

**FORM OF FIRM TRANSPORTATION AGREEMENT
TRANSPORTATION AGREEMENT
FOR FIRM TRANSPORTATION (FT-1) OF NATURAL GAS
VECTOR PIPELINE L.P.**

Firm Transportation Agreement No. _____

This TRANSPORTATION AGREEMENT FOR FIRM TRANSPORTATION OF NATURAL GAS ("**Firm Transportation Agreement**" or "**Agreement**") is made and entered into this ____ day of _____, _____, between:

VECTOR PIPELINE L.P., ("Transporter"),

and

_____, ("**Shipper**")

WITNESSETH: That in consideration of the mutual covenants contained herein the parties agree as follows:

Section 1. Service to be Rendered

Transporter shall perform and Shipper shall receive service in accordance with the provisions of Transporter's effective Rate Schedule FT-1 and the applicable General Terms and Conditions of Transporter's FERC Gas Tariff on file with the Federal Energy Regulatory Commission ("Commission") as the same may be amended or superseded in accordance with the Rules and Regulations of the Commission.

Section 2. Representations and Warranties

2.1 Representations and Warranties of Transporter: Transporter represents and warrants that: (i) it is duly organized and validly existing under the laws of the State of Delaware and has all requisite legal power and authority to execute this Agreement and carry out the terms, conditions and provisions thereof; (ii) this Agreement constitutes the valid, legal and binding obligation of Transporter, enforceable in accordance with the terms hereof; (iii) there are no actions, suits or proceedings pending or, to Transporter's knowledge, threatened against or affecting Transporter before any court of authorities that might materially adversely affect the ability of Transporter to meet and carry out its obligations under this Agreement; and (iv) the execution and delivery by Transporter of this Agreement has been duly authorized by all requisite partnership action.

- 2.2 Representations and Warranties of Shipper: Shipper represents and warrants that: (i) it is duly organized and validly existing under the laws of the State/Province of _____ and has all requisite legal power and authority to execute this Agreement and carry out the terms, conditions and provisions hereof; (ii) there are no actions, suits or proceedings pending, or to Shipper's knowledge, threatened against or affecting Shipper before any court or authorities that might materially adversely affect the ability of Shipper to meet and carry out its obligations under this Agreement; and (iii) the execution and delivery by Shipper of this Agreement has been duly authorized by all requisite corporate action.

Section 3. Term

- 3.1 This Agreement shall be effective from the date hereof (the "Effective Date"). Transporter's obligation to provide Transportation Services and Shipper's obligation to accept and pay for such services, shall commence on _____ for a term of _____, unless otherwise agreed to by mutual agreement of the parties.
- 3.2 Shippers paying Negotiated Rates may extend the term of this Agreement under terms acceptable to Transporter.

Section 4. Rates

- 4.1 [Shipper shall pay the Recourse Rates in accordance with Transporter's currently effective Rate Schedule FT-1.]

OR

[Shipper shall pay Negotiated Rates in accordance with Transporter's currently effective Rate Schedule FT-1.]

Section 5. Notices

Unless herein provided to the contrary, any notice called for in this Agreement shall be in writing and shall be considered as having been given if delivered by email or mail, with all postage or charges prepaid, to either Transporter or Shipper, at the location designated herein. Written communications shall be considered as duly delivered when received. Unless otherwise notified in writing, the addresses of the parties are as set forth herein.

Notices to Transporter under this Agreement shall be addressed to:

Vector Pipeline L.P.
c/o Vector Pipeline, LLC
38705 Seven Mile Road, Suite 490
Livonia, Michigan 48152
Attention: President

Or emailed to: vector@vector-pipeline.com

Notices to Shipper under this Agreement shall be addressed to:

Electronic funds transfer payments to Transporter shall be accompanied with the instructions "to credit the account of Vector Pipeline L.P." and shall be sent to the following bank and account number:

Vector Pipeline L.P.
c/o: _____

Remittance detail supporting electronic funds transfer payments to Transporter, and any notice, request or demand regarding statements, bills, or payments shall be addressed to:

Vector Pipeline L.P.
c/o Vector Pipeline, LLC
38705 Seven Mile Road, Suite 490
Livonia, Michigan 48152
Attention: President

Or emailed to: vector@vector-pipeline.com

Section 6. Superseded Agreements

This Agreement supersedes and cancels as of the effective date hereof the following agreements: _____, _____.

Section 7. Miscellaneous

- 7.1 This Agreement shall be interpreted according to the laws of the State of Michigan.
- 7.2 Performance of this Agreement shall be subject to all valid laws, orders, decisions, rules and regulations of duly constituted governmental authorities having jurisdiction or control of any matter related hereto. Should either of the parties, by force of any such law, order, decision, rule or regulation, at any time during the term of this Agreement be ordered or required to do any act inconsistent with the provisions hereof, then for the period during which the requirements of such law, order, decision, rule or regulation are applicable, this Agreement shall be deemed modified to conform with the requirement of such law, order, decision, rule or regulation; provided, however, nothing in this section 7.2 shall alter, modify or otherwise affect the respective rights of the parties to cancel or terminate this Agreement under the terms and conditions hereof.
- 7.3 A waiver by either party of any one or more defaults by the other hereunder shall not operate as a waiver of any future default or defaults, whether of a like or of a different character.
- 7.4 This Agreement may only be amended by an instrument in writing executed by both parties hereto.
- 7.5 Nothing in this Agreement shall be deemed to create any rights or obligations between the parties hereto after the expiration of the term set forth herein, except that termination of this Agreement shall not relieve either party of the obligation to correct any quantity imbalances or Shipper of the obligation to pay any amounts due hereunder to Transporter.

- 7.6 Exhibit A attached hereto is incorporated herein by reference and made a part hereof for all purposes.
- 7.7 The parties hereby agree, subject to the primary jurisdiction of the Commission, that any dispute arising out of or relating to this Agreement, or any breach thereof shall be submitted to final and binding arbitration in Detroit, Michigan, in accordance with the Rules of Commercial Arbitration of the American Arbitration Association (AAA) then in effect. The dispute shall be decided by a panel of three neutral arbitrators, qualified by education, training, and experience to hear the dispute, chosen as follows. The party initiating the arbitration proceeding shall name one arbitrator at the time it notifies the other party of its intention to arbitrate their dispute, and the responding party shall name an arbitrator within fifteen (15) days of receiving the above notification. Within twenty (20) days of the appointment of the second arbitrator, the two arbitrators shall select a third arbitrator to act as chairman of the tribunal. If either party fails to appoint an arbitrator within the allotted time or the two party-appointed, neutral arbitrators fail to appoint a third arbitrator as provided above, the AAA shall appoint the arbitrator(s). Any vacancies will be filled in accordance with the above procedure. The parties expressly agree to the consolidation of separate arbitral proceedings for the resolution in a single proceeding of all disputes that arise from the same factual situation, and the parties further expressly agree that any issue of arbitrability or the existence, validity, and scope of the agreement to arbitrate shall be decided by the arbitrators. The parties further agree that either party may apply to a court of competent jurisdiction, pending arbitration, for injunctive relief to preserve the status quo, to preserve assets, or to protect documents from loss or destruction, and such application will not be deemed inconsistent with or operate as a waiver of the party's right to arbitration. The arbitrators shall apply as the substantive law to the dispute the laws of the State of Michigan, as specified in section 7.1 of this Agreement.

Section 8. Negotiable Terms

Transporter and Shipper mutually agree to the following terms and conditions of service under this Agreement. Where blank spaces are not filled in, the parties have not reached an agreement on that matter and the referenced provision of the General Terms and Conditions (GT&C) applies.

Pursuant to GT&C section 27, the following rate discount(s) apply:

_____.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement in one or more counterparts, which counterparts shall constitute one integrated agreement, by their duly authorized officers effective as of the day first above written.

VECTOR PIPELINE L.P. by VECTOR PIPELINE, LLC as General Partner

Date: _____

By: _____

Title: _____

SHIPPER: _____

Date: _____

By: _____

Title: _____

Exhibit A
To
Firm Transportation Agreement No. _____
Under Rate Schedule FT-1 Between
Vector Pipeline L.P. and _____

Primary Term: _____
Contracted Capacity: _____ Dth/Day
Primary Receipt Points: _____
Primary Delivery Points: _____
Rate Election (Recourse or Negotiated): _____

**FORM OF INTERRUPTIBLE TRANSPORTATION AGREEMENT
AGREEMENT FOR INTERRUPTIBLE TRANSPORTATION OF NATURAL GAS
VECTOR PIPELINE L.P.**

Interruptible Transportation Agreement No. _____

This TRANSPORTATION AGREEMENT FOR INTERRUPTIBLE TRANSPORTATION OF NATURAL GAS ("**Interruptible Transportation Agreement**" or "**Agreement**") is made and entered into this ____ day of _____, _____, between:

VECTOR PIPELINE L.P., ("**Transporter**"),
and
_____, ("**Shipper**").

WITNESSETH: That in consideration of the mutual covenants contained herein the parties agree as follows:

Section 1. Service to be Rendered

Transporter shall perform and Shipper shall receive service in accordance with the provisions of Transporter's effective Rate Schedule IT-1 and the applicable General Terms and Conditions of Transporter's FERC Gas Tariff on file with the Federal Energy Regulatory Commission ("**Commission**") as the same may be amended or superseded in accordance with the Rules and Regulations of the Commission.

Section 2. Representations and Warranties

2.1 Representations and Warranties of Transporter: Transporter represents and warrants that: (i) it is duly organized and validly existing under the laws of the State of Delaware and has all requisite legal power and authority to execute this Agreement and carry out the terms, conditions and provisions thereof; (ii) this Agreement constitutes the valid, legal and binding obligation of Transporter, enforceable in accordance with the terms hereof; (iii) there are no actions, suits or proceedings pending or, to Transporter's knowledge, threatened against or affecting Transporter before any court of authorities that might materially adversely affect the ability of Transporter to meet and carry out its obligations under this Agreement; and (iv) the execution and delivery by Transporter of this Agreement has been duly authorized by all requisite partnership action.

- 2.2 Representations and Warranties of Shipper: Shipper represents and warrants that: (i) it is duly organized and validly existing under the laws of the State/Province of _____ and has all requisite legal power and authority to execute this Agreement and carry out the terms, conditions and provisions hereof; (ii) there are no actions, suits or proceedings pending, or to Shipper's knowledge, threatened against or affecting Shipper before any court or authorities that might materially adversely affect the ability of Shipper to meet and carry out its obligations under this Agreement; and (iii) the execution and delivery by Shipper of this Agreement has been duly authorized by all requisite corporate action.

Section 3. Term

The term of this Agreement shall commence as of _____ and shall continue in full force and effect until terminated by either party at any time upon ten (10) days prior written notice; provided, however, that neither termination nor notice thereof shall relieve either party of the obligation to perform pursuant to the terms of this Agreement as relates to any transaction commencing prior to termination. Pregranted abandonment shall apply upon termination of this agreement.

Section 4. Rates

Shipper shall pay the maximum rate in accordance with Transporter's currently effective Rate Schedule IT-1, unless Transporter and Shipper mutually agree upon a lower rate.

Section 5. Notices

Unless herein provided to the contrary, any notice called for in this Agreement shall be in writing and shall be considered as having been given if delivered by email or mail, with all postage or charges prepaid, to either Transporter or Shipper, at the location designated herein. Written communications shall be considered as duly delivered when received. Unless otherwise notified in writing, the addresses of the parties are as set forth herein.

Notices to Transporter under this Agreement shall be addressed to:

Vector Pipeline L.P.
c/o Vector Pipeline, LLC
38705 Seven Mile Road, Suite 490
Livonia, Michigan 48152
Attention: President

Or emailed to: vector@vector-pipeline.com

Notices to Shipper under this Agreement shall be addressed to:

Electronic funds transfer payments to Transporter shall be accompanied with the instructions "to credit the account of Vector Pipeline L.P." and shall be sent to the following bank and account number:

Vector Pipeline L.P.
c/o: _____

Remittance detail supporting electronic funds transfer payments to Transporter, and any notice, request or demand regarding statements, bills, or payments shall be addressed to:

Vector Pipeline L.P.
c/o Vector Pipeline, LLC
38705 Seven Mile Road, Suite 490
Livonia, Michigan 48152
Attention: President

Or emailed to: vector@vector-pipeline.com

Section 6. Superseded Agreements

This Agreement supersedes and cancels as of the effective date hereof the following agreements: _____, _____.

Section 7. Miscellaneous

- 7.1 This Agreement shall be interpreted according to the laws of the State of Michigan.
- 7.2 Performance of this Agreement shall be subject to all valid laws, orders, decisions, rules and regulations of duly constituted governmental authorities having jurisdiction or control of any matter related hereto. Should either of the parties, by force of any such law, order, decision, rule or regulation, at any time during the term of this Agreement be ordered or required to do any act inconsistent with the provisions hereof, then for the period during which the requirements of such law, order, decision, rule or regulation are applicable, this Agreement shall be deemed modified to conform with the requirement of such law, order, decision, rule or regulation; provided, however, nothing in this section 7.2 shall alter, modify or otherwise affect the respective rights of the parties to cancel or terminate this Agreement under the terms and conditions hereof.
- 7.3 A waiver by either party of any one or more defaults by the other hereunder shall not operate as a waiver of any future default or defaults, whether of a like or of a different character.
- 7.4 This Agreement may only be amended by an instrument in writing executed by both parties hereto.
- 7.5 Nothing in this Agreement shall be deemed to create any rights or obligations between the parties hereto after the expiration of the term set forth herein, except that termination of this Agreement shall not relieve either party of the obligation to correct any quantity imbalances or Shipper of the obligation to pay any amounts due hereunder to Transporter.
- 7.6 [Reserved]
- 7.7 The parties hereby agree, subject to the primary jurisdiction of the Commission, that any dispute arising out of or relating to this Agreement, or any breach thereof shall be submitted to final and binding arbitration in Detroit, Michigan, in accordance with the Rules of Commercial Arbitration of the American Arbitration Association (AAA) then in effect. The dispute shall be decided by a panel of three neutral arbitrators, qualified by education, training, and experience to hear the dispute, chosen as follows. The party initiating the arbitration proceeding shall name one

arbitrator at the time it notifies the other party of its intention to arbitrate their dispute, and the responding party shall name an arbitrator within fifteen (15) days of receiving the above notification. Within twenty (20) days of the appointment of the second arbitrator, the two arbitrators shall select a third arbitrator to act as chairman of the tribunal. If either party fails to appoint an arbitrator within the allotted time or the two party-appointed, neutral arbitrators fail to appoint a third arbitrator as provided above, the AAA shall appoint the arbitrator(s). Any vacancies shall be filled in accordance with the above procedure. The parties expressly agree to the consolidation of separate arbitral proceedings for the resolution in a single proceeding of all disputes that arise from the same factual situation, and the parties further expressly agree that any issue of arbitrability or the existence, validity, and scope of the agreement to arbitrate shall be decided by the arbitrators. The parties further agree that either party may apply to a court of competent jurisdiction, pending arbitration, for injunctive relief to preserve the status quo, to preserve assets, or to protect documents from loss or destruction, and such application will not be deemed inconsistent with or operate as a waiver of the party's right to arbitration. The arbitrators shall apply as the substantive law to the dispute the laws of the State of Michigan, as specified in section 7.1 of this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement in one or more counterparts, which counterparts shall constitute one integrated agreement, by their duly authorized officers effective as of the day first above written.

VECTOR PIPELINE L.P. by VECTOR PIPELINE, LLC as General Partner

Date: _____

By: _____

Title: _____

SHIPPER: _____

Date: _____

By: _____

Title: _____

Sheet No. 213 is reserved for future use.

**FORM OF PARK AND LOAN SERVICE AGREEMENT
AGREEMENT FOR PARK AND LOAN SERVICE
VECTOR PIPELINE L.P.**

Park and Loan Service Agreement No. _____

THIS AGREEMENT FOR AUTHORIZED PARK AND LOAN SERVICE of Natural Gas (hereafter "**PALS Agreement**" or "**Agreement**") is made and entered into as of this ____ day of _____, _____, by and between:

VECTOR PIPELINE L.P.("Transporter"),

and

_____ ("**Shipper**").

WITNESSETH: That in consideration of the mutual covenants herein the parties agree as follows:

Article I. Governmental Authority

- 1.1 This PALS Agreement is made pursuant to the regulations of the] Federal Energy Regulatory Commission (Commission) contained in 18 C.F.R. Part 284, as amended from time to time.
- 1.2 This Agreement is subject to all valid legislation with respect to the subject matters hereof, either state or federal, and to all valid present and future decisions, orders, rules, regulations and ordinances of all duly constituted governmental authorities having jurisdiction.

**Article II. Quantity of Gas
And Priority of Service**

- 2.1 Transporter shall park and/or loan, on an interruptible basis, quantities of Gas for or to Shipper beginning on the date specified in Article III, and continuing for the remaining term specified in Article III, in accordance with the provisions of Transporter's effective Rate Schedule PALS-1 and the applicable General Terms and Conditions of Transporter's FERC Gas Tariff.

- 2.2 The service under this Agreement shall be conditioned upon the availability of capacity sufficient to provide the service without detriment or disadvantage to those customers of Transporter that have a higher priority of service.
- 2.3 Prior to initiation of service, Shipper shall provide Transporter with any information required by the Commission, as well as all information identified in Transporter's General Terms and Conditions ("GT&C") applicable to Rate Schedule PALS-1.

Article III. Term of Agreement

- 3.1 This Agreement shall become effective as of _____, and shall continue in full force and effect until terminated by either party at any time upon ten (10) days prior written notice; provided, however, that neither termination nor notice thereof shall relieve either party of the obligation to perform pursuant to the terms of this Agreement as relates to any transaction commencing prior to termination.

Article IV. Points of Receipt and Delivery

- 4.1 The point(s) of receipt and delivery of Gas to Transporter is (are) as designated by the parties.
- 4.2 Shipper shall deliver or cause to be delivered to Transporter any Gas to be parked, or loaned Gas to be repaid hereunder at pressures sufficient to deliver such Gas into Transporter's system at the point(s) of receipt.

Article V. Rate(s), Rate Schedules and General Terms and Conditions of Service

- 5.1 Shipper shall pay Transporter each month for services rendered pursuant to this Agreement in accordance with Transporter's Rate Schedule PALS-1, or superseding rate schedule(s), on file with and subject to the jurisdiction of the Commission.
- 5.2 Unless otherwise mutually agreed to, Shipper shall pay Transporter for services nominated hereunder the maximum applicable rates and charges, as established under Rate Schedule PALS-1 and set forth on the Statement of Rates and Charges in Transporter's effective FERC Gas Tariff, including any applicable surcharges.
- 5.3 Transporter shall have the unilateral right from time to time to propose and file with the Commission such changes in the rates and charges applicable to Park and Loan Service pursuant to this Agreement, the Rate Schedule under which this service is hereunder provided, or any provisions of Transporter's GT&C

applicable to such services. Shipper shall have the right to protest any such changes proposed by Transporter and to exercise any other rights that Shipper may have with respect thereto.

Article VI. Miscellaneous

- 6.1 This Agreement shall be interpreted according to the laws of the State of Michigan.
- 6.2 Shipper agrees to indemnify and hold Transporter harmless for refusal to park or loan Gas hereunder in the event any interconnecting party fails to receive or deliver Gas as contemplated by this Agreement.
- 6.3 Unless herein provided to the contrary, any notice called for in this Agreement shall be in writing and shall be considered as having been given if delivered by email or mail, with all postage or charges prepaid, to either Transporter or Shipper at the location designated herein. Written communications shall be considered as duly delivered when received. Unless otherwise notified in writing, the addresses of the parties are as follows:

Transporter: Vector Pipeline L.P.
 c/o Vector Pipeline, LLC
 38705 Seven Mile Road, Suite 490
 Livonia, Michigan 48152
 Attention: President
 vector@vector-pipeline.com

Shipper: _____

- 6.4 Electronic funds transfer payments to Transporter shall be accompanied with the instructions “to credit the account of Vector Pipeline L.P.” and shall be sent to the following bank and account number:

Vector Pipeline L.P.
c/o: _____

Remittance detail supporting electronic funds transfer payments to Transporter, and any notice, request or demand regarding statements, bills, or payments shall be addressed to:

Vector Pipeline L.P.
c/o Vector Pipeline, LLC
38705 Seven Mile Road, Suite 490
Livonia, Michigan 48152
Attention: President

Or emailed to: vector@vector-pipeline.com

- 6.5 A waiver by either party of any one or more defaults by the other hereunder shall not operate as a waiver of any future default or defaults, whether of a like or of a different character.
- 6.6 This Agreement may only be amended by an instrument in writing executed by both parties hereto.
- 6.7 Nothing in this Agreement shall be deemed to create any rights or obligations between the parties hereto after the expiration of the term set forth herein, except that termination of this Agreement shall not relieve either party of the obligation

to correct any quantity imbalances or Shipper of the obligation to pay any amounts due hereunder to Transporter.

- 6.8 Performance of this Agreement shall be subject to all valid laws, orders, decisions, rules and regulations of duly constituted governmental authorities having jurisdiction or control of any matter related hereto. Should either of the parties, by force of any such law, order, decision, rule or regulation, at any time during the term of this Agreement be ordered or required to do any act inconsistent with the provisions hereof, then for the period during which the requirements of such law, order, decision, rule or regulation are applicable, this Agreement shall be deemed modified to conform with the requirement of such law, order, decision, rule or regulation; provided, however, nothing in this section 6.7 shall alter, modify or otherwise affect the respective rights of the parties to cancel or terminate this Agreement under the terms and conditions hereof.
- 6.9 The parties hereby agree, subject to the primary jurisdiction of the Commission, that any dispute arising out of or relating to this Agreement, or any breach thereof, shall be submitted to final and binding arbitration in Detroit, Michigan, in accordance with the Rules of Commercial Arbitration of the American Arbitration Association (AAA) then in effect. The dispute shall be decided by a panel of three neutral arbitrators, qualified by education, training, and experience to hear the dispute, chosen as follows. The party initiating the arbitration proceeding shall name one arbitrator at the time it notifies the other party of its intention to arbitrate their dispute, and the responding party shall name an arbitrator within fifteen (15) days of receiving the above notification. Within twenty (20) days of the appointment of the second arbitrator, the two arbitrators shall select a third arbitrator to act as chairman of the tribunal. If either party fails to appoint an arbitrator within the allotted time or the two party-appointed, neutral arbitrators fail to appoint a third arbitrator as provided above, the AAA shall appoint the arbitrator(s). Any vacancies will be filled in accordance with the above procedure. The parties expressly agree to the consolidation of separate arbitral proceedings for the resolution in a single proceeding of all disputes that arise from the same factual situation, and the parties further expressly agree that any issue of arbitrability or the existence, validity, and scope of the agreement to arbitrate shall be decided by the arbitrators.

The parties further agree that either party may apply to a court of competent jurisdiction, pending arbitration, for injunctive relief to preserve the status quo, to preserve assets, or to protect documents from loss or destruction, and such application will not be deemed inconsistent with or operate as a waiver of the party's right to arbitration. The arbitrators shall apply as the substantive law to the dispute the laws of the State of Michigan, as specified in section 6.1 of this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement in one or more counterparts, which counterparts shall constitute one integrated agreement, by their duly authorized officers effective as of the day first above written.

VECTOR PIPELINE L.P.
by Vector Pipeline, LLC as General
Partner

COMPANY:

(Transporter)

(Shipper)

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

**FORM OF TITLE TRANSFER SERVICE AGREEMENT
FOR TITLE TRANSFER SERVICE
UNDER RATE SCHEDULE TTS**

Title Transfer Service Agreement No. _____

THIS AGREEMENT FOR TITLE TRANSFER SERVICE ("**TTS Agreement**" or "**Agreement**") is made and entered into this ____ day of _____, _____, by and between:

VECTOR PIPELINE L.P. ("Transporter"),

and

_____ ("**Customer**").

WITNESSETH: That in consideration of the mutual covenants herein the parties agree as follows:

WHEREAS, from time to time, Customer, its customers and principals obtain rights for Transportation Service from Transporter under which these parties have the right to deliver natural gas into, move Gas through, or receive Gas from, various Transporter facilities, in accordance with service agreements that have been entered into in accordance with Transporter's FERC Gas Tariff (the "Subject Service Agreements"); and,

WHEREAS, Customer, on behalf of itself or its customers, arranges for various services in conjunction with the performance required or permitted by Transporter under the Subject Service Agreements; and,

WHEREAS, in the course of performing such services, Customer may identify and obtain sources and/or markets on behalf of other customers under the Subject Service Agreements, the identity of which Customer seeks to protect for commercial purposes; and,

WHEREAS, to that end, Transporter and Customer have agreed to procedures that will accommodate Customer's nomination of quantities of Gas at points of interconnection between Transporter and other parties for the limited purpose of title transfers among buyers and sellers of such quantities, which procedures do not entitle Customer to receive any transportation service under Transporter's FERC Gas Tariff separate from the entitlements under the Subject Service Agreements, nor do they entitle Customer to maintain physical imbalances on Transporter's system.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

Article I. Quantities

- 1.1 During the term of this TTS Agreement, Transporter will accept nominations for service from Customer in accordance with the procedures set forth in Article V, below. All receipt data provided by Customer to Transporter at each Eligible Point must be accompanied by a corresponding nomination for delivery at such Eligible Point; otherwise, Transporter shall be entitled to reject nomination data provided by Customer for any Eligible Point at which receipts do not equal deliveries. This equalization requirement shall apply to TTS hereunder every Day, regardless of any capacity constraint, operational flow order, curtailment requirement, or operating limitation that may be imposed on the Subject Service Agreements.
- 1.2 Transporter's obligation to accept nominations hereunder shall be limited to the contractual entitlements of Customer, or its customers -- as Customers under the Subject Service Agreements -- to receive service from Transporter as confirmed under this Agreement. The service under this Agreement shall be conditioned upon the availability of capacity sufficient to provide the service without detriment or disadvantage to those customers of Transporter that have a higher priority of service.
- 1.3 Nothing under this Agreement shall convey to Customer any right to Transportation by Transporter. The transportation of Gas nominated for TTS in accordance with this Agreement requires that the Customer, or its customers, obtain entitlement to service from Transporter under another service agreement, in accordance with all applicable provisions of Transporter's FERC Gas Tariff.

Article II. Term of Agreement

- 2.1 This TTS Agreement shall be effective as of the date first written above, and shall continue in effect for a term through and including _____ and from month to month thereafter, until either party terminates this TTS Agreement by giving ten (10) days prior written notice to the other. Transporter shall also have the unilateral right to terminate this Agreement within 24 hours in the event Transporter determines Customer has failed to comply with the terms of Rate Schedule TTS.

Article III. Rate

- 3.1 Customer shall pay Transporter, for each month in which TTS is provided, for services rendered pursuant to this Agreement in accordance with Transporter's Rate Schedule TTS, or superseding rate schedule(s), on file with and subject to the jurisdiction of FERC.

- 3.2 Unless otherwise mutually agreed to, Customer shall pay Transporter for services nominated hereunder the maximum applicable rates and charges, as established under Rate Schedule TTS and set forth on the Statement of Rates and Charges in Transporter's effective FERC Gas Tariff, including any applicable surcharges. Customer may also incur charges under the associated Subject Service Agreements.
- 3.3 Transporter shall have the right to propose, file and make effective with the FERC or any other body having jurisdiction, revisions to any applicable rate schedule, or to propose, file and make effective superseding rate schedules for the purpose of changing the rate, charges and other provisions thereof effective as to Customer. Said rate schedule or superseding rate schedule and any revisions thereof which shall be filed and made effective shall apply to and become a part of this TTS Agreement. The filing of such changes and revisions to any applicable rate schedule shall be without prejudice to the right of Customer to contest or oppose such filing and its effectiveness.

Article IV. Eligible Points

- 4.1 Nominations for physical transportation to/from each Eligible Point established hereunder must be performed under a valid Subject Service Agreement. Transporter's confirmation of TTS at Eligible Points shall be subject to Transporter's determination:
- (a) That sufficient capacity is available to accommodate the nominated service(s), consistent with scheduling priorities otherwise applicable to the affected Subject Service Agreement(s); and
 - (b) That Customer(s) have nominated corresponding services under effective Subject Service Agreement(s) with Transporter that include receipt point or delivery point entitlements as necessary to accommodate TTS nominated hereunder.
- 4.2 Transporter shall provide to Customer one meter identification for each site at which Customer elects to effect title transfers. This meter identification shall be used exclusively for nominations of receipts and deliveries on Transporter's system through the procedures established in this TTS Agreement. The sites identified by Customer for this purpose and the appropriate meter identifications appear in Exhibit A.

Article V. Procedures

- 5.1 Customer and Transporter shall perform TTS hereunder pursuant to the procedures set forth in Transporter's Rate Schedule TTS, as that Rate Schedule may be amended from time to time.

Article VI. Incorporation by Reference of Tariff Provisions

6.1 Transporter's effective FERC Gas Tariff, and any revisions thereof that may be made effective hereafter, together with the provisions of Rate Schedule TTS, are hereby made applicable to and a part hereof by reference.

Article VII. Miscellaneous

7.1 This Agreement shall be interpreted according to the laws of the State of Michigan.

7.2 No change, modification or alteration of this TTS Agreement shall be or become effective until executed in writing by the parties hereto.

7.3 Any notice, request or demand provided for in this TTS Agreement, or any notice that either party may desire to give the other, shall be in writing and sent to the following addresses. Such communication shall be considered as having been given if delivered by email or mail, with all postage or charges prepaid, to either Transporter or Customer, at the location designated herein. Written communications shall be considered as duly delivered when received. Unless otherwise notified in writing, the addresses of the parties are as set forth herein.

Transporter:

Vector Pipeline L.P.
c/o Vector Pipeline, LLC
38705 Seven Mile Road, Suite 490
Livonia, Michigan 48152
Attn: President
vector@vector-pipeline.com

Customer:

Attn: _____

7.4 Electronic funds transfer payments to Transporter shall be accompanied with the instructions "to credit the account of Vector Pipeline L.P." and shall be sent to the following bank and account number:

Vector Pipeline L.P.
c/o: _____

Remittance detail supporting electronic funds transfer payments to Transporter, and any notice, request or demand regarding statements, bills, or payments shall be addressed to:

Vector Pipeline L.P.
c/o Vector Pipeline, LLC
38705 Seven Mile Road, Suite 490
Livonia, Michigan 48152
Attention: President

Or emailed to: vector@vector-pipeline.com

- 7.5 Performance of this Agreement shall be subject to all valid laws, orders, decisions, rules and regulations duly constituted governmental authorities having jurisdiction or control of any matter related hereto. Should either of the parties, by force of any such law, order, decision, rule or regulation, at any time during the term of this Agreement be ordered or required to do any act inconsistent with the provisions hereof, then for the period during which the requirements of such law, order, decision, rule or regulation are applicable, this Agreement shall be deemed modified to conform with the requirement of such law, order, decision, rule or regulation; provided, however, nothing in this section 7.4 shall alter, modify or otherwise affect the respective rights of the parties to cancel or terminate this Agreement under the terms and conditions hereof.

- 7.6 A waiver by either party of any one or more defaults by the other hereunder shall not operate as a waiver of any future default or defaults, whether of a like or of a different character.
- 7.7 Each party to this TTS Agreement bears responsibility for all of its own breaches, tortious acts, or tortious omissions connected in any way with the TTS Agreement causing damages or injuries of any kind to the other party or to any third party, unless otherwise expressly agreed in writing between the parties. The offending party as a result of such offense shall hold harmless and indemnify the non-offending party against any claim, liability, loss or damage whatsoever suffered by the non-offending party or by any third party, including without limitation actual damages, litigation expenses, court costs, and attorneys' fees; and the phrase "tortious acts or tortious omissions" shall include without limitation sole or concurrent simple negligence, gross negligence, recklessness, and intentional acts or omissions. This TTS Agreement does not contemplate any third party beneficiaries.
- 7.8 Nothing in this Agreement shall be deemed to create any rights or obligations between the parties hereto after the expiration of the term set forth herein, except that termination of this Agreement shall not relieve either party of the obligation to correct any quantity imbalances or Shipper of the obligation.
- 7.9 Exhibit A attached hereto is incorporated herein by reference and made a part hereof for all purposes.
- 7.10 The parties hereby agree, subject to the primary jurisdiction of the Commission, that any dispute arising out of or relating to this Agreement, or any breach thereof shall be submitted to final and binding arbitration in Detroit, Michigan, in accordance with the Rules of Commercial Arbitration of the American Arbitration Association (AAA) then in effect. The dispute shall be decided by a panel of three neutral arbitrators, qualified by education, training, and experience to hear the dispute, chosen as follows. The party initiating the arbitration proceeding shall name one arbitrator at the time it notifies the other party of its intention to arbitrate their dispute, and the responding party shall name an arbitrator within fifteen (15) days of receiving the above notification. Within twenty (20) days of the appointment of the second arbitrator, the two arbitrators shall select a third arbitrator to act as chairman of the tribunal. If either party fails to appoint an arbitrator within the allotted time or the two party-appointed, neutral arbitrators fail to appoint a third arbitrator as provided above, the AAA shall appoint the arbitrator(s). Any vacancies will be filled in accordance with the above procedure. The parties expressly agree to the consolidation of separate arbitral proceedings for the resolution in a

single proceeding of all disputes that arise from the same factual situation, and the parties further expressly agree that any issue of arbitrability or the existence, validity, and scope of the agreement to arbitrate shall be decided by the arbitrators. The parties further agree that either party may apply to a court of competent jurisdiction, pending arbitration, for injunctive relief to preserve the status quo, to preserve assets, or to protect documents from loss or destruction, and such application will not be deemed inconsistent with or operate as a waiver of the party's right to arbitration. The arbitrators shall apply as the substantive law to the dispute the laws of the State of Michigan, as specified in section 7.1 of this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this TTS Agreement in one or more counterparts, which counterparts shall constitute one integrated agreement, by their duly authorized officers effective as of the day first above written.

**VECTOR PIPELINE L.P. by Vector
Pipeline, LLC as General
Partner**

(TRANSPORTER)

(CUSTOMER)

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A
FORM OF TITLE TRANSFER SERVICE AGREEMENT
UNDER RATE SCHEDULE TTS

Title Transfer Point

As identified on Vector's EBB

Meter Identification Number

As identified on Vector's EBB

**AGREEMENT FOR MANAGEMENT OF BALANCING AGREEMENT
VECTOR PIPELINE L.P.**

Management of Balancing Agreement No. _____

THIS AGREEMENT FOR MANAGEMENT OF BALANCING ("**Management of Balancing Agreement**" or "**Agreement**") is made and entered into this ____ day of _____, _____, by and between:

VECTOR PIPELINE L.P. ("**Transporter**"),

and

_____ ("**Balancing Provider**").

WITNESSETH: That in consideration of the mutual covenants herein the parties agree as follows:

Article I. Government Authority

- 1.1 This Management of Balancing Agreement is made pursuant to the regulations of the Federal Energy Regulatory Commission ("Commission") contained in 18 C.F.R. Part 284, as amended from time to time, and pursuant to Rate Schedule MBA and the applicable General Terms and Conditions of Transporter's FERC Gas Tariff.
- 1.2 This Agreement is subject to all valid legislation with respect to the subject matters hereof, either state or federal, and to all valid present and future decisions, orders, rules, regulations and ordinances of all duly constituted governmental authorities having jurisdiction.

Article II. Quantity of Gas and Priority of Service

- 2.1 Quantities of Gas and points to be diverted under Rate Schedule MBA will be as specified in Balancing Provider's schedule to be provided to Transporter.
- 2.2 The service under this Agreement shall be conditioned upon the availability of capacity sufficient to provide the service without detriment or disadvantage to those customers of Transporter that have a higher priority of service.
- 2.3 Prior to initiation of service, Balancing Provider shall provide Transporter with any information required by the FERC, as well as all information identified in Transporter's General Terms and Conditions ("GT&C") and as set forth in Rate Schedule MBA.

Article III. Term of Agreement

- 3.1 This Agreement shall be effective as of the date hereof and shall continue in full force and effect until _____, subject to cancellation by Transporter, at its discretion, in the event Balancing Provider does not utilize the MBA services in any twelve (12) consecutive months.
- 3.2 The rate for this service shall be applied to all quantities managed under this service.

Article IV. Balancing Points and Market Point

- 4.1 The Balancing Point(s) of receipt and delivery of Gas and the Market Point to be balanced by Transporter are as designated in Exhibit A, attached hereto.

Article V. Operating Procedure

- 5.1 Balancing Provider shall conform to the terms of Transporter's GT&C and Rate Schedule MBA.

Article VI. Rate(s), Rate Schedules and General Terms and Conditions of Service

- 6.1 Balancing Provider shall pay Transporter, each month for which the MBA service is provided, for services rendered pursuant to this Agreement in accordance with Transporter's Rate Schedule MBA, or superseding rate schedule(s), on file with and subject to the jurisdiction of FERC.
- 6.2 Unless otherwise mutually agreed to, Balancing Provider shall pay Transporter for services hereunder the maximum applicable rates and charges, as established under Rate Schedule MBA and set forth on the Statement of Rates and Charges in Transporter's effective FERC Gas Tariff, including any applicable surcharges.
- 6.3 Transporter shall have the unilateral right from time to time to propose and file with the Commission such changes in the rates and charges applicable to Management of Balancing Agreement service pursuant to this Agreement, the rate schedule(s) under which this service is hereunder provided, or any provisions of Transporter's GT&C applicable to such services. Balancing Provider shall have the right to protest any such changes proposed by Transporter and to exercise any other rights that Balancing Provider may have with respect thereto.

Article VII. Miscellaneous

- 7.1 This Agreement shall be interpreted according to the laws of the State of Michigan.

7.2 Unless herein provided to the contrary, any notice called for in this Agreement shall be in writing and shall be considered as having been given if delivered by email or mail, with all postage or charges prepaid, to either Transporter or Balancing Provider at the location designated herein. Routine communications shall be considered as duly delivered when received. Unless notified in writing, the addresses of the parties are as follows:

Transporter: Vector Pipeline L.P.
c/o Vector Pipeline, LLC
38705 Seven Mile Road, Suite 490
Livonia, Michigan 48152
Attn: President
vector@vector-pipeline.com

Balancing Provider: Company _____
Address _____
City, State, Zip _____
Attention: _____
Telephone: _____
Email: _____

7.3 Electronic funds transfer payments to Transporter shall be accompanied with the instructions “to credit the account of Vector Pipeline L.P.” and shall be sent to the following bank and account number:

Vector Pipeline L.P.
c/o: _____

Remittance detail supporting electronic funds transfer payments to Transporter, and any notice, request or demand regarding statements, bills, or payments shall be addressed to:

Vector Pipeline L.P.
c/o Vector Pipeline, LLC
38705 Seven Mile Road, Suite 490
Livonia, Michigan 48152
Attention: President

Or emailed to: vector@vector-pipeline.com

- 7.4 A waiver by either party of any one or more defaults by the other hereunder shall not operate as a waiver of any future default or defaults, whether of a like or of a different character.
- 7.5 This Agreement may only be amended by an instrument in writing executed by both parties hereto.
- 7.6 Nothing in this Agreement shall be deemed to create any rights or obligations between the parties hereto after the expiration of the term set forth herein, except that termination of this Agreement shall not relieve either party of the obligation to correct any quantity imbalances or Balancing Provider of the obligation to pay any amounts due hereunder to Transporter.
- 7.7 Exhibit A attached hereto is incorporated herein by reference and made a part hereof for all purposes.

- 7.8 Performance of this Agreement shall be subject to all valid laws, orders, decisions, rules and regulations of duly constituted governmental authorities having jurisdiction or control of any matter related hereto. Should either of the parties, by force of any such law, order, decision, rule or regulation, at any time during the term of this Agreement be ordered or required to do any act inconsistent with the provisions hereof, then for the period during which the requirements of such law, order, decision, rule or regulation are applicable, this Agreement shall be deemed modified to conform with the requirement of such law, order, decision, rule or regulations; provided, however, nothing in this section 7.7 shall alter, modify or otherwise affect the respective rights of the parties to cancel or terminate this Agreement under the terms and conditions hereof.
- 7.9 The parties hereby agree, subject to the primary jurisdiction of the Commission, that any dispute arising out of or relating to this Agreement, or any breach thereof shall be submitted to final and binding arbitration in Detroit, Michigan, in accordance with the Rules of Commercial Arbitration of the American Arbitration Association (AAA) then in effect. The dispute shall be decided by a panel of three neutral arbitrators, qualified by education, training, and experience to hear the dispute, chosen as follows. The party initiating the arbitration proceeding shall name one arbitrator at the time it notifies the other party of its intention to arbitrate their dispute, and the responding party shall name an arbitrator within fifteen (15) days of receiving the above notification. Within twenty (20) days of the appointment of the second arbitrator, the two arbitrators shall select a third arbitrator to act as chairman of the tribunal. If either party fails to appoint an arbitrator within the allotted time or the two party-appointed, neutral arbitrators fail to appoint a third arbitrator as provided above, the AAA shall appoint the arbitrator(s). Any vacancies will be filled in accordance with the above procedure. The parties expressly agree to the consolidation of separate arbitral proceedings for the resolution in a single proceeding of all disputes that arise from the same factual situation, and the parties further expressly agree that any issue of arbitrability or the existence, validity, and scope of the agreement to arbitrate shall be decided by the arbitrators. The parties further agree that either party may apply to a court of competent jurisdiction, pending arbitration, for injunctive relief to preserve the status quo, to preserve assets, or to protect documents from loss or destruction, and such application will not be deemed inconsistent with or operate as a waiver of the party's right to arbitration. The arbitrators shall apply as the substantive law to the dispute the laws of the State of Michigan, as specified in section 7.1 of this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement in one or more counterparts, which counterparts shall constitute one integrated agreement, by their duly authorized officers effective as of the day first above written.

VECTOR PIPELINE L.P. by Vector Pipeline, LLC as General Partner

(TRANSPORTER)

(BALANCING PROVIDER)

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A
FORM OF SERVICE AGREEMENT
MANAGEMENT OF BALANCING AGREEMENT
UNDER RATE SCHEDULE MBA

I. Contact Information

Balancing Customer

II. Balancing Point(s): _____

III. Market Point: _____

IV. Balancing Provider's Associated Transportation Agreement(s) _____

V. Term of the MBA Agreement _____

**FORM OF SERVICE AGREEMENT
FOR CAPACITY RELEASE TRANSACTIONS**

Capacity Release Transactions Agreement No. _____

THIS AGREEMENT FOR CAPACITY RELEASE TRANSACTIONS ("Service Agreement" or "Agreement") is made this _____ day of _____ between Vector Pipeline L.P., hereinafter referred to as "Transporter", and _____, hereinafter referred to as "Replacement Shipper".

WITNESSETH: That in consideration of the mutual covenants contained herein the parties agree as follows:

Article I. Purpose

- 1.1 The purpose of this Agreement is to set forth the terms and conditions for pre-qualification as a bidder and Replacement Shipper under the provisions of Transporter's capacity release program, as described in section 29 of the General Terms and Conditions of Transporter's FERC Gas Tariff, as it may be amended from time to time. Pre-qualification shall permit Replacement Shipper to become an eligible bidder for Released Capacity posted on QuickNom™. Pre-qualifications shall further permit an eligible bidder awarded capacity under the capacity release program to nominate and receive Firm Transportation service upon such award.

Article II. Confirmation Letter

- 2.1 Upon the award of capacity to Replacement Shipper under Transporter's capacity release program, Transporter shall provide Replacement Shipper a Confirmation Letter incorporating the terms of an accepted bid for capacity, not later than one (1) hour following notice to the Replacement Shipper by Transporter of the award of capacity. Replacement Shipper shall be permitted to nominate Transportation service on Transporter's system in accordance with Transporter's FERC Gas Tariff coextensive with the rights acquired from the Releasing Shipper.

Article III. Conditions of Service

- 3.1 Firm transportation service provided pursuant to an award of capacity under Transporter's capacity release program is subject to the terms and conditions of Transporter's FERC Gas Tariff,

including the General Terms and Conditions ("GT&C"), the applicable firm rate schedule and rates, and Firm Transportation Agreement. Transporter has the unilateral right to file revisions to these Firm Transportation documents at any time with FERC and to implement such changes pursuant to the regulations and orders of the appropriate regulatory authority, and Replacement Shipper has the right to protest such filings.

- 3.2 Replacement Shipper must comply with Transporter's creditworthiness and credit appraisal provisions in section 31 of the GT&C prior to being placed on Transporter's approved list of eligible bidders for Released Capacity. Failure to maintain compliance shall result in the removal of Replacement Shipper from the list of eligible bidders until such time as Replacement Shipper is in compliance with the requirements of these provisions. Further, service provided pursuant to an award of Released Capacity is subject to suspension under the terms of GT&C section 29, if Replacement Shipper fails to meet the requirements of section 29.

Article IV. Term

- 4.1 This Service Agreement is effective as of the date hereof, and shall continue in effect for a period of one Year, and Month to Month thereafter unless agreed otherwise by mutual agreement of the parties. This Service Agreement may be terminated by Transporter or Replacement Shipper any time upon ten (10) Days prior written notice. However, termination will not relieve either party of the obligation to perform the terms of this Service Agreement as to any transactions that were commenced prior to termination.

Article V. Notices

- 5.1 Unless herein provided to the contrary, any notice called for in this Agreement shall be in writing and shall be considered as having been given if delivered by email or mail, with all postage or charges prepaid, to either Transporter or Replacement Shipper at the location designated herein. Routine communications shall be considered as duly delivered when received. Unless notified in writing, the addresses of the parties are as follows:

Transporter:	Vector Pipeline L.P. c/o Vector Pipeline, LLC 38705 Seven Mile Road, Suite 490 Livonia, Michigan 48152 Attention: President vector@vector-pipeline.com
--------------	---

Replacement Shipper: Company _____
Address _____
City, State, Zip _____
Attention: _____
Telephone: _____
Email: _____

- 5.2 Nominations to schedule Transportation service hereunder shall be directed to Transporter's Gas Control Department through QuickNom™.
- 5.3 Electronic funds transfer payments to Transporter shall be accompanied with the instructions "to credit the account of Vector Pipeline L.P." and shall be sent to the following bank and account number:

Vector Pipeline L.P.
c/o _____

- 5.4 Remittance detail supporting electronic funds transfer payments to Transporter and any notice, request or demand regarding statements, bills or payments shall be addressed to:

Vector Pipeline L.P.
c/o Vector Pipeline, LLC
38705 Seven Mile Road, Suite 490
Livonia, Michigan 48152
Attention: President

Or emailed to: vector@vector-pipeline.com

Article VI. Miscellaneous

- 6.1 This Service Agreement in all respects is subject to the provisions of the applicable firm rate schedule, or superseding rate schedule(s), and applicable provisions of the GT&C including by reference in such firm rate schedule filed by Transporter with the Commission, all of which are by reference made a part hereof.
- 6.2 This Agreement shall be interpreted according to the laws of the State of Michigan.

- 6.3 Performance of this Agreement shall be subject to all valid laws, orders, decisions, rules and regulations of duly constituted governmental authorities having jurisdiction or control of any matter related hereto. Should either of the parties, by force of any such law, order, decision, rule or regulation, at any time during the term of this Agreement be ordered or required to do any act inconsistent with the provisions hereof, then for the period during which the requirements of such law, order, decision, rule or regulation are applicable, this Agreement shall be deemed modified to conform with the requirement of such law, order, decision, rule or regulation; provided, however, nothing in this section 6.3 shall alter, modify or otherwise affect the respective rights of the parties to cancel or terminate this Agreement under the terms and conditions hereof.
- 6.4 A waiver by either party of any one or more defaults by the other hereunder shall not operate as a waiver of any future default or defaults, whether of a like or of a different character.
- 6.5 This Agreement may only be amended by an instrument in writing executed by both parties hereto.
- 6.6 Nothing in this Agreement shall be deemed to create any rights or obligations between the parties hereto after the expiration of the term set forth herein, except that termination of this Agreement shall not relieve either party of the obligation to correct any quantity imbalances or Shipper of the obligation to pay any amounts due hereunder to Transporter.
- 6.7 The Confirmation Letter attached hereto is incorporated herein by reference and made a part hereof for all purposes.
- 6.8 The parties hereby agree, subject to the primary jurisdiction of the Commission, that any dispute arising out of or relating to this Agreement, or any breach thereof, shall be submitted to final and binding arbitration in Detroit, Michigan, in accordance with the Rules of Commercial Arbitration of the American Arbitration Association (AAA) then in effect. The dispute shall be decided by a panel of three neutral arbitrators, qualified by education, training, and experience to hear the dispute, chosen as follows. The party initiating the arbitration proceeding shall name one arbitrator at the time it notifies the other party of its intention to arbitrate their dispute, and the responding party shall name an arbitrator within fifteen (15) days of receiving the above notification. Within twenty (20) days of the appointment of the second arbitrator, the two arbitrators shall select a third arbitrator to act as chairman of the tribunal. If either party fails to appoint an arbitrator within the allotted time or the two party-appointed, neutral arbitrators fail to appoint a third arbitrator as provided above, the AAA shall appoint the

arbitrator(s). Any vacancies will be filled in accordance with the above procedure. The parties expressly agree to the consolidation of separate arbitral proceedings for the resolution in a single proceeding of all disputes that arise from the same factual situation, and the parties further expressly agree that any issue of arbitrability or the existence, validity, and scope of the agreement to arbitrate shall be decided by the arbitrators. The parties further agree that either party may apply to a court of competent jurisdiction, pending arbitration, for injunctive relief to preserve the status quo, to preserve assets, or to protect documents from loss or destruction, and such application will not be deemed inconsistent with or operate as a waiver of the party's right to arbitration. The arbitrators shall apply as the substantive law to the dispute the laws of the State of Michigan, as specified in section 6.2 of this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Service Agreement in one or more counterparts, which counterparts shall constitute one integrated agreement, by their duly authorized officers effective as of the day first above written.

**Vector Pipeline L.P. by Vector Pipeline, LLC
as General Partner**

By: _____
(Name)

Title: _____

Date: _____

(Replacement Shipper)

By: _____
(Name)

Title: _____

Date: _____

**FORM OF SERVICE AGREEMENT
APPLICABLE TO CAPACITY RELEASE TRANSACTIONS
CONFIRMATION LETTER**

1. Replacement Shipper's Name: _____
2. a. Capacity Release Transactions Agreement No.: _____
b. Underlying Rate Schedule No.: _____
3. Replacement Shipper's Firm Transportation Agreement No.: _____
Temporary Assignment of Canadian portion Agreement No.: _____
4. Releasing Shipper's Firm Transportation Agreement No.: _____
5. Commencement Date: _____ Termination Date: _____
6. Reservation Quantity: _____ Dth/d
7. Receipt Point(s):
Primary: Yes ___ No ___

Maximum Daily
Reservation Quantity
Dth

8. Delivery Point(s):
Primary: Yes ___ No ___

Maximum Daily
Reservation Quantity
Dth

9. Reservation Rate (as Applicable) \$ _____/Dth
(\$0. _____ per Dth on a 100% load
factor basis), exclusive of ACA and
fuel reimbursement.
10. Rate Default (Index-Based Only) _____
11. Usage Rate (as Applicable) \$ _____/Dth
12. Special Terms and Conditions of Release (including all terms related to Index-Based
Capacity Releases):

REQUEST FOR SERVICE

SHIPPER INFORMATION

1. Shipper's Name: _____
(legal name of signatory party)

State of Incorporation: _____
(if applicable)

(Or) Other Legal Description: _____
(e.g., partnership)

D-U-N-S™ No. : _____

2. Shipper is: (check one)

<input type="checkbox"/> LDC/Distributor	<input type="checkbox"/> Interstate Pipeline
<input type="checkbox"/> Producer	<input type="checkbox"/> Intrastate Pipeline
<input type="checkbox"/> End User	<input type="checkbox"/> Marketer
<input type="checkbox"/> Other: _____	

Is Shipper affiliated with Vector Pipeline L.P.?

Yes No

If yes, list type and extent of affiliation.

3. Shipper Contacts

	Notices	Invoicing	Scheduling & Nominations
Name:	_____	_____	_____
Title:	_____	_____	_____
Address:	_____	_____	_____
Address:	_____	_____	_____
City, State, Zip Code	_____	_____	_____
	_____	_____	_____
Telephone:	_____	_____	_____
Fax:	_____	_____	_____
E-mail:	_____	_____	_____
24-Hour Contact:	_____		Telephone:_____

SERVICE INFORMATION

4. Request is for:

_____ New Service

_____ Amended Service Under Agreement No. _____

5. Service Type:

- Firm Service - Rate Schedule: FT-1 FT-L FT-H
- Interruptible Service (Rate Schedule IT-1)
- Park and Loan Service (Rate Schedule PALS-1)
- Management of Balancing Agreement Service (Rate Schedule MBA)
- Title Transfer Service (Rate Schedule TTS)
- Capacity Release Transactions Agreement

6. Rate Offered:

- Reservation Rate [Monthly Rate or 100% Load Factor Rate]
(Check Applicable Rate Structure Offered)
- Usage Rate

7. Term:

Commencement Date: Termination Date:

8. Requested Quantities:

Requested Daily Quantity (Dth per Day):

Hourly Delivery Period Hours (FT-H only - 4 to 20)

Maximum Hourly Delivery Quantity Dth per Hour (FT-H only)

RECEIPT/DELIVERY POINTS

9.	Receipt Point(s):	Maximum Daily Quantity (Dth per Day)
	_____	_____
	_____	_____
	_____	_____

10.	Delivery Point(s):	Maximum Daily Quantity (Dth per Day)
	_____	_____
	_____	_____
	_____	_____

11. Send completed requests to:

Vector Pipeline L.P.
c/o Vector Pipeline, LLC
38705 Seven Mile Road, Suite 490
Livonia, Michigan 48152
Fax: (734) 462-0231
Email: vector@vector-pipeline.com

SHIPPER AUTHORIZATIONS

Shipper hereby agrees to abide by the terms of Transporter's FERC Gas Tariff. Shipper further agrees that Transporter may make an inquiry into Shipper's creditworthiness and obtain adequate assurance of Shipper's solvency and ability to fulfill its payment obligations. Shipper agrees to supply Transporter with credit information as described in Section 31 of Transporter's General Terms and Conditions.

Check applicable box:

_____ Shipper or _____ Agent's Authorized Signature [if Agent, attach executed agreement required by GT&C Section 30.1(g)]

Name: _____

Title: _____

Date: _____

Sheet No. 238 is reserved for future use.

**OPERATIONAL BALANCING AGREEMENT
BETWEEN
VECTOR PIPELINE L.P.
AND**

THIS OPERATIONAL BALANCING AGREEMENT ("OBA" or "Agreement") made and entered into by and between Vector Pipeline L.P. ("Transporter"), a Delaware Limited Partnership with offices at 38705 Seven Mile Road, Suite 490, Livonia, Michigan 48152, and _____ ("_____"), a _____ with offices at _____, (collectively the "Parties" or individually as "Party"), this ____ day of _____, _____.

WITNESSETH: That in consideration of the mutual covenants contained herein the parties agree as follows:

WHEREAS, the facilities operated or to be operated by Transporter and _____ at a location(s) specified in the Exhibit 1 attached hereto and incorporated herein by this reference (hereinafter referred to as "Location," whether one or more); and

WHEREAS, Transporter and/or _____ (at times hereinafter referred to as the "Parties" or individually as a "Party") have entered into one or more agreements with third party Service Requesters (hereinafter referred to as "Service Requester(s)") for the transportation of Gas to or from the Location on their respective systems (said agreements hereinafter referred to as "Service Requester Agreements"); and

WHEREAS, from time to time, the quantities of Gas confirmed and scheduled by the Parties to be delivered to or received from the Location (said quantities hereinafter referred to as the "Scheduled Quantities") may be greater or lesser than the quantities of Gas which are actually delivered at the Location, resulting in over-or under-deliveries relative to Scheduled Quantities; and

WHEREAS, the Parties desire to implement an operational balancing agreement in order to facilitate more efficient operations, accounting, and systems management at the Location and on the Parties' respective systems.

[Additional WHEREAS clauses as necessary]

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the Parties agree as follows:

1. Prior to the date and time of flow at each Location, the Parties shall confirm and schedule nominations which shall be delivered or received at each Location. Such _____¹ between the Parties shall be made _____,² unless otherwise mutually agreed to by the Parties.
2. The Parties intend that the quantity of Gas actually delivered and received each Day at each Location will equal the Scheduled Quantities for that location. Each Party will allocate quantities which have been delivered and received at each Location among the Service Requester Agreements on its system pursuant to the Scheduled Quantities at such locations. Any imbalance created, when the actual physical flow is different than the Scheduled Quantities, will be the "Operational Imbalance," which will be the responsibility of the Parties to eliminate pursuant to this Agreement. [Parties may establish a maximum Operational Imbalance and procedures for immediate or accelerated resolution if such maximum is reached.]
3. Estimated operating quantities flowing at each Location shall be used _____³ during any current period to determine the estimated Operational Imbalance at such Location, with physical flow adjustments to be made during that current period as mutually agreed to by both Parties to attempt to maintain or achieve an Operational Imbalance of zero at such point; provided, however, _____⁴.
4. a. The actual measured quantity of Gas at the Location each month shall be determined and communicated by the measuring party ("Measuring Party") by fax, electronic interface system or in writing to the other Party in accordance with NAESB Standard 2.3.7. The actual measured quantity shall be determined pursuant to the applicable provisions of the Measuring Party's Tariff or applicable measurement procedures. Operational Imbalances shall be calculated initially by measuring Party and shall agree to _____⁵ by the Parties prior to the _____ Day of such period.
b. Operational Imbalances shall be resolved as follows: _____⁶.
5. In the event that a capacity constraint occurs in either Party's system which results in curtailment of quantities through a Location, _____⁷.
6. This Agreement is entered into in order to facilitate operations and accounting between the Parties, and shall have no effect upon the Service Requester Agreements or upon the effectiveness of any Party's Gas Tariff or General Terms and Conditions.⁸
7. [Establish a procedure by which locations are added to or deleted from this Agreement or Exhibit 1.]

8. Notwithstanding the termination of this Agreement, the Parties agree to reconcile and eliminate any remaining Operational Imbalance pursuant to the terms and conditions of this Agreement within _____ of termination of this Agreement or such other period of time which is mutually agreed to by the Parties.
9. This Agreement and the terms and conditions herein are subject to all present and future valid laws, orders, rules and regulations of duly constituted authorities having jurisdiction.
10. In the event a conflict exists or arises between this Agreement and Transporter's Gas Tariff or General Terms and Conditions, as amended from time to time, it is agreed and understood that the latter shall control.
11. This Agreement is for accounting and system management purposes only, and is entered into by the Parties with the understanding that the balancing activities provided for hereunder will not subject any non-jurisdictional entity to regulation by the Federal Energy Regulatory Commission as a "natural gas company" under the provisions of the Natural Gas Act. If, at any time, it should be determined that such balancing activities do result in such regulation, then this Agreement shall immediately terminate, and any remaining Operational Imbalance shall be resolved by the Parties within _____ after termination of this Agreement.
12. Any entity which shall succeed by purchase, merger or consolidation to the properties, substantially as an entity, of either Party, shall be subject to the obligations of its predecessor to this Agreement. No other assignment of this Agreement or of any of the rights or obligations hereunder shall be made.
13. AS TO ALL MATTERS OF CONSTRUCTION AND INTERPRETATION, THIS AGREEMENT SHALL BE INTERPRETED IN ACCORDANCE WITH THE LAWS OF STATE OF MICHIGAN.
14. Any notice, request, or statement provided pursuant to this Agreement shall be in writing and shall be considered as having been given if delivered by email or mail, with all postage or charges prepaid, to the other Party, when sent to the following:

Vector Pipeline L.P.
c/o Vector Pipeline, LLC
38705 Seven Mile Road, Suite 490
Livonia, Michigan 48152
Attention: President
vector@vector-pipeline.com

or

Changes to the above addresses shall be effectuated by a Party notifying the other Party in writing of the modification.

- 15. A waiver by either Party of any one or more defaults by the other Party hereunder shall not operate as a waiver of any future default or defaults, whether of like or different character.
- 16. [Additional provisions as necessary.]⁹
- 17. The Effective Date of this Agreement shall be _____, _____.
- 18. The term of this Agreement shall be from the Effective Date until _____ and month to month thereafter unless terminated upon ten (10) days prior written notice.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement in one or more counterparts, which counterparts shall constitute one integrated agreement, by their duly authorized officers effective as of the day first above written.

VECTOR PIPELINE L.P. by Vector Pipeline, LLC as General Partner

Company Name:

By:

By:

Title:

Title:

Date:

Date:

EXHIBIT 1

To the Operational Balancing Agreement
Between
VECTOR PIPELINE L.P.
and

Dated _____

LOCATION(S)

PARTY NAME D-U-N-S™ NUMBER PROPRIETARY GAS TRANSACTION DRN NO.
DESCRIPTION POINT CODE

[Add any instructions or further provisions, if necessary.]

(A registered trademark of Dun & Bradstreet Corporation)

OPERATIONAL BALANCING AGREEMENT

INSTRUCTION SHEET

1. For paragraph 1, the first insert: Possible inserts include but are not limited to, for example: "reconciliation and confirmation," "discussion," or "verification."
2. For paragraph 1, the second insert: Possible inserts include but are not limited to, for example "verbally," "verbally with subsequent confirmation in writing," "in writing" or "electronically."
3. For paragraph 3, the first insert: Possible inserts include but are not limited to, for example: "on a daily basis" or it may be left blank.
4. For paragraph 3, the second insert: Possible inserts include but are not limited to, for example: whatever the parties agree upon for rescheduling during the period.
5. For paragraph 4a, the insert: Possible inserts include but are not limited to, for example "verbally," "verbally with subsequent confirmation in writing," "in writing" or "electronically."
6. For paragraph 4b, the first insert: Possible inserts include but are not limited to, for example: procedures for in-kind balancing, procedures for cash out, procedures for a combination of the two, some other mutually agreed procedure, or as provided by regulatory or contractual provisions.
7. For paragraph 5, the insert: Possible inserts include but are not limited to, for example "the Party on whose system the constraint has occurred shall determine the confirmation of quantities to the Service Requester(s) under the affected Service Requester Agreements. Such change in Scheduled Quantities shall be confirmed _____ [see Instruction 2] as required by Paragraph 1 above. If the constraint occurs at the Location, the operator of the Location shall determine the confirmation of quantities to the Service Requester(s) under the affected Service Requester Agreements, unless otherwise mutually agreed."
8. For paragraph 6, this paragraph may be deleted if the Agreement is contained within the Party's Gas Tariff or General Terms and Conditions.

9. For paragraph 16, optional merger language may be added such as: "This Agreement and the Exhibit(s) constitute the complete agreement of the parties relating to the matters specified in this Agreement and supersede all prior representations or agreements, whether oral or written, with respect to such matters."
10. For Exhibit 1, the column entitled "Party Name" should include entries for each interconnected party, for example: "party 1" and "party 2."

Sheet Nos. 246 through 257 are reserved for future use.

VECTOR PIPELINE SYSTEM QUICKNOM™ ACCESS AGREEMENT

This Agreement is executed this _____ day of _____, by and between _____, ("Subscriber"), and Vector Pipeline L.P. on its behalf and as agent for Vector Pipeline Limited Partnership (collectively referred to herein as "Transporter").

WITNESSETH:

WHEREAS, the Vector Pipeline System is a natural gas pipeline system that provides service between Chicago, Illinois and Dawn, Ontario;

WHEREAS, that portion of the Vector Pipeline System situated in the United States is owned and operated by Vector Pipeline L.P. and regulated by the Federal Energy Regulatory Commission;

WHEREAS, that portion of the Vector Pipeline System situated in Canada is owned and operated by Vector Pipeline Limited Partnership and regulated by the Canada Energy Regulator;

WHEREAS, Vector Pipeline L.P. and Vector Pipeline Limited Partnership use a common Web site, QuickNom™, for the purposes of conducting business associated with the Vector Pipeline System;

WHEREAS, Vector Pipeline L.P., acting on its behalf and as agent for Vector Pipeline Limited Partnership, shall administer subscriber QuickNom™ access;

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained in this Agreement and subject to all of the terms, provisions and conditions set forth therein, Subscriber and Transporter agree as follows:

Section 1. Scope of Agreement

- 1.1 Transporter shall make available to Subscriber the ability to conduct certain transactions and access certain data on QuickNom™. Subscriber may use QuickNom™ to conduct such transactions ("Secured Transactions") and to view such other information as Vector may from time to time make available to Subscriber through QuickNom™.

Section 2. Terms and Conditions

- 2.1 Subscriber's use of QuickNom™ shall be in accordance with and subject to the terms and conditions of this Agreement, any existing service agreements between Transporter and Subscriber, and all the terms and conditions of any applicable tariff to any transaction performed by Subscriber. In the event of any conflict between the above, the applicable tariff shall take precedence over any existing service agreements, which shall take precedence over this Agreement.
- 2.2 Authorized Use and Confidentiality of Secured Transactions
 - 2.2.1 Use of QuickNom™ USERIDs and passwords by Subscriber is limited to only those person(s) who have been authorized by the Subscriber to conduct Secured Transactions ("Authorized Personnel") as indicated in the attached Schedule A to this Agreement. Transporter shall provide each Authorized Personnel with an individualized user identification code ("USERID") and password(s).
 - 2.2.2 Subscriber shall designate a contact ("Subscriber Contact") who shall inform Transporter on an as needed basis which Authorized Personnel of Subscriber shall have access to QuickNom™.
 - 2.2.3 Subscriber shall not disclose to persons other than Authorized Personnel, and Subscriber and Transporter shall keep completely confidential, all USERIDs and passwords issued to Subscriber by Transporter. In addition, each Authorized Personnel shall not disclose to any other person, and shall keep completely confidential, the individualized USERID and password issued to such Authorized Personnel.
 - 2.2.4 Subscriber is solely responsible for all usage or activity of its registered USERID and password(s). Any fraudulent, abusive, or otherwise illegal activity may be grounds for termination of Subscriber's account, at Transporter's sole discretion, and Subscriber may be referred to appropriate law enforcement agencies.
 - 2.2.5 Subscriber Contact shall immediately inform Transporter verbally, to be confirmed in writing, or in writing whenever it desires to terminate or limit access to QuickNom™ that has been previously granted to any Authorized Personnel.
 - 2.2.6 Subscriber shall be solely responsible for any and all unauthorized or otherwise improper use of USERIDs and passwords by Authorized Personnel who at any point are no longer employed or controlled by Subscriber. Transporter reserves the right to invalidate any password or USERID. Transporter will provide prompt notice and inform the Subscriber as to the reason for the invalidation. This subsection does not apply after notice has been given under sections 2.2.5 or 2.2.7.

- 2.2.7 Subscriber may at any time request termination of specific USERIDs and passwords through Subscriber Contact and Transporter shall effect such termination as soon as possible.
- 2.2.8 Transporter shall at all times use due diligence to protect the confidentiality of Subscriber's use of and information contained in Secured Transactions on QuickNom™.
- 2.3 Other Terms and Conditions
- 2.3.1 Transporter may change, suspend or discontinue any aspect of QuickNom™ at any time, including the availability of any feature, database, or content. Transporter may also impose limits on certain features and services or restrict Subscriber access to parts or all of QuickNom™ without notice or liability. Transporter shall provide prompt notice to Subscriber of any change, suspension or discontinuance.
- 2.3.2 Transporter may, in its sole discretion, terminate or suspend Subscriber's access to all or part of QuickNom™ for any reason, including, without limitation, breach of the Subscriber Agreement, or assignment of the Subscriber Agreement by Subscriber without the express written consent of Transporter. Transporter shall provide prompt notice to Subscriber of any termination or suspension.
- 2.3.3 Neither party shall be liable for any failure to perform its obligations in connection with this Agreement, where such failure results from any act of God or other cause beyond such party's reasonable control (including, without limitation, any mechanical, electronic or communications failure) which prevents such party from transmitting or receiving any information and which, by the exercise of due diligence, such party is unable to prevent or overcome.
- 2.3.4 Unless otherwise specifically provided in this Agreement, Transporter shall not be liable to Subscriber nor to any third party for:
- [A] any direct, indirect, incidental, special, punitive or consequential losses or damages, including loss of profits, loss of earnings and loss of business opportunities resulting from Subscriber's use of QuickNom™; and
- [B] any losses, claims, damages, expenses, liabilities or costs (including legal fees) resulting from any claim that Subscriber's use of QuickNom™ infringes the copyright, patent, trademark, trade secret, confidentiality, privacy, or other industrial or intellectual property rights or contractual rights of any third party.

These limits apply to any act or omission of Transporter, its employees or agents, whether or not such acts or omissions would otherwise be a cause of action in contract, tort or any other doctrine of law, except where such acts or omissions constitute willful misconduct.

- 2.3.5 Each party, at its own expense, shall provide and maintain the equipment, software, services and testing necessary to effectively and reliably transmit and receive information, including use of a fax as a backup system of communication.
- 2.3.6 To the extent permitted by law, the Parties agree that valid and enforceable obligations may be created through the Secured Transactions and on QuickNom™. The Parties expressly waive any rights to object to the validity of a transaction solely on the grounds that communication between the Parties occurred solely by electronic means.
- 2.3.7 Without regard to the absence of any writings or traditional signatures, the Parties agree that, to the extent permitted by law, the records of Secured Transactions shall be admissible and may be used as evidence of the information contained therein.

Section 3. Term

- 3.1 This Agreement shall be in full force and effect from the date of execution and shall continue until terminated by Subscriber immediately on notice, or by Transporter on at least thirty (30) days notice. Subscriber agrees that Vector shall have the unilateral right to file with appropriate regulatory authorities and to make changes effective in:
 - 3.1.1 the tolls/rates and charges (if any) applicable to Secured Transactions conducted pursuant to this Agreement; or
 - 3.1.2 any provision of the applicable CER or FERC Tariff and toll/rate schedules applicable to this Agreement.

Section 4. Addresses

- 4.1 Except as otherwise provided for in this Agreement or in Transporter's CER or FERC Tariff or in a specific service agreement, any notice, request, demand, statement, bill or payment provided for in this Agreement or any notice that either party may desire to give to the other, shall be in writing and shall be considered as duly delivered when received by mail or email to the address of the parties to this agreement as follows:

Vector Pipeline L.P.
c/o Vector Pipeline, LLC
38705 Seven Mile Road, Suite 490
Livonia, MI 48152
Attn: Office Manager
Phone: (734) 462-0232
vector@vector-pipeline.com

Subscriber:

or to the address provided on the attached Schedule A, or such other address as either party shall designate by written notice to the other. Transporter may, unless such notice is confidential, also provide any such notice, request, demand, statement, or bill upon QuickNom™, which may be confirmed by fax at Transporter's discretion.

Section 5. Interpretation

- 5.1 This Agreement has been made in and shall be construed and enforced in accordance with the laws of the State of Michigan without regard to the conflict of laws provisions therein. Any action to enforce this agreement shall be brought in the federal or state courts, as applicable, located in Michigan.
- 5.2 This Agreement and the obligations of the parties are subject to all present and future valid laws with respect to the subject matter, and to all valid present and future orders, rules and regulations of duly constituted authorities having jurisdiction.

Section 6. Miscellaneous

- 6.1 QuickNom™, as well as Transporter's charges applicable thereto and the form of agreement for use thereof are subject to FERC and CER jurisdiction where applicable. Subscriber expressly understands and agrees:
 - 6.1.1 that this Agreement and Subscriber's use of QuickNom™ are subject to the orders, tariffs and agreement authorized or issued by the FERC or CER as the case may be; and
 - 6.1.2 that this Agreement may be revised by Transporter to conform to any such orders, tariffs or agreement. When such revision is made, Transporter shall promptly post notice of the revision on QuickNom™ and the revision shall become binding on Subscriber.

- 6.2 Transporter may monitor Subscriber's use of QuickNom™ and use or disclose any information gathered as part of Transporter's evaluation of QuickNom™ and Secured Transactions to satisfy any law, regulation or other government request, and to operate QuickNom™ properly and efficiently. Transporter may, in its sole discretion, develop and use consumer research based on Subscriber's use of QuickNom™ and the Secured Transactions, but shall keep Subscriber-specific information confidential. All marketing information shall be subject, in all cases, to compliance with the applicable laws and regulations, as the same may be amended from time to time.
- 6.3 Transporter reserves the right at any time to charge fees for access to portions of QuickNom™. In the event that Transporter so elects, it shall post notice on QuickNom™ prior to the imposition of such fee. Subscriber shall pay all fees and charges incurred through Subscriber's account at the tolls/rates in effect for the billing period in which such fees and charges are incurred, including, but not limited to, charges for any products or services offered for sale on QuickNom™ or by any other vendor or service provider. All fees and charges shall be billed to and paid for by Subscriber. Subscriber shall pay all applicable taxes relating to use of QuickNom™ through Subscriber's account. Subscriber's right to use QuickNom™ is subject to any limits established by Transporter in its sole discretion.
- 6.4 QuickNom™ may contain links to sites on the Internet which are owned and operated by third parties (the "External Sites"). Subscribers acknowledge that Transporter is not responsible for the availability of, or the content located on or through, any External Site. Subscriber should contact the site administrator or Webmaster for those External Sites if Subscriber has any concerns regarding such links or the content located on such External Sites.
- 6.5 Subscriber agrees to indemnify, defend and hold Transporter and its affiliates, and their respective officers, directors, owners, agents, information providers and licensors (collectively, the "Transporter Parties") harmless from and against any and all claims, liability, losses, costs and expenses (including attorneys' fees) incurred by any Transporter Party in connection with any use of QuickNom™ under Subscriber's password by any person, whether or not authorized by it, except where Transporter has had notification under sections 2.2.5 or 2.2.7. Transporter reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by Subscriber, and in such case, Subscriber agrees to cooperate with Transporter's defense of such claim.
- 6.6 Subscriber agrees that it shall not use QuickNom™ to, directly or indirectly, disrupt Transporter's network or network services or to attempt to breach any firewall or other security provisions of QuickNom™.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement in one or more counterparts, which counterparts shall constitute one integrated agreement, by their duly authorized officers effective as of the day first above written.

VECTOR PIPELINE L.P.
by its General Partner, VECTOR PIPELINE, LLC
On its behalf and as authorized agent for
Vector Pipeline Limited Partnership

By: _____

Title: _____

Subscriber: _____

By: _____

Title: _____

**VECTOR PIPELINE SYSTEM
QUICKNOM™ ACCESS AGREEMENT
SCHEDULE A**

COMPANY INFORMATION

Company Name ("Shipper"): _____

Company Mailing Address: _____

Company Phone Number: _____

Company Fax Number: _____

AUTHORIZED SIGNATURE

Name: _____

Title: _____

Signature: _____

Date: _____

AUTHORIZED PERSONNEL

#1 "Subscriber Contact"

(i.e., primary contact individual)

Name:

Address:

Phone Number:

Fax Number:

Email Address:

Relationship to Subscriber:

(i.e., employee, agent, etc.)

#2

Name:

Address:

Phone Number:

Fax Number:

Email Address:

Relationship to Subscriber:

(i.e., employee, agent, etc.)

#3

Name:

Address:

Phone Number:

Fax Number:

Email Address:

Relationship to Subscriber:
(*i.e.*, employee, agent, *etc.*)

#4

Name:

Address:

Phone Number:

Fax Number:

Email Address:

Relationship to Subscriber:
(*i.e.*, employee, agent, *etc.*)

#5

Name:

Address:

Phone Number:

Fax Number:

Email Address:

Relationship to Subscriber:
(*i.e.*, employee, agent, *etc.*)

#6

Name:

Address:

Phone Number:

Fax Number:

Email Address:

Relationship to Subscriber:
(*i.e.*, employee, agent, *etc.*)

**FORM OF FIRM TRANSPORTATION AGREEMENT
TRANSPORTATION AGREEMENT FOR
LIMITED FIRM TRANSPORTATION (FT-L) OF NATURAL GAS
VECTOR PIPELINE L.P.**

Firm Transportation Agreement No. _____

This TRANSPORTATION AGREEMENT FOR LIMITED FIRM TRANSPORTATION OF NATURAL GAS ("**Limited Firm Transportation Agreement**" or "**Agreement**") is made and entered into this ____ day of _____, _____, between:

VECTOR PIPELINE L.P., ("**Transporter**"),

and

_____, ("**Shipper**")

WITNESSETH: That in consideration of the mutual covenants contained herein the parties agree as follows:

Section 1. Service to be Rendered

Transporter shall perform and Shipper shall receive service in accordance with the provisions of Transporter's effective Rate Schedule FT-L and the applicable General Terms and Conditions of Transporter's FERC Gas Tariff on file with the Federal Energy Regulatory Commission ("Commission") as the same may be amended or superseded in accordance with the Rules and Regulations of the Commission.

Section 2. Representations and Warranties

2.1 Representations and Warranties of Transporter: Transporter represents and warrants that: (i) it is duly organized and validly existing under the laws of the State of Delaware and has all requisite legal power and authority to execute this Agreement and carry out the terms, conditions and provisions thereof; (ii) this Agreement constitutes the valid, legal and binding obligation of Transporter, enforceable in accordance with the terms hereof; (iii) there are no actions, suits or proceedings pending or, to Transporter's knowledge, threatened against or affecting Transporter before any court of authorities that might materially adversely affect the ability of Transporter to meet and carry out its obligations under this Agreement; and (iv) the execution and delivery by Transporter of this Agreement has been duly authorized by all requisite partnership action.

- 2.2 Representations and Warranties of Shipper: Shipper represents and warrants that: (i) it is duly organized and validly existing under the laws of the State/Province of _____ and has all requisite legal power and authority to execute this Agreement and carry out the terms, conditions and provisions hereof; (ii) there are no actions, suits or proceedings pending, or to Shipper's knowledge, threatened against or affecting Shipper before any court or authorities that might materially adversely affect the ability of Shipper to meet and carry out its obligations under this Agreement; and (iii) the execution and delivery by Shipper of this Agreement has been duly authorized by all requisite corporate action.

Section 3. Term

- 3.1 This Agreement shall be effective from the date hereof (the "Effective Date"). Transporter's obligation to provide Transportation Services and Shipper's obligation to accept and pay for such services, shall commence on _____ for a term of _____, unless otherwise agreed by mutual agreement of the parties.
- 3.2 Shippers paying Negotiated Rates may extend the term of this Agreement under terms acceptable to Transporter.

Section 4. Rates

- 4.1 [Shipper shall pay the Recourse Rates in accordance with Transporter's currently effective Rate Schedule FT-L.]

OR

[Shipper shall pay Negotiated Rates in accordance with Transporter's currently effective Rate Schedule FT-L.]

Section 5. Notices

Unless herein provided to the contrary, any notice called for in this Agreement shall be in writing and shall be considered as having been given if delivered by email or mail, with all postage or charges prepaid, to either Transporter or Shipper, at the location designated herein. Written communications shall be considered as duly delivered when received. Unless otherwise notified in writing, the addresses of the parties are as set forth herein.

Notices to Transporter under this Agreement shall be addressed to:

Vector Pipeline L.P.
c/o Vector Pipeline, LLC
38705 Seven Mile Road, Suite 490
Livonia, Michigan 48152
Attention: President

Or emailed to: vector@vector-pipeline.com

Notices to Shipper under this Agreement shall be addressed to:

Electronic funds transfer payments to Transporter shall be accompanied with the instructions "to credit the account of Vector Pipeline L.P." and shall be sent to the following bank and account number:

Vector Pipeline L.P.
c/o: _____

Remittance detail supporting electronic funds transfer payments to Transporter, and any notice, request or demand regarding statements, bills, or payments shall be addressed to:

Vector Pipeline L.P.
c/o Vector Pipeline, LLC
38705 Seven Mile Road, Suite 490
Livonia, Michigan 48152
Attention: President

Or emailed to: vector@vector-pipeline.com

Section 6. Superseded Agreements

This Agreement supersedes and cancels as of the effective date hereof the following agreements: _____, _____.

Section 7. Miscellaneous

- 7.1 This Agreement shall be interpreted according to the laws of the State of Michigan.
- 7.2 Performance of this Agreement shall be subject to all valid laws, orders, decisions, rules and regulations of duly constituted governmental authorities having jurisdiction or control of any matter related hereto. Should either of the parties, by force of any such law, order, decision, rule or regulation, at any time during the term of this Agreement be ordered or required to do any act inconsistent with the provisions hereof, then for the period during which the requirements of such law, order, decision, rule or regulation are applicable, this Agreement shall be deemed modified to conform with the requirement of such law, order, decision, rule or regulation; provided, however, nothing in this section 7.2 shall alter, modify or otherwise affect the respective rights of the parties to cancel or terminate this Agreement under the terms and conditions hereof.
- 7.3 A waiver by either party of any one or more defaults by the other hereunder shall not operate as a waiver of any future default or defaults, whether of a like or of a different character.
- 7.4 This Agreement may only be amended by an instrument in writing executed by both parties hereto.
- 7.5 Nothing in this Agreement shall be deemed to create any rights or obligations between the parties hereto after the expiration of the term set forth herein, except that termination of this Agreement shall not relieve either party of the obligation to correct any quantity imbalances or Shipper of the obligation to pay any amounts due hereunder to Transporter.

- 7.6 Exhibit A attached hereto is incorporated herein by reference and made a part hereof for all purposes.
- 7.7 The parties hereby agree, subject to the primary jurisdiction of the Commission, that any dispute arising out of or relating to this Agreement, or any breach thereof shall be submitted to final and binding arbitration in Detroit, Michigan, in accordance with the Rules of Commercial Arbitration of the American Arbitration Association (AAA) then in effect. The dispute shall be decided by a panel of three neutral arbitrators, qualified by education, training, and experience to hear the dispute, chosen as follows. The party initiating the arbitration proceeding shall name one arbitrator at the time it notifies the other party of its intention to arbitrate their dispute, and the responding party shall name an arbitrator within fifteen (15) days of receiving the above notification. Within twenty (20) days of the appointment of the second arbitrator, the two arbitrators shall select a third arbitrator to act as chairman of the tribunal. If either party fails to appoint an arbitrator within the allotted time or the two party-appointed, neutral arbitrators fail to appoint a third arbitrator as provided above, the AAA shall appoint the arbitrator(s). Any vacancies will be filled in accordance with the above procedure. The parties expressly agree to the consolidation of separate arbitral proceedings for the resolution in a single proceeding of all disputes that arise from the same factual situation, and the parties further expressly agree that any issue of arbitrability or the existence, validity, and scope of the agreement to arbitrate shall be decided by the arbitrators. The parties further agree that either party may apply to a court of competent jurisdiction, pending arbitration, for injunctive relief to preserve the status quo, to preserve assets, or to protect documents from loss or destruction, and such application will not be deemed inconsistent with or operate as a waiver of the party's right to arbitration. The arbitrators shall apply as the substantive law to the dispute the laws of the State of Michigan, as specified in section 7.1 of this Agreement.

Section 8. Negotiable Terms

Transporter and Shipper mutually agree to the following terms and conditions of service under this Agreement. Where blank spaces are not filled in, the parties have not reached an agreement on that matter and the referenced provision of the General Terms and Conditions (GT&C) applies.

Pursuant to GT&C section 27, the following rate discount(s) apply:

_____.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement in one or more counterparts, which counterparts shall constitute one integrated agreement, by their duly authorized officers effective as of the day first above written.

VECTOR PIPELINE L.P. by VECTOR PIPELINE, LLC as General Partner

Date: _____

By: _____

Title: _____

SHIPPER: _____

Date: _____

By: _____

Title: _____

Exhibit A
to
Firm Transportation Agreement No. _____
Under Rate Schedule FT-L Between
Vector Pipeline L.P. and _____

Primary Term: _____
Contracted Capacity: _____ Dth/Day
Primary Receipt Points: _____
Primary Delivery Points: _____
Rate Election (Recourse or Negotiated): _____

**FORM OF FIRM TRANSPORTATION AGREEMENT
TRANSPORTATION AGREEMENT FOR
HOURLY FIRM TRANSPORTATION (FT-H) OF NATURAL GAS
VECTOR PIPELINE L.P.**

Firm Transportation Agreement No. _____

This TRANSPORTATION AGREEMENT FOR HOURLY FIRM TRANSPORTATION OF NATURAL GAS ("**Hourly Firm Transportation Agreement**" or "**Agreement**") is made and entered into this ____ day of _____, _____, between:

VECTOR PIPELINE L.P., ("Transporter"),

and

_____, ("**Shipper**")

WITNESSETH: That in consideration of the mutual covenants contained herein the parties agree as follows:

Section 1. Service to be Rendered

Transporter shall perform and Shipper shall receive service in accordance with the provisions of Transporter's effective Rate Schedule FT-H and the applicable General Terms and Conditions of Transporter's FERC Gas Tariff on file with the Federal Energy Regulatory Commission ("Commission") as the same may be amended or superseded in accordance with the Rules and Regulations of the Commission.

Section 2. Representations and Warranties

2.1 Representations and Warranties of Transporter: Transporter represents and warrants that: (i) it is duly organized and validly existing under the laws of the State of Delaware and has all requisite legal power and authority to execute this Agreement and carry out the terms, conditions and provisions thereof; (ii) this Agreement constitutes the valid, legal and binding obligation of Transporter, enforceable in accordance with the terms hereof; (iii) there are no actions, suits or proceedings pending or, to Transporter's knowledge, threatened against or affecting Transporter before any court of authorities that might materially adversely affect the ability of Transporter to meet and carry out its obligations under this Agreement; and (iv) the execution and delivery by Transporter of this Agreement has been duly authorized by all requisite partnership action.

- 2.2 Representations and Warranties of Shipper: Shipper represents and warrants that: (i) it is duly organized and validly existing under the laws of the State/Province of _____ and has all requisite legal power and authority to execute this Agreement and carry out the terms, conditions and provisions hereof; (ii) there are no actions, suits or proceedings pending, or to Shipper's knowledge, threatened against or affecting Shipper before any court or authorities that might materially adversely affect the ability of Shipper to meet and carry out its obligations under this Agreement; and (iii) the execution and delivery by Shipper of this Agreement has been duly authorized by all requisite corporate action.

Section 3. Term

- 3.1 This Agreement shall be effective from the date hereof (the "Effective Date"). Transporter's obligation to provide Transportation Services and Shipper's obligation to accept and pay for such services, shall commence on _____ for a term of _____, unless otherwise agreed by mutual agreement of the parties.
- 3.2 Shippers paying Negotiated Rates may extend the term of this Agreement under terms acceptable to Transporter.

Section 4. Rates

- 4.1 [Shipper shall pay the Recourse Rates in accordance with Transporter's currently effective Rate Schedule FT-H.]

OR

[Shipper shall pay Negotiated Rates in accordance with Transporter's currently effective Rate Schedule FT-H.]

Section 5. Notices

Unless herein provided to the contrary, any notice called for in this Agreement shall be in writing and shall be considered as having been given if delivered by email or mail, with all postage or charges prepaid, to either Transporter or Shipper, at the location designated herein. Written communications shall be considered as duly delivered when received. Unless otherwise notified in writing, the addresses of the parties are as set forth herein.

Notices to Transporter under this Agreement shall be addressed to:

Vector Pipeline L.P.
c/o Vector Pipeline, LLC
38705 Seven Mile Road, Suite 490
Livonia, Michigan 48152
Attention: President

Or emailed to: vector@vector-pipeline.com

Notices to Shipper under this Agreement shall be addressed to:

Electronic funds transfer payments to Transporter shall be accompanied with the instructions "to credit the account of Vector Pipeline L.P." and shall be sent to the following bank and account number:

Vector Pipeline L.P.
c/o: _____

Remittance detail supporting electronic funds transfer payments to Transporter, and any notice, request or demand regarding statements, bills, or payments shall be addressed to:

Vector Pipeline L.P.
c/o Vector Pipeline, LLC
38705 Seven Mile Road, Suite 490
Livonia, Michigan 48152
Attention: President

Or emailed to: vector@vector-pipeline.com

Section 6. Superseded Agreements

This Agreement supersedes and cancels as of the effective date hereof the following agreements: _____, _____.

Section 7. Miscellaneous

- 7.1 This Agreement shall be interpreted according to the laws of the State of Michigan.
- 7.2 Performance of this Agreement shall be subject to all valid laws, orders, decisions, rules and regulations of duly constituted governmental authorities having jurisdiction or control of any matter related hereto. Should either of the parties, by force of any such law, order, decision, rule or regulation, at any time during the term of this Agreement be ordered or required to do any act inconsistent with the provisions hereof, then for the period during which the requirements of such law, order, decision, rule or regulation are applicable, this Agreement shall be deemed modified to conform with the requirement of such law, order, decision, rule or regulation; provided, however, nothing in this section 7.2 shall alter, modify or otherwise affect the respective rights of the parties to cancel or terminate this Agreement under the terms and conditions hereof.
- 7.3 A waiver by either party of any one or more defaults by the other hereunder shall not operate as a waiver of any future default or defaults, whether of a like or of a different character.
- 7.4 This Agreement may only be amended by an instrument in writing executed by both parties hereto.
- 7.5 Nothing in this Agreement shall be deemed to create any rights or obligations between the parties hereto after the expiration of the term set forth herein, except that termination of this Agreement shall not relieve either party of the obligation to correct any quantity imbalances or Shipper of the obligation to pay any amounts due hereunder to Transporter.

- 7.6 Exhibit A attached hereto is incorporated herein by reference and made a part hereof for all purposes.
- 7.7 The parties hereby agree, subject to the primary jurisdiction of the Commission, that any dispute arising out of or relating to this Agreement, or any breach thereof shall be submitted to final and binding arbitration in Detroit, Michigan, in accordance with the Rules of Commercial Arbitration of the American Arbitration Association (AAA) then in effect. The dispute shall be decided by a panel of three neutral arbitrators, qualified by education, training, and experience to hear the dispute, chosen as follows. The party initiating the arbitration proceeding shall name one arbitrator at the time it notifies the other party of its intention to arbitrate their dispute, and the responding party shall name an arbitrator within fifteen (15) days of receiving the above notification. Within twenty (20) days of the appointment of the second arbitrator, the two arbitrators shall select a third arbitrator to act as chairman of the tribunal. If either party fails to appoint an arbitrator within the allotted time or the two party-appointed, neutral arbitrators fail to appoint a third arbitrator as provided above, the AAA shall appoint the arbitrator(s). Any vacancies will be filled in accordance with the above procedure. The parties expressly agree to the consolidation of separate arbitral proceedings for the resolution in a single proceeding of all disputes that arise from the same factual situation, and the parties further expressly agree that any issue of arbitrability or the existence, validity, and scope of the agreement to arbitrate shall be decided by the arbitrators. The parties further agree that either party may apply to a court of competent jurisdiction, pending arbitration, for injunctive relief to preserve the status quo, to preserve assets, or to protect documents from loss or destruction, and such application will not be deemed inconsistent with or operate as a waiver of the party's right to arbitration. The arbitrators shall apply as the substantive law to the dispute the laws of the State of Michigan, as specified in section 7.1 of this Agreement.

Section 8. Negotiable Terms

Transporter and Shipper mutually agree to the following terms and conditions of service under this Agreement. Where blank spaces are not filled in, the parties have not reached an agreement on that matter and the referenced provision of the General Terms and Conditions (GT&C) applies.

Pursuant to GT&C section 27, the following rate discount(s) apply:

_____.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement in one or more counterparts, which counterparts shall constitute one integrated agreement, by their duly authorized officers effective as of the day first above written.

**VECTOR PIPELINE L.P. by VECTOR
PIPELINE, LLC as General Partner**

Date: _____

By: _____

Title: _____

SHIPPER: _____

Date: _____

By: _____

Title: _____

Exhibit A
To
Firm Transportation Agreement No. _____
Under Rate Schedule FT-H Between
Vector Pipeline L.P. and _____

Primary Term: _____
Contracted Capacity: _____ Dth/Day
Primary Receipt Points: _____
Primary Delivery Points: _____
Rate Election (Recourse or Negotiated): _____
Hourly Delivery Period: _____ hours
Maximum Hourly Delivery Quantity: _____ Dth/hour