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June 3, 2013

## BY COURIER, EMAIL AND RESS

Ms. Kirsten Walli  
Board Secretary  
Ontario Energy Board  
P.O. Box 2319, 27<sup>th</sup> Floor  
2300 Yonge Street  
Toronto, ON M4P 1E4

Dear Ms. Walli:

**Re: Integrated Grain Processors Co-operative Inc.  
Board Files No. EB-2012-0406 and EB-2013-0081**

Pursuant to Procedural Order No. 2 dated May 17, 2013, we attach the Pre-filed Evidence of Integrated Grain Processors Co-operative Inc. ("**IGPC**") in the above-noted combined proceedings.

Two hard copies of IGPC's Pre-filed Evidence are being forwarded to the Board via courier. One hard copy will also be provided to both Mr. Richard King and Mr. Larry Thacker, counsel for Natural Resource Gas Limited ("**NRG**").

To assist the Board and parties as to the specific relief which IGPC seeks in this proceeding, set out below is a summary of the relief sought in respect of Issues 1 – 5:

### **Issue 1:**

- (i) An Order pursuant to Subsection 42(3) of the *Ontario Energy Board Act* 1998, S.O. 1998, c.15 ("**OEB Act**") requiring NRG to provide all necessary and reasonable gas distribution services to meet IGPC's expansion and upgrading plans for its Facility;
- (ii) A Declaration and Order pursuant to Subsection 36(1) of the OEB Act that NRG may not charge IGPC for the gas distribution services required under (i) above except in accordance with those rates and charges which are currently the subject of approval by the Ontario Energy Board ("**OEB** or "**Board**") or following an Application and approval by the Board in respect of any additional rates or charges proposed by NRG.



**Issue 2:**

- (i) A Declaration and Order determining the actual reasonably incurred capital costs of the Pipeline following a review of the items listed at clauses 2.1 through 2.7 of Issue 2 in this proceeding.

**Issue 3:**

- (i) A Declaration and Order determining the capital contribution amount that should have been provided to NRG by IGPC following a reconciliation of the forecast costs to build the Pipeline with the actual capital costs of the Pipeline determined under Issue 2 in this proceeding.
- (ii) A Declaration and Order determining the quantum of the financial assurance which currently should be provided to NRG by IGPC, and an Order pursuant to Subsection 36(4) of the OEB Act requiring NRG to accept a replacement financial assurance as follows:
  - (1) Immediately in an amount determined by the Board in this proceeding; and
  - (2) On October 1 of each year, in an amount equal to the current undepreciated balance of the Pipeline remaining in rate base.

**Issue 4:**

- (i) A Declaration and Order determining the amount of the capital contribution overpayment made by IGPC to NRG and the determination of interest on the overpayment amount calculated using the rate of interest provided in the Pipeline Cost Recovery Agreement commencing November 1, 2008;
- (ii) A Declaration and Order determining the correct amount which NRG should have recorded in rate base in respect of the Pipeline, effective August 1, 2008, given the Board's determinations under Issues 2 and 3 above.
- (iii) A Declaration and Order determining the excessive amounts paid by IGPC in rates due to the inclusion in rate base of an amount which exceeds the amount which should have been included in rate base in respect of the Pipeline and the determination of any resulting over-allocation of O&M to IGPC.
- (iv) A Declaration and Order determining the excessive premiums paid by NRG in respect of the financial assurance provided to NRG in excess of the amounts determined appropriate under Issue 3 for the period November 2008 to date.



- (v) A Declaration and Order determining those reasonable legal and other costs which IGPC has incurred by reason of NRG's conduct in respect of all or any combination of the issues and matters raised in this proceeding.

**Issue 5:**

- (vi) A Declaration and Order requiring NRG to forthwith reimburse IGPC in respect of all of the amounts determined by the Board under Issue 4, plus its reasonable costs of this proceeding, on a complete indemnity basis.

IGPC will file separately live versions of two Excel spreadsheets, filed as Exhibit C, Tab 1 and Exhibit D, Tab 2, respectively.

Finally, please add Mr. Scott Stoll to the distribution list as co-counsel for IGPC in this proceeding. Mr. Stoll's contact information is as follows:

Mr. Scott Stoll  
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Yours truly,

**AIRD & BERLIS LLP**



Dennis M. O'Leary / Scott Stoll

cc Natural Resource Gas Limited  
cc Intervenors (Per Procedural Order No. 1, April 22, 2013)

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## ONTARIO ENERGY BOARD

**IN THE MATTER OF** the *Ontario Energy Board Act, 1998*,  
S.O. 1998, c. 15 (Schedule B);

**AND IN THE MATTER OF** an Application by Integrated Grain Processors Co-operative Inc., pursuant to section 42(3) of the Ontario Energy Board Act, 1998, for an order requiring Natural Resource Gas Limited to provide gas distribution services;

**AND IN THE MATTER OF** an Order to review capital contribution costs paid by Integrated Grain Processors Co-operative Inc., to Natural Resource Gas Limited pursuant to Section 19 and 36 of the Ontario Energy Board Act, 1998.

## PRE-FILED EVIDENCE OF INTEGRATED GRAIN PROCESSORS CO-OPERATIVE INC.

### INTRODUCTION

1. This is the pre-filed evidence of Integrated Grain Processors Co-operative Inc. ("**IGPC**"). This evidence contains a detailed summary of IGPC's dealings with Natural Resource Gas Limited ("**NRG**") in respect of the construction and operation of the 28.5 km pipeline ("**Pipeline**") which provides a dedicated supply of natural gas to IGPC's ethanol facility in Aylmer, Ontario ("**Facility**").
2. This evidence has been structured to first provide an overview and chronology of relevant events that have occurred over more than 7 years. This is then followed by evidence specific to the five issues raised in this proceeding. Relevant documentation has also been filed as Exhibits and are organized as follows:
  - (a) Exhibit A: Pre-filed written evidence
  - (b) Exhibit B: Relevant contract documents.
  - (c) Exhibit C: All relevant correspondence and other documents. This Exhibit excludes all of the invoices and materials which relate to the capital costs of the



Pipeline. Exhibit C includes all correspondence and copies of Letters of Credit (“LC”) exchanged between the parties relevant to Issue 3.

- (d) Exhibit D: All of the invoices and materials which relate to the capital costs of the Pipeline, including those items which are the subject of Issue 2 and IGPC’s dispute of the reasonableness and/or incurrence of the alleged costs.

### **The IGPC Ethanol Facility**

3. IGPC is an Ontario corporation with its head office in the Town of Aylmer, Ontario. IGPC is indirectly owned by more than 800 families and others, many of whom live in reasonable proximity to the Facility. IGPC owns and operates the Facility and is the largest customer of NRG, the natural gas distributor in the area.
4. The Facility consists of a corn-fed ethanol production plant and includes ancillary facilities consisting of a custody transfer station to connect to the upstream Union Gas Limited (“**Union**”) system and a customer meter station constructed by IGPC. The Facility cost approximately \$160 million to build; annually purchases approximately \$100 million of locally grown corn; employs 50 people with an approximate annual payroll of \$5 million; and produces approximately 150 million litres of ethanol. The Facility has been operating at full capacity since it was commissioned in September 2008.
5. IGPC is by far the largest customer within NRG’s service territory contributing approximately 30 percent to NRG’s total distribution revenue. IGPC purchases its gas directly but IGPC’s gas purchases constitute approximately 60 percent of NRG’s entire system load.
6. The delivery of natural gas to the Facility is by way of a 28.5 km NPS 6 steel Pipeline. IGPC contributed to the Pipeline through: (i) cash payments totaling \$3,538,792.47 as a contribution in aid of construction; (ii) providing financial assurance in the amount of \$5,214,173; and (iii) a 7-year \$10+ million commitment to monthly distribution rates.
7. IGPC is planning to invest between \$15 million and \$20 million in the next 20 to 36 months in new product lines and process improvements. This investment will mean



several man-years of construction jobs for area residents and likely additional permanent full-time jobs at IGPC.

8. With the expansion and upgrade, IGPC will increase its product offerings, reduce costs, and secure its continuing success into the future. Natural gas is crucial to the operation of the Facility. Without a secure, reliable, reasonably priced supply of natural gas (at increased levels) from a gas distributor that is a true business partner (i.e. co-operative and responsive), these investments are unlikely to happen. As a result of NRG's behaviour, IGPC has been forced to reconsider the nature of the projects in which it will invest. Without such reconsideration, IGPC anticipates that its load may have increased by a further 25% to 35% with proposed expansions.
9. As can be seen from the history summarized below, IGPC has found it necessary to seek the assistance of the Board on numerous occasions to require NRG to meet its obligations as a regulated natural gas utility that has a monopoly over the distribution of natural gas in the Aylmer and surrounding franchise areas. The within Application is simply a further example of IGPC having to undertake extraordinary steps and seek the Board's assistance in respect of matters which would not have arisen if IGPC were served by another regulated natural gas utility in the Province.

### **Background and Chronology of Events**

10. To fully appreciate the situation and the inappropriateness of certain costs which NRG has and appears to be continuing to claim in respect of the Pipeline, it is necessary to briefly review the history of events leading to this point in time.
11. IGPC first approached NRG in January 2006 about the prospect of a pipeline being constructed to deliver the necessary volumes of natural gas to the Facility. These discussions necessarily turned to the development of a Pipeline Cost Recovery Agreement ("PCRA") (**Exhibit B, Tab 1**) and Gas Delivery Contract ("GDC") (**Exhibit B, Tab 2**).



*The PCRA and GDC*

12. The PCRA was structured to provide for the construction of the Pipeline and the payment and performance obligations of the parties. The PCRA contained the Board-mandated mechanism to determine the rate to be charged as a contribution in aid of construction (E.B.O. 188). This mechanism requires that a utility use the total prudent reasonably incurred capital costs to construct a pipeline for the purposes of calculating the contribution in aid of construction. The E.B.O. 188 analysis was performed using a 7-year horizon to achieve a profitability index of 1.0. The PCRA, at Sections 3.13 and 3.14, required NRG to undertake a reconciliation of the total reasonable actual costs incurred to construct the Pipeline. This reconciliation was critical to balancing the risks for NRG and its ratepayers on the one hand and for IGPC and the other hand. A copy of the economic evaluation filed by NRG as part of the Leave to Construct (“LTC”) (EB-2006-0243, Exhibit C, Schedule 4) is found at **Exhibit C, Tab 1**. The PCRA provided that IGPC would provide financial assurance equal to the undepreciated value of the Pipeline to ensure that NRG was fully protect.
13. The GDC provided the terms and conditions upon which NRG would be obligated to deliver and IGPC would be obligated to accept gas delivery. The minimum volumes and payment obligations ensured a minimum revenue stream for NRG - thereby ensuring cost recovery for NRG.
14. The terms and provisions of these agreements were instrumental in the Board granting leave to construct the Pipeline.

*Leave to Construct*

15. On November 1, 2006, NRG filed a LTC Application with the Board (EB-2006-0243). This Application included the necessary economic evaluation which determined the amount of capital contribution required from IGPC. The Application further provided that IGPC would provide an irrevocable LC which would secure NRG and its ratepayers in respect of any portion of the Pipeline which had not been fully paid for by IGPC if and when IGPC exited the NRG distribution system. The PCRA contemplated that the original economic evaluation would be undertaken on the basis of forecast costs with the



obligation for a true-up using reasonable actual capital costs once the Pipeline was constructed. It also contemplated that the LC would be adjusted once the true-up was completed, and every subsequent year following the determination of the annual reduction in the undepreciated value of the IGPC Pipeline as portions of the Pipeline's capital costs were recovered in rates paid by IGPC.

16. Both the PCRA and the GDC were included in NRG's LTC filing. These were then specifically reviewed by the OEB to determine if they were in the public interest from the perspective of NRG's ratepayers. By its Decision dated February 2, 2007 (amended December 28, 2007), the Board granted NRG leave to construct and confirmed that the construction of the Pipeline and the terms of the PCRA and GDC were acceptable and in the public interest.
17. In or about the week of June 15, 2007, counsel for the parties agreed to the form of a Bundled T-Service Receipt Contract ("**Bundled T**") (**Exhibit B, Tab 3**), an agreement which NRG is obligated by the Board to enter into to address the upstream transportation arrangements for the supply of natural gas required by the Facility. Similarly, the form of a Consent and Assignment ("**Assignment Agreement**") (**Exhibit B, Tab 4**) was settled as between counsel on June 27, 2007. The Assignment Agreement sought the consent of NRG to the assignment of the terms and obligations imposed on IGPC in the event of default to IGPC's lenders. The Assignment Agreement in no way impacted the financial terms and obligations approved by the Board in the LTC application nor the security provided by IGPC to NRG and its ratepayers. Such an arrangement is common in this type of project development.
18. In or around June 27, 2007, NRG advised IGPC that it would not execute either the Bundled-T or the Assignment Agreement, despite NRG's counsel having approved the form of same and NRG understanding that these Agreements were a necessary component of IGPC receiving financing. IGPC was left with no alternative but to bring an emergency motion on June 28, 2007, for an Order compelling NRG to execute the Bundled-T and the Assignment Agreement. The hearing of the emergency motion was held on June 29, 2007. At its conclusion, the Board ordered NRG to execute the two agreements by 4:00 p.m. that day. NRG continued to refuse to execute these



agreements and refused to provide any substantive reason for its refusal. The Board immediately initiated a compliance proceeding, which resulted in the Board imposing an administrative penalty of \$20,000 per day against NRG until it complied with the Board Order to execute the agreements.

19. Seven days later, NRG signed the Bundled T and the Assignment Agreement. Around the same time, NRG launched an appeal to the Divisional Court of the Board's June 29, 2007 Decision and Compliance Order. This appeal became moot with the Board's Decision and Order on its Motion to Review its Own Decision (EB-2010-0374) dated February 11, 2011, which led to the OEB setting aside its June 29, 2007 Decision in respect of the administrative penalty. NRG at no time paid any portion of the administrative penalty (\$140,000) levied by the Board. Despite not having paid the administrative penalty, NRG has included the administrative penalty as a cost of constructing the Pipeline.

*NRG's Demand for a \$31.915 Million LC and Other Costs*

20. On January 2, 2008, NRG forwarded several invoices totaling \$413,665.32 for costs allegedly associated with the Pipeline. The invoices included time for M. Bristoll – NRG's President, costs for the emergency motion brought by IGPC and relating to the appeal to the Divisional Court and charges by other service providers. IGPC disputed the relevance and quantum of a number of these invoices within the timeframe stipulated in the PCRA. These invoices are attached as **Exhibit C, Tab 2**.
21. At the end of January 2008, IGPC received a demand for financial assurance from NRG in the amount of \$31.915 million, despite the fact that the forecast capital costs for the Pipeline totaled approximately \$9.1 million. A copy of this demand is found at **Exhibit C, Tab 3**.

*The Aylmer Motion*

22. On February 15, 2008, IGPC filed a motion with the OEB for an Order, *inter alia*, that the Board establish a timetable for the completion of the Pipeline by NRG and an Order confirming that the LC required to be provided to NRG by IGPC was \$5.3 million (not \$31.915 million). This demand by NRG and IGPC's request to the Board for assistance



resulted in the Board scheduling a motion on its own accord under the LTC proceeding (EB-2006-0243). The motion was heard on February 28, 2008, with an oral Decision dated February 28, 2008, and written Decisions March 4 and 12, 2008.

23. To facilitate the timely completion of the construction of the Pipeline, IGPC agreed that it would make payments directly to Lakeside Process Controls Limited, one of the material suppliers for the Pipeline, and to Union Gas regarding the costs it would incur.
24. At this motion, NRG alleged that there were four cost issues which would support the higher LC, including costs relating to the Union's M9 Delivery costs (\$422,217), additional O&M expenses (\$50,000), Capital Taxes (\$25,935), and Property Taxes (\$58,405). With IGPC's agreement to deal with Union directly, the first cost issue was resolved. The Board ruled against NRG in respect of the latter three costs disallowing these costs from being added to the recoverable cost of the Pipeline.
25. The Board also considered submissions from NRG in respect of its demand for a \$31.915 million LC. NRG argued that:
  - (i) the LC should be increased to represent decommissioning costs in the event the Facility ceased to exist, which it estimated at a cost of \$600,000;
  - (ii) it would allegedly incur prepayment penalties in the event that the loan it negotiated for the purposes of the Pipeline was paid off early as a result of the Facility closing;
  - (iii) it would allegedly suffer negative financial implications in the event that the Facility closed and NRG lost the IGPC income stream; and
  - (iv) it would allegedly incur a tax liability as a consequence of NRG having to draw down on the LC.
26. The Board found in respect of issue (i) above, that if the Facility closed, the Pipeline would be a benefit to the balance of NRG's ratepayers and could be integrated into NRG's system and its rate base at a fraction of the decommissioning costs suggested by



NRG. The Board rejected NRG's argument and request for security for decommissioning costs.

27. In respect of the allegation by NRG at issue (ii) about penalties allegedly being payable by NRG as a result of the premature payment of any loans negotiated by it, the Board ruled that this was a matter that was within the control of NRG and therefore was a cost, if any, to its shareholder. The claim by NRG for security for this alleged cost was denied.
28. In respect of NRG's assertion at issue (iii) that it in effect was entitled to a guaranteed revenue stream over many years in addition to security for the costs it incurred in respect of the Pipeline, the Board ruled that a utility had no right nor should it have any expectation to a future revenue stream from IGPC and that its shareholder and ratepayers are fully secured with an LC equal to the undepreciated value of the Pipeline.<sup>1</sup> It appears that this view of NRG supported a significant portion of its demand for a \$31.915 million LC. In the end, the Board determined that the LC contemplated under the PCRA of about \$5.3 million was appropriate.
29. In respect of issue (iv) and the concern raised by NRG about an unquantified potential income tax liability that it might face at some future date, the Board once again denied NRG's claim for additional security.
30. In the end, IGPC was completely successful in all material aspects. Indeed, and most importantly, IGPC was successful in its request that the Board order a timetable for future action items and steps in respect of the Pipeline. The Board ordered that a detailed construction schedule and action list, which was developed on a consensual basis and presented to the Board jointly by both IGPC and NRG, would be added to the Leave to Construct approval as a condition to the approval. This amendment to the LTC was made by Order dated March 4, 2008, and was added as additional Conditions to the LTC Approval – Schedule C – granted February 7, 2007 (as amended December 28, 2007).

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<sup>1</sup> (EB-2006-0243) March 4, 2008, Decision and Order, pp. 4 – 8 and March 12, 2008 Decision, pp. 6 and 8.



31. At the oral hearing of the motion, questions arose in respect of the impact of the additional conditions and undertakings to the LTC approval. In response to questions raised by counsel, the Board panel stated that in the event that there was non-compliance with these conditions, either party could apply to the Board for an order declaring that the LTC is terminated by reason of a breach of the conditions of the LTC. Specifically, in its Oral Decision on February 28, 2008, the Board stated:

(Mr. Kaiser) "The amended leave to construct which, incidentally, we will complete before we leave here today, makes this leave to construct contingent on compliance by the two parties regarding the undertakings set out in the schedule .

It is our understanding that this schedule has been prepared on consent of both parties. That means that in the event any of these dates or undertakings are not met, the leave to construct is null and void. These are conditions of the leave to construct going forward. (pp. 142-143)

This leave to construct will expire if NRG and IGPC cannot meet their requirements. Once it expires, it will be open to any other party to apply to the Board for a leave to construct." (p. 144)

We have now added the clause which counsel will draft that provides that it will be on application of either party for termination. They will have a right to come to the Board, to have the Board declare the leave to construct terminated by reason of a breach of the clause, and we will have a finding of fact of whether there was a breach of the clause and we can introduce an interim mechanism to take care of that technicality.

Obviously, if this happens, it will be serious. The parties will know this [there] is a real prospect this leave to construct is going to be terminated ..." (pp. 148-149)

32. The Decision and Order of the Board dated March 4, 2008 also specifically states, at pages 5 and 6, that:

"Amendments to the Leave to Construct

Disputes in this proceeding arose as to whether NRG was delaying certain aspects of the construction. NRG in response indicated that it had not received the Delivery Letter of Credit. At the hearing, the parties agreed to a schedule that sets out mutual obligations and the timing of certain events. They have agreed that this Schedule will be added to and form part of the existing Leave to Construct Decision and that in the event of non-compliance, either party may apply to the Board for termination of that Leave to Construct Decision. In the event of termination, it would be open to other parties to apply for a leave to construct for this facility.



The wording of this new condition in the Leave to Construct Decision is attached to this Decision as Schedule C. It will form a new paragraph 6 in the Conditions of Approval, reproduced in Schedule A of this Decision.”

*The Libel Lawsuit*

33. Upon receiving NRG’s demand for a \$31.915 million LC, IGPC issued a Press Release, dated February 11, 2008, which included a reference to IGPC’s submission to the OEB in respect of the Aylmer Motion. In February 15, 2008, IGPC received a Notice of Intended [Libel] Action from counsel to NRG. NRG issued a Statement of Claim (**Exhibit C, Tab 10**) in the Ontario Superior Court of Justice against IGPC and IGPC Ethanol Inc. on October 16, 2009, claiming general damages in the amount of \$20,000,000; punitive damages in the amount of \$100,000; pre-judgment and post-judgment interest, costs, and applicable taxes (“**Libel Action**”). During the year and a half which elapsed between the date of the Notice and date of the Statement of Claim, no issue or discussion occurred in respect of the Libel Action.
34. On October 21, 2009, counsel for IGPC accepted service of the Statement of Claim on behalf of IGPC. Despite the passage of more than five years, NRG has not prosecuted the Libel Action with any vigour. Indeed, examinations for discovery, one of the early steps in the prosecution of a lawsuit, have not taken place. NRG did not raise the Libel Action as a matter that has had an impact on its revenue requirement during its Rates Application (EB-2010-0018).
35. While IGPC considers the Libel Action to be frivolous and vexatious and would not otherwise have raised the matter in this proceeding, it became necessary to raise this matter as a result of the demand by NRG’s principal, Mr. Tony Graat, in a letter to IGPC dated July 9, 2012 (**Exhibit C, Tab 7**) that “*NRG can not [sic] enter into any discussions regarding possible new business or changes to existing business arrangements until major disagreements have been resolved.*” There is no question that this demand included the resolution of the Libel Action. This demand is and remains part of IGPC’s complaint in respect of NRG’s refusal to provide gas distribution services. The circumstances giving rise to this complaint are set out more fully at Issue 1 later in this evidence.



*Completion of the Pipeline*

36. With IGPC dealing with the material suppliers and Pipeline construction contractor directly in many respects, the construction of the Pipeline proceeded relatively smoothly, with the some notable exceptions. One issue which arose related to the nomination by NRG, without any discussion with IGPC, of the full delivery of gas supply for the Pipeline for the month of July 2008 before the Pipeline and the Facility were fully completed and commissioned. In fact, IGPC had tried on numerous occasions to discuss the commissioning and startup with Mr. Bristoll of NRG. However, Mr. Bristoll failed to respond.
37. After learning of the nomination of gas volumes from its gas marketer, IGPC had to scramble to make arrangements to avoid penalties by the purchase of a yet unrequired gas supply. To minimize the loss, IGPC was forced to purchase approximately \$1,000,000 in gas and immediately re-sell it as IGPC was not in a position to take delivery prior to the Facility being commissioned. As a result of this unplanned activity, IGPC incurred a loss of about \$100,000.
38. The facts surrounding this conduct by NRG are as follows. The Pipeline was tested with gas first being introduced into the line in early July 2008. Without a request from IGPC, NRG began invoicing IGPC for the full delivery of gas on July 15, 2008, despite the Facility not being fully operational. Indeed, this was subsequently recognized by the Board in EB-2010-0018 where it determined that the Pipeline should be included in rate base only as of August 1, 2008. IGPC ultimately started receiving natural gas at contract volumes in September 2008. There is simply no justification for NRG's conduct requesting, without authorization, the delivery of gas volumes in July 2008.
39. Since this time, IGPC has received volumes of gas that are materially similar to those contemplated in the GDC. IGPC has paid all reasonable amounts invoiced by NRG on a timely basis.
40. As part of the settlement in the EB-2010-0018 NRG Rates Proceeding, the rate of depreciation of the Pipeline was set at 5% - which is a very accelerated rate atypical for a steel pipeline. The effect of this is that NRG will recover all of the capital costs it



incurred in respect of the Pipeline over a much shorter term than is normally the case. This reduces risk to NRG.

41. Indeed, with the passage of almost five years since the completion of the Pipeline, IGPC's contributions towards the capital costs of the Pipeline, as recovered annually through the depreciation costs included in NRG's rates payable by IGPC total more than \$1 million. This brings the current undepreciated value of the Pipeline down to less than \$4 million, a figure which NRG has confirmed as correct.
42. Following the completion of the Pipeline, IGPC requested that NRG undertake its reconciliation of the capital costs of the Pipeline.

*NRG's Fiscal 2011 Rates Application (EB-2010-0018)*

43. On February 20, 2010, NRG filed its Rates Application for rates effective October 1, 2010. Not having received the reconciliation from NRG, despite this requirement being a condition of the PCRA and a condition to the LTC approval, IGPC intervened in NRG's Rates Application for purposes of attempting to determine the actual reasonable costs of the Pipeline which would then determine the amount of the capital contribution which IGPC should have paid and the amount of the LC which it provided as security.
44. As IGPC and NRG were unable to resolve differences over the costs of constructing the Pipeline, on August 3, 2010, IGPC filed a Motion under the LTC proceeding (EB-2006-0243) for, *inter alia*, a determination of the actual capital cost of the Pipeline and the actual aid-to construct as defined by the PCRA, and a determination of the financial assurance that IGPC is obligated to provide to NRG as financial security for the Pipeline and for the delivery of gas as set out in the PCRA and the GDC. The Board decided to hear this motion contemporaneously with NRG's Rates Application given the relevance of unresolved issues.
45. At an oral hearing in respect of the Motion held on September 27, 2010 (which was followed by the commencement of the NRG's Rates Application), the Board determined that it would only hear issues identified in the Motion that had potential rate impacts as



part of NRG's Rates Application. IGPC indicated that it would recast its Motion once the Board rendered its Decision on rates matters.

46. The Board issued its Decision and Order on December 6, 2010, determining NRG's rates for the 2011 rate year (effective October 1, 2010); ordering, *inter alia*, that the Pipeline should be closed to rate base on August 1, 2008; and requiring NRG to make the appropriate changes in its draft Rate Order to reflect this date. NRG's Final Rate Order was issued by the Board on February 17, 2011.
47. It is important to note that the amounts included in rate base pursuant to this Board Order were based upon a total capital cost for the Pipeline as calculated by NRG, of which approximately \$1 million was the subject of dispute. Had these costs been removed from the total costs of the Pipeline for the purposes of determining the amount closed to rate base, the amount that would have been included in rate base would have been reduced. This is the subject of Issues 2 and 3 dealt with in further detail later in this evidence.
48. A second phase of the proceeding was directed by the Board to address, *inter alia*, the incentive rate mechanism ("**IRM**") component of NRG's Application for 2012 and beyond. NRG revised its IRM Plan, which it ultimately filed on May 6, 2011.

#### *IGPC's Recast Motion*

49. By letters dated May 16, June 7, and July 6, 2011, IGPC formally requested the Board to proceed with two processes, including the consideration of NRG's IRM proposal, and the unresolved issues in respect of the capital costs of the Pipeline. IGPC filed supplemental submissions on August 19, 2011.
50. Following its consideration of the submissions, filed, the Board issued its Decision and Order on May 17, 2012, finding, *inter alia*, that the Board lacked the statutory powers to resolve the remaining issues concerning the total costs of the Pipeline. IGPC appealed this Decision and Order to the Divisional Court.
51. Subsequently, this Decision and Order of the Board became the subject of a Review proceeding commenced by the Board on its own Motion on October 4, 2012 (EB-2012-



0396). Briefly stated, the review involved the reconsideration of the May 17, 2012 Decision and Order in respect of the Board's conclusion that it lacked jurisdiction in respect of the determination of the actual capital costs of the Pipeline.

52. By a Decision with Reasons dated February 7, 2013, the Board found that it did in fact have jurisdiction in respect of such matters. As a result, the Board has included Issues 2 and 3 in this proceeding to consider the actual costs of the Pipeline, the appropriate amounts of the capital contribution and financial assurance.

*Earlier Proceedings Reviewing the IGPC Capital Costs*

53. Over the course of several proceedings and motions, IGPC identified those costs it considered reasonable and those costs it considered unreasonable and which should not be included in the costs of the Pipeline used for the purposes of determining the aid to construct and the amount included in NRG's rate base. Briefly stated, these costs included the administrative penalty that NRG was ordered to pay in the amount of \$140,000 that it never paid. Disputed costs also included contingency costs which, while appropriate for the purposes of determining a forecast cost, are not appropriate for inclusion in the actual costs of a capital facility, as such costs are not actually incurred. IGPC also disputed the excessive interest costs included, costs for which NRG could provide no or inadequate substantiation, and costs which did not appear related to the construction of the Pipeline, or which appeared inflated. In total, IGPC disputed costs in excess of \$1million.
54. Where NRG substantiated costs that had not earlier been substantiated by any proof of payment, IGPC modified its position where the costs were reasonable. One such example was the cost of land purchased by NRG from Union Gas for the custody transfer station. Once this item was documented, IGPC agreed it was a reasonable cost.
55. IGPC has prepared an up-to-date table of costs which it agrees are proper and form part of the capital costs of the Pipeline. It has also prepared an up-to-date list of those costs which it continues to dispute. Each of these tables and further particulars of IGPC's



concerns in respect of the capital costs claimed by NRG are set out under Issues 2 and 3 later in this evidence.

*Complaint Application by IGPC and Review Proceeding*

56. On October 11, 2012, IGPC filed an Application (EB-2012-0406) in the form of a complaint (“**Complaint**”) with the Board pursuant to Subsection 42(3) of the OEB Act seeking the following relief:
- (a) an Order pursuant to Subsection 42(3) of the Act requiring NRG to provide gas distribution services and gas sales as requested by IGPC to meet its facility expansion and upgrading plans;
  - (b) a Decision and Order that NRG’s invoices to IGPC dated August 24, 2012 and September 27, 2012 contain charges, fees and rates that are not the subject of a Board Order and are thereby contrary to Subsection 36(1) of the Act and are thereby null and void;
  - (c) a Decision and Order that certain costs claimed by NRG for the construction of the pipeline which supplies natural gas to IGPC were not incurred, and in respect of those costs incurred, whether they were reasonably and prudently incurred;
  - (d) an Order or Orders pursuant to Section 19 and Subsections 36(2), (3) and (7) requiring NRG to appropriately adjust the capital contribution paid to NRG by IGPC and the security deposit paid and posted by IGPC in accordance with the conditions to the Leave to Construct approval and IGPC’s covenants as approved by the Board in its Decision of March 4, 2008 (EB-2006-0243);
  - (e) an investigation into contraventions of the Act by NRG in respect of whether the IGPC Pipeline Post Construction Report was prepared and filed by NRG contrary to the Board’s Order in EB-2006-0243 and/or whether it contains false or misleading information, and the consideration of those directors and/or officers that caused, authorized, permitted or acquiesced in respect of this conduct;



- (f) in the alternative to Clause (a) above, an Order terminating the Leave to Construct approval dated February 2, 2007, as amended by the Board's Oral Decision dated February 28, 2008 and Decision and Order dated March 4, 2008 in the EB-2006-0243 proceeding, on such terms as seems just and appropriate, and such further or other relief as the Board deems appropriate for the circumstances;
  - (g) its costs of this application on a complete indemnity basis; and
  - (h) such further and other relief as counsel may advise and the Board permits.
57. On February 11, 2013, the Board issued a Notice of Application and Written Hearing relating to the Subsection 42(3) of the OEB Act issues identified in IGPC's October 11, 2012 Complaint. Given the timing and the overlapping issues between the Complaint and the Board's Review proceeding (EB-2012-0396), which ultimately led to the Board determining that it did have jurisdiction over the capital costs of the Pipeline and the appropriate amount of the capital contribution payable by IGPC and the LC, the Board issued a Notice of Application on April 2, 2013 initiating the within proceeding, effectively combining the Complaint and the proceeding to review the capital costs payable by IGPC and the amount of the LC.

## **RESPONSES SPECIFIC TO THE ISSUES**

### ***ISSUE 1:***

*Is an Order of the Board requiring NRG to provide gas distribution services and gas sales to IGPC to meet its facility expansion and upgrading plans necessary and appropriate?*

58. As noted earlier, IGPC is desirous of undertaking investment in the next 20 to 36 months which would result in new product offerings, reduce costs, and secure its continuing success into the future. These investments may require the receipt of additional volumes of natural gas. Accordingly, IGPC approached NRG for the purposes of securing gas distribution services to support the additional volumes required. The chronology of events is as set out below.



59. By letter dated June 18, 2012, IGPC wrote to Mr. Jack Howley, NRG's Operations Manager, in Aylmer, Ontario, to request a meeting to discuss the potential for increased natural gas demand load to support IGPC's expansion plans, as referred to above. A copy of the letter is found at **Exhibit C, Tab 4**.
60. Based upon the evidence in EB-2006-0243 (the Leave to Construct Application), IGPC understood the IGPC Pipeline had sufficient unused capacity to accommodate the additional loads. However, IGPC wanted to confirm this and to discuss the potential need to undertake modifications to the customer station to accommodate the increased load.
61. NRG responded in a letter dated June 18, 2012, authored by its President, Mr. Anthony Graat, stating that all correspondence other than operational emergencies should be addressed directly to Mr. Graat, at Ayerswood Development, London, Ontario. NRG has no plant and no franchise in London, Ontario. A copy of the letter is found at **Exhibit C, Tab 5**.
62. By letter dated July 3<sup>rd</sup>, 2012, IGPC wrote to Mr. Anthony Graat, in London, Ontario, referencing, *inter alia*, its expansion plans and requesting an opportunity to meet to discuss what would be required for the increase in load. A copy of this letter is attached at **Exhibit C, Tab 6**.
63. Mr. Graat's response dated July 9<sup>th</sup>, 2012 is attached at **Exhibit C, Tab 7**. This letter contains three completely unacceptable demands which are contrary to the OEB Act, the Board's Rules, and the contractual obligations included in the PCRA, GDC and Bundled T.

#### *Refusal to Serve and Unlawful Demands*

64. The OEB Act, at Subsection 42(2), obligates a gas distributor to provide gas distribution services when requested in writing. IGPC has made such a request; yet NRG's letter authored by its President, Mr. Graat, states that:

"NRG cannot enter into any discussions regarding possible new business or changes to existing business arrangements until major disagreements have been resolved" (emphasis added).



65. In other words, IGPC will not be permitted to discuss its expansion plans nor will NRG entertain any discussions regarding additional gas distribution services or gas sales until IGPC settles unrelated issues.
66. As the Board is probably aware, there are three outstanding disputes between IGPC and NRG:
- (a) NRG has refused to complete a proper reconciliation of the capital cost of the IGPC Pipeline and return any overpayments;
  - (b) NRG has refused to reduce the financial security held in respect of the IGPC Pipeline;
  - (c) NRG has sued IGPC for more than \$20,100,000 for the tort of malicious falsehood in the Libel Action.
67. NRG is clearly linking its obligation to provide gas distribution sales and services to these issues. The first two issues above fall within the jurisdiction of the Board and are dealt with at Issues 2 and 3 below. The third issue relating to the Libel Action is a matter relevant to Issue #1, as are the following additional demands from Mr. Graat's July 9, 2012 letter.

*Demand for the payment of unapproved charges*

68. In addition to the above, Mr. Graat, in the third paragraph of his July 9, 2012 letter, refuses to entertain discussions about the requested additional gas sales and services required by IGPC unless IGPC pays an extraordinary additional amount over and above NRG's Board approved rates.
69. The demand by a rate regulated utility for additional unapproved payments over and above Board approved rates and charges appear contrary to the OEB Act.
70. NRG lacks the manpower and expertise to undertake the design and modification of any required changes to the customer station. It is likely that it would again retain the services of Lakeside Controls. Costs payable to Lakeside Controls for its services and the capital costs of any modifications to the regulator station would be reviewed for



prudence and recovered in accordance with standard OEB rules including the application of E.B.O 188.

71. IGPC denies that a material amount of time will be required by anyone at NRG to facilitate the additional volumes IGPC is requesting. Accordingly, Mr. Graat's demand should be seen as an abuse of NRG's position as the monopoly natural gas utility in Aylmer. NRG is, in effect, holding IGPC hostage by its demand that IGPC agree to a financial compensation methodology satisfactory to NRG in advance of any discussions, meetings or work ever having been undertaken.
72. Despite a virtual lack of communications with NRG in respect of IGPC's expansion plans because of the position taken by NRG, Mr. Graat, by letter dated August 24, 2012, forwarded an invoice totalling \$6,427.75 for "time and expenses spent to date on the Potential Expansion of IGPC Facility." The invoice includes hourly rates for unknown persons of \$500 and \$750, an unsupported and unexplained "MIG Charge" and a 15% administration charge. By a letter dated September 27, 2012, NRG submitted a second invoice for \$448.64 in respect of further unsupported and unexplained work. These invoices confirm Mr. Graat's earlier threat and intention of demanding unlawful unapproved fees and charges from IGPC. These are the rates that NRG is demanding that IGPC accept as a precondition to NRG complying with its statutory obligations. Attached at **Exhibit C, Tab 8** are copies of Mr. Graat's letters and the two NRG invoices. Also attached at **Exhibit C, Tab 9** are a letter dated July 24, 2012, from Mr. Graat, and IGPC's response the following day.
73. Another "major disagreement" (Mr. Graat's words) is the \$20,100,000 damages lawsuit, the Libel Action, which NRG commenced against IGPC and its wholly owned subsidiary, IGPC Ethanol Inc., in October 2009. A copy of the Statement of Claim and IGPC's Statement of Defence is found at **Exhibit C, Tabs 10 and 11**.
74. This lawsuit relates to a Press Release issued in February 2008 which, *inter alia*, refers to a motion filed by IGPC with the Board, prompted in part by NRG's demand for a letter of credit of approximately \$32 million in respect of the IGPC Pipeline, a pipeline which had an estimated total cost to construct of only \$9 million.



75. NRG alleges that this Press Release caused it damages, which damages appear to include the Board's Decision of May 5, 2009 refusing NRG's request for a 20-year renewal of its franchise agreement with the Town of Aylmer, instead granting a three-year renewal term. Despite the fact that this three-year renewal was recently extended to 20 years by the Board, the Libel Action remains alive.
76. The failure of NRG to have done anything to prosecute the lawsuit in the almost four years that the action has been outstanding is consistent with the fact that the lawsuit has no merit and NRG has sustained no damages.
77. It is clear from Mr. Graat's letter of July 24, 2012 that he sees the request for additional gas distribution services as a basis to further try and coerce IGPC into accepting some unfavourable and inappropriate outcome to the Libel Action.
78. It is important that IGPC's ability to properly defend itself against this lawsuit not be compromised. It is equally important that the Board not acquiesce in the face of NRG's behaviour by failing to take steps to prevent NRG from abusing its monopolistic position.
79. IGPC will only agree that the lawsuit should be dismissed in its entirety. The costs of prosecuting this lawsuit, which is of benefit to no one and is not a normal cost of doing business, should not be recoverable from any of NRG's ratepayers and certainly should not be used as a basis to deny gas distribution services.
80. The pattern of NRG's conduct described above is consistent with its pattern of dealing poorly with gas marketers, the Town of Aylmer, Union Gas and individual ratepayers.

### **ISSUES 2 AND 3**

2. *With respect to the cost items listed below, what is the appropriate amount to be included in determining the capital cost of the IGPC pipeline facilities?*
3. *Are the capital contribution amounts and the financial assurance provided to NRG by IGPC for the existing NRG facilities serving IGPC reasonable?*

### **Overview**

81. Issues 2 and 3 are dealt with here together because many of the facts which are relevant to both issues overlap. It is therefore appropriate to provide an overview which



relates to both of these issues. This will be followed by evidence specific to each of Issues 2.1 through 2.7. Any further evidence relevant to Issue 3 is set out under that subheading below.

82. In order to construct the IGPC Pipeline that serves the Facility, NRG obtained LTC approval from the Board. As part of that application and the Pipeline's capital cost recovery, NRG committed to complete an economic analysis in accordance with the Board's Decision in E.B.O 188. It further committed to reconciling forecast costs with actual costs incurred to ensure all ratepayers, including IGPC, were adequately protected. The Board determined such an approach adequately protected all ratepayers in the LTC Application (EB-2006-0243).
83. As a result of this economic analysis IGPC paid \$3,538,792.47 as a contribution in aid of construction. This figure includes monies paid directly to third party suppliers and Union. In addition, IGPC provided financial assurance in the amount of \$5,214,173.00 (**Exhibit C, Tab 12**) to completely secure the cost of the pipeline included in rate base. This financial assurance is to be reduced as the pipeline is depreciated.<sup>2</sup>
84. Pursuant to the LTC approval granted by the Board including, importantly, the mutual covenants of IGPC and NRG which form additional Conditions of Approval which were ordered by the Board in its Decision and Order dated March 4, 2008 (EB-2006-0243), NRG was required, as a condition to the LTC approval, to provide a reconciliation of the forecast costs with the actual costs of the pipeline to determine if there should be any adjustment in the amount paid by IGPC as a capital contribution and in respect of the security posted.
85. Despite the passage of more than 4-1/2 years since the Pipeline became operational, NRG continues to refuse to provide a proper accounting and remains in non-compliance with conditions imposed by the Board to the LTC approval. The fact is that the costs of constructing the pipeline were lower than the forecasted costs. IGPC believes it is, therefore, owed a refund by NRG of at least several hundred thousand dollars. IGPC

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<sup>2</sup> This is the specific finding of the Board in its Decision and Order dated February 2, 2007 (the Leave to Construct) at page 3, and the Board's Decision dated March 12, 2008, at page 3 (EB-2006-0243).



also believes that the amount included in rate base by NRG requires adjustment to reflect actual costs.

86. NRG attempts to justify this misconduct by referencing non-existent contingency costs of \$132,000 or exaggerated costs including the \$140,000 administrative monetary penalty imposed by the Board against NRG given its refusal to comply with the Board Order following the emergency motion brought by IGPC in 2007. This administrative penalty was subsequently withdrawn by the Board and was never paid.
87. In respect of Issues 2.1 through 2.7, IGPC has asserted that costs are unreasonable for the following reasons:

#### **Issue 2 Capital Cost of the IGPC Pipeline**

88. IGPC is contesting the reasonable actual capital costs of the Pipeline. The costs of the Pipeline are considered in Issue 2 with sub-issues regarding specific claimed costs which are in dispute. Since the Decision and Order in EB-2010-0018 – the NRG Rates Proceeding - there has been no detailed presentation of the capital costs claimed by NRG. On July 24, 2012, NRG submitted the Post Construction Report for the Pipeline which provided a summary of capital costs at a high level (**Exhibit D, Tab 1**). IGPC's comments regarding each issue are based upon positions that were advanced by NRG during the EB-2010-0018 proceeding.
89. The Table found at **Exhibit D, Tab 2**, provides a detailed listing of the cost claims by NRG as understood by IGPC. The first column provides the cost item such as the Prime Contractor or Administrative Penalty. The second column provides the amount IGPC understands has been included in NRG's claimed costs for the Pipeline. The third column provides the amounts of the capital costs which IGPC views as reasonable. The rows highlighted in blue are the costs that are in dispute.
90. These disputed costs have been summarized in Table 1 below. Detailed explanations regarding the disputed costs follow.

<b>Table 1 Summary of Disputed Capital Costs of the Pipeline</b>			
<b>Issue</b>	<b>NRG</b>	<b>IGPC</b>	<b>IGPC</b>



	<b>Claimed Amount</b>	<b>Disputed Amount</b>	<b>Accepted Amount</b>
2.1 Legal Costs (excluding contingency)	\$640,494	258,222	\$382,272
2.1 Legal Costs (contingencies)	\$132,000	\$132,000	\$0
2.2 Contingency	\$100,000	\$100,000	\$0
2.3NRG Employee Costs	\$397,945	\$275,445	\$122,500
2.4 Interest During Construction	\$190,605	\$165,605	\$25,000
2.5 Insurance and Other Costs	\$93,603	\$87,322	\$6,281
2.6 Administrative Penalty	\$140,000	\$140,000	\$0
<b>Total</b>	<b>\$1,694,647</b>	<b>\$1,158,594</b>	<b>\$536,053</b>

Copies of the disputed invoices in respect of Issues 2.1, 2.2, 2.3, 2.4 and 2.5 are attached as **Exhibit D, Tabs 3 through 10.**

91. The original forecast of the capital cost of the Pipeline was filed in EB-2006-0243 [Exhibit C, Schedule 4] and had a total cost of \$9,100,001. A copy of this cost forecast is found at **Exhibit C, Tab 1.**
92. The forecast capital cost of \$9,100,001 included approximately 28.5km of NPS 6 steel pipeline, a check measurement station ("**Check Measurement Station**") where the pipeline meets the Union Gas distribution system and a customer meter station at the IGPC Ethanol Facility. NRG never built the Check Measurement Station. While no broken down cost was provided, it is reasonable to assume that the elimination of one of the elements of the Pipeline would reduce costs. In addition, the forecast included \$988,381 for contingency [EB-2006-0243, Board Staff I.R.#1], and \$235,000 [EB-2006-0243, IGPC I.R.#3], related to land rights of which only \$12,605 was needed to purchase land from Union Gas.

## **2.1 Legal Costs (\$258,222, excluding contingency and \$132,000 contingency)**

93. IGPC has contested almost \$258,222 of the \$640,494 for legal services for which NRG has provided invoices. In EB-2010-0018, IGPC IR #17, NRG has acknowledged \$135,279.38 being spent on the two motions.
94. It is IGPC's position that the capital cost of the pipeline should not include any costs related to:



- (a) the costs for the June 2007 Emergency Motion and IGPC's 2008 Motion in response to NRG's demand for a \$32 million LC;
- (b) NRG's appeal of the administrative penalty;
- (c) the police investigation regarding NRG's holding of customer security deposits;
- (d) costs related to NRG's nomination of gas supply for July 1, 2008;
- (e) contingency; or
- (f) the renewal of the Town of Aylmer's franchise.

<b>Table 2– Summary of Disputed Legal Costs</b>			
<b>Description of Disputed Claim</b>	<b>Ogilvy Renault</b>	<b>Lenczner Slaght</b>	<b>Harrison Pensa</b>
June 2007 Emergency Motion	\$56,204	\$23,003	
NRG Appeal of Emergency Motion		\$47,949	
IGPC 2008 Motion in response to NRG's demand for a \$32 million LC (includes libel claim)		\$72,553	
Franchise Negotiations		\$4,000	
Police Investigation		\$4,000	
Over –lawyering, providing shareholder advice Leave to Construct and Contract Negotiation Duplication	\$25,000		\$6,425
Gas Nomination		\$2,000	
Project Management		\$15,000	
Contingency	\$132,000		
Post July 2008 Costs	\$2,000		
<b>Totals</b>	<b>\$215,204</b>	<b>\$168,506</b>	<b>\$6,425</b>

- 95. In addition, IGPC noted that NRG had multiple law firms and lawyers reviewing the same issues and was paying a lawyer's rate for project management. For instance, Harrison Pensa reviewed the agreements negotiated by Ogilvy Renault (now Norton Rose) – a firm with extensive experience in this area.
- 96. NRG has attempted to re-litigate the appropriateness of the Board's June 2007 decision in the Motion using after the fact evidence. The Board made its Decision and Order.



Partial re-litigation is inappropriate. The first motion was precipitated by NRG's refusal to sign its own Bundled T Agreement, despite such agreement having been sent for execution by legal counsel, Mr. P. Moran, two weeks earlier.<sup>3</sup>

97. NRG never provided an explanation for not signing the Bundled T and the Consent Agreement. Further, a review of Mr. Bristoll's timesheet and Renault invoices indicate that several hours had been spent on reviewing this standard form agreement prior to the refusal to execute. The imposition of a severe penalty was critical to the survival of the project. Mr. Grey was very clear in his testimony that the Board's order was crucial.

*"MR. KING: It was an annoyance?"*

*MR. GREY: No, it was not. In fact, it is my understanding -- again I wasn't there -- that if it wasn't for the fact that the Board had ruled so severely against NRG in that motion, that the deal would have fallen apart, that we would have had to return the funds out of escrow.*

*That would have led to our financing falling apart, which would have led to our government support falling apart.*

*MR. KING: How can you be sure of that? How can you be sure of that? There was no - - what comfort would anyone have taken that NRG would have signed the contracts?*

*I am not disputing people were displeased with NRG not signing the contracts.*

*MR. GREY: This goes beyond being displeased. This is something -- and I have had very detailed discussions with our creditors about as well, and -- because I wanted to understand this.*

*And they have confirmed that this was, in fact, a very, very real and distinct threat to our project."*

98. IGPC was successful in the motion and the Board ordered NRG to execute the Bundled T and the Consent Agreements.
99. While NRG commenced an appeal of the emergency motion, it did not proceed to have the Divisional Court hear the matter as a result of the Board revisiting the Administrative Penalty (EB-2010-0374).

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<sup>3</sup> Ogilvy Renault invoice confirms execution copy forward to M. Bristoll by Mr. P. Moran on June 15, 2008.



100. The second motion was precipitated by the demand for \$31.915 million in financial assurance.<sup>4</sup> The Board confirmed the appropriate amount of financial assurance was approximately \$5.3 million as provided in the PCRA. Again, NRG's demand was without merit and put IGPC to great expense merely to have NRG perform its obligated tasks.
101. Throughout the second motion, and in much of the remainder of the dispute, NRG has asserted that IGPC had not provided the Delivery Letter of Credit. The Delivery Letter of Credit requires the parties to know the cost of the Construction Agreement in order to calculate the amount of Delivery Letter of Credit.<sup>5</sup> However, the Construction Agreement was not finalized until weeks after the second motion occurred and so no proper demand, or obligation to provide such financial assurance, could have existed prior to March 2008. IGPC provided the Letter of Credit in the amount of \$5,214,173 as required by the PCRA in the spring of 2008.
102. Again, IGPC was successful at the motion. NRG's position and demand for \$31.915 million in financial assurance was completely unreasonable. As such, NRG should not be permitted to recover any costs associated with such a motion.
103. Amounts claimed for the negotiation of the franchise agreement or the police investigation have nothing to do with the Pipeline and therefore should not be included in its costs.
104. The legal contingency amount claimed has been varying up to \$132,000 and between the law firms. NRG admitted in EB-2010-0018, during the technical conference, that it had no plans for where this money would be spent. It is not appropriate to capitalize nor include into rate base costs that have not been incurred.

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<sup>4</sup> Transcript, Vol. 2, September 9, 2010, page 22, lines 3 to 22.

<sup>5</sup> PCRA, Section 7.3 "Prior to the award of the Construction Agreement by the Utility, the Customer shall provide to the Utility an irrevocable letter of credit ("Delivery Letter of Credit") in an amount equal to difference between the Revised Estimated Capital Cost and the Revised Estimated Aid-to-Construct." Section 3.6 provides "The contingency amount to be included in the Revised Estimated Capital Cost shall be limited to a maximum of ten percent of the Construction Agreement cost." Without the cost of the Construction Agreement, the Revised Estimated Capital Cost can't be determined and the Delivery Letter of Credit can also not be calculated or demanded.



## **2.2 Contingency Costs (Disputed Amount \$100,000)**

105. Throughout the various proceedings the amount of contingency fluctuated. In 2012, NRG filed its Post Construction Report (**Exhibit D, Tab 2**) which identified \$100,000 in contingency amounts.
106. Contingency by definition are monies not spent. As such the capital cost of the Pipeline should not include contingency amounts. Mr. Cowan, witness for NRG concurred that the "Actual Capital Costs" definition included a requirement that the costs be actually incurred.

**MR. STOLL:** I want page 2, and it is definition 1.2(b), actual capital cost.

Can you read the definition, please?

**MR. COWAN:** "Actual capital cost means the reasonable actual capital cost as provided for in article 3."

**MR. STOLL:** Right. So -- and would you agree that that definition incorporates three concepts regarding the cost: one, it must be reasonable; two, it must be actual; and, three, it must be capital in nature?

**MR. COWAN:** I agree.<sup>6</sup>

107. There is no justification to include costs not incurred. Contingencies should be excluded.

## **2.3 NRG Staff Costs – M. Bristoll (Disputed Amount \$275,445)**

108. IGPC is disputing the costs claimed, \$397,945, in respect of Mr. Bristoll. IGPC has indicated that a more reasonable cost to include would be \$122,500.
109. The dispute is centred on both the claimed number of hours and the rate charged for such hours.

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<sup>6</sup> EB-2010-0018, Transcript, September 9, 2010, page 31



110. In EB-2006-0243, NRG included \$75,000 in respect of NRG Staff Costs. IGPC has agreed to the NRG Staff costs related to commissioning the Pipeline. At a rate of \$295/hour, NRG was forecasting 254 hours of Mr. Bristoll's time.
111. NRG claimed in total \$397,945 or a total of 1,349 hours or more than 5 times the forecast hours.

*Improper Rate*

112. IGPC of the view that a rate of \$295 per hour is unreasonable.
113. Mr. Bristoll had no demonstrated experience in the project management of a leave to construct application or the construction of a steel pipeline. Further, prior to working for NRG Mr. Bristoll had no experience working for a regulated utility. The hourly rate claimed is 2.5 times the price of Senior Project Engineers from MIG Engineering – a rate that includes a profit for the engineering firm.<sup>7</sup> The fact is that Aecon designed the Pipeline, MIG Engineering provided in-field inspections, Lakeside Controls designed and built the Customer Meter Station, all with the need for only minimal supervision by NRG.
114. The PCRA is premised on actual reasonable capital costs. Further, the Board's Uniform System of Accounts for Class A Utilities (April 1, 1996) ("**Accounting Handbook**"), see excerpt below, indicates that a utility may include the cost of internal labour. At no place is a "*market*" based approach to internal labour charges contemplated.

*"If the plant is constructed by or for the utility, the cost to be recorded shall include the cost of labour, material and supplies, special machine and heavy work equipment expense, transportation, contract work, insurance, injuries and damages, privileges and permits, overhead charged to construction and allowance for funds used during construction.*

*A. Components of Construction Costs*

*(a) Labour: includes the amount paid for labour, (including fringe benefits) to the utility's own employees. When employees are specifically assigned to construction work, their pay, while thus engaged, shall be included in the cost of the work.....*"<sup>8</sup>

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<sup>7</sup> Affidavit of Robert Cowan dated August 26, 2010, Exhibit C, page 2.

<sup>8</sup> Ontario Energy Board, *Uniform System of Accounts for Class A Utilities*, April 1, 1996, Appendix A, s. 1



115. NRG admits that it used a market based rate not a cost based rate. NRG attempted to justify its position based upon a “fully allocated cost” of \$600/hour which it has not substantiated. IGPC disputes this amount and believes that it is inconsistent with the provisions of the Accounting Handbook.
116. NRG did not provide produce evidence about Mr. Bristoll’s salary compensation. The Board has been left without information needed for a proper decision.
117. Because the PCRA and the Board’s Accounting Procedures Handbook was based upon actual cost, IGPC has assumed a rate of \$100.00/hour. This rate was estimated by using a \$75.00 per hour charge (\$150,000 annual salary) with a 33% loading (overhead) factor. IGPC provided a rationale for its labour rate based upon an assumed salary which IGPC feels is reasonable.

*Overstated Hours*

118. With respect to Mr. Bristoll, IGPC understands the claim is for \$397,945 (Affidavit of Mr. Cowan, Exhibit E, EB-2006-0243) at an hourly rate of \$295.00. This results in a total of 1,349 hours.
119. In reviewing the information provided, IGPC estimated that approximately 133 hours were not appropriate. NRG has indicated that it will remove 12 hours related to double counting. We estimated a further 121 hours were not related to the pipeline or were related to the motions and appeals. Table 3 provides a summary of the disputed quantity of hours.

<b>Table 3 – Hours Disputed</b>		
<b>Time frame</b>	<b>Hours</b>	<b>Reasons</b>
December 2006	23 hours	Admitted double entry + mismatch of times
June 2007	20 hours	Emergency Motion
July 2007	20 hours	Emergency Motion/Appeal
August 2007	10 hours	Appeal
February 2008	30 hours	2008 Motion (30 of 73 hours for month)
March 2008	30 hours	2008 Motion (30 of 118 hours for month)
<b>Total</b>	<b>133 hours</b>	



120. Subsequent to December 2007, NRG provided spreadsheets which indicated only time spent but provided no detail as to the activity. Without a description of the work undertaken, IGPC was not in a position to accept the amounts claimed in respect of the 850 hours of work claimed.
121. For example, IGPC was concerned that certain hours during June 2008 related to the Franchise issue with the Town of Aylmer as there was a dramatic increase in hours as compared to May 2008. Similarly, it appeared NRG was claiming hours in respect of the Union Gas proceeding, EB-2008-0273.
122. Also, hours related to: (i) the police investigation into the security deposits, which has nothing to do with IGPC; or (ii) solving the issue of the unauthorized gas nomination, which cost IGPC \$100,000, should not be recoverable from IGPC.
123. IGPC has found mistakes, such a double counting, and many hours after the IGPC commenced paying full distribution rates. NRG confirmed certain hours had been double counted. IGPC is of the view that any hours associated with the motions or the appeals are not appropriately included in the capital cost.

#### **2.4 Interest During Construction**

124. IGPC has submitted that interest or allowance for funds used during construction or interest during construction should be approximately \$25,000. In its original claim, NRG was seeking \$190,605 which included interest charges through to October 2008, several months after the Pipeline was cleared to rate base.
125. The Pipeline was energized and placed into service in July 2008. Effective July 15, 2008 NRG commenced invoicing IGPC for the full delivery amount contemplated in the contract despite the fact that IGPC did not actually consume gas until late August 2008. IGPC's position is that the applicable interest rate is prime plus 1% for the applicable period as set out in section 3.8 of the PCRA and that no interest should be charged after IGPC commenced paying full distribution rates.

*"C. Date Placed In Service*



*On the date the plant is placed in service, the utility should cease to record an allowance for funds used during construction on such plant. From that date the utility shall compute and charge to expenses or other appropriate accounts an amount representing depreciation as determined under Section 5, "Depreciation", of these Instructions. Operating revenues received and operating expenses incurred after the date that the asset is placed in service shall be included in the appropriate operating revenue and expense accounts."*<sup>9</sup>

126. Further, IGPC contended that interest should only begin to accrue after the period stipulated in the PCRA, not from the date NRG received the invoice.<sup>10</sup> IGPC's position is in keeping with the PCRA and the Accounting Handbook.
127. The Board's Accounting Handbook provides that interest, or allowance for funds used during construction, should cease once the pipeline is placed into service. The relevant section is provided below. It is IGPC's position that the pipeline was in service as of July 15, 2008 as the pipeline was in operation and NRG was charging and collecting full contracted distribution rates. In its Decision in EB-2010-0018 the Board determined the Pipeline should be included in rate base effective August 2008. No interest should be permitted after the Pipeline is included in rate base and earning a return for the utility.
128. According to Undertaking J1.5, EB-2010-0018 (**Exhibit D, Tab 11**) NRG is still claiming \$105,109.40 in interest including \$73,606.10 which relates to interest after July 15, 2008 – the date when NRG commenced charging full distribution rates. Therefore, by NRG's calculation, using an overstated interest rate, only \$31,503.30 in interest occurred prior to July 15, 2008.
129. NRG's interest calculation used Prime plus 2% as the rate of interest not Prime plus 1% as provided for in the PCRA.
130. Using a correct interest rate would mean the proper inclusion for interest would be approximately \$25,000.

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<sup>9</sup> Ontario Energy Board, *Uniform System of Accounts for Class A Utilities*, April 1, 1996, Appendix A, s. 1

<sup>10</sup> NRG's calculation of interest, prepared by M. Bristoll, claimed \$190,605 but was calculated based upon the time NRG received the invoice. In some instances, NRG did not provide the invoice to IGPC for several months for payment yet NRG was accruing interest contrary to section 3.8 of the PCRA.



## **2.5 Insurance and Other Costs (Disputing - \$87,322)**

131. IGPC has disputed 50% of the Board imposed costs. This is based upon the premise that half of the Board costs are the result of the Emergency and Aylmer Motions, both of which should never have been necessary.
132. IGPC has disputed \$9,360 in claimed costs from Ayerswood Development, a related company to NRG, and IGPC is unclear what service was provided to substantiate such a claim.
133. IGPC has disputed \$9,681 for Neal, Pallett & Townsend who are NRG's auditors. It is unclear why the company needed an auditor as it appears some of the advice related to shareholder taxation issues. As NRG has not demonstrated the appropriateness of the charges, IGPC submits the Board should not permit it to be included.
134. IGPC disputes the inclusion of \$62,000 related to insurance costs. This was an allocated O&M expenditure. No insurance was purchased for the construction project
135. Permitting NRG to recover such an amount as part of the capital cost IGPC Pipeline is not appropriate because:
  - (a) it would permit NRG to double recover the amount – from NRG's ratepayers and from IGPC;
  - (b) the cost of insurance is an O&M expense not capital.
136. In EB-2010-0018, NRG did not allocate any insurance premiums to capital spending. This is consistent with its past practice. IGPC would have commenced contributing to the insurance costs on July 15, 2008 when it began paying full delivery charges.
137. IGPC submits that no insurance should be included in the capital cost.

## **2.6 Administrative Penalty (\$140,000)**

138. IGPC is of the view there is no regulatory support for the inclusion of a penalty or fine imposed by a regulator in rate base, even if it was paid which, in this case, it was not.



139. To permit recovery would encourage utilities to violate their legal obligations because ratepayers will pay for such non-compliance.
140. As a result of a proceeding initiated by the Board (EB-2010-0374), the Administrative Penalty was eliminated and there should be no costs attributable to the Administrative Penalty included in the Capital Cost of the Pipeline.

## **2.7 Costs arising from this proceeding**

141. Issue 2.7 relates to the costs incurred by IGPC arising from this proceeding. IGPC has and continues to incur significant costs. IGPC is of the view it is entitled to receive all of its costs. Further, any such cost award should be in addition to any payment found to be owing to IGPC from NRG. IGPC will provide a detailed cost request at a later date.

### **ISSUE 3:**

*Are the capital contribution amounts and the financial assurance provided to NRG by IGPC for the existing NRG facilities serving IGPC reasonable?*

142. That NRG is required to refund monies and reduce the security posted is beyond question. Briefly stated, in 2008, IGPC provided NRG with a LC in the amount of \$5,214,173.00 as required by the Board-reviewed and approved PCRA. As described below, NRG has not permitted IGPC to replace or substitute the initial LC with a replacement LC even when such replacement does not contemplate changing the amount of financial assurance provided.
143. Section 7.6 of the PCRA provides that the amount of the LC is to be reduced annually to the net book value or the undepreciated value of the Pipeline.
144. Section 7.9 of the PCRA obligates NRG to return any LC held by it, if IGPC is substituting or replacing it with a further LC.
145. To date, despite being in service for 4-1/2 years and the undepreciated value of the Pipeline being reduced by about \$1.5 million, NRG has refused to reduce the LC. Indeed, NRG has threatened in its letter of May 9, 2012 (**Exhibit C, Tab 16**) to seek an increase in the security.



146. According to NRG's response to IGPC Interrogatory No. 3 in EB-2010-0018, filed in August 2011, the amount of the Pipeline in rate base is \$3,978,949 for the 2012 rate year, and for 2013, the amount in rate base will be \$3,735,340.
147. On or about March 14, 2012, IGPC contacted NRG to seek an amendment to the LC and provided an acceptance for NRG to sign back. Based upon the response in EB-2010-0018 to IGPC Interrogatory No. 3, IGPC sought confirmation of the 2012 amount included in rate base of \$3,978,949.00. A copy of the letter and amendment acceptance is found at **Exhibit C, Tab 13**.
148. On March 23, 2012, NRG advised IGPC that the request was under advisement. A copy of the email is attached at **Exhibit C, Tab 14**.
149. Not having received a response, by a letter dated April 23, 2012, counsel to IGPC wrote to counsel for NRG regarding the refusal to reduce the letter of credit and demanded that NRG comply with its obligations. A copy of this letter is attached at **Exhibit C, Tab 15**.
150. NRG's counsel responded to the above-noted letter refusing to not only reduce the LC but threatening to seek an increase in security despite the fact that NRG was currently holding more than \$1.2 million of excess security. A copy of NRG's counsel's letter dated May 9, 2012 is attached at **Exhibit C, Tab 16**.
151. NRG's refusal has continued to this date. Indeed, this refusal has complicated matters recently in respect of IGPC's desire to change lenders. As a result of NRG refusing to accept a replacement LC, IGPC has been put to the cost and effort of not only paying the premium associated with the higher LC than is required, but also the additional time and expense negotiating and drafting a back stop LC from the new lender to IGPC's former lender. By a letter dated November 30, 2012 (**Exhibit D, Tab 17**), IGPC informed NRG that with the maturation of its credit facility, IGPC would be refinancing with RBC and requested that NRG return the existing LC provided by Société Générale, simultaneously with IGPC providing an identical LC from RBC. NRG's response is a letter dated December 11, 2012 from its President, Anthony Graat (**Exhibit D, Tab 18**)



refusing to deal with the matter, even with IGPC agreeing to provide a replacement LC in the same excessive amount.

152. IGPC has had to take the extraordinary step of asking its current lender, RBC, to provide a LC in the amount of the LC currently held by NRG so as to provide a back stop for the former lender to allow the arrangements as between IGPC and its former lender, Société Générale, to be wound down. This has resulted in additional legal fees and the unnecessary expenditure of time. IGPC currently estimates that it has incurred additional expenses exceeding \$150,000. IGPC is in the process of developing a detailed breakdown of the additional costs incurred and will provide same in the near future.

**ISSUE 4:**

*What, if any, is the appropriate amount of payment including any interest owed by NRG to IGPC?*

153. The actual amount owed to IGPC by NRG will be determined once the Board makes its findings in respect of Issues 2 and 3. It is therefore not possible for IGPC to determine at this time precisely the amount which is owed and the interest calculated thereon.
154. IGPC negotiated a LC which it posted with NRG in accordance with the PCRA in the amount of \$5,214,173 (**Exhibit C, Tab 12**). This amount was based upon the forecast costs of the Pipeline that would remain after deducting the capital contribution made by IGPC. With the delivery of gas volumes over more than 4-1/2 years and the payment by IGPC to NRG of its distribution rates, a component of which includes a depreciation cost in respect of the Pipeline, the current value of the undepreciated portion of the Pipeline is approximately \$3.7 million. In other words, the risk which NRG might face in respect of the Pipeline has been reduced by about \$1.5 million.
155. For the purposes of determining the interest rate payable, the PCRA, at Section 3.8, contemplates that where monies are owed by not paid on time, interest will accrue at the rate prescribed. The PCRA contemplates that NRG should have undertaken a reconciliation of the actual costs of the Pipeline against the forecast costs and to adjust the capital contribution amount accordingly. Using November 1, 2008 as the date by



which time NRG should have completed the reconciliation (which would have provided NRG with more than ample time to complete this task), a total of 54 month have elapsed as of May 1, 2013. It is over this timeframe which IGPC claims that interest should be calculated on amounts owed to it by NRG.

156. In respect of the LC which IGPC provided to NRG in accordance with the PCRA in the amount of \$5,214,173, IGPC currently estimates that the undepreciated portion of the Pipeline in rate base totals approximately \$3.7 million. This means that the LC is overstated by approximately \$1.5 million. The additional premiums paid by IGPC on the inappropriately higher LC amount should be calculated and refunded, with interest, once the precise amount of the current undepreciated balance of the Pipeline is determined by the Board.
157. IGPC further believes that once the actual costs of the Pipeline are determined by the Board, it will be shown that the amount originally included in rate base by NRG is also overstated and requires adjustment. If, as IGPC believes that amount included in rate base is overstated, IGPC has been paying rates to NRG which are excessive and which should be refunded by NRG, plus interest. In addition, because operations and maintenance costs are allocated to IGPC on the basis of a formula which uses the amount included in rate base for the Pipeline, if the amounts included in rate base for the Pipeline are overstated, the O&M costs allocated to IGPC are also overstated and should be refunded by NRG, plus interest.
158. IGPC has incurred significant legal costs by reason of the conduct of NRG. Had NRG complied with its contractual obligations and the requirements of the LTC approval and completed reconciliation, appropriately and on a timely basis, much of IGPC's need to request assistance from the Board would not have been necessary. This includes all of IGPC's efforts to ultimately seek a determination of the actual capital costs of the Pipeline and a reduction to the LC. IGPC would not have intervened in the NRG Rates Proceeding (EB-2010-0018) for such purposes. The motions and evidence filed by IGPC and the time expended by the Board in that proceeding to Pipeline capital costs issues would not have been necessary. The Board's Motion Review its Decision that lacked jurisdiction to determine such matters would not have been necessary, nor would



the Board have been put to the time and expense responding to IGPC's appeal of the jurisdiction issue. Much of the Complaint by IGPC would also not have been necessary. Accordingly, IGPC believes that all of the costs incurred by the Board should be billed and paid by NRG's shareholder. IGPC also requests that all of its costs incurred in respect of these issues should be ordered paid by NRG's shareholder given its conduct throughout.

**ISSUE 5:**

*If any amounts are owing from NRG to IGPC, by what means and in accordance with what terms should IGPC be reimbursed?*

159. IGPC continues to rely upon the critical gas distribution services of NRG. Any Orders made in this proceeding must not be permitted to have a detrimental impact on the financial ability of NRG to continue its operations. Accordingly, where amounts are determined to be owing to IGPC by NRG (the natural gas utility), IGPC believes that it is appropriate for the Board to receive evidence from NRG as to its ability to pay such amounts without prejudicing its continuing operations. There are a number of mechanisms available to avoid causing NRG such prejudice, including ordering payments made over time and/or applying credits to further invoices issued by NRG to IGPC.
160. In respect of any amounts found owing to IGPC by NRG's shareholder or principals, as the shareholder and principals have been the assumed beneficiaries of the payment of overstated amounts over a number of years, it is appropriate to require that such payments be made to IGPC forthwith. Further, given the private nature of the shareholdings of NRG and the extensive dealings with related parties, any payments found to be owing to IGPC should take priority over payment to the shareholders of NRG or its related parties, including individuals that may be employees. As such NRG should be prohibited from providing any distributions or payments, of any kind, incremental payments or economic benefits to related parties until IGPC has been compensated in full.



This **PIPELINE COST RECOVERY AGREEMENT** ("Agreement"), made as of the 31st day of January, 2007.

**BETWEEN:**

**NATURAL RESOURCE GAS LIMITED,**  
a corporation formed under the laws of Ontario.

(the "Utility")

- and -

**INTEGRATED GRAIN PROCESSORS CO-OPERATIVE INC.,**  
a co-operative corporation formed under the laws of Ontario.

(the "Customer")  
(collectively the "Parties")

**RECITALS:**

**WHEREAS** the Customer is developing an ethanol facility (the "Customer Facility") in the Town of Aylmer, Ontario;

**AND WHEREAS** the Utility must expand its current natural gas distribution infrastructure to deliver natural gas to the Customer Facility to meet the volume, pressure and delivery requirements of the Customer;

**AND WHEREAS** the Utility has a franchise agreement to distribute natural gas in the Town of Aylmer;

**AND WHEREAS** the Utility has entered or will enter into an agreement with Union Gas Limited to install new facilities or modify existing facilities to supply the Utility with natural gas, such that Union Gas Limited will be capable of meeting the total supply requirements of the Utility, including the supply needs of the Customer;

**AND WHEREAS** the Utility and Union Gas Limited have reached an understanding regarding the Utility Connection Facilities crossing the Union Gas Limited franchise area;

**AND WHEREAS** the Customer has paid to the Utility a deposit of \$130,000.00 against any Aid-to-Construct that may be owed to the Utility;

**AND WHEREAS** the Utility and the Customer have entered into an agreement dated January 31, 2007, as the same may be amended, modified, supplemented or restated (the "Gas Delivery Contract") providing for the Utility to deliver natural gas to the Customer Facility, among other things;

**AND WHEREAS** the Customer, or its representative, will be purchasing the Customer's gas directly and arranging for transportation, and the Utility and the Customer will enter into a Bundled T-Service Receipt Contract;



**AND WHEREAS** the Utility has determined that approximately 28.53km of NPS 6 steel pipeline and related facilities are required to be installed to deliver natural gas to the Customer Facility;

**AND WHEREAS** the Customer has requested and the Utility has agreed to construct approximately 28.53km of NPS 6 steel pipeline and related facilities (the "Utility Connection Facilities") and to arrange with Union Gas Limited for the construction by Union for facilities required to complete the connection between the Utility Connection Facilities and the Union Gas Limited system (the "Union Gas Connection Facilities"), to deliver natural gas from the Union Gas Limited system to the Customer Facility, on the terms and conditions set forth in this Agreement; and

**IN CONSIDERATION** of the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged and accepted, the Parties to this Agreement agree as follows:

#### **ARTICLE I – ATTACHMENTS AND INTERPRETATION**

1.1 The following are hereby incorporated into and form part of this Agreement:

- (a) Schedule A - Pipeline Work
- (b) Schedule B - Project Map

1.2 For the purpose of this Agreement:

- (a) "Actual Aid-To-Construct" means the Aid-To-Construct calculated by the Utility using the Actual Capital Cost, as provided for in Article III;
- (b) "Actual Capital Cost" means the reasonable actual Capital Cost, as provided for in Article III;
- (c) "Aecon" means Aecon Utilities - A Division of Aecon Construction Inc., or any successor thereto;
- (d) "Aid-to-Construct" means the amount by which the Capital Cost exceeds the revenue recovered by the Utility through rates, as calculated in accordance with EBO 188;
- (e) "Applicable Law" means all federal, provincial, county, municipal or local laws, by-laws, statutes, rules, regulations ordinances, directives, or any decisions of a Governmental Authority.
- (f) "Business Day" means a day, other than a Saturday or Sunday or statutory holiday in the Province of Ontario or any other day on which banking institutions in Ontario are not open for the transaction of business;



- (g) "Capital Cost" means the total capital cost of the Utility Connection Facilities and the Union Gas Aid-to-Construct;
- (h) "Construction" means construction and installation of the Utility Connection Facilities;
- (i) "Construction Agreement" means the agreement between the Utility and a contractor for the completion of the Construction;
- (j) "Cubic metres" or "m<sup>3</sup>" means the volume of gas which at a temperature of 15 degrees Celsius and at an absolute pressure of 101.325 kilopascals ("kPa") occupies one cubic metre;
- (k) "Customer Facility" means the ethanol facility proposed to be built and operated by the Customer in the Town of Aylmer with an output capacity of approximately 150 million litres of ethanol annually;
- (l) "Customer Meter Facility" means the Utility's equipment to measure the gas consumed by the Customer, located at the Customer Facility, and includes but is not limited to all meters, pressure regulators, valves, fittings and communications equipment, and forms part of the Utility Connection Facilities;
- (m) "EBO 188" means the Final Report of the Board, dated January 30, 1998 regarding the economic evaluation of the expansion of natural gas systems;
- (n) "Event of Default" means either a Customer Event of Default or a Utility Event of Default;
- (o) "Governmental Authority" means any federal, provincial, municipal or local government, parliament or legislature, or any regulatory authority, agency or tribunal, commission, board or department of any such government, parliament or legislature or any court or other law, regulation or rule-making entity having jurisdiction in the relevant circumstances;
- (p) "GST" means the goods and service tax exigible pursuant to the *Excise Tax Act* (Canada) as amended from time to time;
- (q) "Initial Estimated Aid-To-Construct" means the Aid-To-Construct calculated in accordance with EBO 188 using the Initial Estimated Capital Cost;
- (r) "Initial Estimated Capital Cost" means the estimated Capital Cost provided by Aecon, including the Union Gas Aid-to-Construct;
- (s) "In-Service Date" means the later of November 1, 2007 and the date on which the pipeline is able to deliver the full amount of the gas contemplated by the Gas Delivery Contract;
- (t) "Insolvency Legislation" means the *Bankruptcy and Insolvency Act* (Canada), the *Winding Up and Restructuring Act* (Canada) and the *Companies' Creditors*



*Arrangement Act* (Canada) and the bankruptcy, insolvency, creditor protection or similar laws of any other jurisdiction (regardless of the jurisdiction of such application or competence of such law), as they may be amended from time to time.

- (u) “Leave-to-Construct” means the application, decision, order or approval as the context requires pursuant to section 90 of the *Ontario Energy Act, 1998* as amended;
- (v) “MMBTU” means one million British Thermal Units;
- (w) “NPS” means nominal pipe size;
- (x) “OEB” means the Ontario Energy Board or any successor organization;
- (y) “Overhead” shall, to the extent not included in other consulting costs, include the reasonable engineering, supervision, administrative salaries and expenses, construction engineering and supervision, legal expenses, taxes and other similar items allocated to the Utility Connection Facilities;
- (z) “Pipeline Work” means the work required to plan, design, construct, install, test and commission the Utility Connection Facilities and the Union Gas Connection Facilities;
- (aa) “Prime Rate” means the prime rate of interest of the Bank of Nova Scotia;
- (bb) “Revised Estimated Aid-To-Construct” means the estimated Aid-To-Construct calculated in accordance with EBO 188 using the Revised Estimated Capital Cost;
- (cc) “Revised Estimated Capital Cost” means the estimated Capital Cost, using the most current information available, in accordance with Article III;
- (dd) “Utility Connection Facilities” means the pipeline and ancillary facilities to be completed by the Utility to serve the Customer;
- (ee) “Union Gas Aid-To-Construct” means the Aid-To-Construct payable to Union Gas Ltd. by the Utility in respect of the Union Gas Connection Facilities, calculated in accordance with EBO 188;
- (ff) “Union Gas Connection Facilities” means the pipeline and ancillary facilities to be completed by Union Gas Limited upstream of the Utility Connection Facilities, that are necessary to serve the Customer.

## **ARTICLE II – REPRESENTATIONS AND WARRANTIES**

2.1 The Customer represents and warrants to the Utility that:

- (a) it is duly incorporated, formed or registered (as applicable) under the laws of its jurisdiction of incorporation, formation or registration (as applicable);



- (b) it has all the necessary corporate power, authority and capacity to enter into this Agreement and to perform its obligations under it;
- (c) the execution, delivery and performance of the Agreement by it has been duly authorized by all necessary corporate action and does not result in a violation, a breach or a default under: (i) its charter or by-laws; (ii) any contracts or instruments to which it is bound; or (iii) any Applicable Law;
- (d) any individual executing this Agreement, and any document in connection herewith, on its behalf has been duly authorized by it to execute this Agreement and has the full power and authority to bind it;
- (e) this Agreement constitutes a legal and binding obligation on it, enforceable against it in accordance with its terms; and,
- (f) no proceedings have been instituted by or against it with respect to bankruptcy, insolvency, liquidation or dissolution.

2.2 The Utility represents and warrants to the Customer that:

- (a) it is duly incorporated, formed or registered (as applicable) under the laws of its jurisdiction of incorporation, formation or registration (as applicable);
- (b) it has all the necessary corporate power, authority and capacity to enter into this Agreement and to perform its obligations under it;
- (c) the execution, delivery and performance of this Agreement by it has been duly authorized by all necessary corporate action and does not result in a violation, a breach or a default under: (i) its charter or by-laws; (ii) any contracts or instruments to which it is bound; or (iii) any Applicable Law;
- (d) any individual executing this Agreement, and any document in connection herewith, on its behalf has been duly authorized by it to execute this Agreement and has the full power and authority to bind it;
- (e) this Agreement constitutes a legal and binding obligation on it, enforceable against it in accordance with its terms;
- (f) no proceedings have been instituted by or against it with respect to bankruptcy, insolvency, liquidation or dissolution; and,
- (g) the calculation of the Initial Estimated Aid-To-Construct has been completed in accordance with EBO 188.



### ARTICLE III – CAPITAL COST AND AID-TO-CONSTRUCT

- 3.1 The Initial Estimated Capital Cost is estimated at \$9,100,000.00, comprised of approximately \$8,920,000.00 for the Utility Connection Facilities and \$180,000.00 for the Union Gas Aid-To-Construct. The Initial Estimated Capital Cost is included in the Leave-to-Construct application filed by the Utility with the OEB.
- 3.2 Based upon the Initial Estimated Capital Cost and applying the Utility's current OEB-approved Rate 3 to a minimum annual volume of 33,416,618 m<sup>3</sup> and a firm contract demand of 108,188 m<sup>3</sup>/day over a seven year period, the Initial Estimated Aid-to-Construct is \$3,790,000.00, to be paid by the Customer.
- 3.3 The Customer shall make payments toward the Initial Estimated Aid-to-Construct, as follows:
- (a) \$130,000.00 on or before October 16, 2006, payment of which has been received and acknowledged;
  - (b) Prior to the award of the Construction Agreement, the amount of the monthly invoices provided by the Utility for reasonable internal, consulting and third party expenses incurred in the prior calendar month within fifteen (15) Business Days of receiving such invoice; and
  - (c) Payment, in advance as required by the Utility, of an amount equal to any required payment to be made by Utility for procuring the station material and pipe;
- the total of which payments shall not exceed the Initial Estimated Aid-to-Construct.
- 3.4 Prior to the execution of the Construction Agreement, the Utility shall provide the Customer with a Revised Estimated Capital Cost and a Revised Estimated Aid-to-Construct, based on the most current information available at the time, including the successful bid for the Construction Agreement, calculated in accordance with EBO 188, and:
- (a) The Customer shall pay the Utility an amount equal to the amount, if any, by which the Revised Aid-To-Construct exceeds the total of all payments made by the Customer to the Utility under Section 3.3. In the event that the amount paid by the Customer pursuant to Section 3.3 exceeds the Revised Estimated Aid-To-Construct then the Utility shall forthwith pay to Customer an amount equal to the payments made less the Revised Estimated Aid-To-Construct; and
  - (b) The Utility shall provide the Customer with a detailed written breakdown of the Revised Estimated Capital Cost including, but not limited to Overhead, engineering, surveying, consultant, legal, major materials (pipe, meters, major equipment, heating equipment costs), easement, internal and external construction and commissioning costs when it is available to the Utility and a copy of the cost



breakdown for the Union Gas Connection Facilities as provided to the Utility by Union Gas Limited.

- 3.5 In the event that the Commencement Date under the Gas Delivery Contract is later than the In-Service Date, the Utility shall invoice and the Customer shall pay an amount equal to the Utility's reasonable debt financing costs incurred in each month between the In-Service Date and the Commencement Date under the Gas Delivery Contract.
- 3.6 The contingency amount to be included in the Revised Estimated Capital Cost shall be limited to a maximum of ten percent of the Construction Agreement cost.
- 3.7 The Utility, in its sole discretion, may elect not to proceed any further with any of its obligations under this Agreement if the Customer fails to make any payment or provide any letter of credit required under this agreement until such payment or letter of credit is delivered by the Customer to the Utility and the Utility shall not be liable for any liabilities, damages, losses, payments, costs, or expense that may be incurred by the Customer as a result.
- 3.8 From the date required for any payment required by this Agreement, all unpaid amounts will bear interest at the rate of the Prime Rate plus 1.00% per annum payable quarterly on the last day of each calendar quarter.
- 3.9 The Utility shall use best efforts to minimize the actual Capital Cost, and shall advise the Customer of actual costs as incurred, in accordance with Article IV. At a minimum, the Utility shall ensure the award of the Construction Agreement is completed through a competitive tender process unless otherwise agreed to in writing by the Customer. The Utility shall ensure that the procurement of pipe, major equipment and appliances is done using a competitive quotation process wherever possible. The Utility shall inform the Customer where a competitive process is not utilized and provide an explanation as to why a competitive process is not required. Prior to committing to any expenditure in excess of \$100,000.00, the Utility shall obtain the written consent of the Customer, such consent not to be unreasonably withheld.
- 3.10 The Utility shall request Union Gas Limited to provide it with the actual capital cost of the Union Gas Connection Facilities and the actual Union Gas Aid-to-Construct within 30 Business Days or other mutually agreeable timeframe of the pipeline being put into service.
- 3.11 The Customer and the Utility acknowledge that the Initial Estimated Capital Cost and the Revised Estimated Capital Cost may be different from the Actual Capital Cost incurred and the parties agree that the Actual Aid-to-Construct and Delivery Letter of Credit (as defined in Article VII) shall be adjusted based on an economic evaluation carried out in accordance with EBO 188.
- 3.12 The Customer reserves its rights to dispute the reasonableness of costs incurred in completing the Pipeline Work, provided that the Customer does so within 5 Business Days when such costs are provided by the Utility to the Customer.



- 3.13 Within forty-five (45) Business Days or some other mutually agreeable timeframe of the pipeline being put into service, the Utility shall provide the Customer with the Actual Capital Cost and Actual Aid-To-Construct, along with a summary of the information provided pursuant to Section 4.3 and copies of any invoices and supporting documentation not previously provided to Customer. If the Customer agrees with the Actual Capital Cost and Actual Aid-To-Construct, and
- (a) if the Actual Aid-To-Construct is greater than the Revised Estimated Aid-To-Construct, then the Customer shall pay to the Utility the difference between the Actual Aid-To-Construct and the Revised Aid-To-Construct within five (5) Business Days; and
  - (b) if the Revised Estimated Aid-To-Construct exceeds the Actual Aid-To-Construct then the Utility shall pay to the Customer the difference between the Actual Aid-To-Construct and the Revised Aid-To-Construct within five (5) Business Days.
- 3.14 If the Customer does not agree with the Actual Capital Cost and Actual Aid-To-Construct, the Parties shall negotiate in good faith for a period of 20 Business days to establish an Actual Capital Cost. If the Parties are unable to agree after such negotiations then either party may refer the matter to the OEB for resolution. In determining reasonable costs attributable to the Capital Cost, the following considerations will be taken into account:
- (a) Legal costs will include the reasonable legal costs of the Utility to establish gas distribution service for the Customer, including the reasonable legal cost to prepare and obtain the Leave to Construct from the OEB; acquire any temporary or permanent land rights required to complete the Pipeline Work; review any procurement or tendering documentation, and draft and negotiate this Agreement and any other agreement required to provide gas distribution service to the Customer;
  - (b) Consultant costs will include the reasonable cost of consultants incurred by the Utility to provide gas distribution service to the Customer, including the reasonable cost to complete the economic analysis to determine the Initial Estimated Aid-to-Construct, the Revised Estimated Aid-to-Construct and the Actual Aid-to-Construct; to carry out title searches to identify adjacent landowners and others with interests in adjacent lands that may be impacted by the Utility Connection Facilities; and the estimated cost of a Surveyor in the amount of \$52,400;
  - (c) The Capital Cost will include the cost of services provided to the Utility by Aecon and any sub-contractors to Aecon, to complete the design of the Utility Connection Facilities, obtain all permits and approvals, , prepare and complete the request for quotation documents for the Construction Agreement and all other competitive processes for services and materials, and the cost estimated by Aecon to be in the range of \$30,000 to \$50,000 for the third party borehole drilling sub-contractor for the completion of boreholes used in the preparation of the Tender Package;



- (d) Utility costs shall include the reasonable cost of interest during construction calculated in accordance with the OEB approved methodology and Overhead related to the Pipeline Work. Internal utility costs will include reasonable administrative and supervisory costs; and technician and field personnel required for the testing and commissioning of the Utility Connection Facilities.
  - (e) The reasonable costs of non-destructive testing of the welds and third party inspection of the Construction.
  - (f) The reasonable cost of the completion of as-built drawings for the Utility Connection Facilities.
  - (g) All consulting and third party costs include reasonable disbursements made by the third party or consultant unless such disbursements are included in a fixed fee quotation.
- 3.15 The Utility shall calculate and provide a partial refund of the Actual Aid-To-Construct, using the same methodology used to calculate the Actual Aid-To-Construct, if available capacity is assigned to another customer within seven years of the date on which the Utility Connection Facilities come into service, provided that the Utility is permitted by the Board to obtain any financial contribution that might be required from the subsequent customer to cover the amount of the refund. The calculation will be carried out once a year, based on the aggregate customer additions for the year. The calculation for the refund will be based on the same inputs used for the original calculation of the Actual Aid-To-Construct, except for the Capital Cost of the facilities which shall be prorated on the basis of the total capacity of the Utility Connection Facilities minus the capacity assigned to any subsequent customers.

#### ARTICLE IV – CONSTRUCTION

- 4.1 Prior to awarding of the Construction Contract, the Customer shall enter into a seven year gas delivery agreement as mutually agreed to by the Parties with a minimum annual volume of 33,416,618 m<sup>3</sup> and a firm contract demand of 108,188 m<sup>3</sup>/day (Gas Delivery Agreement).
- 4.2 The timely completion of the Utility Connection Facilities is in the interest of the Parties. As part of the Construction Agreement, the Utility shall require the contractor to post a performance bond, including a liquidated damages provision, or other performance assurance measures acceptable to the Customer acting in a reasonable manner.
- 4.3 Prior to the termination of this Agreement, the Utility shall provide the Customer with weekly updates in writing as to costs incurred, costs committed to but not yet incurred and projected costs associated with the Pipeline Work. The Utility shall provide all supporting documentation (quotations, estimates, invoices, bills of lading, receipts, timesheets, etc.) for all costs incurred. As part of the updates, the Utility shall provide the Customer with a description of upcoming work; the anticipated procurement method and



a recommended course of action. The Customer and the Utility shall discuss significant upcoming expenditures prior to committing to such expenditures and shall work co-operatively to meet all timelines and to minimize the costs in the circumstances. The Customer shall consent to such significant expenditures prior to the Utility committing to such expenditures, such consent to be given in a timely manner and not to be unreasonably withheld.

- 4.4 The Parties acknowledge that any change in the scope of the Pipeline Work may result in a change to the Capital Cost, the Aid-to-Construct, the Customer Letter of Credit and the Construction schedule. A change in scope of the Pipeline Work may come about as a result of any of the following:
- (a) a Customer-initiated scope change;
  - (b) a requirement or condition imposed by a Governmental Authority, including without limitation, the OEB;
  - (c) unplanned delays on the part of the Customer or Subcontractor; or
  - (d) an event of Force Majeure (as determined in accordance with Article VI).
- 4.5 In the event of a change in the scope of the Pipeline Work, as contemplated in Section 4.4, in excess of \$25,000, the Utility shall inform the Customer immediately of the nature of the change and the corresponding impact on the cost of the Pipeline Works. In the event such change will cause an increase in the Actual Capital Cost, the Utility shall obtain the Customer's consent to such increase prior to incurring such cost, such consent not to be unreasonably withheld and to be provided within 3 Business Days of receiving the information. In the event the Customer's consent has not been given within 3 Business Days, the Customer shall be deemed to have given consent to complete such work.
- 4.6 The Utility shall use all reasonable efforts to have the Pipeline Work (as described in Schedule A) completed by November 1, 2007 provided that:
- (a) the Customer executes and returns this Agreement to the Utility by no later than February 1, 2007 (the "Execution Date");
  - (b) the Pipeline Work is completed in accordance with Schedule A of this Agreement;
  - (c) the Customer is in compliance with its obligations under this Agreement;
  - (d) there are no delays associated with third parties, including but not limited to Union Gas Limited, the Utility's lender and any companies selected to carry out Construction;
  - (e) the Utility is granted Leave-to-Construct by March 1, 2007; and,



- (f) the Utility does not have to use its employees, agents and contractors performing the Pipeline Work elsewhere on its system due to an emergency, or an event of Force Majeure. For the purposes of this paragraph, an emergency means a line-break, leak, fire or similar event requiring an immediate response from the Utility.
- 4.7 As soon as the Utility becomes aware of any delay that may prevent the Utility from achieving the November 1, 2007 deadline, the Utility shall provide the Customer with notice in writing of such potential delay, the length of the anticipated delay and the reasons for such potential delay.

#### **ARTICLE V – DEFAULT AND REMEDIES**

- 5.1 Each of the following will constitute an Event of Default by the Customer (“Customer Event of Default”):
- (a) The Customer fails to make any payment when due, if such failure is not remedied within ten (10) Business Days after written notice of such failure from the Utility.
  - (b) The Customer fails to deliver or maintain the Customer Letter of Credit or the Delivery Letter of Credit when due.
  - (c) The Customer fails to perform any material covenant or obligation set forth in this Agreement if such failure is not remedied within fifteen (15) Business Days after written notice of such failure from the Utility.
  - (d) Any representation made by the Customer in this Agreement is not true or correct in any material respect when made and is not made true or correct in all material respects within thirty (30) Business Days after receipt by the Customer of written notice of such fact from the Utility.
  - (e) An effective resolution is passed or documents are filed in an office of public record in respect of, or a judgment or order is issued by a court of competent jurisdiction ordering, the dissolution, termination of existence, liquidation or winding up of the Customer, unless such filed documents are immediately revoked or otherwise rendered inapplicable, or unless there has been a permitted and valid assignment of this Agreement by the Customer under this Agreement to a person which is not dissolving, terminating its existence, liquidating or winding up and such person has assumed all of the Customer’s obligations under this Agreement.
  - (f) The Customer makes an assignment for the benefit of its creditors generally under any Insolvency Legislation, or consents to the appointment of a receiver, manager, receiver-manager, monitor, trustee in bankruptcy, or liquidator for all or part of its property or files a petition or proposal to declare bankruptcy or to reorganize pursuant to the provision of any Insolvency Legislation, or otherwise seeks the protection of Insolvency Legislation regardless of whether a proposal or plan is proposed.



- (g) A receiver, manager, receiver-manager, liquidator, monitor or trustee in bankruptcy of the Customer or of any of the Customer's property is appointed by a Governmental Authority or pursuant to the terms of a debenture or a similar instrument, and such receiver, manager, receiver-manager, liquidator, monitor or trustee in bankruptcy is not discharged or such appointment is not revoked or withdrawn within thirty (30) days of the appointment.
  - (h) By decree, judgment or order of a Governmental Authority, the Customer is adjudicated bankrupt or insolvent or any substantial part of the Customer's property is sequestered, and such decree continues undischarged and unstayed for a period of thirty (30) days after the entry thereof.
  - (i) A petition, proceeding or filing is made against the Customer seeking to have the Customer declared bankrupt or insolvent, or seeking adjustment or composition of any of their respective debts pursuant to the provisions of any Insolvency Legislation, and such petition, proceeding or filing is not dismissed or withdrawn within thirty (30) days.
- 5.2 Each of the following will constitute an Event of Default by the Utility ("Utility Event of Default"):
- (a) The Utility fails to perform any material covenant or obligation set forth in this Agreement if such failure is not remedied within fifteen (15) Business Days after written notice of such failure from the Customer.
  - (b) Any representation made by the Utility in this Agreement is not true or correct in any material respect when made and is not made true or correct in all material respects within thirty (30) Business Days after receipt by the Utility of written notice of such fact from the Customer.
  - (c) An effective resolution is passed or documents are filed in an office of public record in respect of, or a judgment or order is issued by a court of competent jurisdiction ordering, the dissolution, termination of existence, liquidation or winding up of the Utility, unless such filed documents are immediately revoked or otherwise rendered inapplicable, or unless there has been a permitted and valid assignment of this Agreement by the Utility under this Agreement to a person which is not dissolving, terminating its existence, liquidating or winding up and such person has assumed all of the Utility's obligations under this Agreement.
  - (d) The Utility makes an assignment for the benefit of its creditors generally under any Insolvency Legislation, or consents to the appointment of a receiver, manager, receiver-manager, monitor, trustee in bankruptcy, or liquidator for all or part of its property or files a petition or proposal to declare bankruptcy or to reorganize pursuant to the provision of any Insolvency Legislation, or otherwise seeks the protection of Insolvency Legislation regardless of whether a proposal or plan is proposed.



- (e) A receiver, manager, receiver-manager, liquidator, monitor or trustee in bankruptcy of the Utility or of any of the Utility's property is appointed by a Governmental Authority or pursuant to the terms of a debenture or a similar instrument, and such receiver, manager, receiver-manager, liquidator, monitor or trustee in bankruptcy is not discharged or such appointment is not revoked or withdrawn within thirty (30) days of the appointment.
- (f) By decree, judgment or order of a Governmental Authority, the Utility is adjudicated bankrupt or insolvent or any substantial part of the Utility's property is sequestered, and such decree continues undischarged and unstayed for a period of thirty (30) days after the entry thereof.
- (g) A petition, proceeding or filing is made against the Utility seeking to have the Utility declared bankrupt or insolvent, or seeking adjustment or composition of any of their respective debts pursuant to the provisions of any Insolvency Legislation, or such petition, proceeding or filing is not dismissed or withdrawn within thirty (30) days.
- (h) A failure to maintain in good standing any franchise agreement or any other approval, permit or license from any Governmental Authority required for the construction and operation of the Pipeline Works and the supply of natural gas to the Customer Facility.

#### **ARTICLE VI – FORCE MAJEURE**

- 6.1 In the event that either the Customer or the Utility is rendered unable, in whole or in part, by Force Majeure, to perform or comply with any obligation or condition of this Agreement, then the obligations (other than the obligations to make payment of money then due and to provide or maintain any letter of credit) of both parties so far as they are directly related to and affected by such Force Majeure, shall be suspended during the continuance of the Force Majeure.
- 6.2 The party claiming Force Majeure shall give notice in writing, with full particulars, to the other party as soon as possible after the occurrence of Force Majeure.
- 6.3 The party claiming Force Majeure shall also give notice to the other party as soon as possible after the Force Majeure is remedied in whole or part.
- 6.4 Force Majeure means:
  - (a) Acts of God, landslides, lightning, earthquakes, fires, storms, floods, washouts, explosions, breakage or accident to its machinery or equipment or lines of pipe;
  - (b) freezing or failure of wells or lines of pipe; curtailment of firm transportation or firm storage by other natural gas service providers;
  - (c) strikes, lockouts or other industrial disturbances, riots, sabotage, insurrections, civil disturbance, acts of terrorism, wars, arrests or restraint of governments and people;



- (d) any laws, orders, rules, regulations, acts of any government body or authority, civil or military;
- (e) any act or omission by parties not controlled by the party claiming Force Majeure; and
- (f) any other similar causes not within the control of the party claiming Force Majeure

which by the exercise of due diligence such party is unable to prevent or overcome. The party claiming Force Majeure shall make reasonable efforts to avoid, or correct the Force Majeure and to remedy the Force Majeure once it has occurred in order to resume performance.

6.5 Neither party shall be entitled to claim Force Majeure if any of the following circumstances prevail:

- (a) the failure resulting in Force Majeure was caused by the negligence of the party claiming suspension;
- (b) the failure was caused by the party claiming suspension where such party failed to remedy the condition by making all reasonable efforts (short of litigation, if such remedy would require litigation);
- (c) the party claiming suspension failed to resume the performance of such conditions or obligations with reasonable dispatch;
- (d) the failure was caused by lack of funds; and
- (e) the party claiming suspension did not give to the other party the required notice as soon as possible after determining or within a period within which it should have determined, acting reasonably, that the occurrence was in the nature of Force Majeure and would affect its ability to observe or perform any of its conditions or obligations under the Agreement.



## **ARTICLE VII – SECURITY AND PERFORMANCE ASSURANCE**

- 7.1 Prior to the Utility ordering the pipe and the stations, the Customer shall provide to the Utility an irrevocable letter or letters of credit (“Customer Letter of Credit”) in an amount equal to the quoted cost of the pipe and the stations minus any payments made by the Customer to the Utility in respect of the pipe and the stations. The Customer shall be entitled to reduce the Customer Letter of Credit by the amount of any subsequent payments by the Customer to the Utility in respect of the pipe and the stations, upon making such payments. The Utility shall be entitled to draw upon the Customer Letter of Credit in the following circumstances:
- (a) Subject to (b), if the Customer fails to make a payment of the Aid-to-Construct in accordance with Article III, such draw not to exceed the amount owed by the Customer to the Utility.
  - (b) Notwithstanding (a) the Utility shall not be entitled to draw upon the Customer Letter of Credit within any cure periods established in Article V, in which the Customer may make payment to the Utility.
- 7.2 The Utility shall return the Customer Letter of Credit upon receipt of any payment required from the Customer in accordance with section 3.4 and delivery of the Delivery Letter of Credit required under section 7.3.
- 7.3 Prior to the award of the Construction Agreement by the Utility, the Customer shall provide to the Utility an irrevocable letter of credit (“Delivery Letter of Credit”) in an amount equal to the difference between the Revised Estimated Capital Cost and the Revised Estimated Aid-to-Construct.
- 7.4 The Utility shall be entitled to draw upon the Delivery Letter of Credit if:
- (a) The Customer terminates this Agreement prior to the In-Service Date and fails to pay any amount owing to the Utility within 30 Business Days of receiving the invoice for monies owed for actual reasonable costs incurred prior to Termination; or
  - (b) The Customer terminates this Agreement and the Gas Delivery Contract after the In-Service Date but prior to the seventh anniversary of the Commencement Date under the Gas Delivery Contract;
  - (c) For any year, the Customer fails to take receipt of the Minimum Annual Volume under the Gas Delivery Contract and the Customer fails to pay the invoice for such failure to take the Minimum Annual Volume within 15 days of receiving such invoice;
  - (d) For reasons other than Force Majeure, the Customer ceases taking service for a period of 30 days during the term of the Gas Delivery Contract or at any time after that where service has continued past the end of the term of the Gas Delivery Contract;



- (e) the Delivery Letter of Credit will not be maintained and the Customer fails to provide a substitute acceptable to the Utility and its lender; or
  - (f) The Customer commits a Customer Event of Default listed in 5.1 (e), (f), (g), (h) and (i).
  - (g) The Customer fails to restore the balance of the Delivery Letter of Credit as required by 7.5.
- 7.5 The Customer shall maintain the Delivery Letter of Credit for as long as the Customer continues to receive service from the Utility. In the event that the Utility draws on the Delivery Letter of Credit pursuant to 7.4(c), the Customer shall restore the Delivery Letter of Credit to the balance that existed immediately prior to the draw, within 10 Business Days from the date of the draw.
- 7.6 Subject to section 7.7, the Customer shall be entitled to reduce the amount of the Delivery Letter of Credit on each anniversary of the commencement of deliveries under the Gas Delivery Agreement to an amount equal to the net book value of the Utility Connection Facilities allocated to the Customer at the time, as determined by the Utility in accordance with OEB-approved methodology.
- 7.7 Any letter of credit shall be in a form acceptable to the Utility and its lender. The Utility shall have its lender provide a draft form of letter of credit for review and comment by the Customer's lender.
- 7.8 The costs and expenses of establishing, renewing, substituting, cancelling, increasing and reducing the amount of (as the case may be) any letter of credit required under this Agreement shall be borne by the Customer.
- 7.9 The Utility shall return any letter of credit held by the Utility to the Customer, if the Customer is substituting a letter of credit with another letter of credit or such other financial assurance, where that substitute is acceptable to the Utility and its lender.

## **ARTICLE VIII – TERMINATION**

- 8.1 This Agreement terminates upon the placing into service of the Utility Connection Facilities and the Union Gas Connection Facilities and the commencement of the delivery of natural gas to the Customer Facility. All payment obligations and all obligations in relation to the Customer Letter of Credit and Delivery Letter of Credit shall survive termination of this Agreement until they are fulfilled.



- 8.2 In the event that the Utility is unable to secure all necessary permits, approvals, licenses certificates necessary to complete the Pipeline Work and supply natural gas to the Customer Facility, or obtains such permits, approvals, licenses or certificates on terms and conditions that are unacceptable to the Customer, acting in a commercially reasonable manner, then the Customer has the option to terminate this Agreement. The Customer shall, however, be responsible for all actual or committed to costs incurred by the Utility and Union Gas Limited up to and including the date of termination.
- 8.3 The Utility may terminate this Agreement if a Customer Event of Default has occurred and the Utility has given notice to the Customer of such Customer Event of Default and such default is not remedied within the applicable cure period upon receiving such notice of default. Termination pursuant to this section shall not be permitted where such default has been submitted to a dispute resolution process under Article IX.
- 8.4 Subject to Section 8.5, in the event the Revised Estimated Aid-To-Construct has been paid, in full or in part, by the Customer to the Utility and the Agreement is terminated prior to completion of the Pipeline Work, then the Utility shall return to the Customer any amount of the Revised Estimated Aid-To-Construct paid by the Customer that is in excess of the actual reasonable cost incurred by the Utility up to and including the date of termination. In the event the actual reasonable cost incurred by the Utility exceed the amount of the Revised Estimated Aid-To-Construct, the Customer shall pay that amount, upon receipt of which the Utility shall forthwith return the Delivery Letter of Credit.
- 8.5 In the event Utility invokes Force Majeure and the event of Force Majeure or the aggregate duration of all such Utility events of Force Majeure exceeds 60 days in any 12 consecutive month period, then the Customer shall have the right to terminate this Agreement upon fifteen (15) Business Days written notice. Upon termination of this Agreement pursuant to this section, the Utility shall return all security and financial assurance provided by Customer, and an amount, if any, equal to any Aid-To-Construct paid by the Customer to the Utility less the Utility's reasonable costs incurred prior to the event of Force Majeure.

## **ARTICLE IX – DISPUTE RESOLUTION**

- 9.1 In the event of any dispute arising between the Parties regarding the subject matter of this Agreement, then the Parties shall negotiate in good faith to resolve such matters.
- 9.2 In the event the Parties are unable to resolve a dispute, then either Party may refer the matter to the OEB for resolution.

## **ARTICLE X – INDEMNIFICATION**

- 10.1 The Utility agrees to indemnify, defend, and hold harmless the Customer in respect of all actions, causes of action, suits, proceedings, claims, demands, losses, damages, penalties,



finances, costs, obligations and liabilities ("Damages") arising out of the construction, installation, testing, commissioning and operation of the Utility Connection Facilities, other than any Damages caused by the negligence or wilful misconduct of the Customer.

- 10.2 The Customer agrees to indemnify, defend and hold harmless the Utility in respect of all Damages arising out of the construction, installation, testing, commissioning and operation of the Utility Connection Facilities caused by the negligence or wilful misconduct of the Customer.

#### **ARTICLE XI – GENERAL**

- 11.1 Any written notice required by this Agreement shall be deemed properly given only if either mailed or delivered to:

- (a) To the Utility:

Natural Resource Gas Limited  
P.O. Box 307  
39 Beech Street East  
Aylmer, Ontario N5H 2S1

Tel: (519) 773-5321  
Fax: (519) 773-5335

Attention: Steve Millar, General Manager  
c.c. Mark Bristoll, President

- (b) To the Customer:

Integrated Grain Processors Co-operative Inc.  
701 Powerline Road  
Brantford, Ontario N3T 5L8

Tel: (519) 752-0447  
Fax: (519) 752-1887

Attention: Chair

A faxed notice will be deemed to be received on the date of the fax if received before 4 p.m. or on the next Business Day if received after 4 p.m. Notices sent by courier or



registered mail shall be deemed to have been received on the date indicated on the delivery receipt. The designation of the person to be so notified or the address of such person may be changed at any time by either party by written notice.

11.2 This Agreement:

- (a) constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior oral or written representations and agreements concerning the subject matter of this Agreement;
- (b) shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the Province of Ontario and the laws of Canada applicable therein, and the courts of Ontario shall have exclusive jurisdiction to determine all disputes arising out of this Agreement;
- (c) may be executed in counterparts, including facsimile counterparts, each of which shall be deemed an original, but all of which shall together constitute one and the same agreement; and
- (d) shall not be assigned without the prior written consent of the other party, such consent not to be unreasonably withheld. For greater certainty an assignment by way of security to the Customer's lenders shall be considered reasonable.

11.3 No modification of or amendment to this Agreement will be valid or binding unless set forth in writing and duly executed by both of the parties hereto and no waiver of any breach of any term or provision of this Agreement will be effective or binding unless made in writing and signed by the party purporting to give the same and, unless otherwise provided, will be limited to the specific breach waived.

11.4 If any provision of this Agreement is determined to be invalid or unenforceable or in breach of any Applicable Law in whole or in part, such invalidity or unenforceability will attach only to such provision or part thereof which provision or part shall be severed from the Agreement and the remaining part of such provision and all other provisions hereof will continue in full force and effect.




- 11.5 Notwithstanding the termination or expiration of this Agreement:
- (a) Section 3.15 shall survive for the period of time provided in which a refund is to be calculated.
  - (b) The obligation to make any payment shall survive until all such payments are determined and paid.
  - (c) Article 7 shall survive until the Utility no longer requires financial assurance from the Customer.
  - (d) Article IX shall survive until the final resolution, including all appeals, of any dispute arising out of this Agreement.
- 11.6 Each Party shall from time to time execute and deliver all such further documents and instruments and do all acts and things as the other party may reasonably require to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.
- 11.7 This Agreement will enure to the benefit of and be binding upon the respective successors and permitted assigns of the Parties hereto.
- 11.8 Time is of the essence in the performance of the Parties' respective obligations under this Agreement.
- 11.9 Any reference to funds is a reference to Canadian currency.
- 11.10 This Agreement is subject to the consent of the Customer's Lenders. The Customer agrees to use reasonable efforts to secure such consent in a timely manner. This paragraph is entirely for the benefit of the Customer. The Customer shall waive this condition in writing.
- 11.11 This Agreement is subject to the consent of the Utility's Lenders. The Utility agrees to use reasonable efforts to secure such consent in a timely manner. This paragraph is entirely for the benefit of the Utility. The Utility shall waive this condition in writing.
- 11.12 In the event of a change of law affecting any of the rights or obligations of one Party to the other Party, the Utility shall continue to deliver gas and the Customer shall continue to pay for the delivery of gas as if the change had not occurred unless prohibited by law. In such event the Parties shall negotiate in good faith to preserve the original intent of this Agreement.



**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by the signatures of their proper officers, as of the day and year first written above.

**NATURAL RESOURCE GAS LIMITED**



Per: Mark Bristoll  
Title: President

I have authority to bind the corporation.

**INTEGRATED GRAIN PROCESSORS CO-OPERATIVE INC.**

Per: Tom Cox  
Title:

I have authority to bind the corporation.

Per: Brent McBlain  
Title:

I have authority to bind the corporation.



**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by the signatures of their proper officers, as of the day and year first written above.

**NATURAL RESOURCE GAS LIMITED**

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Per: Mark Bristoll  
Title: President

I have authority to bind the corporation.

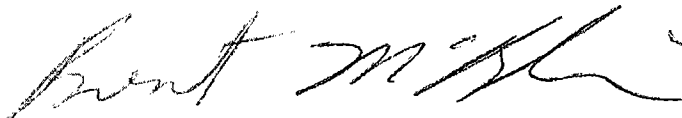
**INTEGRATED GRAIN PROCESSORS CO-OPERATIVE INC.**



---

Per: Tom Cox  
Title:

I have authority to bind the corporation.



---

Per: Brent McBlain  
Title:

I have authority to bind the corporation.



## **Schedule A - Pipeline Work**

In carrying out the Pipeline Work (as depicted in the figure attached as Schedule B to this Agreement), the Utility or a subcontractor to the Utility will need to complete the following:

### **Pipeline Work Planning**

#### **Utility Connection Facilities**

1. The Utility shall design, construct, install, commission and operate the Utility Connection Facilities in accordance with all Applicable Laws and good utility practice.
2. The Utility shall be responsible for making applications to all Governmental Authorities for all permits, approvals, licenses and certificates necessary to undertake and complete the Utility Connection Facilities, including without limiting the foregoing, the Leave-to-Construct from the OEB. The Utility shall be responsible for maintaining all such permits, approvals, licenses in good standing.
3. The Utility shall only contract with suppliers and contractors competent to perform their tasks and shall undertake to secure competitive bids from competent suppliers and contractors for the Utility Connection Facilities.
4. The Utility and the Customer shall agree to a suitable location at the Customer Facility for the Customer Meter Facility.
5. The Utility shall coordinate the design, construction, testing and operation of the Utility Connection Facilities with Union Gas Limited such that Union Gas Limited will be able to supply the Utility with sufficient quantities of natural gas to meet the Customer's requirements by the In-Service Date.
6. The Utility shall furnish the Customer with a complete set of engineered stamped drawings of the Utility Connection Facilities before tendering for the Construction Agreement. The engineer shall be qualified to practice engineering in Ontario.
7. The Utility shall provide a flanged connection at the outlet of the Customer Meter Facility to which the Customer may connect the house-piping for the Customer Facility. In the event the Customer installs the house-piping with flanged connection prior to the Utility, the Utility shall be responsible for completing the connections. The flanged connection shall be adequately protected to prevent the entry of dirt, water or other extraneous materials from entering the Customer Meter Facility or the house-piping.
8. The Utility shall ensure the Customer Meter Facility is properly insulated from the Customer Facility.
9. The Utility shall furnish the Customer the required communications specifications for the Customer Meter Facility with the stamped drawings.



**Access To Customer Facility**

10. The Customer shall provide the Utility and its contractor with reasonable access to the Customer Facility to construct, install, test, commission and operate the Customer Meter Facility.
11. The Utility shall ensure that all employees of the Utility or its contractor obey all safety requirements of the Customer while on the Customer Facility.

**Pipeline Work Testing and Commissioning**

12. The Utility shall coordinate hydrotesting or any other testing, including non-destructive testing of welds, of the Utility Connection Facilities with the Customer and the Utility shall not interfere with the construction, installation, testing or commissioning of the Customer Facility.
13. The Utility shall ensure that the Utility Connection Facility is completely dewatered. Dewatering shall not occur on the Customer Facility.

**Union Gas Connection Facilities**

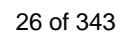
14. The Utility shall coordinate the construction of the Utility Connection Facilities with Union Gas Ltd. to facilitate the completion of the Union Gas Connection Facilities by or before November 1, 2007.



## **SCHEDULE B - PROJECT MAP**

[To be inserted]







## NATURAL RESOURCE GAS LIMITED

### GAS DELIVERY CONTRACT

#### TYPE OF SERVICE:

- ☒ Firm Demand and Commodity  
☐ Interruptible Demand and Commodity  
☐ Combined Firm and Interruptible Demand and Commodity

**DATE OF CONTRACT:** January 30, 2007

**RATE CLASS:** 3

#### PARTIES TO CONTRACT:

NATURAL RESOURCE GAS LIMITED, (the "Utility"),

and

INTEGRATED GRAIN PROCESSORS CO-OPERATIVE INC. (the "Customer"),

#### PART 1 - PURCHASE AND SALE

The Customer agrees that it will receive from the Utility all of the gas that it uses for the processes described below and which is delivered at the Delivery Points (except during periods of curtailment, discontinuance or force majeure as set out in this Contract) up to the maximum daily and hourly maximum volumes set out in Part 2. This gas supply will be delivered in accordance with Rate BT1 (a copy of which is attached) for the Customer's share of the transportation costs associated with supplying its own gas.

Subject to the provisions of this Contract and the Rate 3 schedule in Schedule A and any subsequent amendments approved by the Ontario Energy Board during the term of this Contract, the Customer shall purchase its own gas to be delivered by the Customer to Union Gas Limited, by Union Gas Limited to the Utility, and by the Utility to the Customer (including any gas in excess of the Customer's minimum annual volume which the Customer requests and which the Utility has agreed to deliver) and the Utility shall deliver such gas to the Customer.

**Delivery Point (to Customer) - Ethanol Facility, Aylmer Industrial Park**

**Processes:** Ethanol production, grain drying and space heating



## Gas Quality:

The gas received by the Utility and delivered to the Customer (at prevailing pressure and temperature in the Utility's pipeline at the Point of Receipt) shall be commercially free from sand, dust, gums, crude oils, lubricating oils, liquids, chemicals or compounds used in the production, treatment, compression or dehydration of the gas or any other substance in sufficient quantity so as to render the gas toxic, unmerchantable or cause injury to or interference with the proper operation of the lines, regulators, meters or other appliances through which it flows.

## PART 2 - MAXIMUM DAILY VOLUME AND MINIMUM ANNUAL VOLUME

The maximum volume of firm gas the Utility is required to deliver to the Customer in any day (which shall be a 24 hour period commencing 10:00 a.m. Eastern Standard Time) shall not exceed 108,188 m<sup>3</sup> (the "Firm Contract Demand") and in any hour shall not exceed 4507.83 m<sup>3</sup>, being 1/24<sup>th</sup> of the Firm Contract Demand. Should the Customer consume more than 4,508m<sup>3</sup>/hour during any hour and such excess consumption is adversely impacting the Utility's ability to operate its distribution system, the Utility may curtail service to a volume of 4,508 m<sup>3</sup>/hour. Consumption in excess of 4,508 m<sup>3</sup>/hour by the Customer shall not be considered to be a breach of this Contract.

Should the Customer exceed the Firm Contract Demand in any day during the contract year, then this higher number will be the new Firm Contract Demand for the entire year and any months billed previously at the lower amount will be rebilled using the higher Firm Contract Demand. In the event the Customer exceeds the Firm Contract Demand and the Utility, pursuant to this section, increases the Firm Contract Demand then the Utility shall be obligated to deliver such higher volume on a firm basis, and the hourly volume specified herein shall be adjusted accordingly, subject to being able to make any arrangements with Union Gas that may be required.

The Minimum Annual Volume of gas the Customer is required to accept and pay for in any contract year or any anniversary thereof shall be 33,416,618 m<sup>3</sup>.

## PART 3 - RATE

Subject to the provisions of the paragraph 1.2 of the General Terms and Conditions attached as Schedule B, the Customer shall pay for all natural gas delivered under this Contract at such rates and charges (including, without limitation, any applicable administration charge, minimum bill per month, penalty for late payment and unauthorized overrun gas rate) and as are applicable to or for such service in accordance with the provisions of the Utility's Rate 3 schedule in effect at any time during the term of this Contract.

Monthly Customer Charge: \$ 150.00

Firm Delivery Rate: \$ 0.037310 per m<sup>3</sup>



Firm Demand Rate: \$ 0.255904 per m<sup>3</sup> of Firm Contract Demand

If the Utility, pursuant to Part 5 of this Contract, or due to Force Majeure as described in the General Terms and Conditions, fails or is unable to deliver the amount of firm gas which the Customer desires to take during any one or more days in a month, up to the Customer's Firm Contract Demand in effect on such days, then the minimum bill for that month shall be reduced by an amount equal to the Firm Delivery Rate applied to the volume by which the Firm Contract Demand exceeds the volume of gas delivered to the Delivery Point on such a day, for each day in the month in which the inability to deliver continues.

The Utility acknowledges that the volumes in this agreement are significantly greater than the volumes delivered to existing Rate 3 customers and that a new rate may be more appropriate for the Utility and the Customer. The Utility has committed to developing a new rate for the Customer, to be included in the Utility's Fiscal 2008 rate application which is anticipated to be filed with the Ontario Energy Board in April 2007.

#### **PART 4 - POINT OF DELIVERY**

The point of delivery of all gas by the Utility is at the outlet of the Utility's metering equipment at the Customer's Ethanol Facility. The Utility shall at no time assume title to the gas that the Customer is supplying into the Utility's distribution system. The Utility agrees to deliver gas at the outlet of its metering equipment at a minimum pressure of 60 psig or 420 kPa.

#### **PART 5 - PRIORITY OF SERVICE**

In the event of actual or threatened shortage of natural gas due to circumstances beyond the control of the Utility, or when curtailment or discontinuance of supply is ordered by an authorized government agency, the Customer shall at the direction of the Utility, curtail or discontinue use of gas during the period specified by the Utility so as to safeguard the health and safety of the public. Such curtailment or discontinuance shall be made on a prorated basis as may be ordered by a government agency among all industrial Rate 3 customers. The Utility shall not be liable for any loss of production or for any damages whatsoever by reason of any such curtailment or discontinuance or because of the length of advance notice given directing such curtailment or discontinuance.

#### **PART 6 - CURTAILMENT OR DISCONTINUANCE OF SERVICE**

Firm service under this Contract will be provided up to the Firm Contract Demand.

Notice of curtailment or discontinuance of service may be conveyed by telephone, in person, by mail, facsimile or email. If notice is conveyed by telephone or in person then the Utility shall at the earliest possible time thereafter confirm in writing the details of notice and provide the



reasons for the curtailment or discontinuance and the anticipated duration of the curtailment, if the curtailment or discontinuance is continuing at the time of the written notice.

Service will be resumed as soon as possible when these conditions cease to be operative.

## **PART 7 - TERM**

Unless deemed to commence otherwise, this Contract shall commence upon Commercial Operation of the Customer's ethanol facility (the "Commencement Date") and terminate the day immediately prior to the seventh anniversary of the Commencement Date.

Commercial Operation shall mean the date upon which a professional engineer duly qualified to practice engineering in Ontario procured by the Customer provides a certificate that the Customer's ethanol facility has been completed in all material respects excepting punch list items that do not materially and adversely affect the ability of the Customer to operate the ethanol facility. In the event that Commercial Operation has not been achieved prior May 1, 2008 then the Commencement Date shall be deemed to be May 1, 2008. In the event Commercial Operation is prior to April 1, 2007, the Commencement Date shall be deemed to be April 1, 2007.

The Customer shall notify the Utility of the Commencement Date at least 30 days in advance of the Commencement Date.

The Utility's Rate 1 shall apply to any gas volumes delivered prior to the Commencement Date.

## **PART 8 – RE-OPENER**

In the event the market for ethanol or dried distillers grains is materially and adversely impacted the Customer may give written notice to Utility that it wishes to renegotiate this Contract. Upon the written request of the Customer, the Parties shall within ten (10) Business Days enter into good faith negotiations to amend this agreement to preserve the original intent of the bargain of providing economical delivery service to the Customer without undue burden or risk to the Utility or the other ratepayers of the Utility and recognizing the need for the Customer to maintain satisfactory financial assurances with the Utility. The term of any renegotiated agreement would only commence on an anniversary date of this Contract, unless otherwise agreed.

## **PART 9 - GENERAL TERMS AND CONDITIONS**

The General Terms and Conditions attached as Schedule B form part of this Contract.

## **PART 10 – SECURITY DEPOSIT**



Prior to the commencement of delivery of gas pursuant to this Agreement, the Customer shall provide a security deposit to the Utility in the amount of one month's delivery charge using the applicable Rate at the Commencement Date. The security deposit may be in the form of a letter of credit, guarantee or other mutually agreeable method of providing financial assurance. The amount of any security deposit shall be subject to adjustment on an annual basis on the anniversary of the Commencement Date using the applicable rate on such date.

The maximum amount of the security deposit will be equal to:

$$\text{Security Deposit} = \text{Monthly Customer Charge} + \text{Demand Charge} + \text{Delivery Charge}$$

Where:

$$\text{Monthly Customer Charge} = \text{amount specified in Part 3}$$

$$\text{Demand Charge} = \text{Firm Contract Demand} \times \text{Firm Demand Rate}$$

$$\text{Delivery Charge} = \text{Firm Delivery Rate} \times \text{Firm Contract Demand} \times 48$$

The Utility shall not be entitled to draw upon the security deposit while the Customer is in compliance with the terms of this Agreement and shall not be entitled to draw upon security deposit during any dispute, unless such dispute has been finally resolved and the Buyer has not made payment within ten (10) Business Days of the final resolution of such dispute.

## **PART 11 – INVOICING & PAYMENT**

All invoices from Utility to Buyer will be delivered to Customer's address as noted below. Monthly invoices will be prepared and in accordance with the General Terms and Conditions and the Customer shall pay such invoices within the time frames provided in the General Terms and Conditions.

In the event the Customer does not pay the invoice within the timeframes provided, then the Utility shall provide notice to the Customer that the Customer is not in compliance and the Customer shall have three (3) Business Days to remedy such non-payment. In the event the Customer does not make payment within three (3) Business Days of receiving notice then Utility shall be entitled to draw upon the security deposit for the amount owed.

In the event of a dispute regarding the amount of any invoice delivered by the Utility to the Customer, the Customer shall pay the undisputed portion within the time required in the General Terms and Conditions. The Customer shall at the time of payment of the undisputed portion of the invoice give notice to the Utility of the dispute and the reasons it is disputing such amount. Upon receipt of such notice of disputed amount, the Parties shall enter into good faith discussions to resolve the dispute. In the event the Parties are unable to resolve the dispute within fifteen (15) Business Days then the Customer may refer the matter for dispute resolution. Disputes relating to metering will be subject to the dispute resolution mechanisms established pursuant to the *Electricity and Gas Inspection Act*. Disputes within the jurisdiction of the Ontario Energy Board will be referred to the Ontario Energy Board for resolution. The Customer may refer all other disputes for arbitration under the Arbitration Act 1991 (Ontario).



before a single arbitrator. If the Customer has not given written notice that the Customer is referring the dispute for resolution within five (5) Business Days, the Customer will be deemed to have abandoned the dispute and shall pay any amount still owing within three (3) Business Days.

Monies found to be owing to the Utility at the resolution of the matter shall be paid by the Customer within five Business Days of such final resolution. If upon resolution of the matter, the amount owed by the Customer is less than the amount originally withheld by the Customer, then interest will not be calculated during the time period prior to the resolution of the dispute.

The Utility shall also be entitled to recover its Ontario Energy Board approved late payment charge for any late payment, including any payment that is unsuccessfully disputed by the Customer.

This Agreement is subject to the consent of the Customer's Lenders. The Customer agrees to use reasonable efforts to secure such consent in a timely manner. This paragraph is entirely for the benefit of the Customer. The Customer shall waive this condition in writing.

## **PART 12 - NOTICE OF COMMUNICATION**

Except for the notice for curtailment of service set out in Part 6 above, any notice or other communication required to be given by either party to this Contract to the other shall be deemed to have been given 72 hours after such notice of communication shall have been mailed in a postage prepaid envelope addressed, in the case of notice to the Utility, to it at:

Natural Resource Gas Ltd.  
39 Beech St. E.,  
P.O. Box 307,  
Aylmer, Ontario N5H 2S1

Telephone: 519-773-5321

Facsimile: 519-773-5335

Or in the case of notice to the Customer, to it at:

Integrated Grain Processors Co-operative Inc.  
701 Powerline Road  
Brantford, Ontario N3T 5L8

Telephone: (519) 752-0447

Facsimile: (519) 752-1887

or in each case to such other address as the particular party may furnish to the other from time to time during the term of this Contract, provided that any such notice or other communication may be given by delivery at the above addresses and shall be deemed to have been given at the time



of such delivery. All invoices from Utility to Customer will be hand delivered to Customer's address as noted above.

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

**NATURAL RESOURCE GAS LIMITED**

By:



Name: Mark J. Bristoll

Title: President

I have authority to bind the corporation.

**INTEGRATED GRAIN PROCESSORS CO-OPERATIVE LTD..**

Per:

Name: Tom Cox

Title:

I have authority to bind the corporation.

**INTEGRATED GRAIN PROCESSORS  
CO-OPERATIVE INC.**

Per:

Name: Brent McBlain

Title:

I have authority to bind the corporation.



of such delivery. All invoices from Utility to Customer will be hand delivered to Customer's address as noted above.

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

**NATURAL RESOURCE GAS LIMITED**

By:

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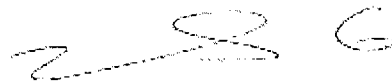
Name: Mark J. Bristoll

Title: President

I have authority to bind the corporation.

**INTEGRATED GRAIN PROCESSORS CO-  
OPERATIVE LTD..**

Per:



---

Name: Tom Cox

Title:

I have authority to bind the corporation.

**INTEGRATED GRAIN PROCESSORS  
CO-OPERATIVE INC.**

Per:



---

Name: Brent McBlain

Title:

I have authority to bind the corporation.



**Schedule A**

**OEB APPROVED RATE SCHEDULE**

[TO BE INSERTED]



NATURAL RESOURCE GAS LIMITED

**RATE 3 - Special Large Volume Contract Rate**

**Rate Availability**

Entire service area of the company.

**Eligibility**

A customer who enters into a contract with the company for the purchase or transportation of gas:

- a) for a minimum term of one year;
- b) that specifies a combined daily contracted demand for firm and interruptible service of at least 700 m<sup>3</sup>; and
- c) a qualifying annual volume of at least 113,000 m<sup>3</sup>.

**Rate**

1. Bills will be rendered monthly and shall be the total of:

- a) A Monthly Customer Charge:

A Monthly Customer Charge of \$150.00 for firm or interruptible customers; or  
A Monthly Customer Charge of \$175.00 for combined (firm and interruptible) customers.

- b) A Monthly Demand Charge:

A Monthly Demand Charge of 25.5904 cents per m<sup>3</sup> for each m<sup>3</sup> of daily contracted firm demand.

- c) A Monthly Delivery Charge:

(i) A Monthly Firm Delivery Charge for all firm volumes of 3.7310 cents per m<sup>3</sup>,

(ii) A Monthly Interruptible Delivery Charge for all interruptible volumes to be negotiated between the company and the customer not to exceed 9.2249 cents per m<sup>3</sup> and not to be less than 6.0992 per m<sup>3</sup>.

- d) Gas Supply Charge (if applicable)

See Schedule A.

- e) Overrun Gas Charges:

Overrun gas is available without penalty provided that it is authorized by the company in advance. The company will not unreasonably withhold authorization.

If, on any day, the customer should take, without the company's approval in advance, a volume of gas in excess of the maximum quantity of gas which the company is obligated to deliver to the customer on such day, or if, on any day, the customer fails to comply with any curtailment notice reducing the customer's take of gas, then,

- (i) the volume of gas taken in excess of the company's maximum delivery obligation for such day, or
- (ii) the volume of gas taken in the period on such day covered by such curtailment notice (as determined by the company in accordance with its usual practice) in excess of the volume of gas authorized to be taken in such period by such curtailment notice,

as the case may be, shall constitute unauthorized overrun volume.

Any unauthorized firm overrun gas taken in any month shall be paid for at the Rate 3 Firm Delivery Charge in effect at the time the overrun occurs. In addition, the Contract Demand level shall be adjusted to the actual maximum daily volume taken and the Demand Charges stated above shall apply for the whole contract year, including retroactively, if necessary, thereby requiring recomputation of bills rendered previously in the contract year.



Any unauthorized interruptible overrun gas taken in any month shall be paid for at the Rate 1 Delivery Charge in effect at the time the overrun occurs plus any Gas Supply Charge applicable. Tab 2  
11 of 16

For any unauthorized overrun gas taken, the customer shall, in addition, indemnify the company in respect of any penalties or additional costs imposed on the company by the company's suppliers, any additional gas cost incurred or any sales margins lost as a consequence of the customer taking the unauthorized overrun volume.

2. In negotiating the Monthly Interruptible Commodity Charge referred to in 1(c)(ii) above, the matters to be considered include:

- a) The volume of gas for which the customer is willing to contract;
- b) The load factor of the customer's anticipated gas consumption, the pattern of annual use, and the minimum annual quantity of gas which the customer is willing to contract to take or in any event pay for;
- c) Interruptible or curtailment provisions;
- d) Competition.

3. In each contract year, the customer shall take delivery from the company, or in any event pay for it if available and not accepted by the customer, a minimum volume of gas as specified in the contract between the parties. Overrun volumes will not contribute to the minimum volume. The rate applicable to the shortfall from this minimum shall be 3.3853 cents per m<sup>3</sup> for firm gas and 5.7536 cents per m<sup>3</sup> for interruptible gas.

4. The contract may provide that the Monthly Demand Charge specified in Rate Section 1 above shall not apply on all or part of the daily contracted firm demand used by the customer during the testing, commissioning, phasing in, decommissioning and phasing out of gas-using equipment for a period not to exceed one year (the transition period). In such event, the contract will provide for a Monthly Firm Delivery Commodity Charge to be applied on such volume during the transition of 6.3515 cents per m<sup>3</sup> and a gas supply commodity charge as set out in Schedule A, if applicable. Gas purchased under this clause will not contribute to the minimum volume.

#### **Bundled Direct Purchase Delivery**

Where a customer elects under this rate schedule to directly purchase its gas from a supplier other than NRG, the customer or their agent, must enter into a Bundled T-Service Receipt Contract with NRG for delivery of gas to NRG. Bundled T-Service Receipt Contract rates are described in rate schedule BT1. The gas supply charge will not be applicable to customers who elect said Bundled T transportation service.

Unless otherwise authorized by NRG, customers who are delivering gas to NRG under direct purchase arrangements must obligate to deliver said gas at a point acceptable to NRG, and must acquire and maintain firm transportation on all pipeline systems upstream of Ontario.

#### **Delayed Payment Penalty**

When payment is not made in full by the due date noted on the bill, which date shall not be less than 16 calendar days after the date of mailing, hand delivery or electronic transmission of the bill, the balance owing will be increased by 1.5%. Any balance remaining unpaid in subsequent months will be increased by a further 1.5% per month. The minimum delayed payment penalty shall be one dollar (\$1.00).

Effective: April 01, 2007

Implementation: All bills rendered on or after April 01, 2007

EB-2007-0048



**NATURAL RESOURCE GAS LIMITED GAS DELIVERY CONTRACT****SCHEDULE B - GENERAL TERMS AND CONDITIONS****PART 1 – RATES**

1.1 Bills are issued monthly, being due when rendered in accordance with the provisions of the gas delivery contract and the approved rate schedule. If payment in full is not received within 15 days of rendering the bill, any amount owing shall be increased by 1.5% on the next bill.

1.2 In the event of any increase,

- (a) in the cost of gas to the Utility under its gas purchase contracts;
- (b) in the cost of gas to the Utility resulting from the application of any valid law, order, rule or regulation of any legislative body or duly constituted authority now or hereafter having jurisdiction;
- (c) in the costs of the Utility resulting from any changes in, or the imposition of any taxes, excises or duties by any governmental authority during the lifetime of this contract, on the importation, transmission, storage, purchase or sale of gas; or
- (d) in the charges or rates approved or fixed by the Ontario Energy Board for the delivery or sale of gas by the Utility to the Customer, including retroactive rate increases authorized by the Ontario Energy Board.

then to the extent that such increases in the case of (a), (b) or (c) above are paid by the Utility on the gas delivered to the Customer, or such increase in the case of (d) above is ordered by the Ontario Energy Board to be charged to the Customer, the rates to be paid by the Customer to the Utility, pursuant to the gas delivery contract, shall be increased accordingly for all gas delivered subsequent to that increase in costs or charges, provided that the increased rates shall not exceed rates fixed by order of the Ontario Energy Board from time to time.

1.3 In the event the terms and conditions of the agreement between Utility and Customer are changed by Order of the Ontario Energy Board, such changed terms and conditions shall be deemed to be in effect between the Utility and the Customer.



## **PART 2 – UNAUTHORIZED OVER-RUN GAS PENALTY**

- 2.1 If, on any day, the Customer takes without the Utility's advance approval, a volume of gas in excess of the maximum hourly or daily quantity of firm or interruptible gas which the Utility is obligated to deliver to the Customer on such day, or if, on any day, the Customer fails to comply with any curtailment order of the Utility reducing either the Customer's hourly or daily take of gas, the volume of gas taken in excess of the Utility's maximum delivery obligation or curtailed maximum delivery obligation shall constitute unauthorized over-run gas.
- 2.2 In the event the Customer on any day takes a volume of gas constituting unauthorized over-run gas:
- (a) the Utility may curtail gas service to the Customer during such a day when required to avoid adverse impacts to the Utility's distribution system;
  - (b) the Customer shall pay the Utility a penalty as stipulated in the Rate 3 rate schedule.

## **PART 3 – METERING AND SERVICE**

- 3.1 The Utility agrees to install, operate and maintain measurement equipment of suitable capacity and design to measure the gas supplied.
- 3.2 The measurement and regulating equipment shall be installed on the Customer's premises at a site located as near as possible to the point of utilization in accordance with safety regulations.
- 3.3 Each party shall have the right to enter the measurement and regulating location at any reasonable time and shall have the right to be present at the time of installing, reading, cleaning, changing, repairing, inspecting, testing, calibrating or adjusting of measurement equipment.
- 3.4 The Utility's measurement equipment shall be examined by the Utility at least once every nine months and, if requested, in the presence of a representative of the Customer, but the Utility shall not be required as a matter of routine to examine such equipment more frequently than once in any nine month period.
- 3.5 All natural gas delivered to the Customer shall be measured utilizing equipment and procedures that conform to the *Electricity and Gas Inspection Act* and regulations, and specifications authorized by the Act and regulations.



#### **PART 4 – EQUIPMENT**

- 4.1 The title to all service pipes, meters, regulators, attachments and equipment placed on the Customer's premises and not sold to the Customer shall remain with the Utility, with right of removal, and no charge shall be made by the Customer for use of premises occupied thereby, and the Customer agrees to be responsible for any loss or damage thereto resulting from wilful or negligent acts of the Customer or its agents or employees or persons acting under the authority of or with the permission of the Customer.

#### **PART 5 – FORCE MAJEURE**

- 5.1 In the event that either the Customer or the Utility is rendered unable, in whole or in part, by Force Majeure, to perform or comply with any obligation or condition of this Contract, then the obligations (other than the obligations to make payment of money then due) of both parties so far as they are directly related to and affected by such Force Majeure, shall be suspended during the continuance of the Force Majeure.
- 5.2 The party claiming Force Majeure shall give Notice, with full particulars, to the other party as soon as possible after the occurrence of Force Majeure.
- 5.3 The party claiming Force Majeure shall also give Notice to the other party as soon as possible after the Force Majeure is remedied in whole or part.
- 5.4 Force Majeure means:
- (a) Acts of God, landslides, lightning, earthquakes, fires, storms, floods, washouts, explosions, breakage or accident to its machinery or equipment or lines of pipe;
  - (b) freezing or failure of wells or lines of pipe; curtailment of firm transportation or firm storage by other natural gas service providers;
  - (c) strikes, lockouts or other industrial disturbances, riots, sabotage, insurrections, civil disturbance, acts of terrorism, wars, arrests or restraint of governments and people;
  - (d) any laws, orders, rules, regulations, acts of any government body or authority, civil or military;
  - (e) any act or omission by parties not controlled by the party claiming Force Majeure; and
  - (f) any other similar causes not within the control of the party claiming Force Majeure

which by the exercise of due diligence such party is unable to prevent or overcome. The party claiming Force Majeure shall make reasonable efforts to avoid, or correct the Force Majeure and to remedy the Force Majeure once it has occurred in order to resume performance.



- 5.5 Neither party shall be entitled to claim force majeure if any of the following circumstances prevail:
- (a) the failure resulting in a condition of force majeure was caused by the negligence of the party claiming suspension;
  - (b) the failure was caused by the party claiming suspension where such party failed to remedy the condition by making all reasonable efforts (short of litigation, if such remedy would require litigation);
  - (c) the party claiming suspension failed to resume the performance of such conditions or obligations with reasonable dispatch;
  - (d) the failure was caused by lack of funds; and
  - (e) the party claiming suspension did not give to the other party the required notice as soon as possible after determining or within a period within which it should have determined, acting reasonably, that the occurrence was in the nature of force majeure and would affect its ability to observe or perform any of its conditions or obligations under the Contract.
- 5.6 During a Force Majeure declared by the Utility, the Customer will be responsible for any commodity charges and will only be relieved of the demand charges applicable to that part of the services not available to the Customer as a result of the Force Majeure. The Utility will not be responsible for any charges by any other natural gas service providers.
- 5.7 During a Force Majeure declared by the Customer, all demand charges and all commodity charges otherwise payable under this Contract will continue to be payable. The Minimum Annual Volume shall be reduced in the same proportion as the number of days of Force Majeure the number of days in a contract year.
- 5.8 The term of the Gas Delivery Contract shall be extended by the length of any Force Majeure event.

## **PART 6 – AGREEMENTS OF INDEMNITY**

- 6.1 The Utility and the Customer shall save harmless and indemnify the other from any injury, loss or damages to persons or property caused by its negligence or wilful misconduct or by the negligence or wilful misconduct of its agents or employees or persons acting under its authority or with its permission.



## **PART 7 – MISCELLANEOUS**

- 7.1 No waiver by either party of any one or more defaults by the other in the performance of any provisions of the contract shall operate or be construed as a waiver of any future default or defaults, whether of a like or different character.
- 7.2 This contract shall be interpreted, performed and enforced in accordance with the laws of the Province of Ontario.
- 7.3 No additions, deletions or modification of the terms and provisions of this contract shall be effective except by the execution of a new contract.
- 7.4 This contract shall be binding upon, and inure to the benefit of the parties hereto and their respective successors and assigns but shall not be assigned or be assignable by the Customer without the prior written consent of the Utility. The Utility agrees that such consent shall not be unreasonably withheld. For greater certainty an assignment by way of security to the Customer's lenders shall be considered reasonable.
- 7.5 Any gas purchased by the Customer hereunder shall not be resold or otherwise used by a third party.



**BUNDLED T-SERVICE RECEIPT CONTRACT**

**B E T W E E N:**

**NATURAL RESOURCE GAS LIMITED (“NRG”)**, a company  
duly incorporated under the laws of the Province of Ontario,

- and -

**IGPC ETHANOL INC.**  
 (“**Customer**”), a company duly incorporated under the laws of Ontario,

**WHEREAS** the Customer has entered an agreement with NRG, dated January 31, 2007 for the delivery of Gas (“Gas Delivery Agreement”) to the Customer’s ethanol facility in NRG’s franchise area;

**AND WHEREAS** the Customer owns or controls Gas which it has requested NRG to receive and to deliver to certain facilities;

**AND WHEREAS** NRG owns and operates an integrated gas transportation and distribution system in the Province of Ontario and agrees to accept delivery of Gas from the Customer and to redeliver quantities of Gas to the Facilities.

**NOW THEREFORE THIS AGREEMENT WITNESSETH THAT** in consideration of the premises hereto and the mutual covenants herein contained, the exchange of one (\$1.00) dollar of lawful Canadian money, the receipt and sufficiency of which is conclusively acknowledged by each of the Parties, and for other good and valuable consideration the Parties agree and covenant as follows:

**I. ATTACHMENTS**

**1.01 Schedules Form Part of Contract**

The General Terms and Conditions contained in Schedule A, and the Definitions contained in Schedule B are hereby incorporated in and form part of this Contract.

**II. CONDITIONS PRECEDENT**

**2.01 Conditions Precedent Applicable to all Points of Receipt**



The obligations of the Customer and NRG hereunder shall not arise prior to the satisfaction of the following conditions precedent.

- (a) Customer shall have provided all financial assurance required by NRG pursuant to the Gas Delivery Agreement;
- (b) Customer shall have given to NRG and Union at least ninety days notice of the first date of Gas flow to be nominated pursuant to Clause 2.01 of Schedule "A" attached;
- (c) NRG shall have nominated for the first date of Gas flow pursuant to Clause 2.01 of Schedule "A" attached and Union shall have accepted such nomination; and
- (d) The Customer shall have made all necessary arrangements to transport Gas to the Ontario Point of Receipt, including having obtained any necessary licenses, permits, regulatory approvals and pipeline transportation capacity.

### **III. DELIVERY**

#### **3.01 Commencement Date**

The Customer's and NRG's respective obligations to deliver and receive Gas under this contract shall commence, subject to satisfaction of the conditions precedent, on the date specified in Customer's first nomination pursuant to Clause 2.01 in Schedule "A" (the "Date of First Delivery") and shall continue until this Contract is terminated.

#### **3.02 Quantity**

The estimated volume to be delivered during the Contract Year is 1,274,497 GJ.

The estimated volume to be delivered during the Contract Year under DCQ is 3492 GJ/day.

On days when requested by Customer and Authorization Notice by NRG is given, the above quantity parameters shall be deemed to be amended in accordance with such Authorization Notice.

The volume of to be delivered during the First Contract Year shall be determined by prorating the annual volumes specified above by dividing the number of days in the First Contract Year by 365.

#### **3.03 Delivery Location**

The following Facilities are subject to this Contract:

Integrated Grain Processors Co-operative Inc. – Ethanol Facility  
Progress Drive



Aylmer, Ontario

The Customer may add additional delivery points within NRG's franchise area with the commencement of such delivery to be agreed to by Customer and NRG, acting in a commercially reasonable manner.

#### **IV. CONTRACT TERM**

##### **4.01 Contract Term**

This Contract shall be effective from the date hereof. This Contract, subject to the provisions hereof, shall continue in full force until the end of the Contract Year. This Contract shall automatically renew on the same terms for the subsequent Contract Year unless either Party has provided notice of termination prior to the date specified in Clause 6.02 of Schedule "A".

The first Contract Year shall commence on the date of first delivery and end October 1 at 10:00 a.m. local time in Aylmer, Ontario of such calendar year. Each subsequent Contract Year shall commence October 1 at 10:00 a.m. and end at 10:00 a.m. of October 1 of the immediately following calendar year.

#### **V. OBLIGATIONS TO DELIVER AND TO ACCEPT**

##### **5.01 General Obligation to Deliver and Accept**

Subject to the provisions of this Contract and commencing on the Date of First Delivery hereunder, NRG agrees to receive on the Union Gas system a volume of gas equal to the Obligated DCQ. Customer accepts the obligation to deliver the Obligated DCQ to NRG on the Union Gas system on a Firm basis. On days when an Authorization Notice is given, the DCQ parameters are as defined in the Authorization Notice. NRG shall use reasonable commercial efforts to make arrangements with Union, as required, to ensure delivery of the Obligated DCQ from Customer to Union and redelivery from Union to NRG based on Customer's contracted demand set out in the Gas Delivery Contract.

#### **VI. BANKED GAS ACCOUNT ("BGA")**

##### **6.01 General**

The Banked Gas Account ("BGA") will be used to accumulate the monthly differences between the total volume of Gas received by NRG for the Customer hereunder, and the total volume of Gas redelivered by NRG to the Customer's Facilities plus any BGA transactions permitted by Authorization Notice. Where the cumulative volumes received exceed the volumes redelivered, the resulting BGA balance shall be deemed positive, where the cumulative volumes redelivered exceed the volumes received, the resulting BGA balance shall be deemed negative.

Customer shall plan and operate in a manner that will achieve a BGA balance of zero at the end of each Contract Year. In addition, Customer shall take balancing actions early in the winter to



ensure the BGA balance is not less than the Winter Checkpoint Quantity as of the Winter Checkpoint.

Maximum Positive Variance (End of Contract Year)	50,980 GJ
Maximum Negative Variance (End of Contract Year)	-50,980 GJ
Winter Checkpoint Quantity (February 28)	0 GJ

## **6.02 Right to Refuse Deliveries**

If NRG forms the opinion that the BGA balance will exceed Customer's Maximum Positive Variance at the end of the current Contract Year, NRG in its sole discretion shall have the right to refuse acceptance of Gas receipts in excess of such Maximum Positive Variance. NRG's refusal under these circumstances however does not relieve the Customer of its obligation to deliver pursuant to Article V. NRG agrees to act in a reasonable and responsible manner when interpreting the relevant data for determining the forecasted Contract Year end balances. NRG shall not be liable for any damages, losses, costs or expenses incurred by the Customer as a consequence of refusing acceptance of receipts hereunder.

## **6.03 Monitoring BGA Balances**

The Customer agrees to monitor its BGA balance on a monthly basis with the intention of maintaining its BGA balance at Contract Year end within the range of the Maximum Variance. NRG agrees to monitor the Customer's BGA balance on a monthly basis and will provide such monthly BGA balance to Customer. If the Customer anticipates a balance in excess of the Maximum Variance, the Customer shall notify NRG promptly. Any costs incurred by NRG as a result of the Customer exceeding their Maximum Variance shall be charged to the Customer.

If during February, the BGA balance will be less than the Winter Checkpoint Quantity the Customer will advise NRG of the additional quantity of Gas to be delivered. Customer must make a request for such balancing transaction prior to the 15<sup>th</sup> Business Day of February.

If NRG is required to pay a charge by Union as a result of non-compliance with the balance with the balancing obligations as between NRG and Union, then NRG shall only be permitted to charge Customer such portion of the charge for which Customer is directly responsible.

## **6.04 Year End BGA Adjustments**

The BGA balance will be adjusted at the end of each Contract Year in accordance with the following provisions:

- (a) The BGA balance will be carried forward to the next Contract Year as the opening balance in the BGA. Such balance being carried forward shall not exceed an amount equal to the Maximum Variance, except at NRG's sole discretion.



- (b) A positive BGA balance being carried forward to the next Contract Year shall be deemed to be the first Gas redelivered under any subsequent NRG Redelivery Contract. A positive BGA balance in excess of the positive Maximum Variance may result in additional charges being imposed on NRG by Union. Such charges shall be deemed to be the responsibility of the Customer. Such charges shall be billed to the Customer monthly, until the balance carried forward has been reduced to the Maximum Variance. The Customer acknowledges that storage will be obtained by NRG on a "best efforts" basis only as restrictions may be imposed on storage availability by Union.
- (c) If the Customer does not have a Contract in place with NRG for the period following the current Contract Year then, except at NRG's sole discretion, no positive or negative BGA balance will be permitted to be carried over at the end of the Contract Year.

## **VII. SERVICE AFTER EXPIRY OF CONTRACT**

### **7.01 Deliveries on a Reasonable Efforts Basis**

If this Contract terminates for whatever reason in circumstances where NRG is not able to retain or recover pipeline capacity from Union at reasonable prices and under reasonable terms and conditions, for a volume equal to the daily volumes associated with this Contract, then at NRG's option the Gas Delivery Agreement shall be deemed to be amended to relieve NRG of any obligation, other than on a reasonable efforts basis, to deliver Gas to the Facilities and this Article VIII shall constitute an agreement to the contrary within the meaning of Section 42 of the Ontario Energy Board Act, 1998.

## **VIII. GENERAL**

### **8.01 Non-Waiver and Future Default**

No waiver by a Party hereto of any one or more defaults by the others in the performance of any obligations under this Contract shall operate or be construed as a waiver of any future default or defaults, whether of a like or a different character.

### **8.02 Gender, Number and Internal References**

Unless the context otherwise requires, words importing the singular include the plural and vice-versa and words importing gender include all genders. The words "herein", "hereunder" and words of similar import refer to the entirety of this Contract, including the Schedules incorporated into this Contract, and not only to the Section in which such use occurs.

### **8.03 Industry Usage**

Words, phrases, and/or expressions which are not defined herein and which, in the usage or custom of the business of the exploration, production, transportation, distribution or sale of Gas have an accepted meaning shall have that meaning.



#### **8.04 Amendment**

Except as provided herein, no amendment, supplement, renewal or restatement of this Contract shall be effective or binding upon the parties hereto unless set forth in writing and signed by each of the parties hereto by its respective proper officers or authorized representatives in that behalf.

#### **8.05 Confidentiality**

Unless the Parties to this Contract otherwise expressly agree in writing, the terms of this Contract will remain strictly confidential except as required by applicable law or by any competent regulatory body or court of competent jurisdiction. Notwithstanding, the Customer may disclose the terms of this Contract to its lenders, consultants, financial and other advisors and legal representatives who shall agree to keep this Contract confidential as contemplated herein.

#### **8.06 Further Assurances**

The Customer will do, execute and deliver, or will cause to be done, executed and delivered, all such further acts, documents (including certificates, declarations, affidavits, reports, and opinions) and things as NRG may reasonably request for the purpose of establishing compliance with the representations, warranties, and conditions of this Contract.

#### **8.07 Laws, Regulations and Orders**

This Contract and the respective rights and obligations of the Parties hereto are subject to all present and future laws, orders, rules and regulations of any competent legislative body or duly constituted authority now or hereafter having jurisdiction. Further, this Contract shall be varied and amended to comply with or conform to any valid order or direction of any board, tribunal, or administrative agency of competent jurisdiction which affects any of the provisions of this Contract.

#### **8.08 Law of Contract**

This Contract shall be exclusively governed by and construed in accordance with the laws of the Province of Ontario and Canada therein.

#### **8.09 Time of Essence**

Time shall be of the essence hereof.

#### **8.10 Successors and Assigns**

This Contract shall be binding upon and shall inure to the benefit of the Parties hereto and their legal representatives, agents and their respective successors and permitted assigns, but no assignment of this agreement by any Party shall be valid without the prior written consent of the other Party; provided however that such consent may not be unreasonably withheld; except that with respect to an assignment by a Party to an Affiliate, the Party shall not be relieved of any of



its obligations under this Contract. For greater clarity, the assignment of this Contract by Customer to its lender by way of security shall be deemed to be reasonable.

### **8.11 Headings**

The division of this Contract into Articles and Sections and the Article and Section headings are for convenience of reference only and shall not effect the interpretation or construction of this Contract.

### **8.12 Counterparts**

This Contract may be executed in counterparts, including facsimile counterparts, each of which shall be deemed an original, but all of which shall together constitute one and the same agreement.




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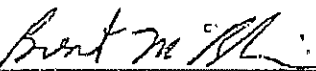
IN WITNESS WHEREOF this Contract has been properly executed by the Parties hereto by their duly authorized officers as of the date first above written.

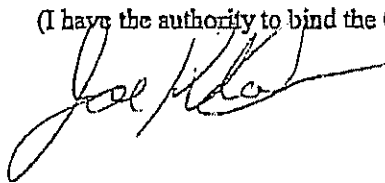
NRG:  
Natural Resource Gas Limited  
PO Box 307, 39 Beech Street East  
Aylmer, Ontario  
N5H 2S1  
Telephone: 519-773-5321  
Fax: 519-773-5335

**NATURAL RESOURCE GAS LIMITED**

By:   
Name: Mark Bristol  
(I have the authority to bind the Corporation)

**IGPC ETHANOL INC.**

By:   
Name: Brent McBlain  
(I have the authority to bind the Corporation)





## **SCHEDULE "A"**

### **BUNDLED T-SERVICE RECEIPT CONTRACT GENERAL TERMS AND CONDITIONS**

#### **I. TOLLS AND ADDITIONAL CHARGES**

##### **1.01 Administrative Charges**

The Customer agrees to pay NRG such amounts as specified in NRG's current rates, subject to change from time to time. NRG agrees to provide the Customer with 30 days notice of any changes in NRG's rates.

Should NRG become subject to any charges imposed by Union Gas Limited, or any other similar party, as a result of the Customer's transfer of natural gas into or out of NRG's banked gas account, all such charges will be paid by NRG and rebilled by NRG to the Customer.

#### **II. NOMINATIONS AND PROVISIONS**

##### **2.01 Nominations for Gas Receipt**

Prior to such time as NRG may specify, the Customer shall notify NRG as to the amount of Gas to be received by NRG for the following Day(s). Such nomination shall remain in effect and apply to subsequent Days until a new nomination request is received by NRG, and accepted by Union, on behalf of the Customer.

#### **III. FAILURE TO DELIVER**

##### **3.01 Failure to Deliver Volumes Nominated**

If on any Day, for any reason, including an instance of Force Majeure, the Customer fails to deliver the specified Contract volumes as nominated, or fails to nominate pursuant to Article II of Schedule "A" herein, then:

- (a) Each Party hereto shall advise the other by the most expeditious means available as soon as it becomes aware that such failure has occurred or is likely to occur, Clause 6.01 shall not apply to this obligation and such notice may be oral, followed by written notice pursuant to Clause 6.01;
- (b) For the purpose of this Section, the Obligated volumes nominated shall be considered the first Gas delivered, the Non-Obligated volumes nominated shall be considered the second Gas delivered, and any volumes delivered under any other basis when authorized by NRG shall be considered the last Gas delivered.
- (e) NRG shall not be liable for any damages, losses, costs or expenses incurred by the Customer as a consequence of NRG exercising its rights under this Section.

##### **3.02 Duty to Advise**

The Customer shall promptly advise NRG of any material adverse change in its ability to deliver the volume parameters specified in Schedule "B" of the Contract, the Compressor Fuel



and Excess Gas in accordance with the terms of this Contract and of any material adverse change in Customer's Gas supply or Gas transportation arrangements.

#### **IV. FORCE MAJEURE**

##### **4.01 Force Majeure Defined**

Neither party shall have any claim against the other for damages sustained as a result of interruption or cessation of gas deliveries caused by force majeure which shall include but is not limited to, acts of God, extreme wind, ice, lightening or other storms, earthquakes, tornados, hurricanes, cyclones, landslides, drought, floods, washouts, crop failures or infestations, labour disputes, strikes, lockouts, fire, accidents, breakage or repair of pipeline or machinery, depletion or shortage of gas supply or other required inputs, order of any legislative body or duly constituted authority, or other causes or contingencies beyond the control of and occurring on the part of such other party. The parties shall resume delivering and receiving gas when and if such causes or contingencies cease to be operative. It is understood and agreed that the settlement of labour disruptions, strikes or lockouts shall be entirely within the discretion of the party affected. If any curtailment or discontinuance of service resulting from any such cause continues for any period in excess of 24 hours, the minimum charge payable by the Customer shall, upon the request of the Customer, be correspondingly adjusted.

##### **4.02 Not Entitled to Benefit of Force Majeure**

Neither party shall be entitled to the benefit of the provisions of the force majeure hereunder if any or all of the following circumstances prevail: the failure resulting in a condition of force majeure was caused by the negligence of the party claiming suspension; the failure was caused by the party claiming suspension where such party failed to remedy the condition by making all reasonable efforts (short of litigation, if such remedy would require litigation); the party claiming suspension failed to resume the performance of such obligations with reasonable dispatch; the failure was caused by lack of funds; the party claiming suspension did not as soon as possible after determining or within a period within which it should acting reasonably have determined that the occurrence was in the nature of force majeure and would affect its ability to observe or perform any of its conditions or obligations under the Contract give to the other party the notice required hereunder.

##### **4.03 Effect of Force Majeure**

Notwithstanding anything herein contained, it is agreed that no Party hereto shall be liable in damages under this Contract to the others or deemed to be in default in respect of any of the terms and provisions of this Contract, if and so long as such damages and/or defaults are occasioned by or in consequence of any Force Majeure.

Force majeure shall not relieve any Party from its obligation to make payments of amounts due hereunder.

During a period of force majeure, NRG shall not draw on the letter of credit or any other security of the Customer and the Customer shall maintain the letter of credit or other security for an additional period of time equal to the duration of the force majeure event. The Minimum



Annual Volume shall be reduced on a pro rata basis by the duration of the force majeure event dividing the length of the force majeure event by the length of the contract year.

The party claiming suspension shall likewise give notice as soon as possible after the force majeure condition is remedied, to the extent that the same has been remedied, and that such party has resumed or is then in a position to resume the performance of the obligations and conditions of the Contract.

## **V. DEFAULT AND TERMINATION**

### **5.01 Events of Default**

In the event of the breach or non-observance or non-performance on the part of either Party hereto of any covenant, provision, condition, restriction or stipulation herein contained (but not including failure to take or make delivery in whole or in part of the gas delivered hereunder occasioned by any event of Force Majeure) which ought to be observed or performed by such Party and which has not been waived by the other Party, then such last mentioned Party may give written notice to the Party first mentioned requiring it to remedy such default. In the event of such first mentioned Party failing to remedy the same within a period of thirty (30) Days from the sending of such notice, the other Party may at its sole option declare this Contract to be terminated and thereupon this Contract shall become and be terminated and be null and void for all purposes other than and except as to any liability of the first mentioned Party under the same incurred before and subsisting at the Day when this Contract is declared by the other Party to be terminated as aforesaid. The right hereby conferred upon each Party shall be in addition to, and not in derogation of or in substitution for, any other right or remedy which the parties respectively at law or in equity shall or may possess.

## **VI. NOTICE PROVISIONS**

### **6.01 Notices**

Subject to the express provisions of this Contract, all communications provided for hereunder shall be in writing and delivered to an officer or other responsible employee of the addressee, or sent by mail (charges prepaid) except in the event of a strike or pending strike or similar labor dispute of the postal service, or by telex, telecopy, telegram or other similar means of recorded communication (charges prepaid) to the address of the applicable party on the execution pages of this Contract or to such other address as the recipient thereof may from time to time designate to the other in such manner. Any communications hand delivered shall be deemed to have been validly and effectively given on the date of such delivery. Communications so sent by telex, telecopy, telegram or other means of recorded communications shall be deemed to have been validly and effectively given on the business Day following the Day on which it is sent. Communications so sent by mail shall be deemed to have been validly and effectively given on the third business Day following the Day on which it is postmarked.

### **6.02 Contract Renewal Notice**



Both Parties acknowledge that under the Transportation Contract, NRG or the Customer respectively must provide Union with not less than six (6) Months notice prior to the termination of such Contract as to the type and level of service, if any, required for the next Contract Year.

In the event that Union requires less than ninety (90) Days notice, the Customer shall provide notice to NRG at least one hundred (100) Days prior to the end of the applicable Contract Year. If no notice of change is received by NRG, the Customer shall be deemed to have requested a one Year renewal of this Contract. If based upon the Customer's notice or deemed notice, NRG is committed to Union for a Transportation Contract, then, subject to Clause 1.02 of Schedule "A", the Customer shall be liable to NRG for all demand charges and/or minimum bill provisions for the term of such Transportation Contract.

NRG hereby agrees to provide notice of termination to the Customer at least six (6) Months plus ten (10) business Days prior to the expiry date of the applicable Contract Year herein for gas delivered at the Ontario Point of Receipt. In the event Union requires less than ninety (90) Days notice, NRG shall provide notice to the Customer at least one hundred (100) Days prior to the end of the applicable Contract Year.

### **6.03 Notice Regarding Facilities**

The Customer hereby acknowledges and represents to NRG that each of the Facilities are either owned by the Customer or the Customer has authority to secure Gas supplies for the facility.

If, for any reason, the Customer no longer retains responsibility for Gas supply for such Facilities, then unless agreed to in writing by NRG for the purpose of balancing volumes received by NRG herein against volumes redelivered by NRG, any volumes redelivered to the Facilities for which the Customer no longer has responsibility for securing Gas supplies shall not be used in the volume balancing.

## **VII. MISCELLANEOUS**

### **7.01 Quality and Measurement**

The quality of the Gas delivered by the Customer to NRG pursuant to this Contract shall conform to TCPL's General Terms and Conditions (as they may be amended, supplemented, renewed or restated from time to time). Measurement of the Gas delivered by the Customer to NRG pursuant to this Contract shall be in accordance with established practices of TCPL and NRG where applicable. Where Gas is delivered by the Customer to NRG where TCPL's facilities are not involved, measurement of such Gas shall be in accordance with agreed upon practices between NRG and such delivering pipelines system.

Where the measuring equipment for Gas redelivered is not equipped to determine daily volume figures, the meter reading on the Date of First Delivery and on the termination date shall be deemed to be the reading determined by interpolation between the preceding bill and the next bill following such Day.

NRG shall have the right to commingle Gas received under the Contract with Gas owned by NRG or others and redeliver commingled volumes on a volumetric basis. No adjustment shall be



made by NRG for any variation between the Gross Heating Value of the Gas received hereunder and the Gross Heating Value of the Gas redelivered.

NRG as transporter, shall not be responsible to either Facility and/or Customer for any discrepancy in energy content delivered into or out of any of TCPL, Union or NRG's delivery systems.

## **7.02 Energy Conversion**

The balancing of deliveries into the NRG system with consumption, as well as the provision of other services, will continue on a volumetric basis until the industry fully converts to an energy basis.

## **7.03 Warranty of Title to Gas**

The Customer represents and warrants to NRG that it will at the time of delivery have good and marketable title to all Gas delivered by the Customer to NRG under the Contract, free and clear of all liens, encumbrances and claims whatsoever, that it will at such time of delivery have good right and title to said gas as aforesaid, and that it will indemnify NRG and save NRG harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses arising from or out of adverse claims of any or all persons to said Gas or to royalties, taxes, license fees or charges thereon which are applicable to the Gas.

In the event any adverse claim of any character whatsoever is asserted against NRG in respect of any of said Gas, NRG may, at NRG's option, transfer a quantity of Gas from Customer's BGA to NRG's inventory and the title and ownership of such Gas shall automatically vest in NRG. The quantity of Gas transferred will be determined by dividing the Customer's indebtedness or monies owed to NRG, by NRG's average cost of Gas paid to Ontario producers from time to time. NRG shall retain title to such Gas until such claim has been finally determined, as security for the performance of Customer's obligations with respect to such claim under this Clause, or until the Customer shall have furnished a bond to NRG in the amount of such claim and with sureties satisfactory to NRG conditioned for the protection of NRG with respect to such claim.

## **7.04 Representation, Warranty and Covenant**

The Customer covenants and agrees with NRG that it will ensure throughout the term of this Contract that it will maintain in place, adequate Gas supply arrangements which will be sufficient to enable the Customer to fulfill its obligations hereunder. The Customer will ensure throughout the term of this Contract that all arrangements with any transporter of the Customer's Gas provides for sufficient Firm transportation for delivery of the Obligated DCQ on a Firm basis.



## SCHEDULE B

### DEFINITIONS

#### I. DEFINITIONS

##### 1.01 Definitions

In this Contract and in the Schedules hereto, unless the context otherwise requires, each of the following words, phrases and expressions shall have the meaning set forth after it:

- (a) "**10<sup>3</sup>m<sup>3</sup>**" means 1000 cubic meters of Gas;
- (b) "**Affiliate**" means with respect to the relationship between corporations that one of them directly and beneficially owns voting securities representing direct and beneficial ownership of not less than fifty-one percent (51%) of the equity capital of the other;
- (c) "**Authorization Notice**" means the written Authorization Notice provided by NRG in response to the Customer's request or the contractual requirement for the deemed amendment to any or all of the following: Obligated DCQ; Non-Obligated DCQ; Ontario Point of Receipt; a request to deliver Gas on some other basis. Such Authorization Notice shall specify the term for the deemed amendment and the authorized volume parameter changes and/or the new Point of Receipt and/or the terms and conditions whereby NRG will accept delivery of Gas on some other basis;
- (d) "**Business Day**" means any day other than a Saturday, Sunday or a statutory holiday in the Province of Ontario;
- (e) "**Contract**" means the Bundled T-Service Receipt Contract including all schedules as attached thereto as such Contract may be amended, supplemented, renewed, or restated from time to time;
- (f) "**Cubic Meter**" means the volume of Gas which occupies one cubic meter when such Gas is at a temperature of 15 degrees Celsius, and at a pressure of 101.325 kilopascals absolute;
- (g) "**Day**" means a period of 24 consecutive hours, beginning and ending at 10:00 a.m. local standard time in Aylmer, Ontario (9:00 a.m. Central Time). The reference date for any Day shall be the calendar date upon which the 24-hour period shall commence;
- (h) "**Delivery Arrangements**" means the execution and delivery to NRG (when applicable) of a Transportation Contract and the satisfactory completion of all necessary regulatory requirements (including obtaining all necessary approvals and authorizations);



- (i) **"DCQ"** means the daily volume of Gas which the Customer delivers to NRG;
- (j) **"Firm"** means transportation service not subject to curtailment or interruption except under Clause 4.01 of Schedule "A";
- (k) **"Force Majeure"** shall have the meaning specified in Clause 4.01 of Schedule "A";
- (l) **"Gas"** means Gas as defined in the *Ontario Energy Board Act*, 1998, as amended, supplemented or re-enacted from time to time;
- (m) **"Gross Heating Value"** means the total Joules, expressed in megajoules per Cubic Meter (MJ/m<sup>3</sup>) produced by the complete combustion at constant pressure of one Cubic Meter of Gas with air, with the Gas free of water vapor and the temperature and all water formed by combustion reaction to be condensed to the liquid state;
- (n) **"Joule"** (J) means the work done when the point of application of a force of one newton is displaced a distance of one meter in the direction of the force. The term "megajoule" or "MJ" means 1,000,000 Joules;
- (o) **"Maximum Variance"** means the maximum allowable difference in volume between the aggregate volume of Gas received by NRG on behalf of the Customer hereunder during the Contract Year and the aggregate volume of Gas sent by the Customer as specified in Schedule "B";
- (p) **"Month"** means the period beginning at 10:00 a.m. local standard time in Aylmer, Ontario on the first Day of the calendar month and ending at the same hour on the first Day of the next succeeding calendar month;
- (q) **"Non-Obligated"** means that volume of Gas which the Customer is delivering to NRG but which the Customer is not obligated to deliver on any Day;
- (r) **"NRG"** means Natural Resource Gas Limited;
- (s) **"Obligated"** means that volume of Gas which the Customer is obligated to deliver to NRG on a Firm basis;
- (t) **"OEB"** means the Ontario Energy Board;
- (u) **"Ontario Point of Receipt"** means, unless otherwise specified in the Contract or by Union, the junction of Union's and TCPL's facilities at Parkway, Sheridan, all in the Province of Ontario as specified by Union. For Gas delivered on some other basis, the Ontario Point of Receipt will be as specified in the Authorization Notice. Unless otherwise specified in the Contract, the Ontario Point of Receipt for all Gas to be delivered hereunder shall be on the outlet side of the measuring stations located at or near the points of connection specified herein, where Union receives the Gas;



- (v) **"Removal Arrangements"** means the approvals and authorizations of all regulatory authorities required to permit the removal of the Gas from the province or country of origin required to satisfy the Customer's obligations hereunder until the expiry of the Contract;
- (w) **"Transportation Contract"** means any one of:
- (i) the transportation contract entered into between NRG and either of, Union or TCPL, or the Customer and TCPL, for delivery of the DCQ to the pipelines facilities of Ontario Point of Receipt; or
  - (ii) an order of the National Energy Board with like effect; or,
  - (iii) the transportation contract applicable for Gas to be delivered on some other basis as authorized by NRG pursuant to an Authorization Notice.
- (x) **"Union"** means Union Gas Limited;
- (y) **"Winter Checkpoint"** means February 28;
- (y) **"Year"** means a period of 365 consecutive Days, provided, however, that any Year which contains a date of February 29 shall consist of 366.



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**BUNDLED T-SERVICE RECEIPT CONTRACT, PIPELINE COST  
RECOVERY AGREEMENT AND GAS DELIVERY CONTRACT  
CONSENT AND ACKNOWLEDGMENT AGREEMENT**

**BETWEEN**

**NATURAL RESOURCE GAS LIMITED**

**- AND -**

**SOCIÉTÉ GÉNÉRALE (CANADA BRANCH),  
AS AGENT FOR THE SECURED CREDITORS**

**- AND -**

**IGPC ETHANOL INC.**

**- AND -**

**INTEGRATED GRAIN PROCESSORS CO-OPERATIVE INC.**

**MADE AS OF**

**JUNE 27, 2007**

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**BUNDLED T-SERVICE RECEIPT CONTRACT, PIPELINE COST  
RECOVERY AGREEMENT AND GAS DELIVERY CONTRACT  
CONSENT AND ACKNOWLEDGMENT AGREEMENT**

THIS AGREEMENT made as of June 27, 2007.

BETWEEN:

**INTEGRATED GRAIN PROCESSORS CO-OPERATIVE  
INC.**, a co-operative corporation incorporated under the laws of  
the Province of Ontario (hereinafter referred to as "**IGPC**"),

- and -

**IGPC ETHANOL INC.**, a corporation organized and existing  
under the laws of the Province of Ontario (hereinafter referred to  
as the "**Borrower**")

- and -

**SOCIÉTÉ GÉNÉRALE (CANADA BRANCH)**, on behalf of  
and as administrative agent for the Lenders (as defined below)  
(hereinafter referred to as the "**Agent**"),

- and -

**NATURAL RESOURCES GAS LIMITED**, a corporation  
organized and existing under the laws of the Province of Ontario  
(hereinafter referred to as "**NRG**").

**WHEREAS** the Borrower has undertaken the business and activities relating to the design, development, construction, financing, operation and management of a new 40 million US gallon per year denatured fuel grade ethanol production plant (the "**Plant**") to be located in Aylmer, Ontario for the purpose of producing and selling ethanol, distillers' grains and carbon dioxide (the "**Project**");

**AND WHEREAS** IGPC and NRG were parties to:

(i) a pipeline cost recovery agreement dated January 31, 2007 (as it may be amended, supplemented, restated or replaced from time to time, the "**Pipeline Cost Recovery Agreement**") pursuant to which NRG has agreed, among other things, to construct the Utility Connection Facilities (as defined therein) and to arrange with Union Gas Limited ("**Union**") for the construction by Union for facilities required for the Union Gas Collection Facilities (as such term is defined therein), to deliver natural gas from Union to the Customer Facility (as defined therein) in accordance with the terms thereof;



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(ii) a gas delivery contract dated as of January 31, 2007 (as it may be amended, supplemented, restated or replaced from time to time, the "**Gas Delivery Contract**" and collectively with the Pipeline Cost Recovery Agreement, (the "**NRG Delivery Agreements**") pursuant to which NRG has agreed, among other things, to deliver natural gas to the Plant and related facilities;

**AND WHEREAS** pursuant to an assignment agreement dated as of March 30, 2007, IGPC assigned all of its right, title and interest in and to (i) the Pipeline Cost Recovery Agreement and (ii) the Gas Delivery Contract to the Borrower;

**AND WHEREAS** the Borrower and NRG are parties to a bundled T-service receipt contract dated as of June 27, 2007 (as it may be amended, supplemented, restated or replaced from time to time), (the "**Bundled T-Service Receipt Contract**" and collectively with the NRG Delivery Agreements, the "**NRG Agreements**") pursuant to which NRG has agreed, among other things, to accept delivery of gas (as defined therein) from the Borrower and to redeliver quantities of gas to certain facilities in accordance with the terms thereof;

**AND WHEREAS** pursuant to a credit agreement dated as of June 15, 2007 (as it may be amended, supplemented, restated or replaced from time to time, the "**Credit Agreement**"), between the Borrower, as borrower, IGPC, as covenantor, the Agent, as administrative agent for the lenders from time to time party to the Credit Agreement (collectively, the "**Lenders**"), and the Lenders, the Lenders have agreed to make certain credit facilities available to the Borrower to finance, in part, the construction and operation of the Project and to provide certain other credit facilities to the Borrower;

**AND WHEREAS** pursuant to the Credit Agreement the Lenders have appointed the Agent to act on their behalf in respect of the Credit Agreement and the other Loan Documents (as defined in the Credit Agreement);

**AND WHEREAS** as part of the security for the Borrower's obligations to the Agent and the Lenders (collectively, the "**Secured Creditors**") pursuant to the Credit Agreement and the other Loan Documents (the "**Obligations**") , the Borrower has assigned, transferred, set over and granted a security interest in, to and in favour of the Agent, as agent and in trust for the benefit of the Secured Creditors, all of its right, title and interest in and benefit of the NRG Agreements pursuant to the terms of (i) an assignment of material project documents dated June 27, 2007 made by the Borrower in favour of the Agent (the "**Assignment Agreement**"), and (ii) a general security agreement dated June 27, 2007 made by the Borrower in favour of the Agent (the "**Security Agreement**" and, collectively with the Assignment Agreement, the "**Security**");

**AND WHEREAS** the Borrower and the Agent acknowledge that NRG has not been provided with, and has not reviewed, the Credit Agreement, the Security Agreement or any of the other Loan Documents;

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the foregoing premises, the covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:



## ARTICLE ONE – INTERPRETATION

### **1.01 Interpretation**

(1) The division of this Agreement into Articles and Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The terms “this Agreement”, “hereof”, “hereunder” and similar expressions refer to this Agreement and not to any particular Article, Section or other portion hereof and include any agreement supplemental hereto. Unless something in the subject matter or context is inconsistent therewith, references herein to “Articles” and “Sections” are to Articles and Sections of this Agreement.

(2) In this Agreement words importing the singular number only shall include the plural and vice versa, words importing any gender shall include all genders and words importing persons shall include individuals, sole proprietorships, partnerships, associations, trusts, joint ventures, unincorporated organizations, corporations and natural persons in their capacities as trustees, executors, administrators or other legal representatives. The terms “including” and “includes” mean “including without limitation” and “includes without limitation”, respectively.

(3) Any rights or remedies available to the Agent hereunder may be exercised by the Agent on behalf of itself and the other Secured Creditors, as well as by any nominee or agent of the Agent or a receiver or receiver and manager appointed by or on behalf of the Agent on behalf of itself and the other Secured Creditors or by a court upon the application of the Agent or the Secured Creditors, or a trustee appointed by the Agent or the Secured Creditors pursuant to the *Construction Lien Act* (Ontario) (such nominee, agent, receiver and receiver and manager are collectively and individually referred to herein as a “Receiver”).

(4) For the purposes of this Agreement, “Exercise Enforcement Rights” means, in respect of the NRG Agreements, the taking of any of the following steps by NRG in respect of the Borrower following a breach by the Borrower of the NRG Agreements: (a) advising the Borrower of the termination of the Bundled T-Service Receipt Contract pursuant to Schedule A – Section 5.02, (b) demanding payment of all amounts or sums ordinarily due or accruing under the NRG Agreements other than amounts past due, (c) exercising any other right or remedy provided for under the NRG Agreements (but specifically excluding making a claim under the NRG Letters of Credit (as defined herein) and the giving of any notice the giving of which is a condition to making a claim under the NRG Agreements), (d) filing a petition in bankruptcy in respect of the Borrower pursuant to the *Bankruptcy and Insolvency Act* (Canada), (e) commencing any collection or garnishment proceedings, (f) exercising any right of set-off, (g) appointing a receiver or receiver and manager or applying to court for the appointment of a receiver, or (h) any combination of the foregoing but specifically excluding making a claim under the NRG Letters of Credit (as defined herein) and the giving of any notice of default under the NRG Agreements.



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## **ARTICLE TWO – ASSIGNMENT TO BORROWER**

### **2.01 Assignment, Assumption and Release**

(1) NRG hereby irrevocably consents to and accepts notice of and acknowledges, as of and from the date hereof, the assignment and transfer of all of IGPC's right, title and interest in and to the NRG Delivery Agreements to the Borrower.

(2) The Borrower hereby confirms and agrees that it has assumed and will perform all of the obligations of IGPC under the NRG Delivery Agreements.

(3) NRG hereby irrevocably releases and discharges IGPC from its obligations under the NRG Agreements and accepts the Borrower as the "Proponent" for all purposes of each of the NRG Agreements with effect from the date hereof.

## **ARTICLE THREE – CONSENT TO AND EFFECT OF ASSIGNMENT**

### **3.01 Consent to Assignment**

(1) NRG hereby irrevocably consents to and accepts notice of and acknowledges, as of and from the date hereof, the assignment and transfer of, and the creation of a security interest in, all of the Borrower's right, title, interest in and benefit of the NRG Agreements, by the Borrower to and in favour of the Agent, as agent and in trust for the benefit of the Secured Creditors, pursuant to the Security, as general and continuing collateral security for the payment of all present and future Obligations of the Borrower to the Secured Creditors.

(2) NRG hereby confirms that the execution, delivery and performance of the Security by the Borrower does not and will not result in an NRG Agreement Default (as such term is defined in Section 4.01) and NRG also hereby confirms that the execution, delivery and performance of the Security by the Borrower does not constitute a breach of any provision of any of the NRG Agreements and NRG consents thereto.

(3) Notwithstanding any other term or provision of this Agreement, the Agent and the Borrower agree and acknowledge that NRG shall have no liability to the Borrower as a result of NRG acting in conformance with any such notice or exercise of rights pursuant to Section 3.01, and in no way does this Agreement release the Borrower from its obligations to NRG under any of the NRG Agreements.

### **3.02 Effect of Assignment**

(1) NRG acknowledges that upon the occurrence of a Financing Default (as such term is defined in Section 5.01), the Agent on behalf of itself and the other Secured Creditors shall be entitled thereupon to exercise their rights and remedies in accordance with the Security and this Agreement and, in particular, NRG hereby acknowledges that the Agent and the Secured Creditors shall be entitled to exercise the rights and remedies of the Borrower set forth in any of the NRG Agreements.



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(2) NRG agrees that, upon receiving written notice from the Agent that a Financing Default has occurred and that the Security is being enforced (a "**Financing Default Notice**"), subject to Section 4.04 and Section 4.05 hereof, it shall not object to, interfere with or seek to prevent the enforcement of the Security or the exercise by the Agent or the Secured Creditors of their rights and remedies under this Agreement and the Security. The delivery of a Financing Default Notice by the Agent to NRG shall be sufficient, without further evidence or proof of the accuracy of the statements made therein, to permit the exercise by the Agent or the Secured Creditors of their rights and remedies pursuant to this Agreement and the Security. The Borrower agrees that NRG shall not be required or expected to investigate or independently verify the accuracy of any Financing Default Notice, and NRG agrees that it will not impose any delay in the exercise by the Agent or the Secured Creditors of their rights and remedies under this Agreement and the Security for such reason. NRG agrees (and the Borrower concurs in NRG's covenant) to honour any Financing Default Notice without inquiring whether the Agent or the Secured Creditors have a right under the Security to claim that a Financing Default has occurred or to issue a Financing Default Notice as contemplated hereby. The Borrower hereby waives any claim it may have against NRG for all actions that are taken by NRG in accordance with this Agreement (the "**Consent and Acknowledgment Waiver**") and agrees that it shall not pursue any claim for damages against NRG that may arise as a result of such Consent and Acknowledgment Waiver. In furtherance of the foregoing and recognizing that in order for the preceding sentence to have effect, the Borrower agrees that NRG shall be entitled to have recourse to equitable remedies, such as injunctive relief and specific performance, in order to enforce the Consent and Acknowledgment Waiver.

(3) Until the issuance of a Financing Default Notice by the Agent, and the exercise by the Agent or any Receiver of the Step-In Rights (as such term is defined in Section 5.01) no obligation of the Borrower to NRG under the NRG Agreements or related to the Project shall be an obligation of the Agent or the Secured Creditors or a Receiver and, subject only to facilitating compliance with and the benefit of this Agreement to the Agent and the Secured Creditors as expressly provided for herein, NRG shall continue to deal with the Borrower in the administration of the NRG Agreements.

#### **ARTICLE FOUR – NOTICE OF AND RIGHT TO CURE NRG AGREEMENT DEFAULT UNDER THE NRG AGREEMENTS**

##### **4.01 Notice of NRG Agreement Default under the NRG Agreements**

Notwithstanding any term or provision of the NRG Agreements or of this Agreement, upon the occurrence of a default on the part of the Borrower under the NRG Agreements or any one of the NRG Agreements, or any other event giving NRG the right to terminate any one of the NRG Agreements or otherwise Exercise Enforcement Rights (each such default or event, whether alleged or proved, a "**NRG Agreement Default**"), NRG shall, before terminating any one of the NRG Agreements or exercising any of its Exercise Enforcement Rights, (a) give written notice of the NRG Agreement Default to the Agent in accordance with Section 6.02 and NRG, in such notice, shall specify the nature, extent and time of such NRG Agreement Default in sufficient detail to give the Agent a reasonable understanding thereof (a "**Contract Default Notice**"), and (b) give the Agent and the Secured Creditors an opportunity to



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cure or otherwise resolve such NRG Agreement Default, as hereinafter provided in Article 4, Article 5 and Article 6.

#### **4.02 Rights upon Receipt of Contract Default Notice**

(1) Upon the delivery of a Contract Default Notice by NRG to the Agent, NRG agrees that the Agent and upon delivery by the Agent to NRG and the Borrower of a written notice (a "Contest Notice"), NRG and the Borrower agree that the Agent shall have the exclusive right to contest any such NRG Agreement Default to the extent the Borrower could do so including, without limitation, the exercise of any of the rights of the Borrower set forth in the NRG Agreements.

(2) NRG specifically acknowledges that the NRG Agreement Default that is the subject of the such Contract Default Notice may be cured by any one of the Borrower, the Agent or the Secured Creditors within the applicable cure period provided for in the relevant NRG Agreement (the "Cure Period"). Notwithstanding the foregoing, if a NRG Agreement Default specified in a Contract Default Notice (other than a monetary NRG Agreement Default or a Non-Curable Default (as defined below)) cannot reasonably be cured within the Cure Period, then the Agent or a nominee(s), acting on behalf of the Lenders, shall be provided such additional period of time as is reasonably required to cure such NRG Agreement Default which additional period of time shall in no event exceed thirty days so long as (i) the Agent shall have commenced the curing of such NRG Agreement Default within the relevant Cure Period and thereafter diligently pursues such cure, (ii) all monetary NRG Agreement Defaults under the NRG Agreements shall have been cured within the initial Cure Period referred to above and (iii) there shall be no default in respect to the Borrower's obligations set forth in Article 7 of the Pipeline Cost Recovery Agreement.

(3) If the NRG Agreement Default is not of a curable nature as provided in the NRG Agreements (a "Non-Curable Default"), then notwithstanding any right that NRG may otherwise have to terminate the NRG Agreement or to otherwise Exercise Enforcement Rights, NRG shall not terminate the NRG Agreements or any one of the NRG Agreements or otherwise Exercise Enforcement Rights if, and for so long as, (a) in accordance with Section 5.01, the Agent or a Receiver assumes and performs the rights and obligations of Borrower under the applicable NRG Agreement, and (b) such assumption has occurred within the Cure Period. Any Non-Curable Default shall be deemed to be cured on such assumption but, as a precondition to NRG not exercising Exercise Enforcement Rights, any other NRG Agreement Default shall be cured within the Cure Period as provided in Sections 5.02(2) and 5.04(2).

(4) If the Agent and/or the Secured Creditors are prevented from exercising their rights and remedies hereunder as a result of the imposition of a stay of proceedings in connection with any insolvency, bankruptcy or similar proceedings affecting the Borrower, then the applicable Cure Period in respect to a Non-Curable Default shall be extended for a period of time equal to the duration of any such stay of proceedings.



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**4.03 NRG Agreement Default Cured**

If any NRG Agreement Default of the Borrower under a NRG Agreement has been cured by the Agent, as provided for herein, the default giving rise to such NRG Agreement Default shall not thereafter be a NRG Agreement Default under the applicable NRG Agreement.

**4.04 NRG Right to Draw on the Customer Letter of Credit and the Delivery Letter of Credit**

Notwithstanding any other term or provision of this Agreement, the Agent and the Borrower acknowledge and agree that nothing in this Agreement shall be construed as (i) amending, modifying or altering in any way the terms of the Customer Letter of Credit (as such term is defined in the Pipeline Cost Recovery Agreement) or the Delivery Letter of Credit (as such term is defined in the Pipeline Cost Recovery Agreement and collectively, with the Customer Letter of Credit, the "NRG Letters of Credit" and each, a "NRG Letter of Credit"), as the case may be, or (ii) otherwise affecting, impeding, limiting or altering in any way NRG's ability to draw upon the Customer Letter of Credit or the Delivery Letter of Credit pursuant to the terms of the Pipeline Cost Recovery Agreement.

**4.05 NRG Continuing Rights**

Notwithstanding any other term or provision of this Agreement and notwithstanding the agreement of NRG not to terminate the applicable NRG Agreement prior to the expiration of the Cure Periods identified in this Article Four, none of NRG's other rights, remedies and obligations under the NRG Agreements shall not otherwise be affected, including NRG's rights to suspend performance under the applicable NRG Agreement during such Cure Period until payment of any and all monetary NRG Agreement Defaults.

**ARTICLE FIVE – LENDERS' REMEDIES UPON FINANCING DEFAULT OF SECURITY****5.01 Entitlement to Rights and Benefits of the NRG Agreements**

Without prejudice to any other rights or remedies that are available to the Agent (including those rights and remedies contained in Article Four in the event that both a Financing Default and an NRG Agreement Default occur simultaneously), upon the occurrence of a default on the part of the Borrower under the Credit Agreement or the Security, or any other event giving the Secured Creditors the right to accelerate any amount owed under the Credit Agreement or the Security or to exercise any rights under the Security (each such default or event, whether alleged or proved, a "Financing Default"), as determined in the sole discretion of the Agent, NRG agrees that the Agent or any Receiver shall be entitled to all of the rights and benefits which the Borrower has or may have under the NRG Agreements as a party thereto in the place and stead of the Borrower, including, without limitation, the right to perform all acts in the same manner and to the same extent as the Borrower may do so without interference or objection by NRG (such rights and benefits hereinafter referred to as the "Step-In Rights"),



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immediately upon (i) the issuance of a Financing Default Notice by the Agent to NRG, (ii) the Agent or a Receiver having assumed all of the Borrower's obligations under the NRG Agreements by a written instrument acceptable to NRG acting reasonably and (iii) the Agent or a Receiver having cured all monetary defaults under the NRG Agreements

#### **5.02            Assignment or Transfer of the NRG Agreements**

(1) NRG agrees that, following the exercise of Step-In Rights, the Agent or any Receiver may assign or transfer the Borrower's right, title and interest in the NRG Agreements to one or more third parties (or in succession as the case may be) (such third party hereinafter referred to as an "Assignee") provided that (a) such Assignee shall be acceptable to NRG, acting reasonably, (b) such third party or parties shall have assumed in writing the Borrower's obligations under the NRG Agreements as aforesaid during the term of the NRG Agreements or during such time as the Borrower's rights thereunder are effectively assigned to and held by any such Assignee, respectively by a written instrument acceptable to NRG acting reasonably and (c) all monetary obligations under the NRG Agreements are then current. Upon such assignment, such Assignee shall be entitled to the Step-In Rights and the Agent and, if applicable, the Receiver, shall be released from all obligations under the NRG Agreements accruing due on or after the effective date of such assignment.

(2) NRG agrees that any exercise of rights in this Article Five shall not be affected by reason of any prior NRG Agreement Default by the Borrower under the NRG Agreement, provided that the party acquiring the rights of the Borrower under the NRG Agreement shall have assumed the Borrower's obligations under the NRG Agreement as aforesaid and cured any existing NRG Agreement Default (other than a Non-Curable Contract Default) within the applicable Cure Period.

(3) NRG also agrees that any exercise of rights in this Article Five shall not constitute a breach of any provision of the NRG Agreements.

#### **5.03            Liability under the NRG Agreements**

(1) The assumption of the Borrower's obligations under the NRG Agreements by the Agent or any Receiver or an Assignee as aforesaid shall not relieve the Borrower of its obligations or duties thereunder accruing prior to, and except to the extent (i) of such assumption including, without limitation, any prior existing NRG Agreement Defaults on the part of the Borrower thereunder and (ii) to the extent that prior existing NRG Agreement Defaults on the part of the Borrower thereunder have been cured.

(2) Notwithstanding any provision contained in the NRG Agreements, prior to the exercise of any Step-In Rights, none of the Agent, the Secured Creditors nor any Receiver shall be liable for any of the Borrower's obligations or duties thereunder including, without limitation, any prior or existing NRG Agreement Defaults on the part of the Borrower thereunder.



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**5.04 NRG Acknowledgements and Waivers**

(1) Following the exercise of Step-In Rights, NRG agrees that, NRG will, if requested by the Agent, the Secured Creditors, such Receiver, or any Assignee of the Borrower's rights, title and interest in the NRG Agreement, acknowledge in writing that the Agent, the Secured Creditors, such Receiver or such Assignee, as the case may be, shall enjoy for the remainder of the term of the NRG Agreement and during the term of any renewal or extension thereof, all Step-In Rights.

(2) Subject to Sections 4.04 and 4.05 hereof, NRG further agrees that any such enforcement by the Agent, the Secured Parties or a Receiver of the rights and remedies provided for by the Security will not constitute a breach of any of the provisions of the NRG Agreements

**5.05 Future Assignments of the NRG Agreements**

NRG agrees with the Agent that any Assignee acquiring Step-In Rights pursuant to the enforcement or realization of the Security and in accordance with this Agreement, shall have the right to grant, convey, assign, transfer, mortgage, hypothecate, pledge, charge and transfer as and by way of fixed and specific pledges and charges, its rights and benefit under the NRG Agreements and all of its right, title and interest under, in and to the NRG Agreements as security for any debt obligations of the said Assignee to be issued from time to time to the extent permitted by this Agreement and the NRG Agreements provided that (i) NRG has provided its prior written consent (which consent shall not be unreasonably withheld), and (ii) any person to whom any such hypothec, mortgage, pledge and charge is given shall have the same rights in respect of protection against termination, limitation or restriction of the NRG Agreements as the Agent has hereunder and, upon the request of any such person or such Assignee, NRG will enter into an agreement similar to this Agreement to confirm such rights.

**ARTICLE SIX – UNDERTAKINGS BY NRG****6.01 Contract**

NRG agrees that in the absence of the prior written consent of the Agent (which consent shall not be unreasonably withheld or delayed) and except as required by law:

- (a) no material modification, substitution, or amendment to or assignment (in whole or in part) of the NRG Agreements nor any collateral or ancillary agreements between NRG and the Borrower affecting or relating to the NRG Agreements shall be valid, effective or binding upon the parties hereto; and
- (b) no material waiver of any of the Borrower's rights pursuant to the NRG Agreements, as assigned to the Agent, shall be effective.

**6.02 Copies of Notices, Reports, Etc.**

- (a) NRG agrees to use commercially reasonable efforts to provide the Agent with a copy of each NRG Agreement Default Notice, which is sent to the Borrower concurrently with delivery of such NRG Agreement Default Notice to the



Borrower provided that NRG shall not incur any liability in respect an inadvertent failure by NRG to deliver such NRG Agreement Default Notice nor shall any such inadvertent failure invalidate any NRG Agreement Default Notice. Following receipt of a Financing Default Notice by NRG, NRG shall, upon written request from the Agent, provide the Agent with a status report, in reasonable detail, of all transactions under the NRG Agreements.

- (b) The Borrower (and IGPC in connection with the NRG Delivery Agreements) consent to the provision by NRG to the Agent of all notices and reports in accordance with Section 6.02(a).

## **ARTICLE SEVEN – REPRESENTATIONS AND WARRANTIES OF NRG**

### **7.01 Representations and Warranties of NRG**

(1) NRG agrees that the Agent, on behalf of itself and the Secured Creditors, shall have the benefit of the representations and warranties made by NRG to the Borrower under each NRG Agreement as if the Agent was a party to each such NRG Agreement.

(2) NRG represents and warrants to the Agent, on behalf of the Secured Creditors, that: (i) NRG has not granted and shall not grant to any other person rights in respect of the NRG Agreements which are to the same effect as any of the rights granted herein; and (ii) NRG has been advised by the Agent on the Secured Creditors' behalf, and acknowledges that the Credit Agreement would not have been entered into by the Secured Creditors in the absence of, and unless the Secured Creditors were entitled to rely fully on, this Agreement.

(3) NRG covenants and warrants that its covenants and undertakings hereunder shall continue to be binding upon NRG until the earlier of the effective termination of the NRG Agreements or the granting of any written release of this Agreement by all parties thereto, or such longer period provided by applicable law, and shall be effective notwithstanding (i) any waiver or indulgence by the Agent of the Borrower under or in connection with the Security, or (ii) any amendments, supplements or revisions to the Security by and between the Agent, the Secured Creditors and the Borrower, or (iii) the failure of the Agent to exercise any remedy against the Borrower arising under or in connection with the Security or any delay by the Agent or Secured Creditors in exercising any rights under or in connection with the Security or under this Agreement, or (iv) any other circumstance which might otherwise constitute a discharge of the Borrower under the Security or of any party under this Agreement.

## **ARTICLE EIGHT – OPINION OF COUNSEL**

### **8.01 Opinion**

Within thirty days following the date hereof, NRG agrees that it shall deliver an opinion of counsel relating to each NRG Agreement and this Agreement in a form satisfactory to the Agent. The Borrower shall pay the reasonable out of pocket costs and expenses of NRG arising in connection with providing such opinion to the Agent.



## **ARTICLE NINE – GENERAL PROVISIONS**

### **9.01 Benefit of the Agreement**

This Agreement shall enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns. NRG and the Borrower agree that the Secured Creditors, or the Agent on their behalf, may, upon reasonable prior written notice, assign this Agreement without consent if the Agent for the Secured Creditors shall change to be a party other than Société Générale (Canada Branch) or any Secured Creditor shall assign its interest herein, in each case pursuant to and in accordance with the Credit Agreement, then, in such event, this Agreement shall be binding upon NRG, the Borrower and their respective successors and permitted assigns and shall enure to the benefit of any replacement agent or assignee of the a Secured Creditor, as the case may be, and their respective successors and permitted assigns

### **9.02 Further Assurances**

Each of the parties hereto agrees to do all such other acts and things and to execute all such other documents as may be reasonably required to give effect to this Agreement.

### **9.03 Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

### **9.04 Notice**

Any demand, notice or communication to be made or given hereunder shall be in writing and may be made or given by personal delivery or by transmittal by facsimile addressed to the respective party as follows:

To the Borrower:

IGPC		Ethanol		Inc.
33	Talbot		Street	East
Aylmer,				Ontario
N5H 2R9				

Attention: President  
Facsimile No: 519-765-2575

To the Agent:

Société	Générale	(Canada	Branch)
1501	McGill	College	Avenue,
Montreal,			#1800
H3A 3M8			Quebec



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Attention: Director  
Facsimile: 514-841-6251

With a copy to:

Attention: Robert Preminger  
Facsimile: 212-278-6136

To NRG:

Natural Resource Gas Limited  
P.O. Box 307  
39 Beech Street east  
Alymer, Ontario  
N5H 2S1

Attention: Steve Millar  
General Manager

c.c. Mark Bristoll  
President  
Facsimile: (519) 773-5335

or to such other address or facsimile number as any party may from time to time notify the other in accordance with this Section 9.04. Any demand, notice or communication made or given by personal delivery shall be conclusively deemed to have been given on the day of actual delivery thereof, or, if made or given by facsimile, on the first business day following the transmittal thereof.

#### 9.05 Severability

If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof shall continue in full force and effect. To the extent permitted by applicable law the parties hereby waive any provision of law that renders any provision hereof prohibited or unenforceable in any respect.

#### 9.06 No Waiver

No delay or failure by the Agent in the exercise of any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude the other or future exercise thereof or the exercise of any other right.

#### 9.07 Amendment, Waiver

Neither this Agreement nor any of the terms hereof may be terminated, amended, supplemented, waived or modified except by an instrument in writing signed by NRG and the Agent.



**9.08            Counterparts**

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which, taken together, shall be deemed to constitute one and the same instrument, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

**[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]**



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IN WITNESS WHEREOF the parties have executed this Agreement as of the first day written above.

**INTEGRATED GRAIN PROCESSORS  
CO-OPERATIVE INC.**

Per: Brent M. Blain  
Name: Brent M. Blain  
Title: V.P.

Per: Joe Kelly  
Name: Joe Kelly  
Title: Sec. Tre.

**IGPC ETHANOL INC.**

Per: Brent M. Blain  
Name: Brent M. Blain  
Title: V.P.

Per: Joe Kelly  
Name: Joe Kelly  
Title: Sec. Tre.

**SOCIÉTÉ GÉNÉRALE (CANADA  
BRANCH), as agent for the Secured  
Creditors**

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_


Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



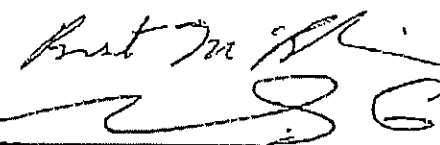
IN WITNESS WHEREOF this Contract has been properly executed by the Parties  
hereto by their duly authorized officers as of the date first above written.

NRG:  
Natural Resource Gas Limited  
PO Box 307, 39 Beech Street East  
Aylmer, Ontario  
N5H 2S1  
Telephone: 519-773-5321  
Fax: 519-773-5335

**NATURAL RESOURCE GAS LIMITED**

By:   
Name: Mark Bristoll  
(I have the authority to bind the Corporation)

**IGPC ETHANOL INC.**

By:   
Name: Brent McBlain  
(I have the authority to bind the Corporation)  
**THOMAS EDWARD COX**  
**PRESIDENT**



DESCRIPTION: IGPC Ethanol Plant

Costs	\$ 9,100,001
NPV of Costs	\$8,499,908
NPV of Revenue plus Tax Shield	\$4,668,347
Aid to Construction	\$3,831,561
Benefit/Cost Ratio	0.549

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Total
Pipeline Costs								
6"	\$ 8,600,001	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,600,001
4"	-	-	-	-	-	-	-	-
3"	-	-	-	-	-	-	-	-
2"	-	-	-	-	-	-	-	-
1.25"	-	-	-	-	-	-	-	-
1"	-	-	-	-	-	-	-	-
1/2"	-	-	-	-	-	-	-	-
Total Pipeline Costs	8,600,001	-	-	-	-	-	-	8,600,001
Service Costs	-	-	-	-	-	-	-	-
Meters & Regulators	500,000	-	-	-	-	-	-	500,000
less Class 49 Pipelines	-	-	-	-	-	-	-	-
Class 1 Equipment	9,100,001	-	-	-	-	-	-	9,100,001
Class 49 Equipment	-	-	-	-	-	-	-	-
Project Costs	\$ 9,100,001	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,100,001

Tax Shield	Class 1	Class 49
PV of tax shield =	\$ 1,149,564	\$ -

Formula based on the following:

Tax shield = (UCC x tax rate x CCA rate) <sup>(2+discount rate)</sup>

----- x -----

(CCA rate + discount rate)    2x(1+ disc. rate)

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
Customer Additions							
Rate Class							
Residential	-	-	-	-	-	-	-
Commercial	-	-	-	-	-	-	-
Industrial- Rate 1	-	-	-	-	-	-	-
IND - 4	-	-	-	-	-	-	-
Seasonal	-	-	-	-	-	-	-
Industrial - Rate 3 - Firm	1	-	-	-	-	-	-
Industrial - Rate 3 - Interruptible	-	-	-	-	-	-	-
(FIRM CD - M*3)	108,188	-	-	-	-	-	-
Total	1	-	-	-	-	-	-

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
Sales Volumes (m*3)							
Rate Class							
Residential	-	-	-	-	-	-	-
Commercial	-	-	-	-	-	-	-
Industrial- Rate 1	-	-	-	-	-	-	-
IND - 4	-	-	-	-	-	-	-
Seasonal	-	-	-	-	-	-	-
Industrial - Rate 3 - Firm	33,416,618	-	-	-	-	-	-
Industrial - Rate 3 - Interruptible	-	-	-	-	-	-	-
Total	33,416,618	-	-	-	-	-	-

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
Gas Sales Revenues (\$)							
Residential	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Commercial	-	-	-	-	-	-	-
Industrial- Rate 1	-	-	-	-	-	-	-
IND - 4	-	-	-	-	-	-	-
Seasonal	-	-	-	-	-	-	-
Industrial - Rate 3 - Firm	1,246,774	1,246,774	1,246,774	1,246,774	1,246,774	1,246,774	1,246,774
Industrial - Rate 3 - Interruptible	-	-	-	-	-	-	-
Total Revenue	1,246,774	1,246,774	1,246,774	1,246,774	1,246,774	1,246,774	1,246,774
Less							
M9 Delivery Costs	422,217	422,217	422,217	422,217	422,217	422,217	422,217
O&M Expense	50,000	50,000	50,000	50,000	50,000	50,000	50,000
Capital Tax	25,935	25,935	25,935	25,935	25,935	25,935	25,935
Property Taxes	58,405	58,405	58,405	58,405	58,405	58,405	58,405
Add							
Fixed Revenue	334,029	334,029	334,029	334,029	334,029	334,029	334,029
Pre-Tax Revenue	1,024,245	1,024,245	1,024,245	1,024,245	1,024,245	1,024,245	1,024,245
Less: Income Tax	369,957	369,957	369,957	369,957	369,957	369,957	369,957
Net Revenue	\$ 654,288	\$ 654,288	\$ 654,288	\$ 654,288	\$ 654,288	\$ 654,288	\$ 654,288

	Year 1	Year 2	Year 3	Year 4	Year 5
Cost Per Meter					
Year 1	\$ 301,42	\$ -	\$ -	\$ -	\$ -
Year 2	\$ -	\$ -	\$ -	\$ -	\$ -
Year 3	\$ -	\$ -	\$ -	\$ -	\$ -
Year 4	\$ -	\$ -	\$ -	\$ -	\$ -
Year 5	\$ -	\$ -	\$ -	\$ -	\$ -
Pipeline (Meters)					
Year 1	28,532	-	-	-	-
Year 2	-	-	-	-	-
Year 3	-	-	-	-	-
Year 4	-	-	-	-	-
Year 5	-	-	-	-	-

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
Cumulative							
Year 1	-	-	-	-	-	-	-
Year 2	-	-	-	-	-	-	-
Year 3	-	-	-	-	-	-	-
Year 4	-	-	-	-	-	-	-
Year 5	1	1	1	1	1	1	1
Year 6	108,188	108,188	108,188	108,188	108,188	108,188	108,188
Year 7	1	1	1	1	1	1	1

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
Cumulative							
Year 1	-	-	-	-	-	-	-
Year 2	-	-	-	-	-	-	-
Year 3	-	-	-	-	-	-	-
Year 4	-	-	-	-	-	-	-
Year 5	33,416,618	33,416,618	33,416,618	33,416,618	33,416,618	33,416,618	33,416,618
Year 6	33,416,618	33,416,618	33,416,618	33,416,618	33,416,618	33,416,618	33,416,618
Year 7	33,416,618	33,416,618	33,416,618	33,416,618	33,416,618	33,416,618	33,416,618



**DESCRIPTION: IGPC Ethanol Plant****Planned for fiscal: 2008****Date of last test:****Nature of Project (MA, MR): Facility Expansion**

<u>MATERIALS</u>	<u>Quantity</u>	<u>Price</u>	<u>Amount</u>
6" P.E. Pipe	28,532.00 m @	\$ 266.74	= 7,610,619.47
4" P.E. Pipe	- m @		= 0.00
3" P.E. Pipe	- m @		= 0.00
2" P.E. Pipe	- m @		= 0.00
1.25" P.E. Pipe	- m @		= 0.00
1" P.E. Pipe	- m @		= 0.00
1/2" P.E. Pipe	- m @		= 0.00
Other			
Tracer Wire	28,532.00 m @	\$ -	= 0.00
			\$ 7,610,619.47
TOTAL			7,610,619.47
Contingency	13.00%		989,380.53
TOTAL JOB			8,600,000.00
COST PER METER			301.42
			0.55

**Customer Additions**

<u>Rate Class</u>	<u>Total Potential</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	<u>TOTAL</u>
Residential	-	-	-	-	-	-	-
Commercial	-	-	-	-	-	-	-
Industrial- Rate 1	-	-	-	-	-	-	-
IND - RATE 4	-	-	-	-	-	-	-
Seasonal	-	-	-	-	-	-	-
Industrial - Rate 3 - Firm	1	1	-	-	-	-	1
Industrial - Rate 3 - Interruptible	-	-	-	-	-	-	-
	1	1	-	-	-	-	1



Natural Resource Gas Limited  
Variables Used to Calculate Cost of Pipeline Additions

RATE 3

CUSTOMER CHARGE	\$ 150.00
FIRM CD PER M*3	\$ 0.255904
FIRM COMMODITY	\$ 0.037310
INT COMMODITY	\$ 0.060992

PROPERTY TAX ASSESSMENT RATES

6"	2.05	80.71	Steel
4"	0.00	0	
3"	0.00	0	
2"	0.00	0	
Average rate		0.025362	

FEDERAL CAPITAL TAX RATE	0
PROV. CAPITAL TAX RATE	0.00285

DISCOUNT RATE  
CLASS 1 CCA RATE  
CLASS 49 CCA RATE  
MARGINAL TAX RATE

	Allocation	Cost of Debt/Capital
LT DEBT	66.21%	8.31%
DEMAND L	0.00%	0.00%
ST DEBT	-8.21%	6.00%
EQUITY	42.00%	9.20%
	100.00%	7.06%

COST OF GAS  
(UNION M9 DELIVERY CHARGE)

Residential	Commercial	Industrial (R1 and R4)	Seasonal	Contract	Demand
\$ 0.005450	\$ 0.005450	\$ 0.005450	\$ 0.005450	\$ 0.005450	\$ 0.184938

METERS/ REGS COST EACH	SERVICES COST EACH	USE PER CUSTOMER (M*3)	SELLING PRICE PER M*3	O & M EXPENSE PER CUST
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IND - RATE 3

500,000	-	\$ -	\$ 50,000
---------	---	------	-----------





**Natural Resource Gas Limited**

Wednesday, January 02, 2008

**Registered Mail**

Integrated Grain Processors Co-Operative Inc.  
701 Powerline Road  
Brantford, Ontario N3T 5L8

Attention: Mr. Tom Cox, Chair

**Re: Pipeline Cost Recovery – Ethanol Plant**

Dear Sirs:

Attached you will find unbilled 3<sup>rd</sup> party invoices related to the Pipeline Cost Recovery Agreement and Natural Resource Gas Limited's bill for services rendered by staff to date, as follows:

OEB Administrative Penalty (June 30, 2007 – July 6, 2007)	\$140,000.00
Lenczner Slaght Royce Smith Griffin LLP	75,182.63
Ogilvy Renault LLP	61,975.86
Natural Resource Gas Limited (\$130,006.50 + GST)	<u>136,506.83</u>
Total Due and Owing Upon Receipt	<u>\$413,665.32</u>

Sincerely,  
**Natural Resource Gas Limited**

Per: Mark Bristol  
President

Attachments





**Natural Resource Gas Limited**

Wednesday, January 02, 2008

**Registered Mail**

Integrated Grain Processors Co-Operative Inc.  
701 Powerline Road  
Brantford, Ontario N3T 5L8

Attention: Mr. Tom Cox, Chair

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Natural Resource Gas Limited (\$130,006.50 + GST)	<u>136,506.83</u>
Total Due and Owing Upon Receipt	<u>\$413,665.32</u>

Sincerely,  
**Natural Resource Gas Limited**

VB.

Per: Mark Bristol  
President

Attachments



**LENCZNER SLAGHT ROYCE  
SMITH GRIFFIN LLP  
BARRISTERS**

Mark J. Bristoll

13 July 2007

Our file #: 37489  
**INVOICE NO. 69539**

Re: Integrated Grain Processors

**TO PROFESSIONAL SERVICES RENDERED** with respect to the above matter during the period from June 1, 2007 to July 12, 2007:

Jun 26/07	To reviewing Energy Board statute and jurisdiction; to researching case law re scope of authority in response to emergency motion;	3.2
Jun 28/07	Prepare for motion; emails (many); telephone conversation with P. Moran, R. King and M. Bristoll; review documents; review Ontario Energy Act;	4.1
Jun 29/07	Prepare for and attend at Ontario Energy Board hearing; telephone call to P. Moran and R. King; telephone calls to M. Bristoll (many); email to M. Bristoll;	11.0
	Conference call with clients; telephone conversation with M. Bristoll;	1.3
Jul 2/07	Telephone call to M. Bristoll;	.3
Jul 3/07	Email to and from M. Bristoll (many); telephone call to M. Bristol (many); email to and from R. King; telephone call to R. King; telephone call to P. Aiken; review of scenarios; draft Notice of Appeal; conference with N. Loewith;	5.0
Jul 4/07	Telephone call to M. Bristoll (many); email to and	5.0

SUITE 2600, 130 ADELAIDE STREET WEST, TORONTO, ONTARIO, CANADA M5H 3P5  
TELEPHONE (416) 865-9500 FACSIMILE (416) 865-9010



from M. Bristoll; draft Notice of Appeal; review of Franchise Agreements; email to and from R. King;

Jul 5/07 Telephone call to M. Bristoll (many); draft and revise Notice of Appeal; telephone call to R. King (many); telephone call to P. Moran; email to and from M. Bristoll; letter to D. O'Leary; email to and from R. King; 6.0

Jul 6/07 Telephone call to R. King; telephone call to M. Bristoll; email to and from M. Bristoll; draft settlement proposal; letter to D. O'Leary; email to and from M. Bristoll (many) letter from D. O'Leary; letter to K. Walli; email to and from P. Morin; 5.0

Lawrence E. Thacker	37.7	@	575.00	=	21,677.50
N. Loewith	3.2	@	275.00	=	880.00
TOTAL FEES					<u>22,557.50</u>

TO OUR FEE \$23,000.00

#### DISBURSEMENTS

Copies 3.25 T

TOTAL DISBURSEMENTS \$3.25

TOTAL FEES AND DISBURSEMENTS \$23,003.25

#### TOTAL TAXES

G.S.T. on fees	1,380.00
G.S.T. on disbursements	.20
G.S.T. (Registration #: R133780817)	<u>1,380.20</u>

TOTAL BILL \$24,383.45



**TRUST STATEMENT**

Jul 10/07	Trust Receipt Natural Resources Gas	(15,000.00)	
	Less amount received from Trust		15,000.00
	<b>TOTAL DUE AND OWING UPON RECEIPT</b>		<b><u>\$9,383.45</u></b>

**LENCZNER SLAGHT ROYCE  
SMITH GRIFFIN LLP**

\_\_\_\_\_  
Lawrence E. Thacker  
E.& O.E.

**ACCOUNTS DUE WHEN RENDERED.** In accordance with Section 33 of the *Solicitors Act*, interest will be charged at the rate of 4.5% per annum on unpaid fees, charges and disbursements, calculated from a date that is one month after this statement is delivered.



LENCZNER SLAGHT ROYCE  
SMITH GRIFFIN LLP  
BARRISTERS

Mark J. Bristoll

13 July 2007

Our file #: 37489  
**INVOICE NO. 69539**

**Re: Integrated Grain Processors**

---

TO PROFESSIONAL SERVICES RENDERED with respect to the above matter during the period from June 1, 2007 to July 12, 2007:

- Jun 26/07 To reviewing Energy Board statute and jurisdiction; to researching case law re scope of authority in response to emergency motion;
- Jun 28/07 Prepare for motion; emails (many); telephone conversation with P. Moran, R. King and M. Bristoll; review documents; review Ontario Energy Act;
- Jun 29/07 Prepare for and attend at Ontario Energy Board hearing; telephone call to P. Moran and R. King; telephone calls to M. Bristoll (many); email to M. Bristoll;
- Conference call with clients; telephone conversation with M. Bristoll;
- Jul 2/07 Telephone call to M. Bristoll;
- Jul 3/07 Email to and from M. Bristoll (many); telephone call to M. Bristol (many); email to and from R. King; telephone call to R. King; telephone call to P. Aiken; review of scenarios; draft Notice of Appeal; conference with N. Loewith;
- Jul 4/07 Telephone call to M. Bristoll (many); email to and from M. Bristoll; draft Notice of Appeal; review of Franchise Agreements; email to and from R. King;

SUITE 2600, 130 ADELAIDE STREET WEST, TORONTO, ONTARIO, CANADA M5H 3P5  
TELEPHONE (416) 865-9500 FACSIMILE (416) 865-9010



Jul 5/07 Telephone call to M. Bristoll (many); draft and revise Notice of Appeal; telephone call to R. King (many); telephone call to P. Moran; email to and from M. Bristoll; letter to D. O'Leary; email to and from R. King;

Jul 6/07 Telephone call to R. King; telephone call to M. Bristoll; email to and from M. Bristoll; draft settlement proposal; letter to D. O'Leary; email to and from M. Bristoll (many) letter from D. O'Leary; letter to K. Walli; email to and from P. Morin;

TO OUR FEE \$23,000.00

**DISBURSEMENTS**

Copies 3.25 T

TOTAL DISBURSEMENTS \$3.25

TOTAL FEES AND DISBURSEMENTS \$23,003.25

**TOTAL TAXES**

G.S.T. on fees 1,380.00

G.S.T. on disbursements .20

G.S.T. (Registration #: R133780817) 1,380.20

TOTAL BILL \$24,383.45

**TRUST STATEMENT**

Jul 10/07 Trust Receipt Natural Resources Gas (15,000.00)

Less amount received from Trust 15,000.00

TOTAL DUE AND OWING UPON RECEIPT \$9,383.45



**LENCZNER SLAGHT ROYCE  
SMITH GRIFFIN LLP**

---

Lawrence E. Thacker  
E.& O.E.

**ACCOUNTS DUE WHEN RENDERED.** In accordance with Section 33 of the *Solicitors Act*, interest will be charged at the rate of 4.5% per annum on unpaid fees, charges and disbursements, calculated from a date that is one month after this statement is delivered.



**LENCZNER SLAGHT ROYCE  
SMITH GRIFFIN LLP  
BARRISTERS**

Mark J. Bristoll  
(Sent Via Email)

29 November 2007

Our file #: 37489  
**INVOICE NO. 71966**

**Re: Integrated Grain Processors**

---

TO PROFESSIONAL SERVICES RENDERED with respect to the above matter during the period from July 1, 2007 to October 31, 2007:

Jul 3/07 To receiving instructions from L. Thacker;

Jul 4/07 To drafting notice of appeal of Board's decision;

Jul 5/07 To determining filing requirements and certificate of evidence;

Jul 9/07 Telephone call to D. O'Leary; letter to D. O'Leary; letter to M. Bristoll; telephone call to M. Bristoll; email to and from M. Bristol;

Jul 10/07 Telephone call to M. Bristoll; email to and from M. Bristoll; letter to D. O'Leary;

Jul 11/07 Email to and from M. Bristoll; memo to file; review Pipeline Agreement; telephone call to R. King; telephone call to D. O'Leary; telephone call to D. O'Leary; email to and from D. O'Leary; telephone call to M. Bristoll; telephone call to R. King; letter to D. O'Leary;

Jul 12/07 Letters (2) from S. Stall re: transcripts; letter to D. O'Leary; prepare appeal materials;

Jul 13/07 Telephone call to M. Bristoll; letter to D. O'Leary; letter from D. O'Leary; telephone call to M. Bristoll;

SUITE 2600, 130 ADELAIDE STREET WEST, TORONTO, ONTARIO, CANADA M5H 3P5  
TELEPHONE (416) 865-9500 FACSIMILE (416) 865-9010



Jul 17/07 Telephone call to P. Moran (2); telephone call to M. Bristoll (2); telephone call to R. King; email to and from P. Moran; draft letter to D. O'Leary; email to M. Bristoll;

Jul 18/07 Email to P. Moran and R. King; telephone call to M. Bristoll; letter to M. Bristoll; draft letter to D. O'Leary; review agreements; email to and from P. Moran (2); review response of P. Moran;

Jul 19/07 Email to and from P. Moran; telephone call to M. Bristoll; letter from D. O'Leary;

Jul 20/07 Telephone call to P. Moran; email to and from P. Moran; telephone call to M. Bristoll; telephone call to D. O'Leary; letter to D. O'Leary;

Jul 23/07 Letter from D. O'Leary (2); telephone call to M. Bristoll; email to and from P. Moran; telephone call to P. Moran (3);

Jul 24/07 Letter to D. O'Leary; telephone call to M. Bristoll;

Jul 25/07 To reviewing transcript from OEB hearing; to reviewing key documents in case to prepare for appeal;

Telephone call to M. Bristoll; conference with N. Loewith re: Appeal Record; draft Factum; review transcripts;

Jul 26/07 Research for N. Loewith for OEB materials;

To researching law re interference with private contracts; to requesting research assistance from librarian; to analysis of relevant case law;

Jul 27/07 To researching jurisdiction of OEB and similar Boards;

Jul 29/07 To researching law re penalty in administrative proceedings;

Jul 30/07 To drafting factum re appeal; to reviewing energy decisions;

Draft Appeal Factum;

Jul 31/07 To editing and revising factum re appeal of OEB decision;

Telephone call to P. Morin; telephone call to M. Bristoll; telephone call to R. King; prepare Appeal materials; draft Factum;



Aug 2/07 Prepare Appeal Record;

Aug 3/07 To preparing documents, including Appeal Book and Compendium and Brief of Authorities for appeal;

Telephone call to D. O'Leary; telephone call to K. Sabalj; memo to file;

Aug 7/07 To preparing documents for file;

Draft and revise Factum; prepare Appeal Record; telephone call to K. Sabalj; telephone call to D. O'Leary;

Aug 8/07 To final revisions for filing appeal;

Telephone call to D. O'Leary; letter to D. O'Leary; telephone call to P. Moran; email to P. Moran; draft and revise Factum; email to and from P. Moran; finalize Factum; letter to D. O'Leary and OEB;

Aug 9/07 To revising Brief of Authorities for filing;

Aug 15/07 Telephone call to M. Bristoll;

Aug 17/07 Telephone call to M. Bristoll;

Sep 10/07 Telephone call to M. Bristoll; email to and from M. Bristoll;

Sep 11/07 Telephone call to M. Bristoll;

Sep 13/07 Receive instructions from L. Thacker; review appeal compendium and factum; legal research: legal consequences of failure to provide written reasons; memorandum regarding same;

Telephone call to D. O'Leary and B. McGarva;

Sep 14/07 Prepare for and attend meeting with M. Bristoll, T. Grat and W. Suchard in London;

Sep 26/07 Telephone call to D. O'Leary; telephone call to M. Bristoll;

Oct 24/07 Telephone call to M. Bristoll;

Oct 25/07 Telephone call to M. Bristoll; telephone call to D. O'Leary;



Oct 26/07 Telephone call to D. O'Leary; telephone call to M. Bristoll;  
email to and from D. O'Leary;

Oct 29/07 Telephone call to M. Bristoll; draft letter to D. O'Leary; email to  
and from M. Bristoll; letter from D. O'Leary; review proposed  
schedule;

Oct 30/07 Letter to D. O'Leary; telephone call to M. Bristoll; email to and  
from M. Bristoll;

Oct 31/07 Letter from D. O'Leary; letter to M. Bristoll; telephone call to D.  
O'Leary; telephone call to M. Bristoll;

TO OUR FEE

\$44,000.00

**DISBURSEMENTS**

Copies	428.00	T
Fax	11.75	T
Scanning	4.00	T
Courier Service	114.26	T
eCarswell On-line Research	80.40	T
On-Line Searches	54.54	T
Transaction Levy Surcharge	50.00	T
Scanning, coding and printing	596.48	T
Mileage	166.42	T
Notice Of Appeal	259.00	
Perfecting Of Appeal	201.00	
Process Serving	185.00	T
Printing/Binding	1,798.94	T

TOTAL DISBURSEMENTS

\$3,949.79

TOTAL FEES AND DISBURSEMENTS


\$47,949.79



**TOTAL TAXES**

G.S.T. on fees	2,640.00	
G.S.T. on disbursements	209.39	
G.S.T. (Registration #: R133780817)		<u>2,849.39</u>
 TOTAL BILL		 \$50,799.18
 TOTAL DUE AND OWING UPON RECEIPT		 <u>\$50,799.18</u>

LENCZNER SLAGHT ROYCE  
SMITH GRIFFIN LLP

  
\_\_\_\_\_  
Lawrence E. Thacker  
E. & O.E.

**ACCOUNTS DUE WHEN RENDERED.** In accordance with Section 33 of the *Solicitors Act*, interest will be charged at the rate of 4.5% per annum on unpaid fees, charges and disbursements, calculated from a date that is one month after this statement is delivered.



# OGILVY RENAULT

LLP / S.E.N.C.R.L., s.r.l.

Client: NATURAL RESOURCE GAS LIMITED  
 RE: Ethanol Plant  
 Matter No.: 01012724-0003

July 13, 2007  
 INVOICE: 728429

GST: R111340006

NATURAL RESOURCE GAS LIMITED  
 101 Spruce Street East  
 P.O. Box 307  
 Aylmer, Ontario N5H 2S1

Attention: Mark Bristoll  
 Chairman

For professional services rendered and disbursements incurred  
 for the period ending June 30, 2007

FEES	\$44,370.00
DISBURSEMENTS (Taxable)	117.09
DISBURSEMENTS (Non Taxable)	4.65
GST	2,669.23
<b>TOTAL FOR THIS INVOICE</b>	<b>\$47,160.97</b>

Please return a copy with payment to our address below.

**Bank Transfer**  
 Please remit by Bank Transfer to RBC Financial Group, Main Branch, Royal Bank Plaza, Toronto, Ontario, Canada  
 Bank 003, Transit 00002, Acc. No. 106-030-0  
 ABA # 021000021  
 Swift Code # ROYCCAT2  
 including invoice number on transfer order.

Payable upon receipt

Suite 3800  
 Royal Bank Plaza, South Tower  
 200 Bay Street  
 P.O. Box 84  
 Toronto, Ontario M5J 2Z4  
 Canada

Telephone (416) 216-4000  
 Fax (416) 216-3930  
 ogilvyrenault.com



**OGILVY  
RENAULT**

LLP / S.E.N.C.R.L., s.r.l.

NATURAL RESOURCE GAS LIMITED

01012724-0003

RE: Ethanol Plant

**BILLING SUMMARY**

	Hours	Rate	Amount
P. Moran	33.00	475.00	\$15,675.00
A. Welsh	5.00	625.00	\$3,125.00
R. King	17.50	500.00	\$8,750.00
K. Friedman	2.00	510.00	\$1,020.00
M. Forte	2.50	700.00	\$1,750.00
I.A. Ness	20.00	650.00	\$13,000.00
G. Walker	1.50	700.00	\$1,050.00
Total	81.50		\$44,370.00

**FEE DETAIL**

Date	Timekeeper	Description	Hours	Rate	Amount
1/6/07	Patrick Moran	Telephone call with R. Aiken regarding bundled T agreement.	0.50	475.00	\$237.50
6/6/07	Patrick Moran	Review consent to assignment with M. Forte and A. Welsh.	1.00	475.00	\$475.00
6/6/07	Mario Forte	Review agreements and note comments and strategy.	1.75	700.00	\$1,225.00
6/6/07	Ian A. Ness	Review agreement.	0.50	650.00	\$325.00
7/6/07	Patrick Moran	Email to M. Nelligan regarding NRG's need to have continuing rights notwithstanding assignment of NRG agreements.	0.25	475.00	\$118.75
7/6/07	Ian A. Ness	Discussion with P. Moran. Review issues.	0.50	650.00	\$325.00
8/6/07	Richard J. King	Liaise and update with P. Moran.	0.25	500.00	\$125.00
8/6/07	Ian A. Ness	Discussion with P. Moran.	0.25	650.00	\$162.50
8/6/07	Patrick Moran	Email to M. Nelligan regarding letter of credit.	0.25	475.00	\$118.75
9/6/07	Andrew Welsh	Review and comment on SocGen Consent Agreement.	0.75	625.00	\$468.75
11/6/07	Ian A. Ness	Discussion with P. Moran.	0.25	650.00	\$162.50
12/6/07	Mario Forte	Discussion regarding consent issues.	0.25	700.00	\$175.00

INVOICE: 728429



# OGILVY RENAULT

IUP / SENC.R.L., srl

NATURAL RESOURCE GAS LIMITED

01012724-0003

**RE: Ethanol Plant**

Date	Timekeeper	Description	Hours	Rate	Amount
13/6/07	Ian A. Ness	Review agreement, comments from A. Welsh and other materials.	1.25	650.00	\$812.50
13/6/07	Richard J. King	Discussion with P. Moran regarding matters prior to financial close; discussion with G. Walker; further discussion with P. Moran.	1.50	500.00	\$750.00
13/6/07	Patrick Moran	Telephone call with R. Aiken regarding Bundled T agreement; telephone call with M. Nelligan regarding status of consent; email to L. Parsons.	0.75	475.00	\$356.25
13/6/07	Mario Forte	Dealing with parameters for change to consent, etc.	0.50	700.00	\$350.00
14/6/07	Ian A. Ness	Consolidate comments.	1.25	650.00	\$812.50
15/6/07	Patrick Moran	Finalize Bundled T agreement and forward same to M. Bristoll for execution.	1.00	475.00	\$475.00
17/6/07	Ian A. Ness	Provide comments.	0.50	650.00	\$325.00
18/6/07	Ian A. Ness	Review agreement.	1.25	650.00	\$812.50
19/6/07	Ian A. Ness	Communications; mark-up of agreement.	1.75	650.00	\$1,137.50
20/6/07	Ian A. Ness	Meeting with P. Moran and A. Welsh; revise agreement and provide mark-up.	2.00	650.00	\$1,300.00
20/6/07	Andrew Welsh	Review I. Ness mark-up of comment; meet I. Ness and P. Moran regarding same; review further I. Ness mark-up.	1.75	625.00	\$1,093.75
21/6/07	Ian A. Ness	Consult P. Moran.	0.25	650.00	\$162.50
22/6/07	Richard J. King	Call with M. Bristoll; get wire instructions; liaise with P. Moran.	0.75	500.00	\$375.00
22/6/07	Andrew Welsh	Office conference with P. Moran; emails regarding consent.	0.50	625.00	\$312.50

INVOICE: 728429



# OGILVY RENAULT

LUP / S.E.N.C.R.L., s.r.l.

NATURAL RESOURCE GAS LIMITED

01012724-0003

RE: Ethanol Plant

Date	Timekeeper	Description	Hours	Rate	Amount
22/6/07	Patrick Moran	Telephone call with M. Nelligan regarding payment of aid-to-construct and signature pages for consent and bundled T agreement; telephone call and email to M. Bristoll regarding same; email exchange with L. Parsons; review revised consent from L. Parsons.	2.00	475.00	\$950.00
22/6/07	Ian A. Ness	Review and revise new draft agreement.	1.50	650.00	\$975.00
24/6/07	Ian A. Ness	Engaged regarding correspondence.	0.25	650.00	\$162.50
24/6/07	Andrew Welsh	Prepare for and participate in conference call with SocGen and MT regarding consent.	1.25	625.00	\$781.25
24/6/07	Patrick Moran	Conference call with A. Welsh, G. Baird and L. Parsons regarding draft consent.	1.00	475.00	\$475.00
25/6/07	Richard J. King	Liaise with P. Moran; liaise with client; get wire instructions.	0.50	500.00	\$250.00
25/6/07	Patrick Moran	Review draft consent received from L. Parsons.	0.50	475.00	\$237.50
25/6/07	Ian A. Ness	Communication regarding agreement.	0.75	650.00	\$487.50
26/6/07	Richard J. King	Email exchanges with P. Moran regarding deadline.	0.50	500.00	\$250.00
26/6/07	Geoffrey Walker	Telephone with P. Moran re LC payment tax issue. Update and finalize tax memo providing advice on Canadian tax treatment.	1.50	700.00	\$1,050.00
26/6/07	Andrew Welsh	Review I. Ness mark-up of redraft; meeting with I. Ness and P. Moran.	0.50	625.00	\$312.50
26/6/07	Ian A. Ness	Reviewing agreement; comments; conference call; providing further comments; office consultation; meeting to discuss.	3.75	650.00	\$2,437.50

INVOICE: 728429





LLP / S.E.N.C.R.L., s.r.l.

NATURAL RESOURCE GAS LIMITED

01012724-0003

RE: Ethanol Plant

Date	Timekeeper	Description	Hours	Rate	Amount
26/6/07	Patrick Moran	Email exchanges with M. Bristoll; review consent with I. Ness and A. Welsh and forward same to M. Bristoll; prepare and forward markups of consent to L. Parsons; conference call with L. Parsons, G. Baird and I. Ness.	4.00	475.00	\$1,900.00
27/6/07	Andrew Welsh	Redraft; office conference with I. Ness.	0.25	625.00	\$156.25
27/6/07	Richard J. King	Liaise with P. Moran and K. Friedman.	0.50	500.00	\$250.00
27/6/07	Ian A. Ness	Dealing with agreement issues and comments; review; office consultation; conference with McCarthys.	3.50	650.00	\$2,275.00
27/6/07	Kelly Friedman	Telephone calls with Pat Moran re: litigation exposure; telephone call with Pat Moran and client.	1.00	510.00	\$510.00
27/6/07	Patrick Moran	Email exchange with B. Israel regarding legal opinion for consent; email exchanges with I. Ness, M. Nelligan, M. Bristoll, R. King and L. Parsons; telephone calls with M. Bristoll regarding consent; telephone call with D. O'Leary (IGPC) regarding delay in signing consent; conference with K. Friedman and subsequent conference calls with M. Bristoll regarding consequences of not executing consent.	4.00	475.00	\$1,900.00

INVOICE: 728429





LLP / S.E.N.C.R.L., s.r.l.

NATURAL RESOURCE GAS LIMITED

01012724-0003

**RE: Ethanol Plant**

Date	Timekeeper	Description	Hours	Rate	Amount
28/6/07	Patrick Moran	Numerous conference calls with M. Bristoll and R. King; review application materials served by IGPC; telephone calls with L. Thacker regarding emergency application by IGPC to assist him in preparing to appear on behalf of NRG; emails to M. Bristoll regarding need to sign consent regarding same; telephone calls from D. O'Leary (IGPC) and telephone call from D. Woodward (Aylmer) to express concern about failure to execute consent; review letter from D. Woodward and forward same to M. Bristoll; telephone call from Board counsel regarding scheduling of emergency application by IGPC; review emergency procedural order and forward same to M. Bristoll.	6.00	475.00	\$2,850.00
28/6/07	Richard J. King	Liaise with M. Bristoll, K. Friedman and P. Moran regarding risks of failing to execute consent and other documentation; consideration of litigation needs of client; liaison with L. Thacker; review motion materials from Aird & Berlis; numerous conversations with client, P. Moran and others regarding motion.	6.75	500.00	\$3,375.00
28/6/07	Kelly Friedman	Discussions with Richard King.	1.00	510.00	\$510.00
28/6/07	Ian A. Ness	Communication with P. Moran, R. King.	0.50	650.00	\$325.00

INVOICE: 728429





LLP / SENCRL, srl

NATURAL RESOURCE GAS LIMITED

01012724-0003

RE: Ethanol Plant

Date	Timekeeper	Description	Hours	Rate	Amount
29/6/07	Richard J. King	Listen to Ontario Energy Board motion; numerous conference calls with L. Thacker, M. Bristoll and P. Moran regarding progress of motion, compliance hearing, offers to settle, options for Board, consequences of non-compliance and other matters; obtain Notice of Appeal and Stay Motion precedents.	6.50	500.00	\$3,250.00
29/6/07	Patrick Moran	Numerous conference calls regarding execution of consent and monitoring emergency application brought by IGPC; draft non-disclosure agreement for L. Thacker; commence draft notice of appeal; advice to M. Bristoll and L. Thacker regarding settlement option.	10.00	475.00	\$4,750.00
30/6/07	Patrick Moran	Conference call with M. Bristoll and L. Thacker; conference call with R. King and R. Aiken regarding settlement option; telephone call with M. Bristoll regarding same.	1.75	475.00	\$831.25
30/6/07	Richard J. King	Continuing email exchanges with P. Moran, M. Bristoll and L. Thacker.	0.25	500.00	\$125.00
TOTAL FEES					\$44,370.00

**DISBURSEMENTS - TAXABLE**

Photocopies	17.00
Long distance calls	42.44
Conference call	57.65
	<u>\$117.09</u>

INVOICE: 728429





UP/SEN.C.R.L.s.r.l

NATURAL RESOURCE GAS LIMITED

01012724-0003

RE: Ethanol Plant

**DISBURSEMENTS - NON TAXABLE**

Provincial Sales Tax	4.65
	<u>\$4.65</u>

**DISBURSEMENT DETAIL - TAXABLE**

Date	Timekeeper	Description	Amount
5/5/07	Patrick Moran	Conference call - ENUNCIATE CONFERENCING	19.60
11/5/07	Patrick Moran	Conference call - ENUNCIATE CONFERENCING	0.22
22/5/07	Patrick Moran	Conference call - ENUNCIATE CONFERENCING	14.83
25/5/07	Patrick Moran	Conference call - ENUNCIATE CONFERENCING	23.00
1/6/07	Patrick Moran	Long distance calls 15193518624	13.53
6/6/07	Sandra Vanderbrug	Photocopies	8.50
6/6/07	Sandra Vanderbrug	Photocopies	8.50
13/6/07	Patrick Moran	Long distance calls 15193518624	28.91
TOTAL			<u>\$117.09</u>

**DISBURSEMENT DETAIL - NON TAXABLE**

Date	Timekeeper	Description	Amount
5/5/07	Patrick Moran	Provincial Sales Tax - ENUNCIATE CONFERENCING	1.60
11/5/07	Patrick Moran	Provincial Sales Tax - ENUNCIATE CONFERENCING	0.02
22/5/07	Patrick Moran	Provincial Sales Tax - ENUNCIATE CONFERENCING	1.19
25/5/07	Patrick Moran	Provincial Sales Tax - ENUNCIATE CONFERENCING	1.84
TOTAL			<u>\$4.65</u>

INVOICE: 728429



# OGILVY RENAULT

LLP / S.E.N.C.R.L., s.r.l.

Client: NATURAL RESOURCE GAS LIMITED  
 RE: Ethanol Plant  
 Matter No.: 01012724-0003

August 21, 2007  
 INVOICE: 737740

GST: R111340006

NATURAL RESOURCE GAS LIMITED  
 101 Spruce Street East  
 P.O. Box 307  
 Aylmer, Ontario N5H 2S1

Attention: Mark Bristoll  
 Chairman

For professional services rendered and disbursements incurred  
 for the period ending July 31, 2007

FEES	\$13,850.00
DISBURSEMENTS (Taxable)	117.44
DISBURSEMENTS (Non Taxable)	9.40
GST	838.05
<b>TOTAL FOR THIS INVOICE</b>	<b>\$14,814.89</b>

## COPY

Please return a copy with payment to our address below.

**Bank Transfer**  
 Please remit by Bank Transfer to RBC Financial Group, Main Branch, Royal Bank Plaza, Toronto, Ontario, Canada  
 Bank 003, Transit 00002, Acc. No. 106-030-0  
 ABA # 021000021  
 Swift Code # ROYCCAT2  
 Including invoice number on transfer order.

Payable upon receipt

Suite 3800  
 Royal Bank Plaza, South Tower  
 200 Bay Street  
 P.O. Box 84  
 Toronto, Ontario M5J 2Z4  
 Canada

Telephone (416) 216-4000  
 Fax (416) 216-3930  
 ogilvyrenault.com



# OGILVY RENAULT

LLP / S.E.N.C.R.L., s.r.l.

NATURAL RESOURCE GAS LIMITED

01012724-0003

RE: Ethanol Plant

## BILLING SUMMARY

	Hours	Rate	Amount
R. King	17.25	500.00	\$8,625.00
P. Moran	11.00	475.00	\$5,225.00
Total	28.25		\$13,850.00

## FEE DETAIL

Date	Timekeeper	Description	Hours	Rate	Amount
2/7/07	Patrick Moran	Review transcript from the Ontario Energy Board regarding penalty; finalize draft notice of appeal for L. Thacker.	1.50	475.00	\$712.50
3/7/07	Patrick Moran	Telephone call with L. Thacker and telephone call with M. Bristoll regarding status of consent issue.	0.50	475.00	\$237.50
3/7/07	Richard J. King	Legal research regarding IGPC bypass; liaise with client and L. Thacker; get Union contact information; review letter; note to client on bypass and options for client.	4.00	500.00	\$2,000.00
4/7/07	Patrick Moran	Conferences with R. King and L. Thacker regarding options for NRG; review franchise agreement and applicable legislation, email to R. King.	2.00	475.00	\$950.00
4/7/07	Richard J. King	Numerous emails with client on regulatory issues - bypass, requirement for written order, rate implications of proposals; liaise with P. Moran and L. Thacker on numerous issues; get franchise agreements and forward same.	3.75	500.00	\$1,875.00

INVOICE: 737740





LLP / S.E.N.C.R.L., s.r.l.

NATURAL RESOURCE GAS LIMITED

01012724-0003

RE: Ethanol Plant

Date	Timekeeper	Description	Hours	Rate	Amount
5/7/07	Richard J. King	Conference calls with M. Bristoll, P. Moran and L. Thacker regarding settlement, Scenario 2, and letter from IGPC; review materials from other side; review provisions of OEB Act regarding transfer of leave to construct; discussion with R. Aiken.	3.00	500.00	\$1,500.00
5/7/07	Patrick Moran	Telephone calls with L. Thacker; email exchanges with L. Thacker regarding settlement; conference call with L. Thacker and M. Bristoll regarding requirement for lender consent.	2.00	475.00	\$950.00
6/7/07	Patrick Moran	Telephone calls with R. King and L. Thacker; review correspondence from D. O'Leary and provide advice on reply correspondence.	1.00	475.00	\$475.00
6/7/07	Richard J. King	Numerous calls with L. Thacker, M. Bristoll and P. Moran regarding settlement and Scenario 2 offer; review correspondence; voicemails from client.	2.50	500.00	\$1,250.00
11/7/07	Richard J. King	Discussion with M. Bristoll.	0.25	500.00	\$125.00
17/7/07	Richard J. King	Review emails; call from M. Bristoll; review Aird letter.	0.50	500.00	\$250.00
17/7/07	Patrick Moran	Telephone call with S. Stoll regarding next steps; telephone call with L. Thacker regarding gas delivery contract; email to M. Bristoll regarding IGPC obligations.	1.50	475.00	\$712.50
18/7/07	Richard J. King	Call from M. Bristoll; review email regarding aid-to-construct; review Pipeline Cost and Recovery Agreement; liaise with P. Moran; review draft letter.	2.50	500.00	\$1,250.00

INVOICE: 737740





UP / S.E.N.C.R.L., s.r.l.

NATURAL RESOURCE GAS LIMITED

01012724-0003

**RE: Ethanol Plant**

Date	Timekeeper	Description	Hours	Rate	Amount
18/7/07	Patrick Moran	Emails to M. Bristoll regarding "take on pay" question; email to L. Thacker regarding questions about NRG agreement; email to L. Thacker regarding draft letter to IGPC regarding requirement by IGPC to produce aid to construct and letter of credit.	1.00	475.00	\$475.00
19/7/07	Patrick Moran	Telephone call with S. Stoll regarding IGPC letter regarding timing of pipeline and voicemail to L. Thacker.	0.50	475.00	\$237.50
20/7/07	Patrick Moran	Review draft letter to IGPC from L. Thacker and email to L. Thacker regarding same.	0.25	475.00	\$118.75
20/7/07	Richard J. King	Review draft letter from L. Thacker with P. Moran.	0.50	500.00	\$250.00
23/7/07	Patrick Moran	Review letter from IGPC regarding letter of credit; telephone call with L. Thacker regarding same and follow-up emails.	0.75	475.00	\$356.25
23/7/07	Richard J. King	Telephone call with P. Moran.	0.25	500.00	\$125.00
<b>TOTAL FEES</b>					<b>\$13,850.00</b>

**DISBURSEMENTS - TAXABLE**

Conference call	117.44
	<b>\$117.44</b>

INVOICE: 737740





LLP / S.E.N.C.R.L., s.r.l.

NATURAL RESOURCE GAS LIMITED

01012724-0003

RE: Ethanol Plant

**DISBURSEMENTS - NON TAXABLE**

Provincial Sales Tax	9.40
	<u>\$9.40</u>

**DISBURSEMENT DETAIL - TAXABLE**

Date	Timekeeper	Description	Amount
13/6/07	Richard J. King	Conference call - ENUNCIATE CONFERENCING	38.49
29/6/07	Patrick Moran	Conference call - ENUNCIATE CONFERENCING	34.47
29/6/07	Patrick Moran	Conference call - ENUNCIATE CONFERENCING	15.72
29/6/07	Patrick Moran	Conference call - ENUNCIATE CONFERENCING	0.16
29/6/07	Patrick Moran	Conference call - ENUNCIATE CONFERENCING	15.96
30/6/07	Patrick Moran	Conference call - ENUNCIATE CONFERENCING	10.56
30/6/07	Patrick Moran	Conference call - ENUNCIATE CONFERENCING	2.08
TOTAL			<u>\$117.44</u>

**DISBURSEMENT DETAIL - NON TAXABLE**

Date	Timekeeper	Description	Amount
13/6/07	Richard J. King	Provincial Sales Tax - ENUNCIATE CONFERENCING	3.08
29/6/07	Patrick Moran	Provincial Sales Tax - ENUNCIATE CONFERENCING	2.76
29/6/07	Patrick Moran	Provincial Sales Tax - ENUNCIATE CONFERENCING	1.26
29/6/07	Patrick Moran	Provincial Sales Tax - ENUNCIATE CONFERENCING	0.01
29/6/07	Patrick Moran	Provincial Sales Tax - ENUNCIATE CONFERENCING	1.28
30/6/07	Patrick Moran	Provincial Sales Tax - ENUNCIATE CONFERENCING	0.84
30/6/07	Patrick Moran	Provincial Sales Tax - ENUNCIATE CONFERENCING	0.17
TOTAL			<u>\$9.40</u>

INVOICE: 737740



LENCZNER SLAGHT ROYCE  
SMITH GRIFFIN LLP  
BARRISTERS

Direct Line: (416) 865-3097  
Email: lthacker@litigate.com

January 31, 2008

**VIA EMAIL**

George R. Alkalay  
Northfield Ventures Ltd.  
95 King View Crescent  
King City, ON L7B 1K5

Dear Mr. Alkalay:

**Re: Natural Resources Gas Limited and Integrated Grain Processors Co-operative Inc.**

**Letter of Credit**

IGPC has asked NRG to provide it with its proposed terms for the Letter of Credit. NRG requires that the Letter of Credit must guarantee payment of the gas delivery revenue on a seven years' take or pay basis, including all applicable GST. This amount will be \$2,103,719.00, or any other rate applicable in the future, per year for seven years plus 5% of GST. As each year passes, this amount can be decreased by one year's revenue calculated at the minimum annual volume, unless that volume has been renegotiated or the applicable rate has changed. The Letter of Credit must be assignable to allow NRG to change financial institutions.

We have set out below the key terms of the proposed Letter of Credit:

<b>Letter of Credit Coverage</b>	<b>Amount</b>
Est. Unamortized Loan Balance	\$5,300,000
Decommissioning Cost <sup>1</sup>	2,800,000
Tax Liability wrt Debt Forgiveness	5,000,000
Loan Breakage Fees <sup>2</sup>	1,890,000
Delivery Revenue	14,700,000
Security Deposit	525,000
<b>Total</b>	<b>\$31,915,000</b>

<sup>1</sup> Based upon \$2,280,000 compound at 3% for 7 years. This amount should be topped up each year to reflect any changes in costs or legislation and can be based upon an estimate provided by an independent consultant

<sup>2</sup> Assuming a variable rate loan with a 3 month interest penalty



George R. Alkalay

January 23, 2008

### **Terms of Default**

1. IGPC fails to make any payment when due, and payment is not made within 10 business days after receipt of written notice of such failure from the Utility.
2. IGPC fails to deliver or maintain the Customer Letter of Credit or the Delivery Letter of Credit when due.
3. IGPC fails to perform any material covenant or obligation set forth in the PCRA if such failure is not remedied within 15 business days after written notice of such failure from the Utility.
4. Any representation made by IGPC in the PCRA is not true or correct in any material respect when made and is not made true or correct in all material respects within 30 business days after receipt of such fact from the Utility.
5. The dissolution, termination of existence, liquidation or winding up of IGPC.
6. Insolvency.
7. Bankruptcy.
8. A petition, proceeding or filing is made against IGPC seeking to have the IGPC declared bankrupt or insolvent.

### **Letter of Credit Terms & Conditions**

- Assignable/Transferable
- Demand shall be honoured on demand in whole or in part
- Letter of credit to be in place throughout period in which IGPC is receiving service
- Delivery of demand should be to a fixed address
- Auto Renewal Clause only cancelable by the beneficiary
- Renewal Notification or Non-Renewal should be by courier and sufficient notice (*i e* 30 days) should be provided
- Reduction of the Letter of credit balance should only be permitted for balances that naturally reduce as a result of the passage of time (*i.e.* Unamortized Loan balance, Delivery Revenue)



- 3 -

George R. Alkalay

January 23, 2008

- Additional condition of default should a material adverse change in their business

Yours truly,



Lawrence E. Thacker

LET/gw





June 18, 2012

Natural Resources Gas Ltd.  
39 Beech Street  
Aylmer, Ontario N5H 1A1

**Attention: Mr. Jack Howley**

Dear Jack:

**Re: Potential Expansion of IGPC Facility and Increased Natural Gas Deliveries**

This letter is to inform you that Integrated Grain Processors' Co-operative Inc. ("IGPC") is considering an expansion to its ethanol facility located on Progress Drive in Aylmer, Ontario. IGPC has engaged an engineering firm, CEM Engineering, led by Mr. Martin Lensink, P. Eng. to assist in the preliminary design of the additional facility.

The proposed expansion will result in an increased demand for natural gas to the ethanol facility. Our preliminary analysis indicates the following changes:

<u>Item</u>	<u>Current</u>	<u>Preliminary Proposal</u>
Hourly Volume	4,507.83 m <sup>3</sup> /hr	5,520 m <sup>3</sup> /hr
Firm Contract Demand	108,188 m <sup>3</sup>	132,480 m <sup>3</sup>
Annual Volume	33,416,618 m <sup>3</sup>	44,000,000 m <sup>3</sup>
Delivery Pressure	60psig	250 psig

At this stage of the project, IGPC requires certain information regarding the implications of the proposed expansion upon the pipeline and customer meter station serving the ethanol facility. Based upon our knowledge of the circumstances, we understand the pipeline would be capable of providing the additional gas delivery. During the original leave to construct proceeding we understood there was about 30% of the capacity which remained available. If this is incorrect, we would request that you confirm the capacity that is available.

In order to proceed with the preliminary engineering, we need to understand whether the customer meter station is capable of handling the increased volume and outlet pressure or whether it would have to be modified. We understand that Lakeside Controls designed, built and

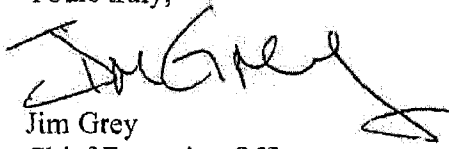


maintains the customer meter station for NRG. Given Lakeside's technical knowledge we would request that they be available to assist in the discussion.

If this project is to proceed IGPC would expect the Gas Delivery Contract and the Bundled-T Service Receipt Agreement to be amended to reflect the changed parameters. Depending upon the circumstances, additional items may need to be addressed.

We would like to meet within the next two weeks to discuss this further with you. Please contact me to arrange a time for the meeting.

Yours truly,

A handwritten signature in black ink, appearing to read "Jim Grey", with a stylized flourish at the end.

Jim Grey  
Chief Executive Officer





**Natural Resource Gas Limited**

June 18, 2012

IGPC  
89 Progress Drive  
P.O. Box 205  
Aylmer ON N5H 2R9

Attention: Mr. Jim Grey  
Chief Executive Officer

Dear Mr. Grey,

We are in receipt of your letter dated June 18, 2012 and request that any future correspondence relating to IGPC and Natural Resource Gas Limited ("NRG"), other than operational emergencies, be addressed directly to the undersigned at our London office: c/o Ayerswood Development, 1299 Oxford St E, London, ON N5Y 4W5.

Yours truly,

**NATURAL RESOURCE GAS LIMITED**

Anthony H. Graat,  
President





IGPC Ethanol Inc.

July 3, 2012

Natural Resource Gas Limited  
c/o Ayerswood Development  
Anthony H. Graat, President  
1299 Oxford Street East  
London, ON  
N5Y 4W5

Mr. Graat,

We are in receipt of your letter dated June 18, 2012.

I am a little unclear about your response. Are we to understand that you are amending the notice information provided for in the various agreements between IGPC and NRG? If so, is this to include information related to the purchase and deliveries of natural gas which IGPC makes through its gas marketer, Ag-Energy? Does this mean you will be personally involved in all such matters? As you are no doubt aware, Ag-Energy has been corresponding directly with Union Gas Ltd. ("Union") and NRG on such matters.

Also, we have yet to receive the annual renewal of the direct purchase arrangement for July 1, 2012. The IGPC request for increased volumes, dated May 15, 2012, was approved by Union. Union requested consent from NRG to the increased volumes on May 15, 2012. I understand NRG has consented to the volumes but has yet to provide the agreement confirming such volumes. It should be noted this annual renewal and increase is not associated with the proposed facility expansion in my prior letter.

Finally, you did not indicate any willingness or timeframe in which you are available to meet. If you could provide your availability over the next couple of weeks we can set a time.

Sincerely Yours,

Jim Grey, CEO  
IGPC Ethanol Inc.





**Natural Resource Gas Limited**

July 9, 2012

IGPC  
89 Progress Drive  
P.O. Box 205  
Aylmer, ON N5H 2R9

Attention: Mr. Jim Grey  
Chief Executive Officer

Dear Mr. Grey,

We are in receipt of your letter dated July 6, 2012. With respect to the current annual review of the direct purchase arrangement, you understand correctly that NRG consented to the volumes and this was communicated to both AgEnergy and Union Gas. It has not been the practice in the past to supply any further documentation to IGPC, however, we requested that Jack Howley send you a copy of the SA 8937 Parameters Report for your records.

The intention of our letter was to ensure any matters, other than operational emergencies, are addressed at the highest level and there is one contact person for all such issues. We may then choose to delegate the issues within our organization.

In the past any issue with IGPC has involved an excessive use of executive time and expense by NRG. Any future requests made by IGPC would have to include a method for IGPC to compensate NRG for the time spent and the out of pocket expenses that it occurs. These financial arrangements will have to be in place before any discussions will be entertained. NRG will not and can not spend managements' time and financial resources to discuss an IGPC request with outside consultants and lawyers, only to be told that NRG's costs are excessive and IGPC will not pay.

As you know, there are currently several large and important matters that must be resolved. It is NRG's understanding, that IGPC believes that the cost incurred by NRG on the construction of the high pressure pipeline starting in 2007 are still not agreed too. If that is correct, then that issue must also be resolved.

Just to reiterate, NRG can not enter into any discussions regarding possible new business or changes to existing business arrangements until major disagreements have been resolved.

Yours truly,

**NATURAL RESOURCE GAS LIMITED**

Anthony H. Graat  
President





**Natural Resource Gas Limited**

August 24, 2012

IGPC  
89 Progress Drive  
P.O. Box 205  
Aylmer, ON N5H 2R9

Attention: Mr. Jim Grey  
Chief Executive Officer

Dear Mr. Grey,

Further to our previous correspondence, enclosed find an invoice for time and expenses spent to date on the Potential Expansion of IGPC Facility.

We trust the attached will meet with your approval.

Yours truly,

**NATURAL RESOURCE GAS LIMITED**

Anthony H. Graat  
President



Natural Resource Gas Limited  
 39 Beech St E  
 R.R. #4  
 Aylmer, Ontario N5H 2S1

IGPC Ethanol Inc.  
 89 Progress Drive  
 Aylmer, Ontario  
 N5H 2R9

Inv. #: 10262  
 Inv. Date: 08/24/2012  
 Project Code: PRO NRGL  
 Customer Code: IGPCEth  
 Page: 1

\* \* \* INVOICE \* \* \*

Correspondence	1.50	ITEM @	500.0000	750.00
Discussions with MIG	1.25	@	500.0000	625.00
Internal Discussions with Management	2.50	@	500.0000	1,250.00
Consultants Time	1.00	@	750.0000	750.00
MIG Charge	1.00	@	1,571.3300	1,571.33
Admin Charge (15%)	1.00	@	741.9500	741.95
				-----
Sub-Total...				5,688.28
Harmonized Sales Tax (HST# )				739.47
				-----
Total Invoice...				6,427.75
				=====

Past due and unpaid amounts shall bear compounding interest at a nominal  
 annual interest rate of (21%), calculated and compounded daily

O r i g i n a l

\*\*\* Accounts are due upon receipt \*\*\*





**Natural Resource Gas Limited**

September 27, 2012

IGPC  
89 Progress Drive  
P.O. Box 205  
Aylmer, ON N5H 2R9

Attention: Mr. Jim Grey  
Chief Executive Officer

Dear Mr. Grey,

Enclosed find an invoice for time and expenses spent in August on the Potential Expansion of IGPC Facility.

Invoice 10262, dated August 24, 2012 is overdue. Overdue invoices carry an annual interest rate of 21% compounded daily.

Yours truly,

**NATURAL RESOURCE GAS LIMITED**

Anthony H. Graat  
President

Encl



**Natural Resource Gas Limited**  
**39 Beech St E**  
**R.R. #4**  
**Aylmer, Ontario N5H 2S1**

**IGPC Ethanol Inc.**  
**89 Progress Drive**  
**Aylmer, Ontario**  
**N5H 2R9**

Inv. #: 10271  
 Inv. Date: 09/27/2012  
 Project Code: PRO NRGL  
 Customer Code: IGPCEth  
 Page: 1

**\* \* \* INVOICE \* \* \***

MIG Charge	1.00	@	345.2400	345.24
Admin Charge (15%)	1.00	@	51.7900	51.79
				-----
Sub-Total...				397.03
Harmonized Sales Tax (HST# )				51.61
				-----
Total Invoice...				448.64
				=====

Past due and unpaid amounts shall bear compounding interest at a nominal  
 Annual interest rate of (21%), calculated and compounded daily

O r i g i n a l

\*\*\* Accounts are due upon receipt \*\*\*





**Natural Resource Gas Limited**

July 24, 2012

IGPC  
89 Progress Drive  
P.O. Box 205  
Aylmer, ON N5H 2R9

Attention: Mr. Jim Grey  
Chief Executive Officer

Dear Mr. Grey,

Re: IGPC Possible Expansion

I have not received any further correspondence or a call to discuss the above matter in greater detail. I assume that IGPC has chosen not to pursue further expansion at this time.

Yours truly,

**NATURAL RESOURCE GAS LIMITED**

Anthony H. Graat,  
President





July 25, 2012

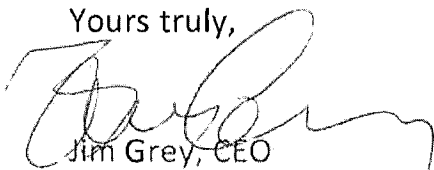
Natural Resource Gas Limited  
c/o Ayerswood Development  
Anthony H. Graat, President  
1299 Oxford Street East  
London, ON  
N5Y 4W5

Dear Mr. Graat,

**RE: IGPC Possible Expansion**

In response to your letter of July 24, 2012, IGPC is currently in preliminary engineering stages of an expansion to its facilities.

Yours truly,



Jim Grey, CEO  
IGPC Ethanol Inc.



CJ-09-389242

Court File No.

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

BETWEEN:

NATURAL RESOURCE GAS LIMITED

Plaintiff

- and -

IGPC ETHANOL INC. and  
INTEGRATED GRAIN PROCESSORS CO-OPERATIVE INC.

Defendants

**STATEMENT OF CLAIM**

TO THE DEFENDANTS

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the Plaintiff. The claim made against you is set out in the following pages.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or an Ontario lawyer acting for you must prepare a Statement of Defence in Form 18A prescribed by the *Rules of Civil Procedure*, serve it on the Plaintiff's lawyer or, where the Plaintiff does not have a lawyer, serve it on the Plaintiff, and file it, with proof of service, in this court office, WITHIN TWENTY DAYS after this Statement of Claim is served on you, if you are served in Ontario.

If you are served in another province or territory of Canada or in the United States of America, the period for serving and filing your Statement of Defence is forty days. If you are served outside Canada and the United States of America, the period is sixty days.

Instead of serving and filing a Statement of Defence, you may serve and file a Notice of Intent to Defend in Form 18B prescribed by the *Rules of Civil Procedure*. This will entitle you to ten more days within which to serve and file your Statement of Defence.

IF YOU FAIL TO DEFEND THIS PROCEEDING, JUDGMENT MAY BE GIVEN AGAINST YOU IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO DEFEND THIS PROCEEDING BUT ARE UNABLE TO PAY LEGAL FEES,



LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

Date October 16, 2009

Issued by

*S. Sagaria*

M. Sagaria  
Registrar

Local Registrar

Address of

court office:

393 University Avenue

10th Floor

Toronto, ON M5G 1E6

TO: **IGPC ETHANOL INC.**  
701 Powerline Road  
Brantford, Ontario  
Canada  
L0R 1T0

AND  
TO: **INTEGRATED GRAIN PROCESSORS CO-OPERATIVE INC.**  
701 Powerline Road  
Brantford, Ontario  
Canada  
L0R 1T0

AND  
TO: **DENNIS O'LEARY**  
Aird & Berlis LLP  
Barristers & Solicitors  
181 Bay Street, Suite 1800  
Box 754  
Toronto, Ontario  
M5J 2T9

Tel: (416) 865-1500

Fax: (416) 863-1515

Lawyers for the Defendants,  
IGPC Ethanol Inc. and Integrated Grain Processors Co-operative Inc.



## CLAIM

1. The Plaintiff, Natural Resource Gas Limited ("NRG"), claims:
  - (a) general damages in the amount of \$20,000,000;
  - (b) punitive damages in the amount of \$100,000;
  - (c) pre-judgment and post-judgment interest in accordance with the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended;
  - (d) its costs of this action;
  - (e) all applicable Goods and Services tax on all amounts awarded in accordance with the *Excise Tax Act* R.S.C., 1985, c.E-15, as amended; and
  - (f) such further and other relief as to this Honourable Court may seem just.
2. NRG is a corporation existing under the laws of Ontario. NRG carries on business as a producer and distributor of natural gas that has operated continuously in Ontario since 1979.
3. The defendant IGPC Ethanol Inc. ("IGPC") is a corporation existing under the laws of Ontario.
4. The defendant Integrated Grain Processors Co-operative Inc. ("IGPC Co-op") is a corporation existing under the laws of Ontario. IGPC is a wholly-owned subsidiary of IGPC Co-op. IGPC and IGPC Co-op carry on business as a producer of ethanol.
5. On February 27, 1984, NRG signed and entered into a franchise agreement with the Town of Aylmer, pursuant to which NRG was granted the franchise to distribute natural gas to



residents and all commercial and agricultural users of natural gas in the Town of Aylmer for the period commencing February 27, 1984 and ending February 27, 1009. NRG's franchise rights included the right to be the exclusive supplier of natural gas to all residents and all commercial and agricultural users of natural gas in the Town of Aylmer.

6. NRG has been distributing natural gas in the Township of Aylmer continuously for many years prior to 1982. The Township of Aylmer has never before objected to or opposed the renewal of the franchise.

7. On February 11, 2008, IGPC issued a press release (the "Press Release") which stated as follows:

**"IGPC ETHANOL INC. APPEALS TO ONTARIO ENERGY BOARD TO ENSURE NATURAL GAS AVAILABLE FOR ETHEANOL PLANT"**

**Aylmer, Ontario.** IGPC Ethanol Inc. (IGPC) has filed a motion with the Ontario Energy Board (OEB) in an effort to ensure that natural gas will be available to the ethanol plant in time for Summer 2008 commissioning of the facility. The move follows growing concern that the slow progress towards construction of a new 28.5 kilometer pipeline by the local gas utility, Natural Resource Gas Limited (NRG), is jeopardizing timely start-up of the \$140 million plant.

IGPC's appeal for help from the OEB was made more urgent after NRG informed the Co-operative that it now has to post a Letter of Credit of nearly \$32 million before it will proceed with construction of the \$9.1 million pipeline. Under IGPC's OEB-approved agreement with NRG, IGPC was to post a Letter of Credit of approximately \$5.3 million, in addition to a cash payment of \$3.8 million.

In its request to the OEB, IGPC stated that it believes that "NRG's recent demands lead to the conclusion that NRG is either unwilling or unable to complete the pipeline. IGPC believes that unless it accedes to NRG's unlawful demands, construction of the pipeline will not commence on a timely basis, or at all. IGPC is concerned that NRG's conduct threatens the very viability of the pipeline and the facility."



Pending the resolution of the natural gas issue at the OEB hearing or the filing of an updated offering statement with provincial regulators, the Co-operative has suspended the sale of its securities.

IGPC President Tom Cox expressed confidence that the Province, which regulates gas utilities, will help find a solution to the Co-operative's continuing natural gas difficulties. "Our ethanol project has come this far only because the Ontario Government has created the climate for value-added agricultural projects to flourish. Ethanol has been a signature priority of this Government. Through the vision and concrete support of Premier Dalton McGuinty, Agriculture Minister Leona Drombowsky, and our local MPP, Steve Peters, our ethanol plant is only months away from firing up its boilers."

IGPC Vice President Brent McBlain stressed the importance of the ethanol plant to its member farmers, the town of Aylmer, and the other communities in rural Elgin County. "A lot of our corn is going to be coming from local farmers and elevators. Most of our employees will live in or close to Aylmer. With the threat of recession growing daily, we're certain that the Province will not just stand by while a new manufacturing plant sits idle because of the failure by a provincially regulated utility to turn on the gas in time."

IGPC started construction of its 150 million litre ethanol plant in Aylmer, Ontario in July 2007. Nearly 150 workers are currently engaged in plant construction. Work on the facility has moved faster than anticipated and project builder North America Construction now anticipates completing the facility at least two months earlier than originally planned.

Once operational, 35 skilled workers will be employed at the plant, providing a welcome boost to the Aylmer economy which has been hard hit by the collapse of the tobacco industry. The Town's biggest employer, Imperial Tobacco, closed its doors last year resulting in the loss of nearly 350 jobs. Across North America the ethanol boom has created renewed hope in rural communities, as higher grain prices and new jobs have revitalized local agricultural economies.

In June 2007, IGPC was forced to seek an order from the OEB compelling NRG to comply with its agreement with IGPC requiring it to facilitate pipeline construction. NRG's initial defiance of the OEB order resulted in a \$140,000 penalty being levied against NRG.

IGPC Ethanol Inc. is a wholly-owned subsidiary of Integrated Grain Processors Co-operative, an Ontario farmer and community-owned co-operative. Its 840 members have invested some \$48 million into the plant which will process over 15 million bushels of corn annually.

The Province has also committed \$14 million in capital grants to the project through the Ontario Ethanol Growth Fund as well as \$560,000 under the Community transition program. IGPC has also qualified for operating grants under the \$520 million Ontario Ethanol Growth Fund program, which is a



cornerstone of the Province's commitment to build an Ontario ethanol industry. IGPC has also obtained an \$11.9 million federal Government commitment under the Ethanol Expansion Program."

8. NRG pleads that the issuance and publication of the Press Release by IGPC an injurious falsehood. Specifically, the issuance of the Press Release, the choice of the headline and the words and the statements contained in the Press Release are false and misleading, and were made with malice and with knowledge or reckless indifference as to their foreseeable consequences and the resulting losses that NRG would incur.

9. NRG pleads that the words in the IGPC Press Release meant and were understood to mean that:

- (a) the construction of the pipeline to the IGPC plant had been delayed;
- (b) the alleged construction delays were caused by actions of NRG;
- (c) there was a risk that the pipeline might never be completed;
- (d) the commencement of operations of the IGPC plant was in jeopardy;
- (e) the potential delays in start-up were caused by actions of NRG;
- (f) NRG was "either unwilling or unable to complete the pipeline";
- (g) NRG would not commence construction of the pipeline "on a timely basis, or at all";
- (h) the "very viability of the pipeline and the facility" was being threatened by the conduct of NRG; and



- (i) NRG had acted illegally or improperly in requesting IGPC to post letters of credit, even though IGPC was in breach of its contractual obligations owed to NRG by refusing to provide NRG with letters of credit necessary to secure financing for construction of the pipeline.

10. In the weeks and months following IGPC's publication of the Press Release, the Town of Aylmer began to act in a highly adversarial and confrontational manner in its dealings with NRG. Among other things, the Town of Aylmer began to intervene directly in the relationship between NRG and IGPC and various disputes between them. Moreover, the Town of Aylmer adopted a highly adversarial and confrontational position against NRG.

11. For example, an OEB hearing was held on February 28, 2008, relating to IGPC's breach of its obligations owed to NRG under various agreements relating to the construction of the pipeline. The Town of Aylmer opposed the position of NRG and supported the position of IGPC;

12. Similarly, an OEB hearing was held October 20, 2008, to resolve issues concerning the request by Union Gas for an order requiring NRG to provide additional security in favour of Union Gas. The Town of Aylmer intervened and opposed the position of NRG in a highly confrontational and adversarial manner.

13. By letter dated June 13, NRG advised that it wished to commence the process for renewing its franchise agreement, which was set to expire February 27, 2009. NRG repeated its previous request for an opportunity to meet with the Town of Aylmer.



14. By letter dated June 17, 2008 from Heather Adams, Administrator for the Town of Aylmer, the Town advised that it would not even meet with NRG with discuss renewal of the franchise until IGPC was able to receive delivery of natural gas:

"I would like to advise that the Mayor and I would be pleased to meet with you to discuss the franchise agreement on a mutually convenient date immediately after natural gas is being provided by NRG to site of the Town's newest business, IGPC Ethanol Inc. We expect that this will happen some time in July, 2008. In the interim, we will proceed to review the document you have submitted."

15. By letter dated June 20, 2008, NRG again advised the Town of Aylmer that it wanted to commence the renewal process as soon as possible to ensure an orderly process and repeated its request for a meeting with representatives of the Town. NRG also stated that it does not understand why the Town is linking the renewal of the franchise to the IGPC facility:

"NRG does not understand whether and, if so, why the Town wishes to link franchise renewal to the opening of the IGPC facility. As I am sure you are aware, construction of the pipeline is well underway and is expected to be completed by July."

16. By July 3, 2008, the Town had not responded. By letter dated July 3, 2008, NRG advised the Town of Aylmer as follows:

"We have not received any response from you to our letter of June 27.

We presume that the Town of Aylmer does not foresee any difficulties in the renewal process and, for that reason, does not feel it necessary to meet immediately with NRG.

NRG will proceed on the basis that the Town of Aylmer does not oppose the renewal of the Franchise Agreement with NRG. NRG would like to meet with you to begin implementing the renewal as soon as possible."

17. By letter dated July 8, 2008, the solicitor for the Town of Aylmer advised that the Town would be willing to meet with NRG "to discuss the renewal issue shortly".



18. On July 17, 2008, NRG requested a meeting with the Town of Aylmer on July 23, 2008.

On that same date, NRG's counsel responded to the July 8 letter from the Town of Aylmer.

19. On July 20, the Town of Aylmer advised NRG that the Town would not be available to meet NRG to discuss the franchise renewal until mid-August 2008.

20. By letter dated August 11, 2008, NRG, through its counsel, again requested an opportunity to meet with the Town of Aylmer and repeated its request that the Town provide its position on whether or not it will support the renewal of the franchise agreement:

"We are pleased that the Town of Aylmer is willing to meet with NRG to discuss renewal. NRG does not wish to pre-empt any discussion. NRG has repeatedly requested an opportunity to meet with the Town, and we are pleased the Town is now willing to meet with NRG. We are available to meet at your earliest convenience.

The construction of the pipeline by NRG is complete and the pipeline was commissioned on July 3. It would appear that construction of the IGPC facility is significantly behind schedule and IGPC is not yet able to receive natural gas. NRG and IGPC have agreed that the deemed "In-Service Date" for the pipeline will be July 15, 2008. NRG remains ready, willing and able to deliver gas when IGPC's construction is complete and IGPC commences operations, and IGPC has fulfilled its financial obligations owed to NRG."

21. On September 9, 2008, NRG made another request for a meeting with the Town of Aylmer.

22. Finally, on September 11, 2008, a meeting was held between NRG and the Town. At that meeting, NRG provided the Town with the Model Franchise Agreement and asked the Town to provide any comments or concerns to NRG as soon as possible. The Town advised that it would provide comments to NRG shortly.



23. In follow-up correspondence (letters of September 11 and 16, and telephone conversations of October 14) with the Town of Aylmer, NRG thanked the Town for the meeting and confirmed that NRG was looking forward to obtaining the Town's comments on the Model Franchise Agreement.

24. By November 19, 2009, the Town had failed to provide any response. NRG wrote to the Mayor and Heather Adams again requesting a meeting to discuss the Town's comments on NRG's proposal for a franchise renewal. On November 26, 2008, the Town responded in writing agreeing to a meeting on December 16, 2008.

25. On December 16, 2008, more than six months after NRG first sought to obtain a meeting with the Town to discuss the Town's issues with the franchise renewal, a meeting was finally held in which the Town outlined their position. Unfortunately, the Town's position was by this point "set in stone" as a result of the Aylmer Town Council meeting held December 15, 2008.

26. The Town of Aylmer specifically delayed and refused to meet with NRG for more than six months until the day after Town Council met and formally decided and resolved to oppose the renewal of the Franchise Agreement. The very next day, after refusing to meet NRG for more than six months, the Town advised NRG the Town council had already decided to oppose renewal of the NRG franchise.

27. NRG states that the refusal of the Town of Aylmer to support the renewal of the franchise agreement was caused by the false and misleading statements made by IGPC and IGPC Co-op in the Press Release.



28. The Town of Aylmer has specifically linked its refusal to support the renewal of the franchise to:

- (a) the completion of the IGPC pipeline, which IGPC falsely stated in the Press Release had been delayed, and
- (b) the start up of the IGPC plant, which IGPC falsely stated was being jeopardized by NRG.

29. The Town of Aylmer refused to meet with NRG or to support the renewal of the franchise agreement until the viability of the pipeline and the IGPC facility was demonstrated. The actions of the Town of Aylmer were the direct result of the false and misleading statements made by IGPC in the Press Release, including the statement that "IGPC is concerned that NRG's conduct threatens the very viability of the pipeline and the facility."

30. IGPC and IGPC Co-op acted maliciously in their campaign of false and misleading statements made against NRG which were all made with the intent to cause injury, harm and loss to NRG.

31. As a direct result of the false and misleading statements made by IGPC and IGPC Co-op, the Town of Aylmer opposed the renewal of the NRG Franchise Agreement. On February 12, 2009, the Ontario Energy Board ("OEB") conducted a hearing in the Town of Aylmer.

32. In connection with that OEB hearing, the Town of Aylmer:



- (a) prepared and filed pre-filed evidence opposing the renewal of the NRG franchise agreement;
- (b) introduced oral and documentary evidence at the OEB hearing to oppose the renewal of the NRG franchise agreement; and
- (c) prepared and filed written submissions dated February 27, 2009 opposing the renewal of the NRG franchise agreement.

33. On May 5, 2009, the Board refused NRG's request for a 20 year term on the basis that disputed allegations made by the Town of Aylmer and IGPC pertaining to quality of service (for which there was no supporting evidence), financial viability, and the possible alignment of franchise agreements, demonstrated "unusual circumstances" and warranted a term substantially less than the standard term specified in the Model Franchise Agreement. The OEB therefore renewed the NRG franchise agreement for a period limited to 3 years expiring February 27, 2012.

34. In making its Decision and Order, the OEB relied heavily on the grounds advanced by the Town of Aylmer and IGPC, which were allegations that a 3 year renewal term was required:

- (a) to give NRG a probationary period to rebuilt customer confidence regarding quality of service;
- (b) to align the renewal period of the NRG franchise agreement with the Town of Aylmer with those of neighbouring municipalities; and
- (c) alleged risks to the financial viability of NRG.



35. The consequences of the OEB's refusal to grant NRG's request for a 20 year franchise term include:

- (a) NRG may be at risk of losing its financing;
- (b) NRG must now amortize its remaining asset base over a 3 year period instead of a 20 year period, which will cause its rate base and the rate it charges to customers to increase significantly and place a burden on ratepayers; and
- (c) NRG will be precluded from spending money on capital assets.

36. IGPC and IGPC Co-op acted in a planned and considered way to make false and misleading statements against NRG. Their actions were undertaken for the improper collateral purpose of exerting pressure on NRG to pursue and advance IGPC and IGPC Co-op's own financial gain, while placing NRG at financial risk, with reckless disregard for the injury, harm and losses caused to NRG.

37. NRG has suffered and will continue to suffer losses, including loss of reputation, loss of goodwill, and loss of customer revenue all as a result of the actions of IGPC and IGPC Co-op described herein. Moreover, NRG has incurred costs and will incur future costs in order to mitigate the losses it has suffered and will in future suffer as a result of the actions of IGPC and IGPC Co-op. IGPC and IGPC Co-op are liable for all of the losses and costs that NRG has incurred and will incur in the future.

38. IGPC and IGPC Co-op were served with a libel notice pursuant to s. 5(1) of the *Libel and Slander Act*, R.S.O. 1990, c.L.12 and have refused to retract, or apologize for, any of the words complained of in the Press Release.



39. NRG pleads that it is entitled to an award of punitive damages as a result of the high-handed and malicious conduct of IGPC and IGPC Co-op, including the wanton disregard of the rights and interests of NRG.

40. NRG proposes that the trial of the action be held at Toronto.

October 16, 2009

**LENCZNER SLAGHT ROYCE**

**SMITH GRIFFIN LLP**

Barristers

Suite 2600

130 Adelaide Street West

Toronto ON M5H 3P5

Lawrence E. Thacker (36939M) (416) 865-3097

Tel : (416) 865-9500

Fax: (416) 865-9010

Solicitors for the Plaintiff



Filed: June 3, 2013

EB-2012-0406

EB-2013-0081

NATURAL RESOURCES GAS LIMITED

Exhibit C  
Tab 10 Plaintiff

15 of 15

-and- IGPC ETHANOL INC. et al  
Defendants

CV-09-389242

Court File No.

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT  
TORONTO

**STATEMENT OF CLAIM**

**LENCZNER SLAGHT ROYCE**  
**SMITH GRIFFIN LLP**

Barristers  
Suite 2600  
130 Adelaide Street West  
Toronto ON M5H 3P5

Lawrence E. Thacker (36939M) (416) 865-3097  
Tel: (416) 865-9500  
Fax: (416) 865-9010

Lawyers for the Plaintiff



**ONTARIO  
SUPERIOR COURT OF JUSTICE**

**BETWEEN:**

**NATURAL RESOURCE GAS LIMITED**

**Plaintiff**

**and**

**IGPC ETHANOL INC. and INTEGRATED GRAIN  
PROCESSORS CO-OPERATIVE INC.**

**Defendants**

**STATEMENT OF DEFENCE**

1. The Defendants admit the allegations contained in paragraphs 3-4, 7, 11 [second sentence] and 38 of the Statement of Claim.
2. The Defendants deny the allegations contained in paragraphs 8-11 [first sentence] and 12-37 of the Statement of Claim.
3. The Defendants have no knowledge in respect of the allegations contained in paragraphs 2 and 5-6 of the Statement of Claim.

Parties and Background

4. Integrated Grain Processors Co-operative Inc. ("IGPC Co-op") is a co-operative formed on April 4, 2002 by Ontario corn farmers who were interested in finding new markets for the sale of their produce.



5. IGPC Ethanol Inc. ("IGPC") is an Ontario corporation and subject to the Ontario *Business Corporations Act*, R.S.O. 1990, c. B.16 and all of the duties and obligations set out therein. IGPC is a wholly-owned subsidiary of IGPC.

6. Natural Resource Gas Limited ("NRG") is an Ontario corporation engaged in the business of producing and distributing natural gas. NRG has distributed gas in and/ or around the Town of Aylmer since in or about 1984.

7. The distribution of natural gas in Ontario is a regulated industry subject to the authority of the Ontario Energy Board ("OEB").

#### Decision to Build Aylmer Ethanol Facility

8. In or about the year 2006, IGPC decided to construct an ethanol production facility in Aylmer, Ontario at an estimated cost of \$140 million to be largely financed through commercial bank loans and investment agreements with the Government of Canada and Ontario. Agreements were entered into with the banks and various stakeholders (including provincial and federal governments), which agreements required IGPC to meet certain construction milestones and to perform certain obligations contained in and designated as "Material Contracts", related to the construction of the Facility.

9. The Facility would be a boon to the local economy in that it would provide jobs to residents in the Aylmer area and a market for local corn farmers to sell their produce. The Facility, during the construction period, was expected to be one of the largest



employers in the area, and would continue to be a significant employer once it was operational.

10. IGPC estimated the cost to develop and construct the Facility to be approximately \$140,000,000. In order to finance the Facility, IGPC raised approximately \$65,000,000 from traditional bank financing plus another approximately \$40,000,000 from other investment vehicles, plus additional financing from the provincial and federal governments.

#### Natural Gas Supply to the Facility

11. Natural gas is essential to operate an ethanol facility. Securing and ensuring the delivery of natural gas was therefore at all times critical to IGPC's ability to complete the Facility in a timely manner and was required to satisfy IGPC's lenders.

12. NRG, as the sole supplier of natural gas in the area, was obligated (pursuant to provincial regulations) to supply natural gas to the Facility. However, NRG's existing pipelines could not provide a sufficient quantity of natural gas to the Facility. A new pipeline therefore had to be built. The cost of building the pipeline was estimated by professional engineers retained by NRG to be approximately \$9,100,000.

13. IGPC and NRG entered into two master contracts with respect to constructing the pipeline and delivering gas to the Facility.

14. The first contract was the Gas Delivery Contract ("GDC"). The GDC set out the terms and conditions under which NRG would deliver and IGPC would pay for the delivery of natural gas.



15. The second contract was the Pipeline Cost Recovery Agreement ("PCRA"). The PCRA set out the terms and conditions under which the new pipeline would be constructed.

16. Both the GDC and the PCRA were Material Contracts. Both contracts also required approval by the Ontario Energy Board ("OEB"). The OEB approved the contracts on February 2, 2007.

17. The PCRA provided that the \$9,100,000 construction cost was to be supported by two mechanisms: (a) a payment by IGPC to NRG of approximately \$3,800,000; and, (b) the provision by IGPC to NRG of a Letter of Credit in the amount of approximately \$5,300,000.

18. The PCRA also contained a construction schedule that included deadlines for key milestones and completion of the pipeline.

#### NRG Misconduct and Delays

19. IGPC met or exceeded all of its material obligations to NRG with respect to financing the construction of the pipeline.

20. NRG, however, failed to meet its obligations, failed to deal with IGPC in good faith, and generally caused difficulties with and delays in constructing the pipeline.

21. The PCRA contemplated that NRG would execute a Consent & Assignment ("Consent") in favour of the institutions financing the Facility. The Consent provided that NRG consented to continuing to provide natural gas to the Facility as long as IGPC was



not in default under the GDC. It became critical in or about June of 2007 for NRG to execute the Consent. The availability of financing for the Facility, including from various government authorities, was contingent upon NRG executing the Consent in a timely fashion.

22. NRG was aware of its obligation to execute the Consent and of the importance of same to IGPC and its financing.

23. NRG nonetheless refused to sign the Consent & Assignment. IGPC therefore brought an emergency motion before the OEB on June 29, 2007 seeking an Order requiring NRG to execute the required Consent (the "First NRG Hearing").

24. The OEB issued an Order on June 29, 2007 requiring NRG to sign the Consent. NRG nonetheless still refused for an additional week to sign before finally doing so, which resulted in the OEB convening a compliance hearing. The OEB decision from the compliance hearing called NRG's behaviour "capricious" and noted that there was no apparent reason for its refusal to comply with the OEB Order. The OEB therefore ordered NRG to comply and took the extraordinary step of imposing on NRG an administrative monetary penalty in the maximum amount permissible in law for its misconduct.

25. IGPC spent the next several months attempting to get NRG to meet its obligations under the PCRA and to take the steps required to move forward with construction of the pipeline. These efforts were not successful as NRG was either unwilling or unable to deal with IGPC in a manner that would move construction of the pipeline forward.



26. NRG demanded on or about January 31, 2008 (at which time NRG ought to have been on the brink of beginning pipeline construction) that IGPC provide a Letter of Credit in the amount of \$32,000,000, rather than the approximately \$5,300,000 that the PCRA contemplated.

27. NRG's demand was without justification under the PCRA.

#### Second NRG Hearing

28. Following NRG's unreasonable demand and NRG's refusal to modify that demand following communications with IGPC, IGPC wrote to the OEB on February 8, 2008 and requested another hearing before the OEB.

29. The OEB agreed to hold another hearing, which proceeded on February 28, 2008 in the Town of Aylmer (the "Second NRG Hearing"). IGPC and NRG participated as parties, and the Town of Aylmer also participated as an intervenor.

30. NRG sought at the OEB hearing to justify the various amounts that went into its demand for the \$32,000,000 Letter of Credit. The OEB rejected virtually all of NRG's arguments, finding that the costs demanded were inconsistent with the PCRA, speculative, or costs that should be borne by NRG. The Letter of Credit that IGPC ultimately provided was in the amount of approximately \$5,200,000.

#### Press Release

31. IGPC issued on February 11, 2008 the Press Release that is the subject of this action. The Press Release was issued on the same day as the OEB advised that the



Second NRG Hearing would be held, and was part of IGPC's effort to keep its stakeholders informed about the progress of the Facility.

32. IGPC issued the Press Release in order to advise the Facility's many stakeholders of the substantial problems that NRG's conduct had caused and of the threat this conduct posed to the successful completion of the Facility. Issuing the Press Release was a matter of good corporate conduct.

33. Integrated Grain Processors Inc. had no involvement in and did not publish or approve the Press Release.

#### Defences

34. The defendants plead and rely upon the following defences:

- (a) Justification, as to statements of fact in the Press Release;
- (b) Fair comment, as to matters of opinion in the Press Release; and,
- (c) Qualified Privilege, as to all statements in the Press Release.

#### Justification

35. The Press Release is substantially true. The fact is that, at the time that the Press Release was issued:

- (a) NRG's conduct was causing or threatening delays in construction of the pipeline and reasonably suggested that the pipeline might not be completed;



- (b) if the pipeline was not completed on time, the completion of the Facility would be jeopardized and the entire project was threatened;
- (c) NRG acted without lawful right (as the OEB later confirmed) in improperly in demanding the \$32,000,000 Letter of Credit, when the PCRA contemplated a Letter of Credit of only \$5,300,000; and,
- (d) NRG had demonstrated that it could not or would not pay third-party suppliers for materials to be used in the pipeline.

Fair Comment

36. In addition and, in the alternative, the statements in the Press Release are fair comments. Many of the impugned statements were comments, including that timely completion of the pipeline was threatened, that IGPC had concluded that NRG was unable or unwilling to complete the pipeline and that NRG's conduct threatened the very viability of the Facility.

37. The timely completion of the pipeline and corresponding success of the Facility were matters of significant public interest, both in the local community and beyond. The numerous stakeholders including employees, farmers, local businesses, banks and governments were all substantially invested and interested in the Facility.

38. The comments in the Press Release were also based on facts. NRG had missed deadlines, failed to pay suppliers, unreasonably refused to sign basic agreements and made unreasonable demands with respect to the Letter of Credit. Comments to the



effect that both the pipeline and Facility were being threatened were fair inferences and/or conclusions from these facts.

39. Any person could, and IGPC did, honestly express these comments on the basis of the existing facts, all as set out above.

40. The Press Release was not issued out of or motivated in any way by malice.

#### Qualified Privilege

41. In addition and in the alternative, the impugned statements are protected by qualified privilege. The statements were fairly made in furtherance of both a public duty and the protection of a private interest.

42. IGPC had a duty to advise the Facility's stakeholders of the problems with NRG. The stakeholders and public in general had a corresponding interest in receiving the information.

43. The defendants deny that the plaintiff has suffered any of the damages as alleged, and put the plaintiff to the strict proof thereof.

#### Causation

44. In any event, there is no causation in law of the damages alleged by NRG. All of the impugned statements in the Press Release were also made by IGPC in the course of the various OEB hearings, either in written materials filed in advance of the hearings or in submissions in the hearings themselves.



45. The Town of Aylmer participated as an intervenor in all of the relevant OEB hearings, including both the First NRG Hearing and Second NRG Hearing. The Town received all of the other parties' submissions and made submissions of its own at these various hearings.

46. All of the complained-of statements in the Press Release were repeated in and asserted by IGPC at the Second NRG hearing, such that any damage to NRG's reputation with the Town would have occurred in any event of the Press Release.

47. The materials that IGPC filed with the OEB and its submissions to the OEB are privileged and cannot ground a defamation action. There is therefore no causation in law from any statements in the Press Release.

48. The IGPC materials and submissions were also a matter of public record that any person could obtain through the OEB.

#### Limitation Period

49. The defendants plead that NRG's claim is statute barred. Section 6 of the *Libel and Slander Act*, R.S.O. 1990, c. L.12, requires that NRG's action be commenced "within three months after the libel has come to the knowledge of the person defamed".

50. NRG had knowledge of the Press Release and alleged defamatory effect since at least February 21, 2008, the date on which it served a libel notice on IGPC. The within action was not commenced until October 16, 2009, more than 19 months after NRG had knowledge of the Press Release and alleged defamation.



51. NRG's claim is therefore statute-barred and ought to be dismissed.

52. The Defendants ask that this action be dismissed with costs.

January 29, 2010

**ADAIR MORSE LLP**  
Barristers & Solicitors  
One Queen Street East  
Suite 1800  
Toronto ON M5C 2W5

Geoffrey D.E. Adair, Q.C. (  
John J. Adair (52169V)  
Tel: 416.863.1230  
Fax: 416.863.1241

Lawyers for the Defendants

TO: **LENCZNER SLAGHT LLP**  
130 Adelaide St. W.  
Suite 2600  
Toronto, ON M5H 3P5

Lawrence Thacker  
416-865-9500 (tel)  
416-865-9010 (fax)

Lawyers for the Plaintiff

RCP-E 18A (July 1, 2007)



Exhibit C

NATURAL RESOURCE GAS LTD.

Tab 11

Plaintiff

12 of 12

-and- IGPC ETHANOL INC. et al  
Defendants

Court File No. CV-09-389242

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
**PROCEEDING COMMENCED AT**  
**TORONTO**

**STATEMENT OF DEFENCE**

**ADAIR MORSE LLP**  
Barristers & Solicitors  
One Queen Street East  
Suite 1800  
Toronto ON M5C 2W5

Geoffrey D.E. Adair, Q.C.  
John J. Adair (52169V)  
Tel: 416.863.1230  
Fax: 416.863.1241

Lawyers for the Defendants



Date : 18 Apr 2008

Filed: June 3, 2013

EB-2012-0406

EB-2013-0081

Exhibit C

Tab 12

1 of 4

**Irrevocable Standby Letter of Credit No.: CT08SOL0043-B**

**Beneficiary**

Natural Resource Gas Limited  
P O Box 307  
Aylmer  
Ontario  
N5H 2S1

**Applicant:**

IGPC Ethanol Inc.  
89 Progress Drive  
Aylmer  
Ontario  
N5H 2R9

Dear Sirs,

Pursuant to the request of the Applicant, Société Générale (Canada Branch) (the "Bank" or "we") hereby establish in favour of the Beneficiary and give the Beneficiary this Irrevocable Standby Letter of Credit No. CT08SOL0043-B (this "Letter of Credit") in the amount of FIVE MILLION TWO HUNDRED FOURTEEN THOUSAND ONE HUNDRED SEVENTY THREE Canadian Dollars (CDN\$5,214,173.00).

We are informed by the Applicant that this Letter of Credit is issued pursuant to section 7.3 of that certain Pipeline Cost Recovery Agreement dated as of January 31, 2007 between Integrated Grain Processors Co-operative Inc. ("IGPC") and the Beneficiary, as assigned to the Applicant pursuant to an assignment agreement dated as of March 30, 2007 between IGPC, the Applicant and the Beneficiary.

The Beneficiary may draw on this Letter of Credit at any time and from time to time prior to the expiry of this Letter of Credit upon written demand in the form of Schedule 2 (the "Demand") completed and purportedly signed by an authorized officer of the Beneficiary accompanied by the original of this Letter of Credit and all amendments hereto (if any). We shall pay to the Beneficiary in accordance with the Demand the lesser of (i) the amount of the Demand, and (ii) the Maximum Liability (as defined in Schedule 1). We shall honour a Demand within three Business Days (as defined in Schedule 1) of receipt of the Demand without inquiring whether the Beneficiary has the right as between the Beneficiary and the Applicant to make such Demand, and without recognizing any claim of the Applicant. We shall endorse the original of this Letter of Credit with the amount of the Demand upon our payment and return the original of this Letter of Credit to the Beneficiary.

This Letter of Credit will continue from 18 Apr 2008 and will expire at our counters on 17 Apr 2009 and the Beneficiary may call for payment of the full amount outstanding under this Letter of Credit at any time up to the close of business on that date or any future expiry date. This Letter of Credit shall be deemed to be automatically extended for one year from the present or any future expiration date hereof, unless at least 30 days prior to any such date we shall notify the Beneficiary in writing by registered mail or by courier sent to: P.O.Box 307, Aylmer, Ontario, N5H 2S1 or such other address as the Beneficiary may designate in writing, that we elect not to consider this Letter of Credit renewed for any such additional period. Upon and at any time following the Beneficiary's receipt of such notice, but prior to the expiry of this Letter of Credit, the Beneficiary may draw hereunder.

Partial or multiple drawings are permitted.

The amount of this Letter of Credit may be reduced at any time by notice to the Bank signed by the Beneficiary accompanied by the original of this Letter of Credit and all amendments hereto (if any) (each a "Reduction"). We shall endorse the original of this Letter of Credit with the amount of the Reduction and return the original of this Letter of Credit to the Beneficiary.





This Letter of Credit is not transferable.

The Beneficiary may assign the proceeds of this Letter of Credit to any lender to the Beneficiary from time to time, provided, however, that we are not obliged to give effect to such assignment except to the extent that we have acknowledged such assignment in accordance with UCP 500 (as defined below).

All payments to be made by us under this Letter of Credit shall be made without any deduction of taxes, levies, charges, fees, deductions or withholdings of any nature and shall be made without any set-off or counterclaim.

All amendments under this Letter of Credit will be effective only on the Bank's receipt of the written acceptance of such amendment by the Beneficiary.

This Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits (1993 Revision, International Chamber of Commerce, Paris, France, Publication No. 500) (the "UCP 500"), except to the extent that the UCP 500 is inconsistent with an express term of this Letter of Credit.

As to matters not covered by the UCP 500, this Letter of Credit shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein.

Societe Generale (Canada Branch)

A handwritten signature in blue ink, appearing to be "Anthony Chiu".

Anthony Chiu  
Associate  
Trade Finance Operations

A handwritten signature in blue ink, appearing to be "Lawrence Ho".

Lawrence Ho  
Vice president  
Trade Finance Operations





# SOCIETE GENERALE

## Corporate & Investment Banking

This is an integral part of the Irrevocable Standby Letter of Credit No. CT08SOL0043-B.

### Schedule 1

### DEFINITIONS

“Business Day” means a day (other than a Saturday or Sunday) on which Banks is open for general business in Toronto, Ontario and Montréal, Québec.

“Maximum Liability” means at any time, the undrawn balance of this Letter of Credit calculated as FIVE MILLION TWO HUNDRED FOURTEEN THOUSAND ONE HUNDRED SEVENTY THREE Canadian Dollars (CDN5,214,173.00) less any Reductions and less any drawings which we have paid under this Letter of Credit.

Societe Generale (Canada Branch)

A handwritten signature in blue ink, appearing to read 'Anthony Chiu', written over a horizontal line.

Anthony Chiu  
Associate  
Trade Finance Operations

A handwritten signature in blue ink, appearing to read 'Lawrence Ho', written over a horizontal line.

Lawrence Ho  
Vice president  
Trade Finance Operations





This is an integral part of the Irrevocable Standby Letter of Credit No. CT08SOL0043-B.

Schedule 2

FORM OF DEMAND OF PAYMENT

(on the letterhead of the Beneficiary)

To: Société Générale (Canada Branch)

copy: [the Applicant]

Date: \_\_\_\_\_

Dear Sirs

Irrevocable Standby Letter of Credit No. \_\_\_\_\_ dated \_\_\_\_\_

Amount: \_\_\_\_\_

1. We refer to the above referenced Letter of Credit.
2. We hereby demand payment of the sum of \_\_\_\_\_ Canadian Dollars under the above referenced Letter of Credit.
3. We require payment of such amount to be made by electronic transfer to the following account:  
 Bank: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Sort Code: \_\_\_\_\_  
 Account Name: \_\_\_\_\_  
 Account Number: \_\_\_\_\_
4. We confirm that pursuant to the Pipeline Cost Recovery Agreement (as defined in the Letter of Credit) we have the right to draw such amount.

Yours faithfully,

\_\_\_\_\_  
(Beneficiary)





March 14, 2012

To: Mr. Jack Howley

Re: Amendment No. 1  
L/C Reference: CT08SOL0043-B

Further to our telephone conversation earlier today.

IGPC had forwarded the following information to Societe Generale for a possible reduction to the current Letter of Credit.

Clause 7.6 of the Pipeline Cost Recovery Agreement provides the right to reduce the LC on the anniversary of taking gas.

The actual dollar amount was taken from a table filed by NRG in the rate application (Response to IGPC Interrogatory 3). This document was dated August 31, 2011 and filed the following day by NRG.

**Year**

2011	\$ 4,222,558
2012	\$ 3,978,949
2013	\$ 3,735,340
2014	\$ 3,491,731
2015	\$ 3,248,122

The highlighted number was used by Societe Generale in drafting up the Letter of Credit Amendment No. 1, which was dropped off at your office earlier in the week, for NRG's authorization.

I hope this information addresses NRG's question in regards to the amendment. Please let me know if I can be of further assistance.

Regards

**FILE COPY**

Doug Blair

Phone 519-765-2575 ext 234





Date: 09 March 2012

**NATURAL RESOURCE GAS LIMITED**

P.O. Box 307

Aylmer, Ontario N5H 2S1

**AMENDMENT NO. 1**

Our Standby L/C Reference: **CT08SOL0043-B**

Issue date: 18 April 2008

Amount: CAD5,214,173.00

At the request of the applicant, IGPC Ethanol Inc., we hereby amend our Irrevocable Standby Letter of Credit as follows:

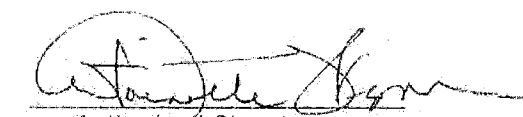
- The letter of credit amount is reduced to CAD3,978,949.00

All other terms and conditions remain unchanged.

This amendment is subject to the Uniform Customs and Practice for Documentary Credits (1993 Revision), International Chamber of Commerce Publication No. 500.

Please confirm your acceptance of this amendment by signing and returning a copy to us.

Societe Generale (Canada Branch)

  
Authorized Signature  
Antoinette Wynn

  
Authorized Signature  
Sally Jow

We hereby confirm acceptance of this amendment.

\_\_\_\_\_  
Natural Resource Gas Limited



---

**From:** Doug Blair [dblair@igpc.ca]  
**Sent:** March 23, 2012 12:55 PM  
**To:** Jim Grey; Scott Stoll  
**Subject:** FW: Request Possible Reduction L/C

Jim / Scott

This is the response from NRG in regards to my follow up phone call yesterday.

Doug

**From:** Jack Howley [mailto:howley@nrgas.on.ca]  
**Sent:** March 23, 2012 12:18 PM  
**To:** Doug Blair  
**Subject:** Request Possible Reduction L/C

Doug Blair

In response to your recent telephone enquiry pertaining to the reduction in the L/C as outlined in your letter of 14 March 2012, at this time we wish to confirm that your request is currently under advisement and that you will be advised in due course.

Thank you,

Jack

**Jack Howley**  
General Manager  
Phone: 519-773-5321  
Fax: 519-773-5335  
E-Mail: [howley@nrgas.on.ca](mailto:howley@nrgas.on.ca)



**NATURAL RESOURCE GAS LIMITED**  
Supporting Your Natural Gas Lifestyle

39 Bazez St. E., Aylmer, Ontario N5H 1A1 Tel. 519-773-5321 Fax: 519-773-5335



April 23, 2012

BY COURIER

Richard King  
Norton Rose Canada LLP  
3800-200 Bay Street  
Toronto, ON M5J 2Z4

Dear Mr. King:

**Re: NRG's Refusal to Permit Reduction in Letter of Credit**

---

I am writing in response to your client's continued failure to abide by the Pipeline Cost Recovery Agreement ("PCRA") and the expectations of a utility in this province. As you are aware, IGPC has provided a Delivery Letter of Credit in the amount of \$5,214,173.00. This amount exceeds the value of the IGPC Pipeline, \$4,872,180.00 that was approved by the Ontario Energy Board to be included in rate base. To date, NRG has not permitted IGPC to reduce the Delivery Letter of Credit.

Recently, IGPC tried to reduce the amount of the Delivery Letter of Credit that it had provided to support the construction of the pipeline. As you will recall, under the PCRA, IGPC is entitled to reduce the security to match the undepreciated amount of the IGPC pipeline. However, following the request of my client to confirm the correct amount of the Delivery Letter of Credit, your client stonewalled and would not confirm a number, even when IGPC pointed to the evidence filed by NRG during the rate hearing. This is outrageous.

Your client has not permitted my client to reduce the Delivery Letter of Credit in the nearly four years since the pipeline became operational. The cost to my client of providing such excessive protection is significant and is not required by the PCRA nor by the OEB. We demand NRG fulfill its obligations under the PCRA in respect of the reduction in the letter of credit.

During the last rate hearing, EB-2010-0018, a settlement was reached, in part, because the accelerated depreciation of the IGPC Pipeline, \$243,609.00 annually, provides a significant non-cash expense to NRG and would have resulted in reduced borrowing costs for IGPC. However, NRG's refusal to permit a reduction in the Delivery Letter of Credit, despite the clear language in the PCRA, has prohibited IGPC from receiving the benefit to which it is entitled. As such, IGPC will have no alternative but to reconsider such a position in the next rate hearing.



April 23, 2012

Page 2

IGPC is being forced to provide approximately \$1,000,000 in financial assurance to which NRG has no right or entitlement

IGPC had sincerely hoped the NRG was serious about improving its relationship with its ratepayers. However, the obstructionist behaviour described above and NRG's very recent decision to continue with the appeal in divisional court of the Board's decision in EB-2008-0413 to grant a 3 year extension to the franchise would confirm that NRG has no interest in its ratepayers or in improving its behaviour.

Yours truly,

AIRD & BERLIS LLP



Scott A. Stoll

SAS

cc: J. Grey, IGPC  
J. Howley, NRG  
K. Walli, OEB  
M. Miller, OEB

12264510.1





BARRISTERS

Direct Line: (416) 865-3097

Email: lthacker@litigate.com

May 9, 2012

**VIA EMAIL**

Scott Stoll  
Aird & Berlis LLP  
BCE Place, 181 Bay Street  
Suite 1800, Box 754  
Toronto, ON M5J 2T9

Dear Mr. Stoll:

**Re: Natural Resource Gas Limited**

Natural Resource Gas Limited ("NRG") has now had an opportunity to review and consider your letter of April 23, 2012 to Richard King of Norton Rose Canada LLP. This letter is in response to that letter.

IGPC's request to reduce the Delivery Letter of Credit was made in a letter dated March 14, 2012 from Doug Blair. The statements in your letter describing repeated requests are inaccurate. On March 23, 2012, NRG advised IGPC that its request was under consideration. The statement that NRG stonewalled is inaccurate and misleading. NRG merely requested support for the number used and at no time were they asked to confirm this number. This number is the amount of the net book value of the pipeline as at September 30, 2012. In considering IGPC's request, NRG reviewed IGPC's financial position to determine if the reduced Delivery Letter of Credit would provide NRG with appropriate security. This involved an assessment of IGPC's financial circumstances and ongoing viability.

NRG has reviewed IGPC's financial statements for the fiscal year ended September 30, 2011 (copy attached), and without an in-depth review it clearly indicates that, but for an operating grant in the amount of approximately \$28.7 million last year (which expires in 2016 and with current government funding cutbacks it could be earlier), IGPC could be rendered unable to meet their future financial commitments. IGPC's net income for its most recent financial fiscal year was \$11.7m. The operating grant was \$28.7m. Accordingly, without the operating grant, IGPC would have incurred a net loss of \$17m. IGPC appears to be operating at a significant rate of loss. If the operating grant is terminated or reduced, IGPC could be insolvent. Accordingly, NRG is at significant risk that IGPC will not have the financial capability to pay NRG for the undepreciated capital costs of the pipeline.

Given the current financial circumstances of IGPC, NRG is considering whether to bring a motion for an order requiring IGPC to provide NRG with adequate security. As you will recall, Union Gas

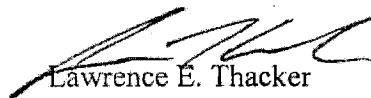


- 2 -

brought a similar motion against NRG in Fall 2008. At that time, IGPC intervened in Union Gas' motion, and took a very active role in supporting Union Gas' request for additional security. The same principles apply in this circumstance – concerns about the financial viability of a gas utility's large customer. It is clear that IGPC's financial viability is seriously in doubt.

I will be in touch shortly to discuss mutually convenient dates for NRG's motion to require IGPC to provide NRG with additional security.

Yours truly,



Lawrence E. Thacker

LET/rk

cc R. King  
J. Grey, IGPC  
J. Howley, NRG  
K. Walli, OEB  
M. Millar, OEB



IGPC Ethanol Inc.  
89 Progress Drive  
PO Box 205  
Aylmer, Ontario, N5H 2R9

November 30, 2012

Natural Resource Gas Limited  
39 Beech Rd.  
Aylmer, Ontario N5H 2R7

Attention: Mr. Anthony Graat

Dear Sir:

**Re: Irrevocable Standby Letter of Credit No. CT08S0L0043-B dated April 18, 2008 in favour of Natural Resource Gas Limited in the amount of \$5,214,173 (the "Pipeline Letter of Credit")**

As you are aware IGPC Ethanol Inc. ("IGPC") has a credit facility, which facility is near its maturity date. IGPC is in the process of refinancing to (i) satisfy the remaining modest economic obligations under its current credit facilities, in a timely manner, to avoid materially adverse consequences and (ii) increase the available cash to be used to facilitate growth and revenue and profit improvement capital projects. IGPC is close to completing the establishment of new credit facilities, led by Royal Bank of Canada. We anticipate completion of the new facilities prior to Christmas. As part of that process, we have requested Royal Bank of Canada, to provide a new Pipeline Letter of Credit in favour of Natural Resource Gas Limited ("NRG"). The Royal Bank Pipeline Letter of Credit will be in identical form and amount as the existing letter of credit (although we reserve the right to question the amount at a later time).

To complete the process, the banks will need the return of the existing Pipeline Letter of Credit to Société Générale (Canada Branch), our current lender simultaneously with the delivery of the new letter of credit.

Please provide us with contact details for your solicitor at your earliest convenience, and in any event before Wednesday December 5, 2012, so that our solicitor may make arrangements for an exchange of the Pipeline Letter of Credit. At such time, we would also like to exchange the irrevocable standby letter of credit no. CT08S0L0052-B dated December 2, 2008 in the amount of \$232,666.84 with an identical one from Royal Bank of Canada.

Yours very truly,

IGPC ETHANOL INC.

Per: \_\_\_\_\_



**Carol Thomas**

**From:** Jill Fraser  
**Sent:** May-31-13 3:33 PM  
**To:** Dennis O'Leary; Scott Stoll  
**Cc:** Martin Kovnats  
**Subject:** Letter toNatural Resource Gas Limited from IGPC.DOC  
**Attachments:** Letter toNatural Resource Gas Limited from IGPC.DOC

**Client:** 031624  
**Filed:** -1  
**Matter:** 114235  
**NRTID:** !nrtdms:0;!session:AB-WS1;!database:cm;!document:14777431,1:

Here is the form of letter which Jim Grey sent to NRG regarding the letter of credit – all correspondence on this matter recently went directly between Jim and NRG. I do not have a copy of the letter that Jim sent (although I will double check again). I'll send you copies of the existing letter of credit. You are correct that because NRG would not replace their letter of credit with IGPC's new lender, IGPC had to get RBC to provide a back-stop letter of credit to Societe Generale, who of course charged a fee for this.

Jill

**Jill P. Fraser**

T 416.865.7744  
F 416.863.1515  
E [jfraser@airdberlis.com](mailto:jfraser@airdberlis.com)

Brookfield Place • 181 Bay Street  
Suite 1800 • Box 754  
Toronto ON • M5J 2T9 • Canada  
[www.airdberlis.com](http://www.airdberlis.com)

**AIRD & BERLIS LLP**  
Barristers and Solicitors

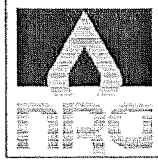
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Please consider the environment before printing this email.





**Natural Resource Gas Limited**

39 Beech St. E., PO Box 307, Aylmer On N5H 2S1

SENT BY COURIER

December 11, 2012

IGPC Ethanol Inc.  
89 Progress Dr.  
Aylmer, ON N5H 2R9

Attention: Mr. Jim Grey  
Chief Executive Officer

Dear Mr. Grey:

We are in receipt of your request to exchange NRG Letter of Credit to a new lender Royal Bank of Canada. As you may know the Christmas season is a busy time of year for everyone, including our professional advisors and others.

NRG has been unable in the past to obtain an accurate assessment of IGPC financing. As you may understand that is not an acceptable position for NRG to be in. We would ask you and or your financial advisors to meet with our people to better understand IGPC's financial position.

It was not last week that IGPC would have started negotiations to review their banking arrangement but, as they have done in the past, they leave it until the last minute then attempts to blame NRG for delays.

IGPC states in their letter of credit that the amount of the letter of credit is not correct but we will deal with that later and maybe just another lawsuit.

As always, IGPC final position is **"not let's sort this out and discuss the issues it is rather, do it now and IGPC is not interested whether NRG has any questions or concerns."**



Amongst other issues is "Who will pay for the review cost of lawyers and accountants?" IGPC obviously chooses when dealing with NRG not to have to explain anything, to anyone, at anytime for any reason

It appears that IGPC believes that NRG works for IGPC only. The fact is that IGPC is NRG's customer and NRG operates its business within normal business practices to protect its other customers and shareholders.

It is NRG's position, that it has a duty to protect its customers and shareholders and when NRG has a full understanding of IGPC's financial position, it will certainly co-operate in any way possible to accommodate IGPC.

Regards,

Natural Resource Gas Limited

A handwritten signature in black ink, appearing to read 'Anthony H. Graat', with a long horizontal line extending to the right.

Anthony H. Graat,  
President



## POST CONSTRUCTION FINANCIAL REPORT Ethanol Pipeline

	Actual Costs	Original Budget	Over/(Under)	%
<b>Total Material</b>	956,242	1,145,855	(189,613)	-17%
<b>Prime Contractor</b>	3,188,173	3,564,400	(376,227)	-11%
<b>Total Labour</b>	2,267,948	2,173,800	94,148	4%
<b>Total Other</b>	110,142	237,000	(126,858)	-54%
<b>Interest</b>	113,260	250,000	(136,740)	-55%
<b>Contingencies</b>	132,000	1,023,237	(891,237)	-87%
<b>SUB TOTAL</b>	6,767,765	8,394,292	(1,626,527)	-19%
<b>Customer Transfer Station</b>	748,105	250,000	498,105	199%
<b>Custody Transfer Station</b>	884,003	500,000	384,003	77%
<b>NET PROJECT COSTS</b>	8,399,873	9,144,292	(744,419)	-8%

Material - Pipe and construction material lower than forecast due to hard negotiations with supplier by our experienced and senior project manager

Prime Contractor/contingencies - below budget due to hands on management by project manager and our senior project manager negotiated at length to get a closed contract so there would be no extras.

Other costs - budget included \$125,000 for Temporary Land Use & Damages which did not occur (again due to hands on project manager)

Customer Transfer Station - the original forecast supplied by Union Gas was a project cost of \$640,000 with the Aid to Construct portion of \$185,000; the final amount supplied by Union Gas was \$700,000 which included \$60,000 cost for land and the full amount was considered the Aid to Construct portion.

Custody Transfer Station - payment was not received from IGPC to go forward with work; IGPC was directed by the Board to deal with Lakeside directly; all future negotiations and management of this aspect were handled directly by IGPC.



## IGPC PIPELINE CAPITAL COSTS ANALYSIS

Name	NRG Claimed Amount	IGPC Amount	Agreed to Costs
<b>Prime Contract</b>			
Prime Contractor (Somerville)	\$ 3,180,642.00	\$ 3,180,642.00	
Bell Canada	\$ 2,576.00	\$ 2,576.00	
Black & McDonald	\$ 823.00	\$ 823.00	
Wellmaster	\$ 11.00	\$ 11.00	
Fastenal	\$ 141.00	\$ 141.00	
Union Gas Ltd.	\$ 736,000.00	\$ 736,000.00	Paid directly by IGPC to Union Gas
<b>Subtotal</b>	<b>\$ 3,920,193.00</b>	<b>\$ 3,920,193.00</b>	
<b>Custody Transfer Station</b>			
Prime Contract (Lakeside Controls)	\$ 884,003.00	\$ 884,003.00	Paid directly by IGPC to Vendor
<b>Subtotal</b>	<b>\$ 884,003.00</b>	<b>\$ 884,003.00</b>	
<b>Pipe and Materials</b>			
Lakeside Steel	\$ 863,420.00	\$ 863,420.00	Paid directly by IGPC to Vendor
CR Wall	\$ 34,539.00	\$ 34,539.00	
Comco	\$ 35,696.00	\$ 35,696.00	
KTT	\$ 22,587.00	\$ 22,587.00	
<b>Subtotal</b>	<b>\$ 956,242.00</b>	<b>\$ 956,242.00</b>	
<b>Regulatory Costs</b>			
Aiken & Associates	\$ 7,718.00	\$ 7,718.00	
Ogilvey Renault	\$ 288,276.86	\$ 205,072.06	Issue 2.1
Lenzner Slaughter	\$ 295,384.00	\$ 126,877.12	Issue 2.1
Harrison Pensa	\$ 25,609.21	\$ 19,099.21	Issue 2.1
Legal Contingency	\$ 132,000.00	\$ -	Issue 2.1 and Issue 2.2
L'observateur	\$ 1,935.00	\$ 1,935.00	
Martin Malette	\$ 292.00	\$ 292.00	
London Free Press	\$ 7,585.00	\$ 7,585.00	
Viva Voce Reporting	\$ 2,195.00	\$ 2,195.00	
ASAP Reporting	\$ 7,476.00	\$ 7,476.00	
Manitoulin Transport	\$ -	\$ -	
Helix Courier	\$ 198.00	\$ 198.00	
Purolator	\$ 498.00	\$ 498.00	
<b>Subtotal</b>	<b>\$ 769,167.07</b>	<b>\$ 378,945.39</b>	



## IGPC PIPELINE CAPITAL COSTS ANALYSIS

Name	NRG Claimed Amount	IGPC Amount	Agreed to Costs
<b>Design, Drafting &amp; Procurement</b>			
AUE (AECON)	\$ 474,856.00	\$ 474,856.00	
TSSA	\$ 750.00	\$ 750.00	
NRG Corp.	\$ 1,046.00	\$ 1,046.00	
Ayerswood Development	\$ 402.00	\$ 402.00	
Corrosion Protection	\$ 3,714.00	\$ 3,714.00	
<b>Subtotal</b>	<b>\$ 480,768.00</b>	<b>\$ 480,768.00</b>	
<b>Environmental</b>			
Stantec	\$ 26,329.00	\$ 26,329.00	
Senes	\$ 13,547.00	\$ 13,547.00	
Senes (IGPC)	\$ 37,483.00	\$ 37,483.00	
Canadian Pacific Railway	\$ 650.00	\$ 650.00	
Middlesex County Engineers Office	\$ -	\$ -	
Catfish Creek CA	\$ 100.00	\$ 100.00	
Kettle Creek CA	\$ 500.00	\$ 500.00	
Elgin County	\$ 800.00	\$ 800.00	
Malahide Township	\$ 1,160.00	\$ 1,160.00	
Upper Thames CA	\$ 800.00	\$ 800.00	
Thames Centre	\$ 150.00	\$ 150.00	
<b>Sub-total</b>	<b>\$ 81,519.00</b>	<b>\$ 81,519.00</b>	
<b>Lands</b>			
Land Rights (Union Gas)	\$ 12,105.00	\$ 12,105.00	
	<b>\$ 12,105.00</b>	<b>\$ 12,105.00</b>	
<b>Other</b>			
Surveying (FKS)	\$ 72,118.00	\$ 72,118.00	
Harrison Pensa (Financing)	\$ 29,295.00	\$ 29,295.00	
Belanger, Cassino & Coulston	\$ 1,929.00	\$ 1,929.00	
Bank of Nova Scotia	\$ 10,400.00	\$ 10,400.00	
Societe Generale	\$ 6,518.00	\$ 6,518.00	
MIG Non-destructive testing (x-ray)	\$ 211,809.00	\$ 211,809.00	
MIG Engineering (1)	\$ 199,673.00	\$ 199,673.00	



## IGPC PIPELINE CAPITAL COSTS ANALYSIS

Name	NRG Claimed Amount	IGPC Amount	Agreed to Costs
MIG Engineering (2) Change Orders	\$ 115,135.00	\$ 115,135.00	
NRG Commissioning	\$ 3,527.55	\$ 3,527.55	
Ayerswood	\$ 9,360.00	\$ -	
Neal, Pallett & Townsend	\$ 9,681.00	\$ -	
Insurance	\$ 62,000.00	\$ -	
Project Management Cost	\$ 397,945.00	\$ 122,500.00	Issue 2.1
Interest During Construction	\$ 190,605.00	\$ 25,000.00	Issue 2.
Administrative Penalty	\$ 140,000.00	\$ -	Issue 2.4
Contingency	\$ 100,000.00	\$ -	
OEB Costs	\$ 12,562.00	\$ 6,281.00	
Union Gas Commissioning	\$ 3,979.56	\$ 3,979.56	
<b>Sub-total</b>	<b>\$ 1,576,537.11</b>	<b>\$ 808,165.11</b>	<b>\$ -</b>
<b>Total</b>	<b>\$ 8,680,534.18</b>	<b>\$ 7,521,940.50</b>	<b>\$ 1,158,593.68</b>



Filed: June 3, 2013

EB-2012-0406

EB-2013-0081

Exhibit D

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# OGILVY RENAULT

LLP / S.E.N.C.R.L., s.r.l.

AUG 03 2006

Client: NATURAL RESOURCE GAS LIMITED  
RE: Ethanol Plant  
Matter No.: 01012724-0003

July 13, 2006  
INVOICE: 633876

GST: R111340006

NATURAL RESOURCE GAS LIMITED  
101 Spruce Street East  
P.O. Box 307  
Aylmer, Ontario N5H 2S1

Attention: Mark Bristoll  
Chairman

*NH 58000  
Amt 327000*

For professional services rendered and disbursements incurred  
for the period ending June 30, 2006

FEES	\$9,600.00
DISBURSEMENTS (Taxable)	1.19
DISBURSEMENTS (Non Taxable)	0.00
GST	576.07
<b>TOTAL FOR THIS INVOICE</b>	<b>\$10,177.26</b>

*RB.  
09/08/06  
15pc*

POSTED

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NATURAL RESOURCE GAS LIMITED

01012724-0003

RE: Ethanol Plant

**BILLING SUMMARY**

	Hours	Rate	Amount
R. King	16.25	460.00	7,475.00
P. Moran	5.00	425.00	2,125.00
Total	21.25		9,600.00

**FEE DETAIL**

Date	Timekeeper	Description	Hours	Rate	Amount
12/6/06	Richard J. King	Call from S. Stoll regarding upcoming meeting on ethanol plant; email information requests to client; comment on IGPC wording for offering statement.	1.50	460.00	\$690.00
✓ 14/6/06	Patrick Moran	Meeting with M. Bristoll and R. Aiken regarding ethanol plant facilities; meeting with ethanol plant representatives.	5.00	425.00	\$2,125.00
14/6/06	Richard J. King	Prepare for meeting with ethanol plant proponents; attend meeting; discussion with S. Stoll.	4.00	460.00	\$1,840.00
15/6/06	Richard J. King	Call and email from S. Stoll; liaison with S. Stoll.	0.50	460.00	\$230.00
✓ 20/6/06	Richard J. King	Print off and review precedent capital contribution agreements and other gas agreements; email to client.	1.00	460.00	\$460.00
✓ 22/6/06	Richard J. King	Discussions with S. Stoll and R. Aiken regarding framework of contractual arrangements with IGPC; email to S. Stoll; email to client; print off Union M9 and Bundled - T contracts.	1.25	460.00	\$575.00
✓ 23/6/06	Richard J. King	Review Union contracts; start drafting gas delivery contract with IGPC; make notes on capital contribution agreement.	2.75	460.00	\$1,265.00
27/6/06	Richard J. King	Liaise with S. Stoll regarding environmental assessment.	0.25	460.00	\$115.00



Filed: June 3, 2013

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**OGILVY  
RENAULT**

LLP / S.E.N.C.R.L., s.r.l.

NATURAL RESOURCE GAS LIMITED

01012724-0003

**RE: Ethanol Plant**

Date	Timekeeper	Description	Hours	Rate	Amount
28/6/06	Richard J. King	Draft pipeline cost recovery agreement.	5.00	460.00	\$2,300.00
<b>TOTAL FEES</b>					<b>\$9,600.00</b>

**DISBURSEMENTS - TAXABLE**

Long distance calls	<u>1.19</u>
	<b>\$1.19</b>

**DISBURSEMENT DETAIL - TAXABLE**

Date	Timekeeper	Description	Amount
29/6/06	Mandy Rines	Long distance calls 15197735321	0.58
29/6/06	Mandy Rines	Long distance calls 15193518624	0.61
<b>TOTAL</b>			<b>\$1.19</b>



Filed: June 3, 2013

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EB-2013-0081

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# OGILVY RENAULT

LLP / S.E.N.C.R.L., s.r.l.

Client: NATURAL RESOURCE GAS LIMITED  
RE: Ethanol Plant  
Matter No.: 01012724-0003

August 16, 2006  
INVOICE: 642776

GST: R111340006

NATURAL RESOURCE GAS LIMITED  
101 Spruce Street East  
P.O. Box 307  
Aylmer, Ontario N5H 2S1

Attention: Mark Bristoll  
Chairman

For professional services rendered and disbursements incurred  
for the period ending July 31, 2006

FEES	\$2,088.75
DISBURSEMENTS (Taxable)	0.00
DISBURSEMENTS (Non Taxable)	0.00
GST	125.33
<b>TOTAL FOR THIS INVOICE</b>	<b>\$2,214.08</b>

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**OGILVY  
RENAULT**

LLP / S.E.N.C.R.L., s.r.l.

NATURAL RESOURCE GAS LIMITED

01012724-0003

**RE: Ethanol Plant**

**BILLING SUMMARY**

	Hours	Rate	Amount
R. King	2.00	460.00	920.00
P. Moran	2.75	425.00	1,168.75
Total	4.75		2,088.75

**FEE DETAIL**

Date	Timekeeper	Description	Hours	Rate	Amount
6/7/06	Richard J. King	Discussion with S. Stoll regarding contracts.	0.25	460.00	\$115.00
✓ 19/7/06	Richard J. King	Discussion with M. Bristoll regarding items to do as a result of meeting with IGPC; discussion with S. Stoll regarding routes, engineering firm and public notice.	1.75	460.00	\$805.00
20/7/06	Patrick Moran	Assist in preparation for hearing; meeting with R. King, R. Aiken and M. Bristoll.	0.50	425.00	\$212.50
✓ 21/7/06	Patrick Moran	Review and revision of public meeting notice for proposed pipeline.	0.50	425.00	\$212.50
24/7/06	Patrick Moran	Meeting with M. Bristoll, S. Stoll and G. Akala regarding leave to construct process.	1.75	425.00	\$743.75

**TOTAL FEES**

**\$2,088.75**



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# OGILVY RENAULT

LLP / S.E.N.C.R.L., s.r.l.

Client: NATURAL RESOURCE GAS LIMITED  
RE: Ethanol Plant  
Matter No.: 01012724-0003

September 15, 2006  
INVOICE: 648629

GST: R111340006

NATURAL RESOURCE GAS LIMITED  
101 Spruce Street East  
P.O. Box 307  
Aylmer, Ontario N5H 2S1

Attention: Mark Bristoll  
Chairman

For professional services rendered and disbursements incurred  
for the period ending August 31, 2006

FEES	\$1,265.00
DISBURSEMENTS (Taxable)	17.52
DISBURSEMENTS (Non Taxable)	0.00
GST	76.95
<b>TOTAL FOR THIS INVOICE</b>	<b>\$1,359.47</b>

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LLP / S.E.N.C.R.L., s.r.l.

NATURAL RESOURCE GAS LIMITED

01012724-0003

**RE: Ethanol Plant****BILLING SUMMARY**

	Hours	Rate	Amount
R. King	2.75	460.00	1,265.00
Total	2.75		1,265.00

**FEE DETAIL**

Date	Timekeeper	Description	Hours	Rate	Amount
1/8/06	Richard J. King	Review email from R. Aiken.	0.25	460.00	\$115.00
2/8/06	Richard J. King	Review draft checklist of items.	0.50	460.00	\$230.00
6/8/06	Richard J. King	Email to M. Bristoll, R. Aiken and P. Moran.	0.25	460.00	\$115.00
9/8/06	Richard J. King	Liaise with P. Moran, client and S. Stoll.	0.25	460.00	\$115.00
16/8/06	Richard J. King	Liaise with client regarding registrations next week and status of documents; e-mail documents to client.	0.75	460.00	\$345.00
25/8/06	Richard J. King	Reply to K. Viraney regarding monthly report.	0.25	460.00	\$115.00
30/8/06	Richard J. King	Discussion with A. Pye regarding monthly reporting; liaise with client and P. Moran.	0.50	460.00	\$230.00
<b>TOTAL FEES</b>					<b>\$1,265.00</b>

**DISBURSEMENTS - TAXABLE**

Long distance calls	17.52
	<b>\$17.52</b>

**DISBURSEMENT DETAIL - TAXABLE**

Date	Timekeeper	Description	Amount
21/8/06	Patrick Moran	Long distance calls 15198686772	0.58



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**OGILVY  
RENAULT**

LLP / S.E.N.C.R.L., s.r.l.

NATURAL RESOURCE GAS LIMITED

01012724-0003

**RE: Ethanol Plant**

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Date	Timekeeper	Description	Amount
21/8/06	Patrick Moran	Long distance calls 15194338126	0.58
21/8/06	Patrick Moran	Long distance calls 15194338126	0.58
21/8/06	Patrick Moran	Long distance calls 15198686772	0.58
21/8/06	Patrick Moran	Long distance calls 15197735321	0.58
22/8/06	Patrick Moran	Long distance calls 15197735321	1.17
22/8/06	Patrick Moran	Long distance calls 15197735321	1.17
22/8/06	Patrick Moran	Long distance calls 15197735321	0.58
22/8/06	Patrick Moran	Long distance calls 15197735321	11.70
TOTAL			\$17.52



2-04  
1013-0001  
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# OGILVY RENAULT

LLP / S.E.N.C.R.L., s.r.l.

Client: NATURAL RESOURCE GAS LIMITED  
RE: 2007 Rates Cases  
Matter No.: 01012724-0002

September 15, 2006  
INVOICE: 648627

GST: R111340006

NATURAL RESOURCE GAS LIMITED  
101 Spruce Street East  
P.O. Box 307  
Aylmer, Ontario N5H 2S1

Attention: Mark Bristoll

5800  
DO NOT WRITE

For professional services rendered and disbursements incurred  
for the period ending August 31, 2006

DISBURSEMENTS (Taxable)	21.25
DISBURSEMENTS (Non Taxable)	0.00
GST	1.28
<b>TOTAL FOR THIS INVOICE</b>	<b>\$22.53</b>

306 250  
118400  
21.25  
1.28

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**OGILVY  
RENAULT**

LLP / S.E.N.C.R.L., s.r.l.

NATURAL RESOURCE GAS LIMITED

01012724-0002

**RE: 2007 Rates Cases**

**DISBURSEMENTS - TAXABLE**

Colour photocopies	21.25
	<u>\$21.25</u>

**DISBURSEMENT DETAIL - TAXABLE**

Date	Timekeeper	Description	Amount
24/7/06	Richard J. King	Colour photocopies	1.25
28/7/06	Mandy Rines	Colour photocopies	20.00
<b>TOTAL</b>			<u>\$21.25</u>



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# OGILVY RENAULT

LLP / S.E.N.C.R.L., s.r.l.

DAID

Client: NATURAL RESOURCE GAS LIMITED  
RE: General  
Matter No.: 01012724-0004

October 17, 2006  
INVOICE: 655972

GST: R111340006

NATURAL RESOURCE GAS LIMITED  
39 Beech Street East  
P.O. Box 307  
Aylmer ON N5H 2S1

Attention: Mr. Mark Bristoll

For professional services rendered and disbursements incurred  
for the period ending September 30, 2006

FEES	\$2,036.25
DISBURSEMENTS (Taxable)	0.00
DISBURSEMENTS (Non Taxable)	0.00
GST	122.18
<b>TOTAL FOR THIS INVOICE</b>	<b>\$2,158.43</b>

58000  
1GPC 306250 2036.25  
118900 122.18

POSTED  
563-13

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# OGILVY RENAULT

LLP / S.E.N.C.R.L., s.r.l.

Client: NATURAL RESOURCE GAS LIMITED  
RE: Ethanol Plant  
Matter No.: 01012724-0003

October 17, 2006  
INVOICE: 655974

GST: R111340006

NATURAL RESOURCE GAS LIMITED  
101 Spruce Street East  
P.O. Box 307  
Aylmer, Ontario N5H 2S1

IGPC

Attention: Mark Bristoll  
Chairman

For professional services rendered and disbursements incurred  
for the period ending September 30, 2006

FEES	\$33,008.75
DISBURSEMENTS (Taxable)	278.38
DISBURSEMENTS (Non Taxable)	4.94
GST	1,997.23 ✓
<b>TOTAL FOR THIS INVOICE</b>	<b>\$35,289.30</b>

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NATURAL RESOURCE GAS LIMITED

01012724-0003

RE: Ethanol Plant

**BILLING SUMMARY**

	Hours	Rate	Amount
R. King	12.00	460.00	5,520.00
V. Helbronner	1.75	460.00	805.00
P. Moran	55.25	475.00	26,243.75
M. Kotrly	2.75	160.00	440.00
<b>Total</b>	<b>71.75</b>		<b>33,008.75</b>

**FEE DETAIL**

Date	Timekeeper	Description	Hours	Rate	Amount
✓ 22/8/06	Patrick Moran	Telephone call with M. Bristoll and telephone call with S. Stoll regarding cost recovery agreement.	0.75	475.00	\$356.25
✓ 23/8/06	Patrick Moran	Telephone call with E. Laratta for SENES regarding NRG retainer; telephone call with M. Bristoll regarding meeting scheduled for August 25 and regarding my telephone call with E. Laratta.	1.25	475.00	\$593.75
✓ 25/8/06	Patrick Moran	Meeting with M. Bristoll regarding leave to construct process; meeting with M. Bristoll and ethanol plant representatives regarding pipeline.	7.00	475.00	\$3,325.00
✓ 1/9/06	Patrick Moran	Review letter sent to the Ontario Energy Board by IGPC, discuss same with M. Bristoll; prepare draft response.	2.00	475.00	\$950.00
5/9/06	Richard J. King	Review proposed correspondence to reply to S. Stoll; make suggestions.	0.75	460.00	\$345.00
5/9/06	Patrick Moran	Prepare letter to the Ontario Energy Board; email to S. Stoll; telephone calls with K. Viraney, M. Bristoll, S. Stoll, V. Helbronner, R. Aiken and E. Laratta; email to S. Stoll regarding IGPC's gas requirements.	5.50	475.00	\$2,612.50



# OGILVY RENAULT

LLP / S.E.N.C.R.L., s.r.l.

NATURAL RESOURCE GAS LIMITED

01012724-0003

RE: Ethanol Plant

Date	Timekeeper	Description	Hours	Rate	Amount
6/9/06	Patrick Moran	Emails to S. Stoll requesting confirmation of gas delivery parameters.	0.25	475.00	\$118.75
7/9/06	Richard J. King	Discussion with V. Helbronner regarding capital contribution.	0.50	460.00	\$230.00
✓ 7/9/06	Patrick Moran	Review letter from Town of Aylmer to the Ontario Energy Board, telephone call to M. Bristoll to discuss same; review documents forwarded by E. Laratta.	0.75	475.00	\$356.25
8/9/06	Richard J. King	Discussions with P. Moran and M. Bristoll regarding Ontario Energy Board meeting and correspondence from S. Stoll and Aylmer mayor.	1.00	460.00	\$460.00
✓ 8/9/06	Patrick Moran	Meeting with M. Bristoll and SENES environmental consultants to review draft environmental report for pipeline route; meeting with M. Bristoll and IGPC representatives at the Ontario Energy Board, with Board vice-chair and Board staff to discuss status and timing of leave to construct application; follow-up on email exchanges with IGPC counsel, S. Stoll.	7.00	475.00	\$3,325.00
11/9/06	Valerie Helbronner	Reviewing blackline showing S. Stoll comments on OR draft Cost Recovery Agreement; meeting with P. Moran and R. King to review my comments on Cost Recovery Agreement.	1.75	460.00	\$805.00
11/9/06	Richard J. King	Meeting with V. Helbronner and P. Moran regarding pipeline cost recovery agreement.	1.00	460.00	\$460.00
11/9/06	Patrick Moran	Review gas delivery contract with V. Helbronner; review R. Aiken comments on gas delivery agreement.	1.25	475.00	\$593.75



**OGILVY  
RENAULT**

LLP / S.E.N.C.R.L., s.r.l.

NATURAL RESOURCE GAS LIMITED

01012724-0003

RE: Ethanol Plant

Date	Timekeeper	Description	Hours	Rate	Amount
✓ 12/9/06	Patrick Moran	Travel to Aylmer for meeting with M. Bristoll and Town of Aylmer Mayor and Administrator.	6.00	475.00	\$2,850.00
✓ 13/9/06	Patrick Moran	Telephone call with S. Stoll regarding next steps for capital cost estimate, email and follow-up telephone call with M. Bristoll regarding same.	0.75	475.00	\$356.25
✓ 14/9/06	Patrick Moran	Telephone call with M. Bristoll regarding approach to capital cost issue; email to S. Stoll regarding same; telephone call with M. Bristoll and title searcher regarding the Ontario Energy Board requirements, telephone call with Z. Crnojacki regarding same.	1.00	475.00	\$475.00
✓ 18/9/06	Patrick Moran	Telephone call with M. Bristoll; telephone call with S. Stoll regarding status of leave application; telephone call with R. Aiken regarding rate for IGPC.	0.75	475.00	\$356.25
19/9/06	Richard J. King	Liaise with P. Moran regarding leave application and pipeline cost recovery agreement; discussion with J. Tuer; review contract.	1.50	460.00	\$690.00
20/9/06	Michael Kotrly	Meeting with Richard King regarding application for pipeline.	0.25	160.00	\$40.00
✓ 20/9/06	Richard J. King	Discussion with P. Moran; review portion of decision dealing with ethanol plant; call with client; review pipeline cost recovery contract; work on changes with P. Moran; finalize and send to client and IGPC.	6.50	460.00	\$2,990.00
✓ 20/9/06	Patrick Moran	Draft and revise capital cost recovery agreement.	4.00	475.00	\$1,900.00
✓ 21/9/06	Richard J. King	Discussion with S. Stoll; send scenarios to S. Stoll.	0.50	460.00	\$230.00



# OGILVY RENAULT

LLP / S.E.N.C.R.L., s.r.l.

NATURAL RESOURCE GAS LIMITED

01012724-0003

RE: Ethanol Plant

Date	Timekeeper	Description	Hours	Rate	Amount
22/9/06	Richard J. King	Email to M. Kotrly regarding leave application.	0.25	460.00	\$115.00
22/9/06	Patrick Moran	Revise gas delivery contract, Appendix A Terms and Conditions and draft letter agreement for preliminary pipeline costs.	3.50	475.00	\$1,662.50
✓ 24/9/06	Patrick Moran	Review draft environmental report; telephone call with S. Stoll regarding Monday meeting and AECON estimate; email exchange with M. Bristoll; telephone call with M. Bristoll regarding capital cost estimate and draft agreements; draft leave to construct application.	5.00	475.00	\$2,375.00
25/9/06	Michael Kotrly	Review of Part VI of Ontario Energy Board Act; review of textbook on leave applications to Ontario Energy Board; review of environmental assessment.	2.50	160.00	\$400.00
✓ 25/9/06	Patrick Moran	Meeting with IGPC and M. Bristoll; teleconference with Town of Aylmer.	4.00	475.00	\$1,900.00
26/9/06	Patrick Moran	Meeting with S. Stoll to review draft delivery agreement; capital cost recovery agreement and letter agreement.	1.50	475.00	\$712.50
✓ 29/9/06	Patrick Moran	Conference call with M. Bristoll and A. Geden (AECON) to review RFQ process and timeline; conference call with NRG, IGPC, AECON and tour of Aylmer for status update and follow-up telephone call with M. Bristoll and A. Geden; telephone call to R. Aiken regarding revised aid-to-construct calculation; email to H. Adams regarding same.	3.00	475.00	\$1,425.00

TOTAL FEES

\$33,008.75





LLP / S.E.N.C.R.L., s.r.l.

NATURAL RESOURCE GAS LIMITED

01012724-0003

RE: Ethanol Plant

**DISBURSEMENTS - TAXABLE**

Long distance calls	34.79
Overtime - Secretarial	178.75
External DB Search/Quicklaw	3.01
Conference call	61.83
	<u>\$278.38</u>

**DISBURSEMENTS - NON TAXABLE**

Provincial Sales Tax	4.94
	<u>\$4.94</u>

**DISBURSEMENT DETAIL - TAXABLE**

Date	Timekeeper	Description	Amount
5/9/06	Patrick Moran	Long distance calls 15197735321	9.36
5/9/06	Patrick Moran	Long distance calls 15197652256	13.46
5/9/06	Patrick Moran	Long distance calls 15197735321	0.58
14/9/06	Patrick Moran	Long distance calls 15197735321	5.85
14/9/06	Patrick Moran	Long distance calls 15197735321	0.58
20/9/06	Patrick Moran	Conference call - ENUNCIATE CONFERENCING	25.40
20/9/06	Richard J. King	Overtime - Secretarial - Wendy Foster	178.75
20/9/06	Patrick Moran	Long distance calls 15197733164	1.17



Filed: June 3, 2013  
EB-2012-0406  
EB-2013-0081  
Exhibit D  
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# OGILVY RENAULT

LLP / S.E.N.C.R.L., s.r.l.

Client: NATURAL RESOURCE GAS LIMITED  
RE: Ethanol Plant  
Matter No.: 01012724-0003

12/31/06  
~~December 14, 2006~~  
INVOICE: 673462

GST: R111340006

NATURAL RESOURCE GAS LIMITED  
101 Spruce Street East  
P.O. Box 307  
Aylmer, Ontario N5H 2S1

Attention: Mark Bristoll  
Chairman

For professional services rendered and disbursements incurred  
for the period ending November 30, 2006

FEES	\$17,066.25
DISBURSEMENTS (Taxable)	584.16
DISBURSEMENTS (Non Taxable)	24.83
GST	1,059.02
<b>TOTAL FOR THIS INVOICE</b>	<b>\$18,734.26</b>

POSTED  
673462

58000

16PG 306650 17675-24  
118900 1059.02

Please return a copy with payment to our address below.

Bank Transfer  
Please remit by Bank Transfer to RBC Financial Group, Main Branch, Royal Bank Plaza, Toronto, Ontario, Canada  
Bank 003, Transit 00002, Acc. No. 106-030-0  
ABA # 021000021  
Swift Code # ROYCCAT2  
including invoice number on transfer order.

Suite 3800  
Royal Bank Plaza, South Tower  
200 Bay Street  
P.O. Box 84  
Toronto, Ontario M5J 2T4

Telephone (416) 216-4000  
Fax (416) 216-3930  
ogilvyrenault.com

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Payable upon receipt



**OGILVY  
RENAULT**

LLP / S.E.N.C.R.L., s.r.l.

NATURAL RESOURCE GAS LIMITED

01012724-0003

RE: Ethanol Plant

**BILLING SUMMARY**

	Hours	Rate	Amount
R. King	1.25	475.00	\$593.75
P. Moran	33.50	475.00	\$15,912.50
M. Kotrly	3.50	160.00	\$560.00
Total	38.25		\$17,066.25

**FEE DETAIL**

Date	Timekeeper	Description	Hours	Rate	Amount
✓ 1/11/06	Patrick Moran	Prepare email to M. Bristoll regarding service requirements for notice of application.	0.25	475.00	\$118.75
✓ 3/11/06	Patrick Moran	Weekly conference call.	0.25	475.00	\$118.75
5/11/06	Patrick Moran	Review correspondence from Thames Centre to M. Adams; review SENES environmental report [REDACTED]; email to S. Agarwal at SENES regarding Thames Centre; email to M. Bristoll and M. Adams regarding same.	0.50	475.00	\$237.50
8/11/06	Patrick Moran	Prepare questions and answers to deliver with notice of application; telephone call from S. Millar regarding notice; emails to SENES regarding contact by SENES with Thames Centre.	1.00	475.00	\$475.00
✓ 9/11/06	Patrick Moran	Telephone call with M. Bristoll regarding Thames Centre issue; follow-up telephone call with S. Stoll regarding same; telephone call with H. Adams; prepare email to H. Adams with information on contacts made with Thames Centre; telephone call from Board staff, N. Mikhail regarding service of notice and procedural order; conference call with M. Bristol and H. Adams.	1.25	475.00	\$593.75



# OGILVY RENAULT

LLP / S.E.N.C.R.L., s.r.l.

NATURAL RESOURCE GAS LIMITED

01012724-0003

**RE: Ethanol Plant**

Date	Timekeeper	Description	Hours	Rate	Amount
✓ 10/11/06	Patrick Moran	Weekly conference call with NRG, Town of Aylmer and AECON; revise questions and answers document to effect comments from H. Adams; emails to SENES, G. Alkalay regarding Thames Centre; telephone call from Board staff, N. Mikhail regarding proposed Board approach to procedure.	1.50	475.00	\$712.50
✓ 14/11/06	Patrick Moran	Telephone call from N. Mikhail regarding intervenors and hearing procedures; telephone call with S. Stoll regarding same; email to M. Bristoll regarding same.	1.00	475.00	\$475.00
15/11/06	Patrick Moran	Email to N. Mikhail regarding municipal contacts.	0.25	475.00	\$118.75
✓ 16/11/06	Patrick Moran	Telephone call from H. Adams regarding intervention; telephone call with S. Millar regarding [REDACTED] telephone call with N. Mikhail regarding notice period procedural order; telephone call from H. Adams regarding Thames Centre intervention; draft letter to the Ontario Energy Board regarding intervention requests; telephone call from N. Mikhail regarding requirement to put Procedural Order in notice package; teleconference with M. Bristoll and A. Geden; telephone call from D. Broad counsel Thames Centre regarding Union intervention; review Union pipeline location agreement.	3.00	475.00	\$1,425.00



**OGILVY  
RENAULT**

LLP / SENC.R.L. srl

NATURAL RESOURCE GAS LIMITED

01012724-0003

**RE: Ethanol Plant**

Date	Timekeeper	Description	Hours	Rate	Amount
✓ 17/11/06	Patrick Moran	Weekly teleconference calls; telephone call with Board Staff and review of draft procedural order and new letter of direction; telephone call with S. Millar regarding service; draft letter for service package.	3.50	475.00	\$1,662.50
✓ 20/11/06	Patrick Moran	Draft outline of pipeline routing process and forward same to H. Adams; telephone call with S. Millar to finalize service arrangements.	1.00	475.00	\$475.00
✓ 21/11/06	Patrick Moran	Exchange emails with H. Adams, A. Geden and M. Bristoll regarding meeting with Thames Centre and proposed conference call with local municipalities; review four franchise agreements.	1.50	475.00	\$712.50
22/11/06	Michael Kotrly	Drafting of affidavits for Mark Bristoll regarding service of Notice of Application pursuant to OEB direction.	1.25	160.00	\$200.00
✓ 22/11/06	Patrick Moran	Prepare agenda for conference call with local municipalities; email to G. Alkalay regarding his involvement in conference call; telephone call with M. Bristoll regarding conference call.	0.50	475.00	\$237.50
23/11/06	Michael Kotrly	Editing of affidavits for service and drafting of instructions for client on how to complete and commission the affidavits.	2.00	160.00	\$320.00



# OGILVY RENAULT

LLP / SENCRL, s.r.l

NATURAL RESOURCE GAS LIMITED

01012724-0003

RE: Ethanol Plant

Date	Timekeeper	Description	Hours	Rate	Amount
✓ 23/11/06	Patrick Moran	Conference call with municipal representatives; email to S. Millar regarding publication of notice in L'Observateur and conference call with M. Bristoll and S. Millar regarding same; review draft affidavits of services prepared by M. Kotrly; review Elgin County Franchise agreement; email exchange with R. Hardy regarding conference call; email to A. Geden regarding OPCC contracts; review changes by S. Stoll to gas delivery agreement and bundle T service agreement.	3.00	475.00	\$1,425.00
27/11/06	Michael Kotrly	Editing of affidavit of Mark Bristoll.	0.25	160.00	\$40.00
✓ 27/11/06	Patrick Moran	Telephone call with M. Bristoll and S. Millar regarding affidavit of service; weekly teleconference; review capital cost agreement comments and revise agreement; meeting with S. Stoll to review agreements; emails with SENES regarding scheduling of preparation and availability for hearing; review Malahide letter to the Ontario Energy Board.	4.00	475.00	\$1,900.00
✓ 28/11/06	Patrick Moran	Revise capital cost agreement; email exchange with A. Geden regarding pipeline route; review letter to the Ontario Energy Board from Middlesex County, emails to M. Bristoll, H. Adams and C. Traini regarding same.	3.00	475.00	\$1,425.00
28/11/06	Richard J. King	Discussion with P. Moran regarding conditions precedent; find similar clauses and send to P. Moran.	1.25	475.00	\$593.75



**OGILVY  
RENAULT**

LLP / S.E.N.C.R.L., s.r.l.

NATURAL RESOURCE GAS LIMITED

01012724-0003

**RE: Ethanol Plant**

Date	Timekeeper	Description	Hours	Rate	Amount
✓ 29/11/06	Patrick Moran	Telephone call with M. Bristoll and H. Adams; email exchange with C. Traini (Middlesex County); review of Interrogatories from Middlesex County and Thames Centre; revise Capital Cost Recovery Agreement; emails to SENES regarding their availability to support hearing process.	3.00	475.00	\$1,425.00
✓ 30/11/06	Patrick Moran	Finalize revisions to Capital Cost Recovery Agreement and forward to S. Scott; telephone call with C. Traini (Middlesex County) regarding concerns; telephone call with M. Bristoll regarding preparation for Technical Conference and Middlesex County concerns; review interrogatories for IGPC and the Ontario Energy Board.	5.00	475.00	\$2,375.00

**TOTAL FEES**

**\$17,066.25**

**DISBURSEMENTS - TAXABLE**

Long distance calls	56.15
Courier service	115.50
Photocopies/photocopy card	102.60
Conference call	309.91
	<u>\$584.16</u>





NATURAL RESOURCE GAS LIMITED

01012724-0003

RE: Ethanol Plant

**DISBURSEMENTS - NON TAXABLE**

Provincial Sales Tax	24.83
	<u>\$24.83</u>

**DISBURSEMENT DETAIL - TAXABLE**

Date	Timekeeper	Description	Amount
6/10/06	Patrick Moran	Conference call - ENUNCIATE CONFERENCING	86.55
12/10/06	Patrick Moran	Courier service - Oct 12/06 - QA Courier - Invoice #54742	13.51
13/10/06	Patrick Moran	Conference call - ENUNCIATE CONFERENCING	60.63
17/10/06	Patrick Moran	Conference call - ENUNCIATE CONFERENCING	10.10
20/10/06	Patrick Moran	Conference call - ENUNCIATE CONFERENCING	28.02
23/10/06	Patrick Moran	Courier service - QA Courier - Oct 23/06 - Mr Doug Peeling - Ministry of Transportation - St Catharines ON	14.04
23/10/06	Patrick Moran	Courier service - QA Courier - Oct 23/06 - Mr Usman Ahmed - Provincial Planning and Environmental Services - Ministry of Municipal Affairs - Toronto ON	3.42
23/10/06	Patrick Moran	Courier service - QA Courier - Oct 23/06 - Graham Martin - Ontario Realty Corporation - Toronto ON	5.70
23/10/06	Patrick Moran	Courier service - QA Courier - Oct 23/06 - Mr Mike Parker - MOE Regional Contact - Southwestern Supervisor, APEP - London ON	14.04
23/10/06	Patrick Moran	Courier service - QA Courier - Oct 23/06 - Mr Sing-Gin Louie - Ministry Energy, Science and Technology - Toronto ON	4.56
23/10/06	Patrick Moran	Courier service - QA Courier - Oct 23/06 - Ms Donna Mundie - Ministry of Agriculture, Food and Rural Affairs - Guelph ON	14.04
23/10/06	Patrick Moran	Courier service - QA Courier - Oct 23/06 - Mr Michaël Johnson - Ministry of Citizenship, Culture and Recreation - Toronto ON	3.42
23/10/06	Patrick Moran	Courier service - QA Courier - Oct 23/06 - Ms Kirsten Walli - Ontario Energy Board - Toronto ON	10.77





LLP / S.E.N.C.R.L., s.r.l.

NATURAL RESOURCE GAS LIMITED

01012724-0003

RE: Ethanol Plant

Date	Timekeeper	Description	Amount
23/10/06	Patrick Moran	Courier service - QA Courier - Oct 23/06 - Mr Oscar Alonso - Technical Standards and Safety Authority - Etobicoke ON	10.26
23/10/06	Patrick Moran	Courier service - QA Courier - Oct 23/06 - Mr D Renton - Ministry of Natural Resources - Peterborough ON	14.04
23/10/06	Patrick Moran	Courier service - QA Courier - Oct 23/06 - Ms Zora Crnojacki - Ontario Energy Board - Toronto ON	7.70
27/10/06	Patrick Moran	Photocopies/photocopy card - ESP ETHICAL SOLUTION PROVIDERS INC.	102.60
27/10/06	Patrick Moran	Conference call - ENUNCIATE CONFERENCING	30.39
3/11/06	Patrick Moran	Conference call - ENUNCIATE CONFERENCING	8.08
9/11/06	Patrick Moran	Conference call - ENUNCIATE CONFERENCING	4.71
9/11/06	Patrick Moran	Long distance calls 15197733164	5.26
10/11/06	Patrick Moran	Conference call - ENUNCIATE CONFERENCING	25.69
14/11/06	Patrick Moran	Long distance calls 15196607796	9.95
14/11/06	Patrick Moran	Long distance calls 15197734901	0.58
16/11/06	Patrick Moran	Long distance calls 15194338126	25.74
16/11/06	Patrick Moran	Long distance calls 15196607796	3.51
16/11/06	Patrick Moran	Long distance calls 15197735321	2.92
16/11/06	Patrick Moran	Long distance calls 15197735321	7.02
17/11/06	Patrick Moran	Long distance calls 15197735321	1.17
17/11/06	Patrick Moran	Conference call - ENUNCIATE CONFERENCING	18.29
23/11/06	Patrick Moran	Conference call - ENUNCIATE CONFERENCING	13.22
24/11/06	Patrick Moran	Conference call - ENUNCIATE CONFERENCING	1.51
27/11/06	Patrick Moran	Conference call - ENUNCIATE CONFERENCING	22.72
TOTAL			\$584.16

## DISBURSEMENT DETAIL - NON TAXABLE

Date	Timekeeper	Description	Amount
6/10/06	John Thompson	Provincial Sales Tax - ENUNCIATE CONFERENCING	6.93
13/10/06	Patrick Moran	Provincial Sales Tax - ENUNCIATE CONFERENCING	4.85



Filed: June 3, 2013

EB-2012-0406

EB-2013-0081

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**OGILVY  
RENAULT**

LLP/S.ENC.R.L., s.r.l.

NATURAL RESOURCE GAS LIMITED

01012724-0003

**RE: Ethanol Plant**

Date	Timekeeper	Description	Amount
17/10/06	Patrick Moran	Provincial Sales Tax - ENUNCIATE CONFERENCING	0.81
20/10/06	Patrick Moran	Provincial Sales Tax - ENUNCIATE CONFERENCING	2.25
27/10/06	Patrick Moran	Provincial Sales Tax - ENUNCIATE CONFERENCING	2.44
3/11/06	Patrick Moran	Provincial Sales Tax - ENUNCIATE CONFERENCING	0.65
9/11/06	Patrick Moran	Provincial Sales Tax - ENUNCIATE CONFERENCING	0.38
10/11/06	Patrick Moran	Provincial Sales Tax - ENUNCIATE CONFERENCING	2.06
17/11/06	Patrick Moran	Provincial Sales Tax - ENUNCIATE CONFERENCING	1.46
23/11/06	Patrick Moran	Provincial Sales Tax - ENUNCIATE CONFERENCING	1.06
24/11/06	Patrick Moran	Provincial Sales Tax - ENUNCIATE CONFERENCING	0.12
27/11/06	Patrick Moran	Provincial Sales Tax - ENUNCIATE CONFERENCING	1.82
TOTAL			\$24.83



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EB-2013-0081

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**OGILVY  
RENAULT**

LLP / S.E.N.C.R.L., s.r.l.



Client: NATURAL RESOURCE GAS LIMITED  
RE: Ethanol Plant  
Matter No.: 01012724-0003

12/31/06  
November 17, 2006  
INVOICE: 665207

GST: R111340006

NATURAL RESOURCE GAS LIMITED  
101 Spruce Street East  
P.O. Box 307  
Aylmer, Ontario N5H 2S1

Attention: Mark Bristoll  
Chairman

For professional services rendered and disbursements incurred  
for the period ending October 31, 2006

FEES	\$16,955.00
DISBURSEMENTS (Taxable)	387.71
DISBURSEMENTS (Non Taxable)	0.00
GST	1,040.56
<b>TOTAL FOR THIS INVOICE</b>	<b>\$18,383.27</b>

58000

IGPC 306250 17342.71  
118900 1040.56

POSTED  
590-00

Please return a copy with payment to our address below.

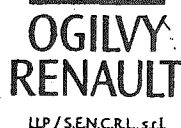
Bank Transfer  
Please remit by Bank Transfer to RBC Financial Group, Main Branch, Royal Bank Plaza, Toronto, Ontario, Canada  
Bank 003, Transit 00002, Acc. No. 106-030-0  
ABA # 021000021  
Swift Code # ROYCCAT2  
Including invoice number on transfer order.

Suite 3800  
Royal Bank Plaza, South Tower  
200 Bay Street  
P.O. Box 84

Telephone (416) 216-4000  
Fax (416) 216-3930  
ogilvyrenault.com

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NATURAL RESOURCE GAS LIMITED

01012724-0003

RE: Ethanol Plant

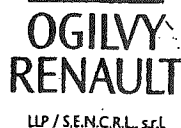
**BILLING SUMMARY**

	Hours	Rate	Amount
R. King	3.25	475.00	1,543.75
V. Helbronner	1.75	460.00	805.00
P. Moran	30.75	475.00	14,606.25
Total	35.75		16,955.00

**FEE DETAIL**

Date	Timekeeper	Description	Hours	Rate	Amount
7/9/06	Valerie Helbronner	Review of NRG-IGP draft Cost Recovery Agreement and background memorandum from Harrison Pensa and email to P. Moran regarding same.	1.75	460.00	\$805.00
2/10/06	Patrick Moran	Review changes to letter agreement proposed by S. Stoll; review draft AEON letter regarding pipeline budget; email to E. Laratta regarding need for map for public notice.	1.00	475.00	\$475.00
3/10/06	Richard J. King	Review S. Stoll letter and comment to P. Moran.	0.50	475.00	\$237.50
✓ 4/10/06	Patrick Moran	Telephone call with M. Bristoll regarding IGPC comments on distribution agreement; draft AECON letter regarding estimate and [REDACTED]; revise letter agreement and email to S. Stoll; draft Ontario Energy Board update letter and forward same to S. Stoll for comment.	3.00	475.00	\$1,425.00
4/10/06	Richard J. King	Review NRG decision and pull relevant impacts on plant; email to P. Moran regarding soft project costs.	1.50	475.00	\$712.50
5/10/06	Patrick Moran	Finalize Ontario Energy Board update letter.	0.25	475.00	\$118.75





NATURAL RESOURCE GAS LIMITED

01012724-0003

**RE: Ethanol Plant**

Date	Timekeeper	Description	Hours	Rate	Amount
✓ 6/10/06	Patrick Moran	Telephone call with M. Bristoll and A. Geden; conference call with Town of Aylmer, IGPC and NRG.	2.50	475.00	\$1,187.50
9/10/06	Richard J. King	Review email exchange between P. Moran and M. Bristoll regarding ethanol plant and next steps; emails with R. Aiken.	0.50	475.00	\$237.50
9/10/06	Patrick Moran	Email correspondence regarding pipeline order, Ontario Energy Board directive regarding feasibility of additional capacity; meeting with S. Stoll regarding pipeline order option, letter agreement and cost recovery agreement; revise letter agreement and forward same to S. Stoll.	3.50	475.00	\$1,662.50
✓ 10/10/06	Patrick Moran	Telephone call with M. Bristoll and H. Adams; telephone call with R. Aiken regarding leave to construct application and bundled TI rate; review comments from S. Stoll on letter agreement.	1.00	475.00	\$475.00
10/10/06	Richard J. King	Liaise with P. Moran; liaise with Ontario Energy Board regarding leave to construct application.	0.75	475.00	\$356.25
✓ 11/10/06	Patrick Moran	Email to S. Stoll regarding cost recovery agreement and draft application for leave to construct; emails to M. Bristoll regarding same; review comments from G. Alkalay regarding letter agreement and email to M. Bristoll regarding same; review route map from SENES; telephone calls with N. McKay and V. Khalil regarding the Ontario Energy Board directive regarding feasibility of additional capacity.	2.75	475.00	\$1,306.25



**OGILVY  
RENAULT**

LLP / S.E.N.C.R.L., s.r.l.

NATURAL RESOURCE GAS LIMITED

01012724-0003

**RE: Ethanol Plant**

Date	Timekeeper	Description	Hours	Rate	Amount
12/10/06	Patrick Moran	Forward route map to the Ontario Energy Board for inclusion in notice of application along with draft language for route description; send final revision of letter agreement, application and prefiled evidence to S. Stoll.	0.25	475.00	\$118.75
✓ 13/10/06	Patrick Moran	Telephone call with G. Alkalay regarding letter agreement; telephone call with M. Bristoll and H. Adams regarding letter agreement; teleconference with NRG, IGPC, Town of Aylmer representatives to provide status report and discuss next steps; finalize application for filing.	4.50	475.00	\$2,137.50
16/10/06	Patrick Moran	Meeting with S. Stoll to work out payment schedule for cost recovery agreement.	1.50	475.00	\$712.50
✓ 17/10/06	Patrick Moran	Review draft revisions to pipeline cost-recovery agreement for S. Stoll; telephone call with S. Stoll regarding same; conference call with S. Stoll and G. Alkalay regarding same; telephone call with M. Bristoll regarding same.	2.00	475.00	\$950.00
✓ 20/10/06	Patrick Moran	Telephone call with S. Stoll regarding agreements and pipeline order; conference call with M. Bristoll, A. Geden, S. Stoll, M. Adams regarding pipeline order.	1.00	475.00	\$475.00
23/10/06	Patrick Moran	Telephone call from the Ontario Energy Board staff, N. Mikhail regarding notice of application; revise draft pipeline cost recovery agreement and forward same to S. Stoll.	4.50	475.00	\$2,137.50



**OGILVY  
 RENAULT**

LLP / S.E.N.C.R.L., s.r.l.

NATURAL RESOURCE GAS LIMITED

01012724-0003

RE: Ethanol Plant

Date	Timekeeper	Description	Hours	Rate	Amount
24/10/06	Patrick Moran	Telephone call with S. Stoll regarding revised cost recovery agreement, pipeline order and letter of credit and question regarding rolling profitability index.	0.50	475.00	\$237.50
26/10/06	Patrick Moran	Review email from Union Gas requesting information relating to NRG requirements for connection with Union Gas; forward same to R. Aiken and A. Geden.	0.25	475.00	\$118.75
✓ 27/10/06	Patrick Moran	Teleconference with IGPC and NRG; follow-up telephone call with M. Bristoll regarding "transmission line" concern raised by Thames Centre and conference call with NRC bank regarding letter of credit requirements.	1.50	475.00	\$712.50
✓ 31/10/06	Patrick Moran	Review of proposal by Aecon for sale source contract and teleconference regarding same with M. Bristoll and A. Geden.	0.75	475.00	\$356.25
TOTAL FEES					\$16,955.00

**DISBURSEMENTS - TAXABLE**

Photocopies	284.25
Long distance calls	0.58
Car rental/gas	65.74
Taxis	31.43
Parking	5.71
	<u>\$387.71</u>

**DISBURSEMENT DETAIL - TAXABLE**

Date	Timekeeper	Description	Amount
4/10/06	Patrick Moran	Long distance calls 15197735321	0.58
6/10/06	Richard J. King	Taxis - RICHARD J. KING	31.43



Filed: June 3, 2013

EB-2012-0406

EB-2013-0081

Exhibit D

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**OGILVY  
RENAULT**

LLP / S.E.N.C.R.L., s.r.l

NATURAL RESOURCE GAS LIMITED

01012724-0003

**RE: Ethanol Plant**

Date	Timekeeper	Description	Amount
13/10/06	Suzanne Britton	Photocopies	284.25
23/10/06	Patrick Moran	Parking - PATRICK MORAN	5.71
23/10/06	Patrick Moran	Car rental/gas - PATRICK MORAN	36.36
23/10/06	Patrick Moran	Car rental/gas - PATRICK MORAN	29.38
TOTAL			\$387.71



Filed: June 3, 2013

EB-2012-0406

EB-2013-0081

Exhibit D

Tab 3

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# OGILVY RENAULT

LLP / S.E.N.C.R.L., s.r.l.

Client: NATURAL RESOURCE GAS LIMITED  
RE: Ethanol Plant  
Matter No.: 01012724-0003

January 17, 2007  
INVOICE: 680927

GST: R111340006

NATURAL RESOURCE GAS LIMITED  
101 Spruce Street East  
P.O. Box 307  
Aylmer, Ontario N5H 2S1

Attention: Mark Bristol  
Chairman

For professional services rendered and disbursements incurred  
for the period ending December 31, 2006

FEES	\$33,047.50
DISBURSEMENTS (Taxable)	516.90
DISBURSEMENTS (Non Taxable)	6.06
GST	2,013.86
TOTAL FOR THIS INVOICE	\$35,584.32

58000

GPC 306250

33570.46

115900

2013.86

POSTED  
PC 12/12

Please return a copy with payment to our address below.



# OGILVY RENAULT

LLP / SENCRL, s.r.l.

NATURAL RESOURCE GAS LIMITED

01012724-0003

RE: Ethanol Plant

## BILLING SUMMARY

	Hours	Rate	Amount
P.S. Newell	7.25	575.00	\$4,168.75
R. King	0.50	475.00	\$237.50
K. Tymbursky	1.00	260.00	\$260.00
P. Moran	59.75	475.00	\$28,381.25
Total	68.50		\$33,047.50

## FEE DETAIL

Date	Timekeeper	Description	Hours	Rate	Amount
✓ 1/12/06	Patrick Moran	Weekly conference call; telephone call with S. Stoll regarding agreements and upcoming technical conference; review interrogatories received and draft responses.	4.00	475.00	\$1,900.00
4/12/06	Patrick Moran	Preparation for witness meeting.	2.00	475.00	\$950.00
✓ 5/12/06	Patrick Moran	Meeting with M. Bristoll, A. Geden and Senes to review interrogatories and prepare for technical conference.	7.50	475.00	\$3,562.50
✓ 6/12/06	Patrick Moran	Prepare written response to interrogatories; phone call with S. Stoll regarding technical conference and consultation issue; prepare for technical conference; phone call with M. Bristoll regarding Senes retainer for technical conference and hearing.	7.00	475.00	\$3,325.00
✓ 7/12/06	Patrick Moran	Attend at technical conference; meet with M. Bristoll.	6.00	475.00	\$2,850.00
8/12/06	Richard J. King	Contact Golder for London office referral.	0.50	475.00	\$237.50
✓ 8/12/06	Patrick Moran	Weekly conference call.	1.00	475.00	\$475.00
11/12/06	Patrick Moran	Telephone call with D. Broad regarding position of County and Thames Centre.	0.50	475.00	\$237.50



**OGILVY  
RENAULT**

LLP / S.E.N.C.R.L., s.r.l.

NATURAL RESOURCE GAS LIMITED

01012724-0003

RE: Ethanol Plant

Date	Timekeeper	Description	Hours	Rate	Amount
12/12/06	Patrick Moran	Witness preparation meeting and preparation for same.	6.50	475.00	\$3,087.50
13/12/06	Patrick Moran	Review proposed statement from County; telephone call with Board Staff regarding hearing procedure; review draft conditions of approval; hearing preparation; prepare corrected evidence for filing; emails with County and SENES regarding whether there are any outstanding emails; telephone call with P. Moddle, Golders regarding water-crossing permits; review construction bid package and brief P. Newell for his review of legal documents; review latest version of cost recovery agreement from S. Stoll.	6.50	475.00	\$3,087.50
14/12/06	Kelly Tymburski	Receiving instructions from P. Newell; reviewing conference materials and case law pertaining to privilege clauses in calls for tender.	0.25	260.00	\$65.00
14/12/06	Patrick Moran	Meeting with S. Stoll regarding cost recovery agreement; follow up with E. Laratta regarding CV; telephone call with Board Staff regarding hearing; review draft conditions of approval; follow up with S. Agarwal (SENES) regarding County planning issues; hearing preparation.	3.00	475.00	\$1,425.00
14/12/06	Peter S. Newell	Commence review of bid package; Discussions with Kelly Tymburski respecting research re privilege sections of bid package.	0.75	575.00	\$431.25





LLP / S.E.N.C.R.L., s.r.l.

NATURAL RESOURCE GAS LIMITED

01012724-0003

RE: Ethanol Plant

Date	Timekeeper	Description	Hours	Rate	Amount
✓ 15/12/06	Patrick Moran	Weekly conference call; telephone call with the Ontario Energy Board counsel regarding hearing; telephone call with R. Aiken regarding direct evidence and preparation for hearing; preparation of direct evidence for hearing; preparation of hearing materials for witnesses; telephone call with M. Bristoll regarding hearing.	3.50	475.00	\$1,662.50
15/12/06	Kelly Tymburski	Reviewing tender materials to locate privilege clauses; providing marked copy of same to P. Newell.	0.75	260.00	\$195.00
✓ 18/12/06	Patrick Moran	Preparation and attendance at the Ontario Energy Board for hearing.	4.00	475.00	\$1,900.00
19/12/06	Patrick Moran	Review email from P. Newell regarding construction documents.	0.25	475.00	\$118.75
19/12/06	Peter S. Newell	Work on review of bid package; Email with comments to Patrick Moran.	6.50	575.00	\$3,737.50
20/12/06	Patrick Moran	Review agreements for purposes of filing drafts with the Ontario Energy Board and revise gas delivery contract; telephone call with K. Šebalj regarding same; telephone call with S. Stoll regarding same; email exchange with R. Aiken regarding gas delivery contract.	2.00	475.00	\$950.00
✓ 28/12/06	Patrick Moran	Meeting with M. Bristoll to review pipeline contract.	2.50	475.00	\$1,187.50
✓ 29/12/06	Patrick Moran	Meeting with M. Bristoll to review pipeline agreements.	3.50	475.00	\$1,662.50
TOTAL FEES					\$33,047.50



# OGILVY RENAULT

LLP / SENCRL, s.r.l.

NATURAL RESOURCE GAS LIMITED

01012724-0003

**RE: Ethanol Plant****DISBURSEMENTS - TAXABLE**

Photocopies	303.00
Long distance calls	71.33
Overtime - Secretarial	32.50
Courier service	34.45
Conference call	75.62
	<u>\$516.90</u>

**DISBURSEMENTS - NON TAXABLE**

Provincial Sales Tax	6.06
	<u>\$6.06</u>

**DISBURSEMENT DETAIL - TAXABLE**

Date	Timekeeper	Description	Amount
30/11/06	Patrick Moran	Long distance calls 15194347321	0.58
1/12/06	Patrick Moran	Long distance calls 15193518624	8.00
1/12/06	Patrick Moran	Courier service - QA Courier - Dec 1/06	14.04
1/12/06	Patrick Moran	Conference call - ENUNCIATE CONFERENCEING	34.58
5/12/06	Boardroom Boardroom	Long distance calls 15193518624	28.91
5/12/06	Boardroom Boardroom	Long distance calls 15193518624	4.30
6/12/06	Patrick Moran	Overtime - Secretarial - Wendy Foster	32.50
6/12/06	Wendy Foster	Photocopies	107.50
8/12/06	Patrick Moran	Photocopies	31.50
8/12/06	Patrick Moran	Conference call - ENUNCIATE CONFERENCEING	0.47
8/12/06	Patrick Moran	Conference call - ENUNCIATE CONFERENCEING	30.63
11/12/06	Patrick Moran	Long distance calls 15196607796	6.43
12/12/06	Toronto - Services T	Long distance calls 15194347321	0.58
12/12/06	Toronto - Services T	Long distance calls 15192687334	1.17
12/12/06	Toronto - Services T	Long distance calls 15194347321	0.58
12/12/06	Toronto - Services T	Long distance calls 15196314860	0.58
13/12/06	Patrick Moran	Long distance calls 15193518624	1.23
14/12/06	Patrick Moran	Photocopies	7.50
14/12/06	Patrick Moran	Photocopies	5.00
14/12/06	Patrick Moran	Photocopies	5.00
14/12/06	Patrick Moran	Courier service - QA Courier - Dec 14/06	20.41
15/12/06	Patrick Moran	Photocopies	146.50



# OGILVY RENAULT

LLP / S.E.N.C.R.L., s.r.l.

NATURAL RESOURCE GAS LIMITED

01012724-0003

**RE: Ethanol Plant**

Date	Timekeeper	Description	Amount
15/12/06	Patrick Moran	Long distance calls 15193518624	16.61
15/12/06	Patrick Moran	Conference call - ENUNCIATE CONFERENCING	7.36
21/12/06	Patrick Moran	Long distance calls 15194338126	0.58
22/12/06	Suzanne Britton	Long distance calls 15197732289	1.17
22/12/06	Patrick Moran	Conference call - ENUNCIATE CONFERENCING	2.58
29/12/06	Boardroom Boardroom	Long distance calls 15193518624	0.61
TOTAL			\$516.90

**DISBURSEMENT DETAIL - NON TAXABLE**

Date	Timekeeper	Description	Amount
1/12/06	Patrick Moran	Provincial Sales Tax - ENUNCIATE CONFERENCING	2.77
8/12/06	Patrick Moran	Provincial Sales Tax - ENUNCIATE CONFERENCING	2.45
8/12/06	Patrick Moran	Provincial Sales Tax - ENUNCIATE CONFERENCING	0.04
15/12/06	Patrick Moran	Provincial Sales Tax - ENUNCIATE CONFERENCING	0.59
22/12/06	Patrick Moran	Provincial Sales Tax - ENUNCIATE CONFERENCING	0.21
TOTAL			\$6.06



Filed: June 3, 2013

EB-2012-0406

EB-2013-0081

Exhibit D

Tab 3

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# OGILVY RENAULT

LLP / S.E.N.C.R.L., s.r.l.

Client: NATURAL RESOURCE GAS LIMITED  
RE: Ethanol Plant  
Matter No.: 01012724-0003

February 6, 2007  
INVOICE: 687364

GST: R111340006

NATURAL RESOURCE GAS LIMITED  
101 Spruce Street East  
P.O. Box 307  
Aylmer, Ontario N5H 2S1

Attention: Mark Bristoll  
Chairman

For professional services rendered and disbursements incurred  
for the period ending January 31, 2007

FEES	\$24,968.75
DISBURSEMENTS (Taxable)	273.49
DISBURSEMENTS (Non Taxable)	12.27
GST	1,514.53
TOTAL FOR THIS INVOICE	\$26,769.04

58000  
IGPC 306250 26769.04

POSTED  
PC 627-10

Please return a copy with payment to our address below.

**Bank Transfer**

Please remit by Bank Transfer to RBC Financial Group, Main Branch, Royal Bank Plaza, Toronto, Ontario, Canada  
Bank 003, Transit 00002, Acc. No. 106-030-0  
ABA # 021000021  
Swift Code # ROYCCAT2  
including invoice number on transfer order.

Payable upon receipt

Suite 3800  
Royal Bank Plaza, South Tower  
200 Bay Street  
P.O. Box 84  
Toronto, Ontario M5J 2Z4  
Canada

Telephone (416) 216-4000  
Fax (416) 216-3930  
ogilvyrenault.com

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NATURAL RESOURCE GAS LIMITED

01012724-0003

RE: Ethanol Plant

### BILLING SUMMARY

	Hours	Rate	Amount
R. King	1.25	500.00	\$625.00
P. Moran	51.25	475.00	\$24,343.75
Total	52.50		\$24,968.75

### FEE DETAIL

Date	Timekeeper	Description	Hours	Rate	Amount
✓ 5/1/07	Patrick Moran	Weekly conference call; follow-up call with M. Bristoll and A. Geden; telephone call with R. Aiken regarding pipeline depreciation expense.	2.00	475.00	\$950.00
8/1/07	Patrick Moran	Telephone call with R. Aiken regarding pipeline depreciation issue; telephone call from the Ontario Energy Board, N. Mikhail, regarding status of agreements; telephone call to S. Stoll regarding same; email exchange with R. Aiken regarding depreciation scenarios.	1.50	475.00	\$712.50
✓ 10/1/07	Patrick Moran	Telephone call with Board staff regarding status of agreements; telephone call with M. Bristoll and R. Aiken regarding depreciation issue.	2.00	475.00	\$950.00
✓ 11/1/07	Patrick Moran	Conference call with S. Stoll, M. Nelligan and R. Aiken regarding depreciation issue; follow up telephone call with M. Bristoll and R. Aiken; prepare letter to the Ontario Energy Board regarding status of agreements; review decommissioning estimate from A. Geden.	2.50	475.00	\$1,187.50



# OGILVY RENAULT

LLP / S.E.N.C.R.L., s.r.l.

NATURAL RESOURCE GAS LIMITED

01012724-0003

RE: Ethanol Plant

Date	Timekeeper	Description	Hours	Rate	Amount
12/1/07	Patrick Moran	Weekly conference call with IGPC; conference call with S. Stoll and M. Nelligan regarding depreciation issue; telephone call with R. Aiken regarding same; review procedural order issued by the Ontario Energy Board and advise client.	3.00	475.00	\$1,425.00
✓ 15/1/07	Patrick Moran	Telephone calls with S. Stoll and D. O'Leary regarding depreciation issue; telephone calls with Board staff regarding scheduling; telephone call to H. Adams to provide update; telephone call with M. Bristoll and R. Aiken.	4.00	475.00	\$1,900.00
15/1/07	Richard J. King	Deal with Procedural Order No. 2; calls with R. Aiken, P. Moran and S. Stoll.	1.25	500.00	\$625.00
✓ 16/1/07	Patrick Moran	Conference call with S. Stoll and D. O'Leary, telephone call with M. Bristoll and R. Aiken regarding depreciation issue; follow-up conference call with S. Stoll and D. O'Leary.	2.50	475.00	\$1,187.50
✓ 18/1/07	Patrick Moran	Telephone call with R. Aiken regarding new rate for IGPC; conference call with M. Bristoll and R. Aiken regarding issue of depreciation sale; conference call with S. Stoll, D. O'Leary and R. Aiken regarding new rate and financial assurance.	1.75	475.00	\$831.25
✓ 19/1/07	Patrick Moran	Meeting with R. Aiken to prepare for hearing; regular weekly conference call; review proposed changes regarding letter of credit and new rate and telephone call with S. Stoll regarding same; attendance at hearing; telephone calls to M. Bristoll and H. Adams to provide update or hearing.	4.50	475.00	\$2,137.50





LLP / S.E.N.C.R.L., s.r.l.

NATURAL RESOURCE GAS LIMITED

01012724-0003

RE: Ethanol Plant

Date	Timekeeper	Description	Hours	Rate	Amount
✓ 22/1/07	Patrick Moran	Telephone call with R. Aiken regarding Bundled T Service agreement; discussion with S. Stoll regarding need to change Bundled T Service agreement to reflect obligated delivery to Parkway.	1.00	475.00	\$475.00
23/1/07	Patrick Moran	Review and revise agreements; telephone calls with R. Aiken regarding same.	4.00	475.00	\$1,900.00
✓ 24/1/07	Patrick Moran	Review and revision of the cost recovery agreement; telephone calls with M. Bristoll, A. Geden and R. Aiken regarding same; telephone call from S. Stoll and M. Nelligan regarding revisions to gas delivery contract.	8.00	475.00	\$3,800.00
✓ 25/1/07	Patrick Moran	Telephone call with S. Stoll regarding status of revised agreements; review revised wording from S. Stoll for gas delivery contract; telephone call with M. Bristoll; telephone call to K. Sebalj at the Ontario Energy Board; telephone call from N. Mikhail at the Ontario Energy Board.	1.25	475.00	\$593.75
✓ 26/1/07	Patrick Moran	Weekly conference call; telephone call to H. Adams regarding status; communications with S. Stoll regarding revisions to agreements; telephone calls with M. Bristoll regarding agreements and decommissioning issues.	2.75	475.00	\$1,306.25



**OGILVY  
RENAULT**

LLP / S.E.N.C.R.L., s.r.l.

NATURAL RESOURCE GAS LIMITED

01012724-0003

RE: Ethanol Plant

Date	Timekeeper	Description	Hours	Rate	Amount
✓ 29/1/07	Patrick Moran	Telephone calls with M. Bristoll regarding revisions to agreements; telephone calls with the Ontario Energy Board staff regarding status of agreements and scheduling of hearing; email to Board Counsel regarding proposed schedule to finalize agreements; communication with S. Stoll regarding revisions.	2.00	475.00	\$950.00
✓ 30/1/07	Patrick Moran	Telephone call from N. Mikhail of the Ontario Energy Board regarding status of agreements and scheduling of hearing; telephone call with M. Bristoll and B. Israel for final review of agreements; telephone call with S. Stoll with proposed final revisions; review agreements with respect to implications flowing from IGPC proposed date change.	3.50	475.00	\$1,662.50
✓ 31/1/07	Patrick Moran	Telephone calls with and emails to M. Bristoll, A. Geden, R. Aiken, S. Stoll, M. Nelligan and OEB staff relating to finalization of agreements for execution and filing same with the Ontario Energy Board and regarding alternatives to decommissioning.	5.00	475.00	\$2,375.00

**TOTAL FEES****\$24,968.75****DISBURSEMENTS - TAXABLE**

Long distance calls	29.35
Meals with clients	90.72
Conference call	153.42
	<u>\$273.49</u>





LLP / S.E.N.C.R.L., s.r.l.

NATURAL RESOURCE GAS LIMITED

01012724-0003

RE: Ethanol Plant

**DISBURSEMENTS - NON TAXABLE**

Provincial Sales Tax	12.27
	<u>\$12.27</u>

**DISBURSEMENT DETAIL - TAXABLE**

Date	Timekeeper	Description	Amount
22/12/06	Patrick Moran	Meals with clients - IS SERVED CATERING CO.	90.72
5/1/07	Patrick Moran	Conference call - ENUNCIATE CONFERENCING	4.61
8/1/07	Patrick Moran	Long distance calls 15193518624	14.14
10/1/07	Patrick Moran	Conference call - ENUNCIATE CONFERENCING	8.85
11/1/07	Patrick Moran	Conference call - ENUNCIATE CONFERENCING	13.15
12/1/07	Patrick Moran	Conference call - ENUNCIATE CONFERENCING	45.48
18/1/07	Patrick Moran	Conference call - ENUNCIATE CONFERENCING	21.08
19/1/07	Patrick Moran	Long distance calls 15197734901	1.17
19/1/07	Patrick Moran	Conference call - ENUNCIATE CONFERENCING	4.64
19/1/07	Patrick Moran	Long distance calls 15197735321	1.75
22/1/07	Patrick Moran	Long distance calls 15193518624	0.61
23/1/07	Patrick Moran	Conference call - ENUNCIATE CONFERENCING	5.48
23/1/07	Patrick Moran	Long distance calls 15193518624	6.76
25/1/07	Patrick Moran	Long distance calls 15193518624	4.92
26/1/07	Patrick Moran	Conference call - ENUNCIATE CONFERENCING	13.51
31/1/07	Patrick Moran	Conference call - ENUNCIATE CONFERENCING	36.62
TOTAL			<u>\$273.49</u>

**DISBURSEMENT DETAIL - NON TAXABLE**

Date	Timekeeper	Description	Amount
5/1/07	Patrick Moran	Provincial Sales Tax - ENUNCIATE CONFERENCING	0.37
10/1/07	Patrick Moran	Provincial Sales Tax - ENUNCIATE CONFERENCING	0.71



Filed: June 3, 2013

EB-2012-0406

EB-2013-0081

Exhibit D

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**OGILVY  
RENAULT**

LLP / S.E.N.C.R.L., s.r.l.

NATURAL RESOURCE GAS LIMITED

01012724-0003

RE: Ethanol Plant

Date	Timekeeper	Description	Amount
11/1/07	Patrick Moran	Provincial Sales Tax - ENUNCIATE CONFERENCING	1.05
12/1/07	Patrick Moran	Provincial Sales Tax - ENUNCIATE CONFERENCING	3.64
18/1/07	Patrick Moran	Provincial Sales Tax - ENUNCIATE CONFERENCING	1.68
19/1/07	Patrick Moran	Provincial Sales Tax - ENUNCIATE CONFERENCING	0.37
23/1/07	Patrick Moran	Provincial Sales Tax - ENUNCIATE CONFERENCING	0.44
26/1/07	Patrick Moran	Provincial Sales Tax - ENUNCIATE CONFERENCING	1.08
31/1/07	Patrick Moran	Provincial Sales Tax - ENUNCIATE CONFERENCING	2.93
TOTAL			\$12.27



Filed: June 3, 2013  
EB-2012-0406  
EB-2013-0081  
Exhibit D  
Tab 3  
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# OGILVY RENAULT

LLP / S.E.N.C.R.L., s.r.l.

Client: NATURAL RESOURCE GAS LIMITED  
RE: Ethanol Plant  
Matter No.: 01012724-0003

March 7, 2007  
INVOICE: 695597

GST: R111340006

NATURAL RESOURCE GAS LIMITED  
101 Spruce Street East  
P.O. Box 307  
Aylmer, Ontario N5H 2S1

Attention: Mark Bristoll  
Chairman

For professional services rendered and disbursements incurred  
for the period ending February 28, 2007

FEES	\$3,087.50
DISBURSEMENTS (Taxable)	124.40
DISBURSEMENTS (Non Taxable)	6.25
GST	192.71
<b>TOTAL FOR THIS INVOICE</b>	<b>\$3,410.86</b>

KPO

58000

306250 3410.86  
POSTED  
PCAB-200D

Regulatory / Other Legal

Please return a copy with payment to our address below.

**Bank Transfer**

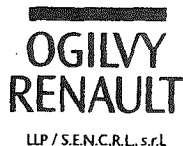
Please remit by Bank Transfer to RBC Financial Group, Main Branch, Royal Bank Plaza, Toronto, Ontario, Canada  
Bank 003, Transit 00002, Acc. No. 106-030-0  
ABA # 021000021  
Swift Code # ROYCCAT2  
including invoice number on transfer order.

Suite 3800  
Royal Bank Plaza, South Tower  
200 Bay Street  
P.O. Box 84  
Toronto, Ontario M5J 2Z4

Telephone (416) 216-4000  
Fax (416) 216-3930  
ogilvyrenault.com

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NATURAL RESOURCE GAS LIMITED

01012724-0003

RE: Ethanol Plant

**BILLING SUMMARY**

	Hours	Rate	Amount
P. Moran	6.50	475.00	\$3,087.50
Total	6.50		\$3,087.50

**FEE DETAIL**

Date	Timekeeper	Description	Hours	Rate	Amount
1/2/07	Patrick Moran	Telephone calls with M. Bristoll, A. Geden and R. Aiken regarding hearing preparation; telephone calls from Ontario Energy Board staff regarding filed agreements; attendance at the Ontario Energy Board; email to M. Adams regarding status of agreements; email to M. Bristoll and M. Adams reporting on hearing.	4.00	475.00	\$1,900.00
2/2/07	Patrick Moran	Weekly conference call; review Ontario Energy Board decision and hearing transcript.	0.75	475.00	\$356.25
7/2/07	Patrick Moran	Telephone call from M. Bristoll regarding next steps; email regarding weekly conference call and next steps.	0.25	475.00	\$118.75
16/2/07	Patrick Moran	Weekly conference call and telephone call with M. Bristoll.	0.75	475.00	\$356.25
26/2/07	Patrick Moran	Telephone call from S. Stoll regarding construction tender timing and bundled T agreement.	0.25	475.00	\$118.75
28/2/07	Patrick Moran	Two telephone calls with S. Stoll regarding timing for release of construction tender and next conference call; telephone call regarding question on gas quality and email to NRG regarding same.	0.50	475.00	\$237.50

**TOTAL FEES**

**\$3,087.50**





NATURAL RESOURCE GAS LIMITED

01012724-0003

RE: Ethanol Plant

**DISBURSEMENTS - TAXABLE**

Long distance calls	0.58
Meals with clients	45.85
Conference call	77.97
	<u>\$124.40</u>

**DISBURSEMENTS - NON TAXABLE**

Provincial Sales Tax	6.25
	<u>\$6.25</u>

**DISBURSEMENT DETAIL - TAXABLE**

Date	Timekeeper	Description	Amount
31/1/07	Patrick Moran	Meals with clients - DRUXY'S	45.85
2/2/07	Patrick Moran	Conference call - ENUNCIATE CONFERENCING	5.10
7/2/07	Patrick Moran	Conference call - ENUNCIATE CONFERENCING	51.82
16/2/07	Patrick Moran	Conference call - ENUNCIATE CONFERENCING	15.36
19/2/07	Patrick Moran	Long distance calls 15197735305	0.58
23/2/07	Patrick Moran	Conference call - ENUNCIATE CONFERENCING	5.69
TOTAL			<u>\$124.40</u>

**DISBURSEMENT DETAIL - NON TAXABLE**

Date	Timekeeper	Description	Amount
2/2/07	Patrick Moran	Provincial Sales Tax - ENUNCIATE CONFERENCING	0.41
7/2/07	Patrick Moran	Provincial Sales Tax - ENUNCIATE CONFERENCING	4.15
16/2/07	Patrick Moran	Provincial Sales Tax - ENUNCIATE CONFERENCING	1.23
23/2/07	Patrick Moran	Provincial Sales Tax - ENUNCIATE CONFERENCING	0.46
TOTAL			<u>\$6.25</u>



Filed: June 3, 2013  
EB-2012-0406  
EB-2013-0081  
Exhibit D  
Tab 3  
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# OGILVY RENAULT

LLP / S.E.N.C.R.L., s.r.l.

Client: NATURAL RESOURCE GAS LIMITED  
RE: Ethanol Plant  
Matter No.: 01012724-0003

April 10, 2007  
INVOICE: 703732

GST: R111340006

NATURAL RESOURCE GAS LIMITED  
101 Spruce Street East  
P.O. Box 307  
Aylmer, Ontario N5H 2S1

Attention: Mark Bristoll  
Chairman

For professional services rendered and disbursements incurred  
for the period ending March 31, 2007

FEES	\$15,203.75
DISBURSEMENTS (Taxable)	213.56
DISBURSEMENTS (Non Taxable)	10.92
GST	925.04
<b>TOTAL FOR THIS INVOICE</b>	<b>\$16,353.27</b>

58006

306250 16353.27

POSTED  
710-2

Please return a copy with payment to our address below.

Bank Transfer  
Please remit by Bank Transfer to RBC Financial Group, Main Branch, Royal Bank Plaza, Toronto, Ontario, Canada  
Bank 003, Transit 00002, Acc. No. 106-030-0  
ABA # 021000021  
Swift Code # ROYCCAT2  
including invoice number on transfer order.

Payable upon receipt

Suite 3800  
Royal Bank Plaza, South Tower  
200 Bay Street  
P.O. Box 84  
Toronto, Ontario M5J 2Z4

Telephone (416) 216-4000  
Fax (416) 216-3930  
ogilvyrenault.com

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**OGILVY  
RENAULT**

LLP / S.E.N.C.R.L., s.r.l.

NATURAL RESOURCE GAS LIMITED

01012724-0003

RE: Ethanol Plant

**BILLING SUMMARY**

	Hours	Rate	Amount
G. Walker	4.50	675.00	\$3,037.50
V. Helbronner	2.25	500.00	\$1,125.00
A. Welsh	0.50	625.00	\$312.50
B.N. Segal	2.00	525.00	\$1,050.00
P. Moran	16.25	475.00	\$7,718.75
M. Kotrly	12.25	160.00	\$1,960.00
Total	37.75		\$15,203.75

**FEE DETAIL**

Date	Timekeeper	Description	Hours	Rate	Amount
1/3/07	Patrick Moran	Review existing bundled T agreement between Union and NRG and forward same to R. Aiken.	0.25	475.00	\$118.75
2/3/07	Patrick Moran	Telephone call with S. Stoll regarding Bundled T agreement.	0.25	475.00	\$118.75
7/3/07	Patrick Moran	Telephone call with M. Bristoll; IGPC conference call with A. Geden, M. Bristoll, S. Stoll, and H. Adams.	1.50	475.00	\$712.50
9/3/07	Patrick Moran	NRG - IGPC weekly conference call; telephone call from A. Geden regarding tender package and environmental approvals; conference call with G. Alkalay, S. Stoll, A. Geden regarding pipe order; email to G. Alkalay regarding environmental approvals.	2.25	475.00	\$1,068.75
12/3/07	Patrick Moran	Telephone call from A. Geden regarding Lakeside order requirements; telephone call from G. Alkalay regarding IGPC Letter of Credit.	0.50	475.00	\$237.50
13/3/07	Andrew Welsh	Review L/C; office conference and e-mail P. Moran.	0.50	625.00	\$312.50



**OGILVY  
RENAULT**

LLP / S.E.N.C.R.L., s.r.l.

NATURAL RESOURCE GAS LIMITED

01012724-0003

RE: Ethanol Plant

Date	Timekeeper	Description	Hours	Rate	Amount
13/3/07	Patrick Moran	Conference call with A. Welsh regarding draft Letter of Credit from IGPC's lender; conference call with M. Bristoll and AECON regarding tender package and potential bidders; telephone call with M. Bristoll regarding draft Letter of Credit; telephone call with J. Hollander (Societe General); telephone call with G. Baird (counsel for Societe General); email to G. Alkalay regarding Lakeside terms.	2.00	475.00	\$950.00
14/3/07	Patrick Moran	Telephone call with S. Stoll regarding proposed restructuring of IGPC; telephone call with A. Geden regarding tender package.	0.50	475.00	\$237.50
16/3/07	Patrick Moran	Review procedural order from the Ontario Energy Board regarding costs and forward same to client.	0.75	475.00	\$356.25
23/3/07	Patrick Moran	Telephone call with S. Stoll; email to weekly conference call list.	0.50	475.00	\$237.50
25/3/07	Patrick Moran	Bundled T Agreement; review proposed revisions from S. Stoll.	1.00	475.00	\$475.00
27/3/07	Patrick Moran	Telephone call with R. Aiken to review draft Bundled T agreement; telephone call with S. Stoll regarding Bundled T agreement.	1.00	475.00	\$475.00
28/3/07	Patrick Moran	Review draft bundled T agreement with R. Aiken.	0.75	475.00	\$356.25
29/3/07	Barry N. Segal	Researching issues re: capital cost of property.	0.50	525.00	\$262.50
29/3/07	Valerie Helbronner	Discussing escrow arrangement with P. Moran; reviewing and commenting on draft Escrow Agreement.	1.25	500.00	\$625.00



**OGILVY  
RENAULT**

LLP / S.E.N.C.R.L., s.r.l.

NATURAL RESOURCE GAS LIMITED

01012724-0003

**RE: Ethanol Plant**

Date	Timekeeper	Description	Hours	Rate	Amount
29/3/07	Geoffrey Walker	Reviewing provisions relating to CCA applicable to stranded/obsolete gas pipeline; internal discussions to understand the regulatory regime and the background to and character of the compensatory payment; consider para 12(1)(x), section 13, section 12(2.2); section 20(16) Income Tax Act and review ITA Regulations pertaining to CCA on pipelines. Internal discussion re "injurious affection" basis for proceeds of disposition.	4.50	675.00	\$3,037.50
29/3/07	Michael Kotrly	Research and drafting memo on meaning of "injuriously affected."	8.00	160.00	\$1,280.00
29/3/07	Patrick Moran	Telephone calls with R. Aiken, S. Millar and M. Cadotte regarding Union flexibility on IGPC timing for contract/bundled T contract; telephone calls with S. Stoll regarding bundled T and IGPC reorganization; telephone calls with S. Stoll regarding Union proposal; meeting with G. Walker regarding tax question regarding letter of credit.	2.50	475.00	\$1,187.50
30/3/07	Michael Kotrly	Completion of memo on meaning of "injuriously affected."	4.25	160.00	\$680.00
30/3/07	Patrick Moran	Weekly conference call; review draft escrow agreement and prepare email regarding same to M. Bristoll.	2.00	475.00	\$950.00
30/3/07	Valerie Helbronner	Revising Escrow Agreement, conversation with P. Moran regarding his comments and circulating consolidated comments to Aird & Berlis; conversation with P. Moran regarding revised Escrow Agreement.	1.00	500.00	\$500.00





LLP / S.E.N.C.R.L., s.r.l.

NATURAL RESOURCE GAS LIMITED

01012724-0003

RE: Ethanol Plant

Date	Timekeeper	Description	Hours	Rate	Amount
30/3/07	Barry N. Segal	Researching meaning of "disposition" for G. Walker.	1.50	525.00	\$787.50
31/3/07	Patrick Moran	Telephone call with M. Bristoll regarding escrow agreement.	0.50	475.00	\$237.50
TOTAL FEES					\$15,203.75

**DISBURSEMENTS - TAXABLE**

Long distance calls	52.41
External DB Search/Quicklaw	24.43
Conference call	136.72
	<u>\$213.56</u>

**DISBURSEMENTS - NON TAXABLE**

Provincial Sales Tax	10.92
	<u>\$10.92</u>

**DISBURSEMENT DETAIL - TAXABLE**

Date	Timekeeper	Description	Amount
28/2/07	Patrick Moran	Long distance calls 15197501039	1.67
7/3/07	Patrick Moran	Conference call - ENUNCIATE CONFERENCING	45.16
9/3/07	Patrick Moran	Conference call - ENUNCIATE CONFERENCING	36.88
13/3/07	Patrick Moran	Long distance calls 15148416006	4.62
13/3/07	Patrick Moran	Conference call - ENUNCIATE CONFERENCING	25.67
16/3/07	Patrick Moran	Conference call - ENUNCIATE CONFERENCING	9.68
27/3/07	Patrick Moran	Long distance calls 15193518624	27.06
29/3/07	Patrick Moran	Conference call - ENUNCIATE CONFERENCING	10.31
29/3/07	Patrick Moran	Long distance calls 15193650709	1.23
29/3/07	Patrick Moran	Long distance calls 15193518624	9.22



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**OGILVY  
RENAULT**

LLP / S.E.N.C.R.L., s.r.l.

NATURAL RESOURCE GAS LIMITED

01012724-0003

RE: Ethanol Plant

Date	Timekeeper	Description	Amount
29/3/07	Patrick Moran	Long distance calls 15193650709	8.61
30/3/07	Michael Kotrly	External DB Search/Quicklaw	24.43
30/3/07	Patrick Moran	Conference call - ENUNCIATE CONFERENCING	9.02
TOTAL			\$213.56

**DISBURSEMENT DETAIL - NON TAXABLE**

Date	Timekeeper	Description	Amount
7/3/07	Patrick Moran	Provincial Sales Tax - ENUNCIATE CONFERENCING	3.61
9/3/07	Patrick Moran	Provincial Sales Tax - ENUNCIATE CONFERENCING	2.95
13/3/07	Patrick Moran	Provincial Sales Tax - ENUNCIATE CONFERENCING	2.05
16/3/07	Patrick Moran	Provincial Sales Tax - ENUNCIATE CONFERENCING	0.77
29/3/07	Patrick Moran	Provincial Sales Tax - ENUNCIATE CONFERENCING	0.82
30/3/07	Patrick Moran	Provincial Sales Tax - ENUNCIATE CONFERENCING	0.72
TOTAL			\$10.92



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# OGILVY RENAULT

LLP / S.E.N.C.R.L., s.r.l.

Client: NATURAL RESOURCE GAS LIMITED  
RE: Ethanol Plant  
Matter No.: 01012724-0003

May 14, 2007  
INVOICE: 712635

GST: R111340006

NATURAL RESOURCE GAS LIMITED  
101 Spruce Street East  
P.O. Box 307  
Aylmer, Ontario N5H 2S1

Attention: Mark Bristoll  
Chairman

For professional services rendered and disbursements incurred  
for the period ending April 30, 2007

FEES	\$20,116.25
DISBURSEMENTS (Taxable)	47.67
DISBURSEMENTS (Non Taxable)	2.06
GST	1,209.84
<b>TOTAL FOR THIS INVOICE</b>	<b>\$21,375.82</b>

IGPC

306250 21375.82

POSTED  
PC-1-81

Please return a copy with payment to our address below.

Bank Transfer  
Please remit by Bank Transfer to RBC Financial Group, Main Branch, Royal Bank Plaza, Toronto, Ontario, Canada  
Bank 003, Transit 00002, Acc. No. 106-030-0  
ABA # 021000021  
Swift Code # ROYCCAT2  
Including invoice number on transfer order.

Suite 3800  
Royal Bank Plaza, South Tower  
200 Bay Street  
P.O. Box 84

Telephone (416) 216-4000  
Fax (416) 216-3930  
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ogilvyrenault.com





LLP / S.E.N.C.R.L., s.r.l.

NATURAL RESOURCE GAS LIMITED

01012724-0003

RE: Ethanol Plant

## BILLING SUMMARY

	Hours	Rate	Amount
S. Hamilton	0.25	110.00	\$27.50
C. Kilby	4.50	160.00	\$720.00
P. Moran	8.50	475.00	\$4,037.50
E. Plotkin	1.25	575.00	\$718.75
V. Helbrunner	12.75	500.00	\$6,375.00
R. King	1.50	500.00	\$750.00
G. Walker	1.50	675.00	\$1,012.50
G. Walker	9.25	700.00	\$6,475.00
Total	39.50		\$20,116.25

## FEE DETAIL

Date	Timekeeper	Description	Hours	Rate	Amount
5/4/07	Valerie Helbrunner	Reviewing and commenting on draft Consent and Acknowledgment.	2.00	500.00	\$1,000.00
5/4/07	Patrick Moran	Review draft consent with V. Helbrunner.	0.75	475.00	\$356.25
9/4/07	Valerie Helbrunner	Further reviewing and considering draft Consent and Acknowledgment Agreement and revising same; meeting with E. Plotkin to discuss certain provisions in draft.	2.75	500.00	\$1,375.00
9/4/07	Ella Plotkin	Meet with V. Helbrunner re review of Consent and Acknowledgment Agreement.	1.25	575.00	\$718.75
10/4/07	Valerie Helbrunner	Reviewing Letter of Credit to address appropriately in Consent; revising Consent.	0.75	500.00	\$375.00
10/4/07	Patrick Moran	Conference with V. Helbrunner regarding IGPC consent.	0.50	475.00	\$237.50



**OGILVY  
RENAULT**

LLP / S.E.N.C.R.L., s.r.l.

NATURAL RESOURCE GAS LIMITED

01012724-0003

**RE: Ethanol Plant**

Date	Timekeeper	Description	Hours	Rate	Amount
16/4/07	Geoffrey Walker	Review notes on abandonment of depreciable property in preparation for meeting. Further research into CRA views on terminal loss treatment on abandonment of a pipeline.	1.50	675.00	\$1,012.50
19/4/07	Valerie Helbronner	Revising Consent and Acknowledgment agreement and meeting with M. Bristoll and P. Moran to discuss same.	3.75	500.00	\$1,875.00
19/4/07	Geoffrey Walker	Meet with clients to discuss tax accounting issues relating to pipeline reimbursement payments, treatment of preferred shares as liabilities and related party transaction disclosure.	1.50	700.00	\$1,050.00
19/4/07	Patrick Moran	Meeting with M. Bristoll, S. Millar, V. Helbronner and G. Walker regarding construction tender; letter of credit tax issue, bundled T contract and consent to assignment.	5.00	475.00	\$2,375.00
19/4/07	Richard J. King	Prepare for and attend client meeting to discuss pipeline financing.	1.50	500.00	\$750.00
20/4/07	Valerie Helbronner	Revising Consent and Acknowledgment further to April 19th email and circulating revised Consent to NRG; circulating draft Consent and Acknowledgment for comment to B. Israel.	1.25	500.00	\$625.00
20/4/07	Geoffrey Walker	Telephone conference with Glenn Hardman re pipeline tax issues. Draft memo to M. Bristoll outlining tax and accounting issues.	4.50	700.00	\$3,150.00
23/4/07	Geoffrey Walker	Telephone with Canada Revenue Agency - Rulings regarding the treatment of L/C payment and pipeline on early termination.	1.00	700.00	\$700.00



**OGILVY  
RENAULT**

LUP / SEN.C.R.L. s.r.l.

NATURAL RESOURCE GAS LIMITED

01012724-0003

**RE: Ethanol Plant**

Date	Timekeeper	Description	Hours	Rate	Amount
24/4/07	Valerie Helbronner	Participating in conference call with B. Israel regarding Consent and Acknowledgment; revising same and circulating revised document.	1.25	500.00	\$625.00
25/4/07	Christine Kilby	Met with P. Newell, spoke to P. Moran regarding research requirements for client regarding preservation of discretion in selecting tenders; asked for research assistance; conducted correspondence; reviewed research.	2.00	160.00	\$320.00
25/4/07	Geoffrey Walker	Discussing NRG tax issues. Email from P. Moran re same.	1.25	700.00	\$875.00
25/4/07	Valerie Helbronner	Reviewing B. Israel's comments on Consent and forwarding responding email regarding same; further revising Consent with B. Israel comments; participating in conversation with B. Israel regarding his comments.	1.00	500.00	\$500.00
25/4/07	Patrick Moran	Meeting with AECON regarding tender package and bidder qualification issue; telephone call with S. Millar regarding status of IGPC invoices; conference with P. Newell regarding construction tender and bidder qualification issue.	1.50	475.00	\$712.50
25/4/07	Shayla Hamilton	Search for papers on bidding and tendering and fairness in construction law for C. Kilby.	0.25	110.00	\$27.50
26/4/07	Geoffrey Walker	Call with P. Moran re tax issues for capital and LC.	1.00	700.00	\$700.00
26/4/07	Patrick Moran	Telephone call with G. Walker regarding Letter of Credit tax issue and review memorandum from G. Walker regarding same and prepare email to M. Bristoll and G. Walker.	0.75	475.00	\$356.25



**OGILVY  
RENAULT**

LIP / S.E.N.C.R.L., s.r.l.

NATURAL RESOURCE GAS LIMITED

01012724-0003

**RE: Ethanol Plant**

Date	Timekeeper	Description	Hours	Rate	Amount
26/4/07	Christine Kilby	Retrieved resources; conducted research; reported findings to P. Newell and P. Moran regarding owner obligations in context of tender packages.	2.50	160.00	\$400.00
<b>TOTAL FEES</b>					<b>\$20,116.25</b>

**DISBURSEMENTS - TAXABLE**

Long distance calls	6.06
Photocopies/photocopy card	16.00
Conference call	25.61
	<u>\$47.67</u>

**DISBURSEMENTS - NON TAXABLE**

Provincial Sales Tax	2.06
	<u>\$2.06</u>

**DISBURSEMENT DETAIL - TAXABLE**

Date	Timekeeper	Description	Amount
30/3/07	Michael Kotrly	Photocopies/photocopy card - LAW SOCIETY OF UPPER CANADA, THE	16.00
13/4/07	Patrick Moran	Conference call - ENUNCIATE CONFERENCING	0.32
13/4/07	Patrick Moran	Conference call - ENUNCIATE CONFERENCING	2.24
20/4/07	Patrick Moran	Conference call - ENUNCIATE CONFERENCING	1.32
23/4/07	Geoffrey Walker	Long distance calls 16139578953	0.63
23/4/07	Geoffrey Walker	Long distance calls 16139578953	2.52
24/4/07	Patrick Moran	Conference call - ENUNCIATE CONFERENCING	16.45
25/4/07	Patrick Moran	Long distance calls 15197735321	0.58



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**OGILVY  
RENAULT**

LLP / S.E.N.C.R.L., s.r.l

NATURAL RESOURCE GAS LIMITED

01012724-0003

**RE: Ethanol Plant**

Date	Timekeeper	Description	Amount
25/4/07	Valerie Helbrunner	Long distance calls 15196616715	1.75
25/4/07	Patrick Moran	Long distance calls 15197735321	0.58
27/4/07	Patrick Moran	Conference call - ENUNCIATE CONFERENCING	5.28
TOTAL			\$47.67

**DISBURSEMENT DETAIL - NON TAXABLE**

Date	Timekeeper	Description	Amount
13/4/07	Patrick Moran	Provincial Sales Tax - ENUNCIATE CONFERENCING	0.03
13/4/07	Patrick Moran	Provincial Sales Tax - ENUNCIATE CONFERENCING	0.18
20/4/07	Patrick Moran	Provincial Sales Tax - ENUNCIATE CONFERENCING	0.11
24/4/07	Patrick Moran	Provincial Sales Tax - ENUNCIATE CONFERENCING	1.32
27/4/07	Patrick Moran	Provincial Sales Tax - ENUNCIATE CONFERENCING	0.42
TOTAL			\$2.06



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# OGILVY RENAULT

LLP / S.E.N.C.R.L., s.r.l.

Client: NATURAL RESOURCE GAS LIMITED  
RE: Ethanol Plant  
Matter No.: 01012724-0003

June 11, 2007  
INVOICE: 719545

GST: R111340006

NATURAL RESOURCE GAS LIMITED  
101 Spruce Street East  
P.O. Box 307  
Aylmer, Ontario N5H 2S1

Attention: Mark Bristol  
Chairman

For professional services rendered and disbursements incurred  
for the period ending May 31, 2007

FEES	\$6,131.25
DISBURSEMENTS (Taxable)	0.00
DISBURSEMENTS (Non Taxable)	0.00
GST	367.88
<b>TOTAL FOR THIS INVOICE</b>	<b>\$6,499.13</b>

38000

306250 6499.13

POSTED  
640-540

Please return a copy with payment to our address below.

Bank Transfer  
Please remit by Bank Transfer to RBC Financial Group, Main Branch, Royal Bank Plaza, Toronto, Ontario, Canada  
Bank 003, Transit 00002, Acc. No. 106-030-0  
ABA # 021000021  
Swift Code # ROYCCAT2  
Including invoice number on transfer order.

Suite 3800  
Royal Bank Plaza, South Tower  
200 Bay Street  
P.O. Box 84

Telephone (416) 216-4000  
Fax (416) 216-3930  
ogilvyrenault.com

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**OGILVY  
RENAULT**

LLP / S.E.N.C.R.L., s.r.l.

NATURAL RESOURCE GAS LIMITED

01012724-0003

RE: Ethanol Plant

**BILLING SUMMARY**

	Hours	Rate	Amount
G. Walker	3.50	700.00	\$2,450.00
P. Moran	7.75	475.00	\$3,681.25
Total	11.25		\$6,131.25

**FEE DETAIL**

Date	Timekeeper	Description	Hours	Rate	Amount
24/4/07	Patrick Moran <i>PM</i>	Conference call with M. Bristoll, B. Israel and V. Helbronner regarding draft consent for assignment.	0.75	475.00	\$356.25
27/4/07	Patrick Moran	Reviewed IGPC assignment received from S. Stoll; weekly conference call; email to P. Pastirik regarding meeting on April 25, 2007; review memorandum regarding privilege clause for construction tender from C. Kilby.	0.75	475.00	\$356.25
4/5/07	Patrick Moran	Conference call with S. Stoll, H. Adams, A. Geden regarding project timing; telephone call with R. Aiken regarding IGPC timing and implications for 2008 rates case and new rate for IGPC.	1.00	475.00	\$475.00
7/5/07	Patrick Moran <i>PM</i>	Telephone call with S. Stoll; telephone call with M. Bristoll regarding pipeline construction timing issue; revise Bundled T agreement.	1.25	475.00	\$593.75
9/5/07	Geoffrey Walker	Internal discussion re equity/debt structure. Call from tax accountant.	0.50	700.00	\$350.00
22/5/07	Patrick Moran <i>PM</i>	Telephone call with R. Aiken; meeting with S. Stoll regarding Bundled T contract and timing issues; conference call with M. Bristoll and G. Walker.	1.75	475.00	\$831.25



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**OGILVY  
RENAULT**

LLP / S.E.N.C.R.L., s.r.l.

NATURAL RESOURCE GAS LIMITED

01012724-0003

RE: Ethanol Plant

Date	Timekeeper	Description	Hours	Rate	Amount
22/5/07	Geoffrey Walker	Telephone conference re capital structure. Reviewing CICA Handbook and place call to D. Pallett re preferred share treatment.	1.00	700.00	\$700.00
23/5/07	Geoffrey Walker	Telephone with D. Pallett re audit. Discuss same with P. Moran. Email comments to D. Pallett.	1.00	700.00	\$700.00
24/5/07	Geoffrey Walker	Prepare email re NRG equity structure.	1.00	700.00	\$700.00
25/5/07	Patrick Moran	Telephone call with A. Geden; conference call with IGPC, Aylmer and AECON; email confirming results of telephone call; email regarding change to 2008 for environmental permits.	1.25	475.00	\$593.75
28/5/07	Patrick Moran	Review revised consent to assignment from IGPC and revised bundled T agreement from S. Stoll.	1.00	475.00	\$475.00
TOTAL FEES					\$6,131.25



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# OGILVY RENAULT

LLP / S.E.N.C.R.L., s.r.l.

Client: NATURAL RESOURCE GAS LIMITED  
RE: Ethanol Plant  
Matter No.: 01012724-0003

July 13, 2007  
INVOICE: 728429

GST: R111340006

NATURAL RESOURCE GAS LIMITED  
101 Spruce Street East  
P.O. Box 307  
Aylmer, Ontario N5H 2S1

Attention: Mark Bristoll  
Chairman

For professional services rendered and disbursements incurred  
for the period ending June 30, 2007

FEES	\$44,370.00
DISBURSEMENTS (Taxable)	117.09
DISBURSEMENTS (Non Taxable)	4.65
GST	2,669.23
<b>TOTAL FOR THIS INVOICE</b>	<b>\$47,160.97</b>

IGPC

58000

306250 47160.97

MB.  
07/13/07

POSTED  
173-64  
8-1-07

Please return a copy with payment to our address below.

Bank Transfer  
Please remit by Bank Transfer to RBC Financial Group, Main Branch, Royal Bank Plaza, Toronto, Ontario, Canada  
Bank 003, Transit 00002, Acc. No. 106-030-0  
ABA # 021000021  
Swift Code # ROYCCAT2  
including invoice number on transfer order.

Suite 3800  
Royal Bank Plaza, South Tower  
200 Bay Street  
P.O. Box 84  
Toronto, Ontario M5J 2Z4  
Canada

Telephone (416) 216-4000  
Fax (416) 216-3930  
ogilvyrenault.com

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Payable upon receipt





LLP / S.E.N.C.R.L., s.r.l.

NATURAL RESOURCE GAS LIMITED

01012724-0003

RE: Ethanol Plant

# BILLING SUMMARY

	Hours	Rate	Amount
P. Moran	33.00	475.00	\$15,675.00
A. Welsh	5.00	625.00	\$3,125.00
R. King	17.50	500.00	\$8,750.00
K. Friedman	2.00	510.00	\$1,020.00
M. Forte	2.50	700.00	\$1,750.00
I.A. Ness	20.00	650.00	\$13,000.00
G. Walker	1.50	700.00	\$1,050.00
Total	81.50		\$44,370.00

# FEE DETAIL

Date	Timekeeper	Description	Hours	Rate	Amount
1/6/07	Patrick Moran	Telephone call with R. Aiken regarding bundled T agreement.	0.50	475.00	\$237.50
6/6/07	Patrick Moran	Review consent to assignment with M. Forte and A. Welsh.	1.00	475.00	\$475.00
6/6/07	Mario Forte	Review agreements and note comments and strategy.	1.75	700.00	\$1,225.00
6/6/07	Ian A. Ness	Review agreement.	0.50	650.00	\$325.00
7/6/07	Patrick Moran	Email to M. Nelligan regarding NRG's need to have continuing rights notwithstanding assignment of NRG agreements.	0.25	475.00	\$118.75
7/6/07	Ian A. Ness	Discussion with P. Moran. Review issues.	0.50	650.00	\$325.00
8/6/07	Richard J. King	Liaise and update with P. Moran.	0.25	500.00	\$125.00
8/6/07	Ian A. Ness	Discussion with P. Moran.	0.25	650.00	\$162.50
8/6/07	Patrick Moran	Email to M. Nelligan regarding letter of credit.	0.25	475.00	\$118.75
9/6/07	Andrew Welsh	Review and comment on SocGen Consent Agreement.	0.75	625.00	\$468.75
11/6/07	Ian A. Ness	Discussion with P. Moran.	0.25	650.00	\$162.50
12/6/07	Mario Forte	Discussion regarding consent issues.	0.25	700.00	\$175.00





LLP / S.E.N.C.R.L., s.r.l.

NATURAL RESOURCE GAS LIMITED

01012724-0003

RE: Ethanol Plant

Date	Timekeeper	Description	Hours	Rate	Amount
13/6/07	Ian A. Ness	Review agreement, comments from A. Welsh and other materials.	1.25	650.00	\$812.50
13/6/07	Richard J. King	Discussion with P. Moran regarding matters prior to financial close; discussion with G. Walker; further discussion with P. Moran.	1.50	500.00	\$750.00
13/6/07	Patrick Moran	Telephone call with R. Aiken regarding Bundled T agreement; telephone call with M. Nelligan regarding status of consent; email to L. Parsons.	0.75	475.00	\$356.25
13/6/07	Mario Forte	Dealing with parameters for change to consent, etc.	0.50	700.00	\$350.00
14/6/07	Ian A. Ness	Consolidate comments.	1.25	650.00	\$812.50
15/6/07	Patrick Moran	Finalize Bundled T agreement and forward same to M. Bristoll for execution.	1.00	475.00	\$475.00
17/6/07	Ian A. Ness	Provide comments.	0.50	650.00	\$325.00
18/6/07	Ian A. Ness	Review agreement.	1.25	650.00	\$812.50
19/6/07	Ian A. Ness	Communications; mark-up of agreement.	1.75	650.00	\$1,137.50
20/6/07	Ian A. Ness	Meeting with P. Moran and A. Welsh; revise agreement and provide mark-up.	2.00	650.00	\$1,300.00
20/6/07	Andrew Welsh	Review I. Ness mark-up of comment; meet I. Ness and P. Moran regarding same; review further I. Ness mark-up.	1.75	625.00	\$1,093.75
21/6/07	Ian A. Ness	Consult P. Moran.	0.25	650.00	\$162.50
22/6/07	Richard J. King	Call with M. Bristoll; get wire instructions; liaise with P. Moran.	0.75	500.00	\$375.00
22/6/07	Andrew Welsh	Office conference with P. Moran; emails regarding consent.	0.50	625.00	\$312.50





NATURAL RESOURCE GAS LIMITED

01012724-0003

RE: Ethanol Plant

Date	Timekeeper	Description	Hours	Rate	Amount
22/6/07	Patrick Moran	Telephone call with M. Nelligan regarding payment of aid-to-construct and signature pages for consent and bundled T agreement; telephone call and email to M. Bristoll regarding same; email exchange with L. Parsons; review revised consent from L. Parsons.	2.00	475.00	\$950.00
22/6/07	Ian A. Ness	Review and revise new draft agreement.	1.50	650.00	\$975.00
24/6/07	Ian A. Ness	Engaged regarding correspondence.	0.25	650.00	\$162.50
24/6/07	Andrew Welsh	Prepare for and participate in conference call with SocGen and MT regarding consent.	1.25	625.00	\$781.25
24/6/07	Patrick Moran	Conference call with A. Welsh, G. Baird and L. Parsons regarding draft consent.	1.00	475.00	\$475.00
25/6/07	Richard J. King	Liaise with P. Moran; liaise with client; get wire instructions.	0.50	500.00	\$250.00
25/6/07	Patrick Moran	Review draft consent received from L. Parsons.	0.50	475.00	\$237.50
25/6/07	Ian A. Ness	Communication regarding agreement.	0.75	650.00	\$487.50
26/6/07	Richard J. King	Email exchanges with P. Moran regarding deadline.	0.50	500.00	\$250.00
26/6/07	Geoffrey Walker	Telephone with P. Moran re LC payment tax issue. Update and finalize tax memo providing advice on Canadian tax treatment.	1.50	700.00	\$1,050.00
26/6/07	Andrew Welsh	Review I. Ness mark-up of redraft; meeting with I. Ness and P. Moran.	0.50	625.00	\$312.50
26/6/07	Ian A. Ness	Reviewing agreement; comments; conference call; providing further comments; office consultation; meeting to discuss.	3.75	650.00	\$2,437.50



**OGILVY  
RENAULT**

LLP / SENCRL, srl

NATURAL RESOURCE GAS LIMITED

01012724-0003

**RE: Ethanol Plant**

Date	Timekeeper	Description	Hours	Rate	Amount
26/6/07	Patrick Moran	Email exchanges with M. Bristoll; review consent with I. Ness and A. Welsh and forward same to M. Bristoll; prepare and forward markups of consent to L. Parsons; conference call with L. Parsons, G. Baird and I. Ness.	4.00	475.00	\$1,900.00
27/6/07	Andrew Welsh	Redraft; office conference with I. Ness.	0.25	625.00	\$156.25
27/6/07	Richard J. King	Liaise with P. Moran and K. Friedman.	0.50	500.00	\$250.00
27/6/07	Ian A. Ness	Dealing with agreement issues and comments; review; office consultation; conference with McCarthys.	3.50	650.00	\$2,275.00
27/6/07	Kelly Friedman	Telephone calls with Pat Moran [REDACTED]; telephone call with Pat Moran and client.	1.00	510.00	\$510.00
27/6/07	Patrick Moran	Email exchange with B. Israel regarding legal opinion for consent; email exchanges with I. Ness, M. Nelligan, M. Bristoll, R. King and L. Parsons; telephone calls with M. Bristoll regarding consent; telephone call with D. O'Leary (IGPC) regarding delay in signing consent; conference with K. Friedman and subsequent conference calls with M. Bristoll [REDACTED]	4.00	475.00	\$1,900.00



**OGILVY  
RENAULT**

LLP / S.E.N.C.R.L., s.r.l

NATURAL RESOURCE GAS LIMITED

01012724-0003

RE: Ethanol Plant

Date	Timekeeper	Description	Hours	Rate	Amount
28/6/07	Patrick Moran	Numerous conference calls with M. Bristoll and R. King; review application materials served by IGPC; telephone calls with L. Thacker regarding emergency application by IGPC to assist him in preparing to appear on behalf of NRG; emails to M. Bristoll [REDACTED]; telephone calls from D. O'Leary (IGPC) and telephone call from D. Woodward (Aylmer) to express concern about failure to execute consent; review letter from D. Woodward and forward same to M. Bristoll; telephone call from Board counsel regarding scheduling of emergency application by IGPC; review emergency procedural order and forward same to M. Bristoll.	6.00	475.00	\$2,850.00
28/6/07	Richard J. King	Liaise with M. Bristoll, K. Friedman and P. Moran regarding [REDACTED] [REDACTED]; liaison with L. Thacker; review motion materials from Aird & Berlis; numerous conversations with client, P. Moran and others regarding motion.	6.75	500.00	\$3,375.00
28/6/07	Kelly Friedman	Discussions with Richard King.	1.00	510.00	\$510.00
28/6/07	Ian A. Ness	Communication with P. Moran, R. King.	0.50	650.00	\$325.00



**OGILVY  
RENAULT**

LLP / S.E.N.C.R.L., s.r.l

NATURAL RESOURCE GAS LIMITED

01012724-0003

RE: Ethanol Plant

Date	Timekeeper	Description	Hours	Rate	Amount
29/6/07	Richard J. King	Listen to Ontario Energy Board motion; numerous conference calls with L. Thacker, M. Bristoll and P. Moran regarding progress of motion, compliance hearing, offers to settle, options for Board, [REDACTED] and other matters; obtain Notice of Appeal and Stay Motion precedents.	6.50	500.00	\$3,250.00
29/6/07	Patrick Moran	Numerous conference calls regarding execution of consent and monitoring emergency application brought by IGPC; [REDACTED]; advice to M. Bristoll and L. Thacker regarding settlement option.	10.00	475.00	\$4,750.00
30/6/07	Patrick Moran	Conference call with M. Bristoll and L. Thacker; conference call with R. King and R. Aiken regarding settlement option; telephone call with M. Bristoll regarding same.	1.75	475.00	\$831.25
30/6/07	Richard J. King	Continuing email exchanges with P. Moran, M. Bristoll and L. Thacker.	0.25	500.00	\$125.00
TOTAL FEES					\$44,370.00

**DISBURSEMENTS - TAXABLE**

Photocopies	17.00
Long distance calls	42.44
Conference call	57.65
	<u>\$117.09</u>



Filed: June 3, 2013

EB-2012-0406

EB-2013-0081

Exhibit D

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**OGILVY  
RENAULT**

LLP / S.E.N.C.R.L., s.r.l.

NATURAL RESOURCE GAS LIMITED

01012724-0003

RE: Ethanol Plant

**DISBURSEMENTS - NON TAXABLE**

Provincial Sales Tax	4.65
	<u>\$4.65</u>

**DISBURSEMENT DETAIL - TAXABLE**

Date	Timekeeper	Description	Amount
5/5/07	Patrick Moran	Conference call - ENUNCIATE CONFERENCING	19.60
11/5/07	Patrick Moran	Conference call - ENUNCIATE CONFERENCING	0.22
22/5/07	Patrick Moran	Conference call - ENUNCIATE CONFERENCING	14.83
25/5/07	Patrick Moran	Conference call - ENUNCIATE CONFERENCING	23.00
1/6/07	Patrick Moran	Long distance calls 15193518624	13.53
6/6/07	Sandra Vanderbrug	Photocopies	8.50
6/6/07	Sandra Vanderbrug	Photocopies	8.50
13/6/07	Patrick Moran	Long distance calls 15193518624	28.91
TOTAL			<u>\$117.09</u>

**DISBURSEMENT DETAIL - NON TAXABLE**

Date	Timekeeper	Description	Amount
5/5/07	Patrick Moran	Provincial Sales Tax - ENUNCIATE CONFERENCING	1.60
11/5/07	Patrick Moran	Provincial Sales Tax - ENUNCIATE CONFERENCING	0.02
22/5/07	Patrick Moran	Provincial Sales Tax - ENUNCIATE CONFERENCING	1.19
25/5/07	Patrick Moran	Provincial Sales Tax - ENUNCIATE CONFERENCING	1.84
TOTAL			<u>\$4.65</u>



Filed: June 3, 2013  
EB-2012-0406  
EB-2013-0081  
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# OGILVY RENAULT

LLP / S.E.N.C.R.L., s.r.l.

Client: NATURAL RESOURCE GAS LIMITED  
RE: Ethanol Plant  
Matter No.: 01012724-0003

August 21, 2007  
INVOICE: 737740

GST: R111340006

NATURAL RESOURCE GAS LIMITED  
101 Spruce Street East  
P.O. Box 307  
Aylmer, Ontario N5H 2S1

Attention: Mark Bristoll  
Chairman

For professional services rendered and disbursements incurred  
for the period ending July 31, 2007

FEES	\$13,850.00
DISBURSEMENTS (Taxable)	117.44
DISBURSEMENTS (Non Taxable)	9.40
GST	838.05
<b>TOTAL FOR THIS INVOICE</b>	<b>\$14,814.89</b>

# COPY

Please return a copy with payment to our address below.

Bank Transfer  
Please remit by Bank Transfer to RBC Financial Group, Main Branch, Royal Bank Plaza, Toronto, Ontario, Canada  
Bank 003, Transit 00002, Acc. No. 106-030-0  
ABA # 021000021  
Swift Code # ROYCCAT2  
including invoice number on transfer order.

Payable upon receipt

Suite 3800  
Royal Bank Plaza, South Tower  
200 Bay Street  
P.O. Box 84  
Toronto, Ontario M5J 2Z4  
Canada

Telephone (416) 216-4000  
Fax (416) 216-3930  
ogilvyrenault.com



**OGILVY  
RENAULT**

LLP / SENCRL, s.r.l

NATURAL RESOURCE GAS LIMITED

01012724-0003

RE: Ethanol Plant

**BILLING SUMMARY**

	Hours	Rate	Amount
R. King	17.25	500.00	\$8,625.00
P. Moran	11.00	475.00	\$5,225.00
Total	28.25		\$13,850.00

**FEE DETAIL**

Date	Timekeeper	Description	Hours	Rate	Amount
2/7/07	Patrick Moran	Review transcript from the Ontario Energy Board regarding penalty; finalize draft notice of appeal for L. Thacker.	1.50	475.00	\$712.50
3/7/07	Patrick Moran	Telephone call with L. Thacker and telephone call with M. Bristoll regarding status of consent issue.	0.50	475.00	\$237.50
3/7/07	Richard J. King	Legal research regarding IGPC bypass; liaise with client and L. Thacker; get Union contact information; review letter; note to client on bypass and options for client.	4.00	500.00	\$2,000.00
4/7/07	Patrick Moran	Conferences with R. King and L. Thacker regarding options for NRG; review franchise agreement and applicable legislation, email to R. King.	2.00	475.00	\$950.00
4/7/07	Richard J. King	Numerous emails with client on regulatory issues - bypass, requirement for written order, rate implications of proposals; liaise with P. Moran and L. Thacker on numerous issues; get franchise agreements and forward same.	3.75	500.00	\$1,875.00

INVOICE: 737740



**OGILVY  
RENAULT**

LLP / S.E.N.C.R.L., s.r.l.

NATURAL RESOURCE GAS LIMITED

01012724-0003

RE: Ethanol Plant

Date	Timekeeper	Description	Hours	Rate	Amount
5/7/07	Richard J. King	Conference calls with M. Bristoll, P. Moran and L. Thacker regarding settlement, Scenario 2, and letter from IGPC; review materials from other side; review provisions of OEB Act regarding transfer of leave to construct; discussion with R. Aiken.	3.00	500.00	\$1,500.00
5/7/07	Patrick Moran	Telephone calls with L. Thacker; email exchanges with L. Thacker regarding settlement; conference call with L. Thacker and M. Bristoll regarding requirement for lender consent.	2.00	475.00	\$950.00
6/7/07	Patrick Moran	Telephone calls with R. King and L. Thacker; review correspondence from D. O'Leary and provide advice on reply correspondence.	1.00	475.00	\$475.00
6/7/07	Richard J. King	Numerous calls with L. Thacker, M. Bristoll and P. Moran regarding settlement and Scenario 2 offer; review correspondence; voicemails from client.	2.50	500.00	\$1,250.00
11/7/07	Richard J. King	Discussion with M. Bristoll.	0.25	500.00	\$125.00
17/7/07	Richard J. King	Review emails; call from M. Bristoll; review Aird letter.	0.50	500.00	\$250.00
17/7/07	Patrick Moran	Telephone call with S. Stoll regarding next steps; telephone call with L. Thacker regarding gas delivery contract; email to M. Bristoll regarding IGPC obligations.	1.50	475.00	\$712.50
18/7/07	Richard J. King	Call from M. Bristoll; review email regarding aid-to-construct; review Pipeline Cost and Recovery Agreement; liaise with P. Moran; review draft letter.	2.50	500.00	\$1,250.00

INVOICE: 737740





LLP / SENCRL, s.r.l

NATURAL RESOURCE GAS LIMITED

01012724-0003

**RE: Ethanol Plant**

Date	Timekeeper	Description	Hours	Rate	Amount
18/7/07	Patrick Moran	Emails to M. Bristoll regarding "take on pay" question; email to L. Thacker regarding questions about NRG agreement; email to L. Thacker regarding draft letter to IGPC regarding requirement by IGPC to produce aid to construct and letter of credit.	1.00	475.00	\$475.00
19/7/07	Patrick Moran	Telephone call with S. Stoll regarding IGPC letter regarding timing of pipeline and voicemail to L. Thacker.	0.50	475.00	\$237.50
20/7/07	Patrick Moran	Review draft letter to IGPC from L. Thacker and email to L. Thacker regarding same.	0.25	475.00	\$118.75
20/7/07	Richard J. King	Review draft letter from L. Thacker with P. Moran.	0.50	500.00	\$250.00
23/7/07	Patrick Moran	Review letter from IGPC regarding letter of credit; telephone call with L. Thacker regarding same and follow-up emails.	0.75	475.00	\$356.25
23/7/07	Richard J. King	Telephone call with P. Moran.	0.25	500.00	\$125.00
<b>TOTAL FEES</b>					<b>\$13,850.00</b>

**DISBURSEMENTS - TAXABLE**

Conference call	117.44
	<b>\$117.44</b>

INVOICE: 737740





U/P / S.E.N.C.R.L. s.r.l

NATURAL RESOURCE GAS LIMITED

01012724-0003

RE: Ethanol Plant

**DISBURSEMENTS - NON TAXABLE**

Provincial Sales Tax	9.40
	<u>\$9.40</u>

**DISBURSEMENT DETAIL - TAXABLE**

Date	Timekeeper	Description	Amount
13/6/07	Richard J. King	Conference call - ENUNCIATE CONFERENCING	38.49
29/6/07	Patrick Moran	Conference call - ENUNCIATE CONFERENCING	34.47
29/6/07	Patrick Moran	Conference call - ENUNCIATE CONFERENCING	15.72
29/6/07	Patrick Moran	Conference call - ENUNCIATE CONFERENCING	0.16
29/6/07	Patrick Moran	Conference call - ENUNCIATE CONFERENCING	15.96
30/6/07	Patrick Moran	Conference call - ENUNCIATE CONFERENCING	10.56
30/6/07	Patrick Moran	Conference call - ENUNCIATE CONFERENCING	2.08
TOTAL			<u>\$117.44</u>

**DISBURSEMENT DETAIL - NON TAXABLE**

Date	Timekeeper	Description	Amount
13/6/07	Richard J. King	Provincial Sales Tax - ENUNCIATE CONFERENCING	3.08
29/6/07	Patrick Moran	Provincial Sales Tax - ENUNCIATE CONFERENCING	2.76
29/6/07	Patrick Moran	Provincial Sales Tax - ENUNCIATE CONFERENCING	1.26
29/6/07	Patrick Moran	Provincial Sales Tax - ENUNCIATE CONFERENCING	0.01
29/6/07	Patrick Moran	Provincial Sales Tax - ENUNCIATE CONFERENCING	1.28
30/6/07	Patrick Moran	Provincial Sales Tax - ENUNCIATE CONFERENCING	0.84
30/6/07	Patrick Moran	Provincial Sales Tax - ENUNCIATE CONFERENCING	0.17
TOTAL			<u>\$9.40</u>

INVOICE: 737740



Filed: June 3, 2013

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# OGILVY RENAULT

LLP / S.E.N.C.R.L., s.r.l.

Client: NATURAL RESOURCE GAS LIMITED  
RE: Ethanol Plant  
Matter No.: 01012724-0003

September 12, 2007  
INVOICE: 741945

GST: R111340006

NATURAL RESOURCE GAS LIMITED  
101 Spruce Street East  
P.O. Box 307  
Aylmer, Ontario N5H 2S1

Attention: Mark Bristoll  
Chairman

For professional services rendered and disbursements incurred  
for the period ending August 31, 2007

FEES	\$831.25
DISBURSEMENTS (Taxable)	0.00
DISBURSEMENTS (Non Taxable)	0.00
GST	49.88
<b>TOTAL FOR THIS INVOICE</b>	<b>\$881.13</b>

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**POSTED**  
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Please return a copy with payment to our address below.

Bank Transfer  
Please remit by Bank Transfer to RBC Financial Group, Main Branch, Royal Bank Plaza, Toronto, Ontario, Canada  
Bank 003, Transit 00002, Acc. No. 106-030-0  
ABA # 021000021  
Swift Code # ROYCCAT2  
including invoice number on transfer order.

Payable upon receipt

Suite 3800  
Royal Bank Plaza, South Tower  
200 Bay Street  
P.O. Box B4  
Toronto, Ontario M5J 2Z4  
Canada

Telephone (416) 216-4000  
Fax (416) 216-3930  
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**OGILVY  
RENAULT**

LLP / S.E.N.C.R.L., s.r.l

NATURAL RESOURCE GAS LIMITED

01012724-0003

**RE: Ethanol Plant**

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**BILLING SUMMARY**

	Hours	Rate	Amount
P. Moran	1.75	475.00	\$831.25
Total	1.75		\$831.25

**FEE DETAIL**

Date	Timekeeper	Description	Hours	Rate	Amount
8/8/07	Patrick Moran	Review draft Factum and phone call with L. Thacker regarding same.	1.00	475.00	\$475.00
30/8/07	Patrick Moran	Telephone call with M. Bristoll regarding loan question and follow-up email.	0.75	475.00	\$356.25
<b>TOTAL FEES</b>					<b>\$831.25</b>



Filed: June 3, 2013

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EB-2013-0081

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# OGILVY RENAULT

LLP / S.E.N.C.R.L., s.r.l.

Client: NATURAL RESOURCE GAS LIMITED  
RE: Ethanol Plant  
Matter No.: 01012724-0003

October 11, 2007  
INVOICE: 748630

GST: R111340006

NATURAL RESOURCE GAS LIMITED  
101 Spruce Street East  
P.O. Box 307  
Aylmer, Ontario N5H 2S1

Attention: Mark Bristol  
Chairman

For professional services rendered and disbursements incurred  
for the period ending September 30, 2007

FEES	\$8,806.25
DISBURSEMENTS (Taxable)	0.61
DISBURSEMENTS (Non Taxable)	0.00
GST	528.41
TOTAL FOR THIS INVOICE	\$9,335.27

POSTED  
PC 976-31D

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Do not  
Invoice.

Please return a copy with payment to our address below.

Bank Transfer  
Please remit by Bank Transfer to RBC Financial Group, Main Branch, Royal Bank Plaza, Toronto, Ontario, Canada  
Bank 003, Transit 00002, Acc. No. 106-030-0  
ABA # 021000021  
Swift Code # ROYCCAT2  
including invoice number on transfer order.

Payable upon receipt

Suite 3800  
Royal Bank Plaza, South Tower  
200 Bay Street  
P.O. Box 84  
Toronto, Ontario M5J 2Z4  
Canada

Telephone (416) 216-4000  
Fax (416) 216-3930  
ogilvyrenault.com

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**OGILVY  
RENAULT**

LLP / S.E.N.C.R.L., s.r.l.

NATURAL RESOURCE GAS LIMITED

01012724-0003

RE: Ethanol Plant**BILLING SUMMARY**

	Hours	Rate	Amount
R. King	10.25	500.00	\$5,125.00
P. Moran	7.75	475.00	\$3,681.25
Total	18.00		\$8,806.25

**FEE DETAIL**

Date	Timekeeper	Description	Hours	Rate	Amount
4/9/07	Patrick Moran	Telephone call with R. Aiken regarding potential regulatory treatment of loan of monies [REDACTED]	0.75	475.00	\$356.25
5/9/07	Richard J. King	Discussions with P. Moran and R. Aiken regarding loan opinion; liaise with client.	1.00	500.00	\$500.00
6/9/07	Patrick Moran	Draft memorandum regarding equity injection proposal; review same with R. Aiken.	2.50	475.00	\$1,187.50
6/9/07	Richard J. King	Review draft memorandum on loan; liaise with R. Aiken and P. Moran; liaise with client; revise and send same.	3.00	500.00	\$1,500.00
7/9/07	Richard J. King	Liaise with M. Bristoll.	0.25	500.00	\$125.00
7/9/07	Patrick Moran	Telephone calls with R. King and M. Bristoll regarding draft memorandum.	1.00	475.00	\$475.00
11/9/07	Patrick Moran	Telephone call with R. Aiken regarding [REDACTED]	0.50	475.00	\$237.50
12/9/07	Patrick Moran	Review 2007 rates case regarding capital structure issue and telephone call with R. Aiken.	2.00	475.00	\$950.00
14/9/07	Richard J. King	Discussion with P. Moran regarding loan opinion; discussion with client.	0.75	500.00	\$375.00
25/9/07	Richard J. King	Work on memorandum related to financing of pipeline.	1.25	500.00	\$625.00



Filed: June 3, 2013

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EB-2013-0081

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**OGILVY  
RENAULT**

LLP / S.E.N.C.R.L., s.r.l

NATURAL RESOURCE GAS LIMITED

01012724-0003

**RE: Ethanol Plant**

Date	Timekeeper	Description	Hours	Rate	Amount
26/9/07	Patrick Moran	Finalize draft memorandum regarding loan issue and review with R. Aiken.	1.00	475.00	\$475.00
26/9/07	Richard J. King	Provide written memorandum to M. Bristoll regarding financing of pipeline; discussions with P. Moran and R. Aiken.	4.00	500.00	\$2,000.00
<b>TOTAL FEES</b>					<b>\$8,806.25</b>

**DISBURSEMENTS - TAXABLE**

Long distance calls	0.61
	<b>\$0.61</b>

**DISBURSEMENT DETAIL - TAXABLE**

Date	Timekeeper	Description	Amount
13/9/07	Patrick Moran	Long distance calls 15193518624	0.61
<b>TOTAL</b>			<b>\$0.61</b>



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# OGILVY RENAULT

LLP / S.E.N.C.R.L., s.r.l.

Client: NATURAL RESOURCE GAS LIMITED  
RE: Ethanol Plant  
Matter No.: 01012724-0003

November 9, 2007  
INVOICE: 756818

GST: R111340006

NATURAL RESOURCE GAS LIMITED  
101 Spruce Street East  
P.O. Box 307  
Aylmer, Ontario N5H 2S1

Attention: Mark Bristoll  
Chairman

For professional services rendered and disbursements incurred  
for the period ending October 31, 2007

FEEs	\$375.00
DISBURSEMENTS (Taxable)	2.92
DISBURSEMENTS (Non Taxable)	0.00
GST	22.68
<b>TOTAL FOR THIS INVOICE</b>	<b>\$400.60</b>

POSTED  
833-24

58000

940000 - 377.92  
118900 - 22.68

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rk.

J/E. 117500 - 377.92  
94000 377.92

01/16/08

Please return a copy with payment to our address below.

Bank Transfer  
Please remit by Bank Transfer to RBC Financial Group, Main Branch, Royal Bank Plaza, Toronto, Ontario, Canada  
Bank 003, Transit 00002, Acc. No. 106-030-0  
ABA # 021000021  
Swift Code # ROYCCAT2  
including invoice number on transfer order.

Payable upon receipt

Suite 3800  
Royal Bank Plaza, South Tower  
200 Bay Street  
P.O. Box 84  
Toronto, Ontario M5J 2Z4  
Canada

Telephone (416) 216-4000  
Fax (416) 216-3930

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**OGILVY  
RENAULT**

LLP / S.E.N.C.R.L., s.r.l

NATURAL RESOURCE GAS LIMITED

01012724-0003

**RE: Ethanol Plant**

**BILLING SUMMARY**

	Hours	Rate	Amount
R. King	0.75	500.00	\$375.00
Total	0.75		\$375.00

**FEE DETAIL**

Date	Timekeeper	Description	Hours	Rate	Amount
3/10/07	Richard J. King	Follow-up email to M. Bristoll regarding pipeline cost recovery agreement and loan for pipeline.	0.75	500.00	\$375.00
<b>TOTAL FEES</b>					<b>\$375.00</b>

**DISBURSEMENTS - TAXABLE**

Long distance calls	2.92
	<b>\$2.92</b>

**DISBURSEMENT DETAIL - TAXABLE**

Date	Timekeeper	Description	Amount
16/10/07	Andrew A. Taylor	Long distance calls 15197735321	2.92
<b>TOTAL</b>			<b>\$2.92</b>



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# OGILVY RENAULT

LLP / S.E.N.C.R.L., s.r.l.

Client: NATURAL RESOURCE GAS LIMITED  
RE: Ethanol Plant  
Matter No.: 01012724-0003

December 7, 2007  
INVOICE: 765103

GST: R111340006

NATURAL RESOURCE GAS LIMITED  
101 Spruce Street East  
P.O. Box 307  
Aylmer, Ontario N5H 2S1

Attention: Mark Bristol  
Chairman

For professional services rendered and disbursements incurred  
for the period ending November 30, 2007

FEES	\$375.00
DISBURSEMENTS (Taxable)	0.00
DISBURSEMENTS (Non Taxable)	0.00
GST	22.50
<b>TOTAL FOR THIS INVOICE</b>	<b>\$397.50</b>

POSTED  
888-16

58000  
117500 - 375.00  
118900 - 22.50

IGK  
VR  
01/21/08

Please return a copy with payment to our address below.

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**OGILVY  
RENAULT**

LLP / S.E.N.C.R.L., s.r.l.

NATURAL RESOURCE GAS LIMITED

01012724-0003

**RE: Ethanol Plant**

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**BILLING SUMMARY**

	Hours	Rate	Amount
R. King	0.75	500.00	\$375.00
Total	0.75		\$375.00

**FEE DETAIL**

Date	Timekeeper	Description	Hours	Rate	Amount
9/11/07	Richard J. King	Discussion with L. Thacker regarding pipeline order.	0.25	500.00	\$125.00
19/11/07	Richard J. King	Follow-up with P. Moran and client on extension of time for leave to construct.	0.50	500.00	\$250.00
<b>TOTAL FEES</b>					<b>\$375.00</b>



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# OGILVY RENAULT

LLP / S.E.N.C.R.L., s.r.l.

Client: NATURAL RESOURCE GAS LIMITED  
RE: Ethanol Plant  
Matter No.: 01012724-0003

January 21, 2008  
INVOICE: 775418

GST: R111340006

NATURAL RESOURCE GAS LIMITED  
P.O. Box 307  
39 Beech Street East  
Aylmer, Ontario N5H 2S1

Attention: Mark Bristoll  
Chairman

For professional services rendered and disbursements incurred  
for the period ending December 31, 2007

FEES	\$1,975.00
DISBURSEMENTS (Taxable)	1.50
DISBURSEMENTS (Non Taxable)	0.00
GST	98.83
<b>TOTAL FOR THIS INVOICE</b>	<b>\$2,075.33</b>

POSTED  
PC 905-1

58000  
117500  
~~940000~~ - 1976.50  
118900 - 98.83

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LLP / S.E.N.C.R.L., s.r.l.

NATURAL RESOURCE GAS LIMITED

01012724-0003

RE: Ethanol Plant

**BILLING SUMMARY**

	Hours	Rate	Amount
R. King	3.00	500.00	\$1,500.00
P. Moran	1.00	475.00	\$475.00
Total	4.00		\$1,975.00

**FEE DETAIL**

Date	Timekeeper	Description	Hours	Rate	Amount
4/12/07	Richard J. King	Review correspondence from S. Peters regarding ethanol plant; discussion with client.	1.00	500.00	\$500.00
6/12/07	Richard J. King	Discussion with P. Moran regarding leave to construct extension; discussion with L. Thacker to get update.	0.50	500.00	\$250.00
11/12/07	Patrick Moran	Draft letter to the Ontario Energy Board to request extension of expiry date for leave to construct and forward same to G. Alkalay.	0.25	475.00	\$118.75
18/12/07	Patrick Moran	Telephone call with L. Thacker and telephone call with D. O'Leary regarding leave to construct expiry date.	0.50	475.00	\$237.50
18/12/07	Richard J. King	Discussion with L. Thacker; discussion with P. Moran.	0.50	500.00	\$250.00
19/12/07	Patrick Moran	Review IGPC comments on NRG request for extension of expiry date; finalize request letter.	0.25	475.00	\$118.75
31/12/07	Richard J. King	Review Ontario Energy Board extension letter; discuss with client; review Union Gas letter regarding M9 contract.	1.00	500.00	\$500.00

**TOTAL FEES**

**\$1,975.00**

*Handwritten signature/initials*  
02/12/08



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NATURAL RESOURCE GAS LIMITED

01012724-0003

RE: Ethanol Plant

**DISBURSEMENTS - TAXABLE**

Copies	1.50
	<u>\$1.50</u>

**DISBURSEMENT DETAIL - TAXABLE**

Date	Timekeeper	Description	Amount
21/12/07	Frances Nedinis	Copies	0.50
21/12/07	Frances Nedinis	Copies	0.50
21/12/07	Frances Nedinis	Copies	0.50
TOTAL			<u>\$1.50</u>



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# OGILVY RENAULT

LLP / S.E.N.C.R.L., s.r.l.

Client: NATURAL RESOURCE GAS LIMITED  
RE: Ethanol Plant  
Matter No.: 01012724-0003

February 13, 2008  
INVOICE: 782617

GST: R111340006

NATURAL RESOURCE GAS LIMITED  
P.O. Box 307  
39 Beech Street East  
Aylmer, Ontario N5H 2S1

Attention: Mark Bristoll  
Chairman

For professional services rendered and disbursements incurred  
for the period ending January 31, 2008

FEES	\$2,875.00
DISBURSEMENTS (Taxable)	0.00
DISBURSEMENTS (Non Taxable)	0.00
GST	143.75
<b>TOTAL FOR THIS INVOICE</b>	<b>\$3,018.75</b>

POSTED  
943-4

58000  
117500 - 2875.00  
118900 - 143.75

176.  
03/13/08  
117500.

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**OGILVY  
RENAULT**

LLP / S.E.N.C.R.L., s.r.l

NATURAL RESOURCE GAS LIMITED

01012724-0003

RE: Ethanol Plant

**BILLING SUMMARY**

	Hours	Rate	Amount
R. King	5.00	550.00	\$2,750.00
P. Conlin	0.25	500.00	\$125.00
Total	5.25		\$2,875.00

**FEE DETAIL**

Date	Timekeeper	Description	Hours	Rate	Amount
3/1/08	Richard J. King	Liaise with client regarding Union's letter regarding capital contribution; liaise with client regarding service of Ontario Energy Board order.	1.25	550.00	\$687.50
7/1/08	Richard J. King	Review rate spreadsheet by M. Bristoll.	0.50	550.00	\$275.00
8/1/08	Richard J. King	Call with P. Moran and M. Bristoll regarding Rate 3 for IGPC; prepare for same.	1.25	550.00	\$687.50
10/1/08	Paul D. Conlin	Consideration of AIT coverage and conference with R. King.	0.25	500.00	\$125.00
10/1/08	Richard J. King	Liaise with H. Pensa regarding Agreement on Internal Trade and tender documents.	0.75	550.00	\$412.50
15/1/08	Richard J. King	Email to C. Hindley regarding service of new Order.	0.25	550.00	\$137.50
23/1/08	Richard J. King	Review proposed amendments to Pipeline Cost Recovery Agreement proposed by IGPC and IGPC's proposed response.	1.00	550.00	\$550.00

**TOTAL FEES**

**\$2,875.00**

*vf.*  
*03/13/08*  
*Acct #*  
*47500*



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# OGILVY RENAULT

LLP / S.E.N.C.R.L., s.r.l.

Client: NATURAL RESOURCE GAS LIMITED  
RE: Ethanol Plant  
Matter No.: 01012724-0003

March 12, 2008  
INVOICE: 790238

GST: R111340006

NATURAL RESOURCE GAS LIMITED  
P.O. Box 307  
39 Beech Street East  
Aylmer, Ontario N5H 2S1

Attention: Mark Bristoll  
Chairman

For professional services rendered and disbursements incurred  
for the period ending February 29, 2008

FEES	\$9,625.00
DISBURSEMENTS (Taxable)	3.69
DISBURSEMENTS (Non Taxable)	0.00
GST	481.43
<b>TOTAL FOR THIS INVOICE</b>	<b>\$10,110.12</b>

POSTED  
954-1

58000  
117500 - 9628.69  
118900 - 481.43

17  
IDR  
03/01/08

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**OGILVY  
RENAULT**

LLP / S.E.N.C.R.L., s.r.l.

NATURAL RESOURCE GAS LIMITED

01012724-0003

RE: Ethanol Plant

**BILLING SUMMARY**

	Hours	Rate	Amount
R. King	17.50	550.00	\$9,625.00
Total	17.50		\$9,625.00

**FEE DETAIL**

Date	Timekeeper	Description	Hours	Rate	Amount
1/2/08	Richard J. King	Legal research regarding [REDACTED] [REDACTED]; telephone conference call with L. Thacker; email to same.	2.00	550.00	\$1,100.00
12/2/08	Richard J. King	Conversation with L. Thacker on various matters; email to same.	0.75	550.00	\$412.50
13/2/08	Richard J. King	Discuss M9 contract with L. Thacker and M. Bristoll.	0.75	550.00	\$412.50
15/2/08	Richard J. King	Discussion with L. Thacker regarding Notice of Motion and Pipeline Cost Recovery Agreement.	0.50	550.00	\$275.00
20/2/08	Richard J. King	Conference call with L. Thacker and M. Bristoll regarding Notice of Motion of IGPC; legal research [REDACTED] [REDACTED] Rules of Procedure; call from Ontario Energy Board.	1.75	550.00	\$962.50
21/2/08	Richard J. King	Send M. Bristoll excerpts [REDACTED] [REDACTED] reply to N. Mikhail.	0.50	550.00	\$275.00
22/2/08	Richard J. King	Liaise with L. Thacker; brief review of same motion materials and Notice.	1.50	550.00	\$825.00
25/2/08	Richard J. King	Review materials forwarded by L. Thacker; prepare memorandum to L. Thacker on letter of credit issue; review reply; discussions with L. Thacker.	3.75	550.00	\$2,062.50



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**OGILVY  
RENAULT**

LIP / S.E.N.C.R.L., s.r.l.

NATURAL RESOURCE GAS LIMITED

01012724-0003

**RE: Ethanol Plant**

Date	Timekeeper	Description	Hours	Rate	Amount
26/2/08	Richard J. King	Review procedural rules; email note to L. Thacker; liaise with L. Thacker; liaise with M. Bristoll.	2.00	550.00	\$1,100.00
27/2/08	Richard J. King	Liaise with L. Thacker and M. Bristoll (many times); consider approaches; review materials of IGPC.	3.00	550.00	\$1,650.00
28/2/08	Richard J. King	Liaise with R. Aiken regarding aid-to-construct; liaise with M. Bristoll and L. Thacker.	1.00	550.00	\$550.00
<b>TOTAL FEES</b>					<b>\$9,625.00</b>

**DISBURSEMENTS - TAXABLE**

Long distance calls	3.69
	<b>\$3.69</b>

**DISBURSEMENT DETAIL - TAXABLE**

Date	Timekeeper	Description	Amount
28/2/08	Richard J. King	Long distance calls 15193518624	3.69
<b>TOTAL</b>			<b>\$3.69</b>



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# OGILVY RENAULT

LLP / S.E.N.C.R.L., s.r.l.

Client: NATURAL RESOURCE GAS LIMITED  
RE: Ethanol Plant  
Matter No.: 01012724-0003

April 14, 2008  
INVOICE: 798316

GST: R111340006

NATURAL RESOURCE GAS LIMITED  
P.O. Box 307  
39 Beech Street East  
Aylmer, Ontario N5H 2S1

Attention: Mark Bristoll  
Chairman

For professional services rendered and disbursements incurred  
for the period ending March 31, 2008

FEES	\$2,187.50
DISBURSEMENTS (Taxable)	0.00
DISBURSEMENTS (Non Taxable)	0.00
GST	109.38
<b>TOTAL FOR THIS INVOICE</b>	<b>\$2,296.88</b>

58000  
117500 - 2187.50  
118900 - 109.38

POSTED  
10563

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**OGILVY  
RENAULT**

LLP / S.E.N.C.R.L., s.r.l.

NATURAL RESOURCE GAS LIMITED

01012724-0003

**RE: Ethanol Plant**

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**BILLING SUMMARY**

	Hours	Rate	Amount
R. King	2.50	550.00	\$1,375.00
A. Welsh	1.25	650.00	\$812.50
Total	3.75		\$2,187.50

**FEE DETAIL**

Date	Timekeeper	Description	Hours	Rate	Amount
4/3/03	Richard J. King	Review Decision and Order; review newspaper article; liaison with client and L. Thacker.	1.00	550.00	\$550.00
7/3/03	Andrew Welsh	Reviewing letter of Credit; telephone call to L. Thacker; detailed e-mail regarding letter of Credit.	1.25	650.00	\$812.50
7/3/03	Richard J. King	Liaison (numerous times) with client, L. Thacker and A. Welsh regarding letter of credit and various forms of financing.	1.50	550.00	\$825.00
<b>TOTAL FEES</b>					<b>\$2,187.50</b>



Filed: June 3, 2013  
EB-2012-0406  
EB-2013-0081  
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# OGILVY RENAULT

LIP / S.E.N.C.R.L., s.r.l

MAY 28 2008

Client: NATURAL RESOURCE GAS LIMITED  
RE: Ethanol Plant  
Matter No.: 01012724-0003

May 12, 2008  
INVOICE: 805822

GST: R111340006

NATURAL RESOURCE GAS LIMITED  
P.O. Box 307  
39 Beech Street East  
Aylmer, Ontario N5H 2S1

Attention: Mark Bristoll  
Chairman

For professional services rendered and disbursements incurred  
for the period ending April 30, 2008

FEES	\$4,600.00
DISBURSEMENTS (Taxable)	0.00
DISBURSEMENTS (Non Taxable)	0.00
GST	230.00
<b>TOTAL FOR THIS INVOICE</b>	<b>\$4,830.00</b>

58000  
117500 - 4600.00  
118900 - 230.00

POSTED  
1076-5

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LLP / S.E.N.C.R.L., s.r.l.

NATURAL RESOURCE GAS LIMITED

01012724-0003

RE: Ethanol Plant

**BILLING SUMMARY**

	Hours	Rate	Amount
R. King	8.00	575.00	\$4,600.00
Total	8.00		\$4,600.00

**FEE DETAIL**

Date	Timekeeper	Description	Hours	Rate	Amount
15/4/08	Richard J. King	Review Union's Bundled-T contract; review Union's M9 contract; liaise with M. Bristoll.	1.50	575.00	\$862.50
16/4/08	Richard J. King	Liaise with Lenczner Slaght; review Union Gas contracts (M9 and Bundled-T); liaise with and provide advice to M. Bristoll.	1.50	575.00	\$862.50
17/4/08	Richard J. King	Send M. Bristoll information request responses in Erie Thames rate case.	0.25	575.00	\$143.75
18/4/08	Richard J. King	Liaise with M. Bristoll; re-send July 1st amendment language to M9 contract.	0.50	575.00	\$287.50
21/4/08	Richard J. King	Liaise with rates consultant on new IGPC rate; review M9 contract and bundled-T contract with Union; provide comments to M. Bristoll.	4.25	575.00	\$2,443.75
TOTAL FEES					\$4,600.00



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# OGILVY RENAULT

LLP / S.E.N.C.R.L., s.r.l

Client: NATURAL RESOURCE GAS LIMITED  
RE: Ethanol Plant  
Matter No.: 01012724-0003

June 20, 2008  
INVOICE: 816373

GST: R111340006

NATURAL RESOURCE GAS LIMITED  
P.O. Box 307  
39 Beech Street East  
Aylmer, Ontario N5H 2S1

JUN 30 2008

Attention: Mark Bristoll  
Chairman

For professional services rendered and disbursements incurred  
for the period ending May 31, 2008

FEES	\$718.75
DISBURSEMENTS (Taxable)	0.00
DISBURSEMENTS (Non Taxable)	0.00
GST	35.94
<b>TOTAL FOR THIS INVOICE</b>	<b>\$754.69</b>

58000  
117500 - 718.75  
118900 - 35.94

POSTED  
1100-26

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**OGILVY  
RENAULT**

LLP / S.E.N.C.R.L., s.r.l.

NATURAL RESOURCE GAS LIMITED

01012724-0003

RE: Ethanol Plant

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**BILLING SUMMARY**

	Hours	Rate	Amount
R. King	1.25	575.00	\$718.75
Total	1.25		\$718.75

**FEE DETAIL**

Date	Timekeeper	Description	Hours	Rate	Amount
12/5/08	Richard J. King	Liaise with M. Bristoll regarding Union issue.	0.25	575.00	\$143.75
29/5/08	Richard J. King	Liaise with R. Aiken; review email from M. Bristoll; call to M. Bristoll; review agreement and AID to construct calculation.	1.00	575.00	\$575.00
TOTAL FEES					\$718.75



Filed: June 3, 2013

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# OGILVY RENAULT

LLP / S.E.N.C.R.L., s.r.l.

Client: NATURAL RESOURCE GAS LIMITED  
RE: Ethanol Plant  
Matter No.: 01012724-0003

July 18, 2008  
INVOICE: 823377

GST: R111340006

NATURAL RESOURCE GAS LIMITED  
P.O. Box 307  
39 Beech Street East  
Aylmer, Ontario N5H 2S1

Attention: Mark Bristol  
Chairman

For professional services rendered and disbursements incurred  
for the period ending June 30, 2008

FEES	\$7,977.50
DISBURSEMENTS (Taxable)	1.00
DISBURSEMENTS (Non Taxable)	0.00
GST	398.93
<b>TOTAL FOR THIS INVOICE</b>	<b>\$8,377.43</b>

58000  
117500 - 7978.50  
118900 - 398.93

POSTED  
1127-16

INK  
m  
02/20/08

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# OGILVY RENAULT

LLP / S.E.N.C.R.L., s.r.l.

NATURAL RESOURCE GAS LIMITED

01012724-0003

RE: Ethanol Plant

## BILLING SUMMARY

	Hours	Rate	Amount
A. Taylor	4.50	495.00	\$2,227.50
R. King	10.00	575.00	\$5,750.00
Total	14.50		\$7,977.50

## FEE DETAIL

Date	Timekeeper	Description	Hours	Rate	Amount
5/6/08	Richard J. King	Discussion with M. Bristoll regarding Malahide re-routing; no-names call to Ontario Energy Board; review leave to construct decision.	1.25	575.00	\$718.75
6/6/08	Richard J. King	E-mail to M. Bristoll regarding route change.	0.25	575.00	\$143.75
9/6/08	Richard J. King	Provide instructions to A. Taylor on rate issue.	0.25	575.00	\$143.75
10/6/08	Andrew A. Taylor	Telephone call with R. Aiken regarding IGPC rate classification.	0.50	495.00	\$247.50
10/6/08	Richard J. King	Liaise with client and L. Thacker regarding Natural Resource Gas financials; brief memorandum to client regarding same.	2.00	575.00	\$1,150.00
12/6/08	Andrew A. Taylor	Research and prepare memorandum on reclassification of IGPC and potential reimbursement.	4.00	495.00	\$1,980.00
13/6/08	Richard J. King	Review memorandum from A. Taylor regarding rate setting for Natural Resource Gas; revise and finalize; email exchange with L. Thacker.	3.75	575.00	\$2,156.25
16/6/08	Richard J. King	Review email from M. Bristoll; review Gas Delivery Contract; review old rate decision and order; review 2008 application waiver letter; short memorandum to client on same.	2.50	575.00	\$1,437.50



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Tab 3

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LLP / S.E.N.C.R.L., s.r.l

NATURAL RESOURCE GAS LIMITED

01012724-0003

RE: Ethanol Plant

---

TOTAL FEES

\$7,977.50

**DISBURSEMENTS - TAXABLE**

Copies	1.00
	<u>\$1.00</u>

**DISBURSEMENT DETAIL - TAXABLE**

Date	Timekeeper	Description	Amount
13/6/08	Melissa Johnson	Copies	1.00
		<b>TOTAL</b>	<u>\$1.00</u>



Filed: June 3, 2013

EB-2012-0406

EB-2013-0081

Exhibit D

Tab 3

103 of 109

# OGILVY RENAULT

LLP / S.E.N.C.R.L., s.r.l.

Client: NATURAL RESOURCE GAS LIMITED  
RE: Ethanol Plant  
Matter No.: 01012724-0003

August 13, 2008  
INVOICE: 830606

GST: R111340006

NATURAL RESOURCE GAS LIMITED  
P.O. Box 307  
39 Beech Street East  
Aylmer, Ontario N5H 2S1

Attention: Mark Bristoll  
Chairman

For professional services rendered and disbursements incurred  
for the period ending July 31, 2008

FEES	\$143.75
DISBURSEMENTS (Taxable)	0.00
DISBURSEMENTS (Non Taxable)	0.00
GST	7.19
<b>TOTAL FOR THIS INVOICE</b>	<b>\$150.94</b>

*58000*  
*117500 - 143.75*  
*118900 - 7.19*  
*Aug 17/08*

**POSTED**  
*1150-9*

*JRC*  
*17*  
*Aug 2008*

Please return a copy with payment to our address below.

**Bank Transfer**

Please remit by Bank Transfer to RBC Financial Group, Main Branch, Royal Bank Plaza, Toronto, Ontario, Canada  
Bank 003, Transit 00002, Acc. No. 106-030-0  
ABA # 021000021  
Swift Code # ROYCCAT2  
including invoice number on transfer order.

Payable upon receipt

Suite 3800  
Royal Bank Plaza, South Tower  
200 Bay Street  
P.O. Box 84  
Toronto, Ontario M5J 2Z4  
Canada

Telephone (416) 216-4000  
Fax (416) 216-3930  
ogilvyrenault.com

266 of 343



Filed: June 3, 2013

EB-2012-0406

EB-2013-0081

Exhibit D

Tab 3

104 of 109

**OGILVY  
RENAULT**

LLP / S.E.N.C.R.L., s.r.l.

NATURAL RESOURCE GAS LIMITED

01012724-0003

RE: Ethanol Plant

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**BILLING SUMMARY**

	Hours	Rate	Amount
R. King	0.25	575.00	\$143.75
Total	0.25		\$143.75

**FEE DETAIL**

Date	Timekeeper	Description	Hours	Rate	Amount
10/7/08	Richard J. King	Discussion with L. Thacker.	0.25	575.00	\$143.75
TOTAL FEES					\$143.75



Filed: June 3, 2013

EB-2012-0406

EB-2013-0081

Exhibit D

Tab 3

105 of 109

# OGILVY RENAULT

LLP / S.E.N.C.R.L., s.r.l.

Client: NATURAL RESOURCE GAS LIMITED  
RE: Ethanol Plant  
Matter No.: 01012724-0003

December 11, 2008  
INVOICE: 863693

GST: R111340006

NATURAL RESOURCE GAS LIMITED  
P.O. Box 307  
39 Beech Street East  
Aylmer, Ontario N5H 2S1

Attention: Mark Bristoll  
Chairman

EB 2006-0243 ✓

For professional services rendered and disbursements incurred  
for the period ending November 30, 2008

FEES	\$1,848.75
DISBURSEMENTS (Taxable)	1.25
DISBURSEMENTS (Non Taxable)	0.00
GST	92.50
<b>TOTAL FOR THIS INVOICE</b>	<b>\$1,942.50</b>

58000  
214150 - 1850.00  
118900 - 92.50

MB-  
000008  
16PC

1286-2

Please return a copy with payment to our address below.

**Bank Transfer**

Please remit by Bank Transfer to RBC Financial Group, Main Branch, Royal Bank Plaza, Toronto, Ontario, Canada  
Bank 003, Transit 00002, Acc. No. 106-030-0  
ABA # 021000021  
Swift Code # ROYCCAT2  
including invoice number on transfer order.

Suite 3800  
Royal Bank Plaza, South Tower  
200 Bay Street  
P.O. Box 84  
Toronto, Ontario M5J 2Z4

Telephone (416) 216-4000  
Fax (416) 216-3930

ogilvyrenault.com

268 of 343

Payable upon receipt



Filed: June 3, 2013

EB-2012-0406

EB-2013-0081

Exhibit D

Tab 3

106 of 109



NATURAL RESOURCE GAS LIMITED

01012724-0003

RE: Ethanol Plant

**BILLING SUMMARY**

	Hours	Rate	Amount
R. King	0.75	575.00	\$431.25
J. Beauchamp	5.25	270.00	\$1,417.50
Total	6.00		\$1,848.75

**FEE DETAIL**

Date	Timekeeper	Description	Hours	Rate	Amount
18/11/08	John Beauchamp	Reviewing and comparing Union's standardized contracts for in-franchise customers.	2.00	270.00	\$540.00
19/11/08	John Beauchamp	Reviewing and comparing Union's standardized contracts for in-franchise customers.	2.25	270.00	\$607.50
27/11/08	John Beauchamp	Reviewing notice from Union regarding changes to General Terms & Conditions for in-franchise agreements; reviewing 2004 and 2009 versions of the contract.	1.00	270.00	\$270.00
28/11/08	Richard J. King	Review correspondence with Union regarding ethanol plant gas consumption; liaison with R. Aiken; liaison with M. Bristoll.	0.75	575.00	\$431.25

**TOTAL FEES**

**\$1,848.75**

**DISBURSEMENTS - TAXABLE**

Copies	1.25
	<b>\$1.25</b>



Filed: June 3, 2013

EB-2012-0406

EB-2013-0081

Exhibit-D

Tab 3

107 of 109



NATURAL RESOURCE GAS LIMITED

01012724-0003

RE: Ethanol Plant

---

**DISBURSEMENT DETAIL - TAXABLE**

Date	Timekeeper	Description	Amount
13/11/08	Sandra Vanderbrug	Copies	0.25
13/11/08	Sandra Vanderbrug	Copies	0.25
27/11/08	John Beauchamp	Copies	0.75
TOTAL			\$1.25



OGILVY  
RENAULT

Client: NATURAL RESOURCE GAS LIMITED  
RE: Ethanol Plant  
Matter No.: 01012724-0003

February 23, 2009  
INVOICE: 882031

GST: R111340006

NATURAL RESOURCE GAS LIMITED  
P.O. Box 307  
39 Beech Street East  
Aylmer, Ontario N5H 2S1

Attention: Mark Bristoll  
Chairman

For professional services rendered and disbursements incurred  
for the period ending January 31, 2009

FEES	\$350.00
DISBURSEMENTS (Taxable)	0.00
DISBURSEMENTS (Non Taxable)	0.00
GST	17.50
<b>TOTAL FOR THIS INVOICE</b>	<b>\$367.50</b>

58000  
214150 - 350.00  
118900 - 17.50  
16PC  
NB  
0818108.  
POSTED  
1311-19D

Payable upon receipt

Please remit by Bank Transfer to  
RBC Financial Group, Main Branch, Royal Bank Plaza, Toronto, Ontario, CANADA  
Bank 003, Transit 00002, Acc. No. 106-030-0  
ABA # 021000021  
Swift Code # ROYCCAT2  
IBAN # 003106030000002  
including invoice number on transfer order.

OGILVY RENAULT LLP / S.E.N.C.R.L., s.r.l.

Suite 3800  
Royal Bank Plaza, South Tower  
200 Bay Street, P.O. Box 84  
Toronto, Ontario M5J 2Z4  
CANADA

T: 416.216.4000  
F: 416.216.3930  
toronto@ogilvyrenault.com

ogilvyrenault.com  
271 of 343



OGILVY  
RENAULT

NATURAL RESOURCE GAS LIMITED

01012724-0003

RE: Ethanol Plant

**BILLING SUMMARY**

	Hours	Rate	Amount
J. Beauchamp	1.25	280.00	\$350.00
Total	1.25		\$350.00

**FEE DETAIL**

Date	Timekeeper	Description	Hours	Rate	Amount
22/1/09	John Beauchamp	Attending phone call with M. Bristoll.	0.25	280.00	\$70.00
23/1/09	John Beauchamp	Gathering various documents and forwarding them to client.	1.00	280.00	\$280.00
TOTAL FEES					\$350.00

*TBC*



**NATURAL RESOURCE GAS LIMITED**  
**IGPC Project Costing Summary**  
**As of March 26, 2009**

<b>Consultant</b>	<b>Invoice Number</b>	<b>Date</b>	<b>Status</b>	<b>NRG Direct</b>
Lenczner Slaght Royce	69539	13-Jul-07	✓	23,003.25
Lenczner Slaght Royce	71966	29-Nov-07	✓	47,949.79
Lenczner Slaght Royce	73976	27-Feb-08	✓	21,007.93
Lenczner Slaght Royce	74245	17-Mar-08	✓	69,327.21
Lenczner Slaght Royce	74952	7-May-08	✓	57,844.13
Lenczner Slaght Royce	78010	22-Oct-08	✓	20,098.87
Lenczner Slaght Royce	77360			56,153.02
<b>Lenczner Slaght Royce Total</b>				<b>295,384.20</b>



LENCZNER SLAGHT ROYCE  
SMITH GRIFFIN LLP  
BARRISTERS

Mark J. Bristoll

90395  
117500 - 8,003.25  
118900 - 1380.20

13 July 2007

Our file #: 37489  
INVOICE NO. 69539

POSTED  
PC 889-1

**Re: Integrated Grain Processors**

TO PROFESSIONAL SERVICES RENDERED with respect to the above matter during the period from June 1, 2007 to July 12, 2007:

- Jun 26/07 To reviewing Energy Board statute and jurisdiction; to researching case law re scope of authority in response to emergency motion;
- Jun 28/07 Prepare for motion; emails (many); telephone conversation with P. Moran, R. King and M. Bristoll; review documents; review Ontario Energy Act;
- Jun 29/07 Prepare for and attend at Ontario Energy Board hearing; telephone call to P. Moran and R. King; telephone calls to M. Bristoll (many); email to M. Bristoll;
- Conference call with clients; telephone conversation with M. Bristoll;
- Jul 2/07 Telephone call to M. Bristoll;
- Jul 3/07 Email to and from M. Bristoll (many); telephone call to M. Bristol (many); email to and from R. King; telephone call to R. King; telephone call to P. Aiken; review of scenarios; draft Notice of Appeal; conference with N. Loewith;
- Jul 4/07 Telephone call to M. Bristoll (many); email to and from M. Bristoll; draft Notice of Appeal; review of Franchise Agreements; email to and from R. King;

SUITE 2600, 130 ADELAIDE STREET WEST, TORONTO, ONTARIO, CANADA M5H 3P5  
TELEPHONE (416) 865-9500 FACSIMILE (416) 865-9010



69539  
Page 2

Jul 5/07 Telephone call to M. Bristoll (many); draft and revise Notice of Appeal; telephone call to R. King (many); telephone call to P. Moran; email to and from M. Bristoll; letter to D. O'Leary; email to and from R. King;

Jul 6/07 Telephone call to R. King; telephone call to M. Bristoll; email to and from M. Bristoll; draft settlement proposal; letter to D. O'Leary; email to and from M. Bristoll (many) letter from D. O'Leary; letter to K. Walli; email to and from P. Morin;

TO OUR FEE \$23,000.00

DISBURSEMENTS

Copies 3.25 T

TOTAL DISBURSEMENTS \$3.25

TOTAL FEES AND DISBURSEMENTS \$23,003.25

TOTAL TAXES

G.S.T. on fees 1,380.00  
G.S.T. on disbursements .20  
G.S.T. (Registration #: R133780817) 1,380.20

TOTAL BILL \$24,383.45

TRUST STATEMENT

Jul 10/07 Trust Receipt Natural Resources Gas (15,000.00)

Less amount received from Trust 15,000.00

TOTAL DUE AND OWING UPON RECEIPT \$9,383.45

*J* 01/30/08



**LENCZNER SLAGHT ROYCE  
SMITH GRIFFIN LLP**

---

Lawrence E. Thacker  
E.& O.E.

**ACCOUNTS DUE WHEN RENDERED.** In accordance with Section 33 of the *Solicitors Act*, interest will be charged at the rate of 4.5% per annum on unpaid fees, charges and disbursements, calculated from a date that is one month after this statement is delivered.



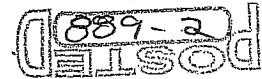
LENCZNER SLAGHT ROYCE  
SMITH GRIFFIN LLP  
BARRISTERS

Mark J. Bristoll  
(Sent Via Email)

90395  
117 500 - 47,949.19  
118900 - 2849.39

29 November 2007

Our file #: 37489  
INVOICE NO. 71966



Re: Integrated Grain Processors

TO PROFESSIONAL SERVICES RENDERED with respect to the above matter during the period from July 1, 2007 to October 31, 2007:

- Jul 3/07 To receiving instructions from L. Thacker;
- Jul 4/07 To drafting notice of appeal of Board's decision;
- Jul 5/07 To determining filing requirements and certificate of evidence;
- Jul 9/07 Telephone call to D. O'Leary; letter to D. O'Leary; letter to M. Bristoll; telephone call to M. Bristoll; email to and from M. Bristoll;
- Jul 10/07 Telephone call to M. Bristoll; email to and from M. Bristoll; letter to D. O'Leary;
- Jul 11/07 Email to and from M. Bristoll; memo to file; review Pipeline Agreement; telephone call to R. King; telephone call to D. O'Leary; telephone call to D. O'Leary; email to and from D. O'Leary; telephone call to M. Bristoll; telephone call to R. King; letter to D. O'Leary;
- Jul 12/07 Letters (2) from S. Stoll re: transcripts; letter to D. O'Leary; prepare appeal materials;
- Jul 13/07 Telephone call to M. Bristoll; letter to D. O'Leary; letter from D. O'Leary; telephone call to M. Bristoll;

SUITE 2600, 130 ADELAIDE STREET WEST, TORONTO, ONTARIO, CANADA M5H 3P5  
TELEPHONE (416) 865-9500 FACSIMILE (416) 865-9010



Jul 17/07 Telephone call to P. Moran (2); telephone call to M. Bristoll (2); telephone call to R. King; email to and from P. Moran; draft letter to D. O'Leary; email to M. Bristoll;

Jul 18/07 Email to P. Moran and R. King; telephone call to M. Bristoll; letter to M. Bristoll; draft letter to D. O'Leary; review agreements; email to and from P. Moran (2); review response of P. Moran;

Jul 19/07 Email to and from P. Moran; telephone call to M. Bristoll; letter from D. O'Leary;

Jul 20/07 Telephone call to P. Moran; email to and from P. Moran; telephone call to M. Bristoll; telephone call to D. O'Leary; letter to D. O'Leary;

Jul 23/07 Letter from D. O'Leary (2); telephone call to M. Bristoll; email to and from P. Moran; telephone call to P. Moran (3);

Jul 24/07 Letter to D. O'Leary; telephone call to M. Bristoll;

Jul 25/07 To reviewing transcript from OEB hearing; to reviewing key documents in case to prepare for appeal;

Telephone call to M. Bristoll; conference with N. Loewith re: Appeal Record; draft Factum; review transcripts;

Jul 26/07 Research for N. Loewith for OEB materials;

To researching law re interference with private contracts; to requesting research assistance from librarian; to analysis of relevant case law;

Jul 27/07 To researching jurisdiction of OEB and similar Boards;

Jul 29/07 To researching law re penalty in administrative proceedings;

Jul 30/07 To drafting factum re appeal; to reviewing energy decisions;

Draft Appeal Factum;

Jul 31/07 To editing and revising factum re appeal of OEB decision;

Telephone call to P. Morin; telephone call to M. Bristoll; telephone call to R. King; prepare Appeal materials; draft Factum;



Aug 2/07 Prepare Appeal Record;

Aug 3/07 To preparing documents, including Appeal Book and Compendium and Brief of Authorities for appeal;

Telephone call to D. O'Leary; telephone call to K. Sabalj; memo to file;

Aug 7/07 To preparing documents for file;

Draft and revise Factum; prepare Appeal Record; telephone call to K. Sabalj; telephone call to D. O'Leary;

Aug 8/07 To final revisions for filing appeal;

Telephone call to D. O'Leary; letter to D. O'Leary; telephone call to P. Moran; email to P. Moran; draft and revise Factum; email to and from P. Moran; finalize Factum; letter to D. O'Leary and OEB;

Aug 9/07 To revising Brief of Authorities for filing;

Aug 15/07 Telephone call to M. Bristoll;

Aug 17/07 Telephone call to M. Bristoll;

Sep 10/07 Telephone call to M. Bristoll; email to and from M. Bristol;

Sep 11/07 Telephone call to M. Bristoll;

Sep 13/07 Receive instructions from L. Thacker; review appeal compendium and factum; legal research: [REDACTED] memorandum regarding same;

Telephone call to D. O'Leary and B. McGarva;

Sep 14/07 Prepare for and attend meeting with M. Bristoll, [REDACTED] in London;

Sep 26/07 Telephone call to D. O'Leary; telephone call to M. Bristoll;

Oct 24/07 Telephone call to M. Bristoll;

Oct 25/07 Telephone call to M. Bristoll; telephone call to D. O'Leary;



Oct 26/07 Telephone call to D. O'Leary; telephone call to M. Bristoll;  
email to and from D. O'Leary;

Oct 29/07 Telephone call to M. Bristoll; draft letter to D. O'Leary; email to  
and from M. Bristoll; letter from D. O'Leary; review proposed  
schedule;

Oct 30/07 Letter to D. O'Leary; telephone call to M. Bristoll; email to and  
from M. Bristoll;

Oct 31/07 Letter from D. O'Leary; letter to M. Bristoll; telephone call to D.  
O'Leary; telephone call to M. Bristoll;

TO OUR FEE

\$44,000.00

DISBURSEMENTS

Copies	428.00	T
Fax	11.75	T
Scanning	4.00	T
Courier Service	114.26	T
eCarswell On-line Research	80.40	T
On-Line Searches	54.54	T
Transaction Levy Surcharge	50.00	T
Scanning, coding and printing	596.48	T
Mileage	166.42	T
Notice Of Appeal	259.00	
Perfecting Of Appeal	201.00	
Process Serving	185.00	T
Printing/Binding	1,798.94	T

TOTAL DISBURSEMENTS

\$3,949.79

TOTAL FEES AND DISBURSEMENTS

\$47,949.79



**TOTAL TAXES**

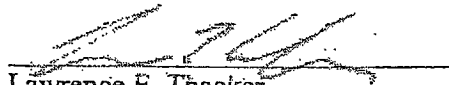
G.S.T. on fees	2,640.00	
G.S.T. on disbursements	209.39	
G.S.T. (Registration #: R133780817)		<u>2,849.39</u>

TOTAL BILL	\$50,799.18
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TOTAL DUE AND OWING UPON RECEIPT	<u>\$50,799.18</u>
----------------------------------	--------------------

901/07/08

LENCZNER SLAGHT ROYCE  
SMITH GRIFFIN LLP

  
\_\_\_\_\_  
Lawrence E. Thacker  
E. & O.E.

**ACCOUNTS DUE WHEN RENDERED.** In accordance with Section 33 of the *Solicitors Act*, interest will be charged at the rate of 4.5% per annum on unpaid fees, charges and disbursements, calculated from a date that is one month after this statement is delivered.



LENCZNER SLAGHT ROYCE  
SMITH GRIFFIN LLP  
BARRISTERS

Mr. Mark J. Bristoll

27 February 2008

Our file #: 37489  
INVOICE NO. 73976

POSTED  
443-2

Re: Integrated Grain Processors

TO PROFESSIONAL SERVICES RENDERED with respect to the above matter during the period from December 1, 2007 to January 31, 2008:

Dec 5/07	Telephone call to M. Bristoll; telephone call to G. Alkalay; telephone call to P. Moran; email to and from P. Moran; letter to G. Alkalay; telephone call to P. Moran (x2); telephone call to R. King and P. Moran; email to and from M. Bristoll; telephone call to M. Bristoll; email to and from G. Alkalay; letter to G. Alkalay;	LET	3.1
Dec 6/07	Telephone call to K. Hunter; memo to file;	LET	.3
Dec 7/07	Email to and from M. Bristoll; review draft letter and response of AECON; email to and from K. Hunter; telephone call to M. Bristoll;	LET	1.2
Dec 11/07	Review draft letters; email to and from P. Moran;	LET	.7
Dec 17/07	Telephone call to M. Bristoll; review materials re: extension request;	LET	.5
Dec 18/07	Telephone call to M. Bristoll; telephone call to D. O'Leary; telephone call to P. Moran;	LET	.3

90395  
117500 - 21007.93  
118900 - 1050.40



Dec 19/07	Telephone call to P. Moran and Bristoll; review draft extension request; email to and from P. Moran;	LET	.8
Jan 2/08	Telephone call to G. Alkalay; telephone call to M. Bristoll; letter to G. Alkalay;	LET	1.2
Jan 4/08	Telephone call to M. Bristoll; telephone call to G. Alkalay;	LET	.3
Jan 6/08	Telephone call to M. Bristoll; review materials;	LET	1.4
Jan 7/08	Telephone call to M. Bristoll; draft letter to D. O'Leary;	LET	.8
Jan 8/08	Email to and from M. Bristoll and G. Alkalay; telephone call to M. Bristoll; telephone call to G. Alkalay; letter to D. O'Leary;	LET	2.1
Jan 9/08	Telephone call to M. Bristoll; telephone call to D. O'Leary; letter to M. Bristoll;	LET	1.0
Jan 10/08	Email to and from M. Bristoll; telephone call to M. Bristoll; telephone call to G. Alkalay;	LET	.4
Jan 11/08	To reviewing tender documents as requested by client;	NDL	1.5
	Telephone call to M. Bristoll (2); telephone call to G. Alkalay; email to and from M. Bristoll; email to and from G. Alkalay; conference with N. Loewith re: tender package;	LET	1.3
Jan 14/08	To reviewing tender documents and drafting comments; to discussion with L. Thacker; to sending comments to client;	NDL	3.8
	Conference with N. Loewith; email to and from M. Bristoll;	LET	.8
Jan 15/08	Telephone call to G. Alkalay; telephone call to M. Bristoll; email to and from G. Alkalay;	LET	.4



Jan 16/08	To reviewing contract and documents re demand for payment and response; to forwarding comments to L. Thacker;	NDL	1.6
	Telephone call to M. Bristoll; email to G. Alkalay;	LET	.8
Jan 17/08	Telephone call to M. Bristoll; telephone call to G. Alkalay and M. Kovnats;	LET	1.1
Jan 21/08	Telephone call to M. Bristoll; email to and from G. Alkalay;	LET	.8
Jan 22/08	Telephone call to M. Bristoll; email to and from M. Bristoll; revise draft letter to IGPC; email to and from G. Alkalay;	LET	2.3
Jan 23/08	Telephone call to G. Alkalay; letter to D. O'Leary; telephone call to M. Bristoll;	LET	1.1
Jan 24/08	Email to and from G. Alkalay; telephone call to G. Alkalay; telephone call to M. Bristoll;	LET	1.3
Jan 25/08	Prepare for and attend meeting with IGPC and counsel; email to and from M. Bristoll; telephone call to M. Bristoll (2);	LET	2.7
Jan 27/08	Conference call with G. Alkalay and counsel; email to and from M. Bristoll (2); email from G. Alkalay;	LET	1.6
Jan 30/08	Telephone call to M. Bristoll;	LET	.3

Lawrence E. Thacker	6.9	@	575.00	=	3,967.50
Lawrence E. Thacker	21.7	@	675.00	=	14,647.50
N. Loewith	6.9	@	325.00	=	<u>2,242.50</u>
TOTAL FEES					20,857.50

TO OUR FEE	\$21,000.00
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**DISBURSEMENTS**

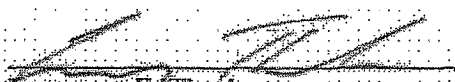
Copies	7.50	T	
Telephone Charges	.43	T	
TOTAL DISBURSEMENTS			<u>\$7.93</u>

TOTAL FEES AND DISBURSEMENTS	\$21,007.93
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**TOTAL TAXES**

G.S.T. on fees	1,050.00	
G.S.T. on disbursements	.40	
G.S.T. (Registration #: R133780817)		<u>1,050.40</u>
TOTAL BILL		\$22,058.33
TOTAL DUE AND OWING UPON RECEIPT		<u>\$22,058.33</u>

LENCZNER SLAGHT ROYCE  
SMITH GRIFFIN LLP

  
Lawrence E. Thacker  
E & O E

**ACCOUNTS DUE WHEN RENDERED.** In accordance with Section 33 of the *Solicitors Act*, interest will be charged at the rate of 4.5% per annum on unpaid fees, charges and disbursements, calculated from a date that is one month after this statement is delivered.



LENCZNER SLAGHT ROYCE  
SMITH GRIFFIN LLP  
BARRISTERS

Mark J. Bristoll  
10 Ullswater Crescent  
London, ON N6G 4L4

90395  
117500 - 69327.21  
118900 - 3466.36

17 March 2008

Our file #: 37489  
INVOICE NO. 74245

POSTED  
1119-1

Re: Integrated Grain Processors

TO PROFESSIONAL SERVICES RENDERED with respect to the above matter during the period from February 1, 2008 to February 29, 2008:

Feb 1/08	To reviewing IGPC comments re RFQ; to reporting on same;	NDL	1.2
	Email to and from M. Bristoll; telephone call to M. Bristoll; telephone call to D. O'Leary; letter to D. O'Leary;	LET	2.1
Feb 4/08	Email to and from M. Bristoll; telephone call to G. Alkalay; email to and from G. Alkalay;	LET	1.6
Feb 5/08	Email to and from M. Bristoll and G. Alkalay (many); telephone call to M. Bristoll;	LET	1.6
Feb 6/08	Email to and from G. Alkalay;	LET	.5
Feb 7/08	Letter from D. O'Leary; email to and from M. Bristoll; conference with N. Campion; telephone call to R. King;	LET	1.3
Feb 8/08	To discussion with L. Thacker; to reviewing correspondence and isolating documents relevant to OEB request;	NDL	2.5

SUITE 2600, 130 ADELAIDE STREET WEST, TORONTO, ONTARIO, CANADA M5H 1P5  
TELEPHONE (416) 865-9500 FACSIMILE (416) 865-9010



74245  
Page 2

	Email to and from N. Loewith; letter from D. O'Leary; telephone call to M. Bristoll; letter to M. Bristoll; prepare responding materials;	LET	5.3
Feb 11/08	To conference call with L. Thacker and M. Bristoll; to revising letter to OEB;	NDL	1.6
	Email to and from M. Bristoll; telephone call to G. Alkalay; telephone call to M. Bristoll; email to and from G. Alkalay; conference call with M. Bristoll; draft letter; conference call with N. Loewith; letter to G. Alkalay;	LET	2.0
Feb 12/08	Draft and revise letter to OEB; telephone call to M. Bristoll; email to and from M. Bristoll; telephone call to M. Bristoll; [REDACTED] email to and from G. Alkalay; email to and from M. Bristoll and R. King;	LET	2.8
Feb 13/08	To reviewing press release [REDACTED] to letter to M. Bristoll re RFQ; to research law re [REDACTED]	NDL	1.2
	Conference call with IGPC and Union Gas; letter to G. Alkalay; telephone call to M. Bristoll (4); telephone call to M. Bristoll [REDACTED]; email to and from M. Bristoll; telephone call to R. King;	LET	3.5
Feb 14/08	Email to and from M. Bristoll and A. Gedden; prepare responding materials; letter to D. O'Leary;	LET	1.5
Feb 15/08	To telephone conversation with M. Bristoll; to correspondence with G. Alkalay; to receiving and reviewing motion record served today; [REDACTED]	NDL	3.6
	Telephone call to M. Bristoll (many); email to and from M. Bristoll (many); review Motion Record; letters to and from G. Alkalay (4);	LET	2.1
Feb 16/08	Prepare Responding Motion Records;	LET	1.7



74245  
Page 3

Feb 17/08	To comments on notice of motion and draft schedule; to meeting with L. Thacker;	NDL	.9
	Prepare Responding Record; prepare submissions; telephone call with M. Bristoll; review IGPC Motion Record;	LET	2.8
Feb 18/08	To reviewing Rules of Practice at OEB; to determining what evidence is missing from the record and mischaracterized by IGPC; to memo to L. Thacker [REDACTED]	NDL	7.8
	Review of NRG Motion Record;	LET	1.1
Feb 19/08	To telephone call to OEB re practice directions; to revising letters to IGPC and Board; to meeting with L. Thacker;	NDL	1.0
	Email to and from M. Bristoll; letter to G. Alkalay; letter to D. O'Leary; email to and from A. Godden; telephone call to M. Bristoll;	LET	2.5
Feb 20/08	To pulling correspondence re Lakeside and Union Gas for responding materials;	NDL	.5
	Letter to G. Alkalay (2); letter to OEB (2); letter to M. Bristoll; telephone call to M. Bristoll (3); telephone call to R. King;	LET	4.5
Feb 21/08	[REDACTED]	NDL	.8
	Telephone call to M. Bristoll; letter to and from M. Bristoll; email to and from M. Bristoll; letters from D. O'Leary (5); letters to G. Alkalay (2); prepare Responding Record; prepare Submissions;	LET	3.5
Feb 22/08	To reviewing materials received today; to discussing strategy with L. Thacker and receiving instructions re responding record;	NDL	1.4
	Letter to G. Alkalay; email to and from M.	LET	.5



74245  
Page 4

	Bristoll; telephone call to M. Bristoll;		
Feb 23/08	To preparing responding record; to drafting submissions;	NDL	9.5
Feb 24/08	To revising submissions to OEB; to revising responding record; to meeting with L. Thacker and clients;	NDL	6.8
	Prepare for and attend meeting with [REDACTED] M. Bristoll; conference with N. Campion; telephone call to M. Bristoll; email to and from G. Alkalay; prepare Responding Record;	LET	4.1
Feb 25/08	Telephone call to P. Tunley; telephone call to M. Bristoll; review Responding Record; email to and from G. Alkalay; prepare Responding Submissions; telephone call to R. King; email to and from R. King;	LET	4.3
Feb 26/08	To attending meeting with all involved parties;	NDL	3.2
	Prepare for and attend meeting at Aird & Berlis with IGPC and clients;	LET	5.5
Feb 27/08	Telephone call to M. Bristoll; finalize Written Submissions; telephone call to R. King; telephone call to G. Hardman; letter to K. Walli;	LET	4.0
	[REDACTED]	WCM	1.2
Feb 28/08	To attending OEB hearing;	NDL	13.3
	Prepare for and attend OEB hearing in Aylmer;	LET	11.5
Feb 29/08	To telephone call to client; [REDACTED]	NDL	.2



74245  
Page 5

Lawrence E. Thacker	70.3	@	675.00	=	47,452.50
William C. McDowell	1.2	@	700.00	=	840.00
N. Loewith	55.5	@	325.00	=	<u>18,037.50</u>
TOTAL FEES					66,330.00

TO OUR FEE \$66,500.00

DISBURSEMENTS

Copies	191.00	T
Courier Service	21.04	T
Process Serving	70.70	T
Printing/Binding	2,544.47	T

TOTAL DISBURSEMENTS \$2,827.21

TOTAL FEES AND DISBURSEMENTS \$69,327.21

TOTAL TAXES

G.S.T. on fees	3,325.00	
G.S.T. on disbursements	141.36	
G.S.T. (Registration #: R133780817)		<u>3,466.36</u>

TOTAL BILL \$72,793.57

TOTAL DUE AND OWING UPON RECEIPT \$72,793.57

LENCZNER SLAGHT ROYCE  
SMITH GRIFFIN LLP

VB  
LHC  
/

\_\_\_\_\_  
Lawrence E. Thacker  
E.& O.E.

ACCOUNTS DUE WHEN RENDERED. In accordance with Section 33 of the *Solicitors Act*, interest will be charged at the rate of 4.5% per annum on unpaid fees, charges and disbursements, calculated from a date that is one month after this statement is delivered.



LENCZNER SLAGHT ROYCE  
SMITH GRIFFIN LLP  
BARRISTERS

90395  
117500 - 57844.13  
118900 - 2892.21

Mark J. Bristoll

7 May 2008

POSTED  
1002-1

Our file #: 37489  
INVOICE NO. 74952

Re: Integrated Grain Processors

TO PROFESSIONAL SERVICES RENDERED with respect to the above matter during the period from February 1, 2008 to April 30, 2008:

Mar 2/08	To discussing Union Gas status with L. Thacker; to responding to M. Bristoll re Union Gas; to requesting information for written submissions from M. Bristoll;	NDL	.1
Mar 3/08	To correspondence with M. Bristoll and G. Alkalay re Letter of Credit;	NDL	.1
	Email to and from M. Bristoll; telephone call to G. Alkalay; review draft; telephone call to M. Bristoll;	LET	2.1
Mar 4/08	Email to and from M. Bristoll; prepare estimate of costs; letter from Union Gas; prepare Submissions re: ongoing cost;	LET	2.8
Mar 5/08	To reviewing bid documents re ability to delay proposal date; to telephone conversation with M. Bristoll re submissions; to discussion with L. Thacker;	NDL	.7
	Email to and from G. Alkalay, M. Bristoll, N. Loewith (many); draft and revise Submissions; review L/C;	LET	4.7



Mar 6/08	To preparing submissions re ongoing costs;	NDL	4.8
	Draft and revise Submissions to OEB re: costs; email to and from M. Bristoll, N. Loewith and G. Alkalay; telephone call to G. Alkalay; conference call re: opening of bids; telephone call to M. Bristoll; telephone call re: draft L/C;	LET	6.8
Mar 7/08	To sending materials to Board;	NDL	.2
	[REDACTED] email to and from OEB; various emails re: regulatory matters to M. Bristoll, N. Loewith and R. King; email to and from M. Bristoll; email to and from U. Sheikh	LET	5.1
Mar 8/08	Telephone call to M. Bristoll;	LET	.4
	Draft Reply Submissions;	LET	2.8
Mar 9/08	Submissions to OEB;	LET	1.1
Mar 10/08	To revising and sending letter to Board; to telephone conversation and other correspondence with client and IGPC; to conference call with clients and G. Alkalay;	NDL	2.6
	Meeting with [REDACTED] conference call with N. Loewith; letter to OEB; conference call with N. Loewith;	LET	3.1
Mar 11/08	To telephone conversation with G. Alkalay; to conference call with IGPC re time guarantee and schedule; to telephone conversation with M. Bristoll;	NDL	.6
	Email to and from M. Bristoll; telephone call to M. Bristoll; telephone call to G. Alkalay; negotiations re: construction contract; email to and from N. Loewith; conference with N. Loewith;	LET	2.1
Mar 12/08	To reviewing correspondence and drafts re Somerville offer; to telephone conversations with M. Bristoll; to commenting on offers	NDL	2.5



	and strategy;		
	Telephone call to M. Bristoll; email to and from M. Bristoll; conference call with N. Loewith; conference call re: contract; review Decision; email to and from N. Loewith; email to and from M. Bristoll and G. Alkalay re: construction contract;	LET	1.8
Mar 13/08	To correspondence with M. Bristoll, S. Stoll and G. Alkalay; to advising M. Bristoll re aid-to-construct; [REDACTED]	NDL	.4
	Telephone call to S. Wong; telephone call to M. Bristoll; email to and from N. Loewith;	LET	1.2
Mar 14/08	To reviewing and revising amending agreement; to obtaining, reviewing and sending draft invoice for February and March, per M. Bristoll's request;	NDL	1.0
	Email to and from M. Bristoll; telephone call to M. Bristoll; telephone call to N. Loewith; email to and from N. Loewith; telephone call to G. Alkalay; email to and from G. Alkalay; email to and from M. Bristoll re: Aid to Construct;	LET	1.2
Mar 16/08	Telephone call to G. Alkalay; telephone call to and from G. Alkalay; email to M. Bristoll;	LET	1.6
Mar 17/08	Email to and from M. Bristoll and G. Alkalay; telephone call to M. Bristoll; telephone call to G. Alkalay; telephone call to M. Bristoll;	LET	1.6
Mar 18/08	Telephone call to M. Bristoll; email to and from G. Alkalay;	LET	.6
	To correspondence with M. Bristoll and G. Alkalay;	NDL	.4
Mar 19/08	Email to and from G. Alkalay, M. Bristoll and N. Loewith; telephone call to M. Bristoll; telephone call to G. Alkalay;	LET	1.2



	To telephone conversation with M. Bristoll; to correspondence with G. Alkalay; to discussing strategy with L. Thacker;	NDL	.4
Mar 20/08	Telephone call to M. Bristoll; email to and from L. Loewith; email to and from M. Bristoll;	LET	1.1
	To correspondence with M. Bristoll and G. Alkalay;	NDL	.3
Mar 24/08	Telephone call to M. Bristoll; email to and from M. Bristoll; review L/C;	LET	1.6
Mar 25/08	Email to and from G. Alkalay; telephone call to G. Alkalay;	LET	1.5
Mar 26/08	Email to and from M. Bristoll; telephone call to G. Alkalay; email to and from G. Alkalay; review IGPC report for information;	LET	1.5
Mar 27/08	Email to and from M. Bristoll; telephone call to M. Bristoll; telephone call to G. Alkalay (2); email to and from G. Alkalay re: trust funds;	LET	2.1
Mar 28/08	Letters to G. Alkalay (2); telephone call to G. Alkalay; letter to K. Walli with attachments; email to G. Alkalay;	LET	4.0
Mar 31/08	Telephone call to M. Bristoll; review letter from G. Alkalay; review IGPC calculations; email to and from M. Bristoll;	LET	1.5
Apr 2/08	Telephone call to G. Alkalay; email to and from G. Alkalay; review Aid to Construct; review agreement;	LET	2.8
Apr 3/08	Telephone call to G. Alkalay; email to and from M. Bristoll; email to and from G. Alkalay; telephone call to M. Bristoll;	LET	1.0
Apr 4/08	Telephone call to M. Bristoll; telephone call to G. Alkalay; draft letter to G. Alkalay;	LET	2.1



	review draft agreement from IGPC; telephone call to G. Alkalay; telephone call to OEB;		
Apr 7/08	Telephone call to M. Bristoll; letter to M. Bristoll; review of agreements from IGPC; telephone call to G. Alkalay;	LET	1.5
Apr 8/08	Telephone call to M. Bristoll; telephone call to G. Alkalay;	LET	.9
Apr 9/08	Email to and from G. Alkalay; telephone call to M. Bristoll; telephone call to G. Alkalay; review draft letter;	LET	1.5
Apr 10/08	Email to and from M. Bristoll; email to and from G. Alkalay; telephone call to G. Alkalay;	LET	1.6
Apr 11/08	Email to and from G. Alkalay; draft and revise letters; review draft IGPC Agreement; telephone call to M. Bristoll;	LET	2.1
Apr 14/08	Telephone call to M. Bristoll; letter to G. Alkalay; email to and from M. Bristoll;	LET	1.3
Apr 15/08	Telephone call to M. Bristoll; letter to G. Alkalay; email to and from G. Alkalay; telephone call to M. Bristoll; letter to M. Bristoll; letter to K. Walli;	LET	2.1
Apr 16/08	Email to and from G. Alkalay; email to M. Bristoll; telephone call to M. Bristoll;	LET	1.3
Apr 21/08	Telephone call to M. Bristoll; telephone call to G. Alkalay; email to and from G. Alkalay;	LET	1.3
Apr 22/08	Telephone call to M. Bristoll; telephone call to G. Alkalay;	LET	.8
Apr 25/08	To obtaining and forwarding IGPC Offering Statements;	NDL	.2
	Telephone call to M. Bristoll; email to and from M. Bristoll;	LET	.3



Lawrence E. Thacker	74.1	@	675.00	=	50,017.50
N. Loewith	14.3	@	325.00	=	4,647.50
TOTAL FEES					54,665.00

TO OUR FEE \$55,000.00

**DISBURSEMENTS**

Copies	4.75	T
Telephone Charges	5.16	T
Scanning	26.60	T
Courier Service	118.23	T
Binding, Printing	16.00	T
Mileage	160.00	T
Process Serving	730.00	T
Printing/Binding	1,660.06	T
Taxi	123.33	T

TOTAL DISBURSEMENTS \$2,844.13

TOTAL FEES AND DISBURSEMENTS \$57,844.13

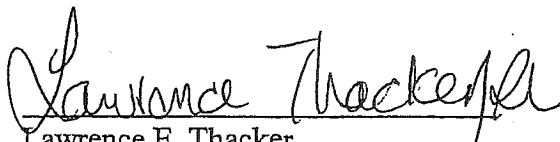
**TOTAL TAXES**

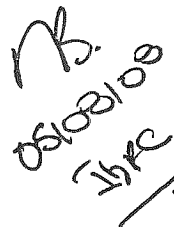
G.S.T. on fees	2,750.00	
G.S.T. on disbursements	142.21	
G.S.T. (Registration #: R133780817)		<u>2,892.21</u>

TOTAL BILL \$60,736.34

TOTAL DUE AND OWING UPON RECEIPT \$60,736.34

LENCZNER SLAGHT ROYCE  
SMITH GRIFFIN LLP

  
Lawrence E. Thacker  
E.& O.E.

  
NB.  
05/08/10  
JRC

**ACCOUNTS DUE WHEN RENDERED.** In accordance with Section 33 of the *Solicitors Act*, interest will be charged at the rate of 4.5% per annum on unpaid fees, charges and disbursements, calculated from a date that is one month after this statement is delivered.



LENCZNER SLAGHT ROYCE  
SMITH GRIFFIN LLP  
BARRISTERS

Direct Line: (416) 865-3097  
Email: lthacker@litigate.com

October 22, 2008

VIA EMAIL

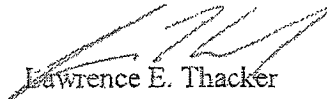
Mark J. Bristol  
10 Ullswater Crescent  
London, Ontario  
N6G 4L4

Dear Mr. Bristol:

Re: Natural Resources Gas Limited and  
Integrated Grain Processors Co-operative Inc.

I enclose our account for services rendered through September 30, 2008, which I trust you will find satisfactory.

Yours truly,



Lawrence E. Thacker

LET/rl  
Encl.



LENCZNER SLAGHT ROYCE  
SMITH GRIFFIN LLP  
BARRISTERS

Mark J. Bristoll  
10 Ullswater Crescent  
London, ON N6G 4L4

22 October 2008

Our file #: 37489  
INVOICE NO. 78010

**Re: Integrated Grain Processors**

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TO PROFESSIONAL SERVICES RENDERED with respect to the above matter during the period from September 1, 2008 to September 30, 2008:

Sep 2/08	Telephone call to M. Bristoll; email to and from M. Bristoll; prepare for meeting;	LET	1.4
Sep 4/08	[REDACTED] telephone call to M. Bristoll; letter to D. O'Leary (2); letters to M. Kovnats (3); letters to M. Bristoll;	LET	6.5
Sep 5/08	Prepare for and attend meeting in London;	LET	7.5
Sep 7/08	Finalize letter; letter to D. O'Leary;	LET	.6
Sep 8/08	Email to and from M. Bristoll; telephone call to M. Bristoll;	LET	.8
Sep 10/08	Letter to S. Stoll; email to and from M. Bristoll;	LET	.7
Sep 11/08	Email to and from J. Fraser; telephone call to J. Fraser;	LET	1.7
Sep 12/08	Email to and from M. Bristoll; telephone call to M. Bristoll;	LET	.5
Sep 17/08	Letter to M. Kovnats; letter to J. Fraser; draft Letter of Credit;	LET	1.0



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Page 2

Sep 18/08	Telephone call to M. Bristoll; review materials;	LET	2.2
Sep 23/08	Letter to J. Fraser re: Assignment; letter to J. Fraser re: conference call; telephone call to M. Bristoll (2); [REDACTED] letter to J. Fraser; telephone call to G. Baird;	LET	3.7
Sep 25/08	Telephone call to M. Bristoll; telephone call to J. Fraser; letter to J. Fraser;	LET	1.0
Sep 26/08	Telephone call to M. Bristoll; letter to J. Fraser; email to and from J. Fraser; email to and from M. Bristoll; letter to M. Kovnats;	LET	1.5
Sep 29/08	Telephone call to M. Bristoll; email to and from M. Bristoll; telephone call to J. Fraser; letter to J. Fraser;	LET	.8

Lawrence E. Thacker      29.9    @    675.00      =      \$20,182.50

TO OUR FEE      \$20,000.00

DISBURSEMENTS

Copies	5.25	T
Telephone Charges	2.92	T
Process Serving	90.70	T

TOTAL DISBURSEMENTS      \$98.87

TOTAL FEES AND DISBURSEMENTS      \$20,098.87

TOTAL TAXES

G.S.T. on fees	1,000.00	
G.S.T. on disbursements	4.94	
G.S.T. (Registration #: R133780817)		<u>1,004.94</u>

TOTAL BILL      \$21,103.81

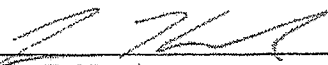


78010  
Page 3

TOTAL DUE AND OWING UPON RECEIPT

\$21,103.81

LENCZNER SLAGHT ROYCE  
SMITH GRIFFIN LLP

  
\_\_\_\_\_  
Lawrence E. Thacker  
E. & O.E.

**ACCOUNTS DUE WHEN RENDERED.** In accordance with Section 33 of the *Solicitors Act*, interest will be charged at the rate of 4.5% per annum on unpaid fees, charges and disbursements, calculated from a date that is one month after this statement is delivered.



LENCZNER SLAGHT ROYCE  
SMITH GRIFFIN LLP  
BARRISTERS

POSTED  
1311-2

90395  
214150 - 56153.02  
118900 - 2807.65

Mark J. Bristoll

12 September 2008

Our file #: 37489  
INVOICE NO. 77360

Re: Integrated Grain Processors

TO PROFESSIONAL SERVICES RENDERED with respect to the above matter during the period from May 1, 2008 to August 31, 2008:

May 1/08	Email to and from S. Stoll; telephone call to S. Stoll;	LET	.5
May 28/08	Telephone call to M. Bristoll; email to and from M. Bristoll;	LET	.4
Jun 2/08	Teleconference with Bristoll.	LET	.2
Jun 3/08	[REDACTED] review outstanding issues.	LET	2.3
Jun 4/08	Teleconference with G. Alkalay; telephone conference with M. Bristoll; Review various emails from M. Bristoll re: pipeline construction issues;	LET	1.5
Jun 5/08	Letter to D. Hartley; letter to Alkalay; teleconference with Bristoll; letter to J. Grey; teleconference with Alkalay; teleconference with Bristoll;	LET	4.5
Jun 6/08	Teleconference with M. Bristoll; teleconference with Alkalay; teleconference with Bristoll; review letter from AECON.	LET	1.1



Jun 9/08	Teleconference with M. Bristoll; letter to Alkalay; email to Alkalay; letter re AECON;	LET	1.1
Jun 10/08	Review correspondence re: Malahide issues; telephone call to M. Bristoll; email to and from G. Alkalay; telephone call to G. Alkalay;	LET	1.3
Jun 11/08	Telephone call to G. Alkalay; email to and from G. Alkalay; review estimation re: Malahide changes; telephone call to M. Bristoll; draft audit letters;	LET	1.3
Jun 12/08	Email to and from M. Bristoll; consider Malahide delays and issues; telephone call to M. Bristoll; telephone call to G. Alkalay; letter to G. Alkalay; letter to M. Bristoll; draft audit letter;	LET	3.3
Jun 13/08	Email to and from M. Bristoll and G. Alkalay; letter to A. Geden; telephone call to A. Geden; letter to H. Adams; telephone call to R. King;	LET	1.8
Jun 16/08	Telephone call to G. Alkalay; telephone call to M. Bristoll; email to and from G. Alkalay re: AECON issue; review email from R. King; letter from Y. Fushman;	LET	2.1
Jun 17/08	Email to and from M. Bristoll; telephone call to M. Bristoll;	LET	1.3
Jun 23/08	Email to and from M. Bristoll re: rate disclosure;	LET	.5
Jun 24/08	Telephone call to R. King; telephone call to M. Bristoll;	LET	1.1
Jun 25/08	Email to and from R. King;	LET	.1
Jun 26/08	Telephone call to M. Bristoll; email to M. Bristoll re: Aylmer;	LET	.5
Jun 27/08	Telephone call to M. Bristoll; letter to Police	LET	2.8



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Page 3

Chief; letter to H. Adams; [REDACTED]

[REDACTED]  
telephone call to M. Bristoll;

Jul 2/08	Telephone call to M. Bristoll; telephone call to G. Alkalay; email to and from M. Bristoll; email to and from G. Alkalay;	LET	2.8
Jul 3/08	Telephone call to M. Bristoll; letter to H. Adams; email to and from M. Bristoll (2);	LET	1.8
Jul 4/08	Telephone call to M. Bristoll; letter re: Aylmer Police; letter to H. Adams; email to and from M. Bristoll; email to and from G. Alkalay; telephone call to G. Alkalay;	LET	1.8
Jul 7/08	Revise letter to Aylmer Police; revise letter re: Malahide response;	LET	2.1
Jul 8/08	Telephone call to M. Bristoll; letter to G. Alkalay; telephone call to G. Alkalay and J. Grey; email to and from J. Grey; telephone call to M. Bristoll; email to and from M. Bristoll;	LET	1.4
Jul 9/08	Telephone call to M. Bristoll (2); email to and from J. Grey;	LET	2.5
Jul 10/08	Telephone call to M. Bristoll; email to and from M. Bristoll; letter to OEB; letter to J. Grey; email to and from M. Bristoll (many); letter from P. Tunley; email to and from R. King;	LET	2.4
Jul 11/08	Email to and from M. Bristoll; telephone call to M. Bristoll; letter from J. Grey;	LET	.8
Jul 14/08	Telephone call to M. Bristoll; email to and from M. Bristoll;	LET	.8
Jul 15/08	Telephone call to M. Bristoll; email to and from M. Bristoll;	LET	.5
Jul 16/08	Letter to J. Grey; letter to A. Tunley; [REDACTED] London with M. Bristoll [REDACTED] letter to J. Grey; review Gas Delivery Contract;	LET	8.1



77360  
Page 4

Jul 17/08	Telephone call to J. Grey; email to and from J. Grey; letter to J. Grey; letter to H. Adams; letter to P. Tunley;	LET	1.8
Jul 18/08	Telephone call to M. Bristoll; email to and from M. Bristoll; telephone call to G. Alkalay; email to and from G. Alkalay;	LET	1.1
Jul 21/08	Telephone call to M. Bristoll; review materials; telephone call to G. Alkalay; email to J. Grey; telephone call to J. Grey; review loan document;	LET	3.1
Jul 22/08	Telephone call to M. Bristoll; telephone call to G. Alkalay;	LET	1.0
Jul 23/08	Telephone call to J. Grey; email to and from J. Grey; telephone call to M. Bristoll;	LET	1.3
	Email to and from M. Bristoll and R. Duffy; telephone call to M. Bristoll;	LET	1.0
Jul 24/08	Telephone call to M. Bristoll; email M. Bristoll;	LET	.6
Jul 25/08	Telephone call to M. Bristoll (2); telephone call to J. Grey; telephone call to J. Grey;	LET	.7
Jul 28/08	Telephone call to M. Bristoll; email to and from M. Bristoll; telephone call to J. Grey (2); [REDACTED]	LET	2.8
Jul 30/08	Telephone call to M. Bristoll; email to and from M. Bristoll; email to and from J. Grey;	LET	.8
Jul 31/08	Telephone call to M. Bristoll (2);	LET	.5
Aug 1/08	Letter to P. Tunley;	LET	.5
Aug 5/08	Email to and from M. Bristoll; email to and from J. Grey; telephone call to M. Bristoll;	LET	.8
Aug 7/08	Telephone call to J. Grey; telephone call to M. Bristoll;	LET	.8



77360  
Page 5

Aug 8/08	Email to and from J. Grey; telephone call to M. Bristoll;	LET	.3
Aug 11/08	Telephone call to M. Bristoll;	LET	.2
Aug 12/08	Telephone call to M. Bristoll; email to and from M. Bristoll; telephone call to J. Grey; telephone call to A. Mitchell;	LET	1.8
Aug 14/08	Telephone call to M. Bristoll; email to and from M. Bristoll; letter from S. Stoll; letter to S. Stoll;	LET	4.1
Aug 15/08	Telephone call to M. Bristoll; letter to S. Stoll re: history;	LET	2.0
Aug 18/08	Telephone call to M. Bristoll; email to and from M. Bristoll;	LET	.8
Aug 19/08	Telephone call to M. Bristoll; letter from D. O'Leary;	LET	.6
Aug 20/08	Telephone call to M. Bristoll; email to and from M. Bristoll; review draft assignment ;	LET	1.4
Aug 21/08	Email to and from M. Bristoll; letter to M. Kovnats; letter to D. O'Leary;	LET	1.3
Aug 22/08	Letter to M. Kovnats; telephone call to M. Bristoll;	LET	.7
Aug 25/08	Email to and from M. Bristoll;	LET	.2

Lawrence E. Thacker      81.9    @    675.00      =      55,282.50

TO OUR FEE

\$56,000.00

**DISBURSEMENTS**

Copies	10.25	T
Telephone Charges	16.96	T
Fax	19.59	T
Scanning	.40	T



77360  
Page 6

Transportation/Hotel/Meals	105.82	T
TOTAL DISBURSEMENTS		<u>\$153.02</u>

TOTAL FEES AND DISBURSEMENTS	\$56,153.02
------------------------------	-------------

**TOTAL TAXES**

G.S.T. on fees	2,800.00	
G.S.T. on disbursements	7.65	
G.S.T. (Registration #: R133780817)		<u>2,807.65</u>

TOTAL BILL	\$58,960.67
------------	-------------

TOTAL DUE AND OWING UPON RECEIPT	<u>\$58,960.67</u>
----------------------------------	--------------------

LENCZNER SLAGHT ROYCE  
SMITH GRIFFIN LLP

  
Lawrence E. Thacker  
E. & O.E.

ACCOUNTS DUE WHEN RENDERED. In accordance with Section 33 of the *Solicitors Act*, interest will be charged at the rate of 4.5% per annum on unpaid fees, charges and disbursements, calculated from a date that is one month after this statement is delivered.



LENCZNER SLAGHT ROYCE  
SMITH GRIFFIN LLP  
BARRISTERS

Direct Line: (416) 865-3097  
Email: lthacker@litigate.com

September 12, 2008

VIA EMAIL

Mark J. Bristol  
10 Ullswater Crescent  
London, Ontario  
N6G 4L4

Dear Mr. Bristol:

**Re: Natural Resources Gas Limited and  
Integrated Grain Processors Co-operative Inc.**

I enclose our account for services rendered through August 31, 2008, which I trust you will find satisfactory.

Yours truly,

  
Lawrence E. Thacker

LET/tl  
Encl.



**NATURAL RESOURCE GAS LIMITED**  
**IGPC Project Costing Summary**  
**As of March 26, 2009**

Consultant	Invoice Number	Date	Status	NRG Direct
Harrison Pensa LLP	68035	27-Sep-06	✓	1,796.00
Harrison Pensa LLP	68732	17-Oct-06	✓	5,485.34
Harrison Pensa LLP	72913	9-Mar-07	✓	6,519.35
Harrison Pensa LLP	74283	30-Apr-07	✓	423.75
Harrison Pensa LLP	10089	10-Aug-07	✓	2,942.75
Harrison Pensa LLP	77118	21-Aug-07	✓	2,016.25
Harrison Pensa LLP	83601	20-Mar-08	✓	490.50
Harrison Pensa LLP	83768	27-Mar-08	✓	735.50
Harrison Pensa LLP	84743	28-Apr-08	✓	4,972.50
Harrison Pensa LLP	86596	30-Jun-08	✓	227.27
<b>Harrison Pensa LLP Total</b>				<b>25,609.21</b>



**HARRISON PENZA LLP**

450 Talbot Street  
P.O. Box 3237  
LONDON ON N6A 4K3  
Phone: (519) 679-9660

36125  
Natural Resource Gas Limited  
39 Beech  
Aylmer West, Ontario N5H 1A1  
Attention: M. Bristoll

File Number: 128596  
Invoice No : 68035/Israel, Robert J.

96250  
118900  
September 27, 2006

Re: Integrated Grain Processors Co-operative Inc.

*Prinelle Cost Recovery Program*  
**SUMMARY OF THIS INVOICE**

Total Fees	\$ 1,785.00
Total Disbursements	\$ 11.00
Total GST	<u>107.76v</u>
TOTAL	\$ 1,903.76
APPLIED FROM TRUST	<u>0.00</u>
TOTAL THIS INVOICE	\$ 1,903.76
TOTAL PRIOR OUTSTANDING INVOICES	<u>\$ 0.00</u>
TOTAL DUE AND OWING	<u>\$ 1,903.76</u>

**PLEASE REMIT WITH PAYMENT  
TO HARRISON PENZA LLP**

GST REGISTRATION NO: R867630543

Interest is charged based on the Courts of Justice Act at time of billing on all invoices over 30 days.

**TERMS: DUE UPON RECEIPT - Mastercard and VISA Accepted**

**HARRISON PENZA LLP, 450 Talbot Street, P.O. Box 3237, LONDON ON N6A 4K3**



**HARRISON PENZA LLP**

450 Talbot Street  
P.O. Box 3237  
LONDON ON N6A 4K3  
Phone: (519) 679-9660

NRG Corp.  
39 Beech Street East  
P.O. Box 307  
Aylmer, ON N5H 2S1  
Attention: Mark Bristoll

File Number: 128871  
Invoice No : 68732/McCullough, Tim

October 17, 2006

Re: NRG Corp.  
Corn Ethanol Plant (Pipeline)

**SUMMARY OF THIS INVOICE**

Total Fees	\$ 4,575.00
Total Disbursements	\$ 910.34
Total GST	328.64
TOTAL	\$ 5,813.98
APPLIED FROM TRUST	0.00
TOTAL THIS INVOICE	\$ 5,813.98
TOTAL PRIOR OUTSTANDING INVOICES	\$ 0.00
TOTAL DUE AND OWING	\$ 5,813.98

**PLEASE REMIT WITH PAYMENT  
TO HARRISON PENSA LLP**

GST REGISTRATION NO: R867630543

Interest is charged based on the Courts of Justice Act at time of billing on all invoices over 30 days.

**TERMS: DUE UPON RECEIPT - Mastercard and VISA Accepted**

**HARRISON PENSA LLP, 450 Talbot Street, P.O. Box 3237, LONDON ON N6A 4K3**



**HARRISON PENZA LLP**

450 Talbot Street  
P.O. Box 3237  
LONDON ON N6A 4K3

Telephone: (519) 679-9660  
Facsimile (519) 667-3362

NRG Corp.  
39 Beech Street East  
P.O. Box 307  
Aylmer, ON N5H 2S1  
Attention: Mark Bristoll

October 17, 2006  
Invoice #: 68732

File #: 128871/McCullough, Tim  
Re: NRG Corp.  
Corn Ethanol Plant (Pipeline)

To meet with Mark and Sandy to receive instructions with respect to the property to be searched; Attending at Township office to obtain assessment maps; To attending at Registry Office for three days to search title; To compile documentation, review of searches and to chart information; To review and revise final report; To all other attendance, telephone discussions and correspondence;

<b>TOTAL FEES:</b>	\$	4,575.00
<b>Plus 6% GST</b>		<u>274.50</u>

<b>TOTAL FEES AND GST:</b>	\$	4,849.50
----------------------------	----	----------

**NON-TAXABLE DISBURSEMENTS**

Exempt Teranet Search	\$	<u>8.00</u>	
Total Non-Taxable Disbursements:			\$ 8.00

**TAXABLE DISBURSEMENTS**

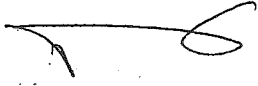
Subsearches	\$	560.00	
Photocopies	\$	64.25	
Travel Costs	\$	65.09	
Subsearch Fee	\$	200.00	
Teranet Search	\$	<u>13.00</u>	
Total Taxable Disbursements:		902.34	
Plus 6% GST		<u>54.14</u>	
Total Disbursements (INCL GST)			\$ <u>956.48</u>

<b>TOTAL DUE &amp; OWING</b>	\$	5,813.98
------------------------------	----	----------



**THIS IS OUR ACCOUNT HEREIN.**

**HARRISON PENZA LLP**

Per:   
Tim McCullough

E. & O. E.

GST REGISTRATION NO: R867630543

Interest is charged based on the Courts of Justice Act at time of billing on all invoices over 30 days.

---

**TERMS: DUE UPON RECEIPT - Mastercard and Visa Accepted**

**HARRISON PENZA LLP, 450 Talbot Street, P.O. Box 3237, LONDON ON N6A 4K3**





October 18, 2006

**Personal and Confidential**

NRG Corp.  
39 Beech Street East  
P.O. Box 307  
Aylmer, ON N5H 2S1

Attention: Mark Bristoll

Dear Mark:

**Re: Corn Ethanol Plant Pipeline Search**

Please find enclosed our account for services rendered with respect to the above referenced search, which I trust you will find satisfactory. Should you have any questions with respect to the account, please do not hesitate to contact my office.

Yours very truly,

HARRISON PENSA <sup>LLP</sup>

Tim McCullough  
TTM/gra  
Enc.

Direct Line: (519) 661-6718  
E-mail: [tmccullough@harrisonpensa.com](mailto:tmccullough@harrisonpensa.com)  
File No: 128871

714349\_1.DOC



**HARRISON PENSEA LLP**

450 Talbot Street  
P.O. Box 3237  
LONDON ON N6A 4K3  
Phone: (519) 679-9660

Natural Resource Gas Limited  
39 Beech  
Aylmer West, Ontario N5H 1A1  
Attention: Mark Bristol

File Number: 128596  
Invoice No : 72913/Israel, Robert J.

March 09, 2007

Re: Integrated Grain Processors Co-operative Inc.

**SUMMARY OF THIS INVOICE**

Total Fees	\$ 6,510.00
Total Disbursements	\$ 9.35
Total GST	<u>391.16</u>
TOTAL	\$ 6,910.51
APPLIED FROM TRUST	<u>0.00</u>
TOTAL THIS INVOICE	\$ 6,910.51
TOTAL PRIOR OUTSTANDING INVOICES	\$ <u>0.00</u>
TOTAL DUE AND OWING	\$ <u>6,910.51</u>

IGPC

PLEASE REMIT WITH PAYMENT  
TO HARRISON PENSEA LLP

36125

306250 6910.51

Regulatory/Dispute

GST REGISTRATION NO: R867630543

Interest is charged based on the Courts of Justice Act at time of billing on all invoices over 30 days.

POSTED  
698-16  
4-107

TERMS: DUE UPON RECEIPT - Mastercard and VISA Accepted

HARRISON PENSEA LLP, 450 Talbot Street, P.O. Box 3237, LONDON ON N6A 4K3



**HARRISON PENZA LLP**

450 Talbot Street  
P.O. Box 3237  
LONDON ON N6A 4K3

Telephone: (519) 679-9660  
Facsimile (519) 667-3362

Natural Resource Gas Limited  
39 Beech  
Aylmer West, Ontario N5H 1A1  
Attention: Mark Bristol

March 09, 2007  
Invoice #: 72913

File #: 128596/Israel, Robert J.  
Re: Integrated Grain Processors Co-operative Inc.

---

TO ALL PROFESSIONAL SERVICES RENDERED in connection with the above noted matter, including;

DATE	DESCRIPTION	
29 Jan 07	To receipt and review of draft agreements re IGP matter; <i>MB</i>	
29 Jan 07	To reviewing draft agreements and to call to M. Bristol; <i>MB</i>	
30 Jan 07	To meeting with M. Bristol to review comments on draft agreements; <i>MB</i>	
30 Jan 07	To conference call with Pat Moran and Mark Bristol; <i>MB</i>	
30 Jan 07	To telephone conversation with M. Bristol re 7-year agreement and construction agreement; <i>MB</i>	
30 Jan 07	To reviewing draft agreements and telephone conversation with M. Bristol; <i>MB</i>	
30 Jan 07	To reviewing draft agreements; <i>MB</i>	
31 Jan 07	To memo to A. Campbell re construction contract; <i>MB</i>	
05 Feb 07	To reviewing construction tender documents; <i>MB</i>	
06 Feb 07	To reviewing construction tender documents; <i>MB</i>	
07 Feb 07	To updating comments on draft documents; <i>MB</i>	
09 Feb 07	To reviewing comments on draft proposal / tender documents; <i>MB</i>	
<b>TOTAL FEES:</b>		\$ 6,510.00
<b>Plus 6% GST</b>		<u>390.60</u>
<b>TOTAL FEES AND GST:</b>		\$ 6,900.60




**TAXABLE DISBURSEMENTS**

Photocopies	\$	8.25	
Postage	\$	1.10	
Total Taxable Disbursements:		9.35	
Plus 6% GST		0.56	
Total Disbursements (INCL GST)			\$ 9.91
<b>TOTAL DUE &amp; OWING</b>	\$		<b>6,910.51</b>

**THIS IS OUR ACCOUNT HEREIN**

**HARRISON PENSA LLP**

Per:   
Robert J. Israel

E. & O. E.

GST REGISTRATION NO: R867630543

Interest is charged based on the Courts of Justice Act at time of billing on all invoices over 30 days.

**TERMS: DUE UPON RECEIPT - Mastercard and Visa Accepted**

**HARRISON PENSA LLP, 450 Talbot Street, P.O. Box 3237, LONDON ON N6A 4K3**



**HARRISON PENSA LLP**

450 Talbot Street  
P. O. Box 3237  
LONDON ON N6A 4K3  
Phone: (519) 679-9660

Natural Resource Gas Limited  
39 Beech  
Aylmer West, Ontario N5H 1A1  
Attention: Mark Bristol

File Number: 128596  
Invoice No : 74283/Israel, Robert J.

April 30, 2007

Re: Integrated Grain Processors Co-operative Inc. *Mos/1/2*

**SUMMARY OF THIS INVOICE**

Total Fees	\$ 420.00
Total Disbursements	\$ 3.75
Total GST	<u>25.43</u>
TOTAL	\$ 449.18
APPLIED FROM TRUST	<u>0.00</u>
TOTAL THIS INVOICE	\$ <u>449.18</u>
TOTAL PRIOR OUTSTANDING INVOICES	\$ <u>6,910.51</u>
TOTAL DUE AND OWING	\$ <u>7,359.69</u>

**PLEASE REMIT WITH PAYMENT  
TO HARRISON PENSA LLP**

GST REGISTRATION NO: R867630543

charged based on the Courts of Justice Act at time of billing on all invoices over 30 days.

*36125*  
*3062.50 449.18*  
**POSTED**  
**11-16**

**TERMS: DUE UPON RECEIPT - Mastercard and VISA Accepted**

**HARRISON PENSA LLP, 450 Talbot Street, P. O. Box 3237, LONDON ON N6A 4K3**



**HARRISON PENSA LLP**

450 Talbot Street  
P.O. Box 3237  
LONDON ON N6A 4K3

Telephone: (519) 679-9660  
Facsimile (519) 667-3362

Natural Resource Gas Limited  
39 Beech  
Aylmer West, Ontario N5H 1A1  
Attention: Mark Bristol

April 30, 2007  
Invoice #: 74283

File #: 128596/Israel, Robert J.  
Re: Integrated Grain Processors Co-operative Inc.

TO ALL PROFESSIONAL SERVICES RENDERED in connection with the above noted matter, including;

DATE	DESCRIPTION	
13 Mar 07	To receipt and review of e-mail of M. Bristol re letter of credit and call of M. Bristol re matter; to letter to M. Bristol commenting on letter of credit;	
14 Mar 07	To telephone conversation with M. Bristol re status of letter of credit issues;	
<b>TOTAL FEES:</b>		<b>\$ 420.00</b>
<b>Plus 6% GST</b>		<b>25.20</b>
<b>TOTAL FEES AND GST:</b>		<b>\$ 445.20</b>

**TAXABLE DISBURSEMENTS**

Photocopies	<u>\$ 3.75</u>	
Total Taxable Disbursements:	<u>3.75</u>	
Plus 6% GST	<u>0.23</u>	
Total Disbursements (INCL GST)		<u>\$ 3.98</u>

**TOTAL DUE & OWING** **\$ 449.18**

**THIS IS OUR ACCOUNT HEREIN**

**HARRISON PENSA LLP**

Per:

  
Robert J. Israel

E. & O. E.

GST REGISTRATION NO: R867630543

Interest is charged based on the Courts of Justice Act at time of billing on all invoices over 30 days.



HP

HARRISON PENSA  
450 Talbot Street  
P.O. Box 3237  
LONDON ON N6A 4K3

Telephone: (519) 679 9660  
Facsimile: (519) 667 3362

Natural Resource Gas Limited  
39 Beech  
Aylmer, West, Ontario N5H 1A1

July 19, 2007  
Invoice #: 76102

File #: 128596/Robert J. Israel  
RE: Integrated Grain Processors Co-operative Inc.

TO ALL PROFESSIONAL SERVICES RENDERED in connection with the above-noted matter, including:

DATE	DESCRIPTION
20-Apr-07	To telephone conversation with M. Bristol re equity re NRG;
23-Apr-07	To reviewing information received from M. Bristol
23-Apr-07	To reviewing draft documents re lender's consent, waiver agreement;
23-Apr-07	To reviewing lender agreement;
24-Apr-07	To reviewing draft consent and conference call re consent and to revising draft consent and letter to Valerie re revised consent;
25-Apr-07	To receipt and review of e-mail of V. Helbronner and telephone conversation with V. Helbronner re specific clause;
22-Jun-07	To brief review of opinion request and call to M. Bristol re matter;
26-Jun-07	To telephone conversation with M. Bristol re requested opinion;
27-Jun-07	To receipt and review of e-mail of P. Moran and letter to P. Moran re form of opinion;

Total Fees: \$ 2,940.00

Plus 6% GST 176.40

Total Fees and GST: \$ 3,116.40

#### TAXABLE DISBURSEMENTS

Photocopies	\$2.75
Total Taxable Disbursements:	2.75
Plus 6% GST:	0.17
Total Taxable Disbursements (INCL GST)	

\$ 2.92

TOTAL DUE & OWING

\$ 3,119.32

REPLACE  
NRG.

10  
DEAN  
UNITED  
TRADING  
CORP.



AYERSWOOD DEVELOPMENT CORPORATION  
 P O BOX 3117 TERMINAL A  
 London, Ontario N6A 4J4

NATURAL RESOURCE GAS LTD.  
 P.O. BOX 307  
 AYLMER, Ontario  
 N5H 2S1

Inv. #: 10089  
 Inv. Date: 08/10/2007  
 Project Code: PRO AD  
 Customer Code: NRGLIMIT  
 Page: 1

\*\*\* INVOICE \*\*\*

Harrison Pensa Invoice # 76102

2,942.75

Sub-Total..

2,942.75

FEDERAL GST (GST# 100367663RT)

176.57

Total Invoice...

3,119.32

16PC

123000

306250

POSTED  
 761-6

TENANT

\*\*\* Accounts are due upon receipt \*\*\*



HP

HARRISON PENSA

450 Talbot Street  
P.O. Box 3237  
LONDON ON N6A 4K3

Telephone: (519) 679 9660  
Facsimile: (519) 667 3362

Natural Resource Gas Limited  
39 Beech Street East  
Aylmer, ON N5H 1A1  
Attention: Mark Bristol

August 21, 2007  
Invoice #: 77118

File #: 128596/Robert J. Israel  
RE: Integrated Grain Processors Co-operative Inc.

TO ALL PROFESSIONAL SERVICES RENDERED in connection with the above-noted matter, including:

DATE	DESCRIPTION
31-Jul-07	To meeting with W. Suchard and M. Bristol re L/C issues;
3-Aug-07	To reviewing gas delivery contract and pipeline cost recovery agreement and letter to M. Bristol re delivery letter of credit provisions;
9-Aug-07	To reviewing letter to M. Bristol re security issues;
10-Aug-07	To updating letter to letter of credit issue;
16-Aug-07	To reviewing draft letter to M. Bristol;

Total Fees:	\$ 1,995.00 ✓
Plus 6% GST	119.70 ✓
Total Fees and GST:	\$ 2,114.70 ✓

TAXABLE DISBURSEMENTS

Photocopies	\$21.25 ✓
Total Taxable Disbursements:	21.25
Plus 6% GST:	1.28
Total Disbursements (INCL GST)	\$ 22.53

TOTAL DUE & OWING

\$ 2,137.23 ✓

1 GPC

30125

306250 2137.23

POSTED  
11-22-2007

RB  
09/05/07  
321 01343



THIS IS OUR ACCOUNT HEREIN

*HARRISON PENSEA LLP*

Per: 

Robert J. Israel

E. & O.E.

GST REGISTRATION NO: R867690543

Interest is charged based on the Courts of Justice Act at time of billing on all invoices over 30 days.

322 of 343

TERMS: DUE UPON RECEIPT - Mastercard and Visa Accepted

HARRISON PENSEA LLP, 450 Talbot Street, P.O. Box 3237, London ON N6A 4K3



**HP**  
HARRISON PENSA

450 Talbot Street  
P.O. Box 3237  
LONDON ON N6A 4K3

Telephone: (519) 679 9660  
Facsimile: (519) 667 3362

NRG Resources Limited  
39 Beech Street  
Aylmer, Ontario N5H 1A1

March 20, 2008  
Invoice #: 83601

File #: 130287/Robert J. Israel  
RE: Corporate & General

TO ALL PROFESSIONAL SERVICES RENDERED in connection with the above-noted matter, including:

DATE	DESCRIPTION
22-Jan-08	To telephone conversation with M. Bristol re confidentiality agreement;
23-Jan-08	To review of confidentiality agreement and letter to M. Bristol re comments;
23-Jan-08	To reviewing draft letter to M. Bristol re confidentiality letter;

Total Fees:	\$	490.00	
Plus 5% GST		24.50	
<b>Total Fees and GST:</b>			<b>\$ 514.50</b>

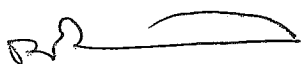
**TAXABLE DISBURSEMENTS**

Photocopies		\$0.50	
Total Taxable Disbursements:		0.50	
Plus 5% GST:		0.03	
<b>Total Disbursements (INCL GST)</b>			<b>\$ 0.53</b>


**TOTAL DUE & OWING**

**THIS IS OUR ACCOUNT HEREIN**

**HARRISON PENSA LLP**

Per:   
Robert J. Israel

E. & O.E.

POSTED  
963-8  
CH # 8105  


36125  
117500 - 490.50  
118900 - 24.53

**\$ 515.03**





June 3, 2013  
EB-2012-0406  
EB-2013-0081  
Exhibit D  
Tab 5  
17 of 25

**HP**  
**HARRISON PENSA**

450 Talbot Street  
P.O. Box 3237  
LONDON ON N6A 4K3

Telephone: (519) 679 9660  
Facsimile: (519) 667 3362

Natural Resource Gas Limited  
39 Beech  
Aylmer West, Ontario N5H 1A1

March 27, 2008  
Invoice #: 83768

File #: 128596/Robert J. Israel  
RE: Integrated Grain Processors Co-operative Inc.

TO ALL PROFESSIONAL SERVICES RENDERED in connection with the above-noted matter, including:

DATE	DESCRIPTION
7-Mar-08	To receipt and review of request of M. Bristol re L/C and telephone conversation with M. Bristol re L/C;
12-Mar-08	To telephone conversation with M. Bristol re wording of contract;
12-Mar-08	To telephone conversation with M. Bristol and review of draft amending contract;
12-Mar-08	To telephone conversation with M. Bristol re amending agreement and review of draft amending agreement;

Total Fees:	\$	735.00	
Plus 5% GST		36.75	
Total Fees and GST:	\$		771.75

TAXABLE DISBURSEMENTS

Photocopies	\$0.50	
Total Taxable Disbursements:	0.50	
Plus 5% GST:	0.03	
Total Disbursements (INCL GST):	\$	0.53

TOTAL DUE & OWING

36125

\$ 772.28

117500 - 735.50  
118900 - 36.78

17  
15K



MAY 01 2008

**HP**  
HARRISON PENSA  
450 Talbot Street  
P.O. Box 3237  
LONDON ON N6A 4K3

Telephone: (519) 679 9660  
Facsimile: (519) 667 3362

Natural Resource Gas Limited  
39 Beech  
Aylmer West, Ontario N5H 1A1

36125  
117500 - 4972.50  
118900 - 248.63

April 28, 2008  
Invoice #: 84743

File #: 135183/Scott T. Spindler  
RE: Aecon Utility Engineering

POSTED  
1002-2

### SUMMARY OF THIS INVOICE

Total Fees		\$ 4,972.50
Total Disbursements	INVOICE CHECKED	\$ 0.00
Total GST	PAYMENT APPROVED	\$ 248.63
TOTAL	PAYMENT APPROVED	\$ 5,221.13
APPLIED FROM TRUST		\$ 0.00
TOTAL THIS INVOICE		\$ 5,221.13
TOTAL PRIOR OUTSTANDING INVOICES		\$ 0.00
TOTAL DUE AND OWING:		\$ 5,221.13

PLEASE REMIT WITH PAYMENT  
TO HARRISON PENSA LLP

GST REGISTRATION NO: R867630543  
Interest is charged based on the Courts of Justice Act at time of billing on all invoices over 30 days.

TERMS: DUE UPON RECEIPT - Mastercard and Visa Accepted  
HARRISON PENSA LLP, 450 Talbot Street, P.O. Box 3237, London ON N6A 4K3



June 3, 2013  
EB-2012-0406  
EB-2013-0081  
Exhibit D  
Tab 5  
19 of 25

HP

HARRISON PENSA

450 Talbot Street  
P.O. Box 3237  
LONDON ON N6A 4K3

36125

POSTED  
1080-22

Telephone: (519) 679 9660  
Facsimile: (519) 667 3362

Natural Resource Gas Limited  
39 Beech  
Aylmer West, Ontario N5H 1A1

June 30, 2008  
Invoice #: 86596

File #: 135183/Scott T. Spindler  
RE: Aecon Utility Engineering

117500 - 227.27

118900 - 11.36

### SUMMARY OF THIS INVOICE

Total Fees	\$ 225.00
Total Disbursements	\$ 2.27
Total GST	\$ 11.36
TOTAL	\$ 238.63
APPLIED FROM TRUST	\$ 0.00
TOTAL THIS INVOICE	\$ 238.63
TOTAL PRIOR OUTSTANDING INVOICES	\$ 0.00
TOTAL DUE AND OWING:	\$ 238.63

**PLEASE REMIT WITH PAYMENT  
TO HARRISON PENSA LLP**

GST REGISTRATION NO: R867630543

Interest is charged based on the Courts of Justice Act at time of billing on all invoices over 30 days.

TERMS: DUE UPON RECEIPT - Mastercard and Visa Accepted  
HARRISON PENSA LLP, 450 Talbot Street, P.O. Box 3237, London ON N6A 4K3



June 3, 2013  
EB-2012-0406  
EB-2013-0081  
Exhibit D  
Tab 5  
20 of 25

HP

HARRISON PENZA  
450 Talbot Street  
P.O. Box 3237  
LONDON ON N6A 4K3

Telephone: (519) 679 9660  
Facsimile: (519) 667 3362

Bank of Nova Scotia  
One London Place  
255 Queens Avenue  
Suite 1200  
London, ON N6A 5R8

October 20, 2008  
Invoice #: 89782

Attention: Glen Farrow

File #: 137323/Thomas S. Robson  
RE: 1/1 Natural Resource Gas Limited (NRG)

### SUMMARY OF THIS INVOICE

Total Fees	\$ 28,888.00
Total Disbursements	\$ 407.25
Total GST	\$ <u>1,460.26</u>
TOTAL	\$ 30,755.51
APPLIED FROM TRUST	\$ <u>0.00</u>
TOTAL THIS INVOICE	\$ 30,755.51
TOTAL PRIOR OUTSTANDING INVOICES	\$ <u>0.00</u>
TOTAL DUE AND OWING:	\$ <u>30,755.51</u>

**PLEASE REMIT WITH PAYMENT  
TO HARRISON PENZA LLP**

GST REGISTRATION NO: R867630543  
Interest is charged based on the Courts of Justice Act at time of billing on all invoices over 30 days.

---

TERMS: DUE UPON RECEIPT - Mastercard and Visa Accepted  
HARRISON PENZA LLP, 450 Talbot Street, P.O. Box 3237, London ON N6A 4K3





HARRISON PENSA  
450 Talbot Street  
P.O. Box 3237  
LONDON ON N6A 4K3

Telephone: (519) 679 9660  
Facsimile: (519) 667 3362

Bank of Nova Scotia  
One London Place  
255 Queens Avenue  
Suite 1200  
London, ON N6A 5R8

October 20, 2008  
Invoice #: 89782

Attention: Glen Farrow

File #: 137323/Thomas S. Robson  
RE: l/t Natural Resource Gas Limited (NRG)

TO ALL PROFESSIONAL SERVICES RENDERED in connection with the above-noted matter, including:

DATE	DESCRIPTION
11-Jun-08	To obtaining corporate reports
11-Jun-08	Correspondence from client; Correspondence from client; Memo to file; Reviewed Credit Submissions; Reviewed search results; Correspondence from and to client;
13-Jun-08	Correspondence from client; Memo to file; Prepare Commitment Letter
16-Jun-08	Correspondence from client; Telephone call to client; Memo to file;
17-Jun-08	Telephone call from Borrower's agent; Prepared Commitment
17-Jun-08	Research - UCP 500
18-Jun-08	Telephone call to client; Memo to file; Correspondence to client;
19-Jun-08	Correspondence from client; Telephone call to client; Telephone call from client; Memo to file; Correspondence to client; Amended Commitment;
23-Jun-08	Correspondence from client; Correspondence from client; Telephone call to client; Correspondence to client; Amended Commitment;
25-Jun-08	Correspondence from client; Correspondence from client; Correspondence to client;
4-Jul-08	Telephone call from opposing lawyer; Document - Credit Agreement;
7-Jul-08	Telephone call to client; Telephone call from client; Telephone call to client; Memo to file; Document - Credit Agreement;
8-Jul-08	Correspondence to client; Correspondence from client; Memo to file; Document - Credit Agreement;
9-Jul-08	Preparation of Agreement; Correspondence to client; Correspondence from client; Memo to file; Document - Credit Agreement;



DATE	DESCRIPTION
9-Jul-08	To conducting PPSA and Bank Act searches;
10-Jul-08	Document - Credit Agreement;
11-Jul-08	Correspondence from client; Memo to file; Correspondence to client; Document - Credit Agreement; Reviewed Pipeline Cost Recovery Agreement;
15-Jul-08	Telephone call from client;
15-Jul-08	Telephone call from client; Correspondence from client; Telephone call to client; Telephone call to client; Memo to file; Correspondence to client;
16-Jul-08	Correspondence from client; Memo to file; Correspondence to client; Correspondence from client; Telephone call to opposing lawyer; Telephone call to opposing lawyer; Telephone call from opposing lawyer; Correspondence from opposing lawyer; Correspondence to client; Telephone call from client; Correspondence to opposing lawyer; Correspondence to opposing lawyer; Amended Credit Agreement; Schedule to Credit Agreement;
17-Jul-08	Correspondence from client; Correspondence to client; Correspondence from client; Memo to file; Correspondence from opposing lawyer; Telephone call to opposing lawyer; Reviewed Societe Generale Direction to Pay;
21-Jul-08	Document - Assignment Agreement;
23-Jul-08	Correspondence from client; Correspondence from client; Telephone call to opposing lawyer; Telephone call from opposing lawyer; Correspondence to client; Telephone call from Lawrence (Societe Generale); Amended Assignment Agreement; Document - letter of Direction to Societe Generale (Soc Gen);
25-Jul-08	Telephone call from opposing lawyer; Telephone call to opposing lawyer;
28-Jul-08	Telephone call to client; Telephone call from client; Correspondence from client; Correspondence from client;
29-Jul-08	Correspondence from client; Correspondence to opposing lawyer; Correspondence to client; Telephone call from client; Correspondence from client; Correspondence to client; Telephone call to client; Memo to file; Correspondence to opposing lawyer; Amend Credit Agreement; Document-Shareholders Subordination Agreement;
5-Aug-08	Correspondence from client; Telephone call to client;
18-Aug-08	Correspondence from client; Review of file; Correspondence to client; Correspondence from client; Correspondence from client; Correspondence to opposing lawyer; Doc - SOC GEN Letter of Direction;
19-Aug-08	Telephone call to opposing lawyer; Telephone call to client; Telephone call from client; Telephone call from opposing lawyer; Review of file; Review of file;
20-Aug-08	Correspondence from client; Correspondence from opposing lawyer; Telephone call to opposing lawyer; Correspondence to opposing lawyer; Telephone call to client; Document - Assignment of Material Contracts;
21-Aug-08	Correspondence from opposing lawyer; Telephone call to opposing lawyer; Memo to file; Correspondence to opposing lawyer; Amended Assignment of Material Agreements;
2-Sep-08	Correspondence from client; Telephone call to client; Correspondence to client; Correspondence from client; Amended Credit Agreement;
4-Sep-08	To look for assignment clauses precedent



DATE	DESCRIPTION
4-Sep-08	Correspondence from client;Telephone call to client;Telephone call from client;Correspondence to client;Correspondence from client;Correspondence to opposing lawyer;Correspondence from opposing lawyer;Correspondence to client; Amended Credit Agreement;
5-Sep-08	Correspondence from client;Correspondence to client;Correspondence from client;Telephone call to opposing lawyer;Correspondence to opposing lawyer;Reviewed Assignment Agreement; Amended Assignment of Material Agreements
18-Sep-08	Correspondence from client;
23-Sep-08	Correspondence from client;Correspondence from client;
24-Sep-08	Review of file;Telephone call to opposing lawyer;Telephone call to client;Telephone call from client;Telephone call from opposing lawyer;Telephone call to opposing lawyer;Memo to file;Correspondence from opposing lawyer;Telephone call to opposing lawyer;Telephone call to client;
25-Sep-08	Review of file;Correspondence to opposing lawyer;Telephone call from opposing lawyer;Correspondence to opposing lawyer; Reviewed signed loan documents;
26-Sep-08	Review of consent and acknowledgement. Call from Borrower. Call to Client. Review of Letter of Direction. Review of Amendment to Consent and Acknowledgment. Call to counsel for Borrower.
26-Sep-08	Call from client.
30-Sep-08	Correspondence from borrower. Correspondence to client. Correspondence to borrower's counsel. Correspondence to borrower. Correspondence to client. Correspondence to Borrower.
1-Oct-08	Call from Borrower. Draft correspondence to client.
2-Oct-08	Review of Consent to Acknowledgment, Amendment No. 1 and Side Agreements. Draft and edit of report to Glen Farrow to summarize agreements. Call from Borrower. Draft correspondence to client.
3-Oct-08	Call from client. Call from and to Borrower. Call to counsel for Soc Gen;
3-Oct-08	Receipt and review of consent. Draft correspondence to client. Call to Borrower.
3-Oct-08	Review of revised amendment. Cross reference with previous draft. Report to client.
3-Oct-08	Call from and to Borrower.
6-Oct-08	Call from and to client.
6-Oct-08	Call from and to Borrower. Call to counsel for Soc Gen;
6-Oct-08	Correspondence from Soc Gen. Correspondence to Client.
6-Oct-08	Call from Borrower.
6-Oct-08	Draft and edit of credit agreement.
6-Oct-08	Call from client. Draft correspondence to the Borrower.
7-Oct-08	Review of credit agreement. Draft and edit of credit agreement.
7-Oct-08	Correspondence from client. Amend credit agreement. Draft and edit of correspondence to client.



DATE	DESCRIPTION
9-Oct-08	Call from and to client. Call from and to Borrower. Prepare documentation for closing. Meeting with clients to attend to closing. Call to and from Borrower. Correspondence to opposing counsel.
9-Oct-08	Call from and to Borrower.
9-Oct-08	Call from Borrower. Call to Borrower's counsel. Call to client. Correspondence to counsel for Soc Gen. Correspondence to counsel for Soc Gen. Correspondence to client.
9-Oct-08	Call from Mark Bristoll.
10-Oct-08	Correspondence to client.
10-Oct-08	Call from Borrower.
14-Oct-08	Correspondence to counsel for Borrower.

Total Fees:	\$	28,888.00	
Plus 5% GST		<u>1,444.40</u>	
<b>Total Fees and GST:</b>			<b>\$ <u>30,332.40</u></b>

#### NON-TAXABLE DISBURSEMENTS

Cyberbahn - Government Disbs	\$82.00
Insolvency Search, Exempt	<u>\$8.00</u>
<b>Total Non-Taxable Disbursements:</b>	<b>90.00</b>

#### TAXABLE DISBURSEMENTS

Bank Act Searches	\$16.00
Cyberbahn - Certificate of Status	\$10.00
Cyberbahn - Corporate Profile	\$10.00
Cyberbahn - PPSA	\$50.00
Photocopies	\$230.00
Postage	\$0.52
Telecopier/Facsimile	<u>\$0.73</u>
<b>Total Taxable Disbursements:</b>	<b>317.25</b>
<b>Plus 5% GST:</b>	<b><u>15.86</u></b>
<b>Total Disbursements (INCL GST)</b>	<b>\$ <u>423.11</u></b>

<b>TOTAL DUE &amp; OWING</b>	<b>\$ <u>30,755.51</u></b>
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THIS IS OUR ACCOUNT HEREIN

*HARRISON PENSEA LLP*

Per: \_\_\_\_\_  
Thomas S. Robson

E. & O.E.

GST REGISTRATION NO: R867630543

Interest is charged based on the Courts of Justice Act at time of billing on all invoices over 30 days.

TERMS: DUE UPON RECEIPT - Mastercard and Visa Accepted  
HARRISON PENSEA LLP, 450 Talbot Street, P.O. Box 3237, London ON N6A 4K3

332 of 343



# Reconciliation Final

June 3, 2013  
EB-2012-0406  
EB-2012-0081  
Exhibit D  
Tab 6

**Project** NRG Aylmer  
**Date of Estimate** 27-Jun-08  
**Purpose of Estimate** NPS 6" Pipeline  
**Construction Year** 2008  
**Size** 6"  
**Length** 28.5km  
**In Service Date** 15-Jul-08

	Cost to Date	Contingencies	Total Cost
Project Management			
Pre December 2007	130,125	-	130,125
December 07	11,136	-	11,136
January 08	25,001	-	25,001
February 08	21,535	-	21,535
March 08	34,810	-	34,810
April 08	18,143	-	18,143
May 08	13,865	-	13,865
June 08	31,565	-	31,565
July 08	24,928	-	24,928
August 08	25,075	-	25,075
September 08	21,535	-	21,535
October 08	22,568	-	22,568
MIG Engineering	178,474	-	178,474
MIG Engineering - Approved Change Orders	113,196	25,000	138,196
<b>Sub-total</b>	<b>671,954</b>	<b>25,000</b>	<b>696,954</b>

380284



**Natural Resource Gas Limited  
Integrated Grain Processors Co-Operative Inc.  
Billing Summary**

Filed: June 3, 2013

EB-2012-0406

EB-2013-0081

Exhibit C

Tab 7

1 of 1

Date	Month	Hours Rate	Cost	Cumulative Cost	Days	Prime	Premium	Interest Rate	Interest	Cumulative Interest
	Jun-06 Total		\$ 4,130.00						24.39	
	Jul-06 Total		\$ 472.00						38.12	
	Aug-06 Total		\$ 4,012.00						16.64	
	Sep-06 Total		\$ 19,012.75						130.57	
	Oct-06 Total		\$ 7,168.50						200.78	
	Nov-06 Total		\$ 9,572.75						252.77	
	Dec-06 Total		\$ 33,851.25						467.64	
	Jan-07 Total		\$ 10,044.75						531.05	
	Feb-07 Total		\$ 1,003.00						556.20	
	Mar-07 Total		\$ 6,254.00						725.50	
	Apr-07 Total		\$ 6,342.50						577.28	
	May-07 Total		\$ 1,032.50						1,284.67	
	Jun-07 Total		\$ 8,053.50						145.74	
	Jul-07 Total		\$ 5,900.00						870.08	
	Aug-07 Total		\$ 3,392.50						1,106.55	
	Sep-07 Total		\$ 2,861.50						643.87	
	Oct-07 Total		\$ 3,628.50						901.15	
	Nov-07 Total		\$ 3,392.50						1,011.94	
	Dec-07 Total		\$ 11,136.25						864.48	
	Jan-08 Total		\$ 25,001.25						1,099.15	
	Feb-08 Total		\$ 21,535.00						1,157.25	
	Mar-08 Total		\$ 34,810.00						1,379.85	
	Apr-08 Total		\$ 18,142.50						1,443.90	
	May-08 Total		\$ 13,865.00						1,514.07	
	Jun-08 Total		\$ 31,565.00						1,604.53	
	Jul-08 Total		\$ 24,927.50						1,820.74	
	Aug-08 Total		\$ 25,075.00						1,988.75	
	Sep-08 Total		\$ 21,535.00						2,042.20	
	Oct-08 Total		\$ 22,567.50						2,067.80	
	Grand Total		\$380,284.50						26,467.65	

130,125



Filed: June 3, 2013

EB-2012-0406

EB-2013-0081

Exhibit D

Tab 9

1 of 1

# Invoice



**MIG ENGINEERING LTD.**

453 CHRISTINA ST. N. SARNIA, ONTARIO N7T 5W3  
TELEPHONE: (519) 337-8000 • FAX: (519) 337-8001

March 5, 2009

Project No: 10348.00

Invoice No: 0025653

IGPC Energy  
Natural Resource Gas Ltd.  
39 Beech Street East  
Aylmer, ON N5H 3H6  
Attn: Mark Bristol President

RECEIVED MAR - 6 2009

Project: 10348.00 Ethanol Plant Pipeline Const'n - Aylmer  
Contract and Project Management Services.

Professional services from February 15, 2009 to February 28, 2009

## Fee

Phase	Fee	Percent Complete	Earned
<b>PROJECT SERVICES</b>			
Project Manager	24,000.00	98.90	23,736.00
Construction Administration	55,412.00	99.50	55,134.94
Testing and commissioning	8,156.00	100.00	8,156.00
Record Drawings	8,548.00	85.00	7,265.80
Handover	2,956.00	0.00	0.00
Primary Inspection	60,800.00	100.00	60,800.00
Disbursements	23,980.80	98.50	23,621.09
<b>EXTRAS</b>			
Non-destructive Testing (estimated incl. 10%)	184,118.00	115.04	211,809.35
<b>APPROVED CHANGE ORDERS</b>			
Inspection - Kettle Creek			1,826.00
Additional Inspector - 5.5 weeks			27,376.25
Inspection OT			21,810.07
Additional Commissioning/Maintenance			21,666.08
Additional NDE			39,652.80
Water Sampling			864.33
Total Fee	481,166.33	Total Earned	503,718.71
		Previous Fee Billing	502,316.60
		Current Fee Billing	1,402.11
		Total Fee	1,402.11

## Taxes

MIG GST #89079 4035 RT0001  
Total Taxes

5.00% of 1,402.11

70.11

70.11

70.11

Total this invoice

\$1,472.22



**NATURAL RESOURCE GAS LIMITED**  
**IGPC Project Interest Summary**  
**As of October 28, 2008**

✓

1,093,289.94

190,605.07

Consultant	Invoice Number	Date	Status	NRG Direct	GST	Total Amount	Days	Aid-to-Construct Payment	Net Cumulative Total	Prime	Premium	Interest Rate	Interest	Cumulative Interest
Alken & Associates	618-2006	30-Jun-06	✓	480.00	33.60	513.60	0	-	513.60	6.00%	2.00%	8.00%	0	-
Ogilvy Renault LLP	633876	13-Jul-06	✓	9,601.19	576.07	10,177.26	13	-	10,690.86	6.00%	2.00%	8.00%	44.52	44.52
NRG Corp.	915	1-Aug-06	✓	1,046.25	-	1,046.25	19	-	11,737.11	6.00%	2.00%	8.00%	38.73	83.25
Ogilvy Renault LLP	642776	16-Aug-06	✓	2,088.75	125.33	2,214.08	15	-	13,951.19	6.00%	2.00%	8.00%	92.28	175.54
Ogilvy Renault LLP	648629	15-Sep-06	✓	1,282.52	76.95	1,359.47	30	-	15,310.66	6.00%	2.00%	8.00%	-	175.54
Ogilvy Renault LLP	648627	15-Sep-06	✓	21.25	1.28	22.53	-	-	15,333.18	6.00%	2.00%	8.00%	40.79	216.33
AUE - Aecon Utility Engineering	262	27-Sep-06	✓	4,800.00	288.00	5,088.00	12	-	20,421.18	6.00%	2.00%	8.00%	-	216.33
Harrison Pensa LLP	68035	27-Sep-06	✓	1,796.00	107.76	1,903.76	-	-	22,324.94	6.00%	2.00%	8.00%	14.82	231.15
Alken & Associates	632-2006	30-Sep-06	✓	1,162.50	69.75	1,232.25	3	-	23,557.19	6.00%	2.00%	8.00%	67.78	298.93
Aid-to-Construct Receipt		13-Oct-06		-	-	-	13	130,000.00	(106,442.81)	6.00%	2.00%	8.00%	(93.06)	205.87
Harrison Pensa LLP	68732	17-Oct-06	✓	5,485.34	329.12	5,814.46	4	-	(100,628.35)	6.00%	2.00%	8.00%	-	205.87
Ogilvy Renault LLP	655972	17-Oct-06	✓	2,036.25	122.18	2,158.43	-	-	(98,469.92)	6.00%	2.00%	8.00%	-	205.87
Ogilvy Renault LLP	655974	17-Oct-06	✓	33,292.07	1,997.52	35,289.59	-	-	(63,180.33)	6.00%	2.00%	8.00%	(110.42)	95.45
AUE - Aecon Utility Engineering	283	25-Oct-06	✓	35,100.00	2,106.00	37,206.00	8	-	(25,974.33)	6.00%	2.00%	8.00%	(34.03)	61.42
Alken & Associates	635-2006	31-Oct-06	✓	468.75	28.13	496.88	6	-	(25,477.45)	6.00%	2.00%	8.00%	-	61.42
TSSA Total	P0610-185	31-Oct-06	✓	750.00	45.00	795.00	-	-	(24,682.45)	6.00%	2.00%	8.00%	(75.55)	14.13
Ogilvy Renault LLP	673462	14-Nov-06	✓	17,675.24	1,059.02	18,734.26	14	-	(5,948.19)	6.00%	2.00%	8.00%	(3.92)	18.05
Ogilvy Renault LLP	665207	17-Nov-06	✓	17,342.71	1,040.56	18,383.27	3	-	12,435.08	6.00%	2.00%	8.00%	8.16	9.89
Martin Malette	2378	20-Nov-06	✓	291.74	17.50	309.24	3	-	12,744.32	6.00%	2.00%	8.00%	5.58	4.31
AUE - Aecon Utility Engineering	303	22-Nov-06	✓	42,225.00	2,533.50	44,758.50	2	-	57,502.82	6.00%	2.00%	8.00%	113.42	109.12
Lobservateur	1780	1-Dec-06	✓	1,935.00	116.10	2,051.10	9	-	59,553.92	6.00%	2.00%	8.00%	13.08	122.19
The London Free Press Total	1.34E+10	2-Dec-06	✓	7,585.20	455.11	8,040.31	1	-	67,594.24	6.00%	2.00%	8.00%	163.26	285.45
FKS Land Surveyors	06-426	13-Dec-06	✓	60,917.50	3,655.05	64,572.55	11	-	132,166.79	6.00%	2.00%	8.00%	464.49	749.94
Alken & Associates	642-2006	29-Dec-06	✓	1,262.04	75.72	1,337.76	16	-	133,504.55	6.00%	2.00%	8.00%	58.85	808.80
AUE - Aecon Utility Engineering	315	31-Dec-06	✓	67,842.88	4,070.57	71,913.45	2	-	205,418.00	6.00%	2.00%	8.00%	-	808.80
Viva Voce Reporting Ltd. Total	1805	31-Dec-06	✓	2,195.31	131.72	2,327.03	-	-	207,745.03	6.00%	2.00%	8.00%	777.08	1,585.87
Ogilvy Renault LLP	680927	17-Jan-07	✓	33,570.46	2,013.86	35,584.32	17	-	243,329.35	6.00%	2.00%	8.00%	53.68	1,639.55
Senes Consultants Ltd. Total	21965	18-Jan-07	✓	13,546.92	812.82	14,359.74	1	-	257,689.09	6.00%	2.00%	8.00%	227.36	1,866.91
A.S.A.P. Reporting Services	181	22-Jan-07	✓	1,081.00	64.86	1,145.86	4	-	258,834.95	6.00%	2.00%	8.00%	628.54	2,495.45
Alken & Associates	705-2007	2-Feb-07	✓	2,406.50	144.39	2,550.89	11	-	261,385.84	6.00%	2.00%	8.00%	231.35	2,726.80
Ogilvy Renault LLP	687364	6-Feb-07	✓	25,254.51	1,514.53	26,769.04	4	-	288,154.88	6.00%	2.00%	8.00%	637.55	3,364.35
Aid-to-Construct Receipt		16-Feb-07		-	-	-	10	100,000.00	188,154.88	6.00%	2.00%	8.00%	167.91	3,532.26
A.S.A.P. Reporting Services	304	20-Feb-07	✓	1,095.00	65.70	1,160.70	4	-	189,315.58	6.00%	2.00%	8.00%	-	3,532.26
AUE - Aecon Utility Engineering	347	20-Feb-07	✓	106,800.25	6,408.02	113,208.27	-	-	302,523.84	6.00%	2.00%	8.00%	402.48	3,934.74
Aid-to-Construct Receipt		26-Feb-07		-	-	-	6	181,454.00	121,069.84	6.00%	2.00%	8.00%	27.40	3,962.14
A.S.A.P. Reporting Services	366	27-Feb-07	✓	150.00	9.00	159.00	1	-	121,228.84	6.00%	2.00%	8.00%	219.51	4,181.65
Ogilvy Renault LLP	695597	7-Mar-07	✓	3,218.15	192.71	3,410.86	8	-	124,639.70	6.00%	2.00%	8.00%	56.47	4,238.12
Harrison Pensa LLP	72913	9-Mar-07	✓	6,519.35	391.16	6,910.51	2	-	131,550.21	6.00%	2.00%	8.00%	357.14	4,595.26
FKS Land Surveyors	07-040	21-Mar-07	✓	11,200.00	672.00	11,872.00	12	-	143,422.21	6.00%	2.00%	8.00%	227.10	4,822.36
AUE - Aecon Utility Engineering	364	28-Mar-07	✓	38,744.50	2,324.67	41,069.17	7	-	184,491.38	6.00%	2.00%	8.00%	82.99	4,905.34
Alken & Associates	712-2007	30-Mar-07	✓	656.25	39.38	695.63	2	-	185,187.01	6.00%	2.00%	8.00%	458.30	5,363.65
Ogilvy Renault LLP	703732	10-Apr-07	✓	15,428.23	925.04	16,353.27	11	-	201,540.28	6.00%	2.00%	8.00%	317.44	5,681.09
A.S.A.P. Reporting Services	567	17-Apr-07	✓	5,149.75	308.99	5,458.74	7	-	206,999.01	6.00%	2.00%	8.00%	139.84	5,820.94
Aid-to-Construct Receipt		20-Apr-07		-	-	-	3	130,159.06	76,839.95	6.00%	2.00%	8.00%	90.59	5,911.52
AUE - Aecon Utility Engineering	377	25-Apr-07	✓	420.00	25.20	445.20	5	-	77,285.15	6.00%	2.00%	8.00%	91.17	6,002.70
Harrison Pensa LLP	74283	30-Apr-07	✓	423.75	25.43	449.18	5	-	77,734.33	6.00%	2.00%	8.00%	256.95	6,259.64
Ogilvy Renault LLP	712635	14-May-07	✓	20,165.98	1,209.84	21,375.82	14	-	99,110.15	6.00%	2.00%	8.00%	392.61	6,652.25
Aid-to-Construct Receipt		31-May-07		-	-	-	17	73,898.33	25,211.82	6.00%	2.00%	8.00%	-	6,652.25
Alken & Associates	719-2007	31-May-07	✓	75.00	4.50	79.50	-	-	25,291.32	6.00%	2.00%	8.00%	-	6,652.25
AUE - Aecon Utility Engineering	397	31-May-07	✓	795.00	47.70	842.70	-	-	26,134.02	6.00%	2.00%	8.00%	57.49	6,709.74
Stantec Consulting	241010	8-Jun-07	✓	3,409.56	204.57	3,614.13	8	-	29,748.15	6.00%	2.00%	8.00%	23.97	6,733.72
AUE - Aecon Utility Engineering	283	11-Jun-07	✓	425.50	25.53	451.03	3	-	30,199.18	6.00%	2.00%	8.00%	-	6,733.72
Ogilvy Renault LLP	719545	11-Jun-07	✓	6,131.25	367.88	6,499.13	-	-	36,698.31	6.00%	2.00%	8.00%	152.31	6,886.02
AUE - Aecon Utility Engineering	415	27-Jun-07	✓	127.50	7.65	135.15	16	-	36,833.46	6.00%	2.00%	8.00%	9.58	6,895.61
Neal, Pallett & Townsend	25378	28-Jun-07	✓	2,014.00	100.70	2,114.70	1	-	38,948.16	6.00%	2.00%	8.00%	10.05	6,905.66
Stantec Consulting	245954	29-Jun-07	✓	2,500.42	150.03	2,650.45	1	-	41,598.61	6.00%	2.00%	8.00%	148.83	7,054.49
Lenczner Slaght Royce	69539	13-Jul-07	✓	23,003.25	1,380.20	24,383.45	14	-	65,982.06	6.25%	2.00%	8.25%	-	7,054.49
Ogilvy Renault LLP	728429	13-Jul-07	✓	44,487.09	2,673.88	47,160.97	-	-	113,143.03	6.25%	2.00%	8.25%	489.02	7,543.51
Alken & Associates	725-2007	31-Jul-07	✓	375.00	22.50	397.50	18	-	113,540.53	6.25%	2.00%	8.25%	273.68	7,817.20
Harrison Pensa LLP	10089	10-Aug-07	✓	2,942.75	176.57	3,119.32	10	-	116,659.85	6.25%	2.00%	8.25%	196.95	8,014.14
Stantec Consulting	254306	17-Aug-07	✓	4,632.55	277.95	4,910.50	7	-	121,570.35	6.25%	2.00%	8.25%	117.16	8,131.30
Harrison Pensa LLP	77118	21-Aug-07	✓	2,016.25	120.98	2,137.23	4	-	123,707.58	6.25%	2.00%	8.25%	-	8,131.30
Ogilvy Renault LLP	737740	21-Aug-07	✓	13,976.84	838.05	14,814.89	-	-	138,522.47	6.25%	2.00%	8.25%	33.15	8,164.45
AUE - Aecon Utility Engineering	447	22-Aug-07	✓	6,075.00	351.00	6,426.00	1	-	144,948.47	6.25%	2.00%	8.25%	726.76	8,891.21
Ogilvy Renault LLP	741945	12-Sep-07	✓	831.25	49.88	881.13	21	-	145,829.60	6.25%	2.00%	8.25%	489.60	9,380.81
AUE - Aecon Utility Engineering	468	26-Sep-07	✓	13,172.00	469.92	13,641.92	14	-	159,471.52	6.25%	2.00%	8.25%	343.49	9,724.29
Aid-to-Construct Receipt		5-Oct-07		-	-	-	9	23,643.43	135,828.09	6.25%	2.00%	8.25%	197.39	9,921.69
Ogilvy Renault LLP	748630	11-Oct-07	✓	8,806.86	528.41	9,335.27	6	-	145,163.36	6.25%	2.00%	8.25%	455.70	10,377.38
AUE - Aecon Utility Engineering	495	24-Oct-07	✓	14,051.00	320.40	14,371.40	13	-	159,534.76	6.25%	2.00%	8.25%	192.02	10,569.41



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1,093,289.94

190,605.07

Consultant	Invoice Number	Date	Status	NRG Direct	GST	Total Amount	Days	Aid-to-Construct Payment	Net Cumulative Total	Prime	Premium	Interest Rate	Interest	Cumulative Interest
Lakeside Steel Corporation		29-Oct-07	✓	859,800.00	51,588.00	911,388.00	5		1,070,922.76	6.25%	2.00%	8.25%	977.79	11,547.19
Aid-to-Construct Receipt		2-Nov-07	✓				4	23,130.12	1,047,792.64	6.25%	2.00%	8.25%	1,676.08	13,223.27
Ogilvy Renault LLP	756818	9-Nov-07	✓	377.92	22.68	400.60	7		1,048,193.24	6.25%	2.00%	8.25%	2,639.00	15,862.27
AUE - Aecon Utility Engineering	525	20-Nov-07	✓	21,563.00	549.00	22,112.00	11		1,070,305.24	6.25%	2.00%	8.25%	2,209.53	18,071.81
Lenczner Slaght Royce	71966	29-Nov-07	✓	47,949.79	2,849.39	50,799.18	9		1,121,104.42	6.25%	2.00%	8.25%	2,059.88	20,131.69
Ogilvy Renault LLP	765103	7-Dec-07	✓	375.00	22.50	397.50	8		1,121,501.92	6.00%	2.00%	8.00%	1,501.33	21,633.01
Canadian Pacific Railway	2E+09	13-Dec-07	✓	650.00	32.50	682.50	6		1,122,184.42	6.00%	2.00%	8.00%	4,512.59	26,145.61
AUE - Aecon Utility Engineering	552	31-Dec-07	✓	17,705.57	241.08	17,946.65	18		1,140,131.07	6.00%	2.00%	8.00%	5,368.07	31,513.68
Ogilvy Renault LLP	775418	21-Jan-08	✓	1,976.50	98.83	2,075.33	21		1,142,206.40	6.00%	2.00%	8.00%	514.51	32,028.18
AUE - Aecon Utility Engineering	571	23-Jan-08	✓	12,456.63	176.43	12,633.06	2		1,154,839.46	5.75%	2.00%	7.75%	2,268.06	34,296.24
The Municipality of Thames Centre	02/08	1-Feb-08	✓	2,175.00		2,175.00	9		1,157,014.46	5.75%	2.00%	7.75%	1,770.65	36,066.89
Stantec Consulting	288433	8-Feb-08	✓	6,857.46	342.87	7,200.33	7		1,164,214.79	5.75%	2.00%	7.75%	1,274.27	37,341.16
Ogilvy Renault LLP	782617	13-Feb-08	✓	2,875.00	143.75	3,018.75	5		1,167,233.54	5.75%	2.00%	7.75%	1,790.36	39,131.52
AUE - Aecon Utility Engineering	591	20-Feb-08	✓	35,140.00	1,757.00	36,897.00	7		1,204,130.54	5.75%	2.00%	7.75%	1,847.86	40,979.38
Lenczner Slaght Royce	73976	27-Feb-08	✓	21,007.93	1,050.40	22,058.33	7		1,226,188.87	5.75%	2.00%	7.75%	538.11	41,517.49
Stantec Consulting	292497	29-Feb-08	✓	5,603.24	280.16	5,883.40	2		1,232,072.27	5.75%	2.00%	7.75%	270.42	41,787.91
The Municipality of Thames Centre	03/08	1-Mar-08	✓	9,300.00		9,300.00	1		1,241,372.27	5.75%	2.00%	7.75%	2,996.97	44,784.88
Ogilvy Renault LLP	790238	12-Mar-08	✓	9,628.69	481.43	10,110.12	11		1,251,482.39	5.25%	2.00%	7.25%	1,287.39	46,072.27
Kettle Creek Conservation Authority		17-Mar-08	✓	500.00	25.00	525.00	5		1,252,007.39	5.25%	2.00%	7.25%	-	46,072.27
Lenczner Slaght Royce	74245	17-Mar-08	✓	69,327.21	3,466.36	72,793.57	-		1,324,800.96	5.25%	2.00%	7.25%	-	46,072.27
Upper Thames River Conservation Authority		17-Mar-08	✓	10,300.00		10,300.00	-		1,335,100.96	5.25%	2.00%	7.25%	-	46,072.27
Upper Thames River Conservation Authority		17-Mar-08	✓	500.00		500.00	-		1,335,600.96	5.25%	2.00%	7.25%	274.44	46,346.71
Catfish Creek Conservation Authority		18-Mar-08	✓	100.00	5.00	105.00	1		1,335,705.96	5.25%	2.00%	7.25%	549.03	46,895.75
Harrison Pensa LLP	83601	20-Mar-08	✓	490.50	24.53	515.03	2		1,336,220.99	5.25%	2.00%	7.25%	1,648.37	48,544.12
AUE - Aecon Utility Engineering	613	26-Mar-08	✓	25,289.74	1,264.49	26,554.23	6		1,362,775.21	5.25%	2.00%	7.25%	-	48,544.12
MIG Engineering Ltd.	24931	26-Mar-08	✓	10,885.14	544.26	11,429.40	-		1,374,204.61	5.25%	2.00%	7.25%	-	48,544.12
The Township of Malahide Total		26-Mar-08	✓	21,160.00		21,160.00	-		1,395,364.61	5.25%	2.00%	7.25%	286.80	48,830.92
Harrison Pensa LLP	83768	27-Mar-08	✓	735.50	36.78	772.28	1		1,396,136.88	5.25%	2.00%	7.25%	287.01	49,117.94
Purolator	4.02E+08	28-Mar-08	✓	17.51	0.88	18.39	1		1,396,155.27	5.25%	2.00%	7.25%	-	49,117.94
Stantec Consulting	292988	28-Mar-08	✓	3,325.53	166.28	3,491.81	1		1,399,647.08	5.25%	2.00%	7.25%	-	49,117.94
The Corporation of the County of Elgin		28-Mar-08	✓	400.00		400.00	-		1,400,047.08	5.25%	2.00%	7.25%	-	49,117.94
The Corporation of the County of Elgin		28-Mar-08	✓	400.00		400.00	-		1,400,447.08	5.25%	2.00%	7.25%	863.78	49,981.72
Helix Courier Limited	67106	31-Mar-08	✓	132.79	6.64	139.43	3		1,400,586.51	5.25%	2.00%	7.25%	288.13	50,269.85
The Municipality of Thames Centre	04/08	1-Apr-08	✓	3,425.00		3,425.00	1		1,404,011.51	5.25%	2.00%	7.25%	866.59	51,136.44
Ayerswood Development Corporation	10137	4-Apr-08	✓	194.51	9.73	204.24	3		1,404,215.74	5.25%	2.00%	7.25%	-	51,136.44
Purolator	4.02E+08	4-Apr-08	✓	35.02	1.75	36.77	-		1,404,252.51	5.25%	2.00%	7.25%	2,890.84	54,027.28
Ogilvy Renault LLP	798316	14-Apr-08	✓	2,187.50	109.38	2,296.88	10		1,406,549.39	5.25%	2.00%	7.25%	-	54,027.28
Robert B. Somerville Co. Limited	08 008 01	14-Apr-08	✓	163,593.97	8,179.70	171,773.67	-		1,578,323.06	5.25%	2.00%	7.25%	324.23	54,351.51
COMCO Pipe & Supply Company	841233	15-Apr-08	✓	4,366.40	218.32	4,584.72	1		1,582,907.78	5.25%	2.00%	7.25%	650.42	55,001.93
C.R. Wall & Co. Inc.	SI-55773	17-Apr-08	✓	26,370.58	1,220.86	27,591.44	2		1,610,499.22	5.25%	2.00%	7.25%	1,654.09	56,656.02
MIG Engineering Ltd.	24975	22-Apr-08	✓	6,708.66	335.43	7,044.09	5		1,617,543.31	5.25%	2.00%	7.25%	-	56,656.02
MIG Engineering Ltd.	24976	22-Apr-08	✓	24,072.30	1,203.62	25,275.92	-		1,642,819.23	5.25%	2.00%	7.25%	337.57	56,993.59
AUE - Aecon Utility Engineering	637	23-Apr-08	✓	15,043.93	752.20	15,796.13	1		1,658,615.36	4.75%	2.00%	6.75%	317.27	57,310.86
COMCO Pipe & Supply Company	841817	24-Apr-08	✓	3,645.00	182.25	3,827.25	1		1,662,442.61	4.75%	2.00%	6.75%	-	57,310.86
KTI Limited	59686	24-Apr-08	✓	11,448.00	530.00	11,978.00	-		1,674,420.61	4.75%	2.00%	6.75%	-	57,310.86
KTI Limited	59687	24-Apr-08	✓	10,130.40	469.00	10,599.40	-		1,685,020.01	4.75%	2.00%	6.75%	1,288.85	58,599.71
Harrison Pensa LLP	84743	28-Apr-08	✓	4,972.50	248.63	5,221.13	4		1,690,241.13	4.75%	2.00%	6.75%	323.42	58,923.13
COMCO Pipe & Supply Company	842010	29-Apr-08	✓	25,513.57	1,275.68	26,789.25	1		1,717,030.38	4.75%	2.00%	6.75%	985.29	59,908.41
MIG Engineering Ltd.	24979	2-May-08	✓	28,374.71	1,418.74	29,793.45	3		1,746,823.82	4.75%	2.00%	6.75%	1,670.61	61,579.02
Lenczner Slaght Royce	74952	7-May-08	✓	57,844.13	2,892.21	60,736.34	5		1,807,560.16	4.75%	2.00%	6.75%	1,036.99	62,616.01
Robert B. Somerville Co. Limited	08 008 02	10-May-08	✓	616,624.17	30,831.21	647,455.38	3		2,455,015.54	4.75%	2.00%	6.75%	931.18	63,547.19
Aid-to-Construct Receipt		12-May-08	✓				2	431,005.00	2,024,010.54	4.75%	2.00%	6.75%	-	63,547.19
Ogilvy Renault LLP	805822	12-May-08	✓	4,600.00	230.00	4,830.00	-		2,028,840.54	4.75%	2.00%	6.75%	3,482.54	67,029.73
AUE - Aecon Utility Engineering	661	21-May-08	✓	2,915.00	145.75	3,060.75	9		2,031,901.29	4.75%	2.00%	6.75%	776.32	67,806.04
COMCO Pipe & Supply Company	843129	23-May-08	✓	2,170.80	108.54	2,279.34	2		2,034,180.63	4.75%	2.00%	6.75%	2,721.06	70,527.11
Ayerswood Development Corporation	10146	30-May-08	✓	39.17	1.96	41.12	7		2,034,221.75	4.75%	2.00%	6.75%	-	70,527.11
Purolator	4.02E+08	30-May-08	✓	35.67	1.78	37.45	-		2,034,259.21	4.75%	2.00%	6.75%	389.24	70,916.35
Ayerswood Development Corporation	10149	31-May-08	✓	300.00	15.00	315.00	1		2,034,574.21	4.75%	2.00%	6.75%	389.37	71,305.72
Ayerswood Development Corporation	10158	1-Jun-08	✓	1,050.57	52.53	1,103.10	1		2,035,677.31	4.75%	2.00%	6.75%	1,948.24	73,253.96
Robert B. Somerville Co. Limited	08 008 03	6-Jun-08	✓	971,370.45	48,568.52	1,019,938.97	5		3,055,616.28	4.75%	2.00%	6.75%	5,786.27	79,040.23
MIG Engineering Ltd.	25087	16-Jun-08	✓	118,274.97	5,913.75	124,188.72	10		3,179,805.00	4.75%	2.00%	6.75%	2,410.65	81,450.88
Ogilvy Renault LLP	816373	20-Jun-08	✓	718.75	35.94	754.69	4		3,180,559.68	4.75%	2.00%	6.75%	3,016.24	84,467.12
AUE - Aecon Utility Engineering	685	25-Jun-08	✓	12,511.00	625.55	13,136.55	5		3,193,696.23	4.75%	2.00%	6.75%	3,031.18	87,498.30
Ayerswood Development Corporation	10164	30-Jun-08	✓	350.76	17.54	368.30	5		3,194,064.53	4.75%	2.00%	6.75%	-	87,498.30
Corrosion Services Company Limited	22885	30-Jun-08	✓	1,768.77	81.89	1,850.66	-		3,195,915.19	4.75%	2.00%	6.75%	-	87,498.30



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190,605.07

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Harrison Pensa LLP	86596	30-Jun-08	✓	227.27	11.36	238.63	-	-	3,196,153.83	4.75%	2.00%	6.75%	-	87,498.30
KTI Limited	60541	30-Jun-08	✓	800.00	104.00	904.00	-	-	3,197,057.83	4.75%	2.00%	6.75%	1,214.84	88,713.13
Neal, Pallett & Townsend	27423	2-Jul-08	✓	900.00	45.00	945.00	2	-	3,198,002.83	4.75%	2.00%	6.75%	1,215.63	89,928.77
Purolator	4.03E+08	4-Jul-08	✓	111.63	5.58	117.21	2	-	3,198,120.04	4.75%	2.00%	6.75%	-	89,928.77
Robert B. Somerville Co. Limited	08 008 04	4-Jul-08	✓	1,044,546.56	52,227.33	1,096,773.89	-	-	4,294,893.92	4.75%	2.00%	6.75%	3,243.57	93,172.34
C.R. Wall & Co. Inc.	SI-56816	8-Jul-08	✓	621.00	28.75	649.75	4	-	4,295,543.67	4.75%	2.00%	6.75%	-	93,172.34
Fastenal	ONSTT184	8-Jul-08	✓	70.47	3.26	73.73	-	-	4,295,617.40	4.75%	2.00%	6.75%	1,623.25	94,795.59
Fastenal	ONSTT184	10-Jul-08	✓	70.46	3.52	73.98	2	-	4,295,691.39	4.75%	2.00%	6.75%	-	94,795.59
MIG Engineering Ltd.	25134	10-Jul-08	✓	67,909.94	3,395.50	71,305.44	-	-	4,366,996.82	4.75%	2.00%	6.75%	4,125.63	98,921.22
Wellmaster	76262	15-Jul-08	✓	11.48	0.57	12.05	5	-	4,367,008.88	4.75%	2.00%	6.75%	2,477.67	101,398.89
Ogilvy Renault LLP	823377	18-Jul-08	✓	7,977.50	398.88	8,376.38	3	-	4,375,385.25	4.75%	2.00%	6.75%	-	101,398.89
Purolator	4.03E+08	18-Jul-08	✓	83.21	4.16	87.37	-	-	4,375,472.62	4.75%	2.00%	6.75%	3,311.66	104,710.55
AUE - Aecon Utility Engineering	706	22-Jul-08	✓	1,485.96	74.30	1,560.26	4	-	4,377,032.88	4.75%	2.00%	6.75%	1,657.63	106,368.18
Neal, Pallett & Townsend	10167	24-Jul-08	✓	6,767.29	406.04	7,173.33	2	-	4,384,206.21	4.75%	2.00%	6.75%	830.45	107,198.63
Purolator	4.03E+08	25-Jul-08	✓	66.08	3.30	69.38	1	-	4,384,275.59	4.75%	2.00%	6.75%	2,491.85	109,690.47
C.R. Wall & Co. Inc.	SI-S7065	28-Jul-08	✓	3,157.38	146.18	3,303.56	3	-	4,387,579.15	4.75%	2.00%	6.75%	1,663.37	111,353.85
C.R. Wall & Co. Inc.	SI-S7112	30-Jul-08	✓	4,390.47	203.26	4,593.73	2	-	4,392,172.88	4.75%	2.00%	6.75%	832.84	112,186.69
Helix Courier Limited	69517	31-Jul-08	✓	64.80	3.24	68.04	1	-	4,392,240.92	4.75%	2.00%	6.75%	-	112,186.69
MIG Engineering Ltd.	25193	31-Jul-08	✓	2,088.22	104.41	2,192.63	-	-	4,394,433.55	4.75%	2.00%	6.75%	6,667.33	118,854.02
MIG Engineering Ltd.	25196	8-Aug-08	✓	3,760.10	188.01	3,948.11	8	-	4,398,381.66	4.75%	2.00%	6.75%	-	118,854.02
Robert B. Somerville Co. Limited	08 008 05	8-Aug-08	✓	310,681.68	15,534.08	326,215.76	-	-	4,724,597.42	4.75%	2.00%	6.75%	4,478.53	123,332.56
Ogilvy Renault LLP	830606	13-Aug-08	✓	143.75	7.19	150.94	5	-	4,724,748.36	4.75%	2.00%	6.75%	4,482.81	127,815.37
Corrosion Services Company Limited	23276	18-Aug-08	✓	1,945.00	97.25	2,042.25	5	-	4,726,790.61	4.75%	2.00%	6.75%	1,795.54	129,610.91
AUE - Aecon Utility Engineering	735	20-Aug-08	✓	195.91	9.80	205.71	2	-	4,726,996.32	4.75%	2.00%	6.75%	1,796.28	131,407.19
Purolator	4505192	22-Aug-08	✓	118.52	5.93	124.45	2	-	4,727,120.76	4.75%	2.00%	6.75%	7,187.96	138,595.15
Aiken & Associates	826-2008	30-Aug-08	✓	100.70	5.04	105.74	8	-	4,727,226.50	4.75%	2.00%	6.75%	-	138,595.15
Aiken & Associates	828-2008	30-Aug-08	✓	293.75	14.69	308.44	-	-	4,727,534.94	4.75%	2.00%	6.75%	899.90	139,495.05
Black & McDonald Limited	43-W66147	31-Aug-08	✓	823.18	41.16	864.34	1	-	4,728,399.27	4.75%	2.00%	6.75%	3,600.91	143,095.96
Bell	116574	4-Sep-08	✓	2,575.69	128.78	2,704.47	4	-	4,731,103.75	4.75%	2.00%	6.75%	901.39	143,997.35
KTI Limited	61488	5-Sep-08	✓	134.00	17.42	151.42	1	-	4,731,255.17	4.75%	2.00%	6.75%	2,704.76	146,702.11
Ayerswood Development Corporation	10185	8-Sep-08	✓	113.00	5.65	118.65	3	-	4,731,373.82	4.75%	2.00%	6.75%	902.11	147,604.22
MIG Engineering Ltd.	25274	9-Sep-08	✓	7,610.86	380.54	7,991.40	1	-	4,739,365.22	4.75%	2.00%	6.75%	8,133.79	155,738.01
Union Gas Limited - Commission	140195	18-Sep-08	✓	3,979.56	-	3,979.56	9	-	4,743,344.78	4.75%	2.00%	6.75%	7,247.96	162,985.97
Societe Generale		26-Sep-08	✓	6,517.72	-	6,517.72	8	-	4,749,862.50	4.75%	2.00%	6.75%	3,634.16	166,620.13
Ayerswood Development Corporation	10197	30-Sep-08	✓	55.50	2.78	58.28	4	-	4,749,920.78	4.75%	2.00%	6.75%	18,184.47	184,804.60
Harrison Pensa LLP - BNS	89782	20-Oct-08	✓	29,295.25	1,460.26	30,755.51	20	-	4,780,676.29	4.25%	2.00%	6.25%	1,700.51	186,505.11
Lenczner Slaght Royce	78010	22-Oct-08	✓	20,098.87	1,004.94	21,103.81	2	-	4,801,780.10	4.00%	2.00%	6.00%	4,099.96	190,605.07
Robert B. Somerville Co. Limited	08 008 06	27-Oct-08	✓	68,824.91	3,441.25	72,266.16	5	-	4,874,046.26	4.00%	2.00%	6.00%	-	190,605.07



**UNDERTAKING NO. J1.5: TO MAKE AND PROVIDE CALCULATIONS UPON RECEIPT OF INFORMATION FROM IGPC RELATED TO APPROPRIATE INTEREST CHARGE.**

**RESPONSE:** We have recalculated the interest based on the date that IGPC received the invoices from NRG (as opposed to original invoice date on supplier invoices). On that basis, the interest calculation is as follows:

**“Aid to Construct” Interest (see attached table)**

- Interest is calculated from the due date of the Aid-to-Construct invoice to the date the amount was received from IGPC.
- The rate applied here is Prime plus 1% in accordance with the PCRA (section 3.8).

**“Project Interest During Construction” (see second table attached)**

- Interest is calculated from the date the last Aid-to-Construct payment was due to the date the final invoice from the primary contract was received. During this period, NRG was financing the construction costs.
- The rate applied here is Prime plus 2% in accordance with the PCRA (section 3.14(d) – a “reasonable cost of interest during construction”). NRG’s position is that this represents a reasonable interest cost.



Filed: June 3, 2013

EB-2012-0406

EB-2013-0081

Exhibit D

Tab 11

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**Aid to Construct Payments**

Invoice	Due		Date	Days	(Prime + 1%)	
Date	Date	Amount	Received	Outstanding	Interest	Interest
		130,000.00	13-Oct-06	-	-	-
		100,000.00	16-Feb-07	-	-	-
19-Feb-07	6-Mar-07	181,454.00	26-Feb-07	-	-	-
28-Mar-07	11-Apr-07	130,159.06	20-Apr-07	9	7.00%	224.66
30-Apr-07	15-May-07	73,898.33	31-May-07	16	7.00%	226.76
22-Jun-07	7-Jul-07	23,643.43	5-Oct-07	90	7.00%	408.09
17-Oct-07	1-Nov-07	23,130.12	2-Nov-07	1	7.25%	4.59
2-Jan-08	17-Jan-08	413,665.00	8-May-08	112	5.75%	7,298.64
						<u>8,162.74</u>



**NATURAL RESOURCE GAS LIMITED**  
**IGPC Project Interest Summary**

As of October 28, 2008

Tab 11

3 of 5

Consultant	Invoice Number	Date	NRG Direct	GST	Total Amount	Days	Aid-to-Construct Payment	Net Cumulative Total	Prime	Premium	Interest Rate	Interest
Aiken & Associates	618-2006	30-Jun-06	480.00	33.60	513.60	0	-	513.60	6.00%	2.00%	-	-
Ogilvy Renault LLP	633876	13-Jul-06	9,601.19	576.07	10,177.26	13	-	10,690.86	6.00%	2.00%	-	-
NRG Corp.	915	1-Aug-06	1,046.25	-	1,046.25	19	-	11,737.11	6.00%	2.00%	-	-
Ogilvy Renault LLP	642776	16-Aug-06	2,088.75	125.33	2,214.08	15	-	13,951.19	6.00%	2.00%	-	-
Ogilvy Renault LLP	648629	15-Sep-06	1,282.52	76.95	1,359.47	30	-	15,310.66	6.00%	2.00%	-	-
Ogilvy Renault LLP	648627	15-Sep-06	21.25	1.28	22.53	-	-	15,333.18	6.00%	2.00%	-	-
AUE - Aecon Utility Engineering	262	27-Sep-06	4,800.00	288.00	5,088.00	12	-	20,421.18	6.00%	2.00%	-	-
Harrison Pensa LLP	68035	27-Sep-06	1,796.00	107.76	1,903.76	-	-	22,324.94	6.00%	2.00%	-	-
Aiken & Associates	632-2006	30-Sep-06	1,162.50	69.75	1,232.25	3	-	23,557.19	6.00%	2.00%	-	-
Aid-to-Construct Receipt		13-Oct-06	-	-	-	13	130,000.00	(106,442.81)	6.00%	2.00%	-	-
Harrison Pensa LLP	68732	17-Oct-06	5,485.34	329.12	5,814.46	4	-	(100,628.35)	6.00%	2.00%	-	-
Ogilvy Renault LLP	655972	17-Oct-06	2,036.25	122.18	2,158.43	-	-	(98,469.92)	6.00%	2.00%	-	-
Ogilvy Renault LLP	655974	17-Oct-06	33,292.07	1,997.52	35,289.59	-	-	(63,180.33)	6.00%	2.00%	-	-
AUE - Aecon Utility Engineering	283	25-Oct-06	35,100.00	2,106.00	37,206.00	8	-	(25,974.33)	6.00%	2.00%	-	-
Aiken & Associates	635-2006	31-Oct-06	468.75	28.13	496.88	6	-	(25,477.45)	6.00%	2.00%	-	-
TSSA Total	P0610-18532	31-Oct-06	750.00	45.00	795.00	-	-	(24,682.45)	6.00%	2.00%	-	-
Ogilvy Renault LLP	673462	14-Nov-06	17,675.24	1,059.02	18,734.26	14	-	(5,948.19)	6.00%	2.00%	-	-
Ogilvy Renault LLP	665207	17-Nov-06	17,342.71	1,040.56	18,383.27	3	-	12,435.08	6.00%	2.00%	-	-
Martin Malette	2378	20-Nov-06	291.74	17.50	309.24	3	-	12,744.32	6.00%	2.00%	-	-
AUE - Aecon Utility Engineering	303	22-Nov-06	42,225.00	2,533.50	44,758.50	2	-	57,502.82	6.00%	2.00%	-	-
Lobsevaureur	1780	1-Dec-06	1,935.00	116.10	2,051.10	9	-	59,553.92	6.00%	2.00%	-	-
The London Free Press Total	1.3423E+10	2-Dec-06	7,585.20	455.11	8,040.31	1	-	67,594.24	6.00%	2.00%	-	-
FKS Land Surveyors	06-426	13-Dec-06	60,917.50	3,655.05	64,572.55	11	-	132,166.79	6.00%	2.00%	-	-
Aiken & Associates	642-2006	29-Dec-06	1,262.04	75.72	1,337.76	16	-	133,504.55	6.00%	2.00%	-	-
AUE - Aecon Utility Engineering	315	31-Dec-06	67,842.88	4,070.57	71,913.45	2	-	205,418.00	6.00%	2.00%	-	-
Viva Voce Reporting Ltd. Total	1805	31-Dec-06	2,195.31	131.72	2,327.03	-	-	207,745.03	6.00%	2.00%	-	-
Ogilvy Renault LLP	680927	17-Jan-07	33,570.46	2,013.86	35,584.32	17	-	243,329.35	6.00%	2.00%	-	-
Senes Consultants Ltd. Total	21965	18-Jan-07	13,546.92	812.82	14,359.74	1	-	257,689.09	6.00%	2.00%	-	-
A.S.A.P. Reporting Services	181	22-Jan-07	1,081.00	64.86	1,145.86	4	-	258,834.95	6.00%	2.00%	-	-
Aiken & Associates	705-2007	2-Feb-07	2,406.50	144.39	2,550.89	11	-	261,385.84	6.00%	2.00%	-	-
Ogilvy Renault LLP	687364	6-Feb-07	25,254.51	1,514.53	26,769.04	4	-	288,154.88	6.00%	2.00%	-	-
Aid-to-Construct Receipt		16-Feb-07	-	-	-	10	100,000.00	188,154.88	6.00%	2.00%	-	-
A.S.A.P. Reporting Services	304	20-Feb-07	1,095.00	65.70	1,160.70	4	-	189,315.58	6.00%	2.00%	-	-
AUE - Aecon Utility Engineering	347	20-Feb-07	106,800.25	6,408.02	113,208.27	-	-	302,523.84	6.00%	2.00%	-	-
Aid-to-Construct Receipt		26-Feb-07	-	-	-	6	181,454.00	121,069.84	6.00%	2.00%	-	-
A.S.A.P. Reporting Services	366	27-Feb-07	150.00	9.00	159.00	1	-	121,228.84	6.00%	2.00%	-	-
Ogilvy Renault LLP	695597	7-Mar-07	3,218.15	192.71	3,410.86	8	-	124,639.70	6.00%	2.00%	-	-
Harrison Pensa LLP	72913	9-Mar-07	6,519.35	391.16	6,910.51	2	-	131,550.21	6.00%	2.00%	-	-
FKS Land Surveyors	07-040	21-Mar-07	11,200.00	672.00	11,872.00	12	-	143,422.21	6.00%	2.00%	-	-
AUE - Aecon Utility Engineering	364	28-Mar-07	38,744.50	2,324.67	41,069.17	7	-	184,491.38	6.00%	2.00%	-	-
Aiken & Associates	712-2007	30-Mar-07	656.25	39.38	695.63	2	-	185,187.01	6.00%	2.00%	-	-
Ogilvy Renault LLP	703732	10-Apr-07	15,428.23	925.04	16,353.27	11	-	201,540.28	6.00%	2.00%	-	-
A.S.A.P. Reporting Services	567	17-Apr-07	5,149.75	308.99	5,458.74	7	-	206,999.01	6.00%	2.00%	-	-
Aid-to-Construct Receipt		20-Apr-07	-	-	-	3	130,159.06	76,839.95	6.00%	2.00%	-	-
AUE - Aecon Utility Engineering	377	25-Apr-07	420.00	25.20	445.20	5	-	77,285.15	6.00%	2.00%	-	-
Harrison Pensa LLP	74283	30-Apr-07	423.75	25.43	449.18	5	-	77,734.33	6.00%	2.00%	-	-
Ogilvy Renault LLP	712635	14-May-07	20,165.98	1,209.84	21,375.82	14	-	99,110.15	6.00%	2.00%	-	-
Aid-to-Construct Receipt		31-May-07	-	-	-	17	73,898.33	25,211.82	6.00%	2.00%	-	-
Aiken & Associates	719-2007	31-May-07	75.00	4.50	79.50	-	-	25,291.32	6.00%	2.00%	-	-
AUE - Aecon Utility Engineering	397	31-May-07	795.00	47.70	842.70	-	-	26,134.02	6.00%	2.00%	-	-
Stantec Consulting	241010	8-Jun-07	3,409.56	204.57	3,614.13	8	-	29,748.15	6.00%	2.00%	-	-
AUE - Aecon Utility Engineering	283	11-Jun-07	425.50	25.53	451.03	3	-	30,199.18	6.00%	2.00%	-	-
Ogilvy Renault LLP	719545	11-Jun-07	6,131.25	367.88	6,499.13	-	-	36,698.31	6.00%	2.00%	-	-
AUE - Aecon Utility Engineering	415	27-Jun-07	127.50	7.65	135.15	16	-	36,833.46	6.00%	2.00%	-	-
Neal, Pallett & Townsend	25378	28-Jun-07	2,014.00	100.70	2,114.70	1	-	38,948.16	6.00%	2.00%	-	-
Stantec Consulting	245954	29-Jun-07	2,500.42	150.03	2,650.45	1	-	41,598.61	6.00%	2.00%	-	-
Lenczner Slaght Royce	69539	13-Jul-07	23,003.25	1,380.20	24,383.45	14	-	65,982.06	6.25%	2.00%	-	-
Ogilvy Renault LLP	728429	13-Jul-07	44,487.09	2,673.88	47,160.97	-	-	113,143.03	6.25%	2.00%	-	-
Aiken & Associates	725-2007	31-Jul-07	375.00	22.50	397.50	18	-	113,540.53	6.25%	2.00%	-	-
Harrison Pensa LLP	10089	10-Aug-07	2,942.75	176.57	3,119.32	10	-	116,659.85	6.25%	2.00%	-	-



Consultant	Invoice Number	Date	NRG Direct	GST	Total Amount	Days	Aid-to-Construct Payment	Net Cumulative Total	Prime	Premium	Interest Rate	Interest
Stantec Consulting	254306	17-Aug-07	4,632.55	277.95	4,910.50	7	-	121,570.35	6.25%	2.00%	-	-
Harrison Pensa LLP	77118	21-Aug-07	2,016.25	120.98	2,137.23	4	-	123,707.58	6.25%	2.00%	-	-
Ogilvy Renault LLP	737740	21-Aug-07	13,976.84	838.05	14,814.89	-	-	138,522.47	6.25%	2.00%	-	-
AUE - Aecon Utility Engineering	447	22-Aug-07	6,075.00	351.00	6,426.00	1	-	144,948.47	6.25%	2.00%	-	-
Ogilvy Renault LLP	741945	12-Sep-07	831.25	49.88	881.13	21	-	145,829.60	6.25%	2.00%	-	-
AUE - Aecon Utility Engineering	468	26-Sep-07	13,172.00	469.92	13,641.92	14	-	159,471.52	6.25%	2.00%	-	-
Aid-to-Construct Receipt		5-Oct-07	-	-	-	9	23,643.43	135,828.09	6.25%	2.00%	-	-
Ogilvy Renault LLP	748630	11-Oct-07	8,806.86	528.41	9,335.27	6	-	145,163.36	6.25%	2.00%	-	-
AUE - Aecon Utility Engineering	495	24-Oct-07	14,051.00	320.40	14,371.40	13	-	159,534.76	6.25%	2.00%	-	-
Lakeside Steel Corporation		29-Oct-07	-	-	-	5	-	159,534.76	6.25%	2.00%	-	-
Aid-to-Construct Receipt		2-Nov-07	-	-	-	4	23,130.12	136,404.64	6.25%	2.00%	-	-
Ogilvy Renault LLP	756818	9-Nov-07	377.92	22.68	400.60	7	-	136,805.24	6.25%	2.00%	-	-
AUE - Aecon Utility Engineering	525	20-Nov-07	21,563.00	549.00	22,112.00	11	-	158,917.24	6.25%	2.00%	-	-
Lenczner Slaght Royce	71966	29-Nov-07	47,949.79	2,849.39	50,799.18	9	-	209,716.42	6.25%	2.00%	-	-
Mark Bristoll		27-Nov-07	130,006.50	-	130,006.50	2	-	339,722.92	6.25%	2.00%	-	-
Ogilvy Renault LLP	765103	7-Dec-07	375.00	22.50	397.50	8	-	340,120.42	6.00%	2.00%	-	-
Canadian Pacific Railway	2000050470	13-Dec-07	650.00	32.50	682.50	6	-	340,802.92	6.00%	2.00%	-	-
AUE - Aecon Utility Engineering	552	31-Dec-07	17,705.57	241.08	17,946.65	18	-	358,749.57	6.00%	2.00%	-	-
Ogilvy Renault LLP	775418	21-Jan-08	1,976.50	98.83	2,075.33	21	413,665.00	(52,840.10)	6.00%	2.00%	-	-
AUE - Aecon Utility Engineering	571	23-Jan-08	12,456.63	176.43	12,633.06	2	-	(40,207.04)	5.75%	2.00%	7.75%	(76.83)
The Municipality of Thames Centre	02/08	1-Feb-08	2,175.00	-	2,175.00	9	-	(38,032.04)	5.75%	2.00%	7.75%	(56.64)
Stantec Consulting	288433	8-Feb-08	6,857.46	342.87	7,200.33	7	-	(30,831.71)	5.75%	2.00%	7.75%	(32.87)
Ogilvy Renault LLP	782617	13-Feb-08	2,875.00	143.75	3,018.75	5	-	(27,812.96)	5.75%	2.00%	7.75%	(41.59)
AUE - Aecon Utility Engineering	591	20-Feb-08	35,140.00	1,757.00	36,897.00	7	-	9,084.04	5.75%	2.00%	7.75%	13.19
Lenczner Slaght Royce	73976	27-Feb-08	21,007.93	1,050.40	22,058.33	7	-	31,142.37	5.75%	2.00%	7.75%	13.14
Stantec Consulting	292497	29-Feb-08	5,603.24	280.16	5,883.40	2	-	37,025.77	5.75%	2.00%	7.75%	7.82
The Municipality of Thames Centre	03/08	1-Mar-08	9,300.00	-	9,300.00	1	-	46,325.77	5.75%	2.00%	7.75%	107.79
Ogilvy Renault LLP	790238	12-Mar-08	9,628.69	481.43	10,110.12	11	-	56,435.89	5.25%	2.00%	7.25%	55.98
Kettle Creek Conservation Authority		17-Mar-08	500.00	25.00	525.00	5	-	56,960.89	5.25%	2.00%	7.25%	-
Lenczner Slaght Royce	74245	17-Mar-08	69,327.21	3,466.36	72,793.57	-	-	129,754.46	5.25%	2.00%	7.25%	-
Upper Thames River Conservation Authority		17-Mar-08	10,300.00	-	10,300.00	-	-	140,054.46	5.25%	2.00%	7.25%	-
Upper Thames River Conservation Authority		17-Mar-08	500.00	-	500.00	-	-	140,554.46	5.25%	2.00%	7.25%	27.92
Catfish Creek Conservation Authority		18-Mar-08	100.00	5.00	105.00	1	-	140,659.46	5.25%	2.00%	7.25%	55.89
Harrison Pensa LLP	83601	20-Mar-08	490.50	24.53	515.03	2	-	141,174.49	5.25%	2.00%	7.25%	168.34
AUE - Aecon Utility Engineering	613	26-Mar-08	25,289.74	1,264.49	26,554.23	6	-	167,728.71	5.25%	2.00%	7.25%	-
MIG Engineering Ltd.	24931	26-Mar-08	10,885.14	544.26	11,429.40	-	-	179,158.11	5.25%	2.00%	7.25%	-
The Township of Malahide Total		26-Mar-08	21,160.00	-	21,160.00	-	-	200,318.11	5.25%	2.00%	7.25%	39.84
Harrison Pensa LLP	83768	27-Mar-08	735.50	36.78	772.28	1	-	201,090.38	5.25%	2.00%	7.25%	40.00
Purolator	402081827	28-Mar-08	17.51	0.88	18.39	1	-	201,108.77	5.25%	2.00%	7.25%	-
Stantec Consulting	292988	28-Mar-08	3,325.53	166.28	3,491.81	-	-	204,600.58	5.25%	2.00%	7.25%	-
The Corporation of the County of Elgin		28-Mar-08	400.00	-	400.00	-	-	205,000.58	5.25%	2.00%	7.25%	-
The Corporation of the County of Elgin		28-Mar-08	400.00	-	400.00	-	-	205,400.58	5.25%	2.00%	7.25%	122.59
Helix Courier Limited	67106	31-Mar-08	132.79	6.64	139.43	3	-	205,540.01	5.25%	2.00%	7.25%	40.91
The Municipality of Thames Centre	04/08	1-Apr-08	3,425.00	-	3,425.00	1	-	208,965.01	5.25%	2.00%	7.25%	124.81
Ayerswood Development Corporation	10137	4-Apr-08	194.51	9.73	204.24	3	-	209,169.24	5.25%	2.00%	7.25%	-
Purolator	402127889	4-Apr-08	35.02	1.75	36.77	-	-	209,206.01	5.25%	2.00%	7.25%	416.76
Ogilvy Renault LLP	798316	14-Apr-08	2,187.50	109.38	2,296.88	10	-	211,502.89	5.25%	2.00%	7.25%	-
Robert B. Somerville Co. Limited	08 008 01	14-Apr-08	163,593.97	8,179.70	171,773.67	-	-	383,276.56	5.25%	2.00%	7.25%	76.33
COMCO Pipe & Supply Company	841233	15-Apr-08	4,366.40	218.32	4,584.72	1	-	387,861.28	5.25%	2.00%	7.25%	154.52
C.R. Wall & Co. Inc.	SI-55773	17-Apr-08	26,370.58	1,220.86	27,591.44	2	-	415,452.72	5.25%	2.00%	7.25%	413.86
MIG Engineering Ltd.	24975	22-Apr-08	6,708.66	335.43	7,044.09	5	-	422,496.81	5.25%	2.00%	7.25%	-
MIG Engineering Ltd.	24976	22-Apr-08	24,072.30	1,203.62	25,275.92	-	-	447,772.73	5.25%	2.00%	7.25%	89.27
AUE - Aecon Utility Engineering	637	23-Apr-08	15,043.93	752.20	15,796.13	1	-	463,568.86	4.75%	2.00%	6.75%	86.05
COMCO Pipe & Supply Company	841817	24-Apr-08	3,645.00	182.25	3,827.25	1	-	467,396.11	4.75%	2.00%	6.75%	-
KTI Limited	59686	24-Apr-08	11,448.00	530.00	11,978.00	-	-	479,374.11	4.75%	2.00%	6.75%	-
KTI Limited	59687	24-Apr-08	10,130.40	469.00	10,599.40	-	-	489,973.51	4.75%	2.00%	6.75%	363.81
Harrison Pensa LLP	84743	28-Apr-08	4,972.50	248.63	5,221.13	4	-	495,194.63	4.75%	2.00%	6.75%	91.99
COMCO Pipe & Supply Company	842010	29-Apr-08	25,513.57	1,275.68	26,789.25	1	-	521,983.88	4.75%	2.00%	6.75%	290.87
MIG Engineering Ltd.	24979	2-May-08	28,374.71	1,418.74	29,793.45	3	-	551,777.32	4.75%	2.00%	6.75%	512.60
Lenczner Slaght Royce	74952	7-May-08	57,844.13	2,892.21	60,736.34	5	-	612,513.66	4.75%	2.00%	6.75%	341.54



## Tab 11

Consultant	Invoice Number	Date	NRG Direct	GST	Total Amount	Days	Aid-to-Construct Payment	Net Cumulative Total	Prime	Premium	Interest Rate	Interest
Robert B. Somerville Co. Limited	08 008 02	10-May-08	616,624.17	30,831.21	647,455.38	3	-	1,259,969.04	4.75%	2.00%	6.75%	467.29
Aid-to-Construct Receipt		12-May-08				2	-	1,259,969.04	4.75%	2.00%	6.75%	-
Ogilvy Renault LLP	805822	12-May-08	4,600.00	230.00	4,830.00	-	-	1,264,799.04	4.75%	2.00%	6.75%	2,111.63
AUE - Aecon Utility Engineering	661	21-May-08	2,915.00	145.75	3,060.75	9	-	1,267,859.79	4.75%	2.00%	6.75%	471.16
COMCO Pipe & Supply Company	843129	23-May-08	2,170.80	108.54	2,279.34	2	-	1,270,139.13	4.75%	2.00%	6.75%	1,652.63
Ayerswood Development Corporation	10146	30-May-08	39.17	1.96	41.12	7	-	1,270,180.25	4.75%	2.00%	6.75%	-
Purolator	402493106	30-May-08	35.67	1.78	37.45	-	-	1,270,217.71	4.75%	2.00%	6.75%	236.41
Ayerswood Development Corporation	10149	31-May-08	300.00	15.00	315.00	1	-	1,270,532.71	4.75%	2.00%	6.75%	236.51
Ayerswood Development Corporation	10158	1-Jun-08	1,050.57	52.53	1,103.10	1	-	1,271,635.81	4.75%	2.00%	6.75%	1,183.80
Robert B. Somerville Co. Limited	08 008 03	6-Jun-08	971,370.45	48,568.52	1,019,938.97	5	-	2,291,574.78	4.75%	2.00%	6.75%	4,255.98
MIG Engineering Ltd.	25087	16-Jun-08	118,274.97	5,913.75	124,188.72	10	-	2,415,763.50	4.75%	2.00%	6.75%	1,797.41
Ogilvy Renault LLP	816373	20-Jun-08	718.75	35.94	754.69	4	-	2,416,518.18	4.75%	2.00%	6.75%	2,249.12
AUE - Aecon Utility Engineering	685	25-Jun-08	12,511.00	625.55	13,136.55	5	-	2,429,654.73	4.75%	2.00%	6.75%	2,263.34
Ayerswood Development Corporation	10164	30-Jun-08	350.76	17.54	368.30	5	-	2,430,023.03	4.75%	2.00%	6.75%	-
Corrosion Services Company Limited	22885	30-Jun-08	1,768.77	81.89	1,850.66	-	-	2,431,873.69	4.75%	2.00%	6.75%	-
Harrison Pensa LLP	86596	30-Jun-08	227.27	11.36	238.63	-	-	2,432,112.33	4.75%	2.00%	6.75%	-
KTI Limited	60541	30-Jun-08	800.00	104.00	904.00	-	-	2,433,016.33	4.75%	2.00%	6.75%	907.42
Neal, Pallett & Townsend	27423	2-Jul-08	900.00	45.00	945.00	2	-	2,433,961.33	4.75%	2.00%	6.75%	908.10
Purolator	402725966	4-Jul-08	111.63	5.58	117.21	2	-	2,434,078.54	4.75%	2.00%	6.75%	-
Robert B. Somerville Co. Limited	08 008 04	4-Jul-08	1,044,546.56	52,227.33	1,096,773.89	-	-	3,530,852.42	4.75%	2.00%	6.75%	2,628.28
C.R. Wall & Co. Inc.	SI-56816	8-Jul-08	621.00	28.75	649.75	4	-	3,531,502.17	4.75%	2.00%	6.75%	-
Fastenal	ONSTT18433	8-Jul-08	70.47	3.26	73.73	-	-	3,531,575.90	4.75%	2.00%	6.75%	1,315.38
Fastenal	ONSTT18497	10-Jul-08	70.46	3.52	73.98	2	-	3,531,649.89	4.75%	2.00%	6.75%	-
MIG Engineering Ltd.	25134	10-Jul-08	67,909.94	3,395.50	71,305.44	-	-	3,602,955.32	4.75%	2.00%	6.75%	3,355.66
Wellmaster	76262	15-Jul-08	11.48	0.57	12.05	5	-	3,602,967.38	4.75%	2.00%	6.75%	2,015.27
Ogilvy Renault LLP	823377	18-Jul-08	7,977.50	398.88	8,376.38	3	-	3,611,343.75	4.75%	2.00%	6.75%	-
Purolator	402818259	18-Jul-08	83.21	4.16	87.37	-	-	3,611,431.12	4.75%	2.00%	6.75%	2,694.77
AUE - Aecon Utility Engineering	706	22-Jul-08	1,485.96	74.30	1,560.26	4	-	3,612,991.38	4.75%	2.00%	6.75%	1,348.96
Neal, Pallett & Townsend	10167	24-Jul-08	6,767.29	406.04	7,173.33	2	-	3,620,164.71	4.75%	2.00%	6.75%	676.06
Purolator	402867492	25-Jul-08	66.08	3.30	69.38	1	-	3,620,234.09	4.75%	2.00%	6.75%	2,028.58
C.R. Wall & Co. Inc.	SI-57065	28-Jul-08	3,157.38	146.18	3,303.56	3	-	3,623,537.65	4.75%	2.00%	6.75%	1,354.36
C.R. Wall & Co. Inc.	SI-57112	30-Jul-08	4,390.47	203.26	4,593.73	2	-	3,628,131.38	4.75%	2.00%	6.75%	678.28
Helix Courier Limited	69517	31-Jul-08	64.80	3.24	68.04	1	-	3,628,199.42	4.75%	2.00%	6.75%	-
MIG Engineering Ltd.	25193	31-Jul-08	2,088.22	104.41	2,192.63	-	-	3,630,392.05	4.75%	2.00%	6.75%	5,430.59
MIG Engineering Ltd.	25196	8-Aug-08	3,760.10	188.01	3,948.11	8	-	3,634,340.16	4.75%	2.00%	6.75%	-
Robert B. Somerville Co. Limited	08 008 05	8-Aug-08	310,681.68	15,534.08	326,215.76	-	-	3,960,555.92	4.75%	2.00%	6.75%	3,704.43
Ogilvy Renault LLP	830606	13-Aug-08	143.75	7.19	150.94	5	-	3,960,706.86	4.75%	2.00%	6.75%	3,707.99
Corrosion Services Company Limited	23276	18-Aug-08	1,945.00	97.25	2,042.25	5	-	3,962,749.11	4.75%	2.00%	6.75%	1,485.32
AUE - Aecon Utility Engineering	735	20-Aug-08	195.91	9.80	205.71	2	-	3,962,954.82	4.75%	2.00%	6.75%	1,485.95
Purolator	4505192	22-Aug-08	118.52	5.93	124.45	2	-	3,963,079.26	4.75%	2.00%	6.75%	5,946.18
Aiken & Associates	826-2008	30-Aug-08	100.70	5.04	105.74	8	-	3,963,185.00	4.75%	2.00%	6.75%	-
Aiken & Associates	828-2008	30-Aug-08	293.75	14.69	308.44	-	-	3,963,493.44	4.75%	2.00%	6.75%	744.45
Black & McDonald Limited	43-W66147	31-Aug-08	823.18	41.16	864.34	1	-	3,964,357.77	4.75%	2.00%	6.75%	2,978.99
Bell	J16574	4-Sep-08	2,575.69	128.78	2,704.47	4	-	3,967,062.25	4.75%	2.00%	6.75%	745.80
KTI Limited	61488	5-Sep-08	134.00	17.42	151.42	1	-	3,967,213.67	4.75%	2.00%	6.75%	2,237.89
Ayerswood Development Corporation	10185	8-Sep-08	113.00	5.65	118.65	3	-	3,967,332.32	4.75%	2.00%	6.75%	746.40
MIG Engineering Ltd.	25274	9-Sep-08	7,610.86	380.54	7,991.40	1	-	3,975,323.72	4.75%	2.00%	6.75%	6,732.14
Union Gas Limited - Commission	140195	18-Sep-08	3,979.56	-	3,979.56	9	-	3,979,303.28	4.75%	2.00%	6.75%	5,999.97
Societe Generale		26-Sep-08	6,517.72	-	6,517.72	8	-	3,985,821.00	4.75%	2.00%	6.75%	3,009.24
Ayerswood Development Corporation	10197	30-Sep-08	55.50	2.78	58.28	4	-	3,985,879.28	4.75%	2.00%	6.75%	15,057.56
Harrison Pensa LLP - BNS	89782	20-Oct-08	29,295.25	1,460.26	30,755.51	20	-	4,016,634.79	4.25%	2.00%	6.25%	1,409.91
Lenczner Slaght Royce	78010	22-Oct-08	20,098.87	1,004.94	21,103.81	2	-	4,037,738.60	4.00%	2.00%	6.00%	3,402.28
Robert B. Somerville Co. Limited (final invoice)	08 008 06	27-Oct-08	68,824.91	3,441.25	72,266.16	5	-	4,110,004.76	4.00%	2.00%	6.00%	-
												\$ 105,109.40

Robert B. Somerville Co. Limited	08-008-01	14-Apr-08	163,593.97	8,179.70
Robert B. Somerville Co. Limited	08 008 02	10-May-08	616,624.17	30,831.21
Robert B. Somerville Co. Limited	08 008 03	6-Jun-08	971,370.45	48,568.52
Robert B. Somerville Co. Limited	08 008 04	4-Jul-08	1,044,546.56	52,227.33
Robert B. Somerville Co. Limited	08 008 05	8-Aug-08	310,681.68	15,534.08
Robert B. Somerville Co. Limited	08 008 06	27-Oct-08	68,824.91	3,441.25
<b>Robert B. Somerville Co. Limited Total</b>			<b>3,175,641.74</b>	