

BIOGAS 2 TRANSPORTATION GAS SERVICE CONTRACT

THIS BIOGAS 2 TRANSPORTATION GAS SERVICE CONTRACT, made as of the ____ day of _____, 20__.

BETWEEN:

TRANS QUÉBEC & MARITIMES PIPELINE INC.
a Canadian corporation
("Company")

OF THE FIRST PART

AND:

("Customer")

OF THE SECOND PART

WITNESSES THAT:

WHEREAS Company operates a natural gas transmission system in the Province of Québec;

WHEREAS Customer has requested and Company has agreed to receive and transport Refined Biogas in its pipeline system;

Insert A (as set out in Appendix 1) if there is a Backstopping Agreement

NOW THEREFORE THIS GAS SERVICE CONTRACT WITNESSES THAT, in consideration of the covenants and agreement herein contained, the parties hereto covenant and agree as follows:

ARTICLE I - DEFINITIONS

1.1 Receipt Point: point at which the Refined Biogas is to be delivered by Customer to Company

1.2 Delivery Point: point at which the gas is to be delivered by Company for Customer

ARTICLE II - VOLUME

- 2.1** The volume of Refined Biogas delivered by Customer to Company at the Receipt Point shall not exceed _____ 10³m³ per day ("Contract Demand").

ARTICLE III – RECEIPT AND DELIVERY POINTS

- 3.1** The Receipt Point and the Delivery Point pursuant to this Gas Service Contract are specified in Exhibit "1" attached hereto and made part hereof.

ARTICLE IV - TARIFF

- 4.1** For all volumes of Refined Biogas delivered by Customer to Company at the Receipt Point, Customer shall pay an amount in accordance with the BGT2 Toll Schedule and the Other Services GT&C of Company as filed with the CER as the same may be hereafter amended or superseded pursuant to the *CER Act* or any other applicable law. The said Other Services GT&C are made a part of this Gas Service Contract.

ARTICLE V – COMMENCEMENT OF SERVICE

Insert B (as set out in Appendix 1) if there is a Backstopping Agreement

or

Insert C (as set out in Appendix 1) if there is no Backstopping Agreement

ARTICLE VI – TERM OF CONTRACT

- 6.1** This Gas Service Contract shall be effective from the date hereof and shall continue until the ___ day of _____, 20__ ("Term").

ARTICLE VII - NOTICES

- 7.1** Any notice, request, demand, statement or bill (for the purpose of this paragraph, collectively referred to as "Notice") to or upon the respective parties hereto shall be in writing and shall be directed as follows:

IN THE CASE OF COMPANY:

TRANS QUÉBEC & MARITIMES PIPELINE INC.

mailing address:

delivery address:

Attention:

Email:

IN THE CASE OF CUSTOMER:

mailing address:

delivery address:

Attention:

Email:

Notice may be given by fax or other electronic means, as determined by Company and posted on Company's website, and any such Notice shall be deemed to be given four (4) hours after transmission. Notice may also be given by personal delivery or by courier and any such Notice shall be deemed to be given at the time of delivery. Any Notice may also be given by prepaid mail and any such Notice shall be deemed to be given four (4) days after mailing, Saturdays, Sundays and statutory holidays excepted. In the event regular mail service, courier service, fax or other electronic means shall be interrupted by a cause beyond the control of the parties hereto, then the party sending the Notice shall utilize any service that has not been so interrupted to deliver such Notice, including but not limited to telephone. To be deemed to be Notice, any notice given by telephone shall be followed immediately by personal delivery, courier, prepaid mail, fax or other electronic means, and any Notice so given shall be deemed

to be given as of the date and time of the telephone call. Each party shall provide Notice to the other of any change of address for the purposes hereof.

ARTICLE VIII - MISCELLANEOUS PROVISIONS

- 8.1** The headings used throughout this Gas Service Contract, the BGT2 Toll Schedule, the List of Tolls, and the Other Services GT&C are inserted for convenience of reference only and are not to be considered or taken into account in construing the terms or provisions thereof nor to be deemed in any way to qualify, modify or explain the effect of any such provisions or terms.
- 8.2** This Gas Service Contract shall be construed and applied, and be subject to the laws of the Province of Québec, and, when applicable, the laws of Canada, and shall be subject to the rules, regulations and orders of any regulatory or legislative authority having jurisdiction.
- 8.3** No default in the performance of any of the obligations of Company or Customer under this Gas Service Contract shall operate to terminate this Gas Service Contract nor, except as specifically provided in this Gas Service Contract, relieve the party in default from due compliance with its obligations hereunder.
- 8.4** The occurrence of any of the following events shall constitute a default towards a party and this Gas Service Contract can be terminated by one of the parties upon simple notice, with prejudice to all its rights and recourses:
- a) an act of bankruptcy, as defined by the *Bankruptcy and Insolvency Act* (Canada);
 - b) the party or its assets is subject to any procedure (either initiated by such party or any other entity) under the laws governing the bankruptcy or the insolvency including, without limitation, any recourse pursuant to the *Companies' Creditors Arrangement Act* (Canada);
 - c) the party is subject to any recourse in liquidation, reorganization, dissolution (either initiated by such party or any other entity);
 - d) a trustee or a managing agent is nominated against the party itself or any portion of its property or assets; or

- e) the party contests its own legal authority or capacity to conclude similar transportation contracts with any other party.

The occurrence of a default as provided for in Articles 7 and 12 of the Other Services GT&C shall be remedied pursuant to conditions provided for thereto.

- 8.5** If any provision of this Gas Service Contract is determined as being invalid, nil or impossible to be exercised by any court which has the jurisdiction, such determination shall not make invalid, nil or shall not make non-executory any other provision or obligation provided for in this Gas Service Contract.
- 8.6** No waiver by either the Company or Customer of any one or more defaults by the other in the performance of any provision of this Gas Service Contract shall operate or be construed as a waiver of any continuing or future default or defaults whether of a like or different character.
- 8.7** This Gas Service Contract contains all agreements between the parties in relation to any gas transportation contract and any other agreement or previous verbal or written representation in relation to the gas transportation contract are replaced by this Gas Service Contract. This Gas Service Contract shall be modified only by agreement in writing between the two parties. In case of a contradiction or a conflict of interpretation between this Gas Service Contract and the BGT2 Toll Schedule or the Other Services GT&C, the parties agree that the provisions of the BGT2 Toll Schedule or the Other Services GT&C which are in conflict with this Gas Service Contract are ineffective.
- 8.8** The parties agree that Customer reserves for itself a right of property on the reduction of greenhouse gas emissions as well as credits which could result from such reductions and, therefore, it does not assign any right for this purpose.
- 8.9** This Gas Service Contract may be executed in one or more counterparts, each of which shall be considered an original but all of which together shall constitute one and the same instrument. In addition, electronic copies of executed counterparts shall be conclusively regarded for all purposes as originally executed counterparts.

8.10 Company and Customer hereto have expressly required that this Gas Service Contract be drafted in the English language. La Société et le Client aux présentes ont expressément requis que ce Contrat de service de transport soit rédigé en langue anglaise.

ARTICLE IX – SPECIAL PROVISION – LIMITATION OF LIABILITY

9.1 The Customer acknowledges that Company is acting herein as the mandatary of TQM Pipeline and Company, Limited Partnership (“TQM Partnership”).

9.2 Customer agrees and undertakes to limit all claims and recourses which it may have hereunder to the TQM Partnership assets and expressly waives any right to proceed against any partner individually and to satisfy any judgment against the other assets of any partner individually.

ARTICLE X – REPRESENTATIONS

10.1 Company represents to Customer:

- (i) That it holds from the CER the certificates of Public Convenience and Necessity which allows it to operate its pipeline and it is authorized to enter into this Gas Service Contract; and
- (ii) That Company’s assets, including the assets the partners have invested and invest in TQM Partnership, remain the common guarantee of its creditors free of charges other than normal financing charges as well as allowed encumbrances for the purpose of financing.

Each of Company and Customer represent to the other that it has complete and absolute authority to conclude and execute this Gas Service Contract including the obtaining of any necessary authority in order to transact under this Gas Service Contract.

ARTICLE XI – SURETYSHIP

11.1 Company appoints itself jointly and severally surety for TQM Partnership for the fulfillment, in time, of all and every obligations of TQM Partnership pursuant to this Gas Service Contract, and renounces the benefit of discussion.

[Signatory Page Follows on Next Page]

IN WITNESS WHEREOF, the parties hereto have executed this Gas Service Contract as of the date first above written.

_____ TRANS QUÉBEC & MARITIMES PIPELINE INC.

Per: _____ Per: _____

Name: _____ Name: _____

Title: _____ Title: _____

Per: _____ Per: _____

Name: _____ Name: _____

Title: _____ Title: _____

Contract Approval	
General Manager	
Legal Review	<u>PROFORMA</u> <u>APPROVED</u>

EXHIBIT "1"

This is EXHIBIT "1" to the BIOGAS 2 TRANSPORTATION GAS SERVICE CONTRACT made as of the ____ day of _____, 20__ between TRANS QUÉBEC & MARITIMES PIPELINE INC. ("Company") and _____ ("Customer").

The Receipt Point hereunder is the following:

Customer shall cause deliveries of biogas to Company at the receipt point to be at a pressure that shall never exceed ____kPa.

The Delivery Point hereunder is the following:

APPENDIX 1**Insert A**

WHEREAS the parties hereto have heretofore entered into an agreement dated as the ___ day of _____, 20__, (the "Backstopping Agreement") which bound them, subject to the fulfillment or waiver of any conditions precedent therein set forth, to enter into a Gas Service Contract substantially upon the terms and conditions hereinafter described; and

WHEREAS the conditions precedent (if any) of the Backstopping Agreement have been satisfied or waived.

Insert B

5.1 Company shall use reasonable efforts to have the additional facilities as may be required to effect the transportation of the Refined Biogas hereunder (the "Necessary Capacity") in place by the ___ day of _____, 20__, or as soon as possible thereafter. Company's ability to provide service by ___ day or _____, 20__, will be subject to, inter alia:

- a) the timing of receipt by Customer and Company of the authorizations referred to in the Backstopping Agreement which are required prior to commencement of construction of Company's facilities; and
- b) the lead time required for the acquisition, construction and installation of those facilities required by Company

Company shall use reasonable efforts to provide Customer with ten (10) days advance Notice of the anticipated availability of the Necessary Capacity (the "Advance Notice"). Company shall give Customer Notice of the actual date of availability of the Necessary Capacity ("Company's Notice"), and service hereunder shall not commence prior to the actual date of availability of the Necessary Capacity.

5.2 The date of commencement of service hereunder (the "Date of Commencement") shall be the earlier of:

- a) the date for which Customer first nominates or delivers Refined Biogas to Company and Company authorizes service hereunder; or
- b) the tenth (10th) day following the day on which Customer received Company's Notice;

PROVIDED that Customer shall not be obligated to a Date of Commencement which is earlier than the ___ day of _____, 20__, unless mutually agreed upon by both parties.

Insert C

5.1 The date of commencement of service hereunder (the "Date of Commencement") shall be the ___ day of _____, 20__.