

MASTER AGREEMENT FOR THE ASSIGNMENT OF SERVICE

AND

THE ONLINE IRREVOCABLE APPLICATION FOR SUCH ASSIGNMENT OF SERVICE

Master Agreement for the Assignment of Service and the Online Irrevocable Application for such Assignment of Service (the "Electronic Assignment Agreement") made as of the • day of •, •

BETWEEN:

NOVA Gas Transmission Ltd. ,
a Corporation 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 Gas Transportation 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 Electronic Assignment Agreement and the Tariff, Company and Customer agree as follows:

1. Capitalized terms used in this Electronic Assignment Agreement shall have the same meanings given to them in the Tariff unless otherwise defined herein. If there is any conflict between this Electronic Assignment Agreement and the Tariff, the Tariff shall prevail.
2. Each assignment ("Assignment") of Service occurring on or after the effective date of this Electronic Assignment Agreement shall be carried out in accordance with and governed by this Electronic Assignment Agreement and the Tariff.
3.
 - (a) Subject to paragraph 3(b), for each Electronic Application (as defined below) or Written Application (as defined below) approved by Company a schedule ("Assignment Schedule") will be prepared by Company in the form attached as Schedule "A" for permanent assignments, 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.

(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. The following procedure shall apply if Customer wishes to participate in an Assignment:

(a) Customer shall make application for an Assignment in one of the following manners:

- i. Customer as Assignor or Assignee shall notify Company electronically, using technology approved by Company, of Customer's request for an Assignment specifying particular Schedules of Service to assign, the identity of the Assignee and Assignor and any additional information Company may request (the "Electronic Application"); or
- ii. Customer as Assignor or Assignee shall notify Company in writing of Customer's request for an Assignment specifying particular Schedules of Service to assign, the identity of the Assignee and Assignor and any additional information Company may request (the "Written Application").

(b) If Customer makes an Electronic Application, the Electronic Application shall be irrevocable on the part of Customer once received by Company and the following shall apply;

- i. Upon receipt of an Electronic Application, Company will review the Electronic Application for its acceptability. If Company rejects such Electronic Application, Company shall notify Customer of such rejection;
- ii. Upon acceptance of an Electronic Application, Company shall complete Assignment process in accordance with this Electronic Assignment Agreement and notify Customer of completion of the Assignment;
- iii. Company may at anytime and for any reason require Customer to complete the Assignment by executing paper documents.
- iv. Upon acceptance by Company of an Electronic Application, Company shall post the Assignment Schedule, Appendix "1", and any other associated documents for viewing by Customer. Customer will be deemed to have executed an Assignment Schedule and Appendix "1" and any other Schedules of Service relating to the Assignment reflecting changes made in respect of the Electronic Application;
- v. Each of Company and Customer are deemed, in the absence of manifest error, to accept the Assignment Schedule and Appendix "1" and any changes to other Schedules of Service relating to the Assignment;
- vi. The Assignment Schedules and Appendix "1" shall be incorporated in and form part of this Electronic Assignment Agreement;

- vii. Upon acceptance by Company of an Electronic Application, 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;
 - viii. Company shall post the new Assignment Schedule, Appendix "1", and any other associated documents for viewing by Customer for a period of not less than two (2) months; and
 - ix. Any notice to Customer by Company may be provided electronically and any notice provided to Customer electronically shall be deemed to have been received by Customer four (4) hours after electronic transmission.
- (c) If a Customer makes a Written Application the following shall apply;
- i. Upon receipt of a Written Application, Company will review the Written Application for its acceptability. If Company rejects such Written Application, Company shall provide written notice of such rejection;
 - ii. Upon acceptance of a Written Application, Company shall complete Assignment process in accordance with this Electronic Assignment Agreement and issue paper documents to Customer for execution;
 - iii. Fully executed Assignment Schedules and Appendix "1" shall be incorporated in and form part of this Electronic Assignment Agreement;
 - iv. 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; and
 - v. Any notice provided to Customer in writing shall be provided in accordance with Customer's Service Agreement.
5. This Electronic 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 Electronic Assignment Agreement and the Assignment Schedules and all signatures on faxed copies shall for all purposes be deemed to be originals.

6. Customer may appoint an "Agent" to manage on Customers behalf certain functions under this Agreement, provided Customer has notified Company of the appointment of such Agent.
7. Company may from time to time unilaterally amend this Electronic Assignment Agreement by providing written notice to Customer in accordance with Customer's Service Agreement. Customer shall have five (5) business days to advise Company if it rejects such amendment. If Customer does not provide such notice then Customer is deemed to have accepted such amendment. Any such amendments shall be incorporated into and form part of the Electronic Assignment Agreement as of the effective date of the amendment; PROVIDED HOWEVER, that any such amendment shall only apply to Assignment Schedules executed or deemed to be executed after the effective date of the amendment.
8. 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 Electronic Assignment Agreement.
9. 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.
10. Customer shall not assign this Electronic Assignment Agreement or any Assignment Schedule without the prior written consent of Company.
11. Company may reject any request for Assignment by Customer for any reason.
12. This Electronic 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.
13. This Electronic Assignment Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and supercedes and replaces all previous agreements and understandings, whether written or oral.
14. This Electronic Assignment Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein. Each of the parties, by the execution and delivery of the Electronic Assignment Agreement, irrevocably and unconditionally, with respect to any matter or thing arising out of or pertaining to this Electronic Assignment Agreement, attorns, submits to and accepts the jurisdiction of the courts of the Province of Alberta.

15. If any provision of this Electronic Assignment Agreement is determined to be invalid or unenforceable, such invalidity or unenforceability shall apply only to such provisions and all other provisions hereof shall continue in full force and effect.

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

NOVA Gas Transmission Ltd.

Per:

Per:

Per:

Per:
