



NATURAL GAS SUPPLY AGREEMENT

The customer listed below (Buyer) agrees that by this contract it will purchase its entire natural gas supply requirements for the facilities listed below from Park Fuels Ltd. (Seller) during the term of the contract. The customer understands and acknowledges that:

- Park Fuels Ltd. will purchase natural gas supplies and transportation services required to deliver natural gas to the distribution facilities of Enbridge Gas New Brunswick (EGNB). Park Fuels Ltd. will sell natural gas to customer at this point (delivery point) and will arrange for customers daily requirements to be transported to their facilities on the EGNB system. Customer shall be responsible for payments to EGNB for distribution services rendered and, payments for Park Fuels Ltd. for the natural gas supply.
- Should EGNB or the New Brunswick Board of Commissioners of Public Utilities (P.U.B.) modify the rules or regulations for natural gas supplies in New Brunswick this contract shall be revised in terms/conditions as well as any resulting pricing adjustment to accommodate this requirement.

By signing this agreement the customer, or customer's authorized agent, selects Park Fuels Ltd. as their natural gas provider. Park Fuels Ltd. indicates its acceptance of this agreement by the authorized signature below. The terms and conditions of this agreement are listed below and on page (2) two of this agreement:

- The term of this agreement shall commence on the initial date specified by customer or initial date of gas distribution service, which ever is later. The term of this supply arrangement is for one year. After the initial term, this contract will automatically renew for additional one-year terms unless either customer or Park Fuels Ltd. provides written notice of cancellation sixty days before the end of the current term.
- Natural gas prices, set and billed monthly by Park Fuels Ltd., reflect the market rates for natural gas in New Brunswick based on published market indexes adjusted for pipeline transportation costs, firmness, load following, and currency exchange rates. In addition to this pricing Park Fuels Ltd. will adjust pricing based on supply shortfall conditions on Sable Island that require additional natural gas supplies to be procured at daily supply prices.
- While Natural Gas has proven to be an extremely reliable source of energy, there are emergency situations, such as acts of God, Force Majeure, etc., which would preclude Park Fuels Ltd. from supplying natural gas to its customers. During this period of time natural gas supplies could be interrupted or curtailed in accordance with the emergency allocation process required by Section 90 of the New Brunswick Gas Distribution Act.
- LIMITATION OF LIABILITY. The exclusive and sole remedy of the parties in the event of a breach of this agreement shall be the recovery of damages associated with procuring replacement fuel or finding replacement markets as applicable. Neither party shall be responsible to the other party for any consequential, incidental, special, or punitive damages.
- WARRANTIES. Except as specifically provided in this agreement, seller makes no express or implied warranties and seller disclaims all implied warranties including but not limited to any warranty of merchantability or fitness for a particular purpose.

I, the undersigned, authorize Park Fuels Ltd. to verify the information contained in this agreement. I also authorize the persons named as references as well as my bank to give additional information that is considered necessary in obtaining my margin of credit.

Customer Name:	Telephone #:
Contact Person:	Fax #: E-mail #:
Service Address:	Mailing Address (If different):
City, Province, Postal Code:	City, Province, Postal Code:
Gas Delivery: Firm Service	Do you claim exemption from NB Sales Tax (HST)? <input type="radio"/> No <input type="radio"/> Yes If yes, please provide documentation of this exemption (i.e. exemption certificate, etc.)
Estimated Annual Consumption (GJ):	Referred to Park Fuels Ltd. by:
Initial Date of Gas Service (MM/DD/YY):	Pricing: Market Based Pricing
_____ Buyer Authorized Signature Date	_____ Park Fuels Ltd. Authorized Signature Date
Please fax this completed agreement to: 1-506-634-8398	Or mail agreement to: Park Fuels Ltd. P.O. Box 2241 Saint John, NB E2L 3V1

GENERAL TERMS AND CONDITIONS

The customer designates Park Fuels Ltd. as their agent for all issues associated with supplying natural gas to their facilities including but not limited to nominations, reviewing historical and daily consumption data, and imbalance trading on the EGNB system. Buyer grants Seller the authority to contact Buyer's Utility, financial institution, and any other entity required to set-up account with Seller. Buyer further understands and agrees to the terms and conditions as follows:

INVOICES AND PAYMENT: On a monthly basis, Seller, or its authorized billing agent, shall submit to Buyer an invoice setting forth the quantity of fuel purchased by Buyer during the preceding Month and the total amount due. Buyer shall remit payment in the form specified on the invoice before the due date. If Buyer disputes the amount payable under any invoice rendered hereunder, Buyer shall pay when due the amount not in dispute under such invoice. Such payment shall not be deemed to be a waiver of Buyer's right to recoup any overpayment, nor shall acceptance of any payment be deemed to be a waiver of Seller's right to any underpayment.

PAST DUE BALANCES & DISPUTED BILLS: In the event Buyer fails to pay the disputed amount due to Seller when due, interest on the unpaid portion of the undisputed amount shall accrue at a rate equal to two percent (2%) per month, provided that in no event shall such rate exceed the maximum rate allowed by law, compounded daily from the date such payment is due until the same is paid. If Buyer fails to pay the undisputed portion of any invoice rendered hereunder beyond thirty (30) days after due date of such invoice, then Buyer shall be in default and Seller, in addition to all other legal remedies available to it, shall have the right to suspend further sales of fuel until such default has been cured.

TAXES: Seller shall pay or cause to be paid all production or similar taxes lawfully levied on Seller on the fuel, or any transaction giving rise to taxes, and applicable to the fuel delivered hereunder which accrue prior to its delivery to Buyer at the Delivery Point(s), and Seller shall hold Buyer harmless there from. Buyer shall pay all taxes lawfully levied on Buyer applicable to such Gas at and after delivery to the Delivery Point(s) and shall hold Seller harmless there from. In the event that sales of Gas hereunder are subject to any provincial or local gas revenue, utility, sales or use taxes which Seller is obligated to remit to any competent taxing authority, Buyer shall reimburse Seller for any such taxes remitted by Seller in connection with sales of Gas hereunder. Buyer shall provide Seller with evidence of any applicable exemption or exclusion from sales or other similar taxes, in the appropriate taxing district.

FORCE MAJEURE: In the event either party is rendered unable, wholly or in part, by Force Majeure to carry out its obligations under this Agreement, other than to make payments due hereunder, the obligations of each party, so far as they are affected by such Force Majeure, shall be suspended during the period of Force Majeure. The term "Force Majeure" as employed herein shall mean strikes, lockouts or other industrial disturbances, acts of God, acts of the public enemy, wars, blockades, riots, landslides, hurricanes, lightening, earthquakes, fires, floods, washouts, unavoidable freezing of pipes or wells and explosions, governmental actions such as necessity for compliance with any court order, law, statute, ordinance, or regulation promulgated by a governmental authority having jurisdiction or any other unplanned or non-scheduled occurrence, condition, situation, or threat thereof not covered above and not involving economic inability, which renders either Buyer or Seller unable to perform its obligations hereunder, provided such event is beyond the reasonable control of the party claiming such inability. The claiming party shall give the other party notice and full particulars in writing including a specific description of the cause relied upon and estimated duration of such event as soon as reasonably possible after the occurrence.

RIGHT OF RESCISON: As specified by the P.U.B., the Buyer has the right to rescind this agreement up to 10 days after the date it was signed by Buyer. To exercise this right Buyer must notify Seller via registered mail or fax to the address or number shown in this agreement.

NEW BRUNSWICK BOARD OF COMMISSIONERS OF PUBLIC UTILITIES: The Public Utilities Board must certify Gas Marketers. You may contact the board at 658-2504 (Saint John area) or 1-866-76NBPU (6-2782) (toll free rest of New Brunswick).

APPLICABLE LAWS, RULES, ORDERS, & REGULATIONS: The sale herein is subject to applicable federal and provincial laws, orders, rules, and regulations.

LIMITATION OF LIABILITY: EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED HEREIN, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER THIS CONTRACT, WHETHER IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES.

WARRANTIES: EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, SELLER MAKES NO EXPRESS OR IMPLIED WARRANTIES AND SELLER DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

ENFORCEMENT OF RIGHTS & OBLIGATIONS: No failure by either party to enforce any right, obligation or remedy hereunder shall operate as a waiver of any of the forgoing, or the waiver of any future right, obligation or remedy, whether of like of different character or nature. This agreement shall be governed by and construed in accordance with the laws of the Province of New Brunswick.

Birth Date	Contact H W	Fax : E-mail:	Name of Spouse
Employer	Address of Employer	Years with Employer	Position
Employer of Spouse	Address of Employer	Years with Employer	Position
Bank & Branch	References: (i.e.) Dept stores, Banks, Mortgage co., visa		Prev. Owner or Occupant
How Long at Present Address	Previous Address 1. 2.	How long at Previous Address 1. 2.	Previous Fuel Supplier