

PROPANE SUPPLY AGREEMENT

This Agreement is effective as of the date propane services were first provided to the Consumer.

BETWEEN:

BIG WHITE GAS UTILITY LTD.
(formerly R 334 ENTERPRISES LTD.)
P.O. Box 2039, Station "R", Kelowna, British Columbia, V1X 4K5

(the "Company")

AND:

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(the "Consumer")

WHEREAS:

- A. The Company is a corporation whose principal business is the operation and maintenance of an underground propane grid distribution system at the Big White Ski Resort ("Big White"), and the sale of propane gas to various consumers at Big White for the purpose of heating and other related uses;
- B. The Consumer owns and/or operates a commercial, industrial or residential complex or unit at , and requires propane gas for the purpose of heating and other related uses; and
- C. Subject to the terms and conditions of this Propane Supply Agreement (the "Agreement"), the Consumer desires to purchase the propane gas from the Company and the Company desires to sell the propane to the Consumer.

IN CONSIDERATION of the covenants contained in this Agreement, the parties agree as follows:

1. **DEFINITIONS:**

In this Agreement:

- (a) "**Company**" shall mean Big White Gas Utility Ltd. (corporate name changed from R334 Enterprises Ltd. on April 9, 2002) or any agent or representative thereof, as may be appropriate.
- (b) "**Consumer**" shall mean the applicant for gas service, whose signature is attached hereto, or who is otherwise being serviced by the Company.
- (c) "**Consumer Premises**" or "**Premises**" shall mean the premises at the address or location specified in the first page of this Agreement, or such other premises to which the Consumer may move or to which the Company without application or contract supplies gas.
- (d) "**gas**" or "**propane gas**" shall mean propane vapour delivered to the Consumer pursuant to the terms of this Agreement.
- (e) "**Service Line**" shall mean that portion of the pipeline used for the transporting of gas from the Company's main to the sales meter location on the Consumer's Premises.

2. **CONTRACT FOR SERVICE:**

a) **General**

The terms and conditions of this Agreement may be added to, altered or amended by the Company from time to time and shall become binding upon the Consumer upon such addition, alteration, or amendment.

b) **Formation of Contract**

Applications for service shall be made on the execution of this Agreement or any other form as provided by the Company from time to time. This Agreement, when signed by the Consumer and accepted by the duly authorized employee of the Company, shall become the contract for service under which the gas is delivered and purchased. The terms and conditions

contained herein, and as amended from time to time, shall form part of all applications and contracts for service. The Company may, at its option, accept verbal applications for service. A contract shall be deemed to be made hereunder between the Company and the Consumer at such time as service is first provided to the Consumer.

c) **Termination**

Either party may terminate this Agreement by providing notice to the other. Such termination shall be effective on the date specified by the party giving notice or thirty (30) days following notification to the other party, whichever is later. The records of the Company shall be presumptive evidence as to the receipt or issuance of such notice. Without limiting the generality of the foregoing, the Company may terminate the contract for infringement by the Consumer of these terms and conditions or otherwise as provided herein. Termination for any reason shall not affect any right which the Company may have to use the Consumer's land.

d) **Easements & Rights-of-Way**

If the Consumer is not the owner of the Premises or intervening property between the Premises and the Company's mains or Service Lines, the Consumer shall obtain for the Company from the proper owner the necessary consent or easement in writing for the installation and maintenance in the said Premises, and in or about such intervening property, of all necessary facilities for supplying gas. The Company reserves the right of rights-of-way acquisition if deemed desirable.

e) **Assignment**

The contract shall be binding upon, and enure to the benefit of the parties hereto and their respective successors and assigns but shall not be assigned or be assignable by the Consumer without the consent in writing of the Company first being obtained.

f) **Use of Gas**

The Consumer shall not use or permit the use of the gas supplied in any place other than as specified herein, or in any other application form provided by the Company or as provided for in any other contract for service, without the consent of the Company.

g) **Rates and Charges**

The rates and charges to Consumers as outlined in the Rates Schedule and Special Rate Schedule attached hereto, shall be as determined by the Company from time to time, and are subject to variation by the Company, at its sole discretion, at any time.

3. **MEASUREMENT, BILLING AND PAYMENT**

a) **Meters**

The Company shall install on the Premises at the point to be selected by the Company, such meter(s) and regulator(s) as the Company deems necessary, which shall be and remain the property of the Company, and the Consumer shall be required to pay for such meter(s) and regulator(s) in accordance with the schedule of charges as set down in the Special Rate Schedule.

b) **Testing Meters**

In the event that the Consumer applies under the *Gas Inspection Act* for the testing of a meter, and by such testing it is found that the meter is recording within an allowable error of 2%, the Consumer shall forthwith reimburse the Company the amount specified in the Special Rate Schedule of the Company for removal of the meter for the purposes of making the test. If by testing the meter, error is found to be in excess of the allowable two percent (2%), cost of replacement of the meter will be borne by the Company.

c) **Meter Reading**

The meters will be read monthly, bi-monthly, or as the Company may otherwise elect. The Company may at its option require the Consumer to read its own meter and report such reading in the manner specified by the Company. If the Consumer upon request by the Company fails to read the meter and report such reading, the Company shall read the meter and charge the Consumer the special meter reading charge specified in the Special Rates Schedule.

d) **Estimated Readings**

The Company shall have the right, in the event of inability for any cause to read meters, to estimate the consumption and to render bills based upon such estimated consumption.

e) **Billing**

Bills will be rendered monthly or every second month at the option of the Company and the Consumer shall pay rendered accounts within twenty-one (21) days from the date of mailing of bills by the Company. The Company will charge a

penalty as specified in the Special Rates Schedule on all accounts remaining unpaid. The Company's records of the date of mailing or delivery of bills shall be presumptive evidence of the date of rendering.

f) **Guarantee Deposit**

Applicants for the supply of gas may, at the option of the Company, be requested to provide a guarantee of payment in the form of a cash deposit. The amount of such deposit shall not exceed the total of the estimated billings to the Consumer for the three month period of maximum consumption, or 25% of the estimated annual consumption, for new customers. This deposit is security against any outstanding indebtedness of the Consumer, and may, at the Company's discretion, be held by the Company until the Consumer discontinues the use of gas at the Premises and this contract is terminated. The Company may at any time in its discretion apply such deposit or any part thereof against the outstanding indebtedness of the Consumer and any amount so applied shall forthwith be paid to the Company by the Consumer to replenish such deposit. The amount of such deposit is not transferable or assignable.

In the event of termination of the contract between the Company and the Consumer, such deposit plus accred interest determined as provided below, will be refunded to the Consumer after the Company has deducted any outstanding indebtedness then owing by the Consumer.

The Company shall pay interest on guarantee deposits at a rate equivalent to the current savings account interest rate employed by the Company's principal bank in the Company's service area as at the date of payment to the Consumer. Such interest shall be credited annually to the Consumer's billing account in the month of January.

The deposit shall cease to draw interest on either of the date it is returned, or on the date notice is sent to the Consumer's last known address that the deposit is no longer required, or on the date when service is discontinued.

g) **Bank Charges**

If a cheque received from the Consumer for the payment of a propane service account or other billing is returned by the Bank for reason of Not Sufficient Funds (N.S.F.) or reasons other than clerical error, the Consumer will be charged the service charge specified in the Special Rate Schedule in addition to any bank charge arising from the return.

h) **Taxes**

The Consumer agrees to pay any Social Services Tax, Sales Tax, or any other tax which the Company may be lawfully required to collect from the Consumer, which tax may be separately shown on the Consumer's billing report.

4. **SERVICE CONNECTION AND CHARGES**

a) **Authority for Work**

No changes, extensions, replacements, repairs, connections to, or disconnections from the Company's system shall be made except by the Company's authorized employees or by other persons authorized in writing by the Company.

b) **Installation Policy**

Where the Company's gas main is adjacent to the Premises, the Company will install the Service Line from the main to the meter location on the Premises and the Consumer will be required to pay connection charges for that portion of the Service Line between the property line and the meter location in accordance with the schedule of charges as set down in the Special Rate Schedule. The Service Line shall follow the route and reach the Premises at a point of entry which is the most suitable to the Company.

c) **Right of Refusal to Install**

The Company reserves the right not to install a Service Line, if, in the Company's opinion, the projected load is not of an economic nature, and neither acceptance of an application form nor any cash deposit from the Consumer shall be construed as a commitment by the Company to install any Service Line.

d) **Location of Service & Meter**

The Company reserves the right to designate the location of the Service Line, meters and regulators, and to determine the amount of space that must be left unobstructed for the installation, and the Consumer shall provide such location.

e) **Additional Charges**

Where the Consumer requests the Service Line to enter his Premises at a point or follow a route different from those routes chosen by the Company, the Company may charge the consumer for all extra costs incurred in installing the Service Line in accordance with the Consumer's request.

- f) **Additional Service Connections**
The Company may in its discretion charge the Consumer the cost of installing additional service connections should more than one be requested on the same lot.
- g) **Meters Installed Within Premises**
If the meter is to be installed inside the Premises, it will be installed as close as possible to the point where the Service Line enters the Consumer's Premises. Where, in the opinion of the Company, it is impractical or undesirable to install the meter at the closest point to the Service Line entrance, the Consumer will be charged the costs of installing all pipe within the consumer's Premises in excess of the minimum required to install the meter at the closest point to the Service Line entrance. All pipe between the main and the meter remains the property of the Company.
- h) **Access to Property**
The Consumer on behalf of the owner grants the Company full power, right and liberty to enter the Premises whether or not the owner or occupant is in the Premises, to break the surface and make necessary excavations for the purpose of locating, installing, repairing, replacing, maintaining and inspecting all facilities on the said lands. The Company shall do as little damage and cause as little inconvenience as reasonably possible in doing such work.
- i) **Commencement of Use of Gas**
The Consumer agrees to commence using gas on the Premises within three (3) months of the date of installation of the facilities, or failing to so commence using gas, to pay the Company's minimum monthly charge as specified in the Special Rate Schedule until such times as gas is used in the Premises.

5. **BACK-BILLING**

- a) **Definition**
"Back-billing" means the re-billing by the Company for services rendered to the Consumer because the original billings are discovered to be either too high (over-billed) or too low (under-billed). The discovery may be made by either the Consumer or the Company. The cause of the billing error may include any of the following non-exhaustive reasons or combination thereof:
 - i) Stopped meter;
 - ii) Metering equipment failure;
 - iii) Missing meter now found;
 - iv) Switched meters;
 - v) Double metering;
 - vi) Incorrect meter connections;
 - vii) Incorrect use of any prescribed apparatus respecting the registration of a meter;
 - viii) Incorrect meter multiplier;
 - ix) The application of an incorrect rate;
 - x) Incorrect reading of meters or date processing; and
 - xi) Tampering, fraud, theft or any other criminal act.
- b) Where metering or billing errors occur, the consumption and demand will be based upon the records of the Company for the Consumer or the Consumer's own records to the extent they are available and accurate or if not available, reasonable and fair estimates may be made by the Company. Such estimates will be on a consistent basis according to a contract with the Consumer, if applicable.
- c) If there are reasonable grounds to believe that the Consumer has tampered with or otherwise used the Company's service in an unauthorised way, or evidence of fraud, theft or other criminal act exists, then the extent of back-billing will be for the duration of the unauthorised use, subject to the applicable limitation period provided by law, and the provisions of items (f), (g), (h) and (i) below do not apply.
- d) In every case of under-billing or over-billing the cause of the error will be remedied without delay, and the Consumer will be promptly notified of the error and of the effect upon the Consumer's ongoing bill.
- e) In every case of over-billing, the Company will refund to the Consumer all money incorrectly collected for the duration of the error, subject to the applicable limitation period provided by law. Simple interest, computed at the short-term bank loan rate applicable to the Company on a monthly basis, will be paid to the Consumer.
- f) Subject to item (c) above, in every case of under-billing, the Company will back-bill the Consumer for the shorter of:
 - (i) the duration of the error; or

- (ii) one year.
- g) Subject to item (c) above, in all instances of under-billing, the Company will offer the Consumer reasonable terms of repayment. If requested by the Consumer, the repayment term will be equivalent in length to the back-billing period. The repayment will be interest free and in equal instalments corresponding to the normal billing cycle. However, delinquency in payment of such instalments will be subject to the usual late payment charges.
- h) Subject to item (c) above, if a Consumer disputes a portion of a back-billing due to under-billing based upon either consumption, demand or duration of the error, the Company will not threaten or cause the discontinuance of service for the Consumer's failure to pay that portion of the back-billing unless there are no reasonable grounds for the Consumer to dispute that portion of the back-billing. The undisputed portion of the bill shall be paid by the Consumer and the Company may threaten or cause the discontinuance of service if such undisputed portion of the bill is not paid.
- i) Subject to item (c) above, back-billing in all instances where changes of occupancy have occurred, the Company will make a reasonable attempt to locate the former Consumer. If, after a period of one year, such Consumer cannot be located, the over or under billing applicable to them will be cancelled.

6. **EQUIPMENT**

- a) **Ownership of Equipment**
The title to all service pipes, meters, regulators, attachments and equipment placed on the Consumer's Premises shall remain with the Company, with right of removal, and no charge shall be made by the Consumer for use of its Premises occupied thereby. This paragraph shall not apply to appliances or goods sold directly to the Consumer by the Company.
- b) **Protection of Meters and Regulators**
The Company shall maintain meters and regulators, provided that the Consumer shall protect the same and shall be liable for all damage thereto except damage caused by the negligence of the Company and by ordinary wear and tear.
- c) **Maintenance and Service Pipe**
Maintenance of the service pipe and Service Line shall be the responsibility of the Company. The Company shall charge the Consumer with the cost of repairing said service pipe in the event the damage is caused other than by negligence of the Company or ordinary wear and tear. The Consumer undertakes to advise the Company in advance of any excavation work to be conducted on the Premises and shall immediately advise of any damage occurring to the service installation.
- d) **Moving Meters**
The Company may charge the Consumer the amount specified in the Special Rate Schedule for moving a meter from one location to another in the event such moves are made at the request of the Consumer.
- e) **Access to Premises**
The Company shall have free access at all reasonable times to the Premises whether or not the owner or occupant is in the Premises, for the purpose of reading meters, turning gas on or off, stopping leaks, examining pipes, connections and fittings, and the use made of gas by the Consumer, and to test, repair, or remove said meter or regulators. Such right of access shall include excavation and backfill for repair or replacement of pipe. In situations of perceived emergency, the Company may use reasonable force in securing access to its equipment for inspection, disconnection and repair.
- f) **Termination of Service**
In the event the supply of gas is cut off for any reason whatsoever, the Company shall not be obligated to remove said Service Line installed in the Consumer's property. Upon termination of the contract to supply the Consumer, the Company shall effectively seal the service pipe.

7. **DISCONTINUANCE OF SERVICE**

- a) **Requirement of Notice**
If the Consumer desires to discontinue the use of gas or to move from the Premises or in any way to terminate the contract, the Consumer shall notify the Company of such intention. If the Consumer moves from the Premises without giving such notice, the Consumer shall be responsible for all gas registered through the meter and for any loss or damage that may be sustained by the Company and shall remain liable under the contract until such notice is given.
- b) **Reasons for Discontinuance**
The Company reserves the right to discontinue the supply of gas and/or to remove its property from the Consumer's Premises at any time provided proper notice has been provided to the Consumer. Without limiting the generality of the foregoing, the Company reserves the right to discontinue the supply of gas for any of the following reasons:

- i) Due to failure, temporary or permanent, of the availability of gas;
- ii) For necessary repairs on any point on its system;
- iii) For non-payment of any indebtedness when due;
- iv) For failure of the Consumer to pay any guarantee deposit or increase thereof forthwith on demand;
- v) Assignment in bankruptcy or insolvency of the Consumer;
- vi) The use by the Consumer of defective pipe, appliances or gas fittings, or the demand by the Consumer for the supplying of gas in such manner as may be in the Company's opinion likely to lead to a dangerous situation;
- vii) The use of gas contrary to the terms of this Agreement or to any special contract made with the Consumer;
- viii) Misrepresentation by the Consumer in relation to the use of gas or the amount consumed;
- ix) Moving of the Consumer from the Premises;
- x) Inability of the Company to gain admittance to the Premises to read the meter for a period of six (6) consecutive months;
- xi) Termination in any manner of this contract;
- xii) Discontinuance of the use of gas on the Premises;
- xiii) Failure to make proper application for gas service; or
- xiv) In event of fire, flood, explosion or other emergency in order to safeguard persons or property against the possibility of injury or damage.

c) **Reconnect Fees**

On each occasion when gas service is discontinued at the Consumer's request, or as a result of the failure of the Consumer to comply with the terms and conditions of this Agreement, and service is subsequently resumed to the Consumer at the same Premises, the reconnect fee specified in the Special Rate Schedule will be charged. In the event that the meter and regulator are removed and replaced on the same Premises within one (1) year of removal, the Company will charge a fee for resetting the meter and regulator as specified in the Special Rate Schedule. Until such charges together with any other indebtedness by the Consumer to the Company are paid, the Company may, at its discretion, refuse to connect the service or to supply gas.

8. **OTHER CHARGES OR PAYMENTS**

a) **Gratuities**

Employees of the Company are expressly forbidden to solicit or accept any gratuities.

b) **Services Provided at no Charge**

The Company shall provide the following services at no additional cost to the Consumer:

- i) Locate mains or Service Lines to prevent damage to underground facilities;
- ii) Respond to gas odour, leak, fume and no-heat calls, provided the Consumer has made repairs or performed any maintenance which the Company advised was required during a previous response or inspection;
- iii) Any service which in the Company's opinion is required to ensure public and Company safety and the Maintenance of Company equipment, but not including any parts or labour used to repair Consumer's equipment.

c) **Appliance Sales and Installation**

- (i) The Company may promote the sale of gas appliances by way of advertising, promotion, financing or other incentives.
- (ii) The Company may sell and install gas appliances on a cash or finance plan basis and make reasonable charges for these services. Labour and material shall be in accordance with the Special Rate Schedule.
- (iii) The Company may rent gas appliances to its Customers and make reasonable charges for this service.

d) **Customer Service Charges**

Where the Company is requested to provide service beyond the basic service requirements, labour and material shall be charged in accordance with the Special Rate Schedule.

9. **RESPONSIBILITY OF PARTIES**

a) **Transfer of Risk, Title and Possession**

The Company shall be deemed to own and control all gas to be delivered hereunder and shall have the risk thereof until it shall have been delivered to the Consumer at the property line of the Premises, after which the Consumer shall be deemed to own and be in control and possession of the gas and have the risk with respect to the utilization or presence of the gas.

b) **Damages to Service Line**

It is understood and agreed that it is the responsibility of the Consumer to know the location of the pipe on the Consumer's property. The Consumer shall be responsible for all damage to the pipe upon the Premises and agrees to notify the Company immediately of any damage occurring thereto. The cost of the repairs to such pipe shall be paid by the Consumer.

c) **Force Majeure**

Notwithstanding any other term of condition contained herein, neither party shall be liable to the other for failure to carry out its obligations hereunder when such failure is caused by force majeure as hereinafter defined. The term "force majeure" means civil disturbances, industrial disturbances (including strikes and lockouts), arrests and restraints of rulers or people, interruptions by government or court orders, present or future valid orders of any regulatory body having proper jurisdiction, acts of the public enemy, wars, riots, blockades, insurrections, failure or inability to secure materials, permits or labours by reason of priority regulations or orders of government, serious epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, explosions, breakage or accident to machinery or lines of pipes or pipelines, temporary failure of gas supply, an act or omission (including failure to deliver gas) of a supply of gas to the Seller, or any other causes or circumstances to the extent that such cause or circumstance was beyond the control of and occurred without negligence on the part of the party prevented from carrying out its obligations by the act of force majeure.

Any causes or contingencies which entitle a party to claim force majeure shall not relieve it from liability in the event of its concurring negligence, or in the event of its failure to use due diligence to remedy the situation or remove the cause in an adequate manner and with all reasonable dispatch, nor shall such causes and contingencies affecting the performances of the obligations hereunder relieve either party from the obligations to make payments of amounts then due or thereafter accruing due hereunder. It is understood and agreed that the settlement of strikes or lockouts shall be entirely within the discretion of the party affected.

d) **Waste of Gas**

The Consumer shall use due care to prevent any waste of gas and will immediately notify the Company in case of failure or deficiency of supply or leakage of gas.

10. **INDEMNITY**

a) The Consumer does hereby release and absolve the Company from any and all liability for damage caused to the Consumer or its Premises as a result of any disconnection and/or termination of gas delivery pursuant to the terms of this Agreement and does further indemnify and save harmless the Company against any and all claims for any damage whatsoever caused to third parties or the property of third parties by the Company which result from such disconnection and/or termination of gas delivery, irrespective of whether such damage is caused by the Consumer, its employees, designated dealers, or agents. Without limiting the generality of the foregoing, the Consumer agrees that such release, absolution and indemnity shall include damage caused by failure or inability of any domestic or commercial appliances, heating system, or equipment to function as the result of such disconnection and/or termination.

b) The Consumer acknowledges that there are hazards associated with the storage and use of propane gas, and the presence and/or use of the propane gas delivery equipment, that it understands such hazards, and that it is the responsibility of the Consumer to warn and protect its employees and its clients who may be exposed to such hazards. The Consumer assumes all risks and liability for loss, damage or injury to persons or its Premises or others, arising out of the delivery, presence or use of the gas, or the presence or use of the equipment used to deliver the gas to the Consumer provided that the Company shall be responsible for loss, damage or injury arising out of negligent acts or omissions of the Company or its employees or servants.

11. **MISCELLANEOUS PROVISIONS**

a) All waivers between Parties shall be in writing. No waiver by the Consumer or the Company of any default by the other under this Agreement shall operate as a waiver of a future default whether of a like or different character.

b) The Parties shall do all further acts and execute and deliver all further deeds and documents as shall be reasonably required in order to fully perform and carry out the terms of this Agreement.

- c) In the event that any one or more terms, conditions or provisions are found to be void or unenforceable for any reason the terms, conditions and provisions shall be considered, at the time, to be deleted from this Agreement and this Agreement shall continue in full force and effect as if the terms, conditions and provisions were never part of this Agreement.
- d) This Agreement shall be interpreted and construed in accordance with the laws of British Columbia and the parties submit to the jurisdiction of the courts of British Columbia.

IN WITNESS WHEREOF the parties have executed this Agreement to be effective as of the date that propane services were first supplied to the Consumer.

BIG WHITE GAS UTILITY LTD.
(formerly R 334 Enterprises Ltd.)
by its authorized signatory:

Per: _____
 Authorized Signatory

by its authorized signatory:

Per: _____
 Authorized Signatory

OR

SIGNED, SEALED & DELIVERED
in the presence of:

 Signature

 Print Name

 Address

 Occupation



RATE SCHEDULE

- Availability:** For commercial, residential, and industrial purposes.
- Applicable:** In the Big White Ski Resort Area.
- Rate:** The propane price and/or rate charged to the Consumer for each litre of propane consumed shall be based on a variable-market rate. This rate shall be calculated and determined on a monthly basis by adding \$0.12 to the weighted monthly average of the Canadian Propane Wholesale Market Rate charged to the Company by ICG Propane Inc. The average monthly rate shall be published on the Consumer's invoice.
- Minimum Charges:** (See Special Rate Schedule)
- Special Conditions:** Service to the Consumer is provided pursuant to the terms and conditions of the Agreement between and the Consumer to which this schedule (or any amended schedule) shall be attached and incorporated therein.
- Schedule Subject To Variation:** The rates and charges to the Consumer as outlined herein shall be as determined by the Company from time to time, at its sole discretion, and are subject to variation by the Company at any time.

SPECIAL RATE SCHEDULE

Special Charges: Without limitation, any other charges not contemplated herein may be charged to the Consumer for services requested and/or performed on behalf of the Consumer or in connection with the supply of propane services to the Consumer's Premises.

Meters and Regulators: Cost plus 10%

Testing Meters: The fee charged by the Company for the removal of any meter for the purpose of testing the same pursuant to the *Gas Inspection Act*:
Cost plus 10% (if within an allowable error of 2%)

Meter Reading: Special meter reading charge: \$ 25.00

Billing Penalty: Penalty charged on unpaid accounts: 24% annual interest (2% per month)

Installation Policy: Connection fees for that portion of the Service Line between the property line and the meter setting:
Cost plus 10%

Minimum Monthly Charge: Minimum monthly charge: Commercial \$45.00
Residential \$10.00

Moving Meters: Charge for moving meter at request of Consumer: Cost plus 10%

Reconnect Fees: Reconnection fees: \$300.00

Fee for resetting meter and regulator: Cost plus 10%

Customer Service Charges:
Labour: Cost plus 15%

Material charges: Cost plus 10%

N.S.F Charges:
Returned cheques subject to N.S.F charge in addition to any bank charge to the Company: \$50.00 plus bank charges

Special Conditions:
Service to the Consumer is provided pursuant to the terms and conditions of the Agreement between Big White Gas Utility Ltd. and the Consumer to which this schedule (or any amended schedule) shall be attached and incorporated therein.

Schedule Subject to Variation:
The rates and charges to the Consumer outlined herein shall be as determined by the Company from time to time, at its sole discretion, and are subject to variation by the Company at any time.