

**MASTER AGREEMENT FOR THE ONLINE IRREVOCABLE APPLICATION
FOR TRANSFER OF SERVICE**

Master Agreement for the Online Irrevocable Application for Transfer of Service (the “Electronic Transfer Agreement”) made as of the • day of •, •

BETWEEN:

•,
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 Company and Customer have executed one or more Schedules of Service (individually referred to herein as a “Schedule of Service”), each of which forms part of and is incorporated into the Service Agreement and pursuant to which Customer is entitled to receive Service as described therein;

WHEREAS pursuant to the Service Agreement Company may permit Customers to transfer all or any portion of Service under a Schedule of Service from a Receipt Point to another Receipt Point (a “Transfer”);

WHEREAS Customer wishes to be able to request Transfers electronically, as provided for herein; and

WHEREAS Customer wishes to be able to create new Schedules of Service to exchange the Receipt Point set out therein and to revise such Service electronically, as provided for herein.

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

1. Capitalized terms used in this Electronic Transfer Agreement shall have the same meanings given to them in the Tariff unless otherwise defined herein. If there is any conflict between this Electronic Transfer Agreement and the Tariff, the Tariff shall prevail.
2. Each amendment of a Schedule of Service and the creation of a Transfer of Service Agreement, Appendix “1”, Schedule of Service and any other associated documents

in respect of a Transfer occurring on or after the effective date of this Electronic Transfer Agreement shall be carried out in accordance with and governed by this Electronic Transfer Agreement and the Tariff.

3. Upon execution of this Electronic Transfer Agreement, Customer may request Transfers as follows:
 - (a) Customer shall notify Company electronically, using technology approved by Company, of Customer's request for a Transfer specifying particular Receipt Points from which to Transfer, the Transfer destination Receipt Points, the Schedule of Service to be transferred, the portion of the Receipt Contract Demand that Customer wishes to Transfer and any additional information Company may request (the "Electronic Application"); and
 - (b) The Electronic Application shall be irrevocable on the part of the Customer once received by Company; and
 - (c) Upon receipt of the Electronic Application, Company will review the Electronic Application and notify Customer of acceptance or rejection of the Electronic Application. Customer shall be deemed to have received the notification four (4) hours after electronic transmission.
4. Upon acceptance by Company of an Electronic Application, Company shall process the Transfer and post the Transfer of Service Agreement, Appendix "1", Schedule of Service and any other associated documents relating to the Transfer for viewing by Customer. Customer shall be deemed to have executed the Transfer of Service Agreement, Appendix "1", Schedule of Service and any other associated documents relating to the Transfer reflecting changes made in respect of the Electronic Application;
5. Company may request that Customer 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 Transfer.
6. Company shall post the Transfer of Service Agreement, Appendix "1", Schedule of Service and any other associated documents relating to the Transfer for viewing by Customer for a period of not less than two (2) months.
7. 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.
8. Company may reject any request by Customer to Transfer for any reason.

9. Company may from time to time unilaterally amend this Electronic Transfer Agreement by providing written notice to Customer in accordance with the 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 shall be deemed to have accepted such amendment. Any such amendments shall be incorporated into and form part of the Electronic Transfer Agreement as of the effective date of the amendment; PROVIDED HOWEVER, that any such amendment shall only apply to subsequent Transfer of Service Agreement, Appendix "1", Schedule of Service and any other associated documents relating to the Transfer executed or deemed to be executed after the effective date of the amendment.
10. Company and Customer shall perform all such further acts, execute such further documents and give such further assurances as may reasonably be required to give effect to this Electronic Transfer Agreement.
11. Customer shall not assign this Electronic Transfer Agreement without the prior written consent of the Company.
12. Notices by Customer or Company under this Electronic Transfer Agreement shall be provided in accordance with Customer's Service Agreement.
13. This Electronic Transfer Agreement may be terminated by either party upon giving written notice to the other party hereto in accordance with Customer's Service Agreement; PROVIDED HOWEVER, that such notice shall not affect any Schedules of Service which are effective prior to the date of notice of termination of this Agreement.
14. This Electronic Transfer Agreement shall enure to the benefit of and be binding upon the parties hereto, their successors and any permitted assigns.
15. Customer shall at Company's request execute the Transfer of Service Agreement, Appendix "1", Schedule of Service and any other associated documents relating to the Transfer.
16. This Electronic Transfer Agreement and any documents required to be signed by parties to this Electronic Transfer Agreement may be executed in counterparts and may be provided to Company and Customer by fax. All such faxed copies of this Electronic Transfer Agreement and any documents required to be signed by parties to this Electronic Transfer Agreement and all signatures on such faxed copies shall for all purposes be deemed to be originals.
17. This Electronic Transfer 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 Transfer Agreement, irrevocably and unconditionally, with respect to any matter or thing arising out of or pertaining to this Electronic Transfer Agreement,

attorns, submits to and accepts the jurisdiction of the courts of the Province of Alberta.

18. If any provision of the Electronic Transfer 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 Transfer Agreement to be executed by their proper signing officers duly authorized in that behalf as of the date first written above.

•

Per:

Per:

•

Per:

Per:
