



AECO GAS STORAGE PARTNERSHIP

SUMMARY

The AECO Hub Tariff sets forth the terms and conditions of service for Firm Storage

Service and Short Term Storage Services which AECO Gas Storage Partnership provides to Customer at the AECO Hub in Alberta.

APPLICATION FOR SERVICE AND CONTRACTS

To contract for service, Customer must execute a Storage Services Agreement, and from time to time thereafter, may negotiate one or more Transactions, each evidenced by an Appendix FSS or Appendix STS. In lieu of such negotiations, AECO Gas Storage may elect to use an auction system to facilitate the sale of storage services. Customer must establish and maintain its creditworthiness, in accordance with Section 13 of the General Terms and Conditions.

The AECO Hub Tariff (as defined in Section 1.4 of the General Terms and Conditions) includes the following:

- Service Agreement and Notification Schedules (Sample Form “A”)
- Service Schedule for Firm Storage Service and Appendix FSS (Sample Form “B”)
- Service Schedule for Short Term Storage Service and Appendix STS (Sample Form “C”)
- General Terms and Conditions
- MyHUBAccount
- Letter of Credit (Sample Form “D”)
- Guarantee (Sample Form “E”)

AECO GAS STORAGE PARTNERSHIP
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I. GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

Whenever used in the AECO Hub Tariff, the following words and expressions shall have the respective meanings ascribed to them as follows:

- 1.1 “Acceptable Credit Rating” means investment grade. Further defined as a Credit Rating no lower than any of the following: “BBB-” from Standard & Poor’s (and/or “Baa3” from Moody’s Investors Service, Inc. and/or “BBB” from Fitch, and/or “BBB(low)” from Dominion Bond Rating Service Ltd), and there has been no Material Adverse Change in the ratings as described herein.
- 1.2 “AECO Gas Storage” means AECO Gas Storage Partnership and its successors and permitted assigns. AECO Gas Storage Partnership is an Alberta General Partnership formed and registered on October 14, 2005.
- 1.3 “AECO Hub” means AECO Hub™ the underground natural Gas storage facilities operated by AECO Gas Storage in the Province of Alberta and accessed through the Service Commencement Point and the Service Termination Point.
- 1.4 “AECO Hub Tariff or Tariff” means the General Terms and Conditions, Firm Storage Service Schedule FSS, Short Term Storage Service Schedule STS, Conditions of Use of MyHUBAccount and Sample Forms (Storage Services Agreement, Appendix FSS, Appendix STS, Letter of Credit, and Guarantee).
- 1.5 “Affiliate” means, with respect to the relationship between corporations, that one of them is controlled by the other or that both of them are controlled by the same Person, corporation or body politic; and for this purpose a corporation will be treated as controlled by those Persons, corporations or bodies politic who own or effectively control, other than by way of security only, sufficient voting shares of the corporation (whether directly through the ownership of shares of the corporation or indirectly through the ownership of shares of another corporation which owns shares of the corporation) to elect the majority of its board of directors. A partnership which is a Party and which is comprised of corporations or partnerships which in each case are Affiliates, as described above, will be treated as an Affiliate of each such corporation or partnership and its other Affiliates.
- 1.6 “Appendix” means a document, of which are set forth as Sample Forms B and C, that adopt the Service Schedule and confirms the particulars of the Transaction that is set forth therein.



- 1.7 “Appendix FSS” means an Appendix FSS in the form set forth as Sample Form B, evidencing a Transaction between Customer and AECO Gas Storage.
- 1.8 “Appendix STS” means an Appendix STS in the form set forth as Sample Form C, evidencing a Transaction between Customer and AECO Gas Storage.
- 1.9 “Auction” means any on-line auction of storage services that AECO Gas Storage may from time to time offer. Such Auction shall be governed by the terms and conditions, as applicable, of this Tariff, along with such additional rules and agreement pursuant to which such Auction is offered by AECO Gas Storage, if any.
- 1.10 “Backstop” means the execution of sales or purchases by AECO Gas Storage, in its sole discretion, which offset the physical flow of Customers’ nominations in the event of a potential or actual curtailment of service.
- 1.11 “Billing Month” means the Gas Month immediately preceding the Gas Month in which AECO Gas Storage is required to bill Customer pursuant to Section 5.2.
- 1.12 “Business Day” means any day except a Saturday, Sunday, or statutory holiday under the laws of the province of Alberta.
- 1.13 "Commencement Quantity" means the aggregate quantity of Gas actually delivered or received at the Service Commencement Point.
- 1.14 “Conditions of Use” means the terms and conditions that govern MyHUBAccount as referenced in this AECO Hub Tariff.
- 1.15 “Confidential Information” when used in connection with MyHUBAccount means the confidential information or trade secrets of the transmitting Party and the confidential information and trade secrets of other Persons in favour of whom the transmitting Party has undertaken, or is otherwise bound by, an obligation of confidentiality, regardless of the form of which such information is constituted, excluding however, information that is publicly available other than as a result of the improper conduct of the recipient Party, information that was within the recipient Party’s knowledge prior to disclosure by the transmitting Party, and information that has been lawfully disclosed by another source, and when otherwise used, shall have the meaning given in Section 16.13 of the General Terms and Conditions.
- 1.16 “Confirm(s)” or “Confirmed” means the act of making a Confirmation.



- 1.17 “Confirmation” means the acceptance and confirmation by AECO Gas Storage and a Connecting Pipeline of a Nomination submitted by or on behalf of Customer and must be in writing and sent by mutually agreeable electronic means.
- 1.18 “Connecting Pipeline” means the pipeline system immediately upstream of the Service Commencement Point or immediately downstream of the Service Termination Point, as the case may be, or if there is more than one such pipeline system at the Service Commencement Point or the Service Termination Point, then the pipeline system or systems specified on the Appendix evidencing the Transaction between the Parties. Customers are responsible for their own transportation on the connecting pipeline.
- 1.19 “Credit Rating” means the respective rating provided by Standard & Poor’s and/or Moody’s Investors Service, Inc. and/or “BBB-“ from Fitch, and/or “BBB(low)” from Dominion Bond Rating Service Ltd., that relates to the Customer’s corporate family credit rating, the rating given to Customer’s senior unsecured long term debt, or the rating of Customer’s parent if a parental guarantee has been provided.
- 1.20 “Crown” means Her Majesty the Queen in the Right of Alberta.
- 1.21 “Curtailed Allowance” has the meaning given in Section 4.1 of Schedule FSS.
- 1.22 “Customer” means the Person or Persons who contract for Service at the AECO Hub and includes the Person’s or Persons’ successors and permitted assigns.
- 1.23 “Default” has the meaning given in Section 7.1 of the General Terms and Conditions.
- 1.24 “Defaulting Party” means the Party who is responsible for a Delivery Default or is responsible for or subject to a Triggering Event.
- 1.25 “Deficient Quantity” means the quantity of Gas which the Defaulting Party failed to deliver or accept, as the case may be, on the Delivery Default Date.
- 1.26 “Delivery Default” means, in respect of any Transaction, the failure by a Party, for any reason not excused by the applicable provisions of the AECO Hub Tariff, to deliver or accept Gas on any Gas Day in accordance with its obligations pursuant to that Transaction.



- 1.27 “Delivery Default Date” means the Gas Day on which the Delivery Default occurred.
- 1.28 “Designated Transportation Account” means the Transportation Account specified on the Appendix evidencing the Transaction.
- 1.29 “Document(s)” for the purposes of MyHUBAccount means data that relate to a Transaction in compliance with the Conditions of Use of MyHUBAccount.
- 1.30 “Dollars” or “dollars” or “\$” means Canadian dollars, unless expressly indicated otherwise.
- 1.31 “Early Termination Damages” means the net present value of the economic loss, if any, as calculated pursuant to Section 8, deemed to have been suffered by the Non-Defaulting Party as a result of the early termination of some or all Transactions, as designated by the Non-Defaulting Party in its Early Termination Notice.
- 1.32 “Early Termination Date” has the meaning given in Section 8.7.
- 1.33 “Effective Time” when used in connection with any of the terms “Request”, “Nomination” or “Confirmation” means the time when Gas will begin to flow on the Connecting Pipeline in response to such Request, Nomination, or Confirmation.
- 1.34 “Financial Assurance” means an irrevocable standby Letter of Credit, substantially in the form set forth as Sample Form D; a Guarantee substantially in the form set forth as Sample Form E; and given by another Person that has and maintains an Acceptable Credit Rating, or another form of security as provided for in these General Terms and Conditions.
- 1.35 “Financial Statements” means some or all of Customer’s current balance sheet, statement of income, statement of retained earnings and statement of changes in financial position and notes as reasonably required by AECO Gas Storage.
- 1.36 “Firm Storage Service” or “FSS Service” means storage of natural Gas at the AECO Hub provided by AECO Gas Storage pursuant to an FSS Transaction entered into by the Parties.
- 1.37 “Flex Discretion” means, in respect of any STS Transaction, that either AECO Gas Storage or Customer, or both, has been assigned a Flex Quantity at the Service Commencement Point, the Service Termination



- Point, or both, as agreed to by the Parties and confirmed on the Appendix STS evidencing that Transaction.
- 1.38 “Flex Quantity” when used in relation to a Party having Flex Discretion, means an initial quantity of Gas, as reduced from time to time by that Party’s exercise of Flex Discretion as agreed to by the Parties and confirmed on the Appendix STS evidencing that Transaction.
- 1.39 “Force Majeure” has the meaning given it in Section 9 of these General Terms and Conditions of the AECO Hub Tariff.
- 1.40 “FSS Transaction” means a Transaction for Physical Capacity at the AECO Hub, entered into by the Parties whereby AECO Gas Storage accepts delivery of quantities of Gas from or on behalf of Customer from time to time, stores such Gas, and delivers Gas from time to time thereafter to or on behalf of Customer, all on the terms and conditions set out in the AECO Hub Tariff and as agreed to by the Parties, as specified on the Appendix FSS confirming such Transaction.
- 1.41 “Gas” or “natural Gas” means natural gas that meets the quality specifications of the Connecting Pipeline.
- 1.42 “Gas Day” means a period of 24 hours beginning at 08:00 Mountain Clock Time. A Gas Day is referred to by the calendar day on which it commences.
- 1.43 “Gas Month” means a period of one calendar month beginning at the commencement of the first Gas Day of such month. A Gas Month is referred to by the calendar month in which it commences.
- 1.44 “Gas Storage Unit Agreement” means any agreement pertaining to the AECO Hub regarding unitized zones entered into by one or more of the Crown and EnCana Corporation as grantor(s) and AECO Gas Storage or its predecessor as grantee.
- 1.45 “gigajoule” or “GJ” means 1,000,000,000 joules, where “joule” means the work done when the point of application of a force of 1 Newton is displaced a distance of 1 metre in the direction of the force.
- 1.46 “Guarantee”, “Guaranteed Obligations” and “Guarantor” each have the meaning given in Section 13 and Sample Form “E”.
- 1.47 “Injection” means quantities of gas delivered into the AECO Hub and credited to the Customer’s Inventory Account.



- 1.48 “Injection Commodity Rate” means expressed in dollars per GJ, payable by Customer for a Request for Injection, as specified on the Appendix FSS.
- 1.49 “Injection Demand Charge” means for any Gas Month, the Maximum Daily Injection Quantity multiplied by the Injection Demand Rate for that Gas Month.
- 1.50 “Injection Demand Rate” means the rate expressed in dollars per GJ per month, payable by Customer in consideration of AECO Gas Storage reserving injection service at the AECO Hub for Customer’s exclusive use, as stipulated in Appendix FSS.
- 1.51 “Inventory Account” means an account maintained by AECO Gas Storage and by which Transactions entered into by the Parties are accounted for. AECO Gas Storage may maintain more than one Inventory Account on behalf of Customer.
- 1.52 “Inventory Capacity” means the portion of the Physical Capacity of the AECO Hub as stipulated in Appendix FSS and Appendix STS.
- 1.53 “Inventory Demand Charge” means for any Gas Month, the Inventory Capacity multiplied by the Inventory Demand Rate for that Gas Month.
- 1.54 “Inventory Demand Rate” means the rate, expressed in dollars per GJ Month charged for reserving Inventory Capacity at the AECO Hub for Customer’s exclusive use, as stipulated in Appendix FSS.
- 1.55 “Inventory Profile” means a form of FSS Service, in which Customer receives a certain firm injection rate and a certain firm withdrawal rate on a given Gas Day, derived by a formula as set out on the Appendix FSS confirming the FSS Transaction and typically based upon the balance in Customer’s Inventory Account credited to that Transaction for that Gas Day.
- 1.56 “Letter of Credit” means a document substantially in the form of Sample Form “D” and provided to AECO Gas Storage on behalf of Customer in accordance with Section 13 of these General Terms and Conditions.
- 1.57 “Liquidated Damages” means an amount determined in accordance with the provisions of Section 8 of these General Terms and Conditions.
- 1.58 “Material Adverse Change” means any change, circumstance or effect (financial or otherwise) that, individually or in the aggregate with other changes, circumstances and effects with respect to the Customer, has an adverse effect on the ability of Customer to perform its obligations under



- any Transaction, as determined by AECO Gas Storage acting reasonably and in its sole discretion.
- 1.59 “Maximum Daily Injection Quantity” means the maximum quantity of gas that Customer may Request or Nominate for delivery by Customer at the Service Commencement Point during any Gas Day, as stipulated in the Appendix FSS evidencing the Transaction; and, when used in relation to any part of any Gas Day, means a fraction of such quantity that is equal to the ratio of such part of the Gas Day to the entire Gas Day.
- 1.60 “Maximum Daily Quantity” means, in relation to the Service Commencement Point or the Service Termination Point, the maximum quantity of Gas that Customer may Request or Nominate for delivery on any Gas Day at that point, as stipulated in the Appendix STS evidencing the Transaction entered into by the Parties.
- 1.61 “Maximum Daily Withdrawal Quantity” means the maximum quantity of gas that Customer may Request or Nominate for delivery by AECO Gas Storage at the Service Termination Point during any Gas Day, as stipulated in the Appendix FSS evidencing the Transaction entered into by the Parties; and, when used in relation to any part of any Gas Day, means a fraction of such quantity that is equal to the ratio of such part of the Gas Day to the entire Gas Day.
- 1.62 “Maximum Pipeline Pressure” means for any Connecting Pipeline the maximum pressure as stipulated on the Notification Schedule for that pipeline.
- 1.63 “Minimum Daily Quantity means, in relation to the Service Commencement Point or the Service Termination Point, the minimum quantity of Gas that Customer must Request or Nominate for delivery on any Gas Day at that point, and the minimum quantity of gas that AECO Gas Storage must Nominate for delivery on any Gas Day, at the Service Commencement Point or Service Termination Point, as the case may be, subject to available Flex Discretion, all as stipulated in the Appendix STS evidencing the Transaction entered into by the Parties.
- 1.64 “Minimum Pipeline Pressure” means, for any Connecting Pipeline, the minimum pressure as stipulated on the Notification Schedule for that pipeline.
- 1.65 “Monthly Profile” means a form of FSS Transaction, in which Customer receives a certain firm injection rate and a certain firm withdrawal rate for each Gas Day as specified on the Appendix FSS evidencing that Transaction.



- 1.66 “Monthly Storage Demand Charge” means, in respect of any FSS Transaction, the amount specified on the Appendix FSS evidencing that Transaction.
- 1.67 “MyHUBAccount” means the electronic system whereby Customers can submit Requests in accordance with this AECO Hub Tariff and the Conditions of Use of MyHUBAccount.
- 1.68 “NGTL” means the natural gas transmission system operated in Alberta by Nova Gas Transmission Ltd., a wholly owned subsidiary of TransCanada, sometimes referred to as the NGTL System.
- 1.69 “Nominate” means the act of making a Nomination.
- 1.70 “Nomination” means a request for transportation by Customer or AECO Gas Storage made to a Connecting Pipeline of the quantity of Gas that Customer wishes to flow on that Connecting Pipeline system on the date specified.
- 1.71 “Nomination Time” means the deadline for submitting Nominations as set out on the Notification Schedule.
- 1.72 “Non-Defaulting Party” means the Party that is not the Defaulting Party pursuant to a Transaction.
- 1.73 “Notification Schedule” means a form attached to the Storage Services Agreement in Sample form “A” setting forth, among other things, the Nomination Times, Request Times, addresses for notice, Minimum Pipeline Pressure, Maximum Pipeline Pressure and other information relating to Customer and AECO Gas Storage.
- 1.74 “Obligation” has the meaning given in Section 9.1 of these General Terms and Conditions.
- 1.75 “Other Security Documents” means Financial Statements of parent or subsidiary entities, credit reports or any other form of security or document review as deemed acceptable by AECO Gas Storage in its sole and unfettered discretion.
- 1.76 “Party” or “Parties” means, respectively, either or both of Customer and AECO Gas Storage.
- 1.77 “Person” means any individual, sole proprietorship, partnership, firm entity, unincorporated association, unincorporated syndicate, unincorporated organization, trust, body corporate, government, government regulatory authority, governmental department agency,



- commission, board, tribunal, dispute settlement panel or body, bureau, court and, where the context requires, any of the foregoing when they are acting as trustee, executor, administrator or other legal representative.
- 1.78 “Physical Capacity” means the capability of the AECO Hub to inject or withdraw actual molecules of Gas on any given day notwithstanding any offset positions or Backstopping that may have been transacted prior.
- 1.79 “Prime Rate” means the target for the overnight rate as posted by the Bank of Canada plus 3%.
- 1.80 “quantity of Gas” means, unless expressly provided to the contrary, gigajoules or a multiple or fraction thereof.
- 1.81 “Real Default Value” means for any Delivery Default Date, 10% of the price determined by application of the Service Commencement Point Price Index or the Service Termination Point Price Index, as the case may be, times the Deficient Quantity on that Delivery Default Date.
- 1.82 "Receiver" means the Party that is intended to receive a Document using MyHUBAccount.
- 1.83 “Regulatory Agency” means any governmental agency with jurisdiction in respect of the activities or facilities of AECO Gas Storage.
- 1.84 “Request” when used as a noun, means a Customer’s request for Service in the form established by AECO Gas Storage setting out the quantity of Gas that Customer wishes to deliver to or receive at the Service Commencement Point, or deliver to or receive at the Service Termination Point and effective as of a specific Nomination Time. When used as a verb “Request” means the act of making a request for Service in accordance with Section 3 of the General Terms and Conditions of the AECO Hub Tariff and any applicable provisions of the Storage Service Documents.
- 1.85 “Request Time” means the deadline for submitting Requests, as set out on the Notification Schedule.
- 1.86 “Sender” means the Party that transmits a Document using MyHUBAccount.
- 1.87 “Service” means Firm Storage Service (or FSS) or Short Term Storage Service (or STS) made available pursuant to this AECO Hub Tariff.



- 1.88 “Service Commencement Point” means the location at which the provision of a Service by AECO Gas Storage commences, as set out on the Appendix evidencing the Transaction entered into by the Parties.
- 1.89 “Service Commencement Point Price Index” means for any Gas Day, the Gas price applicable at the Service Commencement Point for that day as determined by reference to the pricing index set out on the Appendix evidencing the Transaction entered into by the Parties.
- 1.90 “Service Schedule” means the schedule that describes a Service, and includes the Appendix evidencing a Transaction entered into by the Parties.
- 1.91 “Service Termination Point” means the location at which the provision of a Service by AECO Gas Storage terminates, as set out on the Appendix evidencing the Transaction entered into by the Parties.
- 1.92 “Service Termination Point Price Index” means for any Gas Day, the Gas price applicable at the Service Termination Point for that day as determined by reference to the pricing index set out on the Appendix evidencing the Transaction entered into by the Parties.
- 1.93 “Short Term Storage Service” or “STS Service” means Service provided by AECO Gas Storage pursuant to an STS Transaction entered into by the Parties.
- 1.94 “Software” means the computer software programs used for MyHUBAccount.
- 1.95 “Storage Service Documents” means the Storage Services Agreement, Service Schedule FSS, Service Schedule STS, the Appendices evidencing all Transactions binding on the Parties, MyHUBAccount Document(s), and the AECO Hub Tariff.
- 1.96 “STS Service Charge” means the amount determined pursuant to Section 5.2 of Schedule STS.
- 1.97 “STS Service Rate” means the fee for STS Service in the amount specified on the Appendix STS evidencing the Transaction in question.
- 1.98 “STS Transaction” means a Transaction entered into by the Parties whereby one Party accepts delivery of quantities of Gas from the other Party from time to time, and thereafter, from time to time delivers Gas to or on behalf of the first Party, all on the terms and conditions set out in the AECO Hub Tariff and as agreed to by the Parties as specified on the Appendix STS confirming such Transaction.



- 1.99 “Term” means the period designated for Service under the applicable Appendix evidencing a Transaction, subject to extension or earlier termination in accordance with the provisions of the Storage Service Documents.
- 1.100 “Total Contract Quantity” means, in relation to any STS Transaction, the quantity of Gas specified as such, on the Appendix STS evidencing such Transaction.
- 1.101 “Total Storage Demand Charge” means, in relation to any FSS Transaction, the sum of the Monthly Storage Demand Charges for that Transaction, as specified on the Appendix FSS evidencing such Transaction.
- 1.102 “Transaction” means a commercial transaction entered into by Customer and AECO Gas Storage as evidenced by an Appendix by which each have agreed to be bound or are deemed to be bound by the provisions of the Storage Service Documents.
- 1.103 “Transportation Account” or “T Account” means a shipper’s transportation account on a Connecting Pipeline.
- 1.104 “Triggering Event” has the meaning given in Section 8.8 of these General Terms and Conditions.
- 1.105 “Withdrawal” means quantities of gas delivered from the AECO Hub for use by Customer.
- 1.106 “Withdrawal Commodity Rate” means the rate expressed in dollars per GJ, payable by Customer for a Request for Withdrawal, as specified on the Appendix FSS.
- 1.107 “Withdrawal Demand Charge” means for any Gas Month, the Maximum Daily Withdrawal Quantity multiplied by the Withdrawal Demand Rate for that Gas Month.
- 1.108 “Withdrawal Demand Rate” means the rate expressed in dollars per GJ per month, payable by Customer in consideration of AECO Gas Storage reserving withdrawal service at the AECO Hub for Customer’s use, as specified on the Appendix FSS evidencing such Transaction.

2. CONTRACTING FOR SERVICE, ESTABLISHMENT AND OPERATION OF INVENTORY ACCOUNT

- 2.1 To contract for service, Customer must execute a Storage Services Agreement, and from time to time thereafter, Customer and AECO Gas



- Storage may agree to enter into one or more Transactions, each evidenced by an Appendix FSS or Appendix STS, as the case may be. AECO Gas Storage may elect to use an Auction system to facilitate the sale of storage services. Customer must establish and maintain its creditworthiness, in accordance with Section 13 hereof.
- 2.2 A Customer may maintain more than one Inventory Account. Each Transaction will be assigned to and accounted for within one and only one Inventory Account, as agreed by Customer and AECO Gas Storage. Each Inventory Account shall remain active for so long as an active Transaction specifies such Inventory Account.
- 2.3 For the purposes of allocating Service and billing within an Inventory Account, each Request for service made by Customer will be first attributed pro-rata among all active FSS Transactions and then pro-rata among all Customers' active STS Transactions within such Inventory Account.
- 2.4 Transfers of Gas between different Inventory Accounts of Customer, or between an Inventory Account of Customer and an Inventory Account of another customer of AECO Gas Storage, are not permitted without the prior written consent of AECO Gas Storage, which it may withhold in its sole discretion.
- 2.5 At any time when Service has been Confirmed under a Transaction:
- (a) quantities of Gas delivered by or on behalf of Customer and accepted by or on behalf of AECO Gas Storage will be added to Customer's Inventory Account; and
 - (b) quantities of Gas delivered by or on behalf of AECO Gas Storage to or on behalf of Customer will be deducted from Customer's Inventory Account.
- 3. REQUESTS, NOMINATIONS AND CONFIRMATIONS**
- 3.1 Subject to any provisions of the applicable Service Schedule, Customer shall request Service pursuant to a Transaction in accordance with the following procedures:
- (a) On or before the applicable Request Time, Customer shall submit to AECO Gas Storage a Request setting out the quantity of gas that Customer wishes to deliver or receive at the Service Commencement Point or the Service Termination Point, for the period commencing at the specified Nomination.



- (b) After receiving all Requests for a Nomination Time, AECO Gas Storage shall take the following actions:
 - (i) For Requests for FSS Service, AECO Gas Storage will Confirm a Nomination with each applicable Connecting Pipeline in the amount of Customer's Request, subject to reduction in whole or in part due to Curtailment Allowance, the allocation provisions of Section 15, and/or Force Majeure as set forth in Section 9; and
 - (ii) For Requests for STS Service, AECO Gas Storage will Confirm a Nomination with each applicable Connecting Pipeline in the amount of Customer's Request, subject to reduction in whole or in part due to the exercise by AECO Gas Storage of Flex Discretion, the provisions of Section 15 and/or Section 9.
- (c) If Customer's Request has been reduced in whole or in part as described in Section 3.1(b), AECO Gas Storage will use commercially reasonable efforts to give Customer notice of such reduction prior to the applicable Nomination Time.
- (d) Subject to the rules of the applicable Connecting Pipeline, and the provisions of the AECO Hub Tariff that pertain to curtailment of service, on or before the Nomination Time, Customer or AECO Gas Storage will submit a Nomination for the quantity of Service that Customer indicated in its Request for that Nomination Time.
- (e) If a Connecting Pipeline fails to Confirm some or all Customer's Nomination, then Customer's Request shall be treated as curtailed by the Connecting Pipeline to the extent not Confirmed.
- (f) Upon receiving the Confirmation from the applicable Connecting Pipeline, AECO Gas Storage and Customer will each be bound in accordance with that Confirmation, on the terms of the AECO Hub Tariff, and each Party shall have a firm obligation to deliver and accept Gas in accordance with that Confirmation.
- (g) A Request for Service for an Effective Time which is not amended by Customer prior to the next Request Time will be treated as a new Request for Service in the same quantity, submitted at that next Request Time; provided that Customer may stipulate a stop time in its Request, in which case the foregoing shall be read subject to such stop time.



- (h) At the Customer's request, AECO Gas Storage will net all of the Customer's STS Nominations that: (1) do not have Flex Discretion; and (2) do not reference an Inventory Account associated with an existing FSS Transaction. All such Nominations will be treated as a single Nomination.
- 3.2 The Request Times, the Nomination Times and Effective Times are set out on the Notification Schedule. Notwithstanding the foregoing, under extraordinary circumstances, AECO Gas Storage may in its sole discretion, accept a Nomination to have effect on one hour's notice.
- 3.3 Requests must be submitted through MyHubAccount. AECO Gas Storage, in its sole discretion, may accept Requests or Nominations in writing by other mutually agreeable electronic means.
- 3.4 Requests or Nominations may be accepted or rejected by AECO Gas Storage in its sole discretion.
- 3.5 Customer shall be responsible for all matters arising from or ancillary to the purchase, sale and transportation of Gas, which occur prior to the receipt of Gas by AECO Gas Storage from or for the account of Customer or subsequent to the delivery of Gas by AECO Gas Storage to or for the account of Customer. These responsibilities include, without limitation, securing and maintaining all necessary transportation services with the Connecting Pipeline(s), securing and maintaining all necessary ancillary transportation services, complying with all reporting requirements and payment obligations arising in respect of Gas sales proceeds, paying or delivering all royalties and other third party interests, securing and maintaining all required permits and authorizations and paying all taxes, levies, and charges associated with the Services provided to Customer under the AECO Hub Tariff, but excluding all taxes, levies, and charges payable by AECO Gas Storage pursuant to the *Income Tax Act*, Canada, the *Alberta Corporate Tax Act* and any regulations promulgated pursuant to either statute, all as amended from time to time.
- 3.6 Customer's ability to Nominate, deliver to, or accept delivery from AECO Gas Storage for Service under this Service Schedule may be limited at any time when Customer is restricted or unable to transport Gas on a Connecting Pipeline for any reason including, without limitation, curtailment in whole or in part by that Connecting Pipeline. AECO Gas Storage shall have no responsibility or liability for any such restrictions or curtailments. Notwithstanding this Section 3.6, in the event of a limitation in service resulting from: (a) curtailment in whole or in part by the Connecting Pipeline; or (b) the performance of planned or unplanned maintenance, repairs, or additions to the AECO Hub which would otherwise result in the reduction of previously accepted Request(s) for



STS Service, AECO Gas Storage, in its sole and absolute discretion, reserves the right to Backstop STS Customers' nominations, either individually or as a class.

4. REPLACEMENT PRICING REFERENCE

- 4.1 If either the Service Commencement Point Price Index or the Service Termination Point Price Index ceases to exist or to be published, one Party will give notice to the other of that cessation and the Parties will attempt to agree on a replacement index. If the Parties fail to agree on a replacement index within thirty (30) days of such notice, either Party may submit the selection of a replacement index to Dispute Resolution, as described in Section 17, and shall commence such Dispute Resolution process as soon as reasonably practicable following the expiration of the 30-day period described above.

5. BILLINGS AND PAYMENTS

- 5.1 AECO Gas Storage will provide an invoice or invoices that include the general information specified in this Section 5 as well as specific information that is required in respect of each Transaction entered into by the Parties.
- 5.2 On or before the 15th day of each Gas Month, AECO Gas Storage will invoice Customer by providing written notice of:
- (a) The number of GJs of natural Gas delivered to or received by or on behalf of Customer or AECO Gas Storage during the Billing Month at the Service Commencement Point(s) in accordance with each Transaction then entered into by the Parties.
 - (b) The number of GJs of natural Gas delivered to or received by or on behalf of Customer or AECO Gas Storage during the Billing Month at the Service Termination Point(s) in accordance with each Transaction then entered into by the Parties.
 - (c) The balance of Customer's Inventory Account(s) throughout the Billing Month, including any transfers permitted by AECO Gas Storage to, from, between or among those accounts.
 - (d) The amount of any adjustment applicable to the Billing Month or any month prior to the Billing Month; and
 - (e) The amount payable to AECO Gas Storage by Customer, or by AECO Gas Storage to Customer, determined in accordance with each Transaction in effect during the Billing Month.



- 5.3 Customer understands and acknowledges that AECO Gas Storage is dependent on the Connecting Pipeline(s) for data on natural Gas delivered to or received by Customer at the Service Commencement Point and Service Termination Point. If prior to the 15th of any month AECO Gas Storage has not received Customer data needed to calculate the amount payable by Customer for the Billing Month, AECO Gas Storage may make a reasonable estimate of the amount payable by Customer, based on available data, including Customer's history, and present an invoice based on that estimate. If an invoice based on an estimate is presented and paid, AECO Gas Storage shall make adjustments reflecting Customer's actual data for the Billing Month, including additional charges or credits, on the invoice presented to Customer for the next Billing Month following the receipt by AECO Gas Storage of Customer data needed to so calculate the amount payable by Customer.
- 5.4 The amount payable by Customer to AECO Gas Storage or by AECO Gas Storage to Customer during a Billing Month will be the net sum of the charges determined payable by one Party to the other in accordance with all Transactions in effect during the Billing Month, plus all applicable taxes, levies and charges for which that Party is responsible pursuant to the AECO Hub Tariff, excluding those amounts which are properly payable by the other Party directly to a taxing authority.
- 5.5 For the purposes of determining the amount payable from time to time to AECO Gas Storage by Customer, or by AECO Gas Storage to Customer, the balance of Customer's Inventory Account(s) will be determined as at the end of the Gas Day, or at the end of the Gas Month, as the case may be.
- 5.6 Any amount from time to time payable by one Party to the other is due on the later of the 10th day after the day on which AECO Gas Storage gives notice pursuant to Section 5.2 or the 25th day of that month. If that day is not a Business Day, then payment will be due on the next Business Day falling after that day.
- 5.7 Any amount payable hereunder by one Party to the other, but unpaid when due, will accrue interest at a rate equal to the lesser of the Prime Rate in effect from time to time, plus 3%, compounded annually, or the maximum rate permitted under applicable law, calculated from the date payment was due until the date payment is made in full, both before and after judgement.
- 5.8 If the Parties discover any overcharge or undercharge after an invoice has been paid, the Party who has overcharged or who has underpaid will pay to the other the amount overcharged or underpaid respectively within thirty (30) days after that amount has been determined. The payment



will include interest from the date of overpayment or underpayment, calculated in accordance with Section 5.7, and any applicable taxes. No adjustment will be made beyond a period of 24 months following the date of an overpayment or underpayment unless that adjustment is made necessary by measurement or allocation adjustments instigated by a Connecting Pipeline, in which case, the 24 month limitation will not apply.

- 5.9 Any payment required to be made pursuant to the AECO Hub Tariff will be paid by electronic transfer of funds to the payee's account identified in the Notification Schedule, or if no account is so identified, by delivery of certified cheque or money order to the payee at its address stated in the Notification Schedule.

6. TERM END ADJUSTMENT OF STORED INVENTORY

- 6.1 In respect of each Transaction entered into under the AECO Hub Tariff, Customer will Request Service in a manner which in its reasonable estimation, will result in the balance of its Inventory Account for such Transaction equalling zero at the end of the Term of that Transaction.
- 6.2 If at the end of the Term of any Transaction, Customer's Inventory Account has a positive or negative balance, the following provisions will have effect:
- (a) At the sole option of AECO Gas Storage, Customer shall pay to AECO Gas Storage an amount in Dollars equal to the negative balance in Customer's Inventory Account multiplied by 110% of the average price determined by reference to the Service Termination Point Price Index for each day of:
 - (i) the Gas Month immediately preceding the last Gas Day of the Term; or
 - (ii) the Gas Month in which the last Gas Day of the Term occurs; or
 - (iii) the Gas Month immediately succeeding the last Gas Day of the Term.
 - (b) At the sole option of AECO Gas Storage, AECO Gas Storage shall pay to Customer an amount in Dollars equal to the positive balance in Customer's Inventory Account, multiplied by 90% of the average price determined by reference to the Service Commencement Point Price Index for each day of:



- (i) the Gas Month immediately preceding the last Gas Day of the Term; or
 - (ii) the Gas Month in which the last Gas Day of the Term occurs; or
 - (iii) the Gas Month immediately succeeding the last Gas Day of the Term.
- (c) Upon Customer or AECO Gas Storage, as the case may be, making payment of the amount determined pursuant to (a) or (b) of this Section 6.2 the balance of Customer's Inventory Account in respect of that Transaction shall be adjusted to zero.
- (d) If at the end of the Term, Customer's Inventory Account remains to the credit of Customer and AECO Gas Storage has not elected to purchase or sell the entire balance in the Customer's Inventory Account such that the provisions of subsections 6.2 (b) and (c) do not apply, then the Term of the Transaction shall be extended on a month to month basis, up to six (6) months, to permit Customer to Nominate for withdrawals up to its Maximum Daily Withdrawal Quantity, which quantities AECO Gas Storage shall accommodate on an interruptible basis, for the sole purpose of allowing Customer to take redelivery of such quantities of Gas remaining in Customer's Inventory Account. Such extension of the Term shall end on the earlier of: (i) six (6) months; or (ii) the date on which Customer's Inventory Account is reduced to zero. Customer shall use commercially reasonable efforts to reduce its Inventory Account to zero as soon as possible and in any event by the end of such six (6) month Term extension described herein. AECO Gas Storage may, in its sole and absolute discretion, charge Monthly Storage Demand Charges during this extension.
- (e) Provided Customer has not prompted a Triggering Event or is not in Default, where: (i) AECO Gas Storage is the Defaulting Party; or (ii) AECO Gas Storage has declared a Force Majeure or exercised a Curtailment Allowance lasting ten (10) days or more in the preceding thirty (30) days prior to the end of the Term, which has directly caused Customer to have a positive or negative Inventory Account at the end of the Term; then nothing in this Section 6.2 nor in Section 8 of these General Terms and Conditions shall in any way limit Customer's right, as bailor or otherwise, to the return of all Gas standing to its credit in its Inventory Account.

6.3 For purposes of AECO Gas Storage invoking its rights under Section 6.2 only, Customer hereby appoints and constitutes AECO Gas Storage, its



successors, assigns, and any officer of AECO Gas Storage as AECO Gas Storage may select in its sole discretion, as Customer's true and lawful attorney with the power to endorse Customer's name on all documents, papers, and instruments necessary for AECO Gas Storage to transfer all possession, right, title and interest of that quantity of Gas as determined in accordance with Section 6.2 held in Customer's Inventory Account to AECO Gas Storage or its designate. Customer hereby agrees and therefore ratifies all acts that such attorneys shall lawfully do or cause to be done by virtue hereof and in accordance with the terms hereof. The power of attorney shall be irrevocable for the life of all or any Transactions.

7. BREACH

7.1 If Customer fails to pay in full any amount owing to AECO Gas Storage pursuant to the AECO Hub Tariff when that amount becomes payable, provided the amount or matter in question is not the subject of a good faith dispute between the Parties, or if Customer fails to comply with any material provision (such materiality to be determined in good faith and on a reasonable basis by AECO Gas Storage) of the AECO Hub Tariff (the "Default"), then in addition to all other remedies available to it pursuant to the AECO Hub Tariff or at law and in equity, AECO Gas Storage may in its sole discretion:

- (a) refuse to accept any further deliveries of natural Gas from or on behalf of Customer pursuant to all or any Transactions; and/or
- (b) refuse to deliver natural Gas to or on behalf of Customer pursuant to all or any Transactions.

7.2 If any amount is owing by one Party to the other pursuant to any Transaction then binding upon them, then that amount may be set off against any amounts otherwise owed pursuant to any other Transactions then binding upon them.

8. LIABILITY / LIQUIDATED DAMAGES AND / EARLY TERMINATION DAMAGES

8.1 LIMITATION OF LIABILITY AND DISCLAIMER OF EXPRESS OR IMPLIED WARRANTIES. It is the intent of the Parties to fully and completely state the rights and obligations of the Parties with regard to the Services provided under the AECO Hub Tariff. It is the intent of the Parties to specifically disclaim all warranties, and indemnities, express or implied, written or otherwise, other than those expressly set forth in the AECO Hub Tariff.



- 8.2 Whenever a Delivery Default or a Triggering Event shall occur, the provisions of this Section 8 shall apply; provided always that the Parties may in any Transaction vary or amend such terms and conditions by their express agreement to such effect and as set forth in the applicable Appendix.
- 8.3 The provisions set out in the AECO Hub Tariff providing for payment of Liquidated Damages and Early Termination Damages shall settle completely any and all claims which could be advanced by the Non-Defaulting Party against the Defaulting Party on account of a Delivery Default or a Triggering Event, or both, and each Party hereby waives any other claim it may have at law or in equity in respect of every such Delivery Default or Triggering Event, no matter how framed, whether in contract or in tort, including negligence. Moreover, the payment of Liquidated Damages shall not excuse the payment by Customer to AECO Gas Storage or by AECO Gas Storage to Customer of the STS Service Charges stated on the Appendix STS evidencing the Transaction in question, and/or the fees and charges set forth in Service Schedule FSS and on the Appendix FSS evidencing the Transaction in question, as the case may be. It is the intent that each of Liquidated Damages and Early Termination Damages provisions provide a genuine pre-estimate of damages to be suffered as a result of the subject breach.
- 8.4 If during any Gas Month, a Delivery Default shall occur, the Defaulting Party shall pay to the Non-Defaulting Party Liquidated Damages pursuant to this Section 8 no later than:
- (a) in the case of an FSS Transaction, up to but not after the last day of the Gas Month next following the Gas Month in which the Delivery Default occurred; and
 - (b) in the case of an STS Transaction, up to but not after the 30th Gas Day following the end of the Term.
- 8.5 The Parties recognize and agree that the Liquidated Damages provided for herein are a genuine pre-estimate of the damages suffered by the Non-Defaulting Party, including a reasonable allowance for its additional administration costs incurred as a result of the Delivery Default. Liquidated Damages shall be calculated and paid in accordance with the following provisions:
- (a) If a Delivery Default arises from the failure of the Defaulting Party to deliver Gas at the Service Commencement Point, then Liquidated Damages shall be paid by the Defaulting Party in an amount equal to the product of the Deficient Quantity and 110%



of the price determined by reference to the Service Commencement Point Price Index for the Delivery Default Date.

- (b) If a Delivery Default arises from the failure of the Defaulting Party to accept Gas at the Service Commencement Point, then Liquidated Damages shall be paid by the Non-Defaulting Party in an amount equal to the product of the Deficient Quantity and 90% of the price determined by reference to the Service Commencement Point Price Index for the Delivery Default Date.
- (c) If a Delivery Default arises from the failure of the Defaulting Party to deliver Gas at the Service Termination Point, then Liquidated Damages shall be paid by the Defaulting Party in an amount equal to the product of the Deficient Quantity and 110% of the price determined by reference to the Service Termination Point Price Index for the Delivery Default Date.
- (d) If a Delivery Default arises from the failure of the Defaulting Party to accept Gas at the Service Termination Point, then the Liquidated Damages shall be paid by the Non-Defaulting Party in an amount equal to the product of the Deficient Quantity and 90% of the price determined by reference to the Service Termination Point Price Index for the Delivery Default Date.
- (e) If during any Gas Month, a Delivery Default occurs on more than one Gas Day, then Liquidated Damages for each such Delivery Default shall be determined according to the above provisions and the obligation to pay Liquidated Damages owed by one Party to the other shall be netted against the amount, if any, otherwise payable to that Party by the other for that Gas Month.

8.6 Upon payment of Liquidated Damages as outlined in Section 8.5, Customer's Inventory Account shall be adjusted as follows:

- (a) If the Delivery Default arose from the failure of Customer to deliver Gas or from the failure of AECO Gas Storage to accept Gas, then Customer's Inventory Account shall be increased by an amount equal to the Deficient Quantity.
- (b) If the Delivery Default arose from the failure of AECO Gas Storage to deliver Gas or from the failure of Customer to accept Gas, then Customer's Inventory Account shall be decreased by an amount equal to the Deficient Quantity.



- 8.7 The following provisions shall have effect, should a Triggering Event occur (as defined in Section 8.8 of these General Terms and Conditions).
- (a) The Non-Defaulting Party may, but shall not be obliged to give written notice (the “Early Termination Notice”) to the Defaulting Party specifying an Early Termination Date and requiring the Defaulting Party to pay the Early Termination Damages. Such notice may be given up to but not after the 5th Business Day following the date on which the Non-Defaulting Party first acquired actual knowledge of the Triggering Event.
 - (b) The Early Termination Date shall be the date specified by the Non-Defaulting Party in its Early Termination Notice, but shall in no case be a day later than the 10th Business Day following the day on which the Non-Defaulting Party gave notice pursuant to Section 8.7(a) hereof; provided that if the Triggering Event arises pursuant to Section 8.8(d) hereof, and the Early Termination Notice is given, then the Early Termination Date shall be the date upon which the event described in Section 8.8(d) occurred.
 - (c) If an Early Termination Notice is given by the Non-Defaulting Party in accordance with this Section 8.7, the Defaulting Party shall pay the Non-Defaulting Party Early Termination Damages in accordance with the provision of this Section 8.

8.8 “Triggering Event” means:

- (a) The failure by the Defaulting Party to make, when due, any payment required under this Agreement if such failure is not remedied within 2 Business Days after written notice is given thereof by the Non-Defaulting Party, provided the payment is not the subject of a good faith dispute.
- (b) The failure by the Defaulting Party to perform any material provision (such materiality to be determined in good faith and on a reasonable basis by the Non-Defaulting Party) required to be performed by it pursuant to the AECO Hub Tariff (other than its obligation to make any payment or any other obligation which is otherwise specifically covered in this Section 8.8 as a separate Triggering Event) where such failure is not excused by the applicable provisions of the AECO Hub Tariff and not cured within 5 Business Days after written notice is given by the Non-Defaulting Party of such failure.
- (c) The failure by Customer, within 2 Business Days of being required to do so by notice in writing given by AECO Gas Storage, to



provide Financial Assurance or Financial Statements or Other Security Documents pursuant to Section 13.

- (d) The Defaulting Party:
 - (i) makes an assignment or any general arrangement for the benefit of creditors;
 - (ii) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding under any bankruptcy or similar law, including without limitation the Companies' Creditors Arrangement Act;
 - (iii) has a petition or other proceeding under any bankruptcy or similar law filed against it and such proceeding remains undismissed for 60 days;
 - (iv) otherwise becomes bankrupt or insolvent (however evidenced); or
 - (v) is unable to pay its debts as they become due.

8.9 If an Early Termination Date occurs, all Transactions then entered into by the Parties shall terminate as of the Early Termination Date, and the Non-Defaulting Party shall calculate the Early Termination Damages in respect of each and every Transaction so terminated and give notice promptly to the Defaulting Party of the Early Termination Damages that are payable by it, including all necessary particulars that support such calculation. The Early Termination Damages shall be the sum of the amounts determined in accordance with Section 8.9(a) and/or Section 8.9(b), as applicable, for the remaining Term of each Transaction so terminated; in each case as adjusted by Section 8.9(c), 8.9(d) and 8.9(e).

- (a) The net present value of the amounts the Non-Defaulting Party acting reasonably would from time to time pay a third party to enter into a replacement transaction on terms substantially the same as the Transaction in question and calculated for a period of time equal to the Term of such Transaction, remaining after the Early Termination Date, minus the net present value of the amounts the Non-Defaulting Party would from time to time have paid to the Defaulting Party pursuant to the terms of the Transaction had it not been so terminated.
- (b) The net present value of the amounts the Non-Defaulting Party would from time to time have received from the Defaulting Party pursuant to the terms of the Transaction had it not been so



terminated, minus the net present value of the amounts the Non-Defaulting Party acting reasonably would from time to time receive from a third party were it to enter into a replacement transaction on terms substantially the same as the Transaction in question and calculated for a period of time equal to the Term of the Transaction, remaining after the Early Termination Date.

- (c) The Non-Defaulting Party when calculating the cost of any replacement transaction for the purposes of Section 8.9(a) or 8.9(b), may make reference to the settlement prices of the New York Mercantile Exchange Gas futures contracts, adjusted for the basis differential between Henry Hub and the Service Commencement Point or Service Termination Point, as the case may be; or, the arithmetic average of bona fide prices quoted for a replacement transaction by at least 2 non-affiliated, independent entities active in the energy markets in Alberta.
 - (d) The net present value for the Early Termination Damages will be calculated by using a discount rate equal to the Prime Rate in effect as of the Early Termination Date, plus 3%.
 - (e) Notwithstanding the preceding provisions of this Section 8, or any other provision of the AECO Hub Tariff or any Transaction entered into by the Parties, if the Early Termination Damages when aggregated for all the Transactions terminated pursuant to this Section 8.9 equal an amount that is less than zero, then the Early Termination Damages will be deemed to be zero.
 - (f) For greater certainty, AECO Gas Storage may, at its option, apply any positive Gas balance, in Customer's Inventory Account(s) on the Early Termination Date, that is attributable to the Transactions terminated by it, as credit against any amount owed pursuant to this Section 8 by Customer to AECO Gas Storage. The value of such credit shall be based on a price equal to 90% of the price determined by reference to Service Commencement Point Price Index for the Early Termination Date.
- 8.10 The Defaulting Party shall pay the Early Termination Damages to the Non-Defaulting Party on or before the 10th Business Day following the notice given by the Non-Defaulting Party pursuant to Section 8.9 hereof. Upon payment in full by the Defaulting Party of the Early Termination Damages and any other amounts owing under the AECO Hub Tariff, the Transactions between the Parties that have been terminated by the Non-Defaulting Party, shall be deemed fully and entirely performed, the Storage Services Documents between AECO Gas Storage and Customer with regard to only those Transactions shall be terminated and the



Parties shall be wholly and finally released from all further liability to each other in respect thereof, except as otherwise expressly provided in the AECO Hub Tariff.

8.11 Notwithstanding any other provision of the AECO Hub Tariff to the contrary, whenever AECO Gas Storage deals with any third party at the request of or pursuant to instructions given by Customer:

- (a) Customer represents and warrants to AECO Gas Storage that Customer has the power and authority to make such requests and issue such instructions, and all actions or omissions by AECO Gas Storage hereunder will be in reliance on such representations and warranties by Customer.
- (b) AECO Gas Storage shall not, by reason of any act or omission hereunder, be deemed to have entered into a contractual or other relationship with any third party and no third party shall by reason of any act or omission of AECO Gas Storage become a beneficiary hereunder or acquire any rights or claims against AECO Gas Storage.
- (c) No act or omission by AECO Gas Storage hereunder, whether in accordance with or in contravention of any instructions given or requests made by Customer, shall give rise to any liability of AECO Gas Storage to any third party.
- (d) The sole liability of AECO Gas Storage for any claims, liability, losses, damages, costs and expenses (including, but not limited to attorney's fees and costs) directly or indirectly arising out of, resulting from, relating to or caused by the Transactions entered into by the Parties under the AECO Hub Tariff shall be limited to the amounts calculated pursuant to Section 8 of these General Terms and Conditions.
- (e) Customer shall be solely liable for and shall fully defend and indemnify AECO Gas Storage and hold AECO Gas Storage harmless from and against any and all claims, liability, losses, damages, costs and expenses (including but not limited to attorney's fees and costs) that AECO Gas Storage becomes liable for or incurs directly or indirectly arising out of, resulting from, relating to or caused by any act or omission of AECO Gas Storage in reliance on Customer's request or instructions in respect of such third party; and such indemnity shall be a complete indemnity and shall not be limited to the amount calculated in accordance with the foregoing provisions of this Section 8.



- (f) The indemnifications set forth herein are intended to preclude claims against AECO Gas Storage by any Person or entity other than Customer with respect to the Transactions entered into by the Parties under the AECO Hub Tariff, but nothing herein is intended to excuse fraud, criminal acts, or wilful misconduct by AECO Gas Storage.
- (g) If Customer is relying on a third party to deliver or accept delivery of Gas, and such third party fails for any reason to do so, Customer's performance under the AECO Hub Tariff is not excused by reason of the third party's act or omission, and Customer will be fully liable for any failure to meet its obligations under the AECO Hub Tariff.

9. FORCE MAJEURE

- 9.1 The expression "Force Majeure" means a restraint on the performance by AECO Gas Storage of one or more of its obligations owed to Customer pursuant to any Transaction ("Obligation"), where such restraint results from a cause not within its control and which could not have been prevented by the exercise of due diligence, oversight and planning. In this Section 9, the expression "due diligence, oversight and planning" means that the industry standards and practices generally prevailing among operators of similar natural Gas storage facilities in North America have been adhered to. Furthermore, the Parties acknowledge and agree that the curtailment or interruption of NGTL transmission service to or from either of the storage facilities operated by AECO Gas Storage will be considered an event of Force Majeure for so long as and to the extent such curtailment or interruption restrains the performance by AECO Gas Storage or renders it unable to perform one or more of its Obligations.
- 9.2 If AECO Gas Storage is rendered unable to perform or is restrained by reason of a Force Majeure from performing any Obligation in whole or in part, it may claim suspension of that Obligation to the extent that it is so restrained and for the duration of that Force Majeure, provided that:
 - (a) AECO Gas Storage gives written notice to Customer, setting out the details of the Force Majeure as soon as practicable after the commencement of the Force Majeure;
 - (b) AECO Gas Storage takes all commercially reasonable measures in the circumstances to mitigate the cause of and effect of the Force Majeure;



- (c) AECO Gas Storage recommences performance of the Obligation to the extent commercially reasonable during the cessation of and upon the conclusion of the Force Majeure; and
 - (d) as soon as practicable after the conclusion of the Force Majeure, AECO Gas Storage gives notice to Customer of the date of such conclusion.
- 9.3 If, and for so long as, AECO Gas Storage is unable due to Force Majeure to fully perform any Obligation in response to a Request for injection or withdrawal of Gas duly made by Customer under the AECO Hub Tariff the Monthly Storage Demand Charge or the STS Service Charge (if calculated based on Total Contract Quantity), as the case may be, shall be reduced proportionally having regard to the extent to which AECO Gas Storage is unable to comply with any such Request.
- 9.4 A strike, lockout or other industrial disturbance, including any potential terrorist attack as declared by applicable government agencies or departments, shall be considered an event of Force Majeure; however, the settlement of such an event involving the AECO Hub or AECO Gas Storage agents, contractors, representatives and employees shall be entirely within the discretion of AECO Gas Storage. Activities of the military or paramilitary are not matters within the control of AECO Gas Storage shall be considered Force Majeure.
- 9.5 The Term in effect pursuant to any Transaction binding upon the Parties will not be extended to compensate for the reduction or suspension of an Obligation during the Force Majeure.

10. NOTICES

- 10.1 Whenever provision is made in the AECO Hub Tariff for giving notice by one Party to the other, if no particular manner in which it is to be given is specified, such notice may be given orally or in writing. If oral notice is given, the notifying Party shall, if required by the notified Party, produce a voice recording clearly evidencing such notice. Written notice may be delivered by hand or transmitted by fax or other electronic means, all in accordance with the particulars set forth on the Notification Schedule. A Party may change its particulars set forth on the Notification Schedule by giving written notice thereof in accordance with the AECO Hub Tariff.
- 10.2 Except as otherwise expressly provided, any notice given in accordance with the foregoing provisions will be treated as received at the time of receipt.



11. TAX MATTERS / GAS STORAGE UNIT AGREEMENT

- 11.1 AECO Gas Storage and Customer acknowledge that notwithstanding any other provision of the AECO Hub Tariff, the amount of the consideration set out in any Transaction to be paid by one Party to the other for the supply of any goods or services is exclusive of all applicable taxes.
- 11.2 If any federal, provincial, city, county, other governmental entity, or regulatory agency imposes a franchise fee or similar tax, charge, levy, or other fee on AECO Gas Storage in connection with the AECO Hub or its operation, the Parties agree that AECO Gas Storage, at its sole discretion may require Customer to pay a proportionate share of such fees, and that the amount of the consideration set out in any Transaction to be paid by one Party to the other Party for the supply of any goods or services is exclusive of any and all such fees.
- 11.3 AECO Gas Storage covenants with Customer to pay all rents and otherwise perform its obligations as they fall due for payment or performance under the Gas Storage Unit Agreement and to refrain from any act or omission not otherwise permitted hereunder which could result in the termination of any Transaction otherwise binding upon it and Customer, or the Gas Storage Unit Agreement prior to the end of the term.
- 11.4 If the Crown shall elect to give notice of termination of any Gas Storage Unit Agreement pursuant to provisions of such Agreement, then all the Transactions then binding on the Parties shall for all purposes hereunder be amended to end on the Gas Day preceding the date on which the Crown has elected to terminate such Agreement.

12. POSSESSION, WARRANTY AND RISK OF LOSS

- 12.1 Subject always to the duties owed Customer by AECO Gas Storage as a bailee for hire, possession of Gas passes to AECO Gas Storage when it is delivered to AECO Gas Storage, but legal title to and ownership of Gas, or possessory title as bailor of Gas, remains at all times with Customer, notwithstanding any commingling of such Gas with Gas owned by others. AECO Gas Storage and Customer may, but shall not be required to, agree in advance and in writing to an exchange of title to specified Gas to be stored pursuant to a particular Transaction. AECO Gas Storage expressly acknowledges that it is bound to perform the provisions of the *Warehouse Receipts Act* (Alberta) and, in particular but without limitation, expressly acknowledges that it is bound by the duty of care set forth in Section 14 thereof.



- 12.2 Customer represents and warrants to AECO Gas Storage that it has the right to give it possession of Gas for the purposes of gas storage pursuant to the terms of the AECO Hub Tariff, free from all adverse liens, taxes, charges, third party interests and other encumbrances whatsoever affecting such possession. Customer and AECO Gas Storage acknowledge and agree that while in storage at the AECO Hub, Customer's Gas may be commingled with Gas owned by other customers of AECO Gas Storage and with Gas owned by AECO Gas Storage, as a necessary requirement of the trade and business of gas storage conducted by AECO Gas Storage. Notwithstanding such commingling and notwithstanding Section 12.4 of these General Terms and Conditions, it is intended by Customer and AECO Gas Storage that the delivery of Gas by Customer to AECO Gas Storage pursuant to this Agreement shall constitute a bailment for reward and AECO Gas Storage shall have the common law duties and liabilities of such a bailee, except where those duties are modified by the express terms of a Transaction entered into by the Parties.
- 12.3 AECO Gas Storage represents and warrants to Customer that it has the right to receive possession of Gas from Customer for the purposes of gas storage pursuant to the terms of the AECO Hub Tariff, and to return such Gas free from all adverse liens, taxes, charges, third party interests and other encumbrances whatsoever, other than those for which Customer bears responsibility pursuant to the provisions of the AECO Hub Tariff.
- 12.4 AECO Gas Storage shall have the right to remove constituents other than methane from Gas delivered to it by Customer and AECO Gas Storage shall have no duty to account for the constituents so removed nor to make any payment to Customer on account thereof; provided that nothing in this Section 12.4 will permit AECO Gas Storage to return to Customer Gas that does not meet the quality specifications of the connecting pipeline.
- 12.5 Notwithstanding the transfer of possession of Customer's Gas to AECO Gas Storage when it is delivered to AECO Gas Storage, the risk of loss and legal title to and ownership of Customer's Gas, or possessory title as bailor of Gas, remains at all times with Customer. Further, Customer expressly acknowledges and agrees that AECO Gas Storage shall be under no obligation to provide for any insurance for the risk of loss of Customer's Gas, or any other insurable risk.



13. ESTABLISHMENT AND RE-ESTABLISHMENT OF CREDIT

- 13.1 Customer shall maintain an Acceptable Credit Rating, provide AECO Gas Storage with Financial Assurances, or provide Other Security Documents as outlined in this Section 13.
- 13.2 If Customer establishes to AECO Gas Storage's reasonable satisfaction that it has an Acceptable Credit Rating, and for so long thereafter as Customer maintains an Acceptable Credit Rating, AECO Gas Storage shall not require Customer to provide it with Financial Assurance; provided that in such case, Customer or its Guarantor shall provide AECO Gas Storage with:
- (a) audited consolidated Financial Statements within 120 days after the end of each fiscal year of Customer, prepared in accordance with generally accepted accounting principles;
 - (b) unaudited consolidated Financial Statements within 90 days after the end of each fiscal quarter of Customer, prepared in accordance with generally accepted accounting principles; and
 - (c) immediate notice of any amendment, change or modification to its Credit Rating, its Financial Statements or of a Material Adverse Change with respect to the financial position of Customer.
- 13.3 If Customer does not maintain an Acceptable Credit Rating, then within 5 days of the reduction of its Credit Rating or there has been a Material Adverse Change, Customer shall provide AECO Gas Storage with one or more of the Financial Assurances, at the option of AECO Gas Storage, as set forth in Section 13.4. If, after entering into a Transaction, Customer fails to maintain an Acceptable Credit Rating or there has been a Material Adverse Change, then within 3 Business Days of receiving a written request from AECO Gas Storage, Customer shall provide AECO Gas Storage with the applicable Financial Assurance. Notwithstanding the foregoing, if a Customer with an Acceptable Credit Rating is downgraded to a level lower than an Acceptable Credit Rating or there has been a Material Adverse Change but there are no active or pending Transactions between the Parties, AECO Gas Storage will not require Customer to provide Financial Assurance unless and until Customer desires to enter into a Transaction.
- 13.4 Where Customer does not have or does not maintain an Acceptable Credit Rating, Customer shall provide AECO Gas Storage with one or more of the following Financial Assurances, as listed in this Section 13.4:
- (a) A Letter of Credit on the following terms and conditions:



- (i) In respect of FSS Transactions, a Letter of Credit in an amount equal to the Total Storage Demand Charge specified on Appendix FSS.
 - (ii) In respect of STS Transactions, a Letter of Credit in an amount equal to the value of the Transactions under any reasonable set of assumptions.
 - (iii) Each Letter of Credit shall be in effect for 1 year or for the Term of the applicable Transaction plus 60 days, whichever is less. If the latter period is greater than one year, Customer shall ensure that its obligation to AECO Gas Storage is secured continuously, and accordingly shall provide AECO Gas Storage with an extended or replacement Letter of Credit no later than thirty (30) days prior to the expiration of the then-effective Letter of Credit. AECO Gas Storage will return the expiring Letter of Credit to Customer within 5 days of the date the Replacement Letter of Credit becomes effective.
 - (iv) Each Letter of Credit shall be in form and substance satisfactory to AECO Gas Storage, and without limiting the generality of the foregoing shall be issued by a financial institution acceptable to AECO Gas Storage; shall be irrevocable; shall provide for partial drawdown; and shall contain terms and conditions no less favourable to AECO Gas Storage than those set forth in Sample Form D.
 - (v) In addition to all other remedies available to AECO Gas Storage at law or in equity, if Customer fails to provide a Letter of Credit in accordance with its obligations pursuant to this Section 13.4, AECO Gas Storage may draw upon any expiring Letter of Credit to the full amount thereof and apply the funds so drawn in payment in whole or in part of the obligation of Customer under the AECO Hub Tariff.
- (b) A Guarantee granted to AECO Gas Storage by another company (the “Guarantor”) with an Acceptable Credit Rating. The Guarantee shall contain terms and conditions no less favourable to AECO Gas Storage than those set forth in Sample Form E, and the provisions of Sections 13.3 and 13.4 hereof shall apply mutatis mutandis to the Guarantor as if the Guarantor were Customer with the exception of Section 13.4(b).
- (c) Customer may provide cash to AECO Gas Storage by way of certified cheque bank draft or wire transfer into one or more bank



accounts designated by AECO Gas Storage. In such event the relationship between Customer and AECO Gas Storage in respect of such cash shall be one of creditor and debtor, respectively, and all right, title and interest in any such cash is transferred absolutely to AECO Gas Storage. Customer hereby agrees that AECO Gas Storage shall have the right to set-off any amount payable by AECO Gas Storage in respect of the return of the cash against any obligation owed by Customer to AECO Gas Storage, howsoever arising and whether liquidated, unliquidated, due or coming due. The amount of cash shall be equal to:

- (i) In respect of each FSS Transaction, an amount equal to the Total Storage Demand Charge specified on Appendix FSS.
- (ii) In respect of each STS Transaction, an amount equal to the value of the Transaction under any reasonable set of assumptions.
- (d) Customer may propose some other form of Financial Assurance to secure its obligation under the AECO Hub Tariff, provided that AECO Gas Storage may reject at any time or accept such proposed Financial Assurance in its sole and absolute discretion.
- (e) Customer's obligation to maintain an Acceptable Credit Rating or, upon failing to do so, to provide Financial Assurance, shall continue for so long as the Parties are bound by the AECO Hub Tariff and any Transaction entered into hereunder and Customer's obligation to do so shall terminate when Customer has performed or satisfied all of its obligations under every Transaction binding upon the Parties, whereupon AECO Gas Storage shall return to Customer any Financial Assurance then remaining in its possession.

13.5 Where Customer has provided AECO Gas Storage Other Security Documents and AECO Gas Storage, in its sole and absolute discretion, determines that the Other Security Documents provided are no longer an acceptable form of credit, Customer shall provide Financial Assurances as listed in Section 13.4, or provide any additional Other Security Documents as directed by AECO Gas Storage. This obligation remains for as long as the Parties are bound by the Storage Services Agreement and all Transactions entered thereunder.

13.6 If Customer fails to comply with Section 13.5 AECO Gas Storage shall have all the rights and remedies available to it as if the Customer failed to maintain an Acceptable Credit Rating or provide Financial Assurances as otherwise provided in this Section 13.



13.7 If Customer is in Default, then, in addition to the rights AECO Gas Storage has pursuant to the provisions of the AECO Hub Tariff or otherwise available to AECO Gas Storage at law or in equity, AECO Gas Storage may take one or more of the following actions:

- (a) Draw upon the Letter of Credit held by AECO Gas Storage as security pursuant to Section 13.4(a) and apply the funds so drawn to pay any damages, debts, expenses, costs, assessments or liabilities of any nature whatsoever, including interest on unpaid amounts, payable by Customer to AECO Gas Storage pursuant to the provisions of the AECO Hub Tariff; or
- (b) Demand payment from the Guarantor pursuant to the Guarantee granted under Section 13.4(b); and/or
- (c) Realize on any security accepted by AECO Gas Storage pursuant to Section 13.4 (c) or (d).

13.8 Any notice required or permitted to be given by one Party to another pursuant to this Section 13 shall:

- (a) be given in writing; and
- (b) may be delivered by hand or transmitted in accordance with the particulars for notices set forth in the AECO Hub Tariff Notification Schedule; and

The Parties agree that the service of such notice shall not constitute a condition precedent to the exercise of any substantive rights created under this Section 13.

14. GAS QUALITY AND MEASUREMENT OF SERVICE

14.1 Except as otherwise provided below, all natural Gas delivered to AECO Gas Storage and all natural Gas delivered by AECO Gas Storage shall conform to the quality specifications of the Connecting Pipeline at the Service Commencement Point and the Service Termination Point.

14.2 AECO Gas Storage may agree to accept natural Gas, which differs from the quality specifications set forth above. The acceptance of non-conforming Gas shall not act as a continuing or future waiver of the quality specifications in this Section 14, nor require AECO Gas Storage to receive Gas of similar nonconforming quality in the future.

14.3 In the case of failure of the Gas to conform to any of the quality specifications the Gas deliveries thereof may be stopped by AECO Gas



Storage and notification to Customer will occur immediately after the fact. AECO Gas Storage shall not be liable to Customer for any loss, damage or harm suffered by Customer as a direct or indirect result thereof. Failure by either AECO Gas Storage or Customer to tender deliveries that conform to any of the applicable quality specifications shall not be construed to eliminate, or limit in any manner, the rights and obligations existing under any other provisions of the executed Storage Service Agreement.

14.4 AECO Gas Storage hereby expressly notifies Customer that it does not odorize the Gas delivered hereunder.

14.5 AECO Gas Storage will accept and deliver Customer's natural Gas at the prevailing pressure of the Connecting Pipeline system, provided that:

(a) the Parties agree that if AECO Gas Storage is required to accept Gas for delivery into storage from a Connecting Pipeline when the pressure on that Connecting Pipeline is less than the Minimum Pipeline Pressure, then for so long as such condition exists, the Maximum Daily Injection Quantity and/or the Maximum Daily Quantity, as the case may be will be adjusted downward without penalty as determined by AECO Gas Storage acting reasonably.

(b) the Parties agree that if AECO Gas Storage is required to redeliver Gas from storage to a Connecting Pipeline when the pressure on that Connecting Pipeline is in excess of the Maximum Pipeline Pressure, then for so long as such condition exists, the Maximum Daily Withdrawal Quantity and/or the Maximum Daily Quantity, as the case may be will be adjusted downwards, without penalty as determined by AECO Gas Storage acting reasonably.

(c) AECO Gas Storage shall make all such adjustments equitably among Customer and all other customers to whom AECO Gas Storage owes an obligation to provide Service and who are affected in a manner similar to Customer by such conditions of pressure on a Connecting Pipeline.

14.6 Gas delivered by one Party to the other hereunder shall be measured as to volume and energy and shall be expressed to Customer and AECO Gas Storage as a scheduled energy on that Connecting Pipeline. The Parties shall accept such measurement and any adjustments thereof for all purposes. If any energy to volume and/or volume to energy estimates or conversions must be made for any purpose hereunder, such conversions shall be calculated in accordance with such Connecting Pipeline's approved operating procedures.



15. CONTINUITY OF SERVICE, ALLOCATION OF CAPACITY

- 15.1 In respect of Requests for Service commencing at any Effective Time, AECO Gas Storage shall give the highest priority to Requests for FSS Service, which may require previously accepted Requests for STS Service for those Effective Times to be reduced or rejected.
- 15.2 If at any time, physical capacity at the AECO Hub is insufficient to satisfy all Requests assigned to any service level, then the quantity of each Request will be reduced in proportion to the physical capacity available to that service level, as per section 15, divided by the total quantity of Requests for that Gas Day assigned to that same service level. Nothing in this Section 15 shall be construed to relieve AECO Gas Storage of any obligation otherwise owed to Customer to provide it Service pursuant to the terms of any Transaction entered into by the Parties.

16. MISCELLANEOUS

- 16.1 Customer may not assign any Transaction, nor any interest therein, without the prior written consent of AECO Gas Storage, which consent shall not be unreasonably withheld. Customer will not be relieved of any of its obligations under the AECO Hub Tariff, unless and until AECO Gas Storage expressly consents thereto by notice in writing signed by a duly authorized officer. The AECO Hub Tariff shall bind and enure to the benefit of the successors and permitted assigns of Customer.
- 16.2 Nothing in the Storage Service Documents shall prohibit a Party from pledging or hypothecating any interest given it pursuant to the Storage Service Documents as security for its indebtedness, but such pledge or hypothecation shall not serve to amend the provisions of the Storage Service Documents.
- 16.3 The provisions of the AECO Hub Tariff shall not restrain a Party from assigning, transferring or granting any interest in its rights hereunder to an Affiliate; provided that the assigning Party shall not be relieved of its obligations hereunder unless and until it obtains the express approval of the other Party. Notwithstanding the foregoing, AECO Gas Storage may assign all its rights and obligations owing to Customer pursuant to any Transactions entered into pursuant to the AECO Hub Tariff to an Affiliate which succeeds to all or substantially all of its interests in the AECO Hub or any business unit or portion thereof.
- 16.4 The AECO Hub Tariff and the terms and conditions of any Transaction, set forth the full and complete understanding of the Parties in respect of the Services to be provided. Any prior or collateral agreement, whether



- expressed or implied pertaining to the subject matter hereof is void and of no force or effect. Any waiver by one Party of the non-performance by the other of any obligation or duty owed under the AECO Hub Tariff will not constitute a waiver of any future non-performance by that Party of that duty or obligation.
- 16.5 The AECO Hub Tariff will be governed by and interpreted in accordance with the laws in force in the province of Alberta and the Parties irrevocably submit to the courts having jurisdiction in the province of Alberta. The AECO Hub Tariff and the rights and obligations of the Parties are subject to all present and future laws, rules, regulations, and orders having application enacted by any legislative body having jurisdiction or other duly constituted governmental authority including, without restricting the generality of the foregoing, Section 15 of the *Warehouse Receipts Act*, (Alberta).
- 16.6 In the event of any change in applicable law or regulations or the interpretation thereof by any court of law or other governing body of competent jurisdiction subsequent to the effective date of any of the Storage Service Documents, performance of any provision of the AECO Hub Tariff or Storage Service Documents or any Transaction contemplated shall become impracticable or impossible, Customer and AECO Gas Storage shall use commercially reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such provision. Should the Parties be unable to agree on alternative means contemplated herein, the matter shall be deemed at Dispute and Section 17 shall apply.
- 16.7 AECO Gas Storage may at any time and in any manner terminate, modify by revision, amend, supplement or otherwise change this AECO Hub Tariff or any part thereof.
- 16.8 The headings used throughout the AECO Hub Tariff are inserted for reference purposes only and are not to be considered or taken into account in construing any terms or provision nor treated as in any way qualifying, modifying or explaining any term or provision.
- 16.9 Any provision of the AECO Hub Tariff that is found in whole or in part to be illegal or unenforceable will be treated as not having been written and the remainder of the AECO Hub Tariff will remain fully enforceable.
- 16.10 In interpreting the AECO Hub Tariff, words in the singular will be read and construed in the plural and words in the plural will be read and construed in the singular, where the context so requires.



- 16.11 By entering into or performing its obligations pursuant to any Transaction entered into hereunder, Customer does not acquire any right or title to or interest in the AECO Hub.
- 16.12 If any amendment is made to the transportation tariff of a Connecting Pipeline that has a material effect on the provision of a Service by AECO Gas Storage, then AECO Gas Storage by written notice to Customer may change the provisions of the AECO Hub Tariff as reasonably necessary as a result of that amendment to such transportation tariff.
- 16.13 The contents of all Transactions entered into by the Parties shall be kept confidential by each, except to the extent that any information must be disclosed to a third party as required by law, for either Party's financial needs, or for the purpose of effectuating a Transaction. Notwithstanding the provisions of this Section 16.13, AECO Gas Storage shall be at liberty to release when required by law or when so directed by any regulatory agency having jurisdiction, any and all details concerning the provision of Service to Customer, including without limitation, the details of any Transaction entered into between Customer and AECO Gas Storage and the particulars of Customer's Inventory Account. AECO Gas Storage shall take all reasonable steps to ensure that such regulatory agency treats Customer's Confidential Information as commercially sensitive and confidential.
- 16.14 In connection with the AECO Hub Tariff and any Transactions governed thereby, each Party shall execute and deliver any additional documents and instruments and perform any additional acts that may be necessary or appropriate to effectuate and perform the provisions of the AECO Hub Tariff and any Transactions.

17. DISPUTE RESOLUTION

- 17.1 In the event of any dispute arising out of or relating to this Agreement ("Dispute"), the Parties shall use all reasonable efforts to settle such Dispute by amicable good faith negotiations.
- 17.2 The Parties shall attempt to resolve any Dispute using commercially reasonable efforts and acting in good faith to cause appropriate level representatives of each Party to meet in person within 14 Business Days of either Party giving the other Party written notice stating that a dispute exists and describing the dispute in reasonable detail.
- 17.3 All information exchanged during these negotiations and any subsequent mediation shall be regarded as "without prejudice" communications for the purpose of settlement and shall be treated as confidential by the parties and their representatives, unless otherwise required by law.

- However, evidence that is independently admissible or discoverable shall not be rendered inadmissible or non-discoverable by virtue of its use during Dispute resolution.
- 17.4 If the Parties are unable to resolve some or all of the issues in dispute through negotiations within that 14 Business Days period (which may be extended by mutual agreement between the parties, then the Parties agree to mediation of the Dispute in accordance with this Section 17 before resorting to litigation or some other dispute resolution procedure. Written notice of intent to mediate will be promptly submitted to the other Party and shall specify the issues in dispute.
- 17.5 The Parties agree to jointly select a mediator. If the Parties cannot agree on the choice of a mediator within 21 Business Days from the date of the notice of intent to mediate, then a mediator will be chosen, upon application of the Parties, by the ADR Institute of Canada.
- 17.6 The Parties shall jointly select a date for the mediation and if they cannot agree shall defer to the mediator to set a date. Parties agree to exchange all information on which they intend to rely no later than 10 Business Days prior to the date set for mediation. After the exchange of information the mediator will give directions for further conduct of the mediation.
- 17.7 It is agreed that the mediator will neither represent nor testify on behalf of any Parties in any subsequent legal proceeding between the parties or where they are opposed in interest. It is further agreed that the personal notes and written opinions of the mediator made in relation to this mediation are confidential and may not be used in any subsequent proceeding between the Parties or where they are opposed in interest.
- 17.8 Each Party shall be responsible for their own costs for complying with this section. Any common costs incurred shall be shared equally.
- 17.9 Either party may terminate the mediation at any time.
- 17.10 In the event that no agreement is reached, or is reached on some issues only, the mediator shall promptly provide a report to the parties stating only that no agreement was reached on some or all of the outstanding issues.
- 17.11 During the course of the mediation, the parties agree to take no new steps in any legal proceeding between them which concerns the same matter as is the subject of this mediation.



17.12 Where there exist multiple and contemporaneous disputes, claims, questions or disagreements related to this AECO Hub Tariff, any Transaction, or any related document, the resolution of Dispute(s) shall be combined in a single mediation hereunder, unless the mediator resolving such Dispute(s) determines that it is impracticable to so combine resolutions.



II. FIRM STORAGE SERVICE

SCHEDULE FSS

1. GENERAL

- 1.1 In order to receive Service under this schedule, Customer must execute and deliver to AECO Gas Storage a Storage Services Agreement (Sample Form A) and enter into a Transaction as evidenced by an Appendix FSS (Sample Form B).
- 1.2 All Service under this Service Schedule is subject to the provisions of AECO Hub Tariff including the Conditions and Use of MyHUBAccount.
- 1.3 Terms defined in the General Terms and Conditions will have the same meanings in this Service Schedule, unless expressly indicated otherwise and agreed to by both Parties in writing.

2. TRANSACTIONS AND NOMINATIONS

- 2.1 From time to time, Customer and AECO Gas Storage may enter into one or more FSS Transactions. Each such agreement shall include at least those particulars required to complete an Appendix FSS. When the Parties agree to an FSS Transaction, the terms and conditions of the AECO Hub Tariff shall be incorporated by reference into such Transaction, whether or not specifically agreed to or acknowledged by each Party's representative. Customer and AECO Gas Storage may enter into an FSS Transaction by oral or written agreement, provided that unless a Party expressly provides that such Transaction is to be binding only when confirmed in writing, the provisions of the AECO Hub Tariff that apply to oral agreements shall govern.
- 2.2 The following shall apply to each Transaction entered into by oral agreement of the Parties:
 - (a) The Parties shall be legally bound to such Transaction from the time they agree and each Party may rely upon the agreement then made.
 - (b) Following the Parties making an oral agreement, AECO Gas Storage shall confirm the Transaction so agreed to by sending Customer a notice in the form of an Appendix FSS completed to include the terms of such Transaction; provided that the failure to send such confirmation notice shall not invalidate the oral agreement of the Parties. Such notice must be in writing and sent by mutually agreeable electronic means.



- (c) Each Party acknowledges that the other may record the conversations between their representatives and hereby consents thereto. Any such recording of an oral agreement shall be considered a “writing” and to have been “signed” for the purposes of proving such agreement, and each Party waives any right it may have to dispute the admissibility of such recording in any enforcement or other legal proceedings.
- 2.3 The following provisions apply to each Transaction which a Party expressly stipulates is to be binding only when confirmed upon written agreement of the Parties:
- (a) Following their reaching an agreement, AECO Gas Storage shall confirm the Transaction so agreed to by sending Customer a notice in the form of an Appendix FSS completed to include the terms of such Transaction. Such notice must be in writing and sent by mutually agreeable electronic means.
 - (b) Unless Customer objects by notice in writing given to AECO Gas Storage before the end of the next Business Day following the day on which AECO Gas Storage confirms in writing and sent by mutually agreeable electronic mean the notice in the form of an Appendix FSS pursuant to Section 2.1, such Appendix FSS shall be accepted as correct by and binding upon both Parties in accordance with its terms whether or not in fact executed by either Party or both Parties.
 - (c) If the notice, in the form of an Appendix FSS, sent by AECO Gas Storage is materially different from Customer’s understanding of the Transaction agreed to, Customer shall notify AECO Gas Storage in writing and sent by mutually agreeable electronic means no later than the next Business Day following AECO Gas Storage giving such notice (the “Confirmation Deadline”). The failure of Customer to so notify AECO Gas Storage before the Confirmation Deadline constitutes Customer’s agreement to the terms of the Transaction described in such notice. If Customer gives such notice before the Confirmation Deadline then such notice, sent by AECO Gas Storage in the form of an Appendix FSS, shall not be binding until or unless such differences are resolved in accordance with Section 2.4 hereof.
- 2.4 In the event of a conflict among (i) the oral agreement of the Parties entered into pursuant to Section 2.2 hereof as evidenced by a voice recording of such agreement; (ii) a notice given pursuant to Section 2.2(b) or 2.3(a); (iii) the terms and conditions of this Service Schedule; and (iv) the General Terms and Conditions; such conflict shall be resolved by



giving preference to the terms of items (i) through (iv) respectively, in the priority sequence as listed in this sentence.

- 2.5 The following transaction procedures will apply between the Parties:
- (a) Customer may access the services provided for in this Service Schedule by following the transaction procedures relating to Requests, Nominations and Confirmations, as set out the General Terms and Conditions and in this Service Schedule.
 - (b) Customer may Request injection of Gas on any Gas Day in a quantity up to the Maximum Daily Injection Quantity. Customer may Request withdrawal of Gas on any Gas Day in a quantity up to the Maximum Daily Withdrawal Quantity.
 - (c) Notwithstanding the foregoing provisions of this Section 2.5, AECO Gas Storage is not required to accept any Request which would result in Customer's Inventory Account having a negative balance or a balance exceeding the maximum Inventory Capacity.

3. DELIVERY AND REDELIVERY OF GAS

- 3.1 Customer and AECO Gas Storage each have a firm obligation to deliver and accept Gas in accordance with any Request duly made by Customer, when accepted by AECO Gas Storage in accordance with its obligations under the Transaction in question, and when the corresponding Nomination is confirmed by the Connecting Pipeline. Any failure by either Party to discharge such obligation shall be deemed a Delivery Default and subject to Liquidated Damages as described in Section 8 of the General Terms and Conditions.
- 3.2 Notwithstanding that a Request for Service under this Service Schedule has been duly made by Customer and accepted by AECO Gas Storage, AECO Gas Storage may curtail or interrupt that Service in whole or in part subject to Section 4 of this Schedule FSS or if it is restrained because of Force Majeure from performing its obligations; provided it complies with the requirements pertaining to Force Majeure set out the AECO Hub Tariff.

4. REDUCTIONS, ALLOCATIONS

- 4.1 On any Gas Day, AECO Gas Storage may reduce Customer's Request for Service duly made hereunder, in whole or in part, without penalty, in order to perform planned or unplanned maintenance, repairs, additions or modifications to any of the pipeline, the storage wells, or the equipment and plant comprising the AECO Hub (the "Curtailment

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Allowance”); provided that, AECO Gas Storage shall use reasonable efforts to give 15 days prior written notice thereof, where the activity in question is pre-planned. Over any period of 365 consecutive Gas Days, the sum of every Curtailment Allowance made use of by AECO Gas Storage shall not exceed 100%, where the Curtailment Allowance made use of on any Gas Day is expressed as a percentage determined according to the following formula:

$$CA\% = \frac{(CR_t - CM_t)}{CR_t} \times 100/14$$

Where:

- t denotes the Gas Day in question;
- CR_t is Customer's Request, duly made for that Gas Day in accordance with the AECO Hub Tariff; and
- CM_t is Customer's Request for that Gas Day, after being reduced solely as a result of AECO Gas Storage making use of the Curtailment Allowance.

4.2 If for any reason, including Force Majeure, AECO Gas Storage is unable at any time to fully comply with all Requests for Firm Storage Service duly made by Customer and all other Persons to whom AECO Gas Storage is then obligated to provide Firm Storage Service then AECO Gas Storage will allocate among the FSS Service, any Physical Capacity it then has to meet such Requests in accordance with the following:

- (a) in the case of injection capacity: pro rata to each firm storer according to the ratio of its Maximum Daily Injection Quantity to the Maximum Daily Injection Quantity of all FSS Service; and
- (b) in the case of withdrawal capacity: pro rata to each firm storer according to the ratio of its Maximum Daily Withdrawal Quantity to the Maximum Daily Withdrawal Quantity of all FSS Service.

4.3 Customer acknowledges and agrees that from time to time, AECO Gas Storage has a Physical Capacity position with FSS Service at the AECO Hub and for all purposes, this position will be treated the same as all other FSS Service.



5. SERVICE FEES

5.1 Customer will pay the fees and charges described in this Schedule FSS Section 5 and specified on Appendix FSS for the Services provided under this Service Schedule.

5.2 The amount payable each Gas Month by Customer pursuant to this Service Schedule shall be equal to the sum of:

- (a) The product of the Injection Commodity Rate and the quantity of Gas delivered by or on behalf of Customer at the Service Commencement Point and credited to Customer's Inventory Account during that Gas Month.
- (b) The product of the Withdrawal Commodity Rate and the quantity of Gas delivered to or on behalf of Customer at the Service Termination Point and deducted from Customer's Inventory Account during that Gas Month.
- (c) The Monthly Storage Demand Charge applicable to the Billing Month.
- (d) The sum of Customer's share of fuel charges for the Gas Month, calculated for each Gas Day as follows:

Where Appendix FSS specifies Fuel Charges are based on "a fixed % of".

$$FC = SP \times F\% \times CN$$

Where:

- FC means the fuel charge for that Gas Day;
- SP means the Service Commencement Point Price Index or the Service Termination Point Price Index as the case may be in or in the event the Canadian Gas Price Reporter is not available for a specific period the price per GJ at "TCPL Alberta, AECO-C* Midpoint" from the Daily Price Survey as published by Gas Daily;
- CN means the amount of Customer's nomination confirmed by the Connecting Pipeline;
- F% means the percentage of fuel specified on Appendix FSS.

- (e) All other fees, charges, damages, and other amounts payable in accordance with the AECO Hub Tariff for that Gas Month, or as specified on Appendix FSS.



5.3 Customer acknowledges that AECO Gas Storage has entered into a series of "Schedules of Service, Rate Schedule FCS" with NGTL to accommodate deliveries to and from the AECO Hub, one of the terms of which requires that a stipulated minimum annual volume be injected into the AECO Hub each year or that a penalty be paid for failing to do so. Accordingly, Customer agrees that during every rolling 12 consecutive month period, commencing at the start of the Term, it shall Nominate for injection into the Storage Facility, a minimum quantity of natural Gas equal to 10% of the sum of the Maximum Daily Injection Quantity in effect for each day of such period, (the "Minimum Annual Injection Quantity" or "MAIQ"). Should Customer fail to so Nominate, it shall be liable for and indemnify AECO Gas Storage in respect of its pro rata share of the penalty NGTL assesses AECO Gas Storage, if any, pursuant to such "Schedule of Service, Rate Schedule FCS". If any such penalty shall be levied by NGTL, it shall be paid solely by those customers who do not Nominate their respective MAIQ, each of whom shall bear a pro rata share of such penalty, calculated pursuant to the following formula:

$$\text{Customer's share of penalty} = \text{CDQ} / \sum \text{CDQ}$$

Where:

CDQ = Customer's MAIQ – sum of Customer's actual injection nominations; and

$\sum \text{CDQ}$ = sum of the CDQs of all customers who do not Nominate their respective MAIQ.



III. SHORT TERM STORAGE SERVICE

SCHEDULE STS

1. GENERAL

- 1.1 In order to receive Service under this schedule, Customer must execute and deliver to AECO Gas Storage a Storage Services Agreement (Sample Form A) and enter into a Transaction as evidenced by an Appendix STS (Sample Form C).
- 1.2 All Service under this Service Schedule is subject to the provisions of AECO Hub Tariff and the Conditions of Use of MyHUBAccount.
- 1.3 Terms defined in the General Terms and Conditions will have the same meanings in this Service Schedule, unless expressly indicated otherwise and agreed to by both Parties in writing.

2. TRANSACTIONS AND NOMINATIONS

- 2.1 From time to time, Customer and AECO Gas Storage may enter into one or more STS Transactions. Each such agreement shall include at least those particulars required to complete an Appendix STS. When the Parties agree to an STS Transaction, the terms and conditions of the AECO Hub Tariff shall be incorporated by reference into such Transaction, whether or not specifically agreed to or acknowledged by each Party's representative. Customer and AECO Gas Storage may enter into an STS Transaction by oral or written agreement, provided that unless a Party expressly provides that such Transaction is to be binding only when confirmed in writing, the provisions of the AECO Hub Tariff that apply to oral agreements shall govern.
- 2.2 The following provisions apply to each Transaction entered into by oral agreement of the Parties:
 - (a) The Parties shall be legally bound to such Transaction from the time they agree and each Party may rely upon the agreement then made.
 - (b) Following the Parties making an oral agreement, AECO Gas Storage shall confirm the Transaction so agreed to by sending Customer a notice in the form of an Appendix STS completed to include the terms of such Transaction; provided that the failure to send such notice shall not invalidate the oral agreement of the Parties. Such notice must be in writing and sent by mutually agreeable electronic means.



- (c) Each Party acknowledges that the other may record the conversations between their representatives and hereby consents thereto. Any such recording of an oral agreement shall be considered “writing” and to have been “signed” for the purposes of proving such agreement and each Party waives any right it may have to dispute the admissibility of such recording in any enforcement or other legal proceedings.

- 2.3 The following provisions apply to each Transaction which a Party expressly stipulates is to be binding only when confirmed upon written agreement of the Parties:
 - (a) Following their reaching such agreement, AECO Gas Storage shall confirm the Transaction so agreed to by sending Customer a notice in the form of an Appendix STS completed to include the terms of such Transaction. Such notice must be in writing and sent by mutually agreeable electronic means.
 - (b) Unless Customer objects by notice in writing given to AECO Gas Storage before the end of the next Business Day following the day on which AECO Gas Storage Confirms the Appendix STS pursuant to Section 2.1, such Appendix STS shall be accepted as correct by and binding upon both Parties in accordance with its terms, whether or not in fact executed by either Party or both Parties.
 - (c) If the notice, in the form of an Appendix STS, sent by AECO Gas Storage is materially different from Customer’s understanding of the Transaction agreed to, Customer shall notify AECO Gas Storage in writing and sent by mutually agreeable electronic means no later than the next Business Day following AECO Gas Storage giving such notice (the “Confirmation Deadline”). The failure of Customer to so notify AECO Gas Storage before the Confirmation Deadline constitutes Customer's agreement to the terms of the Transaction described in such notice. If Customer gives such notice before the Confirmation Deadline, then such notice, sent by AECO Gas Storage in the form of an Appendix STS, shall be binding until or unless such differences are resolved in accordance with Section 2.4 hereof.

- 2.4 In the event of a conflict among (i) the oral agreement of the Parties entered into pursuant to Section 2.2 hereof as evidenced by a voice recording of such agreement; (ii) a notice given pursuant to Section 2.2(b) or 2.3(a); (iii) the terms and conditions of this Service Schedule; and (iv) the General Terms and Conditions; such conflict shall be resolved by giving preference to the terms of items (i) through (iv) respectively, in the priority sequence as listed in this sentence.



- 2.5 The following Nomination procedures will apply between the Parties:
- (a) Customer may access the services provided for in this Service Schedule by following the procedures relating to Nominations and Deliveries, as set out the General Terms and Conditions and in this Service Schedule.
 - (b) Customer may Nominate for injection and or withdrawal of Gas on any Gas Day in a quantity up to the Maximum Daily Quantity or Minimum Daily Quantity, as the case may be, and as specified on Appendix STS.
 - (c) Notwithstanding the foregoing provisions of this Section 2.5, AECO Gas Storage is not required to accept any Nomination which would result in Customer's Inventory Account exceeding the maximum Inventory Capacity.

3. DELIVERY AND REDELIVERY OF GAS

- 3.1 Customer and AECO Gas Storage each have a firm obligation to deliver and accept Gas in accordance with any Nomination duly made by Customer and accepted by AECO Gas Storage and any failure to discharge such obligation shall be deemed a Delivery Default and subject to Liquidated Damages as described in Section 8 of the General Terms and Conditions.
- 3.2 Notwithstanding that a Nomination for Service under this Service Schedule has been duly made by Customer and accepted by AECO Gas Storage, AECO Gas Storage may curtail or interrupt that service in whole or in part subject to Section 4 following in this Schedule STS or if it is restrained from performing its obligations because of Force Majeure and it complies with the requirements pertaining to Force Majeure set out in the General Terms and Conditions.

4. REDUCTIONS, ALLOCATIONS

- 4.1 If during the Term of an STS Transaction, there are no existing FSS Transactions in effect between Customer and AECO Gas Storage that reference the same Inventory Account, then the following obligations shall be applicable:
- (a) For service rendered at the Service Commencement Point, AECO Gas Storage is not required to accept any Request, which, if fulfilled, would result in the total quantity of Gas delivered or received pursuant to the Transaction exceeding, in absolute value,



the Total Contract Quantity as specified on the Appendix STS evidencing the Transaction.

- (b) AECO Gas Storage is not required to accept any Request which would result in Customer's Inventory Account exceeding the maximum Inventory Capacity.
- (c) For service rendered at the Service Termination Point, AECO Gas Storage is not required to accept any Request, which, if fulfilled, will result in the balance of Customer's Inventory Account exceeding, in absolute value, zero at the end of the Term of that Transaction.
- (d) AECO Gas Storage's right to not accept any Request, pursuant to STS Sections 4.1(a), (b) or (c) hereof, supersedes any obligation or right Customer may otherwise have to Request the Minimum Daily Quantity or the Maximum Daily Quantity or to exercise any Flex Discretion to which it is otherwise entitled, as specified on the Appendix STS evidencing the Transaction.

4.2 Flex Discretion shall be governed by the following provisions:

- (a) On the Appendix evidencing an STS Transaction, the Parties shall specify the Flex Quantity of either Party or both Parties in that Transaction, as well as the Minimum Daily Quantity and the Maximum Daily Quantity at either the Service Commencement Point, the Service Termination Point, or both.
- (b) If, pursuant to any Transaction, AECO Gas Storage has Flex Discretion, it may elect to reduce Customer's Request at the Service Commencement Point, the Service Termination Point, or both. If, pursuant to any Transaction, Customer has Flex Discretion, it may elect to Request less than the Maximum Daily Quantity at the Service Commencement Point, the Service Termination Point, or both, as applicable. Customer may not Request and AECO Gas Storage may not reduce Customer's Request at the Service Commencement Point, the Service Termination Point, or both, as applicable, to an amount less than the Minimum Daily Quantity. Customer shall not request an amount greater than the Maximum Daily Quantity.
- (c) If on any Gas Day AECO Gas Storage exercises Flex Discretion hereunder, the Flex Quantity at the Service Commencement Point, the Service Termination Point, or both, as applicable, to which it is entitled in the Transaction in question shall be reduced by the quantity duly Requested by Customer on that Gas Day but not



served by AECO Gas Storage due to such exercise of Flex Discretion. If on any Gas Day, Customer exercises Flex Discretion hereunder, the Flex Quantity at the Service Commencement Point, the Service Termination Point, or both, as applicable, to which it is entitled in the Transaction in question shall be reduced by the amount the Maximum Daily Quantity exceeds the quantity in fact Requested by Customer on that Gas Day.

- (d) When a Party's Flex Quantity at the Service Commencement Point, the Service Termination Point, or both, as applicable, in any Transaction equals zero, that Party may no longer exercise Flex Discretion in that Transaction at that point. A Delivery Default by either Party is subject to Liquidated Damages as described in Section 8 of the General Terms & Conditions.

5. RATES AND SERVICE FEES

- 5.1 Customer will pay to AECO Gas Storage, or AECO Gas Storage will pay to Customer, the STS Service Charge, as calculated pursuant to the Appendix STS evidencing each Transaction, for the Services provided or to be provided under this Service Schedule.
- 5.2 The STS Service Charge shall be based on either a Total Contract Quantity, commodity or inventory basis, as specified on the Appendix STS evidencing the Transaction between the Parties.
 - (a) If based on the Total Contract Quantity, then the STS Service Charge for any Gas Month is equal to the STS Service Rate times the Total Contract Quantity divided by number of months comprising the Term of that Transaction, or
 - (b) If based on commodity, then the STS Service Charge for any Gas Month is equal to the STS Service Rate times the quantity of Gas Requested by Customer and accepted by AECO Gas Storage pursuant to that Transaction during that Gas Month at the Service Commencement Point, the Service Termination Point or both as applicable, or
 - (c) If based on inventory, then the STS Service Charge for any Gas Month is equal to the STS Service Rate times the maximum Inventory Capacity divided by the number of months comprising the Term of that Transaction.



IV. MyHUBACCOUNT

1. GENERAL

- 1.1 MyHUBAccount allows Parties to electronically transmit, receive and accept Request instructions and other related data.
- 1.2 Requests transmitted through MyHUBAccount shall be governed by this Tariff in the same manner as any conventional paper transaction.
- 1.3 MyHUBAccount services are available to customer at no additional charge beyond the amount of consideration set out in the Storage Service Documents to be paid by Customer to AECO Gas Storage.
- 1.4 Nothing in this Tariff requires or compels a Customer to utilize MyHUBAccount to facilitate a transaction.
- 1.5 Use of MyHUBAccount is governed by the Conditions of Use found at <https://myhubaccount.rockpointgs.com>.
- 1.6 The parties agree that as between them each Document that is received by the Receiver shall be deemed to constitute a memorandum in writing signed and delivered by or on behalf of the Sender thereof for the purposes of any statute or rule of law that requires a contract to be evidenced by a written memorandum or to be in writing, or requires any such written memorandum to be signed or signed and delivered. Each Party acknowledges that in any legal proceedings between them respecting or in any way relating to a Request it hereby expressly waives the right to raise any defense or waiver of liability based upon the absence of a memorandum in writing or of a signature.
- 1.7 AECO Gas Storage shall provide access information to Customer to enable Customer to access MyHUBAccount. Title in and to MyHUBAccount is not transferred to Customer under this tariff and shall remain at all times with AECO Gas Storage.
- 1.8 Customer shall provide and maintain at its own risk and expense a telecommunications line, an Internet Service Provider (ISP) and an Internet software suitable for accessing MyHUBAccount. Customer shall be fully responsible for all costs associated with, and the performance of any such, third party materials or third party ISP with which it may contract.
- 1.9 AECO Gas Storage grants to each Customer an non-exclusive, non-transferable, limited term license to use MyHUBAccount, solely for the purpose set out in this section and for no other purpose. Customers



may not copy, disclose, modify, reverse assemble or reverse compile, translate or convert to human readable form or alter in any way the Software in whole or in part, nor rent, lease or sublease, license or sublicense, transfer, assign, grant access to or distribute MyHUBAccount to any person or entity for any purpose without AECO Gas Storage's express prior written consent, which may be withheld by AECO Gas Storage in its sole discretion.

- 1.10 Each Party shall take reasonable steps to prevent unauthorized access to and use of any portion of MyHUBAccount, including unauthorized access through the Party's third party Internet Service Provider, that is under its control. AECO Gas Storage shall provide Customer with user identification and a password for each duly authorized person that Customer identifies. Passwords are provided solely as an administrative convenience to Customer and AECO Gas Storage holds no responsibility for the use of such identifications and passwords once provided to Customer. Customer will be solely responsible and liable for all access to and use of MyHUBAccount by persons using the identifications and passwords. Customer will promptly notify AECO Gas Storage of any unauthorized disclosure or use of the identification and passwords.

2. LIABILITY AND INDEMNITY

- 2.1 Customer hereby acknowledges and agrees that the use of an internet-based business solution such as MyHUBAccount is reliant upon hardware, software and processes over which AECO Gas Storage has little or no control. Accordingly, AECO Gas Storage shall not be responsible or liable for:
 - (a) impairments in document transmission caused by acts within the control of customer or its personnel;
 - (b) interoperability of customer applications;
 - (c) inability of customer to access or interact with MyHUBAccount through the internet, other networks or users that comprise the internet or the informational or computing resources available through the internet;
 - (d) interaction with or services performed by other service providers, networks, users or informational or computing resources through the internet; or
 - (e) performance impairments caused by the internet customer is hereby liable to and shall indemnify AECO Gas Storage against all actions, proceedings claims demands and costs which may be

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brought against AECO Gas Storage arising directly or indirectly out of customer use or misuse of MyHUBAccount.

2.2 MyHUBAccount is provided to customer on an “as is” basis without warranties of any kind, either express or implied, including, without limitation, warranties of title or implied warranties or conditions of merchantability or fitness for particular purpose other than those warranties or conditions which are implied by law and incapable of exclusion, restriction or modification.

2.3 Documents Approved for Transmittal

The Parties may send the following documents via MyHUBAccount.

1. Inventory Account Activity
2. Transaction History

The Standard for the exchange of Documents between Parties via MyHUBAccount shall be the Hypertext Transmission Protocol Secure (HTTPS) standard and information shall be encrypted using Transport Security Layer (TLS) protocol.



- V. SAMPLE FORMS**
- A. STORAGE SERVICES AGREEMENT
- B. APPENDIX FSS
- C. APPENDIX STS
- D. FORM OF LETTER OF CREDIT
- E. FORM OF GUARANTEE



STORAGE SERVICES AGREEMENT FORM "A"

THIS STORAGE SERVICES AGREEMENT EFFECTIVE AS OF <COMMENCE DATE>, BETWEEN:

<COMPANY NAME>
("CUSTOMER")

- and -

AECO GAS STORAGE PARTNERSHIP
("AECO GAS STORAGE")

RECITALS:

- A. AECO Gas Storage has developed certain facilities known as the AECO Hub which permit AECO Gas Storage to provide Services to Customer.
- B. Customer wishes to use some or all of those Services; and
- C. This Storage Services Agreement (the "Agreement") establishes how those Services will be provided.

AECO GAS STORAGE AND CUSTOMER AGREE AS FOLLOWS:

1. DEFINITIONS

- 1.1 Defined terms used in this Agreement have the meaning given to them in the General Terms and Conditions of the AECO Hub Tariff. Whenever reference is made to the "AECO Hub Tariff", whether in this Agreement or in connection with any Transaction entered into on or after the Effective Date of this Agreement, it shall mean the AECO Hub Tariff in effect at the beginning of the Term of any Transaction.

2. REPRESENTATIONS AND WARRANTIES

- 2.1 Customer represents and warrants to AECO Gas Storage as follows, and such representations and warranties shall survive for the benefit of AECO Gas Storage and are ratified and confirmed upon entering into each and every Transaction under the AECO Hub Tariff:



- (a) Customer is duly formed and validly existing under the laws of its incorporating jurisdiction and is duly qualified to carry on business in all jurisdictions in which it carries on business; and
- (b) The execution of this Agreement and the AECO Hub Tariff does not violate any law, regulation, or order or Customer's articles of incorporation or bylaws and does not breach any agreement to which Customer is a party; and
- (c) To the knowledge of Customer there are no actions, claims or proceedings threatened against or affecting Customer which might materially affect any of the Transactions contemplated in this Agreement and the AECO Hub Tariff, or which might affect Customer's ability to meet its financial obligations under the AECO Hub Tariff.

3. TERM

- 3.1 This Storage Services Agreement, made effective as of the date first above written, creates the contractual relationship between AECO Gas Storage and Customer for entering into Transactions utilizing the Services. From time to time there may be no Services provided, or no Transactions then in effect, in which case, this Storage Services Agreement will continue until either Party delivers a written termination notice to the other Party. That notice will be effective at the commencement of the second Gas Month following the date it was given; provided that, if a Transaction is then in effect between AECO Gas Storage and Customer, this Storage Services Agreement shall only terminate after that Transaction is fully performed or terminated in accordance with its provisions.

4. AECO GAS STORAGE SERVICES

- 4.1 AECO Gas Storage will provide and Customer will utilize those Services that the Parties agree to from time to time, as confirmed by an Appendix evidencing the Transaction entered into by the Parties.
- 4.2 When a Transaction is agreed to by the Parties, the terms of the applicable Service Schedule will apply to that Transaction, except to the extent expressly modified by the express terms and conditions of the Appendix in question.
- 4.3 Subject to section 4.2 hereof, if there is any conflict between the terms of this Agreement and the Conditions of Use of MyHUBAccount, the AECO Hub Tariff or the terms of any Service Schedule then in effect between the Parties, the terms of this Agreement shall prevail.



- 4.4 If there is any conflict between the Conditions of Use of MyHUBAccount and the terms of the Tariff or the terms of any Service Schedule then in effect between the Parties, the Conditions of Use of MyHUBAccount shall prevail.
- 4.5 If there is any conflict between the terms of any Service Schedule then in effect between the Parties and the Tariff, the terms of the Service Schedule shall prevail.
- 4.6 Each Party expressly consents to the recording of telephone conversations between the Parties concerning oral agreements for Transactions. Each Party hereby waives any objection based on the recording of such telephone conversations and to the admissibility of such a recording in a proceeding concerning the agreement before a court, arbitrator, mediator, or administrative agency.

5. AECO HUB TARIFF / MyHUBAccount

- 5.1 The AECO Hub Tariff, applies to and is incorporated by reference into this Agreement and all Transactions which are entered into from time to time by Customer and AECO Gas Storage.
- 5.2 The AECO Hub Tariff and every Transaction entered into thereunder, shall at all times be subject to such changes or modifications by the Regulatory Agency as it may, from time to time, direct in the exercise of its jurisdiction.
- 5.3 The AECO Hub Tariff will be governed by and interpreted in accordance with the laws in force in the Province of Alberta without regard to the choice of law provisions thereof; and the Parties irrevocably submit to the courts having jurisdiction in the Province of Alberta.

IN WITNESS WHEREOF, the Parties have executed this Storage Services Agreement as of the date first above written.

<COMPANY NAME>

**AECO GAS STORAGE PARTNERSHIP
BY ITS MANAGING PARTNER
ROCKPOINT GAS STORAGE CANADA
LTD.**

PER: _____

PER: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

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NOTIFICATION SCHEDULE: NGTL SYSTEM

This Notification Schedule is attached to and forms part of the Storage Services Agreement entered into between <Company Name> and AECO Gas Storage Partnership as of <Commence Date>.

NOTICES TO AECO GAS STORAGE

NOTICES	REQUESTS AND NOMINATIONS	PAYMENTS
AECO Gas Storage Partnership 400, 607 – 8 th Avenue S.W. Calgary, AB, Canada T2P 0A7	AECO Gas Storage Partnership 400, 607 – 8 th Avenue S.W. Calgary, AB, Canada T2P 0A7	The Bank of Nova Scotia 4715 Tahoe Blvd. 3 rd Floor Mississauga, ON, Canada L4W 0B4 CAD Account No.: 12989 00588-15 USD Account No.: 12989 88095-18
Attn: Marketing	Attn: Legal	
		Attn: Scheduling
Tel: (403) 513-8600	Tel: 403-513-8600	Tel: (403) 513-8667
Fax: (403) 266-0636	Fax: 1-866-657-2857	Fax: (403) 266-0636
	Email: Legal@rockpointgs.com	Email: storage.controller@rockpointgs.com

NOTICES TO CUSTOMER

NOTICES	CONFIRMATIONS	PAYMENTS
Address	Address	Bank address
Attention	Attention	
Telephone	Telephone	
Fax	Fax	Account number

REQUEST TIMES, NOMINATION TIMES & EFFECTIVE TIMES

ALL TIMES ARE MOUNTAIN CLOCK TIME

REQUEST TIME FSS	REQUEST TIME STS	NOMINATION TIME	EFFECTIVE TIME
11:30 AM	11:30 AM	12:00 Noon	4:00 PM
3:30 PM	3:30 PM	4:00 PM	8:00 PM
4:00 PM	4:00 PM	4:30 PM	8:00 AM Next Day

PIPELINE OPERATING PARAMETERS

Minimum Pipeline Pressure	650 psi
Maximum Pipeline Pressure	890 psi

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APPENDIX FSS FORM “B”

AECO Gas Storage Partnership, by its Managing Partner Rockpoint Gas Storage Canada Ltd. (“AECO Gas Storage”) and <Company Name> (“Customer”) hereby agree to the terms of this Appendix FSS, which is incorporated within the previously executed Storage Services Agreement dated _____ and further agree to the additional provisions contained in this Appendix FSS.

1. Term: <Commencement Date> to <End Date>, subject to the provisions of Service Schedule FSS.
Inventory Account: < _____ >

2. INVENTORY PROFILE:
Maximum Inventory: < ____ > GJ

Maximum Daily Injection Quantity:

From		To		Inventory Percent Range	Maximum Daily Injection Quantity (GJ) Formula
Inventory (GJ)	Maximum Daily Injection Quantity (GJ)	Inventory (GJ)	Maximum Daily Injection Quantity (GJ)		

Maximum Daily Withdrawal Quantity:

From		To		Inventory Percent Range	Maximum Daily Withdrawal Quantity (GJ) Formula
Inventory (GJ)	Maximum Daily Withdrawal Quantity (GJ)	Inventory (GJ)	Maximum Daily Withdrawal Quantity (GJ)		

Monthly Storage Demand Charge: \$< ____ >
Total Storage Demand Charge: \$< ____ >

3. INFORMATION RE SERVICE COMMENCEMENT POINT(S)

Connecting Pipeline	Service Commencement Point	Service Commencement Point Price Index	Designated Transportation Account

4. INFORMATION RE SERVICE TERMINATION POINT(S)

Connecting Pipeline	Service Termination Point	Service Termination Point Price Index	Designated Transportation Account

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5. COMMODITY AND OTHER RATES

Injection Commodity Rate	Withdrawal Commodity Rate	Fuel Charges

6. ADDITIONAL REMARKS

The Parties have entered into this Appendix FSS effective <Commencement Date>.

Important Note:
 This Appendix FSS will be final and binding in accordance with Section 2 of Service Schedule FSS unless Customer objects by notice in writing as per Section 2.3 of Schedule FSS. Signatures are not required to effect the binding nature of the Transaction set forth in this Appendix FSS.

<COMPANY NAME>

AECO Gas Storage Partnership, by its Managing Partner Rockpoint Gas Storage Canada Ltd.

PER: _____

PER: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

AECO File #:
 Transaction #:

Customer
 Company Code

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APPENDIX STS FORM “C”

AECO Gas Storage Partnership, by its Managing Partner Rockpoint Gas Storage Canada Ltd. (“AECO Gas Storage”) and <Company Name> (“Customer”) hereby agree to the terms of this Appendix STS, which is incorporated within the previously executed Storage Services Agreement dated _____ and further agree to the additional provisions contained in this Appendix STS.

- Term: <Commencement Date> to <End Date>, subject to the provisions of Service Schedule STS.
 Inventory Account: < _____ >
 Inventory Capacity: < # >
 Total Contract Quantity: < # >
 The STS Service Rate: <rate/index formula> payable by: <AECO Gas Storage/Customer>.
 The STS Service Charge shall be based on: <Total Contract Quantity / commodity / inventory>

NOTE: The STS Service Rate reflects the full cycle cost if based on commodity or Total Contract Quantity, then the STS Service Rate reflects the rate for quantities actually flowed in one direction only. Therefore, the full cycle cost will be double the STS Service Rate to reflect being charged for rates that have flowed in both directions.

- The following shall apply in respect of the Service Commencement Point:
 Service Commencement Point: < _____ >
 Service Commencement Point Price Index: < _____ >
 Connecting Pipeline: < _____ >
 Designated Transportation Account: < _____ >
 Flex Discretion: < N.A./AECO Gas Storage/Customer/Both >
 Customer’s Flex Quantity: <#>
 AECO Gas Storage’s Flex Quantity: <#>
 Minimum Daily Quantity: <#Refer to schedule below>
 Maximum Daily Quantity: <#Refer to schedule below>
 Delivery of Gas to: <AECO Gas Storage/Customer> from <Commencement Date> to < _____ >

For this transaction:

Start Date	End Date	Minimum and Maximum Daily Quantity GJ/day/month	Cumulative Monthly Quantity GJ

- The following shall apply in respect of the Service Termination Point:
 Service Termination Point: < _____ >
 Service Termination Point Price Index: < _____ >
 Connecting Pipeline: < _____ >
 Designated Transportation Account: < _____ >
 Flex Discretion: < N.A./AECO Gas Storage/Customer/Both >
 Customer’s Flex Quantity: <#/Total Contract Quantity less the Commencement Quantity >
 AECO Gas Storage’s Flex Quantity: <#>
 Minimum Daily Quantity: <Refer to schedule below>
 Maximum Daily Quantity: <Refer to schedule below>
 Delivery of Gas to: <AECO Gas Storage/Customer> from < _____ > to <End Date>

For this transaction:

Start Date	End Date	Minimum and Maximum Daily Quantity GJ/day/month	Cumulative Monthly Quantity GJ



AECO HUB TARIFF
VERSION 08-17

The Parties have accepted this Appendix STS effective <Commencement Date>.

Important Note: This Appendix STS will be final and binding in accordance with Section 2 of Service Schedule STS unless Customer objects by notice in writing as per Section 2.3 of Schedule STS. Signatures are not required to effect the binding nature of the Transaction set forth in this Appendix STS.

<COMPANY NAME>

AECO Gas Storage Partnership, by its Managing Partner Rockpoint Gas Storage Canada Ltd.

PER: _____

PER: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

AECO Gas Storage File Number:



LETTER OF CREDIT FORM "D"

LETTER OF CREDIT:

IRREVOCABLE STANDBY LETTER OF CREDIT

Bank Acceptable to AECO Gas Storage Partnership

Letter of Credit Reference No. _____

Beneficiary:

AECO Gas Storage Partnership
400, 607 – 8th Avenue SW
Calgary, AB T2P 0A7
Canada

Applicant:

<Customer>

Amount: [As per Section 13.4 (a) of the AECO Hub Tariff version 05-17]

Date of Expiry: [As per Section 13.4 (a) of the AECO Hub Tariff version 05-17]

We hereby establish our Irrevocable Standby Letter of Credit in your favour for the account of <Customer>, available by your drafts drawn at sight on The Bank of [must be acceptable to AECO Gas Storage Partnership], for any sum or sums not exceeding _____ (the "Amount") as noted above in Canadian Dollars. This Letter of Credit will expire at our counters on _____ (Expiry Date). Drafts are to be accompanied by:

- A. Statement signed by two purported officers of Rockpoint Gas Storage Canada Ltd. as Managing Partner of AECO Gas Storage stating that either:
 - I. "Payment has not been received (after giving effect to any applicable notice or grace period or both) and is due under invoice payment terms of the Storage Service Agreement dated _____"; or
 - II. "Customer has failed to provide a replacement Letter of Credit no later than thirty (30) days prior to the expiration of the then-effective Letter of Credit in accordance with its obligations pursuant to Section 13 of the General Terms and Conditions of

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the AECO Hub Tariff, whereupon AECO Gas Storage Partnership has the right to draw upon any expiring Letter of Credit to the full amount thereof and apply the funds so drawn in payment in whole or in part of the obligations of Customer under the AECO Hub Tariff."

- B. Attached to the Statement referenced in Section A(I) above, a copy of unpaid invoice(s) issued by AECO Gas Storage Partnership to Customer which sum to an amount equal to or exceeding the drawing amount; and
- C. Original of this Letter of Credit.

Except as otherwise stated herein, any charges or commission in respect to the payment of drafts under this Letter of Credit are for Applicant's account.

All drafts drawn under this Letter of Credit should bear the clause "Drawn under the (issuing bank name) Letter of Credit No. _____ dated _____"

Partial and multiple drawings under this Letter of Credit are acceptable.

We hereby agree with you that all drafts drawn under this Letter of Credit in accordance with its terms and conditions shall be duly honoured upon presentation and delivery of documents as specified.

Except as otherwise stated herein, this Letter of Credit is subject to the International Standby Practices 1998 ("ISP98"), ICC Publication 590. Any matters not addressed by the ISP98, ICC Publication 590 shall be governed by the laws of the Province of Alberta and Canadian federal laws applicable therein without reference to conflicts of laws principles, and the Parties hereby irrevocably agree to attorn to the non-exclusive jurisdiction of the courts of the Province of Alberta.

All Issuing Bank charges are for the account of the Applicant.

In the event of an act of God, riot, civil commotion, insurrection, war or any other cause beyond our control that interrupts our business and causes the location for presentation of this Letter of Credit to be closed for business on the last day for presentation, the expiry date of this Letter of Credit shall be automatically extended without amendment to a date thirty (30) calendar days after the place for presentation reopens for business.

This Letter of Credit may not be amended, changed or modified without the express written consent of the Beneficiary, the Issuing Bank and the Applicant.



AECO HUB TARIFF
VERSION 08-17

Typographical errors are not considered as discrepancies other than in value or quantity.

Counter Signature

Authorized Signature



GUARANTEE FORM “E”

GUARANTEE dated as of _____, 20___, made by [NAME OF ACCEPTABLE SPONSOR], (the “Guarantor”) in favour of AECO Gas Storage Partnership (“AECO Gas Storage”). [NAME OF Customer] a [state relationship to Guarantor] (the “Customer”) is a subscriber to the AECO Hub Tariff. Pursuant to the Storage Services Agreement dated as of _____ (included in the AECO Hub Tariff) and all Transactions entered into thereunder (the “Agreements”), AECO Gas Storage has agreed to provide Services to Customer upon the terms and conditions set forth therein. It is a condition to the obligations of AECO Gas Storage to provide the Services to Customer that Guarantor shall guarantee payment of the obligations and liabilities which Customer has incurred or is under or may incur or be under to AECO Gas Storage arising from the dealings between Customer and AECO Gas Storage pursuant to the Agreements. Should Guarantor's Credit Rating at any time fall below the Acceptable Credit Rating, then the provisions of Section 13 of the General Terms and Conditions of the AECO Hub Tariff with the exception of Section 13.4(b) thereof, shall apply mutatis mutandis to Guarantor as if it were Customer.

Where a capitalized term or expression is not otherwise defined in this Agreement the term or expression shall have the meaning ascribed to it in the General Terms and Conditions of the AECO Hub Tariff.

In consideration of the premises, and to induce AECO Gas Storage to provide Services to Customer under the Agreements, Guarantor hereby agrees as follows:

1. THE GUARANTEE

1.1 GUARANTEE

Guarantor hereby unconditionally and irrevocably guarantees to AECO Gas Storage the prompt and complete payment by Customer when due of all amounts payable by Customer from time to time for all current and future Transactions entered into under the Agreements or any modifications, amendments, extensions, renewals or replacements thereof (the obligations of Customer to pay such amounts, whether now existing or hereinafter arising are collectively called the “Guaranteed Obligations”). Guarantor further agrees to pay any and all reasonable expenses which may be paid or incurred by AECO Gas Storage in enforcing this Guarantee, including, but not limited to, reasonable attorney's fees and costs.



1.2 OBLIGATIONS UNCONDITIONAL

The obligations of Guarantor under Section 1.1 are absolute and unconditional, irrespective of the value, genuineness, validity, regularity or enforceability of the Agreements or any substitution, release or exchange of any other guarantee of, or security for, or support agreement relating to, any of the Guaranteed Obligations and to the fullest extent permitted by applicable law, irrespective of any other circumstances whatsoever which might otherwise constitute a legal or equitable discharge or defence of a surety or Guarantor, in bankruptcy or in any other instance. Without limiting the generality of the foregoing, Guarantor agrees that the occurrence of any one or more of the following shall not affect the liability of the Guarantor hereunder:

- (a) At any time or from time to time, without notice to Guarantor, the time for any performance of or compliance with any of the Guaranteed Obligations shall be extended, or all or any part of such performance or compliance shall be waived.
- (b) Any of the acts mentioned in any of the provisions of the Agreements shall be done or omitted in whole or in part; or
- (c) Any right under the Agreements shall be waived in whole or in part, or any other guarantee of or security for, or support agreement relating to any of the Guaranteed Obligations shall be released or exchanged in whole or in part or otherwise dealt with.

This Guarantee is a guarantee of payment, not collection. Guarantor hereby expressly waives diligence, presentment, demand of payment, protest and all notices whatsoever, and any requirement that AECO Gas Storage exhaust any right, power or remedy or proceed against Customer.

1.3 REINSTATEMENT

The obligations of Guarantor under this Section 1 shall be automatically reinstated if and to the extent that for any reason any payment by or on behalf of Customer in respect of the Guaranteed Obligations is rescinded or must be otherwise restored by AECO Gas Storage whether as a result of any proceedings in bankruptcy or reorganization or otherwise.

1.4 NO SUBROGATION

Notwithstanding anything to the contrary in this Guarantee, the Guarantor hereby irrevocably waives all rights which may have arisen in connection with this Guarantee to be subrogated to any and all of the



rights (whether contractual, under the Bankruptcy Act of Canada, under common law or otherwise) of AECO Gas Storage against Customer for the payment of the Guaranteed Obligations.

1.5 REMEDIES

Guarantor agrees that, as between the Guarantor and AECO Gas Storage the Guaranteed Obligations may become due and payable as provided in the Agreements for purposes of Section 1.1 hereof, notwithstanding any stay, injunction or other prohibition preventing the Guaranteed Obligations from becoming due and payable.

1.6 CONTINUING GUARANTEE

The guarantee in this Section 1 is a continuing guarantee, and shall apply to all Guaranteed Obligations whenever arising, whether existing at the time of execution this Guarantee or hereafter arising.

2. ASSIGNMENT

2.1 ASSIGNMENT BY GUARANTOR

Guarantor may not assign its rights or obligations hereunder without the prior written consent of AECO Gas Storage, which may be withheld in AECO Gas Storage's sole and absolute discretion.

3. REPRESENTATIONS AND WARRANTIES

3.1 Guarantor represents and warrants as follows:

- (a) Guarantor is a corporation duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation.
- (b) The execution, delivery and performance by Guarantor of this Guarantee are within Guarantor's corporate powers, have been duly authorized by all necessary corporate action, and do not contravene (i) Guarantor's certificate of incorporation or by-laws or (ii) any law, rule, regulation, order or contractual restriction binding on or affecting Guarantor.
- (c) No authorization or approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required for the due execution; delivery and performance by Guarantor of this Guarantee, except such as have been duly obtained or made and are in full force and effect.



- (d) This Guarantee is a legal, valid and binding obligation of Guarantor enforceable against Guarantor in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles (whether enforcement is sought by proceeding in equity or at law).
- (e) The relationship of Guarantor to Customer is _____.
- (f) The representations and warranties made by Customer in the Agreements are true correct.
- (g) The provisions of Section 13 of the General Terms and Conditions of the AECO Hub Tariff with the exception of Section 13.4(b) thereof, shall apply mutatis mutandis to Guarantor as if Guarantor were Customer.

4. COVENANTS

4.1 Guarantor covenants that until the payment and satisfaction in full of the Guaranteed Obligations it shall:

- (a) Maintain its corporate existence.
- (b) Not commence or join with any other Person in commencing any proceeding against Customer under any bankruptcy, reorganization, liquidation or insolvency law, or vote its shares of capital stock of Customer to direct Customer to commence any proceeding with respect to Customer under any bankruptcy, reorganization, liquidation or insolvency law; and
- (c) Meet the requirement of Section 13 of the General Terms and Conditions of the AECO Hub Tariff with the exception of Section 13.4(b) thereof, which shall apply mutatis mutandis to Guarantor as if it were Customer.

5. MISCELLANEOUS

5.1 GOVERNING LAW

This Guarantee shall be governed by, and construed in accordance with, the law of the Province of Alberta without regard to the choice of law provisions thereof.

5.2 NOTICES

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All notices, requests, consents and demands hereunder shall be in writing, shall be effective upon receipt and shall be mailed, hand delivered or transmitted by fax or other electronic means to Guarantor at its address or fax number or other electronic address, specified beneath its signature hereto or at such other address or fax number or electronic address as shall be designated by Guarantor in a notice to AECO Gas Storage.

5.3 SUCCESSORS AND ASSIGNS

This Guarantee shall be binding upon Guarantor and its successors and assigns and shall inure to the benefit of AECO Gas Storage and its successors and assigns.

5.4 SUBMISSION TO JURISDICTION; WAIVER

Guarantor hereby irrevocably and unconditionally:

- (a) Submits for itself and its property in any legal action or proceeding relating to this Guarantee or for recognition and enforcement of any judgement in respect thereof, to the non-exclusive general jurisdiction of the Courts of the Province of Alberta and appellate courts from any thereof.
- (b) Consents that any such action or proceeding may be brought in such courts and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same.
- (c) Agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail, postage prepaid, to Guarantor at its address set forth with its signature below or at such other address of which the Agent shall have been notified pursuant hereto; and
- (d) Agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law or shall limit the right to sue in any other jurisdiction.

5.5 GUARANTEE TERM

The term of this Guarantee shall commence on the Effective Date and shall continue until (a) all Guaranteed Obligations have been satisfied in full after the termination of any given Transaction; and (b) Customer provides Guarantor with thirty (30) days written notice.



IN WITNESS WHEREOF, Guarantor has caused this Guarantee to be duly executed and delivered as of the day and year first above written.

[NAME OF ACCEPTABLE SPONSOR]

By: _____
Name:
Title:

By: _____
Name:
Title:

Address for Notices to Guarantor:

Attention:
Telephone No:
Fax No:
Email:

ACCEPTED:

AECO GAS STORAGE PARTNERSHIP,
by its Managing Partner ROCKPOINT GAS STORAGE CANADA LTD.

By: _____
Name:
Title:

By: _____
Name:
Title:

Address for Notices to AECO Gas Storage Partnership:

Attention:
Telephone No:
Fax No:
Email:

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