

**PERMANENT TRANSPORTATION CONTRACT
ASSIGNMENT AGREEMENT - PARTIAL**

THIS AGREEMENT made effective as of the day of , .

BETWEEN:

an unlimited liability company incorporated under the laws of, governed pursuant to the laws of having an office in the City of , in the Province of (hereinafter referred to as the "Assignor")

OF THE FIRST PART

- and -

a , governed pursuant to the laws of having an office in the City of , in the Province of (hereinafter referred to as the "Assignee")

OF THE SECOND PART

- and -

TRANSCANADA PIPELINES LIMITED, a body corporate governed pursuant to the laws of Canada having an office in the City of Calgary, in the Province of Alberta (hereinafter referred to as "TransCanada")

OF THE THIRD PART

WITNESSES THAT:

WHEREAS TransCanada and Assignor are parties to a firm transportation service contract from to dated as of , identified in TransCanada's records as Contract No. for a quantity of GJ per day, (such agreement together with any and all amendments thereto being hereinafter called the "Contract"); and

WHEREAS Assignor wishes to assign, set over, transfer and convey a portion of the Assignor's interest and obligations in, to and under the Contract to Assignee;

AND WHEREAS TransCanada has agreed to consent to the assignment to the Assignee of a portion of the Assignor's interest and obligations in, to and under the Contract subject to the terms and conditions of this Agreement.

NOW THEREFORE in consideration of the mutual covenants and premises herein contained, and the payment of One Dollar (\$1.00) by each party to the other parties, receipt and sufficiency of which is acknowledged, the parties hereto agree as follows:

1. The Assignor hereby assigns, transfers, sets over and conveys to the Assignee, effective as of the day of , (the "Effective Date") all of the Assignor's rights and obligations in, to, and under the Contract, insofar as they relate to GJ per day (the "Assigned

- Quantity”) of the Assignor’s firm transportation service, TO HAVE AND TO HOLD the same unto Assignee for its sole use and benefit absolutely from and after the Effective Date hereof.
2. The Assignee hereby accepts the assignment herein provided and covenants and agrees with the Assignor and TransCanada that the Assignee shall at all times, from and after the Effective Date, be bound by, observe and perform all of the duties and obligations on the part of the Assignor under the Contract, insofar as they relate to the Assigned Quantity, accruing or arising on and after the Effective Date hereof as if it had been originally named as Shipper under the Contract to the extent of the Assigned Quantity.
 3. Subject to paragraphs 5 and 6 hereof, TransCanada, by its execution hereof, hereby consents to the assignment herein provided and agrees that from and after the Effective Date the Assignee shall be entitled to hold and enforce all the benefits, rights and privileges of the Assignor under the Contract, insofar as they relate to the Assigned Quantity, as if it had been originally named as Shipper under the Contract.
 4. Subject to paragraphs 5 and 6 hereof, the Assignor is hereby released, as and from the Effective Date, from its obligations under the Contract, insofar as they relate to the Assigned Quantity, provided that nothing herein shall release the Assignor from any of its obligations under the Contract arising or attributable to the period prior to the Effective Date.
 5. Notwithstanding any other provision contained in this Agreement, the parties agree that this assignment shall be subject to and conditional upon the following:
 - (a) If requested by TransCanada, the Assignee shall provide to TransCanada, prior to the Effective Date, financial assurances in accordance with Section XXIII of the General Terms and Conditions set forth in TransCanada’s Transportation Tariff, on terms satisfactory to TransCanada;
 - (b) TransCanada and the Assignor shall execute, prior to the Effective Date, an amending agreement on terms satisfactory to TransCanada, wherein the Assignor’s service entitlement under the Contract is reduced by an amount equal to the Assigned Quantity (the “Amending Agreement”); and
 - (c) TransCanada and the Assignee shall execute, prior to the Effective Date, a firm transportation service contract (the “Assignee’s Contract”) whereby TransCanada shall provide transportation service in respect of a quantity of gas which, in any one day from the Effective Date until the day of , shall not exceed the Assigned Quantity.
 6. The parties acknowledge and agree that this Agreement shall be null and void and that the assignment herein provided shall be of no force or effect unless the conditions contained in paragraph 5 hereof have been fulfilled on or before the Effective Date.
 7. The parties acknowledge and agree that upon execution of both of the Assignee’s Contract and the Amending Agreement and upon receipt by TransCanada of financial assurances from the Assignee (if so requested by TransCanada pursuant to paragraph 5 (a) hereof), all rights and obligations of the Assignor, insofar as they relate to the Assigned Quantity, shall terminate and be at an end and all rights and obligations of the parties respecting the Assigned Quantity shall be governed solely by the Assignee’s Contract, such that the Assignee’s Contract shall be the sole surviving document governing the Assigned Quantity from and after the Effective Date.
 8. Notwithstanding paragraph 7 and subject to paragraphs 5 and 6 hereof, the parties acknowledge and agree that the Assignor shall be responsible for all gas imbalances associated with the Contract prior to the Effective Date as the same may be determined by

TransCanada in its sole discretion, and the Assignee shall be responsible for all gas imbalances associated with the Contract on or after the Effective Date as the same may be determined by TransCanada in its sole discretion. TransCanada shall continue to provide the Assignor with all notices, communications, requests, invoices, and other written communications (collectively the "Notices") respecting such pre-Effective Date gas imbalances, and shall provide the Assignee with all Notices pertaining to any gas imbalances associated with the period on and after the Effective Date.

9. For the purposes of Section 6.1 of the Contract, the Assignee's address shall be:
 - (i) Mailing address:
 - (ii) Delivery address: same as above
 - (iii) Nominations: Attention:
Telecopy:
 - (iv) Invoices: Attention:
Telecopy:
 - (v) Other matters: Attention:
Telecopy:
10. This Agreement 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 regulatory or legislative authority having jurisdiction or control over TransCanada's Transportation Tariff (including without limitation the FT Toll Schedule and the General Terms and Conditions set forth in such Tariff).
11. This Agreement shall be construed in accordance with and governed by the laws of the Province of Alberta and the laws of Canada applicable therein.
12. This Agreement may be executed in as many counterparts as deemed necessary and when so executed shall have the same effect as if all parties had executed the same document. Each party executing a counterpart of this Agreement shall deliver one copy of such counterpart to the other parties. This Agreement may be delivered by electronic facsimile transmission and each copy of this Agreement so delivered shall be deemed to be an originally executed copy for all purposes.
13. All terms and words herein capitalized and not otherwise defined in this Agreement shall have the meanings ascribed thereto in the FT Toll Schedule, the List of Tolls and the General Terms and Conditions of TransCanada's Transportation Tariff as amended from time to time by the National Energy Board.
14. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

15. Each of the parties hereto, by the execution and delivery of this Agreement, irrevocably and unconditionally, with respect to any matter or thing arising out of this Agreement or the Contract, attorns and submits to, and accepts the jurisdiction of, the courts of the Province of Alberta.

IN WITNESS WHEREOF THE DULY AUTHORIZED PARTIES HERETO HAVE PROPERLY EXECUTED THIS Agreement all as and from the date first above written.

Per: _____

Per: _____

Name: _____

Name: _____

Title: _____

Title: _____

Per: _____

Per: _____

Name: _____

Name: _____

Title: _____

Title: _____

TRANSCANADA PIPELINES LIMITED

Per: _____

Name: _____

Title: _____

Per: _____

Name: _____

Title: _____

Contract Approval	
Customer Service Leader	
Customer Representative	
Legal Review	

Assignor: (Contract #)

Assignee: (Contract #)

Class of Service: Firm

Effective Date: ,

End Date: ,

Assigned Quantity: GJ per day

Receipt Point:

Delivery Point/Area:

Prepared By:

Modifications made to the proforma (if applicable):

Date: