



**TRANSPORTATION CONTRACT PERMANENT ASSIGNMENT AGREEMENT** dated as of the     <sup>th</sup>  
day of     , 20    ,

This **Agreement** between:

**[SHIPPER #1]** (“Assignor”)

and

**[SHIPPER #2]** (“Assignee”)

for the assignment of certain firm transportation service quantities (as provided below) provided pursuant to a firm transportation service contract between Enbridge Gas Inc. (“**Enbridge**”) and Assignor (Contract No.     ) (such agreement together with any and all amendments thereto being hereinafter called the “**Transportation Contract**”).

In consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Subject to the terms and conditions set out herein, Assignor permanently assigns to Assignee, and Assignee accepts from Assignor, that portion of Assignor's Contract Demand and corresponding service entitlement under the Transportation Contract (the “**Assigned Quantity**”), as specified in section 2 below, together with the corresponding rights and obligations of Assignor under the Transportation Contract as they relate to the Assigned Quantity.
2. The service assigned herein to Assignee consists of the following:
  - a) **Assigned Quantity:**      GJ/day (     MMBtu/day);
  - b) **Term of Assignment:** Commencing Month day, year (the “**Effective Date**”) and terminating the date of the termination of the Transportation Contract.
3. Assignee shall perform and observe the covenants and obligations of Assignor as Shipper contained in the Transportation Contract insofar as they pertain to the Assigned Quantity, to the same extent as Assignee would be obligated so to do were Assignee a party to the Transportation Contract as Shipper, with a service entitlement thereunder equal to the Assigned Quantity.
4. Assignee shall provide to Enbridge, financial assurances in accordance with the provisions of the Transportation Contract.
5. Assignee agrees to enter into an Interruptible Service HUB Contract with Enbridge as a condition to the Assignment taking effect and agrees to maintain such contract in place during the operative term of this Agreement.
6. Enbridge and the Assignee shall execute a new transportation service contract or an Amending Agreement to an existing transportation service contract (the “**Assignee’s Contract**”) wherein Enbridge provides to the Assignee a quantity of gas which shall not exceed the Assigned Quantity for the Term of Assignment.

7. The parties acknowledge and agree that this Agreement shall be null and void and that the assignment herein provided shall be of no force or effect unless the conditions contained in section 4, 5, and 6 herein have been fulfilled on or before the Effective Date.
8. The parties acknowledge and agree that upon execution of the Assignee's Contract, the portion of the Transportation Contract relating to the Assigned Quantity and all rights and obligations of the Assignor under the Transportation Contract relating to the Assigned Quantity shall terminate and be at an end as and from the Effective Date and the Assignee's Contract shall be the sole surviving document governing the Assigned Quantity from and after the Effective Date.
9. This Agreement 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 to either of them, or over the Transportation Contract, and assignment of the service entitlement thereunder.
10. Assignee acknowledges that it has been made aware of the relevant terms and conditions in Assignor's Transportation Contract.
11. This Agreement shall be construed in accordance with and governed by the laws of the Province of Ontario applicable therein.
12. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.
13. Notwithstanding anything written herein, the parties acknowledge and agree that the Assignor shall be responsible for, and if applicable have the right to, all gas imbalances associated with the Transportation Contract incurred or arising before the Effective Date, and the Assignee shall be responsible for, and if applicable have the right to, all gas imbalances associated with the Assigned Quantity under the Transportation Contract incurred or arising on or after the Effective Date, as the same may be determined by Enbridge in its sole discretion, and regardless of whether such gas imbalances are determined by Enbridge before, on or after the Effective Date.
14. No amendment or modification of this Agreement shall be binding unless in writing and signed by all parties hereto.
15. If the Assignee wants Enbridge to zero rate the GST/HST on any gas transportation charges for the Assigned Quantity, Assignee must provide Assignor and Enbridge with an executed Declaration.

*[signature page follows]*

IN WITNESS WHEREOF the parties hereto have duly executed and delivered this Agreement as of the date first above written.

**[Shipper #1]**

**(ASSIGNOR)**

By: \_\_\_\_\_

Title: \_\_\_\_\_  
*Authorized Signatory*

**[Shipper #2]**

**(ASSIGNEE)**

By: \_\_\_\_\_

Title: \_\_\_\_\_  
*Authorized Signatory*

Acknowledged and agreed:

**ENBRIDGE GAS INC.**

By: \_\_\_\_\_

Title: \_\_\_\_\_  
*Authorized Signatory*

SAMPLE