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METER ASSIGNMENT AND NOVATION AGREEMENT

THIS AGREEMENT made as of the ____ day of _____, _____

AMONG:

a body corporate, registered to carry on business in the Province of Saskatchewan
(hereinafter referred to as the "Assignor")

OF THE FIRST PART

a body corporate, registered to carry on business in the Province of Saskatchewan
(hereinafter referred to as the "Assignee")

OF THE SECOND PART

TRANSGAS LIMITED

a body corporate, having its head office in the City of Regina, in the Province of Saskatchewan
(hereinafter referred to as "TransGas")

OF THE THIRD PART

WHEREAS the Assignor and TransGas are parties to or successors in interest to parties to the TransGas Contract described in Part I of Schedule "A", which Schedule is attached to and incorporated into this Meter Assignment and Novation Agreement ("MANA");

AND WHEREAS the purpose of this MANA is to document the terms of a TransGas Contract Assignment and the associated meter's Common Stream Operator transfer between Assignor and Assignee;

AND WHEREAS the Assignor and Assignee are each a party to an executed TransGas Service Agreement with TransGas;

AND WHEREAS the Assignor has agreed to assign to the Assignee, all of the Assignor's right, title, and interest in and to the said TransGas Contract for meters listed in Part 1 of Schedule "A";

NOW THEREFORE in consideration of the premises hereto and the mutual covenants and agreements herein set forth, the parties hereto agree as follows:

Definition of Terms

1. All capitalized terms referred to in this MANA shall have the meaning ascribed thereto in the [TransGas Comprehensive Tariff](#). In accordance with the TransGas Comprehensive Tariff, all Assignments require TransGas' prior written consent.

Assignment of Benefits to Assignee

2. The Assignor does hereby assign and novate, transfer, set over and convey unto the Assignee all of the interest of the Assignor in and under the said TransGas Contract for the meters as listed in Part 1 of Schedule "A", and all benefit and advantage derived or to be derived therefrom, to have and to hold the same unto the Assignee absolutely, from and after the Effective Date.

Assumption of Liabilities by Assignee

3. The Assignee hereby accepts the Assignment set forth in Clause 2 hereof and covenants and agrees with the Assignor and TransGas that it shall, at all times, from and after the Effective Date, be bound by, observe and perform all the terms and provisions to be observed and performed by the Assignor under the said TransGas Contract to the same extent as if the Assignee had been originally named as a party thereto in the place and stead of the Assignor for the said TransGas Contract for the meters as listed in Part 1 of Schedule "A".

TransGas' Covenants:

4. For the meters as listed in Part 1 of Schedule "A", TransGas does hereby:
 - (a) consent to the Assignment and novation by the Assignor to the Assignee of all of the interest and obligations of the Assignor in and under the said TransGas Contract;
 - (b) release and discharge the Assignor of and from the observance and performance of the covenants, agreements, liabilities and obligations on the part of the Assignor to be observed and performed under the said TransGas Contract from and after the Effective Date, however, nothing herein contained shall be construed as a release of the Assignor from any obligation or liability which may have accrued prior to the Effective Date, except the obligation to give prior notice of proposed disposition to TransGas; and
 - (c) covenant and agree that from and after the Effective Date the Assignee shall be entitled to hold and enforce all of the privileges, rights and benefits of the Assignor under the said TransGas Contract to the same extent as though and to the intent and purpose that the Assignee had been a party thereto in the place and stead of the Assignor.

Relationship Between TransGas and Assignee

5. Notwithstanding anything contained in this MANA, the Assignor and Assignee agree as follows in favour of TransGas:
 - (a) Any Energy imbalance in Shipper's Imbalance Account for the meters in Part 1 of Schedule "A", specific to the said TransGas Contract as of the Effective Date, shall be transferred to and accepted by Assignee and the Assignee shall be entitled to the benefit of any positive balance and be responsible for any negative balance that exists as of that date; and

- (b) TransGas shall, from and after the Effective Date, pay to the Assignee any refund or repayment of capital, Customer or other contributions made under the said TransGas Contract for the meters in Part 1 of Schedule "A".

The provisions of this clause describe the relationship between TransGas and the Assignee only and the ultimate entitlement to any benefit or ultimate responsibility for any liability vis a vis the Assignor and Assignee shall be determined by any relevant agreement between those parties.

Interim Time Period Between the Effective Date and Execution Date

6. Assignee acknowledges that in all matters relating to the said TransGas Contract subsequent to the Effective Date and prior to the execution of this MANA by TransGas, including but not limited to all accounting and conduct of operations thereunder, the Assignor has been acting as a trustee for and duly authorized agent of the Assignee, and the Assignee does hereby expressly ratify, adopt and confirm all acts or omissions of the Assignor in its capacity as trustee and agent to the end that all acts or omissions shall for the purposes be construed as having been made or done by the Assignee.

Further Assurances

7. The Assignor covenants and agrees with the Assignee that it shall and will, from time to time and at all times hereafter, at the request of the Assignee, execute such further assurances and do all such further acts as may be reasonably required for the purpose of vesting in the Assignee all of the interest of the Assignor in and under the said TransGas Contract for the meters in Part 1 of Schedule "A".

Effective Date

8. The Effective Date of this MANA shall be the date referred to in Part II of Schedule "A" (the "Effective Date"), and shall always fall on the first Day of a Month. Advance written notice of an Assignment received by TransGas at least ten (10) business Days prior to Month's end shall cause the Effective Date to fall on the first Day of the subsequent Month, or as otherwise agreed to by the parties hereto. Advance written notice of an Assignment received by TransGas less than ten (10) business Days prior to Month's end shall cause the Effective Date to fall on the first Day of the second Month after the notice was received, or as otherwise agreed to by the parties hereto.

Assignee's Address

9. The address of the Assignee for notices under the said TransGas Contract shall be the address referred to in Part III of Schedule "A".

Binding on Successors and Assigns

10. This MANA shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Sealing of Documents

- 11.1 In the event the corporate seal of the Assignor is not affixed to this MANA, I/we, the signatories on behalf of the Assignor hereby confirm and warrant in favour of the Assignee and TransGas that I/we have authority to execute this MANA on behalf of the Assignor.
- 11.2 In the event the corporate seal of the Assignee is not affixed to this MANA, I/we, the signatories on behalf of the Assignee hereby confirm and warrant in favour of the Assignor and TransGas that I/we have authority to execute this MANA on behalf of the Assignee.

Counterparts

- 12. This MANA may be executed by electronic signature and in counterparts and will be deemed to be fully executed and accepted upon all parties having signed this MANA in counterparts. This MANA may be executed by electronic signature, and may be delivered by fax or electronic mail.

IN WITNESS WHEREOF the parties hereto have executed this MANA as of the date first above written.

PER: _____

PER: _____

PER: _____

PER: _____

TRANSGAS LIMITED

PER: _____
Key Account Manager

PER: _____
Executive Vice President, Stakeholder
Engagement, Chief Legal Officer and
Corporate Secretary

SCHEDULE "A"

Attached to and forming part of this MANA dated as of the ____ day of _____, _____, among _____ (Assignor), _____ (Assignee), and TransGas Limited.

PART I TransGas Contract & Associated Meters

Contract Number	TransGas Meter Number	Meter Name

PART II Effective Date

The Effective Date of this MANA shall be _____.

PART III Assignee's Address for Notices

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