

North Parkland Power REA Limited
ELECTRIC SERVICE CONTRACT
(referred to as the "Contract")

and

Registration of the Utility Right of Way Under the Land Titles Act

I. PARTIES

This section identifies the parties to this Contract:

- (1) _____, the person(s) applying for electrical service whose signature(s) appear at the end of this Contract and whose address is _____ Alberta, _____ is/are the Consumer. For the purposes of this Contract the Consumer is the registered owner.
- (2) **North Parkland Power Rural Electrification Association Limited**, whose address is P.O. Box 501 Thorhild, Alberta T0A 3J0 is the _____ corporation with whom you enter into this Contract and is referred to as the "**Association**".

2. LANDS

This section describes the property that will be supplied with electrical service. Other property owned or controlled by the Consumer which the Association requires a utility right-of-way for its electrical distribution is also subject to this Contract. Electrical service shall be provided to the following location:

Short Legal _____, Title _____.

The service location and other property above will be referred to as the "Lands".

3. INTERPRETATION

The capitalized words used in this Contract shall have the following meanings:

"UTILITY RIGHT-OF-WAY" means the right to access and a right on, over or under the Lands for the purpose of carrying, laying, constructing, maintaining or using conduits, cables, wires, poles or transmission lines, in addition to installing, operating, inspecting, patrolling, removing, replacing, reconstructing, altering and repairing the Association's electrical distribution system and the extension to it. It also includes the rights of entry and exit to and from the Lands for all purposes referred to in this Contract.

"AEUB" means the Alberta Energy and Utilities Board.

"REA MASTER AGREEMENT" means the agreement and its renewal, replacement, as amended or substituted, made between the Association and, depending on the service area, ATCO Electric Ltd. or Utilicorp Networks Canada (Alberta) Ltd. as applicable and their successors or assigns.

4. THE REA MASTER AGREEMENT

This contract is subject to all the provisions of the REA Master Agreement, including those provisions that deal with requirements for the Consumer in the Association. The Consumer agrees to accept all of the provisions in the REA Master Agreement as though they were specifically set out in this Contract. The Association shall make a copy of the REA Master Agreement available to the Consumer when requested by the Consumer in writing.

5. TERMS AND CONDITIONS

This Contract is subject to all the provisions of the Terms and Conditions of Electric Service - Members and Terms and Conditions for Distribution Access - Retailers as approved by the Board of Directors of the Association and filed for information with the AEUB.

6. UTILITY RIGHT-OF-WAY

- (1) **Utility Right-of-Way:** The Consumer grants to the Association its employees, contractors and agents a Utility Right-of-Way. The Utility Right-of-Way extends to any continuation of or branch from any extension to the electrical distribution system as the Association may require to enable it to serve its other Consumers. Where the Association reasonably considers it necessary by reason of the nature of the condition of the lands or the circumstances then existing the Association shall have the right to go on or across all or any part of the Lands for the purpose of gaining access to the electric distribution system.
- (2) **Duration of the Utility Right-of-Way:** The Utility Right-of-Way granted continues in full force and effect for so long as the Association, its successors and assigns, continue to maintain and operate its electrical distribution facilities located on the Lands. The Utility Right-of-Way shall continue even if any of the following events happen:
 - (i) the Consumer or the Association no longer uses the service;
 - (ii) the Association stops providing some or all of its service to the Consumer, any subsequent owner, lessee or occupier of the Lands:
Or
 - (iii) this Contract is terminated.

- (3) **Vegetation Management:** The Utility Right-of-Way gives the Association the right to carry out vegetation management programs, including the removal of trees and brush. The Association is responsible for all vegetation management on all the high voltage lines up to and including the transformer pole. The Consumer is responsible for all vegetation management on secondary lines that are low voltage. The consumer also agrees not to plant any trees or shrubs which may encroach on the right-of-way granted by this utility right-of-way. If such trees are planted the Association shall have the right to remove them at the Consumer's expense.
- (4) **The Consumer charges** the Lands set in clause 2 above for any debt, interest and costs that may become owing by the consumer to the Association pursuant to this Contract and the said Lands are hereby secured to the extent of that debt.

7. CHARGE ON LAND

The Member charges the Lands for any debt, interest and costs that may become owing by the Member to the Association under this Contract and the Lands are hereby secured to the extent of that debt.

8. TERM AND TERMINATION

This Contract will continue in effect, unless at least thirty (30) days written notice is given by either party requesting that this contract be terminated. A member may request this Contract be terminated if eligibility changes and if approved by the Board of Directors. All Outstanding accounts must be paid and Regulated Default Supply obligations including exit fees, if applicable, must be fulfilled.

9. VERBAL AGREEMENTS

No promises, agreements or representations of any agent or employee of the Association shall be binding unless this contract is amended in writing and agreed upon by both parties to the Contract.

10. TRANSFER OF CONTRACT

This contract is not transferable or assignable by Consumer.

11. ASSOCIATION'S AGENTS

The Association is entitled to assign any part of this Contract. The Association is also entitled to appoint, employ or engage any Person to do any act or thing which the Association is required or entitled to do under this Contract. Such Person, may act in such Person's own name or in the name of the Association.

12. TITLE

The Association remains the owner of all facilities necessary to provide service to the Consumer. Any contribution made by the Consumer does not entitle the Consumer to any ownership of such facilities.

13. INDEMNIFICATION

The word "indemnify" is a legal term which means to protect from and compensate for any losses from penalties or liabilities. The Consumer agrees to indemnify the Association, its employees and agents, from any claim or for injury to person(s) or damage to property related to the use of the electrical service provided. This indemnification applies so long as injury or damage was not caused by willful misconduct or negligence of the Association or its employees and agents.

14. AUTHORITY

The Association is subject to the authority of the AEUB or its successor. The provision of electrical energy under this Contract shall done in compliance with any directives the AEUB may issue from time to time.

15. LIABILITY

If the Consumer is made up of two or more parties, all obligations and liabilities of the Consumer arising from this Contract will apply to each party independently.

16. BINDING EFFECT

This Contract will only become binding and enforceable once it has been accepted by the Association. The Association is entitled to refuse any application for electric service. Any funds received with an application that is refused will be returned.

17. NOTICE

Notice required under clause 7 shall be deemed to have been properly given by mailing the same by registered mail to the Consumer at the address in 1 (a) above and shall be conclusively deemed to be received by the Consumer seven (7) days after postmarked.

18. TIME AND BENEFIT

Time shall be of the essence in this Contract. This means that the provisions of this Contract will be performed by the parties as soon as reasonably possible in the circumstances.

19. GENERAL

This Contract shall be binding on and enforceable by the parties as well as their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF the Consumer has executed this application this ____ day of ____, ____.

Witness

(Consumer's Signature) ____

Witness:

(Consumer's Signature) ____

Witness

(Consumer's Signature) ____

This application accepted by the Association this ____ day of _____, 2011
North Parkland Power Rural Electrification Association Limited
Per: _____
Per: _____

AFFIDAVIT OF EXECUTION

CANADA) I, _____, of _____, in the
PROVINCE OF ALBERTA) Province of Alberta, MAKE OATH AND SAY THAT:
TO WIT:)

- (1) I was personally present and did see _____ named in the within Instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purposes named therein.
- (2) The same was executed at _____, in the Province of Alberta, and that I am the subscribing witness thereto.
- (3) I know the said _____ and _____ (he/she) is in my belief, of the full age of eighteen years.

SWORN BEFORE ME at _____)
In the Province of Alberta, this _____ day of _____)
_____, 2011.)

Witness

A commissioner for Oaths in and for the Province of Alberta