

**ORIGINAL
FILE COPY**

961477

GAS PURCHASE AGREEMENT

between

NORTH CANADIAN MARKETING CORPORATION (Buyer)

and

ARCO NATURAL GAS MARKETING, INC. (Seller)

October 30, 1992

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| 17.01 | [REDACTED] | 30 |
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| 19.01 | [REDACTED] | 34 |
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| 20.04 | [REDACTED] | 42 |

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| 21.02 | [REDACTED] | 45 |

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| | | |
|-------|------------|----|
| 22.01 | [REDACTED] | 46 |
| 22.02 | [REDACTED] | 46 |
| 22.03 | [REDACTED] | 46 |
| 22.04 | [REDACTED] | 47 |
| 22.05 | [REDACTED] | 47 |

ARTICLE XXIII MISCELLANEOUS

| | | |
|-------|------------|----|
| 23.01 | [REDACTED] | 47 |
| 23.02 | [REDACTED] | 47 |
| 23.03 | [REDACTED] | 48 |
| 23.04 | [REDACTED] | 48 |
| 23.05 | [REDACTED] | 48 |
| 23.06 | [REDACTED] | 49 |
| 23.07 | [REDACTED] | 49 |
| 23.08 | [REDACTED] | 50 |
| 23.09 | [REDACTED] | 50 |
| 23.10 | [REDACTED] | 50 |
| 23.11 | [REDACTED] | 50 |
| 22.12 | [REDACTED] | 50 |
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| Exhibit "A" | - | [REDACTED] |
| Exhibit "B" | - | [REDACTED] |
| Exhibit "C" | - | [REDACTED] |
| Exhibit "D" | - | [REDACTED] |
| Exhibit "E" | - | [REDACTED] |
| Exhibit "F" | - | [REDACTED] |

GAS PURCHASE AGREEMENT

[REDACTED]

W I T N E S S E T H :

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

ARTICLE I
DEFINITIONS

1.01

[REDACTED]

(a) [REDACTED]

(b) [REDACTED]

(c) [REDACTED]

(d) [REDACTED]

- (e) [REDACTED]
- (f) [REDACTED]
- (g) [REDACTED]
- (h) [REDACTED]
- (i) [REDACTED]
- (j) [REDACTED]
- (k) [REDACTED]
- (l) [REDACTED]
- (m) [REDACTED]
- (n) [REDACTED]
- (o) [REDACTED]
- (p) [REDACTED]
- (q) [REDACTED]
- (r) [REDACTED]
- (s) [REDACTED]
- (t) [REDACTED]
- (u) [REDACTED]

(v) [REDACTED]

(w) [REDACTED]

(x) [REDACTED]

(y) [REDACTED]

(z) [REDACTED]

(aa) [REDACTED]

(ab) [REDACTED]

(ac) [REDACTED]

(ad) [REDACTED]

(ae) [REDACTED]

(af) [REDACTED]

(ag) [REDACTED]

(ah) [REDACTED]

(ai) [REDACTED]

(aj) [REDACTED]

(ak) [REDACTED]

(al) [REDACTED]

(am) [REDACTED]

(an) [REDACTED]

(ao) [REDACTED]

(ap) [REDACTED]

(aq) [REDACTED]

(ar) [REDACTED]

(as) [REDACTED]

(at) [REDACTED]

(au) [REDACTED]

(av) [REDACTED]

(aw)

[REDACTED]

ARTICLE II
CONDITION TO OBLIGATIONS

2.01

[REDACTED]

ARTICLE III
TERM

3.01

[REDACTED]

3.02

3.03

(a)

(b)

(c)

ARTICLE IV
QUANTITY

4.01

(a)

[REDACTED]

(i) [REDACTED]

(ii) [REDACTED]

(b) [REDACTED]

4.02 [REDACTED]

(a) [REDACTED]

(i) [REDACTED]

(ii)

[REDACTED]

(b)

[REDACTED]

(c)

[REDACTED]

(d)

[REDACTED]

(i)

[REDACTED]

(ii)

[REDACTED]

4.03

[REDACTED]

(a) [REDACTED]

(b) [REDACTED]

(c) [REDACTED]

(d) [REDACTED]

[REDACTED]

[REDACTED]

4.04

[REDACTED]

(a)

[REDACTED]

(b)

[REDACTED]

[REDACTED]

4.05(a)

[REDACTED]

(i)

[REDACTED]

(ii)

[REDACTED]

[REDACTED]

(b)

[REDACTED]

**ARTICLE V
DELIVERY**

5.01

[REDACTED]

(a)

[REDACTED]

(b)

[REDACTED]

[REDACTED]

5.02

[REDACTED]

(a)

[REDACTED]

(b)

[REDACTED]

[REDACTED]

5.03



5.04



ARTICLE VI
QUALITY AND PRESSURE

6.01



ARTICLE VII
MEASUREMENT AND TESTS

7.01



7.02



[REDACTED]

**ARTICLE VIII
GAS INVENTORY CHARGE**

8.01

[REDACTED]

(a)

[REDACTED]

(i)

[REDACTED]

(ii)

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

(b)

[REDACTED]

[REDACTED]

ARTICLE IX
GAS SUPPLY AND TRANSPORTATION SERVICE ARRANGEMENTS

9.01

[REDACTED]

(a)

[REDACTED]

(b)

[REDACTED]

[REDACTED]

(c)

[REDACTED]

9.02

(a)

[REDACTED]

(b)

[REDACTED]

[REDACTED]

(c)

[REDACTED]

[REDACTED]

9.03

(a)

(b)

[REDACTED]

[REDACTED]

(c)

**ARTICLE X
PRICE**

10.01

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

10.02

[REDACTED]

10.03

[REDACTED]

10.04

[REDACTED]

[REDACTED]

(a)

[REDACTED]

(b)

[REDACTED]

[REDACTED]

ARTICLE XI
BILLINGS AND PAYMENTS

11.01

[REDACTED]

11.02

[REDACTED]

[REDACTED]

11.03

[REDACTED]

11.04

[REDACTED]

11.05

[REDACTED]

11.06

[REDACTED]

11.07

[REDACTED]

[REDACTED]

11.08

[REDACTED]

[REDACTED]

11.19

[REDACTED]

[REDACTED]

[REDACTED]



ARTICLE XII
MAINTENANCE OF AUTHORISATIONS AND CONTRACTS

12.01



ARTICLE XIII
GAS SALES TO THIRD PARTIES

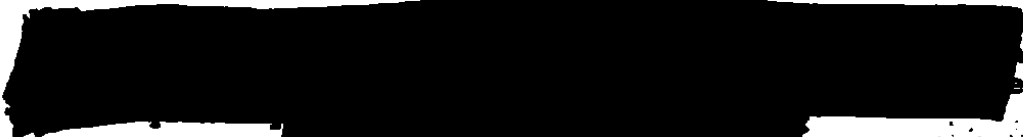
13.01



(a)



(b)



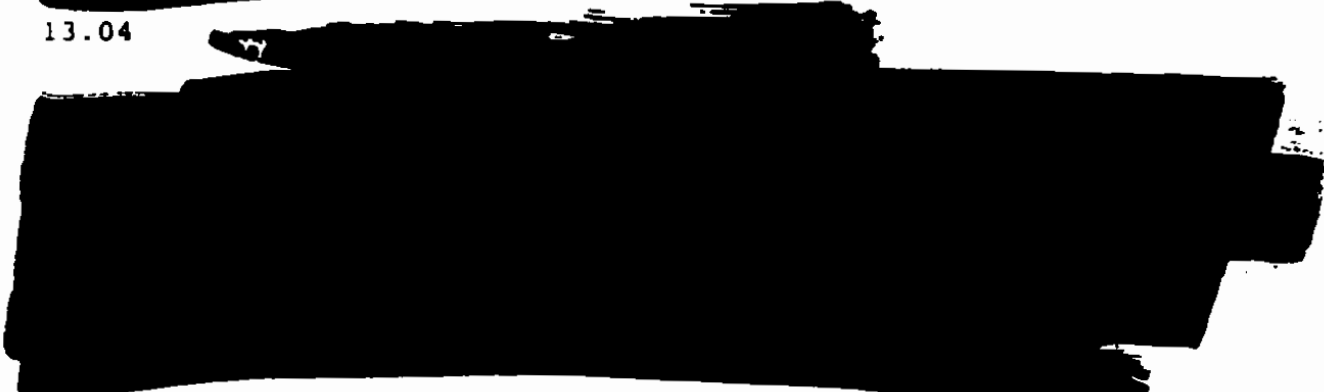
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13.03

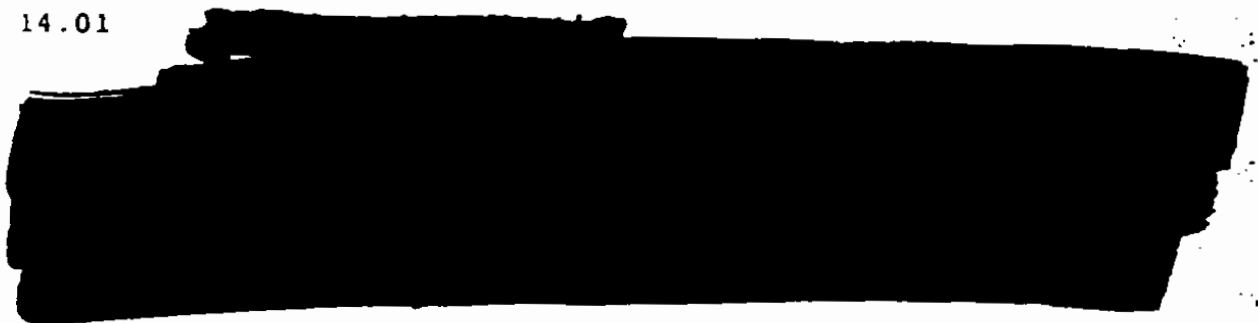


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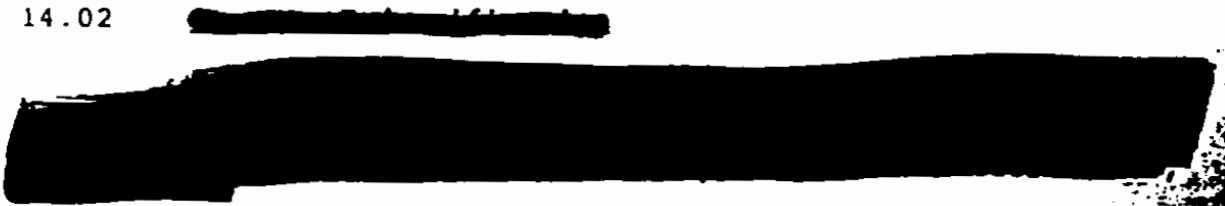


ARTICLE XIV
INDEMNIFICATION AND TAXES

14.01



14.02



[REDACTED]

14.03

[REDACTED]

[REDACTED]

ARTICLE XV
WARRANTY OF TITLE AND INDEMNIFICATION

15.01

[REDACTED]

(a)

[REDACTED]

(b)

[REDACTED]

(c)

[REDACTED]

15.02

(a)

(b)

(c)

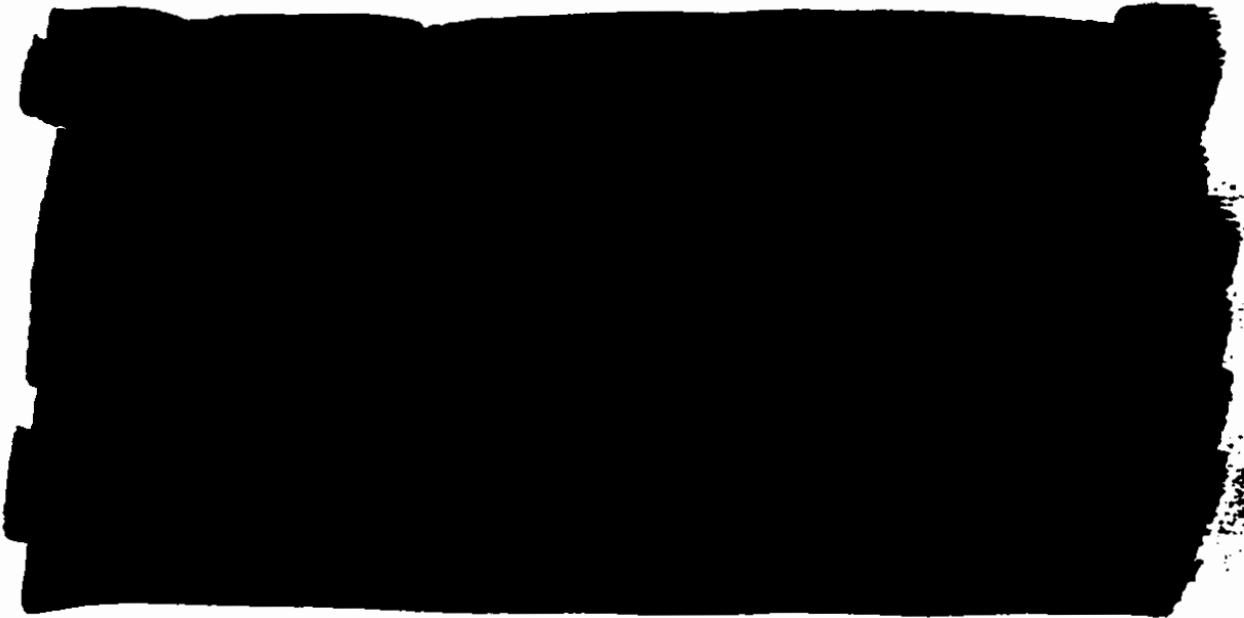
15.03

15.04

15.05

**ARTICLE XVI
RIGHT TO AUDIT**

16.01



16.02



16.03



16.04



16.05



[REDACTED]

16.06

[REDACTED]

(a)

[REDACTED]

(b)

[REDACTED]

(c)

[REDACTED]

(i)

[REDACTED]

(ii)

[REDACTED]

(d)

[REDACTED]



ARTICLE XVII
DELIVERY OR TAKE FAILURE

17.01



(a)

(1)

(A)

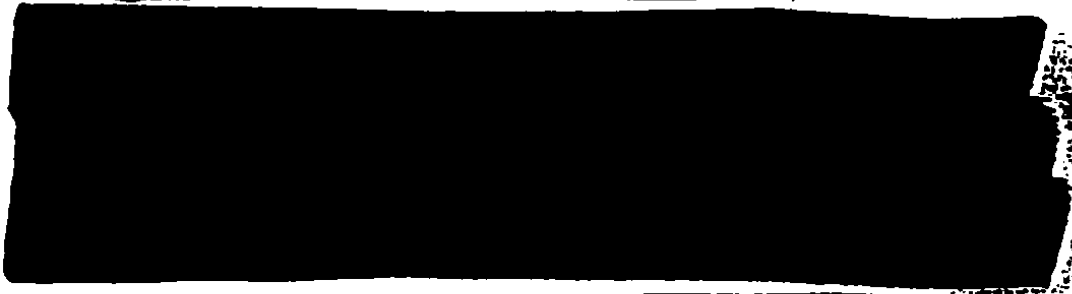


(B)

(ii)



(b)



(c)



(d)

[REDACTED]

(e)

[REDACTED]

(i)

[REDACTED]

(ii)

[REDACTED]

17.02

(a)

[REDACTED]

(b)

[REDACTED]

(c)

[REDACTED]

[REDACTED]

17.03

(a)

[REDACTED]

(b)

[REDACTED]

(c)

[REDACTED]

[REDACTED]

17.04

[REDACTED]

17.05

[REDACTED]

(a)

[REDACTED]

(b)

[REDACTED]

[REDACTED]

ARTICLE XVIII
GUARANTEE

18.01

[REDACTED]

18.02

[REDACTED]

ARTICLE XIX
FORCE MAJEURE

19.01

[REDACTED]

19.02

[REDACTED]

(a)

[REDACTED]

(b)

[REDACTED]

(c)

[REDACTED]

(d)

[REDACTED]

(e)

[REDACTED]

(f)

[REDACTED]

(g)

[REDACTED]

[REDACTED]

[REDACTED]

19.03

[REDACTED]

19.04

[REDACTED]

(a)

(b)

[REDACTED]

(c) [REDACTED]

(d) [REDACTED]

(e) [REDACTED]

19.05

(a) [REDACTED]

(i) [REDACTED]

(ii) [REDACTED]

[REDACTED]

(iii)

[REDACTED]

(L)

[REDACTED]

(i)

[REDACTED]

(ii)

[REDACTED]

(c)

[REDACTED]

[REDACTED]

(i)

[REDACTED]

(ii)

[REDACTED]

[REDACTED]

(d)

[REDACTED]

19.06

[REDACTED]

[REDACTED]

19.12

[REDACTED]

**ARTICLE XX
ARBITRATION PROCEDURE**

20.01

[REDACTED]

20.02(a)

[REDACTED]

(b)

[REDACTED]

(c)

[REDACTED]

(d)

[REDACTED]

[REDACTED]

(e) [REDACTED]

(f) [REDACTED]

(g) [REDACTED]

(h) [REDACTED]

(i) [REDACTED]

(j) [REDACTED]

(i) [REDACTED]

(ii)

[REDACTED]

(iii)

[REDACTED]

(iv)

[REDACTED]

[REDACTED]

20.03

[REDACTED]

20.04(a)

[REDACTED]



[REDACTED]

(b) [REDACTED]

(i) [REDACTED]

(ii) [REDACTED]

(c) [REDACTED]

(d) [REDACTED]

(e) [REDACTED]

(f) [REDACTED]

(g) [REDACTED]

(h) [REDACTED]

**ARTICLE XXI
COMMUNICATIONS**

21.01 [REDACTED]

(a) [REDACTED]

(b) [REDACTED]

[REDACTED]

(c)

[REDACTED]

(d)

[REDACTED]

21.02

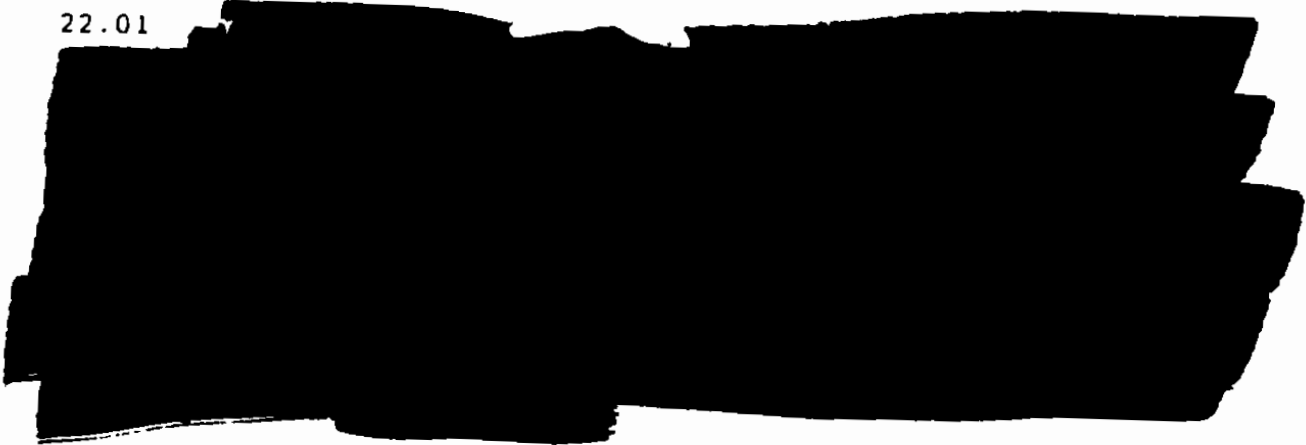
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[REDACTED]



ARTICLE XXII
BALANCING OF DELIVERIES

22.01



22.02



22.03



[REDACTED]

22.04

[REDACTED]

22.05

[REDACTED]

**ARTICLE XXIII
MISCELLANEOUS**

23.01

[REDACTED]

23.02

(a)

[REDACTED]

(b)

[REDACTED]

[REDACTED]

(c)

[REDACTED]

(d)

[REDACTED]

23.03

[REDACTED]

23.04

[REDACTED]

23.05

[REDACTED]

23.06

[REDACTED]

23.07

(a)

[REDACTED]

(i)

[REDACTED]

(ii)

[REDACTED]

(b)

[REDACTED]

(c)

[REDACTED]

[REDACTED]

(d)

[REDACTED]

23.08

[REDACTED]

23.09

[REDACTED]

23.10

[REDACTED]

23.11

[REDACTED]

23.12

[REDACTED]

23.13

[REDACTED]

23.14

[REDACTED]



ARCO NATURAL GAS
MARKETING, INC.

NORTH CANADIAN MARKETING
CORPORATION

By: *Mark L. Hazelwood*

By: *D. Garry Ramsden-Wood*

Name: Mark L. Hazelwood

Name: D. Garry Ramsden-Wood

Title: Vice Chairman

Title: President and C.O.O.

By: _____

By: *Robert F. Spragins*

Name: _____

Name: Robert F. Spragins

Title: _____

Title: Vice President, Supply Develop



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

GUARANTEE

[REDACTED]

ARTICLE I
INTERPRETATION

1.01 [REDACTED]

(a)

[REDACTED]

(b)

[REDACTED]

(c)

[REDACTED]

(d)

[REDACTED]

(a)

[REDACTED]

(b)

[REDACTED]

(c)

[REDACTED]

(d)

[REDACTED]

(e)

[REDACTED]

(f)

[REDACTED]

(g)

[REDACTED]

(e)

[REDACTED]

(f)

1.02

1.03

1.04

**ARTICLE II
GUARANTEE**

2.01

2.02

(a)

(b)

(c)

(d)

(e)

(f)

(g)

[REDACTED]

(h)

[REDACTED]

(i)

[REDACTED]

(j)

[REDACTED]

2.03

[REDACTED]

2.04

[REDACTED]

2.05

[REDACTED]

[REDACTED]

ARTICLE III
DEMAND

3.01

[REDACTED]

ARTICLE IV
TERM: REINSTATEMENT

4.01

[REDACTED]

(a)

[REDACTED]

(b)

[REDACTED]

**ARTICLE V
REPRESENTATIONS**

5.01

[REDACTED]

(a)

[REDACTED]

(b)

[REDACTED]

(c)

[REDACTED]

(d)

[REDACTED]

(e)

[REDACTED]

(f)

[REDACTED]

5.02

[REDACTED]

ARTICLE VI
MISCELLANEOUS

6.01

A large rectangular area of the document is completely blacked out, obscuring the text under section 6.01.

6.02

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6.03

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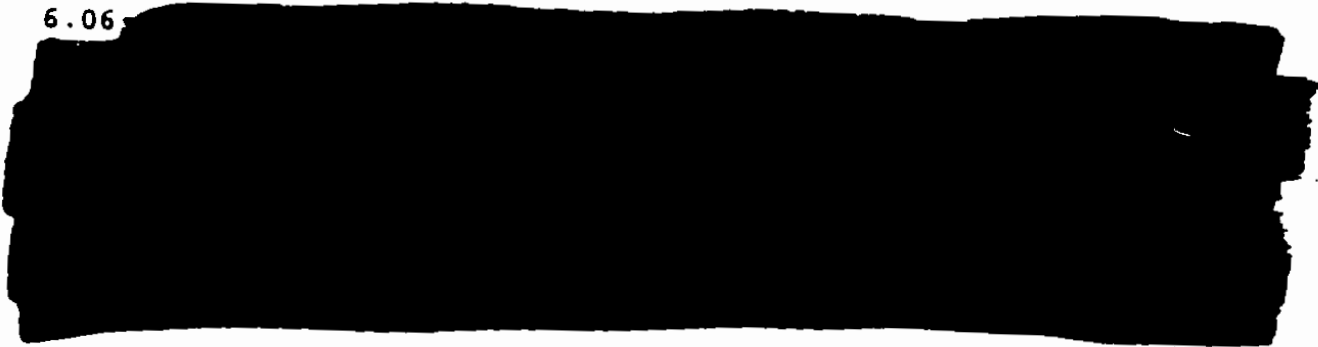
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6.05

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6.06



6.07



6.08



6.09



ATLANTIC RICHFIELD COMPANY

Per: _____

Per: _____

**NORTH CANADIAN MARKETING
CORPORATION**

Per: _____

Per: _____



CONSENT TO ASSIGNMENT

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

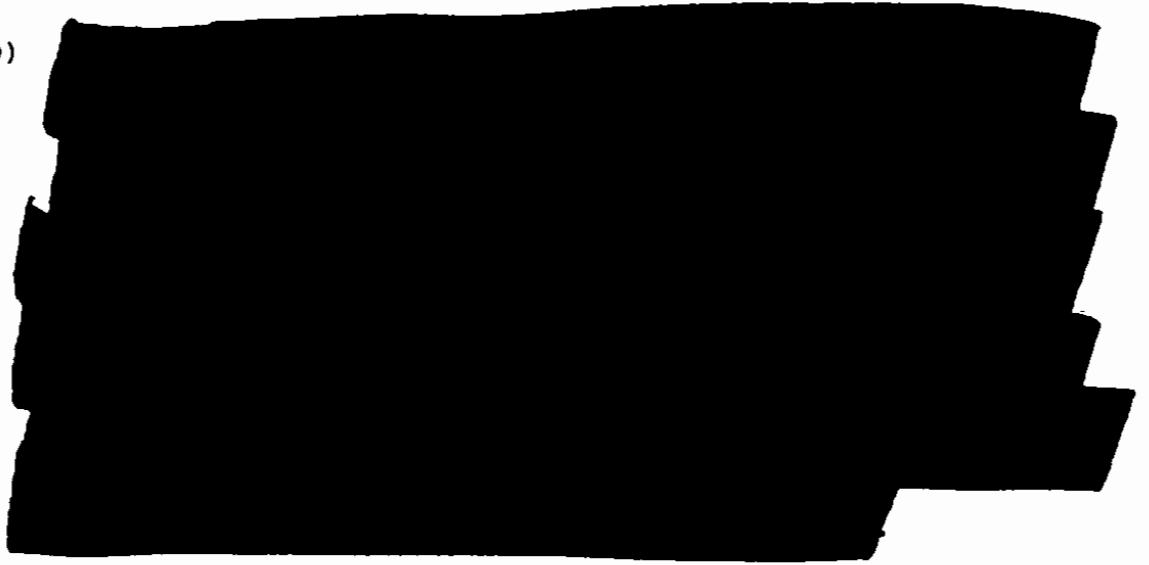
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[REDACTED]

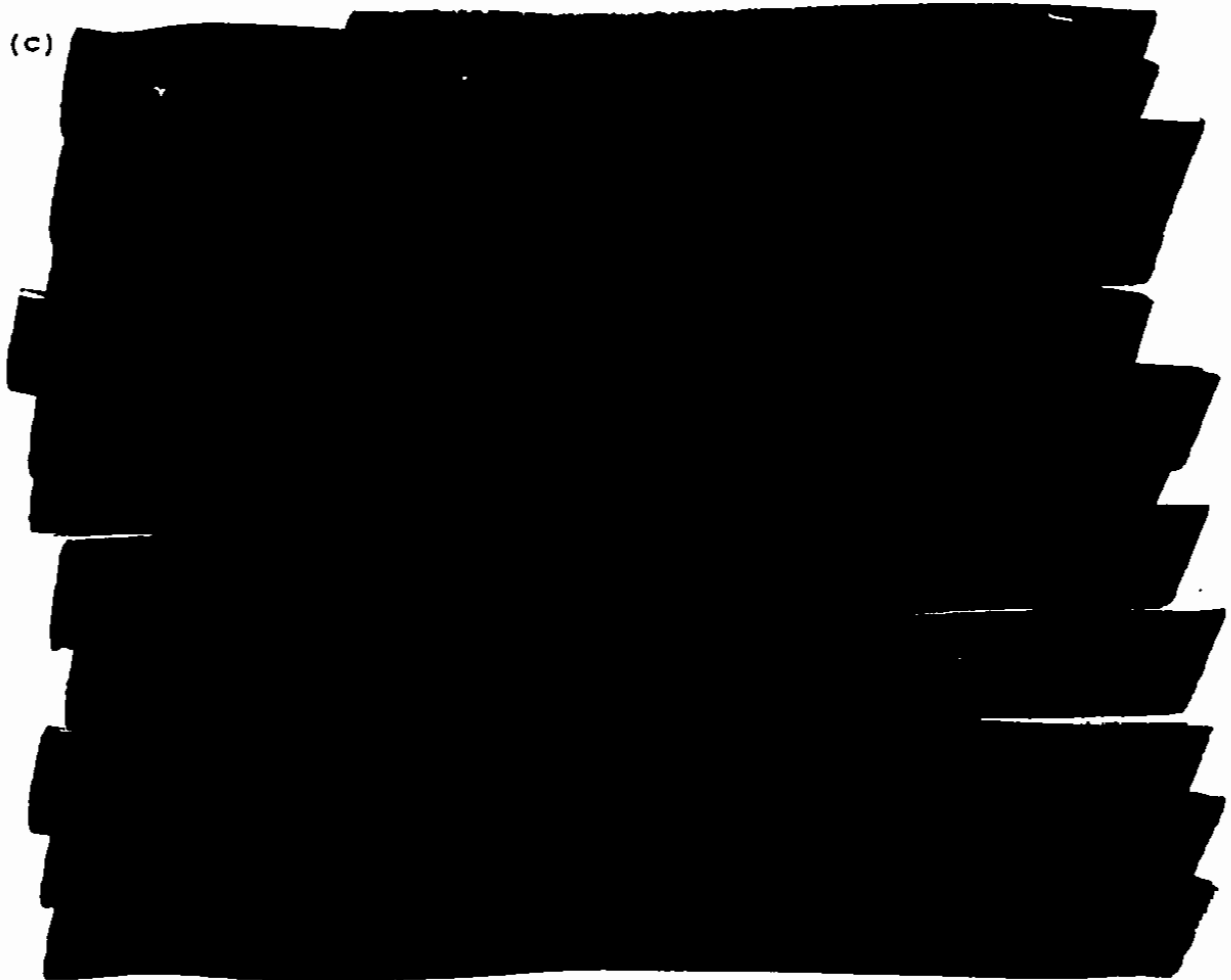
(a)

[REDACTED]

(b)



(c)



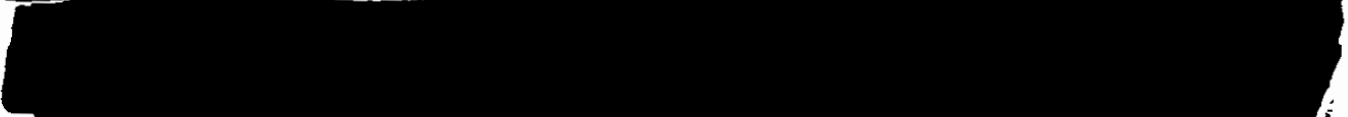
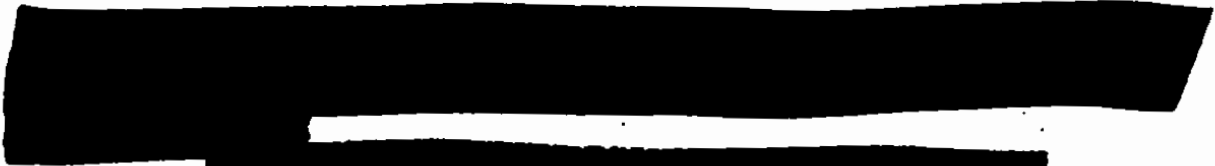


n/r/com-ssgn





GUARANTEE



ARTICLE I
INTERPRETATION

1.01



(a) [REDACTED]

(b) [REDACTED]

(c) [REDACTED]

(d) [REDACTED]

(i) [REDACTED]

(ii) [REDACTED]

(A) [REDACTED]

(B) [REDACTED]

(C) [REDACTED]

(iii) [REDACTED]

(iv)



(v)

(v-)

(vii)

(viii)

(e)

(f)

(g)

1.02

1.03

[REDACTED]

1.04

[REDACTED]

**ARTICLE II
GUARANTEE**

2.01

[REDACTED]

2.02

[REDACTED]

(a)

(b)

(c)

(d)

(e)

(f)

(g)

(h)

P

[REDACTED]

(i)

[REDACTED]

(j)

[REDACTED]

[REDACTED]

[REDACTED]

2.04

[REDACTED]

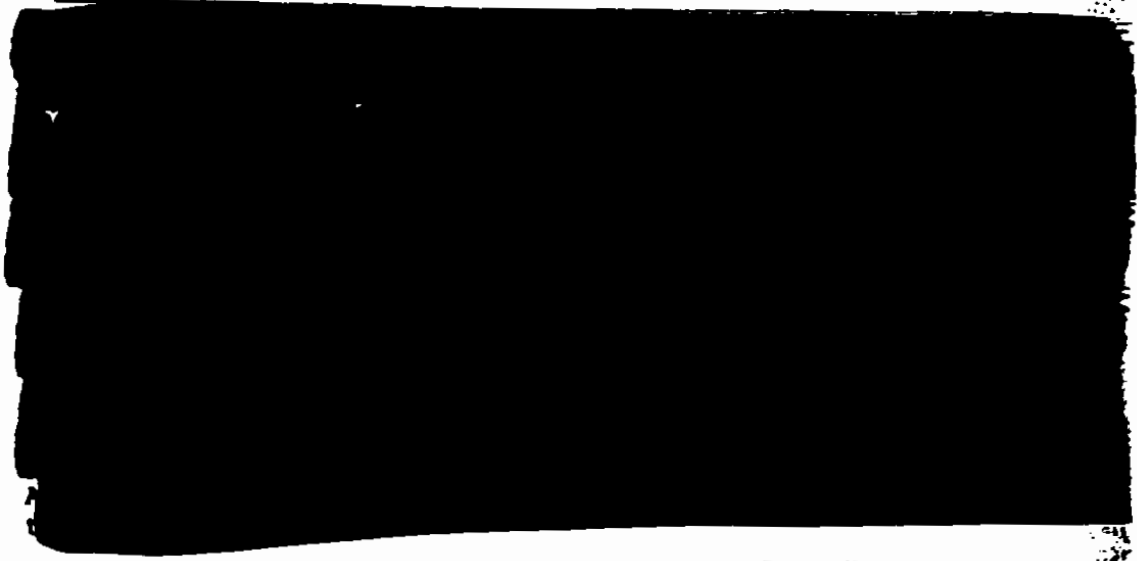
2.05(a)

[REDACTED]

(b)



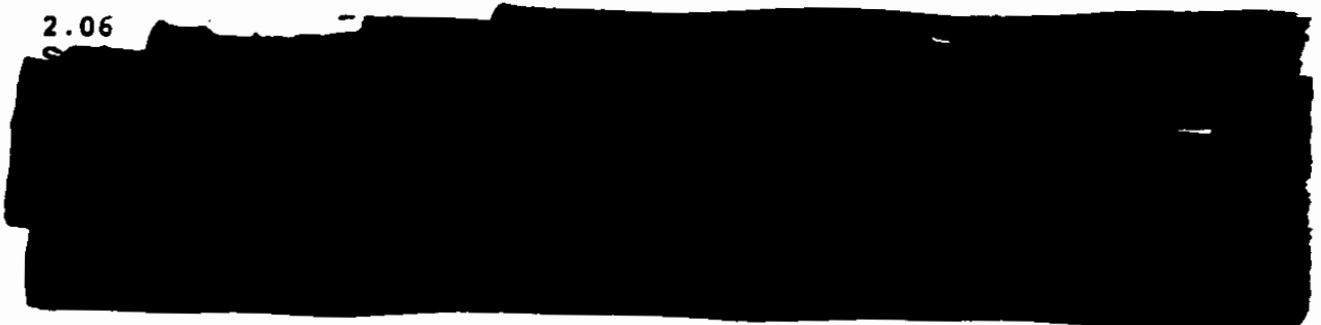
(c)

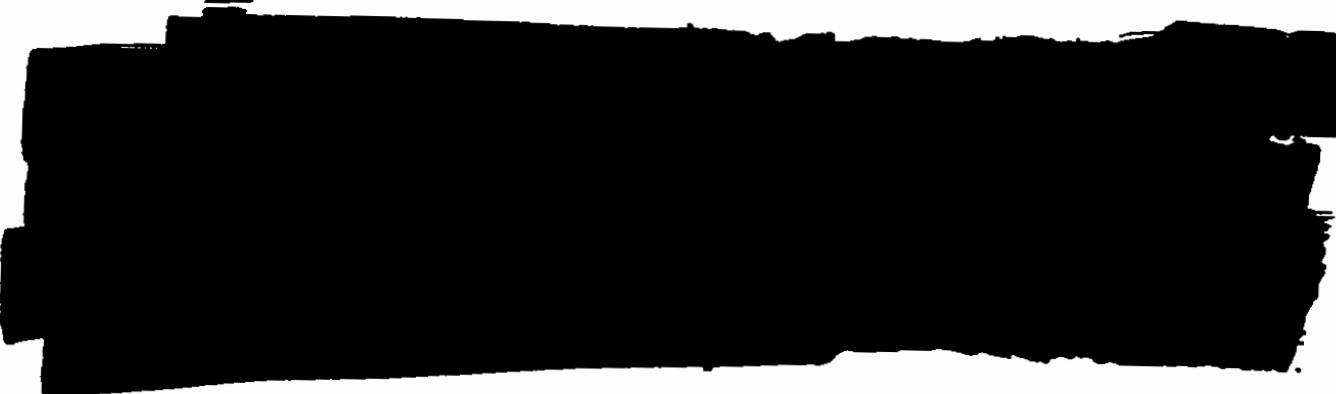


(d)



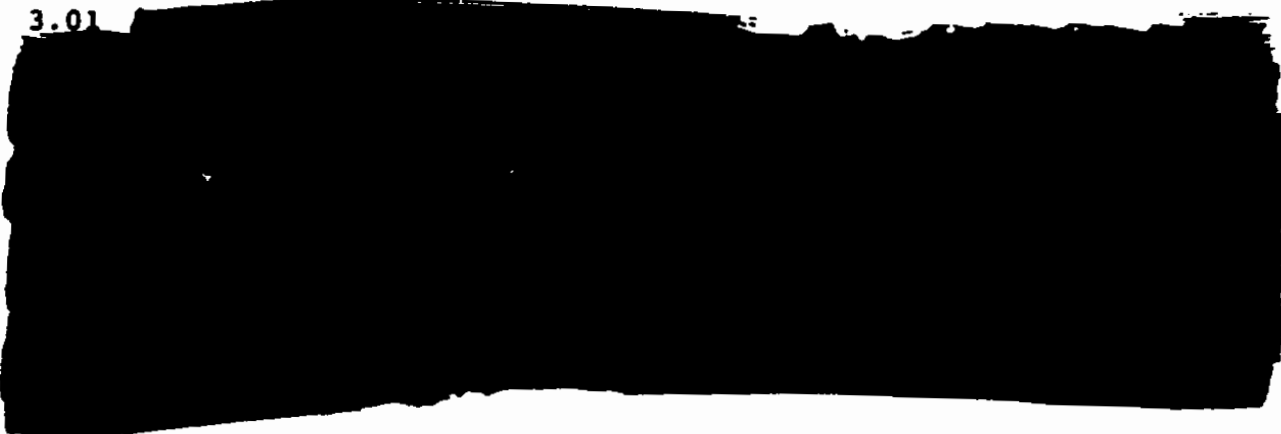
2.06





ARTICLE III
DEMAND

3.01



ARTICLE IV
TERM: REINSTATEMENT

4.01



(a)



(b)



ARTICLE V
REPRESENTATIONS

5.01

(a)

(b)

(c)

(d)

(e)

(f)

5.02

ARTICLE VI
MISCELLANEOUS

6.01

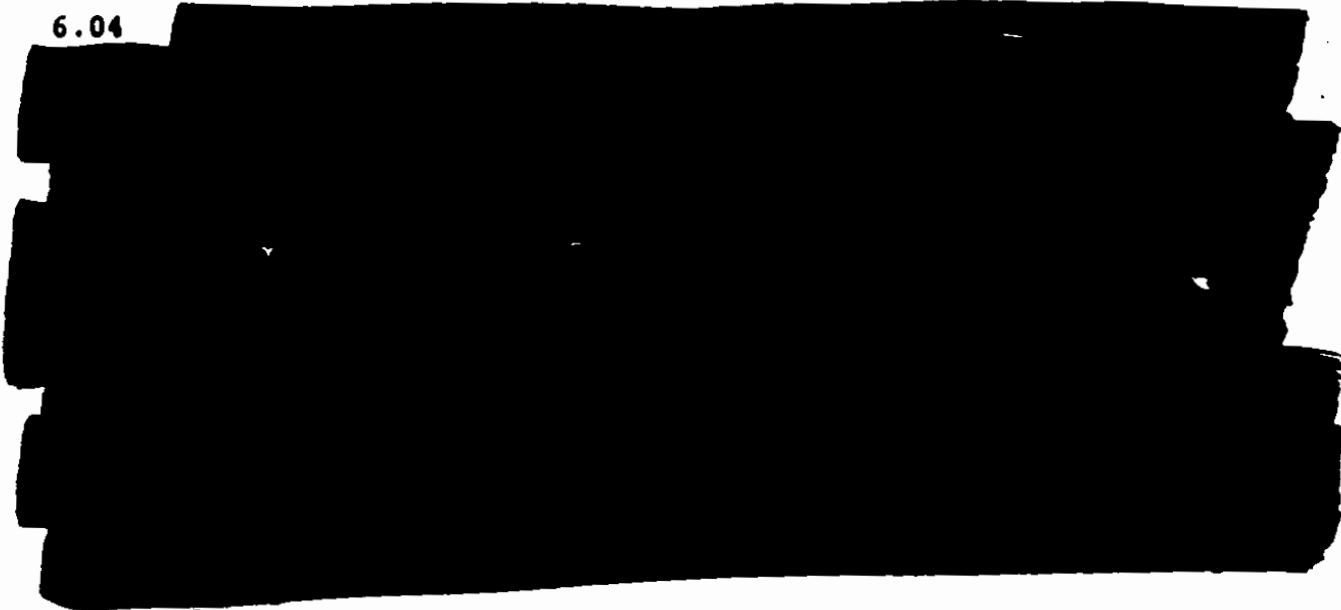
6.02



6.03



6.04



6.05



6.06



[REDACTED]

6.07

[REDACTED]

[REDACTED]

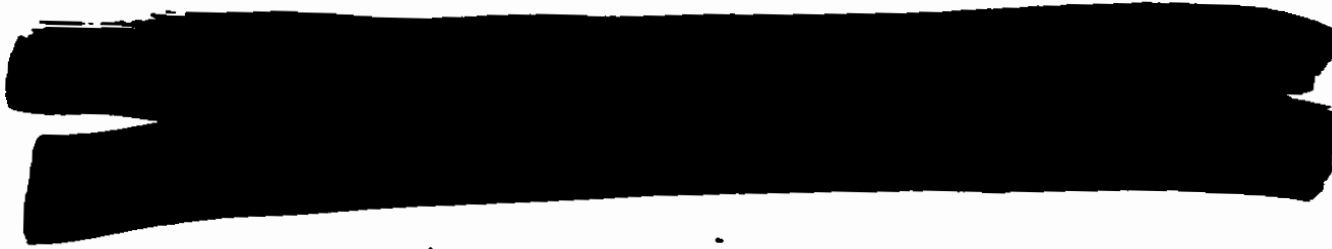
[REDACTED]

6.08

[REDACTED]

6.09

[REDACTED]



NORTH CANADIAN OILS LIMITED

Per: _____

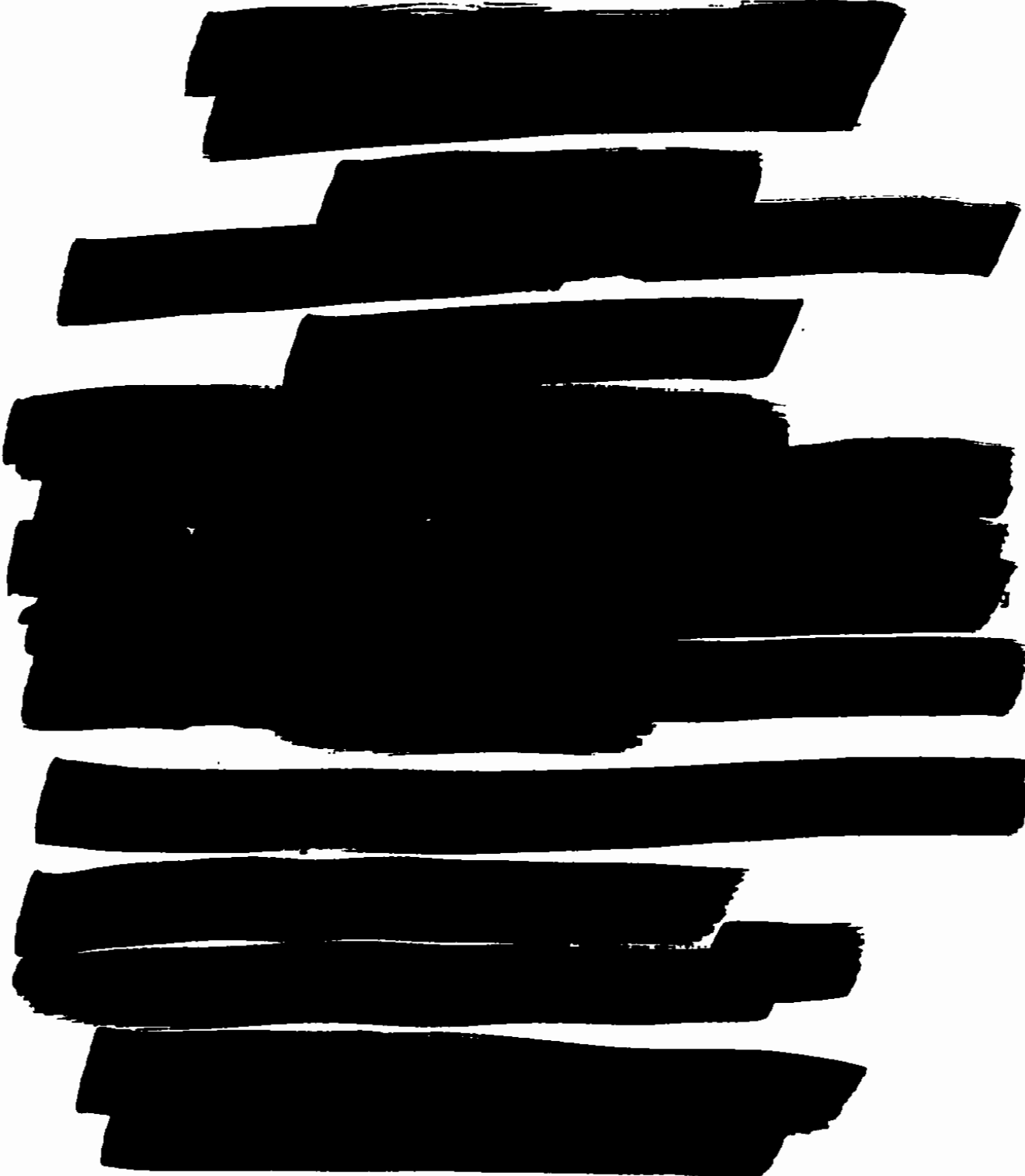
Per: _____

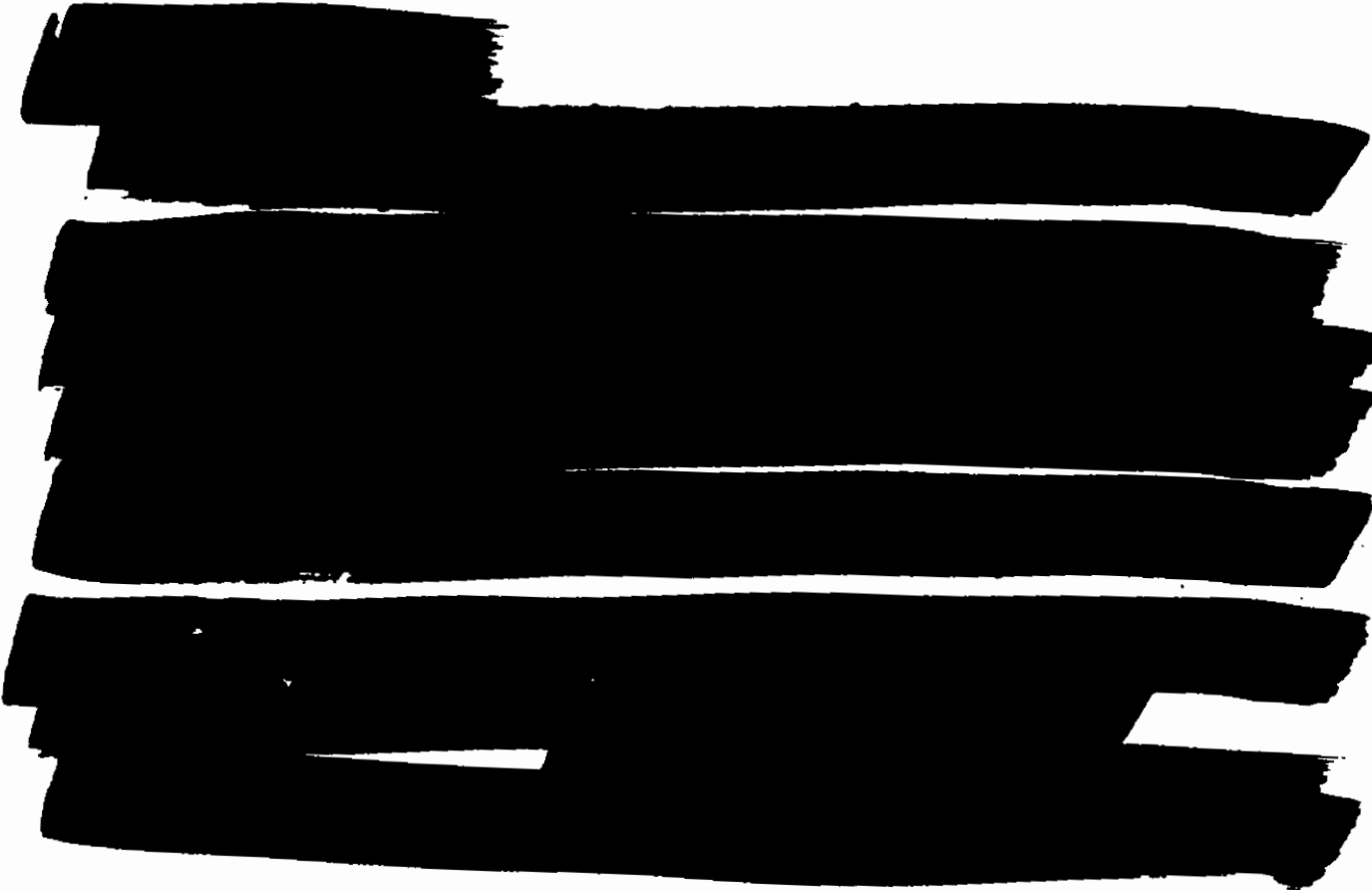
ARCO NATURAL GAS MARKETING, INC.

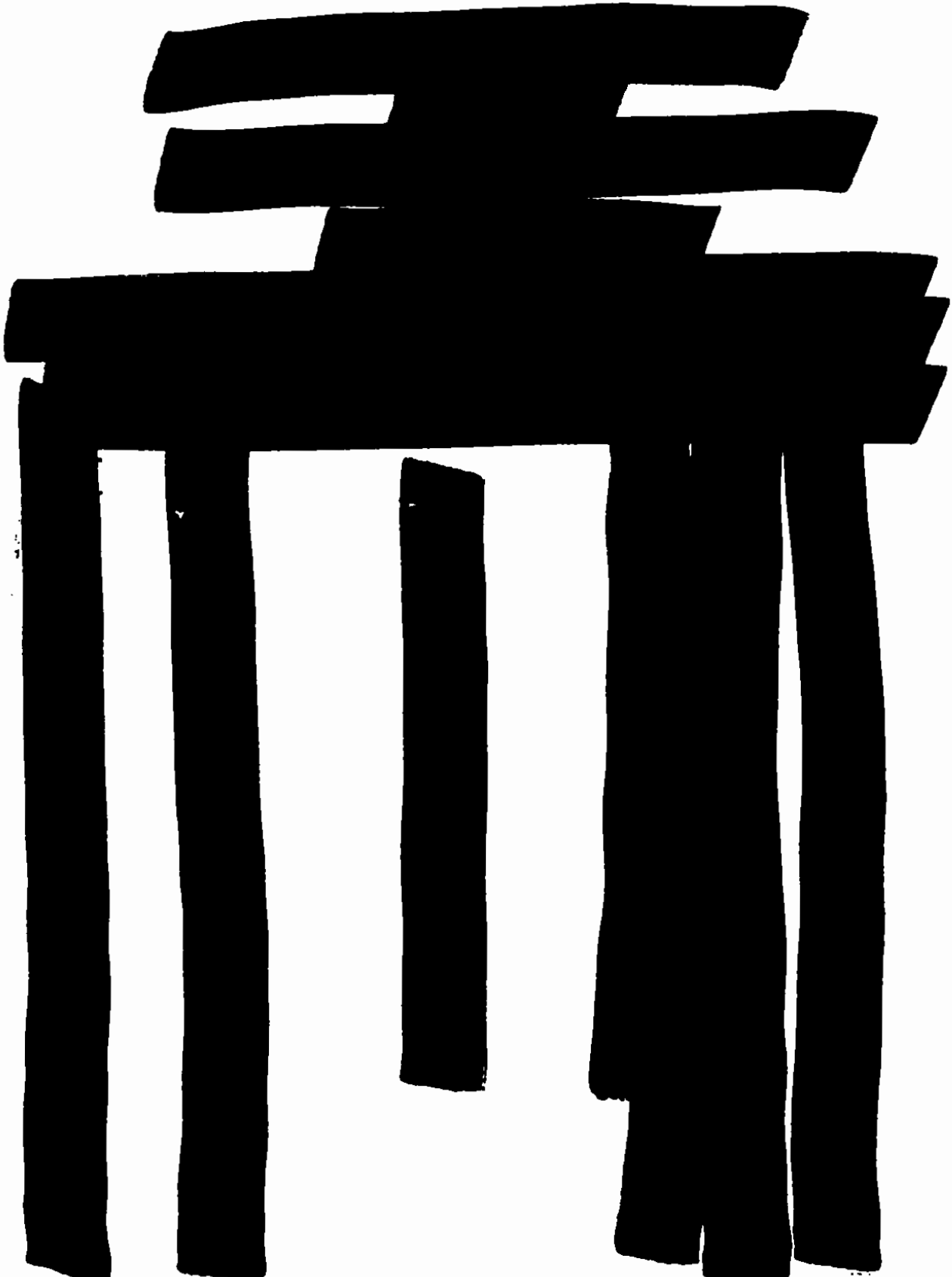
Per: _____

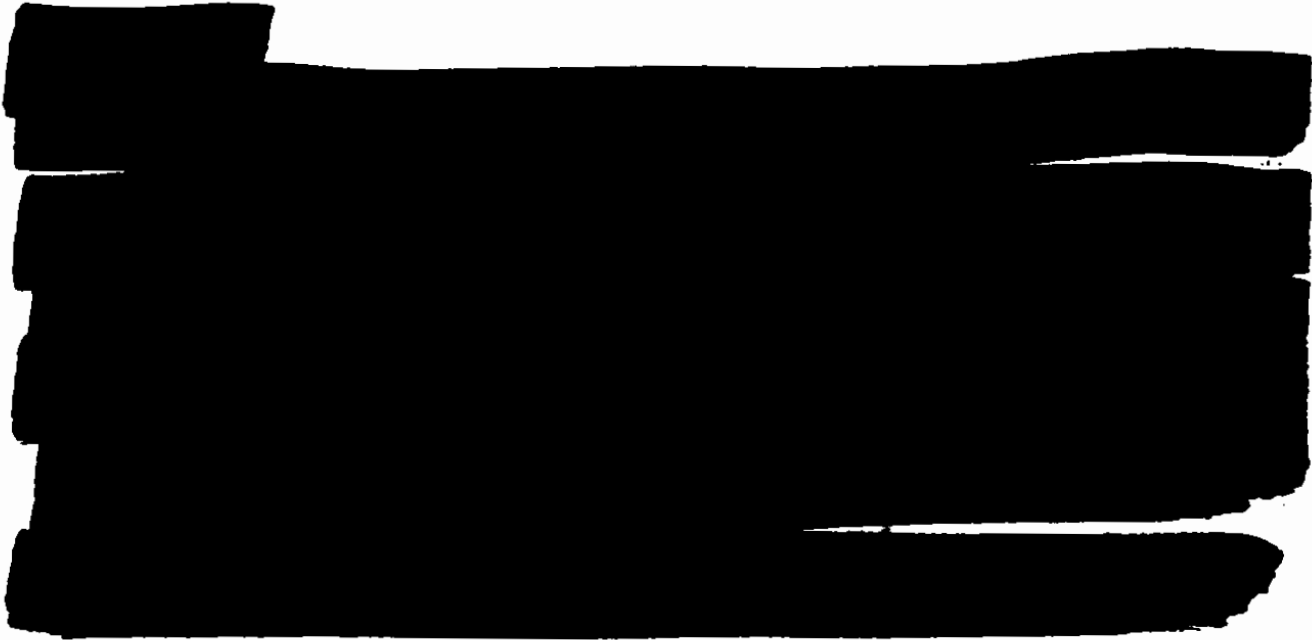
Per: _____











GUARANTEE

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

ARTICLE I
INTERPRETATION

1.01

[REDACTED]

(a)

[REDACTED]

(b)

[REDACTED]

(c)

[REDACTED]

(d)

[REDACTED]

(i)

[REDACTED]

(ii)

[REDACTED]

(A)

[REDACTED]

(B)

[REDACTED]

(C)

[REDACTED]

(iii)

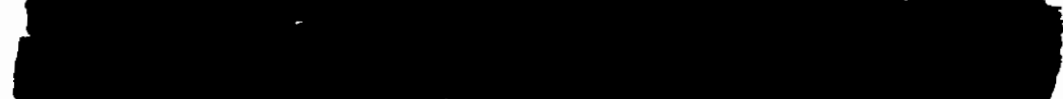
[REDACTED]

(iv)



(v)

(vi)



(vii)



(viii)



(e)

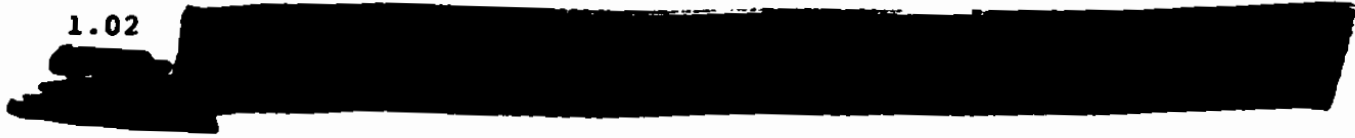


(f)



(g)

1.02



1.03

1.04

ARTICLE II
GUARANTEE

2.01

2.02

(a)

(b)

(c)

(d)

(e)

(f)

(g)

(h)

[REDACTED]

(i)

[REDACTED]

(j)

[REDACTED]

2.03

[REDACTED]

2.04

[REDACTED]

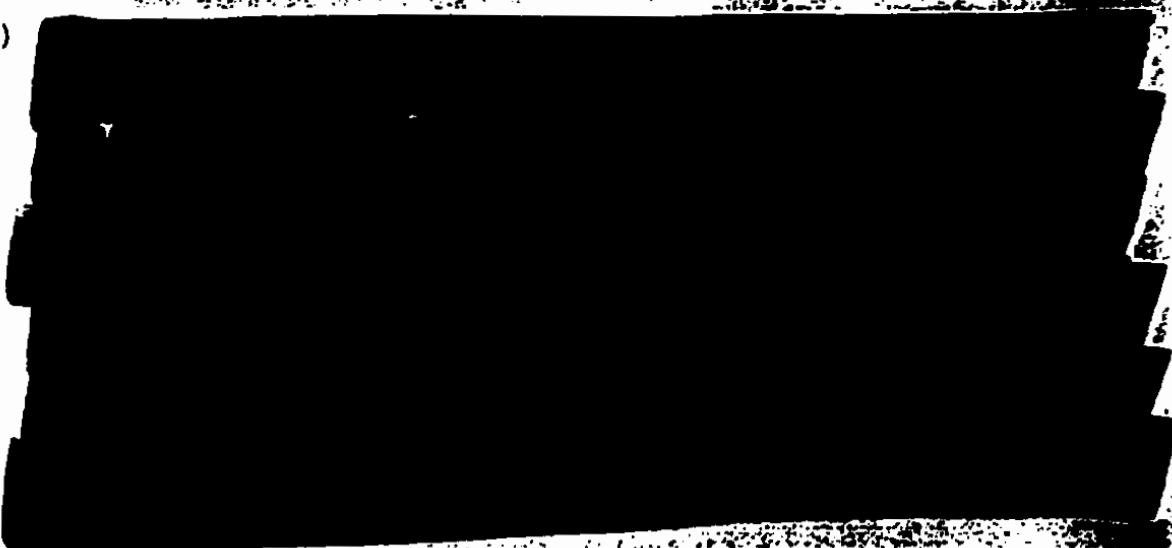
2.05(a)

[REDACTED]

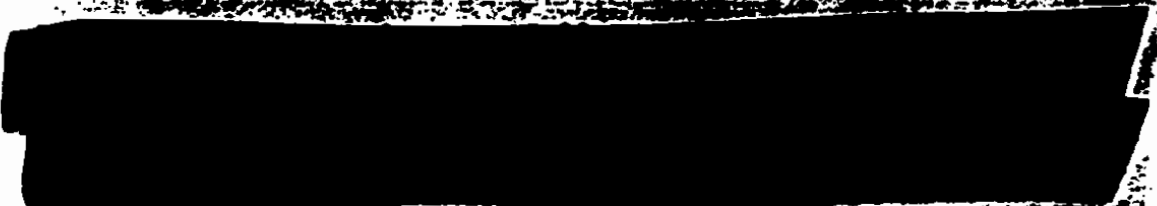
(b)



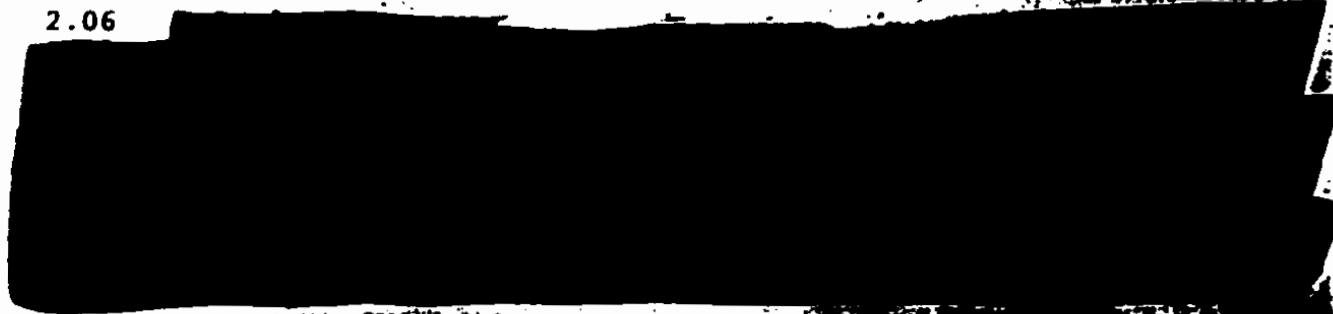
(c)



(d)



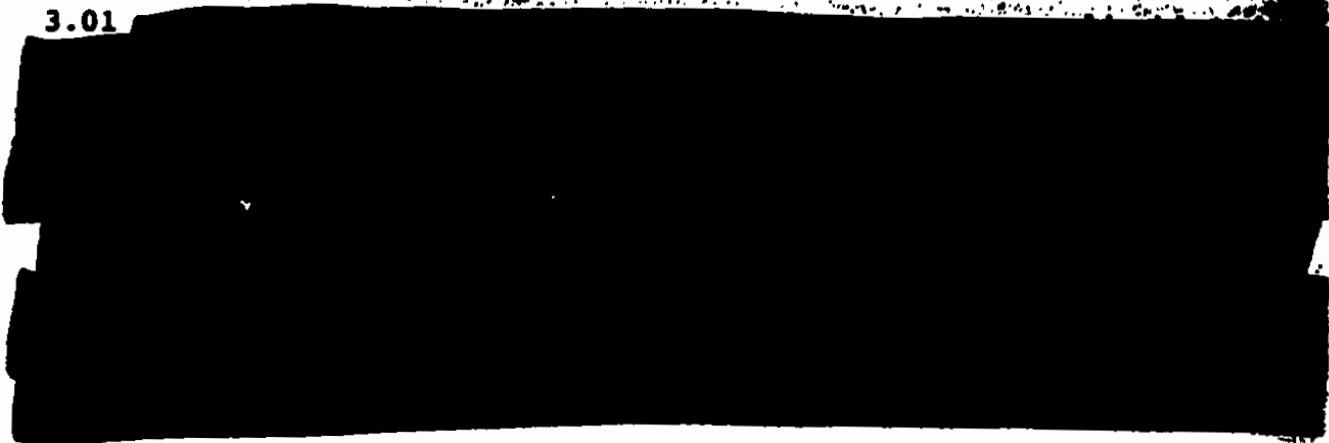
2.06





**ARTICLE III
DEMAND**

3.01



**ARTICLE IV
TERM: REINSTATEMENT**

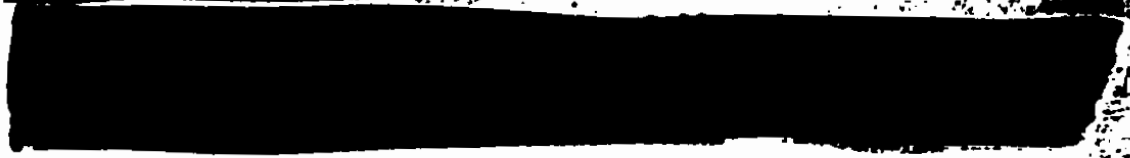
4.01



(a)



(b)



**ARTICLE V
REPRESENTATIONS**

5.01

(a)

(b)

(c)

(d)

(e)

(f)

5.02

**ARTICLE VI
MISCELLANEOUS**

6.01

6.02



6.03



6.04



6.05



6.06



[REDACTED]

6.07

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

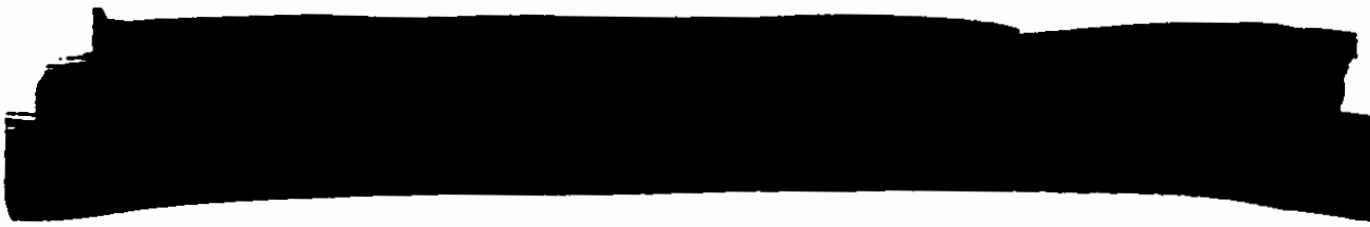
[REDACTED]

6.08

[REDACTED]

6.09

[REDACTED]



NORTH CANADIAN OILS LIMITED

Per: *W. Hamilton Wood*

Per: *[Signature]*

ARCO NATURAL GAS MARKETING, INC.

Per: *Mark L. Hazelwood*

Per: Mark L. Hazelwood
Vice Chairman

*W
MP*



GUARANTEE

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

ARTICLE I
INTERPRETATION

1.01

[REDACTED]

(a)



(b)



(c)



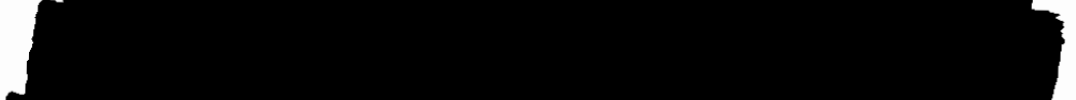
(d)



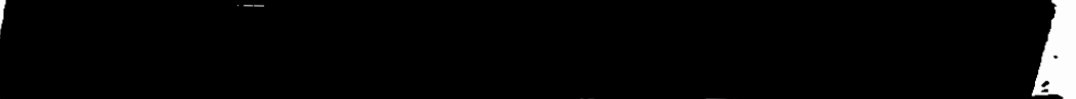
(a)



(b)



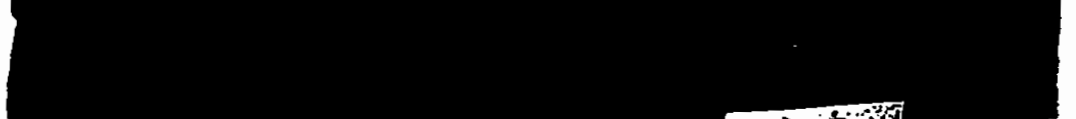
(c)



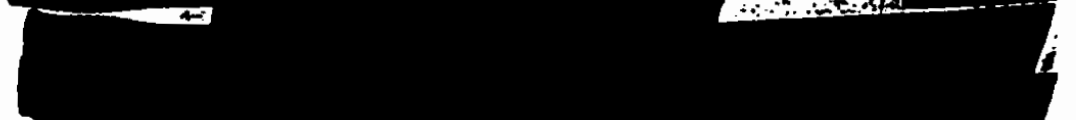
(d)



(e)



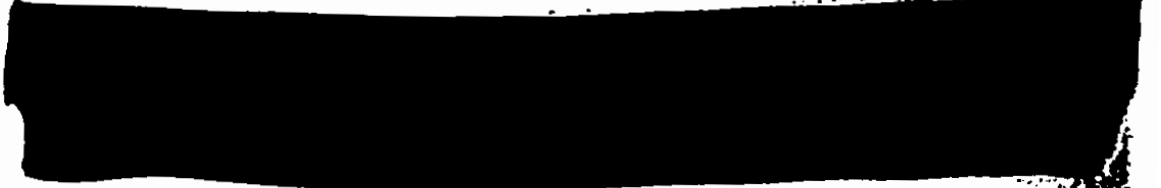
(f)



(g)



(e)



(f)

1.02

1.03

1.04

**ARTICLE II
GUARANTEE**

2.01

2.02

(a)

(b)

(c)

(d)

(e)

(f)

(g)

(h)

(i)

(j)

2.03

2.04

2.05

[REDACTED]

[REDACTED]

**ARTICLE III
DEMAND**

3.01

[REDACTED]

**ARTICLE IV
TERM: REINSTATEMENT**

4.01

[REDACTED]

(a)

[REDACTED]

(b)



**ARTICLE V
REPRESENTATIONS**

5.01

(a)



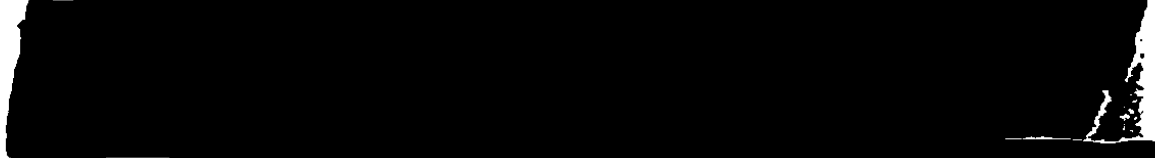
(b)



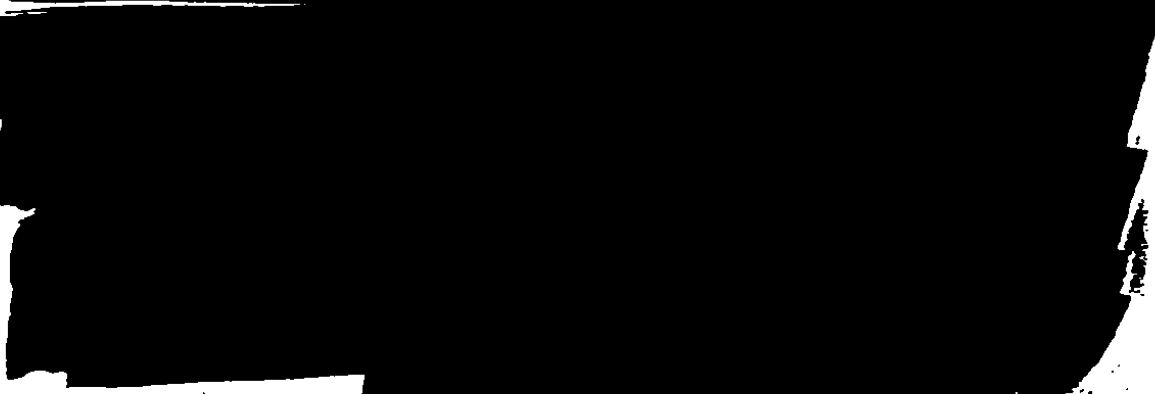
(c)



(d)



(e)



(f)



5.02



ARTICLE VI
MISCELLANEOUS

6.01

A large black rectangular redaction covering the text of section 6.01.

6.02

A large black rectangular redaction covering the text of section 6.02.

6.03

A large black rectangular redaction covering the text of section 6.03.

6.04

A large black rectangular redaction covering the text of section 6.04.

6.05

A large black rectangular redaction covering the text of section 6.05.

6.06



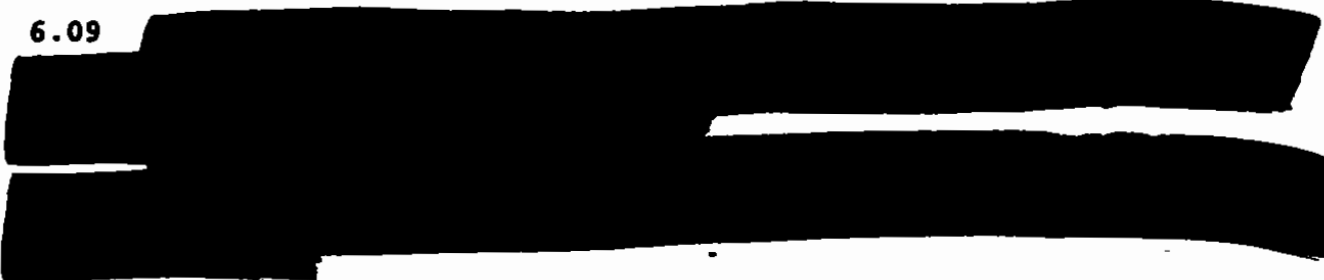
6.07



6.08



6.09



ATLANTIC RICHFIELD COMPANY

Per: William E. Wade, Jr. (w)
William E. Wade, Jr.
Per: Sr. Vice President (w)

NORTH CANADIAN MARKETING CORPORATION

Per: William E. Wade
Per: Robert R. ...



FIRST AMENDMENT TO GAS PURCHASE AGREEMENT made as of April 6, 1993

AMONG:

NORTH CANADIAN MARKETING CORPORATION, a body corporate having offices at Houston, Texas ("NCMC")

- and -

ARCO NATURAL GAS MARKETING, INC., a body corporate having offices at Dallas, Texas ("ARCO Gas")

- and -

NORTH CANADIAN OILS LIMITED, a body corporate having offices at Calgary, Alberta ("NCO")

- and -

ATLANTIC RICHFIELD COMPANY, a body corporate having offices at Los Angeles, California ("Atlantic Richfield")

[REDACTED]

[REDACTED]

ARTICLE 1
DEFINITIONS

1.01 [REDACTED]

(a) [REDACTED]

(b)

(c)

(d)

(e)

(f)

**ARTICLE 2
AMENDMENTS**

2.01

2.02

2.03

2.04

2.05

2.06

2.07

2.08

"(b)

2.09

2.10

ARTICLE 3
GUARANTEES

3.01

3.02

ARTICLE 4
EFFECTIVE DATE

4.01 [REDACTED]

ARTICLE 5
RATIFICATION AND CONFIRMATION

5.01 [REDACTED]

ARTICLE 6
MISCELLANEOUS

6.01 [REDACTED]

6.02 [REDACTED]

6.03 [REDACTED]

6.04 [REDACTED]

6.05 [REDACTED]



NORTH CANADIAN MARKETING CORPORATION

By: *D. Garry Ramsden-Wood*
D. Garry Ramsden-Wood, President

By: *Robert F. Spragins*
Robert F. Spragins,
Vice President,
Supply and Development

ARCO NATURAL GAS MARKETING, INC.

By: *Justin R. King*
Name: Justin R. King
Title: CEO

m/rw

NORTH CANADIAN OILS LIMITED

By: *D. Garry Ramsden-Wood*
D. Garry Ramsden-Wood
Senior Vice President, Marketing

By: *Donald D. McKechnie*
Donald D. McKechnie,
Vice President, Power

(signatures continued on page 6)

(signatures continued from page 5)

ATLANTIC RICHFIELD COMPANY

By: *Michael E. Wiley*

Name: Michael E. Wiley

Title: Sr. Vice President

m/r w



[REDACTED]

FORM OF CONSENT AND AGREEMENT

[REDACTED]

WITNESSETH:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[Redacted]

(a)

[Redacted]

(b)

[Redacted]

(c)

[Redacted]

[REDACTED]

(d)

[REDACTED]

(i)

[REDACTED]

(ii)

[REDACTED]

(iii)

[REDACTED]

(iv)

[REDACTED]

2.

[REDACTED]

3.

[REDACTED]

(a)

[REDACTED]

(b)

[REDACTED]

(c)

[REDACTED]

(d)

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

17.
[REDACTED]

6.
[REDACTED]

7. [REDACTED]

(a) [REDACTED]

(b) [REDACTED]

(c) [REDACTED]

8. [REDACTED]

9. [REDACTED]

Dated: As of May 17, 1993

ARCO NATURAL GAS MARKETING, INC.

By: _____

Name: _____

Title: _____

Acknowledged and Agreed as
of the 17th day of May, 1993

LAKE COGEN, LTD.

By: NCP Lake Power Incorporated,
a General Partner

By: _____
Donald D. McKechnie, President

NORTH CANADIAN MARKETING CORPORATION

By: _____
D. Garry Ramsden-Wood, President

By: _____
Robert F. Spragins,
Vice President,
Supply and Development

TIFD III-C INC.

By: _____

Name: _____

Title: _____