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Superior Price Plan

“Where the customer makes the choice”

Legal Company Name _____

Contact First Name _____

Contact Last Name _____

Title _____

Business Phone Number (___ ___) _____ - _____

Ext. _____

Facsimile Number (___ ___) _____ - _____

E-mail address _____

Delivery Address

Mailing Address (If different from Delivery Address)

No. _____ Street _____

No. _____ Street _____

Suite _____ City _____

Suite _____ City _____

Postal Code _____

Postal Code _____

Utility Account Number _____

Utility Gaz Métro (“Utility”)

I hereby apply to enter the Superior Price Plan Agreement (“Agreement”) with Superior Energy Management, a division of Superior Plus Inc. (“SEM”), and appoint SEM as my sole and exclusive supplier of natural gas (“Gas”) and agent for all purposes relating to arranging the delivery of Gas to the above Delivery Address for the term selected. I have received, read and understood the nature and content of the Agreement, including the Appointment of Agent and the Terms and Conditions on the reverse side which form part of the Agreement and I agree to be bound thereby. I understand that the Agreement will enter into full force and effect subject to the following conditions:

- (a) SEM’s approval of my application; and
- (b) my Utility’s acceptance of the Service Transaction Request filed by SEM.

If I have any questions or complaints, I agree to contact SEM by telephone (1-866-772-7727), by personal delivery, registered mail, e-mail, or facsimile directed to the attention of: Supervisor, Customer Service, at the address/e-mail/facsimile number provided in this Agreement.

This Agreement, including Schedule “C” (attached), form the entire agreement between me and SEM for the supply and delivery of Gas to the Delivery Address and it replaces any prior written or oral agreement between me and SEM concerning the supply or delivery of Gas. There are no verbal representations, rights or obligations that are not contained in the Agreement.

Offer for Gas purchase – Compressor Fuel and Annual Volume Balance Service included.

I acknowledge that SEM is not a regulated Utility and that the price is not regulated by the Régie de l’Énergie du Québec. This price is for the Gas only (including compressor fuel) and does not include regulated transmission, distribution and other charges that will be charged by the Utility. The price will correspond to the term I select below (“Price”). The Price does not include federal, provincial and municipal taxes, including the Goods and Services Tax, payable in connection with the supply or delivery of Gas to the Delivery Address. I select the following term and Price:

1 Year @ _____ ¢/m³ 3 Years @ _____ ¢/m³ 5 Years @ _____ ¢/m³ (“Term”)

Offer Valid from _____ – _____

Estimated Yearly Volume (m³) _____

Contract Start Date: ____/____/____
 MM DD YY

Signature _____

Date: ____/____/____
 MM DD YY

I have the authority to sign on behalf of the company

Print Name: _____

Superior Representative: _____	Rep Telephone #: _____	Rep Fax #: _____
Rep Number: _____	Rep Signature: _____	Date: ____/____/____ MM DD YY

To: SEM and the Utility

- 1. Appointment:** I hereby appoint SEM to be my sole and exclusive agent and Gas supplier for all purposes related to arranging the transportation, storage (including volume balancing), billing and delivery of Gas to the Delivery Address ("Appointment"). The Utility and any other third parties are entitled to rely upon any action taken, or any document signed, by SEM in connection with this Appointment as though I had taken such action or signed such document including, without limitation, the negotiation, implementation, operation, performance, amendment and termination of any Gas supply, transportation, storage, billing and delivery arrangements. If applicable, I approve the transfer from my current Gas supplier to SEM. This Appointment shall be effective from the date I sign the Agreement and shall continue for the Term of the Agreement.
- 2. Direction:** I direct SEM to enter into arrangements on my behalf with the Utility. Furthermore, I authorize and direct the Utility and any third party to release to SEM any and all information in such person's possession and control relating to me and the supply and delivery of Gas to the Delivery Address including, but not limited to, customer usage information, site usage history report for the past twenty-four (24) months, credit and payment history.
- 3. Billing:** I acknowledge that the Utility will bill me for the Gas delivered to the Delivery Address and for certain distribution access charges and any other fees, charges or taxes relating to the delivery of Gas delivered to the Delivery Address in accordance with the Utility's billing practice. I further acknowledge that, at some point during the Term, SEM may bill me directly for all costs associated with the supply and delivery of Gas to the Delivery Address, provided that I will not have to pay any additional costs as a result of SEM billing me directly. At such time, SEM's billing terms will be as follows: SEM shall send me an invoice for all amounts due to SEM pursuant to the Agreement for that month or the applicable billing period. I shall pay such amounts in full by the due date specified in the invoice, failing which I shall pay interest on the unpaid amount at the prime lending rate set by the Royal Bank of Canada from time to time plus four percent (4%) per annum, as from the due date (before and after judgment) of payment, compounded monthly. I shall be responsible for all costs that relate to any failure to pay, including charges for dishonoured cheques, legal costs and collection costs. SEM shall be entitled to revise any bill after it is rendered, regardless of payment by me, to account for any reassessment made by the Utility.
- 4. Responsibility:** I confirm that I have the authority to enter into an agreement for the supply of Gas to the Delivery Address and to appoint an agent to arrange for such Gas supply and delivery. I agree to keep the payment of my Gas account with the Utility up-to-date, to pay such accounts when due and to be bound by and responsible for the arrangements made by SEM as agent on my behalf.

TERMS AND CONDITIONS

- 1. Gas Supply:** I agree to be bound by all arrangements made on my behalf for the transportation, storage (including volume balancing), billing and supply of Gas to the Delivery Address set out on the reverse side hereof. The Gas supplied under this Agreement will be owned by SEM until delivered to the Delivery Address. The date that SEM commences supplying gas at the Delivery Address ("Gas Supply Date") is expected to occur within sixty (60) to ninety (90) days from the date that I signed the Agreement. I understand that further delay to the Gas Supply Date may occur if I have a supply arrangement with another Gas supplier.
- 2. Term:** Subject to the termination rights contained in this Agreement, the Term of the Agreement commences on the Gas Supply Date and continues for the Term set out on the reverse side hereof. SEM may renew this Agreement for a period of one year from the end of your Term by giving you a Notice of Renewal ("Notice") in writing no earlier than 120 days and no later than 60 days before the end of your current Term.
- 3. Change of Delivery Address:** If I plan to move within the Utility's franchise area, I will notify SEM of the my new Delivery Address at least thirty (30) days in advance of the anticipated relocation date. Upon receipt of such notice, SEM will advise me as to whether SEM is prepared to supply Gas to me at my new Delivery Address, and, if so, the terms of this Agreement shall apply to the new location. Otherwise, this Agreement shall be cancelled without penalty.
- 4. Termination:** I agree that SEM may terminate this Agreement immediately if: (i) I am in default because payment is not made by me on or before the due date specified in any invoice by the Utility or by SEM; (ii) as determined by SEM, any amendment to applicable law, regulation or regulatory direction requires, directs or makes desirable, directly or indirectly, that a material term be amended, inserted or deleted in the Agreement; (iii) I am in default because I authorize another Gas supplier or agent for the Delivery Address during the Term; or (iv) I am in default because I breach this Agreement in any way. I agree that SEM may terminate this Agreement on written notice if SEM is unable or is prevented from complying with any of the obligations it owes to the Utility or if the Utility is unable or is prevented from complying with any of the obligations it owes to SEM. If SEM bills me directly in accordance with paragraph 3 of the Appointment of Agent, then SEM may terminate the Agreement immediately if I am in default because I: (i) make an assignment or arrangement for the benefit of, or protection from, any of my creditors, or (ii) take any action, or have any action taken on my behalf, under any insolvency law, or permit any material portion of my assets to be made subject to any seizure or realization.
- 5. Liquidated Damages:** Should SEM terminate this Agreement because I am in default, I agree to pay SEM, in addition to all of the amounts owed hereunder, damages (the "Amount") equal to 5.0¢ per cubic metre for each cubic metre of my estimated Gas consumption for the remainder of the Term. Such estimate shall be based upon my Gas consumption over the twelve (12) months preceding such transfer utilizing the historical information provided by the Utility. I agree that the Amount is a genuine estimate of the aggregate losses which would be sustained by SEM in the event that I authorize the Utility to transfer my account with SEM prior to the expiry of the Term. The Amount is hereby conclusively deemed to be liquidated damages and shall not under any circumstances be construed as a penalty. I authorize the Utility to include the Amount in my utility bill as an amount payable to SEM. The Amount is in addition to any other amounts owed or owing under this Agreement.
- 6. Customer Indemnity:** I agree that I will indemnify and save harmless SEM, its affiliates, the respective directors, officers, and employees, and the permitted assigns of SEM and its affiliates (collectively, "SEM and its Representatives") in full for any loss, damage, injury, liability or cost which any of SEM and its Representatives, as applicable, suffers arising from, or incurs as a consequence of, any act or omission by me relating to the supply or delivery of Gas to the Delivery Address including, without limiting the foregoing, any claim resulting from any default or breach by me, or any failure by me to perform any obligation relating to this Agreement or any obligation to any third party, including, but not limited to, any agreement with the Utility.
- 7. Amendments:** In the event that the utility unbundles all or any portion of its services, or any regulatory change or approval requires amendments to this Agreement, SEM may amend this Agreement at any time by giving me written notice and this Agreement shall be amended within thirty (30) days of the date of such notice. However the Price may not be amended by SEM during the Term, including any renewal thereof, except to the extent provided herein.
- 8. Assignment:** SEM may assign or otherwise transfer any or all rights or obligations under this Agreement, or pledge this Agreement or the proceeds therefrom as security for any obligations without my consent, provided that the Agreement continues to be administered by a licensed retailer. I will not assign or otherwise transfer any rights or obligations under this Agreement. This Agreement shall be binding upon and enure to the benefit of the successors and permitted assigns of SEM and myself.
- 9. Release of Information:** I consent to SEM disclosing my customer information to third parties for the purpose of supplying Gas to me under this Agreement and for the purpose of SEM offering me other products and services or for any reasonable business purpose. For Agreement administration purposes, I consent to the recording and disclosure of telephone conversations between me and representatives of SEM. SEM may disclose my information to a third party without my consent where such information is required to be disclosed for billing or market operation purposes, for law enforcement purposes, for the purpose of complying with a legal requirement or for the processing of my past due accounts which have been passed to a debt collection agency.

SCHEDULE C

UNDERTAKING

I, _____, <<Company name>> undertake to purchase from Gaz Métro Limited Partnership («Gaz Métro»), if agreed to by it, all the natural gas that I will consume at my facilities located at, _____ «service address», at a price of ____ ¢/m³. I acknowledge that this fixed-price for natural gas supply is the price granted by **Superior Energy Management** to Gaz Métro, in consideration of my consumption and includes the cost of compressor fuel. My undertaking is for a term of __ year(s) from the date of first specific delivery by this supplier to Gaz Métro with regard to the present undertaking.

For this purpose, I authorize Gaz Métro and **Superior Energy Management**, and, as the case may be, **Superior Energy Management**, to communicate to each other information on my account that they have or may have in my capacity as a natural gas consumer, notably my present and future specifics, the volumes of gas consumed and projected, as well as my gas consumption history in order to determine my eligibility for a fixed-price agreement.

Furthermore, I recognize and accept that if this supplier fails to deliver to Gaz Métro, in accordance with the above-mentioned terms, the natural gas that will be consumed at my facilities mentioned above, I will pay for the said natural gas the natural gas rate as approved by the Régie de l'énergie for the variable-price natural gas supply service.

[name of company]

[account number]

[name of Signatory]

Signature, date