



<AGREEMENT NAME>

**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 Schedules listed in 1.06) 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

1.07 Price Schedules: “**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, Schedule “A” (General Terms and Conditions) and Schedule “B” (Nominations), or such other 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.

1.08 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.

## 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, Receipt Points and Delivery Points, F24-S Service, and Fuel Requirements shall be as set out in Schedule 1.
- (b) Gas Stored by Enbridge:
  - (i) Enbridge agrees, on any Day 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 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 procedure set out in Schedule "B" of Enbridge's MPSS.

### ARTICLE VI - CONDITIONS PRECEDENT

6.01 Conditions Benefiting Enbridge: 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 twelve (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.

6.02 Enbridge and Shipper shall each use due diligence and reasonable efforts to satisfy and fulfil the conditions precedent specified in Section 6.01. Enbridge shall notify Shipper forthwith in writing of the satisfaction or waiver of each condition precedent for Enbridge's benefit. If Enbridge concludes that it will not be able to satisfy a condition precedent that is for its benefit by the Conditions Date as specified in Schedule 1, Enbridge may, upon written notice to Shipper, 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 Schedule “A” of the MPSS, 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 the Schedules listed in 1.06), 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 <MAXIMUM STORAGE BALANCE> GJ (<converted MAXIMUM STORAGE BALANCE> MMBtu) (the “Maximum Storage Balance”).

**Maximum Daily Injection Demand**

<contract specific terms with regard to Maximum Daily Injection Demand>

**Maximum Daily Withdrawal Demand**

<contract specific terms with regard to Maximum Daily Withdrawal Demand>

**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)
- <additional points where applicable>

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)
- <additional points where applicable>

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.

<descriptions of additional points where applicable>

**F24-S Service**

<contract specific terms with regard to F24-S Service, if applicable or *Intentionally blank*>

**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) <DATE>; and

(b) the day following the date that all of the conditions precedent set out in Section 6 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 <DATE> (the “**Termination Date**”).

Without limiting the generality of the foregoing, this Contract may be terminated in accordance with Article XII of Schedule “A” of the MPSS.

**Conditions Date**

As referred to in Section 6.02: <DATE>

**Shipper’s Representations and Warranties**

If Shipper requests Enbridge to zero rate the GST/HST on any storage charges, Shipper must provide Enbridge with an executed declaration in the form provided by Enbridge.

**Special Provisions**

<if applicable or *Intentionally blank*>