

Contract No. LTPXXX

STORAGE CONTRACT

BETWEEN

UNION GAS LIMITED

AND

SHIPPER

DATED Month, Day, 200X

Schedule 1 Points and Pressures

Schedule 2 Pricing Provisions

Schedule 3 MPSS Schedule A GT&C and MPSS Schedule B Nominations

STORAGE CONTRACT

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THIS STORAGE CONTRACT dated as of the __ day of _____, 200_,

BETWEEN:

UNION GAS LIMITED, a company existing under the laws of the
Province of Ontario,
(hereinafter referred to as “**Union**”)

- and -

SHIPPER, a company incorporated under the laws of the Province,
State, Country of _____,
(hereinafter referred to as “**Shipper**”)

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

AND WHEREAS, Shipper wishes to retain Union to provide such Storage Services, as set out herein, and Union 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 and those of the MPSS, the provisions of this Contract shall prevail over the MPSS.

1.05 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.

1.06 Currency: All reference to dollars in this Contract shall mean Canadian dollars, unless stated otherwise.

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

Schedule 1 Points and Pressures

Schedule 2 Pricing Provisions

Schedule 3 MPSS Schedule A GT&C and Schedule B Nominations

1.08 Price Schedule: "Union's MPSS" or "MPSS" shall mean Schedule "A" (General Terms and Conditions) and Schedule "B" (Nominations) as set out in Schedule 3 hereof, together with the rates for the provision of Storage Services last adopted by Union from time to time as part of Union's Market Price Service Schedule, and posted to Union's website with at least 30 days prior notice. Union's MPSS 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) "**Daily Firm Quantity**" shall, on any gas day, mean the Maximum Daily Injection Demand if Shipper has nominated injections into the Storage Account for that gas day, or the Maximum Daily Withdrawal Demand if Shipper has nominated withdrawals from the Storage Account for that gas day.

(b) "**Drafted Storage Balance**" shall mean the amount by which the Storage Account is less than zero.

(c) "**Shipper Quantity**" shall, on any gas day, be equal to the greater of: (i) the Authorized Quantity for that gas day; and (ii) the nomination duly made by Shipper in good faith prior to the nomination deadline for the first nomination window applicable for that gas day; provided that in no event shall the Shipper Quantity exceed the Daily Firm Quantity.

(d) "**Storage Account**" shall mean the gas balance held by Union for Shipper and shall equal the quantity of gas received by Union for Shipper's account minus the quantity of gas delivered to Shipper by Union. Where the Storage Account is zero or a positive number, Union is deemed to be providing a Storage Service for Shipper; and, where the Storage Account is a negative number, Union is deemed to be providing a Loan Service for Shipper.

ARTICLE II - Intentionally blank

ARTICLE III - CONDITIONS PRECEDENT

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

(a) Union 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 Union 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 Union shall have entered into an Interruptible HUB Service Contract (the "**Facilitating Agreement**") with Union.

3.02 Union and Shipper shall each use due diligence and reasonable efforts to satisfy and fulfil the conditions precedent specified in Section 3.01. Union shall notify Shipper forthwith in writing of the satisfaction or waiver of each condition precedent for Union's benefit. If Union concludes that it will not be able to satisfy a condition precedent that is for its benefit by _____, 200_, Union 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 IV - TERM OF CONTRACT

4.01 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) _____ (the "**Reference Date**"); and

(b) the day following the date that all of the conditions precedent set out in Sections 3.01 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 _____(the "**Termination Date**").

4.02 Without limiting the generality of the foregoing, this Contract may be terminated in accordance with Section XII of the General Terms & Conditions.

4.03 For the purpose of completing a final determination of the actual quantities of gas handled in any of the Storage Services to Shipper, the parties shall have the right to amend their statements for a period equal to the time during which the Interconnecting Pipeline retains the right to amend their statements, which period of time shall not exceed three (3) years from the date of termination of this Contract.

ARTICLE V - STORAGE SERVICES

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

A/ Storage Services:

(a) Union agrees, on any gas day and subject to Sections 5.01 B and C, 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 Union has authorized for Storage Service; and

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

B/ Maximum Daily Injection Demand:

Union shall under no circumstances be obligated to receive, a quantity of gas in excess of the lesser of (such lesser quantity being referred to as the “**Maximum Daily Injection Demand**”):

(i) from July 1 through and including June 30, a daily quantity equal to 1.2% of the Maximum Storage Balance on a firm basis plus up to 3.8% of the Maximum Storage Balance on an interruptible basis, and

(ii) the largest quantity that could be added to the Storage Account without exceeding the Maximum Storage Balance.

Union 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 Union's sole discretion.

C/ Maximum Daily Withdrawal Demand:

Union shall under no circumstances be obligated to deliver, a quantity of gas in excess of the lesser of (such lesser quantity being referred to as the “**Maximum Daily Withdrawal Demand**”):

(i) from July 1 through and including June 30, a daily quantity equal to 1.2% of the Maximum Storage Balance on a firm basis plus up to 3.8% of the Maximum Storage Balance on an interruptible basis; and

(ii) the quantity remaining in Shipper’s Storage Account.

Union 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 Union's sole discretion.

D/ Receipt and Delivery Point:

(i) “**Receipt Point**” shall mean the point(s) where Union shall receive gas from Shipper as follows:

- Dawn (TCPL)
- Dawn (Facilities)

which points are more particularly described in Schedule 1.

(ii) “**Delivery Point**” shall mean the point(s) where Union shall deliver gas to Shipper as follows:

- Dawn (TCPL)
- Dawn (Facilities)

which points are more particularly described in Schedule 1.

E/ Fuel:

Fuel charges shall be as per Schedule 2 Pricing Provisions.

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

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

5.04 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 Union without further recourse, unless transferred to an additional service that Shipper has contracted for with Union.

ARTICLE VI - FORCE MAJEURE

6.01 An event of force majeure on Union’s system, as defined in Section XI of the General Terms & Conditions, will excuse the failure to deliver gas by Union or the failure to accept gas by Union hereunder, and both parties shall be excused from performance of their obligations hereunder, except for payment obligations, to the extent of and for the duration of the force majeure.

6.02 If: (i) Union is prevented by reason of an event of force majeure on Union’s system from receiving or delivering the Shipper Quantity; and (ii) Shipper agrees to accept delayed receipts or deliveries as contemplated by this Section; then Union shall make all reasonable efforts to receive or deliver the Shipper Quantity as soon as practicable and on such day or days as are agreed to by Shipper and Union. To the extent that Union receives or delivers the Shipper Quantity on this basis, Shipper shall not receive any demand charge relief as contemplated in Section 6.03.

6.03 Subject to Section 6.02, if on any gas day Union fails to receive or deliver the Shipper Quantity by reason of force majeure on Union’s system, then for that gas day Union shall credit to Shipper’s invoice an amount equal to one-half of the applicable Daily Demand Rate, as defined in this Section, divided by the Daily Firm Quantity, and multiplied by the difference between the Shipper Quantity and (i) the amount by which the Storage Account increased that gas day if Shipper nominated receipts into the Storage Account, or (ii) the amount by which the Storage Account decreased that gas day if Shipper nominated deliveries from the Storage Account. In no event shall Shipper be entitled to a credit in any

month that exceeds one-half of the Monthly Demand Charge for that month. The term “**Daily Demand Rate**” shall mean the Monthly Demand Charge divided by the number of days in the month for which such rate is being calculated.

6.04 An event of force majeure upstream or downstream of Union's system shall not relieve Shipper of any payment obligations.

ARTICLE VII - SERVICE CURTAILMENT

7.01 Capacity Sharing: Where requests for interruptible service hereunder exceed the capacity available for such Storage Service, Union will accept nominations from shippers and allocate capacity in the order of pricing for Storage Services and prior quantities moved, and shippers shall be so advised. Any interruptible service provided herein is subordinate to any and all firm services supplied by Union.

7.02 Capacity Procedures: Union reserves the right to change its procedures for allocating interruptible services capacity and will provide Shipper with two (2) months prior notice of any such change.

7.03 Maintenance: Union's facilities from time to time may require maintenance or construction. If such maintenance or construction is required, and in Union's sole opinion, acting reasonably, such maintenance or construction may impact Union's ability to meet Shipper's requirements, Union shall provide at least ten (10) days notice to Shipper, except in the case of an emergency. In the event the maintenance impacts Union's ability to meet Shipper's requirements, Union shall not be liable for any damages and shall not be deemed in breach of this Contract.

To the extent that Union's ability to receive or deliver gas is impaired, the Monthly Demand Charge shall be reduced in accordance with Sections 6.02 and 6.03.

Union shall use reasonable efforts to determine a mutually acceptable period during which such maintenance or construction will occur and also to limit the extent and duration of any impairments. Union will endeavour to schedule and complete the maintenance and construction which would normally be expected to impact on Union's ability to meet Shipper's requirements, during the period from April 1 through to November 1.

ARTICLE VIII - CHARGES AND RATES

8.01 Except as otherwise stated herein, the charges to be billed by Union and paid by Shipper for the Storage Services will be those specified in Schedule 2.

8.02 In addition to the charges and rates described above, Shipper is responsible for any applicable Goods and Services Tax or other taxes, royalties or levies imposed currently or subsequent to the commencement of this Contract.

8.03 Set Off: If either party shall, at any time, be in arrears under any of its payment obligations to the other party, then the party not in arrears shall be entitled to reduce the amount payable by it to the other party in arrears under the Contract, or any other contract, by an amount equal to the amount of such arrears or other indebtedness to the other party. In addition to the foregoing remedy, Union may, upon forty-eight (48) hours verbal notice, to be followed by written notice, take possession of any or all of

Shipper's gas under this Contract and any enhancements to this Contract, which shall be deemed to have been assigned to Union, to reduce such arrears or other indebtedness to Union.

ARTICLE IX - PRESSURES

9.01 Schedule 1 of this Contract shall govern receipt and delivery pressures which may be revised from time to time by Union upon written notice to Shipper.

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

ARTICLE X – QUALITY AND MEASUREMENT

10.01 For Storage Services provided pursuant to Article V hereof:

(a) The quality of the gas and the measurement of the gas to be received by Union hereunder is to be of a merchantable quality and in accordance with the quality standards and measurement standards as set out by Union in the MPSS, but, Union will also accept gas of a quality as set out in any other Interconnecting Pipeline's general terms and conditions, provided that all Interconnecting Pipelines accept such quality of gas. In addition to any other right or remedy of a party, each party shall be entitled to refuse to accept delivery of any gas which does not conform to any of the specifications set out in the MPSS.

(b) Upon request by Union, Shipper shall obtain measurement of the total quantity of gas received by Union hereunder from the Interconnecting Pipeline. Such measurement shall be done in accordance with established practices between Union and the Interconnecting Pipeline.

10.02 In the event of an error in metering or a meter failure, (such error or failure being determined through check measurement by Union or any other available method), then Shipper shall enforce its rights as Shipper with the Interconnecting Pipeline(s) to remedy such error or failure including enforcing any inspection and/or verification rights and procedures.

ARTICLE XI - NOMINATIONS

11.01 Services provided hereunder shall be in accordance with the prescribed nominations procedure set out in Schedule "B" of the MPSS.

ARTICLE XII - SHIPPER'S REPRESENTATIONS AND WARRANTIES

12.01 Shipper's Warranty: Shipper warrants that it will, if required, maintain, or have maintained on its behalf, all external approvals including the governmental, regulatory, import/export permits, and other approvals or authorizations that are required from any federal, state, or provincial authorities for the gas

quantities to be handled under this Contract. Shipper further warrants that it shall maintain in effect the Facilitating Agreements.

12.02 Financial Representations: Shipper represents and warrants that the financial assurances (including the Initial Financial Assurances and Security) (if any) shall remain in place throughout the term hereof, unless Shipper and Union agree otherwise. Shipper shall notify Union in the event of any changes to the financial assurances throughout the term hereof. Should Union have reasonable grounds to believe that Shipper will not be able to perform or continue to perform any of its obligations under this Contract as a result of one of the following events (“**Material Event**”):

- (a) Shipper is in default, which default has not been remedied, of this Contract or is in default of any other material contract with Union or another party; or,
- (b) Shipper’s corporate or debt rating falls below investment grade according to at least one nationally recognized rating agency; or,
- (c) Shipper ceases to be rated by a nationally recognized agency; or,
- (d) Shipper has exceeded credit available as determined by Union from time to time,

then Shipper shall within fourteen (14) days of receipt of such written notice by Union, obtain and provide to Union a letter of credit or other security in the form and amount reasonably required by Union (the “**Security**”). The Security plus the Initial Financial Assurances shall not exceed twelve (12) times the Monthly Demand Charges. In the event that Shipper does not provide to Union such Security within such fourteen (14) day period, Union may deem a default under the Default and Termination provisions of Section XII of the General Terms & Conditions.

In the event that Shipper in good faith, reasonably believes that it should be entitled to reduce the amount of or value of the Security previously provided, it may request such a reduction from Union and to the extent that the Material Event has been mitigated or eliminated, Union shall return all or a portion of the Security to Shipper within fourteen (14) business days after receipt of the request.

ARTICLE XIII - MISCELLANEOUS PROVISIONS

13.01 Assignment: Shipper may not assign this Contract unless:

- (a) the written consent of Union is obtained; and
- (b) any financial assurances as required by Union are provided to Union.

13.02 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 telecommunication, charges prepaid, to the applicable address set forth below 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. 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 telecommunication 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.

Communications to the parties hereto shall be directed as follows:

IF TO SHIPPER:

City, Province Postal Code

Nominations: Attention: Primary Contact Name
Telephone: ____-____-____
Facsimile: ____-____-____

Secondary Contact: Attention: Secondary Contact Name
Telephone: ____-____-____
Facsimile: ____-____-____

IF TO UNION: Union Gas Limited,
50 Keil Drive North,
CHATHAM, Ontario N7M 5M1

Nominations: Attention: Manager, Gas Management Services
Telephone: 519-436-4545
Facsimile: 519-436-4635

Secondary Contact: Attention: Director, Business Development, Storage and Transmission
Telephone: 519-436-4527
Facsimile: 519-436-4643

Notwithstanding the above, nominations shall be made by facsimile or other recorded electronic means, subject to execution of the "Agreement for Use of the Secured Portion of Union Gas Limited's Website," or such other agreement, satisfactory to Union, 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.

13.03 Law of Contract: Union 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.

13.04 Possession of Gas:

(a) Union accepts no responsibility for any gas prior to such gas being delivered to Union at the Receipt Point or after its delivery by Union at the Delivery Point. As between the parties hereto, Union shall be deemed to be in control and possession of and responsible for all such gas from the time that such gas enters Union's system until such gas is delivered to Shipper.

(b) Shipper agrees that Union is not a common carrier and is not an insurer of Shipper's gas, and that Union shall not be liable to Shipper or any third party for loss of gas in Union's possession except to the extent such loss is caused entirely by Union's negligence or wilful misconduct.

13.05 Title to Gas: Shipper represents and warrants to Union that, Shipper shall have good and marketable title to, or legal authority to deliver to Union, all gas delivered to Union hereunder. Furthermore, Shipper hereby agrees to indemnify and save Union harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses arising from or out of claims of any or all third parties to such gas or on account of royalties, taxes, license fees, or other charges thereon.

13.06 Entire Contract: This Contract (including the schedules attached hereto and the MPSS) 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.

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

13.08 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.

13.09 Amendments and Waivers: Subject to Article XV of Schedule A of the MPSS, and the ability of Union to amend the MPSS as contemplated by Section 1.08, no amendment or modification of this Contract shall be effective unless the same shall be in writing and signed by each of the Shipper and Union. No waiver of any provision of this Contract shall be effective unless the same shall be in writing and signed by the party entitled to the benefit of such provision and then such waiver shall be effective only in the specific instance and for the specified purpose for which it was given. No failure on the part of Shipper or Union to exercise, and no course of dealing with respect to, and no delay in exercising any right, power or remedy under this Contract shall operate as a waiver thereof.

13.10 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.

13.11 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.

UNION GAS LIMITED

By: _____

SHIPPER

By: _____

Contract No. LTPXXX

POINTS AND PRESSURES

The following defines each Receipt Point and/or Delivery Point:

DAWN (TCPL): At the junction of Union's and TCPL's facilities, at or adjacent to Dawn (Facilities).

DAWN (FACILITIES): Union's Compressor Station site situated in the northwest corner of Lot Twenty-Five (25), Concession II, in the Township of Dawn-Euphemia, in the County of Lambton. This point is applicable for quantities of gas that have been previously transported or stored under other contracts that Shipper may have in place with Union.

RECEIPT PRESSURES

DAWN (TCPL): Receipts by Union shall be at a pressure of not less than 4,825 kPa.

DAWN (FACILITIES): Receipts by Union shall be at a pressure of not less than 4,825 kPa.

DELIVERY PRESSURES

DAWN (TCPL): Deliveries by Union shall be at a pressure of not less than 4,825 kPa.

DAWN (FACILITIES): Deliveries by Union shall be at a pressure of not less than 4,825 kPa.

PRICING PROVISIONS
STORAGE SERVICES

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

- (a) **Monthly Demand Charge:** A monthly demand charge of \$_____ US per month.
- (b) **Variable Storage Charge:** For each Contract Year, after Shipper has injected into and withdrawn from the Storage Account a cumulative quantity equal to two (2) times the Maximum Storage Balance, any further quantities injected into or withdrawn from the Storage Account shall be charged at \$0.05 Cdn/GJ (\$0.053 Cdn/MMBtu), such charge to be known as the “**Variable Storage Charge**”.
- (c) **Fuel:** There is no requirement for Shipper to provide any fuel for this service.
- (d) **Other Charges:** Any and all other charges as may be set out in this Contract, and any charges relating to Unauthorized Overrun, Drafted Storage Balance and Overrun of Maximum Storage Balance as set out in the MPSS.