

# CONTRACTING PARTY'S AGREEMENT ("CPA") WITH NATURAL GAS EXCHANGE ("NGX")

## NOTICE OF AMENDMENTS TO CPA

(NOTICE DATE: April 6, 2006)

This notice is to provide you with notification, pursuant to the terms of the CPA, of amendments to the CPA (the "CPA Revisions") relating to addition of new Natural Gas and Electricity Swaps in Schedule E, new Physical Instruments in Schedule F and new Transport Spreads in Schedules G and L, which revisions shall become effective on April 7, 2006.

The following chart summarizes the CPA Revisions. For additional details and the specific text of the CPA Revisions, please click on the link to each individual schedule under 'Section or Schedule' below.

SECTION OR SCHEDULE	PAGE	AMENDED SECTIONS
Schedule "A" – Fee Schedule	A-1	Schedule "A" has been amended to add Transaction Fees – Swap Transactions for the new Ontario Electricity Swaps and to reflect a change in the Transaction Fee for Mid-C Electricity – per MWh from US \$0.03 to US \$0.02.
Schedule "E" – Natural Gas Swaps, Electricity Swaps and Options	E-1 to E-6	Schedule "E" has been amended to reflect the addition of new Natural Gas Swaps (Thirteenth to Twenty Fourth Nearby Month and Half Year (First) and (Second) Instruments) in Tables 1 and 2 with new definitions in Section 3.c and Section 14
Schedule "E" – Natural Gas Swaps, Electricity Swaps and Options	E-6 to E-13, E-16	Schedule "E" has been amended to reflect the addition of new Basis Spread Instruments (Rocky Mountains – AECO, Socal-AECO and Socal-Malin Basis Spreads), Union Dawn Gas Dawn – Swing Swap Instrument and new Ontario Electricity Swap Instruments (Ontario Flat, Ontario On-Peak and Ontario Off-Peak) in Tables 4, 5 and 9 with new definitions added in Section 14
Schedule "F" – Physical Instruments	F-3 to F-5	Schedule "F" has been amended to reflect the addition of new Physical Instruments (Month 14 to Month 24 and Half Year (First) and (Second) Instruments)
Schedule "G" – Intra-Alberta Hubs	G-1 to G-3, G-9 to G-12	Schedule "G" has been amended to reflect the addition of new Transport Spread Instruments (Malin-AECO and PG&E Citygate-AECO Transport Spreads) in the Physical Markets Table, Section 3 Terms and Conditions and Section 17 Definitions
Schedule "L" – U.S. West Hubs	L-1 to L-2, L-7 to L-10	Schedule "L" has been amended to reflect the addition of a new Transport Spread Instrument (PG&E Citygate-Malin Transport Spread) in the Physical Markets Table, Section 3 Terms and Conditions and Section 17 Definitions

**SCHEDULE "A" - FEE SCHEDULE**

	<b>Fees</b>
<b>Subscription Fee per month - Contracting Party</b>	\$1,500
<b>Subscription Fee per month - Contracting Party Affiliate, netted account</b>	\$350
<b>Subscription Fee per month - Contracting Party Affiliate, non-netted account</b>	\$1,500
<b>Transaction Fees - Physical Transactions</b>	
Transactions entered into on Business Days	
Transaction Fees per GJ: AECO/NGX Intra-Alberta	
Yesterday Fixed Price Instrument	\$0.0025
Same Day Fixed Price Instrument	NIL
All other instruments	\$0.001
Transactions entered into Saturday, Sunday and non-Business Days	
Transaction Fees per GJ: AECO/NGX Intra-Alberta	
Yesterday Fixed Price Instrument	\$0.0025
Same Day Fixed Price Instrument	\$0.0025
Same Day Index Instrument	\$0.0025
All other instruments	\$0.001
Transaction Fees per GJ: Empress Hub, Empress Transport, Station #2, Atco and TEP Hubs for All Instruments	\$0.001
Transaction Fees per MMBtu:	
Intra-Alberta Hub for all Basis Instruments	\$0.00075 (U.S. Dollar)
Transaction Fees per MMBtu: Union Dawn, Union Parkway, Huntingdon Hubs and Eastern Canada for All Instruments	\$0.00075 (U.S. Dollar)
Transaction Fees per MMBtu: Mid-Continent Hubs for All Instruments	\$0.00075 (U.S. Dollar)
Transaction Fees per MMBtu: U.S. West Hubs for all Instruments	\$0.00075 (U.S. Dollar)
<b>Transaction Fees - Swap Transactions</b>	
AECO Fixed for Floating - per GJ	\$0.00025
AECO Basis, Sumas, Chicago, Henry (future), MichCon, Rocky, Malin, PG&E Citygate, Socal - per MMBtu	\$0.00025 (U.S. Dollar)
Alberta Electricity - per MWh	\$0.03
<del>Mid-C Ontario</del> Electricity - per MWh	<del>\$0.03 (U.S. Dollar)</del> 02
<del>Mid-C</del> Electricity - per MWh	<del>\$0.02 (U.S. Dollar)</del>
<b>Transaction Fees - Transport and Calendar Spread Transactions</b>	(As above, charged on one side only)
<b>Transaction Fees - Option Transactions</b>	\$0.00025
Alberta – Fixed Swap Put and Call Options, per GJ	\$0.00025
<b>Name change for all positions of Contracting Party</b>	no charge
<b>Assignments for some or all positions of Contracting Party</b>	fees as above
<b>Additional User Ids per month</b>	to be negotiated
<b>Third Party Index Fees</b>	added to the transaction fees at cost
<b>Trader Workstation leased from Exchange</b>	to be negotiated
<b>Communication and Network Connection Fee</b>	to be negotiated
<b>Installation</b>	to be negotiated

**Transaction Fees** will be incurred at the time of entering into the Physical Transaction, Swap Transaction or Option Transaction.

**Fees** for Hubs located in Canada are subject to GST.

(January 24, 2006)

**SCHEDULE "E" - NATURAL GAS SWAPS, ELECTRICITY SWAPS AND OPTIONS**

**1. TABLE OF SWAP INSTRUMENTS**

<b>Swap Instruments</b>	<b>Effective Date</b>	<b>Period End Date</b>	<b>No. of Days in the Calculation Period</b>
Day 1	Tomorrow	Day 2	1 day
Day 2	Day 2	Day 3	1 day
Day 3	Day 3	Day 4	1 day
Day 4	Day 4	Day 5	1 day
Day 5	Day 5	Day 6	1 day
Day 6	Day 6	Day 7	1 day
Day 7	Day 7	Day 8	1 day
Balance of Month 1	Tomorrow	Last day of current Month	1 to 30 days
Balance of Month 2	Day 2	Last day of current Month	1 to 29 days
First Nearby Month	First Day of Month	Last Day of Month	28, 29, 30 or 31 days
Second Nearby Month	First Day of Month	Last Day of Month	28, 29, 30 or 31 days
Third Nearby Month	First Day of Month	Last Day of Month	28, 29, 30 or 31 days
Fourth Nearby Month	First Day of Month	Last Day of Month	28, 29, 30 or 31 days
Fifth Nearby Month	First Day of Month	Last Day of Month	28, 29, 30 or 31 days
Sixth Nearby Month	First Day of Month	Last Day of Month	28, 29, 30 or 31 days
Seventh Nearby Month	First Day of Month	Last Day of Month	28, 29, 30 or 31 days
Eighth Nearby Month	First Day of Month	Last Day of Month	28, 29, 30 or 31 days
Ninth Nearby Month	First Day of Month	Last Day of Month	28, 29, 30 or 31 days
Tenth Nearby Month	First Day of Month	Last Day of Month	28, 29, 30 or 31 days
Eleventh Nearby Month	First Day of Month	Last Day of Month	28, 29, 30 or 31 days
Twelfth Nearby Month	First Day of Month	Last Day of Month	28, 29, 30 or 31 days
<u>Thirteenth Nearby Month</u>	<u>First Day of Month</u>	<u>Last Day of Month</u>	<u>28, 29, 30 or 31 days</u>
<u>Fourteenth Nearby Month</u>	<u>First Day of Month</u>	<u>Last Day of Month</u>	<u>28, 29, 30 or 31 days</u>
<u>Fifteenth Nearby Month</u>	<u>First Day of Month</u>	<u>Last Day of Month</u>	<u>28, 29, 30 or 31 days</u>
<u>Sixteenth Nearby Month</u>	<u>First Day of Month</u>	<u>Last Day of Month</u>	<u>28, 29, 30 or 31 days</u>
<u>Seventeenth Nearby Month</u>	<u>First Day of Month</u>	<u>Last Day of Month</u>	<u>28, 29, 30 or 31 days</u>
<u>Eighteenth Nearby Month</u>	<u>First Day of Month</u>	<u>Last Day of Month</u>	<u>28, 29, 30 or 31 days</u>
<u>Nineteenth Nearby Month</u>	<u>First Day of Month</u>	<u>Last Day of Month</u>	<u>28, 29, 30 or 31 days</u>
<u>Twentieth Nearby Month</u>	<u>First Day of Month</u>	<u>Last Day of Month</u>	<u>28, 29, 30 or 31 days</u>
<u>Twenty First Nearby Month</u>	<u>First Day of Month</u>	<u>Last Day of Month</u>	<u>28, 29, 30 or 31 days</u>
<u>Twenty Second Nearby Month</u>	<u>First Day of Month</u>	<u>Last Day of Month</u>	<u>28, 29, 30 or 31 days</u>
<u>Twenty Third Nearby Month</u>	<u>First Day of Month</u>	<u>Last Day of Month</u>	<u>28, 29, 30 or 31 days</u>
<u>Twenty Fourth Nearby Month</u>	<u>First Day of Month</u>	<u>Last Day of Month</u>	<u>28, 29, 30 or 31 days</u>
First Quarter 1, 2 & 3	First Day of applicable January	Last Day of applicable March	90 or 91 days
Second Quarter 1, 2 & 3	First Day of applicable April	Last Day of applicable June	91 days
Third Quarter 1, 2 & 3	First Day of applicable July	Last Day of applicable September	92 days
Fourth Quarter 1, 2 & 3	First Day of applicable October	Last Day of applicable December	92 days
Summer Block 1, Summer Block 2 and Summer Block 3	First Day of applicable April	Last Day of applicable October	214 Days
Winter Block 1, Winter Block 2 and Winter Block 3	First Day of applicable November	Last Day of applicable March	151 or 152 days
Rest of Winter Block (First)	First Day of applicable First Nearby Month	Last Day of applicable March	31 to 121 or 122 days
Rest of Winter Block (Second)	First Day of applicable Second Nearby Month	Last Day of applicable March	31 to 121 or 122 days
<u>Half Year (First)</u>	<u>First Day of applicable January</u>	<u>Last Day of applicable June</u>	<u>181 or 182 days</u>
<u>Half Year (Second)</u>	<u>First Day of applicable July</u>	<u>Last Day of applicable December</u>	<u>184 days</u>
Gas Year 1, 2, 3, 4 & 5	First Day of applicable November	Last Day of applicable October	365 or 366 days
Rest of Gas Year (First)	First Day of applicable First Nearby Month	Last Day of applicable October	31 to 335 days
Rest of Gas Year (Second)	First Day of applicable Second Nearby Month	Last Day of applicable October	31 to 335 or 336 days
Calendar Year 1, 2, 3, 4 & 5	First Day of applicable January	Last Day of applicable December	365 or 366 days
Rest of Calendar Year (First)	First Day of applicable First Nearby Month	Last Day of applicable December	31 to 334 or 335 days
Rest of Calendar Year (Second)	First Day of applicable Second Nearby Month	Last Day of applicable December	31 to 334 or 335 days

Swap Instruments	Effective Date	Period End Date	No. of Days in the Calculation Period
Concurrent Calendar Years	First Day of applicable January	Last Day of applicable December	Number of Days in concurrent calendar years
Concurrent Gas Years	First Day of applicable November	Last Day of applicable October	Number of Days in concurrent gas years

(June 23, 2005)

(April 7, 2006)

**2. TABLE OF SWAP INSTRUMENTS AVAILABILITY**

Swap Instruments	Fixed	Basis	Electricity	Swing	Index
Day 1			x	x	
Day 2			x	x	
Day 3			x	x	
Day 4			x	x	
Day 5			x	x	
Day 6			x	x	
Day 7			x	x	
Balance of Month 1			x	x	
Balance of Month 2			x	x	
First Nearby Month	x	x	x	x	x
Second Nearby Month	x	x	x	x	x
Third Nearby Month	x	x	x	x	x
Fourth Nearby Month	x	x	x	x	x
Fifth Nearby Month	x	x	x	x	x
Sixth Nearby Month	x	x	x	x	x
Seventh Nearby Month	x	x	x	x	x
Eighth Nearby Month	x	x	x	x	x
Ninth Nearby Month	x	x	x	x	x
Tenth Nearby Month	x	x	x	x	x
Eleventh Nearby Month	x	x	x	x	x
Twelfth Nearby Month	x	x	x	x	x
<u>Thirteenth Nearby Month</u>	<u>x</u>	<u>x</u>	<u>x</u>	<u>x</u>	<u>x</u>
<u>Fourteenth Nearby Month</u>	<u>x</u>	<u>x</u>	<u>x</u>	<u>x</u>	<u>x</u>
<u>Fifteenth Nearby Month</u>	<u>x</u>	<u>x</u>	<u>x</u>	<u>x</u>	<u>x</u>
<u>Sixteenth Nearby Month</u>	<u>x</u>	<u>x</u>	<u>x</u>	<u>x</u>	<u>x</u>
<u>Seventeenth Nearby Month</u>	<u>x</u>	<u>x</u>	<u>x</u>	<u>x</u>	<u>x</u>
<u>Eighteenth Nearby Month</u>	<u>x</u>	<u>x</u>	<u>x</u>	<u>x</u>	<u>x</u>
<u>Nineteenth Nearby Month</u>	<u>x</u>	<u>x</u>	<u>x</u>	<u>x</u>	<u>x</u>
<u>Twentieth Nearby Month</u>	<u>x</u>	<u>x</u>	<u>x</u>	<u>x</u>	<u>x</u>
<u>Twenty First Nearby Month</u>	<u>x</u>	<u>x</u>	<u>x</u>	<u>x</u>	<u>x</u>
<u>Twenty Second Nearby Month</u>	<u>x</u>	<u>x</u>	<u>x</u>	<u>x</u>	<u>x</u>
<u>Twenty Third Nearby Month</u>	<u>x</u>	<u>x</u>	<u>x</u>	<u>x</u>	<u>x</u>
<u>Twenty Fourth Nearby Month</u>	<u>x</u>	<u>x</u>	<u>x</u>	<u>x</u>	<u>x</u>

Swap Instruments	Fixed	Basis	Electricity	Swing	Index
First Quarter 1, 2 & 3	x	x	x	x	x
Second Quarter 1, 2 & 3	x	x	x	x	x
Third Quarter 1, 2 & 3	x	x	x	x	x
Fourth Quarter 1, 2 & 3	x	x	x	x	x
Summer Block 1, Summer Block 2 and Summer Block 3	x	x	x	x	x
Winter Block 1, Winter Block 2 and Winter Block 3	x	x	x	x	x
Rest of Winter Block (First)	x	x	x	x	x
Rest of Winter Block (Second)	x	x	x	x	x
Half Year (First)			x		
Half Year (Second)			x		
Gas Year 1, 2, 3, 4 & 5	x	x	x	x	x
Rest of Gas Year (First)	x	x	x	x	x
Rest of Gas Year (Second)	x	x	x	x	x
Calendar Year 1, 2, 3, 4 & 5	x	x	x	x	x
Rest of Calendar Year (First)	x	x	x	x	x
Rest of Calendar Year (Second)	x	x	x	x	x
Concurrent Calendar Years	x	x	x	x	x
Concurrent Gas Years	x	x	x	x	x

"x" means available on the Trading System

(April 7, 2006)

### 3. CALCULATION PERIODS FOR SWAP INSTRUMENTS

- a. Natural Gas Swaps - The Calculation Period is equal to the number of days in the Swap Transaction starting on the Effective Date and ending on the Period End Date.
- b. Electricity Swaps - The Calculation Period is equal to the number of hours in the Alberta Flat, Alberta Peak, Alberta Extended Peak, Alberta Super-Peak, Alberta Off-Peak, Alberta Extended Off-Peak, Ontario – Flat, Ontario On-Peak, Ontario Off-Peak, Mid-C On-Peak and Mid-C Off-Peak Swap Transactions starting on the Effective Date and ending on the Period End Date.

(November 29, 2005)

- c. Swap Instruments -

**Day 1 through Day 7** - equal to one day for natural gas swap or the number of hours in one day as calculated pursuant to Section 3.b. above for electricity swaps;

**Balance of Month 1** - equal to the number of days or hours starting tomorrow until the last day of the current Month;

**Balance of Month 2** - equal to the number of days or hours starting Day 2 until the last day of the current Month;

**First Nearby Month Instrument** - equal to the number of days or hours in the Month following the Swap Transaction Date;

**Second Nearby Month Instrument** - equal to the number of days or hours in the second Month following the Swap Transaction Date;

**Third Nearby Month Instrument** - equal to the number of days or hours in the third Month following the Swap Transaction Date;

**Fourth Nearby Month Instrument** - equal to the number of days or hours in the fourth Month following the Swap Transaction Date;

**Fifth Nearby Month Instrument** - equal to the number of days or hours in the fifth Month following the Swap Transaction Date;

**Sixth Nearby Month Instrument** - equal to the number of days or hours in the sixth Month following the Swap Transaction Date;

**Seventh Nearby Month Instrument** - equal to the number of days or hours in the seventh Month following the Swap Transaction Date;

**Eighth Nearby Month Instrument** - equal to the number of days or hours in the eighth Month following the Swap Transaction Date;

**Ninth Nearby Month Instrument** - equal to the number of days or hours in the ninth Month following the Swap Transaction Date;

**Tenth Nearby Month Instrument** - equal to the number of days or hours in the tenth Month following the Swap Transaction Date;

**Eleventh Nearby Month Instrument** - equal to the number of days or hours in the eleventh Month following the Swap Transaction Date;

**Twelfth Nearby Month Instrument** - equal to the number of days or hours in the twelfth Month following the Swap Transaction Date;

**Thirteenth Nearby Month Instrument** - equal to the number of days or hours in the thirteenth Month following the Swap Transaction Date;

**Fourteenth Nearby Month Instrument** - equal to the number of days or hours in the fourteenth Month following the Swap Transaction Date;

**Fifteenth Nearby Month Instrument** - equal to the number of days or hours in the fifteenth Month following the Swap Transaction Date;

**Sixteenth Nearby Month Instrument** - equal to the number of days or hours in the sixteenth Month following the Swap Transaction Date;

**Seventeenth Nearby Month Instrument** - equal to the number of days or hours in the seventeenth Month following the Swap Transaction Date;

**Eighteenth Nearby Month Instrument** - equal to the number of days or hours in the eighteenth Month following the Swap Transaction Date;

**Nineteenth Nearby Month Instrument** - equal to the number of days or hours in the nineteenth Month following the Swap Transaction Date;

**Twentieth Nearby Month Instrument** - equal to the number of days or hours in the twentieth Month following the Swap Transaction Date;

**Twenty First Nearby Month Instrument** - equal to the number of days or hours in the twenty first Month following the Swap Transaction Date;

Twenty Second Nearby Month Instrument - equal to the number of days or hours in the twenty second Month following the Swap Transaction Date;

Twenty Third Nearby Month Instrument - equal to the number of days or hours in the twenty third Month following the Swap Transaction Date;

Twenty Fourth Nearby Month Instrument - equal to the number of days or hours in the twenty fourth Month following the Swap Transaction Date;

**First Quarter 1, 2, 3, 4 & 5 Instrument**- equal to the number of days or hours in the first calendar quarter starting on the applicable January 1 and ending on the applicable March 31;

**Second Quarter 1, 2, 3, 4 & 5 Instrument** - equal to the number of days or hours in the second calendar quarter starting on the applicable April 1 and ending on the applicable June 30;

**Third Quarter 1, 2, 3, 4 & 5 Instrument**- equal to the number of days or hours in the third calendar quarter starting on the applicable July 1 and ending on the applicable September 30;

**Fourth Quarter 1, 2, 3, 4 & 5 Instrument** - equal to the number of days or hours in the fourth calendar quarter starting on the applicable October 1 and ending on the applicable December 31;

Summer Block 1, Summer Block 2, Summer Block 3, Summer Block 4 and Summer Block 5 Instruments - equal to the number of days or hours in the seven contiguous summer Months (April, May, June, July, August, September and October) starting on the first day of the applicable April and ending on the last day of the applicable October;

**Winter Block 1, Winter Block 2, Winter Block 3, Winter Block 4 and Winter Block 5 Instruments** - equal to the number of days or hours in the five contiguous winter Months (November, December, January, February, March) starting on the first day of the applicable November and ending on the last day of the applicable March;

**Rest of Winter Block (First) Instrument**- equal to the number of days or hours in the remaining contiguous winter Months starting on the first day of the First Nearby Month and ending on the last day of the applicable March;

**Rest of Winter Block (Second) Instrument** - equal to the number of days or hours in the remaining contiguous winter Months starting on the first day of the Second Nearby Month and ending on the last day of the applicable March;

~~Summer Block 1, Summer Block 2, Summer Block 3, Summer Block 4 and Summer Block 5~~ Half Year (First) Instruments — equal to the number of days or hours in the ~~seven contiguous summer~~ first six Months ~~(of the calendar year (January, February, March, April, May, June, July, August, September and October)~~ starting on the first day of the applicable ~~April~~ January and ending on the last day of the applicable June;

Half Year (Second) Instruments – equal to the number of days or hours in the second six Months of the calendar year (July, August, September, October, November, December) starting on the first day of the applicable July and ending on the last day of the applicable December;

**Gas Year, Gas Year 2, Gas Year 3, Gas Year 4 and Gas Year 5 Instruments** - equal to the number of days or hours in the twelve contiguous Months in an entire year starting on the first day of the applicable November and ending on the last day of the applicable October;

**Rest of Gas Year (First) Instrument** - equal to the number of days or hours in an remaining contiguous Months of a gas year starting on the first day of the First Nearby Month and ending on the last day of the applicable October;

**Rest of Gas Year (Second) Instrument** - equal to the number of days or hours in the remaining contiguous Months of a gas year starting on the first day of the Second Nearby Month and ending on the last day of the applicable October;

**Calendar Year 1, Calendar Year 2, Calendar Year 3, Calendar Year 4 and Calendar Year 5 Instruments** - equal to the number of days or hours in the applicable calendar year following the Swap Transaction Date;

**Rest of Year (First) Instrument** - equal to the number of days or hours in the remaining contiguous Months of a calendar year starting on the first day of the First Nearby Month and ending on the last day of the applicable December;

**Rest of Year (Second) Instrument** - equal to the number of days or hours in the remaining contiguous Months of the calendar year starting on the first day of the Second Nearby Month and ending on the last day of the applicable December;

**Concurrent Calendar Year Instrument** - equal to the number of days or hours in the concurrent calendar years starting on the first day of January of the first applicable year and ending on the last day of December of the last applicable year; and

**Concurrent Gas Year Instrument** - equal to the number of days or hours in the concurrent gas years starting on the first day of November of the first applicable year and ending on the last day of October of the last applicable year.

(April 7, 2006)

#### 4. SWAP INSTRUMENTS - FIXED PRICE AND NOTIONAL QUANTITY

Swap Instrument	Swap Trading System Mnemonic	Floating Price Units	Fixed Increments	Price Notional Quantity Units	Notional Quantity Increments
<b>ALBERTA GAS</b>					
Alberta - Fixed	AS	\$C/GJ	\$C 0.0001	GJ/d	0.1 TJ
Alberta - Basis	AB	\$US/MMBTU	\$US 0.0001	MMBTU/d	0.1 BBTU
AECO - Daily Basis	AC	\$US/MMBTU	\$US 0.0001	MMBTU/d	0.1 BBTU
Alberta - Swing	N/A				
AECO - Index	AX	\$US/MMBTU	\$US 0.001	MMBTU/d	0.1 BBTU
<b>SUMAS GAS</b>					
Sumas - Fixed	N/A				
Sumas - Basis	SB	\$US/MMBTU	\$US 0.0001	MMBTU/d	0.1 BBTU
Sumas - Daily Basis	SU	\$US/MMBTU	\$US 0.001	MMBTU/d	0.1 BBTU
Sumas - Swing	SD	\$US/MMBTU	\$US 0.0001	MMBTU/d	0.1 BBTU
Sumas - Index	SF	\$US/MMBTU	\$US 0.0001	MMBTU/d	0.1 BBTU
Sumas - AECO Basis Spread	SE	\$US/MMBTU	\$US 0.0001	MMBTU/d	0.1 BBTU
<b>MALIN GAS</b>					
Malin - Fixed	-	\$US/MMBTU	\$US 0.0001	MMBTU/d	0.1 BBTU
Malin - Basis	MA	\$US/MMBTU	\$US 0.0001	MMBTU/d	0.1 BBTU
Malin - Daily Basis	MD	\$US/MMBTU	\$US 0.0001	MMBTU/d	0.1 BBTU
Malin - Swing	MS	\$US/MMBTU	\$US 0.0001	MMBTU/d	0.1 BBTU
Malin - Index	MF	\$US/MMBTU	\$US 0.0001	MMBTU/d	0.1 BBTU
Malin - AECO Basis Spread	ME	\$US/MMBTU	\$US 0.0001	MMBTU/d	0.1 BBTU

Swap Instrument	Swap Trading System Mnemonic	Floating Price Units	Fixed Increments	Price Notional Quantity Units	Notional Quantity Increments
<b>ROCKY MOUNTAINS GAS</b>					
Rocky <u>Mountains</u> - Fixed	N/A	\$US/MMBTU	\$US 0.0001	MMBTU/d	0.1 BBTU
Rocky <u>Mountains</u> - Basis	RM	\$US/MMBTU	\$US 0.0001	MMBTU/d	0.1 BBTU
Rocky <u>Mountains</u> - Daily Basis	RD	\$US/MMBTU	\$US 0.0001	MMBTU/d	0.1 BBTU
Rocky <u>Mountains</u> - Swing	RS	\$US/MMBTU	\$US 0.0001	MMBTU/d	0.1 BBTU
Rocky <u>Mountains</u> - Index	RF	\$US/MMBTU	\$US 0.0001	MMBTU/d	0.1 BBTU
<u>Rocky Mountains - AECO Basis Spread</u>	<u>RA</u>	<u>\$US/MMBTU</u>	<u>\$US 0.0001</u>	<u>MMBTU/d</u>	<u>0.1 BBTU</u>
<b>CHICAGO GAS</b>					
Chicago - Fixed	N/A	\$US/MMBTU	\$US 0.0001	MMBTU/d	0.1 BBTU
Chicago - Basis	CS	\$US/MMBTU	\$US 0.0001	MMBTU/d	0.1 BBTU
Chicago - Swing	-	\$US/MMBTU	\$US 0.0001	MMBTU/d	0.1 BBTU
Chicago - Index	-	\$US/MMBTU	\$US 0.0001	MMBTU/d	0.1 BBTU
<b>MICHCON GAS</b>					
MichCon - Fixed	MX	\$US/MMBTU	\$US 0.0001	MMBTU/d	0.1 BBTU
MichCon - Basis	MA	\$US/MMBTU	\$US 0.0001	MMBTU/d	0.1 BBTU
MichCon - Swing	MW	\$US/MMBTU	\$US 0.0001	MMBTU/d	0.1 BBTU
MichCon - Index	MI	\$US/MMBTU	\$US 0.0001	MMBTU/d	0.1 BBTU
<b>PG &amp; E CITYGATE GAS</b>					
PG & E Citygate - Fixed	PF	\$US/MMBTU	\$US 0.0001	MMBTU/d	0.1 BBTU
PG & E Citygate - Basis	PB	\$US/MMBTU	\$US 0.0001	MMBTU/d	0.1 BBTU
PG & E Citygate - Daily Basis	PD	\$US/MMBTU	\$US 0.0001	MMBTU/d	0.1 BBTU
PG & E Citygate - Swing	PS	\$US/MMBTU	\$US 0.0001	MMBTU/d	0.1 BBTU
PG & E Citygate - Index	PI	\$US/MMBTU	\$US 0.0001	MMBTU/d	0.1 BBTU
PG & E Citygate - Malin Basis Spread	CM	\$US/MMBTU	\$US 0.0001	MMBTU/d	0.1 BBTU
<b>SOCAL GAS</b>					
Socal - Fixed	SX	\$US/MMBTU	\$US 0.0001	MMBTU/d	0.1 BBTU
Socal - Basis	SA	\$US/MMBTU	\$US 0.0001	MMBTU/d	0.1 BBTU
Socal - Daily Basis	SL	\$US/MMBTU	\$US 0.0001	MMBTU/d	0.1 BBTU
Socal - Swing	SW	\$US/MMBTU	\$US 0.0001	MMBTU/d	0.1 BBTU
Socal - Index	SN	\$US/MMBTU	\$US 0.0001	MMBTU/d	0.1 BBTU
Socal - <del>Rockies</del> - <u>Rocky Mountains</u> Basis Spread	SR	\$US/MMBTU	\$US 0.0001	MMBTU/d	0.1 BBTU
<u>Socal - AECO Basis Spread</u>	<u>SJ</u>	<u>\$US/MMBTU</u>	<u>\$US 0.0001</u>	<u>MMBTU/d</u>	<u>0.1 BBTU</u>
<u>Socal - Malin Basis Spread</u>	<u>SK</u>	<u>\$US/MMBTU</u>	<u>\$US 0.0001</u>	<u>MMBTU/d</u>	<u>0.1 BBTU</u>
<b>CIG ROCKIES GAS</b>					
CIG Rockies - Fixed	-	\$US/MMBTU	\$US 0.0001	MMBTU/d	0.1 BBTU
CIG Rockies - Basis	-	\$US/MMBTU	\$US 0.0001	MMBTU/d	0.1 BBTU
CIG Rockies - Daily Basis	CG	\$US/MMBTU	\$US 0.0001	MMBTU/d	0.1 BBTU
CIG Rockies - Swing	-	\$US/MMBTU	\$US 0.0001	MMBTU/d	0.1 BBTU
CIG Rockies - Index	-	\$US/MMBTU	\$US 0.0001	MMBTU/d	0.1 BBTU
<b>EL PASO PERMIAN GAS</b>					
El Paso Permian - Fixed	-	\$US/MMBTU	\$US 0.0001	MMBTU/d	0.1 BBTU
El Paso Permian - Basis	-	\$US/MMBTU	\$US 0.0001	MMBTU/d	0.1 BBTU
El Paso Permian - Daily Basis	EP	\$US/MMBTU	\$US 0.0001	MMBTU/d	0.1 BBTU
El Paso Permian - Swing	-	\$US/MMBTU	\$US 0.0001	MMBTU/d	0.1 BBTU
El Paso Permian - Index	-	\$US/MMBTU	\$US 0.0001	MMBTU/d	0.1 BBTU

Swap Instrument	Swap Trading System Mnemonic	Floating Price Units	Fixed Increments	Price Notional Quantity Units	Notional Quantity Increments
<b>EL PASO SAN JUAN GAS</b>					
El Paso San Juan - Fixed	-	\$US/MMBTU	\$US 0.0001	MMBTU/d	0.1 BBTU
El Paso San Juan - Basis	-	\$US/MMBTU	\$US 0.0001	MMBTU/d	0.1 BBTU
El Paso San Juan - Daily Basis	ES	\$US/MMBTU	\$US 0.0001	MMBTU/d	0.1 BBTU
El Paso San Juan - Swing	-	\$US/MMBTU	\$US 0.0001	MMBTU/d	0.1 BBTU
El Paso San Juan - Index	-	\$US/MMBTU	\$US 0.0001	MMBTU/d	0.1 BBTU
<b>HENRY GAS</b>					
Henry - Fixed (future)	FS	\$US/MMBTU	\$US 0.0001	MMBTU/d	0.1 BBTU
Henry - Basis	N/A				
Henry - Swing	HS	\$US/MMBTU	\$US 0.0001	MMBTU/d	0.1 BBTU
Henry - Index LDS-GCD	HF	\$US/MMBTU	\$US 0.0001	MMBTU/d	0.1 BBTU
<b>UNION DAWN GAS</b>					
Dawn - Daily Basis	DD	\$US/MMBTU	\$US0.0001	MMBTU/d	0.1 BBTU
<u>Dawn - Swing</u>	<u>DS</u>	<u>\$US/MMBTU</u>	<u>\$US0.0001</u>	<u>MMBTU/d</u>	<u>0.1 BBTU</u>
<b>ALBERTA ELECTRICITY</b>					
Alberta - Flat (7x24)	AF	\$C/MWh	\$C 0.05	MW/h	5 MW
Alberta On-Peak (6x16)	AP	\$C/MWh	\$C 0.05	MW/h	5 MW
Alberta Super Peak (7x6)	AB	\$C/MWh	\$C 0.05	MW/h	5 MW
Alberta Extended Peak (7x16)	AE	\$C/MWh	\$C 0.05	MW/h	5 MW
Alberta Off-Peak	AO	\$C/MWh	\$C 0.05	MW/h	5 MW
Alberta Extended Off-Peak (7x8)	AT	\$C/MWh	\$C 0.05	MW/h	5 MW
<b><u>ONTARIO ELECTRICITY</u></b>					
<u>Ontario - Flat (7x24)</u>	<u>OF</u>	<u>\$C/MWh</u>	<u>\$C 0.05</u>	<u>MW/h</u>	<u>5 MW</u>
<u>Ontario On-Peak (5x16)</u>	<u>OP</u>	<u>\$C/MWh</u>	<u>\$C 0.05</u>	<u>MW/h</u>	<u>5 MW</u>
<u>Ontario Off-Peak</u>	<u>OO</u>	<u>\$C/MWh</u>	<u>\$C 0.05</u>	<u>MW/h</u>	<u>5 MW</u>
<b>MID-C ELECTRICITY</b>					
Mid-C On Peak (6x16)	MP	\$C/MWh	\$US 0.05	MW/h	5 MW
Mid-C Off Peak	MO	\$C/MWh	\$US 0.05	MW/h	5 MW

(November 4, 2005)  
(November 29, 2005)

(April 7, 2006)

## 5. SWAP INSTRUMENTS - FLOATING PRICE

Swap Instrument	Trading System Mnemonic	Floating Price Units	Floating Price Description	Floating Price Publisher
<b>ALBERTA GAS</b>				
Alberta - Fixed	AS	\$C/GJ	Alberta One-Month Spot Index Price	Exchange's Website
Alberta - Basis	AB	\$US/MMBTU	Alberta One-Month Spot Index minus Henry Futures Settlement Price	Exchange's Website & Gas Daily
AECO - Daily Basis	AC	\$US/MMBTU	Daily Spot Index 5A Price (in \$US) minus Henry Futures Settlement Price	Exchange's Website & Gas Daily
Alberta - Swing	N/A		NOT AVAILABLE	
AECO - Index	AX	\$US/MMBTU	Daily Spot Index 5A Price (in \$US) minus Alberta One-Month Spot Index (\$US)	Exchange's Website
<b>SUMAS GAS</b>				
Sumas - Fixed	-	\$US/MMBTU	Sumas Spot Month Index Price	Inside FERC
Sumas - Basis	SB	\$US/MMBTU	Sumas Spot Month Index Price minus Henry Futures Settlement Price	Inside FERC & Gas Daily
Sumas - Swing	SD	\$US/MMBTU	Sumas Daily Index Price	Gas Daily
Sumas - Index	SF	\$US/MMBTU	Sumas Daily Index Price minus Sumas Spot Month Index Price	Gas Daily & Inside FERC
Sumas – AECO Basis Spread	-	\$US/MMBTU	Sumas Spot Month Index Price minus Alberta One-Month Spot Index Price	Inside FERC & Exchange's Website
Sumas – Daily Basis	SO	\$US/MMBTU	Sumas Daily Index Price minus Henry Futures Settlement Price	Exchange's Website & Gas Daily
<b>MALIN GAS</b>				
Malin - Fixed	-	\$US/MMBTU	Malin Bid week Index price	NGI
Malin - Basis	MA	\$US/MMBTU	Malin Bid week Index Price minus Henry Futures Settlement Price	NGI & Gas Daily
Malin - Daily Basis	-	\$US/MMBTU	Malin Daily Spot Index Price minus Henry Futures Settlement Price	Gas Daily
Malin - Swing	MS	\$US/MMBTU	Malin Daily Index Price	Gas Daily
Malin - Index	MF	\$US/MMBTU	Malin Daily Index Price minus Malin Bid week Index Price	Gas Daily & NGI
Malin – AECO Basis Spread	ME	\$US/MMBTU	Malin Bid week Index minus Alberta One-Month Spot Index Price	NGI & Exchange's Website
<b>ROCKY MOUNTAINS GAS</b>				
Rocky <u>Mountains</u> - Fixed	N/A	\$US/MMBTU	Rocky <u>Mountains</u> Spot Month Index Price	Inside FERC
Rocky <u>Mountains</u> - Basis	RM	\$US/MMBTU	Rocky <u>Mountains</u> Spot Month Index Price minus Henry Futures Settlement Price	Inside FERC & Gas Daily
Rocky <u>Mountains</u> - Daily Basis	-	\$US/MMBTU	Rocky <u>Mountains</u> Daily Spot Index Price minus Henry Futures Settlement Price	Gas Daily
Rocky <u>Mountains</u> - Swing	RS	\$US/MMBTU	Rocky <u>Mountains</u> Daily Index Price	Gas Daily
Rocky <u>Mountains</u> - Index	RF	\$US/MMBTU	Rocky <u>Mountains</u> Daily Index Price minus Rocky Spot Month Index Price	Gas Daily & Inside FERC
<u>Rocky Mountains - AECO Basis Spread</u>	<u>RA</u>	<u>\$US/MMBTU</u>	<u>Rocky Mountains Spot Month Index Price minus Alberta One Month Spot Index Price</u>	<u>Inside FERC &amp; Exchange's Website</u>
<b>CHICAGO GAS</b>				
Chicago - Fixed	-	\$US/MMBTU	Chicago Bid week Index Price	NGI
Chicago - Basis	CS	\$US/MMBTU	Chicago Bid week Index Price minus Henry Futures Settlement Price	NGI & Gas Daily
Chicago - Swing	-	\$US/MMBTU	Chicago Daily Index Price	Gas Daily
Chicago - Index	-	\$US/MMBTU	Chicago Daily Index Price minus Chicago Bid week Index Price	Gas Daily & NGI

Swap Instrument	Trading System Mnemonic	Floating Price Units	Floating Price Description	Floating Price Publisher
<b>MICHCON GAS</b>				
MichCon - Fixed	MX	\$US/MMBTU	MichCon Spot Month Index Price	Inside FERC
MichCon - Basis	MA	\$US/MMBTU	MichCon Spot Month Index Price minus Henry Futures Settlement Price	Inside FERC & Gas Daily
MichCon - Swing	MW	\$US/MMBTU	MichCon Daily Index Price	Gas Daily
MichCon - Index	MI	\$US/MMBTU	MichCon Daily Index Price minus MichCon Spot Month Index Price	Gas Daily & Inside FERC
<b>PG&amp;E CITYGATE GAS</b>				
PG&E Citygate - Fixed	PF	\$US/MMBTU	PG&E Citygate Bid week Index Price	NGI
PG&E Citygate - Basis	PS	\$US/MMBTU	PG&E Citygate Bid week Index Price minus Henry Futures Settlement Price	NGI & Gas Daily
PG&E Citygate - Daily Basis	-	\$US/MMBTU	PG&E Daily Citygate Spot Index minus Henry Futures Settlement Price	Gas Daily
PG&E Citygate - Swing	PS	\$US/MMBTU	PG&E Citygate Daily Index Price	Gas Daily
PG&E Citygate - Index	PI	\$US/MMBTU	PG&E Citygate Daily Index Price minus PG&E Citygate Bid week Index Price	Gas Daily & NGI
PG&E Citygate – Malin Basis Spread	CM	\$US/MMBTU	PG&E Citygate Bid Week Index Price minus Malin Bid Week Index Price	NGI
<b>SOCAL GAS</b>				
Socal - Fixed	SX	\$US/MMBTU	Socal Bid week Index Price	NGI
Socal - Basis	SA	\$US/MMBTU	Socal Bid week Index Price minus Henry Futures Settlement Price	NGI & Gas Daily
Socal - Daily Basis	-	\$US/MMBTU	Socal Daily Index Price minus Henry Futures Settlement Price	Gas Daily
Socal - Swing	SW	\$US/MMBTU	Socal Daily Index Price	Gas Daily
Socal - Index	SN	\$US/MMBTU	Socal Daily Index Price minus Socal Bid week Index Price	Gas Daily & NGI
Socal – <del>Rockies</del> Rocky Mountains Basis Spread	SR	\$US/MMBTU	Socal Bid week Index Price minus Rocky Spot Month Index Price	NGI & Inside FERC
<a href="#">Socal - AECO Basis Spread</a>	<a href="#">SJ</a>	<a href="#">\$US/MMBTU</a>	<a href="#">Socal Bid week Index Price minus Alberta One Month Spot Index Price</a>	<a href="#">NGI &amp; Exchange's Website</a>
<a href="#">Socal - Malin Basis Spread</a>	<a href="#">SK</a>	<a href="#">\$US/MMBTU</a>	<a href="#">Socal Bid week Index Price minus Malin Bid Week Index Price</a>	<a href="#">NGI</a>
<b>CIG ROCKIES GAS</b>				
CIG Rockies - Fixed	-	\$US/MMBTU	CIG <a href="#">Rockies</a> Spot Month Index Price	Inside FERC
CIG Rockies - Basis	-	\$US/MMBTU	CIG <a href="#">Rockies</a> Spot Month Index Price minus Henry Futures Settlement Price	Gas Daily
CIG Rockies - Daily Basis	CG	\$US/MMBTU	CIG <a href="#">Rockies</a> Daily Index Price minus Henry Futures Settlement Price	Gas Daily
CIG Rockies - Swing	-	\$US/MMBTU	CIG <a href="#">Rockies</a> Daily Index Price	Gas Daily
CIG Rockies - Index	-	\$US/MMBTU	CIG <a href="#">Rockies</a> Daily Index Price minus CIG Spot Month Index Price	Gas Daily & Inside FERC
<b>EL PASO PERMIAN GAS</b>				
El Paso Permian - Fixed	-	\$US/MMBTU	EP Permian Spot Month Index Price	Inside FERC
El Paso Permian - Basis	-	\$US/MMBTU	EP Permian Spot Month minus Henry Futures Settlement Price	Gas Daily
El Paso Permian - Daily Basis	EP-	\$US/MMBTU	EP Permian Daily Index Price minus Henry Futures Settlement Price	Gas Daily
El Paso Permian - Swing	-	\$US/MMBTU	EP Permian Daily Index Price	Gas Daily
El Paso Permian - Index	-	\$US/MMBTU	EP Permian Daily Index Price minus EP Permian Spot Month Index Price	Gas Daily & Inside FERC
<b><a href="#">EL PASO SAN JUAN GAS</a></b>				

Swap Instrument	Trading System Mnemonic	Floating Price Units	Floating Price Description	Floating Price Publisher
<b>EL PASO SAN JUAN GAS</b>				
El Paso San Juan- Fixed	-	\$US/MMBTU	EP San Juan Spot Month Index Price	Inside FERC
El Paso San Juan - Basis	-	\$US/MMBTU	EP San Juan Spot Month minus Henry Futures Settlement Price	Inside FERC
El Paso San Juan - Daily Basis	ES-	\$US/MMBTU	EP San Juan Daily Index minus Henry Futures Settlement Price	Gas Daily
El Paso San Juan- Swing	-	\$US/MMBTU	EP San Juan Daily Index Price	Gas Daily
El Paso San Juan - Index	-	\$US/MMBTU	EP San Juan Daily Index Price minus EP San Juan Spot Month Index Price	Gas Daily & Inside FERC
<b>HENRY GAS</b>				
Henry - Fixed (future)	FS	\$US/MMBTU	Henry Futures Settlement Price	Gas Daily
Henry - Basis	N/A		NOT AVAILABLE	
Henry - Swing	HS	\$US/MMBTU	Henry Daily Index Price	Gas Daily
Henry - Index	HF	\$US/MMBTU	Henry Daily Index Price minus Henry Futures Settlement Price	Gas Daily
<b>UNION DAWN GAS</b>				
Dawn – Daily Basis	DD	\$US/MMBTU	NGX <a href="#">Union Dawn Daily Spot Gas-Price</a>	Exchange's Website
<a href="#">Dawn - Swing</a>	<a href="#">DS</a>	<a href="#">\$US/MMBTU</a>	<a href="#">NGX Union Dawn Daily Spot Price</a>	<a href="#">Exchange's Website</a>
<b>ALBERTA ELECTRICITY</b>				
Alberta - Flat (7x24)	AF	\$C/MWh	Alberta Electricity Floating Price	AESO Website
Alberta - Peak (6x16)	AP	\$C/MWh	Alberta Electricity Floating Price	AESO Website
Alberta Super Peak (7x6)	AS	\$C/MWh	Alberta Electricity Floating Price	AESO Website
Alberta Extended Peak (7x16)	AE	\$C/MWh	Alberta Electricity Floating Price	AESO Website
Alberta Off Peak	AO	\$C/MWh	Alberta Electricity Floating Price	AESO Website
Alberta Extended Off Peak (7x8)	AT	\$C/MWh	Alberta Electricity Floating Price	AESO Website
<b>ONTARIO ELECTRICITY</b>				
<a href="#">Ontario - Flat (7x24)</a>	<a href="#">OF</a>	<a href="#">\$C/MWh</a>	<a href="#">Hourly Ontario Electricity Price</a>	<a href="#">IESO Website</a>
<a href="#">Ontario On-Peak (5x16)</a>	<a href="#">OP</a>	<a href="#">\$C/MWh</a>	<a href="#">Hourly Ontario Electricity Price</a>	<a href="#">IESO Website</a>
<a href="#">Ontario Off-Peak</a>	<a href="#">OO</a>	<a href="#">\$C/MWh</a>	<a href="#">Hourly Ontario Electricity Price</a>	<a href="#">IESO Website</a>
<b>MID-C ELECTRICITY</b>				
Mid-C On Peak (6x16)	MP	\$C/MWh	Mid-C On-Peak Floating Price	DJES
Mid-C Off Peak	MO	\$C/MWh	Mid-C Off-Peak Floating Price	DJES

(November 4, 2005)  
(November 29, 2005)

(April 7, 2006)

## 6. OPTION INSTRUMENTS

Option Instrument	Trading System Mnemonic	Option Premium Price	Strike Price	Underlying Transaction	Underlying Price	Option Exercise Date
Alberta - Fixed Swap Call Option	N/A	\$C/GJ	\$C/GJ	Alberta - Fixed Swap	Alberta One-Month Spot Index Price as per Exchange's Website (\$C/GJ)	Date Underlying Price is established by Exchange
Alberta - Fixed Swap Put Option	N/A	\$C/GJ	\$C/GJ	Alberta - Fixed Swap	Alberta One-Month Spot Index Price as per Exchange's Website (\$C/GJ)	Date Underlying Price is established by Exchange

(June 23, 2005)

7. **RELATIONSHIP TO AGREEMENT**

Nothing in this Schedule "E" will impair the obligations or rights of Exchange or the rights or obligations of the Contracting Party pursuant to this Agreement. Any Contracting party which is a party to a Swap Transaction or Option Transaction hereby agrees that any such Swap Transaction or Option Transaction includes the provisions of this Schedule "E" and is subject to the terms of the Agreement.

(June 23, 2005)

8. **AVAILABILITY**

Swap Transactions and Option Transactions in respect of the respective Instruments may be entered into up to such times on such Trading Days as is stipulated by Exchange on the Trading System. Exchange may not list every Swap Instrument or Option Instrument shown on the table of Swap Instruments and the table of Option Instruments above.

(June 23, 2005)

9. **DETERMINATION OF SWAP CLEARING AMOUNTS FOR SWAP CONTRACTS**

a. Fixed - for - Floating (in \$C or \$US)

Alberta (in \$C)  
Sumas (in \$C)  
MichCon (in \$US)  
PG&E Citygate (in \$US)  
Chicago (in \$US)  
~~Rockies~~Rocky Mountains (in \$US)  
Malin (in \$US)  
Henry (in \$US)  
CIG Rockies (in \$US)  
El Paso Permian (in \$US)  
El Paso San Juan (in \$US)

b. Basis & Daily Basis (all in \$US)

Alberta Gas  
AECO Daily Basis  
Sumas Gas  
Sumas Daily Basis  
Chicago Gas  
MichCon Gas  
Malin Gas  
~~Rockies~~Rocky Mountains Gas  
PG&E Citygate Gas  
Socal Gas  
CIG Rockies  
El Paso Permian  
El Paso San Juan  
Dawn Daily Basis

c. Swing (all in \$US)

Sumas Gas  
Henry Gas  
Malin Gas  
~~Rockies~~Rocky Mountains Gas  
PG&E Citygate Gas  
Socal Gas

Union Dawn Gas

CIG Rockies  
El Paso Permian  
El Paso San Juan

(April 7, 2006)

d. Electricity

Alberta Flat (7 x 24) (in \$C)  
Alberta Peak (6 x 16) (in \$C)  
Alberta Super-Peak (7 x 6) (in \$C)  
Alberta Extended Peak (7 x 16)(in \$C)  
Alberta Off Peak (in \$C)  
Alberta Extended Off Peak (7 x 8) (in \$C)  
Ontario - Flat (7x24) (in \$C)  
Ontario On-Peak (5x16) (in \$C)  
Ontario Off-Peak (in \$C)  
Mid-C Peak (6 x 16) (in \$US)  
Mid-C Off Peak (in \$US)

(November 29, 2005 April 7, 2006)

e. Index (all in \$US)

Sumas Gas  
Henry Gas - LDS - GDD  
Malin Gas  
~~Rockies~~Rocky Mountains Gas  
PG&E Citygate Gas  
Socal Gas  
CIG Rockies  
El Paso Permian  
El Paso San Juan  
AECO Index  
Malin Index  
~~Rockies~~Rocky Mountains Index  
PG&E Citygate Index  
Socal Index  
CIG Rockies Index  
El Paso Permian Index  
El Paso San Juan Index  
Sumas Index

f. Spread

Malin – AECO Basis Spread  
Socal – ~~Rockies~~Rocky Mountains Basis Spread  
PG&E Citygate – Malin Basis Spread  
Sumas – AECO Basis Spread  
~~(November 4, 2005~~Socal – AECO Basis Spread  
Socal – Malin Basis Spread  
Rocky Mountains – AECO Basis Spread

(April 7, 2006)

g. Calculation of Fixed Amount:

The Fixed Amount payable under a Transaction by the Fixed Price Payer will be calculated as follows:

*The Fixed Amount equals the Notional Quantity times the Calculation Period times the Fixed Price.*

h. Calculation of Floating Amount:

The Floating Amount payable under a Swap Transaction by the Floating Price Payer will be calculated as follows:

*The Floating Amount equals the Notional Quantity times the Calculation Period times the Floating Price.*

i. Calculation of Swap Clearing Amount:

Swap Clearing Amount for each Swap Transaction is the resulting amount achieved by subtracting the Floating Amount from the Fixed Amount, i.e. Swap Clearing Amount equals the Fixed Price Amount minus the Floating Price Amount.

Fixed Price Payer of the Swap Transaction agrees to pay on the Swap Settlement Date the positive Swap Clearing Amount (expressed in \$C or \$US).

Floating Price Payer of the Swap Transaction agrees to pay on the Swap Settlement Date the absolute value of the negative Swap Clearing Amount (expressed in \$C or \$US).

**10. DETERMINATION OF OPTION PREMIUM AMOUNT, OPTION EXERCISE CONDITIONS AND EFFECT OF OPTION EXERCISE**

a. Calculation of Option Premium Amount:

The Option Premium Amount payable by the Option Buyer under an Option Transaction in which the relevant Underlying Transaction is a Swap Transaction equals the Option Premium Price times the Notional Quantity for such Swap Transaction times the Calculation Period for such Swap Transaction.

b. Description of Option Exercise Conditions:

Call Options: An Option Transaction that relates to a Call Option on an Underlying Transaction that is a Swap Transaction will be exercised (the "Exercise") such that the Option Buyer shall cause the Underlying Transaction to become effective if the following conditions have been met:

- i. In the case of an AECO - Fixed Swap Call Option, if the Underlying Price is greater than the Strike Price on the respective Option Exercise Date.

Put Options: An Option Transaction that relates to a Put Option on an Underlying Transaction that is a Swap Transaction will be exercised (the "Exercise") such that the Option Buyer shall cause the Underlying Transaction to become effective if the following conditions have been met:

- i. In the case of an AECO - Fixed Swap Put Option, if the Underlying Price is less than the Strike Price on the respective Option Exercise Date.

c. Effect of Option Exercise:

AECO - Fixed Swap Call Option - If the Exercise (as defined above in respect of Call Options) occurs, then the Underlying Transaction (the Alberta - fixed swap) becomes effective and as of the Exercise the terms and conditions applicable to such Underlying Transaction govern and the following is deemed to have occurred:

- i. the Option Buyer becomes the Fixed Price Payer in respect of such Alberta - fixed Swap Transaction (the "Alberta Fixed Swap") and has the respective rights and obligations of such payer

under this Agreement, including with respect to the applicable Swap Clearing Amount payable on the respective Swap Settlement Date;

- ii. the Option Seller becomes the Floating Price Payer in respect of the Alberta Fixed Swap and has the respective rights and obligations of such payer under this Agreement, including with respect to the applicable Swap Clearing Amount payable on the respective Swap Settlement Date;
- iii. the Strike Price becomes the Fixed Price in respect of the Alberta Fixed Swap; and
- iv. the Underlying Price becomes the Floating Price in respect of the Alberta Fixed Swap.

AEEO - Fixed Swap Put Option - If the Exercise (as defined above in respect of Put Options) occurs, then the Underlying Transaction (the Alberta - fixed swap) becomes effective and as of the Exercise the terms and conditions applicable to such Underlying Transaction govern and the following is deemed to have occurred:

- i. the Option Buyer becomes the Floating Price Payer in respect of such Alberta - fixed Swap Transaction (the "Alberta Fixed Swap") and has the respective rights and obligations of such payer under this Agreement, including with respect to the applicable Swap Clearing Amount payable on the respective Swap Settlement Date;
- ii. the Option Seller becomes the Fixed Price Payer in respect of the Alberta Fixed Swap and has the respective rights and obligations of such payer under this Agreement, including with respect to the applicable Swap Clearing Amount payable on the respective Swap Settlement Date;
- iii. the Underlying Price becomes the Floating Price in respect of the Alberta Fixed Swap; and
- iv. the Strike Price becomes the Fixed Price in respect of the Alberta Fixed Swap.

If an Option Transaction is not Exercised (as defined above), then such Option Transaction shall be deemed to have met the Option Expiry Conditions and such Option Transaction will expire on the respective Option Exercise Date with no further opportunity for the Underlying Transaction to become effective.

In the event that the Underlying Price for any Option Transaction (where the Underlying Transaction is a Swap Transaction) is corrected (the "Correction"), by the publication from which the applicable price is derived, after the Option Exercise Date, Exchange will post on Exchange's Website for access by the respective Option Buyer and corresponding Option Seller the corrected Underlying Price (the "Corrected Underlying Price"). In the case where such Option Transaction was exercised on the Option Exercise Date and the relevant Underlying Transaction became effective, if the Corrected Underlying Price means that the respective Option Exercise Conditions would not have been met, the Underlying Transaction will be cancelled if (a) the Corrected Underlying Price is lower than the Strike Price in the case of a Call Option, or higher than the Strike Price in the case of a Put Option, and (b) the Correction occurs within thirty (30) days (the "Correction Date") of the Option Exercise Date.

In the case where such Option Transaction expired on the Option Exercise Date, if the Corrected Underlying Price means that the respective Option Exercise Conditions would have been met, then the expiry will be cancelled and the Underlying Transaction will be deemed to have become effective as of the Option Exercise Date if (a) the Corrected Underlying Price is higher than the Strike price in the case of a Call Option, or lower than the Strike Price in the case of a Put Option and (b) the Correction occurs within thirty (30) days (the "Correction Date") of the Option Exercise Date.

(June 23, 2005)

11. **SWAP INVOICES AND OPTION INVOICES**

Invoices for the Swap Clearing Amounts and Option Premium Amounts will be determined in accordance with this Schedule "E" and Section 8.4 of this Agreement. Invoices will be due and payable as follows:

Fixed for Floating Swap Transactions - 6<sup>th</sup> Business Day of the contract Month of the Calculation Period

Basis Swap Transactions - 6<sup>th</sup> Business Day of the contract Month of the Calculation Period

Index and Floating - for - Floating Swap Transactions - 6<sup>th</sup> Business Day of the contract Month of the Calculation Period

Electricity Swap Transactions - 6<sup>th</sup> Business Day of the Month following the contract Month of the Calculation Period

Swing Swap Transactions - 6<sup>th</sup> Business Day of the Month following the contract Month of the Calculation Period

Options - Option Premium Amount - ~~three (3)~~two (2) Business Days following the transaction date when the Option Instrument was purchased; with respect to the Underlying Transaction if the respective Option Transaction is exercised on the applicable Option exercise Date, Invoicing will occur as per the Underlying Transaction.

(~~June 23, 2005~~February 24, 2006)

12. **LIABILITY**

No Indirect Damages - Other than as specifically set forth in the Agreement, in no event shall Exchange or the Contracting Party be liable under the Agreement or any Swap Transaction or Option Transaction for any special, consequential or indirect damages or claims, including without limitation, loss of profits or revenues, cost of capital or claims of any of the suppliers or customers to the Contracting Party arising out of any Swap Party's Default, Option Party's Default or any Exchange Default or any other matter for which liability may be assessed under the Agreement or any Swap Transaction.

(June 23, 2005)

13. **INTERPRETATION**

- a. All amounts of money referred to herein or in the Agreement are in Canadian dollars or United States dollars.
- b. Capitalized words and phrases used in this Schedule and not defined in this Schedule will have the same meaning as set forth in the Agreement.

14. **DEFINITIONS**

- a. "Alberta Flat" means the periods on each calendar day as follows:
  - i. in the case of a Sunday on and from which time is to be one hour in advance of mountain standard time (first Sunday in April), the twenty-three (23) hour period starting at 0000 MPT and ending at 2400 MPT (HE0100 to HE2300 inclusive);
  - ii. in the case of a Sunday on and from which time is no longer to be one hour in advance of mountain standard time (last Sunday in October), the twenty-five (25) hour period starting at 0000 MPT and ending at 2400 MPT (HE0100 to HE2500 inclusive); and

- iii. for all other calendar days, the twenty-four (24) hour period starting at 0000 MPT and ending at 2400 MPT (HE0100 to HE2400 inclusive);
- b. "Alberta Electric System Operator" or "AESO" means the Alberta Electric System Operator (formerly known as Power Pool of Alberta), a not-for-profit corporation established under the Alberta *Electric Utilities Act* of 1995;
- c. "Alberta Electricity Floating Price" means the actual hourly price of Electricity as published (in final, not forecast form) by the AESO in the table entitled "Actual/Forecast" reported for the applicable day in the column for "Actual Posted Pool Price" and in the rows for the applicable Calculation Period, on the AESO internet web page currently located at [www.powerpool.ab.ca/Markets/Reports/ActualForecastReportServelet](http://www.powerpool.ab.ca/Markets/Reports/ActualForecastReportServelet); provided that such Alberta Electricity Floating Price shall be corrected to reflect any "Pool Price Errors" as may be posted on such web page, or otherwise communicated, from time to time by the Power Pool of Alberta;
- d. "Alberta Extended Off-Peak" means the eight (8) hour periods for each day starting at 2300 MPT and ending at 0700 MPT (HE 2400 to HE 0700 inclusive);

(November 29, 2005)
- e. "Alberta Extended Peak" means the sixteen (16) hour periods for each day starting at 0700 MPT and ending at 2300 MPT (HE 0800 to HE 2300 inclusive);
- f. "Alberta Off-Peak" means the periods as follows:
  - i. in the case of a Sunday on and from which time is to be one hour in advance of mountain standard time (first Sunday in April), the twenty-three (23) hour period starting at 0000 MPT and ending at 2400 MPT (HE0100 to HE2300 inclusive);
  - ii. in the case of a Sunday on and from which time is no longer to be one hour in advance of mountain standard time (last Sunday in October), the twenty-five (25) hour period starting at 0000 MPT and ending at 2400 MPT (HE0100 to HE2500 inclusive);
  - iii. for all other Sundays, the twenty-four (24) hour period starting at 0000 MPT and ending at 2400 MPT (HE0100 to HE2400 inclusive);
  - iv. for each NERC Holiday, the twenty-four (24) hour period starting at 0000 MPT and ending at 2400 MPT (HE0100 to HE2400 inclusive); and
  - v. for each Monday, Tuesday, Wednesday, Thursday, Friday and Saturday which is not NERC Holiday, the seven (7) hour period starting at 0000 MPT and ending at 0700 MPT (HE0100 to HE0700 inclusive); and the one (1) hour period starting at 2300 MPT and ending at 2400 MPT (HE2400);
- g. "Alberta One Month Spot Index Price" means for any Calculation Period:
  - i. the average price of intra-Alberta gas bought and sold for the entire Calculation Period on the TCPL Alberta System based on agreements made during the Month immediately prior to the delivery Month, (A) as reported by the CGPR for the entire Calculation Period in the "Canadian Natural Gas Supply Price" table, in the column marked "Avg" containing the Calculation Period, on the line "AECO "C" N.I.T. One-Month Spot", or any words or phrases used in substitution therefor; or (B) as reported on Exchange's Website in the members area in a table entitled "AECO 'C' N.I.T. - One Month Spot Price"; or

(June 23, 2005)

- ii. in the event that CGPR does not report the Alberta One Month Spot Index Price hereunder, or the Alberta One Month Spot Index Price is otherwise not determinable, the price will be the price determined by NGX with reference to the most comparable reported prices in respect of intra-Alberta gas bought and sold for the entire Calculation Period on the TCPL West System based on agreements made during the Month immediately prior to the Calculation Period;
- h. "Alberta Peak" means the sixteen hour (16) periods for each Monday, Tuesday, Wednesday, Thursday, Friday and Saturday which is not a NERC Holiday, starting at 0700 MPT and ending at 2300 MPT (HE0800 to HE2300 inclusive);
- i. "Alberta Super Peak" means the six (6) hour periods for each day starting at 1700 MPT and ending at 2300 MPT (HE1800 to HE2300 inclusive);
- j. "BBTU" means billions ( $10^9$ ) British thermal units;
- k. "Calculation Period" means the number of days in the term of a natural gas Swap Transaction, or the number of days in the term of the Underlying Transaction if an Option Transaction; and the number of hours in the term of an electricity Swap Transaction;

(June 23, 2005)

- l. "CGPR" means Canadian Gas Price Reporter, or any successor publication published by Enerdata Ltd., or its successor;
- m. "Chicago Bid week Index Price" means for any Calculation Period:
  - i. the index price in U.S. dollars per MMBtu for the applicable Month as published in NGI in the table "(Applicable Month) Bid week" corresponding to "Midwest-Chicago Citygate - Bid Week Avg"; or
  - ii. in the event that NGI does not report the required information to determine the Chicago Bid week Month Index Price, or such price is otherwise not available, the price will be determined by Exchange with reference to the most comparable reported prices in respect of gas bought and sold for the entire delivery Month at the Chicago Citygate;
- n. "Chicago Daily Index Price" means for any Calculation Period:
  - i. the arithmetic average price in US dollars per MMBtu for the applicable flow day(s) as published in Gas Daily in the table "Daily Price Survey (\$/MMBtu)" corresponding to "Citygates - Chicago Citygates - Midpoint"; or
  - ii. in the event that Gas Daily does not report the required information to determine the Henry Daily Index Price, or such price is otherwise not determinable, the price will be determined by Exchange with reference to the most comparable reported prices in respect of gas bought and sold at the Chicago Citygate Market Center;

(June 23, 2005)

- o. "CIG Rockies Daily Index Price" for any Calculation Period means:
  - i. the arithmetic average price in U.S. dollars per MMBtu for the applicable flow day(s) as published in Gas Daily in the table "Daily Price Survey (\$/MMBtu)" corresponding to "Rockies, CIG, Rocky Mountains - Mid-point"; or

- ii. in the event that Gas Daily does not report the required information to determine the CIG Rockies Daily Index price, or if the CIG Rockies Daily Index Price is otherwise not determinable, the price will be determined by Exchange with reference to the most comparable reported price in respect of gas bought and sold at the CIG, Rocky Mountains market center;

(June 23, 2005)

p. "CIG Rockies Spot Month Index Price" for any Calculation Period means:

- i. the index price in U.S. dollars per MMBtu for the applicable Month as published in "Inside FERC's Gas Market Report" in the table "Prices of Spot Gas Delivered to Pipelines (per MMBtu)" corresponding to "Colorado Interstate Gas Co., Rocky Mountains - Index"; or
- ii. in the event that Inside FERC does not report the required information to determine CIG Rockies Spot Month Index Price hereunder, or the CIG Rockies Spot Month Index Price is otherwise not determinable, the price will be the price determined by Exchange with reference to the most comparable reported prices in respect of gas bought and sold at the CIG, Rocky Mountains market center;

(June 23, 2005)

q. "Currency Conversion" means the currency conversion for converting Canadian dollars to US dollars as published on the Bank of Canada's website;

(June 23, 2005)

r. "Daily Index 5A Price" - for any Calculation Period means:

- i. the arithmetic average price in Canadian dollars per GJ for the applicable flow day(s) corresponding to line 5A of the monthly totals: (A) as published on the Canadian Domestic Gas Price Report page and in the "Daily Spot Gas Price at AECO C & Nova Inventory Transfer" table of the CGPR; or (B) as reported by Exchange on its website members area in the table entitled "AECO "C" - N.I.T. Daily Index Price";
- ii. the arithmetic average price in \$US dollars per MMBtu for the applicable flow days corresponding to E.14.p.i above converted from US dollars to Canadian dollars at the noon currency conversion rate on each Business Day and converted from GJ to MMBtu at the Energy Conversion Rate; or
- iii. in the event that the CGPR or Exchange does not report the required information to determine the Daily Index 5A Price hereunder, or the Daily Index 5A Price is otherwise not determinable, the price will be the price determined by Exchange based on the arithmetic average of:
  - A. for each Gas Day (Monday to Thursday, inclusive) the daily weighted average for all same day (IA-SD) Physical Transactions executed through the Trading System at the Intra-Alberta Hub; and
  - B. the weighted average for all weekend (IA-F3) Physical Transactions executed through the Trading System as a proxy for Friday, Saturday or Sunday plus any Canadian statutory holidays that are included in the weekend Physical Transactions at the Intra-Alberta Hub;

(June 23, 2005)

s. "DJ" means Dow Jones Newswire and "DJES" means Dow Jones Energy Services;

t. "Effective Date" means in respect of a Swap Transaction, the first day of the term specified in any Swap Instrument pursuant to this Schedule "E";

u. "Energy Conversion Rate" means the energy conversion rate for GJ and MMBtu as published by the Gas Industry Standards Board;

(June 23, 2005)

v. "EP Permian Daily Index Price" for any Calculation Period means:

i. the arithmetic average price in U.S. dollars per MMBtu for the applicable flow day(s) as published in Gas Daily in the table "Daily Price Survey (\$/MMBtu)" corresponding to "Permian Basin Area - El Paso, Permian Basin- Mid-point"; or

ii. in the event that Gas Daily does not report the required information to determine the EP Permian Daily Index price, or if the EP Perm Daily Index Price is otherwise not determinable, the price will be determined by Exchange with reference to the most comparable reported price in respect of gas bought and sold at the El Paso, Permian Basin market center;

(June 23, 2005)

w. "EP Permian Spot Month Index Price" for any Calculation Period means:

i. the index price in U.S. dollars per MMBtu for the applicable Month as published in "Inside FERC's Gas Market Report" in the table "Prices of Spot Gas Delivered to Pipelines (per MMBtu)" corresponding to "El Paso Natural Gas Co., Permian Basis - Index"; or

ii. in the event that Inside FERC does not report the required information to determine the EP Permian Spot Month Index Price hereunder, or the EP Permian Spot Month Index Price is otherwise not determinable, the price will be the price determined by Exchange with reference to the most comparable reported prices in respect of gas bought and sold at the El Paso, Permian Basin market center;

(June 23, 2005)

x. "EP SJ Daily Index Price" for any Calculation Period means:

i. the arithmetic average price in U.S. dollars per MMBtu for the applicable flow day(s) as published in Gas Daily in the table "Daily Price Survey (\$/MMBtu)" corresponding to "New Mexico - San Juan Basin, El Paso, San Juan Basin - Mid-point"; or

ii. in the event that Gas Daily does not report the required information to determine the EP SJ Daily Index price, or if the EP SJ Daily Index Price is otherwise not determinable, the price will be determined by Exchange with reference to the most comparable reported price in respect of gas bought and sold at the El Paso, San Juan Basin market center;

(June 23, 2005)

y. "EP SJ Spot Month Index Price" for any Calculation Period means:

i. the index price in U.S. dollars per MMBtu for the applicable Month as published in "Inside FERC's Gas Market Report" in the table "Prices of Spot Gas Delivered to Pipelines (per MMBtu)" corresponding to "El Paso Natural Gas Co., San Juan Basin - Index"; or

- ii. in the event that Inside FERC does not report the required information to determine the EP SJ Spot Month Index Price hereunder, or the EP SJ Spot Month Index Price is otherwise not determinable, the price will be the price determined by Exchange with reference to the most comparable reported prices in respect of gas bought and sold at the El Paso, San Juan Basin market center;

(June 23, 2005)

z. "EPT" means eastern prevailing time;

(April 7, 2006)

- aa. "Fixed Amount" means an amount payable by the Fixed Price Payer on the Swap Settlement Date to be determined by reference to the Fixed Price, Notional Quantity and Calculation Period for the applicable Swap Instrument as specified in this Schedule "E";
- bb. "Fixed Price" means the fixed price as negotiated electronically for the applicable Swap Instrument as specified in this Schedule "E" and agreed to by Exchange and the Contracting Party upon entering into the Swap Transaction;
- cc. "Fixed Price Payer" means the party which is obligated to make payments in respect of the Swap Transaction of amounts calculated by reference to the Fixed Price, Notional Quantity and Calculation Period, as the case may be;
- dd. "Floating Amount" means an amount payable by the floating price Payer on the Swap Settlement Date determined by reference to the Floating Price, Notional Quantity and Calculation Period for the applicable Swap Instrument as specified in this Schedule "E";
- ee. "Floating Price" means the floating price for the applicable Swap Instrument as specified in this Schedule "E";
- ff. "Floating Price Payer" means the party which is obligated to make payments from time to time in respect of the Swap Transaction of amounts calculated by reference to the Floating Price, Notional Quantity and Calculation Period, as the case may be;
- gg. "Gas Daily" means a publication entitled Platt's Gas Daily published by Platt's, a division of the McGraw Hill Companies;
- hh. "Gigajoule" or "GJ" means 1,000,000,000 Joules;
- ii. "Henry Daily Index Price means for any Calculation Period:
  - (i) the arithmetic average price in US dollars per MMBtu for the applicable flow day(s) as published in Gas Daily in the table "Daily Price Survey" corresponding to "Louisiana Onshore South - Henry Hub: Midpoint"; or
  - (ii) in the event that Gas Daily does not report the required information to determine the Henry Daily Index Price, or such price is otherwise not determinable, the price will be determined by Exchange with reference to the most comparable reported prices in respect of gas bought and sold at the Henry Hub;

(June 23, 2005)

- jj. "Henry Futures Settlement Price" means:
- (i) the settlement price on the last trading day of a monthly Henry futures contract which corresponds to the applicable Month under a Swap Transaction expressed in US\$ per MMBTU (to four decimal points) as reported in Gas Daily in the table entitled "Futures NYMEX at Henry Hub" under the column called "Settlement", or
  - (ii) in the event that Gas Daily does not report a Futures NYMEX at Henry Hub settlement price, Exchange will determine the Henry Futures Settlement Price based on the most comparable reported prices for the applicable Month;
- kk. "Hour Ending" or "HE" means the period ending that hour, e.g. HE1100 means the time starting 10:00:00 and ending at 10:59:59 hours;
- ll. "Hourly Ontario Electricity Price" or "HOEP" means the Hourly Ontario Electricity Price as published by the Ontario Independent Electricity System Operator ("IESO") on their website. In the event that Locational Marginal Pricing is introduced in the Ontario electricity market or the Exchange determines, in its sole discretion acting reasonably, that the HOEP is no longer the applicable reference to determine the Floating Price Description for the Ontario Electricity Swap Instruments, the Exchange reserves the right to select an alternative index source to provide the Floating Price Description for the Ontario Electricity Swap Instruments;
- (April 7, 2006)
- mm. "IESO" means the Ontario Independent Electricity System Operator, a not-for-profit entity established by the Government of Ontario;
- (April 7, 2006)
- nn. "Inside FERC" means Inside FERC's Gas Market Report as published by Platts, a division of McGraw-Hill Companies;
- oo. "Joule" means that amount of work done when the point of application of a force of one (1) newton is displaced a distance of one (1) metre in the direction of the force;
- pp. "Malin Daily Index Price" for any Calculation Period means:
- i. the arithmetic average price in US dollars per MMBtu for the applicable flow days as published in Gas Daily in the table "Daily Price Survey" corresponding to "Others - PG&E, Malin - Midpoint"; or
  - ii. in the event that Gas Daily does not report the required information to determine the Malin Daily Index Price hereunder, or the Malin Daily Index Price is otherwise not determinable by Exchange with reference to the most comparable reported prices in respect or gas bought and sold at the Malin market centre.
- qq. "Malin Bid week Index Price" for any Calculation Period means:
- i. the index price in U.S. dollars per MMBtu for the applicable Month as published in NGI in the table entitled "(Applicable Month) Bid week" corresponding to "California - Malin - avg."; or

- ii. in the event that NGI does not report the required information to determine the Malin Bid week Index Price hereunder, or the Malin Bid week Index Price is otherwise not determinable, the price will be the price determined by Exchange with reference to the most comparable reported prices in respect of gas bought and sold at the Malin, Oregon Market Center;

(June 23, 2005)

rr. "Mid-C Floating Price" means:

- i. for Mid-C On-Peak Swap Transactions, the arithmetic average of the daily firm on-peak electricity prices reported during the applicable Calculation Period in the Dow Jones Mid-Columbia Electricity Price Indexes made available to DJ Telerate subscribers;
- ii. for Mid-C Off-Peak Swap Transactions, the arithmetic average of the daily firm off-peak electricity prices reported during the applicable Calculation Period in the Dow Jones Mid-Columbia Electricity Price Indexes made available to DJ Telerate subscribers;

ss. "Mid-C Off-Peak" means the periods as follows:

- i. in the case of a Sunday on and from which time is to be one hour in advance of mountain standard time (first Sunday in April), the twenty-three (23) hour period starting at 0000 PPT and ending at 2400 PPT;
- ii. in the case of a Sunday on and from which time is no longer to be one hour in advance of mountain standard time (last Sunday in October), the twenty-five (25) hour period starting at 0000 PPT and ending at 2400 PPT;
- iii. for all other Sundays, the twenty-four (24) hour period starting at 0000 PPT and ending at 2400 PPT;
- iv. for each NERC Holiday, the twenty-four (24) hour period starting at 0000 PPT and ending at 2400 PPT;
- v. for each Monday, Tuesday, Wednesday, Thursday, Friday and Saturday which is not a NERC Holiday, the seven (7) hour period starting at 0000 PPT and ending at 0700 PPT, and the one (1) hour period starting at 2300 PPT and ending at 2400 PPT;

tt. "Mid-C On-Peak" means the sixteen (16) hour periods for each Monday, Tuesday, Wednesday, Thursday, Friday and Saturday which is not a NERC Holiday, starting at 0700 PPT and ending at 2300 PPT;

uu. "Megawatt" or "MW" means one million (1,000,000) Watts;

vv. "Megawatt-hour" or "MWh" means one megawatt of electricity for one hour;

ww. "MichCon Daily Index Price" means for any Calculation Period:

- i. the arithmetic average price in US dollars per MMBTU for the applicable flow day(s) as published in Gas Daily in the table "Daily Price Survey (\$MMBtu)" corresponding to "Others - MichCon Citygate Midpoint"; or

- ii. in the event that Gas Daily does not report the required information to determine the MichCon Daily Index Price, or such price is otherwise not determinable, the price will be determined by Exchange with reference to the most comparable reported prices in respect of gas bought and sold at the MichCon Citygate Market Center;

(June 27, 2005)

xx. "MichCon Spot Month Index Price" for any Calculation Period means:

- i. the index price in U.S. dollars per MMBtu for the applicable Month as published in "Inside FERC's Gas Market Report" in the table "Market Center Spot-Gas Prices (per MMBtu)" corresponding to "Upper Midwest - Southern Michigan Citygate Index"; or
- ii. in the event that Inside FERC does not report the required information to determine the MichCon Spot Month Index Price hereunder, or the MichCon Spot Month Index Price is otherwise not determinable, the price will be the price determined by Exchange with reference to the most comparable reported prices in respect of gas bought and sold at the MichCon Market Center;

yy. "Month" means a calendar month;

zz. "MMBtu" means millions (10<sup>6</sup>) British thermal units;

aaa. "MPT" means mountain prevailing time;

(June 23, 2005)

bbb. "NERC" means the North American Electricity Reliability Council or any successor organization thereto;

ccc. "NERC Holiday" means such additional off-peak days as published by NERC on its internet website in a table called "Additional Off-peak Days (aka holidays) for Eastern and Western Interconnections";

ddd. "NGI" means a publication entitled NGI's Bidweek Survey produced and delivered on the first U.S. business day of each month by Intelligence Press, Inc.;

eee. "Notional Quantity" means the daily quantity of gas or electricity agreed to by Exchange and the Contracting Party upon entering into a Swap Transaction, which forms the basis of settlement for the Swap Transaction and is referred to in the respective Swap Confirmation as the Notional Quantity;

(June 23, 2005)

fff. "Ontario – Flat" means the periods on each calendar day as follows:

- i. in the case of a Sunday on and from which time is to be one hour in advance of eastern standard time (first Sunday in April), the twenty-three (23) hour period starting at 0000 EPT and ending at 2400 EPT (HE0100 to HE2300 inclusive);
- ii. in the case of a Sunday on and from which time is no longer to be one hour in advance of eastern standard time (last Sunday in October), the twenty-five (25) hour period starting at 0000 EPT and ending at 2400 EPT (HE0100 to HE2500 inclusive); and
- iii. for all other calendar days, the twenty-four (24) hour period starting at 0000 EPT and ending at 2400 EPT (HE0100 to HE2400 inclusive);

(April 7, 2006)

ggg. “Ontario On-Peak” means means the sixteen hour (16) periods for each Monday, Tuesday, Wednesday, Thursday and Friday which is not a NERC Holiday, starting at 0700 EPT and ending at 2300 EPT (HE0800 to HE2300 inclusive);

(April 7, 2006)

hhh. “Ontario Off-Peak” means the periods as follows:

- i. in the case of a Sunday on and from which time is to be one hour in advance of eastern standard time (first Sunday in April), the twenty-three (23) hour period starting at 0000 EPT and ending at 2400 EPT (HE0100 to HE2300 inclusive);
- ii. in the case of a Sunday on and from which time is no longer to be one hour in advance of eastern standard time (last Sunday in October), the twenty-five (25) hour period starting at 0000 EPT and ending at 2400 EPT (HE0100 to HE2500 inclusive);
- iii. for all other Saturdays and Sundays, the twenty-four (24) hour period starting at 0000 EPT and ending at 2400 EPT (HE0100 to HE2400 inclusive);
- iv. for each NERC Holiday, the twenty-four (24) hour period starting at 0000 EPT and ending at 2400 EPT (HE0100 to HE2400 inclusive); and
- v. for each Monday, Tuesday, Wednesday, Thursday and Friday which is not NERC Holiday, the seven (7) hour period starting at 0000 EPT and ending at 0700 EPT (HE0100 to HE0700 inclusive); and the one (1) hour period starting at 2300 EPT and ending at 2400 EPT (HE2400);

(April 7, 2006)

iii. "Option Exercise Conditions" means, for any Option Transaction, the option exercise conditions specified in this Schedule "E";

(June 23, 2005)

jjj. "Option Exercise Date" means the day on which a Option Transaction is either deemed to be exercised or deemed to expire depending on the Option Exercise Conditions or Option Expiry Conditions, as the case may be, having been met, which date is specified for each Option Transaction in this Schedule "E";

(June 23, 2005)

kkk. "Option Exercise Time" means, for any Option Transaction, the specific time on the Option Exercise Date when an Option Transaction is either deemed to be exercised or deemed to expire depending on the Option Exercise Conditions or Option Expiry Conditions, as the case may be, having been met;

(June 23, 2005)

lll. "Option Expiry Conditions" means, for any Option Transaction, the failure of any or all Option Exercise Conditions to have been met on the respective Option Exercise Date, in which case such Option Transaction shall be deemed to have expired with no further opportunity for the Underlying Transaction to become effective;

(June 23, 2005)"

mmm. "Option Premium Price" means the price per unit negotiated between the Option Buyer and the Option Seller for any Option Transaction;

(June 23, 2005)

- nnn. "PG&E Citygate Bid week Index Price" means for any Calculation Period:
- i. the index price in U.S. dollars per MMBtu for the applicable Month as published in NGI in the table "(Applicable Month) Bid week" corresponding to "California - PG&E Citygate - Avg"; or
  - ii. in the event that NGI does not report the required information to determine the PG&E Citygate Bid week Index Price, or such price is otherwise not available, the price will be determined by Exchange with reference to the most comparable reported prices in respect of gas bought and sold for the entire delivery Month at the PG&E Citygate Market Center;

- ooo. "PG&E Citygate Daily Index Price" means for any Calculation Period:
- i. the arithmetic average price in US dollars per MMBtu for the applicable flow day(s) as published in Gas Daily in the table "Daily Price Survey (\$MMBtu)" corresponding to " PG&E Citygate - PG&E Citygate Midpoint"; or
  - ii. in the event that Gas Daily does not report the required information to determine the Daily Index Price, or such price is otherwise not determinable, the price will be determined by Exchange with reference to the most comparable reported prices in respect of gas bought and sold at the PG&E Citygate Market Center;

(June 23, 2005)

- ppp. "Period End Date" means, in respect of a Swap Transaction, the last day during the term specified in any Swap Instrument pursuant to this Schedule "E";

- qqq. "PPT" means Pacific prevailing time;

- rrr. "~~Rockies~~Rocky Mountains Daily Index Price" for any calculation period means:
- i. the arithmetic average price in U.S. dollars per MMBtu for the applicable flow day(s) as published in Gas Daily in the table "Daily Price Survey (\$/MMBtu)" corresponding to "Rockies - Kern River, Opal Plant - Mid-point"; or
  - ii. in the event that Gas Daily does not report the required information to determine the Rockies Daily Index price, or if the Rockies Daily Index Price is otherwise not determinable, the price will be determined by Exchange with reference to the most comparable reported price in respect of gas bought and sold at the Rockies market center;

(June 23, 2005)

- sss. "~~Rockies~~Rocky Mountains Spot Month Index Price" for any Calculation Period means:
- i. the index price in U.S. dollars per MMBtu for the applicable Month as published in "Inside FERC's Gas Market Report" in the table "Prices of Spot Gas Delivered to Pipelines (per MMBtu)" corresponding to "Northwest Pipeline Corp., Rocky Mountains - Index"; or
  - ii. in the event that Inside FERC does not report the required information to determine the Rockies Spot Month Index Price hereunder, or the Rockies Spot Month Index Price is otherwise not determinable, the price will be the price determined by Exchange with reference to the most comparable reported prices in respect of gas bought and sold at the Rockies market center;

(June 23, 2005)

- ttt. "Socal Bid week Index Price" for any Calculation Period means:
- i. index price in U.S. dollars per MMBtu for the applicable Month as published in NGI in the table "(applicable Month) Bid week" corresponding to "California - Southern Border, Socal"; or
  - ii. in the event that Inside FERC does not report the required information to determine the Socal Bid week Index Price, or the Socal Bid week Index Price is otherwise not determinable, the price will be the price determined by Exchange with reference to the most comparable reported prices in respect of gas bought and sold at the Socal Market Center;

- uuu. "Socal Daily Index Price" for any Calculation Period means:
- i. the arithmetic average price in U.S. dollars per MMBtu for the applicable flow day or flow days as published in Gas Daily in the table "Daily Price Survey (\$/MMBtu)" corresponding to "Others - Socal Gas Midpoint"; or
  - ii. in the event that Gas Daily does not report the required information to determine the Socal Daily Index Price, or such price is otherwise not determinable, the price will be determined by Exchange with reference to the most comparable reported prices in respect of gas bought and sold at the Socal Market Center;

- vvv. "Strike Price" means, in respect of an Option Instrument, the price negotiated between the Option Buyer and the Option Seller that will constitute the price against which the Underlying Price for that instrument will be measured on the applicable Option Exercise Date which measurement forms the basis for determining whether the respective Option Exercise Conditions have been met for that particular Option Instrument;

(June 23, 2005)

- www. "Sumas Daily Index Price" for any Calculation Period means:
- i. the arithmetic average price in U.S. dollars per MMBtu for the applicable flow day or flow days as published in Gas Daily in the table "Daily Price Survey (\$/MMBtu)" corresponding to "Canadian Gas - Northwest Can. bdr (Sumas) Midpoint"; or
  - ii. in the event that Gas Daily does not report the required information to determine the Sumas Daily Index Price, or such price is otherwise not determinable, the price will be determined by Exchange with reference to the most comparable reported prices in respect of gas bought and sold at the Sumas Market Center;

(June 23, 2005)

- xxx. "Sumas Spot Month Index Price" for any Calculation Period means:
- i. the index price in U.S. dollars per MMBtu for the applicable Month as published in "Inside FERC's Gas Market Report" in the table "Prices of Spot Gas Delivered to Pipelines (per MMBtu)" corresponding to "Northwest Pipeline Corp., Canadian Border"; or

(June 23, 2005)

- ii. in the event that Inside FERC does not report the required information to determine the Sumas Spot Month Index Price hereunder, or the Sumas Spot Month Index Price is otherwise not determinable, the price will be the price determined by Exchange with reference to the most comparable reported prices in respect of gas bought and sold at the Sumas market center;

yyy. "Swap Transaction Date" means the date upon which a Contracting Party enters into a Swap Transaction;

(June 23, 2005)

zzz. "Terajoule" or "TJ" means 1,000,000,000,000 Joules and is equal to 1000 GJ;

aaaa. "Underlying Price" means, in respect of an Option Instrument, the price to be measured against the relevant Strike Price on the applicable Option Exercise Date, as set forth in this Schedule "E", which measurement forms the basis for determining whether the respective Option Exercise Conditions have been met for that particular Option Instrument; and

(June 23, 2005)

bbbb. "Watt" means the power that produces energy at the rate of one (1) Joule per second.

### SCHEDULE "F" - PHYSICAL INSTRUMENTS

INSTRUMENT LONG NAME	INSTRUMENT SHORT NAME	DURATION	START	END
<b>DAY INSTRUMENTS</b>				
Yesterday	YD-(yesterday's date)	24 consecutive hours	09:00 day prior to today	09:00 today
Same Day	SD-(today's date)	24 consecutive hours	09:00 today	09:00 tomorrow
Day 1	D-(tomorrow's date)	24 consecutive hours	09:00 tomorrow	09:00 two days from today
Day 2	D-(day 2 date)	24 consecutive hours	09:00 two days from today	09:00 three days from today
Day 3	D(day 3 date)	24 consecutive hours	09:00 four days from today	09:00 four days from today
Day 4	D(day 4 date)	24 consecutive hours	09:00 four days from today	09:00 five days from today
Day 5	D(day 5 date)	24 consecutive hours	09:00 five days from today	09:00 six days from today
Day 6	D(day 6 date)	24 consecutive hours	09:00 six days from today	09:00 seven days from today
Day 7	D(day 7 date)	24 consecutive hours	09:00 seven days from today	09:00 eight days from today
Day 8	D(day 8 date)	24 consecutive hours	09:00 eight days from today	09:00 nine days from today
Day 9	D(day 9 date)	24 consecutive hours	09:00 nine days from today	09:00 ten days from today
Day 10	D(day 10 date)	24 consecutive hours	09:00 ten days from today	09:00 eleven days from today
Day 11	D(day 11 date)	24 consecutive hours	09:00 eleven days from today	09:00 twelve days from today
Day 12	D(day 12 date)	24 consecutive hours	09:00 twelve days from today	09:00 thirteen days from today
Day 13	D(day 13 date)	24 consecutive hours	09:00 thirteen days from today	09:00 fourteen days from today
Day 14	D(day 14 date)	24 consecutive hours	09:00 fourteen days from today	09:00 fifteen days from today
<b>WEEK &amp; WEEKEND INSTRUMENTS</b>				
Monday-Tuesday	M2 (next Monday's Date)	2 consecutive days	09:00 next Monday	09:00 next Wednesday
Monday-Wednesday	M3 (next Monday's Date)	3 consecutive days	09:00 next Monday	09:00 next Thursday
Monday-Thursday	M4 (next Monday's Date)	4 consecutive days	09:00 next Monday	09:00 next Friday
Monday-Friday	M5 (next Monday's Date)	5 consecutive days	09:00 next Monday	09:00 next Saturday
Monday-Saturday	M6 (next Monday's Date)	6 consecutive days	09:00 next Monday	09:00 next Sunday
Monday-Sunday	M7 (next Monday's Date)	7 consecutive days	09:00 next Monday	09:00 the following Monday
Tuesday-Wednesday	T2 (next Tuesday's date)	2 consecutive days	09:00 next Tuesday	09:00 next Thursday
Tuesday-Thursday	T3 (next Tuesday's date)	3 consecutive days	09:00 next Tuesday	09:00 next Friday
Tuesday-Friday	T4 (next Tuesday's date)	4 consecutive days	09:00 next Tuesday	09:00 next Saturday
Tuesday-Saturday	T5 (next Tuesday's date)	5 consecutive days	09:00 next Tuesday	09:00 next Sunday
Tuesday-Sunday	T6 (next Tuesday's date)	6 consecutive days	09:00 next Tuesday	09:00 next Monday

<b>INSTRUMENT LONG NAME</b>	<b>INSTRUMENT SHORT NAME</b>	<b>DURATION</b>	<b>START</b>	<b>END</b>
Tuesday-Monday	T7 (next Tuesday's date)	7 consecutive days	09:00 next Tuesday	09:00 the following Tuesday
Wednesday-Thursday	W2 (next Wednesday's date)	2 consecutive days	09:00 next Wednesday	09:00 next Friday
Wednesday-Friday	W3 (next Wednesday's date)	3 consecutive days	09:00 next Wednesday	09:00 next Saturday
Wednesday-Saturday	W4 (next Wednesday's date)	4 consecutive days	09:00 next Wednesday	09:00 next Sunday
Wednesday-Sunday	W5 (next Wednesday's date)	5 consecutive days	09:00 next Wednesday	09:00 next Monday
Wednesday-Monday	W6 (next Wednesday's date)	6 consecutive days	09:00 next Wednesday	09:00 next Tuesday
Wednesday-Tuesday	W7 (next Wednesday's date)	7 consecutive days	09:00 next Wednesday	09:00 the following Wednesday
Thursday-Friday	R2(next Thursday's date)	2 consecutive days	09:00 next Thursday	09:00 next Saturday
Thursday-Saturday	R3(next Thursday's date)	3 consecutive days	09:00 next Thursday	09:00 next Sunday
Thursday-Sunday	R4(next Thursday's date)	4 consecutive days	09:00 next Thursday	09:00 next Monday
Thursday-Monday	R5(next Thursday's date)	5 consecutive days	09:00 next Thursday	09:00 next Tuesday
Thursday-Tuesday	R6(next Thursday's date)	6 consecutive days	09:00 next Thursday	09:00 next Wednesday
Thursday-Wednesday	R7(next Thursday's date)	7 consecutive days	09:00 next Thursday	09:00 the following Thursday
Friday-Saturday	F2(next Friday's date)	2 consecutive days	09:00 next Friday	09:00 next Sunday
Friday-Sunday	F2(next Friday's date)	3 consecutive days	09:00 next Friday	09:00 next Monday
Friday-Monday	F2(next Friday's date)	4 consecutive days	09:00 next Friday	09:00 next Tuesday
Friday-Tuesday	F2(next Friday's date)	5 consecutive days	09:00 next Friday	09:00 next Wednesday
Friday-Wednesday	F2(next Friday's date)	6 consecutive days	09:00 next Friday	09:00 next Thursday
Friday-Thursday	F2(next Friday's date)	7 consecutive days	09:00 next Friday	09:00 the following Friday
Saturday-Sunday	SA2(next Saturday's date)	2 consecutive days	09:00 next Saturday	09:00 next Monday
Saturday-Monday	SA2(next Saturday's date)	3 consecutive days	09:00 next Saturday	09:00 next Tuesday
Saturday-Tuesday	SA2(next Saturday's date)	4 consecutive days	09:00 next Saturday	09:00 next Wednesday
Saturday-Wednesday	SA2(next Saturday's date)	5 consecutive days	09:00 next Saturday	09:00 next Thursday
Saturday-Thursday	SA2(next Saturday's date)	6 consecutive days	09:00 next Saturday	09:00 next Friday
Saturday-Friday	SA2(next Saturday's date)	7 consecutive days	09:00 next Saturday	09:00 the following Saturday
Sunday-Monday	SU2(next Sunday's date)	2 consecutive days	09:00 next Sunday	09:00 next Tuesday
Sunday-Tuesday	SU2(next Sunday's date)	3 consecutive days	09:00 next Sunday	09:00 next Wednesday
Sunday-Wednesday	SU2(next Sunday's date)	4 consecutive days	09:00 next Sunday	09:00 next Thursday
Sunday-Thursday	SU2(next Sunday's date)	5 consecutive days	09:00 next Sunday	09:00 next Friday

INSTRUMENT LONG NAME	INSTRUMENT SHORT NAME	DURATION	START	END
Sunday-Friday	SU2(next Sunday's date)	6 consecutive days	09:00 next Sunday	09:00 next Saturday
Sunday-Saturday	SU2(next Sunday's date)	7 consecutive days	09:00 next Sunday	09:00 the following Sunday
<b>REST-OF-MONTH &amp; MONTH INSTRUMENTS</b>				
SD Rest-of -Month	RM-[today's date]	partial month up 31 consecutive days	09:00 today	09:00 first day of the nearby Month
Rest-of-Month 1	RM-(tomorrow's date)	partial Month up to 30 consecutive days	09:00 tomorrow	09:00 first day of the nearby Month
Rest-of-Month 2	RM-(day 2 date)	partial Month up to 29 consecutive days	09:00 day 2	09:00 first day of the nearby Month
Rest-of-Month 3	RM-[day 3 date]	partial Month up to 28 consecutive days	09:00 day 3	09:00 first day of the nearby Month
Rest-of-Month 4	RM-[day 4 date]	partial Month up to 27 consecutive days	09:00 day 4	09:00 first day of the nearby Month
Rest-of-Month 5	RM-[day 5 date]	partial Month up to 26 consecutive days	09:00 day 5	09:00 first day of the nearby Month
Rest-of-Month 6	RM-[day 6 date]	partial Month up to 25 consecutive days	09:00 day 6	09:00 first day of the following Month
Month 1	M1-(first nearby month)	all days in the Month - 28, 29, 30 or 31 days	09:00 first day of first nearby Month	09:00 first day of the second nearby Month
Month 2	M2-(second nearby month)	all days in the Month - 28, 29, 30 or 31 days	09:00 first day of second nearby Month	09:00 first day of third nearby Month
Month 3	M3-( <del>first</del> -(third nearby month))	all days in the Month - 28, 29, 30 or 31 days	09:00 first day of third nearby Month	09:00 first day of fourth nearby Month
Month 4	M4-( <del>first</del> -(fourth nearby month))	all days in the Month - 28, 29, 30 or 31 days	09:00 first day of fourth nearby Month	09:00 first day of fifth nearby Month
Month 5	M5-( <del>first</del> -(fifth nearby month))	all days in the Month - 28, 29, 30 or 31 days	09:00 first day of fifth nearby Month	09:00 first day of sixth nearby Month
Month 6	M6-( <del>first</del> -(sixth nearby month))	all days in the Month - 28, 29, 30 or 31 days	09:00 first day of sixth nearby Month	09:00 first day of seventh nearby Month
Month 7	M7-( <del>first</del> -(seventh nearby month))	all days in the Month - 28, 29, 30 or 31 days	09:00 first day of seventh nearby Month	09:00 first day of eighth nearby Month
Month 8	M8-( <del>first</del> -(eighth nearby month))	all days in the Month - 28, 29, 30 or 31 days	09:00 first day of eighth nearby Month	09:00 first day of ninth nearby Month
Month 9	M9-( <del>first</del> -(ninth nearby month))	all days in the Month - 28, 29, 30 or 31 days	09:00 first day of ninth nearby Month	09:00 first day of tenth nearby Month
Month 10	M10-( <del>first</del> -(tenth nearby month))	all days in the Month - 28, 29, 30 or 31 days	09:00 first day of tenth nearby Month	09:00 first day of eleventh nearby Month
Month 11	M11-( <del>first</del> -(eleventh nearby month))	all days in the Month - 28, 29, 30 or 31 days	09:00 first day of eleventh nearby Month	09:00 first day of twelfth nearby Month
Month 12	M12-( <del>first</del> -(twelfth nearby month))	all days in the Month - 28, 29, 30 or 31 days	09:00 first day of twelfth nearby Month	09:00 first day of thirteenth nearby Month
Month 13	M13-( <del>first</del> -(thirteenth nearby month))	all days in the Month - 28, 29, 30 or 31 days	09:00 first day of thirteenth nearby Month	09:00 first day of fourteenth nearby Month

INSTRUMENT LONG NAME	INSTRUMENT SHORT NAME	DURATION	START	END
<u>Month 14</u>	<u>M-(fourteenth nearby month)</u>	<u>all days in the Month - 28, 29, 30 or 31 days</u>	<u>09:00 first day of fourteenth nearby Month</u>	<u>09:00 first day of the fifteenth nearby Month</u>
<u>Month 15</u>	<u>M-(fifteenth nearby month)</u>	<u>all days in the Month - 28, 29, 30 or 31 days</u>	<u>09:00 first day of fifteenth nearby Month</u>	<u>09:00 first day of sixteenth nearby Month</u>
<u>Month 16</u>	<u>M-(sixteenth nearby month)</u>	<u>all days in the Month - 28, 29, 30 or 31 days</u>	<u>09:00 first day of sixteenth nearby Month</u>	<u>09:00 first day of seventeenth nearby Month</u>
<u>Month 17</u>	<u>M-(seventeenth nearby month)</u>	<u>all days in the Month - 28, 29, 30 or 31 days</u>	<u>09:00 first day of seventeenth nearby Month</u>	<u>09:00 first day of eighteenth nearby Month</u>
<u>Month 18</u>	<u>M-(eighteenth nearby month)</u>	<u>all days in the Month - 28, 29, 30 or 31 days</u>	<u>09:00 first day of eighteenth nearby Month</u>	<u>09:00 first day of nineteenth nearby Month</u>
<u>Month 19</u>	<u>M-(nineteenth nearby month)</u>	<u>all days in the Month - 28, 29, 30 or 31 days</u>	<u>09:00 first day of nineteenth nearby Month</u>	<u>09:00 first day of twentieth nearby Month</u>
<u>Month 20</u>	<u>M-(twentieth nearby month)</u>	<u>all days in the Month - 28, 29, 30 or 31 days</u>	<u>09:00 first day of twentieth nearby Month</u>	<u>09:00 first day of twenty first nearby Month</u>
<u>Month 21</u>	<u>M-(twenty first nearby month)</u>	<u>all days in the Month - 28, 29, 30 or 31 days</u>	<u>09:00 first day of twenty first nearby Month</u>	<u>09:00 first day of twenty second nearby Month</u>
<u>Month 22</u>	<u>M-(twenty second nearby month)</u>	<u>all days in the Month - 28, 29, 30 or 31 days</u>	<u>09:00 first day of twenty second nearby Month</u>	<u>09:00 first day of twenty third nearby Month</u>
<u>Month 23</u>	<u>M-(twenty third nearby month)</u>	<u>all days in the Month - 28, 29, 30 or 31 days</u>	<u>09:00 first day of twenty third nearby Month</u>	<u>09:00 first day of twenty fourth nearby Month</u>
<u>Month 24</u>	<u>M-(twenty fourth nearby month)</u>	<u>all days in the Month - 28, 29, 30 or 31 days</u>	<u>09:00 first day of twenty fourth nearby Month</u>	<u>09:00 first day of twenty fifth nearby Month</u>
<b>QUARTER &amp; SEASON INSTRUMENTS</b>				
Quarter 1	Q1-(first nearby January)	three consecutive Months	09:00 first day of nearby January	09:00 first day of following April
Quarter 2	Q2-(first nearby April)	three consecutive Months	09:00 first day of nearby April	09:00 first day of the following July
Quarter 3	Q3-(first nearby July)	three consecutive Months	09:00 first day of nearby July	09:00 first day of the following October
Quarter 4	Q4-(first nearby October)	three consecutive Months	09:00 first day of nearby October	09:00 first day of the following January
Quarter 1	Q1-(second nearby January)	three consecutive Months	09:00 first day of second nearby January	09:00 first day of following April
Quarter 2	Q2-(second nearby April)	three consecutive Months	09:00 first day of second nearby April	09:00 first day of the following July
Quarter 3	Q1-(second nearby July)	three consecutive Months	09:00 first day of second nearby July	09:00 first day of the following October
Quarter 4	Q1-(second nearby October)	three consecutive Months	09:00 first day of second nearby October	09:00 first day of the following January

<b>INSTRUMENT LONG NAME</b>	<b>INSTRUMENT SHORT NAME</b>	<b>DURATION</b>	<b>START</b>	<b>END</b>
Winter Block 1	WB-(first nearby November)	five consecutive Months	09:00 first day of nearby November	09:00 first day of the following April
Winter Block 2	WB-(second nearby November)	five consecutive Months	09:00 first day of nearby November	09:00 first day of the following April
Summer Block 3	SB[third nearby November]	seven consecutive Months	09:00 first day of third nearby April	09:00 first day of the following November
Summer Block 1	SB-(first nearby April)	seven consecutive Months	09:00 first day of nearby April	09:00 first day of the following November
Summer Block 2	SB-(first nearby April)	seven consecutive Months	09:00 first day of nearby April	09:00 first day of the following November
Winter Block 3	WB-[third nearby November]	five consecutive Months	09:00 first day of third nearby November	09:00 day of the following April
Rest-of-Winter Block 1	RWB-(first nearby Month)	two, three, or four consecutive Months	09:00 first day of nearby Month	09:00 first day of April
Rest-of-Winter Block 2	RWB-(second nearby Month)	two, or three consecutive Months	09:00 first day of second nearby Month	09:00 first day of April
<b>YEARLY INSTRUMENTS</b>				
<u>Half Year (First)</u>	<u>HY – (first applicable January)</u>	<u>six consecutive months</u>	<u>09:00 first day of first applicable January</u>	<u>09:00 first day of the following July</u>
<u>Half Year (Second)</u>	<u>HY – (first applicable July)</u>	<u>six consecutive months</u>	<u>09:00 first day of first applicable July</u>	<u>09:00 first day of the following December</u>
Gas Year 1	GY- (first nearby November)	twelve consecutive Months	09:00 first day of first nearby November	09:00 first day of the second nearby November
Gas Year 2	GY- (second nearby November)	twelve consecutive Months	09:00 first day of second nearby November	09:00 first day of the third nearby November
Gas Year 3	GY-(third nearby November)	twelve consecutive Months	09:00 first day of third nearby November	09:00 first day of the fourth nearby November
Calendar Year 1	CY-(first nearby January)	twelve consecutive Months	09:00 first day of first nearby January	09:00 first day of the second nearby January
Calendar Year 2	CY-(second nearby January)	twelve consecutive Months	09:00 first day of second nearby January	09:00 first day of the third nearby January
Rest-of-Gas Year 1	RGY-(first nearby month)	two through eleven consecutive Months	09:00 first day of first nearby Month	09:00 first day of the following November
Rest-of-Gas Year 2	RGY-(second nearby month)	two through ten consecutive Months	09:00 first day of second nearby Month	09:00 first day of the following November
Rest-of-Calendar Year 1	RCY-(first nearby month)	two through eleven consecutive Months	09:00 first day of first nearby Month	09:00 first day of the following January
Rest-of-Calendar Year 2	RCY-(second nearby month)	two through ten consecutive Months	09:00 first day of second nearby Month	09:00 first day of the following January

**SCHEDULE "G" - INTRA-ALBERTA HUB**

PHYSICAL MARKETS	TRADING SYSTEM MNEMONIC	PURCHASE PRICE		CONTRACT QUANTITY	
		UNITS	INCREMENTS	UNITS	INCREMENTS
AECO/NGX Intra-Alberta	IA	\$C/GJ	\$C 0.0001	GJ	0.1 TJ
Daily Index 2A	2A	\$C/GJ	\$C 0.0001	GJ	0.1 TJ
Daily Index 4A	4A	\$C/GJ	\$C 0.0001	GJ	0.1 TJ
Daily Index 5A	5A	\$C/GJ	\$C 0.0001	GJ	0.1 TJ
Basis Alberta	BA	\$US/MMBTU	\$US 0.0001	BBTU	0.1 BBTU
Intra-Alberta US\$	AU	\$US/MMBTU	\$US 0.0001	BBTU	0.1 BBTU
Daily Index 5A US	5U	\$US/MMBTU	\$US 0.0001	BBTU	0.1 BBTU
AECO - Dawn <del>Basis</del> Transport Spread	AD	\$US/MMBTU	\$US 0.0001	BBTU	0.1 BBTU

<del>January 24</del> Malin – AECO Transport Spread	AM	\$US/MMBTU	\$US 0.0001	BBTU	0.1 BBTU
PG&E Citygate – AECO Transport Spread	AG	\$US/MMBTU	\$US 0.0001	BBTU	0.1 BBTU

(April 7, 2006)

**1. INSTRUMENT AVAILABILITY**

Physical Transactions in respect of the Physical Instruments may be entered into up to such times on such Trading Days as is stipulated by Exchange through the Trading System to the Contracting Parties from time to time. Exchange may not list every Physical Instrument shown on Schedule "F".

**2. WEEKLY SETTLED INSTRUMENTS**

Not available at the Intra-Alberta Hub.

(June 23, 2005)

**3. BASIS**

**A. TRANSPORT SPREAD - INTRA-ALBERTA TO UNION DAWN**

The ~~Basis~~Transport Spread Instrument allows Buyers and Sellers to transact simultaneously at the Intra-Alberta Hub and the Union Dawn Hub by electronically negotiating an acceptable Daily Contract Quantity and Transport Price.

- a. The Buyer of the ~~Basis~~Transport Spread Instrument will be the Buyer of a Union Dawn ~~Basis~~Transport Transaction for purchase of the Contract Quantity at the Union Dawn Hub; and will be the Seller of an Intra-Alberta ~~Basis~~Transport Transaction for the sale of the Contract Quantity at the Intra-Alberta Hub;
- b. The Seller of the ~~Basis~~Transport Spread will be the Seller of a Union Dawn ~~Basis~~Transport Transaction for the sale of the Contract Quantity at the Union Dawn Hub; and will be the Buyer of an Intra-Alberta ~~Basis~~Transport Transaction for the purchase of the Contract Quantity at the Intra-Alberta Hub;

- c. A force majeure event at the Union Dawn Hub will reduce the Obligations of Exchange and Contracting Party under the Union Dawn Transactions pursuant to Schedule "I" but will not change the Obligations of Exchange and the Contracting Party under the Intra-Alberta ~~Basis~~-Transactions;
- d. A force majeure event at the Intra-Alberta Hub will reduce the Obligations of Exchange and the Contracting Party under the ~~Physical-Intra-Alberta~~ Transactions pursuant to Schedule "G" but will not change the Obligations of Exchange and the Contracting Party under the Union Dawn ~~Basis~~-Transactions;
- e. The Purchase Price for the Intra-Alberta ~~Basis~~Transport Spread Transaction will be the most recently transacted Purchase Price, or in the absence of a current Trading Day transaction, the Settlement Price for the previous Trading Day in the respective Intra-Alberta ~~Basis~~-Instrument;
- f. The Purchase Price for the Union Dawn ~~Basis~~Transport Spread Transaction will be the most recently transacted Purchase Price, or in the absence of a current Trading Day transaction, the Settlement Price for the previous Trading Day in the respective Intra-Alberta ~~Basis~~-Instrument plus the Transport Price;
- g. All other Obligations will be as outlined in "Schedule "I" - Union Dawn and Union Parkway Hubs" and "Schedule "G" - Intra-Alberta Hub" herein.

(June 23, 2005)

## **B. TRANSPORT SPREAD – INTRA-ALBERTA TO MALIN**

The Transport Spread Instrument allows Buyers and Sellers to transact simultaneously at the Intra-Alberta Hub and the Malin Hub by electronically negotiating an acceptable Daily Contract Quantity and Transport Price.

- a. The Buyer of the Transport Spread Instrument will be the Buyer of a Malin Transport Transaction for purchase of the Contract Quantity at the Malin Hub; and will be the Seller of an Intra-Alberta Transport Transaction for the sale of the Contract Quantity at the Intra-Alberta Hub;
- b. The Seller of the Transport Spread will be the Seller of a Malin Transport Transaction for the sale of the Contract Quantity at the Malin Hub; and will be the Buyer of an Intra-Alberta Transport Transaction for the purchase of the Contract Quantity at the Intra-Alberta Hub;
- c. A force majeure event at the Malin Hub will reduce the Obligations of Exchange and Contracting Party under the Malin Transactions pursuant to Schedule "L" but will not change the Obligations of Exchange and the Contracting Party under the Intra-Alberta Transactions;
- d. A force majeure event at the Intra-Alberta Hub will reduce the Obligations of Exchange and the Contracting Party under the Intra-Alberta Transactions pursuant to Schedule "G" but will not change the Obligations of Exchange and the Contracting Party under the Malin Transactions;
- e. The Purchase Price for the Intra-Alberta Transport Spread Transaction will be the most recently transacted Purchase Price, or in the absence of a current Trading Day transaction, the Settlement Price for the previous Trading Day in the respective Intra-Alberta Instrument;
- f. The Purchase Price for the Malin Transport Spread Transaction will be the most recently transacted Purchase Price, or in the absence of a current Trading Day transaction, the Settlement Price for the previous Trading Day in the respective Intra-Alberta Instrument plus the Transport Price;
- g. All other Obligations will be as outlined in "Schedule "L" – U.S. West Hubs" and "Schedule "G" - Intra-Alberta Hub" herein.

(April 7, 2006)

**C. TRANSPORT SPREAD – INTRA-ALBERTA TO PG&E CITYGATE**

The Transport Spread Instrument allows Buyers and Sellers to transact simultaneously at the Intra-Alberta Hub and the PG&E Citygate Hub by electronically negotiating an acceptable Daily Contract Quantity and Transport Price.

- a. The Buyer of the Transport Spread Instrument will be the Buyer of a PG&E Citygate Transport Transaction for purchase of the Contract Quantity at the PG&E Citygate Hub; and will be the Seller of an Intra-Alberta Transport Transaction for the sale of the Contract Quantity at the Intra-Alberta Hub;
- b. The Seller of the Transport Spread will be the Seller of a PG&E Citygate Transport Transaction for the sale of the Contract Quantity at the PG&E Citygate Hub; and will be the Buyer of an Intra-Alberta Transport Transaction for the purchase of the Contract Quantity at the Intra-Alberta Hub;
- c. A force majeure event at the PG&E Citygate Hub will reduce the Obligations of Exchange and the Contracting Party under the PG&E Citygate Transactions pursuant to Schedule "L" but will not change the Obligations of Exchange and the Contracting Party under the Intra-Alberta Transactions;
- d. A force majeure event at the Intra-Alberta Hub will reduce the Obligations of Exchange and the Contracting Party under the Intra-Alberta Transactions pursuant to Schedule "G" but will not change the Obligations of Exchange and the Contracting Party under the PG&E Citygate Transactions;
- e. The Purchase Price for the Intra-Alberta Transport Spread Transaction will be the most recently transacted Purchase Price, or in the absence of a current Trading Day transaction, the Settlement Price for the previous Trading Day in the respective Intra-Alberta Basis Instrument;
- f. The Purchase Price for the PG&E Citygate Transport Spread Transaction will be the most recently transacted Purchase Price, or in the absence of a current Trading Day transaction, the Settlement Price for the previous Trading Day in the respective Intra-Alberta Instrument plus the Transport Price;
- g. All other Obligations will be as outlined in "Schedule "L" – U.S. West Hubs" and "Schedule "G" - Intra-Alberta Hub" herein.

(April 7, 2006)

**4. RELATIONSHIP TO AGREEMENT**

Nothing in this Schedule "G" will impair the obligations or rights of Exchange or the rights or obligations of the Contracting Party pursuant to the Agreement. Any Contracting Party which is a party to a Physical Transaction entered into at the Intra-Alberta Hubs hereby agrees that any such Physical Transaction includes the provisions of this Schedule "G" and is subject to the terms of the Agreement.

(June 23, 2005)

**5. INTRA-ALBERTA STANDARDIZED TERMS AND CONDITIONS**

The forms of Physical Instruments have standard terms and conditions except in respect of:

- a. For all AECO/NGX Intra-Alberta, Daily Index 2A, Daily Index 4A and Daily Index 5A Instruments:
  - i. quantities, which will be measured in Terajoules bought and sold in:

- A. increments of one-tenth (0.1) of one Terajoule;
  - B. minimum order of one (1.0) Terajoule for all Instruments other than the Yesterday Instrument (YD);
  - C. minimum order of one-tenth (0.1) Terajoule for the Yesterday Instrument; and
  - D. will represent the Daily Contract Quantity for Fixed Price Physical Transactions and Index Physical Transactions;
- ii. prices, which will be in increments of \$0.0001 per GJ and will represent the Purchase Price for Fixed Price Physical Transactions; and
  - iii. prices, which will be in increments of \$0.0001 per GJ and will represent the plus or minus differential from the applicable Daily Index 2A Price, thereby establishing the formula for the calculation of the Purchase Price for Daily Index 2A Physical Transactions; and
  - iv. prices, which will be in increments of \$0.0001 per GJ and will represent the plus or minus differential from the Daily Index 4A Price, thereby establishing the formula for the calculation of the Purchase Price for the Daily Index 4A Physical Transactions; and
  - v. prices, which will be in increments of \$0.0001 per GJ and will represent the plus or minus differential from the applicable Daily Index 5A Price, thereby establishing the formula for the calculation of the Purchase Price for the Daily Index 5A Physical Transactions; and
  - vi. prices, which will be in increments of \$0.0001 per GJ and will represent the plus or minus differential from the applicable One-Month Spot Index Price, thereby establishing the formula for the calculation of the Purchase Price for One-Month Spot Index Physical Transactions (Month 1 through Month 12 Instruments, Quarter 1 through Quarter 4 Instruments, all Summer Block and Winter Block Instruments, and all Year and Calendar Year Instruments).
- b. For all Basis Alberta, Intra-Alberta U.S.\$ and Daily Index 5A US Instruments:
- i. quantities, which will be measured in BBTU bought and sold in:
    - A. increments of one-tenth (0.1) of one BBTU;
    - B. minimum order of one BBTU;
    - C. will represent the Daily Contract Quantity for Basis Physical Transactions;
    - D. all gas delivered under Basis Physical Transactions will be nominated to TCPL in GJs, converted at 1.0 MMBTU = 1.055056 GJ, as required in the TCPL Terms and Conditions;
  - ii. prices, which will be in increments of U.S. \$0.0001 per MMBtu and will represent the Purchase Price for Intra-Alberta US\$ Contracts;
  - iii. prices, which will be in increments of US \$0.0001 per MMBtu and will represent the plus or minus differential from the applicable Daily Index 5A US Price, thereby establishing the formula for the calculation of the Purchase Price for the Daily Index 5A US Physical Transactions; and
  - iv. prices, which will be in increments of U.S. \$0.0001 per MMBTU and will represent the plus or minus differential from the applicable Henry Futures Settlement Price for such Basis Alberta

Physical Transactions for deliveries made under any Basis Alberta Physical Transactions, thereby establishing the formula for the calculation of the Purchase Price for Basis Alberta Physical Transactions.

(January 24, 2006)

**6. PRE-DELIVERY PROCEDURE**

- a. Notice of Deliveries - At any time prior to delivery, Exchange may give notification to the Contracting Party of total Daily Contract Quantities due for receipt or delivery, and may request verification from the Contracting Party that the Contracting Party has an active Title Transfer account with TCPL for services at the Intra-Alberta Hub, which is in good standing.
- b. Verification of Deliveries - Within 24 hours of any such request, the Contracting Party will verify its capacity to take or deliver the Daily Contract Quantities for each Delivery Day.
- c. Remedial Actions by Contracting Party - In the event that the Contracting Party does not verify its capacity to take or deliver the total Daily Contract Quantities for any Delivery Day in accordance with paragraph b., the Contracting Party shall continue to be entitled to complete such verifications or to enter into a Physical Transaction to offset its delivery or receipt obligations until 15:00 on the second Business Day prior to any such Delivery Day.
- d. Remedial Actions by Exchange - After 15:00 on the second last Business Day prior to such Delivery Day if verifications in accordance with paragraph b. are not given by the Contracting Party, the orders of the Contracting Party which the Contracting Party has entered for the purchase or sale of gas may be eliminated and Exchange may enter into Physical Transactions to offset delivery or receipt obligations, which in the opinion of Exchange may not be performed, in accordance with the Liquidation Procedure as provided in Section 5.5 of this Agreement.

**7. DELIVERY PROCEDURES**

On each day before 11:00 CCT, Exchange will submit Title Transfer nominations for the take or delivery of the Daily Contract Quantity for all Intra-Alberta Yesterday Contracts. Exchange will for each Contracting Party, sum all of the DCQ's for delivery and sum all of the DCQ's for receipt in the Intra-Alberta Yesterday Contracts and Exchange will submit a Title Transfer for all deliveries and receipts in GJs with a unique package number, Contracting Party mnemonic and with a start and end date of yesterday; and

At the end of each day, Exchange will submit a Title Transfer to TCPL for the delivery or receipt of gas under all Physical Transactions at the Intra-Alberta Hub as follows:

- i. for all Same Day Contracts - Exchange will for each Contracting Party, sum all of the DCQ's for delivery and sum all of the DCQ's for receipt in the Same Day Contracts. Exchange will submit a Title Transfer for all deliveries and receipts in GJs with a unique package number, Contracting Party mnemonic and with a start and end date of today;

- ii. for all other Physical Transactions - Exchange will for each Contracting Party sum all of the DCQ's for delivery tomorrow and sum all of the DCQs for receipt tomorrow in the Fixed Price, Basis and Index Physical Transactions. Exchange will submit Title Transfer for all deliveries and receipts in GJs with a unique package number, Contracting Party mnemonic with a start and an end date of tomorrow.

**8. PERFORMANCE OF THE PHYSICAL CONTRACTS**

The Physical Transactions at the Intra-Alberta Hub will be performed as follows:

By the Contracting Party:

- i. upon the acceptance of the Inventory Transfer Nomination by TCPL for the total Daily Contract Quantities of gas nominated for delivery or receipt; and
- ii. by the payment to Exchange of the Invoice amounts for the Physical Transactions at the Intra-Alberta Hub.

By Exchange:

- i. upon the acceptance of the Inventory Transfer Nomination by TCPL for the total Daily Contract Quantities of gas nominated for delivery or receipt; and
- ii. by the payment to the Contracting Party of the Invoice amounts for the Physical Transactions at the Intra-Alberta Hub.

**9. PROCEDURES ON FAILURE OF PERFORMANCE**

- a. Rejection of Title Transfer - In the event that TCPL notifies Exchange that TCPL will not transfer gas from or into a Contracting Party's TCPL account, Exchange will be entitled to initiate the following procedure:
  - i. Exchange will notify the Contracting Party by phone that a Title Transfer has been rejected by TCPL indicating the quantity affected and initiating a 60 minute period to allow resolution by the Contracting Party, followed by a fax confirming the details and the time notice was given;
  - ii. if no confirmable solution is forthcoming from the Contracting Party within the 60 minute period, then Exchange will give notice by phone, confirmed by fax, to the Contracting Party that there is a Failure to Deliver or a Failure to Take indicating quantity affected; and
  - iii. Exchange may exercise any of the rights under Section 5.5 of the Agreement.

**10. TITLE**

- a. From Seller - Title to and risk of loss of gas delivered under any Physical Transaction shall pass from the Seller during delivery at the receipt point specified in any Physical Transaction.
- b. To Buyer - Title to and risk of loss of gas delivered under any Physical Transaction shall pass to the Buyer during delivery at the receipt point specified in any Physical Transaction.
- c. Regarding Exchange - In no event should this Agreement be construed in a manner whereby title to and risk of loss of gas delivered under any Physical Transaction shall:
  - i. pass to Exchange, as Buyer, except as required by the TCPL Terms and Conditions to facilitate any Title Transfer from Exchange to Seller, which in such case shall be deemed to occur concurrently; or

- ii. be held by Exchange, as Seller, except as required by the TCPL Terms and Conditions to facilitate any Title Transfer from Exchange to Buyer, which in such case shall be deemed to occur concurrently.

**11. REPRESENTATIONS AND WARRANTIES OF THE CONTRACTING PARTY**

The Contracting Party represents and warrants in respect of any Physical Transaction entered into by such Contracting Party that at the time of delivery or receipt:

- a. If the Seller -
  - i. it has the full right and authority to sell gas; and
  - ii. it owns and has title to gas, or irrevocable authority to sell gas;
  - iii. gas delivered to the Buyer shall be free from all royalty payments, Liens or encumbrances whatsoever; and
  - iv. has a TCPL account in good standing with sufficient inventory to deliver the total DCQ sold on a firm basis under its Physical Transactions for each Gas Day.
- b. If the Buyer -
  - i. it has the full right and authority to purchase gas; and
  - ii. it has a TCPL account in good standing with sufficient capacity to take the total DCQ purchased on a firm basis under its Physical Transactions for each Gas Day.

**12. LIABILITY**

- a. Full Satisfaction - Upon payment, in accordance with the Agreement, of the amounts required to be paid by Exchange or the Contracting Party, as the case may be, in respect of any Failure to Deliver, Failure to Pay or Failure to Take in respect of such Physical Transaction, Exchange or such party to a Physical Transaction shall have no further liability under such Physical Transaction or the Agreement in respect of any such Failure to Deliver, Failure to Pay or Failure to Take.
- b. No Indirect Damages - Other than as specifically set forth in the Agreement, in no event shall Exchange or the Contracting Party be liable under the Agreement or any Physical Transaction for any special, consequential or indirect damages or claims, including without limitation, loss of profits or revenues, cost of capital or claims of any of the suppliers or customers of the Contracting Party arising out of any Failure to Deliver, Failure to Take or Failure to Pay or any other matter for which liability may be assessed under the Agreement or any Physical Transaction.

**13. FORCE MAJEURE**

- a. Definition - A force majeure event will exist in the event:
  - i. of a declared force majeure by TCPL; or
  - ii. that TCPL has caused a curtailment of the volume of gas which may be accepted by TCPL for delivery on the TCPL Alberta System,

which has the result of reducing the volume of gas which may be accepted by TCPL for delivery to the TCPL Alberta System by 25% or more, using as 100% of such volume for the winter gas season from November 1 to April 30 the winter system maximum day delivery volume forecast as published in table

3.4.2.1 of TCPL's Nova Gas Transmission Ltd. Annual Plan (12.10 bcf/d for 2002/2003) and using as 100% of such volume for the summer gas season from May 1 to October 31 the summer system maximum day delivery volume forecast as published in table 3.4.2.2 of TCPL's Nova Gas Transmission Ltd. Annual Plan (11.15 bcf/d for 2002/2003); and reducing by 25% or more the aggregate of all obligations under Physical Transactions for all Contracting Parties which can be delivered or received; or

- iii. TCPL has interrupted, curtailed or pro-rated inventory transfer service which affects all TCPL Alberta System shippers who have nominated for deliveries or receipts to take place by inventory transfer service.
- b. Consequences - Upon the occurrence of a force majeure event, Exchange would determine the extent to which deliveries of gas could be made and receipts could be taken and will allocate the available quantities of gas at the Intra-Alberta Hub to the available demand at the Intra-Alberta Hub on a pro rata basis and compliance by any Buyer or any Seller with such pro rationing will not constitute a Failure to Deliver, Failure to Take or Failure to Pay. Certain Physical Instruments affected by any force majeure event will be halted from trading on the Trading System. Exchange will eliminate or reduce the obligations of the Contracting Party under the Physical Transactions by an adjustment to the reports to reflect the consequences of the force majeure event.

#### **14. PROCEDURES ON FORCE MAJEURE EVENT**

- a. Investigation - Exchange will, in consultation with TCPL and the Contracting Parties, make a determination of whether a force majeure event exists and an estimate of its probable duration.
- b. Physical Transactions - All Contracting Parties with Physical Transactions for any of the Physical Instruments for which access to the Trading System may be closed will be asked to provide confirmable estimates of the volume of gas that could be delivered or taken in respect of such obligations under such Physical Transactions in order to ascertain available supply and available demand and as to any preferable alternative arrangements which may affect available supply or available demand.
- c. Notice to Contracting Parties - If a force majeure event is determined to exist, all Contracting Parties will be immediately notified by phone, by fax, and by messages made available for access on their Trader Workstation, Exchange may cause a temporary General Suspension and Exchange will use its discretion to determine which Instruments would be closed.
- d. Allocation - Exchange will pro rata allocate the available supply to the available demand subject to any preferable alternative arrangements made by any Contracting Party and agreed to by Exchange which may reduce available demand.
- e. No Allocation - All obligations under Physical Transactions not covered by the allocations pursuant to paragraph (d) above will be closed as if by an offsetting trade at the Purchase Price.
- f. Next Day - Exchange would, prior to the start of trading on each successive Trading Day:
  - i. make a decision as to the continued existence of the force majeure event and determine which Instruments, if any, would be available for trading; and
  - ii. notification of the extension or discontinuance of the force majeure event will be made to all Contracting Parties before opening any halted Physical Instruments.

#### **15. INVOICE AMOUNTS**

Exchange will determine the amounts owing or payable on a monthly basis for the intra Alberta Hub as follows:

- a. For gas delivered or received by multiplying the following:

- i. the Contract Quantity of gas delivered or taken at the intra Alberta Hub for each Delivery Day of the given Month under all Basis Alberta Physical Transactions and all Intra-Alberta US\$ and Daily Index 5A US Instruments for a given Month expressed in MMBTU's; times
- ii. the Purchase Price, expressed in U.S. dollars per MMBTU for all Basis Alberta Physical Transactions and Intra-Alberta U.S.\$ and Daily Index 5A US Instruments for such Month; plus

(January 24, 2006)

- iii. Contract Quantity of gas delivered or taken at the intra Alberta Hub for each Delivery Day of the given Month under all AECO/NGX, Index 2A, Index 4A and Index 5A Physical Transactions for a given Month expressed in GJ's; times
  - iv. Purchase Price, expressed in dollars per GJ for all AECO/NGX, Index 2A, Index 4A and Index 5A Physical Transactions for such Month; plus
- b. All fees as outlined in Schedule "A" of this Agreement; plus
  - c. Any fees charged to Exchange by TCPL for the Title Transfers pertaining to the delivery of gas under all such Physical Transactions; plus
  - d. Any applicable taxes pursuant to Article 7 of this Agreement.

## 16. INTERPRETATION

- a. All times referred to herein are to Central Clock Time.
- b. All amounts of money referred to herein or in the Agreement in respect of the Intra-Alberta Hub are in Canadian dollars unless otherwise specified.
- c. Capitalized words and phrases used in this Schedule and not defined in this Schedule will have the same meaning as set forth in the Agreement.

## 17. DEFINITIONS

- ~~d. "Basis Instruments" and "Basis Physical Transactions" are those Physical Instruments and Physical Transactions where the formula for calculation of the Purchase Price is determined at the time of entering into a Physical Transaction and is based on the Henry Futures Settlement Price;~~
  - ~~e. "Basis Spread Instrument" means a Physical Instrument which facilitates the simultaneous entering into as Buyer on the one hand and Seller on the other of two otherwise equivalent Physical Transactions at two different Hubs, the particulars of which are further described in this Schedule "G";~~
  - ~~f. "Basis Spread Transaction" means a Physical Transaction in respect of a Basis Spread Instrument, entered into by the Buyer or Seller as the case may be, from time to time through the Trading System for the purchase or sale of such Instrument;~~
- a. "BBTU" means billions (10<sup>9</sup>) British thermal units;
  - b. "CGPR" means Canadian Gas Price Reporter, published by Enerdata Ltd., or its successor;
  - c. "Daily Index 2A Physical Instrument" and "Daily Index 2A Physical Transactions" means those Physical Instruments and Physical Transactions, where the formula for calculation of the Purchase Price is determined at the time of entering into a Daily Index 2A Physical Transaction and is based on the Daily Index 2A Price;

- d. "Daily Index 2A Price" means, for gas delivered under all Daily Index 2A Physical Transactions:
- i. the arithmetic average price in Canadian Dollars per GJ for the applicable flow day(s) corresponding to line 2A of the monthly totals: (A) as published on the Canadian Domestic Gas Price Report Page and in the "Daily Spot Gas Price at AECO C & Nova Inventory Transfer" table of the CGPR; or (B) reported by Exchange on its website members area in a table entitled "AECO "C" - N.I.T. Daily Index Prices", or
  - ii. in the event that the Canadian Domestic Gas Price Report page or the CGPR does not report the required information to determine the Daily Index 2A Price hereunder, or the Daily Index 2A Price is otherwise not determinable, the price will be the price determined by Exchange based on the arithmetic average of the daily weighted average of all same day (IA-SD) Physical Transactions with reference to the most comparable trades executed through the Trading System at the Intra-Alberta Hub;
- e. "Daily Index 4A Physical Instrument" and "Daily Index 4A Physical Transaction" - are those Physical Instruments and Physical Transactions where the formula for calculation of the Purchase Price is determined at the time of entering into a Daily Index 4A Physical Transaction and is based on the Daily Index Price;
- f. "Daily Index 4A Price" means, for gas delivered for the Daily Index 4A Physical Transaction:
- i. the weighted average price in Canadian Dollars per GJ for the applicable flow day(s) corresponding to Line 4A of the monthly totals: (A) as published in the Canadian Domestic Gas Price Report Page and in the "Daily Spot Gas Price at AECO C & Nova Inventory Transfer" table of the CGPR; or (B) as reported by Exchange on its website members area in the table entitled "AECO "C" - N.I.T. Daily Index Prices";
  - ii. in the event that CGPR or Exchange does not report the required information to determine the Daily Index 4A Price hereunder, or the Daily Index 4A Price is otherwise not determinable, the price will be the price determined by Exchange based on the arithmetic average of:
    - A. for each Gas Day (Monday to Friday, inclusive) the daily weighted average for all same day (IA-SD) Physical Transactions executed through the Trading System at the Intra-Alberta Hub; and
    - B. the weighted average for weekend (IA-S2) Physical Transactions executed through the Trading System as a proxy for each Saturday and Sunday at the Intra-Alberta Hub;
- (June 23, 2005)
- g. "Daily Index 5A Instrument" and "Daily Index 5A Physical Transaction" means those Physical Instruments and Physical Transactions where the formula for calculation of the Purchase Price is determined at the time of entering into a Daily Index 5A Physical Transaction and is based on the Daily Index 5A Price;
- h. "Daily Index 5A Price" means, for gas delivered for the Daily Index 5A Physical Transactions:
- i. the arithmetic average price in Canadian dollars per GJ for the applicable flow day(s) corresponding to line 5A of the monthly totals: (A) as published on the Canadian Domestic Gas Price Report page and in the "Daily Spot Gas Price at AECO C & Nova Inventory Transfer" table of the CGPR; or (B) as reported by Exchange on its website members area in the table entitled "AECO "C" - N.I.T. Daily Index Price"; or

- ii. in the event that the CGPR or Exchange does not report the required information to determine the Daily Index 5A Price hereunder, or the Daily Index 5A Price is otherwise not determinable, the price will be the price determined by Exchange based on the arithmetic average of:
  - A. for each Gas Day (Monday to Thursday, inclusive) the daily weighted average for all same day (IA-SD) Physical Transactions executed through the Trading System at the Intra-Alberta Hub; and
  - B. the weighted average for all weekend (IA-F3) Physical Transactions executed through the Trading System as a proxy for Friday, Saturday or Sunday plus any Canadian statutory holidays that are included in the weekend Physical Transactions at the Intra-Alberta Hub;

(June 23, 2005)

- i. "Daily Index 5A US Instrument" and "Daily Index 5A US Physical Transaction" means those Physical Instruments and Physical Transactions where the formula for calculation of the Purchase Price is determined at the time of entering into a Daily Index 5A US Physical Transaction and is based on the Daily Index 5A US Price;
- j. "Daily Index 5A US Price" means, for gas delivered for the Daily Index 5A US Physical Transactions:
  - i. the arithmetic average price in U.S. dollars per MMBtu for the applicable flow day(s) corresponding to line 5A of the monthly totals: (A) as published on the Canadian Domestic Gas Price Report page and in the "Daily Spot Gas Price at AECO C & Nova Inventory Transfer" table of the CGPR; or (B) as reported by Exchange on its website members area in the table entitled "AECO "C" - N.I.T. Daily Index Price"; or
  - ii. in the event that the CGPR or Exchange does not report the required information to determine the Daily Index 5A US Price hereunder, or the Daily Index 5A US Price is otherwise not determinable, the price will be the price determined by Exchange based on the arithmetic average of:
    - A. for each Gas Day (Monday to Thursday, inclusive) the daily weighted average for all same day (IA-SD) Physical Transactions executed through the Trading System at the Intra-Alberta Hub; and
    - B. the weighted average for all weekend (IA-F3) Physical Transactions executed through the Trading System as a proxy for Friday, Saturday or Sunday plus any Canadian statutory holidays that are included in the weekend Physical Transactions at the Intra-Alberta Hub;

(January 24, 2006)

- k. "Fixed Price Instruments" and "Fixed Price Physical Transactions" means those Physical Instruments and Physical Transactions where the Purchase Price is fixed at the time of entering into the Fixed Price Physical Transaction;
- l. "gas" means natural gas meeting the specifications in the TCPL Terms and Conditions as then in effect at the time of delivery of gas in respect of the Intra-Alberta Hub;
- m. "Gas Day" means a period of twenty-four (24) consecutive hours beginning and ending at 9:00 a.m. Central Clock Time;

- n. "Gas Daily" means a publication entitled Platt's Gas Daily published by Platt's, a division of the McGraw Hill companies;
- o. "Gigajoule" or "GJ" means 1,000,000,000 ( $10^9$ ) Joules;
- p. "Henry Futures Settlement Price" means:
- (i) the settlement price on the last trading day of a monthly Henry futures contract which corresponds to the applicable delivery Month under a Physical Transaction expressed in US\$ per MMBTU (to four decimal points) as reported in Gas Daily in the table entitled "Futures NYMEX at Henry Hub" under the column called "Settlement", or
  - (ii) in the event that Gas Daily does not report a Futures NYMEX at Henry Hub settlement price, Exchange will determine the Henry Futures Settlement Price based on the most comparable reported prices for the applicable delivery Month;
- q. "Intra-Alberta Hub" means a notional point in Alberta where gas on the TCPL Alberta System can be transferred between TCPL customer accounts utilizing title transfers;
- r. "Joule" means that amount of work done when the point of application of a force of one (1) newton is displaced a distance of one (1) metre in the direction of the force;
- s. "MMBTU" means 1,000,000 ( $10^6$ ) British thermal units;
- t. "Month" means a month commencing on the first Gas Day of the calendar month and ending on the first Gas Day of the next calendar month;
- u. "One-Month Spot Index Physical Instruments" and "One-Month Spot Index Physical Transactions" - are those Physical Instruments and Physical Transactions where the formula for calculation of the Purchase Price is determined at the time of entering into a One-Month Spot Index Physical Transaction and is based on the One-Month Spot Index Price;
- v. "One-Month Spot Index Price" means, for gas delivered during the delivery Month for all One-Month Spot Index Physical Transactions:
- i. the average price of intra-Alberta gas bought and sold for the entire delivery Month on the TCPL Alberta System based on agreements made during the Month immediately prior to the delivery Month: (A) as reported by the CGPR for the entire delivery Month in the "Canadian Natural Gas Supply Price" table, in the column marked "Avg" containing the delivery Month, on the line "AECO "C" N.I.T. One-Month Spot", or any words or phrases used in substitution therefor; or (B) as reported by Exchange on its website in the members area in a table entitled "AECO "C" N.I.T. - One Month Spot Price"; or
  - ii. in the event that CGPR or Exchange does not report the required information to determine the One Month Spot Index Price hereunder, or the One Month Spot Index Price is otherwise not determinable, the price will be the price determined by Exchange with reference to the most comparable reported prices in respect of intra-Alberta gas bought and sold for the entire delivery Month on the TCPL Alberta System based on agreements made during the Month immediately prior to the delivery Month;
- w. "TCPL" means TransCanada Pipelines Limited;
- x. "TCPL Terms and Conditions" means the General Terms and Conditions of the Gas Transportation Tariff of TCPL Alberta System;

- y. "TCPL Alberta System" means TCPL's intraprovincial pipeline system located in Alberta, formerly known as NOVA Gas Transmission Ltd.;
- z. "Terajoule" or "TJ" means 1,000,000,000,000 (10<sup>12</sup>) Joules and is equal to 1000 GJ; ~~and~~
- aa. "Title Transfer" means the notification of inventory transfers sent to TCPL directing TCPL to transfer gas between a Contracting Party's TCPL account and Exchange's TCPL account, as described in Appendix "C" of the TCPL Terms and Conditions;
- bb. "Transport Instruments" - are those Physical Instruments and Physical Transactions where the formula for calculation of the Purchase Price is determined at the time of entering into a Physical Transaction and is based on the Henry Futures Settlement Price;  

(April 7, 2006)
- cc. "Transport Spread Instrument" - means a Physical Instrument which facilitates the simultaneous entering into as Buyer on the one hand and Seller on the other of two otherwise equivalent Physical Transactions at two different Hubs, the particulars of which are further described in this Schedule "G"; and  

(April 7, 2006)
- dd. "Transport Spread Transaction" – means a Physical Transaction in respect of a Transport Spread Instrument, entered into by the Buyer or Seller as the case may be, from time to time through the Trading System for the purchase or sale of such Instrument.  

(April 7, 2006)

**18. NOTICE OF APPOINTMENT OF AGENT**

The Contracting Party will execute and deliver to Exchange the form of appointment of agency attached hereto as Appendix 1.

**APPENDIX 1**

**NOTICE OF APPOINTMENT OF AGENT  
FOR NOTIFICATIONS INVENTORY TRANSFERS**

1. \_\_\_\_\_ ("**Customer**") hereby appoints **Natural Gas Exchange Inc. ("Agent")** as its agent to act on its behalf to carry out Notification of Inventory Transfers ("NITs") in accordance with the provisions of TCPL's Inventory Terms and Conditions, as amended from time to time, (the "Procedure"). Such appointment shall be limited to only those NITs which are nominated through Agent and deliverable at TCPL's intra-Alberta hub. TCPL shall be entitled to rely, without further inquiry, upon Agent's instructions and documentation filed in accordance with the Procedure as though the instructions and documentation had been received directly from Customer.
2. Agent's authority to act on behalf of Customer shall be effective from the time that TCPL receives this Notice and shall remain in full force and effect until Customer provides TCPL with written notice revoking Agent's appointment. The revocation of Agent's authority shall not affect any NITs in effect at the time TCPL receives notice of Customer's revocation of Agent's appointment.
3. Customer hereby agrees that Agent can instruct TCPL or NrG Systems Ltd. to set-up a waiver on the NrG Highway which authorizes all NITs between Customer and Agent. Customer agrees not to revoke the waiver while Customer has Physical Contracts with Agent.

**CUSTOMER**

**AGENT**

Per: \_\_\_\_\_

Per: \_\_\_\_\_

Per: \_\_\_\_\_

Per: \_\_\_\_\_

**DATE:** \_\_\_\_/\_\_\_\_/\_\_\_\_

**CUSTOMER'S MNEMONIC:** \_\_\_\_\_

**SAMPLE ONLY**

(February 24, 2006)

**SCHEDULE "L" - U.S. WEST HUBS**

HUB OR PHYSICAL MARKETS	TRADING SYSTEM MNEMONIC	PURCHASE PRICE		CONTRACT QUANTITY	
		UNITS	INCREMENTS	UNITS	INCREMENTS
Malin	MN	\$US/MMBTU	\$US 0.0001	BBTU	0.1 BBTU
Malin – Daily Index	ML	\$US/MMBTU	\$US 0.0001	BBTU	0.1 BBTU
Malin – Monthly Index	MN	\$US/MMBTU	\$US 0.0001	BBTU	0.1 BBTU
PG&E Citygate	PC	\$US/MMBTU	\$US 0.0001	BBTU	0.1 BBTU
PG&E Citygate – Daily Index	PY	\$US/MMBTU	\$US 0.0001	BBTU	0.1 BBTU
PG&E Citygate – Monthly Index	PM	\$US/MMBTU	\$US 0.0001	BBTU	0.1 BBTU
<del>Stanfield</del> PG&E Citygate – Malin Transport Spread	<del>SK</del> PA	\$US/MMBTU	\$US 0.0001	BBTU	0.1 BBTU
<del>Stanfield – Daily Index</del>	<del>SK</del> --	\$US/MMBTU	\$US 0.0001	BBTU	0.1 BBTU
<del>Stanfield – Daily Index</del>	--	<u>\$US/MMBTU</u>	<u>\$US 0.0001</u>	<u>BBTU</u>	<u>0.1 BBTU</u>
Stanfield – Monthly Index	SP	\$US/MMBTU	\$US 0.0001	BBTU	0.1 BBTU

~~(November 4, 2005)~~

(April 7, 2006)

**1. INSTRUMENT AVAILABILITY**

Physical Transactions in respect of the Instruments may be entered into up to such times or such Trading Days as is stipulated by Exchange on the Trading System. Exchange may not list every Physical Instrument shown on Schedule "F" Physical Instruments.

**2. WEEKLY SETTLED INSTRUMENTS**

Not available at the U.S. West Hubs.

(June 23, 2005)

**3. TRANSPORT SPREADSPREAD – PG&E CITYGATE TO MALIN**

~~Not available~~The Transport Spread Instrument allows Buyers and Sellers to transact simultaneously at the PG&E Citygate Hub and the Malin Hub by electronically negotiating an acceptable Daily Contract Quantity and Transport Price.

- a. The Buyer of the Transport Spread Instrument will be the Buyer of a PG&E Citygate Transport Transaction for purchase of the Contract Quantity at the PG&E Citygate Hub; and will be the Seller of a Malin Transport Transaction for the sale of the Contract Quantity at the Malin Hub;
- b. The Seller of the Transport Spread will be the Seller of a PG&E Citygate Transport Transaction for the sale of the Contract Quantity at the PG&E Citygate Hub; and will be the Buyer of a Malin Transport Transaction for the purchase of the Contract Quantity at the Malin Hub;
- c. A force majeure event at the PG&E Citygate Hub will reduce the Obligations of Exchange and Contracting Party under the PG&E Citygate Transactions pursuant to Schedule "L" but will not change the Obligations of Exchange and the Contracting Party under the Malin Transactions;

- d. A force majeure event at the Malin Hub will reduce the Obligations of Exchange and the Contracting Party under the Malin Transactions pursuant to Schedule "L" but will not change the Obligations of Exchange and the Contracting Party under the PG&E Citygate Transactions;
- e. The Purchase Price for the Malin Transport Spread Transaction will be the most recently transacted Purchase Price, or in the absence of a current Trading Day transaction, the Settlement Price for the previous Trading Day in the respective Malin Instrument;
- f. The Purchase Price for the PG&E Citygate Transport Spread Transaction will be the most recently transacted Purchase Price, or in the absence of a current Trading Day transaction, the Settlement Price for the previous Trading Day in the respective Malin Instrument plus the Transport Price;
- g. All other Obligations will be as outlined in "Schedule "L" – U.S. West Hubs" herein.

~~(June 23, 2005)~~

(April 7, 2006)

#### **4. RELATIONSHIP TO AGREEMENT**

Nothing in this Schedule "L" will impair the obligations or rights of Exchange or the rights or obligations of the Contracting Party pursuant to the Agreement. Any Contracting Party which is a party to a Physical Transaction entered into at the U.S. West Hubs hereby agrees that any such Physical Transaction includes the provisions of this Schedule "L" and is subject to the terms of the Agreement.

(June 23, 2005)

#### **5. STANDARDIZED TERMS AND CONDITIONS**

The forms of Physical Instruments have standard terms and conditions except in respect of:

- a. quantity, which will be measured in BBTUs bought and sold in:
  - i. increments of one-tenth (0.1) of one BBTU;
  - ii. minimum order of one (1.0) BBTU; and
  - iii. will represent the Daily Contract Quantity for Physical Transactions;
- b. prices are in U.S. dollars and:
  - i. will be in increments of U.S. \$0.0001 per MMBTU's and represent the Purchase Price for Fixed Price Physical Transactions;
  - ii. prices which will be in increments of U.S. \$0.0001 per MMBTU will represent the plus or minus differential from the applicable Henry Futures Settlement Price for deliveries made in any Month under any Basis Physical Transactions, thereby establishing the formula for the calculation of the Purchase Price for such Basis Physical Transactions; and
  - iii. prices will be in increments of U.S. \$0.0001 per MMBTU will represent the plus or minus differential from the applicable index price for deliveries made in any month under Index Physical Transactions, thereby establishing the formula for calculation of the Purchase Price for such Index Physical Transactions.

(June 23, 2005)

**6. PRE-DELIVERY PROCEDURES**

- a. Notice of Deliveries - At any time prior to delivery, Exchange may give notification to the Contracting Party of Daily Contract Quantities of gas due for receipt or delivery, and may request verification from the Contracting Party that the Contracting Party has the necessary rights and entitlements with U.S. West Hub Operators.
- (June 23, 2005)
- b. Verification of Deliveries - Within 24 hours of any such request, the Contracting Party will verify its capacity to take or deliver the net Daily Contract Quantities on each Delivery Day.
- c. Remedial Actions by Contracting Party - In the event that the Contracting Party does not verify its capacity to take or deliver the net Daily Contract Quantities on each Delivery Day in accordance with paragraph b., the Contracting Party shall continue to be required to complete such verifications or to enter into a Physical Transaction to offset, in whole or in part, its delivery or take obligations until 15:00 p.m. on the second Business Day prior to any such Delivery Day.
- d. Remedial Actions by Exchange - After 15:00 p.m. on the second Business Day prior to such Delivery Day if verifications in accordance with paragraph b. are not given by the Contracting Party, the orders of the Contracting Party which the Contracting Party has entered for the purchase or sale of gas may be eliminated and Exchange may enter into Physical Transactions to offset, in whole or in part, delivery or take obligations, which in the opinion of Exchange may not be performed, in accordance with the Liquidation Procedure as provided in Section 5.5 of this Agreement.

**7. DELIVERY PROCEDURES**

On each Trading Day, Exchange will submit nominations for the delivery or take of gas under all Physical Transactions entered into through the Trading System at the U.S. West Hubs as follows:

- i. both Exchange and the Contracting Parties will convert the Daily Contract Quantities under each Physical Transaction from MMBtu to Dekatherms, if required;
- ii. both Exchange and the Contracting Parties will offset the Daily Contract Quantities due for delivery against the Daily Contract Quantities due to be taken on each Delivery Day for all Physical Transactions to determine a net Daily Contract Quantity at each of the U.S. West Hubs;
- iii. Exchange will submit nominations to the U.S. West Hub Operator for the net Daily Contract Quantity to be delivered to or taken from Contracting Parties as per the Transportation General Terms and Conditions published by the applicable U.S. West Hub Operator corresponding to all net Daily Contract Quantities at the U.S. West Hub; and
- iv. any Contracting Party with net Daily Contract Quantities to be delivered to or to be taken from Exchange at the U.S. West Hubs will submit nominations to the U.S. West Hub Operator as per the Transportation General Terms and Conditions published by the applicable U.S. West Hub Operator Gas Tariff equivalent to the net Daily Contract Quantity for that Contracting party at the U.S. West Hubs.

(June 23, 2005)

**8. PERFORMANCE OF THE PHYSICAL CONTRACTS**

The Physical Transactions at the U.S. West Hubs will be performed as follows:

By the Contracting Party:

- i. upon the acceptance of the nominations by the U.S. West Hub Operator for the net Daily Contract Quantities of gas nominated for delivery or take or later than the Evening Nomination Cycle as described in the Transportation General Terms and Conditions published by the U.S. West Hub Operator;
- ii. by the payment to Exchange of the Invoice amounts for the Physical Transactions at the Malin Hub.

By Exchange:

- i. upon the acceptance of the nominations by the U.S. West Hub Operator for the net Daily Contract Quantities of gas nominated for delivery or take; and
- ii. by the payment to the Contracting Party of all Invoice amounts for the Physical Transactions at the Malin Hub.

(June 23, 2005)

**9. PROCEDURES ON FAILURE OF PERFORMANCE**

- a. Rejection of a Nomination - In the event that U.S. West Hub Operator rejects either the Seller's or the Buyer's nomination upon conclusion of the Evening Nomination Cycle, respectively, Exchange will be entitled to initiate the following procedure:
  - i. Exchange will make reasonable efforts to notify the Contracting Party by telephone that a nomination has been rejected by U.S. West Hub Operator indicating the quantity affected and initiating a 30-minute period to allow resolution by the Contracting Party;
  - ii. if no confirmable solution is forthcoming from the Contracting Party within the relevant period, then Exchange will give notice by phone, confirmed by fax, to the Contracting Party that there is a Failure to Deliver or Failure to Take, indicating quantity affected; and
  - iii. Exchange may exercise any of the rights under Section 5.5 of the Agreement.

(June 23, 2005)

**10. TITLE**

- a. From Seller - Title to and risk of loss of gas delivered under any Physical Transaction shall pass from the Seller during delivery at the receipt point specified in any Physical Transaction.
- b. To Buyer - Title to and risk of loss of gas delivered under any Physical Transaction shall pass to the Buyer during delivery at the receipt point specified in any Physical Transaction.
- c. Regarding Exchange - In no event should this Agreement be construed in a manner whereby title to and risk of loss of gas delivered under any Physical Transaction shall:

- i. pass to Exchange, as Buyer, except as required by the U.S. West Hub Operator to facilitate any transfer of title from Exchange to Seller, which in such case shall be deemed to occur concurrently; or
- ii. be held by Exchange, as Seller, except as required by the U.S. West Hub Operator to facilitate any transfer of title from Exchange to Buyer, which in such case shall be deemed to occur concurrently.

(June 23, 2005)

## **11. REPRESENTATIONS AND WARRANTIES OF THE CONTRACTING PARTY**

The Contracting Party represents and warrants in respect of any Physical Transaction entered into by such Contracting Party that at the time of delivery or receipt:

a. If the Seller -

- i. it has the full right and authority to sell gas;
- ii. it owns and has title to gas, or irrevocable authority to sell gas;
- iii. gas delivered to Exchange shall be free from all royalty payments, Liens or encumbrances whatsoever; and
- iv. has all necessary rights and entitlements with the applicable U.S. West Hub Operator to facilitate Title Transfers at the U.S. West Hubs with sufficient inventory to deliver the net Daily Contract Quantity sold on a firm basis under its Physical Transactions on each Gas Day.

(June 23, 2005)

b. If the Buyer -

- i. it has the full right and authority to purchase gas; and
- ii. has all necessary rights and entitlements with the applicable U.S. West Hub Operator to facilitate Title Transfers at the U.S. West Hubs with sufficient capacity to take the net Daily Contract Quantity purchased on a firm basis under its Physical Transactions on each Gas Day.

(June 23, 2005)

## **12. LIABILITY**

- a. Full Satisfaction - Upon payment, in accordance with the Agreement, of the amounts required to be paid by Exchange or the Contracting Party, as the case may be, in respect of any Failure to Deliver, Failure to Pay or Failure to Take in respect of such Physical Transaction, Exchange or such party to a Physical Transaction shall have no further liability under such Physical Transaction or the Agreement in respect of any such Failure to Deliver, Failure to Pay or Failure to Take.
- b. No Indirect Damages - Other than as specifically set forth in the Agreement, in no event shall Exchange or a party to a Physical Transaction be liable under the Agreement or any Physical Transaction for any special, consequential or indirect damages or claims, including without limitation, loss of profits or revenues, cost of capital or claims of any of the suppliers or customers of the Contracting Party arising out of any Failure to Deliver, Failure to Take or Failure to Pay or any other matter for which liability may be assessed under the Agreement or any Physical Transaction.

**13. FORCE MAJEURE**

- a. Definition - A force majeure may be declared by Exchange at any of the U.S. West Hubs in the event that the applicable U.S. West Hub Operator declares a force majeure.
- b. Consequences - On any day that force majeure exists at one of the U.S. West Hubs, the Contracting Parties' obligation to take or deliver gas pursuant to all Physical Transactions with a Delivery Point at that U.S. West Hub shall be reduced by the same percentage as the curtailment, interruption or pro rationing for that day.

(June 23, 2005)

**14. PROCEDURES ON FORCE MAJEURE EVENT**

- a. Investigation - Exchange will, in consultation with the applicable U.S. West Hub Operator make a determination of whether a force majeure event exists and an estimate of its probable duration.
- b. Notice to Contracting Parties - If a force majeure event is determined to exist, all affected Contracting Parties will be immediately notified by phone, by fax, and by messages made available for access on the Trading System:

(June 23, 2005)

- i. that a force majeure event exists;
  - ii. the reduction in obligations for that day; and
  - iii. which Physical Instruments, if any, will be halted from trading.
- c. Title Transfer - The Seller, Buyer and Exchange will make all necessary changes to the Title Transfers to reflect the reduced obligations.

(June 23, 2005)

- d. Further Notice - On each successive Trading Day, Exchange will advise the affected Contracting Parties as follows:
  - i. if the force majeure event is continuing;
  - ii. the level of reduction of obligations for that day; and
  - iii. which Physical Instruments, if any, will be halted from trading.

**15. INVOICE AMOUNTS**

Exchange will determine the amounts owing or payable on a monthly basis for each of the U.S. West Hubs as follows:

- a. For gas delivered or taken by multiplying the following:
  - i. Contract Quantity of gas delivered or taken at the U.S. West Hubs under all Physical Transactions for each Delivery Day of the given Month expressed in MMBTU's; times
  - ii. the Purchase Price, expressed in U.S. dollars per MMBTU for all Physical Transactions for such Month; plus

- b. All fees as outlined in Schedule "A" of this Agreement; plus
- c. Any fees charged to Exchange by a U.S. West Hub Operator for the Title Transfers pertaining to the delivery of gas under all such Physical Transactions; plus
- d. All applicable taxes pursuant to Article 7 of this Agreement.

(June 23, 2005)

**16. INTERPRETATION**

- a. All times referred to herein are to Central Clock Time.
- b. All amounts of money referred to herein or in the Agreement in respect of the U.S. West Hubs are in U.S. dollars.

(June 23, 2005)

- c. Capitalized words and phrases used in this Schedule and not defined in this Schedule will have the same meaning as set forth in the Agreement.

**17. DEFINITIONS**

- a. ~~"Basis Instruments" and~~ "Basis Physical Transactions", respectively, means those Physical Instruments and Physical Transactions where the formula for the calculation of the Purchase Price is determined at the time of entering into the Physical Transaction and is based on the Henry Futures Settlement Price;
- b. "BBTU" means 1,000,000,000 (10<sup>9</sup>) British thermal units;
- c. "Dekatherm" means a unit of heat equivalent to 1,000,000 (10<sup>6</sup>) British thermal units;
- d. "FERC" means Federal Energy Regulatory Commission of the United States of America;
- e. "Fixed Price Instruments" and "Fixed Price Physical Transactions" means those Physical Instruments and Physical Transactions where the Purchase Price is determined at the time of entering into the Physical Transaction;
- f. "gas" means natural gas as produced in its natural state that meets the quality standards as defined in:
  - i. GTN FERC Gas Tariff with respect to the Malin Hub; and
  - ii. PG&E Tariff Book with respect to the PG&E Citygate and Stanfield Hubs;

(June 23, 2005)

(June 23, 2005)

- g. "Gas Daily" means a publication entitled Platt's Gas Daily published by Platt's, a division of the McGraw Hill companies;
- h. "Gas Day" means a consecutive twenty-four (24) hour period starting at 09:00 a.m. Central Clock Time;
- i. "GTN" means Gas Transmission Northwest Corporation, the pipeline operator at the Malin Hub;

(June 23, 2005)

j. "GTN FERC Gas Tariff" means the FERC Gas Tariff as published by GTN amended from time to time and approved by FERC;

(June 23, 2005)

k. "Henry Futures Settlement Price" means:

- i. the settlement price on the last trading day of a monthly Henry futures contract which corresponds to the applicable delivery Month under a Physical Transaction expressed in US\$ per MMBTU (to four decimal points) as reported in Gas Daily in the table entitled "Futures NYMEX at Henry Hub" under the column called "Settlement", or
- ii. in the event that Gas Daily does not report a Futures NYMEX at Henry Hub settlement price, Exchange will determine the Henry Futures Settlement Price based on the most comparable reported prices for the applicable delivery Month;

l. "Index Instruments" - and "Index Physical Transactions", respectively, means those Physical Instruments and Physical Transactions where the formula for the calculation of the price of gas is determined at the time of entering into the Physical Transaction and is based on the index prices;

m. "Inside FERC" means the Inside FERC's Gas Market report published by Platts, a division of The McGraw Hill companies;

n. "Malin Bid week Index Price" for any Calculation Period means:

- i. the index price in U.S. dollars per MMBtu for the applicable Month as published in NGI in the table entitled "(Applicable Month) Bid week" corresponding to "California - Malin - avg."; or
- ii. in the event that NGI does not report the required information to determine the Malin Bid week Index Price hereunder, or the Malin Bid week Index Price is otherwise not determinable, the price will be the price determined by Exchange with reference to the most comparable reported prices in respect of gas bought and sold at the Malin, Oregon Market Center;

(June 23, 2005)

o. "Malin Daily Index Price" for any Calculation Period means:

- i. the index price in US dollars per MMBTU for the applicable flow days as published in Gas Daily in the table "Daily Price Survey" corresponding to "Others - PG&E, Malin - Midpoint"; or
- ii. in the event that Gas Daily does not report the required information to determine the Malin Daily Index Price hereunder, or the Malin Daily Index Price is otherwise not determinable by Exchange with reference to the most comparable reported prices in respect or gas bought and sold at the Malin, Oregon Market Center;

(June 23, 2005)

p. "Malin Hub" means the market center on the GTN pipeline system located at the interconnection between the GTN pipeline system and the California PG&E Gas Transmission at Malin, Oregon;

(June 23, 2005)

q. "MMBtu" means 1,000,000 (10<sup>6</sup>) British thermal units;

- r. "Month" means a month commencing on the first Gas Day of the calendar month and ending on the first Gas Day of the next succeeding calendar month;
- s. "NGI" means NGI's Bid week Survey as published by Intelligence Press, Inc.;
- (June 23, 2005)
- t. "Nominations" means a nomination for the transfer of gas as defined in:
- i. GTN FERC Gas Tariff with respect to the Malin Hub; and
  - ii. PG&E Tariff Book with respect to the PG&E Citygate and Stanfield Hubs;
- (June 23, 2005)
- u. "PG&E" means Pacific Gas & Electric Company;
- (June 23, 2005)
- v. "PG&E Citygate Bid week Index Price" means for any Calculation Period:
- i. the index price in U.S. dollars per MMBtu for the applicable Month as published in NGI in the table "(Applicable Month) Bid week" corresponding to "California - PG&E Citygate - Avg"; or
  - ii. in the event that NGI does not report the required information to determine the PG&E Citygate Bid week Index Price, or such price is otherwise not available, the price will be determined by Exchange with reference to the most comparable reported prices in respect of gas bought and sold for the entire delivery Month at the PG&E Citygate Market Center;
- (June 23, 2005)
- w. "PG&E Citygate Daily Index Price" means for any Calculation Period:
- i. index price in US dollars per MMBTU for the applicable flow day(s) as published in Gas Daily in the table "Daily Price Survey (\$MMBTU)" corresponding to " PG&E Citygate - PG&E Citygate Midpoint"; or
  - ii. in the event that Gas Daily does not report the required information to determine the Daily Index Price, or such price is otherwise not determinable, the price will be determined by Exchange with reference to the most comparable reported prices in respect of gas bought and sold at the PG&E Citygate Market Center;
- (June 23, 2005)
- x. "PG&E Citygate Hub" means the market center located on the PG&E California Gas Transmission System near San Francisco, California; and
- (June 23, 2005)
- "PG&E Tariff Book" means the gas tariff book as published by PG&E and amended from time to time
- (June 23, 2005)
- y. "Stanfield Hub" means the market center on the GTN pipeline system located at the interconnection between the GTN pipeline system and the Northwest Pipeline Corporation pipeline system near Stanfield, Oregon.

(June 23 2005)

- z. "Stanfield Daily Index Price" means for any Calculation Period:
- i. index price in US dollars per MMBTU for the applicable flow day(s) as published in Gas Daily in the table "Daily Price Survey (\$MMBTU)" corresponding to " Stanfield - Stanfield Midpoint"; or
  - ii. in the event that Gas Daily does not report the required information to determine the Daily Index Price, or such price is otherwise not determinable, the price will be determined by Exchange with reference to the most comparable reported prices in respect of gas bought and sold at the Stanfield Market Center;

(November 4, 2005)

- aa. "Transport Physical Transactions", respectively, means those Physical Instruments and Physical Transactions where the formula for the calculation of the Purchase Price is determined at the time of entering into the Physical Transaction and is based on the Henry Futures Settlement Price;

(April 7, 2006)

- bb. "Transport Spread Instrument" - means a Physical Instrument which facilitates the simultaneous entering into as Buyer on the one hand and Seller on the other of two otherwise equivalent Physical Transactions at two different Hubs, the particulars of which are further described in this Schedule "G";

(April 7, 2006)

- cc. "Transport Spread Transaction" – means a Physical Transaction in respect of a Transport Spread Instrument, entered into by the Buyer or Seller as the case may be, from time to time through the Trading System for the purchase or sale of such Instrument;

(April 7, 2006)

- dd. "U.S. West Hubs" means the Malin, Stanfield and PG&E Citygate hubs, collectively.

- ee. "U.S. West Hub Operator" means:

- i. GTN with respect to the Malin and Stanfield Hubs;
- ii. PG&E with respect to the PG&E Citygate Hub; and

and "U.S. West Hub Operations" refers to them all collectively.

(June 23, 2005)