

Great Lakes Canada Temporary Assignment Summary

- Shipper may assign their FT service to another Shipper on a temporary basis up to the full length of the FT contract.
- Shipper may temporarily assign all or portions of the Contract Demand (as defined in the FT Contract).
- TransCanada is not party to the Temporary Assignment between Shipper (Assignor) and Assignee.
- Shipper authorizes TransCanada to treat the Assignee as Shipper for the Temporary Assignment.
- Assignee shall not be entitled to renew the FT Contract, all rights and obligations with respect to the renewal of the FT Contract remain with Shipper.
- Early Reversions: Shipper is entitled to terminate the Temporary Assignment by providing written notice to Assignee and TransCanada. Assignee is not entitled to terminate the Temporary Assignment.
- During the term of a Temporary Assignment, Shipper authorizes TransCanada to, without limitation and without notice to Shipper, accept nominations from Assignee, invoice Assignee and accept direction, requests or instruction directly from Assignee in respect of a Temporary Assignment.
- If Assignee requires that no GST/HST be applied to any transportation charges incurred pursuant to a Temporary Assignment, Assignee shall, prior to the effective date of the Temporary Assignment, provide TransCanada with an executed declaration in the form, Exhibit "C".
- Notwithstanding a Temporary Assignment, Shipper shall remain obligated to TransCanada in the event Assignee fails to pay.