

US L/C

[THE ISSUING BANK LETTERHEAD]

IRREVOCABLE STANDBY LETTER OF CREDIT NO. _____

[NAME OF BANK AND ADDRESS]

Telex: •
Swift: •

Date of Issue: •
Currency and Amount: USD\$•
Date of Expiry¹: •
Place of Expiry: •

Applicant:

[NAME OF APPLICANT AND ADDRESS]

Beneficiary:

Alliance Pipeline L.P.
Suite 150, 6385 Old Shady Oak Road
Eden Prairie, MN, USA 55344
Fax: (403) 263-4948

We hereby issue this irrevocable unconditional standby letter of credit (the “**Letter of Credit**”) in favour of the Beneficiary for the account of *[NAME]* (the “**Shipper**”) FOR AN AMOUNT NOT EXCEEDING USD\$•. Payments under this Letter of Credit will be made to the Beneficiary by *[NAME OF ISSUING BANK]* on written demand by the Beneficiary, addressed to *[NAME AND ADDRESS OF ISSUING BANK]*, bearing the clause: “Drawn under Irrevocable Standby Letter of Credit No. • issued by *[NAME AND ADDRESS OF ISSUING BANK]*”, accompanied by original copies of the following two documents:

1. Beneficiary’s signed certificate specifying the amount claimed and stating that the amount drawn is due and payable because (i) this Letter of Credit has not been renewed in accordance herewith or replaced by a new Letter of Credit in the amount required by one or more Service Agreements (defined below), or (ii) the Shipper has failed to perform its obligations under one or more:
 - (a) interruptible transportation agreements with the Beneficiary for services commencing on or after December 1, 2015,
 - (b) master capacity release agreements with the Beneficiary for services commencing on or after December 1, 2015,
 - (c) interruptible wheeling agreements, term park and loan service agreements and/or auto park and loan service agreements with the Beneficiary for services in the Beneficiary’s ACE Hub commencing on or after December 1, 2015, and/or
 - (d) firm transportation agreements with the Beneficiary for non-staged services commencing on December 1, 2015 for a service term of less than 11 months, or for non-staged services commencing after December 1, 2015 for a service term of less than one year,

entered into before, on or after the Date of Issue of this Letter of Credit (each, a “**Service Agreement**”), and that the amount drawn will be applied against such obligations.
2. The original of this Letter of Credit for our endorsement and in the event of partial drawings (except the final drawing) the original Letter of Credit shall be returned to the Beneficiary.

¹ The Date of Expiry shall be at least sixty (60) days after the actual expiration date of the Service Agreement.

One written demand (and accompanying documents) shall be presented for each drawing hereunder. If your written demand (and accompanying documents) is presented by 12:00 noon (New York City time) on any day on which we are open for business (a “**Business Day**”), in conformity with the terms and conditions of this Letter of Credit, we will honour your written demand by making payment in immediately available funds in accordance with your payment instructions by 1:00 p.m. (New York City time) the following Business Day. All such payments will be made without inquiry by us or without recognition of any claims of the Shipper regarding the Beneficiary’s demand for payment.

Partial and multiple drawings are permitted.

It is a condition of this Letter of Credit that it shall be deemed to be automatically extended without amendment to that date that is one year from the present or any future expiration date of this Letter of Credit unless at least thirty (30) days prior to any such expiration date we shall notify the Beneficiary in writing by registered mail or courier that we elect not to consider this Letter of Credit to be renewable for any such additional period. This Letter of Credit shall not be amended, modified or revoked without the prior written consent of the Beneficiary.

This Letter of Credit is transferable upon delivery to us of this Letter of Credit accompanied by a Notice of Transfer in the form attached hereto as Exhibit A, and payment for our transfer fees. Upon receipt thereof and surrender of this Letter of Credit to us, we shall issue a replacement Letter of Credit on the same terms as this Letter of Credit.

This Letter of Credit, except as otherwise expressly stated herein, shall be governed by the laws of the State of New York. This Letter of Credit shall be supplemented by the provisions (to the extent that such provisions are not inconsistent with this Letter of Credit) of the Uniform Customs and Practice for Documentary Credits 2007 Revision, International Chamber of Commerce, Paris, Publication No. 600 and engages us in accordance with the terms thereof.

This Letter of Credit sets forth in full our undertaking and such undertaking shall not in any way be modified, amended, amplified or limited by reference to any document, instrument, or agreement referred to herein, except only the documents required by the terms hereof to be presented to us in connection with any demand for payment hereunder, and any such references shall not be deemed to incorporate herein by reference any document, instrument, or agreement except for such documents.

We hereby irrevocably waive all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Letter of Credit or any instrument, certificate or document delivered in connection therewith.

All documents presented to us in connection with any demand for payment hereunder as well as all notices and other communications to us in respect of this Letter of Credit shall be personally delivered to us at the address indicated on the first page hereof.

Dated at the City of ●, in the State of ●, this ● day of ●, ●.

[NAME OF ISSUING BANK]

AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE

EXHIBIT A
NOTICE OF TRANSFER

[NAME AND ADDRESS OF ISSUING BANK]

The undersigned, a duly-authorized officer of Alliance Pipeline L.P., hereby advises you that all rights of the undersigned Beneficiary to draw under the Letter of Credit No. • dated •, 20__ (the “**Letter of Credit**”), issued for the account of • have been and are hereby irrevocably transferred to:

(Name of Transferee)

(Address of Transferee)

By this transfer, all rights of the Beneficiary in the Letter of Credit are transferred to the Transferee and said Transferee shall hereafter have all and exclusively the sole rights as beneficiary of the Letter of Credit, including (without limitation) the right to draw funds under the Letter of Credit in accordance with its terms.

As provided under the terms of the Letter of Credit, please issue a replacement Letter of Credit in the name of the Transferee, addressed to the Transferee at the address set forth above, in an amount equal to the outstanding amount of the Letter of Credit on the date of this notice, and otherwise on the same terms as the original Letter of Credit.

Accompanying this Notice of Transfer is the original Letter of Credit, which is being surrendered to you in trust for the benefit of said Transferee, until such time as you shall have issued a replacement Letter of Credit in accordance with the terms of the Letter of Credit and this Notice.

Sincerely,

**ALLIANCE PIPELINE L.P., by its managing
general partner,
Alliance Pipeline Inc.**

By: _____
Name:
Title: