

TRANSPORTATION CONTRACT ASSIGNMENT AGREEMENT

This Assignment made as of the _____ day of [Month, year],

BY AND BETWEEN:

[SHIPPER #1], a company _____ under the laws of the
[Province, State, Country] of _____,
(hereinafter referred to as “Assignor”)

- and -

[SHIPPER #2], a company _____ under the laws of the
[Province, State, Country] of _____,
(hereinafter referred to as “Assignee”)

WHEREAS, Union Gas Limited (“Union”) and Assignor are parties to a Firm Transportation Service Contract which provides for firm transportation service for quantities delivered at [Point] for redelivery to [Point] made as of [Month day, year], and as amended to date, Contract No. _____ (the “Transportation Contract”);

AND WHEREAS, Assignee has requested Assignor to assign [a portion] OR [all] of Assignor's transportation Contract Demand and corresponding service entitlement as shipper under the Transportation Contract, and Assignor has agreed to do so subject to the terms and conditions of this Assignment Agreement (the “Assignment”);

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Subject to the terms and conditions set out herein, during the operative term of this Assignment, Assignor assigns to Assignee, and Assignee accepts from Assignor, that portion of Assignor's service entitlement as shipper under the Transportation Contract equal to _____ GJ per day (the “Assigned Quantity”) of the transportation Contract Demand, together with the corresponding rights and obligations of Assignor as shipper under the Transportation Contract.

2. During the operative term of this Assignment, Assignee shall perform and observe the covenants and obligations of Assignor as shipper contained in the Transportation Contract insofar as they pertain to the Assigned Quantity, to the same extent as Assignee would be obligated so to do were Assignee a party to the Transportation Contract as shipper, with a service entitlement thereunder equal to the Assigned Quantity.

3. Subject to the terms of this Assignment and, specifically paragraph 1, this Assignment shall be effective from 10:00 hours in the Eastern Time Zone on [Month day, year] and shall continue in full force and effect until 10:00 hours in the Eastern Time Zone on [Month day, year], provided that the operative term of this Assignment shall not extend beyond the operative term of the Transportation Contract.

4. Assignee declares that all notices, nominations, requests, invoices, and other written communications may be given by Union to Assignee as follows:

- i. Mailing address: [SHIPPER #2]
[Address]
[Address]
[Address]
- ii. Delivery address: [SHIPPER #2]
[Address]
[Address]
[Address]
- iii. Nominations: Attention: [Name]
Telephone: [- - -]
Facsimile: [- - -]
- iv. Legal and Other: Attention: [Name]
Telephone: [- - -]
Facsimile: [- - -]

or to such other persons or addresses of Assignee that Assignee may designate to Union and Assignor in writing.

5. Assignor acknowledges that it is and will remain obligated to Union to perform and observe the covenants and obligations of shipper that are contained in the Transportation Contract in regard to the Assigned Quantity insofar as Union is concerned. Assignee hereby indemnifies Assignor for and holds Assignor harmless from all charges that Union may be entitled to collect from Assignor under the assigned portion of the Transportation Contract in regard to the Assigned Quantity in the event that Assignee fails to pay them.

6. Assignor may terminate the Assignment at any time by providing written notice to Assignee and Union in the form attached at Schedule "A" (the "Early Termination Notice"). Assignor shall give notice to Union using the contact information provided in the Early Termination Notice. Union shall implement the termination of the Assignment as of the date requested by Assignor, but in no event will such date be earlier than two (2) business days after Union's receipt of such Early Termination Notice.

7. Notwithstanding anything to the contrary herein set forth or implied, Assignor reserves and retains for itself exclusively the option or right to renew or otherwise extend the operative term of the Transportation Contract.
8. This Assignment and the rights and obligations of the parties hereunder are subject to all valid and applicable present and future laws, rules, regulations, and orders of any governmental or regulatory authority having jurisdiction or control over the parties hereto to either of them, or over the Transportation Contract, and the assignment of the service entitlement thereunder.
9. Assignee acknowledges that it has been made aware of the relevant terms and conditions in Assignor's Transportation Contract.
10. This Assignment shall be construed in accordance with and governed by the laws of the Province of Ontario applicable therein.
11. This Assignment shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.
12. Assignor and Assignee will use reasonable efforts to work with Union to transfer to Assignee any gas imbalance, and/or energy adjustment(s) incurred by Assignee under this Assignment. Assignee shall be liable for all penalties and costs associated with any quantity or energy imbalances caused by Assignee. Assignee shall hold Assignor harmless and indemnify Assignor for said matters.
13. No amendment or modification of this Assignment shall be binding unless in writing and signed by all parties hereto.
14. No waiver on the part of any party to exercise any right or remedy hereunder shall operate as a waiver thereof, unless it is waived in accordance with the provisions hereof, nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or the exercise of any right or remedy in law or in equity or by statute or otherwise conferred. No waiver by a party of any breach or any of the provisions of this Assignment by the other party shall take effect or be binding upon the waiving party unless in writing and signed by such party. Unless otherwise provided therein, such waiver shall not limit or affect the rights of the party with respect to any other breach.
15. This Assignment may be executed in any number of counterparts, each of which be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument, and it shall not be necessary in making proof of this Assignment to produce more than one counterpart.

IN WITNESS WHEREOF the parties hereto have duly executed and delivered this Assignment as of the day, month, and year first above written.

[SHIPPER #1]
(ASSIGNOR)

[SHIPPER #2]
(ASSIGNEE)

By: _____

By: _____

Title: _____
Authorized Signatory

Title: _____
Authorized Signatory

Union acknowledges this assignment contained herein and agrees to treat Assignee as shipper with a service entitlement under the Transportation Contract equal to the Assigned Quantity during the operative term of this Assignment, subject to any early termination of the Assignment provided pursuant to the Transportation Contract or paragraph 6 herein.

UNION GAS LIMITED

By: _____

Title: _____
Authorized Signatory

Schedule "A"

Early Termination Notice

Assignor hereby provides Union and Assignee notice that it requests that the Assignment shall terminate as at the [] day of [Month, year].

Early Termination Notice to be sent to Union at:

Facsimile: 519-436-4527
Telephone: 519-436-4643
Attention: Director, Business Development

Assignor Information:

Assignor Name: [SHIPPER #1]

Assignor Transportation Contract Number: []

Requested Termination Date of Assignment (in no event earlier than two (2) business days after Union's receipt of this Early Termination Notice): [] day of [Month, year]

Assigned Quantity: [] GJ per day

Contact Person: Attention: [Name]
Telephone: []-[]-[]
Facsimile: []-[]-[]

Assignee Information:

Assignee Name: [SHIPPER #2]

Contact Person: Attention: [Name]
Telephone: []-[]-[]
Facsimile: []-[]-[]