

FE DOCKET NO.: 95-15-NG

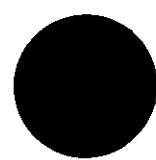
APPLICANT(S): HUSKY GAS MARKETING INC

ITEM	PREPARED OR FILED BY	FILING TYPE	DESCRIPTION OF DOCUMENT	DATED	DATE FILED OR ISSUED
✓ 2	DOE/FE	ORDER	Order 1037--Granting Blanket Import	95-03-30	95-03-30
3	DOE/FE	FEDERAL REGISTER ISSUED ORDER	1037 60 FR 19034; 4/14/95	95-03-30	95-03-30
✓ 4	RENAISSANCE ENERGY (U.S.) INC	CORRESPONDENCE	Request OFP Delete Language in Para. D in Order 1037 of Notification of Delimitation's:	95-04-12	95-04-12
✓	HUSKY GAS MARKETING INC	AMENDMENT	Application Requesting Authority to Transfer Authorization Granted Under Order 1037 from Renaissance Energy (U.S.) Inc. to Husky Gas	01-01-05	01-01-05
✓ 6	DOE/FE	ORDER	Order 1037 <sup>B</sup> Amending Long-Term Import to Reflect Transfer/Name Change from Renaissance Energy (U.S. to Husky Gas Mktg.)	01-04-17	01-04-17

**ORIGINAL**

**UNITED STATES OF AMERICA  
BEFORE THE DEPARTMENT OF ENERGY  
OFFICE OF FUELS PROGRAMS  
FOSSIL ENERGY**

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RENAISSANCE ENERGY (U.S.) INC.

DOCKET NO. FE95-15-NG

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**APPLICATION OF RENAISSANCE ENERGY (U.S.) INC. FOR AN ORDER  
AUTHORIZING THE LONG TERM IMPORTATION OF NATURAL GAS FROM CANADA**

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Pursuant to Section 3 of the Natural Gas Act (15 U.S.C. & 717b), as amended by Section 201 of the Energy Policy Act of 1992 (P.L. 102-486), and the rules and procedures of 10 C.F.R. Part 590, Renaissance Energy (U.S.) Inc. ("Applicant") submits this application for an order authorizing Applicant to import natural gas from Canada for sale to Delmarva Power & Light Company ("Delmarva"). Applicant requests that this authorization be granted for a term of ten (10) years.

In support hereof Applicant submits the following:

1. The exact legal name of Applicant is Renaissance Energy (U.S.) Inc. Applicant is a wholly owned subsidiary of Renaissance Energy Ltd. Applicant's principal place of business is:

3000, 425 First Street S.W., Calgary, Alberta, Canada T2P 3L8

2. All communications concerning this Application should be addressed to:

Renaissance Energy (U.S.) Inc.  
Patricia M. Cradock  
Coordinator Natural Gas Contracts  
3000, 425 First Avenue S.W.  
Calgary, AB T2P 3L8

Telephone: (403) 750-1338  
Facsimile: (403) 750-1811

Counsel for Applicant:

Bracewell & Patterson, L.L.P.  
2000 K Street N.W., Suite 500  
Washington, D.C.  
20006-1872  
Attention: Sarah Novosel\*

Telephone: (202) 828-5800  
Facsimile: (202) 223-1225

3. Applicant is a Delaware corporation and is authorized to conduct business in the United States. The proposed import is within the corporate power attached hereto as Exhibit "A".
4. Delmarva is a natural gas and electric company located in Wilmington, Delaware which purchases natural gas supply for distribution and resale to residential, industrial and small commercial customers in Delaware.
5. Applicant requests authorization from the Office of Fuels Programs, Fossil Energy to import up to 2800 Mcf per day of Canadian natural gas for a period of ten (10) years commencing on the date of approval of this Application. The gas will be sold to Delmarva for resale to its end use customers utilizing existing firm service capacity on the appropriate pipelines to the delivery point. No new facilities are required; therefore there are no environmental issues requiring assessment.
6. The gas to be imported will be produced in the Province of Alberta, Canada and supplied by Renaissance Energy Ltd. ("Renaissance"). The gas will be received into the NOVA Gas Transmission Ltd. ("NOVA") pipeline system and transported to Empress, Alberta, on or near the Alberta/Saskatchewan border, where it interconnects with the facilities of TransCanada PipeLines Limited ("TCPL"). TCPL will deliver the gas into the facilities of

National Fuel Gas Supply Corporation ("National Fuel") at Niagara Falls. Subsequently it will be delivered at Wharton, Pennsylvania into the facilities of Transcontinental Gas Pipe Line Corp. ("Transco"). Renaissance holds firm transportation capacity on NOVA and TCPL and Delmarva holds firm transportation capacity on National Fuel and Transco. Gas will be sold to Delmarva at Niagara Falls. Delmarva intends to distribute the gas to various customers within the State of Delaware.

7. The major provisions of the Natural Gas Purchase Agreement between Applicant and Delmarva, dated June 7, 1994 attached hereto as Exhibit "B", are as follows:

A. Price

The price to be paid for gas delivered under this Contract is the sum of the following components:

a) Demand Charge

The Demand Charge is payable each month and is calculate as the sum of

- i) 100% of the NOVA firm service receipt and delivery demand charges; and
- ii) 100% of the TCPL firm service demand charge

b) Pipeline Fuel and Pipeline Commodity Charges

The Pipeline Fuel Charge ("PFC") is calculated as the Monthly Price times the quantity of fuel gas required by NOVA and TCPL.

The Pipeline Commodity Charge is calculated as the NOVA and TCPL commodity charges billed each month to Seller, net of the PFC.

c) Commodity Charge

The Commodity Charge is equal to the Monthly Price times the quantity of gas nominated for and received by Buyer.

The Monthly Price is the Gulf Coast Spot Price less \$0.50 (US)/MMBtu.

The Gulf Coast Spot Price is reported in Inside FERC's Gas Market Report and is set at the Transco Zone 3 index.

This pricing structure will ensure competitive, market sensitive pricing throughout the term of the Contract.

B. Volume

The Maximum Daily Quantity ("MDQ") is 2800 Mcf (2800 MMBtu) per day, each day during the term. The contract is expected to operate at 100% load factor with penalty provisions for both Delmarva and Applicant for each MMBtu of gas not taken or delivered. The annual volume is 1.02 Bcf and the total volume to be imported during the term is 10.2 Bcf.

C. Transportation

Applicant is responsible for all transportation costs and charges to the delivery point and Delmarva is responsible for all costs incurred at and after the delivery point.

8. The Energy Policy Act states that the importation and exportation of natural gas from or to "a nation with which there is in effect a free trade agreement requiring national treatment for trade in natural gas, shall be deemed to be consistent with the public interest, and applications for importation and exportation shall be granted without modification or delay." Because Renaissance Energy (U.S.) Inc.'s application is for the importation of natural gas from Canada, with which the United States has in effect a free trade agreement, Applicant submits that its application meets the public interest.
9. Applicant confirms its obligation to file with the Office of Fuels Program, Fossil Energy, within thirty (30) days following each calendar quarter, quarterly reports indicating the volumes sold and sales price at the International Border of any imports made.

Applicant submits the following Exhibits in support of this application:

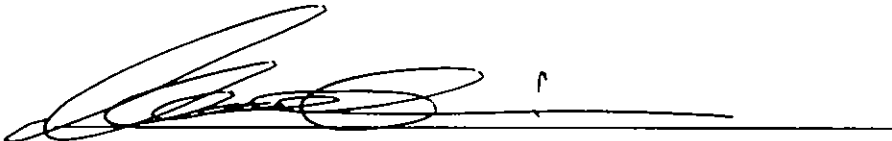
- Exhibit A: Opinion of Counsel
- Exhibit B: Natural Gas Purchase Agreement between Applicant and Delmarva dated June 7, 1994
- Exhibit C: Canadian Gas Supply Contract between Renaissance Energy Ltd. and Applicant, dated January 1, 1993
- Exhibit D: Verification

WHEREFORE, Applicant submits that for the reasons set forth above, its Application for authorization to import natural gas from Canada is consistent with the public interest, Applicant respectfully requests authorization from the Department of Energy to import natural gas from Canada pursuant to the terms and conditions stipulated herein for a period of ten (10) years commencing on the date of approval of this Application.

Dated this 7<sup>th</sup> day of March, 1995

Respectfully submitted,

Renaissance Energy (U. S.) Inc.



M. Muselius  
Vice-President, Marketing

EXHIBIT A

**BRACEWELL & PATTERSON, L.L.P.**

A REGISTERED LIMITED LIABILITY PARTNERSHIP  
ATTORNEYS AT LAW

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WASHINGTON DC 20006-1872  
202 828 5800  
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March 9, 1995

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214 740 4000

43 BROOK ST  
LONDON W1Y 2BL ENGLAND  
44 71 355 3330

Mr. Clifford Tomaszewski  
Clerk  
U.S. Department of Energy  
Office of Fossil Fuels  
1000 Independence Avenue, S.W.  
Room 3H087  
Washington, D.C. 20001

BY HAND

Re: Long-term Importation of Natural Gas from Canada by Renaissance  
Energy (U.S.) Inc., Docket No. FE95-\_-NG

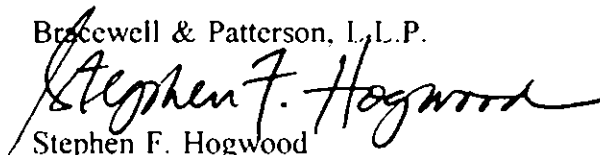
Dear Mr. Tomaszewski:

As counsel for Renaissance Energy (U.S.) Inc. (the "Company"), Applicant in the above-referenced proceeding, I have reviewed the Certificate of Incorporation and Bylaws of the Company, and such other documents as I have deemed necessary in order to advise you that:

1. The Company is a corporation duly incorporated and validly existing in good standing under the laws of the State of Delaware, and has all requisite corporate power and authority to own and operate its properties and to carry on its business; and
2. The Company has the requisite corporate authority to import natural gas from Canada.

Very truly yours,

Bracewell & Patterson, L.L.P.

  
Stephen F. Hogwood

Attorney for  
**RENAISSANCE ENERGY (U.S.) INC.**



**EXHIBIT B**

**GAS PURCHASE CONTRACT**

**BETWEEN**

**RENAISSANCE ENERGY (U.S.) INC.**

**AND**

**DELMARVA POWER & LIGHT COMPANY**

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## GAS PURCHASE CONTRACT

THIS CONTRACT entered into this 7th day of June, 1994.

B E T W E E N

RENAISSANCE ENERGY (U.S.) INC., a Delaware corporation  
("Seller")

and

DELMARVA POWER & LIGHT COMPANY, a Delaware and Virginia  
corporation ("Buyer").

W I T N E S S E T H

WHEREAS, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, a firm supply of Gas produced from the Alberta gas reserves of Seller's Affiliate, under the terms and conditions hereinafter set forth; and

WHEREAS, Seller and Buyer intend to commence Gas deliveries and receipts under this Agreement on November 1, 1994 and, for that purpose, Seller will initially use the short term Gas removal, export and import authorizations currently held by Seller, or its Affiliate, but that the continuation of Seller's Gas delivery obligations beyond November 1, 1995 are contingent upon Seller obtaining the required Canadian Regulatory Approvals for the Term of this Contract.

NOW, THEREFORE, in consideration of these premises and of the mutual covenants and agreements herein contained, the Parties agree as follows:

ARTICLE I  
DEFINITIONS

1.1 Definitions

The following terms, when used in this Contract, shall mean:

- (a) "Affiliate" shall mean Renaissance Energy Ltd.
- (b) "Alternate Fuel" shall mean Gas, propane or liquefied natural gas.
- (c) "Btu" shall mean one British Thermal Unit being the amount of heat required to raise the temperature of one pound of water one degree Fahrenheit from 59° Fahrenheit to 60° Fahrenheit at a constant pressure of 14.73 pounds per square inch absolute.
- (d) "Buyer's First Transporter" shall mean National Fuel.
- (e) "Canadian Regulatory Approvals" means all permits, certificates, licences, orders, consents, authorizations and approvals as may be required by any governments, governmental agencies or regulatory bodies in Canada to permit the removal of the Gas to be sold hereunder from the province of production and the export of the Gas from Canada, and otherwise to allow the transactions contemplated hereunder to commence, including but not limited to:
  - (i) a long term export licence from the NEB; and
  - (ii) a long term removal permit from the ERCB.
- (f) "Contract" shall mean this agreement, including all schedules and exhibits hereto and all written amendments from time to time signed by the Parties.
- (g) "Contract Year" shall mean a period of 12 consecutive Months beginning at 8:00 a.m. Eastern Time on the first Day of November during the calendar year in question and ending at 8:00 a.m. Eastern Time on the first Day of

November in the succeeding calendar year, provided that the first Contract Year shall commence on the Date of First Delivery and shall end at 8:00 a.m. Eastern Time on the first Day of November next following.

- (h) "Date of First Delivery" shall mean November 1, 1994.
- (i) "Day" shall mean a period of 24 consecutive hours, beginning and ending at 8:00 a.m. Eastern Time, or at such other hour as Buyer and Seller agree upon.
- (j) "Delivery Point" shall mean the interconnection of the pipeline systems of TCPL and National Fuel at or near the international boundary between Canada and the United States.
- (k) "Dollars" or "\$" shall mean the lawful currency of the United States unless otherwise indicated.
- (l) "Eastern Time" shall mean Eastern Standard Time or Eastern Daylight Savings Time, whichever is in effect at the applicable time.
- (m) "Empress" shall mean the interconnection of the pipeline systems of NOVA and TCPL at or near Empress, Alberta, downstream of the liquids extraction facilities located near Empress, Alberta.
- (n) "ERCB" shall mean the Energy Resources Conservation Board (Alberta) and its successors.
- (o) "Export Licence" means the export licence to be obtained from the NEB by the Seller's Affiliate pursuant to subsection 2.1(a).
- (p) "FERC" shall mean the Federal Energy Regulatory Commission and its successors.
- (q) "Force Majeure" shall have the meaning ascribed to that term in Article XI.

- (r) "Fuel Gas" shall mean at any time the amount of Gas which must be supplied to a Transporter for compressor fuel and to compensate the Transporter for line loss and unaccounted-for volumes, computed pursuant to the terms of the Transporter's tariff in effect at the applicable time.
- (s) "Gas" shall mean residue natural gas remaining after conditioning and processing of raw natural gas and consisting primarily of methane, and shall be of a quality acceptable to Transporters.
- (t) "Gulf Coast Spot Price" shall, for the applicable Month, be equal to the price as reported in the first publication for the Month of Inside FERC's Gas Market Report in the Table called "Prices of Spot Gas Delivered to Pipelines" under the heading "Transcontinental Gas Pipe Line Corp. - Zone 3" in the "Index" column.
- (u) "Interest" means interest (in Dollars) at the rate per annum equal to the prime lending rate announced and published from time to time by the Main Branch at Calgary for the Toronto-Dominion Bank, Canada for Canadian dollar commercial loans made in Canada, plus 2%, calculated and compounded monthly.
- (v) "Maximum Daily Quantity" or "MDQ" shall mean a quantity of Gas equal to 2,800 MMBtu per Day.
- (w) "MMBtu" shall mean one million (1,000,000) Btu.
- (x) "Month" shall mean a period beginning at 8:00 a.m. on the first Day of a calendar month and ending at 8:00 a.m. of the first Day of the next succeeding calendar month.
- (y) "Monthly Price" shall mean, for the applicable Month, the Gulf Coast Spot Price less \$0.50/MMBtu.
- (z) "Monthly Statement" shall have the meaning ascribed to that term in Section 10.1.



- (aa) "National Fuel" shall mean National Fuel Gas Supply Corporation and its successors.
- (bb) "NEB" shall mean the National Energy Board (Canada) and its successors.
- (cc) "Nominated Quantity" shall have the meaning ascribed to that term in Section 3.1.
- (dd) "NOVA" shall mean NOVA Gas Transmission Ltd. and its successors.
- (ee) "NOVA Service Agreements" shall mean the receipt point and delivery point transportation service agreements between NOVA and Seller's Affiliate, sufficient to provide transportation service from various receipt points to and including Empress on a firm basis, for a quantity of Gas equal to the sum of (1) the MDQ plus (2) the quantity of Fuel Gas which TCPL requires from a shipper for a peak month during the applicable Contract Year to transport the MDQ from Empress to the Delivery Point.
- (ff) "Parties" shall mean Seller and Buyer and "Party" means either Seller or Buyer.
- (gg) "Removal Permit" means the Alberta removal permit to be obtained by Seller's Affiliate pursuant to subsection 2.1(a).
- (hh) "Shortfall Quantity" shall have the meaning ascribed to that term in subsection 7.1.1.
- (ii) "TCPL" shall mean TransCanada PipeLines Limited and its successors.
- (jj) "TCPL Service Agreement" shall mean the transportation service agreement between TCPL and Seller's Affiliate required to transport, on a firm basis, the MDQ on TCPL's pipeline system from Empress to the Delivery Point for the Term.
- (kk) "Transco" shall mean Transcontinental Gas Pipe Line Corp. and its successors.

- (ll) "Term" shall mean the period of time commencing on the Date of First Delivery and continuing to 8:00 a.m. Eastern Time on November 1, 2004.
- (mm) "Transporters" shall mean NOVA, TCPL, National Fuel and Transco and "Transporter" shall mean any one of them.
- (nn) "United States Regulatory Approvals" means all permits, certificates, licences, orders, consents, authorizations and approvals as may be required by any governments, governmental agencies or regulatory bodies in the United States to permit the importation into the United States of the Gas to be sold hereunder, and otherwise to allow the transactions contemplated hereunder to commence.

ARTICLE II  
CONDITIONS SUBSEQUENT

2.1 Conditions Subsequent

The continuation of the obligations of each of Seller and Buyer under this Contract beyond November 1, 1995 is subject to the satisfaction or waiver of each of the following conditions (in accordance with the terms of this Article II):

- (a) Seller's Affiliate obtaining all Canadian Regulatory Approvals required to sell, remove and export for the Term, the Gas to be delivered to Buyer pursuant to this Contract; and
- (b) Seller obtaining all United States Regulatory Approvals required to import into the United States, for the Term, the Gas to be delivered to Buyer pursuant to this Contract; and
- (c) Buyer having obtained from National Fuel the necessary firm transportation agreements, for the Term, to transport Gas from the Delivery Point to the inlet of Transco at Wharton.

2.2 Satisfaction of Conditions

Each Party shall use commercially reasonable efforts and proceed in a timely manner to satisfy each of the conditions for which it is responsible. Without limiting the foregoing:

- (a) Seller's Affiliate shall file applications for the required Canadian Regulatory Approvals by April 1, 1995;
- (b) Seller shall file an application for the required import authorization by April 1, 1995; and
- (c) Buyer shall finalize the firm transportation contracts with National Fuel by September 1, 1995.

2.3 Status Reports

- (a) Each Party, upon the written request of the other Party, shall provide the other Party with a written status report (not more often than once every Month) outlining its progress in satisfying the conditions for which it is responsible. Each such report shall include information outlining any anticipated delay or impediment to the satisfaction of any condition and, in the case of an anticipated delay, the report shall specify the expected length of the delay. However, any such anticipated delay shall not extend the time periods established in Section 2.4.
- (b) Each Party shall respond to all reasonable requests from the other Party for information relating to this Contract.

2.4 Timing for Completion of Conditions

The conditions in Section 2.1 must be completed to the satisfaction (as to form and substance) of both Parties, acting reasonably, or have been waived by the Parties, by not later than September 1, 1995 and in accordance with Sections 2.5 and 2.6.

2.5 Failure to Complete Conditions

In the event that any of the conditions are not satisfied by the Party charged with the responsibility for the satisfaction of such condition to the satisfaction of both Parties, acting reasonably, or waived (by both Parties) by the applicable date specified in Section 2.4, then, at any time following such date and until such time as the condition is satisfied or waived, either Party shall be entitled at any time after the specified date until the satisfaction or waiver of the outstanding condition, to terminate this Contract. Any such termination shall be effective upon the terminating Party giving written notice to the other Party; provided, that any such termination shall not affect the rights and obligations of the Parties which accrued prior to the time of termination.

2.6 Notice - Completion of Conditions

- (a) Each Party shall forthwith give notice to the other Party when it believes that a condition has been satisfied. If a Party receives an authorization or agreement which it is not prepared to accept or which the other Party is not prepared to accept (acting reasonably) and if the date for the satisfaction of the condition has not yet passed, then Section 2.2 shall continue to apply and such Party shall continue to use all commercially reasonable efforts to obtain an acceptable authorization or agreement.
- (b) The other Party shall, within 30 Days from the receipt, pursuant to subsection 2.6(a), of any notice and copies of the relevant authorizations or agreements, as applicable, advise of its acceptance or rejection thereof and, if rejected, detailed reasons for the rejection. If the Party from whom acceptance is required has not provided written notice of its acceptance or rejection within such 30 Day period, then the condition shall be deemed to have been satisfied in an acceptable manner to both Parties. If the Party from whom acceptance is required has rejected such satisfaction of the condition and provided reasons within such 30 Day period, then this Contract may be terminated by either Party pursuant to Section 2.5 unless

the date for the satisfaction of the condition has not passed. If a replacement authorization or agreement (or the one rejected) is not obtained before the specified date for the completion of the condition, then clause 2.5 shall be applicable.

2.7 Commencement of Obligations

Delivery, purchase and payment obligations under this Contract shall begin on the Date of First Delivery and shall remain in full force and effect for the Term unless the conditions in Section 2.1 have not been completed or waived pursuant to Section 2.4. In the event the conditions have not been completed or waived pursuant to Section 2.4 by September 1, 1995 then this Contract shall terminate effective November 1, 1995.

2.8 Maintenance of Authorizations and Arrangements

Each Party shall use all commercially reasonable efforts during the Term to maintain in effect sufficient regulatory authorizations, transportation and other arrangements in order to ensure the full performance of its obligations under this Contract.

ARTICLE III  
GAS SUPPLY AND PURCHASE OBLIGATIONS: NOMINATIONS

3.1 Nominations

Commencing on the Date of First Delivery and subject to the terms and conditions of this Contract (including, without limitation, the satisfaction or waiver of the conditions set forth in Article II hereof), (1) Buyer shall have the right on each Day during the Term to nominate for delivery to Buyer and purchase from Seller a quantity of Gas ("Nominated Quantity") not exceeding the MDQ and (2) Seller shall, on each Day during the Term, sell and deliver the Nominated Quantity to Buyer.

3.2 Nomination Procedure

- (a) Buyer shall make a nomination to Seller for each Month at least 48 hours prior to the date which is the latest date that a shipper can give its nomination to utilize firm transportation service on the first Day of the Month on the Transporter immediately upstream of the Delivery Point. Any Monthly nomination or any change to that nomination during the Month shall remain in effect until subsequently changed by Buyer. Recognizing the operational difficulties to Seller and the inefficiencies which can result to Seller from frequent nomination changes by Buyer hereunder, Buyer shall make good faith efforts to minimize its nomination changes. Seller shall not be required to accept a nomination change from Buyer for the purpose of altering Seller's nomination with the Transporter immediately upstream of the Delivery Point unless Seller has received the nomination change from Buyer by not later than 10:00 a.m. Eastern Time on the Day prior to the Day that the change in nomination is to take effect. Seller shall be responsible for all nominations with Transporters upstream of the Delivery Point and Buyer shall be responsible for all nominations with Transporters at and downstream of the Delivery Point.
- (b) Buyer, when providing any nomination for Gas hereunder or when making any change to a nomination already in place, shall firstly telephone the nomination or change in nomination to Seller's Gas Operations personnel at the telephone number as specified in Section 15.4 and in all cases promptly thereafter provide written confirmation of the nomination or change in nomination via facsimile transmission in the form attached to this Contract as Exhibit "A" to Seller's Gas Operations personnel at the telecopy number so provided in Section 15.4 hereof. When communicating with Buyer in respect to any nominations received from Buyer, Seller shall contact Buyer's Gas Operations personnel or Gas Dispatch personnel (as applicable) as specified in Section 15.4.

- (c) In the event that the nomination procedures of any of the Transporters is changed at any time in a manner which adversely affects a Party's ability to timely perform its obligations hereunder, then Buyer and Seller shall work together in good faith and use all commercially reasonable efforts to develop, amend, implement and maintain nomination procedures that are consistent with the nomination and operational requirements of the Transporters.
- (d) Each Month, Buyer shall use reasonable efforts to provide its best estimate of the quantities of Gas that it expects to take on each Day during the following Month at least 10 Days prior to the beginning of such Month.

### 3.3 Minimum Purchase Obligation

- (a) In this Section, "Minimum Annual Quantity" or "MAQ" shall mean, for any Contract Year, 80% of the MDQ in effect on the first Day of the Contract Year multiplied by the number of Days in the applicable Contract Year less any quantity of Gas which Buyer was unable to nominate and/or take delivery of due to a Force Majeure event affecting either Party.
- (b) During each Contract Year, Buyer shall be obligated to nominate for and, if delivered, purchase a quantity of Gas equal to the MAQ.
- (c) If the aggregate of the Nominated Quantities for any 2 consecutive Contract Years is less than the sum of the MAQ for such Contract Years, then Seller shall have the right, at any time within 60 Days following the end of such second Contract Year, to either:
  - (i) terminate this Contract, or
  - (ii) reduce the MDQ to a quantity selected by Seller; provided, that the MDQ shall not be reduced to a quantity which is less than the simple average of the Nominated Quantities which were in effect for each Day during the 2 most recent Contract Years.

Any such termination or reduction in the MDQ shall be effective as of the commencement of the first Day of the fourth Month following the end of such Contract Year and shall be Seller's sole and exclusive remedy for Buyer's failure to nominate and purchase the MAQ.

- (d) For the purposes of subsection 3.3(c), for any Day that Buyer fails to nominate for Gas, such Day shall be deemed to have a zero Nominated Quantity for the purposes of calculating the aggregate of the Nominated Quantities for the Contract Year.
- (e) The failure of Seller to exercise its termination or MDQ reduction rights under subsection 3.3(c) at any time shall not preclude Seller from exercising such rights at a later time should Buyer subsequently default in its obligations under subsection 3.3(b) and (c). For purposes of clarification and notwithstanding anything herein contained, the Nominated Quantity for any Day shall not exceed the MDQ.
- (f) Nothing in this Section shall be construed to relieve Buyer of any of its obligations hereunder (including, without limitation, its obligations under Section 5.1) unless, until and to the extent Seller exercises its rights under this Section.

#### ARTICLE IV

#### TERM OF CONTRACT

##### 4.1 Term

- (a) This Contract shall, subject to any provisions relating to earlier termination and subsection 4.1(b), continue in full force and effect until the last Day of the Term.



- (b) Not less than 18 months prior to the end of the Term, either Party shall be entitled to notify the other Party ("Extension Notice") that it wishes to negotiate an extension to the Term. Unless the Party receiving the Extension Notice notifies the other Party that it does not wish to extend this Contract (such notice to be given with 15 Days of receiving the Extension Notice), then the Parties shall meet for the purposes of agreeing upon the Monthly Price and other terms which shall apply during the extended period. If the Parties fail to reach agreement on all terms within 180 Days from the date the Extension Notice was received by the receiving Party, then the negotiations shall terminate, neither Party shall have any further obligations to the other Party under this subsection, and this Contract shall terminate at the end of the Term. Any extension of the Term is subject to each Party obtaining the authorizations, approvals and transportation service arrangements required by that Party in order to perform its obligations during the extended period.

ARTICLE V  
RATES AND CHARGES

5.1 Monthly Charges

For each Month from and after the Date of First Delivery, Buyer shall pay Seller, in Dollars and as invoiced by Seller pursuant to Section 10.1, the sum of the amounts determined for the Month pursuant to the following:

(a) Demand Charge

The Demand Charge shall be equal to the sum of i) 100% of the NOVA firm service receipt and delivery demand charges under the NOVA Service Agreements to transport a volume of Gas equal to the MDQ plus TCPL Fuel Gas from the field zone to the inlet of the TCPL system at Empress, Alberta, for each day of the Month, plus ii) 100% of the TCPL firm service

demand charge under the TCPL Service Agreement from Empress, Alberta to the Delivery Point. The Demand Charge shall be payable to Seller by Buyer each Month during the Term except to the extent any provisions of this Contract expressly excuse Buyer's payment of some portion or all of the Demand Charge. Any retroactive adjustments including refunds to the Demand Charge assessed by either NOVA or TCPL shall be for the account of the Buyer and shall be paid to Seller or refunded by Seller pursuant to Article X.

(b) Pipeline Fuel and Pipeline Commodity Charges

The Pipeline Fuel Charge shall be equal to the Monthly Price multiplied by the quantity of Fuel Gas required by each of NOVA and TCPL to transport the MDQ from the field zone to the Delivery Point for the Month. The Pipeline Commodity Charge shall be equal to the commodity charges billed to Seller by NOVA and TCPL for each Month to deliver the Nominated Quantities to the Delivery Point, net of Pipeline Fuel Charges as referenced above.

(c) Commodity Charge

The Commodity Charge shall be equal to the Monthly Price multiplied by the quantity of gas nominated for and received by Buyer.

5.2 Substitute Price References

If, at any time during the Term, Inside FERC's Gas Market Report (1) is no longer published, or (2) ceases to publish a price report providing the information specified in the definition of "Gulf Coast Spot Price", or if the price reflected in the definitions of "Gulf Coast Spot Price" is no longer representative of current market price for gas at the point specified in such definition or is no longer market responsive, then the Parties shall promptly meet, following the request of either Party to agree upon an alternate publication or pricing mechanism for the purposes of this Contract. If the Parties fail to meet for any reason

whatsoever within 20 Days of either Party requesting a meeting for this purpose or if the Parties meet but fail to agree for any reason whatsoever upon an alternate publication, price reference or pricing mechanism within 60 Days following the request of either Party hereunder, then either Party may refer the matter to arbitration for binding determination pursuant to Article XIV. The arbitrator(s) selected pursuant to Article XIV shall select (1) an appropriate substitute price reference from any publication or other publicly available source ("Substitute Reference") or (2) if no Substitute Reference is available, then an alternate pricing mechanism which is market responsive, for the purpose of replacing any price reference in the definition. Until the Substitute Reference or pricing mechanism is selected, all calculations and payments shall be made hereunder using the last price determinable from the original price reference (which became indeterminable, unavailable or was materially altered, as applicable). Following the determination of the Substitute Reference or pricing mechanism, the applicable definition shall be deemed to have been amended to include the Substitute Reference (including any adjustments specified by the arbitrator(s)) or pricing mechanism effective back to the date that the original price reference became indeterminable, unavailable or was materially altered (as applicable) and the Parties shall make all necessary retroactive adjustments. If the Parties are unable to agree upon the amendments required to this Contract in order to reflect the selection of a Substitute Reference or pricing mechanism, then the arbitrator(s) shall specify the necessary amendments to this Contract; provided, that the arbitrator(s) shall not specify for any amendments which would in any way affect either or both of the Demand Charge and the Pipeline Fuel and Pipeline Commodity Charge.

5.3 Redetermination of the Monthly Price

- (a) At least 6 Months prior to November 1, 1997 and 6 Months prior to November 1 during every 3rd year thereafter, either Party shall be entitled to request, by written notice to the other Party ("Price Redetermination Notice"), that the Parties negotiate in good faith to establish a new Monthly Price to be effective on the following November 1st. If the Parties agree

upon a new Monthly Price, such new Monthly Price shall be used for the purposes of this Contract and shall remain effective for the next 3 Contract Years, unless such new Monthly Price becomes effective on November 1, 2003 in which case such new Monthly Price shall be effective for 1 Contract Year. Failure of the Parties to agree upon a new Monthly Price for any reason whatsoever within 60 Days of the Price Redetermination Notice having been received by the addressee thereof shall entitle either Party to refer the issue to binding arbitration pursuant to Article XIV and subsection 5.3(b). If:

- (i) neither Party forwards a Price Redetermination Notice to the other Party at least 6 Months prior to November 1, 1997 or 6 Months prior to November 1 during every 3rd year thereafter, or
- (ii) a Price Redetermination Notice has been forwarded but neither Party has referred the issue to binding arbitration within 15 Days of the 60 Day period referred to in this subsection, then the Monthly Price which was in effect hereunder at the time shall remain in effect for the next 3 Contract Years or until the Contract terminates, whichever period is shorter.

(b) Price Redetermination Procedure

Any price redetermination pursuant to this Section 5.3 shall be for the purpose of ensuring that the prices payable under this Contract, for the remaining Term of the Contract, reflect prices which are then being paid under gas sale contracts having similar terms and conditions (including the Term of this Contract) and which serve markets similar to the types of markets currently served by Buyer using Western Canadian Gas and Gulf Coast Gas. When redetermining the Monthly Price, the Parties and the

arbitrator(s) shall take into account the fact that no change is to be made to the Demand Charge and the Pipeline Fuel Charge and the Pipeline Commodity Charge provisions for the remaining Term of the Contract. Any arbitration conducted pursuant to this Section 5.3 shall be governed by the foregoing principles and the following:

- (i) each Party will submit to the arbitrator(s) (within 45 Days of the appointment of the arbitrator(s)) its determination of the appropriate Monthly Price to be payable hereunder for the remaining Term of this Contract, including its reasons in support of the amount, price reference or formula submitted by that Party.

Once the arbitrator(s) has received the submissions of each Party, the arbitrator(s) shall provide each Party with a copy of the other Party's entire submission;

- (ii) the arbitrator(s) shall hear the arguments of each Party and make a decision within 30 Days of the receipt of each Party's submissions of the appropriate Monthly Price for the next 3 Contract Years; and
- (iii) for the purposes of his decision, the arbitrator(s) shall not be entitled to propose a compromise and must select the submission made by one of the Parties in its entirety and without alteration in any way.

In the event that a Party fails to submit its determination of the appropriate Monthly Price within the above specified time period, then the arbitrator(s) shall be required to select the submission made by the other Party.

#### 5.4 Conversions

The following conversion shall be used for the purposes of this Contract:

- (a) for the purposes of converting from MMBtu to  $10^3\text{m}^3$  at the Delivery Point, the following formulae shall be used:

- (1) MMBtu divided by the TCPL Posted Heating Value = mcf  
Where "TCPL Posted Heating Value" means the heating value as published by TCPL for the applicable Month for the Delivery Point.
- (2)  $\text{mcf} \times 0.02832784 \text{ m}^3 \text{ per cf} = 10^3 \text{m}^3$

- (b) for the purpose of converting from MMBtu to gigajoules, the standard industry conversion rate of 1.054615 times the number of MMBtu shall be used.

ARTICLE VI  
RESERVES FOR REQUIRED AUTHORIZATIONS

6.1 Reserves

Seller's Affiliate shall submit sufficient Alberta Gas reserves to both the ERCB and the NEB in support of its applications for a Removal Permit and Export Licence as contemplated in Section 2.1. The submission of reserves to the ERCB and the NEB shall not be construed as a dedication of those reserves to this Contract. No reserves are being dedicated to this Contract.

ARTICLE VII  
REMEDIES

7.1 Buyer's Remedies

Buyer's remedies for Seller's failure to deliver Gas hereunder shall be as provided for in Sections 7.1.1 and 7.1.2:

7.1.1 Purchase of Alternate Fuel

If, for any reason other than due to an event of Force Majeure or an exercise by Seller of its suspension rights, as set forth in Section 10.2, Seller fails to supply ("Supply Failure") any portion of the Nominated Quantity on any Day up to the MDQ ("Shortfall Quantity"), then Buyer shall have the right to obtain Alternate Fuel in accordance with the terms hereof to replace the Shortfall Quantity. Buyer shall notify Seller of its intention to acquire Alternate Fuel as promptly as is practical under the circumstances. Seller shall reimburse Buyer, within 30 Days after Buyer has delivered an invoice and supporting documentation to Seller, for incremental costs incurred by Buyer in purchasing Alternate Fuel as a direct result of Seller's unexcused non-performance. Such incremental costs shall:

- (a) when the Alternate Fuel is Gas, be for reasonable demand and commodity charges in excess of those which Buyer would have paid Seller hereunder with respect to the quantities of Alternate Fuel purchased by Buyer to replace the Shortfall Quantity provided that Buyer and Seller working together shall use commercially reasonable efforts to obtain alternate supplies of Gas to be transported using Seller's TCPL Service Agreement (which Seller agrees to make available for such purpose); and
- (b) when the Alternate Fuel is other than Gas be for reasonable transportation costs incurred by Buyer as a direct result of Buyer's purchase of Alternate Fuel provided that Buyer shall only purchase Alternate Fuel when it is unable to obtain Gas from other sources or when the purchase of Alternate Fuel would reduce Buyer's liability hereunder (when compared with purchasing available supplies of Gas); and
- (c) be for penalties assessed by any Transporter for any imbalances caused by Seller (when Seller has failed to advise Buyer of any Shortfall Quantity sufficiently in advance of nomination deadlines on Buyer's First Transporter so as to reasonably permit Buyer to alter its nomination accordingly at the

Delivery Point), which Buyer incurs as a result of Seller's failure to deliver the Shortfall Quantity. For purposes of clarification, the amounts payable by Seller under Section 7.1.1 shall only be for those permitted costs incurred by Buyer and which exceed those costs which Buyer would have paid Seller hereunder if Seller had delivered the Shortfall Quantity. Buyer shall consult with Seller prior to obtaining supplies of Alternate Fuel to try to reasonably determine the expected duration of the Supply Failure and to use reasonable efforts to minimize the costs and expenses for which Seller is liable under this Section 7.1.1 and will, therefore, secure supplies of Alternate Fuel only for the length of the expected duration of the Supply Failure. Buyer shall use commercially reasonable efforts to find the lowest cost supplies of Alternate Fuel. Buyer's right to recover its incremental costs of purchasing alternate supplies of Alternate Fuel shall be Buyer's sole and exclusive remedy for Seller's failure to deliver Gas hereunder.

7.1.2        Demand Charge Reduction

During any period of time that Seller is unable, for any reason attributable to a Force Majeure event declared by Seller, to deliver all or any portion of the Nominated Quantity to Buyer, to the extent it does not utilize Seller's NOVA Service Agreements and TCPL Service Agreement, then Buyer shall be relieved of its obligation to pay Seller that portion of the Demand Charge which is directly attributable to the quantity Seller was unable to deliver to Buyer's nominations.

7.2            Seller's Remedies

In addition to its rights under Section 3.3, in the event of Buyer's failure to nominate for and take delivery of the MDQ hereunder each Day during the Term, Seller shall have the rights provided for in Sections 7.2.1 and 7.2.2.



7.2.1 Demand Charge Payments

Buyer's obligation to pay Seller the entire Demand Charge pursuant to Section 5.1 (a) shall not be reduced in any way or affected by Buyer's failure to nominate and take delivery of the MDQ on each Day during the Term, regardless of the reason for such failure (including, without limitation, Force Majeure claimed by Buyer), except as specifically provided for in Section 7.1.2.

7.2.2 Pipeline Charges

If Buyer fails to take delivery of the entire quantity of Gas nominated by it at any time, then Buyer shall pay to Seller all penalties assessed against Seller by any Transporter for any imbalances caused by Buyer's failure.

7.3 Limitation

Each Party waives all punitive, special, exemplary and consequential damages arising from a breach of this Contract by the other Party.

ARTICLE VIII  
DELIVERY POINT: TITLE

8.1 Title

Title to all Gas purchased and sold hereunder shall pass from Seller to Buyer at the Delivery Point.

8.2 Transfer at Delivery Point

Seller shall arrange for the delivery of Gas purchased and sold hereunder to the Delivery Point and Buyer shall arrange for receipt of such Gas.

8.3 Taxes

Seller warrants the title to all Gas purchased and sold hereunder and that it has the contractual right and authority to sell such Gas. Subject to the following terms of this Section, Seller will pay or cause to be paid all royalties, present and future taxes and other charges due on production, gathering, severance, handling, or export of the Gas prior to or upon its delivery by Seller to or for the account of Buyer and Seller will indemnify and hold Buyer harmless against all loss, damage and expense of every character on account of adverse claims to the Gas delivered by it or for such royalties, present and future taxes, and other charges thereon applicable before or upon delivery to the Delivery Point, and for any breach of Seller's warranties contained herein. Buyer shall pay or cause to be paid all present and future taxes and other charges attributable to the Gas at and after delivery to or for the account of Buyer and any and all other taxes and charges of any nature or kind whatsoever (including any import or use taxes or levies) which are charged at any time by any federal, state, provincial, district, municipal or governmental authority (including any regulatory authority in the United States). In the event Seller is required to remit any tax or charge for which Buyer is responsible hereunder, Buyer shall reimburse Seller for such amount when included by Seller in a Monthly Statement. Buyer will indemnify and hold Seller harmless against all loss, damage and expense of every character on account of such present and future taxes and other charges thereon or claims applicable thereto and which are Buyer's responsibility hereunder.

8.4 Possession

As between the Parties, Seller shall be deemed to be in exclusive control and possession of the Gas to be sold hereunder and responsible for any damage or injury caused thereby before the same shall have been delivered to Buyer at the Delivery Point, and Buyer shall be deemed to be in exclusive control and possession thereafter and responsible for any damage or injury caused

thereby. As between the Parties, the Party deemed to be in control and possession of the Gas shall be responsible for any loss and agrees to indemnify and hold the other harmless from third party claims, expenses, costs or losses of any nature while the Gas is, or is deemed to be, in its control and possession.

8.5 Imbalance Penalties

Each Party shall indemnify and hold the other harmless from any imbalance penalties caused by or attributable to it (whether or not caused by a Force Majeure claimed by it) and which may be imposed by any Transporter arising out of the delivery or receipt of Gas by Seller and Buyer hereunder, and shall reasonably cooperate to minimize such penalties and charges.

ARTICLE IX  
MEASUREMENT, QUALITY AND PRESSURE

9.1 Measurement

Measurement and determination of the quantity of Gas delivered shall be made in accordance with the measurement procedures provided in the tariff of Buyer's First Transporter. Any measurement document Buyer or Seller may possess shall be provided to the other Party upon request by such Party.

9.2 Quality

Gas tendered for delivery to Buyer hereunder shall conform to the quality and thermal content specifications contained in the tariff of Buyer's First Transporter, Buyer recognizing that Gas delivered at the Delivery Point will be from a commingled stream on TCPL.

9.3 Pressure

Gas tendered for delivery to Buyer hereunder shall be at a pressure sufficient to enter Buyer's First Transporter's system at the Delivery Point against the pressure prevailing therein from time to time.

ARTICLE X  
BILLING AND PAYMENT

10.1 Monthly Statement

Not later than the 15th Day of each Month, Seller shall provide to Buyer an invoice ("Monthly Statement") setting forth the quantity of Gas delivered at the Delivery Point during the preceding Month, the quantity of Fuel Gas supplied to NOVA and TCPL, the amount payable by Buyer for such Gas, and any other amounts due from Buyer to Seller hereunder including, without limitation, payments for the Demand Charge, the Commodity Charge and the Pipeline Fuel and Pipeline Commodity Charge. If any actual information is not available to Seller by the 15th Day of any Month, Seller shall issue a Monthly Statement based on its reasonable estimates which shall be adjusted for in the following Monthly Statement. The Monthly Statement shall list all charges, including the daily quantity and unit price. Buyer shall not be obligated to pay for quantities in excess of the amount nominated by it from time to time, unless specifically agreed to in advance by Buyer and Seller. In the event of a delivery by Seller in excess of the quantity nominated by Buyer, Buyer agrees to (i) promptly notify Seller of the amount and use reasonable efforts to work to resolve such imbalance, and (ii) adjust its nominations in the immediately subsequent Months, to remedy such imbalance. In the event an imbalance cannot be corrected under clauses (i) or (ii), above, after reasonable efforts by the Parties to do so, Buyer shall pay over to Seller any "cash out" or similar amounts it receives from Buyer's First Transporter with respect to such over delivery.

10.2 Payment Default

Buyer shall make payment to Seller by the 25th Day of the Month or 10 Days from the date of receipt of the Monthly Statement, whichever is later. Payment shall be made in Dollars by wire transfer of funds, unless otherwise agreed by the Parties. Any amounts in the Monthly Statement which are expressed in Canadian dollars shall be converted to Dollars in accordance with Section 10.5. In the event Buyer fails to pay any amount described in a Monthly Statement, Interest shall accrue on the unpaid portion from the date the original unpaid amount was due until the same is paid. If the failure to pay undisputed amounts continues for 5 Days, Seller, in addition to all other remedies available, shall have the right on 3 Days' written notice to suspend its obligation to deliver Gas under this Contract unless the failure is cured within the 3 Day period. If the failure is not cured within 5 Days following the suspension of deliveries, Seller, in addition to all other remedies available, may terminate this Contract on 10 Days' prior written notice to Buyer.

10.3 Errors

In the event an error is discovered by either Party, or a reallocation of amounts received at the Delivery Point occurs, the Party discovering the charge shall notify the other Party in writing within 20 Days of such discovery. If such charge results in an additional payment by Buyer or a refund by Seller, such payment or refund shall be made within 10 Days of receipt of the written notification. In the event of an error directly attributable to one Party, the other Party shall also be entitled to Interest on any payment or refund from the date such underpayment or overpayment was made until the date the payment refund is received by the applicable Party.

10.4 Good Faith Disputes

Any Party may, in good faith, dispute any portion of an invoice or Monthly Statement and withhold payment on such disputed portion, provided such Party first attempts to resolve such dispute prior to the due date by notifying the

other Party prior to the due date of such invoice or Monthly Statement as to the portion being disputed and the reason for such dispute. In the event that it is ultimately determined that any disputed amount is due to a Party, such amount shall be immediately payable to such Party along with Interest on such amount to be accrued from the original due date.

10.5            Currency Conversions

Any necessary conversions from either United States or Canadian currency with respect to any charges for any Month shall be calculated at the rate of exchange for such Month, which rate of exchange shall be the average of the noon spot exchange rates for the Dollar in terms of Canadian dollars for such Month, as published by the Bank of Canada.

ARTICLE XI  
FORCE MAJEURE

11.1            Definition

The term Force Majeure ("Force Majeure") as employed herein shall mean acts of God, lockouts, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, the order of any court or government authority having jurisdiction while the same is in force and effect, civil disturbances, explosions, breakage, accidents to machinery or lines of pipe, freezing off or damage to wells or delivery facilities, well blowouts, curtailment of firm transportation whether or not the Transporter has claimed force majeure, inability to obtain or unavoidable delay in obtaining material or equipment, and any other cause of the kind herein enumerated or of a similar nature, not reasonably within the control of the Party claiming suspension and which by the exercise of due diligence such Party is

unable to prevent or overcome. Notwithstanding the foregoing, lack of funds shall not under any circumstances constitute an event of Force Majeure: nor shall insufficient, lack of or loss of markets, or Gas purchasers at any time or from time to time.

11.2 Notice of Force Majeure

In the event of either Party being rendered unable, wholly or in part, by Force Majeure to carry out its obligations (other than the obligations set forth hereinbelow), it is agreed that on such Party giving notice and full particulars of such Force Majeure in writing to the other Party as soon as practicable and in any event within two (2) business Days after the occurrence of the cause relied on, the obligations of both Parties, to the extent they are affected by such Force Majeure, shall be suspended during such period of Force Majeure, but for no longer period, and such cause shall so far as possible be remedied with all reasonable dispatch. Buyer shall reduce its Nominated Quantity to reflect any Force Majeure event declared by either Party.

11.3 Estimate of Force Majeure Duration

In the event of a Force Majeure, the Party declaring such Force Majeure shall use commercially reasonable efforts to estimate the length of time such Force Majeure will be in effect and immediately notify the other Party of such estimate. The Party claiming the Force Majeure shall promptly notify the other Party of any change in such estimate. In addition to the Parties' other rights and remedies in Article VII with respect to an event of Force Majeure, when a Force Majeure claimed by Seller requires Buyer to arrange for replacement Gas supplies during the period such conditions exist, Buyer shall use reasonable efforts to commit to purchase such supplies for a period consistent with the expected duration of the Force Majeure claimed by Seller.

11.4 Termination Option

Either Party shall have the right to terminate this Contract, upon 30 Days' prior notice, due to a Force Majeure condition claim by the other Party which lasts for 90 consecutive Days.

11.5 Resumption of Performance

As soon as possible after a Force Majeure event shall have been remedied, the Party claiming Force Majeure shall likewise give notice to the effect that the same has been remedied and that the Party has resumed, or is then in a position to resume, the performance of such covenants or obligations.

ARTICLE XII

LAWS AND REGULATORY BODIES

12.1 Subject to Law

This Contract and the rights and obligations of the Parties hereunder are subject to all applicable present and future laws, rules, regulations and orders of any regulatory or legislative body or duly constituted authority having jurisdiction over Seller or Buyer.

ARTICLE XIII

TRANSFER AND ASSIGNMENT

13.1 Assignment

Any corporation which shall succeed by purchase, merger or consolidation to the properties, substantially as an entirety, of Buyer or Seller, as the case may be, shall be entitled to the rights of its predecessor in title under this Contract upon providing the other Party with a written understanding agreeing to perform the obligations of its predecessor hereunder. Seller or Buyer may, without



relieving itself of its obligations under this Contract, assign any of its rights and obligations hereunder to a corporation with which it is affiliated at the time of such assignment. Otherwise, no assignment hereunder shall be made by Seller or Buyer without the written consent of the other having first been obtained, which consent shall not be unreasonably withheld. It is agreed, however, that the provisions of this Article shall not in any way prevent either Party to this Contract from pledging or mortgaging its rights hereunder as security for its indebtedness.

#### ARTICLE XIV ARBITRATION

##### 14.1 Arbitration Procedure

- (a) All disputes or other matters arising out of or in connection with this Contract which the Parties have specifically agreed in this Contract shall be settled by arbitration, shall be referred to and resolved by arbitration pursuant to the terms of this Article. In addition, any other disputes which the Parties elect to have determined by arbitration shall be referred to and resolved by arbitration pursuant to the terms of this Article.
- (b) Arbitrations shall be alternated between Vancouver, British Columbia and Washington, D.C.. When the first issue is referred to arbitration by a Party under this Contract, then the other Party shall choose the location of the first arbitration, being either Vancouver or Washington. The second arbitration shall be held at the location which was not selected for the first arbitration and thereafter, arbitrations shall be scheduled alternatively between these two locations.
- (c) Arbitrations to be conducted in Vancouver shall be conducted pursuant to the Rules of British Columbia International Commercial Arbitration Centre. The arbitration shall be held in Vancouver, British Columbia and be administered by the British Columbia International Commercial Arbitration

Centre ("Centre") in accordance with its "Procedures for Cases Under the BCICAC Rules".

- (d) Arbitrations to be conducted in Washington shall be conducted pursuant to the commercial arbitration rules of the American Arbitration Association ("AAA").
- (e) Unless both Parties agree to appoint a single arbitrator, then the Parties shall each appoint their own arbitrator and the two arbitrators so selected shall appoint the third arbitrator. If a Party fails to appoint its own arbitrator within 10 Days of the first Party having appointed its arbitrator or if the two arbitrators do not appoint the third arbitrator within 10 Days of their respective appointments, then either Party shall be entitled to apply to either the Centre or the Washington Chapter of the AAA, as applicable to the particular arbitration, to have the second or third arbitrator, as applicable, appointed. Each arbitrator shall be qualified by education or experience to settle the dispute or other matter in issue.
- (f) Subject to the foregoing, the laws of the State of New York shall continue to govern this Contract.
- (g) The decision of the single arbitrator or the majority of the arbitrators, as applicable, shall be final and binding on the Parties.

## ARTICLE XV

### MISCELLANEOUS PROVISIONS

#### 15.1 Waiver

No waiver by Buyer or Seller of any default of the other under this Contract shall operate as a waiver of any or all of such Party's rights with respect to all prior or subsequent obligations of the other Party.

15.2 Access to Records

The Parties shall have reasonable access to each other's accounts, books, and records to verify the accuracy of any statement, charge or calculation made pursuant to this Contract or any other matter reasonably relating to this Contract for a period of 2 years following the statement, charge, calculation or matter.

15.3 Headings

The headings used throughout this Contract are inserted for reference purposes only and are not to be considered or taken into account in construing the terms or provisions of any Article or Section hereof, nor to be deemed in any way to qualify, modify or explain the effect of any such provisions or terms.

15.4 Notices

Except as provided for in subsection 3.2(b), every notice, statement or other communication provided for in this Contract shall be in writing directed by prepaid courier, hand delivery or telephone facsimile to the Party to whom given, made or delivered at such Party's address as follows:

**Seller:**

Notices: Renaissance Energy (U.S.) Inc.  
3000, 425 First Street S.W.  
Calgary, Alberta, Canada  
T2P 3L8

Attn: Vice-President, Marketing  
Phone: (403) 750-1400  
Fax: (403) 750-1811

Billing and Payments:

Wire Transfer Information specified on Invoice

Gas Operations:    Attn:            Gas Supply Operations  
                         Phone:            (403) 750-1364  
                         Fax:              (403) 750-1811

Buyer:

Notices:            Delmarva Power & Light Company  
                         630 Martin Luther King Jr. Blvd.  
                         P.O. Box 231  
                         Wilmington, DE 19899

Attn:                Supervisor, Gas Procurement  
Phone:               302-429-3117  
Fax:                  302-429-3815

Billing and Payments:

Delmarva Power & Light Company  
630 Martin Luther King Jr. Blvd.  
P.O. Box 231  
Wilmington, DE 19899

Attn:                Supervisor, Gas Procurement  
Phone:               302-429-3117  
Fax:                  302-429-3815

Gas Operations (Regular Business Hours):

Attn: Robert M. Collacchi, Jr.  
Phone: 302-429-3875  
Fax: 302-429-3815

Gas Dispatch (Non-Regular Business Hours):

Attn: Gas Operations  
Phone: 302-429-3461  
Fax: 302-429-3815

Either Party may change its address for service or other communications particulars from time to time by giving written notice of such change to the other Party. Any notice, statement, or other communication made, given or delivered hereunder by prepaid overnight courier shall be deemed to have been effectively delivered to the addressee thereof at the end of the next business Day of the receiving Party after the date of forwarding by prepaid overnight courier. If any such notice, statement, or other communication is delivered by electronic telecommunication to the designated representative of the addressee during the normal business hours of the addressee, it shall be deemed to have been received by the addressee within 2 hours of its delivery to the addressee, and if delivered after the close of business of the addressee on the Day that the transmission has been made to said designated representative, it shall be deemed to have been received 2 hours following the start of the following business Day of the addressee.

15.5 Choice of Laws

This Contract shall be construed in accordance with the laws of the State of New York, excluding any conflicts of law, rule or principle that might otherwise refer construction or interpretation of this Contract to the substantive law

of another jurisdiction, and the Courts having jurisdiction in the State of New York shall have exclusive jurisdiction in relation to any legal proceedings arising in connection with this Contract.

15.6 Further Assurances

Each Party shall perform all acts, execute and deliver all documents and give all assurances reasonably necessary to give effect to this Contract.

15.7 Entire Agreement

This Contract supersedes and replaces any oral or written communications heretofore made by and between the Parties relating to the subject matter hereof, and this Contract constitutes the entire agreement.

15.8 Conflicts

Any schedule or exhibit to this Contract is incorporated herein by reference. If any provision of a schedule or exhibit conflicts with a provision in the body hereof, the latter shall prevail.

15.9 Time

Time shall be of the essence in this Contract.

15.10 Gender

Whenever the singular or masculine or neuter is used in this Contract, the same shall be construed as meaning the plural or feminine or body politic or corporate and vice versa, as the context so requires.

15.11 "Hereof Etc."

"Hereof", "herein", "hereunder" and similar expressions refer to this Contract and not to any particular Article, Section, subsection, paragraph, exhibit or schedule.

15.12 Severability

Every provision of this Contract is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Contract.

15.13 Inurement

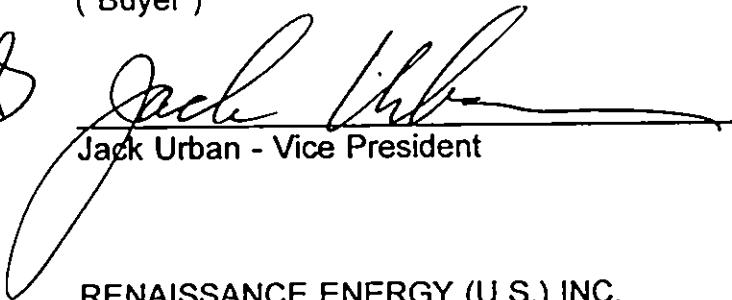
This Contract shall be binding upon the Parties, their successors, and permitted assigns, and shall inure to the benefit of the Parties and their successors, transferees and permitted assigns.

15.14 Confidentiality

The terms and conditions of this Contract shall be kept confidential by Buyer and Seller, except to the extent information must be disclosed in order to (1) nominate transportation, (2) allow for routine audit procedures, (3) comply with reporting obligations under applicable federal, provincial or state laws (4) obtain any necessary federal, provincial or state regulatory approvals required hereunder, or by consent of both Parties.

IN WITNESS WHEREOF, the Parties hereto have, by their duly authorized officers, executed this Contract in multiple originals to be effective as of the date first hereinabove written.

DELMARVA POWER & LIGHT COMPANY  
("Buyer")

*WAS*  
  
Jack Urban - Vice President

RENAISSANCE ENERGY (U.S.) INC.  
("Seller")

  
MAX MUSELIUS  
VICE PRESIDENT - MARKETING

This is the execution page to a Gas Purchase Contract made as of the 7th day of June, 1994 between Renaissance Energy (U.S.) Inc. and Delmarva Power & Light Company.



Date: \_\_\_\_\_

Nomination #: \_\_\_\_\_

**EXHIBIT "A"**  
**NOMINATION NOTICE TO**  
**A GAS PURCHASE CONTRACT**  
**Dated June 7, 1994**

**BETWEEN**

**DELMARVA POWER & LIGHT COMPANY AS "BUYER"**

**AND**

**RENAISSANCE ENERGY (U.S.) INC. AS "SELLER"**

**Contract No. (\_\_\_\_\_)**

Pursuant to Section 3.2 of the Gas Purchase Contract between Buyer and Seller dated June 7, 1994 and in confirmation of our oral agreement reached on \_\_\_\_\_, 19\_\_\_\_, this Nomination Notice hereby gives notice of Buyer's nomination in accordance with Section 3.2.

- 1. Nominated Quantity (MMBtu): \_\_\_\_\_
- 2. Nomination Period: \_\_\_\_\_
- 3. Upstream Transporting Pipeline: \_\_\_\_\_
- 4. Downstream Transporting Pipeline: \_\_\_\_\_
- 5. Delivery Point(s): \_\_\_\_\_
- 6. Other: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If the foregoing terms state our oral understanding, please so indicate by executing the Nomination Notice, and return it, via facsimile, to the undersigned.

**BUYER:**

**SELLER:**

**DELMARVA POWER & LIGHT COMPANY**

**RENAISSANCE ENERGY (U.S.) INC.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Signed: \_\_\_\_\_, 199\_\_

Signed: \_\_\_\_\_, 199\_\_

EXHIBIT C

# CANADIAN GAS SUPPLY CONTRACT

THIS GAS SUPPLY CONTRACT made effective as of the 1st day of January, 1993.

BETWEEN:

**RENAISSANCE ENERGY LTD.**, a body corporate incorporated under the laws of Alberta, and having an office in the City of Calgary, in the Province of Alberta ("Seller")

- and -

**RENAISSANCE ENERGY (U.S.) INC.**, a body corporate incorporated under the laws of Delaware, and having an office in the City of Calgary, in the Province of Alberta ("Buyer")

WHEREAS Seller has a supply of gas from sources in the Province of Alberta;

AND WHEREAS Buyer requires a supply of Canadian natural gas for resale to its' United States markets;

AND WHEREAS Buyer and Seller have agreed to buy and sell gas on the terms set forth below;

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the terms and conditions herein contained the parties hereto covenant and agree as follows:

## **1. Contract Confirmation**

This agreement contains the structure and general terms and conditions for the purchase and sale of gas between Seller and Buyer. The price, delivery point, volume and term for the purchase and sale of gas shall be contained in a Contract Confirmation in the form of Schedule A. Any additional terms applicable to the delivery of gas pursuant to a Contract Confirmation may also be specified therein, and those terms shall supersede the provisions of this agreement. The obligations of Seller and Buyer to deliver and take gas under this agreement arise only when there is a Contract Confirmation in effect which has been accepted by Seller and Buyer. More than one Contract Confirmation may exist at any time.

## **2. Quantity**

Seller shall deliver and sell to Buyer, and Buyer shall purchase and accept from Seller at the Delivery Point that quantity of gas nominated by Buyer on any day during the term of this agreement, up to the maximum volume which Buyer is permitted to purchase under the Contract Confirmations then in effect between Buyer and Seller.

Unless otherwise stated in the Contract Confirmation, the obligation of Seller to sell and deliver gas and of Buyer to purchase and take nominated gas at the Delivery Point is firm.

## **3. Delivery Point**

- (a) The "Delivery Point" for all gas to be delivered and sold under this agreement shall be at the location described in an accepted Contract Confirmation.
- (b) Possession of and title to all gas delivered under this agreement shall pass from Seller to Buyer at the Delivery Point.
- (c) Seller shall endeavour to cause its common stream operator (if applicable) to comply with the requirements of the downstream pipeline at the Delivery Point for the timely delivery of gas in accordance with that pipeline's procedures.

## **4. Regulatory Authorities**

Seller shall be responsible for obtaining all approvals required from regulatory authorities having jurisdiction with respect to matters upstream or at the Delivery Point. Buyer shall be responsible for obtaining all approvals required from regulatory authorities having jurisdiction with respect to matters downstream of the Delivery Point.

## **5. Price**

- (a) The price to be paid by Buyer to Seller for gas delivered by Seller to Buyer at the Delivery Point shall be the price set forth in the accepted Contract Confirmation as revised from time to time with the agreement of the parties.
- (b) All taxes, royalties, levies, fees and charges including gathering and processing charges on or against the gas prior to its delivery to Buyer at the Delivery Point shall be borne by Seller and all taxes, royalties, levies, fees and charges on or against the gas subsequent to its delivery to Buyer at the Delivery Point shall be borne by Buyer.

- (c) Notwithstanding any other provision of this agreement, Buyer shall be liable to and indemnify Seller, its successors and assigns from and against any liability of Seller in respect of the Goods and Services Tax as provided for in the *Excise Tax Act*, R.S.C. 1985, c. E-15, as amended, or any successor or parallel provincial or federal legislation that is intended to impose a tax on the recipient of gas supplied under this agreement; and for greater certainty any Goods and Services Tax exigible in respect of gas supplied under this agreement will not form any component of the price of gas under this agreement.

**6. Term**

- (a) The term of this agreement shall commence on the date first above written, and continue in full force and effect until October 31, 2010, and shall continue after that date unless terminated by either party upon 30 days prior written notice to the other.
- (b) Any liabilities or obligations outstanding under this agreement as of the date of termination shall survive termination.

**7. Quality and Measurement**

- (a) The quality, pressure and temperature of the gas sold hereunder shall meet the requirements as specified from time to time in the tariff of the downstream pipeline at the Delivery Point.
- (b) The volume and heating value of the gas sold hereunder shall be measured by the downstream pipeline at the Delivery Point in accordance with that pipeline's then effective rules and regulations and its determination shall be used by Buyer and Seller for all purposes under this agreement.

**8. Billings and Payments, Audit**

- (a) On or before the 15th day of each month during the term of this agreement, Seller shall render to Buyer an invoice setting forth the volume of gas delivered during the preceding month, the energy content, the price and total amount payable by Buyer. Buyer agrees to pay Seller the total amount shown on each invoice on the 25th day of the month after Buyer's receipt of that invoice, or the closest business day to the 25th of the month if the 25th is a Saturday, Sunday or statutory holiday in Alberta.
- (b) Payments not received by Seller by the stipulated date shall bear interest at an annual rate of 2% over the prime lending rate as charged by the principal bank in Calgary, Alberta, used by Seller.

- (c) At any time up to (but not after) twelve months following the end of the month in which an invoice was rendered hereunder, and upon thirty days prior written notice, either party shall have the right at its sole cost and expense to have a third party auditor, who shall be a member of a national Canadian chartered accountancy firm, audit on that party's behalf, the relevant books, accounts and records of the other party to verify the accuracy of any such invoice. All information which an auditor acquires shall be kept strictly confidential and both parties shall be bound by the determination and resolution by the auditor of any audit exceptions. If, as a result of any audit, an adjustment to an invoice is deemed necessary, then the party against whom the adjustment was made shall promptly pay to the other party the required amount.

## **9. Representation and Warranty**

Seller represents and warrants that it shall at the time of delivery have good title to or the full right and authority to sell all gas delivered by Seller to Buyer, free and clear from all liens, encumbrances and claims whatsoever, except those which Seller is contesting in good faith. Seller agrees that it will indemnify and save harmless Buyer against all suits, actions, claims, debts, accounts, damages, costs, losses and expenses arising from or out of any breach of the above warranties or arising from or out of adverse claims of any or all persons to said gas or to royalties, taxes, fees, charges or transportation tariffs thereon which are applicable before the title to that gas passes from Seller to Buyer hereunder at the Delivery Point.

## **10. Force Majeure**

The obligations and undertakings of either party under this agreement shall be suspended in the event the performance of same is prevented in whole or in part by any cause (excepting lack of finances) beyond the reasonable control of that party. The party claiming suspension shall make every reasonable effort to remedy the cause, provided that the party shall not be required to settle any labour dispute. A party shall not be entitled to the relief provided for in this section unless it gives the other party prompt notice in writing specifying the cause in respect of which relief is claimed. The performance of the obligations and undertakings under suspension shall be resumed by the party in question within a reasonable period of time after the cause has been removed. This section shall not relieve either party of the obligation to make any payment under this agreement.

## **11. Information Requirements**

Buyer and Seller agree to provide the other party with any information that may be necessary to comply with any regulatory filing requirement. Such information shall be kept strictly confidential by the other party and used or disclosed only to comply with those requirements.

**12. Laws and Regulatory Bodies**

- (a) This agreement and the rights and obligations of the parties hereunder are subject to all present and future laws, rules, regulations and orders of any legislative body or duly constituted governmental or regulatory body authority now or hereafter having jurisdiction.
- (b) This agreement shall be interpreted and construed in accordance with the laws of the Province of Alberta and the parties agree to accept the jurisdiction of the Courts of Alberta and all Courts of Appeal therefrom for the purposes of interpretation, construction and enforcement of this agreement.

**13. Assignment**

This agreement shall be binding upon and shall enure to the benefit of the parties hereto and their respective successors and assigns, but no assignment shall release any party from its obligations without the prior written consent of the other party, which consent shall not be unreasonably withheld.

**14. Notices**

For the purposes of all notices and other communications to be given and payments to be made under this agreement, the addressees of Buyer and Seller shall be as follows:

**Buyer:**

Renaissance Energy (U.S.) Inc.  
3000, 425 First Street S.W.  
Calgary, AB T2P 3L8

Telephone: (403) 750-1400  
Facsimile: (403) 750-1811

Attention: Vice-President, Marketing

**Seller:**

Renaissance Energy Ltd.  
3000, 425 First Street S.W.  
Calgary, AB T2P 3L8

Telephone: (403) 750-1400  
Facsimile: (403) 750-1811

Attention: Vice-President, Marketing

Any written communication, if delivered or sent by telex, telecopier or telegraph, shall be deemed to have been given or made on the day on which it was delivered or sent (unless that day is a Saturday, Sunday or statutory holiday in Alberta, in which case delivery shall be deemed to have occurred on the next business day). Any party hereto may from time to time change its address for service hereunder by notice to the other parties.

**15. industry Usage**

In this agreement, words and phrases which are not defined herein and which have an accepted meaning in the custom and usage of the petroleum and natural gas industry in Canada, shall have that meaning.

IN WITNESS WHEREOF this Agreement has been executed as of the day and year first above written.

**RENAISSANCE ENERGY LTD.**

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

**MAX MUSELIUS  
VICE PRESIDENT - MARKETING**

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

**RENAISSANCE ENERGY (U.S.) INC.**

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

**MAX MUSELIUS  
VICE PRESIDENT - MARKETING**

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



SCHEDULE A

CONTRACT CONFIRMATION

*This is a Contract Confirmation contemplated by the Canadian Gas Supply Contract dated January 1, 1993 (the "Contract") between RENAISSANCE ENERGY LTD. ("Seller") and RENAISSANCE ENERGY (U.S.) INC. ("Buyer").*

**Resale Contract Buyer:** Delmarva Power & Light Company

**Resale Contract Seller:** Renaissance Energy (U.S.) Inc.

**Contract Date:** June 7, 1994

The following terms and conditions are effective for the purchase and sale of gas under the Contract for the Effective Period described below.

Effective Period		Delivery Point	Maximum Volume MMBtu/d	Price \$US/MMBtu
From	To			
November 1, 1994	November 1, 2004	Niagara Falls, Ontario	2800	* See below

Additional Terms applicable to this Contract Confirmation:

- \* The price is calculated as the sum of the Demand Charge and the Commodity Charge and the Pipeline Fuel and Pipeline Commodity Charges

The terms and conditions of the Contract apply to and are incorporated by reference into this Contract Confirmation.

ACCEPTED AND AGREED TO this 7th day of June, 1994 .

**RENAISSANCE ENERGY (U.S.) INC.**

Per: 

THIS CONTRACT CONFIRMATION IS ACCEPTED this 7th day of June, 1994 .

**RENAISSANCE ENERGY LTD.**

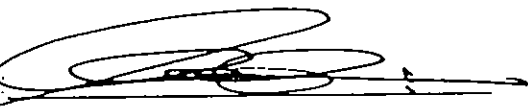
Per: 

EXHIBIT D

**VERIFICATION**

Patricia M. Cradock being first duly sworn, deposes and says that she is a duly authorized representative of the Applicant; that she has read the foregoing document; that she is familiar with the contents thereof; that the statements contained therein are true and correct to the best of her knowledge, information and belief; that she is authorized to file the same with the Office of Fossil Energy; and that, to the best of her knowledge, information and belief, the same or a related matter is not being considered by any other part of the Department of Energy, including the Federal Energy Regulatory Commission, or any federal agency or department.

*P.M. Cradock*

RENAISSANCE ENERGY (U.S.) INC.

SUBSCRIBED AND SWORN TO at Calgary, Alberta, Canada before me this 06 day of MARCH, 1995

*Tracy Horan*

TRACY HORAN,  
COMMISSIONER FOR OATHS

THERESA M. HORAN  
A Commissioner for Oaths in and for  
the Province of Alberta  
My Commission will expire Dec 03, 1997

My commission expires at the discretion of the Crown.

UNITED STATES OF AMERICA

[6450-01-P]

DEPARTMENT OF ENERGY  
OFFICE OF FOSSIL ENERGY

[FE DOCKET NO. 95-14-NG]

MIDCON GAS SERVICES CORP.

ORDER GRANTING BLANKET AUTHORIZATION  
TO EXPORT NATURAL GAS TO CANADA AND MEXICO

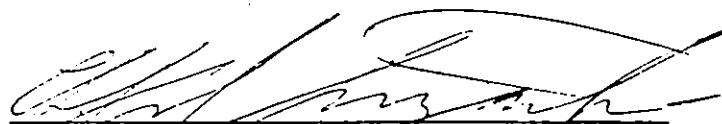
AGENCY: Office of Fossil Energy, DOE.

ACTION: Notice of Order.

SUMMARY: The Office of Fossil Energy of the Department of Energy gives notice that it has issued an order granting Midcon Gas Services Corp. blanket authorization to export up to a combined total of 300 Bcf of natural gas to Canada and Mexico over a period of two years beginning on the date of first delivery.

This order is available for inspection and copying in the Office of Fuels Programs Docket Room, Room 3F-056, Forrestal Building, 1000 Independence Avenue, S.W., Washington, D.C. 20585, (202) 586-9478. The docket room is open between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday, except Federal holidays.

Issued in Washington, D.C., March 27, 1995.



Clifford P. Tomaszewski  
Director, Office of Natural Gas  
Office of Fuels Programs  
Office of Fossil Energy

UNITED STATES OF AMERICA 1995 MAR 28 P 3:15

DEPARTMENT OF ENERGY

OFFICE OF FOSSIL ENERGY

REC'D DOE/FE

RENAISSANCE ENERGY (U.S.) INC. )

FE DOCKET NO. 95-15-NG

ORDER GRANTING LONG-TERM AUTHORIZATION  
TO IMPORT NATURAL GAS FROM CANADA

DOE/FE ORDER NO. 1037

MARCH 30, 1995

I. DESCRIPTION OF REQUEST

On March 10, 1995, Renaissance Energy (U.S.) Inc. (Renaissance U.S.) filed an application with the Office of Fossil Energy of the Department of Energy (DOE), under section 3 of the Natural Gas Act (NGA)<sup>1/</sup>, and DOE Delegation Order Nos. 0204-111 and 0204-127, requesting authorization to import up to 2,800 Mcf per day of natural gas from Canada. Renaissance U.S., a corporation organized under the laws of the State of Delaware, with its principal place of business in Calgary, Alberta, Canada, is a wholly-owned subsidiary of Renaissance Energy Ltd. (Renaissance Ltd.) a Canadian corporation. The gas would be imported by Renaissance U.S. from Renaissance Ltd. for resale to Delmarva Power & Light Company (Delmarva). Delmarva, a Delaware and Virginia corporation, is a natural gas and electric company which purchases natural gas for distribution and resale to residential, industrial and small commercial customers.

The proposed authorization would be effective as of the date of this order, and would extend until November 1, 2004. The imported natural gas would be delivered by NOVA Gas Transmission Ltd. (NOVA) to the facilities of TransCanada PipeLines Limited (TCPL) on or near the Alberta/Saskatchewan border. TCPL would deliver the gas to the facilities of National Fuel Gas Supply Corporation (National Fuel) at Niagara Falls, which in turn would deliver the gas to the facilities of Transcontinental Gas Pipe Line Corporation (Transco) at Wharton, Pennsylvania. Renaissance

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<sup>1/</sup> 15 U.S.C. § 717b.

U.S. holds firm transportation capacity on NOVA and TCPL and Delmarva holds firm transportation capacity on National Fuel and Transco.

The gas purchase contract between Delmarva and Renaissance U.S. obligates Delmarva to purchase 80 percent of the maximum daily quantity (2,8000 Mcf/d) times the number of days in the contract year. The price each month would equal the sum of the following: (1) a commodity charge determined monthly by the Gulf Coast Spot Price, as published in Inside FERC's Gas Market Report, less \$0.50 (U.S.)/MMBtu; (2) a demand charge covering the demand tolls for firm transportation on the pipeline systems of NOVA and TCPL; and (3) a pipeline fuel and commodity charge equal to the commodity charges for transportation and fuel used on the systems of NOVA and TCPL. The contract price is subject to redetermination and arbitration.

## II. FINDING

The application filed by Renaissance U.S. has been evaluated to determine if the proposed import arrangement meets the public interest requirements of section 3 of the NGA, as amended by section 201 of the Energy Policy Act of 1992 (Pub. L. 102-486). Under section 3(c), the importation of natural gas from a nation with which there is in effect a free trade agreement requiring national treatment for trade in natural gas is deemed to be consistent with the public interest and must be granted without modification or delay. The authorization sought by Renaissance U.S. to import natural gas from Canada, a nation with which a

free trade agreement is in effect, meets the section 3(c) criterion and, therefore, is consistent with the public interest.

ORDER

Pursuant to section 3 of the Natural Gas Act, it is ordered that:

A. Renaissance Energy (U.S.) Inc. (Renaissance U.S.) is authorized to import up to 2,800 Mcf per day of natural gas from Canada for sale to Delmarva Power & Light Company (Delmarva). Renaissance U.S. shall import this gas near Niagara Falls, Ontario, pursuant to the terms of the gas purchase contract between Renaissance U.S. and Delmarva dated June 7, 1994, filed in this proceeding.

B. The term of this import authorization shall extend from the date of this authorization through November 1, 2004.

C. Within two weeks after deliveries begin, Renaissance U.S. shall provide written notification to the Office of Fuels Programs (OFP), Fossil Energy, FE-50, Forrestal Building, 1000 Independence Avenue, S.W., Washington, D.C. 20585, of the date that the first import of natural gas authorized in Ordering Paragraph A above occurred.

D. With respect to the natural gas imports authorized by this Order, Renaissance U.S. shall file with OFP, within 30 days following each calendar quarter, quarterly reports showing by month the total volume (in Mcf) imported and the average purchase price per MMBtu paid at the international border. The price information for a particular month shall list separately (on a



per unit [MMBtu] basis) the gas commodity charge, the Canadian pipeline demand charges, and the pipeline fuel and commodity charges. If Renaissance U.S. and Delmarva implement an amendment to their gas supply contract which results in resales to markets other than Delaware, those States must be indicated in each subsequent quarterly report. Further, Renaissance U.S. must notify OFP in a timely manner of any revisions to the current list of resale customers contained in its contract with Delmarva.

E. The first quarterly report required by Ordering Paragraph D of this Order is due not later than July 30, 1995, and should cover the period from the date of this authorization until the end of the second calendar quarter, June 30, 1995.

Issued in Washington, D.C., on March 30, 1995.



Anthony J. Como  
Director  
Office of Coal & Electricity  
Office of Fuels Programs  
Office of Fossil Energy

**ORIGINAL**

**BRACEWELL & PATTERSON, L.L.P.**

A REGISTERED LIMITED LIABILITY PARTNERSHIP  
ATTORNEYS AT LAW

2000 K STREET NW STE 500  
WASHINGTON DC 20006-1872  
202 828 5800  
FAX 202 223 1225

SOUTH TOWER PENNZOIL PLACE  
711 LOUISIANA ST STE 2900  
HOUSTON TX 77002-2781  
713 223 2900

100 CONGRESS AVE STE 1900  
AUSTIN TX 78701-4052  
512 472 7800

LINCOLN PLAZA  
500 N AKARD ST STE 4000  
DALLAS TX 75201-3387  
214 740 4000

43 BROOK ST  
LONDON W1Y 2BL ENGLAND  
44 71 355 3330

April 12, 1995

Mr. Clifford Tomaszewski  
Clerk  
U.S. Department of Energy  
Office of Fossil Fuels  
1000 Independence Avenue, S.W.  
Room 3H087  
Washington, D.C. 20001

BY HAND

1995 APR 12 A 11:54

Re: Long-term Import Authorization to Import Natural Gas from Canada by  
Renaissance Energy (U.S.) Inc., FE Docket No. 95-15-NG, Order No. 1037

Dear Mr. Tomaszewski:

On March 30, 1995, your office issued Order No. 1037 granting Renaissance Energy (U.S.) Inc. ("Renaissance U.S.") long-term import authorization to import up to 2,800 Mcf per day of natural gas from Canada. The imported volumes will be sold by Renaissance U.S. to Delmarva Power & Light Company ("Delmarva") under a 10-year Gas Purchase Contract. Ordering paragraph D of the order authorizing the importation of these volumes states in part:

If Renaissance U.S. and Delmarva implement an amendment to their gas supply contract which results in resales to markets other than Delaware, those States must be indicated in each subsequent quarterly report. Further, Renaissance U.S. must notify OFP in a timely manner of any revisions to the current list of resale customers contained in its contract with Delmarva.

Under the terms of the Gas Purchase Contract, Delmarva's resales are not limited to the state of Delaware. Additionally, Delmarva's resale customers are not listed in the Gas Purchase Contract, and Delmarva is not required to notify Renaissance U.S. when it changes resale customers. Consequently, Renaissance U.S. will be unable to notify OFP of these changes. Renaissance U.S., therefore, requests that OFP delete the foregoing language from ordering paragraph D of Order No. 1037 so that Renaissance U.S. is not



BRACEWELL & PATTERSON

Mr. Tomaszewski  
April 12, 1995  
Page 2

required to notify OFP when a change occurs in Delmarva's resale customers or in the states in which Delmarva's resale markets are located.

If you have any questions concerning this matter, please contact me.

Very truly yours,

Bracewell & Patterson, L.L.P.

A handwritten signature in cursive script that reads "Sarah G. Novosel".

Sarah G. Novosel

Saturday: 9:00 a.m. to 1:00 p.m.  
 Clinton Public Library  
 118 South Hicks Street  
 Clinton, TN 37716  
 (615) 457-0519  
 Monday, Thursday: 10:00 a.m. to 8:00 p.m.  
 Tuesday, Wednesday, Friday, Saturday: 10:00 a.m. to 5:00 p.m.  
 Harriman Public Library  
 601 Walden Street, Harriman, TN 37748  
 (615) 882-3195, Monday-Thursday: 9:00 a.m. to 5:00 p.m.  
 Friday-Saturday: 9:00 a.m. to 1:00 p.m.  
 Kingston Public Library  
 1000 Bradford Way Building #3  
 Kingston, TN 37763  
 (615) 376-9905  
 Monday, Thursday: 10:00 a.m. to 7:30 p.m.  
 Tuesday, Wednesday, Friday: 10:00 a.m. to 5:30 p.m.  
 Saturday: 10:00 a.m. to 2:00 p.m.  
 Lawson McGhee Public Library  
 500 West Church Avenue  
 Knoxville, TN 37902  
 (615) 544-5750  
 Monday-Thursday: 9:00 a.m. to 8:30 p.m.  
 Friday: 9:00 a.m. to 5:30 p.m.  
 Saturday-Sunday: 1:00 p.m. to 5:00 p.m.  
 Oak Ridge Public Library  
 Civic Center  
 Oak Ridge, TN 37830  
 (615) 482-8455  
 Monday-Thursday: 10:00 a.m. to 9:00 p.m.  
 Friday: 10:00 a.m. to 6:00 p.m.  
 Saturday: 9:00 a.m. to 6:00 p.m.  
 Sunday: 2:00 p.m. to 6:00 p.m.  
 Oliver Springs Public Library  
 607 Easterbrook Avenue  
 Oliver Springs, TN 37840  
 (615) 435-2509  
 Tuesday-Thursday: 2:00 p.m. to 4:00 p.m.  
 Saturday: 9:00 a.m. to 12:00 midnight  
 Rockwood Public Library  
 117 North Front Avenue  
 Rockwood, TN 37854  
 (615) 354-1281  
 Monday, Wednesday, Friday, Saturday: 10:00 a.m. to 5:00 p.m.  
 Tuesday, Thursday: 10:00 a.m. to 8:00 p.m.  
 General Library, University of Texas  
 PCL 2.402X, Austin, TX 78713  
 (512) 495-4262  
 School Hours: Monday-Friday: 8:00 a.m. to 2:00 a.m.  
 Saturday: 9:00 a.m. to 2:00 a.m.  
 Sunday: 12:00 p.m. to 2:00 a.m.  
 Summer Hours: Monday-Friday: 8:00 a.m. to 10:00 p.m.  
 Saturday: 9:00 a.m. to 10:00 p.m.  
 Sunday: 12:00 noon to 10:00 p.m.

Evans Library  
 Texas A&M University, MS 5000  
 College Station, TX 77843-5000  
 (409) 845-8850  
 School Hours: Monday-Thursday: 7:00 a.m. to 12:00 midnight  
 Friday: 7:00 a.m. to 10:00 p.m.  
 Saturday: 9:00 a.m. to 10:00 p.m.  
 Sunday: 12:00 noon to 10:00 p.m.  
 Summer Hours: Monday-Thursday: 7:00 a.m. to 11:00 p.m.  
 Friday: 7:00 a.m. to 7:00 p.m.  
 Saturday: 9:00 a.m. to 5:00 p.m.  
 Sunday: 1:00 p.m. to 11:00 p.m.  
 Marriott Library  
 University of Utah  
 Salt Lake City, UT 84112  
 (801) 581-8394  
 School Hours: Monday-Thursday: 7:00 a.m. to 11:00 p.m.  
 Friday: 7:00 a.m. to 5:00 p.m.  
 Saturday: 9:00 a.m. to 5:00 p.m.  
 Sunday: 11:00 a.m. to 9:00 p.m.  
 Summer Hours: Monday-Thursday: 7:00 a.m. to 10:00 p.m.  
 Friday: 7:00 a.m. to 5:00 p.m.  
 Saturday: 9:00 a.m. to 5:00 p.m.  
 Sunday: 1:00 p.m. to 5:00 p.m.  
 Alderman Library  
 University of Virginia, Charlottesville, VA 22903-2498  
 (804) 924-3133  
 School Hours: Monday-Thursday: 8:00 a.m. to 12:00 midnight  
 Friday: 8:00 a.m. to 6:00 p.m.  
 Saturday: 9:00 a.m. to 6:00 p.m.  
 Sunday: 12:00 p.m. to 12:00 midnight  
 Summer Hours: Monday-Thursday: 8:00 a.m. to 10:00 p.m.  
 Friday: 8:00 a.m. to 6:00 p.m.  
 Saturday: 9:00 a.m. to 6:00 p.m.  
 Sunday: 2:00 p.m. to 10:00 p.m.  
 Owen Science & Engineering Library  
 Washington State University, Pullman, WA 99164-3200  
 (509) 335-4181  
 School Hours: Monday-Thursday: 8:00 a.m. to 11:00 p.m.  
 Friday: 8:00 a.m. to 9:00 p.m.  
 Saturday: 12:00 noon to 9:00 p.m.  
 Sunday: 12:00 noon to 11:00 p.m.  
 Summer Hours: Monday, Thursday: 7:30 a.m. to 11:00 p.m.  
 Tuesday, Wednesday, Friday: 7:30 a.m. to 6:00 p.m.  
 Saturday-Sunday: 12:00 noon to 6:00 p.m.  
 Foley Center  
 Gonzaga University  
 East 502 Boone Avenue  
 Spokane, WA 99258  
 (509) 328-4220, extension 3125  
 School Hours: Monday-Thursday: 8:00 a.m. to 12:00 midnight  
 Friday-Saturday: 8:00 a.m. to 9:00 p.m.  
 Sunday: 11:00 a.m. to 12:00 midnight  
 Summer Hours: Monday-Friday: 8:00 a.m. to 9:00 p.m.

Saturday: 10:00 a.m. to 6:00 p.m.  
 Sunday: 1:00 p.m. to 7:00 p.m.  
 Madison Public Library  
 201 W. Mifflin Street  
 Madison, WI 53703  
 (608) 266-6350  
 Monday-Wednesday: 8:30 a.m. to 9:00 p.m.  
 Thursday-Friday: 8:30 a.m. to 5:30 p.m.  
 Saturday: 9:00 a.m. to 5:30 p.m.  
 Teton County Public Library  
 320 South King Street  
 Jackson, WY 83001  
 (307) 733-2164  
 Monday, Wednesday, Friday: 10:00 a.m. to 5:30 p.m.  
 Tuesday, Thursday: 10:00 a.m. to 9:00 p.m.  
 Saturday: 10:00 a.m. to 5:00 p.m.  
 Sunday: 1:00 p.m. to 5:00 p.m.

Issued in Washington, DC on April 7, 1995  
 Jill E. Lytle,  
 Deputy Assistant Secretary, Waste Management.  
 [FR Doc. 95-9267 Filed 4-13-95; 8:45 am]  
 BILLING CODE 6450-01-P

#### Office of Fossil Energy

[FE Docket No. 95-15-NG]

#### Renaissance Energy (U.S.) Inc.; Order Granting Long-Term Authorization to Import Natural Gas From Canada

AGENCY: Office of Fossil Energy, DOE.

ACTION: Notice of order.

**SUMMARY:** The Office of Fossil Energy of the Department of Energy gives notice that it has issued an order granting Renaissance Energy (U.S.) Inc. authorization to import up to 2,800 Mcf per day of Canadian natural gas from the date of the authorization until November 1, 2004.

This order is available for inspection and copying in the Office of Fuels Programs Docket Room, 3F-056, Forrestal Building, 1000 Independence Avenue, S.W., Washington, D.C. 20585, (202) 586-9478. The docket room is open between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday, except Federal holidays.

Issued in Washington, D.C., March 30, 1995.

Clifford P. Tomaszewski,  
 Director, Office of Natural Gas, Office of Fuels Programs, Office of Fossil Energy.

[FR Doc. 95-9268 Filed 4-13-95; 8:45 am]  
 BILLING CODE 6450-01-P

UNITED STATES OF AMERICA  
DEPARTMENT OF ENERGY  
OFFICE OF FOSSIL ENERGY

MAY 09 1995 2:02

\_\_\_\_\_  
RENAISSANCE ENERGY (U.S.) INC. )  
\_\_\_\_\_ )

FE DOCKET NO. 95-15-NG

ORDER AMENDING LONG-TERM AUTHORIZATION  
TO IMPORT NATURAL GAS FROM CANADA

DOE/FE ORDER NO. 1037-A

On April 12, 1995, Renaissance Energy (U.S.) Inc. (Renaissance U.S.) requested that the Office of Fossil Energy of the Department of Energy delete the following limiting terms in Paragraph D of DOE/FE Order No. 1037 (Order 1037):

If Renaissance U.S. and Delmarva implement an amendment to their gas supply contract which results in resales to markets other than Delaware, those States must be indicated in each subsequent quarterly report. Further, Renaissance U.S. must notify OFP in a timely manner of any revisions to the current list of resale customers contained in its contract with Delmarva.

Under the terms of its purchase agreement with Delmarva Power & Light Company (Delmarva), Renaissance U.S. indicates, resales by Delmarva are not limited to Delmarva. In addition, the purchase agreement does not identify Delmarva's resale customers or require Delmarva to notify Renaissance U.S. of customer changes. Consequently, Renaissance U.S. would be unable to notify the Department of such changes.

Accordingly, Order 1037 is amended to delete the above quoted language from Paragraph D. In all other respects, Order 1037 et seq., shall remain in effect.

Issued in Washington, D.C. on May 9, 1995.



Anthony J. Combs  
Director  
Office of Coal & Electricity  
Office of Fuels Programs  
Office of Fossil Energy



**Husky Gas Marketing Inc.**  
707 8th Avenue S.W.  
Box 6525, Station D  
Calgary, Alberta, Canada  
T2P 3G7

(403) 298-6111  
Telecopier: 298-6093, 7425

December 20, 2000

U.S. Department of Energy  
Office of Fossil Energy  
Office of Natural Gas & Petroleum  
Import and Export Activities  
FE-34, Room 3E-042  
1000 Independence Avenue S.W.  
Washington, DC 20585-0350

RECEIVED  
DOE/FE  
Tom  
2000 DEC 20 A 11:20

Attention: Mr. Thomas Dukes

RE: Amalgamation Notice Husky-Renaissance Merger

Please be advised that Renaissance has merged with Husky Gas Marketing Inc. and effective January 1, 2001 production, all reporting will be submitted as Husky. Renaissance is requesting either revoking or changing the name of Renaissance's permits as indicated on the attached sheet listing licences and orders currently held by Renaissance Energy (U.S.) Inc.

If further information is required, please contact the undersigned at (403) 750-1843.

Yours truly,

**HUSKY GAS MARKETING INC.**

Elsie M. Pedersen  
Marketing Services Representative

Encl.

FE DOCKET	DOE/FE	IMPORT/EXPORT			
99-02-NG	1454	Short Term Blanket			REVOKE
94-37-NG	952	AmGas			Husky Gas Marketing Inc
95-15-NG	1037	Delmarva			Husky Gas Marketing Inc
98-85-NG	1432	on National Fuel Gas to Leidy			Husky Gas Marketing Inc
94-65-NG	977	Northern Utilities			Renaissance applied for the permits they are in the name of Bay State and Northern Utilities (they do all reporting to U.S. DOE)
94-64-NG	978	Bay State Gas			U.S. DOE

02:11 V 51 318 097

31/300 6.011



# **Husky Oil**

**Husky Gas Marketing Inc.**  
707 8th Avenue S.W.  
Box 6525, Station D  
Calgary, Alberta, Canada  
T2P 3G7

(403) 298-6111  
Telecopier: 298-6093, 7425

## NOTICE

December 1, 2000

**TO: GAS CONTRACTS ADMINISTRATION**

**RE: RENAISSANCE ENERGY (U.S.) INC.**

On August 25, 2000, Renaissance Energy Ltd., Husky Oil Operations Limited and Husky Oil Limited were amalgamated to form the corporation now called "Husky Oil Operations Limited."

As part of a reorganization of the Husky Energy Group of Companies, **Renaissance Energy (U.S.) Inc.** has assigned to **Husky Gas Marketing Inc.** all of its interests in agreements relating to the purchase and sale, marketing and transportation of crude oil, natural gas and natural gas liquids in the United States. Husky Gas Marketing Inc. has also been assigned certain U.S. crude marketing contracts entered into by the former Renaissance Energy Ltd. The effective date of the assignments is September 1, 2000.

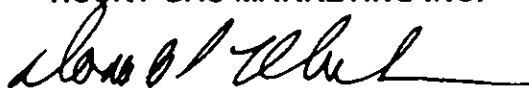
Husky Gas Marketing Inc., a Delaware corporation, is a wholly owned subsidiary of Husky (U.S.A.), Inc., which is a wholly owned subsidiary of Husky Oil Operations Limited. Renaissance Energy (U.S.) Inc. is a subsidiary of Husky Oil Operations Limited.

For the delivery month January 2001 and onwards all future correspondence, amendments, nominations, confirmations, and payments regarding contracts presently in the name of Renaissance Energy (U.S.) Inc. should now be issued in the name of, and tendered to, Husky Gas Marketing Inc. We ask that you please amend your records and contracts to reflect the foregoing assignment.

The addresses, telephone numbers, fax numbers and e-mail addresses for normal course business dealings with Husky and Renaissance business contacts are shown on the attached list of contacts.

If you have any questions, please do not hesitate to call Pat Cradock, Manager, Marketing Services, at (403) 750-1338, or Elsie Pedersen, Marketing Services Representative at (403) 750-1843.

Yours truly,  
**HUSKY GAS MARKETING INC.**



**DON MULRAIN**  
General Manager, Midstream Commodity Marketing

REC'D DOE/FE  
NOV 15 11:21 AM '00

**FOR THE ACCOUNT OF:**  
**HUSKY GAS MARKETING INC.**

**U.S. Dollar Payments:**

***Originating In Canada***

**Wire Transfer Instructions:**

Canadian Imperial Bank of Commerce  
309- 8<sup>th</sup> Avenue S.W.  
Calgary, Alberta  
Transit #: 0010-0009

Further Credit To: Husky Gas Marketing Inc.  
Account #: 03-46217

***Originating Outside Canada***

Route Through Fedwire To: Bank of America NT & SA  
One World Trade Center (10<sup>th</sup> Floor)  
New York, N.Y.  
10048-1191  
ABA #: 026009593

To: Canadian Imperial Bank of Commerce  
Swift Address: Toronto, Ontario  
Chips Member: BOFAUS3N  
015035  
Account #: 6550826157

Further Credit To: Canadian Imperial Bank of Commerce  
309- 8<sup>th</sup> Avenue S.W.  
Calgary, Alberta  
Transit #: 0010-0009  
Account #: 03-46217

**DUNS NO. 24-949-6076**

**FEDERAL TAX ID #. 98-0113387**

## NATURAL GAS MARKETING CONTACT LIST

<b>Don Mulrain</b> – General Manager	<b>Telephone</b> (403) 298-6222	<b>Fax</b> (403) 298-7425
<b>Deborah Harshenin</b> – Administrative Assistant	(403) 298-6248	(403) 298-7425

### **MARKETING**

<b>Robert Sadee</b> – Manager, Natural Gas Marketing	<b>Telephone</b> (403) 298-6922	<b>Fax</b> (403) 298-6349
--	------------------------------------	------------------------------

**OPERATIONS** *For communication related to:*  
*Daily supply changes (well tie-ins, downtime, tests, plant turnarounds), Plant capacity information, Storage level management, Pipeline outages, Day trading.*  
*Contact as follows:*

<b>Rick Sekida</b> - Manager, Natural Gas Logistics	<b>Telephone</b> (403) 298-6803	<b>Fax</b> (403) 298-6349
<b>Ron Comfort</b> – Alberta & Storage	(403) 298-6172	(403) 298-6349
<b>Derek Danyliw</b> – Westcoast, ATCO & Alliance	(403) 298-6868	(403) 298-6349
<b>Kirk Lundell</b> – Foothills, Northern Border, Great Lakes, TransGas & Michcon	(403) 298-7154	(403) 298-6349
<b>Judi Mailey</b> – TCPL, Union	(403) 750-1349	(403) 750-1811

**UPSTREAM MARKETING** *For communication related to:*  
*Gas Pricing, Purchase/Sale Opportunities (fuel gas, plant gate, exchanges), Plant Optimization initiatives, Storage, Pipeline issues.*  
*Contact as follows:*

<b>Doug Holgate</b> – Manager, Upstream Marketing Marketing region – BC	<b>Telephone</b> (403) 298-6969	<b>Fax</b> (403) 298-6349
<b>Brad Ryan</b> – Marketing Representative, Upstream Marketing region – Alberta & Storage	(403) 298-6819	(403) 298-6349
<b>Blake Bradley</b> – Marketing Representative, Upstream Marketing region – Alberta & Saskatchewan	(403) 750-1902	(403) 750-1811

**DOWNSTREAM MARKETING** *For communication related to:*  
*Market Pricing, Export Pipeline optimization and issues, Nymex and netback pricing*  
*Contact as follows:*

<b>Chuck Baumgart</b> – Manager, Downstream Marketing Marketing Region – Eastern Canada & US (Northeast)	<b>Telephone</b> (403) 750-1808	<b>Fax</b> (403) 750-1811
<b>Teri Majer</b> – Marketing Representative, Downstream Marketing Region – US (Northeast)	(403) 750-1330	(403) 750-1811
<b>Dan Lapointe</b> – Marketing Representative, Downstream Marketing Region – US Midwest & California	(403) 298-6921	(403) 298-6349
<b>Helen Anderson</b> – Marketing Representative, Downstream Marketing Region – US Midwest	(403) 750-1364	(403) 750-1811

**MARKETING SERVICES** *For communication related to:*  
*All commodity contracting matters, including requests for new contracts and amendments to existing contracts, all regulatory matters including requests for permits, supply issues > month (existing as well as exploration/development plans), upstream pipeline transportation contracting and marketing analyses.*  
*Contact as follows:*

<b>Pat Cradock</b> – Manager, Marketing Services Contract requests, amendments and Regulatory Matters	<b>Telephone</b> (403) 750-1338	<b>Fax</b> (403) 298-7425
<b>Kathy Robinson</b> – Marketing Services Representative Natural Gas Supply & Transportation	(403) 298-6974	(403) 298-6349
<b>Elsie Pedersen</b> – Marketing Services Representative Contract Administration and Regulatory Permits	(403) 750-1843	(403) 750-1811
<b>Jackie Farrow</b> – Marketing Services Analyst	(403) 298-6771	(403) 298-6801
<b>Marian Palin</b> – Marketing Services Representative	(403) 298-6792	(403) 298-6801



**Husky Gas Marketing Inc.**  
707 8th Avenue S.W.  
Box 6525, Station D  
Calgary, Alberta, Canada  
T2P 3G7

(403) 298-6111  
Telecopier: 298-6093, 7425

January 17, 2001

RECEIVED  
JAN 18 2001  
DOE/OFE/NGR

U.S. Department of Energy  
Office of Fossil Energy  
Office of Natural Gas & Petroleum  
Import and Export Activities  
FE-34, Room 3E-042  
1000 Independence Avenue S.W.  
Washington, DC 20585-0350

Attention: Mr. Frank Duchaine

**RE: Amalgamation Notice Husky-Renaissance Merger**

As a follow-up to our telephone conversation of January 17, 2001 and our letter dated December 20, 2000, enclosed please find amalgamation documentation regarding the Husky-Renaissance merger.

If further information is required, please contact the undersigned at (403) 750-1843.

Yours truly,

**HUSKY GAS MARKETING INC.**

A handwritten signature in cursive script, appearing to read "Elsie M. Pedersen".

Elsie M. Pedersen  
Marketing Services Representative

Encl.



**Husky Gas Marketing Inc.**  
707 8th Avenue S.W.  
Box 6525, Station D  
Calgary, Alberta, Canada  
T2P 3G7

(403) 298-6111  
Telecopier: 298-6093, 7425

## NOTICE

December 1, 2000

**TO: GAS CONTRACTS ADMINISTRATION**

**RE: RENAISSANCE ENERGY (U.S.) INC.**

On August 25, 2000, Renaissance Energy Ltd., Husky Oil Operations Limited and Husky Oil Limited were amalgamated to form the corporation now called "Husky Oil Operations Limited."

As part of a reorganization of the Husky Energy Group of Companies, **Renaissance Energy (U.S.) Inc.** has assigned to **Husky Gas Marketing Inc.** all of its interests in agreements relating to the purchase and sale, marketing and transportation of crude oil, natural gas and natural gas liquids in the United States. Husky Gas Marketing Inc. has also been assigned certain U.S. crude marketing contracts entered into by the former Renaissance Energy Ltd. The effective date of the assignments is September 1, 2000.

Husky Gas Marketing Inc., a Delaware corporation, is a wholly owned subsidiary of Husky (U.S.A.), Inc., which is a wholly owned subsidiary of Husky Oil Operations Limited. Renaissance Energy (U.S.) Inc. is a subsidiary of Husky Oil Operations Limited.

For the delivery month **January 2001** and onwards all future correspondence, amendments, nominations, confirmations, and payments regarding contracts presently in the name of Renaissance Energy (U.S.) Inc. should now be issued in the name of, and tendered to, **Husky Gas Marketing Inc.** We ask that you please amend your records and contracts to reflect the foregoing assignment.

The addresses, telephone numbers, fax numbers and e-mail addresses for normal course business dealings with Husky and Renaissance business contacts are shown on the attached list of contacts.

If you have any questions, please do not hesitate to call Pat Cradock, Manager, Marketing Services, at (403) 750-1338, or Elsie Pedersen, Marketing Services Representative at (403) 750-1843.

Yours truly,  
**HUSKY GAS MARKETING INC.**

A handwritten signature in black ink, appearing to read "Don Mulrain".

**DON MULRAIN**  
General Manager, Midstream Commodity Marketing

CORPORATE ACCESS NUMBER: 208943258

**Alberta**

BUSINESS CORPORATIONS ACT

**CERTIFICATE  
OF  
AMALGAMATION**

**HUSKY OIL OPERATIONS LIMITED  
IS THE RESULT OF AN AMALGAMATION FILED ON 2000/08/25.**



# Amalgamate Alberta Corporation - Registration Statement

Service Request Number: 2270031  
Alberta Corporation Type: Named Alberta Corporation  
Legal Entity Name: HUSKY OIL OPERATIONS LIMITED  
French Equivalent Name:  
Nuans Number:  
Nuans Date:  
French Nuans Number:  
French Nuans Date:

## REGISTERED ADDRESS

Street: 39TH FLOOR, 707 - 8TH AVENUE S.W.  
Legal Description:  
City: CALGARY  
Province: ALBERTA  
Postal Code: T2P 1H5

## RECORDS ADDRESS

Street: 39TH FLOOR, 707 - 8TH AVENUE S.W.  
Legal Description:  
City: CALGARY  
Province: ALBERTA  
Postal Code: T2P 1H5

## ADDRESS FOR SERVICE BY MAIL

Post Office Box:  
City:  
Province:  
Postal Code:  
Internet Mail ID:

Share Structure: SCHEDULE 'A'  
Share Transfers Restrictions: SHARES OF THE CORPORATION MAY NOT BE TRANSFERRED WITHOUT THE APPROVAL OF THE BOARD OF DIRECTORS.  
Number Of Directors:  
Min Number Of Directors: 1  
Max Number Of Directors: 15  
Business Restricted To: NONE  
Business Restricted From: NONE

Other Provisions: SCHEDULE 'A'

Professional Endorsement  
 Provided:

Future Dating Required:

Registration Date: 2000/08/25

Director

Last Name: LAU  
 First Name: JOHN  
 Middle Name: C.S.  
 Street / Box Number: 707 - 8TH AVENUE S.W.  
 City: CALGARY  
 Province: ALBERTA  
 Postal Code: T2P 3G7  
 Country:  
 Appointment Date: 2000/08/25  
 Resident Canadian: Y  
 Named On Stat Dec:  
 Status: Active

Last Name: MCGEE  
 First Name: NEIL  
 Middle Name: D.  
 Street / Box Number: 707 - 8TH AVENUE S.W.  
 City: CALGARY  
 Province: ALBERTA  
 Postal Code: T2P 3G7  
 Country:  
 Appointment Date: 2000/08/25  
 Resident Canadian: Y  
 Named On Stat Dec: Y  
 Status: Active

Amalgamating Corporation - Registered In Alberta

Corporate Access Number	Legal Entity Name
208018481	RENAISSANCE ENERGY LTD.
208938290	HUSKY OIL LIMITED
208939967	HUSKY OIL OPERATIONS LIMITED



## NATURAL GAS MARKETING CONTACT LIST

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<b>Deborah Harshenin</b> – Administrative Assistant	(403) 298-6248	(403) 298-7425

### **MARKETING**

<b>Robert Sadee</b> – Manager, Natural Gas Marketing	<b>Telephone</b> (403) 298-6922	<b>Fax</b> (403) 298-6349
--	------------------------------------	------------------------------

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<b>Kirk Lundell</b> – Foothills, Northern Border, Great Lakes, TransGas & Michcon	(403) 298-7154	(403) 298-6349
<b>Judi Mailey</b> – TCPL, Union	(403) 750-1349	(403) 750-1811

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<b>Brad Ryan</b> – Marketing Representative, Upstream Marketing region – Alberta & Storage	(403) 298-6819	(403) 298-6349
<b>Blake Bradley</b> – Marketing Representative, Upstream Marketing region – Alberta & Saskatchewan	(403) 750-1902	(403) 750-1811

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*Market Pricing, Export Pipeline optimization and issues, Nymex and netback pricing*

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	<b>Telephone</b>	<b>Fax</b>
<b>Chuck Baumgart</b> – Manager, Downstream Marketing Marketing Region – Eastern Canada & US (Northeast)	(403) 750-1808	(403) 750-1811
<b>Teri Majer</b> – Marketing Representative, Downstream Marketing Region – US (Northeast)	(403) 750-1330	(403) 750-1811
<b>Dan Lapointe</b> – Marketing Representative, Downstream Marketing Region – US Midwest & California	(403) 298-6921	(403) 298-6349
<b>Helen Anderson</b> – Marketing Representative, Downstream Marketing Region – US Midwest	(403) 750-1364	(403) 750-1811

### **MARKETING SERVICES** For communication related to:

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<b>Marian Palin</b> – Marketing Services Representative	(403) 298-6792	(403) 298-6801



**Husky Gas Marketing Inc.**  
707 8th Avenue S.W.  
Box 6525, Station D  
Calgary, Alberta, Canada  
T2P 3G7

(403) 298-6111  
Telecopier: 298-6093, 7425

January 19, 2001

U.S. Department of Energy  
Office of Fossil Energy  
Office of Natural Gas & Petroleum  
Import and Export Activities  
FE-34, Room 3E-042  
1000 Independence Avenue S.W.  
Washington, DC 20585-0350

REC'D DOE/FE  
2001 JAN 30 P 4: 12

Attention: Mr. Cliff Tomaszewski

RE: Amalgamation Notice Husky-Renaissance Merger

Please be advised that Renaissance has merged with Husky Gas Marketing Inc. and effective January 1, 2001 production, all reporting will be submitted as Husky.

If further information is required, please contact the undersigned at (403) 750-1843.

Yours truly,

**HUSKY GAS MARKETING INC.**

Elsie M. Pedersen  
Marketing Services Representative

cc: Yvonne Caudillo - U.S. Doe

Encl.

# Husky Oil

Husky Gas Marketing Inc.  
707 8th Avenue S.W.  
Box 6525, Station D  
Calgary, Alberta, Canada  
T2P 3G7

(403) 298-6111  
Telecopier: 298-6093, 7425

## NOTICE

December 1, 2000

**TO: GAS CONTRACTS ADMINISTRATION**

**RE: RENAISSANCE ENERGY (U.S.) INC.**

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Yours truly,  
**HUSKY GAS MARKETING INC.**



**DON MULRAIN**  
General Manager, Midstream Commodity Marketing

CORPORATE ACCESS NUMBER: 208943258

**Alberta**

BUSINESS CORPORATIONS ACT

**CERTIFICATE**

**OF**

**AMALGAMATION**

**HUSKY OIL OPERATIONS LIMITED**  
IS THE RESULT OF AN AMALGAMATION FILED ON 2000/08/



# Amalgamate Alberta Corporation - Registration Statement

Service Request Number: 2270031  
Alberta Corporation Type: Named Alberta Corporation  
Legal Entity Name: HUSKY OIL OPERATIONS LIMITED  
French Equivalent Name:  
Nuans Number:  
Nuans Date:  
French Nuans Number:  
French Nuans Date:

## REGISTERED ADDRESS

Street: 39TH FLOOR, 707 - 8TH AVENUE S.W.  
Legal Description:  
City: CALGARY  
Province: ALBERTA  
Postal Code: T2P 1H5

## RECORDS ADDRESS

Street: 39TH FLOOR, 707 - 8TH AVENUE S.W.  
Legal Description:  
City: CALGARY  
Province: ALBERTA  
Postal Code: T2P 1H5

## ADDRESS FOR SERVICE BY MAIL

Post Office Box:  
City:  
Province:  
Postal Code:  
Internet Mail ID:

Share Structure: SCHEDULE "A"  
Share Transfers Restrictions: SHARES OF THE CORPORATION MAY NOT BE TRANSFERRED WITHOUT THE APPROVAL OF THE BOARD OF DIRECTORS.  
Number Of Directors:  
Min Number Of Directors: 1  
Max Number Of Directors: 15  
Business Restricted To: NONE  
Business Restricted From: NONE

Other Provisions: SCHEDULE 'A'

Professional Endorsement  
 Provided:

Future Dating Required:

Registration Date: 2000/08/25

Director

Last Name: LAU  
 First Name: JOHN  
 Middle Name: C.S.  
 Street / Box Number: 707 - 8TH AVENUE S.W.  
 City: CALGARY  
 Province: ALBERTA  
 Postal Code: T2P 3G7  
 Country:  
 Appointment Date: 2000/08/25  
 Resident Canadian: Y  
 Named On Stat Dec:  
 Status: Active

Last Name: MCGEE  
 First Name: NEIL  
 Middle Name: D.  
 Street / Box Number: 707 - 8TH AVENUE S.W.  
 City: CALGARY  
 Province: ALBERTA  
 Postal Code: T2P 3G7  
 Country:  
 Appointment Date: 2000/08/25  
 Resident Canadian: Y  
 Named On Stat Dec: Y  
 Status: Active

Amalgamating Corporation - Registered In Alberta

Corporate Access Number	Legal Entity Name
208018481	RENAISSANCE ENERGY LTD.
208938290	HUSKY OIL LIMITED
208939967	HUSKY OIL OPERATIONS LIMITED

**NATURAL GAS MARKETING CONTACT LIST**

<b>Don Mulrain</b> – General Manager	<b>Telephone</b> (403) 298-6222	<b>Fax</b> (403) 298-7425
<b>Deborah Harshenin</b> – Administrative Assistant	(403) 298-6248	(403) 298-7425

**MARKETING**
**Robert Sadee** – Manager, Natural Gas Marketing

<b>Telephone</b> (403) 298-6922	<b>Fax</b> (403) 298-6349
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**OPERATIONS** For communication related to:

Daily supply changes (well tie-ins, downtime, tests, plant turnarounds), Plant capacity information, Storage level management, Pipeline outages, Day trading.  
Contact as follows:

**Rick Sekida** - Manager, Natural Gas Logistics

<b>Telephone</b> (403) 298-6803	<b>Fax</b> (403) 298-6349
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**Ron Comfort** – Alberta & Storage

(403) 298-6172	(403) 298-6349
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**Derek Danyliw** – Westcoast, ATCO & Alliance

(403) 298-6868	(403) 298-6349
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**Kirk Lundell** – Foothills, Northern Border, Great Lakes, TransGas & Michcon

(403) 298-7154	(403) 298-6349
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**Judi Mailey** – TCPL, Union

(403) 750-1349	(403) 750-1811
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**UPSTREAM MARKETING** For communication related to:

Gas Pricing, Purchase/Sale Opportunities (fuel gas, plant gate, exchanges), Plant Optimization initiatives, Storage, Pipeline issues.  
Contact as follows:

**Doug Holgate** – Manager, Upstream Marketing

<b>Telephone</b> (403) 298-6969	<b>Fax</b> (403) 298-6349
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Marketing region – BC

**Brad Ryan** – Marketing Representative, Upstream

(403) 298-6819	(403) 298-6349
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Marketing region – Alberta &amp; Storage

**Blake Bradley** – Marketing Representative, Upstream

(403) 750-1902	(403) 750-1811
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Marketing region – Alberta &amp; Saskatchewan

**DOWNSTREAM MARKETING** For communication related to:

Market Pricing, Export Pipeline optimization and issues, Nymex and netback pricing  
Contact as follows:

**Chuck Baumgart** – Manager, Downstream Marketing

<b>Telephone</b> (403) 750-1808	<b>Fax</b> (403) 750-1811
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Marketing Region – Eastern Canada &amp; US (Northeast)

**Teri Majer** – Marketing Representative, Downstream

(403) 750-1330	(403) 750-1811
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Marketing Region – US (Northeast)

**Dan Lapointe** – Marketing Representative, Downstream

(403) 298-6921	(403) 298-6349
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Marketing Region – US Midwest &amp; California

**Helen Anderson** – Marketing Representative, Downstream

(403) 750-1364	(403) 750-1811
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Marketing Region – US Midwest

**MARKETING SERVICES** For communication related to:

All commodity contracting matters, including requests for new contracts and amendments to existing contracts, all regulatory matters including requests for permits, supply issues > month (existing as well as exploration/development plans), upstream pipeline transportation contracting and marketing analyses.  
Contact as follows:

**Pat Cradock** – Manager, Marketing Services

<b>Telephone</b> (403) 750-1338	<b>Fax</b> (403) 298-7425
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Contract requests, amendments and Regulatory Matters

**Kathy Robinson** – Marketing Services Representative

(403) 298-6974	(403) 298-6349
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Natural Gas Supply &amp; Transportation

**Elsie Pedersen** – Marketing Services Representative

(403) 750-1843	(403) 750-1811
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Contract Administration and Regulatory Permits

**Jackie Farrow** – Marketing Services Analyst

(403) 298-6771	(403) 298-6801
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**Marian Palin** – Marketing Services Representative

(403) 298-6792	(403) 298-6801
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UNITED STATES OF AMERICA  
DEPARTMENT OF ENERGY  
OFFICE OF FOSSIL ENERGY

APR 17 2001  
DOE/OFE/NGR

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HUSKY GAS MARKETING INC. )  
(Successor to Renaissance Energy (U.S.) Inc.) )

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FE DOCKET NO. 95-15-NG

ORDER TRANSFERRING LONG-TERM AUTHORIZATION  
TO IMPORT NATURAL GAS FROM CANADA

DOE/FE ORDER NO. 1037-B

On March 30, 1995, the Office of Fossil Energy (FE) of the Department of Energy (DOE) granted long-term authorization to Renaissance Energy (U.S.) Inc. (Renaissance) in DOE/FE Order No. 1037 <sup>1/</sup> to import from Canada up to 2,800 Mcf per day of natural gas for sale to Delmarva Power & Light Company beginning on March 30, 1995, and extending through November 1, 2004.

On January 5, 2001, the Office of Fossil Energy was notified by Husky Gas Marketing Inc. (Husky) that on August 25, 2000, Renaissance Energy Ltd., Husky Oil Operations Limited and Husky Oil Limited were amalgamated to form the corporation now called Husky Oil Operations Limited.

Husky states that as part of the reorganization of the Husky Energy Group of Companies, Renaissance has assigned to Husky all of its interests in agreements relating to the purchase and sale, marketing and transportation of crude oil, natural gas and natural gas liquids in the U.S.




Renaissance Energy Ltd. The effective date of the assignment is September 1, 2000.

Husky, a Delaware corporation, is a wholly-owned subsidiary of Husky (U.S.A.), Inc., which is a wholly-owned subsidiary of Husky Oil Operations Limited. Renaissance is a subsidiary of Husky Oil Operations Limited.

Accordingly, pursuant to section 3 of the Natural Gas Act, the import authorization granted by DOE/FE Order No. 1037 is transferred from Renaissance Energy (U.S.) Inc. to Husky Gas Marketing Inc. All terms and conditions in Order 1037 shall remain in full force and effect.

Issued in Washington, D.C., on April 17, 2001.



Clifford P. Tomaszewski  
Manager, Natural Gas Regulation  
Office of Natural Gas & Petroleum  
Import & Export Activities  
Office of Fossil Energy