

Rec'd DOE/FE 8/3/16

RANDALL S. RICH
Partner

1875 K Street N.W.
Suite 700
Washington, D.C. 20006

PH 202.470.6424
FX 888.847.9228
rrich@pierceatwood.com
pierceatwood.com

May 16, 2016

Mr. John A. Anderson
U.S. Department of Energy
1000 Independence Ave. SW
FE-34
3E-056
Washington, DC 20585

RE: Application of New England NG Supply Limited For Long Term Authorization To Export Natural Gas To Canada (Public Version), Docket No. **16-103-NG**

Dear Mr. Anderson:

Pursuant to Section 3 of the Natural Gas Act, 15 U.S.C. § 717b, New England NG Supply Limited (“Applicant”) hereby submits the enclosed, public version of its Application for Long-Term Authorization to Export Natural Gas to Canada (“the Application”), including exhibits. The enclosed public version of the Application contains limited redactions at page 3 and Exhibit B, PDF pages 2, 3, and 18. The public version of Exhibit B also redacts entirely confidential special provisions pages, and includes a placeholder page in place of such pages. Under separate cover, Applicant has on this day mailed to the FE by overnight delivery a confidential, un-redacted version of the Application, along with a check in the required amount of \$50.00. This email filing includes a photocopy of that check.

As set forth herein and at footnote 1 of the Application, Applicant respectfully requests the FE afford confidential treatment of the terms of the Agreement setting forth contract price, applicable credit provisions, special provisions, and guaranty (the “Confidential Business Information”). In support of this request, Applicant submits that pursuant to 10 C.F.R. § 1004.11(f), the Confidential Business Information is: (1) held in confidence by the parties to the Agreement; (2) of a type customarily held in confidence; (3) transmitted to the FE in confidence; (4) not available in public sources; and (5) information, the disclosure of which is likely to lead to substantial harm to the competitive position of the Applicant or its contractual counterparty.

Mr. John A. Anderson
Page 2
May 16, 2016

Thank you for your attention to this matter. Please feel free to contact undersigned counsel with any questions or concerns.

Very truly yours,

A handwritten signature in black ink, appearing to read "Randall S. Rich". The signature is written in a cursive style with a horizontal line extending from the end.

Randall S. Rich
Attorney for
New England NG Supply Limited

Enclosures

PUBLIC

**UNITED STATES OF AMERICA
DEPARTMENT OF ENERGY
OFFICE OF FOSSIL ENERGY**

New England NG Supply Limited

Docket No. 16-103-NG

**APPLICATION OF NEW ENGLAND NG SUPPLY LIMITED
FOR LONG TERM AUTHORIZATION TO
EXPORT NATURAL GAS TO CANADA**

Pursuant to Section 3 of the Natural Gas Act (“NGA”), 15 U.S.C. § 717b, and 10 C.F.R. § 590, New England NG Supply Limited (“Applicant”) hereby submits to the Office of Fossil Energy (“FE”) of the Department of Energy this application and relevant exhibits for a long-term authorization to export natural gas to Canada (“the Application”).

Applicant respectfully submits that the requested long-term authorization is consistent with the public interest, and provides the following information in support of the instant request:

I. GENERAL

Please address all correspondence and direct all inquiries regarding this Application to the following individuals:

Mark Bettle
New England NG Supply Limited
300 Union Street
P.O. Box 5777
Saint John, NB, Canada E2L 4M3
(506) 632-5952
trading@jdirving.com

Randall S. Rich
Pierce Atwood, LLP
1875 K Street NW
Suite 700
Washington, DC 20006
(202) 530-6424
rrich@pierceatwood.com
(U.S. agent to receive service of process)

II. BACKGROUND

The exact legal name and principal place of business of the Applicant is:

New England NG Supply Limited
300 Union Street
P.O. Box 5777
Saint John, NB, Canada E2L 4M3

The Applicant is a New Brunswick corporation and is a wholly-owned subsidiary of J.D. Irving, Limited (“JDI”), a family-owned, privately-held company organized and existing under the laws of the Province of New Brunswick, Canada. JDI maintains operations in both the U.S. and Canada in numerous industries, including energy, forestry and forestry products, agriculture, and construction.

III. AUTHORIZATION REQUESTED

The Applicant requests long-term authorization to export to Canada .014 Bcf (14,000 MMBtu) of natural gas per day, to commence on the later of (1) November 1, 2017, and (2) 9:00 a.m. Central Clock Time (“CCT”) on the first day of the month immediately succeeding the commercial in-service date of Algonquin Gas Transmission, LLC (“Algonquin”) and Maritimes & Northeast Pipeline L.L.C.’s (“Maritimes”) proposed Atlantic Bridge Project (“Start Date”) and to conclude sixty (60) months after the Start Date (“End Date”), as specified in Base Contract No. NAES23344 (“the Agreement”), dated January 27, 2016 between Applicant and EQT Energy, LLC (“EQT”), which is attached hereto as Exhibit B.¹

¹ Pursuant to 10 C.F.R. § 590.202(e) and 10 C.F.R. § 1004.11, Applicant respectfully requests that the FE afford confidential treatment of the terms of the Agreement setting forth contract price, applicable credit provisions, guaranty, and special provisions (the “Confidential Business Information”). In support of this request, Applicant submits that pursuant to 10 C.F.R. § 1004.11(f), the Confidential Business Information is: (1) held in confidence by the parties to the Agreement; (2) of a type customarily held in confidence; (3) transmitted to the FE in confidence; (4) not available in public sources; and (5) information, the disclosure of which is likely to lead to substantial harm to the competitive position of the Applicant or its contractual counterparty. Also consistent with 10 C.F.R. § 1004.11(f), Applicant submitted the

IV. MAJOR PROVISIONS OF THE AGREEMENT

Pursuant to the Agreement, the Applicant agrees to purchase .014 Bcf (14,000 MMbtu) of natural gas per day on a firm, fixed quantity basis from EQT, to commence on the Start Date and to conclude on the End Date. The base price shall be the price reported in Platts' *Inside FERC's Gas Market Report*, Market Center Spot Gas Prices, under the column "Index" for deliveries to

[REDACTED]

Pursuant to the Agreement, the delivery point shall be Tennessee Gas Pipeline Company, L.L.C.'s ("TGP") delivery meter located at TGP's Mahwah Interconnect with Algonquin in Mahwah, New Jersey ("Delivery Point").

The Agreement shall be null and void unless the commercial in-service date of the Atlantic Bridge Project has occurred no later than November 30, 2019.

V. ADDITIONAL INFORMATION

All natural gas purchased under the Agreement will have a U.S. source. Applicant is not contracting to purchase gas from specific reserves, but the gas most likely will be sourced from the Marcellus or Utica Shale formations in the states of Pennsylvania, West Virginia, and/or Ohio. Given the abundance of U.S. natural gas resources, there is no national or regional need for the gas purchased pursuant to the Agreement. From the Delivery Point in Mahwah, New Jersey to the point of exit on the Canadian border, all natural gas will be transported on facilities owned by transporters Algonquin and Maritimes.²

(footnote continued)

confidential version of the Application, including exhibits, to the FE by overnight delivery on May 16, 2016.

² Spectra Energy Partners maintains a 77.53% ownership interest in the Maritimes & Northeast Pipeline. Both Emera Inc. (12.92%) ExxonMobil (9.55%) are minority owners of the pipeline. Spectra Energy is the sole owner of Algonquin Gas Transmission, LLC. Algonquin and Maritimes have filed with the Federal Energy Regulatory Commission ("FERC") in FERC Docket No. CP15-9-000 an application for a certificate of public convenience and necessity to construct and operate the Atlantic Bridge Project.

The point of exit on the international border shall be the U.S.-Canadian border near Baileyville, Maine. The Applicant expects that upon arrival in Canada, the purchased natural gas will be sold to Irving Paper, Limited; Irving Pulp & Paper, Limited; J.D. Irving, Limited; and Cavendish Farms Corporation, all located in New Brunswick, Canada.

VI. PUBLIC INTEREST

Applicant's proposed export of natural gas is consistent with the public interest. Section 3(c) of the NGA provides that exports to countries that have in effect a Free Trade Agreement with the United States requiring national treatment for trade in natural gas "shall be deemed to be consistent with the public interest and applications for such importation or exportation shall be granted without modification or delay."³ Canada and the United States are parties to a Free Trade Agreement that requires each party to provide national treatment to the goods of the other party. Therefore, exports to Canada, such as those described herein, are consistent with the public interest.

VII. ENVIRONMENTAL IMPACT

No new facilities will be constructed in the United States for the specific purpose of exporting the natural gas to be purchased under the Agreement. Consequently, granting this application will not be a federal action significantly affecting the quality of the human environment within the meaning of the National Environmental Policy Act, 42 U.S.C. § 4321, *et seq.* Therefore, no environmental impact statement or environmental assessment is required. Algonquin and Maritimes have submitted environmental reports regarding the Atlantic Bridge Project in FERC Docket No. CP16-9-000.

³ 15 U.S.C. § 717b(c).

VIII. REPORTING REQUIREMENTS

Within thirty (30) days following the last day of each calendar month, and whether or not deliveries have begun, Applicant will file with the Office of Natural Gas Regulatory Activities a report indicating whether exports have been made, in connection to the long-term authorization requested in the Application. That report shall include: (1) the country of destination for exports; (2) the point(s) of entry or exit; (3) the volume in thousand cubic feet (“Mcf”); (4) the average purchase price of gas per MMBtu; (5) the name of the supplier(s); (6) the name of the U.S. transporter(s); and (7) the estimated or actual duration of the supply agreement(s).⁴

IX. REVIEW BY OTHER AGENCIES

Pursuant to 10 C.F.R. § 590.103(c), Applicant states that, to the best of its knowledge, the same matter is not now under consideration by any other part of the DOE, including the FERC, or any other federal agency or department.

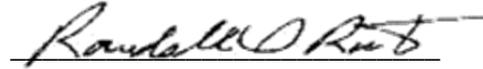
FERC is now reviewing the jointly-filed petition of Algonquin and Maritimes to construct and operate the Atlantic Bridge Project in FERC Docket Nos. CP16-9-000 and PF15-12-000.

X. CONCLUSION

WHEREFORE, for the foregoing reasons, Applicant respectfully requests long-term authorization to export up to .014 Bcf (14,000 MMBtu) of natural gas per day to Canada, beginning on the later of (1) November 1, 2017, and (2) 9:00 a.m. Central Clock Time (“CCT”) on the first day of the month immediately succeeding the commercial in-service date of Spectra’s proposed Atlantic Bridge Project.

⁴ See *Notice of Procedural Order Eliminating Quarterly Reporting Requirement and Amending Monthly Reporting Requirement for Natural Gas and Liquefied Natural Gas Import/Export Authorization Holders*, 73 Fed. Reg. 6943 (Feb. 6, 2008).

Respectfully submitted,



Randall S. Rich
Pierce Atwood, LLP
1875 K Street NW,
Suite 700
Washington, DC 20006
(202)/530-6424
rrich@pierceatwood.com

David E. Randell
Corporate Counsel
J.D. Irving, Limited
300 Union Street
P.O. Box 5777
Saint John, NB, Canada E2L 4M3
randell.david@jdirving.com

Attorneys for
NEW ENGLAND NG SUPPLY LIMITED

Liam J. Paskvan
Pierce Atwood LLP
254 Commercial Street
Portland, Maine 04101
(207)/791-1306
lpaskvan@pierceatwood.com

May 16, 2016

EXHIBIT A

OPINION OF COUNSEL



Brunswick House
1000 – 44 côte Chipman Hill, P.O. Box/C.P. 7289, Postal Station/Succursale A
Saint John NB E2L 4S6 Canada tel/tél: 506.632.1970 fax/télé: 506.652.1989
stewartmckelvey.com

May 6, 2016

Mr. John A. Anderson
U.S. Department of Energy
1000 Independence Ave. SW
FE-34
3E-056
Washington, DC 20585

Dear Mr. Anderson:

Re: Application (the “Application”) of New England NG Supply Limited For Long Term Authorization To Export Natural Gas To Canada, Docket No. ____; Opinion of Counsel

We have acted as local New Brunswick counsel to New England NG Supply Limited (the “Applicant”) in connection with the Application.

We are providing this opinion to you pursuant to Section 590.202(c) of the Department of Energy administrative procedures, 10 C.F.R. § 590.202(c).

In our capacity as local counsel to the Applicant, we have reviewed an executed copy of the Application as well as certified copies of the Applicant’s Articles of Incorporation and By-Laws. We have also made such investigations and examined originals or copies, certified or otherwise identified to our satisfaction, of such certificates of public officials and such other certificates, documents and records as we have considered necessary or relevant for the purposes of the opinions expressed below, including, a Certificate of Status for the Applicant, issued by the Director under the *Business Corporations Act* (New Brunswick) on May 6, 2016 (the “**Certificate of Status**”).

As to certain questions of fact material to the opinions expressed herein, we have also examined and relied upon, without independent verification, a certificate of an officer of the Applicant (the “**Officer’s Certificate**”) dated May 5, 2016, a copy of which has been delivered to you concurrently herewith.

For the purposes of this opinion, we have assumed:

- (a) with regard to all documents examined by us, the genuineness of all signatures, the authenticity of all documents submitted to us as originals and the conformity to authentic original documents of all documents submitted to us as certified, conformed, telecopied, faxed or photostatic copies;
- (b) the legal capacity of all individuals signing any documents; and
- (c) the truthfulness of all certificates of public officials and corporate officials and the accuracy and completeness of all information provided to us by offices of public record.

Our opinions below are expressed only with respect to the laws of the Province of New Brunswick (the "**Province**") and of the federal laws of Canada applicable in the Province in effect on the date hereof. We have made no investigation of, and express no opinion in respect of the laws of any other jurisdiction.

Based on the above, we are of the opinion that the Applicant has the corporate power and capacity to export natural gas as described in the Application.

This opinion is furnished solely for the benefit of the addressee hereof in connection with the transaction contemplated herein and may not be circulated to, or relied upon by, any other person or used for any other purpose without our prior written consent.

Yours very truly,

A handwritten signature in cursive script, reading "Stewart McKeown". The signature is written in dark ink and is positioned to the left of the center of the page.

PUBLIC

EXHIBIT B

AGREEMENT

BETWEEN

NEW ENGLAND NG SUPPLY LIMITED

and

EQT ENERGY, LLC

PUBLIC

TRANSACTION CONFIRMATION FOR IMMEDIATE DELIVERY



Date: January 29, 2016

Transaction Confirmation #: 91159

This Transaction Confirmation is subject to the Base Contract between Seller and Buyer dated Jan 27, 2016 as may be amended from time to time (the "Base Contract"). The terms of this Transaction Confirmation are binding unless disputed in writing within 2 Business Days of receipt unless otherwise specified in the Base Contract. Capitalized terms used without definition in this Transaction Confirmation shall have the meanings ascribed to such terms in the Base Contract.

SELLER: EQT Energy, LLC
625 Liberty Avenue, Suite 1700
Pittsburgh, PA 15222

Attn: Contract Administration
Phone: 412-395-2635
Fax: 412-395-2675
Base Contract No. _____
Transporter: _____
Transporter Contract Number: _____

BUYER: New England NG Supply Limited
P.O. Box 5777, 300 Union Street
Saint John, NB E2L 4M3

Attn: Mark Bettle
Phone: 506-632-5952
Fax: 506-632-6451
Email: trading@jdirving.com
Base Contract No. NAES23344
Transporter: _____
Transporter Contract Number: _____

Contract Price: The Contract Price shall be the price reported in Platts *Inside FERC's Gas Market Report*, Market Center Spot Gas Prices, under the column "Index" for deliveries to _____

Delivery Period: Subject to the Condition Precedent set forth below, the commencement date of the Delivery Period shall be the later of (1) November 1, 2017, and (2) 9:00 a.m. Central Clock Time ("CCT") on the first Day of the Month immediately succeeding the commercial in-service date of Spectra's proposed Atlantic Bridge project ("Atlantic Bridge Project").

The Delivery Period shall terminate sixty (60) months after the commencement date.

Performance Obligation and Contract Quantity: Firm (Fixed Quantity): 14,000 MMBtu's/day

Delivery Point: Tennessee Gas Pipeline Company ("TGP") delivery meter located at its Mahwah interconnect with Algonquin Gas Transmission LLC ("AGT").

Special Conditions:

Condition Precedent: This Transaction Confirmation shall be null and void unless the following condition precedent is met:

- The commercial in-service date of Spectra's proposed Atlantic Bridge Project has occurred no later than November 30, 2019.

• _____
• _____
• _____



[REDACTED]

Seller: EQT Energy, LLC

Buyer: New England NG Supply Limited

By: *[Signature]*

By: *[Signature]*

Title: VP

Title: _____

Date: 2/2/16

Date: _____

LEGAL DEPT
RANDALL

By: *Mark Mosher*

Title: *Vice President*

Date: *Feb 4/16*

Base Contract for Sale and Purchase of Natural Gas

This Base Contract is entered into as of the following date: January 27, 2016

The parties to this Base Contract are the following:

PARTY A EQT Energy, LLC	PARTY NAME	PARTY B New England NG Supply Limited
626 Liberty Ave. Suite 1700 Pittsburgh, PA 15222-3111	ADDRESS	300 Union Street, 12 th Floor, PO Box 5777, Saint John, NB E2L 4M3
www.EQT.com	BUSINESS WEBSITE	
NAES23344	CONTRACT NUMBER	
03-585-8708	D-U-N-S® NUMBER	N/A
<input checked="" type="checkbox"/> US FEDERAL: 02-0760473 <input type="checkbox"/> OTHER:	TAX ID NUMBERS	<input checked="" type="checkbox"/> US FEDERAL: 98-1208494 <input type="checkbox"/> OTHER:
Delaware	JURISDICTION OF ORGANIZATION	
<input type="checkbox"/> Corporation <input checked="" type="checkbox"/> LLC <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Partnership <input type="checkbox"/> LLP <input type="checkbox"/> Other:	COMPANY TYPE	<input checked="" type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Partnership <input type="checkbox"/> LLP <input type="checkbox"/> Other:
	GUARANTOR (IF APPLICABLE)	
CONTACT INFORMATION		
Same as above ATTN: <u>Contract Administration</u> TEL#: <u>412-395-2635</u> FAX#: <u>412-395-2675</u> EMAIL: <u>contracts@eqt.com</u>	• COMMERCIAL	PO Box 5777, 300 Union Street, Saint John, NB, E2L 4M3 ATTN: Mark Bettie TEL #: 506-632-5952 FAX#: 506-633-4021 EMAIL: trading@jdirving.com
Same as above ATTN: <u>Gas Scheduling</u> TEL#: <u>412-395-2661</u> FAX#: <u>412-395-2675</u> EMAIL: <u>contracts@eqt.com</u>	• SCHEDULING	PO Box 5777, 300 Union Street, Saint John, NB, E2L 4M3 ATTN: Jeff Odrowski TEL #: 506-632-7868 FAX#: 506-633-4021 EMAIL: Odrowski.jeff@jdirving.com
Same as above ATTN: <u>Contract Administration</u> TEL#: <u>412-395-2635</u> FAX#: <u>412-395-2675</u> EMAIL: <u>contracts@eqt.com</u>	• CONTRACT AND LEGAL NOTICES	PO Box 5777, 300 Union Street, 12 th floor, Saint John, NB, E2L 4M3 ATTN: Corporate Secretary TEL#: 506-632-7777 FAX#: 506-658-0517 EMAIL: trading@jdirving.com
Same as above ATTN: <u>Corporate Credit</u> TEL#: <u>412-395-2088</u> FAX#: <u>412-395-2675</u> EMAIL: <u>EQTcredit@eqt.com</u>	• CREDIT	PO Box 5777, 300 Union Street, Saint John, NB, E2L 4M3 ATTN: Kevin Barrett TEL#: 506-632-6237 FAX#: 506-633-4021 Barrett.kevin@jdirving.com
Same as above ATTN: <u>Contract Administration</u> TEL#: <u>412-395-2635</u> FAX#: <u>412-395-2675</u> EMAIL: <u>contracts@eqt.com</u>	• TRANSACTION CONFIRMATIONS	PO Box 5777, 300 Union Street, Saint John, NB, E2L 4M3 ATTN: Mark Bettie TEL #: 506-632-5952 FAX#: 506-633-4021 EMAIL: trading@jdirving.com
ACCOUNTING INFORMATION		
Same as above ATTN: <u>Accounting</u> TEL#: <u>412-395-3935</u> FAX#: <u>412-395-2124</u> EMAIL: <u>CommercialAccounting@eqt.com</u>	• INVOICES • PAYMENTS • SETTLEMENTS	PO Box 5777, 300 Union Street, Saint John, NB, E2L 4M3 ATTN: Kevin Barrett TEL#: 506-632-6237 FAX#: 506-633-4021 Barrett.kevin@jdirving.com
BANK: <u>Mellon Bank NA, Pittsburgh, PA</u> ABA: <u>043000281</u> ACCT: <u>per invoice instructions</u> OTHER DETAILS:	WIRE TRANSFER NUMBERS (IF APPLICABLE)	
BANK: <u>N/A</u> ABA: _____ ACCT: _____ OTHER DETAILS:	ACH NUMBERS (IF APPLICABLE)	
ATTN: <u>N/A</u> ADDRESS: _____	CHECKS (IF APPLICABLE)	

JH

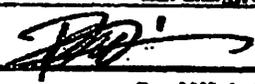
Base Contract for Sale and Purchase of Natural Gas

(Continued)

This Base Contract incorporates by reference for all purposes the General Terms and Conditions for Sale and Purchase of Natural Gas published by the North American Energy Standards Board. The parties hereby agree to the following provisions offered in said General Terms and Conditions. In the event the parties fail to check a box, the specified default provision shall apply. Select the appropriate box(es) from each section:

<p>Section 1.2 <input checked="" type="checkbox"/> Oral (default) Transaction Procedure <input type="checkbox"/> Written</p>	<p>Section 10.2 <input checked="" type="checkbox"/> No Additional Events of Default (default) Additional Events of Default <input type="checkbox"/> Indebtedness Cross Default <input type="checkbox"/> Party A. <input type="checkbox"/> Party B. <input type="checkbox"/> Transactional Cross Default</p>
<p>Section 2.7 <input checked="" type="checkbox"/> 2 Business Days after receipt (default) Confirm Deadline <input type="checkbox"/> _____ Business Days after receipt</p>	
<p>Section 2.8 <input type="checkbox"/> Seller (default) Confirming Party <input type="checkbox"/> Buyer <input checked="" type="checkbox"/> <u>EQT Energy, LLC</u></p>	
<p>Section 3.2 <input checked="" type="checkbox"/> Cover Standard Performance Obligation <input type="checkbox"/> Spot Price Standard</p>	<p>Section 10.3.1 <input checked="" type="checkbox"/> Early Termination Damages Apply (default) Early Termination Damages <input type="checkbox"/> Early Termination Damages Do Not Apply</p>
<p><i>Note: The following Spot Price Publication applies to both of the immediately preceding.</i></p>	
<p>Section 2.31 <input checked="" type="checkbox"/> Gas Daily Midpoint (default) Spot Price Publication <input type="checkbox"/> _____</p>	<p>Section 10.3.2 <input checked="" type="checkbox"/> Other Agreement Setoffs Apply (default) Other Agreement Setoffs <input checked="" type="checkbox"/> Bilateral (default) <input type="checkbox"/> Triangular OR <input type="checkbox"/> Other Agreement Setoffs Do Not Apply</p>
<p>Section 6 <input checked="" type="checkbox"/> Buyer Pays At and After Delivery Point (default) Taxes <input type="checkbox"/> Seller Pays Before and At Delivery Point</p>	
<p>Section 7.2 <input checked="" type="checkbox"/> 25th Day of Month following Month of delivery (default) Payment Date <input type="checkbox"/> Day of Month following Month of delivery</p>	<p>Section 16.5 <u>New York</u> Choice Of Law</p>
<p>Section 7.2 <input checked="" type="checkbox"/> Wire transfer (default) Method of Payment <input type="checkbox"/> Automated Clearinghouse Credit (ACH) <input type="checkbox"/> Check</p>	<p>Section 15.10 <input checked="" type="checkbox"/> Confidentiality applies (default) Confidentiality <input type="checkbox"/> Confidentiality does not apply</p>
<p>Section 7.7 <input checked="" type="checkbox"/> Netting applies (default) Netting <input type="checkbox"/> Netting does not apply</p>	
<p><input checked="" type="checkbox"/> Special Provisions Number of sheets attached: <u>Four (4)</u> <input type="checkbox"/> Addendum(s): _____</p>	

IN WITNESS WHEREOF, the parties hereto have executed this Base Contract in duplicate.

<p>EQT Energy, LLC</p> <p>By: </p> <p>Donald M. Jenkins EVP Commercial</p>	<p>Party Name <u>New England NG Supply Limited</u></p> <p>Signature By: </p> <p>Printed Name <u>MARK MOSHER</u></p> <p>Title <u>Vice President</u></p>
---	--



General Terms and Conditions

Base Contract for Sale and Purchase of Natural Gas

SECTION 1. PURPOSE AND PROCEDURES

1.1. These General Terms and Conditions are intended to facilitate purchase and sale transactions of Gas on a Firm or Interruptible basis. "Buyer" refers to the party receiving Gas and "Seller" refers to the party delivering Gas. The entire agreement between the parties shall be the Contract as defined in Section 2.9.

The parties have selected either the "Oral Transaction Procedure" or the "Written Transaction Procedure" as indicated on the Base Contract.

Oral Transaction Procedure:

1.2. The parties will use the following Transaction Confirmation procedure. Any Gas purchase and sale transaction may be effectuated in an EDI transmission or telephone conversation with the offer and acceptance constituting the agreement of the parties. The parties shall be legally bound from the time they so agree to transaction terms and may each rely thereon. Any such transaction shall be considered a "writing" and to have been "signed". Notwithstanding the foregoing sentence, the parties agree that Confirming Party shall, and the other party may, confirm a telephonic transaction by sending the other party a Transaction Confirmation by facsimile, EDI or mutually agreeable electronic means within three Business Days of a transaction covered by this Section 1.2 (Oral Transaction Procedure) provided that the failure to send a Transaction Confirmation shall not invalidate the oral agreement of the parties. Confirming Party adopts its confirming letterhead, or the like, as its signature on any Transaction Confirmation as the identification and authentication of Confirming Party. If the Transaction Confirmation contains any provisions other than those relating to the commercial terms of the transaction (i.e., price, quantity, performance obligation, delivery point, period of delivery and/or transportation conditions), which modify or supplement the Base Contract or General Terms and Conditions of this Contract (e.g., arbitration or additional representations and warranties), such provisions shall not be deemed to be accepted pursuant to Section 1.3 but must be expressly agreed to by both parties; provided that the foregoing shall not invalidate any transaction agreed to by the parties.

Written Transaction Procedure:

1.2. The parties will use the following Transaction Confirmation procedure. Should the parties come to an agreement regarding a Gas purchase and sale transaction for a particular Delivery Period, the Confirming Party shall, and the other party may, record that agreement on a Transaction Confirmation and communicate such Transaction Confirmation by facsimile, EDI or mutually agreeable electronic means, to the other party by the close of the Business Day following the date of agreement. The parties acknowledge that their agreement will not be binding until the exchange of nonconflicting Transaction Confirmations or the passage of the Confirm Deadline without objection from the receiving party, as provided in Section 1.3.

1.3. If a sending party's Transaction Confirmation is materially different from the receiving party's understanding of the agreement referred to in Section 1.2, such receiving party shall notify the sending party via facsimile, EDI or mutually agreeable electronic means by the Confirm Deadline, unless such receiving party has previously sent a Transaction Confirmation to the sending party. The failure of the receiving party to so notify the sending party in writing by the Confirm Deadline constitutes the receiving party's agreement to the terms of the transaction described in the sending party's Transaction Confirmation. If there are any material differences between timely sent Transaction Confirmations governing the same transaction, then neither Transaction Confirmation shall be binding until or unless such differences are resolved including the use of any evidence that clearly resolves the differences in the Transaction Confirmations. In the event of a conflict among the terms of (i) a binding Transaction Confirmation pursuant to Section 1.2, (ii) the oral agreement of the parties which may be evidenced by a recorded conversation, where the parties have selected the Oral Transaction Procedure of the Base Contract, (iii) the Base Contract, and (iv) these General Terms and Conditions, the terms of the documents shall govern in the priority listed in this sentence.

1.4. The parties agree that each party may electronically record all telephone conversations with respect to this Contract between their respective employees, without any special or further notice to the other party. Each party shall obtain any necessary consent of its agents and employees to such recording. Where the parties have selected the Oral Transaction Procedure in Section 1.2 of the Base Contract, the parties agree not to contest the validity or enforceability of telephonic recordings entered into in accordance with the requirements of this Base Contract.

SECTION 2. DEFINITIONS

The terms set forth below shall have the meaning ascribed to them below. Other terms are also defined elsewhere in the Contract and shall have the meanings ascribed to them herein.

2.1. "Additional Event of Default" shall mean Transactional Cross Default or Indebtedness Cross Default, each as and if selected by the parties pursuant to the Base Contract.

2.2. "Affiliate" shall mean, in relation to any person, any entity controlled, directly or indirectly, by the person, any entity that controls, directly or indirectly, the person or any entity directly or indirectly under common control with the person. For this purpose, "control" of any entity or person means ownership of at least 50 percent of the voting power of the entity or person.

- 2.3. "Alternative Damages" shall mean such damages, expressed in dollars or dollars per MMBtu, as the parties shall agree upon in the Transaction Confirmation, in the event either Seller or Buyer fails to perform a Firm obligation to deliver Gas in the case of Seller or to receive Gas in the case of Buyer.
- 2.4. "Base Contract" shall mean a contract executed by the parties that incorporates these General Terms and Conditions by reference; that specifies the agreed selections of provisions contained herein; and that sets forth other information required herein and any Special Provisions and addendum(s) as identified on page one.
- 2.5. "British thermal unit" or "Btu" shall mean the International BTU, which is also called the Btu (IT).
- 2.6. "Business Day(s)" shall mean Monday through Friday, excluding Federal Banking Holidays for transactions in the U.S.
- 2.7. "Confirm Deadline" shall mean 5:00 p.m. in the receiving party's time zone on the second Business Day following the Day a Transaction Confirmation is received or, if applicable, on the Business Day agreed to by the parties in the Base Contract; provided, if the Transaction Confirmation is time stamped after 5:00 p.m. in the receiving party's time zone, it shall be deemed received at the opening of the next Business Day.
- 2.8. "Confirming Party" shall mean the party designated in the Base Contract to prepare and forward Transaction Confirmations to the other party.
- 2.9. "Contract" shall mean the legally-binding relationship established by (i) the Base Contract, (ii) any and all binding Transaction Confirmations and (iii) where the parties have selected the Oral Transaction Procedure in Section 1.2 of the Base Contract, any and all transactions that the parties have entered into through an EDI transmission or by telephone, but that have not been confirmed in a binding Transaction Confirmation, all of which shall form a single integrated agreement between the parties.
- 2.10. "Contract Price" shall mean the amount expressed in U.S. Dollars per MMBtu to be paid by Buyer to Seller for the purchase of Gas as agreed to by the parties in a transaction.
- 2.11. "Contract Quantity" shall mean the quantity of Gas to be delivered and taken as agreed to by the parties in a transaction.
- 2.12. "Cover Standard", as referred to in Section 3.2, shall mean that if there is an unexcused failure to take or deliver any quantity of Gas pursuant to this Contract, then the performing party shall use commercially reasonable efforts to (i) if Buyer is the performing party, obtain Gas, (or an alternate fuel if elected by Buyer and replacement Gas is not available), or (ii) if Seller is the performing party, sell Gas, in either case, at a price reasonable for the delivery or production area, as applicable, consistent with: the amount of notice provided by the nonperforming party; the immediacy of the Buyer's Gas consumption needs or Seller's Gas sales requirements, as applicable; the quantities involved; and the anticipated length of failure by the nonperforming party.
- 2.13. "Credit Support Obligation(s)" shall mean any obligation(s) to provide or establish credit support for, or on behalf of, a party to this Contract such as cash, an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, guaranty, or other good and sufficient security of a continuing nature.
- 2.14. "Day" shall mean a period of 24 consecutive hours, coextensive with a "day" as defined by the Receiving Transporter in a particular transaction.
- 2.15. "Delivery Period" shall be the period during which deliveries are to be made as agreed to by the parties in a transaction.
- 2.16. "Delivery Point(s)" shall mean such point(s) as are agreed to by the parties in a transaction.
- 2.17. "EDI" shall mean an electronic data interchange pursuant to an agreement entered into by the parties, specifically relating to the communication of Transaction Confirmations under this Contract.
- 2.18. "EFP" shall mean the purchase, sale or exchange of natural Gas as the "physical" side of an exchange for physical transaction involving gas futures contracts. EFP shall incorporate the meaning and remedies of "Firm", provided that a party's excuse for nonperformance of its obligations to deliver or receive Gas will be governed by the rules of the relevant futures exchange regulated under the Commodity Exchange Act.
- 2.19. "Firm" shall mean that either party may interrupt its performance without liability only to the extent that such performance is prevented for reasons of Force Majeure; provided, however, that during Force Majeure interruptions, the party invoking Force Majeure may be responsible for any Imbalance Charges as set forth in Section 4.3 related to its interruption after the nomination is made to the Transporter and until the change in deliveries and/or receipts is confirmed by the Transporter.
- 2.20. "Gas" shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.
- 2.21. "Guarantor" shall mean any entity that has provided a guaranty of the obligations of a party hereunder.
- 2.22. "Imbalance Charges" shall mean any fees, penalties, costs or charges (in cash or in kind) assessed by a Transporter for failure to satisfy the Transporter's balance and/or nomination requirements.
- 2.23. "Indebtedness Cross Default" shall mean if selected on the Base Contract by the parties with respect to a party, that it or its Guarantor, if any, experiences a default, or similar condition or event however therein defined, under one or more agreements or instruments, individually or collectively, relating to indebtedness (such indebtedness to include any obligation whether present or future, contingent or otherwise, as principal or surety or otherwise) for the payment or repayment of borrowed money in an aggregate amount greater than the threshold specified in the Base Contract with respect to such party or its Guarantor, if any, which results in such indebtedness becoming immediately due and payable.

- 2.24. "Interruptible" shall mean that either party may interrupt its performance at any time for any reason, whether or not caused by an event of Force Majeure, with no liability, except such interrupting party may be responsible for any Imbalance Charges as set forth in Section 4.3 related to its interruption after the nomination is made to the Transporter and until the change in deliveries and/or receipts is confirmed by Transporter.
- 2.25. "MMBtu" shall mean one million British thermal units, which is equivalent to one dekatherm.
- 2.26. "Month" shall mean the period beginning on the first Day of the calendar month and ending immediately prior to the commencement of the first Day of the next calendar month.
- 2.27. "Payment Date" shall mean a date, as indicated on the Base Contract, on or before which payment is due Seller for Gas received by Buyer in the previous Month.
- 2.28. "Receiving Transporter" shall mean the Transporter receiving Gas at a Delivery Point, or absent such receiving Transporter, the Transporter delivering Gas at a Delivery Point.
- 2.29. "Scheduled Gas" shall mean the quantity of Gas confirmed by Transporter(s) for movement, transportation or management.
- 2.30. "Specified Transaction(s)" shall mean any other transaction or agreement between the parties for the purchase, sale or exchange of physical Gas, and any other transaction or agreement identified as a Specified Transaction under the Base Contract.
- 2.31. "Spot Price" as referred to in Section 3.2 shall mean the price listed in the publication indicated on the Base Contract, under the listing applicable to the geographic location closest in proximity to the Delivery Point(s) for the relevant Day; provided, if there is no single price published for such location for such Day, but there is published a range of prices, then the Spot Price shall be the average of such high and low prices. If no price or range of prices is published for such Day, then the Spot Price shall be the average of the following: (i) the price (determined as stated above) for the first Day for which a price or range of prices is published that next precedes the relevant Day; and (ii) the price (determined as stated above) for the first Day for which a price or range of prices is published that next follows the relevant Day.
- 2.32. "Transaction Confirmation" shall mean a document, similar to the form of Exhibit A, setting forth the terms of a transaction formed pursuant to Section 1 for a particular Delivery Period.
- 2.33. "Transactional Cross Default" shall mean if selected on the Base Contract by the parties with respect to a party, that it shall be in default, however therein defined, under any Specified Transaction.
- 2.34. "Termination Option" shall mean the option of either party to terminate a transaction in the event that the other party fails to perform a Firm obligation to deliver Gas in the case of Seller or to receive Gas in the case of Buyer for a designated number of days during a period as specified on the applicable Transaction Confirmation.
- 2.35. "Transporter(s)" shall mean all Gas gathering or pipeline companies, or local distribution companies, acting in the capacity of a transporter, transporting Gas for Seller or Buyer upstream or downstream, respectively, of the Delivery Point pursuant to a particular transaction.

SECTION 3. PERFORMANCE OBLIGATION

- 3.1. Seller agrees to sell and deliver, and Buyer agrees to receive and purchase, the Contract Quantity for a particular transaction in accordance with the terms of the Contract. Sales and purchases will be on a Firm or Interruptible basis, as agreed to by the parties in a transaction.

The parties have selected either the "Cover Standard" or the "Spot Price Standard" as indicated on the Base Contract.

Cover Standard:

3.2. The sole and exclusive remedy of the parties in the event of a breach of a Firm obligation to deliver or receive Gas shall be recovery of the following: (i) in the event of a breach by Seller on any Day(s), payment by Seller to Buyer in an amount equal to the positive difference, if any, between the purchase price paid by Buyer utilizing the Cover Standard and the Contract Price, adjusted for commercially reasonable differences in transportation costs to or from the Delivery Point(s), multiplied by the difference between the Contract Quantity and the quantity actually delivered by Seller for such Day(s) excluding any quantity for which no replacement is available; or (ii) in the event of a breach by Buyer on any Day(s), payment by Buyer to Seller in the amount equal to the positive difference, if any, between the Contract Price and the price received by Seller utilizing the Cover Standard for the resale of such Gas, adjusted for commercially reasonable differences in transportation costs to or from the Delivery Point(s), multiplied by the difference between the Contract Quantity and the quantity actually taken by Buyer for such Day(s) excluding any quantity for which no sale is available; and (iii) in the event that Buyer has used commercially reasonable efforts to replace the Gas or Seller has used commercially reasonable efforts to sell the Gas to a third party, and no such replacement or sale is available for all or any portion of the Contract Quantity of Gas, then in addition to (i) or (ii) above, as applicable, the sole and exclusive remedy of the performing party with respect to the Gas not replaced or sold shall be an amount equal to any unfavorable difference between the Contract Price and the Spot Price, adjusted for such transportation to the applicable Delivery Point, multiplied by the quantity of such Gas not replaced or sold. Imbalance Charges shall not be recovered under this Section 3.2, but Seller and/or Buyer shall be responsible for Imbalance Charges, if any, as provided in Section 4.3. The amount of such unfavorable difference shall be payable five Business Days after presentation of the performing party's invoice, which shall set forth the basis upon which such amount was calculated.

Spot Price Standard:

3.2. The sole and exclusive remedy of the parties in the event of a breach of a Firm obligation to deliver or receive Gas shall be recovery of the following: (i) in the event of a breach by Seller on any Day(s), payment by Seller to Buyer in an amount equal to the difference between the Contract Quantity and the actual quantity delivered by Seller and received by Buyer for such Day(s), multiplied by the positive difference, if any, obtained by subtracting the Contract Price from the Spot Price; or (ii) in the event of a breach by Buyer on any Day(s), payment by Buyer to Seller in an amount equal to the difference between the Contract Quantity and the actual quantity delivered by Seller and received by Buyer for such Day(s), multiplied by the positive difference, if any, obtained by subtracting the applicable Spot Price from the Contract Price. Imbalance Charges shall not be recovered under this Section 3.2, but Seller and/or Buyer shall be responsible for Imbalance Charges, if any, as provided in Section 4.3. The amount of such unfavorable difference shall be payable five Business Days after presentation of the performing party's invoice, which shall set forth the basis upon which such amount was calculated.

3.3. Notwithstanding Section 3.2, the parties may agree to Alternative Damages in a Transaction Confirmation executed in writing by both parties.

3.4. In addition to Sections 3.2 and 3.3, the parties may provide for a Termination Option in a Transaction Confirmation executed in writing by both parties. The Transaction Confirmation containing the Termination Option will designate the length of nonperformance triggering the Termination Option and the procedures for exercise thereof, how damages for nonperformance will be compensated, and how liquidation costs will be calculated.

SECTION 4. TRANSPORTATION, NOMINATIONS, AND IMBALANCES

4.1. Seller shall have the sole responsibility for transporting the Gas to the Delivery Point(s). Buyer shall have the sole responsibility for transporting the Gas from the Delivery Point(s).

4.2. The parties shall coordinate their nomination activities, giving sufficient time to meet the deadlines of the affected Transporter(s). Each party shall give the other party timely prior Notice, sufficient to meet the requirements of all Transporter(s) involved in the transaction, of the quantities of Gas to be delivered and purchased each Day. Should either party become aware that actual deliveries at the Delivery Point(s) are greater or lesser than the Scheduled Gas, such party shall promptly notify the other party.

4.3. The parties shall use commercially reasonable efforts to avoid imposition of any Imbalance Charges. If Buyer or Seller receives an invoice from a Transporter that includes Imbalance Charges, the parties shall determine the validity as well as the cause of such Imbalance Charges. If the Imbalance Charges were incurred as a result of Buyer's receipt of quantities of Gas greater than or less than the Scheduled Gas, then Buyer shall pay for such Imbalance Charges or reimburse Seller for such Imbalance Charges paid by Seller. If the Imbalance Charges were incurred as a result of Seller's delivery of quantities of Gas greater than or less than the Scheduled Gas, then Seller shall pay for such Imbalance Charges or reimburse Buyer for such Imbalance Charges paid by Buyer.

SECTION 5. QUALITY AND MEASUREMENT

All Gas delivered by Seller shall meet the pressure, quality and heat content requirements of the Receiving Transporter. The unit of quantity measurement for purposes of this Contract shall be one MMBtu dry. Measurement of Gas quantities hereunder shall be in accordance with the established procedures of the Receiving Transporter.

SECTION 6. TAXES

The parties have selected either "Buyer Pays At and After Delivery Point" or "Seller Pays Before and At Delivery Point" as indicated on the Base Contract.

Buyer Pays At and After Delivery Point:

Seller shall pay or cause to be paid all taxes, fees, levies, penalties, licenses or charges imposed by any government authority ("Taxes") on or with respect to the Gas prior to the Delivery Point(s). Buyer shall pay or cause to be paid all Taxes on or with respect to the Gas at the Delivery Point(s) and all Taxes after the Delivery Point(s). If a party is required to remit or pay Taxes that are the other party's responsibility hereunder, the party responsible for such Taxes shall promptly reimburse the other party for such Taxes. Any party entitled to an exemption from any such Taxes or charges shall furnish the other party any necessary documentation thereof.

Seller Pays Before and At Delivery Point:

Seller shall pay or cause to be paid all taxes, fees, levies, penalties, licenses or charges imposed by any government authority ("Taxes") on or with respect to the Gas prior to the Delivery Point(s) and all Taxes at the Delivery Point(s). Buyer shall pay or cause to be paid all Taxes on or with respect to the Gas after the Delivery Point(s). If a party is required to remit or pay Taxes that are the other party's responsibility hereunder, the party responsible for such Taxes shall promptly reimburse the other party for such Taxes. Any party entitled to an exemption from any such Taxes or charges shall furnish the other party any necessary documentation thereof.

SECTION 7. BILLING, PAYMENT, AND AUDIT

7.1. Seller shall invoice Buyer for Gas delivered and received in the preceding Month and for any other applicable charges, providing supporting documentation acceptable in industry practice to support the amount charged. If the actual quantity delivered is not known by the billing date, billing will be prepared based on the quantity of Scheduled Gas. The invoiced quantity will then be adjusted to the actual quantity on the following Month's billing or as soon thereafter as actual delivery information is available.

7.2. Buyer shall remit the amount due under Section 7.1 in the manner specified in the Base Contract, in immediately available funds, on or before the later of the Payment Date or 10 Days after receipt of the invoice by Buyer; provided that if the Payment Date is not a Business Day, payment is due on the next Business Day following that date. In the event any payments are due Buyer hereunder, payment to Buyer shall be made in accordance with this Section 7.2.

7.3. In the event payments become due pursuant to Sections 3.2 or 3.3, the performing party may submit an invoice to the nonperforming party for an accelerated payment setting forth the basis upon which the invoiced amount was calculated. Payment from the nonperforming party will be due five Business Days after receipt of invoice.

7.4. If the invoiced party, in good faith, disputes the amount of any such invoice or any part thereof, such invoiced party will pay such amount as it concedes to be correct; provided, however, if the invoiced party disputes the amount due, it must provide supporting documentation acceptable in industry practice to support the amount paid or disputed without undue delay. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

7.5. If the invoiced party fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent per annum; or (ii) the maximum applicable lawful interest rate.

7.6. A party shall have the right, at its own expense, upon reasonable Notice and at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Contract. This right to examine, audit, and to obtain copies shall not be available with respect to proprietary information not directly relevant to transactions under this Contract. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under- or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two years after the Month of Gas delivery. All retroactive adjustments under Section 7 shall be paid in full by the party owing payment within 30 Days of Notice and substantiation of such inaccuracy.

7.7. Unless the parties have elected on the Base Contract not to make this Section 7.7 applicable to this Contract, the parties shall net all undisputed amounts due and owing, and/or past due, arising under the Contract such that the party owing the greater amount shall make a single payment of the net amount to the other party in accordance with Section 7; provided that no payment required to be made pursuant to the terms of any Credit Support Obligation or pursuant to Section 7.3 shall be subject to netting under this Section. If the parties have executed a separate netting agreement, the terms and conditions therein shall prevail to the extent inconsistent herewith.

SECTION 8. TITLE, WARRANTY, AND INDEMNITY

8.1. Unless otherwise specifically agreed, title to the Gas shall pass from Seller to Buyer at the Delivery Point(s). Seller shall have responsibility for and assume any liability with respect to the Gas prior to its delivery to Buyer at the specified Delivery Point(s). Buyer shall have responsibility for and assume any liability with respect to said Gas after its delivery to Buyer at the Delivery Point(s).

8.2. Seller warrants that it will have the right to convey and will transfer good and merchantable title to all Gas sold hereunder and delivered by it to Buyer, free and clear of all liens, encumbrances, and claims. EXCEPT AS PROVIDED IN THIS SECTION 8.2 AND IN SECTION 15.8, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE, ARE DISCLAIMED.

8.3. Seller agrees to indemnify Buyer and save it harmless from all losses, liabilities or claims including reasonable attorneys' fees and costs of court ("Claims"), from any and all persons, arising from or out of claims of title, personal injury (including death) or property damage from said Gas or other charges thereon which attach before title passes to Buyer. Buyer agrees to indemnify Seller and save it harmless from all Claims, from any and all persons, arising from or out of claims regarding payment, personal injury (including death) or property damage from said Gas or other charges thereon which attach after title passes to Buyer.

8.4. The parties agree that the delivery of and the transfer of title to all Gas under this Contract shall take place within the Customs Territory of the United States (as defined in general note 2 of the Harmonized Tariff Schedule of the United States 19 U.S.C. §1202, General Notes, page 3); provided, however, that in the event Seller took title to the Gas outside the Customs Territory of the United States, Seller represents and warrants that it is the importer of record for all Gas entered and delivered into the United States, and shall be responsible for entry and entry summary filings as well as the payment of duties, taxes and fees, if any, and all applicable record keeping requirements.

8.5. Notwithstanding the other provisions of this Section 8, as between Seller and Buyer, Seller will be liable for all Claims to the extent that such arise from the failure of Gas delivered by Seller to meet the quality requirements of Section 5.

SECTION 9. NOTICES

9.1. All Transaction Confirmations, invoices, payment instructions, and other communications made pursuant to the Base Contract ("Notices") shall be made to the addresses specified in writing by the respective parties from time to time.

9.2. All Notices required hereunder shall be in writing and may be sent by facsimile or mutually acceptable electronic means, a nationally recognized overnight courier service, first class mail or hand delivered.

9.3. Notice shall be given when received on a Business Day by the addressee. In the absence of proof of the actual receipt date, the following presumptions will apply. Notices sent by facsimile shall be deemed to have been received upon the sending party's receipt of its facsimile machine's confirmation of successful transmission. If the day on which such facsimile is received is

not a Business Day or is after five p.m. on a Business Day, then such facsimile shall be deemed to have been received on the next following Business Day. Notice by overnight mail or courier shall be deemed to have been received on the next Business Day after it was sent or such earlier time as is confirmed by the receiving party. Notice via first class mail shall be considered delivered five Business Days after mailing.

9.4. The party receiving a commercially acceptable Notice of change in payment instructions or other payment information shall not be obligated to implement such change until ten Business Days after receipt of such Notice.

SECTION 10. FINANCIAL RESPONSIBILITY

10.1. If either party ("X") has reasonable grounds for insecurity regarding the performance of any obligation under this Contract (whether or not then due) by the other party ("Y") (including, without limitation, the occurrence of a material change in the creditworthiness of Y or its Guarantor, if applicable), X may demand Adequate Assurance of Performance. "Adequate Assurance of Performance" shall mean sufficient security in the form, amount, for a term, and from an issuer, all as reasonably acceptable to X, including, but not limited to cash, a standby irrevocable letter of credit, a prepayment, a security interest in an asset or guaranty. Y hereby grants to X a continuing first priority security interest in, lien on, and right of setoff against all Adequate Assurance of Performance in the form of cash transferred by Y to X pursuant to this Section 10.1. Upon the return by X to Y of such Adequate Assurance of Performance, the security interest and lien granted hereunder on that Adequate Assurance of Performance shall be released automatically and, to the extent possible, without any further action by either party.

10.2. In the event (each an "Event of Default") either party (the "Defaulting Party") or its Guarantor shall: (i) make an assignment or any general arrangement for the benefit of creditors; (ii) file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it; (iii) otherwise become bankrupt or insolvent (however evidenced); (iv) be unable to pay its debts as they fall due; (v) have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets; (vi) fail to perform any obligation to the other party with respect to any Credit Support Obligations relating to the Contract; (vii) fail to give Adequate Assurance of Performance under Section 10.1 within 48 hours but at least one Business Day of a written request by the other party; (viii) not have paid any amount due the other party hereunder on or before the second Business Day following written Notice that such payment is due; or (ix) be the affected party with respect to any Additional Event of Default; then the other party (the "Non-Defaulting Party") shall have the right, at its sole election, to immediately withhold and/or suspend deliveries or payments upon Notice and/or to terminate and liquidate the transactions under the Contract, in the manner provided in Section 10.3, in addition to any and all other remedies available hereunder.

10.3. If an Event of Default has occurred and is continuing, the Non-Defaulting Party shall have the right, by Notice to the Defaulting Party, to designate a Day, no earlier than the Day such Notice is given and no later than 20 Days after such Notice is given, as an early termination date (the "Early Termination Date") for the liquidation and termination pursuant to Section 10.3.1 of all transactions under the Contract, each a "Terminated Transaction". On the Early Termination Date, all transactions will terminate, other than those transactions, if any, that may not be liquidated and terminated under applicable law ("Excluded Transactions"), which Excluded Transactions must be liquidated and terminated as soon thereafter as is legally permissible, and upon termination shall be a Terminated Transaction and be valued consistent with Section 10.3.1 below. With respect to each Excluded Transaction, its actual termination date shall be the Early Termination Date for purposes of Section 10.3.1.

The parties have selected either "Early Termination Damages Apply" or "Early Termination Damages Do Not Apply" as indicated on the Base Contract.

Early Termination Damages Apply:

10.3.1. As of the Early Termination Date, the Non-Defaulting Party shall determine, in good faith and in a commercially reasonable manner, (i) the amount owed (whether or not then due) by each party with respect to all Gas delivered and received between the parties under Terminated Transactions and Excluded Transactions on and before the Early Termination Date and all other applicable charges relating to such deliveries and receipts (including without limitation any amounts owed under Section 3.2), for which payment has not yet been made by the party that owes such payment under this Contract and (ii) the Market Value, as defined below, of each Terminated Transaction. The Non-Defaulting Party shall (x) liquidate and accelerate each Terminated Transaction at its Market Value, so that each amount equal to the difference between such Market Value and the Contract Value, as defined below, of such Terminated Transaction(s) shall be due to the Buyer under the Terminated Transaction(s) if such Market Value exceeds the Contract Value and to the Seller if the opposite is the case; and (y) where appropriate, discount each amount then due under clause (x) above to present value in a commercially reasonable manner as of the Early Termination Date (to take account of the period between the date of liquidation and the date on which such amount would have otherwise been due pursuant to the relevant Terminated Transactions).

For purposes of this Section 10.3.1, "Contract Value" means the amount of Gas remaining to be delivered or purchased under a transaction multiplied by the Contract Price, and "Market Value" means the amount of Gas remaining to be delivered or purchased under a transaction multiplied by the market price for a similar transaction at the Delivery Point determined by the Non-Defaulting Party in a commercially reasonable manner. To ascertain the Market Value, the Non-Defaulting Party may consider, among other valuations, any or all of the settlement prices of NYMEX Gas futures contracts, quotations from leading dealers in energy swap contracts or physical gas trading markets, similar sales or purchases and any other bona fide third-party offers, all adjusted for the length of the term and differences in transportation costs. A party shall not be required to enter into a replacement transaction(s) in order to determine the Market Value. Any extension(s) of the term of a transaction to which parties are not bound as of the Early Termination Date (including but not limited to "evergreen provisions") shall not be considered in determining Contract Values and

Market Values. For the avoidance of doubt, any option pursuant to which one party has the right to extend the term of a transaction shall be considered in determining Contract Values and Market Values. The rate of interest used in calculating net present value shall be determined by the Non-Defaulting Party in a commercially reasonable manner.

Early Termination Damages Do Not Apply:

10.3.1. As of the Early Termination Date, the Non-Defaulting Party shall determine, in good faith and in a commercially reasonable manner, the amount owed (whether or not then due) by each party with respect to all Gas delivered and received between the parties under Terminated Transactions and Excluded Transactions on and before the Early Termination Date and all other applicable charges relating to such deliveries and receipts (including without limitation any amounts owed under Section 3.2), for which payment has not yet been made by the party that owes such payment under this Contract.

The parties have selected either "Other Agreement Setoffs Apply" or "Other Agreement Setoffs Do Not Apply" as indicated on the Base Contract.

Other Agreement Setoffs Apply:

Bilateral Setoff Option:

10.3.2. The Non-Defaulting Party shall net or aggregate, as appropriate, any and all amounts owing between the parties under Section 10.3.1, so that all such amounts are netted or aggregated to a single liquidated amount payable by one party to the other (the "Net Settlement Amount"). At its sole option and without prior Notice to the Defaulting Party, the Non-Defaulting Party is hereby authorized to setoff any Net Settlement Amount against (i) any margin or other collateral held by a party in connection with any Credit Support Obligation relating to the Contract; and (ii) any amount(s) (including any excess cash margin or excess cash collateral) owed or held by the party that is entitled to the Net Settlement Amount under any other agreement or arrangement between the parties.

Triangular Setoff Option:

10.3.2. The Non-Defaulting Party shall net or aggregate, as appropriate, any and all amounts owing between the parties under Section 10.3.1, so that all such amounts are netted or aggregated to a single liquidated amount payable by one party to the other (the "Net Settlement Amount"). At its sole option, and without prior Notice to the Defaulting Party, the Non-Defaulting Party is hereby authorized to setoff (i) any Net Settlement Amount against any margin or other collateral held by a party in connection with any Credit Support Obligation relating to the Contract; (ii) any Net Settlement Amount against any amount(s) (including any excess cash margin or excess cash collateral) owed by or to a party under any other agreement or arrangement between the parties; (iii) any Net Settlement Amount owed to the Non-Defaulting Party against any amount(s) (including any excess cash margin or excess cash collateral) owed by the Non-Defaulting Party or its Affiliates to the Defaulting Party under any other agreement or arrangement; (iv) any Net Settlement Amount owed to the Defaulting Party against any amount(s) (including any excess cash margin or excess cash collateral) owed by the Defaulting Party to the Non-Defaulting Party or its Affiliates under any other agreement or arrangement; and/or (v) any Net Settlement Amount owed to the Defaulting Party against any amount(s) (including any excess cash margin or excess cash collateral) owed by the Defaulting Party or its Affiliates to the Non-Defaulting Party under any other agreement or arrangement.

Other Agreement Setoffs Do Not Apply:

10.3.2. The Non-Defaulting Party shall net or aggregate, as appropriate, any and all amounts owing between the parties under Section 10.3.1, so that all such amounts are netted or aggregated to a single liquidated amount payable by one party to the other (the "Net Settlement Amount"). At its sole option and without prior Notice to the Defaulting Party, the Non-Defaulting Party may setoff any Net Settlement Amount against any margin or other collateral held by a party in connection with any Credit Support Obligation relating to the Contract.

10.3.3. If any obligation that is to be included in any netting, aggregation or setoff pursuant to Section 10.3.2 is unascertained, the Non-Defaulting Party may in good faith estimate that obligation and net, aggregate or setoff, as applicable, in respect of the estimate, subject to the Non-Defaulting Party accounting to the Defaulting Party when the obligation is ascertained. Any amount not then due which is included in any netting, aggregation or setoff pursuant to Section 10.3.2 shall be discounted to net present value in a commercially reasonable manner determined by the Non-Defaulting Party.

10.4. As soon as practicable after a liquidation, Notice shall be given by the Non-Defaulting Party to the Defaulting Party of the Net Settlement Amount, and whether the Net Settlement Amount is due to or due from the Non-Defaulting Party. The Notice shall include a written statement explaining in reasonable detail the calculation of the Net Settlement Amount, provided that failure to give such Notice shall not affect the validity or enforceability of the liquidation or give rise to any claim by the Defaulting Party against the Non-Defaulting Party. The Net Settlement Amount as well as any setoffs applied against such amount pursuant to Section 10.3.2, shall be paid by the close of business on the second Business Day following such Notice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the Net Settlement Amount as adjusted by setoffs, shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent per annum; or (ii) the maximum applicable lawful interest rate.

10.5. The parties agree that the transactions hereunder constitute a "forward contract" within the meaning of the United States Bankruptcy Code and that Buyer and Seller are each "forward contract merchants" within the meaning of the United States Bankruptcy Code.

10.6. The Non-Defaulting Party's remedies under this Section 10 are the sole and exclusive remedies of the Non-Defaulting Party with respect to the occurrence of any Early Termination Date. Each party reserves to itself all other rights, setoffs, counterclaims and other defenses that it is or may be entitled to arising from the Contract.

10.7. With respect to this Section 10, if the parties have executed a separate netting agreement with close-out netting provisions, the terms and conditions therein shall prevail to the extent inconsistent herewith.

SECTION 11. FORCE MAJEURE

11.1. Except with regard to a party's obligation to make payment(s) due under Section 7, Section 10.4, and Imbalance Charges under Section 4, neither party shall be liable to the other for failure to perform a Firm obligation, to the extent such failure was caused by Force Majeure. The term "Force Majeure" as employed herein means any cause not reasonably within the control of the party claiming suspension, as further defined in Section 11.2.

11.2. Force Majeure shall include, but not be limited to, the following: (i) physical events such as acts of God, landslides, lightning, earthquakes, fires, storms or storm warnings, such as hurricanes, which result in evacuation of the affected area, floods, washouts, explosions, breakage or accident or necessity of repairs to machinery or equipment or lines of pipe; (ii) weather related events affecting an entire geographic region, such as low temperatures which cause freezing or failure of wells or lines of pipe; (iii) interruption and/or curtailment of Firm transportation and/or storage by Transporters; (iv) acts of others such as strikes, lockouts or other industrial disturbances, riots, sabotage, insurrections or wars, or acts of terror; and (v) governmental actions such as necessity for compliance with any court order, law, statute, ordinance, regulation, or policy having the effect of law promulgated by a governmental authority having jurisdiction. Seller and Buyer shall make reasonable efforts to avoid the adverse impacts of a Force Majeure and to resolve the event or occurrence once it has occurred in order to resume performance.

11.3. Neither party shall be entitled to the benefit of the provisions of Force Majeure to the extent performance is affected by any or all of the following circumstances: (i) the curtailment of interruptible or secondary Firm transportation unless primary, in-path, Firm transportation is also curtailed; (ii) the party claiming excuse failed to remedy the condition and to resume the performance of such covenants or obligations with reasonable dispatch; or (iii) economic hardship, to include, without limitation, Seller's ability to sell Gas at a higher or more advantageous price than the Contract Price, Buyer's ability to purchase Gas at a lower or more advantageous price than the Contract Price, or a regulatory agency disallowing, in whole or in part, the pass through of costs resulting from this Contract; (iv) the loss of Buyer's market(s) or Buyer's inability to use or resell Gas purchased hereunder, except, in either case, as provided in Section 11.2; or (v) the loss or failure of Seller's gas supply or depletion of reserves, except, in either case, as provided in Section 11.2. The party claiming Force Majeure shall not be excused from its responsibility for Imbalance Charges.

11.4. Notwithstanding anything to the contrary herein, the parties agree that the settlement of strikes, lockouts or other industrial disturbances shall be within the sole discretion of the party experiencing such disturbance.

11.5. The party whose performance is prevented by Force Majeure must provide Notice to the other party. Initial Notice may be given orally; however, written Notice with reasonably full particulars of the event or occurrence is required as soon as reasonably possible. Upon providing written Notice of Force Majeure to the other party, the affected party will be relieved of its obligation, from the onset of the Force Majeure event, to make or accept delivery of Gas, as applicable, to the extent and for the duration of Force Majeure, and neither party shall be deemed to have failed in such obligations to the other during such occurrence or event.

11.6. Notwithstanding Sections 11.2 and 11.3, the parties may agree to alternative Force Majeure provisions in a Transaction Confirmation executed in writing by both parties.

SECTION 12. TERM

This Contract may be terminated on 30 Day's written Notice, but shall remain in effect until the expiration of the latest Delivery Period of any transaction(s). The rights of either party pursuant to Section 7.6, Section 10, Section 13, the obligations to make payment hereunder, and the obligation of either party to indemnify the other, pursuant hereto shall survive the termination of the Base Contract or any transaction.

SECTION 13. LIMITATIONS

FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED HEREIN OR IN A TRANSACTION, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY HEREIN PROVIDED, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY. WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED HEREUNDER CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS.

SECTION 14. MARKET DISRUPTION

If a Market Disruption Event has occurred then the parties shall negotiate in good faith to agree on a replacement price for the Floating Price (or on a method for determining a replacement price for the Floating Price) for the affected Day, and if the parties have not so agreed on or before the second Business Day following the affected Day then the replacement price for the Floating Price shall be determined within the next two following Business Days with each party obtaining, in good faith and from non-affiliated market participants in the relevant market, two quotes for prices of Gas for the affected Day of a similar quality and quantity in the geographical location closest in proximity to the Delivery Point and averaging the four quotes. If either party fails to provide two quotes then the average of the other party's two quotes shall determine the replacement price for the Floating Price. "Floating Price" means the price or a factor of the price agreed to in the transaction as being based upon a specified index. "Market Disruption Event" means, with respect to an index specified for a transaction, any of the following events: (a) the failure of the index to announce or publish information necessary for determining the Floating Price; (b) the failure of trading to commence or the permanent discontinuation or material suspension of trading on the exchange or market acting as the index; (c) the temporary or permanent discontinuance or unavailability of the index; (d) the temporary or permanent closing of any exchange acting as the index; or (e) both parties agree that a material change in the formula for or the method of determining the Floating Price has occurred. For the purposes of the calculation of a replacement price for the Floating Price, all numbers shall be rounded to three decimal places. If the fourth decimal number is five or greater, then the third decimal number shall be increased by one and if the fourth decimal number is less than five, then the third decimal number shall remain unchanged.

SECTION 15. MISCELLANEOUS

15.1. This Contract shall be binding upon and inure to the benefit of the successors, assigns, personal representatives, and heirs of the respective parties hereto, and the covenants, conditions, rights and obligations of this Contract shall run for the full term of this Contract. No assignment of this Contract, in whole or in part, will be made without the prior written consent of the non-assigning party (and shall not relieve the assigning party from liability hereunder), which consent will not be unreasonably withheld or delayed; provided, either party may (i) transfer, sell, pledge, encumber, or assign this Contract or the accounts, revenues, or proceeds hereof in connection with any financing or other financial arrangements, or (ii) transfer its interest to any parent or Affiliate by assignment, merger or otherwise without the prior approval of the other party. Upon any such assignment, transfer and assumption, the transferor shall remain principally liable for and shall not be relieved of or discharged from any obligations hereunder.

15.2. If any provision in this Contract is determined to be invalid, void or unenforceable by any court having jurisdiction, such determination shall not invalidate, void, or make unenforceable any other provision, agreement or covenant of this Contract.

15.3. No waiver of any breach of this Contract shall be held to be a waiver of any other or subsequent breach.

15.4. This Contract sets forth all understandings between the parties respecting each transaction subject hereto, and any prior contracts, understandings and representations, whether oral or written, relating to such transactions are merged into and superseded by this Contract and any effective transaction(s). This Contract may be amended only by a writing executed by both parties.

15.5. The interpretation and performance of this Contract shall be governed by the laws of the jurisdiction as indicated on the Base Contract, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction.

15.6. This Contract and all provisions herein will be subject to all applicable and valid statutes, rules, orders and regulations of any governmental authority having jurisdiction over the parties, their facilities, or Gas supply, this Contract or transaction or any provisions thereof.

15.7. There is no third party beneficiary to this Contract.

15.8. Each party to this Contract represents and warrants that it has full and complete authority to enter into and perform this Contract. Each person who executes this Contract on behalf of either party represents and warrants that it has full and complete authority to do so and that such party will be bound thereby.

15.9. The headings and subheadings contained in this Contract are used solely for convenience and do not constitute a part of this Contract between the parties and shall not be used to construe or interpret the provisions of this Contract.

15.10. Unless the parties have elected on the Base Contract not to make this Section 15.10 applicable to this Contract, neither party shall disclose directly or indirectly without the prior written consent of the other party the terms of any transaction to a third party (other than the employees, lenders, royalty owners, counsel, accountants and other agents of the party, or prospective purchasers of all or substantially all of a party's assets or of any rights under this Contract, provided such persons shall have agreed to keep such terms confidential) except (i) in order to comply with any applicable law, order, regulation, or exchange rule, (ii) to the extent necessary for the enforcement of this Contract, (iii) to the extent necessary to implement any transaction, (iv) to the extent necessary to comply with a regulatory agency's reporting requirements including but not limited to gas cost recovery proceedings; or (v) to the extent such information is delivered to such third party for the sole purpose of calculating a published index. Each party shall notify the other party of any proceeding of which it is aware which may result in disclosure of the terms of any transaction (other than as permitted hereunder) and use reasonable efforts to prevent or limit the disclosure. The existence of this Contract is not subject to this confidentiality obligation. Subject to Section 13, the parties shall be entitled to all remedies available at law or in equity to enforce, or seek relief in connection with this confidentiality obligation. The terms of any transaction hereunder shall be kept confidential by the parties hereto for one year from the expiration of the transaction.

In the event that disclosure is required by a governmental body or applicable law, the party subject to such requirement may disclose the material terms of this Contract to the extent so required, but shall promptly notify the other party, prior to disclosure.

and shall cooperate (consistent with the disclosing party's legal obligations) with the other party's efforts to obtain protective orders or similar restraints with respect to such disclosure at the expense of the other party.

15.11. The parties may agree to dispute resolution procedures in Special Provisions attached to the Base Contract or in a Transaction Confirmation executed in writing by both parties

15.12. Any original executed Base Contract, Transaction Confirmation or other related document may be digitally copied, photocopied, or stored on computer tapes and disks (the "Imaged Agreement"). The Imaged Agreement, if introduced as evidence on paper, the Transaction Confirmation, if introduced as evidence in automated facsimile form, the recording, if introduced as evidence in its original form, and all computer records of the foregoing, if introduced as evidence in printed format, in any judicial, arbitration, mediation or administrative proceedings will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither Party shall object to the admissibility of the recording, the Transaction Confirmation, or the Imaged Agreement on the basis that such were not originated or maintained in documentary form. However, nothing herein shall be construed as a waiver of any other objection to the admissibility of such evidence.

DISCLAIMER: The purposes of this Contract are to facilitate trade, avoid misunderstandings and make more definite the terms of contracts of purchase and sale of natural gas. Further, NAESB does not mandate the use of this Contract by any party. NAESB DISCLAIMS AND EXCLUDES, AND ANY USER OF THIS CONTRACT ACKNOWLEDGES AND AGREES TO NAESB'S DISCLAIMER OF, ANY AND ALL WARRANTIES, CONDITIONS OR REPRESENTATIONS, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THIS CONTRACT OR ANY PART THEREOF, INCLUDING ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS OR SUITABILITY FOR ANY PARTICULAR PURPOSE (WHETHER OR NOT NAESB KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE), WHETHER ALLEGED TO ARISE BY LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, OR BY COURSE OF DEALING. EACH USER OF THIS CONTRACT ALSO AGREES THAT UNDER NO CIRCUMSTANCES WILL NAESB BE LIABLE FOR ANY DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY USE OF THIS CONTRACT.

TRANSACTION CONFIRMATION
FOR IMMEDIATE DELIVERY

EXHIBIT A

Letterhead/Logo	Date: _____ Transaction Confirmation #: _____			
<p>This Transaction Confirmation is subject to the Base Contract between Seller and Buyer dated _____. The terms of this Transaction Confirmation are binding unless disputed in writing within 2 Business Days of receipt unless otherwise specified in the Base Contract.</p>				
<p>SELLER:</p> <p>_____</p> <p>_____</p> <p>Attn: _____</p> <p>Phone: _____</p> <p>Fax: _____</p> <p>Base Contract No. _____</p> <p>Transporter: _____</p> <p>Transporter Contract Number: _____</p>	<p>BUYER:</p> <p>_____</p> <p>_____</p> <p>Attn: _____</p> <p>Phone: _____</p> <p>Fax: _____</p> <p>Base Contract No. _____</p> <p>Transporter: _____</p> <p>Transporter Contract Number: _____</p>			
Contract Price: \$ _____ /MMBtu or _____				
Delivery Period: Begin: _____, _____ End: _____, _____				
<p>Performance Obligation and Contract Quantity: (Select One)</p> <table style="width: 100%;"> <tr> <td style="width: 33%;"> <p>Firm (Fixed Quantity):</p> <p>_____ MMBtus/day</p> <p><input type="checkbox"/> EFP</p> </td> <td style="width: 33%;"> <p>Firm (Variable Quantity):</p> <p>_____ MMBtus/day Minimum</p> <p>_____ MMBtus/day Maximum</p> <p>subject to Section 4.2. at election of</p> <p><input type="checkbox"/> Buyer or <input type="checkbox"/> Seller</p> </td> <td style="width: 33%;"> <p>Interruptible:</p> <p>Up to _____ MMBtuc/day</p> </td> </tr> </table>		<p>Firm (Fixed Quantity):</p> <p>_____ MMBtus/day</p> <p><input type="checkbox"/> EFP</p>	<p>Firm (Variable Quantity):</p> <p>_____ MMBtus/day Minimum</p> <p>_____ MMBtus/day Maximum</p> <p>subject to Section 4.2. at election of</p> <p><input type="checkbox"/> Buyer or <input type="checkbox"/> Seller</p>	<p>Interruptible:</p> <p>Up to _____ MMBtuc/day</p>
<p>Firm (Fixed Quantity):</p> <p>_____ MMBtus/day</p> <p><input type="checkbox"/> EFP</p>	<p>Firm (Variable Quantity):</p> <p>_____ MMBtus/day Minimum</p> <p>_____ MMBtus/day Maximum</p> <p>subject to Section 4.2. at election of</p> <p><input type="checkbox"/> Buyer or <input type="checkbox"/> Seller</p>	<p>Interruptible:</p> <p>Up to _____ MMBtuc/day</p>		
<p>Delivery Point(s): _____</p> <p>(If a pooling point is used, list a specific geographic and pipeline location):</p>				
<p>Special Conditions:</p> <p>_____</p> <p>_____</p>				
<p>Seller: _____</p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>Buyer: _____</p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p>			

Special Provisions Omitted From The Public Version

APPENDIX A

EXECUTION COPY

GUARANTY OF EQT CORPORATION

THIS GUARANTY, dated as of _____ (the "Effective Date") is made by EQT CORPORATION, a Pennsylvania corporation (the "Guarantor"), in favor of New England NG Supply Limited (the "Counterparty").

1. **Guaranty.** To induce the Counterparty to enter into one or more contracts involving the purchase, sale, transportation or exchange of natural gas or other energy commodities, commodity price swaps, commodity option transactions or similar transactions with respect to natural gas or other energy commodities or energy related services (the "Transactions") with EQT Energy, LLC (the "Obligor") including but not limited to that certain Base Contract for Sale and Purchase of Natural Gas, entered into as of _____, between Counterparty and Obligor (the "Base Contract" and, together with the Special Provisions attached to and forming part of the Base Contract, as the Base Contract and said Special Provisions may be amended, modified, supplemented or restated, collectively the "Contract"), the Guarantor unconditionally and irrevocably guarantees to the Counterparty and its successors, endorsees and permitted assigns the prompt payment, as and when due, subject to any applicable grace period, of all liabilities and obligations of the Obligor, up to a maximum aggregate limit of _____ to the Counterparty arising on or after the Effective Date under or in connection with the Transactions or the Contract (the "Obligations"). The Obligations are deemed to include, without limitation, interest and any other charges due and payable such as late fees, service charges, cover costs or liquidated damages (but only if, and to the extent, provided for in the underlying contract). This Guaranty constitutes a guarantee of payment when due and not of collection. Subject to the other terms of this Guaranty, the liability of the Guarantor under this Guaranty is limited to Obligations expressly required under the Transactions, the Contract (and any other underlying contracts) and, except as specifically provided therein, the Guarantor shall not be liable for or required to pay any consequential or indirect loss (including, but not limited to, loss of profits), exemplary damages, punitive damages, special damages, equitable damages or any other damages or costs.

2. **Nature of Guaranty; Waivers.**

- a. The Guarantor's obligations hereunder are unconditional and shall not be affected by the existence, validity, enforceability of the Contract or any other underlying contracts or instruments evidencing the Transactions, the perfection or extent of any collateral therefor or by any other circumstance relating to the Obligations or the Contract that might otherwise constitute a legal or equitable discharge of or defense to the Guarantor. Guarantor agrees that Counterparty may at any time and from time to time, either before or after the maturity thereof, without notice to or further consent of Guarantor, extend the time of payment of any of the Obligations, and may also make any agreement with the Obligor on any of the Obligations, for the extension, renewal, payment, compromise, discharge, or release thereof, in whole or in part, or for any modification of the terms thereof or of any agreement between Counterparty and Obligor, in each case without in any way impairing or affecting this Guaranty or the Guarantor's obligations hereunder. The Guarantor agrees that the Counterparty may resort to the Guarantor for payment of any of the Obligations

whether or not the Counterparty shall have resorted to any collateral therefor or shall have proceeded against the Obligor or any other obligor principally or secondarily obligated with respect to any of the Obligations. The Counterparty shall not be obligated to file any claim relating to the Obligations in the event that the Obligor becomes subject to a bankruptcy, reorganization or similar proceeding, and the failure of the Counterparty to so file shall not affect the Guarantor's obligations hereunder.

- b. In the event that any payment to the Counterparty in respect of any Obligations is rescinded or must otherwise be returned for any reason whatsoever, the Guarantor shall remain jointly and severally liable hereunder with respect to such Obligations as if such payment had not been made.
- c. Guarantor hereby waives diligence, presentment, protest, notice or demand for payment (except as provided in Section 3 below).
- d. The Guarantor shall have the right to assert defenses which the Obligor may have under the Contract to payment of any Obligations other than defenses arising from the bankruptcy or insolvency of the Obligor and other defenses expressly waived hereby.

3. **Demands of Notice.** The Counterparty shall make demand of payment upon the Guarantor of all amounts due hereunder. Such demand shall be in writing and shall state the amount due, with specific statement that the Counterparty is calling upon the Guarantor to pay under this Guaranty. The Guarantor shall pay such Obligations, in accordance with this Guaranty, within five (5) Business Days of receipt of such demand. There are no other requirements of notice, presentment or demand that are required to be made under this Guaranty. "Business Day" means any day other than a Saturday, a Sunday or a day on which banks in New York, New York are authorized or obligated by law or governmental order to close.

4. **Termination.** This Guaranty is an absolute, unconditional and continuing guarantee and shall remain in full force and effect until the earlier of (i) the date on which the Contract (and any other underlying contracts between the Counterparty and the Obligor) shall have terminated and none of the Obligations remain outstanding, and (ii) the date on which this Guaranty is terminated by mutual written agreement of the Guarantor and the Counterparty. Any such termination of this Guaranty with respect to the Guarantor shall in no way affect, as to the Guarantor, any Obligation which arose before, and was existing on or before, the effective date of such termination and shall in no way affect the obligations of any other Guarantor hereunder. Notwithstanding the foregoing or anything else in this Guaranty to the contrary, this Guaranty shall continue to be effective or be reinstated, as the case may be, if at any time, payment, or any part thereof, of any Obligations or interest thereon is rescinded for any reason or must otherwise be restored by Counterparty.

5. **Expenses.** In addition to the obligations of Guarantor set forth elsewhere in this Guaranty, the Guarantor agrees to pay on demand all fees and out of pocket expenses (including the

reasonable fees and expenses of the Counterparty's counsel) in any way relating to the enforcement of Guarantor's obligations hereunder or the protection of the rights of the Counterparty hereunder; provided, however, that the Guarantor shall not be liable for any expenses of the Counterparty if no payment under this Guaranty is due. For the avoidance of doubt, the maximum aggregate Guaranty amount set forth in Section 1 shall not apply to expenses for which Guarantor is liable pursuant to this Section 5.

6. **Subrogation.** The Guarantor will not exercise any rights that it may acquire by way of subrogation until all Obligations shall have been paid in full. Subject to the foregoing, upon payment of all such Obligations (including as set forth in Section 2(b) hereof), the Guarantor shall be subrogated to the rights of Counterparty against the Obligor, and Counterparty agrees to take such steps, at the Guarantor's expense, as the Guarantor may reasonably request to implement such subrogation.

7. **No Waiver; Cumulative Rights.** No failure on the part of the Counterparty to exercise, and no delay in exercising, any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by the Counterparty of any right, remedy or power hereunder preclude any other or future exercise of any right, remedy or power. Each and every right, remedy and power hereby granted to the Counterparty or allowed it by law or other agreement shall be cumulative and not exclusive of any other, and may be exercised by the Counterparty at any time or from time to time.

8. **Representations and Warranties.** The Guarantor hereby represents and warrants that:

- a. it is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization and has full corporate or limited liability company power to execute, deliver and perform this Guaranty;
- b. the execution, delivery and performance of this Guaranty by it (i) have been and remain duly authorized by all necessary corporate or limited liability company action, and (ii) does not contravene any provision of its certificate of incorporation, bylaws, operating agreement or other organizational documents, as amended to date, or any law, regulation, rule, decree, order, judgment or contractual restriction binding on it or its assets;
- c. all consents, licenses, clearances, authorizations and approvals of, and registrations and declarations with, any governmental authority or regulatory body or any other individual or entity necessary for the due execution, delivery and performance by it of this Guaranty have been obtained and remain in full force and effect and all conditions thereof have been duly complied with, and no other action by, and no notice to or filing with, any governmental authority or regulatory body or any other individual or entity is required in connection with the execution, delivery or performance by it of this Guaranty; and
- d. this Guaranty constitutes a legal, valid and binding obligation of it enforceable against it in accordance with its terms, subject to bankruptcy, insolvency,

reorganization, moratorium and other laws of general applicability relating to or affecting creditors' rights and to general equity principles.

9. **Assignment.** Neither the Guarantor nor the Counterparty may assign its rights, interests or obligations hereunder to any other person without the prior written consent of the Guarantor or the Counterparty, as the case may be, which consent shall not be unreasonably withheld or delayed; provided, however, that Counterparty may assign its rights, interests or obligations hereunder, in whole or in part, without the prior written consent of the Guarantor, to the extent that Counterparty may assign the Contract without the consent of the Obligor.

10. **Amendment.** This Guaranty may be amended or modified only by a written instrument signed by the Guarantor and the Counterparty, provided, however, that an increase in the maximum aggregate Guaranty amount in Section 1 or an extension of the term of this Guaranty as set forth in Section 4 may be effected unilaterally by the Guarantor by written notice from the Guarantor to the Counterparty.

11. **Notices.** All notices or demands shall be deemed effective when received, shall be in writing and shall be delivered by hand, overnight courier, or by certified or registered mail, or by facsimile transmission promptly confirmed by one of the other stated methods of delivery, addressed to such party at the applicable address or facsimile number for such party set forth below:

EQT Corporation
625 Liberty Avenue, Suite 1700
Pittsburgh, PA 15222
Attn: Corporate Credit
Email: EQTCreditGroup@eqt.com

New England NG Supply Limited
300 Union Street, PO Box 5777
Saint John, New Brunswick, E2L 4M3
Canada
Attention: Co-Chief Executive Officer
Fax: 506-632-6451

With Copy to:
New England NG Supply Limited
300 Union Street, PO Box 5777
Saint John, New Brunswick, E2L 4M3
Canada
Attention: Secretary
Fax: 506-658-0517

or to such other address or facsimile number for any party as such party shall have notified all other parties in a written notice.

12. **Governing Law.** This Guaranty shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its conflicts of law principles.

13. **Partial Invalidity.** In the event that any provision of this Guaranty is declared to be illegal, invalid, or otherwise unenforceable by a court of competent jurisdiction or regulatory authority, the remainder of this Guaranty shall not be affected except to the extent necessary to delete such illegal, invalid, or unenforceable provision unless the deletion of such provision would substantially impair the respective benefits of the remaining portions of this Guaranty.

14. **Miscellaneous.** This Guaranty constitutes the entire agreement and understanding between the Guarantor and the Counterparty with respect to the Obligations and supersedes and replaces in its entirety any and all guaranties previously issued by the Guarantor to the Counterparty with respect to the Obligations, or any part of them. This Guaranty shall be binding upon and inure to the benefit of each party hereto and their respective successors and permitted assigns. The headings in this Guaranty are for purposes of reference only, and shall not affect the meaning hereof. A signature delivered by facsimile or by any reliable electronic transmission shall be deemed to be an original signature for purposes of the Guaranty and shall be binding upon Guarantor as an original signature. Notwithstanding that Guarantor may deliver a signature by facsimile or other electronic means as aforesaid, Guarantor covenants to deliver an originally executed counterpart of this Guaranty to Counterparty within five business days after executing the Guaranty.

IN WITNESS WHEREOF, this Guaranty has been duly executed and delivered by the Guarantor to the Counterparty as of the Effective Date.

EQT CORPORATION

By: _____

Name: _____

Title: _____

RECEIVED

By DOE/FE at 4:19 pm, Aug 03, 2016

**NEW ENGLAND NG SUPPLY LIMITED
OFFICERS' CERTIFICATE**

TO: U.S. Department of Energy
AND TO: Stewart McKelvey

The undersigned, Assistant Secretary of New England NG Supply Limited (the "Corporation") hereby certifies for and on behalf of the Corporation as follows:

1. The Corporation is a subsisting corporation under the *Business Corporations Act* (New Brunswick) (the "Act") and is in good standing under the laws of such jurisdiction with respect to the filing of annual returns or other information notices required to be filed by the Corporation under such laws.
2. Attached hereto as **Appendix "A"** is a true and complete copy of the articles of the Corporation. Such articles constitute the sole incorporating documents of the Corporation, have not been amended, are in full force and effect and no proceedings have been taken or are pending to amend, surrender or cancel them.
3. Attached hereto as **Appendix "B"** is a true and correct copy of the bylaws of the Corporation which bylaws remain in full force and effect, unamended and unrescinded as of the date hereof.
4. No proceedings have been commenced under any legislation or otherwise for the dissolution or winding-up of the Corporation, no bankruptcy or insolvency proceedings have been commenced against the Corporation, no resolutions of the shareholders or the directors of the Corporation have been passed relating to the dissolution or winding-up of the Corporation and no act of bankruptcy has been committed by the Corporation.

Dated as of the 5th day of May, 2016.



Name: Bruce A. Drost
Title: Assistant Secretary

APPENDIX "A"
Articles of Incorporation



CANADA
PROVINCE OF NEW BRUNSWICK
BUSINESS CORPORATIONS ACT

CANADA
PROVINCE DU NOUVEAU-BRUNSWICK
LOI SUR LES CORPORATIONS
COMMERCIALES

CERTIFICATE OF INCORPORATION
(SECTION 6)

CERTIFICAT DE CONSTITUTION
EN CORPORATION
(ARTICLE 6)

New England NG Supply Limited

Name of Corporation / Raison sociale de la corporation

679268

Corporation Number / Numéro de la corporation

I HEREBY CERTIFY that the above-mentioned corporation, the Articles of Incorporation of which are attached, was incorporated under the Business Corporations Act of the Province of New Brunswick.

JE CERTIFIE que la corporation mentionnée ci-dessus, dont les statuts constitutifs sont joints à ce certificat, a été constituée en corporation en vertu de la Loi sur les corporations commerciales de la province du Nouveau-Brunswick

Director - Directeur

October 31, 2014 - le 31 octobre 2014

Date of Incorporation - Date de constitution



**BUSINESS CORPORATIONS ACT
FORM 1
ARTICLES OF INCORPORATION
(SECTION 4)**

**LOI SUR LES CORPORATIONS COMMERCIALES
FORMULE 1
STATUTS CONSTITUTIFS
(ARTICLE 4)**

1 - Name of Corporation:

Raison sociale de la corporation:

New England NG Supply Limited

2 - The classes and any maximum number of shares that the corporation is authorized to issue and any maximum aggregate amount for which shares may be issued including shares without par value and/or with par value and the amount of the par value:

Les catégories et le nombre maximal d'actions que la coporation peut émettre ainsi que le montant maximal global pour lequel les actions peuvent être émises y compris les actions sans valeur au pair ou avec valeur au pair ou les deux et le montant de la valeur au pair:

See Schedule - Share Structure

3 - Restrictions, if any, on share transfers:

Restrictions, s'il y en a, au transfert d'actions:

See Schedule - Restrictions on Share Transfer

4 - Number (or minimum and maximum number) of directors:

Nombre (ou nombre minimum et maximum) des administrateurs:

Minimum **1** Maximum **15**

5 - Restrictions, if any, on business the corporation may carry on:

Restrictions, s'il y en a, à l'activité que peut exercer la coporation:

None

6 - Other provisions, if any:

D'autres dispositions, le cas échéant:

See Schedule - Other Provisions

7 - Incorporators:

Fondateurs:

Date	Names - Noms	Address (include postal code) Adresses (y compris le code postal)	Signature
2014-10-31	Bruce A. Drost	300 Union Street Saint John NB E2L 4Z2	Bruce A. Drost

FOR DEPARTMENT USE ONLY

RÉSERVÉ À L'USAGE DU MINISTRÈRE

Corporation No. - No. de Corporation
TN# 1238519

679268

Filed - Déposé

2014-10-31

45-4104 (6/01)

New England NG Supply Limited

Schedule - Share Structure

The number and classes of shares that the Corporation is authorized to issue are as follows:

(i) one (1) class of Class A preferred shares without nominal or par value (hereinafter designated and referred to as the "Class A preferred shares") unlimited as to number and issuable in series, with the following series hereby authorized:

- (a) five million (5,000,000) Class A preferred shares, Series 1;
- (b) five million (5,000,000) Class A preferred shares, Series 2; and
- (c) five million (5,000,000) Class A preferred shares, Series 3;

(ii) one (1) class of non-cumulative, redeemable, retractable, non-voting Class B preferred shares without nominal or par value (herein designated and referred to as the "Class B preferred shares") unlimited as to number;

(iii) one (1) class of Class C preferred shares without nominal or par value (herein designated and referred to as the "Class C preferred shares") unlimited as to number and issuable in series, with the following series hereby authorized:

- (a) ten million (10,000,000) Class C preferred shares, Series 1;
- (b) ten million (10,000,000) Class C preferred shares, Series 2;
- (c) ten million (10,000,000) Class C preferred shares, Series 3;
- (d) ten million (10,000,000) Class C preferred shares, Series 4;
- (e) ten million (10,000,000) Class C preferred shares, Series 5;
- (f) ten million (10,000,000) Class C preferred shares, Series 6;
- (g) ten million (10,000,000) Class C preferred shares, Series 7;
- (h) ten million (10,000,000) Class C preferred shares, Series 8;
- (i) ten million (10,000,000) Class C preferred shares, Series 9;
- (j) ten million (10,000,000) Class C preferred shares, Series 10;
- (k) ten million (10,000,000) Class C preferred shares, Series 11;
- (l) ten million (10,000,000) Class C preferred shares, Series 12;
- (m) ten million (10,000,000) Class C preferred shares, Series 13;
- (n) ten million (10,000,000) Class C preferred shares, Series 14; and
- (o) ten million (10,000,000) Class C preferred shares, Series 15;

(iv) one (1) class of non-cumulative, redeemable, retractable, non-voting Class D preferred shares without nominal or par value (herein designated and referred to as "Class D preferred shares") unlimited as to number;

(v) one (1) class of non-cumulative, redeemable, non-voting Class E preferred shares without nominal or par value (herein designated and referred to as "Class E preferred shares") unlimited as to number; and

(vi) one (1) class of common shares without nominal or par value (hereinafter designated and referred to as the "common shares") unlimited as to number.

1. General

(a) Where used in these share provisions the following words and phrases shall have the following meanings, unless the context otherwise requires:

(i) "NBBCA" means the Business Corporation Act (New Brunswick) as such statute may from time to time be amended, varied, replaced or re-enacted;

(ii) "Return of Capital" means a distribution of assets of the Corporation in the event of liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary, or any other distribution of assets of the Corporation among its shareholders for the purpose of winding-up its affairs; and

(iii) "Senior Preferred Shares" mean, collectively, the Class A preferred shares of every series, the Class B preferred shares, the Class C preferred shares of every series and the Class D preferred shares in the capital of the Corporation.

(b) In the event of a redemption of any shares of any class or series of the Corporation, any reference in these share provisions to "in accordance with the redemption provisions" shall mean in accordance with the following provisions:

(i) Not less than ten (10) days notice in writing of such redemption shall be given by mailing such notice to the registered holders of the shares to be redeemed to the last known address of each such holder, specifying the date and place or places of redemption; if notice of any such redemption be given by the Corporation in the manner aforesaid and an amount sufficient to redeem such shares be deposited with any trust company or chartered bank in Canada as specified in the notice on or before the date fixed for redemption, the holders of such shares shall thereafter have no rights against the Corporation in respect thereof except, upon the surrender of certificates for such shares, to receive payment therefor, without interest, out of the moneys so deposited; and

(ii) In case a part only of the then outstanding shares of any class or series is at any time to be redeemed, the shares to be redeemed shall be selected by lot in such manner as the directors in their discretion shall decide or, if the directors so determine, may be redeemed pro rata, disregarding fractions, and the directors may make such adjustments as may be necessary to avoid the redemption of fractional parts of shares.

(c) In the event a holder of shares of any class or series of the Corporation requires the Corporation to redeem his shares, any reference in these share provisions to "in accordance with the retraction provisions" shall mean in accordance with the following provisions:

(i) A holder of shares of any class or series exercising his option to have the Corporation redeem shares of such class or series, shall give notice to the Corporation which notice shall set out the date on which the Corporation is to redeem such shares which date shall not be less than three (3) days nor more than thirty (30) days from the date of the notice and if the holder desires to have less than all of the shares of such class or series registered in his name redeemed by the Corporation, the number of the holder's shares of such class or series to be redeemed. The date on which the redemption at the option of the holder is to occur shall be the optional redemption date. The holder of any such shares may, with the consent of the Corporation, revoke such notice prior to the optional redemption date;

(ii) Upon delivery to the Corporation of a share certificate or certificates representing the shares which the holder desires to have the Corporation redeem, the Corporation shall on the optional redemption date, to the extent permitted by applicable law, redeem such shares by paying to the holder thereof the redemption price thereof together with all dividends declared thereon and unpaid;

(iii) Upon payment of the redemption price of the shares so redeemed by the Corporation together with all dividends declared thereon and unpaid, the holders thereof shall cease to be entitled to dividends or to exercise any rights of holders in respect thereof; and

(iv) If the redemption by the Corporation on any optional redemption date of all such shares to be redeemed on such date would be contrary to applicable law, the Corporation shall be obliged to redeem only the maximum number of such shares (rounded to the next lower number of shares) which the Corporation determines it is then permitted to redeem, such redemptions to be made pro rata (disregarding fractions of shares) according to the number of such shares required by each such holder to be redeemed by the Corporation and the Corporation shall issue new certificates representing the shares not redeemed by the Corporation and the Corporation shall thereafter redeem on a subsequent date or dates on which the Corporation has moneys properly applicable for the redemption of shares the maximum number of such shares as would then not be contrary to applicable law.

(d) In the event that the directors determine the fair market value of any property including money transferred to the Corporation as consideration for the allotment and issuance of shares of any class or series, and it is subsequently determined:

(i) by agreement between the Corporation and the holders of such shares; or

(ii) by agreement between the Canada Revenue Agency and the Corporation; or

(iii) by judicial determination beyond any further right of appeal; or

(iv) by the expiry or waiver of the right to appeal any determination of the fair market value by the Canada Revenue Agency;

that the fair market value of the said property is less than or greater than the fair market value as established by the directors, the redemption price of such shares as determined in accordance with the provisions applicable to such shares shall be automatically adjusted nunc pro tunc to conform with such fair market value as finally established provided, however:

(i) where any such shares have been redeemed prior to such adjustment, cash settlements shall be made by the Corporation to the holders of any such shares equal to the amount of any increase in the redemption price and by the holders of such shares so redeemed to the Corporation equal to the amount of any decrease in redemption price; and

(ii) no adjustment shall be made for any dividends declared on such shares, whether or not paid, prior to such adjustment in the redemption price.

(e) If in any particular calendar month less than the full dividend is to be declared and paid or set apart for payment on the Class A preferred shares, the Class C preferred shares and the Class D preferred shares and/or less than the full dividend has been declared and paid or set apart for payment for that particular fiscal year on the Class B preferred shares, then the dividend shall be declared and paid or set apart for payment to the holders of the Class A preferred shares, the Class B preferred shares, the Class C preferred shares and the Class D preferred shares in direct proportion to the amounts to which such holders would be entitled if the full dividend thereon were declared and paid or set apart for payment for that particular calendar month provided always:

(i) for the purpose of calculating at any particular time the amount to which the holders of the Class B preferred shares would be entitled, the Class B preferred shares shall be deemed to be entitled to a dividend equal to the amount of the full dividend payable on such shares for the particular fiscal year multiplied by the number of months (including any part month) of the fiscal year to and including the particular time, divided by twelve (12); and

(ii) in no event shall the holders of the Class A preferred shares of any series, the Class C preferred shares of any series and the Class D preferred shares be entitled to be paid in any calendar month more than the dividend calculated at the

monthly rate as set forth in the articles of the Corporation.

(f) Upon a purchase, redemption or other acquisition by the Corporation of shares or fractions thereof issued by the Corporation, the Corporation shall:

(i) deduct from the stated capital account maintained for the class or series of shares without par value or nominal value purchased, redeemed or otherwise acquired an amount equal to the result obtained by multiplying the stated capital of the shares of that class or series by the number of shares of that class or series or fraction thereof purchased, redeemed or otherwise acquired, divided by the number of issued shares of that class or series immediately before the purchase or other acquisition; or

(ii) deduct from the state capital account maintained for the class or series of shares with par or nominal value, purchased, redeemed or otherwise required in an amount equal to the par or nominal value together with any premium allocated to such account for shares with par value or nominal value.

2. Class A Preferred Shares

The Class A preferred shares as a class shall carry and be subject to the following rights, privileges, restrictions, and conditions, namely:

(a) The Class A preferred shares may be issued from time to time in one (1) or more series with such preferred, deferred or other special rights, privileges, restrictions, conditions and designations attached thereto, and in particular such redemption price or prices and amount or amounts to be paid thereon on a Return of Capital and such rate or rates of non-cumulative dividends (if any), and voting rights (if any) as shall be fixed hereby or from time to time before issuance by any resolution or resolutions providing for the issue of the shares of any series which may be passed by the directors of the Corporation and confirmed and declared by articles of amendment.

(b) Subject to the provisions of the NBBCA, the Class A preferred shares of each series shall rank equally with the Class A preferred shares of every other series on a Return of Capital. In the event of a Return of Capital the Class A preferred shares shall rank equally with the other Senior Preferred Shares, provided, however, that when in the case of any of such shares any amounts payable in such event are not paid in full in accordance with their respective terms, Senior Preferred Shares, subject to the provisions of the NBBCA, shall participate ratably in any Return of Capital in accordance with the sums which would be payable if all sums so payable were paid in full in accordance with the respective terms of such shares.

(c) The Class A preferred shares shall be entitled to preference over the Class E preferred shares and the common shares and any other shares in the capital of the Corporation ranking junior to the Class A preferred shares on a Return of Capital, to the extent fixed in the case of each respective series, and may also be given such other preferences over the Class E preferred shares and the common shares of the Corporation and any other shares of the Corporation ranking junior to the Class A preferred shares as may be fixed in the case of each such series.

(d) Subject to the provisions of the NBBCA, the terms hereof and of the foregoing subparagraphs may be altered, amended or repealed or the application thereof suspended in any particular case and changes made in the rights, privileges, restrictions and conditions attaching to the Class A preferred shares by articles of amendment, but no such alteration, amendment, repeal, suspension or change shall be adopted with respect to the rights, privileges, restrictions and conditions attaching to the Class A preferred shares until approved by a special resolution of the holders of the Class A preferred shares then outstanding.

3. Class A Preferred Shares, Series 1

The Class A preferred shares, Series 1 shall, in addition to the rights, privileges, restrictions and conditions attaching to the Class A preferred shares as a class, carry and be subject to the following rights, privileges, restrictions and conditions:

(a) Subject to the provisions of the NBBCA, the Class A preferred shares, Series 1 shall rank equally with the other Senior

Preferred Shares and in priority to all other shares in the capital of the Corporation as regards the payment of dividends and upon a Return of Capital but shall not, except as herein provided, confer any right to participate in the profits or assets of the Corporation.

(b) The holders of the Class A preferred shares, Series 1 shall in each calendar month in the discretion of the directors, but in preference and priority to any payment of dividends on the common shares and on the Class E preferred shares for such calendar month, be entitled to receive out of moneys of the Corporation properly applicable to the payment of dividends, fixed non cumulative preferential dividends at the rate of one-half of one percent (1/2 of 1%) per month, calculated on the redemption price thereof (as determined in accordance with subparagraph (c) hereof) which may be paid in money or property or by issuing fully paid shares of the Corporation as the directors may, from time to time, determine; if in any calendar month after providing for the dividend on the Class B preferred shares for the particular fiscal year and on the Class A preferred shares, the Class C preferred shares and the Class D preferred shares for the particular calendar month there shall remain any profits or surplus available for dividends, such profits or surplus or any part thereof may, in the discretion of the directors and subject to subparagraph (g) hereof, be applied to dividends on the Class E preferred shares and the common shares. The holders of Class A preferred shares, Series 1 shall not be entitled to any dividends other than or in excess of the non cumulative dividends at the rate hereinbefore provided; if in any calendar month, such dividend or any part thereof is not declared, the rights of the holders of the Class A preferred shares, Series 1 to such dividend or any part thereof are forever extinguished.

(c) Subject to the provisions of the NBBCA, the Corporation may redeem, in accordance with the redemption provisions, the whole or any part of the Class A preferred shares, Series 1 on payment for each share to be redeemed of the redemption price per share together with all dividends declared thereon and unpaid. The redemption price for each Class A preferred share, Series 1 shall be equivalent to the quotient obtained by dividing the fair market value, as of the date of transfer thereof, of any property including money transferred to the Corporation as consideration for the allotment and issuance of the Class A preferred shares, Series 1 less the amount of any other consideration payable by the Corporation for the said transferred property, by the number of Class A preferred shares, Series 1 so allotted and issued, such fair market value to be determined by the directors.

(d) Subject to the provisions of the NBBCA, the Corporation shall have the right at its option at any time and from time to time to purchase or otherwise acquire the whole or any part of the Class A preferred shares, Series 1, pursuant to tenders or by private contract at the lowest price at which, in the opinion of the directors, such shares are obtainable but not exceeding the redemption price thereof together with all dividends declared thereon and unpaid. If, in response to an invitation for tenders, two (2) or more holders of the Class A preferred shares, Series 1 submit tenders at the same price and if such tenders are accepted by the Corporation in whole or in part, then unless the Corporation accepts all such tenders in whole, the Corporation shall accept such tenders in proportion as nearly as may be to the number of shares offered in each such tender.

(e) A holder of Class A preferred shares, Series 1 shall be entitled to require the Corporation to redeem at any time and from time to time after the date of issue of any Class A preferred shares, Series 1, in accordance with the retraction provisions, all or any number of the Class A preferred shares, Series 1 registered in the name of such holder on the books of the Corporation by paying to such holder for each share to be redeemed the redemption price for each such share together with all dividends declared thereon and unpaid.

(f) In the event of a Return of Capital the holders of the Class A preferred shares, Series 1 shall be entitled to receive, in preference and priority to any distribution of any part of the assets of the Corporation among the holders of the Class E preferred shares, the common shares and any other shares ranking junior to the Class A preferred shares, for each Class A preferred share, Series 1 an amount equal to the redemption price thereof together with all dividends declared thereon and unpaid. The holders of the Senior Preferred Shares shall share in any such distribution of assets in direct proportion to the amounts to which the holders thereof are entitled upon such distribution of assets.

(g) So long as any of the Class A preferred shares, Series 1 are outstanding, no dividends shall at any time be declared or paid on or set apart for payment on the Class E preferred shares or the common shares or any other shares ranking junior to the Class A preferred shares of the Corporation unless either:

(i) the shareholders' equity of the Corporation as shown on the most recent audited financial statements of the Corporation; or

(ii) the net assets of the Corporation;

after payment of such dividends, shall be at least equal to the aggregate redemption price of all of the then issued and outstanding Senior Preferred Shares. Subject to the NBBCA, a determination by the directors in such bona fide manner as they in their discretion may consider proper that the Corporation meets one of the foregoing criteria shall be conclusive and binding on the Corporation and the holders of the shares of every class.

(h) So long as any of the Class A preferred shares, Series 1 are outstanding, the Corporation shall not redeem, purchase or otherwise acquire the Class E preferred shares or the common shares or any other shares ranking junior to the Class A preferred shares without the approval of the holders of the Class A preferred shares, Series 1 given in the manner provided in subparagraph (j) hereof in addition to any other approval required by law and unless immediately thereafter the shareholders' equity or net assets (as determined by the directors in the manner provided in subparagraph (g) hereof) is at least equal to the aggregate redemption price of all of the issued and outstanding Senior Preferred Shares.

(i) Except as required by law, the holders of the Class A preferred shares, Series 1 shall not as such be entitled to receive notice of and to attend and to vote at meetings of the shareholders of the Corporation.

(j) Subject to the provisions of the NBBCA, the terms hereof and of the foregoing subparagraphs may be altered, amended or repealed or the application thereof suspended in any particular case and changes made in the rights, privileges, restrictions and conditions attaching to the Class A preferred shares, Series 1 by articles of amendment, but no such alteration, amendment, repeal, suspension or change shall be adopted with respect to the rights, privileges, restrictions and conditions attaching to the Class A preferred shares, Series 1 until approved by a special resolution of the holders of the Class A preferred shares, Series 1 then outstanding.

4. Class A Preferred Shares, Series 2

The Class A preferred shares, Series 2 shall, in addition to the rights, privileges, restrictions and conditions attaching to the Class A preferred shares as a class, carry and be subject to the following rights, privileges, restrictions and conditions:

(a) Subject to the provisions of the NBBCA, the Class A preferred shares, Series 2 shall rank equally with the other Senior Preferred Shares and in priority to all other shares in the capital of the Corporation as regards the payment of dividends and upon a Return of Capital but shall not, except as herein provided, confer any right to participate in the profits or assets of the Corporation.

(b) The holders of the Class A preferred shares, Series 2 shall in each calendar month in the discretion of the directors, but in preference and priority to any payment of dividends on the common shares and on the Class E preferred shares for such calendar month, be entitled to receive out of moneys of the Corporation properly applicable to the payment of dividends, fixed non cumulative preferential dividends at the rate of six-tenths of one percent (6/10ths of 1%) per month, calculated on the redemption price thereof (as determined in accordance with subparagraph (c) hereof) which may be paid in money or property or by issuing fully paid shares of the Corporation as the directors may, from time to time, determine; if in any calendar month after providing for the dividend on the Class B preferred shares for the particular fiscal year and on the Class A preferred shares, the Class C preferred shares and the Class D preferred shares for the particular calendar month there shall remain any profits or surplus available for dividends, such profits or surplus or any part thereof may, in the discretion of the directors and subject to subparagraph (g) hereof, be applied to dividends on the Class E preferred shares and the common shares. The holders of Class A preferred shares, Series 2 shall not be entitled to any dividends other than or in excess of the non cumulative dividends at the rate hereinbefore provided; if in any calendar month, such dividend or any part thereof is not declared, the rights of the holders of the Class A preferred shares, Series 2 to such dividend or any part thereof are forever extinguished.

(c) Subject to the provisions of the NBBCA, the Corporation may redeem, in accordance with the redemption provisions, the whole or any part of the Class A preferred shares, Series 2 on payment for each share to be redeemed of the

redemption price per share together with all dividends declared thereon and unpaid. The redemption price for each Class A preferred share, Series 2 shall be equivalent to the quotient obtained by dividing the fair market value, as of the date of transfer thereof, of any property including money transferred to the Corporation as consideration for the allotment and issuance of the Class A preferred shares, Series 2 less the amount of any other consideration payable by the Corporation for the said transferred property, by the number of Class A preferred shares, Series 2 so allotted and issued, such fair market value to be determined by the directors.

(d) Subject to the provisions of the NBBCA, the Corporation shall have the right at its option at any time and from time to time to purchase or otherwise acquire the whole or any part of the Class A preferred shares, Series 2, pursuant to tenders or by private contract at the lowest price at which, in the opinion of the directors, such shares are obtainable but not exceeding the redemption price thereof together with all dividends declared thereon and unpaid. If, in response to an invitation for tenders, two (2) or more holders of the Class A preferred shares, Series 2 submit tenders at the same price and if such tenders are accepted by the Corporation in whole or in part, then unless the Corporation accepts all such tenders in whole, the Corporation shall accept such tenders in proportion as nearly as may be to the number of shares offered in each such tender.

(e) A holder of Class A preferred shares, Series 2 shall be entitled to require the Corporation to redeem at any time and from time to time after the date of issue of any Class A preferred shares, Series 2, in accordance with the retraction provisions, all or any number of the Class A preferred shares, Series 2 registered in the name of such holder on the books of the Corporation by paying to such holder for each share to be redeemed the redemption price for each such share together with all dividends declared thereon and unpaid.

(f) In the event of a Return of Capital the holders of the Class A preferred shares, Series 2 shall be entitled to receive, in preference and priority to any distribution of any part of the assets of the Corporation among the holders of the Class E preferred shares, the common shares and any other shares ranking junior to the Class A preferred shares, for each Class A preferred share, Series 2 an amount equal to the redemption price thereof together with all dividends declared thereon and unpaid. The holders of the Senior Preferred Shares shall share in any such distribution of assets in direct proportion to the amounts to which the holders thereof are entitled upon such distribution of assets.

(g) So long as any of the Class A preferred shares, Series 2 are outstanding, no dividends shall at any time be declared or paid on or set apart for payment on the Class E preferred shares or the common shares or any other shares ranking junior to the Class A preferred shares of the Corporation unless either:

(i) the shareholders' equity of the Corporation as shown on the most recent audited financial statements of the Corporation; or

(ii) the net assets of the Corporation;

after payment of such dividends, shall be at least equal to the aggregate redemption price of all of the then issued and outstanding Senior Preferred Shares. Subject to the NBBCA, a determination by the directors in such bona fide manner as they in their discretion may consider proper that the Corporation meets one of the foregoing criteria shall be conclusive and binding on the Corporation and the holders of the shares of every class.

(h) So long as any of the Class A preferred shares, Series 2 are outstanding, the Corporation shall not redeem, purchase or otherwise acquire the Class E preferred shares or the common shares or any other shares ranking junior to the Class A preferred shares without the approval of the holders of the Class A preferred shares, Series 2 given in the manner provided in subparagraph (j) hereof in addition to any other approval required by law and unless immediately thereafter the shareholders' equity or net assets (as determined by the directors in the manner provided in subparagraph (g) hereof) is at least equal to the aggregate redemption price of all of the issued and outstanding Senior Preferred Shares.

(i) Except as required by law, the holders of the Class A preferred shares, Series 2 shall not as such be entitled to receive notice of and to attend and to vote at meetings of the shareholders of the Corporation.

(j) Subject to the provisions of the NBBCA, the terms hereof and of the foregoing subparagraphs may be altered, amended

or repealed or the application thereof suspended in any particular case and changes made in the rights, privileges, restrictions and conditions attaching to the Class A preferred shares, Series 2 by articles of amendment, but no such alteration, amendment, repeal, suspension or change shall be adopted with respect to the rights, privileges, restrictions and conditions attaching to the Class A preferred shares, Series 2 until approved by a special resolution of the holders of the Class A preferred shares, Series 2 then outstanding.

5. Class A Preferred Shares, Series 3

The Class A preferred shares, Series 3 shall, in addition to the rights, privileges, restrictions and conditions attaching to the Class A preferred shares as a class, carry and be subject to the following rights, privileges, restrictions and conditions:

(a) Subject to the provisions of the NBBCA, the Class A preferred shares, Series 3 shall rank equally with the other Senior Preferred Shares and in priority to all other shares in the capital of the Corporation as regards the payment of dividends and upon a Return of Capital but shall not, except as herein provided, confer any right to participate in the profits or assets of the Corporation.

(b) The holders of the Class A preferred shares, Series 3 shall in each calendar month in the discretion of the directors, but in preference and priority to any payment of dividends on the common shares and on the Class E preferred shares for such calendar month, be entitled to receive out of moneys of the Corporation properly applicable to the payment of dividends, fixed non cumulative preferential dividends at the rate of two-thirds of one percent (2/3rds of 1%) per month, calculated on the redemption price thereof (as determined in accordance with subparagraph (c) hereof) which may be paid in money or property or by issuing fully paid shares of the Corporation as the directors may, from time to time, determine; if in any calendar month after providing for the dividend on the Class B preferred shares for the particular fiscal year and on the Class A preferred shares, the Class C preferred shares and the Class D preferred shares for the particular calendar month there shall remain any profits or surplus available for dividends, such profits or surplus or any part thereof may, in the discretion of the directors and subject to subparagraph (g) hereof, be applied to dividends on the Class E preferred shares and the common shares. The holders of Class A preferred shares, Series 3 shall not be entitled to any dividends other than or in excess of the non cumulative dividends at the rate hereinbefore provided; if in any calendar month, such dividend or any part thereof is not declared, the rights of the holders of the Class A preferred shares, Series 3 to such dividend or any part thereof are forever extinguished.

(c) Subject to the provisions of the NBBCA, the Corporation may redeem, in accordance with the redemption provisions, the whole or any part of the Class A preferred shares, Series 3 on payment for each share to be redeemed of the redemption price per share together with all dividends declared thereon and unpaid. The redemption price for each Class A preferred share, Series 3 shall be equivalent to the quotient obtained by dividing the fair market value, as of the date of transfer thereof, of any property including money transferred to the Corporation as consideration for the allotment and issuance of the Class A preferred shares, Series 3 less the amount of any other consideration payable by the Corporation for the said transferred property, by the number of Class A preferred shares, Series 3 so allotted and issued, such fair market value to be determined by the directors.

(d) Subject to the provisions of the NBBCA, the Corporation shall have the right at its option at any time and from time to time to purchase or otherwise acquire the whole or any part of the Class A preferred shares, Series 3, pursuant to tenders or by private contract at the lowest price at which, in the opinion of the directors, such shares are obtainable but not exceeding the redemption price thereof together with all dividends declared thereon and unpaid. If, in response to an invitation for tenders, two (2) or more holders of the Class A preferred shares, Series 3 submit tenders at the same price and if such tenders are accepted by the Corporation in whole or in part, then unless the Corporation accepts all such tenders in whole, the Corporation shall accept such tenders in proportion as nearly as may be to the number of shares offered in each such tender.

(e) A holder of Class A preferred shares, Series 3 shall be entitled to require the Corporation to redeem at any time and from time to time after the date of issue of any Class A preferred shares, Series 3, in accordance with the retraction provisions, all or any number of the Class A preferred shares, Series 3 registered in the name of such holder on the books of the Corporation by paying to such holder for each share to be redeemed the redemption price for each such share together with all dividends declared thereon and unpaid.

(f) In the event of a Return of Capital the holders of the Class A preferred shares, Series 3 shall be entitled to receive, in preference and priority to any distribution of any part of the assets of the Corporation among the holders of the Class E preferred shares, the common shares and any other shares ranking junior to the Class A preferred shares, for each Class A preferred share, Series 3 an amount equal to the redemption price thereof together with all dividends declared thereon and unpaid. The holders of the Senior Preferred Shares shall share in any such distribution of assets in direct proportion to the amounts to which the holders thereof are entitled upon such distribution of assets.

(g) So long as any of the Class A preferred shares, Series 3 are outstanding, no dividends shall at any time be declared or paid on or set apart for payment on the Class E preferred shares or the common shares or any other shares ranking junior to the Class A preferred shares of the Corporation unless either:

(i) the shareholders' equity of the Corporation as shown on the most recent audited financial statements of the Corporation; or

(ii) the net assets of the Corporation;

after payment of such dividends, shall be at least equal to the aggregate redemption price of all of the then issued and outstanding Senior Preferred Shares. Subject to the NBBCA, a determination by the directors in such bona fide manner as they in their discretion may consider proper that the Corporation meets one of the foregoing criteria shall be conclusive and binding on the Corporation and the holders of the shares of every class.

(h) So long as any of the Class A preferred shares, Series 3 are outstanding, the Corporation shall not redeem, purchase or otherwise acquire the Class E preferred shares or the common shares or any other shares ranking junior to the Class A preferred shares without the approval of the holders of the Class A preferred shares, Series 3 given in the manner provided in subparagraph (j) hereof in addition to any other approval required by law and unless immediately thereafter the shareholders' equity or net assets (as determined by the directors in the manner provided in subparagraph (g) hereof) is at least equal to the aggregate redemption price of all of the issued and outstanding Senior Preferred Shares.

(i) Except as required by law, the holders of the Class A preferred shares, Series 3 shall not as such be entitled to receive notice of and to attend and to vote at meetings of the shareholders of the Corporation.

(j) Subject to the provisions of the NBBCA, the terms hereof and of the foregoing subparagraphs may be altered, amended or repealed or the application thereof suspended in any particular case and changes made in the rights, privileges, restrictions and conditions attaching to the Class A preferred shares, Series 3 by articles of amendment, but no such alteration, amendment, repeal, suspension or change shall be adopted with respect to the rights, privileges, restrictions and conditions attaching to the Class A preferred shares, Series 3 until approved by a special resolution of the holders of the Class A preferred shares, Series 3 then outstanding.

6. Class B Preferred Shares

The Class B preferred shares shall carry and be subject to the following rights, privileges, restrictions and conditions:

(a) Subject to the provisions of the NBBCA, the Class B preferred shares shall rank equally with the other Senior Preferred Shares and in priority to all other shares in the capital of the Corporation as regards the payment of dividends and upon a Return of Capital but shall not, except as herein provided, confer any right to participate in the profits or assets of the Corporation.

(b) The holders of the Class B preferred shares shall in each fiscal year in the discretion of the directors, but in preference and priority to any payment of dividends for such fiscal year on the common shares and on the Class E preferred shares be entitled to receive out of moneys of the Corporation properly applicable to the payment of dividends, fixed non cumulative preferential dividends at the rate of six percent (6%) per annum, calculated on the redemption price thereof (as determined in accordance with subparagraph (c) hereof) which may be paid in money or property or by issuing fully paid shares of the Corporation as the directors may, from time to time, determine; if in any fiscal year after providing for the full dividend on

the Class B preferred shares for such fiscal year and the full dividend on the Class A preferred shares, the Class C preferred shares and the Class D preferred shares for the particular calendar month there shall remain any profits or surplus available for dividends, such profits or surplus or any part thereof may, in the discretion of the directors and subject to subparagraph (g) hereof, be applied to dividends on the Class E preferred shares and the common shares. The holders of Class B preferred shares shall not be entitled to any dividends other than or in excess of the non cumulative dividends at the rate hereinbefore provided; if in any fiscal year such dividend or any part thereof is not declared, the rights of the holders of the Class B preferred shares to such dividend or any part thereof are forever extinguished.

(c) Subject to the provisions of the NBBCA, the Corporation may redeem, in accordance with the redemption provisions, the whole or any part of the Class B preferred shares on payment for each share to be redeemed of the redemption price per share together with all dividends declared thereon and unpaid. The redemption price for each Class B preferred share shall be equivalent to the quotient obtained by dividing the fair market value, as of the date of transfer thereof, of any property including money transferred to the Corporation as consideration for the allotment and issuance of the Class B preferred shares less the amount of any other consideration payable by the Corporation for the said transferred property, by the number of Class B preferred shares so allotted and issued, such fair market value to be determined by the directors.

(d) Subject to the provisions of the NBBCA, the Corporation shall have the right at its option at any time and from time to time to purchase or otherwise acquire the whole or any part of the Class B preferred shares, pursuant to tenders or by private contract at the lowest price at which, in the opinion of the directors, such shares are obtainable but not exceeding the redemption price thereof together with all dividends declared thereon and unpaid. If, in response to an invitation for tenders, two (2) or more holders of the Class B preferred shares submit tenders at the same price and if such tenders are accepted by the Corporation in whole or in part, then unless the Corporation accepts all such tenders in whole, the Corporation shall accept such tenders in proportion as nearly as may be to the number of shares offered in each such tender.

(e) A holder of Class B preferred shares shall be entitled to require the Corporation to redeem at any time and from time to time after the date of issue of any Class B preferred shares, in accordance with the retraction provisions, all or any number of the Class B preferred shares registered in the name of such holder on the books of the Corporation at a price per share equal to the redemption price thereof and all dividends declared thereon and unpaid.

(f) In the event of a Return of Capital the holders of the Class B preferred shares shall be entitled to receive, in preference and priority to any distribution of any part of the assets of the Corporation among the holders of the Class E preferred shares, the common shares and any other shares ranking junior to the Class B preferred shares, for each Class B preferred share, an amount equal to the redemption price thereof together with all dividends declared thereon and unpaid. The holders of the Senior Preferred Shares shall share in any such distribution of assets in direct proportion to the amounts to which the holders thereof are entitled upon such distribution of assets.

(g) So long as any of the Class B preferred shares are outstanding, no dividends shall at any time be declared or paid on or set apart for payment on the Class E preferred shares or the common shares of the Corporation unless either:

(i) the shareholders' equity of the Corporation as shown on the most recent audited financial statements of the Corporation; or

(ii) the net assets of the Corporation;

after payment of such dividends, shall be at least equal to the aggregate redemption price of all of the then issued and outstanding Senior Preferred Shares. Subject to the NBBCA, a determination by the directors in such bona fide manner as they in their discretion may consider proper that the Corporation meets one of the foregoing criteria shall be conclusive and binding on the Corporation and the holders of the shares of every class.

(h) Except as required by law, the holders of Class B preferred shares shall not as such be entitled to receive notice of and to attend and vote at meetings of the shareholders of the Corporation.

(i) So long as any of the Class B preferred shares are outstanding, the Corporation shall not redeem, purchase or otherwise

acquire the Class E preferred shares or the common shares or any other shares ranking junior to the Class B preferred shares without the approval of the holders of the Class B preferred shares given in the manner provided in subparagraph (j) hereof in addition to any other approval required by law and unless immediately thereafter the shareholders' equity or net assets (as determined by the directors in the manner provided in subparagraph (g) hereof) is at least equal to the aggregate redemption price of all of the issued and outstanding Senior Preferred Shares.

(j) Subject to the provisions of the NBBCA, the terms of these share provisions may be altered, amended or repealed or the application thereof suspended in any particular case and changes may be made in the rights, privileges, restrictions and conditions attaching to the Class B preferred shares by articles of amendment, but no such alteration, amendment, repeal, suspension, or change shall be adopted with respect to the rights, privileges, restrictions and conditions attaching to the Class B preferred shares until approved by a special resolution of the holders of the Class B preferred shares then outstanding.

7. Class C Preferred Shares

The Class C preferred shares as a class shall carry and be subject to the following rights, privileges, restrictions and conditions:

(a) The Class C preferred shares may be issued from time to time in one (1) or more series with such preferred, deferred or other special rights, privileges, restrictions, conditions and designations attached thereto, and in particular such redemption price or prices and amount or amounts to be paid thereon on a Return of Capital and such rate or rates of non-cumulative dividends (if any), as shall be fixed hereby or from time to time before issuance by any resolution or resolutions providing for the issue of the shares of any series which may be passed by the directors of the Corporation and confirmed and declared by articles of amendment.

(b) Subject to the provisions of the NBBCA, the Class C preferred shares of each series shall rank equally with the Class C preferred shares of every other series on a Return of Capital. In the event of a Return of Capital the Class C preferred shares shall rank equally with the other Senior Preferred Shares, provided, however, that when in the case of any of such shares any amounts payable in such event are not paid in full in accordance with their respective terms, the Senior Preferred Shares shall, subject to the provisions of the NBBCA, participate ratably in any Return of Capital of the Corporation in accordance with the sums which would be payable if all sums so payable were paid in full in accordance with the respective terms.

(c) The Class C preferred shares shall be entitled to preference over the Class E preferred shares and the common shares and any other shares in the capital of the Corporation ranking junior to the Class C preferred shares upon a return of capital, to the extent fixed in the case of each respective series, and may also be given such other preferences over the Class E preferred shares and the common shares of the Corporation and any other shares of the Corporation ranking junior to the Class C preferred shares as may be fixed in the case of each such series.

(d) Except as required by law, the holders of Class C preferred shares shall not as such be entitled to receive notice of and to attend and vote at meetings of the shareholders of the Corporation.

(e) Subject to the provisions of the NBBCA, the terms hereof and of the foregoing subparagraphs may be altered, amended or repealed or the application thereof suspended in any particular case and changes made in the rights, privileges, restrictions and conditions attaching to the Class C preferred shares by articles of amendment, but no such alteration, amendment, repeal, suspension or change shall be adopted with respect to the rights, privileges, restrictions and conditions attaching to the Class C preferred shares until approved by a special resolution of the holders of the Class C preferred shares then outstanding.

8. Class C Preferred Shares, Series 1

The Class C preferred shares, Series 1 shall, in addition to the rights, privileges, restrictions and conditions attaching to the Class C preferred shares as a class, carry and be subject to the following rights, privileges, restrictions and conditions:

(a) Subject to the provisions of the NBBCA, the Class C preferred shares, Series 1 shall rank equally with the other Senior Preferred Shares and in priority to all other shares in the capital of the Corporation as regards the payment of dividends and upon a Return of Capital but shall not, except as herein provided, confer any right to participate in the profits or assets of the Corporation.

(b) The holders of the Class C preferred shares, Series 1 shall in each calendar month in the discretion of the directors, but in preference and priority to any payment of dividends on the common shares and on the Class E preferred shares for such calendar month, be entitled to receive out of moneys of the Corporation properly applicable to the payment of dividends, fixed non cumulative preferential dividends at the rate of one-half of one percent (1/2 of 1%) per month, calculated on the redemption price thereof (as determined in accordance with subparagraph (c) hereof) which may be paid in money or property or by issuing fully paid shares of the Corporation as the directors may, from time to time, determine; if in any calendar month after providing for the full dividend on the Class B preferred shares for the particular fiscal year and on the Class A preferred shares, the Class C preferred shares and the Class D preferred shares for the particular calendar month there shall remain any profits or surplus available for dividends, such profits or surplus or any part thereof may, in the discretion of the directors and subject to subparagraph (g) hereof, be applied to dividends on the Class E preferred shares and the common shares. The holders of Class C preferred shares, Series 1 shall not be entitled to any dividends other than or in excess of the non cumulative dividends at the rate hereinbefore provided; if in any calendar month, such dividend or any part thereof is not declared, the rights of the holders of the Class C preferred shares, Series 1 to such dividend or any part thereof are forever extinguished.

(c) Subject to the provisions of the NBBCA, the Corporation may redeem, in accordance with the redemption provisions, the whole or any part of the Class C preferred shares, Series 1 on payment for each share to be redeemed of the redemption price per share together with all dividends declared thereon and unpaid. The redemption price for each Class C preferred share, Series 1 shall be equivalent to the quotient obtained by dividing the fair market value, as of the date of transfer thereof, of any property including money transferred to the Corporation as consideration for the allotment and issuance of the Class C preferred shares, Series 1 less the amount of any other consideration payable by the Corporation for the said transferred property, by the number of Class C preferred shares, Series 1 so allotted and issued, such fair market value to be determined by the directors.

(d) Subject to the provisions of the NBBCA, the Corporation shall have the right at its option at any time and from time to time to purchase or otherwise acquire the whole or any part of the Class C preferred shares, Series 1, pursuant to tenders or by private contract at the lowest price at which, in the opinion of the directors, such shares are obtainable but not exceeding the redemption price thereof together with all dividends declared thereon and unpaid. If, in response to an invitation for tenders, two (2) or more holders of the Class C preferred shares, Series 1 submit tenders at the same price and if such tenders are accepted by the Corporation in whole or in part, then unless the Corporation accepts all such tenders in whole, the Corporation shall accept such tenders in proportion as nearly as may be to the number of shares offered in each such tender.

(e) A holder of Class C preferred shares, Series 1 shall be entitled to require the Corporation to redeem at any time and from time to time after the date of issue of any Class C preferred shares, Series 1, in accordance with the retraction provisions, all or any number of the Class C preferred shares, Series 1 registered in the name of such holder on the books of the Corporation by paying to such holder for each share to be redeemed the redemption price for each such share together with all dividends declared thereon and unpaid.

(f) In the event of a Return of Capital the holders of the Class C preferred shares, Series 1 shall be entitled to receive, in preference and priority to any distribution of any part of the assets of the Corporation among the holders of the Class E preferred shares, the common shares and any other shares ranking junior to the Class C preferred shares, for each Class C preferred share, Series 1 an amount equal to the redemption price thereof together with all dividends declared thereon and unpaid. The holders of the Senior Preferred Shares shall share in any such distribution of assets in direct proportion to the amounts to which the holders thereof are entitled upon such distribution of assets.

(g) So long as any of the Class C preferred shares, Series 1 are outstanding, no dividends shall at any time be declared or paid on or set apart for payment on the Class E preferred shares or the common shares or any other shares ranking junior to the Class C preferred shares of the Corporation unless either:

(i) the shareholders' equity of the Corporation as shown on the most recent audited financial statements of the Corporation; or

(ii) the net assets of the Corporation;

after payment of such dividends, shall be at least equal to the aggregate redemption price of all of the then issued and outstanding Senior Preferred Shares. Subject to the NBBCA, a determination by the directors in such bona fide manner as they in their discretion may consider proper that the Corporation meets one of the foregoing criteria shall be conclusive and binding on the Corporation and the holders of the shares of every class.

(h) So long as any of the Class C preferred shares, Series 1 are outstanding, the Corporation shall not redeem, purchase or otherwise acquire the Class E preferred shares or the common shares or any other shares ranking junior to the Class C preferred shares without the approval of the holders of the Class C preferred shares, Series 1 given in the manner provided in subparagraph (i) hereof in addition to any other approval required by law and unless immediately thereafter the shareholders' equity or net assets (as determined by the directors in the manner provided in subparagraph (g) hereof) is at least equal to the aggregate redemption price of all of the issued and outstanding Senior Preferred Shares.

(i) Subject to the provisions of the NBBCA, the terms hereof and of the foregoing subparagraphs may be altered, amended or repealed or the application thereof suspended in any particular case and changes made in the rights, privileges, restrictions and conditions attaching to the Class C preferred shares, Series 1 by articles of amendment, but no such alteration, amendment, repeal, suspension or change shall be adopted with respect to the rights, privileges, restrictions and conditions attaching to the Class C preferred shares, Series 1 until approved by a special resolution of the holders of the Class C preferred shares, Series 1 then outstanding.

9. Class C Preferred Shares, Series 2

The Class C preferred shares, Series 2 shall, in addition to the rights, privileges, restrictions and conditions attaching to the Class C preferred shares as a class, carry and be subject to the following rights, privileges, restrictions and conditions:

(a) Subject to the provisions of the NBBCA, the Class C preferred shares, Series 2 shall rank equally with the other Senior Preferred Shares and in priority to all other shares in the capital of the Corporation as regards the payment of dividends and upon a Return of Capital but shall not, except as herein provided, confer any right to participate in the profits or assets of the Corporation.

(b) The holders of the Class C preferred shares, Series 2 shall in each calendar month in the discretion of the directors, but in preference and priority to any payment of dividends on the common shares and on the Class E preferred shares for such calendar month, be entitled to receive out of moneys of the Corporation properly applicable to the payment of dividends, fixed non cumulative preferential dividends at the rate of two-thirds of one percent ($\frac{2}{3}$ of 1%) per month, calculated on the redemption price thereof (as determined in accordance with subparagraph (c) hereof) which may be paid in money or property or by issuing fully paid shares of the Corporation as the directors may, from time to time, determine; if in any calendar month after providing for the full dividend on the Class B preferred shares for the particular fiscal year and on the Class A preferred shares, the Class C preferred shares and the Class D preferred shares for the particular calendar month there shall remain any profits or surplus available for dividends, such profits or surplus or any part thereof may, in the discretion of the directors and subject to subparagraph (g) hereof, be applied to dividends on the Class E preferred shares and the common shares. The holders of Class C preferred shares, Series 2 shall not be entitled to any dividends other than or in excess of the non cumulative dividends at the rate hereinbefore provided; if in any calendar month, such dividend or any part thereof is not declared, the rights of the holders of the Class C preferred shares, Series 2 to such dividend or any part thereof are forever extinguished.

(c) Subject to the provisions of the NBBCA, the Corporation may redeem, in accordance with the redemption provisions, the whole or any part of the Class C preferred shares, Series 2 on payment for each share to be redeemed of the redemption price per share together with all dividends declared thereon and unpaid. The redemption price for each Class C preferred share, Series 2 shall be equivalent to the quotient obtained by dividing the fair market value, as of the date of

transfer thereof, of any property including money transferred to the Corporation as consideration for the allotment and issuance of the Class C preferred shares, Series 2 less the amount of any other consideration payable by the Corporation for the said transferred property, by the number of Class C preferred shares, Series 2 so allotted and issued, such fair market value to be determined by the directors.

(d) Subject to the provisions of the NBBCA, the Corporation shall have the right at its option at any time and from time to time to purchase or otherwise acquire the whole or any part of the Class C preferred shares, Series 2, pursuant to tenders or by private contract at the lowest price at which, in the opinion of the directors, such shares are obtainable but not exceeding the redemption price thereof together with all dividends declared thereon and unpaid. If, in response to an invitation for tenders, two (2) or more holders of the Class C preferred shares, Series 2 submit tenders at the same price and if such tenders are accepted by the Corporation in whole or in part, then unless the Corporation accepts all such tenders in whole, the Corporation shall accept such tenders in proportion as nearly as may be to the number of shares offered in each such tender.

(e) A holder of Class C preferred shares, Series 2 shall be entitled to require the Corporation to redeem at any time and from time to time after the date of issue of any Class C preferred shares, Series 2, in accordance with the retraction provisions, all or any number of the Class C preferred shares, Series 2 registered in the name of such holder on the books of the Corporation by paying to such holder for each share to be redeemed the redemption price for each such share together with all dividends declared thereon and unpaid.

(f) In the event of a Return of Capital the holders of the Class C preferred shares, Series 2 shall be entitled to receive, in preference and priority to any distribution of any part of the assets of the Corporation among the holders of the Class E preferred shares, the common shares and any other shares ranking junior to the Class C preferred shares, for each Class C preferred share, Series 2 an amount equal to the redemption price thereof together with all dividends declared thereon and unpaid. The holders of the Senior Preferred Shares shall share in any such distribution of assets in direct proportion to the amounts to which the holders thereof are entitled upon such distribution of assets.

(g) So long as any of the Class C preferred shares, Series 2 are outstanding, no dividends shall at any time be declared or paid on or set apart for payment on the Class E preferred shares or the common shares or any other shares ranking junior to the Class C preferred shares of the Corporation unless either:

(i) the shareholders' equity of the Corporation as shown on the most recent audited financial statements of the Corporation; or

(ii) the net assets of the Corporation;

after payment of such dividends, shall be at least equal to the aggregate redemption price of all of the then issued and outstanding Senior Preferred Shares. Subject to the NBBCA, a determination by the directors in such bona fide manner as they in their discretion may consider proper that the Corporation meets one of the foregoing criteria shall be conclusive and binding on the Corporation and the holders of the shares of every class.

(h) So long as any of the Class C preferred shares, Series 2 are outstanding, the Corporation shall not redeem, purchase or otherwise acquire the Class E preferred shares or the common shares or any other shares ranking junior to the Class C preferred shares without the approval of the holders of the Class C preferred shares, Series 2 given in the manner provided in subparagraph (i) hereof in addition to any other approval required by law and unless immediately thereafter the shareholders' equity or net assets (as determined by the directors in the manner provided in subparagraph (g) hereof) is at least equal to the aggregate redemption price of all of the issued and outstanding Senior Preferred Shares.

(i) Subject to the provisions of the NBBCA, the terms hereof and of the foregoing subparagraphs may be altered, amended or repealed or the application thereof suspended in any particular case and changes made in the rights, privileges, restrictions and conditions attaching to the Class C preferred shares, Series 2 by articles of amendment, but no such alteration, amendment, repeal, suspension or change shall be adopted with respect to the rights, privileges, restrictions and conditions attaching to the Class C preferred shares, Series 2 until approved by a special resolution of the holders of the Class C preferred shares, Series 2 then outstanding.

10. Class C Preferred Shares, Series 3

The Class C preferred shares, Series 3 shall, in addition to the rights, privileges, restrictions and conditions attaching to the Class C preferred shares as a class, carry and be subject to the following rights, privileges, restrictions and conditions:

(a) Subject to the provisions of the NBBCA, the Class C preferred shares, Series 3 shall rank equally with the other Senior Preferred Shares and in priority to all other shares in the capital of the Corporation as regards the payment of dividends and upon a Return of Capital but shall not, except as herein provided, confer any right to participate in the profits or assets of the Corporation.

(b) The holders of the Class C preferred shares, Series 3 shall in each calendar month in the discretion of the directors, but in preference and priority to any payment of dividends on the common shares and on the Class E preferred shares for such calendar month, be entitled to receive out of moneys of the Corporation properly applicable to the payment of dividends, fixed non cumulative preferential dividends at the rate of three-fifths of one percent ($\frac{3}{5}$ ths of 1%) per month, calculated on the redemption price thereof (as determined in accordance with subparagraph (c) hereof) which may be paid in money or property or by issuing fully paid shares of the Corporation as the directors may, from time to time, determine; if in any calendar month after providing for the full dividend on the Class B preferred shares for the particular fiscal year and on the Class A preferred shares, the Class C preferred shares and the Class D preferred shares for the particular calendar month there shall remain any profits or surplus available for dividends, such profits or surplus or any part thereof may, in the discretion of the directors and subject to subparagraph (g) hereof, be applied to dividends on the Class E preferred shares and the common shares. The holders of Class C preferred shares, Series 3 shall not be entitled to any dividends other than or in excess of the non cumulative dividends at the rate hereinbefore provided; if in any calendar month, such dividend or any part thereof is not declared, the rights of the holders of the Class C preferred shares, Series 3 to such dividend or any part thereof are forever extinguished.

(c) Subject to the provisions of the NBBCA, the Corporation may redeem, in accordance with the redemption provisions, the whole or any part of the Class C preferred shares, Series 3 on payment for each share to be redeemed of the redemption price per share together with all dividends declared thereon and unpaid. The redemption price for each Class C preferred share, Series 3 shall be equivalent to the quotient obtained by dividing the fair market value, as of the date of transfer thereof, of any property including money transferred to the Corporation as consideration for the allotment and issuance of the Class C preferred shares, Series 3 less the amount of any other consideration payable by the Corporation for the said transferred property, by the number of Class C preferred shares, Series 3 so allotted and issued, such fair market value to be determined by the directors.

(d) Subject to the provisions of the NBBCA, the Corporation shall have the right at its option at any time and from time to time to purchase or otherwise acquire the whole or any part of the Class C preferred shares, Series 3, pursuant to tenders or by private contract at the lowest price at which, in the opinion of the directors, such shares are obtainable but not exceeding the redemption price thereof together with all dividends declared thereon and unpaid. If, in response to an invitation for tenders, two (2) or more holders of the Class C preferred shares, Series 3 submit tenders at the same price and if such tenders are accepted by the Corporation in whole or in part, then unless the Corporation accepts all such tenders in whole, the Corporation shall accept such tenders in proportion as nearly as may be to the number of shares offered in each such tender.

(e) A holder of Class C preferred shares, Series 3 shall be entitled to require the Corporation to redeem at any time and from time to time after the date of issue of any Class C preferred shares, Series 3, in accordance with the retraction provisions, all or any number of the Class C preferred shares, Series 3 registered in the name of such holder on the books of the Corporation by paying to such holder for each share to be redeemed the redemption price for each such share together with all dividends declared thereon and unpaid.

(f) In the event of a Return of Capital the holders of the Class C preferred shares, Series 3 shall be entitled to receive, in preference and priority to any distribution of any part of the assets of the Corporation among the holders of the Class E preferred shares, the common shares and any other shares ranking junior to the Class C preferred shares, for each Class C preferred share, Series 3 an amount equal to the redemption price thereof together with all dividends declared thereon

and unpaid. The holders of the Senior Preferred Shares shall share in any such distribution of assets in direct proportion to the amounts to which the holders thereof are entitled upon such distribution of assets.

(g) So long as any of the Class C preferred shares, Series 3 are outstanding, no dividends shall at any time be declared or paid on or set apart for payment on the Class E preferred shares or the common shares or any other shares ranking junior to the Class C preferred shares of the Corporation unless either:

(i) the shareholders' equity of the Corporation as shown on the most recent audited financial statements of the Corporation; or

(ii) the net assets of the Corporation;

after payment of such dividends, shall be at least equal to the aggregate redemption price of all of the then issued and outstanding Senior Preferred Shares. Subject to the NBBCA, a determination by the directors in such bona fide manner as they in their discretion may consider proper that the Corporation meets one of the foregoing criteria shall be conclusive and binding on the Corporation and the holders of the shares of every class.

(h) So long as any of the Class C preferred shares, Series 3 are outstanding, the Corporation shall not redeem, purchase or otherwise acquire the Class E preferred shares or the common shares or any other shares ranking junior to the Class C preferred shares without the approval of the holders of the Class C preferred shares, Series 3 given in the manner provided in subparagraph (i) hereof in addition to any other approval required by law and unless immediately thereafter the shareholders' equity or net assets (as determined by the directors in the manner provided in subparagraph (g) hereof) is at least equal to the aggregate redemption price of all of the issued and outstanding Senior Preferred Shares.

(i) Subject to the provisions of the NBBCA, the terms hereof and of the foregoing subparagraphs may be altered, amended or repealed or the application thereof suspended in any particular case and changes made in the rights, privileges, restrictions and conditions attaching to the Class C preferred shares, Series 3 by articles of amendment, but no such alteration, amendment, repeal, suspension or change shall be adopted with respect to the rights, privileges, restrictions and conditions attaching to the Class C preferred shares, Series 3 until approved by a special resolution of the holders of the Class C preferred shares, Series 3 then outstanding.

11. Class C Preferred Shares, Series 4

The Class C preferred shares, Series 4 shall, in addition to the rights, privileges, restrictions and conditions attaching to the Class C preferred shares as a class, carry and be subject to the following rights, privileges, restrictions and conditions:

(a) Subject to the provisions of the NBBCA, the Class C preferred shares, Series 4 shall rank equally with the other Senior Preferred Shares and in priority to all other shares in the capital of the Corporation as regards the payment of dividends and upon a Return of Capital but shall not, except as herein provided, confer any right to participate in the profits or assets of the Corporation.

(b) The holders of the Class C preferred shares, Series 4 shall in each calendar month in the discretion of the directors, but in preference and priority to any payment of dividends on the common shares and on the Class E preferred shares for such calendar month, be entitled to receive out of moneys of the Corporation properly applicable to the payment of dividends, fixed non cumulative preferential dividends at the rate of two-fifths of one percent ($\frac{2}{5}$ ths of 1%) per month, calculated on the redemption price thereof (as determined in accordance with subparagraph (c) hereof) which may be paid in money or property or by issuing fully paid shares of the Corporation as the directors may, from time to time, determine; if in any calendar month after providing for the full dividend on the Class B preferred shares for the particular fiscal year and on the Class A preferred shares, the Class C preferred shares and the Class D preferred shares for the particular calendar month there shall remain any profits or surplus available for dividends, such profits or surplus or any part thereof may, in the discretion of the directors and subject to subparagraph (g) hereof, be applied to dividends on the Class E preferred shares and the common shares. The holders of Class C preferred shares, Series 4 shall not be entitled to any dividends other than or in excess of the non cumulative dividends at the rate hereinbefore provided; if in any calendar month, such dividend or any part thereof is not declared, the rights of the holders of the Class C preferred shares, Series 4 to such dividend or any

part thereof are forever extinguished.

(c) Subject to the provisions of the NBBCA, the Corporation may redeem, in accordance with the redemption provisions, the whole or any part of the Class C preferred shares, Series 4 on payment for each share to be redeemed of the redemption price per share together with all dividends declared thereon and unpaid. The redemption price for each Class C preferred share, Series 4 shall be equivalent to the quotient obtained by dividing the fair market value, as of the date of transfer thereof, of any property including money transferred to the Corporation as consideration for the allotment and issuance of the Class C preferred shares, Series 4 less the amount of any other consideration payable by the Corporation for the said transferred property, by the number of Class C preferred shares, Series 4 so allotted and issued, such fair market value to be determined by the directors.

(d) Subject to the provisions of the NBBCA, the Corporation shall have the right at its option at any time and from time to time to purchase or otherwise acquire the whole or any part of the Class C preferred shares, Series 4, pursuant to tenders or by private contract at the lowest price at which, in the opinion of the directors, such shares are obtainable but not exceeding the redemption price thereof together with all dividends declared thereon and unpaid. If, in response to an invitation for tenders, two (2) or more holders of the Class C preferred shares, Series 4 submit tenders at the same price and if such tenders are accepted by the Corporation in whole or in part, then unless the Corporation accepts all such tenders in whole, the Corporation shall accept such tenders in proportion as nearly as may be to the number of shares offered in each such tender.

(e) A holder of Class C preferred shares, Series 4 shall be entitled to require the Corporation to redeem at any time and from time to time after the date of issue of any Class C preferred shares, Series 4, in accordance with the retraction provisions, all or any number of the Class C preferred shares, Series 4 registered in the name of such holder on the books of the Corporation by paying to such holder for each share to be redeemed the redemption price for each such share together with all dividends declared thereon and unpaid.

(f) In the event of a Return of Capital the holders of the Class C preferred shares, Series 4 shall be entitled to receive, in preference and priority to any distribution of any part of the assets of the Corporation among the holders of the Class E preferred shares, the common shares and any other shares ranking junior to the Class C preferred shares, for each Class C preferred share, Series 4 an amount equal to the redemption price thereof together with all dividends declared thereon and unpaid. The holders of the Senior Preferred Shares shall share in any such distribution of assets in direct proportion to the amounts to which the holders thereof are entitled upon such distribution of assets.

(g) So long as any of the Class C preferred shares, Series 4 are outstanding, no dividends shall at any time be declared or paid on or set apart for payment on the Class E preferred shares or the common shares or any other shares ranking junior to the Class C preferred shares of the Corporation unless either:

(i) the shareholders' equity of the Corporation as shown on the most recent audited financial statements of the Corporation; or

(ii) the net assets of the Corporation;

after payment of such dividends, shall be at least equal to the aggregate redemption price of all of the then issued and outstanding Senior Preferred Shares. Subject to the NBBCA, a determination by the directors in such bona fide manner as they in their discretion may consider proper that the Corporation meets one of the foregoing criteria shall be conclusive and binding on the Corporation and the holders of the shares of every class.

(h) So long as any of the Class C preferred shares, Series 4 are outstanding, the Corporation shall not redeem, purchase or otherwise acquire the Class E preferred shares or the common shares or any other shares ranking junior to the Class C preferred shares without the approval of the holders of the Class C preferred shares, Series 4 given in the manner provided in subparagraph (i) hereof in addition to any other approval required by law and unless immediately thereafter the shareholders' equity or net assets (as determined by the directors in the manner provided in subparagraph (g) hereof) is at least equal to the aggregate redemption price of all of the issued and outstanding Senior Preferred Shares.

(i) Subject to the provisions of the NBBCA, the terms hereof and of the foregoing subparagraphs may be altered, amended or repealed or the application thereof suspended in any particular case and changes made in the rights, privileges, restrictions and conditions attaching to the Class C preferred shares, Series 4 by articles of amendment, but no such alteration, amendment, repeal, suspension or change shall be adopted with respect to the rights, privileges, restrictions and conditions attaching to the Class C preferred shares, Series 4 until approved by a special resolution of the holders of the Class C preferred shares, Series 4 then outstanding.

12. Class C Preferred Shares, Series 5

The Class C preferred shares, Series 5 shall, in addition to the rights, privileges, restrictions and conditions attaching to the Class C preferred shares as a class, carry and be subject to the following rights, privileges, restrictions and conditions:

(a) Subject to the provisions of the NBBCA, the Class C preferred shares, Series 5 shall rank equally with the other Senior Preferred Shares and in priority to all other shares in the capital of the Corporation as regards the payment of dividends and upon a Return of Capital but shall not, except as herein provided, confer any right to participate in the profits or assets of the Corporation.

(b) The holders of the Class C preferred shares, Series 5 shall in each calendar month in the discretion of the directors, but in preference and priority to any payment of dividends on the common shares and on the Class E preferred shares for such calendar month, be entitled to receive out of moneys of the Corporation properly applicable to the payment of dividends, fixed non cumulative preferential dividends at the rate of one percent (1%) per month, calculated on the redemption price thereof (as determined in accordance with subparagraph (c) hereof) which may be paid in money or property or by issuing fully paid shares of the Corporation as the directors may, from time to time, determine; if in any calendar month after providing for the full dividend on the Class B preferred shares for the particular fiscal year and on the Class A preferred shares, the Class C preferred shares and the Class D preferred shares for the particular calendar month there shall remain any profits or surplus available for dividends, such profits or surplus or any part thereof may, in the discretion of the directors and subject to subparagraph (g) hereof, be applied to dividends on the Class E preferred shares and the common shares. The holders of Class C preferred shares, Series 5 shall not be entitled to any dividends other than or in excess of the non cumulative dividends at the rate hereinbefore provided; if in any calendar month, such dividend or any part thereof is not declared, the rights of the holders of the Class C preferred shares, Series 5 to such dividend or any part thereof are forever extinguished.

(c) Subject to the provisions of the NBBCA, the Corporation may redeem, in accordance with the redemption provisions, the whole or any part of the Class C preferred shares, Series 5 on payment for each share to be redeemed of the redemption price per share together with all dividends declared thereon and unpaid. The redemption price for each Class C preferred share, Series 5 shall be equivalent to the quotient obtained by dividing the fair market value, as of the date of transfer thereof, of any property including money transferred to the Corporation as consideration for the allotment and issuance of the Class C preferred shares, Series 5 less the amount of any other consideration payable by the Corporation for the said transferred property, by the number of Class C preferred shares, Series 5 so allotted and issued, such fair market value to be determined by the directors.

(d) Subject to the provisions of the NBBCA, the Corporation shall have the right at its option at any time and from time to time to purchase or otherwise acquire the whole or any part of the Class C preferred shares, Series 5, pursuant to tenders or by private contract at the lowest price at which, in the opinion of the directors, such shares are obtainable but not exceeding the redemption price thereof together with all dividends declared thereon and unpaid. If, in response to an invitation for tenders, two (2) or more holders of the Class C preferred shares, Series 5 submit tenders at the same price and if such tenders are accepted by the Corporation in whole or in part, then unless the Corporation accepts all such tenders in whole, the Corporation shall accept such tenders in proportion as nearly as may be to the number of shares offered in each such tender.

(e) A holder of Class C preferred shares, Series 5 shall be entitled to require the Corporation to redeem at any time and from time to time after the date of issue of any Class C preferred shares, Series 5, in accordance with the retraction provisions, all or any number of the Class C preferred shares, Series 5 registered in the name of such holder on the books of the Corporation by paying to such holder for each share to be redeemed the redemption price for each such share

together with all dividends declared thereon and unpaid.

(f) In the event of a Return of Capital the holders of the Class C preferred shares, Series 5 shall be entitled to receive, in preference and priority to any distribution of any part of the assets of the Corporation among the holders of the Class E preferred shares, the common shares and any other shares ranking junior to the Class C preferred shares, for each Class C preferred share, Series 5 an amount equal to the redemption price thereof together with all dividends declared thereon and unpaid. The holders of the Senior Preferred Shares shall share in any such distribution of assets in direct proportion to the amounts to which the holders thereof are entitled upon such distribution of assets.

(g) So long as any of the Class C preferred shares, Series 5 are outstanding, no dividends shall at any time be declared or paid on or set apart for payment on the Class E preferred shares or the common shares or any other shares ranking junior to the Class C preferred shares of the Corporation unless either:

(i) the shareholders' equity of the Corporation as shown on the most recent audited financial statements of the Corporation; or

(ii) the net assets of the Corporation;

after payment of such dividends, shall be at least equal to the aggregate redemption price of all of the then issued and outstanding Senior Preferred Shares. Subject to the NBBCA, a determination by the directors in such bona fide manner as they in their discretion may consider proper that the Corporation meets one of the foregoing criteria shall be conclusive and binding on the Corporation and the holders of the shares of every class.

(h) So long as any of the Class C preferred shares, Series 5 are outstanding, the Corporation shall not redeem, purchase or otherwise acquire the Class E preferred shares or the common shares or any other shares ranking junior to the Class C preferred shares without the approval of the holders of the Class C preferred shares, Series 5 given in the manner provided in subparagraph (i) hereof in addition to any other approval required by law and unless immediately thereafter the shareholders' equity or net assets (as determined by the directors in the manner provided in subparagraph (g) hereof) is at least equal to the aggregate redemption price of all of the issued and outstanding Senior Preferred Shares.

(i) Subject to the provisions of the NBBCA, the terms hereof and of the foregoing subparagraphs may be altered, amended or repealed or the application thereof suspended in any particular case and changes made in the rights, privileges, restrictions and conditions attaching to the Class C preferred shares, Series 5 by articles of amendment, but no such alteration, amendment, repeal, suspension or change shall be adopted with respect to the rights, privileges, restrictions and conditions attaching to the Class C preferred shares, Series 5 until approved by a special resolution of the holders of the Class C preferred shares, Series 5 then outstanding.

13. Class C Preferred Shares, Series 6

The Class C preferred shares, Series 6 shall, in addition to the rights, privileges, restrictions and conditions attaching to the Class C preferred shares as a class, carry and be subject to the following rights, privileges, restrictions and conditions:

(a) Subject to the provisions of the NBBCA, the Class C preferred shares, Series 6 shall rank equally with the other Senior Preferred Shares and in priority to all other shares in the capital of the Corporation as regards the payment of dividends and upon a Return of Capital but shall not, except as herein provided, confer any right to participate in the profits or assets of the Corporation.

(b) The holders of the Class C preferred shares, Series 6 shall in each calendar month in the discretion of the directors, but in preference and priority to any payment of dividends on the common shares and on the Class E preferred shares for such calendar month, be entitled to receive out of moneys of the Corporation properly applicable to the payment of dividends, fixed non cumulative preferential dividends at the rate of twenty-four twenty-fifths of one percent (24/25ths of 1%) per month, calculated on the redemption price thereof (as determined in accordance with subparagraph (c) hereof) which may be paid in money or property or by issuing fully paid shares of the Corporation as the directors may, from time to time, determine; if in any calendar month after providing for the full dividend on the Class B preferred shares for the particular

fiscal year and on the Class A preferred shares, the Class C preferred shares and the Class D preferred shares for the particular calendar month there shall remain any profits or surplus available for dividends, such profits or surplus or any part thereof may, in the discretion of the directors and subject to subparagraph (g) hereof, be applied to dividends on the Class E preferred shares and the common shares. The holders of Class C preferred shares, Series 6 shall not be entitled to any dividends other than or in excess of the non cumulative dividends at the rate hereinbefore provided; if in any calendar month, such dividend or any part thereof is not declared, the rights of the holders of the Class C preferred shares, Series 6 to such dividend or any part thereof are forever extinguished.

(c) Subject to the provisions of the NBBCA, the Corporation may redeem, in accordance with the redemption provisions, the whole or any part of the Class C preferred shares, Series 6 on payment for each share to be redeemed of the redemption price per share together with all dividends declared thereon and unpaid. The redemption price for each Class C preferred share, Series 6 shall be equivalent to the quotient obtained by dividing the fair market value, as of the date of transfer thereof, of any property including money transferred to the Corporation as consideration for the allotment and issuance of the Class C preferred shares, Series 6 less the amount of any other consideration payable by the Corporation for the said transferred property, by the number of Class C preferred shares, Series 6 so allotted and issued, such fair market value to be determined by the directors.

(d) Subject to the provisions of the NBBCA, the Corporation shall have the right at its option at any time and from time to time to purchase or otherwise acquire the whole or any part of the Class C preferred shares, Series 6, pursuant to tenders or by private contract at the lowest price at which, in the opinion of the directors, such shares are obtainable but not exceeding the redemption price thereof together with all dividends declared thereon and unpaid. If, in response to an invitation for tenders, two (2) or more holders of the Class C preferred shares, Series 6 submit tenders at the same price and if such tenders are accepted by the Corporation in whole or in part, then unless the Corporation accepts all such tenders in whole, the Corporation shall accept such tenders in proportion as nearly as may be to the number of shares offered in each such tender.

(e) A holder of Class C preferred shares, Series 6 shall be entitled to require the Corporation to redeem at any time and from time to time after the date of issue of any Class C preferred shares, Series 6, in accordance with the retraction provisions, all or any number of the Class C preferred shares, Series 6 registered in the name of such holder on the books of the Corporation by paying to such holder for each share to be redeemed the redemption price for each such share together with all dividends declared thereon and unpaid.

(f) In the event of a Return of Capital the holders of the Class C preferred shares, Series 6 shall be entitled to receive, in preference and priority to any distribution of any part of the assets of the Corporation among the holders of the Class E preferred shares, the common shares and any other shares ranking junior to the Class C preferred shares, for each Class C preferred share, Series 6 an amount equal to the redemption price thereof together with all dividends declared thereon and unpaid. The holders of the Senior Preferred Shares shall share in any such distribution of assets in direct proportion to the amounts to which the holders thereof are entitled upon such distribution of assets.

(g) So long as any of the Class C preferred shares, Series 6 are outstanding, no dividends shall at any time be declared or paid on or set apart for payment on the Class E preferred shares or the common shares or any other shares ranking junior to the Class C preferred shares of the Corporation unless either:

(i) the shareholders' equity of the Corporation as shown on the most recent audited financial statements of the Corporation; or

(ii) the net assets of the Corporation;

after payment of such dividends, shall be at least equal to the aggregate redemption price of all of the then issued and outstanding Senior Preferred Shares. Subject to the NBBCA, a determination by the directors in such bona fide manner as they in their discretion may consider proper that the Corporation meets one of the foregoing criteria shall be conclusive and binding on the Corporation and the holders of the shares of every class.

(h) So long as any of the Class C preferred shares, Series 6 are outstanding, the Corporation shall not redeem, purchase or

otherwise acquire the Class E preferred shares or the common shares or any other shares ranking junior to the Class C preferred shares without the approval of the holders of the Class C preferred shares, Series 6 in the manner provided in subparagraph (i) hereof in addition to any other approval required by law and unless immediately thereafter the shareholders' equity or net assets (as determined by the directors in the manner provided in subparagraph (g) hereof) is at least equal to the aggregate redemption price of all of the issued and outstanding Senior Preferred Shares.

(i) Subject to the provisions of the NBBCA, the terms hereof and of the foregoing subparagraphs may be altered, amended or repealed or the application thereof suspended in any particular case and changes made in the rights, privileges, restrictions and conditions attaching to the Class C preferred shares, Series 6 by articles of amendment, but no such alteration, amendment, repeal, suspension or change shall be adopted with respect to the rights, privileges, restrictions and conditions attaching to the Class C preferred shares, Series 6 until approved by a special resolution of the holders of the Class C preferred shares, Series 6 then outstanding.

14. Class C Preferred Shares, Series 7

The Class C preferred shares, Series 7 shall, in addition to the rights, privileges, restrictions and conditions attaching to the Class C preferred shares as a class, carry and be subject to the following rights, privileges, restrictions and conditions:

(a) Subject to the provisions of the NBBCA, the Class C preferred shares, Series 7 shall rank equally with the other Senior Preferred Shares and in priority to all other shares in the capital of the Corporation as regards the payment of dividends and upon a Return of Capital but shall not, except as herein provided, confer any right to participate in the profits or assets of the Corporation.

(b) The holders of the Class C preferred shares, Series 7 shall in each calendar month in the discretion of the directors, but in preference and priority to any payment of dividends on the common shares and on the Class E preferred shares for such calendar month, be entitled to receive out of moneys of the Corporation properly applicable to the payment of dividends, fixed non cumulative preferential dividends at the rate of thirteen twenty-fourths of one percent ($\frac{13}{24}$ ths of 1%) per month, calculated on the redemption price thereof (as determined in accordance with subparagraph (c) hereof) which may be paid in money or property or by issuing fully paid shares of the Corporation as the directors may, from time to time, determine; if in any calendar month after providing for the full dividend on the Class B preferred shares for the particular fiscal year and on the Class A preferred shares, the Class C preferred shares and the Class D preferred shares for the particular calendar month there shall remain any profits or surplus available for dividends, such profits or surplus or any part thereof may, in the discretion of the directors and subject to subparagraph (g) hereof, be applied to dividends on the Class E preferred shares and the common shares. The holders of Class C preferred shares, Series 7 shall not be entitled to any dividends other than or in excess of the non cumulative dividends at the rate hereinbefore provided; if in any calendar month, such dividend or any part thereof is not declared, the rights of the holders of the Class C preferred shares, Series 7 to such dividend or any part thereof are forever extinguished.

(c) Subject to the provisions of the NBBCA, the Corporation may redeem, in accordance with the redemption provisions, the whole or any part of the Class C preferred shares, Series 7 on payment for each share to be redeemed of the redemption price per share together with all dividends declared thereon and unpaid. The redemption price for each Class C preferred share, Series 7 shall be equivalent to the quotient obtained by dividing the fair market value, as of the date of transfer thereof, of any property including money transferred to the Corporation as consideration for the allotment and issuance of the Class C preferred shares, Series 7 less the amount of any other consideration payable by the Corporation for the said transferred property, by the number of Class C preferred shares, Series 7 so allotted and issued, such fair market value to be determined by the directors.

(d) Subject to the provisions of the NBBCA, the Corporation shall have the right at its option at any time and from time to time to purchase or otherwise acquire the whole or any part of the Class C preferred shares, Series 7, pursuant to tenders or by private contract at the lowest price at which, in the opinion of the directors, such shares are obtainable but not exceeding the redemption price thereof together with all dividends declared thereon and unpaid. If, in response to an invitation for tenders, two (2) or more holders of the Class C preferred shares, Series 7 submit tenders at the same price and if such tenders are accepted by the Corporation in whole or in part, then unless the Corporation accepts all such tenders in whole, the Corporation shall accept such tenders in proportion as nearly as may be to the number of shares

offered in each such tender.

(e) A holder of Class C preferred shares, Series 7 shall be entitled to require the Corporation to redeem at any time and from time to time after the date of issue of any Class C preferred shares, Series 7, in accordance with the retraction provisions, all or any number of the Class C preferred shares, Series 7 registered in the name of such holder on the books of the Corporation by paying to such holder for each share to be redeemed the redemption price for each such share together with all dividends declared thereon and unpaid.

(f) In the event of a Return of Capital the holders of the Class C preferred shares, Series 7 shall be entitled to receive, in preference and priority to any distribution of any part of the assets of the Corporation among the holders of the Class E preferred shares, the common shares and any other shares ranking junior to the Class C preferred shares, for each Class C preferred share, Series 7 an amount equal to the redemption price thereof together with all dividends declared thereon and unpaid. The holders of the Senior Preferred Shares shall share in any such distribution of assets in direct proportion to the amounts to which the holders thereof are entitled upon such distribution of assets.

(g) So long as any of the Class C preferred shares, Series 7 are outstanding, no dividends shall at any time be declared or paid on or set apart for payment on the Class E preferred shares or the common shares or any other shares ranking junior to the Class C preferred shares of the Corporation unless either:

(i) the shareholders' equity of the Corporation as shown on the most recent audited financial statements of the Corporation; or

(ii) the net assets of the Corporation;

after payment of such dividends, shall be at least equal to the aggregate redemption price of all of the then issued and outstanding Senior Preferred Shares. Subject to the NBBCA, a determination by the directors in such bona fide manner as they in their discretion may consider proper that the Corporation meets one of the foregoing criteria shall be conclusive and binding on the Corporation and the holders of the shares of every class.

(h) So long as any of the Class C preferred shares, Series 7 are outstanding, the Corporation shall not redeem, purchase or otherwise acquire the Class E preferred shares or the common shares or any other shares ranking junior to the Class C preferred shares without the approval of the holders of the Class C preferred shares, Series 7 given in the manner provided in subparagraph (i) hereof in addition to any other approval required by law and unless immediately thereafter the shareholders' equity or net assets (as determined by the directors in the manner provided in subparagraph (g) hereof) is at least equal to the aggregate redemption price of all of the issued and outstanding Senior Preferred Shares.

(i) Subject to the provisions of the NBBCA, the terms hereof and of the foregoing subparagraphs may be altered, amended or repealed or the application thereof suspended in any particular case and changes made in the rights, privileges, restrictions and conditions attaching to the Class C preferred shares, Series 7 by articles of amendment, but no such alteration, amendment, repeal, suspension or change shall be adopted with respect to the rights, privileges, restrictions and conditions attaching to the Class C preferred shares, Series 7 until approved by a special resolution of the holders of the Class C preferred shares, Series 7 then outstanding.

15. Class C Preferred Shares, Series 8

The Class C preferred shares, Series 8 shall, in addition to the rights, privileges, restrictions and conditions attaching to the Class C preferred shares as a class, carry and be subject to the following rights, privileges, restrictions and conditions:

(a) Subject to the provisions of the NBBCA, the Class C preferred shares, Series 8 shall rank equally with the other Senior Preferred Shares and in priority to all other shares in the capital of the Corporation as regards the payment of dividends and upon a Return of Capital but shall not, except as herein provided, confer any right to participate in the profits or assets of the Corporation.

(b) The holders of the Class C preferred shares, Series 8 shall in each calendar month in the discretion of the directors, but

in preference and priority to any payment of dividends on the common shares and on the Class E preferred shares for such calendar month, be entitled to receive out of moneys of the Corporation properly applicable to the payment of dividends, fixed non cumulative preferential dividends at the rate of seven twelfths of one percent (7/12ths of 1%) per month, calculated on the redemption price thereof (as determined in accordance with subparagraph (c) hereof) which may be paid in money or property or by issuing fully paid shares of the Corporation as the directors may, from time to time, determine; if in any calendar month after providing for the full dividend on the Class B preferred shares for the particular fiscal year and on the Class A preferred shares, the Class C preferred shares and the Class D preferred shares for the particular calendar month there shall remain any profits or surplus available for dividends, such profits or surplus or any part thereof may, in the discretion of the directors and subject to subparagraph (g) hereof, be applied to dividends on the Class E preferred shares and the common shares. The holders of Class C preferred shares, Series 8 shall not be entitled to any dividends other than or in excess of the non cumulative dividends at the rate hereinbefore provided; if in any calendar month, such dividend or any part thereof is not declared, the rights of the holders of the Class C preferred shares, Series 8 to such dividend or any part thereof are forever extinguished.

(c) Subject to the provisions of the NBBCA, the Corporation may redeem, in accordance with the redemption provisions, the whole or any part of the Class C preferred shares, Series 8 on payment for each share to be redeemed of the redemption price per share together with all dividends declared thereon and unpaid. The redemption price for each Class C preferred share, Series 8 shall be equivalent to the quotient obtained by dividing the fair market value, as of the date of transfer thereof, of any property including money transferred to the Corporation as consideration for the allotment and issuance of the Class C preferred shares, Series 8 less the amount of any other consideration payable by the Corporation for the said transferred property, by the number of Class C preferred shares, Series 8 so allotted and issued, such fair market value to be determined by the directors.

(d) Subject to the provisions of the NBBCA, the Corporation shall have the right at its option at any time and from time to time to purchase or otherwise acquire the whole or any part of the Class C preferred shares, Series 8, pursuant to tenders or by private contract at the lowest price at which, in the opinion of the directors, such shares are obtainable but not exceeding the redemption price thereof together with all dividends declared thereon and unpaid. If, in response to an invitation for tenders, two (2) or more holders of the Class C preferred shares, Series 8 submit tenders at the same price and if such tenders are accepted by the Corporation in whole or in part, then unless the Corporation accepts all such tenders in whole, the Corporation shall accept such tenders in proportion as nearly as may be to the number of shares offered in each such tender.

(e) A holder of Class C preferred shares, Series 8 shall be entitled to require the Corporation to redeem at any time and from time to time after the date of issue of any Class C preferred shares, Series 8, in accordance with the retraction provisions, all or any number of the Class C preferred shares, Series 8 registered in the name of such holder on the books of the Corporation by paying to such holder for each share to be redeemed the redemption price for each such share together with all dividends declared thereon and unpaid.

(f) In the event of a Return of Capital the holders of the Class C preferred shares, Series 8 shall be entitled to receive, in preference and priority to any distribution of any part of the assets of the Corporation among the holders of the Class E preferred shares, the common shares and any other shares ranking junior to the Class C preferred shares, for each Class C preferred share, Series 8 an amount equal to the redemption price thereof together with all dividends declared thereon and unpaid. The holders of the Senior Preferred Shares shall share in any such distribution of assets in direct proportion to the amounts to which the holders thereof are entitled upon such distribution of assets.

(g) So long as any of the Class C preferred shares, Series 8 are outstanding, no dividends shall at any time be declared or paid on or set apart for payment on the Class E preferred shares or the common shares or any other shares ranking junior to the Class C preferred shares of the Corporation unless either:

(i) the shareholders' equity of the Corporation as shown on the most recent audited financial statements of the Corporation; or

(ii) the net assets of the Corporation;

after payment of such dividends, shall be at least equal to the aggregate redemption price of all of the then issued and outstanding Senior Preferred Shares. Subject to the NBBCA, a determination by the directors in such bona fide manner as they in their discretion may consider proper that the Corporation meets one of the foregoing criteria shall be conclusive and binding on the Corporation and the holders of the shares of every class.

(h) So long as any of the Class C preferred shares, Series 8 are outstanding, the Corporation shall not redeem, purchase or otherwise acquire the Class E preferred shares or the common shares or any other shares ranking junior to the Class C preferred shares without the approval of the holders of the Class C preferred shares, Series 8 given in the manner provided in subparagraph (i) hereof in addition to any other approval required by law and unless immediately thereafter the shareholders' equity or net assets (as determined by the directors in the manner provided in subparagraph (g) hereof) is at least equal to the aggregate redemption price of all of the issued and outstanding Senior Preferred Shares.

(i) Subject to the provisions of the NBBCA, the terms hereof and of the foregoing subparagraphs may be altered, amended or repealed or the application thereof suspended in any particular case and changes made in the rights, privileges, restrictions and conditions attaching to the Class C preferred shares, Series 8 by articles of amendment, but no such alteration, amendment, repeal, suspension or change shall be adopted with respect to the rights, privileges, restrictions and conditions attaching to the Class C preferred shares, Series 8 until approved by a special resolution of the holders of the Class C preferred shares, Series 8 then outstanding.

16. Class C Preferred Shares, Series 9

The Class C preferred shares, Series 9 shall, in addition to the rights, privileges, restrictions and conditions attaching to the Class C preferred shares as a class, carry and be subject to the following rights, privileges, restrictions and conditions:

(a) Subject to the provisions of the NBBCA, the Class C preferred shares, Series 9 shall rank equally with the other Senior Preferred Shares and in priority to all other shares in the capital of the Corporation as regards the payment of dividends and upon a Return of Capital but shall not, except as herein provided, confer any right to participate in the profits or assets of the Corporation.

(b) The holders of the Class C preferred shares, Series 9 shall in each calendar month in the discretion of the directors, but in preference and priority to any payment of dividends on the common shares and on the Class E preferred shares for such calendar month, be entitled to receive out of moneys of the Corporation properly applicable to the payment of dividends, fixed non cumulative preferential dividends at the rate of five eighths of one percent ($5/8$ ths of 1%) per month, calculated on the redemption price thereof (as determined in accordance with subparagraph (c) hereof) which may be paid in money or property or by issuing fully paid shares of the Corporation as the directors may, from time to time, determine; if in any calendar month after providing for the full dividend on the Class B preferred shares for the particular fiscal year and on the Class A preferred shares, the Class C preferred shares and the Class D preferred shares for the particular calendar month there shall remain any profits or surplus available for dividends, such profits or surplus or any part thereof may, in the discretion of the directors and subject to subparagraph (g) hereof, be applied to dividends on the Class E preferred shares and the common shares. The holders of Class C preferred shares, Series 9 shall not be entitled to any dividends other than or in excess of the non cumulative dividends at the rate hereinbefore provided; if in any calendar month, such dividend or any part thereof is not declared, the rights of the holders of the Class C preferred shares, Series 9 to such dividend or any part thereof are forever extinguished.

(c) Subject to the provisions of the NBBCA, the Corporation may redeem, in accordance with the redemption provisions, the whole or any part of the Class C preferred shares, Series 9 on payment for each share to be redeemed of the redemption price per share together with all dividends declared thereon and unpaid. The redemption price for each Class C preferred share, Series 9 shall be equivalent to the quotient obtained by dividing the fair market value, as of the date of transfer thereof, of any property including money transferred to the Corporation as consideration for the allotment and issuance of the Class C preferred shares, Series 9 less the amount of any other consideration payable by the Corporation for the said transferred property, by the number of Class C preferred shares, Series 9 so allotted and issued, such fair market value to be determined by the directors.

(d) Subject to the provisions of the NBBCA, the Corporation shall have the right at its option at any time and from time to

time to purchase or otherwise acquire the whole or any part of the Class C preferred shares, Series 9, pursuant to tenders or by private contract at the lowest price at which, in the opinion of the directors, such shares are obtainable but not exceeding the redemption price thereof together with all dividends declared thereon and unpaid. If, in response to an invitation for tenders, two (2) or more holders of the Class C preferred shares, Series 9 submit tenders at the same price and if such tenders are accepted by the Corporation in whole or in part, then unless the Corporation accepts all such tenders in whole, the Corporation shall accept such tenders in proportion as nearly as may be to the number of shares offered in each such tender.

(e) A holder of Class C preferred shares, Series 9 shall be entitled to require the Corporation to redeem at any time and from time to time after the date of issue of any Class C preferred shares, Series 9, in accordance with the retraction provisions, all or any number of the Class C preferred shares, Series 9 registered in the name of such holder on the books of the Corporation by paying to such holder for each share to be redeemed the redemption price for each such share together with all dividends declared thereon and unpaid.

(f) In the event of a Return of Capital the holders of the Class C preferred shares, Series 9 shall be entitled to receive, in preference and priority to any distribution of any part of the assets of the Corporation among the holders of the Class E preferred shares, the common shares and any other shares ranking junior to the Class C preferred shares, for each Class C preferred share, Series 9 an amount equal to the redemption price thereof together with all dividends declared thereon and unpaid. The holders of the Senior Preferred Shares shall share in any such distribution of assets in direct proportion to the amounts to which the holders thereof are entitled upon such distribution of assets.

(g) So long as any of the Class C preferred shares, Series 9 are outstanding, no dividends shall at any time be declared or paid on or set apart for payment on the Class E preferred shares or the common shares or any other shares ranking junior to the Class C preferred shares of the Corporation unless either:

(i) the shareholders' equity of the Corporation as shown on the most recent audited financial statements of the Corporation; or

(ii) the net assets of the Corporation;

after payment of such dividends, shall be at least equal to the aggregate redemption price of all of the then issued and outstanding Senior Preferred Shares. Subject to the NBBCA, a determination by the directors in such bona fide manner as they in their discretion may consider proper that the Corporation meets one of the foregoing criteria shall be conclusive and binding on the Corporation and the holders of the shares of every class.

(h) So long as any of the Class C preferred shares, Series 9 are outstanding, the Corporation shall not redeem, purchase or otherwise acquire the Class E preferred shares or the common shares or any other shares ranking junior to the Class C preferred shares without the approval of the holders of the Class C preferred shares, Series 9 given in the manner provided in subparagraph (i) hereof in addition to any other approval required by law and unless immediately thereafter the shareholders' equity or net assets (as determined by the directors in the manner provided in subparagraph (g) hereof) is at least equal to the aggregate redemption price of all of the issued and outstanding Senior Preferred Shares.

(i) Subject to the provisions of the NBBCA, the terms hereof and of the foregoing subparagraphs may be altered, amended or repealed or the application thereof suspended in any particular case and changes made in the rights, privileges, restrictions and conditions attaching to the Class C preferred shares, Series 9 by articles of amendment, but no such alteration, amendment, repeal, suspension or change shall be adopted with respect to the rights, privileges, restrictions and conditions attaching to the Class C preferred shares, Series 9 until approved by a special resolution of the holders of the Class C preferred shares, Series 9 then outstanding.

17. Class C Preferred Shares, Series 10

The Class C preferred shares, Series 10 shall, in addition to the rights, privileges, restrictions and conditions attaching to the Class C preferred shares as a class, carry and be subject to the following rights, privileges, restrictions and conditions:

(a) Subject to the provisions of the NBBCA, the Class C preferred shares, Series 10 shall rank equally with the other Senior Preferred Shares and in priority to all other shares in the capital of the Corporation as regards the payment of dividends and upon a Return of Capital but shall not, except as herein provided, confer any right to participate in the profits or assets of the Corporation.

(b) The holders of the Class C preferred shares, Series 10 shall in each calendar month in the discretion of the directors, but in preference and priority to any payment of dividends on the common shares and on the Class E preferred shares for such calendar month, be entitled to receive out of moneys of the Corporation properly applicable to the payment of dividends, fixed non cumulative preferential dividends at the rate of seventeen twenty-fourths of one percent ($17/24$ ths of 1%) per month, calculated on the redemption price thereof (as determined in accordance with subparagraph (c) hereof) which may be paid in money or property or by issuing fully paid shares of the Corporation as the directors may, from time to time, determine; if in any calendar month after providing for the full dividend on the Class B preferred shares for the particular fiscal year and on the Class A preferred shares, the Class C preferred shares and the Class D preferred shares for the particular calendar month there shall remain any profits or surplus available for dividends, such profits or surplus or any part thereof may, in the discretion of the directors and subject to subparagraph (g) hereof, be applied to dividends on the Class E preferred shares and the common shares. The holders of Class C preferred shares, Series 10 shall not be entitled to any dividends other than or in excess of the non cumulative dividends at the rate hereinbefore provided; if in any calendar month, such dividend or any part thereof is not declared, the rights of the holders of the Class C preferred shares, Series 10 to such dividend or any part thereof are forever extinguished.

(c) Subject to the provisions of the NBBCA, the Corporation may redeem, in accordance with the redemption provisions, the whole or any part of the Class C preferred shares, Series 10 on payment for each share to be redeemed of the redemption price per share together with all dividends declared thereon and unpaid. The redemption price for each Class C preferred share, Series 10 shall be equivalent to the quotient obtained by dividing the fair market value, as of the date of transfer thereof, of any property including money transferred to the Corporation as consideration for the allotment and issuance of the Class C preferred shares, Series 10 less the amount of any other consideration payable by the Corporation for the said transferred property, by the number of Class C preferred shares, Series 10 so allotted and issued, such fair market value to be determined by the directors.

(d) Subject to the provisions of the NBBCA, the Corporation shall have the right at its option at any time and from time to time to purchase or otherwise acquire the whole or any part of the Class C preferred shares, Series 10, pursuant to tenders or by private contract at the lowest price at which, in the opinion of the directors, such shares are obtainable but not exceeding the redemption price thereof together with all dividends declared thereon and unpaid. If, in response to an invitation for tenders, two (2) or more holders of the Class C preferred shares, Series 10 submit tenders at the same price and if such tenders are accepted by the Corporation in whole or in part, then unless the Corporation accepts all such tenders in whole, the Corporation shall accept such tenders in proportion as nearly as may be to the number of shares offered in each such tender.

(e) A holder of Class C preferred shares, Series 10 shall be entitled to require the Corporation to redeem at any time and from time to time after the date of issue of any Class C preferred shares, Series 10, in accordance with the retraction provisions, all or any number of the Class C preferred shares, Series 10 registered in the name of such holder on the books of the Corporation by paying to such holder for each share to be redeemed the redemption price for each such share together with all dividends declared thereon and unpaid.

(f) In the event of a Return of Capital the holders of the Class C preferred shares, Series 10 shall be entitled to receive, in preference and priority to any distribution of any part of the assets of the Corporation among the holders of the Class E preferred shares, the common shares and any other shares ranking junior to the Class C preferred shares, for each Class C preferred share, Series 10 an amount equal to the redemption price thereof together with all dividends declared thereon and unpaid. The holders of the Senior Preferred Shares shall share in any such distribution of assets in direct proportion to the amounts to which the holders thereof are entitled upon such distribution of assets.

(g) So long as any of the Class C preferred shares, Series 10 are outstanding, no dividends shall at any time be declared or paid on or set apart for payment on the Class E preferred shares or the common shares or any other shares ranking junior to the Class C preferred shares of the Corporation unless either:

(i) the shareholders' equity of the Corporation as shown on the most recent audited financial statements of the Corporation; or

(ii) the net assets of the Corporation;

after payment of such dividends, shall be at least equal to the aggregate redemption price of all of the then issued and outstanding Senior Preferred Shares. Subject to the NBBCA, a determination by the directors in such bona fide manner as they in their discretion may consider proper that the Corporation meets one of the foregoing criteria shall be conclusive and binding on the Corporation and the holders of the shares of every class.

(h) So long as any of the Class C preferred shares, Series 10 are outstanding, the Corporation shall not redeem, purchase or otherwise acquire the Class E preferred shares or the common shares or any other shares ranking junior to the Class C preferred shares without the approval of the holders of the Class C preferred shares, Series 10 given in the manner provided in subparagraph (i) hereof in addition to any other approval required by law and unless immediately thereafter the shareholders' equity or net assets (as determined by the directors in the manner provided in subparagraph (g) hereof) is at least equal to the aggregate redemption price of all of the issued and outstanding Senior Preferred Shares.

(i) Subject to the provisions of the NBBCA, the terms hereof and of the foregoing subparagraphs may be altered, amended or repealed or the application thereof suspended in any particular case and changes made in the rights, privileges, restrictions and conditions attaching to the Class C preferred shares, Series 10 by articles of amendment, but no such alteration, amendment, repeal, suspension or change shall be adopted with respect to the rights, privileges, restrictions and conditions attaching to the Class C preferred shares, Series 10 until approved by a special resolution of the holders of the Class C preferred shares, Series 10 then outstanding.

18. Class C Preferred Shares, Series 11

The Class C preferred shares, Series 11 shall, in addition to the rights, privileges, restrictions and conditions attaching to the Class C preferred shares as a class, carry and be subject to the following rights, privileges, restrictions and conditions:

(a) Subject to the provisions of the NBBCA, the Class C preferred shares, Series 11 shall rank equally with the other Senior Preferred Shares and in priority to all other shares in the capital of the Corporation as regards the payment of dividends and upon a Return of Capital but shall not, except as herein provided, confer any right to participate in the profits or assets of the Corporation.

(b) The holders of the Class C preferred shares, Series 11 shall in each calendar month in the discretion of the directors, but in preference and priority to any payment of dividends on the common shares and on the Class E preferred shares for such calendar month, be entitled to receive out of moneys of the Corporation properly applicable to the payment of dividends, fixed non cumulative preferential dividends at the rate of three fourths of one percent (3/4ths of 1%) per month, calculated on the redemption price thereof (as determined in accordance with subparagraph (c) hereof) which may be paid in money or property or by issuing fully paid shares of the Corporation as the directors may, from time to time, determine; if in any calendar month after providing for the full dividend on the Class B preferred shares for the particular fiscal year and on the Class A preferred shares, the Class C preferred shares and the Class D preferred shares for the particular calendar month there shall remain any profits or surplus available for dividends, such profits or surplus or any part thereof may, in the discretion of the directors and subject to subparagraph (g) hereof, be applied to dividends on the Class E preferred shares and the common shares. The holders of Class C preferred shares, Series 11 shall not be entitled to any dividends other than or in excess of the non cumulative dividends at the rate hereinbefore provided; if in any calendar month, such dividend or any part thereof is not declared, the rights of the holders of the Class C preferred shares, Series 11 to such dividend or any part thereof are forever extinguished.

(c) Subject to the provisions of the NBBCA, the Corporation may redeem, in accordance with the redemption provisions, the whole or any part of the Class C preferred shares, Series 11 on payment for each share to be redeemed of the redemption price per share together with all dividends declared thereon and unpaid. The redemption price for each Class C preferred share, Series 11 shall be equivalent to the quotient obtained by dividing the fair market value, as of the date of

transfer thereof, of any property including money transferred to the Corporation as consideration for the allotment and issuance of the Class C preferred shares, Series 11 less the amount of any other consideration payable by the Corporation for the said transferred property, by the number of Class C preferred shares, Series 11 so allotted and issued, such fair market value to be determined by the directors.

(d) Subject to the provisions of the NBBCA, the Corporation shall have the right at its option at any time and from time to time to purchase or otherwise acquire the whole or any part of the Class C preferred shares, Series 11, pursuant to tenders or by private contract at the lowest price at which, in the opinion of the directors, such shares are obtainable but not exceeding the redemption price thereof together with all dividends declared thereon and unpaid. If, in response to an invitation for tenders, two (2) or more holders of the Class C preferred shares, Series 11 submit tenders at the same price and if such tenders are accepted by the Corporation in whole or in part, then unless the Corporation accepts all such tenders in whole, the Corporation shall accept such tenders in proportion as nearly as may be to the number of shares offered in each such tender.

(e) A holder of Class C preferred shares, Series 11 shall be entitled to require the Corporation to redeem at any time and from time to time after the date of issue of any Class C preferred shares, Series 11, in accordance with the retraction provisions, all or any number of the Class C preferred shares, Series 11 registered in the name of such holder on the books of the Corporation by paying to such holder for each share to be redeemed the redemption price for each such share together with all dividends declared thereon and unpaid.

(f) In the event of a Return of Capital the holders of the Class C preferred shares, Series 11 shall be entitled to receive, in preference and priority to any distribution of any part of the assets of the Corporation among the holders of the Class E preferred shares, the common shares and any other shares ranking junior to the Class C preferred shares, for each Class C preferred share, Series 11 an amount equal to the redemption price thereof together with all dividends declared thereon and unpaid. The holders of the Senior Preferred Shares shall share in any such distribution of assets in direct proportion to the amounts to which the holders thereof are entitled upon such distribution of assets.

(g) So long as any of the Class C preferred shares, Series 11 are outstanding, no dividends shall at any time be declared or paid on or set apart for payment on the Class E preferred shares or the common shares or any other shares ranking junior to the Class C preferred shares of the Corporation unless either:

(i) the shareholders' equity of the Corporation as shown on the most recent audited financial statements of the Corporation; or

(ii) the net assets of the Corporation;

after payment of such dividends, shall be at least equal to the aggregate redemption price of all of the then issued and outstanding Senior Preferred Shares. Subject to the NBBCA, a determination by the directors in such bona fide manner as they in their discretion may consider proper that the Corporation meets one of the foregoing criteria shall be conclusive and binding on the Corporation and the holders of the shares of every class.

(h) So long as any of the Class C preferred shares, Series 11 are outstanding, the Corporation shall not redeem, purchase or otherwise acquire the Class E preferred shares or the common shares or any other shares ranking junior to the Class C preferred shares without the approval of the holders of the Class C preferred shares, Series 11 given in the manner provided in subparagraph (i) hereof in addition to any other approval required by law and unless immediately thereafter the shareholders' equity or net assets (as determined by the directors in the manner provided in subparagraph (g) hereof) is at least equal to the aggregate redemption price of all of the issued and outstanding Senior Preferred Shares.

(i) Subject to the provisions of the NBBCA, the terms hereof and of the foregoing subparagraphs may be altered, amended or repealed or the application thereof suspended in any particular case and changes made in the rights, privileges, restrictions and conditions attaching to the Class C preferred shares, Series 11 by articles of amendment, but no such alteration, amendment, repeal, suspension or change shall be adopted with respect to the rights, privileges, restrictions and conditions attaching to the Class C preferred shares, Series 11 until approved by a special resolution of the holders of the Class C preferred shares, Series 11 then outstanding.

19. Class C Preferred Shares, Series 12

The Class C preferred shares, Series 12 shall, in addition to the rights, privileges, restrictions and conditions attaching to the Class C preferred shares as a class, carry and be subject to the following rights, privileges, restrictions and conditions:

(a) Subject to the provisions of the NBBCA, the Class C preferred shares, Series 12 shall rank equally with the other Senior Preferred Shares and in priority to all other shares in the capital of the Corporation as regards the payment of dividends and upon a Return of Capital but shall not, except as herein provided, confer any right to participate in the profits or assets of the Corporation.

(b) The holders of the Class C preferred shares, Series 12 shall in each calendar month in the discretion of the directors, but in preference and priority to any payment of dividends on the common shares and on the Class E preferred shares for such calendar month, be entitled to receive out of moneys of the Corporation properly applicable to the payment of dividends, fixed non cumulative preferential dividends at the rate of nineteen twenty-fourths of one percent (19/24ths of 1%) per month, calculated on the redemption price thereof (as determined in accordance with subparagraph (c) hereof) which may be paid in money or property or by issuing fully paid shares of the Corporation as the directors may, from time to time, determine; if in any calendar month after providing for the full dividend on the Class B preferred shares for the particular fiscal year and on the Class A preferred shares, the Class C preferred shares and the Class D preferred shares for the particular calendar month there shall remain any profits or surplus available for dividends, such profits or surplus or any part thereof may, in the discretion of the directors and subject to subparagraph (g) hereof, be applied to dividends on the Class E preferred shares and the common shares. The holders of Class C preferred shares, Series 12 shall not be entitled to any dividends other than or in excess of the non cumulative dividends at the rate hereinbefore provided; if in any calendar month, such dividend or any part thereof is not declared, the rights of the holders of the Class C preferred shares, Series 12 to such dividend or any part thereof are forever extinguished.

(c) Subject to the provisions of the NBBCA, the Corporation may redeem, in accordance with the redemption provisions, the whole or any part of the Class C preferred shares, Series 12 on payment for each share to be redeemed of the redemption price per share together with all dividends declared thereon and unpaid. The redemption price for each Class C preferred share, Series 12 shall be equivalent to the quotient obtained by dividing the fair market value, as of the date of transfer thereof, of any property including money transferred to the Corporation as consideration for the allotment and issuance of the Class C preferred shares, Series 12 less the amount of any other consideration payable by the Corporation for the said transferred property, by the number of Class C preferred shares, Series 12 so allotted and issued, such fair market value to be determined by the directors.

(d) Subject to the provisions of the NBBCA, the Corporation shall have the right at its option at any time and from time to time to purchase or otherwise acquire the whole or any part of the Class C preferred shares, Series 12, pursuant to tenders or by private contract at the lowest price at which, in the opinion of the directors, such shares are obtainable but not exceeding the redemption price thereof together with all dividends declared thereon and unpaid. If, in response to an invitation for tenders, two (2) or more holders of the Class C preferred shares, Series 12 submit tenders at the same price and if such tenders are accepted by the Corporation in whole or in part, then unless the Corporation accepts all such tenders in whole, the Corporation shall accept such tenders in proportion as nearly as may be to the number of shares offered in each such tender.

(e) A holder of Class C preferred shares, Series 12 shall be entitled to require the Corporation to redeem at any time and from time to time after the date of issue of any Class C preferred shares, Series 12, in accordance with the retraction provisions, all or any number of the Class C preferred shares, Series 12 registered in the name of such holder on the books of the Corporation by paying to such holder for each share to be redeemed the redemption price for each such share together with all dividends declared thereon and unpaid.

(f) In the event of a Return of Capital the holders of the Class C preferred shares, Series 12 shall be entitled to receive, in preference and priority to any distribution of any part of the assets of the Corporation among the holders of the Class E preferred shares, the common shares and any other shares ranking junior to the Class C preferred shares, for each Class C preferred share, Series 12 an amount equal to the redemption price thereof together with all dividends declared thereon

and unpaid. The holders of the Senior Preferred Shares shall share in any such distribution of assets in direct proportion to the amounts to which the holders thereof are entitled upon such distribution of assets.

(g) So long as any of the Class C preferred shares, Series 12 are outstanding, no dividends shall at any time be declared or paid on or set apart for payment on the Class E preferred shares or the common shares or any other shares ranking junior to the Class C preferred shares of the Corporation unless either:

(i) the shareholders' equity of the Corporation as shown on the most recent audited financial statements of the Corporation; or

(ii) the net assets of the Corporation;

after payment of such dividends, shall be at least equal to the aggregate redemption price of all of the then issued and outstanding Senior Preferred Shares. Subject to the NBBCA, a determination by the directors in such bona fide manner as they in their discretion may consider proper that the Corporation meets one of the foregoing criteria shall be conclusive and binding on the Corporation and the holders of the shares of every class.

(h) So long as any of the Class C preferred shares, Series 12 are outstanding, the Corporation shall not redeem, purchase or otherwise acquire the Class E preferred shares or the common shares or any other shares ranking junior to the Class C preferred shares without the approval of the holders of the Class C preferred shares, Series 12 given in the manner provided in subparagraph (i) hereof in addition to any other approval required by law and unless immediately thereafter the shareholders' equity or net assets (as determined by the directors in the manner provided in subparagraph (g) hereof) is at least equal to the aggregate redemption price of all of the issued and outstanding Senior Preferred Shares.

(i) Subject to the provisions of the NBBCA, the terms hereof and of the foregoing subparagraphs may be altered, amended or repealed or the application thereof suspended in any particular case and changes made in the rights, privileges, restrictions and conditions attaching to the Class C preferred shares, Series 12 by articles of amendment, but no such alteration, amendment, repeal, suspension or change shall be adopted with respect to the rights, privileges, restrictions and conditions attaching to the Class C preferred shares, Series 12 until approved by a special resolution of the holders of the Class C preferred shares, Series 12 then outstanding.

20. Class C Preferred Shares, Series 13

The Class C preferred shares, Series 13 shall, in addition to the rights, privileges, restrictions and conditions attaching to the Class C preferred shares as a class, carry and be subject to the following rights, privileges, restrictions and conditions:

(a) Subject to the provisions of the NBBCA, the Class C preferred shares, Series 13 shall rank equally with the other Senior Preferred Shares and in priority to all other shares in the capital of the Corporation as regards the payment of dividends and upon a Return of Capital but shall not, except as herein provided, confer any right to participate in the profits or assets of the Corporation.

(b) The holders of the Class C preferred shares, Series 13 shall in each calendar month in the discretion of the directors, but in preference and priority to any payment of dividends on the common shares and on the Class E preferred shares for such calendar month, be entitled to receive out of moneys of the Corporation properly applicable to the payment of dividends, fixed non cumulative preferential dividends at the rate of five sixths of one percent (5/6ths of 1%) per month, calculated on the redemption price thereof (as determined in accordance with subparagraph (c) hereof) which may be paid in money or property or by issuing fully paid shares of the Corporation as the directors may, from time to time, determine; if in any calendar month after providing for the full dividend on the Class B preferred shares for the particular fiscal year and on the Class A preferred shares, the Class C preferred shares and the Class D preferred shares for the particular calendar month there shall remain any profits or surplus available for dividends, such profits or surplus or any part thereof may, in the discretion of the directors and subject to subparagraph (g) hereof, be applied to dividends on the Class E preferred shares and the common shares. The holders of Class C preferred shares, Series 13 shall not be entitled to any dividends other than or in excess of the non cumulative dividends at the rate hereinbefore provided; if in any calendar month, such dividend or any part thereof is not declared, the rights of the holders of the Class C preferred shares, Series 13

to such dividend or any part thereof are forever extinguished.

(c) Subject to the provisions of the NBBCA, the Corporation may redeem, in accordance with the redemption provisions, the whole or any part of the Class C preferred shares, Series 13 on payment for each share to be redeemed of the redemption price per share together with all dividends declared thereon and unpaid. The redemption price for each Class C preferred share, Series 13 shall be equivalent to the quotient obtained by dividing the fair market value, as of the date of transfer thereof, of any property including money transferred to the Corporation as consideration for the allotment and issuance of the Class C preferred shares, Series 13 less the amount of any other consideration payable by the Corporation for the said transferred property, by the number of Class C preferred shares, Series 13 so allotted and issued, such fair market value to be determined by the directors.

(d) Subject to the provisions of the NBBCA, the Corporation shall have the right at its option at any time and from time to time to purchase or otherwise acquire the whole or any part of the Class C preferred shares, Series 13, pursuant to tenders or by private contract at the lowest price at which, in the opinion of the directors, such shares are obtainable but not exceeding the redemption price thereof together with all dividends declared thereon and unpaid. If, in response to an invitation for tenders, two (2) or more holders of the Class C preferred shares, Series 13 submit tenders at the same price and if such tenders are accepted by the Corporation in whole or in part, then unless the Corporation accepts all such tenders in whole, the Corporation shall accept such tenders in proportion as nearly as may be to the number of shares offered in each such tender.

(e) A holder of Class C preferred shares, Series 13 shall be entitled to require the Corporation to redeem at any time and from time to time after the date of issue of any Class C preferred shares, Series 13, in accordance with the retraction provisions, all or any number of the Class C preferred shares, Series 13 registered in the name of such holder on the books of the Corporation by paying to such holder for each share to be redeemed the redemption price for each such share together with all dividends declared thereon and unpaid.

(f) In the event of a Return of Capital the holders of the Class C preferred shares, Series 13 shall be entitled to receive, in preference and priority to any distribution of any part of the assets of the Corporation among the holders of the Class E preferred shares, the common shares and any other shares ranking junior to the Class C preferred shares, for each Class C preferred share, Series 13 an amount equal to the redemption price thereof together with all dividends declared thereon and unpaid. The holders of the Senior Preferred Shares shall share in any such distribution of assets in direct proportion to the amounts to which the holders thereof are entitled upon such distribution of assets.

(g) So long as any of the Class C preferred shares, Series 13 are outstanding, no dividends shall at any time be declared or paid on or set apart for payment on the Class E preferred shares or the common shares or any other shares ranking junior to the Class C preferred shares of the Corporation unless either:

(i) the shareholders' equity of the Corporation as shown on the most recent audited financial statements of the Corporation; or

(ii) the net assets of the Corporation;

after payment of such dividends, shall be at least equal to the aggregate redemption price of all of the then issued and outstanding Senior Preferred Shares. Subject to the NBBCA, a determination by the directors in such bona fide manner as they in their discretion may consider proper that the Corporation meets one of the foregoing criteria shall be conclusive and binding on the Corporation and the holders of the shares of every class.

(h) So long as any of the Class C preferred shares, Series 13 are outstanding, the Corporation shall not redeem, purchase or otherwise acquire the Class E preferred shares or the common shares or any other shares ranking junior to the Class C preferred shares without the approval of the holders of the Class C preferred shares, Series 13 given in the manner provided in subparagraph (i) hereof in addition to any other approval required by law and unless immediately thereafter the shareholders' equity or net assets (as determined by the directors in the manner provided in subparagraph (g) hereof) is at least equal to the aggregate redemption price of all of the issued and outstanding Senior Preferred Shares.

(i) Subject to the provisions of the NBBCA, the terms hereof and of the foregoing subparagraphs may be altered, amended or repealed or the application thereof suspended in any particular case and changes made in the rights, privileges, restrictions and conditions attaching to the Class C preferred shares, Series 13 by articles of amendment, but no such alteration, amendment, repeal, suspension or change shall be adopted with respect to the rights, privileges, restrictions and conditions attaching to the Class C preferred shares, Series 13 until approved by a special resolution of the holders of the Class C preferred shares, Series 13 then outstanding.

21. Class C Preferred Shares, Series 14

The Class C preferred shares, Series 14 shall, in addition to the rights, privileges, restrictions and conditions attaching to the Class C preferred shares as a class, carry and be subject to the following rights, privileges, restrictions and conditions:

(a) Subject to the provisions of the NBBCA, the Class C preferred shares, Series 14 shall rank equally with the other Senior Preferred Shares and in priority to all other shares in the capital of the Corporation as regards the payment of dividends and upon a Return of Capital but shall not, except as herein provided, confer any right to participate in the profits or assets of the Corporation.

(b) The holders of the Class C preferred shares, Series 14 shall in each calendar month in the discretion of the directors, but in preference and priority to any payment of dividends on the common shares and on the Class E preferred shares for such calendar month, be entitled to receive out of moneys of the Corporation properly applicable to the payment of dividends, fixed non cumulative preferential dividends at the rate of seven eighths of one percent ($7/8$ ths of 1%) per month, calculated on the redemption price thereof (as determined in accordance with subparagraph (c) hereof) which may be paid in money or property or by issuing fully paid shares of the Corporation as the directors may, from time to time, determine; if in any calendar month after providing for the full dividend on the Class B preferred shares for the particular fiscal year and on the Class A preferred shares, the Class C preferred shares and the Class D preferred shares for the particular calendar month there shall remain any profits or surplus available for dividends, such profits or surplus or any part thereof may, in the discretion of the directors and subject to subparagraph (g) hereof, be applied to dividends on the Class E preferred shares and the common shares. The holders of Class C preferred shares, Series 14 shall not be entitled to any dividends other than or in excess of the non cumulative dividends at the rate hereinbefore provided; if in any calendar month, such dividend or any part thereof is not declared, the rights of the holders of the Class C preferred shares, Series 14 to such dividend or any part thereof are forever extinguished.

(c) Subject to the provisions of the NBBCA, the Corporation may redeem, in accordance with the redemption provisions, the whole or any part of the Class C preferred shares, Series 14 on payment for each share to be redeemed of the redemption price per share together with all dividends declared thereon and unpaid. The redemption price for each Class C preferred share, Series 14 shall be equivalent to the quotient obtained by dividing the fair market value, as of the date of transfer thereof, of any property including money transferred to the Corporation as consideration for the allotment and issuance of the Class C preferred shares, Series 14 less the amount of any other consideration payable by the Corporation for the said transferred property, by the number of Class C preferred shares, Series 14 so allotted and issued, such fair market value to be determined by the directors.

(d) Subject to the provisions of the NBBCA, the Corporation shall have the right at its option at any time and from time to time to purchase or otherwise acquire the whole or any part of the Class C preferred shares, Series 14, pursuant to tenders or by private contract at the lowest price at which, in the opinion of the directors, such shares are obtainable but not exceeding the redemption price thereof together with all dividends declared thereon and unpaid. If, in response to an invitation for tenders, two (2) or more holders of the Class C preferred shares, Series 14 submit tenders at the same price and if such tenders are accepted by the Corporation in whole or in part, then unless the Corporation accepts all such tenders in whole, the Corporation shall accept such tenders in proportion as nearly as may be to the number of shares offered in each such tender.

(e) A holder of Class C preferred shares, Series 14 shall be entitled to require the Corporation to redeem at any time and from time to time after the date of issue of any Class C preferred shares, Series 14, in accordance with the retraction provisions, all or any number of the Class C preferred shares, Series 14 registered in the name of such holder on the books of the Corporation by paying to such holder for each share to be redeemed the redemption price for each such share

together with all dividends declared thereon and unpaid.

(f) In the event of a Return of Capital the holders of the Class C preferred shares, Series 14 shall be entitled to receive, in preference and priority to any distribution of any part of the assets of the Corporation among the holders of the Class E preferred shares, the common shares and any other shares ranking junior to the Class C preferred shares, for each Class C preferred share, Series 14 an amount equal to the redemption price thereof together with all dividends declared thereon and unpaid. The holders of the Senior Preferred Shares shall share in any such distribution of assets in direct proportion to the amounts to which the holders thereof are entitled upon such distribution of assets.

(g) So long as any of the Class C preferred shares, Series 14 are outstanding, no dividends shall at any time be declared or paid on or set apart for payment on the Class E preferred shares or the common shares or any other shares ranking junior to the Class C preferred shares of the Corporation unless either:

(i) the shareholders' equity of the Corporation as shown on the most recent audited financial statements of the Corporation; or

(ii) the net assets of the Corporation;

after payment of such dividends, shall be at least equal to the aggregate redemption price of all of the then issued and outstanding Senior Preferred Shares. Subject to the NBBCA, a determination by the directors in such bona fide manner as they in their discretion may consider proper that the Corporation meets one of the foregoing criteria shall be conclusive and binding on the Corporation and the holders of the shares of every class.

(h) So long as any of the Class C preferred shares, Series 14 are outstanding, the Corporation shall not redeem, purchase or otherwise acquire the Class E preferred shares or the common shares or any other shares ranking junior to the Class C preferred shares without the approval of the holders of the Class C preferred shares, Series 14 given in the manner provided in subparagraph (i) hereof in addition to any other approval required by law and unless immediately thereafter the shareholders' equity or net assets (as determined by the directors in the manner provided in subparagraph (g) hereof) is at least equal to the aggregate redemption price of all of the issued and outstanding Senior Preferred Shares.

(i) Subject to the provisions of the NBBCA, the terms hereof and of the foregoing subparagraphs may be altered, amended or repealed or the application thereof suspended in any particular case and changes made in the rights, privileges, restrictions and conditions attaching to the Class C preferred shares, Series 14 by articles of amendment, but no such alteration, amendment, repeal, suspension or change shall be adopted with respect to the rights, privileges, restrictions and conditions attaching to the Class C preferred shares, Series 14 until approved by a special resolution of the holders of the Class C preferred shares, Series 14 then outstanding.

22. Class C Preferred Shares, Series 15

The Class C preferred shares, Series 15 shall, in addition to the rights, privileges, restrictions and conditions attaching to the Class C preferred shares as a class, carry and be subject to the following rights, privileges, restrictions and conditions:

(a) Subject to the provisions of the NBBCA, the Class C preferred shares, Series 15 shall rank equally with the other Senior Preferred Shares and in priority to all other shares in the capital of the Corporation as regards the payment of dividends and upon a Return of Capital but shall not, except as herein provided, confer any right to participate in the profits or assets of the Corporation.

(b) The holders of the Class C preferred shares, Series 15 shall in each calendar month in the discretion of the directors, but in preference and priority to any payment of dividends on the common shares and on the Class E preferred shares for such calendar month, be entitled to receive out of moneys of the Corporation properly applicable to the payment of dividends, fixed non cumulative preferential dividends at the rate of twenty-three twenty-fourths of one percent ($\frac{23}{24}$ ths of 1%) per month, calculated on the redemption price thereof (as determined in accordance with subparagraph (c) hereof) which may be paid in money or property or by issuing fully paid shares of the Corporation as the directors may, from time to time, determine; if in any calendar month after providing for the full dividend on the Class B preferred shares for the particular fiscal year and on the Class A preferred shares, the Class C preferred shares and the Class D preferred shares

for the particular calendar month there shall remain any profits or surplus available for dividends, such profits or surplus or any part thereof may, in the discretion of the directors and subject to subparagraph (g) hereof, be applied to dividends on the Class E preferred shares and the common shares. The holders of Class C preferred shares, Series 15 shall not be entitled to any dividends other than or in excess of the non cumulative dividends at the rate hereinbefore provided; if in any calendar month, such dividend or any part thereof is not declared, the rights of the holders of the Class C preferred shares, Series 15 to such dividend or any part thereof are forever extinguished.

(c) Subject to the provisions of the NBBCA, the Corporation may redeem, in accordance with the redemption provisions, the whole or any part of the Class C preferred shares, Series 15 on payment for each share to be redeemed of the redemption price per share together with all dividends declared thereon and unpaid. The redemption price for each Class C preferred share, Series 15 shall be equivalent to the quotient obtained by dividing the fair market value, as of the date of transfer thereof, of any property including money transferred to the Corporation as consideration for the allotment and issuance of the Class C preferred shares, Series 15 less the amount of any other consideration payable by the Corporation for the said transferred property, by the number of Class C preferred shares, Series 15 so allotted and issued, such fair market value to be determined by the directors.

(d) Subject to the provisions of the NBBCA, the Corporation shall have the right at its option at any time and from time to time to purchase or otherwise acquire the whole or any part of the Class C preferred shares, Series 15, pursuant to tenders or by private contract at the lowest price at which, in the opinion of the directors, such shares are obtainable but not exceeding the redemption price thereof together with all dividends declared thereon and unpaid. If, in response to an invitation for tenders, two (2) or more holders of the Class C preferred shares, Series 15 submit tenders at the same price and if such tenders are accepted by the Corporation in whole or in part, then unless the Corporation accepts all such tenders in whole, the Corporation shall accept such tenders in proportion as nearly as may be to the number of shares offered in each such tender.

(e) A holder of Class C preferred shares, Series 15 shall be entitled to require the Corporation to redeem at any time and from time to time after the date of issue of any Class C preferred shares, Series 15, in accordance with the retraction provisions, all or any number of the Class C preferred shares, Series 15 registered in the name of such holder on the books of the Corporation by paying to such holder for each share to be redeemed the redemption price for each such share together with all dividends declared thereon and unpaid.

(f) In the event of a Return of Capital the holders of the Class C preferred shares, Series 15 shall be entitled to receive, in preference and priority to any distribution of any part of the assets of the Corporation among the holders of the Class E preferred shares, the common shares and any other shares ranking junior to the Class C preferred shares, for each Class C preferred share, Series 15 an amount equal to the redemption price thereof together with all dividends declared thereon and unpaid. The holders of the Senior Preferred Shares shall share in any such distribution of assets in direct proportion to the amounts to which the holders thereof are entitled upon such distribution of assets.

(g) So long as any of the Class C preferred shares, Series 15 are outstanding, no dividends shall at any time be declared or paid on or set apart for payment on the Class E preferred shares or the common shares or any other shares ranking junior to the Class C preferred shares of the Corporation unless either:

(i) the shareholders' equity of the Corporation as shown on the most recent audited financial statements of the Corporation; or

(ii) the net assets of the Corporation;

after payment of such dividends, shall be at least equal to the aggregate redemption price of all of the then issued and outstanding Senior Preferred Shares. Subject to the NBBCA, a determination by the directors in such bona fide manner as they in their discretion may consider proper that the Corporation meets one of the foregoing criteria shall be conclusive and binding on the Corporation and the holders of the shares of every class.

(h) So long as any of the Class C preferred shares, Series 15 are outstanding, the Corporation shall not redeem, purchase or otherwise acquire the Class E preferred shares or the common shares or any other shares ranking junior to the Class C

preferred shares without the approval of the holders of the Class C preferred shares, Series 15 given in the manner provided in subparagraph (i) hereof in addition to any other approval required by law and unless immediately thereafter the shareholders' equity or net assets (as determined by the directors in the manner provided in subparagraph (g) hereof) is at least equal to the aggregate redemption price of all of the issued and outstanding Senior Preferred Shares.

(i) Subject to the provisions of the NBBCA, the terms hereof and of the foregoing subparagraphs may be altered, amended or repealed or the application thereof suspended in any particular case and changes made in the rights, privileges, restrictions and conditions attaching to the Class C preferred shares, Series 15 by articles of amendment, but no such alteration, amendment, repeal, suspension or change shall be adopted with respect to the rights, privileges, restrictions and conditions attaching to the Class C preferred shares, Series 15 until approved by a special resolution of the holders of the Class C preferred shares, Series 15 then outstanding.

23. Class D Preferred Shares

The Class D preferred shares shall carry and be subject to the following rights, privileges, restrictions and conditions:

(a) Subject to the provisions of the NBBCA, the Class D preferred shares shall rank equally with the other Senior Preferred Shares and in priority to all other shares in the capital of the Corporation as regards the payment of dividends and upon a Return of Capital but shall not, except as herein provided, confer any right to participate in the profits or assets of the Corporation.

(b) The holders of the Class D preferred shares shall in each calendar month in the discretion of the directors, but in preference and priority to any payment of dividends on the Class E preferred shares and the common shares for such calendar month, be entitled to receive out of moneys of the Corporation properly applicable to the payment of dividends, fixed non cumulative preferential dividends at the rate of two-thirds of one percent (2/3rds of 1%) per month, calculated on the redemption price thereof (as determined in accordance with subparagraph (c) hereof) which may be paid in money or property or by issuing fully paid shares of the Corporation as the directors may, from time to time, determine; if in any calendar month after providing for the full dividend on the Class B preferred shares for the particular fiscal year and on the Class A preferred shares, the Class C preferred shares and the Class D preferred shares for the particular calendar month there shall remain any profits or surplus available for dividends, such profits or surplus or any part thereof may, in the discretion of the directors and subject to subparagraph (g) hereof, be applied to dividends on the Class E preferred shares and the common shares. The holders of Class D preferred shares shall not be entitled to any dividends other than or in excess of the non cumulative dividends at the rate hereinbefore provided; if in any calendar month, such dividend or any part thereof is not declared, the rights of the holders of the Class D preferred shares to such dividend or any part thereof are forever extinguished.

(c) Subject to the provisions of the NBBCA, the Corporation may redeem, in accordance with the redemption provisions, the whole or any part of the Class D preferred shares on payment for each share to be redeemed of the redemption price per share together with all dividends declared thereon and unpaid. The redemption price for each Class D preferred share shall be one thousand dollars (\$1,000.00).

(d) Subject to the provisions of the NBBCA, the Corporation shall have the right at its option at any time and from time to time to purchase or otherwise acquire the whole or any part of the Class D preferred shares, pursuant to tenders or by private contract at the lowest price at which, in the opinion of the directors, such shares are obtainable but not exceeding the redemption price thereof together with all dividends declared thereon and unpaid. If, in response to an invitation for tenders, two (2) or more holders of the Class D preferred shares submit tenders at the same price and if such tenders are accepted by the Corporation in whole or in part, then unless the Corporation accepts all such tenders in whole, the Corporation shall accept such tenders in proportion as nearly as may be to the number of shares offered in each such tender.

(e) A holder of Class D preferred shares shall be entitled to require the Corporation to redeem at any time and from time to time after the date of issue of any Class D preferred shares, in accordance with the retraction provisions, all or any number of the Class D preferred shares registered in the name of such holder on the books of the Corporation by paying to such holder for each share to be redeemed the redemption price for each such share together with all dividends declared

thereon and unpaid.

(f) In the event of a Return of Capital the holders of the Class D preferred shares shall be entitled to receive, in preference and priority to any distribution of any part of the assets of the Corporation among the holders of the Class E preferred shares, the common shares and any other shares ranking junior to the Class D preferred shares, for each Class D preferred share an amount equal to the redemption price thereof together with all dividends declared thereon and unpaid. The holders of the Senior Preferred Shares shall share in any such distribution of assets in direct proportion to the amounts to which the holders thereof are entitled upon such distribution of assets.

(g) So long as any of the Class D preferred shares are outstanding, no dividends shall at any time be declared or paid on or set apart for payment on the Class E preferred shares or the common shares of the Corporation unless either:

(i) the shareholders' equity of the Corporation as shown on the most recent audited financial statements of the Corporation; or

(ii) the net assets of the Corporation;

after payment of such dividends, shall be at least equal to the aggregate redemption price of all of the then issued and outstanding Senior Preferred Shares. Subject to the NBBCA, a determination by the directors in such bona fide manner as they in their discretion may consider proper that the Corporation meets one of the foregoing criteria shall be conclusive and binding on the Corporation and the holders of the shares of every class.

(h) Except as required by law, the holders of Class D preferred shares shall not as such be entitled to receive notice of and to attend and vote at meetings of the shareholders of the Corporation.

(i) So long as any of the Class D preferred shares are outstanding, the Corporation shall not redeem, purchase or otherwise acquire the Class E preferred shares or the common shares or any other shares ranking junior to the Class D preferred shares without the approval of the holders of the Class D preferred shares given in the manner provided in subparagraph (j) hereof in addition to any other approval required by law and unless immediately thereafter the shareholders' equity or net assets (as determined by the directors in the manner provided in subparagraph (g) hereof) is at least equal to the aggregate redemption price of all of the issued and outstanding Senior Preferred Shares.

(j) Subject to the provisions of the NBBCA, the terms of these share provisions may be altered, amended or repealed or the application thereof suspended in any particular case and changes may be made in the rights, privileges, restrictions and conditions attaching to the Class D preferred shares by articles of amendment, but no such alteration, amendment, repeal, suspension, or change shall be adopted with respect to the rights, privileges, restrictions and conditions attaching to the Class D preferred shares until approved by a special resolution of the holders of at least two thirds (2/3rds) of the Class D preferred shares then outstanding.

24. Class E Preferred Shares

The Class E preferred shares shall carry and be subject to the following rights, privileges, restrictions and conditions:

(a) (i) The Class E preferred shares shall rank junior to the Senior Preferred Shares and shall be subject in all respects to the rights, privileges, restrictions and provisions attaching to the Senior Preferred Shares.

(ii) The Class E preferred shares shall rank, as regards dividends and upon a Return of Capital, in priority to the common shares and all other shares in the capital of the Corporation ranking junior to the Class E preferred shares but shall not, except as herein provided, confer any right to participate in the profits or assets of the Corporation.

(b) Subject to the rights, privileges, restrictions and conditions herein set forth, the holders of the Class E preferred shares shall in each calendar month in the discretion of the directors, but in preference and priority to any payment of dividends on the common shares for such calendar month, be entitled to receive out of moneys of the Corporation properly applicable to the payment of dividends, fixed non cumulative preferential dividends at the rate of one-half of one percent (1/2 of 1%) per

month, calculated on the redemption price thereof (as determined in accordance with subparagraph (c) hereof) which may be paid in money or property or by issuing fully paid shares of the Corporation as the directors may, from time to time, determine; if in any calendar month after providing for the full dividend on the Class E Preferred Shares there shall remain any profits or surplus available for dividends, such profits or surplus or any part thereof may, in the discretion of the directors and subject to subparagraph (f) hereof, be applied to dividends on the common shares; the holders of Class E preferred shares shall not be entitled to any dividends other than or in excess of the non cumulative dividends at the rate hereinbefore provided; if in any calendar month, such dividend or any part thereof is not declared, the rights of the holders of the Class E preferred shares to such dividend or any part thereof are forever extinguished.

(c) Subject to the provisions of the NBBCA and to the rights, privileges, and restrictions attaching to the Senior Preferred Shares, the Corporation may redeem, in accordance with the redemption provisions, the whole or any part of the Class E preferred shares on payment for each share to be redeemed of the redemption price per share together with all dividends declared thereon and unpaid. The redemption price for each Class E preferred share shall be the sum of one hundred dollars (\$100.00).

(d) Subject to the provisions of the NBBCA and to the rights, privileges and restrictions attaching to the Senior Preferred Shares, the Corporation shall have the right at its option at any time and from time to time to purchase or otherwise acquire the whole or any part of the Class E preferred shares pursuant to tenders or by private contract at the lowest price at which, in the opinion of the directors, such shares are obtainable but not exceeding the redemption price thereof together with all dividends declared thereon and unpaid. If, in response to an invitation for tenders, two (2) or more holders of the Class E preferred shares submit tenders at the same price and if such tenders are accepted by the Corporation in whole or in part, then unless the Corporation accepts all such tenders in whole, the Corporation shall accept such tenders in proportion as nearly as may be to the number of shares offered in each such tender.

(e) In the event of a Return of Capital the holders of the Class E preferred shares shall be entitled to receive, in preference and priority to any distribution of any part of the assets of the Corporation among the holders of the common shares and any other shares ranking junior to the Class E preferred shares, for each Class E preferred share an amount equal to the redemption price thereof together with all dividends declared thereon and unpaid.

(f) So long as any of the Class E preferred shares are outstanding, no dividends shall at any time be declared or paid on or set apart for payment on the common shares of the Corporation unless either:

(i) the shareholders' equity of the Corporation as shown on the most recent audited financial statements of the Corporation; or

(ii) the net assets of the Corporation;

after payment of such dividends, shall be at least equal to the aggregate redemption price of all of the then issued and outstanding Senior Preferred Shares and Class E preferred shares in the capital of the Corporation. Subject to the NBBCA, a determination by the directors in such bona fide manner as they in their discretion may consider proper that the Corporation meets one of the foregoing criteria shall be conclusive and binding on the Corporation and the holders of the shares of every class.

(g) Except as required by law, the holders of Class E preferred shares shall not as such be entitled to receive notice of and to attend and vote at meetings of the shareholders of the Corporation.

(h) So long as any of the Class E preferred shares are outstanding, the Corporation shall not redeem, purchase or otherwise acquire the common shares or any other shares ranking junior to the Class E preferred shares unless immediately thereafter the shareholders' equity or net assets (as determined by the directors in the manner provided in subparagraph (f) hereof) is at least equal to the aggregate redemption price of all of the issued and outstanding preferred shares of every class in the capital of the Corporation.

(i) Subject to the provisions of the NBBCA, the terms of these share provisions may be altered, amended or repealed or the application thereof suspended in any particular case and changes may be made in the rights, privileges, restrictions and

conditions attaching to the Class E preferred shares by articles of amendment, but no such alteration, amendment, repeal, suspension, or change shall be adopted with respect to the rights, privileges, restrictions and conditions attaching to the Class E preferred shares until approved by a special resolution of the holders of the Class E preferred shares then outstanding.

25. Common Shares

The common shares shall carry and be subject to the following rights, privileges, restrictions and conditions namely:

- (a) Except for meetings at which only holders of another specified class of shares are entitled to vote separately as a class or series in accordance with the NBBCA, the holders of the common shares shall as such be entitled to receive notice of and to attend and to vote at all meetings of the shareholders of the Corporation and shall be entitled to one (1) vote in person or by proxy for each common share held.
- (b) Subject to the rights, privileges, restrictions and conditions attaching to any other class of shares of the Corporation, the holders of the common shares shall be entitled:
 - (i) to receive any dividend declared by the Corporation; and
 - (ii) to receive the remaining property of the Corporation on dissolution, liquidation or winding up of the Corporation.
- (c) Subject to the provisions of the NBBCA, the terms of these share provisions may be altered, amended or repealed or the application thereof suspended in any particular case and changes may be made in the rights, privileges, restrictions and conditions attaching to the common shares by articles of amendment, but no such alteration, amendment, repeal, suspension, or change shall be adopted with respect to the rights, privileges, restrictions and conditions attaching to the common shares unless approved by a special resolution of the holders of the common shares then outstanding.

New England NG Supply Limited

Schedule - Restrictions on Share Transfer

(a) No shares in the capital of the Corporation shall be transferred without the consent of the directors or shareholders of the Corporation expressed by resolution passed at a meeting of the board of directors or shareholders or by an instrument or instruments in writing signed by all such directors or shareholders.

(b) The provisions of subparagraph (a) shall not be applicable to the following transfers:

(i) any transfer of shares to a body corporate who, immediately before the transfer or because of the transfer, is controlled by the transferor;

(ii) any transfer of shares to a body corporate who, immediately before the transfer or because of the transfer, is related to the Corporation or the transferor; or

(iii) any transfer of shares between related persons.

(c) For the purposes of clause (b) the terms "control" and "related" shall have the meaning ascribed thereto in the Income Tax Act (Canada).

New England NG Supply Limited

Schedule - Other Provisions

Other provisions applicable to the Corporation are as follows:-

1. The directors of the Corporation may, without authorization of the shareholders:

- (i) borrow money upon the credit of the Corporation;
- (ii) issue, reissue, sell or pledge debt obligations of the Corporation;
- (iii) give a guarantee on behalf of the Corporation to secure performance of an obligation of any person; and
- (iv) mortgage, hypothecate, pledge or otherwise create a security interest in all or any property of the Corporation, owned or subsequently acquired, to secure any debt obligation of the Corporation.

The directors may from time to time by resolution or by-law delegate to such one or more of the directors and officers of the Corporation as may be designated by the directors all or any of the powers conferred on the directors in this paragraph, to such extent and in such manner as the directors shall determine at the time of each such delegation.

2. (a) Notwithstanding subsection (2) of Section 27 of the Business Corporations Act as from time to time in force, the holders of the equity shares of any class, in the case of the proposed issuance by the Corporation of, or the proposed granting by the Corporation of rights or options to purchase, its equity shares of any class of any shares or other securities convertible into or carrying rights or options to purchase its equity shares of any class, shall not as such, even if the issuance of the equity shares proposed to be issued or issuable upon exercise of such rights or options or upon conversion of such other securities would adversely affect the unlimited dividend rights of such holders, have the right to purchase such shares or other securities.

(b) Notwithstanding subsection (3) of Section 27 of the Business Corporations Act as from time to time in force, the holders of voting shares of any class, in the case of the proposed issuance by the Corporation of, or the proposed granting by the Corporation of rights or options to purchase, its voting shares of any class or any shares or options to purchase its voting shares of any class, shall not as such, even if the issuance of the voting shares proposed to be issued or issuable upon exercise of such rights or options or upon conversion of such other securities would adversely affect the voting rights of such holders, have the right to purchase such shares or other securities.

3. Notwithstanding subsection (1) of Section 87 of the Business Corporations Act as from time to time in force notice of the time and place of a meeting of shareholders of the Corporation shall be deemed to be properly given if sent not less than seven (7) days before the meeting:

- (a) to each shareholder entitled to vote at the meeting;
- (b) to each director; and
- (c) with respect to annual meetings of shareholders, to the auditor, if any.

4. Notwithstanding subsections (1) and (2) of Section 84 of the Business Corporations Act as from time to time in force, meetings of shareholders of the Corporation may be held outside the Province of New Brunswick at Montreal and Hull, Quebec, Toronto and Ottawa, Ontario, New York, New York, Bangor, Maine, Boston, Massachusetts and Hamilton and Southampton, Bermuda.

5. Meetings of the board of directors of the Corporation may be held at any place within or outside the Province of New Brunswick as provided in the by-laws.

6. Notwithstanding subsection (1) of Section 43 of the Business Corporations Act, as from time to time in force, the Corporation or any corporation with which it is affiliated may, directly or indirectly, give financial assistance by means of a loan, guarantee or otherwise

(a) to any shareholder, director, officer or employee of the Corporation or of an affiliated corporation, and/or

(b) to any associate of a shareholder, director, officer or employee of the Corporation or of an affiliated corporation,

whether or not there are reasonable grounds for believing that

(c) the Corporation is, or after giving the financial assistance would be, unable to pay its liabilities as they become due, or

(d) the realizable value of the Corporation's assets, excluding the amount of any financial assistance in the form of a loan or in the form of assets pledged or encumbered to secure the guarantee, after giving the financial assistance, would be less than the aggregate of the Corporation's liabilities and stated capital of all classes.

7. (a) The directors may from time to time, in such amounts and on such terms as they deem expedient, charge, mortgage, hypothecate or pledge all or any of the currently owned or subsequently acquired, real or personal, moveable or immoveable property of the Corporation, including book debts, rights, powers, franchises and undertaking to secure any debt obligations or any money borrowed or other debt or liability of the Corporation.

(b) The directors may from time to time delegate to such one (1) or more of the directors and officers of the Corporation as may be designated by the directors all or any of the powers conferred on the directors above, to such extent and in such manner as the directors shall determine at the time of each such delegation.

8. The number of shareholders, exclusive of persons who are in the employment of the Corporation and are shareholders of the Corporation and persons who, having been formerly in the employment of the Corporation, have continued to be shareholders of the Corporation after termination of that employment, is limited to not more than fifty (50) persons, two or more persons who are joint registered holders of one or more shares being counted as one shareholder.

9. Directors may participate in meetings of the directors and shareholders may participate in meetings of shareholders by telephone or any other medium of communication by which all participants are able to hear all other participants of the meeting.

10. The board of directors shall consist of a minimum of one (1) and a maximum of fifteen (15) directors as determined from time to time by unanimous resolution of the directors then in office.

APPENDIX "B"

Attach copy of Bylaws

BY-LAWS NOS. TWO THOUSAND FOURTEEN/ONE TO EIGHTY

By-laws relating generally to the regulation of the affairs of New England NG Supply Limited

BE IT ENACTED AND THEY ARE HEREBY ENACTED as by-law numbers Two Thousand Fourteen/One to Eighty inclusive of New England NG Supply Limited (hereinafter called the "Corporation") as follows:-

DEFINITIONS AND INTERPRETATIONS

2014-1. In this by-law and all other by-laws of the Corporation, unless the context otherwise specifies or requires:-

- (a) "Act" means the Business Corporations Act, Statutes of New Brunswick, 1981, c. B-9.1, as from time to time amended, and every statute that may be substituted therefor and, in the case of such amendment or substitution, any reference in the by-laws of the Corporation shall be read as referring to the amended or substituted provisions therefor;
- (b) "Articles" means the articles, as from time to time amended, of the Corporation;
- (c) "by-law" means any by-law of the Corporation, from time to time in force and effect;
- (d) "unanimous shareholders agreement" means an agreement as described in subsection 99(2) of the Act made by the shareholders of the Corporation;
- (e) words importing the singular number only shall include the plural and vice versa; words importing the masculine gender shall include the feminine and neuter genders and vice-versa; words importing persons shall include bodies corporate, corporations, companies, partnerships, syndicates, trusts and any number of aggregate of individuals;

- (f) the headings used in the by-laws are inserted for reference purpose only and are not to be considered or taken into account in construing the terms or provisions thereof or to be deemed in any way to clarify, modify or explain the effect of any such terms or provisions; and
- (g) all terms contained in the by-laws and which are defined in the Act shall have the meanings given to such terms in the Act.

REGISTERED OFFICE

2014-2. Registered Office. The Corporation may from time to time (i) by resolution of the board of directors change the location of the address of the registered office of the Corporation within the place specified in the articles and (ii) by articles of amendment change the place in which its registered office is situated to another place within New Brunswick.

CORPORATE SEAL

2014-3. Corporate Seal. The Corporation may have one or more corporate seals which shall be such as the board of directors may by resolution from time to time adopt and change.

DIRECTORS

2014-4. Number and Powers. There shall be a board of directors consisting of such fixed number, or minimum and maximum number, of directors as may be set out in the articles. The directors by unanimous resolution of all the directors may increase or decrease the number of directors within any minimum and maximum number set out in the Articles.

2014-5. Vacancies. If the number of directors is increased, the resulting vacancies shall be filled at a meeting of shareholders duly called for that purpose. Notwithstanding the provisions of by-law 2014-7 and subject to the provisions of the Act, if a vacancy should otherwise occur in the board, the remaining directors, if constituting a quorum, may appoint a qualified person to fill the vacancy for the remainder of the term. In the absence of a quorum the remaining directors shall forthwith call a meeting of shareholders to fill the vacancy or pursuant to section 9(2) of

the Act. Where a vacancy or vacancies exist in the board, the remaining directors may exercise all of the powers of the board so long as a quorum remains in office.

2014-6. Duties. Every director and officer of the Corporation in exercising his powers and discharging his duties shall:-

- (a) act honestly and in good faith with a view to the best interest of the Corporation; and
- (b) exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances.

2014-7. Qualification. Every director shall be an individual nineteen (19) or more years of age and no one who is of unsound mind and has been so found by a court in Canada or elsewhere or who has the status of a bankrupt or who has been convicted of an offence under the Criminal Code, chapter C-34 of the Revised Statutes of Canada, 1970 in connection with the promotion, formation or management of a corporation or involving fraud (unless three years have elapsed since the expiration of the period fixed for suspension of the passing of sentence without sentencing or since a fine was imposed, or unless the term of imprisonment and probation imposed if any, was concluded, whichever is the latest, but the disability imposed hereby ceases upon a pardon being granted) shall be a director.

2014-8. Term of Office. A director's term of office shall be from the meeting at which he is elected or appointed until the annual meeting next following or until his successor is elected or appointed, or until, if earlier, he dies or resigns, or is removed or disqualified pursuant to the provisions of the Act.

2014-9. Vacation of Office. The office of a director shall ipso facto be vacated if:-

- (a) he dies;
- (b) by notice in writing to the Corporation he resigns his office and such resignation, if not effective immediately, becomes effective in accordance with its terms;

- (c) he is removed from office in accordance with section 67 of the Act; or
- (d) he ceases to be qualified to be a director.

2014-10. Election and Removal. Directors shall be elected by the shareholders by ordinary resolution in general meeting on a show of hands unless a poll is demanded and if a poll is demanded such election shall be by ballot. All the directors then in office shall cease to hold office at the close of the meeting of shareholders at which directors are to be elected but, if qualified, are eligible for re-election.

Subject to sections 65 and 67 of the Act, the shareholders of the Corporation may by ordinary resolution at a special meeting remove any director before the expiration of his term of office and may, by a majority of the votes cast at the meeting, elect any person in his stead for the remainder of his term.

Each shareholder entitled to vote at an election of directors has the right to cast a number of votes equal to the number of votes attached to the shares held by him multiplied by the number of directors to be elected, and he may cast all such votes in favour of one candidate or distribute them among the candidates in any manner.

A separate vote of shareholders shall be taken with respect to each candidate nominated for director unless a resolution is passed unanimously permitting two or more persons to be elected by a single resolution.

If a shareholder has voted for more than one candidate without specifying the distribution of his votes among the candidates, he shall be deemed to have distributed his votes equally among the candidates for whom he voted.

If the number of candidates nominated for director exceeds the number of positions to be filled, the candidates who receive the least number of votes shall be eliminated until the number of candidates remaining equals the number of positions to be filled.

A retiring director shall retain office until the adjournment or termination of the meeting at which his successor is elected unless such meeting was called for the purpose of removing him from office as a director in which case the director so removed shall vacate office forthwith upon the passing of the resolution for his removal.

2014-11. Validity of Acts. An act by a director or officer is valid notwithstanding an irregularity in his election or appointment or a defect in his qualifications.

MEETINGS OF DIRECTORS

2014-12. Place of Meeting. Subject to the articles, meetings of directors may be held in person or by telephone conference call at any place within or outside New Brunswick as the directors may from time to time determine or the person convening the meeting may give notice. A meeting of the board of directors may be convened by the Chairman of the Board (if any), the President or any director at any time. The secretary shall upon direction of any of the foregoing convene a meeting of the board of directors in person or by telephone conference call.

2014-13. Notice. Notice of the time and place for the holding of any such meeting shall be delivered, mailed, sent by facsimile transmission, telegraphed, cabled or telexed to each director at his latest address as shown on the records of the Corporation not less than two (2) days (exclusive of the day on which the notice is delivered, mailed sent by facsimile transmission, telegraphed, cabled or telexed but inclusive of the day for which notice is given) before the date of the meeting; provided that meetings of the board of directors may be held at any time without notice if all the directors have waived notice.

For the first meeting of the board of directors to be held immediately following the election of directors at an annual or special meeting of the shareholders, no notice of such meeting need be given to the newly elected or appointed director or directors in order for the meeting to be duly constituted, provided a quorum of the directors is present.

A notice of a meeting of directors shall specify any matter referred to in subsection 73(2) of the Act that is to be dealt with at the meeting.

2014-14 Waiver of Notice. Notice of any meeting of the board of directors or any irregularity in any meeting or in the notice thereof may be waived by any director in writing or by facsimile, telegram, cable or telex addressed to the Corporation or in any other manner, and such waiver may be validly given either before or after the meeting to which such waiver relates. The attendance of a director at a meeting of directors is a waiver of notice of the meeting except where a director attends a meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called.

2014-15. Telephone Participation. A director may participate in a meeting of directors by means of such telephone or other communications facilities as permit all persons participating in the meeting to hear each other, and a director participating in such meeting by such means shall be deemed to be present at the meeting.

2014-16. Adjournment. Any meeting of the board of directors may be adjourned from time to time by the chairman of the meeting, with the consent of the meeting, to a fixed time and place and no notice of the time and place for the continuance of the adjourned meeting need be given to any director if the time and place of the adjourned meeting is given at the original meeting. Any adjourned meeting shall be duly constituted if held in accordance with the terms of the adjournment and a quorum is present thereat. The directors who formed a quorum at the original meeting are not required to form the quorum at the adjourned meeting. If there is not quorum present at the adjourned meeting, the original meeting shall be deemed to have terminated forthwith after its adjournment.

2014-17. Quorum and Voting. Subject to the articles, a majority of directors shall constitute a quorum for the transaction of business. No business shall be transacted by the directors except at a meeting of directors at which a quorum of the board is present. Questions arising at any meeting of the board of directors shall be decided by a majority of votes cast. In case of an equality of votes, the chairman of the meeting, in addition to his original vote shall have a second or casting vote. Where the Corporation has only one director, that director may constitute the Meeting.

2014-18. Resolution in lieu of meeting. A resolution in writing, signed by all the directors or signed counterparts of such resolution by all the directors entitled to vote on that resolution

at meeting of directors or a committee of directors, is as valid as if it had been passed at a meeting of directors or committee of directors duly called, constituted and held.

A copy of every such resolution shall be kept with the minutes of the proceedings of the directors or committee of directors.

2014-19. Sale of Assets. The board of directors may sell, lease or exchange the assets and undertakings of the Corporation or any part thereof for such consideration or assets they may deem fit, including the shares, bonds, debentures, debenture stock, notes or other securities or obligations of any other corporation; provided however a lease, sale or exchange of all or substantially all of the property of the Corporation other than in the ordinary course of business of the Corporation shall only be done in accordance with the specific requirements of the Act with respect to such a lease, sale or exchange.

REMUNERATION OF DIRECTORS

2014-20. Remuneration of Directors. Subject to the articles or any unanimous shareholders agreement, the remuneration to be paid to the directors shall be such as the board of directors shall from time to time determine and such remuneration shall be in addition to the salary paid to any officer of the Corporation who is also a member of the board of directors. The directors may also by resolution award special remuneration to any director undertaking any special services on the Corporation's behalf other than the routine work ordinarily required of a director by the Corporation. The confirmation of any such resolution or resolutions by the shareholders shall not be required. The directors shall also be entitled to be paid their travelling and other expenses properly incurred by them in connection with the affairs of the Corporation.

SUBMISSION OF CONTRACTS OR TRANSACTIONS TO SHAREHOLDERS FOR APPROVAL

2014-21. Submission of Contracts or Transactions to Shareholders for Approval. The board of directors in their discretion may submit any contract, act or transaction for approval, ratification or confirmation at any annual meeting of the shareholders or at any special meeting of the shareholders called for the purpose of considering the same and any contract, act or transaction that shall be approved, ratified or confirmed by resolution passed by a

majority of votes cast at any such meeting (unless any different or additional requirement imposed by the Act or by the Corporation's articles or any other by-law) shall be as valid and as binding upon the Corporation and upon all the shareholders as though it had been approved, ratified and/or confirmed by every shareholder of the Corporation.

FOR THE PROTECTION OF DIRECTORS AND OFFICERS

2014-22. For the Protection of Directors and Officers. No director or officer for the time being of the Corporation shall be liable for the acts, receipts, neglects or defaults of any other director or officer or employee or for joining in any receipt or act for conformity or for any loss, damage or expense happening to the Corporation through insufficiency or deficiency of title of any property acquired by the Corporation or for or on behalf of the Corporation or for the insufficiency or deficiency of any security in or upon which any of the moneys of or belonging to the Corporation shall be placed at or invested or for any loss or damage arising from the bankruptcy, insolvency or tortious act of any person, firm or corporation including any person, firm or corporation with whom or which any moneys, securities or effects shall be lodged or deposited or for any loss, conversion, misapplication or misappropriation of or any damage resulting from any dealings with any moneys, securities or other assets belonging to the Corporation or for any other loss, damage or misfortune whatever which may happen in the execution of the duties of his respective office of trust or in relation thereto, unless the same shall happen by or through his failure to exercise the powers and to discharge the duties of his office honestly, in good faith with a view to the best interests of the Corporation, and in connection therewith to exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances, provided that nothing herein contained shall relieve a director or officer from the duty to act in accordance with the Act or regulations made thereunder or relieve him from liability for breach thereof. The directors for the time being of the Corporation shall not be under any duty or responsibility made, done or entered into in the name or on behalf of the Corporation, except such as shall have been submitted to and authorized or approved by the board of directors. If any director or officer of the Corporation shall be employed by or shall perform services for the Corporation, the fact of his being a shareholder, director or officer of the Corporation shall not disentitle such director or

officer or such firm or body corporate, as the case may be, from receiving proper remuneration for such services.

INDEMNITIES TO DIRECTORS AND OTHERS

2014-23. Indemnities to Directors and Others. Subject to section 81 of the Act, except in respect of an action by or on behalf of the Corporation or Another Body Corporate (as hereinafter defined) to procure a judgement in its favour, the Corporation shall indemnify each director and officer of the Corporation and each former director and officer of the Corporation and persons who act or acted at the Corporation's request as a director or officer of Another Body Corporate, and his heirs and legal representatives, against all costs, charges and expenses, including any amount paid to settle an action or satisfy a judgement, reasonably incurred by him in respect of any civil, criminal or administrative action or proceeding to which he is made a party by reason of being or having been a director or officer of the Corporation or Another Body Corporate, as the case may be, if

- (a) he acted honestly and in good faith with a view to the best interests of the Corporation; and
- (b) in the case of a criminal or administrative action of proceeding that is enforced by a monetary penalty, he had reasonable grounds for believing that his conduct was lawful.
- (c) "Another Body Corporate" as used herein means a body corporate of which the Corporation is or was a shareholder or creditor.

OFFICERS

2014-24. Appointment of Officers. Subject to the articles or any unanimous shareholders agreement, the board of directors, annually or as often as may be required, may elect from among themselves a Chairman of the Board and one or more Vice-Chairmen and may appoint a President and a Secretary and, if deemed advisable may also appoint one or more Vice-Presidents, a Treasurer, one or more Assistant Secretaries, one or more Assistant Treasurers and/or a Chief General Manager. None of such officers need be a director of the Corporation. Any two or more of such offices may be held by the same person. In case and whenever the same person holds the offices of Secretary and Treasurer he may, but need not, be known

as the Secretary-Treasurer. The board of directors may from time to time designate such other offices and appoint such other officers, employees and agents as it shall deem necessary who shall have such authority and shall perform such functions and duties, as may from time to time be prescribed by resolution of the board of directors. All officers shall hold office only during the pleasure of the board of directors.

2014-25. Remuneration and Removal Of Officers. Subject to the articles or any unanimous shareholders agreement, the remuneration of all officers, employees and agents elected or appointed by the board of directors may be determined from time to time by resolution of the board of directors. The fact that any officer, employee or agent is a director or shareholder of the Corporation shall not disqualify him from receiving such remuneration as may be so determined. The board of directors may by resolution remove any officer, employee or agent at any time, with or without cause.

2014-26. Duties of Officers May Be Delegated. In case of the absence or inability or refusal to act of the President, the Vice-President, or if more than one, of the Vice-Presidents or of any other officer of the Corporation or for any other reason that the board of directors may deem sufficient, the board may delegate all or any of the powers of such officer to any other officer or to any director of the Corporation, provided that a majority of the entire board of directors concur therein.

2014-27. Chairman of the Board. The Chairman of the Board shall preside at all meetings of the board of directors and of shareholders. He shall sign such contracts, documents or instruments in writing as require his signature and shall have such other powers and duties as may from time to time be assigned to him by resolution of the board of directors. The Chairman when presiding at meetings of either the board of directors or the shareholders of the Corporation shall have a second or casting vote in addition to his original vote provided that he shall have no vote at a shareholder's meeting if he is not a registered holder of shares having voting rights thereat. The Chairman may also be appointed as the Chief Executive Officer of the Corporation if the President has not been so appointed.

2014-28. Vice-Chairman. The Vice-Chairman or, if more than one, the Vice-Chairmen in order of seniority, shall be vested with all the powers and shall perform all the duties of the Chairman in the absence or inability or refusal to act of the Chairman. The Vice-

Chairman or, if more than one, the Vice-Chairmen in order of seniority, shall sign such contracts, documents or instruments in writing as require his or their signatures and shall also have such other powers and duties as may from time to time be assigned to him or them by resolution of the board of directors. When presiding at meetings of either the board or the shareholders of the Corporation (if he is a shareholder) a Vice-Chairman shall have a second or casting vote in addition to his original vote, provided however that he shall have no vote at meetings of shareholders unless he is the registered holder of shares having voting rights thereat.

2014-29. President. The President shall exercise general supervision over the business and affairs of the Corporation. In the absence of the Chairman of the Board (if any) or a Vice-Chairman (if any), the President shall, when present, preside at all meetings of the board of directors and shareholders; he shall sign such contracts, documents or instruments in writing as require his signature and shall have such other powers and shall perform such other duties as may from time to time be assigned to him by resolution of the board of directors or as are incident to his office. The President when presiding at meetings of either the board (if he is director) or of the shareholders of the Corporation shall have a second or casting vote in addition to his original vote, provided however that he shall have no vote at meetings of the board unless he is a director and no vote at meetings of shareholders unless he is the registered holder of shares having voting rights thereat. The President may also be appointed Chief Executive Officer if the Chairman has not been so appointed.

2014-30. Vice-President. The Vice-President or, if more than one, the Vice-Presidents in order of seniority (if any) shall be vested with all the powers and shall perform all the duties of the President in the absence or inability or refusal to act of the President. The Vice-President or, if more than one, the Vice-Presidents in order of seniority, shall sign such contracts, documents or instruments in writing as require his or their signatures and shall also have such other powers and duties as may from time to time be assigned to him or them by resolution of the board of directors. When presiding at meetings of either the board (if he is a director) or the shareholders of the Corporation (if he is a shareholder) a Vice-President shall have a second or casting vote in addition to his original vote, provided however that he shall have no vote at meetings of the board unless he is a director

and no vote at meetings of shareholders unless he is the registered holder of shares having voting rights thereat.

2014-31. Secretary. The Secretary shall give or cause to be given notices for all meetings of the board of directors, or committees thereof (if any) and of shareholders when directed to do so and shall have charge, subject to the provisions of by-law 2014-54, of the records referred to in section 18 of the Act (except the accounting records) and of the corporate seal or seals (if any). He shall sign such contracts, documents or instruments in writing as require his signature and shall have such other powers and duties as may from time to time be assigned to him by resolution of the board of directors or as are incident to his office.

2014-32. Treasurer. Subject to the provisions of any resolution of the board of directors, the Treasurer (if any) shall have the care and custody of all the funds and securities of the Corporation and shall deposit the same in the name of the Corporation in such bank or banks or with such other depository or depositories as the board of directors may by resolution direct. He shall prepare, maintain and keep or cause to be kept adequate books of accounts and accounting records. He shall sign such contracts, documents or instruments in writing as require his signature and shall have such other powers and duties as may from time to time be assigned to him by resolution of the board of directors or as are incident to his office. He may be required to give such bond for the faithful performance of his duties as the board of directors in their uncontrolled discretion may require and no director shall be liable for failure to require any such bond or for the insufficiency of any such bond or for any loss by reason of the failure of the Corporation or receive any indemnity thereby provided.

2014-33. Assistant Secretary and Assistant Treasurer. The Assistant Secretary, or if more than one, the Assistant Secretaries in order of seniority, and the Assistant Treasurer or, if more than one, the Assistant Treasurers in order of seniority, shall respectively perform all the duties of the Secretary and Treasurer, respectively, in the absence or inability to act of the Secretary or Treasurer as the case may be. The Assistant Secretary or Assistant Secretaries, if more than one, and the Assistant Treasurer or Assistant Treasurers, if more than one, shall sign such contracts, documents or instruments in writing as require his or their signatures respectively and shall have such other powers and duties as may from time to time be assigned to them by resolution of the board of directors.

2014-34. Managing Director. The board of directors may from time to time appoint from their number a Managing Director and may delegate to him any of the powers of the board of directors except as provided in Subsection 73(2) of the Act. The Managing Director shall conform to all lawful orders given to him by the board of directors of the Corporation, shall at all reasonable times give to the directors or any of them all information they may require regarding the affairs of the Corporation and shall hold office only during the pleasure of the board of directors. Any agent or employee appointed by the Managing Director shall be subject to discharge by the board of directors without notice.

2014-35. Chief General Manager. Subject to the provision of any resolution of the board of directors, the Chief General Manager (if any) shall direct the daily business operations of the Corporation, shall have such other powers and duties as may from time to time be assigned to him by the board of directors.

2014-36. Vacancies. If the office of President, Vice-President, Secretary, Assistant Secretary, Treasurer, Assistant Treasurer, Chief General Manager, or any other office created by the directors pursuant to by-law 2014-24 shall be or become vacant by reason of death, resignation, disqualification or in any other manner whatsoever, the directors may appoint an officer to fill such vacancy.

COMMITTEES AND ATTORNEYS

2014-37. Committees. The board of directors may from time to time appoint from their number one or more committees consisting of one or more individuals and delegate to such committee or committees any of the powers of the directors except as otherwise provided in subsection 73(2) of the Act. Unless otherwise ordered by the board, a committee of directors shall have power to fix its quorum, to elect its chairman and to regulate its proceedings.

2014-38. Attorney or Agent. The board of directors, or the Chairman of the Board or the Chief Executive Officer, or the President may appoint one or more attorneys or agents and may confer upon any one or more of such attorneys or agents all such powers of the Corporation as may be legally conferred or delegated respectively by the board of directors, or the Chairman of the Board or the Chief Executive Officer, or the President and the board of directors, the Chairman of the Board, and the President shall not be responsible for any fault, negligence, improper act or

exercise of judgement on the part of such attorneys or agents nor for any lack of judgment in the selection of such attorneys or agents nor shall the directors or the Chairman of the Board or the Chief Executive Officer or the President be subject individually to any liability whatsoever in respect of any act, or failure to act, on the part of such attorneys or agents.

SHAREHOLDER'S MEETING

2014-39. Annual Meeting. Subject to compliance with section 85 of the Act, the annual meeting of the shareholders shall be convened on such day in each year and at such time as the directors may by resolution determine.

2014-40. Special Meetings. Other meetings of the shareholders may be convened by order of the Chairman of the Board, a Vice-Chairman, the President or a Vice-President who is a director or by the board of directors, to be held at such time and place as may be specified in such order. Special meetings of shareholders may also be called by written requisition to the directors signed by shareholders holding between them not less than ten percent of the outstanding shares of the capital stock of the Corporation entitled to vote thereat. Such requisition shall state the business to be transacted at the meeting and shall be sent to each director and the registered office of the Corporation.

Except as otherwise provided in subsection 96 (3) of the Act, it shall be the duty of the directors on receipt of such requisition, to cause the Meeting to be called by the Secretary of the Corporation.

If the directors do not, within twenty-one days after receiving such requisition call a meeting, any shareholder who signed the requisition may call the meeting.

2014-41. Place of Meetings. (a) Meetings of shareholders of the Corporation shall be held at the registered office of the Corporation or at such other place in New Brunswick as may be specified in the notice convening such meeting. Notwithstanding the foregoing, a meeting of shareholders may be held outside New Brunswick if all the shareholders entitled to vote at that meeting so agree, and a shareholder who attends a meeting of shareholders held outside New Brunswick is deemed to have so agreed except when he attends the meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not

lawfully held. (b) Notwithstanding the foregoing, meetings of shareholders may be held outside New Brunswick at one or more places specified in the articles.

2014-42. Notice. Subject to the articles or a unanimous shareholder agreement, a printed, written or typewritten notice stating the day, hour, place of meeting, the general nature of the business to be transacted and, if special business is to be transacted thereat, stating (i) the nature of that business in sufficient detail to permit the shareholder to form a reasoned judgment thereon, and (ii) the text of any special resolution to be submitted to the meeting, shall be sent to each person who is entitled to notice of such meeting and who on the record date for notice appears on the records of the Corporation or its transfer agents a shareholder and to each director of the Corporation and the auditor of the Corporation, either personally or by sending such notice by prepaid mail not less than twenty-one (21) clear days and not more than fifty (50) clear days before the meeting. If such notice is sent by mail it shall be addressed to the latest address of each person as shown in the records of the Corporation or its transfer agent, or if no address is shown therein, then to the last address of each such person known to the Secretary.

The auditor of the Corporation, if any, is entitled to attend any annual meeting of shareholders of the Corporation and to receive all notices and other communications relating to any such meeting that a shareholder is entitled to receive.

2014-43. Waiver of Notice. A meeting of shareholders may be held for any purpose at any date and time and, subject to section 84 of the Act, at any place without notice if all the shareholders entitled to notice of such meeting are present in person or represented by proxy at the meeting (except where the shareholder attends the meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called) or if all the shareholders entitled to notice of such meeting and not present in person or represented by proxy thereat waive notice of the meeting. Notice of any meeting of shareholders or any irregularity in any such meeting or in the notice thereof may be waived by any shareholder, the duly appointed proxy of any shareholder, any directors or the auditor of the Corporation in writing, by facsimile transmission, telegram, cable or telex addressed to the Corporation or by any other manner, and any such waiver may be validly given either before or after the meeting to which such waiver relates.

2014-44. Omission of Notice. The accidental omission to give notice of any meeting to or the non-receipt of any notice by any person shall not invalidate any resolution passed or any proceeding taken at any meeting of shareholders.

2014-45. Record Dates. The directors may by resolution fix in advance a date and time as the record date for the determination of shareholders (i) entitled to receive payment of a dividend, (ii) entitled to participate in a liquidation distribution, or (iii) for any other purpose except the right to receive notice of or to vote at a meeting of shareholders but such record date shall not precede by more than 50 days the particular action to be taken.

The directors may by resolution also fix in advance the date and time as the record date for the determination of shareholders entitled to receive notice of a meeting of shareholders, but such record date shall not precede by more than 50 days or by less than 21 days the date on which the meeting is to be held.

If no record date is fixed,

- (a) the record date for the determination of the shareholders entitled to receive notice of a meeting of the shareholders shall be
 - (i) at the close of business on the day immediately preceding the day on which the notice is given; or
 - (ii) if no notice is given, the day on which the meeting is held; and
- (b) the record date for the determination of shareholders for any purpose, other than that specified in subparagraph (a) above or to vote, shall be at the close of business on the day on which the directors pass the resolution relating thereto.

2014-46. Voting. Votes at meetings of the shareholders may be given either personally or by proxy. At every meeting at which he is entitled to vote, every shareholder present in person and every proxy-holder shall have one (1) vote on a show of hands. Upon a poll at which he is entitled to vote, every shareholder present in person or by proxy shall (subject to the provisions, if any, of the

Corporation's articles) have one (1) vote for every share registered in his name.

Voting at a meeting of shareholders shall be by show of hands except where a ballot is demanded by a shareholder entitled to vote at the meeting. A shareholder may demand a ballot either before or after any vote by show of hands. In case of an equality of votes the chairman of the meeting, where he is a shareholder, shall, both on a show of hands and on a ballot, have a second or casting vote in addition to the vote or votes to which he may be entitled as a shareholder or proxy nominee; otherwise the motion shall fail.

At any meeting, unless a ballot is demanded, a declaration by the chairman of the meeting that a resolution has been carried or carried unanimously or by particular majority or lost or not carried by a particular majority shall be conclusive evidence of the fact without proof of the number or proportion of votes recorded in favour of or against the motion.

In the absence of the Chairman of the Board, a Vice-Chairman, the President and every Vice-President who is a director, the shareholders present entitled to vote shall choose another director as chairman of the meeting and if no director is present or if all the directors present decline to take the chair then the shareholders present shall choose one of their number to be chairman.

If at any meeting a ballot is demanded on the election of a chairman or on the question of adjournment or termination it shall be taken forthwith without adjournment. If a ballot is demanded on any other question or as to the election of directors it shall be taken in such manner and either at once or later at the meeting or after adjournment as the chairman of the meeting directs. The result of a ballot shall be deemed to be the resolution of the meeting at which the ballot was demanded. A demand for a ballot may be withdrawn.

Where a person holds shares as a personal representative, such person or his proxy is the person entitled to vote at all meetings of shareholders in respect of the shares so held by him.

Where a person mortgages or hypothecates his shares, such person or his proxy is the person entitled to vote at all meetings of shareholders in respect of such shares unless, in the instrument creating the mortgage or hypothec, he has expressly empowered the

person holding the mortgage or hypothec to vote in respect of such shares, in which case, subject to the Corporation's articles, such holder or his proxy is the person entitled to vote in respect of the shares.

Where two or more persons hold the same share or shares jointly, anyone of such person present at a meeting of shareholders has the right, in the absence of the other or others, to vote in respect of such share or shares, but if more than one of such persons are present or represented by proxy and vote, they shall vote together as one on the same share or shares jointly held by them.

2014-47. Proxies. A shareholder, including a shareholder that is a body corporate, entitled to vote at a meeting of shareholders, may by means of a proxy appoint a proxy holder or one or more alternate proxy holders, who are not required to be shareholders, to attend and act at the meeting in the manner and to the extent authorized by the proxy and with the authority conferred by the proxy.

An instrument appointing a proxy shall be in writing and shall be executed by the shareholder or his attorney authorized in writing or, if the shareholder is a body corporate, either under its seal or by an officer or attorney thereof, so authorized. A proxy is valid only at the meeting in respect of which it is given or any adjournment thereof.

Unless the Act requires another form, an instrument appointing a proxy holder may be in the following form:-

"The undersigned shareholder of New England NG Supply Limited hereby appoints _____ of _____ or failing him, _____ of _____, as the nominee of the undersigned to attend and act for and on behalf of the undersigned at the meeting of the shareholders of the said Corporation to be held on the _____ day of _____ and at any adjournment thereof to the same extent and with the same power as if the undersigned were personally present at the said meeting or such adjournment thereof.

Dated the _____ day of _____

Signature of Shareholder

NOTE: This form of proxy must be signed by a shareholder or his attorney authorized in writing or, if the shareholder is a body corporate, either under its seal or by an officer or attorney thereof so authorized."

The directors may from time to time make regulations regarding the lodging of instruments appointing a proxy at some place or places other than the place at which a meeting or adjourned meeting of shareholders is held and for particulars of such instruments to be sent by facsimile transmission, cabled or telegraphed to the Corporation before the meeting or adjourned meeting and providing that instruments appointing a proxy so lodged may be voted upon as though the instruments themselves were produced at the meeting or adjourned meeting. Votes given in accordance with such regulations shall be valid and shall be counted. Pending the making of such regulations, the chairman of any meeting of shareholders may in his discretion accept facsimile, telegraphic or cable communication as to the authority of anyone claiming to vote on behalf of and to represent a shareholder notwithstanding that no instrument of proxy conferring such authority has been lodged with the Corporation, and any votes given in accordance with such facsimile, telegraphic or cable communication accepted by the chairman shall be valid and shall be counted.

2014-48. Adjournment. The chairman of the meeting may with the consent of the meeting adjourn any meeting of shareholders from time to time to a fixed time and place. If a meeting of shareholders is adjourned less than sixty (60) days, it is not necessary to give notice of the adjourned meeting other than by announcement at the earliest meeting that is adjourned. If a meeting of shareholders is adjourned by one or more adjournments for an aggregate of sixty (60) days more, notice of the adjourned meeting shall be given as for an original meeting.

Any adjourned meeting shall be duly constituted if held in accordance with the terms of the adjournment and a quorum is present thereat. The persons who formed a quorum at the original meeting are not required to form a quorum at the adjourned meeting. If there is no quorum present at the adjourned meeting, the original meeting shall be deemed to have terminated forthwith after its adjournment. Any business may be brought before or dealt with at any adjourned meeting which might have been brought before or dealt with at the original meeting in accordance with the notice calling same.

2014-49. Quorum. Two (2) persons present and holding or representing by proxy at least one (1) issued share of the Corporation shall be a quorum of any meeting of shareholders for the choice of a chairman of the meeting and for the adjournment of the meeting; for all other purposes a quorum for any meeting (unless a different number of shareholders and/or a different number of shares are required to be represented by the Act or by the articles or by any other by-law) shall be persons present being not less than two (2) in number and holding or representing by proxy a majority of the shares entitled to vote at such meeting. If a quorum is present at the opening of a meeting of the shareholders, the shareholders present may proceed with the business of the meeting, notwithstanding that a quorum is not present throughout the meeting. Where the Corporation has only one shareholder or only one holder of any class or series of shares, the shareholder present in person or by proxy constitutes a meeting.

2014-50. Resolution in lieu of meeting. A resolution in writing signed by all the shareholders or signed counterparts of such resolution by all the shareholders entitled to vote on that resolution at a meeting of shareholders is as valid as if it had been passed at a meeting of the shareholders duly called, constituted and held.

A copy of every such resolution shall be kept with the minutes of the meetings of shareholders.

2014-51. Participation by telephone or other communication facilities. A shareholder or any other person entitled to attend a meeting of shareholders may participate in the meeting by means of telephone or other communication facilities that permit all persons participating in the meeting to hear each other, and a person participating in such a meeting by such means is deemed to be present at such meeting.

SHARES AND TRANSFERS

2014-52. Issuance. Subject to the articles of the Corporation, any unanimous shareholder agreement and to section 27 of the Act, shares in the Corporation may be issued at such time and issued to such persons and subject to the Act for such consideration as the directors may determine. The board of directors from time to time may grant options in respect to subscriptions for shares in the capital stock of the Corporation.

2014-53. Certificates. Share certificates shall be signed by the Chairman, or President and the Secretary or an Assistant Secretary or such other director(s) or officer(s) as the board of directors may from time to time by resolution determine and such certificates shall be signed manually by at least one director or officer of the Corporation or by or on behalf of a registrar, transfer agent or branch transfer agent of the Corporation, and any additional signatures required on a share certificate may be printed or otherwise mechanically reproduced thereon. If a share certificate contains a printed or mechanically reproduced signature of a person, the Corporation may issue the share certificate notwithstanding that the person has ceased to be a director or an officer of the Corporation, and the share certificate is as valid as if he were a director or an officer at the date of issue.

2014-54. Registrar and Transfer Agent. The board of directors may from time to time by resolution appoint or remove one or more registrars and/or branch registrars (which may but need not be the same person) to keep the share register and/or one or more transfer agents and/or branch transfer agents (which may be but need not be the same person) to keep the register of transfers, and (subject to section 48 of the Act) may provide for the registration of issues and the registration of transfers of the shares of the Corporation for the registration of the shares of the Corporation in one or more places and such registrars and/or branch registrars and/or transfer agents and/or branch transfer agents shall keep all necessary books and registers of the Corporation for the registration of the issuance and the registration of transfers of the shares of the Corporation for which they are so appointed. All certificates issued after any such appointment representing shares issued by the Corporation shall be countersigned by or on behalf of one of the said registrars and/or branch registrars and/or transfer agents and/or branch transfer agents, as the case may be.

2014-55. Surrender of Share Certificates. No transfer of a share issued by the Corporation shall be recorded or registered unless or until the certificate representing the share to be transferred has been surrendered and cancelled or, if no certificate has been issued by the Corporation in respect of such share, unless or until a duly executed share transfer power in respect thereof has been presented for registration.

2014-56. Defaced, Destroyed, Stolen or Lost Certificates. If the defacement, destruction or apparent destruction, theft, or other wrongful taking or loss of a share certificate is reported by the owner to the Corporation or to a registrar, branch registrar,

transfer agent or branch transfer agent of the Corporation (hereinafter, in this by-law, called the "Corporation's transfer agent") and such owner gives to the Corporation or the Corporation's transfer agent a written statement verified by oath or statutory declaration as to the defacement, destruction or apparent destruction, theft, or other wrongful taking or loss and the circumstances concerning the same, a request for the issuance of a new certificate to replace the one so defaced, destroyed, wrongfully taken or lost and a bond of a surety company (or other security approved by the board of directors) in such form as is approved by the board of directors or by the Chairman of the Board, the President, a Vice-President, the Secretary or the Treasurer of the Corporation, indemnifying the Corporation (and the Corporation's transfer agent, if any), against all loss, damage or expense, which the Corporation and/or the Corporation's transfer agent may suffer or be liable for by reason of the issuance of a new certificate to such shareholder, a new certificate may be issued in replacement of the one defaced, destroyed or apparently destroyed, stolen or otherwise wrongfully taken or lost, if such issuance is ordered and authorized by any one of the Chairman of the Board, the Chief Executive Officer, the President, or the Secretary of the Corporation or by resolution of the board of directors.

DIVIDENDS

2014-57. Declaration and Payment of Dividends. The directors may from time to time by resolution declare and the Corporation may pay dividends on its issued shares, subject to the provisions (if any) of the Corporation's articles.

The Directors shall not declare and the Corporation shall not pay a dividend if there are reasonable grounds for believing that:-

- (a) the Corporation is, or would after the payment be, unable to pay its liabilities as they become due; or
- (b) the realizable value of the Corporation's assets would thereby be less than the aggregate of its liabilities and stated capital of all classes.

Subject to section 41 of the Act, the Corporation may pay a dividend in money or property or by issuing fully paid shares of the Corporation.

2014-58. Receipt of Dividends by Joint Holders. In case two or more persons are registered as the joint holders of any securities of the Corporation, any one of such persons may give effectual receipts for all dividends and payments on account of dividends, principal, interest and/or redemption payments on redemption of securities (if any) subject to redemption in respect of such securities.

NOTICE

2014-59. Service. Any notice or other document required to be given or sent by the Corporation to any shareholder, director, or auditor of the Corporation shall be delivered personally or sent by prepaid mail or by facsimile transmission, telegram, telex or cablegram addressed to:-

- (a) the shareholder at his latest address as shown on the records of the Corporation or its transfer agent and
- (b) the director at his latest address as shown in the records of the Corporation or in the last notice filed under section 64 or 71 of the Act.

With respect to every notice or other document sent by prepaid mail it shall be sufficient to prove that the envelope or wrapper containing the notice to other document was properly addressed and put into a post office letter box.

If the Corporation sends a notice or document to a shareholder and the notice or document is returned on three consecutive occasions because the shareholder cannot be found, the Corporation is not required to send any further notices or documents to the shareholder until he informs the Corporation in writing of his new address.

2014-60. Shares registered in more than one name. All notices or other documents required to be sent to a shareholder by the Act, the regulations under the Act, the articles or the by-laws of the Corporation shall, with respect to any shares in the capital of the Corporation registered in more than one name, be given to whichever of such persons is named first in the records of the Corporation and any notice or other document so given shall be sufficient notice or deliver of such document to all the holders of such shares.

2014-61. Persons becoming entitled by operation of law. Every person who by operation of law, transfer or by any other means whatsoever shall become entitled to any shares in the capital of the Corporation shall be bound by every notice or other document in respect of such shares which prior to his name and address being entered on the records of the Corporation shall have been duly given to the person or persons from whom he derives his title to such shares.

2014-62. Deceased Shareholder. Any notice or other document delivered or sent by post or left at the address of any shareholder as the same appears in the records of the Corporation shall, notwithstanding that such shareholder be then deceased and whether or not the Corporation has notice of his decease, be deemed to have been duly served in respect to the shares held by such shareholder (whether held solely or with other persons) until some other person be entered in his stead in the records of the Corporation as the holder or one of the holders thereof and such service shall for all purposes be deemed a sufficient service of such notice or other document on his heirs, executors or administrators and all persons (if any) interested with him in such shares.

2014-63. Signatures to Notices. The signature of any director or officer of the Corporation to any notice may be written, stamped, typewritten or printed or partly written, stamped, typewritten or printed.

2014-64. Computation of Time. Where a given number of days notice or notice extending over any period is required to be given under any provisions of the articles or by-laws of the Corporation, the day of service or posting of the notice shall, unless it is otherwise provided, be counted in such number of days or other period and such notice shall be deemed to have been given or sent on the day of service or posting.

2014-65. Proof of Service. A certificate of any officer of the Corporation in office at the time of the making of the certificate or of a transfer officer of any transfer agent or branch transfer agent of shares of any class of the Corporation as to facts in relation to the mailing or delivery or service of any notice or other documents to any shareholder, director, officer or auditor or publication of any notice or other document shall be conclusive evidence thereof and shall be binding on every shareholder, director, officer or auditor of the Corporation, as the case may be.

CHEQUES, DRAFTS, NOTES, ETC.

2014-66. Cheques, Drafts, Notes, Etc. All cheques, drafts or orders for the payment of money and all notes, acceptances and bills of exchange shall be signed by such officer or officers or other person or persons, whether or not officers of the Corporation, and in such manner as the board of directors may from time to time designate.

SHARES AND SECURITIES OF OTHER CORPORATIONS

2014-67. Stock or Bond Trading Transactions. Any two of the Chairman of the Board, the Chief Executive Officer, a Vice-Chairman, the President, a Vice-President, the Secretary and the Treasurer of the Corporation, acting jointly, shall have power for and on behalf of the Corporation, to buy and sell shares in the capital stock, or bonds or debentures of any other corporation or corporations, and shall have full power for and in the name of the Corporation to execute (under the seal of the Corporation or otherwise) and deliver all the documents required by any such other corporation or corporations in connection with the acceptance, assignment, transfer, hypothecation or any other transaction respecting any shares, bonds or debentures standing in the name of the Corporation. Any such acceptance, assignment, transfer, hypothecation or other transaction concerning such shares, bonds or debentures or any directions accompanying same shall be binding on the Corporation if executed as aforesaid or if executed by an attorney or attorneys duly authorized by officers of the Corporation as aforesaid.

2014-68. Custody of Securities. All securities (including warrants) owned by the Corporation shall be lodged (in the name of the Corporation) with a chartered bank or a trust company or in a safety deposit box or in a vault at the principal office of the Corporation or, if so authorized by resolution of the board of directors, with such other depositaries or in such other manner as may be determined from time to time by the board of directors.

All securities (including warrants) belonging to the Corporation may be issued and held in the name of a nominee or nominees of the Corporation (and if issued or held in the names of more than one nominee shall be held in the names of the nominees jointly with right of survivorship) and may be endorsed in blank with endorsement guaranteed in order to enable transfer thereof to be completed and registration thereof to be effected.

2014-69. Voting Securities in Other Bodies Corporate. All securities of any other body corporate carrying voting rights held from time to time by the Corporation may be voted at all meetings of shareholders, bondholders, debenture holders or holders of such securities, as the case may be, of such other body corporate by the Chairman of the Board, the Chief Executive Officer, the President or the Secretary of the Corporation or any one of them or by such other person or persons as the directors of the Corporation shall from time to time determine and authorize by resolution. The duly authorized signing officers of the Corporation may also from time to time execute (under the seal of the Corporation or otherwise) and deliver for and on behalf of the Corporation proxies and/or arrange for the issuance of voting certificates and/or other evidence for the right to vote in such names as they may determine without the necessity of a resolution or other action by the directors.

EXECUTION OF CONTRACTS, ETC.

2014-70. Execution of Contracts, Etc. Contracts, documents or any instruments in writing (except trade contracts made in the ordinary course of business) requiring the signature of the Corporation may be signed by any two of the Chairman of the Board, the Chief Executive Officer, a Vice-Chairman, the President or a director signing jointly or by any one of the Chairman of the Board, the Chief Executive Officer, a Vice-Chairman, the President or a director signing jointly with either the Secretary or the Treasurer and all contracts, documents and instruments in writing so signed shall be binding upon the Corporation without any further authorization or formality. The board of directors shall have the power from time to time by resolution to appoint with or without restrictions, any director, officer, employee or any other person on behalf of the Corporation either to sign contracts, documents and instruments in writing generally or to sign specific contracts, documents or instruments in writing and to fix the Corporation's seal as may be appropriate or required. Where the Corporation has only one director and officer, being the same person, the person may sign all such contracts, documents or other written instruments. For greater certainty the authority to sign contracts, documents and any instruments in writing referred to herein applies to all contracts, documents and instruments made either in the ordinary course of business or not.

The term "contracts, documents or instruments in writing" as used in this by-law shall include agreements of purchase and sale, property conveyances, deeds, mortgages, hypothecs, charges, conveyances, transfers and assignments of property, real or

personal, immoveable or moveable, agreements, releases, receipts and discharges for the payment of money or other obligations, postponements or releases of mortgages or other charges or encumbrances, conveyances, transfers and assignments of shares, warrants, bonds, debentures, or other securities, guarantees and instruments akin to guarantees, and all paper writings.

In particular, without limiting the generality of the foregoing, any two of the Chairman of the Board, the Chief Executive Officer, a Vice-Chairman, the President, or a director signing jointly or by any one of the Chairman of the Board, the Chief Executive Officer, a Vice-Chairman, the President or a director signing jointly with either the Secretary or the Treasurer are hereby authorized to sell, assign, transfer, exchange, convert or convey all shares, bonds, debentures, rights, warrants or other securities owned by or registered in the name of the Corporation and to sign and execute (under the seal of the Corporation or otherwise) all assignments, transfers, conveyances, powers of attorney and other instruments that may be necessary for the purpose of selling, assigning, transferring, exchanging, converting or conveying or enforcing or exercising any voting rights in respect of any such shares, bonds, debentures, rights, warrants, or other securities. Where the Corporation has only one director and officer, being the same person, that person may perform the functions and exercise the powers herein contemplated.

WITHHOLDING INFORMATION FROM SHAREHOLDERS

2014-71. Withholding Information from Shareholders. No shareholder shall be entitled to require discovery of any information respecting any details or conduct of the Corporation business which in the opinion of the board it will be inexpedient in the interests of the shareholders of the Corporation to communicate to the public except as required by statute or authorized by the board of directors or by a resolution of shareholders.

INSPECTION OF ACCOUNTS BY SHAREHOLDERS

2014-72. Inspection of Accounts by Shareholders. The board may from time to time determine whether and to what extent and at what time and place and under what conditions or regulations the accounts and books of the Corporation or any of them shall be open to the inspection of shareholders, and no shareholder shall have any right of inspecting any account or book or document of the Corporation except as conferred by statute or authorized by

the board or by a resolution of the shareholders in a general meeting.

FISCAL YEAR

2014-73. Fiscal Year. The fiscal period of the Corporation shall terminate on such day in each year as the board of directors may from time to time by resolution determine.

BORROWING BY-LAW

2014-74. General Borrowing. The directors may from time to time:-

- (a) borrow money upon the credit of the Corporation;
- (b) limit or increase the amount to be borrowed;
- (c) issue bonds, debentures, debenture stock or other securities of the Corporation and pledge or sell the same for such sums and at such prices as may be deemed expedient;
- (d) hypothecate, mortgage or pledge the real or personal property or both, including book debts and unpaid calls, rights, powers, undertakings and franchises of the Corporation to secure any such bonds, debentures, debenture stock or other securities, and any money borrowed or any other liability of the Corporation.

The directors may from time to time authorize any director or directors, or officer or officers, of the Corporation, to make arrangements with reference to the money borrowed or to be borrowed as aforesaid, and as to the terms and conditions of the loan thereof and as to the securities that be given therefor, with power to vary or modify such arrangements, terms and conditions and to given such additional securities for any moneys borrowed or remaining due by the Corporation as the directors of the Corporation may authorize, and generally to manage, transact and settle the borrowing of money by the Corporation.

2014-75. Bank of Montreal.

1. That the directors of the Corporation be and they are hereby authorized to borrow moneys or obtain other financial assistance from time to time from the Bank of Montreal (the "Bank") (including without limitation through the issuance of bills of

exchange drawn by the Corporation and accepted by the Bank) upon the credit of the Corporation in such amounts as they deem proper and by way of overdraft or otherwise.

2. That any promissory notes, bills of exchange or other negotiable paper (including renewals thereof in whole or in part) signed on behalf of the Corporation by the officer or officers of the Corporation authorized from time to time to sign negotiable instruments on its behalf and granted or accepted by the Bank for moneys borrowed and interest thereon as may be agreed upon or other financial assistance obtained from the Bank shall be binding upon the Corporation.

3. That the directors may from time to time, if they see fit to do so, grant securities by way of mortgage, hypothecation, pledge or otherwise covering all or any of the property and assets of the Corporation present and future as security for all or any moneys borrowed by the Corporation from the Bank or any other liability of the Corporation to the Bank, and any such mortgage, hypothecation, pledge or other security shall be valid and binding upon the Corporation if signed by any of the officers authorized to sign negotiable instruments on the Corporation's behalf.

4. All contracts, deeds, grants, assurances and documents reasonably required by the Bank or its counsel for all or any of the purposes aforesaid shall be executed and carried in to effect by the proper officers of the Corporation (and when necessary the seal of the Corporation shall be affixed thereto.)

5. This By-law when sanctioned by the Shareholders shall be irrevocable until a by-law repealing this by-law shall have been confirmed or sanctioned by the Shareholders and a copy thereof duly certified (under the seal of the Corporation) delivered to the Bank, and meanwhile all the powers and authorities hereby conferred shall continue in force.

2014-76. Canadian Imperial Bank of Commerce

The directors of the Corporation are hereby authorized from time to time:-

- (a) to borrow money upon the credit of the Corporation;
- (b) to limit or increase the amount to be borrowed;

- (c) to issue bonds, debentures, debenture stock or other securities of the Corporation;
- (d) to pledge or sell such bonds, debentures, debenture stock or other securities for such sums, upon such terms, covenants and conditions and at such prices as may be deemed expedient;
- (e) to hypothecate, mortgage or pledge the real or personal property or both, including book debts and unpaid calls, rights powers, undertakings and franchises of the Corporation to secure any such bonds, debentures, debenture stock or other securities, and any money borrowed for the purposes of the Corporation;
- (f) to delegate to such one or more of the officers and directors of the Corporation as may be designated by the directors all or any of the powers conferred by the foregoing clauses of this by-law to such extent and in such manner as the directors shall determine at the time of each such delegation.

2014-77. Royal Bank of Canada.

The directors of the Corporation are hereby authorized from time to time:-

- (a) to borrow money upon the credit of the Corporation in such amounts and on such terms as may be deemed expedient by obtaining loans or advances or by way of overdraft or otherwise;
- (b) to issue or reissue debt obligations of the Corporation;
- (c) to pledge or sell such debt obligations for such sums and at such prices as may be deemed expedient;
- (d) to mortgage, charge, hypothecate, pledge or otherwise create a security interest in all or any property real and personal, immoveable and moveable, undertaking and rights of the Corporation, owned or subsequently acquired, to secure any debt obligations of the Corporation present or future or

any money borrowed or to be borrowed or any debt or liability of the Corporation present or future;

- (e) to delegate to such officer(s), directors(s) or committee of Directors of the Corporation as the Directors may designate all or any of the foregoing powers to such extent and such manner as the Directors may determine.

This by-law shall remain in force and be binding upon the Corporation as regards any party acting on the faith thereof until a copy, certified by the Secretary of the Corporation, of a by-law repealing or replacing this by-law shall have been received by such party.

2014-78. Bank of Nova Scotia

1. The directors may from time to time borrow money from The Bank of Nova Scotia (herein called the "Bank") upon the credit of the Company on cheques, promissory notes, bills of exchange or other instruments, whether negotiable or not, or otherwise in such amounts and subject to such terms as may be considered advisable; and may assign, transfer, convey, hypothecate, mortgage, charge, pledge or make subject to a security interest to or in favour of the Bank any property of the Company, real or personal, moveable or immovable, present or future, including book debts, unpaid calls, rights, powers, undertaking, franchises and the Company's own debentures, as security for the fulfilment of any liabilities or obligations, present or future, of the Company to the Bank and may empower the Bank or any person or persons to sell by public or private sale, assign, transfer or convey from time to time any such property; and may sign, make, draw, accept, endorse, execute and deliver on behalf of and in the name of the Company all such cheques, promissory notes, bills of exchange, drafts, acceptances, orders for the payment of money, warehouse receipts, bills of lading, agreements to give security, assignments, transfers, conveyances, hypothecs, mortgages, pledges, securities and other agreements, documents and instruments, whether negotiable or not, as may be necessary or useful in connection with the borrowing of money by and other banking business of the Company.

2. The directors may authorize any one or more directors or officers of the Company to exercise any of the rights, powers and authorities conferred by this by-law upon the directors.

3. The borrowing of money from the Bank from time to time heretofore under the authority of the directors of the Company and the giving of security therefor are hereby ratified and confirmed.

4. This by-law shall continue in force as between the Company and the Bank until a by-law repealing this by-law shall have been validly passed and confirmed and a copy thereof, duly certified under the seal of the Company, shall have been delivered to the Bank.

2014-79. Creation and Consolidation of Divisions and Business Units. Any one of the Chairman of the Board, the Chief Executive Officer, the President or the Board may cause the business and operations of the Corporation or any part thereof to be divided or to be segregated into one or more divisions or business units upon such basis, including without limitation, character or type of operation, geographical territory, product manufactured or service rendered, as the Chairman of the Board, the Chief Executive Officer, the President or the Board may consider appropriate in each case. The Chairman of the Board, the Chief Executive Officer, the President or the Board may also cause the business and operations of any such division or business unit to be further divided into sub-units and the business and operations of any such divisions, business units or sub-units to be consolidated upon such basis as the Chairman of the Board, the Chief Executive Officer, the President or the Board may consider appropriate in each case.

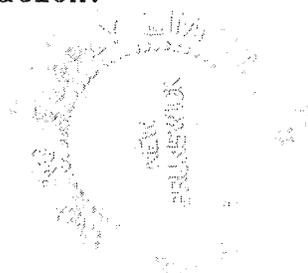
2014-80. Name of Division or Business Unit and Authority. Any division, business unit or sub-units created may be designated by such name and with such divisional officers as the Chairman of the Board, the Chief Executive Officer or the President or the Board may from time to time determine and may transact business, enter into contracts, documents or instruments in writing of any kind and do all acts and conduct all transactions and any other divisional affairs under such name. Any such contracts, documents or instruments in writing in the name of such division, business unit or sub-units shall be binding upon the Corporation when signed in accordance with the by-laws of the Corporation as if it had been entered into or signed in the name of the Corporation. A divisional President, divisional Vice-President, divisional Secretary or divisional Treasurer designated or appointed by the Board shall be considered to be a President, Vice-President, Secretary or Treasurer of the Corporation for purposes of By-Law 2014-70 with respect to contracts, documents or instruments in writing, acts, transactions and other affairs relating to such division.

Enacted by the directors of the Corporation by Action of Directors by Written Resolution dated effective the 31st day of October, 2014.

Witness the corporate seal of the Corporation.

New England NG Supply Limited

Rene A. Drost



Approved, ratified and confirmed by Action of Shareholders by Written Resolution dated effective the 31st day of October, 2014.

Witness the corporate seal of the Corporation.

New England NG Supply Limited

Rene A. Drost

