

Final Form Tariff Sheets

Toll Schedule FT-1 Sheet - Final Form

accepted, in whole or in part. All such changes, once accepted by Transporter, shall be effective on the later of the next Day after acceptance by Transporter of the amended Exhibit A or the Day requested by Shipper.

- 4.4** A Shipper may segment its Contracted Capacity between the Primary Receipt Point(s) and Primary Delivery Point(s) set forth in Exhibit A to the FT-1 Firm Transportation Agreement, whether for Shipper's own use or that of another party, provided that service using any segmented Receipt and Delivery Point(s) (i) does not exceed Shipper's Contracted Capacity, and (ii) segmented service otherwise complies with Transporter's Tariff. Shippers using segmented capacity may not make nominations in which the total of the segmentation nominations on any overlapping segment exceeds the firm entitlements of the underlying segmented Transportation Agreement.

ARTICLE 5: NOMINATIONS AND SCHEDULING OF RECEIPTS AND DELIVERIES

- 5.1** If Shipper desires Transportation of Gas on any Day under this Toll Schedule, Shipper must nominate and schedule such Gas in accordance with sections 5 and 7 of the GT&C.

ARTICLE 6: OVERRUN QUANTITIES AND IMBALANCES

- 6.1** Imbalances associated with Transportation under this Toll Schedule and FT-1 Firm Transportation Agreements under this Toll Schedule shall be governed by and resolved pursuant to section 9 of the GT&C.

ARTICLE 7: RESERVATION CHARGE CREDITS

- 7.1** Reservation Charge credits shall be provided by Transporter to a Shipper consistent with the terms of GT&C section 34.

Toll Schedule FT-L Sheet - Final Form

Vector Pipeline Limited Partnership

Page 5

ARTICLE 7: RESERVATION CHARGE CREDITS

- 7.1** If, after exceeding the ten (10) Days in a Month where Transporter has the right not to schedule service in whole or in part, Gas Reservation Charge credits shall be provided by Transporter to a Shipper consistent with the terms of GT&C section 34.

ARTICLE 8: RESERVATIONS

- 8.1** Transporter reserves the right to take such actions as may be required to preserve the integrity of Transporter's system, including maintenance of service to other firm customers, or enhance Transporter's system.

ARTICLE 9: ASSIGNMENT

- 9.1** Shipper may assign to third parties rights to transport Contracted Capacity, or any portion thereof, as provided under a FT-L Limited Firm Transportation Agreement on a temporary or permanent basis, provided however Shipper and third party assignee execute an assignment agreement in the form attached in Tab 9 Appendix 2 (Permanent Assignment) or Appendix 8 (Temporary Assignment) to the Tariff. Any rights assigned hereunder are subject to all terms and provisions of Transporter's Gas Tariff, including the GT&C and the applicable Toll Schedule(s).
- 9.2** Assignments may be negotiated between shippers and assignees at or below Transporter's currently effective maximum FT-L reservation toll applicable to the term of the assignment. Notwithstanding any assignment hereunder, the assignor shall remain responsible for payment of the assignor's contracted reservation charge applicable to the FT-L firm transportation service Contracted Capacity that has been assigned. The assignor shall receive a reservation credit equaling the reservation dollars that Transporter receives from the assignee concurrent with Transporter's invoice to the assignee for the assigned capacity. If the assignee defaults and Transporter must seek payment from the assignor, Transporter may charge the assignor interest at the rate provided for in Section 13 of the GT&C.

Toll Schedule FT-H Sheets - Final Form

- 2.4** Transporter will receive for Shipper's account for Transportation hereunder daily quantities of Gas up to Shipper's Contracted Capacity, plus an amount reflecting a Fuel Requirement as determined in GT&C section 11, at the Receipt Point(s) on Transporter's system available to Shipper pursuant to Shipper's FT-H Hourly Firm Transportation Agreement and the GT&C. Such Contracted Capacity shall be specified in Shipper's FT-H Hourly Firm Transportation Agreement.

Transporter will deliver for Shipper's account, at the Delivery Point(s) nominated by Shipper from the Delivery Point(s) listed in Exhibit A to Shipper's FT-H Hourly Firm Transportation Agreement less Fuel Requirements, GJs equivalent to the amount of GJs received by Transporter at the Receipt Point(s).

- 2.5** Transporter shall not be obligated to add any facilities or expand the capacity of its pipeline system in any manner in order to provide transportation service to Shipper pursuant to this Toll Schedule.

- 2.6** Shipper may elect to deliver and receive up to the Maximum Hourly Delivery Quantity of its Contracted Capacity. Shipper's "Hourly Delivery Quantity" shall be the Contracted Capacity divided by the specified Hourly Delivery Period set forth in the Firm Transportation Agreement. The "Hourly Delivery Period" shall be not less than four (4) hours or greater than twenty (20) hours. Unless agreed otherwise by Transporter, Shipper shall concurrently provide and take the Gas per the confirmed nomination profile stated on an hourly basis but not to exceed either the Maximum Hourly Delivery Quantity or its Contracted Capacity.

- 2.7** At such time as Shipper either desires to initiate service on any Day under the Agreement or requires a change in the quantity of deliveries during a part of any Gas Day, Shipper will either notify Transporter via QuickNom™ at least one (1) hour prior to the time requested for such initiation or change in service this Toll Schedule or use the nomination timeline provisions of section 5.2 of the GT&C, unless agreed otherwise by Transporter. Transporter shall provide its confirmation of the nomination within one (1) hour after receipt of Shipper's nomination, unless agreed otherwise by Shipper. At no time shall Transporter be required to provide service under this Toll Schedule until Transporter has received appropriate confirmation from the upstream and/or downstream operators at the respective Receipt Point(s) and Delivery Point(s), provided that Transporter may elect to do so to the extent operational conditions permit and no other Shippers are adversely affected.

- 2.8** To the extent Transporter provides service hereunder by displacement of gas received downstream of the Delivery Point(s), Transporter's obligation shall be

Vector Pipeline Limited Partnership

Page 2A

limited to the displacement capability of Transporter's system during the specified hourly period.

ARTICLE 3: TOLLS AND CHARGES

- 3.1** The applicable tolls for FT-H firm transportation service hereunder are set forth in the Statement of Tolls as found in Tab 8 of this Tariff and are incorporated herein.
- 3.2** Unless Transporter and Shipper agree to a Negotiated Toll for service provided hereunder, the toll applicable to Shipper for service hereunder shall be

Vector Pipeline Limited Partnership

Page 5

ARTICLE 5: NOMINATIONS AND SCHEDULING OF RECEIPTS AND DELIVERIES

- 5.1** If Shipper desires Transportation of Gas on any Day under this Toll Schedule, Shipper must nominate and schedule such Gas in accordance with section 2.7 of this Toll Schedule and/or sections 5 and 7 of the GT&C.

ARTICLE 6: OVERRUN QUANTITIES AND IMBALANCES

- 6.1** Imbalances associated with Transportation under this Toll Schedule and FT-H Hourly Firm Transportation Agreements under this Toll Schedule shall be governed by and resolved pursuant to section 9 of the GT&C. Overrun quantities shall be calculated as the greater of (i) daily quantities transported in excess of Contract Capacity, or (ii) hourly quantities transported in excess of the Maximum Hourly Delivery Quantity shown in Exhibit A to Shipper's FT-H Hourly Firm Transportation Agreement.

ARTICLE 7: RESERVATION CHARGE CREDITS

- 7.1** Reservation Charge credits shall be provided by Transporter to a Shipper consistent with the terms of GT&C section 34.

ARTICLE 8: RESERVATIONS

- 8.1** Transporter reserves the right to take such actions as may be required to preserve the integrity of Transporter's system, including maintenance of service to other firm customers, or enhance Transporter's system.

ARTICLE 9: ASSIGNMENT

- 9.1** Shipper may assign to third parties rights to transport Contracted Capacity, or any portion thereof, as provided under a FT-H Hourly Firm Transportation Agreement

Toll Schedule PALS-1 Sheets - Final Form

Vector Pipeline Limited Partnership

Page 2

- 2.5** Park and Loan Service hereunder shall be subject to priority of service and curtailment priority of service pursuant to GT&C section 6 and scheduling pursuant to GT&C section 7, on the same basis as interruptible transportation service.
- 2.6** Park Service hereunder shall consist of the following:
- (a) Service hereunder shall consist of the receipt of Gas by Transporter ("Parked Gas" or "Parked") upon nomination and subsequent confirmation of such daily quantities of Gas as specified in the executed Park and Loan Service Agreement. Quantities of Parked Gas with Transporter shall be credited to Shipper's park and loan account .
 - (b) Gas may be Parked for a period up to one calendar month, and such period may be extended with Transporter's permission.
 - (c) Shipper and Transporter shall agree to a delivery schedule stating the daily quantities of Gas Transporter will deliver to Shipper at the location where Parked Gas was originally tendered to Transporter by Shipper for the purpose of reducing Shipper's park and loan account to zero. If Transporter, upon nomination by Shipper, fails to schedule quantities of Gas for withdrawal from Shipper's park and loan account for a period of thirty (30) days, Transporter will be obligated to purchase the quantity of Parked Gas remaining in Shipper's park and loan account at a price equal to 100% of the monthly contract index as published in Gas Daily for "Alliance, into interstates" applicable for the month in which the thirtieth (30th) Day of curtailment occurs. If Gas Daily is no longer available to Transporter, Transporter shall use Intercontinental Exchange's ICE for "Alliance Delivered".
 - (d) Transporter may require Shipper to withdraw all, or any portion, of the Parked Gas within thirty (30) Days of Transporter's notice to Shipper. If Shipper fails to arrange for the withdrawal of the Parked Gas quantities specified by Transporter in its notice, despite the availability of capacity for the withdrawal of Shipper's Gas under its Park and Loan Service Agreement, Transporter shall take title to that portion of the Gas in Shipper's park and loan account that Shipper was instructed to withdraw, free and clear of any adverse claims. Transporter's notice to Shipper may be verbal and in such case shall be followed by a written confirmation.
 - (e) In those circumstances where it is deemed necessary by Transporter, in its sole discretion, to protect system line pack levels, Transporter may require the withdrawal of quantities of Gas in Shipper's park and loan account within twenty-four (24) hours of notification. In the event Shipper does not cause the withdrawal of Gas within twenty-four (24) hours, Transporter shall have the right to take title to those quantities of Gas in Shipper's park and loan account free and clear of any adverse claims.

- 2.7** Loan service hereunder shall consist of the following:
- (a) Advancement of Gas to Shipper by Transporter ("Loaned Gas" or "Loan") upon nomination and subsequent confirmation of such daily quantities of Gas as specified in the executed Park and Loan Service Agreement between Transporter and Shipper. Quantities of Loaned Gas advanced to Shipper shall be debited to Shipper's park and loan account.
 - (b) Shipper and Transporter will agree to a redelivery schedule setting out the daily quantities of Loaned Gas Shipper will deliver to Transporter at the location where Loaned Gas originally was delivered to Shipper for the purpose of reducing the Loaned Gas in Shipper's park and loan account to zero.
 - (c) Unless Shipper and Transporter mutually agree to an alternative redelivery schedule, if Shipper fails to deliver quantities of Gas as set out in the redelivery schedule, Shipper shall be obligated to purchase such quantities of Gas from Transporter at the highest price, determined as 200% of the daily contract index for "Alliance, into interstates" as published in Gas Daily. If Gas Daily is no longer available to Transporter, Transporter shall use Intercontinental Exchange's ICE for "Alliance Delivered".
- 2.8** Not more than thirty (30) Days after the termination of the Park and Loan Service Agreement executed by Shipper under this Toll Schedule, Transporter will notify Shipper of Shipper's park and loan account balance. If there is a balance remaining, Shipper will nominate for withdrawal such quantities within thirty (30) Days of the date of Transporter's notice.
- 2.9** In those circumstances where it is deemed necessary by Transporter, in its sole discretion, to protect system line pack levels, Transporter may require the injection of quantities of Gas in Shipper's park and loan account within twenty-four (24) hours. In the event Shipper does not cause the injection of Gas within twenty-four (24) hours, Shipper shall be obligated to purchase such quantities of Gas from Transporter at the price determined as two hundred percent (200%) of the daily contract index for "Alliance, into interstates" as published in Gas Daily. If Gas Daily is no longer available to Transporter, Transporter shall use Intercontinental Exchange's ICE for "Alliance Delivered".

Toll Schedule MBA Sheets - Final Form

MANAGEMENT OF BALANCING AGREEMENT SERVICE

ARTICLE 1. AVAILABILITY

1.1 This Toll Schedule is available to any Person (hereafter called the "Balancing Provider") who contracts with a Shipper or another Person (hereafter called the "Balancing Customer") for the purpose of providing the Balancing Customer with balancing services. At the request and under the direction of the Balancing Provider, Transporter will manage the balancing service provided that:

- (a) Balancing Provider has entered into a Management of Balancing Agreement ("MBA Agreement") in the form contained in Tab 9 Appendix 6 to this Tariff.
- (b) Balancing Provider has entered into a balancing agreement with Balancing Customer and has provided the same to Transporter for it to determine that the terms and conditions are (i) not inconsistent with Transporter's Gas Tariff, except as may be noted herein, (ii) operationally and administratively feasible for Transporter to manage, and (iii) are otherwise acceptable to Transporter.
- (c) Balancing Provider can provide Transporter with the receipt of Gas or the delivery of Gas at point(s) (hereafter called "Balancing Point(s)"), which are at or downstream of the point that is balanced (hereafter called "Market Point") on behalf of Balancing Customer. Such Balancing Points(s) may include points(s) in the United States on Transporter's interconnected affiliate pipeline, Vector Pipeline L.P.
- (d) Balancing Provider has entered into a Transportation Agreement(s) under the Transportation Service Toll Schedules FT-1, FT-L, FT-H, or IT-1 (hereafter called "Associated Transportation Agreement(s)") and represents and undertakes to tender to Transporter for Transportation pursuant to that Associated Transportation Agreement(s) such quantities of Gas as may be required for purposes of performing the requested balancing service at an hourly quantity that is equal to or greater than the hourly Gas quantities required under the MBA Agreement. Such Gas quantities tendered for Transportation by Balancing Provider under the Associated Transportation Agreement(s) will be designated for delivery at a Delivery Point(s) that is at or beyond the Balancing Point(s) under the MBA Agreement. Such Delivery Points(s) may include points(s) in the United States on Transporter's interconnected affiliate pipeline, Vector Pipeline L.P.

Vector Pipeline Limited Partnership

Page 1A

- (e) Balancing Provider provides Transporter with (i) written proof of its access to and/or control of the Balancing Point(s) and Market Point at which the balancing will take place, (ii) the names and methods of communicating with persons who are authorized to act for Balancing Provider and whom Transporter can contact for purposes of managing the balancing service.
- (f) Balancing Provider has satisfied the creditworthiness criteria in section 26 of the General Terms and Conditions ("GT&C") of Transporter's Gas Tariff.
- (g) Where Tolls schedule PALS-1 is to be used as a Balancing Point, Balancing Provider must have in effect a PALS-1 Park and Loan Service Agreement, which will operate pursuant to section 2.7 of Tolls Schedule MBA.

ARTICLE 2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1** This Toll Schedule shall apply to Management of Balancing Service where Transporter manages a balancing agreement that a Balancing Provider has entered into with a Balancing Customer.
- 2.2** Balancing Provider shall either itself be physically connected to Transporter's system or have contractual rights to capacity on Transporter's system or at an interconnect with Transporter's system.
- 2.3** Because Balancing Provider cannot control the physical flow of Gas both into and off Transporter's system, Transporter will manage the physical flow of Gas receipts and deliveries on its system at the Balancing Point(s) and Market Point for the purpose of maintaining acceptable line pack within Transporter's system.
- 2.4** Balancing Provider is responsible for ensuring it has sufficient quantities of Gas scheduled under its Associated Transportation Agreement(s) at or beyond the Market Point and Balancing Point(s) at any point in time during the Day on Transporter's system to meet or exceed the balancing requirements under the MBA Agreement. The Management of Balancing Service under this MBA Agreement will be limited to a maximum hourly quantity not to exceed the hourly rates of flow under the Associated Transportation Agreement(s).
- 2.5** Balancing Provider must designate Receipt and Delivery Point(s) under its Associated Transportation Agreement(s) that will allow the physical flow of Gas sufficient to satisfy the requirements of the MBA Agreement.
- 2.6** The terms of GT&C section 16 shall apply to the Associated Transportation Agreement(s).
- 2.7** The balancing service pursuant to this Toll Schedule will operate as follows:
- (a) Balancing Provider shall first make a nomination pursuant to GT&C section 5 under its Associated Transportation Agreement(s) prior to initiating service on any Day under its MBA Agreement.
 - (b) At such time as Balancing Customer either desires to initiate service on any Day under the MBA Agreement or requires a change in the quantity of deliveries during a part of any Gas Day, Balancing Provider will nominate to Transporter via QuickNom™ no less than one (1) hour prior to the time requested for service or change unless agreed otherwise by Transporter, of (i) the time when such change in deliveries should take place, (ii) the amount of deliveries requested, and (iii) the duration in hours of the requested service or change.

Transporter shall provide its confirmation of the nomination within one (1) hour after receipt of Balancing Provider's nomination, unless agreed otherwise by Balancing Provider. At no time shall Transporter be required to provide service under this Toll Schedule until Transporter has received appropriate confirmation from the upstream and/or downstream operators at the respective Balancing Point(s) and Market Point. Any change requested by Balancing Provider in the quantity of Gas to be delivered during part of a Gas Day shall not result in deliveries to a Market Point (i) in excess of the hourly rates of flow under its Associated Transportation Agreement(s) and (ii) in excess of Balancing Provider's Contracted Capacity under its Transportation Agreement(s).

- (c) When Balancing Provider requests a change in the quantity of Gas to be delivered to a Market Point during part of a Gas Day, Balancing Provider also shall request the appropriate change to the quantities of Gas received or delivered to the Balancing Point(s), unless alternative scheduling arrangements have been agreed to by Transporter. At no time shall Transporter be required to provide service under this Toll Schedule until Transporter has received appropriate confirmation of a change in the quantity of Gas to be received at the Balancing Point(s), provided that Transporter may elect to do so to the extent operational conditions permit and no other Shippers are adversely affected.
- 2.8** Any quantity change to deliveries requested at a Market Point will be designated as a delivery to an Alternate Delivery Point, and at a Balancing Point(s) shall be designated as a receipt to an Alternate Receipt Point, for purposes of Priority of Service and Curtailment pursuant to section 6 of the GT&C and will comply with all applicable NAESB Standards.
- 2.9** In the event more than one Balancing Provider is providing balancing service at the same Market Point, the point operator of that Market Point shall provide Transporter with a predetermined allocation.
- 2.10** Where Balancing Provider fails, after confirmation by Transporter in section 2.7(b), to provide for the receipt or delivery of sufficient quantities of Gas to effect a requested balancing service at a Market Point, Balancing Provider will be deemed responsible for any resultant charges under the GT&C. To the extent Balancing Provider causes an imbalance quantity in excess of the maximum imbalance coverage per Day set forth in the MBA Agreement, Transporter may terminate the MBA Agreement without further notice. Such termination will not relieve Balancing Provider of its liabilities under this Toll Schedule, or such other lawful remedies as Transporter may pursue.

Vector Pipeline Limited Partnership

ARTICLE 3. TOLLS AND CHARGES

- 3.1** The tolls and charges payable by Balancing Provider to Transporter under this Toll Schedule shall include all applicable tolls and charges set forth in the Statement of Tolls found in Tab 8 to this Tariff. These tolls and charges are incorporated herein by reference.
- 3.2** The tolls for this service shall be applied to all quantities managed under this service.
- 3.3** Transporter may elect to offer to provide service at a toll that is less than the maximum, but no less than the minimum, tolls applicable to this Toll Schedule. However, Transporter is not obligated to offer to provide service at any toll less than the maximum toll.

ARTICLE 4. NOMINATIONS AND SCHEDULING OF RECEIPTS AND DELIVERIES

- 4.1** Service under this Toll Schedule requires that Balancing Provider nominate deliveries under its Associated Transportation Agreement(s) consistent with the requirements of GT&C section 5.
- 4.2** Requested changes by Balancing Provider to the delivery of Gas quantities under this MBA Agreement during a Day need not be nominated under GT&C section 5. Such requests will be managed and coordinated by Transporter with Balancing Provider according to the procedures in section 2.7(b-c) of this Toll Schedule.

ARTICLE 5. GENERAL TERMS AND CONDITIONS

- 5.1** All of the GT&C of Transporter's Tariff of which this Toll Schedule is a part are applicable to this Toll Schedule and are made a part hereof to the extent that such terms and conditions are not contradicted by any provision herein. In the event of a conflict between the GT&C and the provisions of this Toll Schedule or the executed MBA Agreement under this Toll Schedule, the GT&C shall prevail.
- 5.2** Balancing Provider is solely responsible for obtaining and maintaining any and all statutory or regulatory authorizations, permits, or licenses required to undertake and perform pursuant to the MBA Agreement between Transporter and Balancing Provider and/or the balancing agreement between Balancing Provider and Balancing Customer.
- 5.3** Transporter shall have no liability or obligation, other than as stated in this Toll Schedule and the MBA Agreement, to Balancing Provider and Balancing Customer. Balancing Provider and Balancing Customer independently indemnify Transporter from and against all losses, damages, expenses, claims, actions or proceedings threatened, incurred, or initiated in connection with service rendered

under the MBA Agreement as a result of Transporter's reliance on Balancing Provider to perform under the MBA Agreement.

- 5.4** All defined terms in this Toll Schedule, being terms with their initial letters capitalized, when not otherwise defined in this Toll Schedule, will have the meaning ascribed to that term in the GT&C.
- 5.5** Transporter may refuse to render service hereunder if and for so long as Shipper is in default under any Transportation Agreement or the GT&C.

General Terms and Conditions Sheets - Final Form

Table of Contents

1.	DEFINITIONS	1
2.	QUALITY OF GAS	7
3.	MEASUREMENT	8
4.	MEASURING EQUIPMENT	9
5.	NOMINATIONS	12
6.	PRIORITY OF SERVICE AND CURTAILMENT.....	15
7.	SCHEDULING	16
8.	ALLOCATION OF DAILY QUANTITIES	17
9.	OVERRUN QUANTITIES AND IMBALANCES	17
10.	OPERATIONAL BALANCING AGREEMENTS ("OBAS").....	19
11.	FUEL REQUIREMENT.....	19
12.	BILLING.....	20
13.	PAYMENTS	20
14.	POSSESSION OF GAS	22
15.	DELIVERY PRESSURE.....	23
16.	UNIFORM HOURLY FLOWS	23
17.	WARRANTY OF TITLE	23
18.	FORCE MAJEURE	24
19.	NOTICES.....	24
20.	MODIFICATION	24
21.	NON-WAIVER AND FUTURE DEFAULT.....	25
22.	SCHEDULES AND CONTRACT SUBJECT TO REGULATION	25
23.	OPERATING INFORMATION AND ESTIMATES	25
24.	NEW FACILITIES POLICY.....	25
25.	REQUEST FOR SERVICE AND ALLOCATION OF CAPACITY	26

26.	CREDITWORTHINESS	27D
27.	SERVICE AGREEMENT EXTENSION AND RIGHT OF FIRST REFUSAL	29
28.	INCORPORATION IN TOLL SCHEDULES AND TRANSPORTATION AGREEMENTS .	30
29.	NORTH AMERICAN ENERGY STANDARDS BOARD (NAESB) STANDARDS	31
30.	DEFAULT AND TERMINATION	31
31.	LINE PACK AND TEST GAS	32
32.	NEB REGULATIONS	32
33.	ASSIGNMENT AND SUCCESSION	32
34.	RESERVATION CHARGE CREDITING MECHANISM	33
35.	LIMITED LIABILITY	35

Vector Pipeline Limited Partnership

Page 2

- 1.8** "Balancing Point(s)" means the point(s) where a Balancing Provider under the Management of Balancing Agreement Toll Schedule can provide Transporter with the receipt of Gas or the delivery of Gas, which are at or downstream of the Market Point that is balanced.
- 1.9** "Board" or "NEB" means the National Energy Board of Canada, or any successors thereto.
- 1.10** "Business Day" means Monday through Friday, excluding Federal Banking Holidays for transactions in Canada and similar holidays for transactions occurring in the United States.
- 1.11** "Central Clock Time" or "CCT" means Central Daylight Time when Daylight Savings time is in effect and Central Standard Time otherwise.
- 1.12** "Contracted Capacity" means for customers receiving service pursuant to the Firm Transportation Agreements, the daily quantity of Gas contracted by a Shipper and for which Shipper has agreed to pay a Reservation Charge in accordance with the terms and conditions of Shipper's Transportation Agreement. For customers receiving service pursuant to Interruptible Transportation Service or Title Transfer Service or Park and Loan Service Toll Schedules, "Contracted Capacity" shall mean the quantity of Gas Transporter schedules and confirms for delivery on any given Day.
- 1.13** "Cubic Meter" or "m³" shall mean the volume of gas which occupies one cubic meter when such gas is at a temperature of fifteen degrees Celsius, and at a pressure of 101.325 kilopascals absolute.
- 1.14** "Day" means a twenty-four (24) hour period of time from 9:00 am to 9:00 am Central Clock Time.
- 1.15** "Dekatherm" or "Dth" means the quantity of heat energy which is 1,000,000 British thermal units ("Btus").
- 1.16** "Delivery Point(s)" means the point(s) where Transporter delivers Gas to Shipper, or for Shipper's account, that has been transported by Transporter.
- 1.17** "Electronic Delivery Mechanism" or "EDM" means the NAESB Model Trading Partner Agreement adopted by Transporter for electronic data interchange purposes.
- 1.18** "Firm Transportation Agreement" means an agreement pursuant to the Tariff under which Transporter provides firm Transportation to a Shipper.
- 1.19** "Force Majeure" means any act of God, war, civil insurrection or disobedience, acts of public enemy, strikes, lockouts or other industrial disturbances, accidents,

blockades, riots, epidemics, landslides, lightning, earthquakes, explosions, fires, storms, floods, washouts, civil disturbance, arrests and restraints of governments and people, breakage or accident to machinery or lines of pipe resulting in the necessity for making unexpected repairs to or alterations of machinery or lines of pipe, freezing of lines of pipe, failure of electronic data capability, inability to obtain materials, supplies, permits or labour, any laws, orders, rules, regulations, acts or restraints of any governmental body or authority, civil or military, or other cause whether of the kind enumerated or otherwise which is beyond the control of the party claiming suspension and which results in the failure of a party to perform its obligations. The settlement of strikes, lockouts or other labour disputes shall be entirely within the discretion of the party having the difficulty. Under no circumstances will the following events constitute Force Majeure: (i) routine, nonemergency maintenance, including as required by governmental authority or as deemed necessary by Transporter for safe operations or (ii) curtailment or disruption of service for any reason whatsoever on facilities upstream of Receipt Points on Transporter or downstream of the Delivery Points with which Transporter connects. Notwithstanding the foregoing, a Force Majeure event on the U.S. Pipeline shall constitute a Force Majeure event on Transporter.

- 1.20** "Fuel and Lost and Unaccounted for Gas" means Gas (a) used or lost in the construction, operation and maintenance of Transporter's system; (b) variances in the measurement of quantities of Gas received and delivered on Transporter's system; and (c) variations from time to time of the linepack contained in Transporter's system.
- 1.21** "Fuel Requirement" means the quantity of Gas required for Fuel and Lost and Unaccounted for Gas associated with rendering transportation service to the Shipper, calculated in accordance with section 11 of the GT&C.
- 1.22** "Gas" means methane and such other hydrocarbon constituents, or a mixture of two or more of them which, in any case, meets the quality specifications of the Tariff.
- 1.23** "Gas Imbalance" has the meaning ascribed to it in section 9 of the GT&C.
- 1.24** "Gigajoule" or "GJ" means the same as 1,000,000,000 joules and include the plural as the context requires.
- 1.25** "Gross Heating Value" means the total megajoules obtained by the complete combustion of one cubic metre of gas and air under conditions where the combustion reaction is at a constant absolute pressure of 101.325 kPa; the gas is free of all water vapour; the gas, the air, and the products of combustion are at a temperature of 15 degrees Celsius; and water formed by the combustion reaction is condensed to a liquid state.

Vector Pipeline Limited Partnership

Page 4

- 1.26** "Interruptible Transportation Agreement" means an agreement pursuant to which Transporter is obligated to provide interruptible Transportation service to a Shipper.
- 1.27** "Intra-day Nomination" is a nomination submitted after the nomination deadline whose effective time is as stated in section 5 of the GT&C.
- 1.28** "Joule" or "J" shall mean the work done when the point of application of a force of one newton is displaced a distance of one meter in the direction of force.
- 1.29** "kPa" means kilopascals of gauge pressure, unless absolute pressure is specified.
- 1.30** "Management of Balancing Agreement" means an agreement pursuant to which Transporter is obligated to provide management of balancing service to a Balancing Provider.
- 1.31** "Market Point," in connection with the Management of Balancing Agreement Toll Schedule, means the Delivery Point that is being balanced by a Balancing Provider on behalf of a Balancing Customer.
- 1.32** "Maximum Daily Quantity" is the maximum daily quantity of Gas Transporter will receive or deliver at each Receipt or Delivery Point in accordance with the terms of an effective Transportation Agreement.
- 1.33** "Mcf" means one thousand (1,000) Cubic Feet.
- 1.34** "MMcf" means one million (1,000,000) Cubic Feet.
- 1.35** "Month" means the period from 9:00 am CCT on the first Day of the calendar month and ending at 9:00 am CCT on the first Day of the next succeeding calendar month.
- 1.36** "NAESB" means the North American Energy Standards Board.
- 1.37** "NAESB Standards" means any and all such standards issued by NAESB and adopted by the Federal Energy Regulatory Commission.
- 1.38** "Negotiated Toll" means a toll or toll formula for computing a toll for service under a single toll schedule under which, for some portion of the contract term, one or more of the individual toll components may exceed the maximum or be less than the minimum component charge of the applicable toll, but shall not in any event exceed any overall maximum toll as set forth on Transporter's Statement of Tolls as found at Tab 8. A Negotiated Toll must be mutually agreed upon by Transporter and Shipper.
- 1.39** "OBA" or "Operational Balancing Agreement" means a contract between parties which specifies the procedures to manage operating variances at an interconnect.

otherwise administer and account separately for each Transportation Agreement.

- 5.7** Pursuant to NAESB Standards, the standard quantity for nominations, confirmation and scheduling is gigajoules per Day in Canada and dekatherms per Day in the United States.

For commercial purposes, the standard conversion factor between dekatherms and gigajoules is 1.055056 gigajoules per dekatherm. The standard Btu is the International Btu, which is also called the Btu(IT); the standard joule is the joule specified in the SI system of units.

- 5.8** To the extent Transporter is unable to complete a nomination confirmation pursuant to this section 5 due to inaccurate, untimely or incomplete data, Transporter shall undertake reasonable efforts to confirm the transaction on a non-discriminatory basis until such time that the transaction is adequately verified by the parties, rectified by other means such as utilization of a PALS-1 service, or Transporter determines that the nomination is invalid and it is then rejected.

6. PRIORITY OF SERVICE AND CURTAILMENT

- 6.1** Transporter shall have the right to curtail or discontinue transportation services, in whole or in part, on all or a portion of its system at any time for reasons of Force Majeure or when, in Transporter's sole discretion, capacity or operating conditions so require. Transporter shall provide Shipper such notice of such curtailment as is reasonable under the circumstances. Routine repair and maintenance is not deemed an emergency situation or an unexpected loss of capacity and will be scheduled by Transporter in a manner to avoid, wherever possible, the disruption of confirmed service.

- 6.2** If due to any cause whatsoever Transporter is unable on any day to deliver the quantities of Gas that Shippers would have received if such disability did not exist, then Transporter shall order curtailment by all Shippers affected in the following manner to the extent necessary to remove the effect of the disability. In effecting a curtailment, Transporter may, at its discretion, allow lower priority Gas to remain flowing in any instance where that would result in a lesser impact on the curtailment of higher priority Gas than would otherwise occur. In all other instances, curtailment shall be:

- (a) First, Shippers whose service was scheduled pursuant section 7.1(c). Transporter will curtail by price from lowest to highest, except curtailment will be pro rata on scheduled quantities among Shippers paying the same toll, and recognizing that Shippers paying the maximum toll will be curtailed last; and

- (b) Second, Shippers whose service was scheduled pursuant to sections 7.1(a) and 7.1(b). Transporter will curtail on a pro rata basis on scheduled quantities among all other similarly situated Shippers.

6.3 If the need for curtailment is caused by an event affecting only a specific Receipt/Delivery Point, curtailment will be (i) limited to Shippers scheduled at such Receipt/Delivery Point; and (ii) applied to those Shippers in accordance with the priorities set forth in section 6.2 above except that Shippers for which such point is a Primary Point will have priority over Shippers for which such point is an Alternate Point.

6.4 If system capacity or the need for curtailment is affected by Shipper imbalances, the supply or delivery of such Shipper having an imbalance will be curtailed first to reduce such imbalance.

7. SCHEDULING

7.1 Transporter shall schedule all Transportation quantities as nominated by Shippers in accordance with the operationally available capacity, as determined by Transporter on any Gas Day, and in accordance with the following priorities:

- (a) Firm transportation quantities within Shipper's Contracted Capacity flowing in the contractual direction and within the path from the Primary Receipt Point(s) and Primary Delivery Point(s) under the Firm Transportation Toll Schedules FT-1, FT-L, or FT-H, pro rata based on each Shipper's Contracted Capacity; provided a Shipper's Scheduled Quantity shall not exceed such Shipper's nomination;
- (b) Firm transportation quantities within Shipper's Contracted Capacity under Firm Transportation Toll Schedules FT-1, FT-L, or FT-H, where such quantities flow outside the path between Primary Receipt and Primary Delivery points or not in the contractual direction of Shipper's Contracted Capacity, pro rata based on each Shipper's Contracted Capacity; provided a Shipper's Scheduled Quantity shall not exceed such Shipper's nomination; and
- (c) Authorized Overrun and interruptible transportation service provided pursuant to the Interruptible Transportation Service Toll Schedule and Park and Loan Service provided pursuant to the Park and Loan Toll Schedule, by price from highest to lowest, except scheduling will be pro rata based on confirmed quantities among Shippers paying the same toll.

>15%

\$152.00 plus the Daily Index Price

The "Daily Index Price" shall equal the midpoint in the range of prices reported each day for "Alliance, into interstates" as published by Gas Daily. If Gas Daily is no longer available to Transporter, Transporter shall use Intercontinental Exchange's ICE for "Alliance Delivered".

- (b) Shipper's Net Imbalance shall be the net sum of Shipper's Daily Imbalances and any imbalance make up quantities. When expressed as a percentage, it shall be a percentage of the net imbalance to Shipper's Contracted Capacity. The Daily Imbalance for each Shipper will be the difference between the aggregate of Shipper's scheduled quantities and the aggregate quantities of Gas delivered by Transporter to Shipper at Delivery Point(s) for the Day.

9.2 Overrun Charge

- (a) Authorized Overrun Charge

If Shipper requests Transporter to deliver quantities of Gas in excess of Shipper's applicable Contracted Capacity, and Transporter agrees, Shipper shall be subject to an overrun charge in addition to the applicable tolls and any imbalance charges pursuant to this section, equal to the 100% load factor toll applicable to the service Shipper receives as specified in Shipper's Transportation Agreement per each GJ of Gas taken in excess of Shipper's Contracted Capacity.

- (b) Unauthorized Overrun Charge

If Shipper exceeds its Contracted Capacity without the approval of Transporter, Shipper shall be subject to an Overrun Charge in addition to the applicable toll charges and any imbalance charges pursuant to this section, equal to \$14.00 per GJ for each GJ of Gas taken in excess of Shipper's Contracted Capacity.

9.3 Imbalance Offsets

- (a) Shippers may trade imbalances, provided such trade(s) will not have an adverse impact on Transporter's operations and transportation revenues. All imbalances incurred by a Shipper will be aggregated and netted at Shipper's most upstream Primary Receipt Point.
- (b) Shippers must nominate imbalance trades. Such nominations will be processed seven (7) days a week, but may only be processed between 9:00 am and 5:00 pm Central Clock Time. Transporter will assist imbalance trades by posting imbalances on its Web Site. Imbalances will be posted only at the request of Shipper and remain posted for the lesser of ten (10) days or until Shipper requests its removal. Transporter shall not be liable

- 11.4** Where the U.S. Pipeline provides Shipper with upstream connecting transportation service, Transporter may delegate the responsibility of collecting Shipper's Fuel Requirement to the U.S. Pipeline.

12. BILLING

Transporter shall render an invoice to Shipper for each Month for (i) all services provided pursuant to the Tariff during the preceding Month; and (ii) any other charges for which Shipper is liable under the Tariff or Shipper's other obligations. Pursuant to NAESB Standards, unless otherwise agreed, Transportation invoices shall state the net billing toll, rather than the maximum discount Tariff toll and the discount amount. The imbalance statement shall be rendered prior to or with the invoice, and the invoice shall be prepared on or before the 9th Business Day after the end of the production month. Rendered is defined as postmarked, time-stamped, and delivered to the designated site. Prior period adjustment time limits shall be 6 months from the date of the initial invoice and 7 months from date of initial invoice with a 3-month rebuttal period, excluding government-required toll changes. This standard shall not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact. Parties' other statutory or contractual rights shall not otherwise be diminished by this standard. Prior period adjustments shall be reported by production date, but do not have to be invoiced separately by production month, nor is each production month a separate paper invoice page.

13. PAYMENTS

- 13.1** All payment for invoices due to Transporter by Shipper shall be made to a depository designated by Transporter via electronic funds transfer on or before the Payment Due Date. Pursuant to NAESB Standards, the party making payment shall submit supporting documentation; the party receiving payment shall apply payment per supporting documentation provided by the paying party, and if payment differs from the invoiced amount, remittance detail shall be provided with the payment. Invoice number(s) shall be identified on all payments. If presentation of an invoice to Shipper is delayed after the 9th Business Day of the month, the Payment Due Date shall be extended by an equal number of Business Days, unless Shipper is responsible for such delay.

which shall be in exclusive control and possession of the Gas shall be responsible for all injury or damage caused thereby to any third party except any injury or damage caused by Gas provided by Shipper that fails to conform with the specifications set forth in section 2 of the GT&C. In the absence of negligence, bad faith, fault or willful misconduct on the part of Transporter, Shipper waives any and all claims and demands against Transporter, its officers, employees or agents, arising out of or in any way connected with (i) the quality, use or condition of the Gas after delivery from Transporter for the account of such Shipper, and (ii) any losses or shrinkage of Gas during or resulting from Transportation hereunder.

15. DELIVERY PRESSURE

15.1 All Gas tendered by or on behalf of Shipper to Transporter shall be tendered at the Receipt Point(s) at Transporter's prevailing pressure at that Receipt Point, or at such pressure as Transporter and an interconnecting party may agree to.

15.2 All Gas delivered by Transporter to Shipper or on Shipper's behalf to the facilities of an interconnecting party shall be delivered at Transporter's line pressure at the Delivery Point(s), or as agreed to by Transporter and the interconnecting party.

16. UNIFORM HOURLY FLOWS

16.1 At each Receipt Point and Delivery Point, Shippers and operators of a point of interconnection shall use reasonable efforts to deliver, or cause to be delivered, Gas at reasonably uniform hourly and daily rates of flow, except as provided in Toll Schedules FT-H and OVS; provided, however, an operator of a point of interconnect may request that Transporter change the rates of delivery or receipt. Transporter may do so to the extent that it determines in its sole discretion that such requested may be granted without adversely affecting its service on, or the operations of, Transporter's system.

16.2 Transporter shall, to the extent reasonable, deliver volumes for Shipper's account concurrently with its receipt of volumes at the Receipt Point. It is recognized that the parties may be unable to control exactly the quantities of Gas received and delivered on any Day, or during any hour thereof for Toll Schedules FT-H, OVS and MBA, and that the quantities received by Transporter may vary from the quantities delivered on any Day, or during any hour thereof for Toll Schedules FT-H, OVS and MBA.

Such variations shall be kept to a minimum and shall be balanced as soon as practicable. Unless agreed otherwise by Transporter, Shipper and Transporter shall manage the receipts and deliveries so that the difference between receipt quantities and delivery quantities shall be kept as near zero as practicable, taking into account fuel reimbursement and other deductions. Further, Transporter shall be under no obligation to accept from Shipper, Gas in excess of the Scheduled

Quantity for the Receipt Point for that Day.

17. WARRANTY OF TITLE

Shipper warrants that it owns or controls, has the right to deliver or have delivered for its account, the Gas that is delivered to Transporter under the applicable service agreement. Shipper shall indemnify and hold harmless Transporter against all claims, actions or damages arising from any adverse claims by third parties claiming an ownership interest in the Gas delivered for transport to Transporter under the applicable service agreement.

Vector Pipeline Limited Partnership

Page 24

18. FORCE MAJEURE

18.1 If either Transporter or Shipper fails to perform any obligations under the Tariff due to an event of Force Majeure as defined in section 1.19, such failure shall be deemed not to be a breach of such obligations and neither party shall be liable in damages or otherwise as a result of an event of Force Majeure. A party that fails to perform any obligations under the Tariff where such failure is caused by an event of Force Majeure shall promptly remedy the cause of the Force Majeure insofar as it is reasonably able to do so.

18.2 Notwithstanding the above provisions, no event of Force Majeure shall:

- (a) Relieve any party from any obligation or obligations pursuant to the Tariff unless such party gives notice with reasonable promptness of such event to the other party;
- (b) Relieve any party from any obligation or obligations pursuant to the Tariff after the expiration of a reasonable period of time within which, by the use of its due diligence, such party could have remedied or overcome the consequences of such event of Force Majeure; or
- (c) Relieve either party from its obligations to make payments of amounts as provided in the applicable Toll Schedule, subject to any credit provided for in the applicable Toll Schedule and GT&C section 34.

18.3 In the event of Force Majeure, Transporter shall curtail delivery of Gas to Shippers in accordance with section 6 hereof.

18.4 When the failure by either party to perform any obligation under the Tariff is, by virtue of the provision of section 18.1, deemed not to be a breach of such obligation, then the time for the performance of such obligation shall be extended by a number of days equal to the number of days during which the relevant event of Force Majeure existed.

19. NOTICES

Unless otherwise provided in this Tariff, all communications and notices shall be via Transporter's Web Site and/or through internet e-mail. If notice or communication is made in writing, it shall be considered as duly presented, rendered, or delivered when received.

20. MODIFICATION

No modification of the terms and provisions of a Transportation Agreement shall be made except in writing executed by Transporter and Shipper.

effect the service requested by Shipper. Transporter may waive this requirement at its discretion, on a non-discriminatory basis.

For the purposes of this section, Transporter's construction, acquisition, and/or installation costs shall include, but shall not be limited to: Transporter's design costs, equipment costs, labour costs, material costs, supervision costs, construction financing costs (including a return on equity), taxes (whether income or otherwise), filing fees, right of way costs and permitting costs. Nothing in this section shall be construed to require Transporter to seek authorization to construct any facilities.

25. REQUEST FOR SERVICE AND ALLOCATION OF CAPACITY

Subject to any conditions set forth in the applicable Toll Schedules, this section shall govern: requests for service under all of Transporter's Toll Schedules; accommodating requests for firm service; posting and awarding of firm capacity; and capacity reserved for expansion projects.

25.1 All Shippers requesting service from Transporter must provide the following information in writing to Transporter. Completed requests should be sent to:

Vector Pipeline Limited Partnership
c/o Vector Pipeline Limited
38705 Seven Mile Road, Suite 490
Livonia, Michigan 48152
United States
Attention: President
Fax: (734) 462-0231
Email: Vector@vector-pipeline.com

Any request shall include the following information:

- (a) Shipper information:
 - (i) Shipper's legal name in full and DUNS number.
 - (ii) Shipper's mailing address for notices and billing.
 - (iii) Shipper's street address if different from above.
 - (iv) The name(s), telephone number(s) and fax number(s) of Shipper employees responsible for nominations and/or dispatching.
 - (v) The name(s), telephone number(s) and fax number(s) of Shipper employees responsible for payment of invoices.

- (vi) The name(s), telephone number(s) and fax number(s) of Shipper employees responsible for other matters.
- (vii) Whether the Shipper is affiliated with Transporter.
- (b) Type of service requested.
- (c) Requested Contract Quantity for Toll Schedules FT-1, FT-L or FT-H service stated in GJ per day and Hourly Delivery Period (4 to 20 hours) and Hourly Delivery Quantity (GJ per hour) for Toll Schedule FT-H service (if applicable).
- (d) Requested date of commencement of service (if applicable).
- (e) Requested term of service (if applicable).
- (f) Requested Receipt Point(s) and Delivery Point(s), identified by NAESB Common Code, together with the name of the entity delivering Gas to Transporter and the name of the entity to receive Gas from Transporter (if applicable).
- (g) A copy of a signed Agency Notification Form, available on Transporter's Web Site, from Shipper authorizing agent to act on behalf of the Shipper to secure the service requested. If agent requests service on behalf of a Shipper, the agent shall provide the name, address, telephone number and primary business of the Shipper (if applicable).

25.2 Accommodating Requests for Firm Service

- (a) Subject to the provisions of GT&C section 32, requests for firm services shall be fulfilled with the requested service offering the greatest economic value for the capacity available as defined in GT&C section 25.2(b). If the economic values, as determined below, of separate service requests are equal, then service shall be offered in sequence starting with the request for such service with the earliest date. If separate service requests have equal economic values and the same date of request, service shall be offered to such requests on a pro-rata basis.

- (b) The economic value of a request(s) for service shall be the net present value of the reservation and/or fixed charges per GJ that Shipper would pay at the tolls Shipper has requested, which shall not be less than the minimum toll nor greater than the maximum tolls as stated on the currently effective Tariff sheet governing such services over the term of service specified in the request(s), utilizing as the annual discount factor an interest rate equal to the rate currently being utilized for such purpose by Transporter's interconnected affiliate pipeline, Vector Pipeline L.P., and shall incorporate such factors as service commencement date, days of service and term (not to exceed a ten (10) year contract term unless such a contract term would create a higher economic value for a bid(s) where competing bids have otherwise equal economic value). For the purpose of economic evaluation, Transporter may aggregate two or more bids and award the available capacity to the combination of bids that results in the highest net present value. Transporter may specify economic evaluation criterion, including any minimum bid requirements, which differ from this section 25.2(b) as part of an open season expansion announcement.
- (c) Transporter shall tender Transportation Agreements to potential Shipper(s) whose request(s) for firm service can be accommodated through the capacity that becomes available in accordance with the order established under section 25.2(a). Executed Transportation Agreements shall be returned to Transporter within five (5) business days, but in any event must be received prior to the nomination deadline for the new service. Transporter may specify an alternative requirement for returning executed Transportation Agreements as part of an open season expansion announcement.
- 25.3 Posting and Awarding of Firm Capacity

Transporter shall post on its Web Site and award firm transportation capacity that is currently available, will become available on its system, and/or expansion capacity, in accordance with this section 25.3. Transporter shall have the right to conduct open seasons for expansion projects. Any posting of available or expansion capacity will be conducted for a period of five (5) business days, except where: (i) the available capacity has a start date nomination deadline that is less than the five (5) business days that would otherwise apply, or (ii) Transporter elects to specify a longer bid period with a begin date and end date for an identified amount of available capacity or in an open season for expansion capacity. Any existing capacity that is not awarded at the end of the initial posting shall remain posted as available capacity and shall be awarded on a first come, first served basis on terms acceptable to Transporter and consistent with the applicable Toll Schedule. The posting will include the following:

Vector Pipeline Limited Partnership

- (a) The location of capacity that is currently available or will become available and/or proposed expansion capacity;
- (b) The total quantity;
- (c) The date capacity is available or proposed to be available if expansion capacity; and
- (d) Such other terms and conditions that may be appropriate in an open season that includes expansion capacity.

The award(s) of capacity shall be made in accordance with GT&C section 25.2, unless otherwise stated in an expansion open season announcement.

25.4 Capacity Reserved for Expansion Projects

- (a) Notwithstanding any other provision of this section 25, Transporter may, but shall not be obligated, to reserve for expansion projects capacity which is currently available or will become available. For purposes of this Section 25.4, there are four types of capacity that Transporter may reserve subject to the conditions detailed below:
 - (i) Capacity posted on Transporter's Web Site as currently available capacity that has been posted for the initial five (5) day bid period pursuant to GT&C section 25.3;
 - (ii) Capacity which has been posted for bidding pursuant to the provisions of GT&C section 27 and for which no acceptable bids have been received;
 - (iii) Capacity which is turned back to Transporter in response to a direct solicitation from Transporter to existing capacity holders for permanent releases of capacity to serve an expansion project; and
 - (iv) Capacity which is to be returned to Transporter in the future by an existing capacity holder at the expiration of that capacity holder's contract term(s), where specific contract renewal rights or those renewal rights provided for in GT&C section 27 do not apply or have expired. Prior to reserving such future expiring contract capacity Transporter must post such capacity on its Web Site in accordance with GT&C section 25.3.
- (b) Any capacity reserved by Transporter must be posted on its Web Site as reserved. The posting may be updated to reflect: additional capacity which becomes available pursuant to section GT&C 25.4(a); or decreased capacity due to the level of acceptable bids obtained during an expansion

open season. The reservation posting shall include, but not be limited to, the following information:

- (i) A description of the expansion project for which the capacity is being reserved;
- (ii) The quantity of capacity being reserved;
- (iii) The location of the reserved capacity on the pipeline system, including applicable points of receipt and delivery; and
- (iv) The estimated in-service date of the expansion project.

Transporter may only reserve capacity for an expansion project for which an open season has been held or will be held within one (1) year of the date that Transporter posts such capacity on Transporter's Web Site as being reserved. Transporter will not, absent NEB approval, accept advance payments to reserve capacity under this section 25.4. In the event capacity reserved via GT&C section 25.4(a) is sufficient to satisfy all acceptable binding open season bids without the need to file for an expansion, Transporter will continue to reserve capacity equal to such Shipper(s)' bids until the agreed upon effective date(s), pending the execution of Transportation Agreement(s). Any capacity reserved pursuant to this section 25.4 which is no longer needed to meet open season binding bids shall be removed from the posting of reserved capacity and shall be posted, subject to the provisions of GT&C section 25.3, as generally available within thirty (30) days of the date the capacity becomes available, subject to then existing commitments for the capacity.

- (c) Any capacity reserved under this section 25.4 shall be made available for transportation service on a limited-term basis up to the later of the actual (or proposed if not built) in-service date of the expansion project(s) or the effective date(s) of acceptable binding open season bid(s). Transporter shall post and award such capacity pursuant to GT&C section 25.3. For such limited-term agreements, GT&C section 27 (ROFR) shall not apply and shall be noted on Exhibit A to the Transportation Agreement, as applicable. Transporter will indicate in the posting of the limited-term capacity that GT&C section 27 (ROFR) does not apply. Reservation of capacity shall not in any way modify or limit existing capacity holders' rights under GT&C section 27.

Vector Pipeline Limited Partnership

26. CREDITWORTHINESS

26.1 Shipper shall provide to Transporter and maintain at all times to the satisfaction of Transporter proof of creditworthiness as follows:

- (a) Shipper (or an Affiliate which guarantees Shipper's obligations under a Transportation Agreement) has an investment grade rating for its long term senior unsecured debt from a recognized rating agency. The minimum acceptable rating from each of the indicated rating agencies is:

Moody's	Baa3 or better
S&P	BBB- or better
DBRS	BBB or better
CBRS	B++ or better

wholly liable to Transporter for Shipper's total Contracted Capacity through the term of Shipper's Transportation Agreement and Transporter may seek payment from Shipper if Shipper's assignee fails to meet its obligations under the Transportation Agreement or Transporter's Tariff.

27. SERVICE AGREEMENT EXTENSION AND RIGHT OF FIRST REFUSAL

27.1 If a Shipper, prior to the expiration of a Firm Transportation Agreement which is at the maximum applicable toll (as per Tab 8 of the Tariff) and such toll has been charged for a term of twelve (12) or more consecutive months of service, or for a negotiated toll contract in effect as of March 27, 2000, elects to extend the Firm Transportation Agreement for less than the automatic extension period provided therein, or if the Firm Transportation Agreement applies the applicable maximum toll for a term of twelve (12) or more consecutive months of service and contains no automatic extension provision, Transporter at its option shall either accept Shipper's requested extension period, or shall require Shipper to exercise its right of first refusal ("ROFR") by making the capacity under the Firm Transportation Agreement available in accordance with the following procedures. Transporter shall post the capacity for bidding on its Web Site no later than 180 days prior to the expiration of Shipper's Firm Transportation Agreement. The capacity will remain posted on the Web Site for a minimum of 20 days ("ROFR Bidding Period") with such posting containing the following information with respect to the capacity:

- (a) Daily and other applicable quantity limitations of capacity available;
- (b) Receipt and Delivery Points;
- (c) Maximum reservation charge;
- (d) Any applicable restrictions; and
- (e) The last day of the ROFR Bidding Period.

Transporter may require bidders to ensure that offers are bona fide by providing financial assurances satisfactory to Transporter.

A Shipper's ROFR rights may be exercised for all or a portion of the contracted MDQ for its full primary path of transport as delineated in the Firm Transportation Agreement.

27.2 Upon conclusion of the ROFR Bidding Period, Transporter shall evaluate the bids in a manner consistent with NAESB Standard 5.3.3 (version 1.6) as amended from time to time provided that the term used for purposes of the formula will be the lesser of the term proposed by the bidder or five years; and provided further that any bid toll higher than the maximum toll for firm Transportation service for

29. NORTH AMERICAN ENERGY STANDARDS BOARD (NAESB) STANDARDS

All NAESB Standards are incorporated in and form a part of these General Terms and Conditions. To the extent there is any inconsistency between any NAESB Standard and any approval, order, rule, or regulation established by the National Energy Board ("NEB Standard"), the NEB Standard shall prevail.

30. DEFAULT AND TERMINATION

30.1 Except where different procedures for termination of a Transportation Agreement are expressly provided in the GT&C, if Transporter or Shipper shall fail to perform any of the covenants or obligations imposed upon it under any Transportation Agreement into which these General Terms and Conditions are incorporated, then in such event the other party may, at its option, terminate such Transportation Agreement by proceeding as follows: The party not in default shall cause a written notice to be served on the party in default stating specifically the default under the Transportation Agreement and declaring it to be the intention of the party giving the notice to terminate such Transportation Agreement; thereupon the party in default shall have 10 days after the service of the aforesaid notice in which to remedy or remove the cause or causes stated in the default notice, and if within said 10 day period the party in default does so remove and remedy said cause or causes and fully indemnifies the party not in default, such default notice shall be withdrawn and the Transportation Agreement shall continue in full force and effect.

30.2 In the event the party in default does not so remedy and remove the cause or causes, or does not indemnify the party giving the default notice for any and all consequences of such default within the said period of 10 days, then, at the option of the party giving such default notice, the Transportation Agreement shall terminate.

30.3 Any termination of the Transportation Agreement pursuant to the provisions of this section 30 shall be without prejudice to the right of Transporter to collect any amounts then due to it for Gas delivered or service provided prior to the date of termination, and shall be without prejudice to the right of Shipper to receive any Gas which it has not received but the transportation of which has been paid prior to the date of termination, and without waiver of any other remedy to which the party not in default may be entitled for breaches of the Transportation Agreement.

30.4 A Shipper shall indemnify and save harmless the Transporter from any damage, loss, costs or consequential loss incurred by the Transporter or any other party as a result of such Shipper's failure to comply with any provision of this Tariff or as a result of such Shipper's failure to comply with any provision of a Transportation Agreement.

34. RESERVATION CHARGE CREDITING MECHANISM

34.1 General Rule and Applicability

(a) Unless GT&C section 34.2 applies, in the event Transporter is unable to make deliveries of the quantities of Gas to which Shipper has firm entitlements on any day and which Shipper has nominated for delivery from a Primary Receipt Point to a Primary Delivery Point under a firm Toll Schedule, Transporter shall provide a credit applicable to the quantity of Gas that was nominated and confirmed by Shipper's supplier but not delivered by Transporter; provided however, Transporter shall not be relieved of the obligation to provide credits for failure to confirm a nomination for reasons within its control. Such credit shall be calculated using Shipper's daily Reservation Charge, subject to the provisions of GT&C 34.3 for a Shipper receiving assigned Contracted Capacity. The quantity of Gas to which the credit shall apply shall be the following:

- (i) the quantity Shipper has nominated, and which has been confirmed, for the Gas Day less the quantity scheduled for delivery at Shipper's Primary Delivery Point; or
- (ii) when Transporter has given advance notice of the unavailability of service, the average of the preceding seven (7) days' daily quantities nominated and confirmed to the Shipper's Primary Delivery Point immediately preceding the service interruption; less the quantity scheduled for delivery at Shipper's Primary Delivery Point; provided, however, that if Transporter's notice of a non-Force Majeure service interruption is not provided until after the Timely Nomination cycle deadline then the seven (7) days' average will not be applicable. To the extent the preceding seven (7) days of history are not available due to the underlying service agreement being new or seasonal in nature, Transporter shall use the number of days of history available for such service in calculating the average, with a minimum of one (1) day; provided, however, if no history exists then GT&C section 34.1(a)(i) shall apply.

34.2 Exceptions. Transporter shall not be obligated to credit the Reservation Charge when Transporter's failure to deliver Gas to Shipper is:

- (a) due to the conduct or operations of the downstream point operator of the facilities at a Primary Delivery Point including, but not limited to:
 - (i) damage or malfunction of the downstream point operator's facilities; or

- (ii) the inability of the downstream point operator to receive gas at Shipper's contract delivery pressure (if any) or Transporter's prevailing mainline pressure; provided, however, that if damage or malfunction of the point operator's facilities is at the same location as Transporter's facilities which also incurred damage and are inoperable, and such damage or inoperability results in an inability to deliver, a credit shall apply under the terms hereof, except as provided in (c) below, until such time as Transporter's facilities are placed back in service;
- (b) due to the conduct of the upstream operator of the facilities at the applicable Point(s) of Receipt, including, without limitation, the refusal to deliver any quantity of Gas into Transporter's pipeline that was available to receive;
- (c) due to the installation of new facilities that are designed, in whole or in part, to provide service to a specific Shipper, and as a result deliveries to such Shipper through such facilities are not made;
- (d) due to the Shipper being unable to take the Scheduled Quantity for any reason including, without limitation, an outage on Shipper's system, whether planned or unplanned;
- (e) due to the Shipper nominating for the same Gas Day all or a portion of the Timely Cycle restricted Gas quantities, resulting in the scheduling of such restricted Gas quantities during any subsequent nomination cycle by use of an Alternate Receipt Point and/or an Alternate Delivery Point, at the Shipper's option;
- (f) due to such failure occurring within ten (10) days following a Force Majeure event under GT&C section 19; or
- (g) due to mutual agreement by Transporter and Shipper to allow Transporter to schedule transportation, in excess of such Shipper's contracted MDQ, of some or all of the quantity otherwise eligible for a Reservation Charge credit within an agreed-upon period of time, in which event Transporter shall be relieved of its obligation to provide Reservation Charge credits for such quantity.

With respect to exceptions (a), (b), and (d), any exemption from crediting reservation charges for amounts not delivered is limited to events not within the control of Transporter and solely due to the conduct of other parties, including a Shipper or a third party, *i.e.*, an upstream or downstream facilities operator.

34.3 Reservation Charge credits applicable to assigned Contracted Capacity. To the extent that a Shipper, which has received either a temporary or permanent Contracted Capacity assignment, is to receive a Reservation Charge credit pursuant to GT&C section 34.1, such Reservation Charge credit shall be calculated using the lesser of the assignee's daily Reservation Charge or the original assignor's daily Reservation Charge. The credit to an assignor in such Month applicable to the assigned capacity as provided for in Article 9 to the applicable firm service toll schedule shall be unaffected by any such GT&C section 34 credits to the assignee.

35. LIMITED LIABILITY

Except as otherwise provided herein, in no event shall Transporter or Shipper be liable to the other for special, indirect, consequential (including loss of profits), incidental or punitive damages whether or not such damages arise out of breach of contract, negligence, tort, strict liability; provided, however, unless otherwise agreed to by Transporter and Shipper. The foregoing shall not limit Transporter's liability, if any, to Shipper, nor Shipper's liability, if any, to Transporter, arising out of gross negligence, willful misconduct, or bad faith actions. Nothing herein shall limit Transporter's liability, if any, to Shipper, nor Shipper's liability, if any, to Transporter, for direct damages.

Form of FT-1, FT-L and FT-H Firm Transportation Agreement
Permanent Assignment Sheets - Final Form

OR

[Shipper shall pay negotiated toll in accordance with Transporter's currently effective Toll Schedule FT-__.]

Section 4. 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 certified mail or fax 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 by ordinary mail. 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@vector-pipeline.com, or to:

Vector Pipeline Limited Partnership
c/o Vector Pipeline Limited
38705 Seven Mile Road, Suite 490
Livonia, Michigan 48152
United States
Attention: President
Fax: (734) 462-0231

Notices to Shipper under this Agreement shall be addressed to:

Company
Address
City, State, Zip
Attention: _____
Telephone: (xxx) xxx-xxxx
Fax: (xxx) xxx-xxxx

Wire transfer payments to Transporter shall be accompanied with the instructions "to credit the account of Vector Pipeline Limited Partnership." and shall be sent to the following bank and account number:

Vector Pipeline Limited Partnership
Toronto Dominion Bank - Edmonton
Edmonton, AB
Account Number: 0701 0572337
Bank Code/Transit Number: 004-82389
SWIFT: TDOMCATT

Remittance detail supporting wire transfer payments to Transporter, and any notice, request or demand regarding statements, bills, or payments shall be mailed to the following address:

Exhibit A
To
FT-__ Firm Transportation Agreement No. _____
Under Toll Schedule FT-__
Between
Vector Pipeline Limited Partnership and _____

Primary Term: _____
Contracted Capacity: _____ GJ/Day
Primary Receipt Points: _____
Primary Delivery Points: _____
Toll Election (maximum or negotiated): _____
Hourly Delivery Period (FT-H only): _____ hours
Maximum Hourly Delivery Quantity (FT-H only): _____ GJ/hour

Form of Interruptible Transportation Agreement Sheet - Final Form

Section 3. Tolls

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

Section 4. 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 certified mail or fax 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 by ordinary mail. 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@vector-pipeline.com, or to:

Vector Pipeline Limited Partnership
c/o Vector Pipeline Limited
38705 Seven Mile Road, Suite 490
Livonia, Michigan 48152
United States
Attention: President
Fax: (734) 462-0231

Notices to Shipper under this Agreement shall be addressed to:

Company
Address
City, State, Zip
Attention: _____
Telephone: (xxx) xxx-xxxx
Fax: (xxx) xxx-xxxx

Wire transfer payments to Transporter shall be accompanied with the instructions "to credit the account of Vector Pipeline Limited Partnership." and shall be sent to the following bank and account number:

Vector Pipeline Limited Partnership
Toronto Dominion Bank - Edmonton
Edmonton, AB
Account Number: 0701 0572337
Bank Code/Transit Number: 004-82389
SWIFT: TDOMCATT

Form of Agreement for Management of Balancing Agreement
Sheets - Final Form

Section 3. 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 service in any twelve (12) consecutive months.

Section 4. 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.

Section 5. Operating Procedure

5.1 Balancing Provider shall conform to the operating procedures set forth in Transporter's GT&C.

Section 6. Toll(s), Toll 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 Toll Schedule MBA, or superseding toll schedule(s), on file with and subject to the jurisdiction of the National Energy Board.

6.2 Unless otherwise mutually agreed to, Balancing Provider shall pay Transporter for services hereunder the maximum applicable tolls and charges, as established under Toll Schedule MBA and set forth on the Statement of Tolls in Transporter's effective National Energy Board Gas Tariff, including any applicable surcharges.

6.3 Transporter shall have the unilateral right from time to time to propose and file with the National Energy Board such changes in the tolls and charges applicable to Management of Balancing Agreement service pursuant to this Agreement, the toll 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.

Section 7. Miscellaneous

7.1 This Agreement shall be interpreted according to the laws of the Province of Ontario.

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 certified mail or fax with all postage or charges prepaid, to either Transporter or Shipper, at the

**EXHIBIT A TO
AGREEMENT FOR
MANAGEMENT OF BALANCING AGREEMENT SERVICE
UNDER TOLL 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 MBA Agreement _____

Form of Operational Balancing Agreement Sheet - Final Form

FORM OF AGREEMENT FOR OPERATIONAL BALANCING AGREEMENT

**OPERATIONAL BALANCING AGREEMENT
BETWEEN
VECTOR PIPELINE LIMITED PARTNERSHIP
AND**

This OPERATIONAL BALANCING AGREEMENT ("OBA" or "Agreement") is made and entered into by and between Vector Pipeline Limited Partnership ("Vector"), with an office at 38705 Seven Mile Road, Suite 490 Livonia, Michigan 48152 United States and _____ ("Shipper"), with offices at _____ (collectively the "Parties" or individually as "Party"), this ____ day of _____, _____.

WITNESSETH

WHEREAS, the facilities operated or to be operated by Vector and Shipper are 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, Vector and/or Shipper (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 will be delivered or received at each Location. Such

Form of Operational Variance Service Agreement Sheet – Final Form

3.2 Unless otherwise mutually agreed to, Shipper shall pay Transporter for services hereunder the maximum applicable tolls and charges, as established under Toll Schedule OVS and set forth on the Statement of Tolls in Transporter's effective National Energy Board Gas Tariff, including any applicable surcharges.

3.3 Shipper shall pay Transporter for any applicable Daily Overrun Charges, calculated in accordance with Toll Schedule OVS.

3.4 Transporter shall have the unilateral right from time to time to propose and file with the National Energy Board such changes in the tolls and charges applicable to Operational Variance Service pursuant to this Agreement, the toll schedule(s) 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.

Section 4. 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 certified mail or fax 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 by ordinary mail. 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@vector-pipeline.com, or to:

Vector Pipeline Limited Partnership
c/o Vector Pipeline Limited
38705 Seven Mile Road, Suite 490
Livonia, Michigan 48152
United States
Attention: President
Fax: (734) 462-0231

Notices to Shipper under this Agreement shall be addressed to:

Company
Address
City, State, Zip
Attention: _____
Telephone: (xxx) xxx-xxxx
Fax: (xxx) xxx-xxxx