Commodity Charge be increased to an amount that is greater than the then current Withdrawal Commodity Charge or Injection Commodity Charge (whichever is greater) set out in Enbridge’s T1 Rate Schedule under “Commodity Charge Rate/GJ For Customers Providing Their Own Compressor Fuel”; plus
  - (ii) an amount of fuel in kind equal to one GJ multiplied by [fuel ratio]% (the “**In Kind Fuel Ratio**”), subject to change by Enbridge upon 30 days written notice to Shipper, provided that in no event shall the In Kind Fuel Ratio be increased to an amount that is greater than the then current Fuel Ratio for Withdrawal Commodity or Fuel Ratio for Injection Commodity (whichever is greater) set out in Enbridge’s T1 Rate Schedule under “Fuel Ratio For Customers Providing Their Own Compressor Fuel”.
- (d) **Authorized Overrun Charges:** If gas is withdrawn from or injected into the Storage Account on an Authorized Overrun basis or as a result of an Authorized Hourly Overrun, for such quantities a charge equal to:
  - (i) the greater of:
    - A. the “Commodity Charge” of \$[commodity rate]/GJ multiplied by the quantity of gas withdrawn from or injected into the Storage Account, subject to change by Enbridge upon 30 days written notice to Shipper, provided that:
      - (a) an amount known as the “**Maximum Commodity Charge For Authorized Overrun**” (which shall be deemed to be \$[commodity rate]/GJ on March 31, [year]) shall be calculated each year beginning on April 1, [year] and each April 1<sup>st</sup> thereafter, such that the then current “Maximum Commodity Charge for Authorized Overrun” shall increase by a factor equal to one-half the annual change in the “Canadian Consumer Price Index, All Items Not

Seasonally Adjusted”, for the previous calendar year as published monthly in “The Consumer Price Index” as published by Statistics Canada (Table: 18-10-0004-13), or zero, whichever is greater; and

(b) the Commodity Charge shall not exceed the Maximum Commodity Charge for Authorized Overrun; and

B. the highest Authorized Hourly Overrun during the gas day multiplied by 1.5, multiplied by the Monthly Demand Charge, divided by the number of days in the month of the occurrence, and all divided by: (x) the Hourly Withdrawal Quantity if gas was delivered from the Storage Account during the hour that gave rise to the highest Authorized Hourly Overrun; or (y) the Hourly Injection Quantity if gas was received into the Storage Account during the hour that gave rise to the highest Authorized Hourly Overrun; plus

(i) for each GJ of gas withdrawn from or injected into the Storage Account on an Authorized Overrun basis, an amount of fuel in kind equal to one GJ multiplied by [fuel ratio]% (the “In Kind Fuel Ratio For Authorized Overrun”) subject to change by Enbridge upon 30 days written notice to Shipper, provided that any positive difference in percentage points between any proposed In Kind Fuel Ratio For Authorized Overrun less [fuel ratio]%, may not exceed the positive difference in percentage points between the then current Fuel Ratio for Withdrawal Commodity or Fuel Ratio for Injection Commodity (whichever is greater) set out in Enbridge’s T1 Rate Schedule under “Fuel Ratio For Customers Providing Their Own Compressor Fuel” less [fuel ratio]%.

- (e) **Unauthorized Hourly Overrun Charge:** The charge payable for injections into the Storage Account for any hour that are greater than the Hourly Injection Quantity plus the Authorized Hourly Overrun for that hour, shall be the amount payable for “Overrun of Firm Injections” under the “Unauthorized Overrun” section of Enbridge’s Market Price Service Schedule. The charge payable for withdrawals from the Storage Account for any hour that are greater than the Hourly Withdrawal Quantity plus the Authorized Hourly Overrun for that hour, shall be the amount payable for “Overrun of Firm Withdrawals” under the “Unauthorized Overrun” section of Enbridge’s Market Price Service Schedule.
- (f) **Other Charges:** Any and all other charges as may be set out in this Contract, and any charges relating to Authorized Overrun, Unauthorized Overrun, Drafted Storage Balance and Overrun of Maximum Storage Balance as set out in the MPSS.

**F24-S SERVICE**

1. **Nomination Cycles:** If F24-S Service has been selected with respect to Storage Services, then with respect to the quantity available to Shipper on a firm basis as determined under Section 2 of this Schedule, for all nomination cycles, Enbridge shall advise Shipper as soon as reasonably practical of the Quantity Available for F24-S Service, which shall only be limited by reasons of force majeure. Despite anything to the contrary herein, Shipper may not increase its nomination at any time for any given gas day, after Enbridge declares force majeure and until such time as the force majeure ceases.
2. **Firm Commitment:** Shipper's Nomination for the remainder of the gas day shall not exceed the lesser of:
  - (a) the hours remaining in the gas day (identified in the nomination cycle timelines posted on Enbridge's website and the nomination deadlines provided in *Enerline*), multiplied by: (A) the Hourly Injection Quantity if Shipper is nominating receipts into the Storage Account; or (B) the Hourly Withdrawal Quantity if Shipper is nominating deliveries from the Storage Account; and
  - (b) whether Shipper is nominating receipts into or deliveries from the Storage Account, the Maximum Daily Withdrawal Demand plus any Authorized Overrun less any quantities that had been accepted by Enbridge as an Authorized Quantity (whether as receipts into or deliveries from the Storage Account) for any previous period of the gas day.

### UPB SERVICE

1. Nomination Procedure: Despite anything to the contrary in Enbridge's Market Price Service Schedule, Shipper may only make nominations for UPB Service by online nominations or other recorded electronic means as may be agreed to by Enbridge.
2. Nominations for UPB Service:
  - (a) If UPB Service has been selected with respect to Storage Services, Shipper shall provide to Enbridge as part of any nomination for Storage Services the following nomination profile:
    - (i) the quantity of gas Shipper requests Enbridge to receive into the Storage Account at the Receipt Point for each hour remaining in the Day after the effective time of the nomination, which amount may differ for each hour remaining in the Day; and
    - (ii) the quantity of gas Shipper requests Enbridge to deliver from the Storage Account at the Delivery Point for each hour remaining in the Day after the effective time of the nomination, which amount may differ for each hour remaining in the Day.
  - (b) Enbridge shall only be required to authorize such nomination for UPB Service to the extent:
    - (i) all of the terms and conditions of this Contract, this Schedule, any other Schedule and Enbridge's Market Price Service Schedule are complied with; and (ii) Shipper's nomination under the Storage Services is available to Shipper on a firm basis under the terms of the Storage Services at the time of the nomination, which for Storage Services which is not supplemented by F24-S Service means the nomination duly made by Shipper prior to the nomination deadline for the first nomination cycle applicable for that Day up to the Daily Firm Quantity, and for Storage Services which is supplemented by F24-S Service means the quantity determined in accordance with Section 2 of Schedule 3. Enbridge may authorize any nomination for UPB Service that does not comply with the foregoing in its sole discretion on an interruptible basis (including, in the case of Storage Services which are not supplemented by F24-S Service, a nomination made prior to the nomination deadline for any other NAESB nomination cycle). Despite anything to the contrary herein, Shipper may not increase its nominations at any time other than the Timely Nomination cycle for any given Day, after Enbridge declares force majeure and until such time as the force majeure ceases.
3. Limitations:
  - (a) If nominated by Shipper, Enbridge may, in its sole discretion and on an interruptible basis, for any hour authorize a receipt into the Storage Account that exceeds the Hourly Injection Quantity, or a delivery from the Storage Account that exceeds the Hourly Withdrawal Quantity (such authorized excess for that hour being referred to as the "**Authorized Hourly Overrun**"), and the definition of Hourly Injection Quantity or Hourly Withdrawal Quantity, as the case may be, being increased by the Authorized Hourly Overrun for that hour only).

- (b) In no event shall Enbridge be required to:
- (i) authorize a nomination or be required to withdraw a quantity of gas from the Storage Account in any hour that exceeds the Hourly Withdrawal Quantity, or that would result in the Storage Account being less than zero;
  - (ii) authorize a nomination or be required to receive a quantity into the Storage Account in any hour that exceeds the Hourly Injection Quantity, or that would result in the Storage Account exceeding the Maximum Storage Balance; or
  - (iii) authorize a nomination or be required to receive or withdraw a quantity of gas from or into the Storage Account on any day if the sum of the total injections into the Storage Account plus the sum of the total withdrawals from the Storage Account exceeds the sum of the Maximum Daily Withdrawal Demand plus any Authorized Overrun.
4. Transportation Contract: Shipper shall be required to have a firm transportation contract with Enbridge that has a receipt point that is the same as the Delivery Point under this Contract, a Contract Demand or Maximum Quantity (as applicable) equal to or greater than the Maximum Daily Withdrawal Demand and a term (excluding any renewal periods) that expires on or after the day this Contract expires. Shipper is responsible for ensuring that: (i) it has nominated for, and been authorized to transport, sufficient quantities under such transportation contract to be able to receive gas at the Delivery Point in accordance with Shipper's nominations for deliveries from the Storage Account; and (ii) the sum of the quantity of gas delivered to Enbridge in any hour on Shipper's behalf at the Receipt Point for receipt into the Storage Account plus the quantity of gas delivered to Enbridge for that same hour on Shipper's behalf from a pipeline other than Enbridge's that connects with Enbridge's system at the receipt point under such transportation contract, shall be constant over the period during which any nomination is made under such transportation contract.