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October 30, 1998

BY HAND

Mr. John Glynn
Manager, Natural Gas Regulations
U.S. Department of Energy
Office of Natural Gas and Petroleum Importing
and Exporting Activities
1000 Independence Avenue, S.W.
Room 3H087
Washington, D.C. 20001

REC-1110 PD 3:59
REC'D REC/FE

Dear Mr. Glynn:

Enclosed for filing on behalf of Renaissance (U.S.) Inc. are an original and 15 copies of an Application for Authorization to Import, on a long-term basis, Natural Gas from Canada into the United States. Also enclosed is a check in the amount of \$50.00 as the filing fee for the Application.

Please contact me if you have any questions regarding this matter.

Very truly yours,

Bracewell & Patterson, L.L.P.



Charles H. Shoneman

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

CHS/will
Enclosures
98806.01

UNITED STATES OF AMERICA
BEFORE THE
DEPARTMENT OF ENERGY
OFFICE OF FOSSIL ENERGY

REC'D DOE/FE
OCT 30 P 3:59

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

DOCKET NO. FE98-85-NG

APPLICATION OF RENAISSANCE ENERGY (U.S.) INC.
FOR LONG-TERM AUTHORIZATION TO
IMPORT NATURAL GAS FROM CANADA

Communications with respect to this Application
should be addressed to:

Charles H. Shoneman, Esq.
Ms. Tracey L. Bradley
Bracewell & Patterson, L.L.P.
A Registered Limited Liability Partnership
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Patricia M. Cradock
Renaissance Energy (U.S.) Inc.
Manager, Marketing Contracts & Regulatory
3000, 425 First Avenue, S.W.
Calgary, Alberta T2P 3L8
(403) 750-1338

October 30, 1998

II.
BACKGROUND

Renaissance U.S. is a corporation organized under the laws of the State of Delaware, with its principal place of business at Suite 3000, 425 First Street S.W., Calgary, Alberta Canada T2P 3L8. Renaissance is owned by Renaissance Energy Ltd., a private corporation organized under the laws of the Province of Alberta, Canada, with its principal place of business in Calgary, Alberta. Renaissance is actively engaged in the business of purchasing natural gas from Renaissance Energy Ltd. and reselling that gas throughout the United States. Renaissance Energy Ltd. is engaged in the business of producing and selling natural gas in Canada.

III.
AUTHORIZATION REQUESTED

Renaissance U.S. requests authorization to import up to 23,404 Mcf of natural gas per day (as adjusted for fuel, line loss and imbalances), on a long term basis from the date of initial deliveries under the authorization sought herein until November 1, 2008. As confirmed in the attached Exhibit "A", importation of natural gas from Canada is within Renaissance U.S.' corporate powers.

The natural gas to be imported will become a part of Renaissance U.S.' supplies to be sold to markets off the pipeline system of National Fuel Gas Supply Corporation ("National Fuel"). The sales off National Fuel will be made at market-based prices, which will be negotiated at the time of the sale. The Office of Fossil Energy ("OFE") has previously approved natural gas imports for similar sales by other companies. *See, e.g., TransCanada Gas Services Inc.*, 1 FE ¶ 71,558 (1998); *Enron Capital & Trade Resources Corp.*, 1 FE ¶ 71,555 (1998); *ProGas U.S.A., Inc.*, 1 FE ¶¶ 71,480, 71,484, 71,485 (1997). In connection with its gas purchase agreement, Renaissance U.S.

has agreed to take winter firm transportation service on National Fuel's pipeline system for a primary term of ten (10) years commencing November 1, 1998.¹ Interruptible transportation service or firm transportation service acquired through capacity release will be used during the summer months.

Renaissance U.S. will purchase the gas to be sold to the markets off National Fuel from Renaissance Energy Ltd. at the United States/Canada international border at Niagara Falls, New York. Renaissance U.S. and Renaissance Energy Ltd. are parties to a long-term natural gas sales agreement dated March 15, 1998, a copy of which is attached hereto as Exhibit "B".

The natural gas associated with this application will be sourced in Alberta. Renaissance Energy Ltd. will ship the gas through Canada on the pipeline facilities of NOVA Gas Transmission Ltd. to the interconnect with the facilities of TransCanada PipeLines Limited ("TCPL") at or near Empress, Alberta. The natural gas will then be transported by TCPL to the Canada-United States international border at Niagara Falls, Ontario. At Niagara Falls, Ontario, Renaissance Energy Ltd. will sell the gas to Renaissance U.S. and Renaissance U.S. will import the gas into the United States. Renaissance U.S. will ship the gas from Niagara Falls, New York using capacity on the National Fuel pipeline system.

¹Imports of natural gas that are made by Renaissance U.S. for shipment on National Fuel's system and that occur prior to the date of initial deliveries under the long-term authorization sought herein will be made pursuant to Renaissance U.S.' short-term blanket import authorization.

IV.
PUBLIC INTEREST

The Energy Policy Act provides that the importation of natural gas from a nation with which there is in effect a free trade agreement shall be deemed to be within the public interest, and that applications for such importation shall be granted without modification or delay.² Because Renaissance U.S.'s application is for the importation of natural gas from Canada, a nation with which the United States has a free trade agreement, Renaissance U.S. submits that its application is consistent with the public interest.

V.
REPORTING REQUIREMENTS

With respect to the imports made pursuant to the long-term authorization requested herein, within two weeks after deliveries begin under the long-term authorization, Renaissance U.S. will notify the Office of Fuels Programs ("OFP") in writing of the date that the first import of natural gas occurred. Additionally, Renaissance U.S. will file with the OFP within thirty (30) days following each calendar quarter, a quarterly report showing by month the total volume imported and the average purchase price per MMBtu of gas paid at the international border. The price information for a particular month will include such information as OFE may require to be filed.

²*Energy Policy Act of 1992, Title II - Natural Gas, Pub. L. No. 102-486 (1992).*

VI.
CONCLUSION

WHEREFORE, for the foregoing reasons Renaissance U.S. respectfully requests that the OFE expeditiously consider the instant application and pursuant to section 3 of the NGA, as amended by section 201 of the Energy Policy Act, grant the requested long-term import authorization. Renaissance U.S. submits that a grant of such authorization would be consistent with the public interest.

Respectfully submitted:

Renaissance Energy (U.S.) Inc.



Charles H. Shoneman, Esq.
Bracewell & Patterson, L.L.P.
2000 K Street, N.W.
Suite 500
Washington, D.C. 20006
(202) 828-5800

Attorney for
Renaissance Energy (U.S.) Inc.

October 30, 1998

#96048.01

EXHIBIT "A"

BRACEWELL & PATTERSON, L.L.P.
ATTORNEYS AT LAW

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Mr. John Glynn
Manager, Natural Gas Regulations
U.S. Department of Energy
Office of Natural Gas and Petroleum Importing
and Exporting Activities
1000 Independence Avenue, S.W.
Room 3H087
Washington, D.C. 20001

Re: Long-term Blanket Application to Import Natural Gas from Canada by Renaissance Energy (U.S.) Inc., Docket No. FE98-____-NG

Dear Mr. Glynn:

As counsel for Renaissance Energy (U.S.) Inc. (the "Company"), Applicant in the referenced proceeding, based on representations of an officer of the Company about the Company's Certificate of Incorporation, the By Laws of the Company, and Minutes of the Directors Meetings, and our review of such other documents and information as we have deemed necessary, this is 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.



Charles H. Shoneman

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

EXHIBIT "B"

GAS SALES CONTRACT
BETWEEN
RENAISSANCE ENERGY LTD.
AND
RENAISSANCE ENERGY (U.S.) INC.

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GAS SALES CONTRACT

THIS GAS SALES CONTRACT is made as of the 15th day of March, 1998.

BETWEEN

RENAISSANCE ENERGY LTD. an Alberta corporation ("Seller"), and

RENAISSANCE ENERGY (U.S.) INC., a Delaware corporation ("Buyer"),
collectively referred to as Parties and singularly as Party.

Recitals:

1. Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, a firm supply of Gas, produced from Seller's Alberta gas reserves under the terms and conditions hereinafter set forth; and
2. Seller and Buyer intend to commence Gas deliveries and receipts under this Agreement on November 1, 1998, contingent upon the satisfaction or waiver of the Conditions Precedent set forth herein.

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:

"AEUB" shall mean the Alberta Energy and Utilities Board, and its successors.

"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, and "MMBtu" shall mean 1,000,000 Btus.

"Business Day" shall mean any Day except Saturday, Sunday, statutory holidays and any other Day on which federal banks in Canada and the United States are closed.

"Buyer's First Transporter" shall mean NFG.

"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 permit from the AEUB ("Removal Permit"); and
- (ii) a long term licence from the NEB ("Export Licence").

"Contract" shall mean this agreement, and all written amendments from time to time signed by the Parties.

"Contract Price" shall have the meaning ascribed to it in Section 5.1.

"Contract Year" shall mean a period of 12 consecutive Months beginning on the first Day of November and ending on the first Day of November next following. The first Contract Year shall begin on the Date of First Delivery and end on the first Day of November next following.

"Date of First Delivery" shall mean the later of November 1, 1998, the in-service date of the NFG Service Agreement, or the in-service date of the TCPL Service Agreement.

"Day" shall mean a period of 24 consecutive hours, beginning and ending at 8:00 a.m. Mountain Standard Time.

"Delivery Point" shall mean the interconnection of the pipeline systems of TCPL and NFG at or near Niagara Falls, Ontario ("Niagara").

"Dollars" or "\$" shall mean the lawful currency of the United States unless otherwise indicated.

"Empress" shall mean the interconnection of the pipeline systems of NOVA and TCPL at or near Empress, Alberta, downstream of the liquids extraction facilities.

"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 the Transporters.

"Interest" means interest at the rate per annum equal to the prime lending rate for large United States commercial banks published from time to time in the Wall Street Journal under the section called "Money Rates" for commercial Dollar loans, plus 2%.

"Maximum Daily Quantity" or "MDQ" shall mean a quantity of Gas equal to 23,000 MMBtus per Day, plus the quantity of fuel required by NFG to transport the MDQ from Niagara to Leidy.

"Month" shall mean a period beginning on the first Day of a calendar month and ending on the first Day of the next succeeding calendar month.

"NEB" shall mean the National Energy Board (Canada), and its successors.

"NFG" shall mean National Fuel Gas Supply Corporation, and its successors.

"NFG Service Agreement" shall mean the transportation service agreement between NFG and Buyer required to transport, on a firm basis, the MDQ on the NFG pipeline system to be constructed from the Delivery Point to Leidy, Pennsylvania ("Leidy") for the Term.

"NOVA" shall mean NOVA Gas Transmission Ltd., and its successors.

"TCPL" shall mean TransCanada PipeLines Limited, and its successors.

"TCPL Service Agreement" shall mean the transportation service agreement between TCPL and Seller sufficient to transport, on a firm basis, the MDQ on TCPL's pipeline system from Empress to the Delivery Point for the Term.

"Term" shall have the meaning ascribed to it in subsection 4.1.

"Transporters" shall mean some or all of NOVA, TCPL, and NFG, and "Transporter" shall mean any one of them, in each case as the context requires.

"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 PRECEDENT

2.1 Conditions Precedent

The obligations of each of Seller and Buyer under this Contract are subject to the satisfaction or waiver of each of the following conditions (in accordance with the terms of this Article II):

- (a) Seller obtaining all Canadian Regulatory Approvals required pursuant to this Contract for the Term; and
- (b) Seller obtaining the TCPL Service Agreement and being entitled to commence shipping the MDQ on a firm basis thereunder; and

- (c) Buyer obtaining the NFG Service Agreement and being entitled to commence shipping the MDQ on a firm basis thereunder; and
- (d) Buyer obtaining all United States Regulatory Approvals required pursuant to this Contract for the Term.

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 shall file applications for the required Canadian Regulatory Approvals by April 30, 1998.
- (b) Buyer shall file all applications for the required United States Regulatory Approvals by April 30, 1998.
- (c) TCPL and NFG facilities shall be completed and in-service by the Date of First Delivery.

2.3 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, or have been waived by the Parties in accordance with Section 2.4.

2.4 Failure to Complete Conditions Precedent

In the event that any of the conditions precedent are not satisfied by the Party charged with the responsibility for the satisfaction of such condition or waived (by both Parties) by the applicable date specified in Section 2.2, then, at any time following such date and until such time as the condition precedent 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 precedent, 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.

2.5 Commencement of Obligations

Delivery, purchase, payment and all other obligations under this Contract, other than those in Article II, 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. In the event the conditions have not been completed or waived then this Contract shall terminate effective November 1, 1999.

**ARTICLE III
GAS SUPPLY AND PURCHASE OBLIGATIONS; NOMINATIONS**

3.1 Obligations

Commencing on the Date of First Delivery and subject to the terms and conditions of this Contract, (1) Buyer shall on each Day during the Term nominate, take and purchase from Seller a quantity of Gas equal to the MDQ, and (2) Seller shall, on each Day during the Term deliver and sell to Buyer, a quantity of Gas not exceeding the MDQ, to the extent nominated by Buyer.

3.2 Nomination Procedure

Buyer shall make a nomination to Seller for each Month at least 48 hours prior to the latest time that Seller can give its nomination to utilize firm transportation service pursuant to Seller's TCPL Service Agreement on the first Day of the Month. Any Monthly nomination, or any change to that nomination during the Month shall remain in effect until subsequently changed by Buyer. Seller shall be responsible for all nominations with Transporters upstream of the Delivery Point and Buyer shall be responsible for all nominations with Transporter(s) at and downstream of the Delivery Point.

3.3 Maintenance of Authorizations and Arrangements

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

**ARTICLE IV
TERM OF CONTRACT**

4.1 Term

This Contract shall commence on the date hereof and shall, subject to any provisions relating to earlier termination, continue in full force and effect until the first Day of November, 2008 ("Term"), and thereafter on a continuing basis, subject to availability of transportation and regulatory authorizations, until terminated by either Party upon sixty (60) Days written prior notice to the other Party.

**ARTICLE V
RATES AND CHARGES**

5.1 Monthly Charges

For each MMBtu of Gas delivered from and after the Date of First Delivery, Buyer shall pay Seller a Contract Price equal to the price Buyer receives from selling the Gas at Leidy, less the transportation charges on NFG.

**ARTICLE VI
RESERVES FOR REQUIRED AUTHORIZATIONS**

6.1 Reserves

Seller shall submit sufficient Alberta Gas reserves to both the AEUB and the NEB in support of its applications for a Removal Permit and Export License as contemplated in Section 2.1. The submission of reserves to the AEUB 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 Seller's Remedies

If Buyer fails to nominate, take and purchase the MDQ each Day, and such failure to purchase is not excused or permitted under this Contract, then Buyer shall pay to Seller a dollar amount calculated as the product of (i) the difference, if positive, between the Contract Price less the price obtained by Seller as a result of selling the Gas to a third party purchaser or purchasers, plus any adjustments for transportation costs and fuel, and (ii) the difference between the MDQ and the quantity of Gas actually nominated for and purchased by Buyer each day. Seller agrees to use reasonable efforts in reselling the Gas so as to mitigate Buyer's obligations under this Section 7.1.

7.2 Buyer's Remedies

If Seller fails to deliver the MDQ each Day to the extent nominated for by Buyer, and such failure to deliver is not excused or permitted under this Contract, then Seller shall pay to Buyer a dollar amount calculated as the product of (i) the difference, if positive, between the price per MMBtu paid by Buyer for replacement Gas, plus any adjustment for transportation and fuel costs incurred by Buyer to receive such replacement Gas, less the Contract Price and (ii) the difference between Buyer's nomination, up to the MDQ, and the quantity of Gas actually delivered by Seller. Buyer agrees to use reasonable efforts in purchasing such replacement gas so as to minimize Seller's obligations to Buyer under this Section 7.2.

7.3 Limitation

The remedies provided for in this Article represent the sole and exclusive remedies available to Buyer and Seller in the event that Seller fails to deliver or Buyer fails to nominate and purchase or take delivery of Gas under and in accordance with the terms of this Contract.

**ARTICLE VIII
TITLE; TRANSPORTATION; DELIVERY POINT**

8.1 Title

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

8.2 Transportation

Seller shall arrange for firm transportation service on NOVA and TCPL to deliver the Gas to the Delivery Point, and Buyer shall arrange for firm transportation on NFG to receive such Gas, and to transport such Gas to Leidy on a firm daily basis. For the Term of this Contract, each Party is obligated to maintain firm transportation service with its respective Transporter(s) to ensure the delivery and receipt of the Gas to be sold and purchased hereunder.

8.3 Taxes

Seller warrants the title to all Gas purchased and sold hereunder and that it has the 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 or handling of the Gas prior to 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 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, district, municipal or other 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 or claims 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 and other charges 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 TCPL's approved tariff. 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 TCPL's tariff, Buyer recognizing that Gas delivered at the Delivery Point will be from a commingled stream.

**ARTICLE X
BILLING AND PAYMENT**

10.1 Monthly Statement

Not later than the 15th Day of each Month, Seller shall provide to Buyer a statement ("Monthly Statement") setting forth the quantity of Gas delivered at the Delivery Point during the preceding Month, the amount payable by Buyer for such Gas, and any other amounts due from Buyer to Seller hereunder. 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 Contract Price.

10.2 Payment Provisions

Buyer shall make payment to Seller by the 25th Day of the Month following the Month of delivery, 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 10.4. 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

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 change shall notify the other Party in writing within 20 Days of such discovery. If such change 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 the Party required to make payment, 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 Currency Conversions

Any necessary conversions from either United States or Canadian currency with respect to any charges or other amounts 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.

11.2 Notice of Force Majeure

The Party claiming suspension of its obligations pursuant to this Article XI shall promptly give the other Party notice of the Force Majeure and shall promptly remedy the cause of the Force Majeure insofar as it is reasonably able to do so and promptly notify the other Party upon doing so, provided that the terms of the settlement of any strike, lockout or other industrial disturbance shall be wholly in the discretion of the Party claiming suspension of its obligations hereunder. The obligations of Seller and Buyer shall, to the extent affected by the Force Majeure occurrence, be suspended for the duration of the Force Majeure.

11.3 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 prevents any delivery or receipt of the MDQ, and which lasts for 45 consecutive Days, provided the Force Majeure condition was not remedied within the notice period.

**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

This Agreement shall inure to the benefit of and be binding upon the Parties and the successors and assigns of the Parties hereto provided that neither Party shall assign this Agreement or any rights hereunder to a non-affiliated person without first having obtained the written consent of the other Party which consent shall not be unreasonably withheld. Any assignment to an affiliate will not release the assigning Party from its obligations hereunder unless otherwise specifically agreed to by the other Party.

**ARTICLE XIV
MISCELLANEOUS PROVISIONS**

14.1 Waiver

No waiver by Buyer or Seller of any default of the other under this Contract shall operate as a waiver unless given in writing nor shall any such waiver constitute a waiver of any or all of such Party's rights with respect to all prior or subsequent obligations of the other Party.

14.2 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 the time the matter arose.

14.3 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.

14.4 Notices

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

Attention: Vice-President, Marketing
Telephone: (403) 750-1400
Facsimile: (403) 750-1811

Billing and Payments: Wire Transfer Information specified on Invoice

Gas Operations: Attention: Gas Supply Operations
Telephone: (403) 750-1400
Facsimile: (403) 750-1811

BUYER:

Notices: Renaissance Energy (U.S.) Inc.
300, 425 First Street S.W.
Calgary, AB T2P 3L8

Attention: Vice-President, Marketing
Telephone: (403) 750-1400
Facsimile: (403) 750-1811

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.

14.5 Choice of Laws

This Contract shall be construed in accordance with the laws of the Province of Alberta, 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 Province of Alberta at Calgary shall have exclusive jurisdiction in relation to any legal proceedings arising in connection with this Contract.

14.6 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.

14.7 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.

14.8 Time

Time shall be of the essence in this Contract.

14.9 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.

14.10 "Hereof Etc."

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

14.11 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.

14.12 Inurement

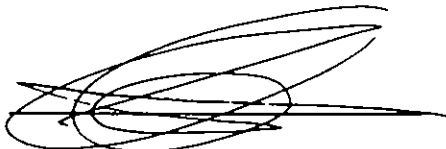
This Contract shall be binding upon the Parties, their successors, and permitted assigns, and shall inure to the benefit of the Parties and their successors and permitted assigns.

14.13 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) obtain transportation, (2) allow for routine audit procedures or to enforce the terms hereof, (3) comply with reporting obligations under applicable federal, provincial or state laws, and (4) obtain any necessary federal, provincial or state regulatory approvals required hereunder, or by consent of both Parties.

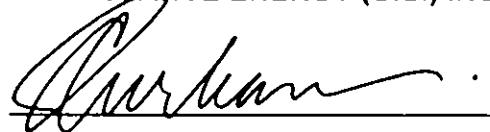
IN WITNESS WHEREOF, the Parties hereto have, by their duly authorized officers, executed this Contract to be effective as of the date first hereinabove written.

RENAISSANCE ENERGY LTD.



CLAYTON H. WOITAS
PRESIDENT & C.E.O.

RENAISSANCE ENERGY (U.S.) INC.



JOHN A. CURKAN
VICE PRESIDENT, MARKETING

UNITED STATES OF AMERICA
DEPARTMENT OF ENERGY
OFFICE OF FOSSIL ENERGY

DOE/FE
NOV 02 1998 P 4:07

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

FE DOCKET NO. 98-85-NG

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

DOE/FE ORDER NO. 1432

NOVEMBER 02, 1998

I. DESCRIPTION OF REQUEST

On October 30, 1998, 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)^{1/} and DOE Delegation Order Nos. 0204-111 and 0204-127, requesting authorization to import from Canada up to 23,404 Mcf of natural gas per day from November 1, 1998, through October 31, 2008. Renaissance U.S., a corporation organized under the laws of the State of Delaware, with its principal place of businesses in Calgary, Alberta, is a wholly-owned subsidiary of Renaissance Energy Ltd. (Renaissance Ltd.), a Canadian corporation. Renaissance U.S. will purchase the gas from Renaissance Ltd. in accordance with a gas sale contract dated March 15, 1998, for resale to markets off the pipeline system of National Fuel Gas Supply Corporation (National Fuel).

The imported natural gas will be transported through the facilities of NOVA Gas Transmission Ltd. to its interconnection with the facilities of TransCanada PipeLines Limited (TCPL) at or near Empress, Alberta. TCPL will then transport the natural gas to the international border at Niagara Falls, Ontario, (Niagara Falls, New York) from where the gas will be shipped using capacity on National Fuel.

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

^{1/} 15 U.S.C. § 717b.

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 from Canada up to 23,404 Mcf per day of natural gas from November 1, 1998, through October 31, 2008.


B. This natural gas shall be imported at Niagara Falls, New York, pursuant to the terms of the Gas Sales Contract between Renaissance Energy Ltd. and Renaissance U.S. dated March 15, 1998, filed in this proceeding.

C. With respect to the natural gas imports authorized by this Order, Renaissance U.S. shall file with the Office of Natural Gas & Petroleum Import and Export Activities, within 30 days following each calendar quarter, a quarterly report indicating by month the volumes and prices of natural gas imported pursuant to this Order. If no imports have been made, a report of "no activity" for that calendar quarter must be filed. If import have occurred, Renaissance U.S. must report the total volumes (in Mcf) and the average price of gas per MMBtu paid to Renaissance Ltd. at the international border. The monthly price information shall itemize separately the monthly demand and commodity charges, and, if applicable, reservation fees. With respect to the gas being imported, Renaissance U.S. shall indicate by month the volumes in Mcf being resold by State.

D. The first quarterly report required by Order Paragraph C of this Order is due no later than January 30, 1999, and should cover the period from November 1, 1998, until the end of the fourth calendar quarter, December 31, 1998.

E. The quarterly reports required by Order Paragraph C of this Order shall be filed with the Office of Natural Gas & Petroleum Import and Export Activities, Fossil Energy, Room 3E-042, FE-034, Forrestal Building, 1000 Independence Avenue, S.W. Washington, D.C., 20585.

Issued in Washington, D.C., on November 02, 1998.



John W. Glynn
Manager, Natural Gas Regulation
Office of Natural Gas & Petroleum
Import and Export Activities
Office of Fossil Energy

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

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

REC'D DOE/FE
5005
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.

EE DOCKET	DOE/FE	IMPORT/EXPORT	
99-02-NG	1454	Short Term Blanket	
94-37-NG	952	AmGas	
95-15-NG	1037	Delmarva	
98-85-NG	1432	on National Fuel Gas to Leidy	
94-65-NG	977	Northern Utilities	
94-64-NG	978	Bay State Gas	

20:11 V 51:33 PM
 21/200 DOE/FE



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.

RECEIVED
A 11: 21

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

FOR THE ACCOUNT OF:
HUSKY GAS MARKETING INC.

U.S. Dollar Payments:

Wire Transfer Instructions:

Originating In Canada Canadian Imperial Bank of Commerce
309- 8th Avenue S.W.
Calgary, Alberta
Transit #: 0010-0009

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

Originating Outside Canada Bank of America NT & SA
Route Through Fedwire To: One World Trade Center (10th 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- 8th 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

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

MARKETING

Robert Sadee – Manager, Natural Gas Marketing	Telephone (403) 298-6922	Fax (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:

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

Doug Holgate – Manager, Upstream Marketing Marketing region – BC	Telephone (403) 298-6969	Fax (403) 298-6349
Brad Ryan – Marketing Representative, Upstream Marketing region – Alberta & Storage	(403) 298-6819	(403) 298-6349
Blake Bradley – 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:

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

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

UNITED STATES OF AMERICA
DEPARTMENT OF ENERGY
OFFICE OF FOSSIL ENERGY

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

FE DOCKET NO. 98-85-NG

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

DOE/FE ORDER NO. 1432-A

On November 2, 1998, 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. 1432 ^{1/} to import from Canada up to 23,404 Mcf per day of natural gas beginning on November 1, 1998, and extending through October 31, 2008.

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.

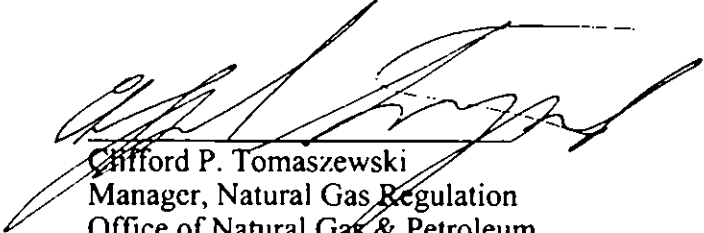
Husky states that as part of the reorganization of the Husky Energy Group of Companies, Renaissance has assigned to Husky all of its interests in agreements relating to the purchase and sale, marketing and transportation of crude oil, natural gas and natural gas liquids in the U.S. Husky has also been assigned certain U.S. crude marketing contracts entered into by the former Renaissance Energy Ltd. The effective date of the assignment is September 1, 2000.

^{1/} 2 FE ¶ 70,257.

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. 1432 is transferred from Renaissance Energy (U.S.) Inc. to Husky Gas Marketing Inc. All terms and conditions in Order 1432 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

 **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

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.



Elsie M. Pedersen
Marketing Services Representative

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.

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.

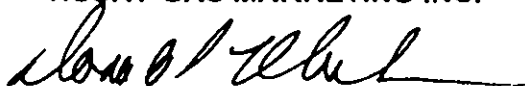
Husky Gas Marketing Inc., a Delaware corporation, is a wholly owned subsidiary of Husky (U.S.A.), Inc., which is a wholly owned subsidiary of Husky Oil Operations Limited. Renaissance Energy (U.S.) Inc. is a subsidiary of Husky Oil Operations Limited.

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

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

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

MARKETING

Robert Sadee – Manager, Natural Gas Marketing	Telephone	Fax
	(403) 298-6922	(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:

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

Doug Holgate – Manager, Upstream Marketing	Telephone	Fax
Marketing region – BC	(403) 298-6969	(403) 298-6349
Brad Ryan – Marketing Representative, Upstream		
Marketing region – Alberta & Storage	(403) 298-6819	(403) 298-6349
Blake Bradley – 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:

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

Pat Cradock – Manager, Marketing Services	Telephone	Fax
Contract requests, amendments and Regulatory Matters	(403) 750-1338	(403) 298-7425
Kathy Robinson – Marketing Services Representative		
Natural Gas Supply & Transportation	(403) 298-6974	(403) 298-6349
Elsie Pedersen – Marketing Services Representative		
Contract Administration and Regulatory Permits	(403) 750-1843	(403) 750-1811
Jackie Farrow – Marketing Services Analyst		
Marian Palin – Marketing Services Representative	(403) 298-6771	(403) 298-6801
	(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 19 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 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

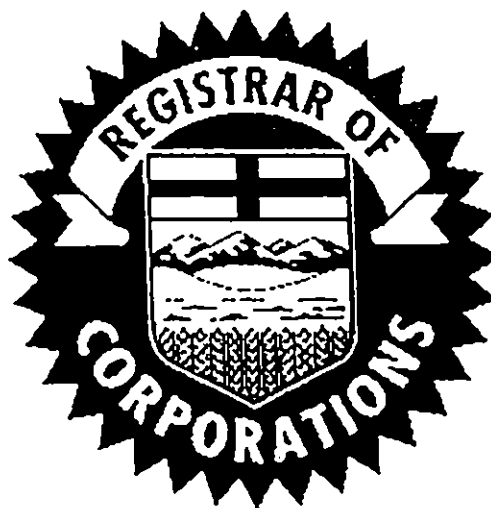
CORPORATE ACCESS NUMBER: 208943258

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

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

MARKETING

Robert Sadee – Manager, Natural Gas Marketing	Telephone	Fax
	(403) 298-6922	(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:

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

Doug Holgate – Manager, Upstream Marketing	Telephone	Fax
Marketing region – BC	(403) 298-6969	(403) 298-6349
Brad Ryan – Marketing Representative, Upstream	(403) 298-6819	(403) 298-6349
Marketing region – Alberta & Storage		
Blake Bradley – Marketing Representative, Upstream	(403) 750-1902	(403) 750-1811
Marketing region – Alberta & 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	Telephone	Fax
Marketing Region – Eastern Canada & US (Northeast)	(403) 750-1808	(403) 750-1811
Teri Majer – Marketing Representative, Downstream	(403) 750-1330	(403) 750-1811
Marketing Region – US (Northeast)		
Dan Lapointe – Marketing Representative, Downstream	(403) 298-6921	(403) 298-6349
Marketing Region – US Midwest & California		
Helen Anderson – Marketing Representative, Downstream	(403) 750-1364	(403) 750-1811
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	Telephone	Fax
Contract requests, amendments and Regulatory Matters	(403) 750-1338	(403) 298-7425
Kathy Robinson – Marketing Services Representative	(403) 298-6974	(403) 298-6349
Natural Gas Supply & Transportation		
Elsie Pedersen – Marketing Services Representative	(403) 750-1843	(403) 750-1811
Contract Administration and Regulatory Permits		
Jackie Farrow – Marketing Services Analyst	(403) 298-6771	(403) 298-6801
Marian Palin – Marketing Services Representative	(403) 298-6792	(403) 298-6801