

SERVICES CONTRACT- D4: STABLE SERVICE

Account No.: To come

Contract Date: July 28, 2015

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 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The Customer agrees to supply Gaz Métro with the natural gas withdrawn at the Service Address as well as with the compressor fuel needed for the transportation thereof in accordance with the Conditions of Natural Gas Service and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 supply Gaz Métro with the transportation service needed to move 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 at Champlain for distribution at the Service Address.

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 (m ³ /h)	Projected annual volume (m ³)
D-2014-213	South	3550	106 000	730 000 000

Subscribed volume (m ³ /day)	Minimum annual obligation (MAO) (New Address) (m ³)	Use	Service start-up date (MM/DD/YYYY)	Term of services (months)
2 138 000	n/a	Process	05/01/2019	240

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

Minimum daily obligation (¢/m ³)	Reduction according to Contract term (%)
1,302	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 distribution of natural gas to the Service Address being granted by February 15, 2016 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 March 31 2016, 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, pursuant to sections 6.4 or 6.5 hereof, this agreement is terminated, 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. 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 Subject to section 6.4 hereof, 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 ___ day of _____ 2015 This 04th day of August 2015

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

IFFCO CANADA ENTERPRISE LTD

By: [Signature]
Name Luc Génier
Title: Vice-president
Sales and Market Development

By: [Signature]
Name CLAUDE LAFLÈUR
Title: CHEF de la Direction

By: [Signature]
Name Sophie Brochu
Title: President and chief Executive Officer

By: [Signature]
Name Steve Butka
Title: Sr. VP Engineering



1. QUALITY

The gas sold by Gaz Métro must be natural gas or the equivalent sourced from suppliers which have been chosen or accepted by Gaz Métro; however, helium, natural gasoline, butane, propane or all other hydrocarbons, with the exception of methane, can be removed before delivery to the Customer. Gaz Métro can subject the gas or allow it to be subjected to compression, refrigeration, cleaning or any other process.

2. TRANSFER OF OWNERSHIP

The delivery and transfer of ownership of natural gas sold by Gaz Métro to the Customer take place at the Customer delivery point as defined in the Conditions and Tariff.

3. INSTALLATIONS ON CUSTOMER PROPERTY

3.1. Construction and maintenance – Gaz Métro may, without indemnity or compensation to the Customer, build, maintain and operate on the Customer's property or sites occupied or used by the latter, necessary installations for the transport, distribution, delivery and measurement of natural gas. The Customer represents and guarantees, if necessary, that it has the required authorizations and permissions from the site owner to this effect. The Customer will supply Gaz Métro proof of such authorization, on request.

3.2. Access – The right of access granted to Gaz Métro in the Conditions and Tariff and herein is at no cost.

3.3. Liability – The Customer and eligible parties shall indemnify and hold harmless Gaz Métro, its directors, officers, employees as well as their successors and eligible parties for any damages caused to Gaz Métro's property located on the Customer's property or on property occupied or used by the Customer, when the damage is the fault or the result of negligence on the part of the Customer, eligible parties, persons over whom the Customer or his eligible parties have control, or persons found on said property or said location with the consent of the Customer or his eligible parties, or by things that persons described above have under their responsibility.

4. FORCE MAJEURE

Neither party shall be liable to the other for damages or losses arising out of the fact that Gaz Métro is unable to deliver the natural gas in whole or in part, or of the fact that the Customer is unable to withdraw natural gas in whole or in part, on account of any fortuitous event, strike, lock-out, work conflict, act of public enemy, war, blockade, insurrection, riot, act of vandalism, sabotage, epidemic, collapse, lightning, earthquake, fire, storm, flood, undermining, civil disturbance, explosion, breakage, freezing or accident to machinery or piping, power failure, suspension or restriction of natural gas supplies of Gaz Métro, Federal, Provincial or Municipal government intervention or intervention from any body of these governments, court order or directive, or any other cause, whether or not of the nature indicated above, that fall outside the control of the party invoking this cause and which, despite the exercise of reasonable diligence, such party is incapable of preventing or surmounting. However, the cause that prevents either party to meet the requirements of the Contract shall not release the party that invokes such cause from its obligations if it does not act diligently to correct the situation appropriately and equitably. In all cases where the Customer invokes a force majeure, it shall nevertheless be obliged to meet the minimum annual obligation provided for in the Conditions and Tariff. In all cases where Gaz Métro invokes force majeure, the subscribed volume shall be reduced for the duration of the said force majeure in proportion to the extent and duration of the force majeure.

5. DISTRIBUTION SERVICE

5.1 When Gaz Métro is expressly required to give notice of interruption of interruptible service to the Customer, this notice will be considered duly given when it is transmitted by email, telephone, facsimile or by hand at the numbers or addresses—as the case may be—updated annually by the Customer on the Gaz Métro extranet site for this purpose.

5.2 The Customer acknowledges and agrees that the telephone conversation by which Gaz Métro gives notice of interruption will be recorded using an audio recording system. The recording may be kept by Gaz Métro and, if needed, used in any dispute related to the transmittal of a service interruption notice.

5.3 The Customer chooses between firm and interruptible distribution service to be provided by Gaz Métro and assumes the consequences of this choice. Moreover, the Customer acknowledges that the choice of the distribution service is at its own discretion.

6. SUBJECTION TO LAWS, REGULATIONS AND OTHER DECISIONS

The present Contract is subject to the Conditions and Tariff set and amended from time to time by the Régie de l'énergie. The Contract is automatically changed by any law, order, judgement, decision of any legislative or regulatory organization, or any competent authority having effect on the terms of the Contract including, without limiting the preceding general characteristics, any law, order, judgement, decision or decree relative to the Conditions and Tariff, taxes or metering standards.

7. ESTIMATE OF CUSTOMER CONSUMPTION

Gaz Métro may, from time to time, ask the Customer for an estimate of its daily, monthly or annual natural gas heating or processing needs for a period of at least two (2) years in the future. The Customer must make all reasonable efforts to supply this information

to Gaz Métro in the sixty (60) days that follow Gaz Métro's request. This information must account for growth or withdrawal factors as well as all other forecasted changes that might affect the Customer's needs. The information supplied by the Customer is not an undertaking on his part and shall be treated confidentially by Gaz Métro.

8. GENERAL PROVISIONS

8.1. The Customer expressly waives the right to unilaterally resiliate the Contract provided in article 2125 of the *Civil Code of Québec*.

8.2. In the event of a discrepancy between the reading of the metering equipment (as defined in the Conditions and Tariff) of the Customer and the one of Gaz Métro, the reading provided by Gaz Métro equipment shall take precedence, subject to the *Electricity and Gas Inspection Act*, R.S.C., 1985, c. E-4.

8.3. The Customer may terminate one or more services provided by Gaz Métro pursuant to the provisions in the Conditions and Tariff to provide such service(s) himself.

8.4. Except for specific provisions to the contrary, this Contract replaces and revokes all previous contracts and all offers, proposals, negotiations, representations, and communications between the parties, oral or written, and constitutes the entire agreement between the parties to this effect. It may not be changed without written amendment executed by both parties.

8.5. The rights and recourses available to Gaz Métro pursuant to this Contract or any other agreement or pending agreement between it and the Customer or as recognized by the law may be accumulated, unless expressly stated otherwise.

8.6. The omission by Gaz Métro to require the Customer to execute any of its obligations under this Contract, to terminate this Contract or to exercise rights or recourses available to it, does not prejudice its right to do so in the future, unless it expressly waives this right in writing. Such a waiver applies only to the case specifically noted.

8.7. This Contract shall only be binding on Gaz Métro when it has been accepted in writing and signed by Gaz Métro's authorized representatives.

8.8. The Contract binds and benefits the successors and eligible parties. Nothing herein prohibits either party to assign or encumber its rights under the terms of this Contract as a guarantee for its obligations. However, no assignment shall release the assignor from the obligations to which it is bound under this Contract.

8.9. Unless stated otherwise, any notice, request, authorization, or renunciation (hereafter called "**Notice**") required or allowed under terms of this Contract must be given in writing and either remitted by hand or sent by prepaid registered mail in Canada, except in the event of an interruption in postal service, transmitted by facsimile, to the addresses of the parties indicated in this Contract.

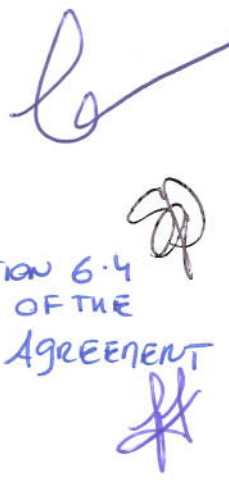
Any Notice thus given will be incontestably considered to have been received on the day of its forwarding or transmission by facsimile or email, or if mailed, on the fifth (5th) day following its mailing. The parties may change their address in order to receive Notice in accordance with procedures of this clause or with clause 5.1 as regards the notice of interruption.

8.10. Notwithstanding anything contained in this Contract, the Customer's default under this Contract shall give Gaz Métro the right to deduct any and all such amounts payable to Gaz Métro from any moneys or credit payable by Gaz Métro to the Customer under this Contract, exigible or not, without affecting any of Gaz Métro's other rights or remedies herein.

8.11. On request, the parties agree to sign and ensure that are signed, and to submit and ensure that are submitted, all required and useful documents to give full effect to the letter and spirit of this Contract.

8.12. When the context requires, use of the singular also includes the plural and vice versa.

8.13. This Contract is governed by the laws applicable in Québec.



4 SUBJECT TO SECTION 6.4 OF THE AGREEMENT



No. Dossier

Schedule B - Service for IFFCO - Q2 2018 Preliminary Schedule & Cash Flow

2015-07-30 - RH

ACTIVITIES	2015												2016												2017												2018											
	Q1			Q2			Q3			Q4			Q1			Q2			Q3			Q4			Q1			Q2			Q3			Q4														
	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D
Authorisations																																																
MIDDELCC Preparation & Autorisation																																																
Régie de l'Énergie investment request & approval																																																
SALES																																																
Letter of intent from clients																																																
Contract signature																																																
LAND ACQUISITION																																																
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Expropriation process (if necessary)																																																
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Preliminary engineering																																																
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PROCUREMENT MATERIALS																																																
Bid, evaluate and award materials																																																
Material delivery for pipeline and station																																																
PIPELINE and METERING STATION CONSTRUCTION																																																
Bid, evaluate and award pipeline and station																																																
Pipeline and station construction																																																
PIPELINE and METERING COMMISSIONING																																																
PRELIMINARY CASH FLOW																																																
6,33 Million \$: M\$																																																
% of cost																																																