

**FORM OF FT-___ FIRM TRANSPORTATION AGREEMENT
TEMPORARY ASSIGNMENT AGREEMENT**

**TEMPORARY ASSIGNMENT AGREEMENT FOR
FT-___ FIRM TRANSPORTATION AGREEMENT OF NATURAL GAS
VECTOR PIPELINE LIMITED PARTNERSHIP**

Number: _____

This TEMPORARY ASSIGNMENT AGREEMENT FOR THE TEMPORARY ASSIGNMENT OF A FIRM TRANSPORTATION AGREEMENT ("ASSIGNMENT") is made and entered into this _____ day of _____, _____, by _____ ("Assignor") and _____ ("Assignee").

1. Assignor hereby assigns to Assignee, Assignor's service entitlement as the Shipper under a Firm Transportation Agreement with Vector, to the extent specified in paragraph 2 herein, together with the corresponding rights and obligations of Assignor as Shipper under such Firm Transportation Agreement and Vector's NEB Transportation Tariff, as the same may be hereafter revised or superseded.

2. The Transportation service assigned herein to Assignee consists of the following

Volume: _____ GJ/day under Shipper's FT-___ Firm Transportation Agreement No. _____ (the "Assigned Volume").

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

Toll: _____.

3. During the term of this Assignment, Assignee shall perform and observe the covenants and obligations of Assignor as Shipper contained in the specified Firm Transportation Agreement and Vector's 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 specified Firm Transportation Agreement as Shipper.

4. Assignee acknowledges that Assignor will not seek Vector's consent to this Assignment and that Assignee will be required to satisfy Vector's Tariff creditworthiness standards in order to obtain service under the specified Firm Transportation Agreement. Accordingly, Assignor will remain obligated to Vector to perform and observe the covenants and obligations of Shipper contained in the specified Firm Transportation Agreement and the Vector Tariff in regard to the Assigned Volume in so far 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

specified Firm Transportation Agreement and Vector's Tariff in regard to the Assigned Volume in the event that Assignee fails to satisfy its obligations to Vector thereunder.

5. 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, the specified Firm Transportation Agreement and Vector's Tariff.

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: _____