

MASTER AGREEMENT FOR THE ASSIGNMENT OF SERVICE

Master Agreement for the Assignment of Service ("Assignment Agreement") made as of the • day of •, •

BETWEEN:

NGTL GP Ltd., as general partner on behalf of NGTL Limited Partnership,
a body corporate having an office in Calgary, Alberta ("Company")

and

•,

a • having an office in •, • ("Customer")

WHEREAS Company and Customer are parties to one or more Service Agreements for Service under Company's Tariff as amended, revised or replaced from time to time (the "Tariff") and

WHEREAS from time to time Customer will be a party to assignments of all or a portion of Service, as assignee or assignor.

NOW THEREFORE in consideration of the terms and conditions contained in this Assignment Agreement and the Tariff, Company and Customer agree as follows:

1. Terms used in this Assignment Agreement shall have the same meanings as are ascribed to them in the Tariff unless otherwise defined herein. If there is any conflict between this Assignment Agreement and the Tariff, the Tariff shall govern.
2. Each assignment ("Assignment") of Service occurring on or after the effective date of this Assignment Agreement shall be carried out in accordance with and governed by this Assignment Agreement and the Tariff.
- 3(a). Subject to paragraph 3(b), for each Assignment approved by Company a schedule ("Assignment Schedule") will be prepared by Company in the form attached as Schedule "A" for permanent assignments or Schedule "B" for temporary assignments or Schedule "C" for the early reversion of temporary assignment. Schedules "A", "B" and "C" will have an appendix attached thereto setting out the Assigned or Reverted Service ("Appendix "1"). The Appendix "1" shall be incorporated into, and form part of, the Assignment Schedule to which it is attached.
- 3(b). In the case of multiple Assignments at one time, Company shall not be required to prepare an Assignment Schedule for each Assignment. The Assignment Schedule shall apply to each Assigned or Reverted Service listed in the Appendix "1".

4. Fully executed Assignment Schedules shall be incorporated in and form part of this Assignment Agreement.
5. Upon executing an Assignment Schedule, Company consents to the assignment of the Assigned Service and releases Assignor from any obligations and liabilities under the Assignor Service Agreement relating to the Assigned Service which arise or accrue after the Effective Time, in the case of a temporary assignment, before the Reversion Time and in the case of an early reversion, before the Early Reversion Time. The terms "Assigned Service", "Assignor", "Assignor Service Agreement", "Effective Time", "Reversion Time" and "Early Reversion Time" used in this paragraph shall have the meaning ascribed to them in the Assignment Schedule in question.
6. Company may from time to time amend this Assignment Agreement by providing written notice to Customer. The effective date of amendment shall be the date of receipt by Customer of the notice. Any such amendment shall only apply to Assignment Schedules executed after the effective date of the amendment.
7. Company and Customer shall perform such further acts, execute such further documents and give such further assurances as may be reasonably required to give effect to this Assignment Agreement.
8. Company may request that Customer as assignee provide Company with a performance bond, irrevocable Letter of Credit or other security acceptable to Company (the "security") as a condition precedent to Company approving any Assignment.
9. Customer shall not assign this Assignment Agreement or any Assignment Schedule without the prior written consent of Company.
10. This Assignment Agreement and the Assignment Schedules may be executed in counterparts and may be provided to Company and Customer by fax. All faxed copies of this Assignment Agreement and the Assignment Schedules and all signatures on faxed copies shall for all purposes be deemed to be originals.
11. Notices by Customer or Company under this Assignment Agreement shall be provided in accordance with Customer's Service Agreement.

12. This Assignment Agreement shall enure to the benefit of and be binding upon Company and its successors and assigns and Customer and its successors and permitted assigns.

IN WITNESS WHEREOF the parties hereto have caused this Assignment Agreement to be executed by their proper signing officers duly authorized in that behalf as of the date first written above.

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**NGTL GP Ltd., as general partner on
behalf of NGTL Limited Partnership**

Per: _____

Per: _____

Per: _____

Per: _____