

FILED / PRODUIT

May 12, 2008

CT- 2008-005

Chantal Fortin for / pour
REGISTRAR / REGISTRAIRE

CT- 2008-005

THE COMPETITION TRIBUNAL

OTTAWA, ONT.

0002

IN THE MATTER OF the *Competition Act*, R.S.C. 1985, c. C-35 as amended;

AND IN THE MATTER OF the acquisition by Superior Plus LP of certain of the assets of Irving Oil Limited and Irving Marketing Limited;

AND IN THE MATTER OF filing and registration of a Consent Agreement, pursuant to section 105 of the *Competition Act*.

BETWEEN:

THE COMMISSIONER OF COMPETITION

- and -

SUPERIOR PLUS LP

CONSENT AGREEMENT

WHEREAS Superior Plus LP (“Superior”), as more fully defined below, has entered into an agreement to acquire certain of the assets of Irving Oil Limited and Irving Marketing Limited (collectively “Irving”), as more fully defined below, pursuant to an Asset Purchase and Sale Agreement dated August 2, 2007, and all amendments thereto (the “Acquisition Agreement”), between Superior and Irving (the “Transaction”);

AND WHEREAS the Commissioner of Competition (the “Commissioner”), having completed her review of the Transaction, has concluded that it is likely to result in a substantial lessening and/or prevention of competition in the provision of retail propane gas and related services in Central and Western Newfoundland;

AND WHEREAS while the Commissioner agreed with the parties that efficiency gains would likely arise from the transaction, the Commissioner was of the view that such gains would be unlikely to offset the substantial prevention or lessening of competition;

AND WHEREAS the Commissioner is satisfied that the implementation of this Consent Agreement (“Agreement”) will be sufficient to ensure that a likely substantial lessening and/or prevention of competition will not result from the completion of the Transaction;

AND WHEREAS Superior consensually attorns to the jurisdiction of the Competition Tribunal (the “Tribunal”) for the purposes of this Agreement and any proceeding initiated by the Commissioner relating to this Agreement, including an application to vary or rescind this Agreement pursuant to section 106 of the *Competition Act*;

AND WHEREAS the Commissioner and Superior agree that upon the signing of this Agreement, the Commissioner shall file it with the Tribunal for immediate registration.

NOW THEREFORE Superior and the Commissioner have agreed to the terms of this Agreement as follows:

I. DEFINITIONS

1. For the purposes of this Agreement, the following capitalized terms have the following meanings:

- (a) “Act” means the *Competition Act*, R.S.C. 1985, c. C-34, as amended;
- (b) “Affiliate” has the meaning given to it in subsection 2 (2) of the Act;
- (c) “Agreement” means this Consent Agreement entered into by Superior and the Commissioner pursuant to section 105 of the Act;
- (d) “Assets” means Superior’s right, title, and interest in and to all assets, tangible or intangible, relating to the assets described in Schedule “A” to this Agreement (the “Assets”), including, but not limited to:
 - (i) all personal property owned, leased or otherwise held by Superior with respect to the Assets;
 - (ii) all pending and issued governmental approvals, registrations, consents, licenses, permits, waivers, or other authorizations held by Superior, with respect to the Assets; and
 - (iii) all rights of Superior under any warranty and guarantee, express or implied with respect to the Assets;
- (e) “Closing Date” means the date on which the Transaction is substantially completed;
- (f) “Commissioner” means the Commissioner of Competition appointed pursuant to section 7 of the Act;
- (g) “Confidential Information” means competitively sensitive or proprietary information not independently known to a Person from sources other than

the entity to which the information pertains including, without limiting the generality of the foregoing, any and all information pertaining to the operation of any of the Assets including, but not limited to operations and financial information, operating costs and revenues, customer lists, price lists and marketing methods;

- (h) “Divest” means to implement any Divestiture of the Assets;
- (i) “Divestiture” means, the sale, transfer, assignment, or other disposal of the Assets, such that Superior will have no further direct or indirect interest except as permitted herein or upon the consent of the Commissioner;
- (j) “Divestiture Agreement” means any agreement between Superior or the Divestiture Trustee and a Purchaser to accomplish the Divestiture of the Assets contemplated by Parts V, VI and VII of this Agreement;
- (k) “Divestiture Trustee” means the Divestiture Trustee appointed pursuant to Part VII of this Agreement;
- (l) “Divestiture Trustee Sale” means the Divestiture to be conducted by the Divestiture Trustee pursuant to Part VII of this Agreement;
- (m) “Divestiture Trustee Sale Period” means the period beginning on the day following the expiry of the Initial Sale Period and ending ninety (90) days after the expiry of the Initial Sale Period, subject to extension at the sole discretion of the Commissioner;
- (n) “Initial Sale Period” means the period referred to in Confidential Schedule “B” to this Agreement;
- (o) “Irving” means, collectively, Irving Oil Limited and Irving Marketing Limited, a corporation existing under the laws of New Brunswick, their directors, officers, employees, agents, representatives, successors, and assigns; their subsidiaries, divisions, groups, and Affiliates controlled by Irving;
- (p) “Person” means any individual, partnership, firm, corporation, association, trust, unincorporated organization or other entity;
- (q) “Purchaser” means any Person who purchases the Assets pursuant to this Agreement;
- (r) “Superior” means Superior Plus LP, a limited partnership existing under the laws of Ontario, and Superior Plus Inc., the general partner of Superior Plus LP and Superior Plus Inc.’s directors, officers, employees, agents,

representatives, successors, and assigns; its subsidiaries, divisions, groups, and Affiliates controlled by Superior or Superior Plus Inc.;

- (s) “Transaction” has the meaning described in the recitals to this Agreement; and
- (t) “Tribunal” means the Competition Tribunal established by the *Competition Tribunal Act*, R.S.C. 1985, c. 19 (2nd Supp.), as amended.

For the purpose of interpretation of this Agreement, all singular terms shall be deemed to incorporate the plural and all masculine or feminine terms shall be deemed to incorporate reference to either gender.

II. APPLICATION

2. The provisions of this Agreement apply to:

- (a) Superior;
- (b) each officer, director, employee, agent or other Person acting for or on behalf of Superior or Superior Plus Inc. with respect to any of the matters referred to in this Agreement, and any successors and assigns of Superior or Superior Plus Inc.;
- (c) all other Persons acting in concert or participating with (a) or (b) above, with respect to the matters referred to in this Agreement, who shall have received actual notice of this Agreement;
- (d) the Commissioner;
- (e) the Divestiture Trustee; and
- (f) the Purchaser and the Purchaser’s successors and assigns.

III. AGREEMENT

3. Superior unconditionally agrees to Divest the Assets in accordance with this Agreement. For greater certainty, any third party consents or other conditions required to facilitate a Divestiture are the responsibility of Superior.

IV. PRESERVATION OF THE ASSETS

4. Pending the completion of the Divestiture, whether by Superior or the Divestiture Trustee, Superior shall be responsible for the Assets.

5. Pending the completion of the Divestiture, Superior shall take all necessary steps to preserve the Assets, and without limiting the foregoing:

- (a) should Superior operate the Assets, it shall do so in compliance with all applicable laws;
- (b) shall maintain all material licenses, registrations, permits and approvals necessary for the operation of the Assets;
- (c) shall maintain and hold the Assets in good condition and repair, normal wear and tear excepted, and to standards at least equal to those maintained prior to the date of this Agreement;
- (d) shall ensure that the Assets are not engaged in any type of business other than the type of business conducted as of the date of this Agreement, except with the prior approval of the Commissioner; and
- (e) shall not knowingly take or allow to be taken any action that materially and adversely affects the financial status of the Assets.

6. In addition to the foregoing, Superior shall provide sufficient financial resources, to:

- (a) perform all maintenance to, and replacements of, the Assets; and
- (b) maintain the viability, competitive vigour, and marketability of the Assets to comply with the obligations set out in paragraph 5(c) of this Agreement.

7. Superior shall notify the Commissioner forthwith of any material change in the value, condition or status of the Assets that could materially affect their market value or saleability.

V. DIVESTITURE PROCEDURE

8. The Divestiture, whether carried out by Superior or the Divestiture Trustee, shall be completed in accordance with the following general terms, compliance with which is a matter for the Commissioner's determination alone:

- (a) by sale or other disposition necessary to ensure that by the completion of the Divestiture, Superior has, directly or indirectly, no remaining direct or indirect title, right or interest in the Assets;

- (b) to a single Purchaser who is at arm's length to Superior and who meets the following criteria:
 - (i) the Purchaser shall effect the purchase with a demonstrated commitment to carrying on the business and competing effectively in retail propane and related services markets in both Central and Western Newfoundland; and
 - (ii) the Purchaser shall have the managerial, operational and financial capability to compete effectively in retail propane and related services markets in both Central and Western Newfoundland;
- (c) by way of a public tender, bidding or other procedure to allow a fair opportunity, within the constraints of this Agreement including mandated timeframes for divestiture, for a *bona fide* prospective Purchaser to obtain notice of the Divestiture and to offer to acquire the Assets to be divested pursuant to this Agreement; and
- (d) on usual commercial terms for transactions of the size and nature of those contemplated in this Agreement, including reasonable and ordinary commercial representations and warranties.

The compliance of the Divestiture with these foregoing terms shall be considered and approved solely by the Commissioner. In addition, the Commissioner will also take into account the likely impact of the Divestiture on competition in deciding whether or not to approve the Divestiture. The decision of the Commissioner as to whether to approve the Divestiture shall be in writing.

9. Superior shall not provide financing for any part of the Divestiture except with the consent of the Commissioner.

10. Any Person making a *bona fide* inquiry of Superior or the Trustee, as the case may be, regarding the possible purchase by that Person or its principal of any of the Assets pursuant to this Agreement shall be notified that the sale is being made pursuant to this Agreement and shall be provided with a copy of this Agreement, with the exception of the provisions that continue to be confidential at that time.

11. Any prospective Purchaser with a *bona fide* interest in purchasing the Assets pursuant to this Agreement shall:

- (a) be furnished with all pertinent information regarding the Assets within fourteen (14) days of a request therefore; and;
- (b) be permitted to make such reasonable inspection of the Assets and of all operational or other non-privileged documents and information which may be relevant to the Divestiture, except for any documents which at the time

of request for the inspection of such documents the Commissioner has agreed not be disclosed or such documents that have been made the subject of an order of confidentiality of the Tribunal.

VI. INITIAL SALE PERIOD

12. The Initial Sale Period commences on Closing Date and ends at the time prescribed in the Confidential Schedule "B".

13. Upon registration of this Agreement, Superior shall promptly commence the Divestiture process contemplated by this Agreement and shall use all reasonable commercial efforts to complete the Divestiture prior to the end of the Initial Sale Period.

14. Superior shall provide the Commissioner with progress reports regarding the Divestiture every two (2) weeks and shall, within three (3) business days, respond to any further requests from the Commissioner for additional information regarding the Divestiture. In addition, Superior shall notify the Commissioner forthwith of any negotiations with a prospective Purchaser that may lead to a sale and shall forward copies to the Commissioner of any legal agreement which it signs with a prospective Purchaser, including non-binding expressions of interest.

15. Superior shall notify the Commissioner of any proposed Divestiture no less than thirty (30) days prior to the date upon which any binding offer by a proposed Purchaser expires, unless the Commissioner otherwise agrees.

16. Within ten (10) days of the receipt of the notice described in the immediately preceding paragraph, the Commissioner may request additional information concerning the proposed Divestiture.

17. The Commissioner shall notify Superior within five (5) days of the receipt of all of the required additional information requested, as referred to in the immediately preceding paragraph, of the approval of, or the objection to, the proposed Divestiture.

18. If the Commissioner does not require additional information as a result of the notification of Superior referred to in paragraph 16, the Commissioner shall notify Superior within twenty (20) days of the approval of, or the objection to, the proposed Divestiture.

19. If the Divestiture is not completed prior to the end of the Initial Sale Period, the Divestiture of the Assets shall be carried out by a Divestiture Trustee in accordance with the procedure set out in Part VII of this Agreement.

VII. DIVESTITURE TRUSTEE SALE

20. The Commissioner may appoint the Divestiture Trustee pursuant to this Part thirty (30) days before the expiry of the Initial Sale Period. Upon appointment of the Divestiture Trustee, Superior shall, subject to the requirements of paragraph 21 below, provide complete access to the Divestiture Trustee to all information relating to the Assets then in their possession or control. The Commissioner's appointment of the Divestiture Trustee shall be on the following terms and conditions regarding the Divestiture Trustee's powers, duties, authority, and responsibilities:

- (a) The Divestiture Trustee will be a Person(s) with experience and expertise in acquisitions and divestitures;
- (b) Subject to the exclusive oversight and approval by, and in consultation with, the Commissioner, the Divestiture Trustee shall have the exclusive authority to control the Divestiture Process as described in Part VII of this Agreement by whatever procedure the Divestiture Trustee believes, in its sole discretion, is suitable to effect the Divestiture in the time allotted under the conditions in this Agreement; and;
- (c) The Divestiture Trustee's obligations and powers under this Agreement shall not expire until the Divestiture is completed.

21. The Divestiture Trustee shall execute a confidentiality agreement in the form required by the Commissioner and shall refrain from communicating any Confidential Information to anyone except to the extent reasonably required to effect the Divestiture.

22. The Divestiture Trustee shall have ninety (90) days in which to accomplish the Divestiture. The Trustee Sale Period may be extended at the sole discretion of the Commissioner.

23. The Trustee shall offer the Assets for sale. **[confidential]**

24. The Divestiture Trustee shall have full and complete access to the personnel, books, records and facilities related to the assets that remain to be divested or to any other information deemed relevant by the Divestiture Trustee to affect the Divestiture. Superior shall take all necessary steps to assist the Divestiture Trustee in its accomplishment of the Divestiture.

25. Superior shall fully and promptly respond to all requests from the Divestiture Trustee and shall provide all information the Divestiture Trustee may request. Upon the

appointment of the Divestiture Trustee, Superior shall identify a person responsible for responding to such requests from the Divestiture Trustee.

26. The Divestiture Trustee shall use commercially reasonable efforts to negotiate the most favourable terms and conditions available at that time, and, if necessary to effect the Divestiture, shall [**confidential**]. The Divestiture Trustee's opinion of what constitutes the most favourable terms and conditions is subject only to the Commissioner's approval

27. The Divestiture Trustee shall have the sole authority to determine and to impose all reasonable and ordinary commercial representations and warranties for the purpose of affecting the Divestiture.

28. The Divestiture Trustee shall serve, without bond or other security, at the cost and expense of Superior on such reasonable and customary terms and conditions as the Commissioner may determine.

29. The Divestiture Trustee shall have the authority to engage, at the cost and expense of Superior, such consultants, accountants, lawyers, business brokers, appraisers, and other representatives and assistants as are necessary to carry out the Divestiture Trustee's duties and responsibilities.

30. Superior will not be included in the Divestiture process, including negotiations, nor will Superior have contact with prospective Purchasers, unless approved by the Commissioner. However, the Divestiture Trustee may consult with Superior where the former considers such consultation to be appropriate.

31. Superior shall pay all invoices submitted by the Divestiture Trustee on a monthly basis. Any outstanding monies owed to the Divestiture Trustee by Superior shall be paid out from any proceeds of the Divestiture.

32. Superior shall indemnify the Divestiture Trustee and hold the Divestiture Trustee harmless against any losses, claims, damages, liabilities, or expenses arising out of, or in connection with, the performance of the Divestiture Trustee's duties, including all reasonable fees of counsel and other expenses incurred in connection with the preparation for, or defence of any claim, whether or not resulting in any liability, except to the extent that such liabilities, losses, damages, claims, or expenses result from malfeasance, gross negligence or bad faith by the Divestiture Trustee.

33. If the Divestiture Trustee ceases to act or fails to act diligently or otherwise in accordance with this Agreement or any agreement between the Commissioner and the Divestiture Trustee, the Commissioner may appoint a substitute Divestiture Trustee in the same manner as provided for in this Part for appointment of the initial Divestiture Trustee.

34. The Divestiture Trustee shall have no obligation or authority to operate or maintain the assets to be divested by the Divestiture Trustee.

35. The Divestiture Trustee shall report in writing to the Commissioner every twenty-one (21) days, and upon the Commissioner's request within three (3) days, concerning the Divestiture Trustee's efforts to accomplish the Divestiture. Such reports shall contain reasonable detail on the steps being taken by the Divestiture Trustee to effect the divestiture, including, but not limited to, the identity of prospective Purchasers, the status of negotiations with such prospective Purchasers, and any additional information requested by the Commissioner.

36. The Divestiture Trustee shall notify the Commissioner, in writing, of any proposed Divestitures. Such notice shall include:

- (a) the identity of the proposed Purchaser;
- (b) the details of the proposed transaction; and
- (c) information concerning whether, in the view of the Divestiture Trustee, the proposed Purchaser would satisfy the terms of this Agreement.

37. The Divestiture Trustee shall also notify Superior in writing, of any proposed Divestitures. Such notice shall include:

- (a) the identity of the proposed Purchaser; and
- (b) the details of the proposed transaction.

38. Within ten (10) days of the receipt of the notice described in the immediately preceding paragraph, the Commissioner may request additional information from the Divestiture Trustee concerning the proposed Divestiture.

39. The Commissioner shall notify the Trustee within five (5) days of the receipt of all of the required additional information requested, as referred to in the immediately preceding paragraph, of the approval of, or objection to, the proposed Divestiture.

40. If the Commissioner does not require additional information as a result of the notification of the Trustee referred to in paragraph 38, the Commissioner shall notify the Trustee within twenty (20) days of the acceptance of, or objection to, the proposed Divestiture.

41. As the Divestiture Trustee's primary obligation is to divest the Assets to a Person(s) approved by the Commissioner, Superior may not object to, or challenge, the Divestiture Trustee Sale on any grounds other than malfeasance, gross negligence or bad faith on the part of the Divestiture Trustee in fulfilling its obligations hereunder. If Superior objects to the terms and conditions of a Divestiture that have been proposed by the Divestiture

Trustee on the grounds of malfeasance, gross negligence or bad faith by the Divestiture Trustee, Superior or the Commissioner may apply to the Tribunal for directions.

42. All proceeds of any Divestiture Trustee Sale shall be paid to Superior or as Superior may direct.

43. Where the Commissioner or Superior has objected to a proposed Divestiture Trustee Sale, it shall not be completed without the approval of the Tribunal.

VII. NOTICE TO FORMER IRVING CUSTOMERS

44. Within 10 working days of the Closing Date, Superior shall distribute to all of Irving's former propane customers in Central and Western Newfoundland, a notice in the form set out in Schedule "D" to this Agreement.

45. Within 10 working days of the completion of a Divestiture, Superior shall distribute to all of Irving's former propane customers in Central and Western Newfoundland, a notice in the form set out in Schedule "E" to this Agreement.

VIII. FAILURE OF DIVESTITURE TRUSTEE SALE

46. If the Assets have not been Divested at the end of the Divestiture Trustee Sale Period (including any extensions), or if the Commissioner is of the opinion that the Divestiture will not likely be completed prior to the end of the Divestiture Trustee Sale Period, the Commissioner may apply to the Tribunal for such order as is necessary to effect the Divestiture, including an order that other assets be offered for sale or additional steps be taken to effect the Divestiture.

47. Superior agrees that the Tribunal has jurisdiction to grant such relief as is required to give effect to this Agreement and complete the Divestiture.

IX. NOTIFICATION

48. Superior shall provide a copy of this Agreement to each of its own and its Affiliates' officers, employees, or agents having managerial responsibility for any obligations under this Agreement, no later than fifteen (15) days from the date this Agreement is registered.

49. Notices, reports and other communications required or permitted pursuant to any of the terms of this Agreement, shall be in writing and shall be considered to be given if dispatched by personal delivery, registered mail or facsimile transmission to the parties:

If to the Commissioner:

The Commissioner of Competition
Competition Bureau
Industry Canada
Place du Portage, 19th Floor
50 Victoria Street, Phase I
Gatineau, Quebec K1A 0C9

Attention: Ann Wallwork, Assistant Deputy Commissioner (Mergers)

Tel: 819-953-4308

Fax: 819-994-0998

With a copy to:

Director, Competition Law Division
Competition Law Division
Department of Justice
Place du Portage, 22nd floor
50 Victoria Street, Phase I
Gatineau, Quebec K1A 0C9

Attention: Jeff Richstone

Fax: (819) 954-0964

If to **Superior**:

Superior Propane, a division of Superior Plus LP
1111 49th Avenue N.E.
Calgary, Alberta T2E 8V2

Attention: General Counsel

Tel: (403) 730-5829

Fax: (403) 730-7523

X. DURATION

50. Superior shall be bound by the terms of this Agreement until a Divestiture of all of the Assets is completed and all other obligations are discharged in accordance with this Agreement or further order of the Tribunal.

51. The Divestiture shall be considered to be completed when all right, title and interest of Superior in the Assets have been conveyed to a Purchaser in accordance with the terms of this Agreement.

XI. GENERAL

52. Superior consents to the registration of this Agreement by the Tribunal.

53. For the purpose of determining or securing compliance with this Agreement and subject to any valid claim to a legally recognized privilege, Superior shall permit any duly authorized representative of the Commissioner to:

- (a) access Superior and the Assets during regular office hours, after a minimum of two (2) business days notice, to inspect and copy all books, ledgers, accounts, correspondence, memoranda, and all other records and documents in the possession or under the control of Superior relating to compliance with this Agreement; and
- (b) interview directors, officers or employees of Superior or other persons employed in connection with the Assets, after a minimum of five (5) business days notice, on matters relating to compliance with this Agreement. Such interviews are to be conducted without restraint or interference from Superior.

54. Confidential terms in this Agreement shall be made public when the Divestiture Trustee Sale Period commences, or when the Divestiture has been completed, whichever is first.

55. The Commissioner may extend any of the time periods contemplated by this Agreement. Superior and the Commissioner may agree to amend this Agreement in any manner pursuant to subsection 106 (1) of the Act.

56. Computation of any time periods contemplated by this Agreement shall be in accordance with the *Interpretation Act*, R.S.C. 1985, c. I-21. For the purpose of this Agreement, the definition of "holiday" in the *Interpretation Act* shall be deemed to include Saturday.

57. This Agreement constitutes the entire agreement between the Commissioner and Superior with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether written or oral.

58. Nothing in this Agreement abrogates the notification obligations set out in Part IX of the Act.

59. In the event of a dispute as to the interpretation, application or implementation of this Agreement, the Commissioner, the Divestiture Trustee, or Superior shall be at liberty to apply to the Tribunal for a further Order.

60. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument. In the event of any discrepancy between the English and French versions of this Agreement, the English version shall prevail.

DATED at Gatineau , this 15th day of April, 2008.

“Per: John Syme”

Commissioner of Competition

“John Gleason”

Superior Propane, a division of Superior Plus LP, By its General Partner, Superior Plus Inc.

Per: John Gleason, President Superior Propane

FILED AND REGISTERED BY the Tribunal, this _____ day of _____, 2008.

SCHEDULE "A" – ASSETS**Truck**

Superior's 2002 Tandem Axle Unit # 286 with a barrel capacity of 4,300 USWG currently located at Grand Falls, NL

Tanks**Grand Falls**

Tank #	Capacity	Size	Service	Last Inspected	Installed	XII. Manufacture / Ser #
1	113,562	30,000 gal	Bulk Storage		1989	Toronto Iron Works 4845

Corner Brook

Tank #	Capacity	Size	Service	Last Inspected	Installed	XIII. Manufacture / Ser #
1	321,758	85,000 gal	Bulk Storage		1993	TIW Industries/6187

Prior to the completion of the Divestiture, Superior shall at its own expense, take all such steps as are necessary to de-commission and disconnect each of the tanks and ready them for transport and installation at another location.

CONFIDENTIAL SCHEDULE “B” - INITIAL SALE PERIOD

“**Initial Sale Period**” means the [confidential] day period immediately following the Closing Date, subject to extension by agreement of the Commissioner and Superior. In particular, the Commissioner may consider extending this period if Superior establishes to the Commissioner’s satisfaction that a prospective sale is imminent and the closing of such sale would take place following the Initial Sale Period.

CONFIDENTIAL SCHEDULE "C"

[confidential]

SCHEDULE "D" – NOTICE TO FORMER IRVING CUSTOMERS ON CLOSING

<<Date>>

<<Name>>

<<Street Address>>

<<City, Province, Postal Code>>

Dear <<Customer Name>>,

Welcome to Superior Propane! We're very happy to have you as a customer and are making every effort to ensure a seamless transition of your account. As a valued Superior Propane customer, you can be confident that you'll receive **reliable propane deliveries** and **best-in-class customer service**.

Below you'll find your new Superior Propane account number. Please note that the terms of your account are the same as with your previous supplier, with two exceptions. Superior Propane will not be enforcing the provisions in your current tank rental agreement with your previous supplier relating to automatic renewal or payback of installation costs upon early termination. In practical terms, what this means is that if you wish to purchase propane from another supplier, either now or in the future, you can without penalty terminate your tank rental agreement with Superior Propane on 30 days written notice and, in that event, you will not be required to pay for any of the installation costs associated with that propane tank at your location.

Your New Account Number: _____

If you have an outstanding balance owing to your previous supplier on _____, that balance owing will be transferred over to Superior Propane. You will therefore receive a Statement of Account from us, which will act as an invoice. We ask that you please remit your payment to the address indicated on the Statement of Account, in order to bring your account balance to zero.

Over the coming weeks, one of our Customer Service Representatives will be contacting you to confirm that your account information is accurate and complete.

Should you have any questions or concerns about the transition of your account, please do not hesitate to call our _____ branch office at (____) ____-____.

If you wish to find out more about our products and services, visit the **Superior in Your Home** section of our website at superiorpropane.com. For emergency service, we can be reached 24/7 through our toll-free phone number, **1-875SUPERIOR (1-877-873-7467)**.

We're proud to be active members of your community and look forward to delivering all your propane needs.

Your Dedicated Customer Service Team
Superior Propane

SCHEDULE "E"**NOTICE TO FORMER IRVING CUSTOMERS ON COMPLETION OF DIVESTITURE**

<<Date>>

<<Name>>

<<Street Address>>

<<City, Province, Postal Code>>

Dear <<Customer Name>>,

It has now been <<time >> since you became a Superior customer. We trust that we have made good on our commitment to provide you with reliable propane deliveries and best-in-class customer service.

You will recall that in our letter to you dated <<date>>, we indicated that the terms of your account would remain the same as with your previous supplier, with two exceptions. This Notice is simply to remind you Superior Propane will not be enforcing the provisions in your current tank rental agreement with your previous supplier relating to automatic renewal or payback of installation costs upon early termination. In practical terms, what this means is that if you wish to purchase propane from another supplier, either now or in the future, you can without penalty terminate your tank rental agreement with Superior Propane on 30 days written notice and, in that event, you will not be required to pay for any of the installation costs associated with that propane tank at your location.

Your Dedicated Customer Service Team
Superior Propane