APEX UTILITIES INC

INTER-AFFILIATE CODE OF CONDUCT COMPLIANCE PLAN

Effective July 7, 2020
Updated December 15, 2020, to reflect a corporate name change.

APEX UTILITIES INC

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1 PURPOSE AND OBJECTIVES OF THE COMPLIANCE PLAN

The purpose of this Compliance Plan is to set out the policies and mechanisms that Apex Utilities Inc. ("AUI") will employ to ensure compliance with the provisions of the Code by AUI, its directors, officers, employees, consultants, contractors and agents, and by Affiliates of AUI with respect to the interactions of the Affiliates with AUI.

This Compliance Plan describes certain obligations and responsibilities of specified AUI management personnel; however, all or a portion of the tasks described in this Compliance Plan may be delegated by the specified AUI management personnel to other AUI personnel.

Questions or comments concerning the Compliance Plan should be directed to the AUI Compliance Officer or the Alberta Utilities Commission.

AUI Compliance Officer
(780) 986-5215
complianceofficer@apexutilities.ca

Alberta Utilities Commission
310-4AUC (inside Alberta)
1-833-511-4AUC (outside Alberta)
info@auc.ab.ca

Copies of the Code and this Compliance Plan are available at www.apexutilities.ca/codes-of-conduct. The numbering used in this Compliance Plan is consistent with the numbering used in the Code.

2 GENERAL PROVISIONS

2.1 DEFINITIONS

In this Compliance Plan, the following capitalized words and phrases shall have the following meanings:

(a) "ABCA" means the Business Corporations Act, R.S.A.2000 c. B-9.

(b) "Access Control List" is a list of all persons who are employees of an Affiliate, who have access to Information Services.

(c) "Affiliate" means with respect to AUI:

(i) an "affiliate" as defined in the ABCA;

(ii) a unit or division within AUI or any Body Corporate referred to in clause (b) (i) above;

(iii) a partnership, joint venture, or Person in which AUI or any Body Corporate referred to in clause (b) (i) above has a controlling interest or that is otherwise subject to the control of AUI or such Body Corporate;

(iv) any partnership, joint venture, or Person deemed by the AUC to be an Affiliate of AUI for the purposes of the Code; and

(v) an agent or other Person acting on behalf of any Body Corporate, operating division, partnership, joint venture or Person referred to in clauses (b) (i) to (iv) above.

(d) "Affiliated Party Transactions Summary" unless otherwise directed by the AUC, means in respect of any period of time, a summary overview of each type of business transaction or service, other than Major Transactions or Utility Services, performed by an Affiliate for AUI or by AUI for an Affiliate, which summary shall contain a general description of the transactions and services, the parties involved and the approximate aggregate value of each type of transaction or service during the said period.

(e) "AUI" means Apex Utilities Inc.

(f) "Board of Directors" means the Board of Directors of AUI.

(g) "Body Corporate" means a "body corporate" as defined in the ABCA.

(h) "Code" means the AUI Inter-Affiliate Code of Conduct as amended and approved by the Board.

(i) "Compliance Officer" shall have the meaning ascribed thereto in Section 7.3 of the Code.

(j) "Compliance Plan" shall mean this AUI Inter-Affiliate Compliance Plan.

(k) "Compliance Plan Committee" shall mean a committee which shall meet at least quarterly, comprised of at least the following:

- President
- Vice President, Corporate Services
- Vice President, Financial Services & Regulatory Affairs
- Vice President, Operations & Engineering
- Senior Regulatory Counsel
- Compliance Officer (if not one of the above)
- Director, Regulatory Affairs
- Director, Customer Relations

(l) "Compliance Report" shall have the meaning ascribed thereto in Section 7.6 of the Code. Quarterly, AUI will provide an exception report or a more detailed report, if there is a matter that ought to be brought to the attention of the Alberta Utilities Commission.

(m) "Compliance Training Material" means the material developed by the President prior to the end of each calendar year which will be used to ensure that all directors, officers, employees, consultants, contractors and agents of AUI are familiar with the provisions of the Code, and this Plan. At a minimum, the material will include instructions on:

- impartial application of the AUI tariff
- equal access to Utility Services
- avoiding undue influence of customers with respect to Affiliates
- ensuring Affiliate compliance with the Code
- appropriate use of the AUI name, logo, or other distinguishing characteristics
- confidentiality of Utility information
- treatment of Confidential Information related to customers
- process for forwarding disputes, complaints or inquiries to the Compliance Officer.

(n) "Confidential Information" means any information relating to a specific customer or potential customer of AUI, which information AUI has obtained or compiled in the process of providing current or prospective Utility Services and which is not otherwise available to the public.

(o) "Cost Recovery Basis" with respect to:

(i) the use by one Affiliate of another Affiliate's personnel, means the fully burdened costs of such personnel for the time period they are used by the Affiliate, including salary, benefits, vacation, materials, disbursements and all applicable overheads;

(ii) the use by one Affiliate of another Affiliate's equipment, means an allocated share of capital and operating costs appropriate for the time period utilized by the Affiliate;

(iii) the use by AUI of an Affiliate's services, means the complete costs of providing the service, determined in a manner acceptable to AUI, acting prudently;

(iv) the use by an Affiliate of AUI's services, means the complete costs of providing the service, determined in a manner acceptable to AUI, acting prudently; and

(v) the transfer of equipment, plant inventory, spare parts or similar assets between Utilities, means the net book value of the transferred assets.

(p) "AUC" means the Alberta Utilities Commission.

(q) "Fair Market Value" means the price reached in an open and unrestricted market between informed and prudent parties, acting at arms length and under no compulsion to act.

(r) "For Profit Affiliate Service" means any service, provided on a for-profit basis:

(i) by AUI to a Non-Utility Affiliate, other than a Utility Service; or

(ii) by a Non-Utility Affiliate to AUI.

(s) "Information Services" means any computer systems, computer services, databases, electronic storage services or electronic communication media utilized by AUI relating to AUI customers or AUI operations.

(t) "Major Transaction" means a transaction or series of related transactions within a calendar year between AUI and an Affiliate relating to the sale or purchase of an asset(s) or to the provision of a service or a similar group of services, other than Utility Services, which has an aggregate value within that calendar year of $500,000 or more.

(u) "Non-Utility Affiliate" means an Affiliate that is not a Utility.

(v) "Occasional Services" shall have the meaning ascribed thereto in Section 3.3.6 of the Code.

(w) "Operational Efficiencies" means the use of common facilities (such as shared warehousing or field offices), combined purchasing power or the use of other cost saving procedures, individual assets or groups of assets used in Utility operations (such as equipment, plant inventory, spare parts or similar assets).

(x) "Person" means a "person" as defined in the ABCA.

(y) "Services Agreement" means an agreement entered into between AUI and one or more Affiliates for the provision of Shared Services or For Profit Affiliate Services and shall provide for the following matters as appropriate in the circumstances:

(i) the type, quantity and quality of service;

(ii) pricing, allocation or cost recovery provisions;

(iii) confidentiality arrangements;

(iv) the apportionment of risk;

(v) dispute resolution provisions; and

(vi) a representation by AUI and each Affiliate party to the agreement that the agreement complies with the Code.

(z) "Shared Service" means any service, other than a Utility Service or a For Profit Affiliate Service, provided on a Cost Recovery Basis by AUI to an Affiliate or by an Affiliate to AUI.

(aa) "TriSummit Group of Companies" means TriSummit Utilities Inc. and all companies that are Affiliates of this entity.

(bb) "Utility" means any Body Corporate or any unit or division thereof, that provides a Utility Service and falls within the definition of:

(i) "electric utility" under the *Electric Utilities Act, S.A. 2003, c. E-5.1*;

(ii) "gas utility" under the *Gas Utilities Act, R.S.A. 2000, c. G-5*; or

(iii) "public utility" under the *Public Utilities Board Act, R.S.A. 2000, c. P-45*.

(cc) "Utility Service" means a service, the terms and conditions of which are regulated by the AUC, and includes services for which an individual rate, joint rate, toll, fare, charge or schedule of them, have been approved by the AUC.

2.2 INTERPRETATION

Headings are for convenience only and shall not affect the interpretation of this Plan. Words importing the singular include the plural and vice versa. A reference to a statute, document or a provision of a document includes an amendment or supplement to, or a replacement of, that statute, document or provision.

2.3 TO WHOM THIS PLAN APPLIES

All directors, officers, employees, consultants, contractors and agents of AUI are obligated to comply with this Plan and all directors, officers, employees, consultants, contractors and agents of Affiliates of AUI are obligated to comply with this Plan to the extent they interact with AUI.

2.4 COMING INTO FORCE

This Plan comes into force on approval by the AUC.

2.5 AMENDMENTS TO THIS PLAN

This Plan may be reviewed and amended from time to time by the Company, but such amendment shall only be effective upon approval by the AUC. In addition, this Plan may be reviewed and amended from time to time by the AUC on its own initiative.

2.6 EXEMPTIONS

AUI Policy: AUI may apply to the AUC for an exemption with respect to compliance with any provision of the Code. Any such application will specify if the requested exemption is in respect of a particular transaction, series of transactions, for a specified period of time, or is for a general exemption from a particular provision.

Mechanism 1: The Compliance Officer will maintain an up-to-date list of AUC-approved exemptions.

Mechanism 2: The Compliance Officer will include in the Compliance Report required by Section 7.4 of the Code, a summary list of exemptions granted to the Code or exceptions utilized, as required by Section (l) of the annual Compliance Report.

2.7 AUTHORITY OF THE AUC

Upon approval of this Plan by the AUC, such approval does not detract from, reduce or modify in any way, the powers of the AUC to deny, vary, approve with conditions, or overturn, the terms of any transaction or arrangement between AUI and one or more Affiliates that may be done in compliance with this Plan. Compliance with this Plan does not eliminate the requirement for

specific AUC approvals or filings where required by statute or by AUC decisions, orders or directions.

3 GOVERNANCE AND SEPARATION OF UTILITY BUSINESSES

3.1 GOVERNANCE

3.1.1 SEPARATE OPERATIONS

AUI Policy: AUI business and affairs will be managed separately from the business and affairs of its Non-Utility Affiliates, except as required to fulfill corporate governance, policy, and strategic direction responsibilities of the TriSummit Group of Companies and AUI.

Mechanism 1: The Compliance Officer will maintain an up-to-date list of the Board of Directors.

Mechanism 2: On an annual basis, the Compliance Officer will provide an education session to the Board of Directors. Within 30 days of the end of the calendar year, the Compliance Officer will seek and obtain a written acknowledgement from each member of the Board of Directors, in the form attached as Schedule "A" to this Compliance Plan, indicating that they have received the Compliance Training Material, that they are familiar with the requirements of the Code and the Compliance Plan, and the business and affairs of AUI have been managed separately from the business and affairs of its Non-Utility Affiliates, except as required for providing corporate governance, policy, and strategic direction to the TriSummit Group of Companies.

Mechanism 3: The Compliance Plan Committee will review the above acknowledgements at the quarterly meeting that is subsequent to completion of the acknowledgments. The minutes of the meeting at which the acknowledgements are reviewed will reflect the results of the review. Any instances of non-compliance with this policy will be identified by the Compliance Plan Committee, and will be treated as an inquiry under the Code (see Section 8).

3.1.2 COMMON DIRECTORS

Retained for numbering consistency.

3.1.3 SEPARATE MANAGEMENT

AUI Policy: Subject to Sections 3.1.4 and 3.1.5 of the Code, AUI will have a separate management team and separate officers from its Non-Utility Affiliates, but may share management team members or officers with other Affiliated Utilities.

Mechanism1: Prior to a change in the make-up of the AUI management team, or changing the AUI officers, the President of AUI will consult the AUI Compliance Officer. If the Compliance Officer identifies a potential concern with adherence to this policy, he will advise the President in writing and initiate an inquiry under the Code (Section 8).

Mechanism 2: The Compliance Officer will maintain an up-to-date list of AUI management team members and officers who are shared with any Affiliate.

Mechanism 3: At each quarterly meeting of the Compliance Plan Committee, a list of current AUI management team members and officers will be compared to a list of Non-Utility Affiliate management team members and officers, and the minutes of the meeting will reflect the outcome of this comparison. Alternatively, prior to each quarterly Compliance Plan Committee meeting the Compliance Officer will compare current AUI management team members and officers to current Non-Utility Affiliate management team members and officers. The Compliance Officer will provide certification, in the form attached as Schedule "H", of the results of this comparison at the subsequent quarterly meeting of the Compliance Plan Committee.

Mechanism 4: Any conflicts with this policy identified as a result of this review will be treated as an inquiry under the Code (see Section 8).

3.1.4 SEPARATE MANAGEMENT EXCEPTION

AUI Policy: Officers of Affiliates may also be officers of AUI as may be required to perform corporate governance, policy, and strategic direction responsibilities with respect to the TriSummit Group of Companies.

Mechanism 1: Same as Mechanism 2 AUI Policy 3.1.3.

Mechanism 2: All such officers of AUI who also act as officers of an Affiliate of AUI will, on commencement of such dual responsibilities, provide a signed acknowledgement to the Compliance Officer, in the form attached as Schedule "D" to this Compliance Plan, that stipulates an awareness of the provisions of Section 3.1.5 of the Code, and an intention to act in the form, spirit and intent of the Code.

Mechanism 3: Within 60 days after the end of each calendar year, all such officers of AUI who also act as officers of an Affiliate of AUI will provide a signed acknowledgement to the Compliance Officer, in the form attached as Schedule "D" to this Compliance Plan, that stipulates that the individual has acted in a manner which preserved the form, and the spirit and intent of the Code.

3.1.5 GUIDING PRINCIPLE

AUI Policy: No individual shall act both as a director, officer, or member of the management team of AUI and as a director, officer or member of a management team of an Affiliate of AUI unless the individual is able to act in a manner that preserves the form, and the spirit and intent, of the Code and this Compliance Plan.

Mechanism 1: Same as Mechanism 2 AUI Policy 3.1.3.

Mechanism 2: Same as Mechanism 2 AUI Policy 3.1.4.

Mechanism 3: Same as Mechanism 3 AUI Policy 3.1.4.

Mechanism 4: The Compliance Officer will maintain a record of the above acknowledgements. Any failure to provide an acknowledgement, or the provision of an acknowledgement which does not demonstrate adherence to the Code will be treated as an inquiry under the Code (see Section 8).

3.2 DEGREE OF SEPARATION

3.2.1 ACCOUNTING SEPARATION

AUI Policy: AUI shall have separate financial records and books of accounts from all Affiliates.

Mechanism 1: The Vice President, Financial Services & Regulatory Affairs will ensure the accounts and records of AUI are kept separate from the accounts and records of all Affiliates.

Mechanism 2: The Vice President, Financial Services & Regulatory Affairs will provide a signed acknowledgement, in the form attached as Schedule "B" to this Compliance Plan, attesting to the accounting separation from all Affiliates and the maintenance of separate financial records and books of accounts, to the Compliance Officer within 60 days after the end of each calendar year.

Mechanism 3: The Compliance Officer will maintain a record of the above acknowledgements. Any failure to provide an acknowledgement, or the provision of an acknowledgement which does not demonstrate adherence to the Code will be treated as an inquiry under the Code (see Section 8).

3.2.2 PHYSICAL SEPARATION

AUI Policy: AUI shall be located in separate buildings, or shall otherwise be physically separated from all Non-Utility Affiliates through the use of appropriate security-controlled access.

Mechanism 1: In situations where AUI is located in the same building as a Non-Utility Affiliate, AUI will institute appropriate security controlled access, through the use of receptionists, keyed locks, or card-key access.

Mechanism 2: The Compliance Officer will provide a signed acknowledgement, in the form attached as Schedule "C" to this Compliance Plan, attesting to the physical separation of AUI from all Non-Utility Affiliates within 60 days after the end of each calendar year.

Mechanism 3: The Compliance Officer will maintain a record of the above acknowledgements. Any failure to provide an acknowledgement, or the provision of an acknowledgement which does not demonstrate adherence to the Code will be treated as an inquiry under the Code (see Section 8).

3.2.3 SEPARATION OF INFORMATION SERVICES

AUI Policy: Where AUI shares Information Services with an Affiliate all Confidential Information will be protected from unauthorized access by the Affiliate.

Mechanism 1: Approval to share Information Services with an Affiliate of AUI may only be provided in writing by the Vice President, Financial Services & Regulatory Affairs. A copy of each approval so issued will be provided to the Compliance Officer who will maintain a record of the above approvals.

Mechanism 2: The Vice President, Financial Services & Regulatory Affairs will ensure that appropriate data management and data access protocols as well as contractual provisions regarding the breach of any access protocols are in place before approving the sharing of Information Services with an Affiliate of AUI.

Mechanism 3: The Vice President, Financial Services & Regulatory Affairs will provide a signed acknowledgement, in the form attached as Schedule “B” to this Compliance Plan, attesting to the protection from unauthorized access by Affiliates to shared Information Services, to the Compliance Officer within 60 days after the end of each calendar year.

Mechanism 4: The Compliance Officer will maintain a record of the above acknowledgements. Any failure to provide an acknowledgement as described in Mechanism 3 above, or the provision of an acknowledgement which does not demonstrate adherence to the Code will be treated as an inquiry under the Code (see Section 8).

Mechanism 5: The Compliance Officer will review the Access Control Lists for all Information Services shared with an Affiliate of AUI and will provide a signed acknowledgement in the form attached as Schedule “C” to this Compliance Plan attesting that all Information Services shared with an Affiliate of AUI have been reviewed and that all access by Affiliates of AUI to Information Services is in accordance with section 3.2.3 of the Code.

Mechanism 6: Any failure to provide an acknowledgement as described in Mechanism 5 above, or the provision of an acknowledgement which does not demonstrate adherence to the Code will be treated as an inquiry under the Code (see Section 8).

3.2.4 FINANCIAL TRANSACTIONS WITH AFFILIATES

AUI Policy: Any loan, investment, or other financial support provided by AUI to a Non-Utility Affiliate is to be provided on terms no more favourable than what that Non-Utility Affiliate would be able to obtain as a stand-alone entity from the capital markets.

Mechanism1: The Vice President, Financial Services & Regulatory Affairs will review all loans, investments, or other financial support provided to a Non-Utility Affiliate to ensure compliance with Section 3.2.4 of the Code and Compliance Plan.

Mechanism 2: The Vice President, Financial Services & Regulatory Affairs will provide a signed acknowledgement, in the form attached as Schedule "B" to this Compliance Plan, attesting that any loans, investments, or other financial support provided to a Non-Utility Affiliate have been provided on terms no more favourable than what the Non-Utility Affiliate would be able to obtain as a stand-alone entity. The acknowledgement will be provided to the Compliance Officer within 60 days after the end of each calendar year.

Mechanism 3: The Compliance Officer will maintain a record of the above acknowledgements. Any failure to provide an acknowledgement, or the provision of an acknowledgement which does not demonstrate adherence to the Code will be treated as an inquiry under the Code (see Section 8).

3.3 RESOURCE SHARING

3.3.1 SHARING OF EMPLOYEES

AUI Policy: AUI will share employees with Affiliates on a Cost Recovery Basis if the conditions described in Section 3.3.1 of the Code are met.

Mechanism 1: AUI employees may not be shared with an Affiliate without the written permission of the President of AUI, who will provide the signed permission to the Compliance Officer.

Mechanism 2: The Compliance Officer will retain the written permission on file, and prepare a quarterly report on all instances of sharing AUI employees with Affiliates which have occurred, or continued during the reporting period. The report will identify if the required President approval was in place before the sharing took place.

Mechanism 3: The Compliance Plan Committee will review the report on sharing AUI employees on a quarterly basis. The minutes of the meeting at which the report is reviewed will reflect the results of the review, including any recommendations by the Compliance Plan Committee for changes to the manner in which employees are shared with Affiliates.

Mechanism 4: Any recommendations by the Compliance Plan Committee for changes to the manner in which employees are shared with Affiliates will be treated as an inquiry under the Code (see Section 8). Any instances of employees being shared with Affiliates without the signed permission of the President will be treated as an inquiry under the Code (see Section 8).

3.3.2 TRANSFERRING OF EMPLOYEES

AUI Policy: Where an employee is being transferred from AUI to an Affiliate, the President will identify whether or not the employee had access to Confidential Information, and if it is

determined that the employee did have such access, the President will obtain the necessary confidentiality agreement prior to the transfer of the employee.

Mechanism 1: The President will review all transfers of employees to an Affiliate, and identify if the employee had access to Confidential Information while employed with AUI. If the employee did have access to Confidential Information, the President will obtain the necessary signed confidentiality agreement prior to the transfer of the employee, and will provide the signed agreement to the Compliance Officer.

Mechanism 2: The Compliance Officer will retain the confidentiality agreement on file, and prepare a quarterly report to the Compliance Plan Committee on all instances of AUI employees transferring to Affiliates which have occurred during the reporting period, indicating whether the required signed confidentiality agreement was in place before the transfer took place.

Mechanism 3: The Compliance Plan Committee will review the report on transferring AUI employees on a quarterly basis. The minutes of the meeting at which the report is reviewed will reflect the results of the review, including any recommendations by the Compliance Plan Committee for changes to the manner in which employees are transferred to Affiliates.

Mechanism 4: Any recommendations by the Compliance Plan Committee for changes to the manner in which employees transfer to Affiliates will be treated as an inquiry under the Code (see Section 8). Any instances of employees with access to Confidential Information being transferred to an Affiliate in the absence of a signed confidentiality agreement will be treated as an inquiry under the Code (see Section 8).

3.3.3 SHARING OF ASSETS

AUI Policy: Plant, assets and equipment of AUI shall be separated in ownership and separated physically from the plant, assets and equipment of Non-Utility Affiliates. Where AUI shares plant, assets, equipment, office space, rights of way and other assets with a Utility Affiliate, such sharing will be done on a Cost Recovery Basis.

Mechanism1: The Vice President, Financial Services & Regulatory Affairs will maintain an inventory of all plant, assets and equipment shared with Affiliates.

Mechanism 2: The Vice President, Financial Services & Regulatory Affairs will ensure that no plant, assets and equipment are shared with Non-Utility Affiliates.

Mechanism 3: Within the first 60 days after the end the previous calendar year, the Vice President, Financial Services & Regulatory Affairs will provide an annual report to the Compliance Officer of all plant, assets and equipment shared with Utility Affiliates, identifying that methods used to ensure that such sharing is done on a Cost Recovery Basis, the percentage of costs borne by each party and that these percentages were appropriate.

Mechanism 4: After the annual report on shared assets has been prepared and prior to the annual Compliance Report being filed with the Board in accordance with Section 7.6 of the Code, the Compliance Plan Committee will meet and review the report on shared assets. The minutes of the meeting at which the report is reviewed will reflect the results of the review, including any recommendations by the Compliance Plan Committee for changes to the methods used to ensure that plant, assets and equipment are shared with Utility Affiliates on a Cost Recovery Basis.

Mechanism 5: Any recommendations by the Compliance Plan Committee for changes to the methods used to ensure that plant, assets and equipment are shared with Utility Affiliates on a Cost Recovery Basis will be treated as an inquiry under the Code (see Section 8).

3.3.4 SHARED SERVICES PERMITTED

AUI Policy: AUI may obtain Shared Services from, or provide Shared Services to, an Affiliate where it is prudent to do so, provided that each of AUI and the Affiliate bear its proportionate share of costs.

Mechanism 1: The Compliance Officer will maintain an inventory of all Shared Services obtained from, or provided to an Affiliate.

Mechanism 2: All new or revised Shared Services will be documented by a Services Agreement.

Mechanism 3: Prior to receiving a Shared Service, the Services Agreement, and a business case identifying that it is prudent to obtain the Shared Services will be prepared by the appropriate AUI employee and presented to the Compliance Officer to ensure consistency with this policy. At each quarterly meeting of the Compliance Plan Committee the Compliance Officer will provide a report of reviewed Services Agreements and business cases that have arisen since the previous quarterly meeting. The Compliance Plan Committee will review the report and the minutes of the meeting will reflect the results of the review.

Mechanism 4: Prior to the required notice period to revise or terminate a Shared Services Agreement, the Compliance Plan Committee will review the Shared Service. The results of the review will be reflected in the minutes of the meeting. Any Shared Service Services Agreements which no longer meet the test of continued prudency will be revised or terminated in accordance with the terms of the Services Agreement.

3.3.5 SERVICES AGREEMENT

Retained for numbering consistency.

3.3.6 OCCASIONAL SERVICES PERMITTED

AUI Policy: AUI may receive, or provide Occasional Services to, or from, an Affiliate on a Cost Recovery Basis, documented by way of a work order, purchase order, or similar instrument, where the Occasional Services are not material as to value, frequency, or use of resources.

Mechanism 1: The Compliance Officer will ensure that all Occasional Services provided to, or received by an Affiliate are provided on a Cost Recovery Basis, and are documented by way of an approved work order, purchase order, or similar instrument.

Mechanism 2: Within 60 days after the end of each calendar year, the Compliance Officer will provide the necessary report of Occasional Services provided by AUI to an Affiliate and vice versa, indicating whether the services have been provided on a cost recovery basis, have been properly documented, and remain non-material, required by Section (k) of the Compliance Report, to the Compliance Plan Committee.

Mechanism 3: The Compliance Plan Committee will review the above report at its first quarterly meeting after the report has been completed. The minutes of the meeting at which the report is reviewed will reflect the results of the review, including any recommendations by the Compliance Plan Committee for changes to the provision, receipt and documentation of Occasional Services.

Mechanism 4: Any recommendations by the Compliance Plan Committee for changes to the provision, receipt and documentation of Occasional Services, will be treated as an inquiry under the Code (see Section 8).

3.3.7 EMERGENCY SERVICES PERMITTED

AUI Policy: In the event of an emergency, AUI may receive, or provide, services and resources to, or from, an Affiliate on a Cost Recovery Basis.

Mechanism 1: The Compliance Officer will ensure that all emergency services and resources provided to, or received by an Affiliate in the event of an emergency are provided on a Cost Recovery Basis, and are documented by way of an approved work order, purchase order or similar instrument.

Mechanism 2: Within 60 days after the end of each calendar year, the Compliance Officer will provide the necessary report of Emergency Services provided by AUI to an Affiliate and vice versa, indicating whether the services have been provided on a cost recovery basis, have been properly documented, and remain non-material, required by Section (l) of the Compliance Report, to the Compliance Plan Committee.

Mechanism 3: The Compliance Plan Committee will review the above report at its first quarterly meeting after the report has been completed. The minutes of the meeting at which the report is reviewed will reflect the results of the review, including any

recommendations by the Compliance Plan Committee for changes to the provision, receipt and documentation of Emergency Services.

Mechanism 4: Any recommendations by the Compliance Plan Committee for changes to the provision, receipt and documentation of Emergency Services, will be treated as an inquiry under the Code (see Section 8).

4 TRANSFER PRICING

4.1 FOR PROFIT AFFILIATE SERVICES

AUI Policy: AUI may, when it determines it is prudent to do so in operating its Utility business, obtain For Profit Affiliate Services from an Affiliate or provide For Profit Affiliate Services to an Affiliate, subject to the provisions of Sections 4.2 and 4.3 of the Code.

Mechanism 1: The Compliance Officer will maintain an inventory of all For Profit Affiliate Services obtained from, or provided to an Affiliate. On a quarterly basis, the Compliance Officer will prepare a report describing all For Profit Affiliate Services obtained from, or provided to an Affiliate and will maintain a record of the above reports. The Compliance Officer will provide a copy of the most current For Profit Affiliate Services report at each quarterly Compliance Plan Committee meeting. The results of the Compliance Plan Committee's review of the For Profit Affiliate Services report will be reflected in the minutes of the meeting.

Mechanism 2: All existing, new or revised For Profit Affiliate Services will be documented by a Services Agreement, duly executed by AUI employees with the appropriate signing authority.

Mechanism 3: Prior to implementing a new or revised For Profit Affiliate Service to receive services from an Affiliate, the Services Agreement and a business case identifying that it is prudent to obtain the For Profit Affiliate Service will be reviewed by the Compliance Plan Committee to ensure consistency with this policy and Section 4.5 of the Code. The results of the Compliance Plan Committee's review will be reflected in the minutes of the meeting.

Mechanism 4: Prior to implementing a new or revised For Profit Affiliate Service to provide services to an Affiliate, the Services Agreement and a business case identifying that it is prudent to outsource the For Profit Affiliate Service will be reviewed by the Compliance Plan Committee to ensure consistency with this policy and Section 4.1 of the Code. The results of the Compliance Plan Committee's review will be reflected in the minutes of the meeting.

Mechanism 5: Prior to the required notice period to revise or terminate a For Profit Affiliate Service Services Agreement, the Compliance Plan Committee will review the For Profit Affiliate Service. The results of the review will be reflected in the minutes of the meeting. Any For Profit Affiliate Service which no longer meets the test of continued prudency will be revised or terminated in accordance with the terms of the Service Agreement.

Mechanism 6: Failure to provide a report described in item 1 above will be treated as an inquiry under the Code (see Section 8).

4.2 Pricing For Profit Affiliate Services

4.2.1 Utility Acquires For Profit Affiliate Service

Retained for numbering consistency.

4.2.2 Utility Provides For Profit Affiliate Service

Retained for numbering consistency.

4.3 Services Agreement

Retained for numbering consistency.

4.4 Asset Transfers

AUI Policy: Assets transferred, mortgaged, leased or otherwise disposed of by AUI to an Affiliate or by an Affiliate to AUI will be at Fair Market Value, subject to the provisions of Section 4.6 of the Code.

Mechanism 1: The Vice President, Financial Services & Regulatory Affairs will approve any asset transfers, mortgages, leases, or other dispositions by AUI to an Affiliate, or by an Affiliate to AUI, and will ensure that such asset transfers are at Fair Market Value, subject to the provisions of Section 4.6 of the Code.

Mechanism 2: Within 60 days after the end of each calendar year, the Vice President, Financial Services & Regulatory Affairs will provide a report to the Compliance Officer detailing any asset transfers between AUI and Affiliates. The report will describe the manner in which the asset transfers were determined to be at Fair Market Value, subject to the provisions of Section 4.6 of the Code.

Mechanism 3: The Compliance Plan Committee will review the above report at its first quarterly meeting after the report has been completed. The minutes of the meeting at which the report is reviewed will reflect the results of the review, including any recommendations by the Compliance Plan Committee for changes to the methods used to ensure that asset transfers are at Fair Market Value, subject to the provisions of Section 4.6 of the Code.

Mechanism 4: Any recommendations by the Compliance Plan Committee for changes to the methods used to ensure that asset transfers between AUI and Affiliates are priced at Fair Market Value, subject to the provisions of Section 4.6 of the Code, will be treated as an inquiry under the Code (see Section 8).

4.5 Determination of Fair Market Value

Retained for numbering consistency.

4.6 Asset Transfers Between Utilities for Operational Efficiencies

AUI Policy: AUI may obtain Operational Efficiencies through the use of common facilities, combined purchasing power or other cost saving procedures by transferring individual assets or groups of assets used in Utility operations between AUI and Utility Affiliates on a Cost Recovery Basis.

Mechanism 1: The President will approve asset transfers for operational efficiencies. The Vice President, Financial Services & Regulatory Affairs will ensure that the transfer of individual assets or groups of assets used in Utility operations between AUI and Utility Affiliates, will be done on a Cost Recovery Basis.

Mechanism 2: Within 60 days after the end of each calendar year, the Vice President, Financial Services & Regulatory Affairs will provide a report to the Compliance Officer detailing any arrangements for obtaining Operational Efficiencies between AUI and Utility Affiliates. The report will describe the manner in which the asset transfers were determined to be on a cost Recovery Basis.

Mechanism 3: The Compliance Plan Committee will review the above report at its first quarterly meeting after the report has been completed. The minutes of the meeting at which the report is reviewed and approved will reflect the results of the review, including any recommendations by the Compliance Plan Committee for changes to the methods used to ensure that asset transfers are on a Cost Recovery Basis.

Mechanism 4: Any recommendations by the Compliance Plan Committee for changes to the methods used to ensure that asset transfers between AUI and Utility Affiliates are valued on a Cost Recovery Basis, or failure to approve the above report will be treated as an inquiry under the Code (see Section 8).

5 EQUAL TREATMENT WITH RESPECT TO UTILITY SERVICES

5.1 IMPARTIAL APPLICATION OF TARIFF

AUI Policy: AUI shall apply and enforce all tariff provisions related to Utility Services, without preference, impartially, and in the same timeframe, with respect to its Affiliates and all other customers or prospective customers.

Mechanism: See the compliance mechanisms in Section 7.2 of this Plan.

5.2 EQUAL ACCESS

AUI Policy: AUI shall not favour any Affiliate with respect to access to information concerning Utility Services or with respect to the obtaining of, or the scheduling of, Utility Services. Requests by an Affiliate or an Affiliate's customers for access to Utility Services shall be processed and provided in the same manner as would be processed or provided for other customers of AUI.

Mechanism: See the compliance mechanisms in Section 7.2 of this Plan.

5.3 NO UNDUE INFLUENCE

AUI Policy: AUI shall not condition or otherwise tie the receipt of Utility Services to a requirement that a customer must also deal with an Affiliate. AUI shall ensure that its employees do not explicitly or by implication, suggest that an advantage will accrue to a customer in dealing with AUI if the customer also deals with an Affiliate of AUI.

Mechanism: See the compliance mechanisms in Section 7.2 of this Plan.

5.4 AFFILIATE ACTIVITIES

AUI Policy: AUI shall take reasonable steps to ensure that an Affiliate does not imply in its marketing material or otherwise, favoured treatment or preferential access to Utility Services.

Mechanism: See the compliance mechanisms in Section 7.2 of this Plan.

5.5 NAME AND LOGO

AUI Policy: AUI shall take reasonable steps to ensure that an Affiliate does not use AUI's name, logo or other distinguishing characteristics in a manner which would mislead consumers as to the distinction or lack of distinction between AUI and the Affiliate.

Mechanism: See the compliance mechanisms in Section 7.2 of this Plan.

5.6 Access to Shared and Occasional Services

Retained for numbering consistency.

6 CONFIDENTIALITY OF INFORMATION

6.1 UTILITY INFORMATION

AUI Policy: Subject to Section 6.2 of the Code, AUI shall not provide Non-Utility Affiliates with information relating to the planning, operations, finances or strategy of AUI or an Affiliated Utility before such information is publicly available.

Mechanism: See the compliance mechanisms in Section 7.2 of this Plan.

6.2 MANAGEMENT EXCEPTION

AUI Policy: Officers of AUI who are also officers of an Affiliate as permitted pursuant to Section 3.1.4 of the Code may disclose, subject to the provisions of Section 3.1.5 of the Code, AUI planning, operational, financial and strategic information to the Affiliate to fulfill their responsibilities with respect to corporate governance, policy and strategic direction of an Affiliated group of businesses, but only to the extent necessary and not for any other purpose.

Mechanism: See the compliance mechanisms in Section 3.1 of this Plan.

6.3 NO RELEASE OF CONFIDENTIAL INFORMATION

AUI Policy: AUI shall not release to an Affiliate Confidential Information relating to a customer or prospective customer, without receiving the prior written consent of the customer or prospective customer, unless such Confidential Information may be disclosed under the circumstances described in Section 6.3 of the Code.

Mechanism 1: Approval will be obtained from a customer, or prospective customer, in writing, indicating their consent to share Confidential Information relating to the customer or prospective customer with an Affiliate of AUI before the information is shared, unless such confidential information may be disclosed to an Affiliate in connection with a disclosure required under Section 6.3 of the Code.

Mechanism 2: Written consent received from a customer or prospective customer will be maintained by the Compliance Officer, who will verify that the information has not yet been shared and will maintain the consent documentation on file as a record of the approval.

Mechanism 3: If Confidential Information is to be disclosed to an Affiliate in connection with a disclosure required under Section 6.3 of the Code, the Compliance Officer will verify that at least one of the circumstances set out in Section 6.3 of the Code exists.

Mechanism 4: The Compliance Officer will provide a signed acknowledgement, in the form attached as Schedule “C” to this Compliance Plan, attesting that AUI has only released to an Affiliate, Confidential Information in accordance with Section 6.3 of the Code within 60 days after the end of each calendar year.

Mechanism 5: The Compliance Officer will maintain a record of the above acknowledgements. Any failure to provide an acknowledgement as described in Mechanism 4 above, or the provision of an acknowledgement which does not demonstrate adherence to the Code will be treated as an inquiry under the Code (see Section 8).

6.4 AGGREGATED CONFIDENTIAL INFORMATION

AUI Policy: Subject to the circumstances relating to disclosure set out in Section 6.3 of the Code, AUI may disclose Confidential Information when aggregated with the Confidential Information of other customers in such a manner that an individual customer's Confidential Information cannot be identified, provided that AUI shall not disclose such aggregated customer information to an Affiliate prior to making such information publicly available.

Mechanism 1: Subject to the circumstances relating to disclosure set out in Section 6.3 of the Code, if management of AUI proposes to disclose aggregated Confidential Information to an Affiliate, the Compliance Officer will verify the aggregated information and will provide an approval in writing prior to the information being released.

Mechanism 2: Subject to the circumstances relating to disclosure set out in Section 6.3 of the Code, after management releases the information, the Compliance Officer will verify that the information has not been released to an Affiliate before being released to the public and will maintain a record of the verification on file.

Mechanism 3: The Compliance Officer will provide a signed acknowledgement, in the form attached as Schedule "C" to this Compliance Plan, attesting that AUI has only released aggregated Confidential Information to an Affiliate in accordance with Section 6.3 and 6.4 of the Code prior to making such information publicly available, within 60 days after the end of each calendar year.

Mechanism 4: The Compliance Officer will maintain a record of the above acknowledgements. Any failure to provide an acknowledgement as described in Mechanism 3 above, or the provision of an acknowledgement which does not demonstrate adherence to the Code will be treated as an inquiry under the Code (see Section 8).

7 COMPLIANCE MEASURES

7.1 RESPONSIBILITY FOR COMPLIANCE

AUI Policy: AUI shall be responsible for communicating and implementing appropriate mechanisms to ensure compliance with the Code on the part of its directors, employees, consultants, contractors and agents, and by Affiliates of AUI.

Mechanism: See the compliance mechanisms in Section 7.2 of this Plan.

7.2 COMMUNICATION OF CODE AND COMPLIANCE PLAN

AUI Policy: AUI will communicate the contents of the Code and the Compliance Plan, and any modifications to them from time to time to each of its directors, officers, employees, consultants, contractors, agents and Affiliates, and make the Code and the Compliance Plan available on the AUI web site.

Mechanism 1: Each director, officer, employee, consultant, contractor, agent and Affiliate of AUI will receive a copy of the Code on commencement of their relationship with AUI.

Mechanism 2: See Compliance Measures in Section 3.1.1 of this Plan for the record keeping which will exist for the Board of Directors.

Mechanism 3: For AUI employees (not included in the Board of Directors), a signed acknowledgement, in the form attached as Schedule “E1” to this Compliance Plan, that the employee has read, received orientation, understands the obligations, and agrees to comply with the requirements of the Code and this Compliance Plan will be obtained on the commencement of employment with AUI. The acknowledgement will be maintained by the Compliance Officer.

Mechanism 4: For AUI consultants, contractors, and agents, a responsible employee of AUI will review the work assignment of the consultant, contractor, or agent to determine if the work assignment may be affected by the existence of the Code. If the responsible employee determines that the work assignment of the consultant, contractor, or agent may be affected by the Code, the responsible employee will provide a copy of the Code to the affected party, and will require a written acknowledgement from the consultant, contractor, or agent, in the form attached as Schedule “F1” to this Compliance Plan, that they have received a copy of the Code, are familiar with its contents, and will abide by its requirements. The written acknowledgement will be forwarded to the Compliance Officer for record-keeping.

Mechanism 5: The Compliance Officer will provide copies of the Code and this Compliance Plan to all Affiliates of AUI on an annual basis, addressed to a senior officer of the Affiliate.

Mechanism 6: On an annual basis, and within 60 days of the end of each calendar year, each AUI employee will acknowledge, in the form attached as Schedule “E2” to this

Compliance Plan, that they have received the current Compliance Training Material, a current copy of the Code and this Compliance Plan, and are aware of their contents, and agree to abide by their requirements, and have abided by the Code in the previous year. The written acknowledgements will be maintained by the Compliance Officer.

Mechanism 7: On an annual basis, and within 60 days of the end of each calendar year, each of AUI consultants, contractors, and agents required to provide an acknowledgement in the form attached as Schedule "F1" under Mechanism 4 above will acknowledge, in the form attached as Schedule "F2" to this Compliance Plan, that they are familiar with the Code and this Compliance Plan, agree to abide by their requirements, and have abided by the Code in the previous year. The written acknowledgements will be maintained by the Compliance Officer.

Mechanism 8: Within 90 days after the end of each calendar year, the Compliance Officer will provide the Compliance Plan Committee a written report, identifying which if any AUI employees did not acknowledge receipt of a copy of the Code, awareness of its contents, and agreement to abide by its requirements for the previous calendar year.

Mechanism 9: The Compliance Officer will post the Code and the Compliance Plan on the AUI web site.

7.3 COMPLIANCE OFFICER

Retained for numbering consistency.

7.4 RESPONSIBILITIES OF THE COMPLIANCE OFFICER

AUI Policy: The AUI Compliance Officer will discharge the responsibilities detailed in Section 7.4 of the Code.

Mechanism 1: Within 60 days after the end of each calendar year, the Compliance Officer will acknowledge to the Compliance Plan Committee, in the form attached as Schedule "C" to this Compliance Plan, that the responsibilities of the Compliance Officer have been discharged as detailed in Section 7.4 of the Code.

Mechanism 2: The records required to be maintained by the Compliance Officer pursuant to Section 7.4 of the Code will be retained for a period of six years in a manner sufficient to support a third party audit of the state of compliance with the Code.

Mechanism 3: The Compliance Officer will maintain a record of the above acknowledgements. Any failure to provide an acknowledgement as described in Mechanism 1 above, or the provision of an acknowledgement which does not demonstrate adherence to the Code will be treated as an inquiry under the Code (see Section 8).

7.5 THE COMPLIANCE PLAN

AUI Policy: AUI will prepare a Compliance Plan, review it at least annually, and update it as necessary.

Mechanism 1: A copy of the current AUI Compliance Plan, indicating the date of its last review will be filed with the AUC as required by Section (a) of the annual Compliance Report.

7.6 THE COMPLIANCE REPORT

AUI Policy: AUI will prepare a Compliance Report in accordance with Section 7.6 of the Code, and file it with the AUC within 120 days after the end of each fiscal year of AUI. The Compliance Report will be posted on AUI's web site, and the interested parties will be advised promptly when the Compliance Report has been posted on the web site.

Mechanism 1: The compliance report will meet the requirements of Section 7.6 of the Code and will include the following:

(a) a copy of the Compliance Plan and any amendments thereto;

(b) a corporate organization chart for AUI and its Affiliates indicating relationships and ownership percentages;

(c) a list of all Affiliates with whom AUI transacted business, including business addresses, a list of the Affiliates' officers and directors, and a description of the Affiliates' business activities;

(d) a list of all Services Agreements in effect at any time during such period;

(e) an overall assessment of compliance with the Code by AUI, including compliance by the directors, officers, employees, consultants, contractors and agents of AUI and by Affiliates of AUI with respect to the interactions of the Affiliates with AUI;

(f) an assessment of the effectiveness of the Compliance Plan and any recommendations for modifications thereto;

(g) in the event of any material non-compliance with the Code, a comprehensive description thereof and an explanation of all steps taken to correct such non-compliance;

(h) subject to the confidentiality provisions of Section 8.1 hereof, a summary of disputes, complaints and inquiry activity during the year;

(i) a list and detailed description of all Major Transactions between AUI and its Affiliates;

(j) an Affiliated Party Transactions Summary;

(k) a summary description together with an estimated aggregate value for each Occasional Service provided by AUI to an Affiliate and by Affiliates to AUI;

(l) a summary list of any exemptions granted to this Code or exceptions utilized, including the exception for emergency services;

(m) a list of all employee transfers, temporary assignments and secondments between AUI and its Affiliates, detailing specifics as to purpose, dates and duration of such employee movements; and,

(n) two certificates, each in the form attached as Schedule "G" attached to this Plan, attesting to completeness of the Compliance Report and compliance with the Code, one certificate signed by the Compliance Officer and a second certificate signed by the highest ranking operating officer of AUI.

7.7 Documents to be Provided to the AUC Upon Request

Retained for numbering consistency.

7.8 The Compliance Report

Retained for numbering consistency.

8 DISPUTES, COMPLIANTS AND INQUIRIES

8.1 FILING WITH THE COMPLIANCE OFFICER

AUI Policy: The Compliance Officer will keep a record of all written (or e-mailed) disputes, complaints or inquiries from within AUI or from external parties respecting the application of, or alleged non-compliance with, the Code. The identity of the party making the dispute, complaint, or inquiry will be kept confidential.

Mechanism 1: The Compliance Officer will keep the necessary records of disputes, complaints, or inquiries.

Mechanism 2: The Compliance Officer will ensure that appropriate instructions for sending disputes, complaints, or inquiries to the Compliance Officer are posted on the AUI website.

Mechanism 3: The Compliance Officer will ensure that a description of how the Compliance Officer will investigate disputes, complaints or inquiries (in a manner consistent with the Code) is posted on the AUI website.

8.2 PROCESSING BY UTILITY

8.2.1 COMPLIANCE OFFICER ACKNOWLEDGEMENT

AUI Policy: The Compliance Officer shall acknowledge all disputes, complaints or inquiries in writing (which includes e-mail) within five working days of receipt.

Mechanism: See Section 8.1.

8.2.2 DISPOSITION

AUI Policy: The Compliance Officer shall respond to the dispute, complaint or inquiry within 21 working days of its receipt. The response shall include a description of the dispute, complaint or inquiry and the initial response of AUI to the issues identified in the submission. AUI's final disposition of the dispute, complaint or inquiry shall be completed as expeditiously as possible in the circumstances, and in any event within 60 days of receipt of the dispute, complaint or inquiry, except where the party making the submission otherwise agrees.

Mechanism: See Section 8.1.

8.3 REFERRAL TO THE AUC

AUI Policy: The Compliance Officer shall ensure that instructions on how to refer disputes to the AUC are contained on the AUI website.

Mechanism 1: Instructions for referring disputes to the AUC will be posted on the AUI website.

9 NON-COMPLIANCE WITH THE CODE

9.1 NON-COMPLIANCE

Retained for numbering consistency.

9.2 CONSEQUENCES FOR NON-COMPLIANCE WITH CODE

Retained for numbering consistency.

10 EFFECTIVE DATE OF THE COMPLIANCE PLAN

This Compliance Plan comes into effect upon final approval by the AUC.

11 SCHEDULE A: BOARD OF DIRECTORS CERTIFICATE (s. 3.1.1)

To: The AUI Compliance Officer

I, _____ of the City of _____, in the Province of Alberta, acting in my position as a member of the Board of Directors of AUI and not in my personal capacity, to the best of my knowledge do hereby certify as follows:

1. Section 3.1.1 of the AUI Inter-Affiliate Compliance Plan requires me to provide this Certificate within 30 days of the end of the calendar year.

2. I have received the Compliance Training Material and I am familiar with the requirements of the AUI Inter-Affiliate Code of Conduct and the AUI Inter-Affiliate Compliance Plan.

3. The business and affairs of AUI have been managed separately from the business and affairs of its Non-Utility Affiliates except as required for providing corporate governance, policy, and strategic direction to the TriSummit Group of Companies.

4. I have acted in a manner that preserves the form, and the spirit and intent of the AUI Inter-Affiliate Code of Conduct and the AUI Inter-Affiliate Compliance Plan.

5. The undersigned hereby confirms the above, subject only to the instances of non-compliance detailed in writing below or as otherwise detailed in the documents attached to this certification.

Signature: _____

Title: _____

Date: _____

12 SCHEDULE B: VICE PRESIDENT, FINANCIAL SERVICES & REGULATORY AFFAIRS CERTIFICATE (s. 3.2.1, s. 3.2.3, s. 3.2.4)

Note: Terms utilized in this Certificate are defined in the Definitions Section 2 of the AUI Inter-Affiliate Compliance Plan.

To: The AUI Compliance Officer

I, _____ of the City of _____, in the Province of Alberta, acting in my position as Vice President, Financial Services & Regulatory Affairs and not in my personal capacity, to the best of my knowledge do hereby certify as follows:

1. Sections 3.2.1, 3.2.3 and 3.2.4 of the AUI Inter-Affiliate Compliance Plan require me to provide this Certificate within 60 days after the end of each calendar year.

2. The accounting system, books of accounts and financial records of AUI are separate from the accounting systems, books of account and financial records of all Affiliates in accordance with Section 3.2.1 of the AUI Inter-Affiliate Code of Conduct.

3. Any shared Information Systems are protected from unauthorized access by Affiliates in accordance with Section 3.2.3 of the AUI Inter-Affiliate Code of Conduct.

4. Loans, investments, or other financial support provided to a Non-Utility Affiliate, if any, have been provided on terms that are no more favourable than what the Non-Utility Affiliate would have been able to obtain as a stand-alone entity in accordance with Section 3.2.4 of the AUI Inter-Affiliate Code of Conduct.

5. The undersigned hereby confirms the above, subject only to the instances of non-compliance detailed in writing below or as otherwise detailed in the documents attached to this certification.

Signature: _____

Title: _____

Date: _____

13 SCHEDULE C: COMPLIANCE OFFICER CERTIFICATE (s. 3.2.2, s. 3.2.3, s. 6.3, s. 6.4, s.7.4)

Note: Terms utilized in this Certificate are defined in the Definitions Section 2 of the AUI Inter-Affiliate Compliance Plan.

To: The AUI Compliance Plan Committee

I, _____ of the City of _____, in the Province of Alberta, acting in my position as Compliance Officer of AUI and not in my personal capacity, to the best of my knowledge do hereby certify as follows:

1. Sections 3.2.2, 6.3, 6.4, and 7.4 of the AUI Inter-Affiliate Compliance Plan require me to provide this Certificate within 60 days after the end of each calendar year.

2. There is a physical separation between AUI and all Non-Utility Affiliates as required by Section 3.2.2 of the AUI Inter-Affiliate Code of Conduct.

3. I have reviewed all existing Access Control Lists for Information Services shared with an Affiliate of AUI and have reviewed all Information Services shared with any Affiliate of AUI, if any. Any such access by Affiliates of AUI to Information Services is in accordance with section 3.2.3 of the AUI Inter-Affiliate Code of Conduct.

4. AUI has only released Confidential Information and any Aggregated Confidential Information in accordance with Section 6.3 and 6.4 of the AUI Inter-Affiliate Code of Conduct.

5. I have discharged all my responsibilities under Section 7.4 of the AUI Inter-Affiliate Code of Conduct.

6. The undersigned hereby confirms the above, subject only to the instances of non-compliance detailed in writing below or as otherwise detailed in the documents attached to this certification.

Signature: _____

Title: _____

Date: _____

14 SCHEDULE D: DUAL MANAGEMENT TEAM CERTIFICATE (S. 3.1.4, S. 3.1.5)

Note: Terms utilized in this Certificate are defined in the Definitions Section 2 of the AUI Inter-Affiliate Compliance Plan.

To: The AUI Compliance Officer

I, _____ of the City of _____, in the Province of Alberta, acting in my position as an officer of AUI and as an officer of an Affiliate of AUI and not in my personal capacity, to the best of my knowledge do hereby certify as follows:

1. Sections 3.1.4 and 3.1.5 of the AUI Inter-Affiliate Compliance Plan require me to provide this Certificate on the commencement of my duties and every year within 60 days after the end of each calendar year.

2. I am aware of the requirements of the AUI Inter-Affiliate Code and the AUI Inter-Affiliate Compliance Plan, and I will carry out my responsibilities in a manner that will preserve the form, and the spirit and intent of the AUI Inter-Affiliate Code of Conduct as required by Sections 3.1.4 and 3.1.5 of the AUI Inter-Affiliate Code of Conduct.

3. To the extent that I have acted in the above positions I have so acted in a manner that preserves the form, and the spirit and intent of the AUI Inter-Affiliate Code of Conduct, and this AUI Inter-Affiliate Compliance Plan as required by Sections 3.1.4 and 3.1.5 of the AUI Inter-Affiliate Code of Conduct.

4. The undersigned hereby confirms the above, subject only to the instances of non-compliance detailed in writing below or as otherwise detailed in the documents attached to this certification.

Signature: _____

Title: _____

Date: _____

15 SCHEDULE E1: EMPLOYEE ACKNOWLEDGEMENT (s. 7.2)

Note: Terms utilized in this Acknowledgement are defined in the Definitions Section 2 of the AUI Inter-Affiliate Compliance Plan.

To: The AUI Compliance Officer

I, _____ of the City of _____, in the Province of Alberta, acting in my position as an employee of AUI and not in my personal capacity, to the best of my knowledge do hereby acknowledge as follows:

1. Section 7.2 of the AUI Inter-Affiliate Compliance Plan requires me to provide this Acknowledgement on commencement of my duties.

2. I have read and received orientation about the requirements of the AUI Inter-Affiliate Code of Conduct and this AUI Inter-Affiliate Compliance Plan and will abide by their requirements.

Signature: _____

Title: _____

Date: _____

16 SCHEDULE E2: EMPLOYEE ACKNOWLEDGEMENT (s. 7.2)

Note: Terms utilized in this Acknowledgement are defined in the Definitions Section 2 of the AUI Inter-Affiliate Compliance Plan.

To: The AUI Compliance Officer

I, _____ of the City of _____, in the Province of Alberta, acting in my position as an employee of AUI and not in my personal capacity, to the best of my knowledge do hereby acknowledge as follows:

1. Section 7.2 of the AUI Inter-Affiliate Compliance Plan requires me to provide this Acknowledgement on commencement of my duties.

2. I have received the current Compliance Training Material, a current copy of the AUI Inter-Affiliate Code and this AUI Inter-Affiliate Compliance Plan and I am aware of their contents and I have abided by the Code in the previous year.

3. The undersigned hereby confirms the above, subject only to the instances of non-compliance detailed in writing below or as otherwise detailed in the documents attached to this certification.

Signature: _____

Title: _____

Date: _____

17 SCHEDULE F1: CONSULTANTS, CONTRACTORS, AND AGENTS ACKNOWLEDGEMENT (s. 7.2)

Note: Terms utilized in this Acknowledgement are defined in the Definitions Section 2 of the AUI Inter-Affiliate Compliance Plan.

To: The AUI Compliance Officer

I, _____ of the City of _____, in the Province of Alberta, acting in my position as a consultant, contractor or agent of AUI as the case may be to the best of my knowledge do hereby acknowledge as follows:

1. Section 7.2 of the AUI Inter-Affiliate Compliance Plan requires me to provide this Acknowledgement.

2. I have received, and I am familiar with the AUI Inter-Affiliate Code of Conduct and this AUI Inter-Affiliate Compliance Plan and will abide by their requirements.

Signature: _____

Title: _____

Date: _____

18 SCHEDULE F2: CONSULTANTS, CONTRACTORS, AND AGENTS ACKNOWLEDGEMENT (s. 7.2)

Note: Terms utilized in this Acknowledgement are defined in the Definitions Section 2 of the AUI Inter-Affiliate Compliance Plan.

To: The AUI Compliance Officer

I, _____ of the City of _____, in the Province of Alberta, acting in my position as a consultant, contractor or agent of AUI as the case may be to the best of my knowledge do hereby acknowledge as follows:

1. Section 7.2 of the AUI Inter-Affiliate Compliance Plan requires me to provide this Acknowledgement.

2. I have received, and I am familiar with the AUI Inter-Affiliate Code of Conduct and this AUI Inter-Affiliate Compliance Plan, and I have abided by their requirements in the previous year.

3. The undersigned hereby confirms the above, subject only to the instances of non-compliance detailed in writing below or as otherwise detailed in the documents attached to this certification.

Signature: _____

Title: _____

Date: _____

19 SCHEDULE G: OFFICER'S CERTIFICATE (s. 7.6)

Note: Terms utilized in this Certificate are defined in the Definitions Section 2 of the AUI Inter-Affiliate Compliance Plan.

To: The Alberta Utilities Commission

I, _____ of the City of _____, in the Province of Alberta, acting in my position as an officer of _____ (AUI) and not in my personal capacity, to the best of my knowledge do hereby certify as follows:

1. My position with AUI is _____, and as such I have personal knowledge of, or have conducted due inquiry of individuals who have personal knowledge of, the facts and matters herein stated.

2. Capitalized terms used herein (which are not otherwise defined herein) shall have the meanings ascribed thereto in the Apex Utilities Inc. Inter-Affiliate Code of Conduct (the Code).

3. I have read the Code, the Compliance Plan of AUI dated _____ and the Compliance Report of AUI dated _____.

4. The form and contents of the Compliance Report comply with the requirements of the Code and the matters reported therein are fully and accurately described.

5. I am not aware of any material non-compliance with the provisions of the Code by any director, officer, employee, consultant, contractor or agent of AUI, or by any Affiliate of AUI (including any director, officer, employee, consultant, contractor or agent of the Affiliate) with respect to any interaction between an Affiliate and AUI that is not fully and accurately described in the Compliance Report.

Signature: _____

Title: _____

Date: _____

20 SCHEDULE H: COMPLIANCE OFFICER CERTIFICATE (s. 3.1.3)

Note: Terms utilized in this Certificate are defined in the Definitions Section 2 of the AUI Inter-Affiliate Compliance Plan.

To: The AUI Compliance Plan Committee

I, _____ of the City of _____, in the Province of Alberta, acting in my position as Compliance Officer of AUI and not in my personal capacity, to the best of my knowledge do hereby certify as follows:

1. Section 3.1.3 of the AUI Inter-Affiliate Compliance Plan require me to provide this Certificate quarterly.

2. I have discharged all my responsibilities under Section 3.1.3 of the AUI Inter-Affiliate Code of Conduct.

3. The undersigned hereby confirms the above, subject only to the instances of non-compliance detailed in writing below or as otherwise detailed in the documents attached to this certification.

Signature: _____

Title: _____

Date: _____