

NORTHERN BORDER PIPELINE COMPANY
TITLE TRANSFER AGREEMENT

This Agreement ("Agreement") is made and entered into as of _____, 20____, by and between NORTHERN BORDER PIPELINE COMPANY, hereinafter referred to as "Company", and _____, hereinafter referred to as "Account Holder".

WHEREAS, Company owns and operates mainline transmission and other related facilities whereby it transports natural gas in interstate commerce; and

WHEREAS, Account Holder controls certain gas at a transfer point on Company's system; and

WHEREAS, Account Holder desires to transfer title to such gas at such transfer point; and

WHEREAS, it is the Account Holder's responsibility to see that the total quantities of gas nominated into and out of such transfer point are in balance; and

WHEREAS, it is Company's responsibility to see that the total quantities of gas scheduled into and out of such transfer point for Account Holder, using supplied nomination rankings, are in balance;

NOW THEREFORE, in consideration of the covenants and conditions herein contained, Company and Account Holder agree as follows:

Article 1 - Receipt of Natural Gas by Company

Subject to the terms and provisions of this Agreement, Company agrees to accept for Account Holder at such transfer point the aggregate quantities of natural gas as nominated pursuant to Section 4 of this Agreement.

Article 2 - Transfer of Title

Title to natural gas received by Company for Account Holder pursuant to this Agreement may be transferred to any transferee that has an active Company transportation agreement or title transfer agreement.

Article 3 - Term

This Agreement shall be effective on the date first stated and shall continue until canceled by either party upon five (5) days prior written notice.

Article 4 - Nomination

This Agreement shall be assigned a title transfer agreement number to which the Account Holder and shippers delivering gas into and/or receiving gas out of such transfer point must reference for nomination purposes. Nominations must be made in accordance with the provisions set forth in Section 6.10 of the General Terms and Conditions of Company's Federal Energy Regulatory Commission ("FERC") Gas Tariff, as amended from time to time.

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Article 5 - General Terms and Conditions

This Agreement shall be subject to the General Terms and Conditions of Company's FERC Gas Tariff, as amended from time to time.

Article 6 - Other Provisions

Upon notice to Account Holder, Company shall have the right to file and seek FERC approval of any changes in the terms of this Agreement as Company may deem necessary, and to make such changes effective at such times as the Company desires and is possible under applicable law. Account Holder may protest any filed changes before the FERC and exercise any other rights it may have with respect thereto.

All claims arising from and out of the terms of this Agreement shall be limited to the assets of Company. Account Holder agrees that exercise of any and all rights or remedies at law or in equity against the individual partners of Company by Account Holder, its successors, assigns and representatives is hereby expressly waived.

The parties' signatures below evidence their agreement to the terms and conditions of this Agreement.

NORTHERN BORDER PIPELINE COMPANY
By: TransCanada Northern Border Inc.,
its Operator

(Name of Account Holder)

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

By: _____

Title: _____

Date: _____