

ENBRIDGE UTILITY GAS FIXED PRICE TERMS AND CONDITIONS

1. Interpretation

1.1 Capitalized terms used herein that are not otherwise defined shall have the meanings set out in Appendix A of the Enbridge Gas New Brunswick (EGNB) Distribution Service Terms and Conditions (the "DS Terms and Conditions") which can be found at www.naturalgasnb.com or obtained from EGNB upon request.

1.2 Your Enbridge Utility Gas (EUG) contract includes these Terms and Conditions and the documents referenced in Article 9.

2. Purchase and Sale

2.1 Subject to the provisions of your EUG Contract, you shall purchase gas delivered by EGNB to the Terminal Location and EGNB shall deliver and sell such gas to you.

2.2 You agree that (other than during periods of curtailment or discontinuance of service pursuant to an order of EGNB or an authorized governmental agency or Event of Force Majeure) you shall use, at the Terminal Location, gas purchased hereunder to satisfy your gas requirements.

2.3 All gas used by you at the Terminal Location during the term of your EUG Contract shall be purchased from EGNB.

2.4 You hereby confirm that you are not currently under contract to purchase gas from any other party ("Gas Marketer"), nor is any Gas Marketer currently appointed as your agent to purchase gas for you. If a Gas Marketer claims, or EGNB's records show, that there is a Gas Marketer appointment in effect, EGNB shall notify you and EGNB shall be entitled to terminate its obligations under your EUG Contract.

3. Term and Renewal

3.1 The Fixed Price Program will commence on November 1, 2011 and expire on October 31, 2012 (the "Fixed Price Term"). EGNB shall advise you of all available gas supplier options no more than 90 days and no less than 60 days before the expiration of the Fixed Price Term.

3.2 Upon expiry of the Fixed Price Term, the standard EUG Terms and Conditions shall resume applying to your purchase of natural gas from EGNB.

3.3 Your EUG Contract shall also terminate on the earliest of: (a) the date on which it is terminated in accordance with its provisions; (b) the date gas supply and/or delivery is discontinued by EGNB for any of the reasons provided for in the Handbook; and (c) the date fixed by, or determined from, any Order of the Board as the date for its termination or expiration.

4. Price

4.1 You shall pay for gas delivered to you under your EUG Contract (a) the fixed price of \$7.90/GJ (the "Fixed Rate") for gas supply; (b) the distribution rates and charges payable under the Applicable Rate and appropriate Rate Schedule (which rates and charges are approved by the Board from time to time) under the DS Terms and Conditions; (c) such other charges as may be payable under your EUG Contract; and (d) all applicable taxes and similar charges.

4.2 Failure to pay amounts due will result in interest on the unpaid portion being charged in the manner approved by the Board for overdue distribution service accounts.

4.3 EGNB's obligation to sell you gas at the Fixed Rate shall terminate upon expiry of the Fixed Price Term. These terms and conditions shall not be construed as granting to you any right to purchase gas at the Fixed Rate after the expiry of the Fixed Price Term.

5. Credit Requirements

5.1 Credit requirements of EGNB must be satisfied from time to time. EGNB shall advise you of EGNB's credit requirements, if any.

6. Delivery, Possession and Title

6.1 EGNB warrants that it has the authority to sell all gas delivered to you hereunder. Except as specifically provided herein, EGNB makes no further warranties, express or implied, including but not limited to the implied warranties of merchantability or fitness for a particular purpose.

7. Default

7.1 Either party to your EUG Contract shall be in default if the party (a) defaults in the payment of any amount due and such default continues unremedied for 5 days following written notice thereof; or (b) fails to perform or observe any of its obligations

and such default continues unremedied for 15 days following written notice thereof.

7.2 Upon the occurrence of a default, the non-defaulting party may (a) terminate your EUG Contract; (b) bring any action at law as may be necessary or advisable in order to recover damages or costs; or (c) exercise any of its other rights and remedies provided or otherwise available to it and where EGNB is the non-defaulting party, it shall have the additional right to suspend further sales of gas until such default has been corrected.

8. Limitation of Liability

8.1 In no event shall EGNB be liable to you for any consequential, incidental, special or punitive damages whatsoever, including without limitation any loss of earnings, profits or goodwill, howsoever arising.

9. Handbook/DS Terms and Conditions

9.1 The Handbook, including the Rate Schedules, as may be revised by EGNB and approved by the Board from time to time, which may be found at www.naturalgasnb.com or obtained directly from EGNB, forms part of your EUG Contract. Each of EGNB and you shall have the rights and obligations which such party is contemplated to have in the Handbook if it was construed as though references therein to "Applicant" or "Customer" were to you and references to "Company" were to EGNB.

9.2 The DS Terms and Conditions, as may be revised by EGNB from time to time, form part of your EUG Contract. Each of EGNB and you shall have the rights and obligations which such party is contemplated to have in the DS Terms and Conditions if it was construed as though references therein to "these Terms and Conditions" was to "your Enbridge Utility Gas contract" and references to "Customer" were to you.

