

FORM OF FT- FIRM TRANSPORTATION AGREEMENT
PERMANENT ASSIGNMENT AGREEMENT

PERMANENT ASSIGNMENT AGREEMENT
FOR FT- FIRM TRANSPORTATION OF NATURAL GAS
VECTOR PIPELINE LIMITED PARTNERSHIP

Number: _____

This PERMANENT ASSIGNMENT AGREEMENT FOR THE PERMANENT ASSIGNMENT OF A FIRM TRANSPORTATION AGREEMENT ("Assignment") is made and entered into this ___ day of _____, _____ between:

[NAME OF SHIPPER] _____ (**"ASSIGNOR"**),

OF THE FIRST PART

- and -

("Assignee")

OF THE SECOND PART

Witnesseth: That in consideration of the mutual covenants contained herein the parties agree as follows:

WHEREAS, Vector Pipeline Limited Partnership ("Vector") and Assignor are parties to a contract for firm transportation of natural gas by Vector to the Dawn, Ontario Delivery Point, made as of _____, _____, as amended, (the "FT-__ Firm Transportation Agreement"); and

WHEREAS, Assignor and Assignee are parties to an agreement concerning the transportation of natural gas, Number _____, dated _____, _____ (the "Gas Agreement"); and

WHEREAS, Assignee has requested that Assignor assign part of Assignor's service entitlement as shipper under the FT-__ Firm Transportation Agreement with Vector, and Assignor has agreed to do so subject to the terms and conditions of this Assignment.

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements herein set forth, the parties hereto mutually covenant, agree, and declare as follows:

- 1. Assignor hereby assigns to Assignee, and Assignee accepts from Assignor, such

portion of Assignor's service entitlement as Shipper under the FT-__ Firm Transportation Agreement with Vector equal to _____ gigajoules per day (the "Assigned Volume"), together with the corresponding rights and obligations of Assignor as Shipper under the FT-__ Firm Transportation Agreement, the Firm Transportation Service (FT-__) Toll Schedule and the General Terms and Conditions contained in Vector's Tariff, filed with the National Energy Board, as the same may be hereafter revised or superseded (collectively, the "FT-__ Tariff").

Term of Assignment: Commencing _____, _____ and terminating _____, _____.

Toll: _____.

2. During the term of this Assignment, Assignee shall perform and observe the covenants and obligations of Assignor as Shipper contained in the FT-__ Firm Transportation Agreement and the FT-__ Tariff in so far as they pertain to the Assigned Volume, to the same extent as Assignee would be obligated so to do were Assignee a party to the FT-__ Firm Transportation Agreement, as Shipper, with a service entitlement thereunder equal to the Assigned Volume.

3. This Assignment shall be in full force and effect as of and from the day before the "Date of First Deliveries" as defined in the Gas Agreement for the purposes of Assignee nominating Transportation service for that date, and for all other purposes on that date, and subject to paragraph 4 hereof, shall be for a term equal to the remaining term of the FT-__ Firm Transportation Agreement, as the same may be renewed or otherwise extended by Assignor in accordance with the FT-__ Tariff and Vector's contractual practice and procedure in that regard.

4. In the event that Assignee does not comply with paragraph 2 hereof, Assignor shall have the right to terminate this Assignment by following the termination procedure set forth in the FT-__ Tariff as if Assignor were Vector, Assignee were Shipper and this Assignment were the FT-__ Firm Transportation Agreement for this purpose.

5. Assignor will request that Vector acknowledge this Assignment and treat Assignee as a Shipper with a service entitlement under the FT-__ Firm Transportation Agreement equal to the Assigned Volume during the term of this Assignment. Assignee hereby consents to such request and to such treatment, and for this purpose Assignee declares that all notices, nominations, requests, invoices, and other written communications may be given by Vector to Assignee as follows or to such other persons or addresses of Assignee that Assignee may designate in writing to Assignor and Vector:

- (i) Mailing address:
- (ii) Delivery address:
- (iii) Nominations: Attention:

Telephone:
Fax:

(iv) Legal and Other: Attention:
Telephone:
Fax:

(v) Billing and Payment: Attention:
Telephone:
Fax:

6. Assignee acknowledges that Assignor will not seek Vector's consent to this Assignment and that Assignee will be required to satisfy Vector's creditworthiness standards contained in its Tariff in order to obtain Transportation service under the FT-__ Firm Transportation Agreement. Pursuant to the FT- __ Tariff, Assignor will remain obligated to Vector to perform and observe the covenants and obligations of the Shipper that are contained in the FT-__ Firm Transportation Agreement and the FT-__ Tariff in regard to the Assigned Volume insofar as Vector is concerned. Consequently, Assignee shall indemnify Assignor for and hold Assignor harmless from all charges that Vector may be entitled to collect from Assignor under the assigned portion of the FT-__ Firm Transportation Agreement and the FT-__ Tariff in regard to the Assigned Volume in the event that Assignee fails to satisfy its obligations to Vector thereunder.

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 term of the FT-__ Firm Transportation Agreement as relates to all volumes to which Assignor is entitled thereunder, including those volumes assigned to Assignee, in accordance with the FT-__ Tariff and Vector's contractual practice and procedure in that regard.

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 or either of them, or over the FT-__ Firm Transportation Agreement, the FT-__ Tariff, and the assignment of the service entitlement thereunder.

9. Assignee acknowledges receipt from Assignor of a true copy of the FT-__ Firm Transportation Agreement and declares that it has (or will obtain directly from Vector) a copy of the FT-__ Tariff.

10. This Assignment shall be construed in accordance with and governed by the laws of the province of Ontario and the laws of Canada 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.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement in one or more counterparts, which counterparts shall constitute one integrated agreement, by their duly authorized officers effective as of the day first above written.

(Assignor)

_____ By: _____
Date

Title: _____

(Assignee)

_____ By: _____
Date

Title: _____