

Greater Toronto Apartment Association

Simplifying your **energy costs**



New GTAA Program

- **Take Advantage of 7-Year Lows**
The global recession has reduced demand for commodities resulting in prices not seen since 2003. The GTAA program is poised to take advantage of this excellent buying opportunity.
- **Lower Fees and Professionally Managed Portfolio**
The GTAA program features a professionally managed risk adjusted program designed to give you price stability and performance as well as budget certainty. Lower fee structure allows for greater savings for GTAA members.
- **Greater Transparency**
Savings generated from proactive portfolio optimization are now easily tracked for the benefit of GTAA members.

The deadline to join the GTAA Natural Gas Program is fast approaching. Join now to capture the lowest term prices since 2003

The Greater Toronto Apartment Association in partnership with EnerStream Agency Services Inc. would like to invite members to continue in our natural gas supply program starting November 1st 2010. By leveraging the buying power of the GTAA members we are able to offer a professionally managed portfolio featuring **wholesale procurement**, **price stability** and **budget certainty**.



Experts and analyst agree that the current price of natural gas offers an attractive opportunity. Low demand has pushed prices below the cost of production in many regions, so this opportunity is not expected to last.

Term prices for natural gas have not been this attractive in seven years! Your commitment today allows the GTAA the maximum flexibility to take advantage of the current market conditions and procure inexpensive gas today. The GTAA Program will be closing for 2010 shortly to help members retain the full value from recent purchases.

For more information about EnerStream please contact Brian Baker (x236) or Bill Thompson (x237) at:

Tel: 1.877.813.9333

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GTAA CONSORTIUM AGREEMENT

This agreement made as of the _____ day of _____, 2009.

BETWEEN:

A corporation organized and existing under the laws of the Province of Ontario
(hereinafter called the "Participant").

AND:

Greater Toronto Apartment Association (GTAA),
a corporation organized and existing under the laws of the Province of Ontario
(hereinafter called the "Association").

WHEREAS the Participant wishes to appoint the Association as their representative in respect of a direct purchase gas program. AND WHEREAS the parties hereto wish to set forth the obligations and responsibilities of both parties in respect thereto.

NOW WITNESSETH that in consideration of the following mutual covenants and agreements herein contained, the parties hereto agree as follows

- 1. This agreement shall be effective and deemed to have been in full force and effect as of the date first written above.
2. The Participant hereby agrees to participate in a direct gas purchase program, being a program for the purchase of natural gas through a natural gas agent administered by the Association (herein called the "Consortium").
3. The Participant hereby appoints the Association as its sole and exclusive representative for the purpose of any and all matters relating to the Consortium including the negotiation and execution of all contracts in respect of the Consortium involving the administration, implementation, amendment and termination of the Consortium and any and all matters relating or incidental to the Consortium including, without restricting the generality of the foregoing, entering into agreements for the purchase of natural gas, and as required, agreements to sell natural gas (which term includes, transportation, storage and delivery).
4. The Association is hereby authorized by the Participant to retain the services of an agent in respect of any and all duties required by the Association in respect to the Consortium.
5. The Participant acknowledges the price of gas is subject to change from time to time based on market conditions, and overall consumption of participants in the Consortium.
6. This Agreement shall be for an initial term of three (3) years, commencing November 1, 2010 and shall be automatically renewed for successive three (3) year terms thereafter.
7. Either party may however elect to cancel the Participant's participation in the Consortium by delivering written notice to the other party at least one hundred and twenty (120) days prior to the expiration of the then current term.
8. The Association's agent will enter into Transportation Service Agreements, and Agent Billing and Collection Agreements with a local distribution company (hereinafter called "LDC") on behalf of the Participant and the Participant agrees that all contracts entered into in connection with the foregoing shall be binding on the Participant.
9. The Participant shall be billed for gas on its regular utility bill, and the Participant agrees to continue to purchase gas and to maintain its utility gas account in good standing and to immediately notify the Association of any event which may affect its gas consumption, billing arrangements or accounts, and to fully cooperate with the Association with respect to any matter pertaining to the Consortium.
10. Each party to this agreement shall execute such further documents, which from time to time may be reasonably required by the other party, to carry out the purposes and intent herein.
11. If, during the initial term, or any renewal thereof, the Participant intends to sell, close, or otherwise dispose of facilities involved in the Consortium, the Participant shall notify the Association in writing prior to the effective date of such event, and shall provide the name of a third party who will thereafter be responsible for the purchase of gas at such facilities.
12. If the Participant fails to notify the Association as per the requirements of paragraphs 9 and 11 herein, the Participant shall be financially responsible to the Association for both the Consortium's damages, including penalties and other similar charges, and the Association's additional administrative costs.
13. The Association shall deal with the Participant's inquiries about natural gas purchases made pursuant to this agreement.
14. This agreement contains the entire agreement between the parties in respect of the Consortium and supersedes any and all other agreements, discussions and representations. This agreement may be amended only if such amendment is in writing and executed by both parties.

THIS AGREEMENT is hereby duly executed as of the date first referenced above.

"Participant"

Greater Toronto Apartment Association

Per _____ c/s

Per _____ c/s

Print Name/Title: _____
I/We have authority to bind the Corporation/Association

Print Name/Title: _____
I/We have authority to bind the Corporation

