

SERVICES CONTRACT- D4: STABLE SERVICE

Account No.: To come

Contract Date: July 18, 2014

BETWEEN GAZ MÉTRO LIMITED PARTNERSHIP,
Acting through its General Partner Gaz Métro inc.
with its principal place of business located at 1717, du Havre Street, Montréal (Québec), H2K 2X3
("Gaz Métro")

AND IFFCO CANADA ENTERPRISE LTD,
600, boul. de Maisonneuve ouest, Suite 2810, Montréal (Québec), H3A 2J2
("Customer")

Gaz Métro and Customer are individually referred to as "Party" and jointly referred to as "Parties".

1. The Customer requires that Gaz Métro provides, and Gaz Métro undertakes to provide, the services described herein to deliver natural gas to the equipment in the Fertilizer Plant located at the following service address: 7000 Boulevard Raoul-Duchesne, Bécancour, (Québec) ("Service Address").

2. NATURAL GAS SUPPLY AND TRANSPORTATION SERVICES

NATURAL GAS SUPPLY AND COMPRESSOR FUEL SERVICES

The Customer agrees to supply Gaz Métro with the natural gas withdrawn at the Service Address as well as with the compressor fuel needed for the transportation thereof in accordance with the Conditions of Natural Gas Service and Tarif approved by the Régie de l'énergie (« Conditions and Tarif »).

TRANSPORTATION SERVICE

The Customer agrees to purchase from Gaz Métro the transportation service needed to move the Customer's natural gas from a receipt point located out of the territory of Gaz Métro to a receipt point located in the territory of Gaz Métro for distribution at the Service Address. The transportation price is the price established in the transportation rate of the Conditions and Tarif. The transportation minimum annual obligation assumed by the Customer for each contractual year is the obligation set out in the Conditions and Tarif.

3. LOAD-BALANCING SERVICE

The Customer agrees to purchase from Gaz Métro, and Gaz Métro agrees to provide to the Customer, the load-balancing service needed to manage on a daily basis the natural gas the Customer withdraws at the Service Address. The load-balancing price is the price established in the load-balancing rate of the Conditions and Tarif.

4. DISTRIBUTION SERVICE

The Customer agrees to purchase from Gaz Métro, and Gaz Métro agrees to provide the Customer with, the D4: STABLE distribution service within the parameters set out below:

Decision in effect at preparation of this Contract	Rate zone	Effective delivery pressure (kPa)	Maximum hourly flow (m³/h)	Projected annual volume (m³)
D-2014-088	South	3550	106 000	For the first year: 482 628 000 Starting the second year: 760 124 000

Subscribed volume (m³/day)	Minimum annual obligation (MAO) (New Address) (m³)	Use	Service start-up date (MM/DD/YYYY)	Term of services (months)
2 226 000	n/a	Process	09/01/2017	240

As additional information, the application of these parameters results in the following:

Minimum daily obligation (¢/m³)	Reduction according to Contract term (%)
1,351	26

5. DURATION OF THE CONTRACT

This Contract shall take effect on the date all conditions stipulated in paragraph 6.1 are met and shall cease to be in effect once all of the services stipulated in the table included in the "Distribution Service" clause above have come to an end.

6. MISCELLANEOUS

- 6.1 The coming into force of the present contract is conditional upon all of the authorizations (governmental, environmental, regulatory or of any other kind) required by Gaz Métro for the transportation and the distribution of natural gas to the Service Address being granted by August 30, 2015 at the latest, or such other dates as may be agreed by Customer and Partnership acting reasonably.
- 6.2 Customer shall be able to postpone the Service start-up date, if it is of the opinion, acting reasonably, that its Facilities will not be completed and operational with a natural gas design by that date. A written notice of the new Service start-up date must be given to Gaz Métro at least 3 months before the Service start-up date. Any postponement by Customer of the Service start-up date shall not, in any case, exceed 3 months.
- 6.3 The Parties recognize that any postponement of a date pursuant to paragraph 6.1 will delay the Service start-up date, provided for in paragraph 4, which will, in that case, be adjusted accordingly by Partnership acting reasonably.
- 6.4 The Customer shall be able, at any time before the Service-start-up date provided herein, with a written notice sent to that effect and received by Gaz Métro prior to the Service start-up date, to terminate this Agreement if and only if the construction of the Fertilizer Plant has not started and is definitively abandoned.
- 6.5 Gaz Métro shall be also able to terminate this Agreement, if, on December 31, 2014, which date can be extended by mutual agreement of the Parties, IFFCO has not put into place the necessary financing for the construction of the Fertilizer Plant at the Service Address and has not confirmed the financing of the project to Gaz Métro by written notice to that effect. To terminate this Agreement, Gaz Métro shall send a written notice of the termination to IFFCO. The termination shall then occur at the date specified in the said notice.
- 6.6 If, as provided for in paragraphs 6.4 or 6.5, the Customer or Gaz Métro decides to terminate this agreement, the Customer agrees to reimburse to Gaz Métro, upon demand, all expenses incurred by Gaz Métro related to the connection of the Service Address to Gaz Métro's natural gas distribution network up to the date of receipt of the said written notice of termination, excluding any cost incurred in connection with any transportation Service. A Work Schedule is attached as Schedule B to this Contract. Partnership will inform Customer as soon as possible prior to making any change to that Work Schedule.
- 6.7 For the duration of the Contract, Gaz Métro and the Customer agree that for the purposes of the Contract the day as defined in the Conditions and Tariff commences at 10 a.m. EST (Eastern Standard Time).
- 6.8 The Customer expressly renounces to and waives any unilateral right of resiliation of this contract, or any contract related thereto, it might have pursuant to article 2125 of the civil code of Québec.
- 6.9 Gaz Métro agrees to deliver natural gas to the service address without mercaptan, subject to the Régie du bâtiment's approval.
- 6.10 Where applicable, charges will be invoiced to the Customer in accordance with the Conditions and Tariff. These charges are taxable.
- 6.11 This contract replaces all other contract of agreement between the parties related to the subject matter hereof.
- 6.12 Schedule A – General conditions and Schedule B – Work Schedule are integral part hereof.

This Contract is subject to revision or cancellation by Gaz Métro should it not be signed by the Customer and received by Gaz Métro within **30 days** of the aforementioned Contract Date.

Signed at: Montreal

Signed at: Montreal


This 18 day of July 2014

This 18 day of July 2014

GAZ MÉTRO LIMITED PARTNERSHIP
per its General Partner Gaz Métro inc.

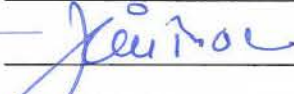
IFFCO CANADA ENTERPRISE LTD

By: 
Name Luc Génier

By: 
Name Claude LaFleur

Title: Vice-president
Sales and Market Development

Title: Director General

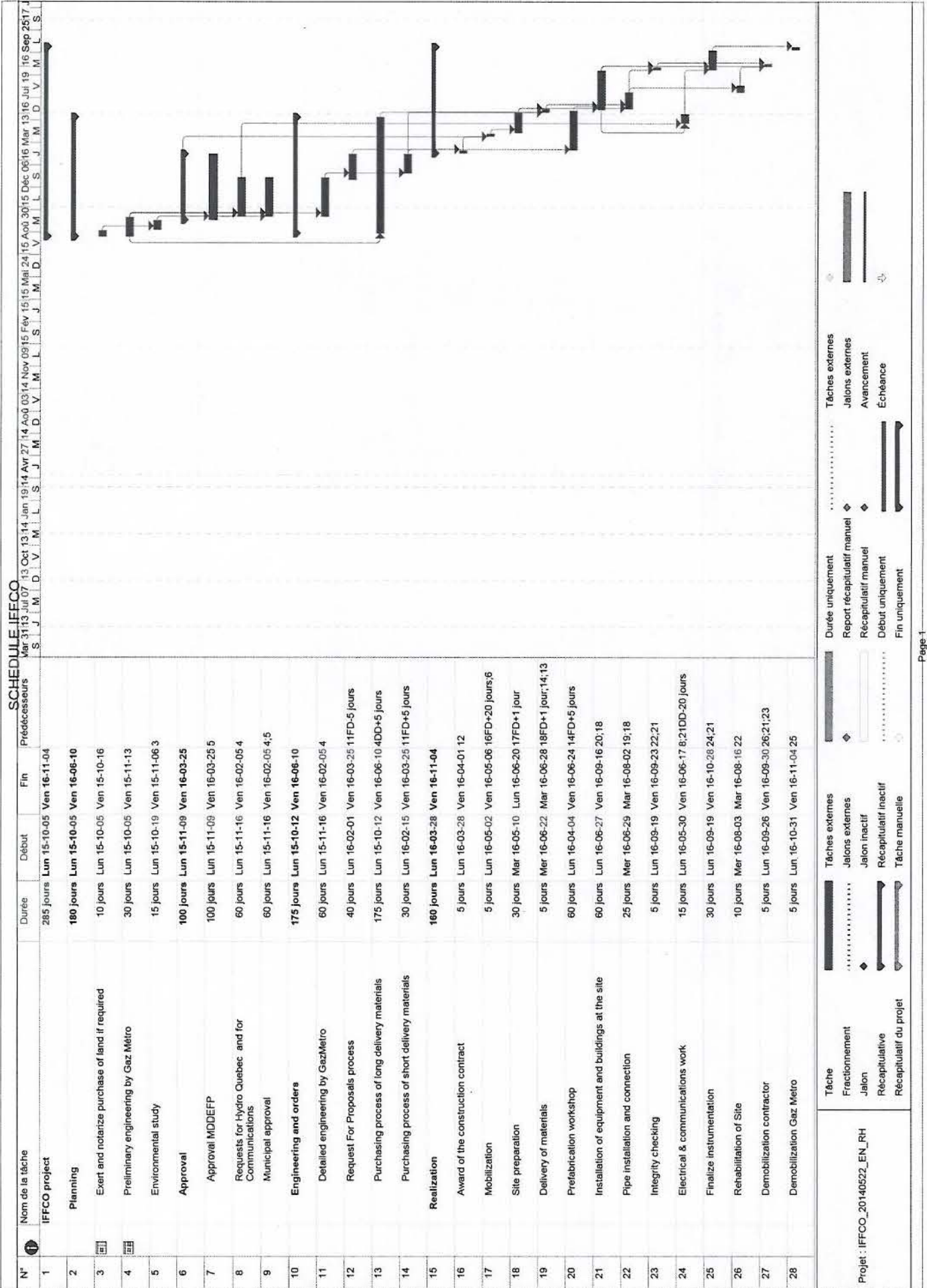
By: 
Name Sophie Brochu

By: 
Name David TOURNIER

Title: President and chief Executive Officer

Title: Vice President Legal Affairs

SCHEDULE B WORK SCHEDULE




**RIDER N° 1 PRE-COMMISSIONING PERIOD
SERVICES CONTRACT - D4: STABLE SERVICE (the "Contract")**

Account N°: To come

Rider Date: July 18, 2014

Contract Date: July 18, 2014 (the "Contract")

BETWEEN GAZ MÉTRO LIMITED PARTNERSHIP,
acting through its General Partner Gaz Métro inc.
with its principal place of business located at 1717, du Havre Street, Montreal (Québec) H2K 2X3.
("Gaz Métro")

AND IFFCO CANADA ENTERPRISE LTD,
600, boul. de Maisonneuve ouest, Suite 2810, Montréal (Québec) H3A 2J2
(the "Customer")

Gaz Métro and the Customer are individually referred to as "**Party**" and jointly referred to as "**Parties**".

WHEREAS the Customer will built a new plant at the Service Address, Gaz Métro and the Customer agree that adjustments to the Subscribed volume may become necessary during the pre-commissioning of the plant;

IN WITNESS WHEREOF, the Parties agree to the following dispositions:

1. Pre-commissioning Period

For a period of 4 months starting on the Service start-up date ("Pre-commissioning Period"), the subscribed volume will be at least of 10 000 m³/day. As the needs for natural gas may be unpredictable during the Pre-commissioning Period, Gaz Métro agrees to authorize the Customer to increase its subscribed volume every month during that period. In such a case, the Customer must inform Gaz Métro in writing of the new Subscribed volume for the current month no later than the 15th day of each month starting as of the Service start-up date. If no notice has been received by Gaz Métro by the said date, the Subscribed volume shall remain unchanged for the current month.

The Pre-commissioning Period may be extended upon Customer's written request, in which case the extension shall not exceed 90 days. The request for the extension of the Pre-commissioning Period shall be received by Gaz Métro no later than 90 days after the beginning of the Pre-commissioning Period.

2. Minimum daily obligation

For each new subscribed volume, the minimum daily obligation will be recalculated for billing purposes.

3. All other clauses of the Contract remain unchanged.
4. This Rider is an integral part of the Contract.
5. This Rider is binding upon the Parties only when it has been accepted in writing, in the prescribed spaces below, by signature of its authorized representatives.
6. This Rider is subject to revision or cancellation by Gaz Métro if it has not been signed by the Customer and received by Gaz Métro within thirty (30) days of the Rider Date mentioned above.

Signed at: Montreal

Signed at: Montreal

This 18 day of July 2014

This 18 day of July 2014

GAZ MÉTRO LIMITED PARTNERSHIP
per its General Partner Gaz Métro inc.

IFFCO CANADA ENTERPRISE LTD

By: 

By: 

Name Luc Génier

Name Claude Laflour

Title: Vice-president
Sales and Market Development

Title: Director General

By: 

By: 

Name Sophie Brochu

Name David Tournier

Title: President and chief Executive Officer

Title: Vice President Legal Affairs


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Initiales
No. Dossier