

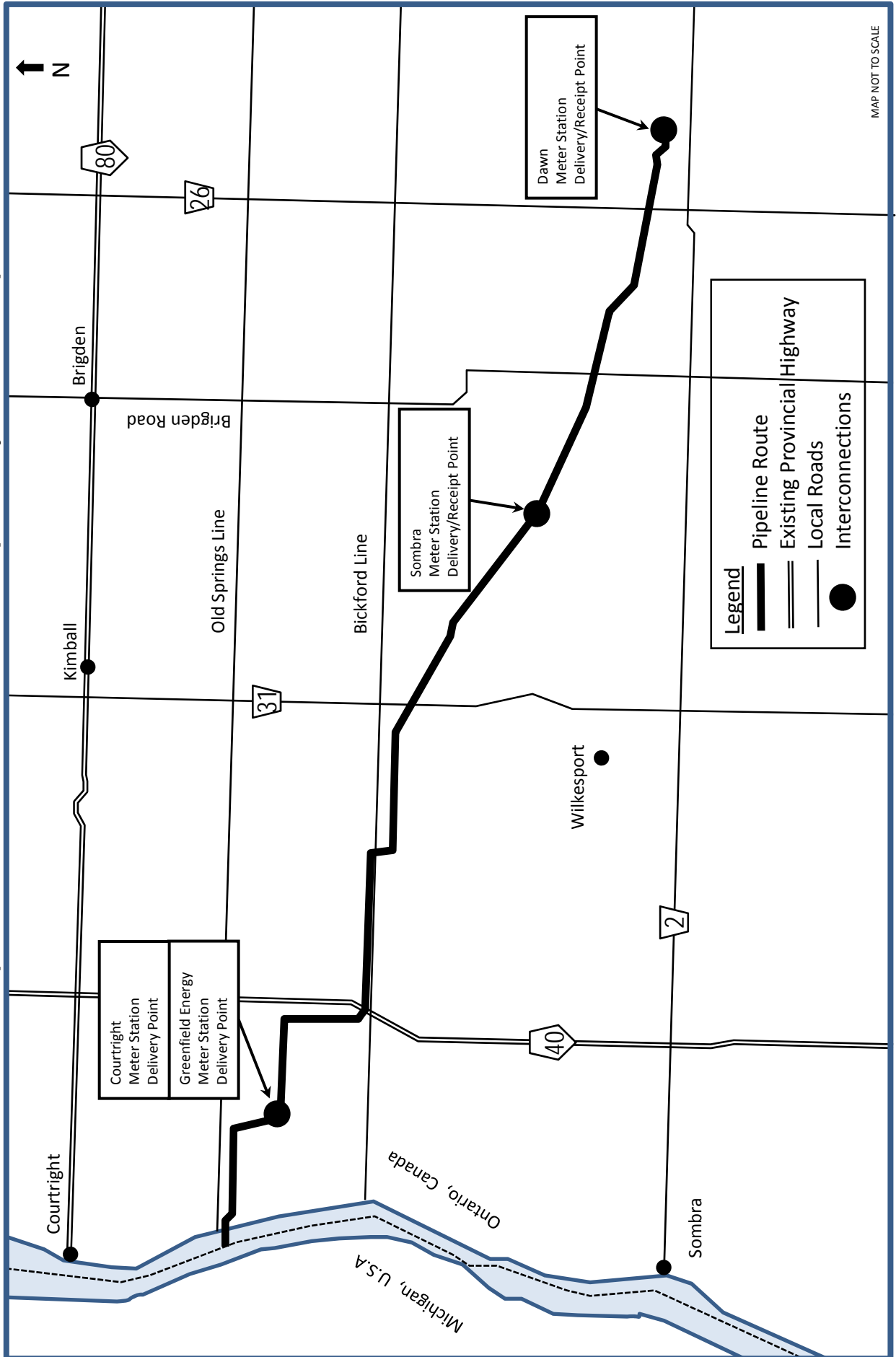
Blackline Tariff Sheets

Table of Contents

Tab Subject

1. System Map
2. Toll Schedule FT-1 Firm Transportation Service
 Toll Schedule FT-L Limited Firm Transportation Service
 Toll Schedule FT-H Hourly Firm Transportation Service
3. Toll Schedule IT-1 Interruptible Transportation Service
4. Toll Schedule PALS-1 Park and Loan Service
5. Toll Schedule TTS Title Transfer Service
6. Toll Schedule MBA Management of Balancing Agreement Service
7. General Terms and Conditions
8. Statement of Tolls
9. Appendices
 - (1) Form of FT-1, FT-L and FT-H Firm Transportation Agreement
 - (2) Form of FT-1, FT-L and FT-H Firm Transportation Agreement
 Permanent Assignment
 - (3) Form of Interruptible Transportation Agreement
 - (4) Form of Park and Loan Service Agreement
 - (5) Form of Title Transfer Service Agreement
 - (6) Form of Agreement for Management of Balancing Agreement
 - (7) Form of Operational Balancing Agreement
 - (8) Form of FT-1, FT-L and FT-H Firm Transportation Agreement
 Temporary Assignment

Vector Pipeline Limited Partnership - System Map



Toll Schedule FT-1 Sheet - Blackline

ARTICLE 4: POINTS OF RECEIPT AND DELIVERY

- 4.1** The Receipt Point(s) at which Transporter shall receive Gas for Transportation hereunder shall be those points listed ~~at~~in Exhibit A to Shipper's FT-1 Firm Transportation Agreement. Shipper's FT-1 Firm Transportation Agreement shall designate Shipper's Primary Receipt Points. Shipper shall have the right to utilize all other Receipt Points as Alternate Receipt Points, subject to availability and at a toll equal to the applicable maximum toll, unless otherwise agreed to by the parties, where applicable, and subject to the provisions of the GT&C.
- 4.2** The Delivery Point(s) at which Transporter shall deliver Gas for Shipper's account under this Toll Schedule shall be those points listed ~~at~~in Exhibit A to Shipper's Transportation Agreement. Shipper's FT-1 Firm Transportation Agreement shall designate Shipper's Primary Delivery Point(s). Shipper shall have the right to utilize all other Delivery Point(s) as Alternate Delivery Point(s), subject to availability at a toll equal to the applicable maximum toll, unless otherwise agreed to by the parties, where applicable, and subject to and the provisions of the GT&C.
- 4.3** Transporter and Shipper may, from time to time and by mutual agreement, add, change, or delete Primary Receipt Point(s) or Primary Delivery Point(s) as designated in Exhibit A to Shipper's FT-1 Firm Transportation Agreement.
- (a) Transporter shall agree to a change in Primary Receipt Point(s) or Primary Delivery Point(s) subject to the availability of mainline firm capacity and firm capacity at the requested points, subject to prior-in-time pending requests for firm service at the requested new point(s), and to the extent Transporter and Shipper agree on an appropriate toll for such service.
 - (b) Changes allowed to Primary Receipt Point(s) or Primary Delivery Point(s) will not increase or decrease Shipper's Contracted Capacity. Once a change in Primary Receipt Point(s) or Primary Delivery Point(s) has been authorized by Transporter, Shipper's rights at specific Primary Receipt Point(s) or Primary Delivery Point(s) will be adjusted to reflect the authorized change.
 - (c) Transporter shall not accept any requested change in Primary Receipt or Delivery Point(s) if to do so would, in Transporter's sole judgment, impair Transporter's ability to satisfy existing firm obligations.
 - (d) To request a change in the Primary Receipt Point(s) and/or the Primary Delivery Point(s), Shipper must provide Transporter with two (2) Business Days prior notice in the form of a written request accompanied by an amended Exhibit A to Shipper's FT-1 Firm Transportation Agreement. Transporter will provide Shipper with written notice within one (1) Business Day after receipt whether the requested change has been

Toll Schedule FT-L Sheet - Blackline

- I. the applicable Reservation Charge (as stated in the Statement of Tolls or as otherwise negotiated between Shipper and Transporter) multiplied by Shipper's Contracted Capacity;
 - II. the applicable Usage Charge, (as stated in the Statement of Tolls or as otherwise negotiated between Shipper and Transporter) multiplied by either (i) the total quantity of Gas actually delivered for Shipper's account if OBAs are not in effect for Shipper's Receipt and Delivery Points, or (ii) the scheduled quantity of Gas for Shipper's account where OBAs are in effect for Shipper's Receipt and Delivery Points, within Contracted Capacity during the month, pursuant to Shipper's FT-L Limited Firm Transportation Agreement, less the Fuel Requirement during the Month.
- 3.4** Nothing in this section 3 shall be construed as in any way relieving Shipper from its obligation to pay any adjustments or other charges calculated in accordance with the GT&C.

ARTICLE 4: POINTS OF RECEIPT AND DELIVERY

- 4.1** The Receipt Point(s) at which Transporter shall receive Gas for Transportation hereunder shall be those points listed ~~at~~in Exhibit A to Shipper's FT-L Limited Firm Transportation Agreement. Shipper's FT-L Limited Firm Transportation Agreement shall designate Shipper's Primary Receipt Points. Shipper shall have the right to utilize all other Receipt Points as Alternate Receipt Points, subject to availability and at a toll equal to the applicable maximum toll, unless otherwise agreed to by the parties, where applicable, and subject to the provisions of the GT&C.
- 4.2** The Delivery Point(s) at which Transporter shall deliver Gas for Shipper's account under this Toll Schedule shall be those points listed ~~at~~in Exhibit A to Shipper's Transportation Agreement. Shipper's FT-L Limited Firm Transportation Agreement shall designate Shipper's Primary Delivery Point(s). Shipper shall have the right to utilize all other Delivery Point(s) as Alternate Delivery Point(s), subject to availability and at a toll equal to the applicable maximum toll, unless otherwise agreed to by the parties, where applicable, and subject to the provisions of the GT&C.
- 4.3** Transporter and Shipper may, from time to time and by mutual agreement, add, change, or delete Primary Receipt Point(s) or Primary Delivery Point(s) as designated in Exhibit A to Shipper's FT-L Limited Firm Transportation Agreement.
- (a) Transporter shall agree to a change in Primary Receipt Point(s) or Primary Delivery Point(s) subject to the availability of mainline firm capacity and firm capacity at the requested points, subject to prior-in-time pending

Toll Schedule FT-H Sheets - Blackline

FT-H HOURLY FIRM TRANSPORTATION SERVICE**ARTICLE 1: AVAILABILITY**

- 1.1** Any Shipper shall be eligible to receive service hereunder provided that:
- (a) Transporter determines it has sufficient system capacity to render the firm transportation service and is able to provide said Transportation.
 - (b) Any construction, acquisition, or expansion of facilities necessary to commence and provide the firm transportation service has been completed.
 - (c) Shipper has executed the FT-H Hourly Firm Transportation Agreement in the form contained in Tab 9 Appendix 1 to the Tariff.
 - (d) Shipper has made arrangements acceptable to Transporter for service on upstream and downstream transporters if applicable.
 - (e) Shipper has satisfied the creditworthiness criteria in section 26 of the General Terms and Conditions ("GT&C") of this Tariff.
 - (f) Shipper receives Gas from Transporter at a physical Delivery point, which is directly connected to Transporter's system, equipped with a flow control device and electronic gas measurement equipment capable of verifying changes in gas flow on a real-time basis.
 - (g) Transporter has not entered into a FT-H Hourly Firm Transportation Agreement with any other shipper at the Delivery Point.

ARTICLE 2: APPLICABILITY AND CHARACTER OF SERVICE

- 2.1** Transportation service under this Toll Schedule, through all or any portion of Transporter's system, will be firm, subject to the availability of capacity, to the provisions of an effective FT-H Hourly Firm Transportation Agreement, and to the GT&C.
- 2.2** On each Day during the term of a FT-H Hourly Firm Transportation Agreement the Shipper shall be entitled to request service hereunder subject to this Toll Schedule and the GT&C and/or Section 2.7 of this ~~Rate~~Toll Schedule, as applicable. Nominations for service shall be made pursuant to section 5 of the GT&C. Service hereunder shall not be subject to curtailment or interruption except as provided for herein and in section 6 of the GT&C.
- 2.3** 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.

- 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 shall elect to deliver and receive the hourly delivery quantity of its Contracted Capacity during a specified hourly period within the Day as set forth in the executed Transportation Agreement. Shipper's "Hourly Delivery Quantity" shall be the Contracted Capacity divided by the specified Hourly Delivery Period set forth in the Transportation Agreement. The "Hourly Delivery Period" shall be the minimum amount of time within which Transporter shall be required to deliver Shipper's Contracted Capacity, but not for an Hourly Delivery Period of less than four (4) hours or greater than sixteen (16) hours. Unless agreed otherwise by Transporter, Shipper shall provide and take the Gas per the confirmed nomination stated on an hourly basis during the selected Hourly Delivery Period.

- 2.7 ~~In~~At such time as Shipper either desires to initiate service under the Agreement or requires a change in the quantity of deliveries during a part of any Gas Day, in addition to the nomination timeline provisions of Section 5.2 of the GT&C, Shipper also may nominate towill notify Transporter, by written communication via fax or electronic media, ~~unless otherwise agreed,~~ at least one (1) hour prior to ~~actual gas flow at the Point(s) of Delivery,~~ the time requested for ~~initial~~such initiation or change in service and subsequent nomination changes under this Toll Schedule, unless agreed otherwise by Transporter. Transporter shall provide written confirmation via fax or electronic media ~~verbal acceptance~~ of the nomination within one (1) hour after receipt of Shipper's written communication. 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

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

the toll set forth in the Statement of Tolls found in Tab 8. In negotiating tolls with a Shipper, Transporter will negotiate tolls in a manner that is not unduly discriminatory and that treats similarly situated shippers alike.

3.3 Effective as of the date of commencement of service, as provided for in the FT-H Hourly Firm Transportation Agreement, Transporter shall charge and Shipper shall pay for Transportation under this Toll Schedule each Month, or part thereof, if applicable, the sum of the following:

- I. the applicable Reservation Charge (as stated in the Statement of Tolls or as otherwise negotiated between Shipper and Transporter) multiplied by Shipper's Contracted Capacity, with the product multiplied by an hourly factor equal to Twenty-four (24) divided by the Hourly Delivery Period as set forth in the FT-H Hourly Firm Transportation Agreement;
- II. the applicable Usage Charge, (as stated in the Statement of Tolls or as otherwise negotiated between Shipper and Transporter) multiplied by either (i) the total quantity of Gas actually delivered for Shipper's account if OBAs are not in effect for Shipper's Receipt and Delivery Points, or (ii) the scheduled quantity of Gas for Shipper's account where OBAs are in effect for Shipper's Receipt and Delivery Points, within Contracted Capacity during the month, pursuant to Shipper's FT-H Hourly Firm Transportation Agreement, less the Fuel Requirement during the Month.

3.4 Nothing in this section 3 shall be construed as in any way relieving Shipper from its obligation to pay any adjustments or other charges calculated in accordance with the GT&C.

ARTICLE 4: POINTS OF RECEIPT AND DELIVERY

4.1 The Receipt Point(s) at which Transporter shall receive Gas for Transportation hereunder shall be those points listed ~~at~~in Exhibit A to Shipper's FT-H Hourly Firm Transportation Agreement. Shipper's FT-H Hourly Firm Transportation Agreement shall designate Shipper's Primary Receipt Points. Shipper shall have the right to utilize all other Receipt Points as Alternate Receipt Points, subject to availability and at a toll equal to the applicable maximum toll, unless otherwise agreed to by the parties, where applicable, and subject to the provisions of the GT&C.

4.2 The Delivery Point(s) at which Transporter shall deliver Gas for Shipper's account under this Toll Schedule shall be those ~~the points~~ listed ~~at~~in Exhibit A to Shipper's Transportation Agreement. Shipper's FT-H Hourly Firm Transportation Agreement shall designate Shipper's Primary Delivery Point(s). Shipper shall have the right to utilize all other Delivery Point(s) as Alternate

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 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 Hourly Delivery Quantity shown in Exhibit A to Shipper's FT-H Hourly Firm Transportation Agreement.

ARTICLE 7: RESERVATION CHARGE CREDITS

- 7.1 If, on any Day during any month, due to a "Force Majeure" event (as provided in section 18 of the GT&C), Transporter fails to receive the quantity scheduled pursuant to section 7 of the GT&C and made available by a Shipper, or to deliver the GJs actually received from a Shipper (such GJs to be determined on the basis of the Gross Heating Value of such Shipper's Gas), for any reason related solely to the capability of Transporter's system to provide service, such Shipper shall remain obligated to pay the applicable Reservation Charge for that month. Such Shipper's bill for the subsequent month, however, shall be reduced by a reservation charge credit in an amount equal to the applicable Reservation Charge specified in the Firm Transportation Agreement, calculated on a per GJ basis, multiplied by the difference between the quantity of Gas Transporter authorized for delivery pursuant to section 7 of the GT&C and which was made available by Shipper, and the actual quantity of Gas delivered by Transporter for the account of Shipper. If, however, Transporter and Shipper mutually agree, Transporter may allow Shipper to transport make-up Gas within an agreed-upon period of time, in which event Transporter shall be relieved of its obligation to provide reservation charge credits.

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

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-H 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-H 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.

ARTICLE 10: GENERAL TERMS AND CONDITIONS

- 10.1** 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 a FT-H Hourly Firm Transportation Agreement the GT&C shall prevail.
- 10.2** 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.

Toll Schedule PALS-1 Sheet - Blackline

ARTICLE 3: TOLLS AND CHARGES

- 3.1** The applicable toll payable by Shipper under this Toll Schedule are set forth in the Statement of Tolls found in Tab 8 of this Tariff. These tolls are incorporated herein by reference.
- 3.2** Transporter may elect to provide service at a toll that is less than the maximum but no less than the minimum toll applicable to this Toll Schedule. However, Transporter is not obligated to offer to provide service at any toll less than the maximum ~~rate~~toll, each month, for services provided under this Toll Schedule.
- 3.3** Shipper shall pay Transporter each month the product of the quantities of Gas in Shipper's park and loan account, at the end of each Day, times the toll set forth in the effective Park and Loan Service Agreement. If on any Day, Shipper nominates either Parked Gas to be withdrawn or Loaned Gas to be delivered, but Transporter is unable to schedule all such confirmed quantities as nominated on that Day, Transporter will suspend any applicable toll charges until such time as Transporter schedules the confirmed quantities nominated.

ARTICLE 4: OVERRUN AND IMBALANCE QUANTITIES

- 4.1** Overrun quantities and imbalances associated with service under this Toll Schedule are governed by and resolved pursuant to section 9 of the GT&C.

ARTICLE 5: RESERVATIONS

- 5.1** 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 firm transportation Shippers, or enhance Transporter's system.

ARTICLE 6: GENERAL TERMS AND CONDITIONS

- 6.1** 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 a Park and Loan Service Agreement under this Toll Schedule, the GT&C shall prevail.
- 6.2** GT&C section 9 shall apply to the Park and Loan Service Agreement, except that for purposes of this service the applicable tolerance shall be 10 GJ.
- 6.3** 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.

Toll Schedule MBA Sheets - Blackline

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(s) 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 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 Agreement.
- 2.5 Balancing Provider must designate Receipt and Delivery Point(s) under its Transportation Agreement(s) that will allow the physical flow of Gas sufficient to satisfy the requirements of the Agreement.
- 2.6 For purposes of the Transportation Agreement(s) associated with this service, the terms of GT&C section 16 shall apply.
- 2.7 The balancing service pursuant to this Toll Schedule will operate as follows:
- (a) Balancing Provider shall make a nomination prior to service pursuant to GT&C section 5 under its Transportation Agreement.
 - (b) At such time as Balancing Customer either desires to initiate service under the Agreement or requires a change in the quantity of deliveries during a part of any Day, Balancing Provider will notify Transporter by written communication via fax or electronic media, ~~unless otherwise agreed~~, 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 change. Upon Transporter's verbal acceptance of a requested change, Balancing Provider will confirm the request via fax or electronic media within one (1) hour, unless agreed otherwise by Transporter. Any change requested by Balancing Provider in the quantity of Gas to be delivered during part of a Day shall not result in deliveries to a Market Point (i) in excess of the total quantity of Gas scheduled by Transporter for Balancing Provider on that Day under its Transportation

Agreement, (ii) in excess of Balancing Provider's Contracted Capacity under its Transportation Agreement, and (iii) in excess of the contract quantities set forth in the Agreement.

- (c) When Balancing Provider requests a change in the quantity of Gas to be delivered to a Market Point during part of a Day, Balancing Provider also shall request the appropriate change to the quantities of Gas received or delivered at 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 Agreement, Transporter may terminate the 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.

General Terms and Conditions Sheets - Blackline

- 1.49** "Reservation Charge" means the reservation charge component of the toll applicable to firm transportation service as specified in Transporter's Tariff and the Firm Transportation Agreement between such Shipper and Transporter.
- 1.50** "Scheduled Daily Delivery" means the quantity of Gas which during any one day Shipper has nominated and Transporter has confirmed for delivery.
- 1.51** "Scheduled Quantity" is the quantity of Gas a Shipper nominates for receipt by Transporter at a Receipt Point and for redelivery by Transporter for Shipper at a Delivery Point, and that Transporter schedules for Transportation.
- 1.52** "Shipper" means a Person who uses the services of Transporter pursuant to the Tariff.
- 1.53** "System Capacity" is the quantitative ability of Transporter's existing system to provide maximum Gas Transportation service. The ability of Transporter's system to maintain Gas Transportation service may be limited by changes in prevailing operating pressures, temperatures, Gas flow rates and Gas flow directions within any portion(s) of Transporter's system, including any Receipt Point(s) or Delivery Point(s); physical capacity limitations of regulators, valves, pipelines or pipeline segments, measuring facilities or appurtenances to Transporter's system; and necessary testing, maintenance, repair, overhaul, alternation, modification, replacement, enlargement, or construction of pipelines, metering, regulating, and other transmission facilities and equipment appurtenant to Transporter's system.
- 1.54** "Tariff" means Transporter's NEB Transportation Tariff, as amended and filed from time to time with the Board.
- 1.55** "Title Transfer Service Agreement" means an agreement pursuant to which Transporter is obligated to provide title transfer service, pursuant to the Title Transfer Service Toll Schedule.
- 1.56** "Transportation" means the receipt of Gas for Shipper's account at Receipt Points on Transporter's pipeline system that are available to Shipper pursuant to Shipper's Transportation Agreement and the delivery, for Shipper's account, of Gas to Transporter at the Delivery Point(s) set forth ~~at~~in Exhibit A of Shipper's Transportation Agreement, including service as available via displacement of Gas received downstream of the Delivery Point(s).
- 1.57** "Transportation Agreement" means an agreement pursuant to the Tariff under which Transporter provides Transportation or other contract services to a Shipper.
- 1.58** "Transporter" means Vector Pipeline Limited Partnership.
- 1.59** "U.S. Pipeline" means Vector Pipeline L.P.

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

12.1 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 ~~rate~~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.

12.2 Both Transporter and Shipper shall have the right to examine at any reasonable time the applicable records of the other to the extent necessary to verify the accuracy of any statement made under or pursuant to the provisions of the Transportation Agreement. Upon receipt of a request, the requestee will either send the relevant information to the requestor or will provide the requestor the right to review such information in the requestee's offices.

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.

- 13.2** Should Shipper fail to pay all of the amount of any invoice as herein provided on or before the Payment Due Date, Shipper shall pay a charge for late payment which shall be included by Transporter on the next regular monthly bill rendered to Shipper under this section 13. Such charge for late payment shall be determined by multiplying (a) the unpaid portion of the invoice, by (b) the ratio of the number of Days from the Payment Due Date to the date of actual payment to 365, by (c) the interest rate equal to the daily equivalent of the Prime Rate plus one hundred basis points. If such failure to pay continues for 30 Days after the Payment Due Date, Transporter, in addition to any other remedy it may have under the Transportation Agreement, may terminate the Transportation Agreement and/or suspend further delivery of Gas without further notice. Transporter may waive any interest due hereunder for late payment to the extent Transporter determines that extenuating circumstances caused late payment of an invoice by a Shipper.
- 13.3** In the event an error is discovered in the amount billed in any statement rendered by Transporter, such error shall be adjusted within 30 Days of the determination of the error; provided that any claim therefore shall have been made within 60 Days of discovery of such error and, in any event, within 12 months from the date of the statement claimed to be in error. Billing errors shall be corrected as follows:
- (a) Where Shipper has been overcharged and has paid the statement, in the event the overcharge is not the result of Transporter's negligence or bad faith, fraud or willful misconduct, the amount of the overpayment will be refunded to Shipper without interest, provided the overpayment is refunded within 30 days of the determination of the error. Overpayments not refunded within 30 days will be subject to interest charges at the interest rate equal to the daily equivalent of the Prime Rate plus one hundred basis points from the date of the overpayment to the date of the refund. Where the refund is provided to Shipper by way of credit on another Transporter invoice, the overpayment will be deemed to have been refunded on the date the credited invoice was received by the Shipper.
 - (b) Where Shipper has been undercharged by Transporter, Shipper will pay the amount of the undercharge without interest, provided the undercharge is paid within 30 Days of the determination of the error. Undercharge amounts not paid within 30 days will be subject to interest charges at the interest rate equal to the daily equivalent of the Prime Rate plus one hundred basis points from the date of the statement.

Shipper shall have the right to review all records pertaining to its performance under Shipper's Transportation Agreement to verify the amount payable by Shipper to Transporter under the Transportation Agreement in any month, so long as such review shall be completed within two years following the end of the calendar year in which such amount is payable. Such review shall be conducted

during normal business hours, upon written request to Transporter and at Shipper's own expense.

13.4 Pursuant to NAESB Standards, if an invoice is in dispute Shipper shall pay the portion not in dispute and provide documentation identifying the basis for the dispute. If Shipper in good faith:

- (a) Disputes the amount of any such bill or part thereof;
- (b) Pays to Transporter such amounts as it concedes to be correct;
- (c) Provides Transporter with a written notice including a full description of the reasons for the dispute, together with copies of supporting documents; and
- (d) At any time thereafter within 20 days of a demand made by Transporter furnishes good and sufficient surety bond, guaranteeing payment to Transporter of the amount ultimately found due upon such bill after a final determination which may be reached either by agreement or judgment of the courts, as may be the case, then Transporter shall not be entitled to suspend further transportation services because of such non-payment pursuant to section 13.2 unless and until default be made in the conditions of such bond.

13.5 Transporter, without prejudice to any other rights or remedies it may have, shall have the right to withhold and set off payment of any amounts of monies due or owing by Transporter to Shipper, against any and all amounts or monies due or owing by Shipper to Transporter for services provided.

13.6 Any payments received under this section 13 shall first be applied to accrued interest, then to additional charges due, then to the previously outstanding principal, and lastly, to the most current principal due.

13.7 Transporter may waive any de minimis payment obligations or late payment charges accruing under this section 13 to the extent Transporter determines that the administrative costs associated with collecting such charges exceed the amount(s) due.

14. POSSESSION OF GAS

Unless otherwise provided in a service agreement or applicable Toll Schedule, as between Transporter and Shipper, Shipper shall be deemed to be in exclusive control and possession of the Gas (i) prior to receipt by Transporter at the Receipt Point(s) and (ii) after delivery by Transporter at the Delivery Point(s); otherwise, Transporter shall be in exclusive control and possession of the Gas. The party

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) ~~designated in the Transportation Agreement,~~ or as agreed to by Transporter and the interconnecting party.

16. UNIFORM HOURLY FLOWS

16.1 At each Receipt Point and Delivery Point, Shipper and Transporter 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 RateToll Schedule FT-H; provided, however, either party may request the other party to change the rates of delivery or receipt. The party requested to make such changes will do so to the extent that it can, in its judgment, without adversely affecting its deliveries of Gas to any other Shipper.

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 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 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

Daily Delivery 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.

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

Subject to any conditions set forth in the applicable Toll Schedules, this section shall govern qualifications for receipt of service under the applicable Toll Schedules for: Firm Transportation Service, Interruptible Transportation Service, Park and Loan Service, Management of Balancing Service, and Title Transfer Service.

25.1 All Shippers requesting service from Transporter must provide the following information ~~using Transporter's Web Site (www.vector-pipeline.com), or in~~ writing to Transporter at the following address:

c/o Vector Pipeline Limited
38705 Seven Mile Road, Suite 490
Livonia, Michigan 48152
United States

Attention: President

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 ~~firm Transportation~~ Toll Schedules FT-1, FT-L or FT-H service stated in GJ per day ~~(if applicable)~~.
 - (d) ~~Estimated total quantities of Gas to be received and transported over the delivery period and Hourly Delivery Period (4 to 16 hours) and Hourly Delivery Quantity (GJ per hour) for Toll Schedule FT-H service (if applicable).~~
 - (e) Requested date of commencement of service (if applicable).
 - (f) Requested term of service (if applicable).
 - (g) 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).
 - (h) ~~A copy of an executed agreement between a~~ signed Agency Notification Form, available on Transporter's Web Site, from Shipper and any third party authorizing Shipper agent to act on behalf of the third party Shipper to secure the service requested. If Shipper agent requests service on behalf of a third party, Shipper, the agent shall provide the name, address, telephone number and primary business of the third party Shipper (if applicable).
- 25.2** To the extent requests for firm service exceed the available capacity, capacity will be allocated using the bid evaluation criteria as specified in NAESB Standard 5.3.3 ~~(version 1.6)~~ as amended from time to time.

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
S&P

Baa3 or better
BBB- or better

DBRS
CBRS

BBB or better
B++ or better

NAIC

NAIC 1 or NAIC 2

or other equivalent rating from agencies as determined by Transporter. A Shipper who qualifies under this category initially but is later downgraded below investment grade will be required to qualify under another category below.

- 26.2** A Shipper whose long term senior unsecured debt is not rated will be accepted as creditworthy if Transporter determines that, notwithstanding the absence of a rating, the financial position of Shipper (or an Affiliate who guarantees Shipper's obligations under a Transportation Agreement) is acceptable to Transporter. Application for recognition may be made at any time.
- 26.3** A Shipper who, ~~at the time of execution and delivery of a Transportation Agreement, or at any time thereafter while it is bound thereby, is does not eligible under meet the requirements of sections 26.1 or 26.2;~~ must provide security for its obligations at least thirty (30) days prior to commencement of transportation service, where practicable, but in any event no later than at the time of the first nomination for service under any newly executed Transportation Agreement, or within thirty (30) days of not being eligible under sections 26.1 or 26.2 that it ceases to be eligible at any time thereafter while it is bound thereby, by either:
- (a) Posting a Letter of Credit from a major banking institution with an investment grade rating or pledging a cash deposit, in either case in an amount equal to twelve (12) months of the tolls payable under the Firm Transportation Agreement or the Interruptible Transportation Agreement or other Transportation Agreement an irrevocable letter of credit or other such equivalent financial guarantees in an amount equal to thirty (30) days of service at the agreed to tolls. Such security shall be adjusted annually to reflect any change in the tolls for the succeeding twelve (12) months; or
 - (b) Providing other security acceptable to Transporter.
- 26.4** Transporter reserves the right to require any Shipper who does not qualify under section 26.1, and who has not been accepted pursuant to section 26.2, to provide evidence reasonably satisfactory to Transporter that Shipper has and will have the capability of providing the security required by section 26.3 above. Any Shipper who qualifies under sections 26.1 or 26.2 by virtue of an Affiliate guaranteeing the obligations of Shipper shall provide an irrevocable agreement of said Affiliate guaranteeing Shipper's obligations and shall provide such guarantee to Transporter concurrently with its Transportation Agreement in such form as is satisfactory to Transporter.
- 26.5** In all instances of assignment of a Shipper's right to Firm Transportation service pursuant to Transporter's Tariff, Shipper's assignee shall be required to establish creditworthiness to Transporter's reasonable satisfaction pursuant to this section 26 prior to Transporter having any obligation to provide Transportation service.

If Shipper's assignee cannot establish creditworthiness to Transporter's reasonable satisfaction, Shipper may provide security in lieu of the assignee's provision of

security to satisfy such requirements. Regardless of the nature and source of the security provided to Transporter, Shipper shall at all times remain

- a term less than 15 years shall be deemed for the purposes of the formula to be equal to the maximum applicable toll. Transporter shall not be required to accept any bid at less than Transporter's firm Transportation service toll for a term of less than 15 years as specified in Tab 8 of this Tariff.
- 27.3** If Transporter receives no bids, or if Transporter receives no bids at its 15 year term firm Transportation service toll, and Transporter determines not to accept any bids below its 15 year firm Transportation service toll, Transporter shall notify Shipper of the bid having the highest value to Transporter ("Highest Bid"), or that no bids were received. If Transporter receives a bid at its 15 year term firm Transportation service toll, or if it accepts any bid below this toll level, Transporter shall, within 5 days of the close of the Bidding Period, inform Shipper of the offer to purchase capacity solicited pursuant to section 27.1 herein that Transporter intends to accept. Shipper shall have 5 days after receiving notice to notify Transporter as to whether it will match the highest Bid in terms of price, quantity and duration. If the Shipper elects to match the Highest Bid, it must execute a new Firm Transportation Agreement that contains the terms of the Highest Bid; provided, however, that Shipper shall not be required to pay any ~~rate~~toll higher than the 15 year term firm Transportation service toll. If the Shipper fails to match the offer presented by Transporter, Transporter shall enter into a Firm Transportation Agreement with the Person submitting the competing offer.
- 27.4** Transporter shall post any matched offer below the 15 year term firm Transportation service toll on its Web Site for an additional 5 days, during which time bids may be submitted at a higher price. Shipper will be given an opportunity to match any higher bid. This process will repeat until Shipper agrees to pay Transporter's 15 year term firm Transportation service toll, the Shipper fails to match an offer, or no higher bid is submitted. The iterative process shall not extend for greater than 30 days from the initial posting of a matched offer pursuant to this section 27.4. At the expiration of such 30 day period, the most recent offer shall be accepted.
- 27.5** If Transporter receives no bids at the 15 year term firm Transportation service toll and Transporter refuses to accept a lower bid, Transporter may abandon service to Shipper, unless Shipper agrees to pay the 15 year term firm Transportation service toll for a period of one year, or if Transporter and Shipper negotiate the terms and conditions of a Firm Transportation Agreement extension.
- 28. INCORPORATION IN TOLL SCHEDULES AND TRANSPORTATION AGREEMENTS**

These General Terms and Conditions are incorporated in and are a part of Transporter's Toll Schedules and Transportation Agreements. To the extent there is any inconsistency between terms in these General Terms and Conditions and

terms in Transporter's Toll Schedule or Transportation Agreements, these General Terms and Conditions shall govern.

Form of Agreement for FT-1, FT-L and FT-H Firm Service Sheets -
Blackline

FORM OF FT-__ FIRM TRANSPORTATION AGREEMENT

**TRANSPORTATION AGREEMENT
FOR FT-__ FIRM TRANSPORTATION OF NATURAL GAS
VECTOR PIPELINE LIMITED PARTNERSHIP**

Firm Transportation Agreement No. _____

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

VECTOR PIPELINE LIMITED PARTNERSHIP, ("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 Toll Schedule FT-__ and the applicable General Terms and Conditions of Transporter's Gas Tariff on file with the National Energy Board ("NEB") as the same may be amended or superseded in accordance with the rules, regulations and legislation of the NEB.

Section 2. Term

2.1 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.

2.2 Shippers paying negotiated ~~rates~~tolls may extend the term of this Agreement under terms acceptable to Transporter.

Section 3. Tolls

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

Vector Pipeline Limited Partnership
c/o Vector Pipeline Limited
38705 Seven Mile Road, Suite 490
Livonia, Michigan 48152
Attention: President

Section 5. Superseded Agreements

This FT-__ Firm Transportation Agreement supersedes and cancels as of the effective date hereof the following agreements:

_____, _____

Section 6. Miscellaneous

6.1 This Agreement shall be interpreted according to the laws of the Province of ~~Alberta~~Ontario.

6.2 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 6.2 shall alter, modify or otherwise affect the respective rights of the parties to cancel or terminate this Agreement under the terms and conditions hereof.

6.3 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.

6.4 This Agreement may only be amended by an instrument in writing executed by both parties hereto.

6.5 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.

6.6 Exhibit A attached hereto is incorporated herein by reference and made a part hereof for all purposes.

6.7 The parties hereby agree, subject to the primary jurisdiction of the National Energy Board, that any dispute arising out of or relating to this Agreement, or any breach thereof shall be submitted to final and binding arbitration in ~~Calgary, Alberta~~Toronto, Ontario in accordance with the Commercial Arbitration Rules and Mediation Procedures 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 ~~Alberta~~Ontario, 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 LIMITED PARTNERSHIP
By VECTOR PIPELINE LIMITED
As General Partner
(Transporter)

Date

By: _____

Title: _____

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
Hourly ~~Flow Rate~~ Delivery Quantity (FT-H only): _____ ~~Dth~~ GJ/hour

Form of FT-1, FT-L and FT-H Firm Transportation Agreement
Permanent Assignment Sheet - Blackline

- (iv) Legal and Other: Attention:
 Telephone:
 Fax:
- (v) Billing and Payment: Attention:
 Telephone:
 Fax:

6. Assignee acknowledges that Assignor will not seek Vector's consent to this Assignment and that Assignee will be required to satisfy Vector's creditworthiness standards contained in its Tariff in order to obtain Transportation service under the FT-__ Firm Transportation Agreement. Pursuant to the FT- __ Tariff, Assignor will remain obligated to Vector to perform and observe the covenants and obligations of the Shipper that are contained in the FT-__ Firm Transportation Agreement and the FT-__ Tariff in regard to the Assigned Volume insofar as Vector is concerned. Consequently, Assignee shall indemnify Assignor for and hold Assignor harmless from all charges that Vector may be entitled to collect from Assignor under the assigned portion of the FT-__ Firm Transportation Agreement and the FT-__ Tariff in regard to the Assigned Volume in the event that Assignee fails to satisfy its obligations to Vector thereunder.

7. Notwithstanding anything to the contrary herein set forth or implied, Assignor reserves and retains for itself exclusively the option or right to renew or otherwise extend the term of the FT-__ Firm Transportation Agreement as relates to all volumes to which Assignor is entitled thereunder, including those volumes assigned to Assignee, in accordance with the FT-__ Tariff and Vector's contractual practice and procedure in that regard.

8. This Assignment and the rights and obligations of the parties hereunder are subject to all valid and applicable present and future laws, rules, regulations, and orders of any governmental or regulatory authority having jurisdiction or control over the parties hereto or either of them, or over the FT-__ Firm Transportation Agreement, the FT-__ Tariff, and the assignment of the service entitlement thereunder.

9. Assignee acknowledges receipt from Assignor of a true copy of the FT-__ Firm Transportation Agreement and declares that it has (or will obtain directly from Vector) a copy of the FT-__ Tariff.

10. This Assignment shall be construed in accordance with and governed by the laws of the province of ~~Alberta~~Ontario and the laws of Canada applicable therein.

11. This Assignment shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

Form of Interruptible Transportation Agreement Sheets - Blackline

Section 3. Rates/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 Transporter's Web Site (www.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

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:

Vector Pipeline Limited Partnership
c/o Vector Pipeline Limited
38705 Seven Mile Road, Suite 490
Livonia, Michigan 48152
Attention: President

Section 5. Superseded Agreements

This Interruptible Transportation Agreement supersedes and cancels as of the effective date hereof the following agreements:

_____, _____,

Section 6. Miscellaneous

6.1 This Agreement shall be interpreted according to the laws of the Province of ~~Alberta~~Ontario.

6.2 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 6.2 shall alter, modify or otherwise affect the respective rights of the parties to cancel or terminate this Agreement under the terms and conditions hereof.

6.3 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.

6.4 This Agreement may only be amended by an instrument in writing executed by both parties hereto.

6.5 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.

6.6 The parties hereby agree, subject to the primary jurisdiction of the National Energy Board, that any dispute arising out of or relating to this Agreement, or any breach thereof shall be submitted to final and binding arbitration in ~~Calgary, Alberta~~Toronto, Ontario in accordance with the Commercial Arbitration Rules and Mediation Procedures 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 ~~Alberta~~Ontario, 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 LIMITED PARTNERSHIP
By VECTOR PIPELINE LIMITED
As General Partner
(Transporter)

_____ By: _____
Date

Title: _____

Form of Park and Loan Service Agreement Sheets - Blackline

FORM OF PARK AND LOAN SERVICE AGREEMENT

**AGREEMENT FOR PARK AND LOAN SERVICE
UNDER TOLL SCHEDULE PALS-1
VECTOR PIPELINE LIMITED PARTNERSHIP**

Park and Loan Service Agreement No. _____

This AGREEMENT FOR PARK AND LOAN SERVICE OF NATURAL GAS ("PALS Agreement" or "Agreement") is made and entered into as of this ____ day of _____, _____ by and between:

VECTOR PIPELINE LIMITED PARTNERSHIP, ("Transporter"),

and

_____, ("Shipper").

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

Section 1. Governmental Authority

This PALS Agreement is subject to all valid legislation with respect to the subject matters hereof and to all valid present and future decisions, orders, rules, regulations and ordinances of all duly constituted governmental authorities having jurisdiction.

Section 2. Quantity of Gas And Priority of Service

2.1 Transporter is willing to park and/or loan, on an interruptible basis, certain quantities of Gas for or to Shipper beginning on the date specified in Section 3 and continuing for the remaining term specified in Section 3 in accordance with the provisions of Transporter's effective ~~Rate~~Toll Schedule PALS-1 and the applicable General Terms and Conditions of Transporter's 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 all information identified in Transporter's General Terms and Conditions ("GT&C")

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 7. Miscellaneous

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

7.2 Shipper agrees to indemnify and hold Transporter harmless for refusal to park or loan Gas hereunder in the event any downstream transporter fails to receive Gas as contemplated by this Agreement.

7.3 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 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 follows:

Transporter: Vector Pipeline Limited Partnership
c/o Vector Pipeline Limited
Attention: President
38705 Seven Mile Road, Suite 490
Livonia, Michigan 48152
United States

Shipper: 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:

Vector Pipeline Limited Partnership
c/o Vector Pipeline Limited
38705 Seven Mile Road, Suite 490
Livonia, Michigan 48152
Attention: President

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

7.7 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 7.7 shall alter, modify or otherwise affect the respective rights of the parties to cancel or terminate this Agreement under the terms and conditions hereof.

7.8 The parties hereby agree, subject to the primary jurisdiction of the National Energy Board, that any dispute arising out of or relating to this Agreement, or any breach thereof shall be submitted to final and binding arbitration in ~~Calgary, Alberta~~ Toronto, Ontario in accordance with the Commercial Arbitration and Mediation Procedures 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 AlbertaOntario, 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 LIMITED PARTNERSHIP
By VECTOR PIPELINE LIMITED
As General Partner
(Transporter)

Date

By: _____

Title: _____

(Shipper)

Date

By: _____

Title: _____

Form of Title Transfer Service Agreement Sheets - Blackline

3.2 Unless otherwise mutually agreed to, Customer shall pay Transporter for services nominated hereunder the maximum applicable tolls and charges, as established under Toll Schedule TTS and set forth on the Statement of Tolls in Transporter's effective National Energy Board 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 National Energy Board or any other body having jurisdiction, revisions to any applicable Toll Schedule, or to propose, file and make effective superseding ~~rate~~toll schedules for the purpose of changing the tolls, charges and other provisions thereof effective as to Customer. Said Toll Schedule or superseding toll 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 toll schedule shall be without prejudice to the right of Customer to contest or oppose such filing and its effectiveness.

Section 4. Eligible Points

4.1 Nominations for subsequent physical delivery downstream from each Eligible Point established hereunder must be performed under a valid Subject Service Agreement. Transporter's confirmation of TTS Service 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) has/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 Service 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 will be used exclusively for nominations of accounting 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.

Section 5. Procedures

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

Section 6. Incorporation by Reference of Tariff Provisions

6.1 To the extent not inconsistent with the terms and conditions of this TTS Agreement, the following provisions of Transporter's effective National Energy Board Gas Tariff, and any revisions thereof that may be made effective hereafter are hereby made applicable to and a part hereof by reference:

(a) All of the provisions of Toll Schedule TTS, or any effective superseding ~~rate~~toll schedule or otherwise applicable toll schedule; and

(b) All of the provisions of the General Terms and Conditions, as they may be revised or superseded from time to time.

Section 7. Miscellaneous

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

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:

Transporter:

Vector Pipeline Limited Partnership
c/o Vector Pipeline Limited
38705 Seven Mile Road, Suite 490
Livonia, Michigan 48152
United States
Attn: President

Customer:

Attn: _____

or at such other address as either party shall designate by formal written notice to the other.

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:

7.8 Exhibit A attached hereto is incorporated herein by reference and made a part hereof for all purposes.

7.9 The parties hereby agree, subject to the primary jurisdiction of the National Energy Board, that any dispute arising out of or relating to this Agreement, or any breach thereof shall be submitted to final and binding arbitration in ~~Calgary, Alberta~~Toronto, Ontario in accordance with the Commercial Arbitration and Mediation Procedures 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 ~~Alberta~~Ontario, 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 LIMITED PARTNERSHIP
By VECTOR PIPELINE LIMITED
As General Partner
(Transporter)

Date

By: _____

Title: _____

Form of Agreement for Management of Balancing Agreement
Sheets - Blackline

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. Points of Receipt and Balancing

4.1 The point(s) of receipt and delivery of Gas and the point(s) to be balanced by Transporter is (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 ~~Alberta~~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

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.

7.6 Exhibit A attached hereto is incorporated herein by reference and made a part hereof for all purposes.

7.7 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 7.7 shall alter, modify or otherwise affect the respective rights of the parties to cancel or terminate this Agreement under the terms and conditions hereof.

7.8 The parties hereby agree, subject to the primary jurisdiction of the National Energy Board, that any dispute arising out of or relating to this Agreement, or any breach thereof shall be submitted to final and binding arbitration in ~~Calgary, Alberta~~ Toronto, Ontario in accordance with the Commercial Arbitration and Mediation Procedures 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 AlbertaOntario, as specified in section 7.1 of this Agreement.

Form of Operational Balancing Agreement Sheets - Blackline

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 a Parties' Gas Tariff or General Terms and Conditions, as amended from time to time, it is agreed and understood that the latter shall prevail.

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 are not intended to subject any non-jurisdictional entity to regulation by the National Energy Board under the provisions of its rules, regulations and legislation. 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 THE PROVINCE OF ~~ALBERTA~~ONTARIO.

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 personally, when delivered, or, if either electronically communicated, mailed, postage prepaid, sent by express mail, or overnight delivery, or if faxed to the other Party, then, when sent, to the following:

Transporter: Vector Pipeline Limited Partnership
 c/o Vector Pipeline Limited
 38705 Seven Mile Road, Suite 490
 Livonia, Michigan 48152
 United States

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

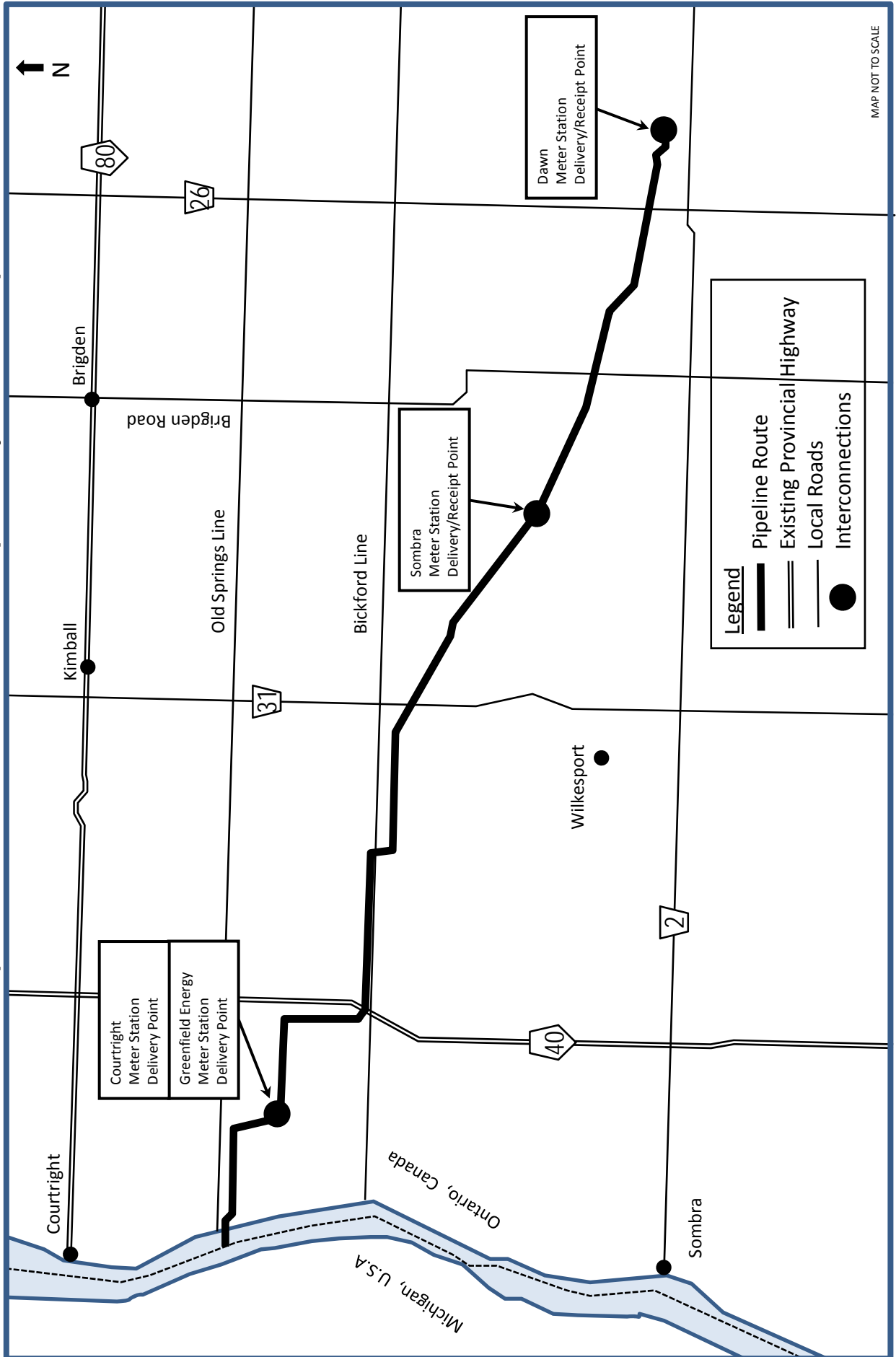
Final Form Tariff Sheets

Table of Contents

Tab Subject

1. System Map
2. Toll Schedule FT-1 Firm Transportation Service
Toll Schedule FT-L Limited Firm Transportation Service
Toll Schedule FT-H Hourly Firm Transportation Service
3. Toll Schedule IT-1 Interruptible Transportation Service
4. Toll Schedule PALS-1 Park and Loan Service
5. Toll Schedule TTS Title Transfer Service
6. Toll Schedule MBA Management of Balancing Agreement Service
7. General Terms and Conditions
8. Statement of Tolls
9. Appendices
 - (1) Form of FT-1, FT-L and FT-H Firm Transportation Agreement
 - (2) Form of FT-1, FT-L and FT-H Firm Transportation Agreement
Permanent Assignment
 - (3) Form of Interruptible Transportation Agreement
 - (4) Form of Park and Loan Service Agreement
 - (5) Form of Title Transfer Service Agreement
 - (6) Form of Agreement for Management of Balancing Agreement
 - (7) Form of Operational Balancing Agreement
 - (8) Form of FT-1, FT-L and FT-H Firm Transportation Agreement
Temporary Assignment

Vector Pipeline Limited Partnership - System Map



Toll Schedule FT-1 Sheet - Final Form

ARTICLE 4: POINTS OF RECEIPT AND DELIVERY

- 4.1** The Receipt Point(s) at which Transporter shall receive Gas for Transportation hereunder shall be those points listed in Exhibit A to Shipper's FT-1 Firm Transportation Agreement. Shipper's FT-1 Firm Transportation Agreement shall designate Shipper's Primary Receipt Points. Shipper shall have the right to utilize all other Receipt Points as Alternate Receipt Points, subject to availability and at a toll equal to the applicable maximum toll, unless otherwise agreed to by the parties, where applicable, and subject to the provisions of the GT&C.
- 4.2** The Delivery Point(s) at which Transporter shall deliver Gas for Shipper's account under this Toll Schedule shall be those points listed in Exhibit A to Shipper's Transportation Agreement. Shipper's FT-1 Firm Transportation Agreement shall designate Shipper's Primary Delivery Point(s). Shipper shall have the right to utilize all other Delivery Point(s) as Alternate Delivery Point(s), subject to availability at a toll equal to the applicable maximum toll, unless otherwise agreed to by the parties, where applicable, and subject to and the provisions of the GT&C.
- 4.3** Transporter and Shipper may, from time to time and by mutual agreement, add, change, or delete Primary Receipt Point(s) or Primary Delivery Point(s) as designated in Exhibit A to Shipper's FT-1 Firm Transportation Agreement.
- (a) Transporter shall agree to a change in Primary Receipt Point(s) or Primary Delivery Point(s) subject to the availability of mainline firm capacity and firm capacity at the requested points, subject to prior-in-time pending requests for firm service at the requested new point(s), and to the extent Transporter and Shipper agree on an appropriate toll for such service.
 - (b) Changes allowed to Primary Receipt Point(s) or Primary Delivery Point(s) will not increase or decrease Shipper's Contracted Capacity. Once a change in Primary Receipt Point(s) or Primary Delivery Point(s) has been authorized by Transporter, Shipper's rights at specific Primary Receipt Point(s) or Primary Delivery Point(s) will be adjusted to reflect the authorized change.
 - (c) Transporter shall not accept any requested change in Primary Receipt or Delivery Point(s) if to do so would, in Transporter's sole judgment, impair Transporter's ability to satisfy existing firm obligations.
 - (d) To request a change in the Primary Receipt Point(s) and/or the Primary Delivery Point(s), Shipper must provide Transporter with two (2) Business Days prior notice in the form of a written request accompanied by an amended Exhibit A to Shipper's FT-1 Firm Transportation Agreement. Transporter will provide Shipper with written notice within one (1) Business Day after receipt whether the requested change has been

Toll Schedule FT-L Sheet - Final Form

- I. the applicable Reservation Charge (as stated in the Statement of Tolls or as otherwise negotiated between Shipper and Transporter) multiplied by Shipper's Contracted Capacity;
 - II. the applicable Usage Charge, (as stated in the Statement of Tolls or as otherwise negotiated between Shipper and Transporter) multiplied by either (i) the total quantity of Gas actually delivered for Shipper's account if OBAs are not in effect for Shipper's Receipt and Delivery Points, or (ii) the scheduled quantity of Gas for Shipper's account where OBAs are in effect for Shipper's Receipt and Delivery Points, within Contracted Capacity during the month, pursuant to Shipper's FT-L Limited Firm Transportation Agreement, less the Fuel Requirement during the Month.
- 3.4** Nothing in this section 3 shall be construed as in any way relieving Shipper from its obligation to pay any adjustments or other charges calculated in accordance with the GT&C.

ARTICLE 4: POINTS OF RECEIPT AND DELIVERY

- 4.1** The Receipt Point(s) at which Transporter shall receive Gas for Transportation hereunder shall be those points listed in Exhibit A to Shipper's FT-L Limited Firm Transportation Agreement. Shipper's FT-L Limited Firm Transportation Agreement shall designate Shipper's Primary Receipt Points. Shipper shall have the right to utilize all other Receipt Points as Alternate Receipt Points, subject to availability and at a toll equal to the applicable maximum toll, unless otherwise agreed to by the parties, where applicable, and subject to the provisions of the GT&C.
- 4.2** The Delivery Point(s) at which Transporter shall deliver Gas for Shipper's account under this Toll Schedule shall be those points listed in Exhibit A to Shipper's Transportation Agreement. Shipper's FT-L Limited Firm Transportation Agreement shall designate Shipper's Primary Delivery Point(s). Shipper shall have the right to utilize all other Delivery Point(s) as Alternate Delivery Point(s), subject to availability and at a toll equal to the applicable maximum toll, unless otherwise agreed to by the parties, where applicable, and subject to the provisions of the GT&C.
- 4.3** Transporter and Shipper may, from time to time and by mutual agreement, add, change, or delete Primary Receipt Point(s) or Primary Delivery Point(s) as designated in Exhibit A to Shipper's FT-L Limited Firm Transportation Agreement.
- (a) Transporter shall agree to a change in Primary Receipt Point(s) or Primary Delivery Point(s) subject to the availability of mainline firm capacity and firm capacity at the requested points, subject to prior-in-time pending

Toll Schedule FT-H Sheets - Final Form

FT-H HOURLY FIRM TRANSPORTATION SERVICE**ARTICLE 1: AVAILABILITY**

- 1.1** Any Shipper shall be eligible to receive service hereunder provided that:
- (a) Transporter determines it has sufficient system capacity to render the firm transportation service and is able to provide said Transportation.
 - (b) Any construction, acquisition, or expansion of facilities necessary to commence and provide the firm transportation service has been completed.
 - (c) Shipper has executed the FT-H Hourly Firm Transportation Agreement in the form contained in Tab 9 Appendix 1 to the Tariff.
 - (d) Shipper has made arrangements acceptable to Transporter for service on upstream and downstream transporters if applicable.
 - (e) Shipper has satisfied the creditworthiness criteria in section 26 of the General Terms and Conditions ("GT&C") of this Tariff.
 - (f) Shipper receives Gas from Transporter at a physical Delivery point, which is directly connected to Transporter's system, equipped with a flow control device and electronic gas measurement equipment capable of verifying changes in gas flow on a real-time basis.
 - (g) Transporter has not entered into a FT-H Hourly Firm Transportation Agreement with any other shipper at the Delivery Point.

ARTICLE 2: APPLICABILITY AND CHARACTER OF SERVICE

- 2.1** Transportation service under this Toll Schedule, through all or any portion of Transporter's system, will be firm, subject to the availability of capacity, to the provisions of an effective FT-H Hourly Firm Transportation Agreement, and to the GT&C.
- 2.2** On each Day during the term of a FT-H Hourly Firm Transportation Agreement the Shipper shall be entitled to request service hereunder subject to this Toll Schedule and the GT&C and/or Section 2.7 of this Toll Schedule, as applicable. Nominations for service shall be made pursuant to section 5 of the GT&C. Service hereunder shall not be subject to curtailment or interruption except as provided for herein and in section 6 of the GT&C.
- 2.3** 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.

- 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 shall elect to deliver and receive the hourly delivery quantity of its Contracted Capacity during a specified hourly period within the Day as set forth in the executed Transportation Agreement. Shipper's "Hourly Delivery Quantity" shall be the Contracted Capacity divided by the specified Hourly Delivery Period set forth in the Transportation Agreement. The "Hourly Delivery Period" shall be the minimum amount of time within which Transporter shall be required to deliver Shipper's Contracted Capacity, but not for an Hourly Delivery Period of less than four (4) hours or greater than sixteen (16) hours. Unless agreed otherwise by Transporter, Shipper shall provide and take the Gas per the confirmed nomination stated on an hourly basis during the selected Hourly Delivery Period.

- 2.7** At such time as Shipper either desires to initiate service under the Agreement or requires a change in the quantity of deliveries during a part of any Gas Day, in addition to the nomination timeline provisions of Section 5.2 of the GT&C, Shipper will notify Transporter by written communication via fax or electronic media at least one (1) hour prior to the time requested for such initiation or change in service this Toll Schedule, unless agreed otherwise by Transporter. Transporter shall provide written confirmation via fax or electronic media of the nomination within one (1) hour after receipt of Shipper's written communication. 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

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

the toll set forth in the Statement of Tolls found in Tab 8. In negotiating tolls with a Shipper, Transporter will negotiate tolls in a manner that is not unduly discriminatory and that treats similarly situated shippers alike.

- 3.3** Effective as of the date of commencement of service, as provided for in the FT-H Hourly Firm Transportation Agreement, Transporter shall charge and Shipper shall pay for Transportation under this Toll Schedule each Month, or part thereof, if applicable, the sum of the following:
- I. the applicable Reservation Charge (as stated in the Statement of Tolls or as otherwise negotiated between Shipper and Transporter) multiplied by Shipper's Contracted Capacity, with the product multiplied by an hourly factor equal to Twenty-four (24) divided by the Hourly Delivery Period as set forth in the FT-H Hourly Firm Transportation Agreement;
 - II. the applicable Usage Charge, (as stated in the Statement of Tolls or as otherwise negotiated between Shipper and Transporter) multiplied by either (i) the total quantity of Gas actually delivered for Shipper's account if OBAs are not in effect for Shipper's Receipt and Delivery Points, or (ii) the scheduled quantity of Gas for Shipper's account where OBAs are in effect for Shipper's Receipt and Delivery Points, within Contracted Capacity during the month, pursuant to Shipper's FT-H Hourly Firm Transportation Agreement, less the Fuel Requirement during the Month.
- 3.4** Nothing in this section 3 shall be construed as in any way relieving Shipper from its obligation to pay any adjustments or other charges calculated in accordance with the GT&C.

ARTICLE 4: POINTS OF RECEIPT AND DELIVERY

- 4.1** The Receipt Point(s) at which Transporter shall receive Gas for Transportation hereunder shall be those points listed in Exhibit A to Shipper's FT-H Hourly Firm Transportation Agreement. Shipper's FT-H Hourly Firm Transportation Agreement shall designate Shipper's Primary Receipt Points. Shipper shall have the right to utilize all other Receipt Points as Alternate Receipt Points, subject to availability and at a toll equal to the applicable maximum toll, unless otherwise agreed to by the parties, where applicable, and subject to the provisions of the GT&C.
- 4.2** The Delivery Point(s) at which Transporter shall deliver Gas for Shipper's account under this Toll Schedule shall be those points listed in Exhibit A to Shipper's Transportation Agreement. Shipper's FT-H Hourly Firm Transportation Agreement shall designate Shipper's Primary Delivery Point(s). Shipper shall have the right to utilize all other Delivery Point(s) as Alternate

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 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 Hourly Delivery Quantity shown in Exhibit A to Shipper's FT-H Hourly Firm Transportation Agreement.

ARTICLE 7: RESERVATION CHARGE CREDITS

- 7.1** If, on any Day during any month, due to a "Force Majeure" event (as provided in section 18 of the GT&C), Transporter fails to receive the quantity scheduled pursuant to section 7 of the GT&C and made available by a Shipper, or to deliver the GJs actually received from a Shipper (such GJs to be determined on the basis of the Gross Heating Value of such Shipper's Gas), for any reason related solely to the capability of Transporter's system to provide service, such Shipper shall remain obligated to pay the applicable Reservation Charge for that month. Such Shipper's bill for the subsequent month, however, shall be reduced by a reservation charge credit in an amount equal to the applicable Reservation Charge specified in the Firm Transportation Agreement, calculated on a per GJ basis, multiplied by the difference between the quantity of Gas Transporter authorized for delivery pursuant to section 7 of the GT&C and which was made available by Shipper, and the actual quantity of Gas delivered by Transporter for the account of Shipper. If, however, Transporter and Shipper mutually agree, Transporter may allow Shipper to transport make-up Gas within an agreed-upon period of time, in which event Transporter shall be relieved of its obligation to provide reservation charge credits.

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

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-H 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-H 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.

ARTICLE 10: GENERAL TERMS AND CONDITIONS

- 10.1** 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 a FT-H Hourly Firm Transportation Agreement the GT&C shall prevail.
- 10.2** 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.

Toll Schedule PALS-1 Sheet - Final Form

ARTICLE 3: TOLLS AND CHARGES

- 3.1** The applicable toll payable by Shipper under this Toll Schedule are set forth in the Statement of Tolls found in Tab 8 of this Tariff. These tolls are incorporated herein by reference.
- 3.2** Transporter may elect to provide service at a toll that is less than the maximum but no less than the minimum toll applicable to this Toll Schedule. However, Transporter is not obligated to offer to provide service at any toll less than the maximum toll, each month, for services provided under this Toll Schedule.
- 3.3** Shipper shall pay Transporter each month the product of the quantities of Gas in Shipper's park and loan account, at the end of each Day, times the toll set forth in the effective Park and Loan Service Agreement. If on any Day, Shipper nominates either Parked Gas to be withdrawn or Loaned Gas to be delivered, but Transporter is unable to schedule all such confirmed quantities as nominated on that Day, Transporter will suspend any applicable toll charges until such time as Transporter schedules the confirmed quantities nominated.

ARTICLE 4: OVERRUN AND IMBALANCE QUANTITIES

- 4.1** Overrun quantities and imbalances associated with service under this Toll Schedule are governed by and resolved pursuant to section 9 of the GT&C.

ARTICLE 5: RESERVATIONS

- 5.1** 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 firm transportation Shippers, or enhance Transporter's system.

ARTICLE 6: GENERAL TERMS AND CONDITIONS

- 6.1** 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 a Park and Loan Service Agreement under this Toll Schedule, the GT&C shall prevail.
- 6.2** GT&C section 9 shall apply to the Park and Loan Service Agreement, except that for purposes of this service the applicable tolerance shall be 10 GJ.
- 6.3** 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.

Toll Schedule MBA Sheets - Final Form

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(s) 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 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 Agreement.
- 2.5** Balancing Provider must designate Receipt and Delivery Point(s) under its Transportation Agreement(s) that will allow the physical flow of Gas sufficient to satisfy the requirements of the Agreement.
- 2.6** For purposes of the Transportation Agreement(s) associated with this service, the terms of GT&C section 16 shall apply.
- 2.7** The balancing service pursuant to this Toll Schedule will operate as follows:
- (a) Balancing Provider shall make a nomination prior to service pursuant to GT&C section 5 under its Transportation Agreement.
 - (b) At such time as Balancing Customer either desires to initiate service under the Agreement or requires a change in the quantity of deliveries during a part of any Day, Balancing Provider will notify Transporter by written communication via fax or electronic media 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 change. Upon Transporter's verbal acceptance of a requested change, Balancing Provider will confirm the request via fax or electronic media within one (1) hour, unless agreed otherwise by Transporter. Any change requested by Balancing Provider in the quantity of Gas to be delivered during part of a Day shall not result in deliveries to a Market Point (i) in excess of the total quantity of Gas scheduled by Transporter for Balancing Provider on that Day under its Transportation

Agreement, (ii) in excess of Balancing Provider's Contracted Capacity under its Transportation Agreement, and (iii) in excess of the contract quantities set forth in the Agreement.

- (c) When Balancing Provider requests a change in the quantity of Gas to be delivered to a Market Point during part of a Day, Balancing Provider also shall request the appropriate change to the quantities of Gas received or delivered at 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 Agreement, Transporter may terminate the 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.

General Terms and Conditions Sheets - Final Form

- 1.49** "Reservation Charge" means the reservation charge component of the toll applicable to firm transportation service as specified in Transporter's Tariff and the Firm Transportation Agreement between such Shipper and Transporter.
- 1.50** "Scheduled Daily Delivery" means the quantity of Gas which during any one day Shipper has nominated and Transporter has confirmed for delivery.
- 1.51** "Scheduled Quantity" is the quantity of Gas a Shipper nominates for receipt by Transporter at a Receipt Point and for redelivery by Transporter for Shipper at a Delivery Point, and that Transporter schedules for Transportation.
- 1.52** "Shipper" means a Person who uses the services of Transporter pursuant to the Tariff.
- 1.53** "System Capacity" is the quantitative ability of Transporter's existing system to provide maximum Gas Transportation service. The ability of Transporter's system to maintain Gas Transportation service may be limited by changes in prevailing operating pressures, temperatures, Gas flow rates and Gas flow directions within any portion(s) of Transporter's system, including any Receipt Point(s) or Delivery Point(s); physical capacity limitations of regulators, valves, pipelines or pipeline segments, measuring facilities or appurtenances to Transporter's system; and necessary testing, maintenance, repair, overhaul, alternation, modification, replacement, enlargement, or construction of pipelines, metering, regulating, and other transmission facilities and equipment appurtenant to Transporter's system.
- 1.54** "Tariff" means Transporter's NEB Transportation Tariff, as amended and filed from time to time with the Board.
- 1.55** "Title Transfer Service Agreement" means an agreement pursuant to which Transporter is obligated to provide title transfer service, pursuant to the Title Transfer Service Toll Schedule.
- 1.56** "Transportation" means the receipt of Gas for Shipper's account at Receipt Points on Transporter's pipeline system that are available to Shipper pursuant to Shipper's Transportation Agreement and the delivery, for Shipper's account, of Gas to Transporter at the Delivery Point(s) set forth in Exhibit A of Shipper's Transportation Agreement, including service as available via displacement of Gas received downstream of the Delivery Point(s).
- 1.57** "Transportation Agreement" means an agreement pursuant to the Tariff under which Transporter provides Transportation or other contract services to a Shipper.
- 1.58** "Transporter" means Vector Pipeline Limited Partnership.
- 1.59** "U.S. Pipeline" means Vector Pipeline L.P.

- 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

- 12.1** 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.
- 12.2** Both Transporter and Shipper shall have the right to examine at any reasonable time the applicable records of the other to the extent necessary to verify the accuracy of any statement made under or pursuant to the provisions of the Transportation Agreement. Upon receipt of a request, the requestee will either send the relevant information to the requestor or will provide the requestor the right to review such information in the requestee's offices.

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.

- 13.2** Should Shipper fail to pay all of the amount of any invoice as herein provided on or before the Payment Due Date, Shipper shall pay a charge for late payment which shall be included by Transporter on the next regular monthly bill rendered to Shipper under this section 13. Such charge for late payment shall be determined by multiplying (a) the unpaid portion of the invoice, by (b) the ratio of the number of Days from the Payment Due Date to the date of actual payment to 365, by (c) the interest rate equal to the daily equivalent of the Prime Rate plus one hundred basis points. If such failure to pay continues for 30 Days after the Payment Due Date, Transporter, in addition to any other remedy it may have under the Transportation Agreement, may terminate the Transportation Agreement and/or suspend further delivery of Gas without further notice. Transporter may waive any interest due hereunder for late payment to the extent Transporter determines that extenuating circumstances caused late payment of an invoice by a Shipper.
- 13.3** In the event an error is discovered in the amount billed in any statement rendered by Transporter, such error shall be adjusted within 30 Days of the determination of the error; provided that any claim therefore shall have been made within 60 Days of discovery of such error and, in any event, within 12 months from the date of the statement claimed to be in error. Billing errors shall be corrected as follows:
- (a) Where Shipper has been overcharged and has paid the statement, in the event the overcharge is not the result of Transporter's negligence or bad faith, fraud or willful misconduct, the amount of the overpayment will be refunded to Shipper without interest, provided the overpayment is refunded within 30 days of the determination of the error. Overpayments not refunded within 30 days will be subject to interest charges at the interest rate equal to the daily equivalent of the Prime Rate plus one hundred basis points from the date of the overpayment to the date of the refund. Where the refund is provided to Shipper by way of credit on another Transporter invoice, the overpayment will be deemed to have been refunded on the date the credited invoice was received by the Shipper.
 - (b) Where Shipper has been undercharged by Transporter, Shipper will pay the amount of the undercharge without interest, provided the undercharge is paid within 30 Days of the determination of the error. Undercharge amounts not paid within 30 days will be subject to interest charges at the interest rate equal to the daily equivalent of the Prime Rate plus one hundred basis points from the date of the statement.

Shipper shall have the right to review all records pertaining to its performance under Shipper's Transportation Agreement to verify the amount payable by Shipper to Transporter under the Transportation Agreement in any month, so long as such review shall be completed within two years following the end of the calendar year in which such amount is payable. Such review shall be conducted

during normal business hours, upon written request to Transporter and at Shipper's own expense.

13.4 Pursuant to NAESB Standards, if an invoice is in dispute Shipper shall pay the portion not in dispute and provide documentation identifying the basis for the dispute. If Shipper in good faith:

- (a) Disputes the amount of any such bill or part thereof;
- (b) Pays to Transporter such amounts as it concedes to be correct;
- (c) Provides Transporter with a written notice including a full description of the reasons for the dispute, together with copies of supporting documents; and
- (d) At any time thereafter within 20 days of a demand made by Transporter furnishes good and sufficient surety bond, guaranteeing payment to Transporter of the amount ultimately found due upon such bill after a final determination which may be reached either by agreement or judgment of the courts, as may be the case, then Transporter shall not be entitled to suspend further transportation services because of such non-payment pursuant to section 13.2 unless and until default be made in the conditions of such bond.

13.5 Transporter, without prejudice to any other rights or remedies it may have, shall have the right to withhold and set off payment of any amounts of monies due or owing by Transporter to Shipper, against any and all amounts or monies due or owing by Shipper to Transporter for services provided.

13.6 Any payments received under this section 13 shall first be applied to accrued interest, then to additional charges due, then to the previously outstanding principal, and lastly, to the most current principal due.

13.7 Transporter may waive any de minimis payment obligations or late payment charges accruing under this section 13 to the extent Transporter determines that the administrative costs associated with collecting such charges exceed the amount(s) due.

14. POSSESSION OF GAS

Unless otherwise provided in a service agreement or applicable Toll Schedule, as between Transporter and Shipper, Shipper shall be deemed to be in exclusive control and possession of the Gas (i) prior to receipt by Transporter at the Receipt Point(s) and (ii) after delivery by Transporter at the Delivery Point(s); otherwise, Transporter shall be in exclusive control and possession of the Gas. The party

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, Shipper and Transporter 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 Schedule FT-H; provided, however, either party may request the other party to change the rates of delivery or receipt. The party requested to make such changes will do so to the extent that it can, in its judgment, without adversely affecting its deliveries of Gas to any other Shipper.
- 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 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 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

Daily Delivery 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.

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

Subject to any conditions set forth in the applicable Toll Schedules, this section shall govern qualifications for receipt of service under the applicable Toll Schedules for: Firm Transportation Service, Interruptible Transportation Service, Park and Loan Service, Management of Balancing Service, and Title Transfer Service.

25.1 All Shippers requesting service from Transporter must provide the following information in writing to Transporter at the following address:

c/o Vector Pipeline Limited
38705 Seven Mile Road, Suite 490
Livonia, Michigan 48152
United States

Attention: President

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 16 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 To the extent requests for firm service exceed the available capacity, capacity will be allocated using the bid evaluation criteria as specified in NAESB Standard 5.3.3 as amended from time to time.

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

NAIC

NAIC 1 or NAIC 2

or other equivalent rating from agencies as determined by Transporter. A Shipper who qualifies under this category initially but is later downgraded below investment grade will be required to qualify under another category below.

- 26.2** A Shipper whose long term senior unsecured debt is not rated will be accepted as creditworthy if Transporter determines that, notwithstanding the absence of a rating, the financial position of Shipper (or an Affiliate who guarantees Shipper's obligations under a Transportation Agreement) is acceptable to Transporter. Application for recognition may be made at any time.
- 26.3** A Shipper who does not meet the requirements of sections 26.1 or 26.2 must provide security for its obligations at least thirty (30) days prior to commencement of transportation service, where practicable, but in any event no later than at the time of the first nomination for service under any newly executed Transportation Agreement, or within thirty (30) days that it ceases to be eligible at any time thereafter while it is bound thereby, by either:
- (a) Posting a Letter of Credit from a major banking institution with an investment grade rating or pledging a cash deposit, in either case in an amount equal to twelve (12) months of the tolls payable under the Firm Transportation Agreement or the Interruptible Transportation Agreement or other Transportation Agreement an irrevocable letter of credit or other such equivalent financial guarantees in an amount equal to thirty (30) days of service at the agreed to tolls. Such security shall be adjusted annually to reflect any change in the tolls for the succeeding twelve (12) months; or
 - (b) Providing other security acceptable to Transporter.
- 26.4** Transporter reserves the right to require any Shipper who does not qualify under section 26.1, and who has not been accepted pursuant to section 26.2, to provide evidence reasonably satisfactory to Transporter that Shipper has and will have the capability of providing the security required by section 26.3 above. Any Shipper who qualifies under sections 26.1 or 26.2 by virtue of an Affiliate guaranteeing the obligations of Shipper shall provide an irrevocable agreement of said Affiliate guaranteeing Shipper's obligations and shall provide such guarantee to Transporter concurrently with its Transportation Agreement in such form as is satisfactory to Transporter.
- 26.5** In all instances of assignment of a Shipper's right to Firm Transportation service pursuant to Transporter's Tariff, Shipper's assignee shall be required to establish creditworthiness to Transporter's reasonable satisfaction pursuant to this section 26 prior to Transporter having any obligation to provide Transportation service. If Shipper's assignee cannot establish creditworthiness to Transporter's reasonable satisfaction, Shipper may provide security in lieu of the assignee's provision of

security to satisfy such requirements. Regardless of the nature and source of the security provided to Transporter, Shipper shall at all times remain

- a term less than 15 years shall be deemed for the purposes of the formula to be equal to the maximum applicable toll. Transporter shall not be required to accept any bid at less than Transporter's firm Transportation service toll for a term of less than 15 years as specified in Tab 8 of this Tariff.
- 27.3** If Transporter receives no bids, or if Transporter receives no bids at its 15 year term firm Transportation service toll, and Transporter determines not to accept any bids below its 15 year firm Transportation service toll, Transporter shall notify Shipper of the bid having the highest value to Transporter ("Highest Bid"), or that no bids were received. If Transporter receives a bid at its 15 year term firm Transportation service toll, or if it accepts any bid below this toll level, Transporter shall, within 5 days of the close of the Bidding Period, inform Shipper of the offer to purchase capacity solicited pursuant to section 27.1 herein that Transporter intends to accept. Shipper shall have 5 days after receiving notice to notify Transporter as to whether it will match the highest Bid in terms of price, quantity and duration. If the Shipper elects to match the Highest Bid, it must execute a new Firm Transportation Agreement that contains the terms of the Highest Bid; provided, however, that Shipper shall not be required to pay any toll higher than the 15 year term firm Transportation service toll. If the Shipper fails to match the offer presented by Transporter, Transporter shall enter into a Firm Transportation Agreement with the Person submitting the competing offer.
- 27.4** Transporter shall post any matched offer below the 15 year term firm Transportation service toll on its Web Site for an additional 5 days, during which time bids may be submitted at a higher price. Shipper will be given an opportunity to match any higher bid. This process will repeat until Shipper agrees to pay Transporter's 15 year term firm Transportation service toll, the Shipper fails to match an offer, or no higher bid is submitted. The iterative process shall not extend for greater than 30 days from the initial posting of a matched offer pursuant to this section 27.4. At the expiration of such 30 day period, the most recent offer shall be accepted.
- 27.5** If Transporter receives no bids at the 15 year term firm Transportation service toll and Transporter refuses to accept a lower bid, Transporter may abandon service to Shipper, unless Shipper agrees to pay the 15 year term firm Transportation service toll for a period of one year, or if Transporter and Shipper negotiate the terms and conditions of a Firm Transportation Agreement extension.

28. INCORPORATION IN TOLL SCHEDULES AND TRANSPORTATION AGREEMENTS

These General Terms and Conditions are incorporated in and are a part of Transporter's Toll Schedules and Transportation Agreements. To the extent there is any inconsistency between terms in these General Terms and Conditions and terms in Transporter's Toll Schedule or Transportation Agreements, these General Terms and Conditions shall govern.

Form of Agreement for FT-1, FT-L and FT-H Firm Service Sheets -
Final Form

FORM OF FT-__ FIRM TRANSPORTATION AGREEMENT

**TRANSPORTATION AGREEMENT
FOR FT-__ FIRM TRANSPORTATION OF NATURAL GAS
VECTOR PIPELINE LIMITED PARTNERSHIP**

Firm Transportation Agreement No. _____

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

VECTOR PIPELINE LIMITED PARTNERSHIP, ("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 Toll Schedule FT-__ and the applicable General Terms and Conditions of Transporter's Gas Tariff on file with the National Energy Board ("NEB") as the same may be amended or superseded in accordance with the rules, regulations and legislation of the NEB.

Section 2. Term

2.1 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.

2.2 Shippers paying negotiated tolls may extend the term of this Agreement under terms acceptable to Transporter.

Section 3. Tolls

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

Vector Pipeline Limited Partnership
c/o Vector Pipeline Limited
38705 Seven Mile Road, Suite 490
Livonia, Michigan 48152
Attention: President

Section 5. Superseded Agreements

This FT-__ Firm Transportation Agreement supersedes and cancels as of the effective date hereof the following agreements:

_____, _____

Section 6. Miscellaneous

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

6.2 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 6.2 shall alter, modify or otherwise affect the respective rights of the parties to cancel or terminate this Agreement under the terms and conditions hereof.

6.3 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.

6.4 This Agreement may only be amended by an instrument in writing executed by both parties hereto.

6.5 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.

6.6 Exhibit A attached hereto is incorporated herein by reference and made a part hereof for all purposes.

6.7 The parties hereby agree, subject to the primary jurisdiction of the National Energy Board, that any dispute arising out of or relating to this Agreement, or any breach thereof shall be submitted to final and binding arbitration in Toronto, Ontario in accordance with the Commercial Arbitration Rules and Mediation Procedures 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 Ontario, 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 LIMITED PARTNERSHIP
By VECTOR PIPELINE LIMITED
As General Partner
(Transporter)

Date

By: _____

Title: _____

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
Hourly Delivery Quantity (FT-H only): _____ GJ/hour

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

- (iv) Legal and Other: Attention:
 Telephone:
 Fax:
- (v) Billing and Payment: Attention:
 Telephone:
 Fax:

6. Assignee acknowledges that Assignor will not seek Vector's consent to this Assignment and that Assignee will be required to satisfy Vector's creditworthiness standards contained in its Tariff in order to obtain Transportation service under the FT-__ Firm Transportation Agreement. Pursuant to the FT- __ Tariff, Assignor will remain obligated to Vector to perform and observe the covenants and obligations of the Shipper that are contained in the FT-__ Firm Transportation Agreement and the FT-__ Tariff in regard to the Assigned Volume insofar as Vector is concerned. Consequently, Assignee shall indemnify Assignor for and hold Assignor harmless from all charges that Vector may be entitled to collect from Assignor under the assigned portion of the FT-__ Firm Transportation Agreement and the FT-__ Tariff in regard to the Assigned Volume in the event that Assignee fails to satisfy its obligations to Vector thereunder.

7. Notwithstanding anything to the contrary herein set forth or implied, Assignor reserves and retains for itself exclusively the option or right to renew or otherwise extend the term of the FT-__ Firm Transportation Agreement as relates to all volumes to which Assignor is entitled thereunder, including those volumes assigned to Assignee, in accordance with the FT-__ Tariff and Vector's contractual practice and procedure in that regard.

8. This Assignment and the rights and obligations of the parties hereunder are subject to all valid and applicable present and future laws, rules, regulations, and orders of any governmental or regulatory authority having jurisdiction or control over the parties hereto or either of them, or over the FT-__ Firm Transportation Agreement, the FT-__ Tariff, and the assignment of the service entitlement thereunder.

9. Assignee acknowledges receipt from Assignor of a true copy of the FT-__ Firm Transportation Agreement and declares that it has (or will obtain directly from Vector) a copy of the FT-__ Tariff.

10. This Assignment shall be construed in accordance with and governed by the laws of the province of Ontario and the laws of Canada applicable therein.

11. This Assignment shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

Form of Interruptible Transportation Agreement Sheets - 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 Transporter's Web Site (www.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

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:

Vector Pipeline Limited Partnership
c/o Vector Pipeline Limited
38705 Seven Mile Road, Suite 490
Livonia, Michigan 48152
Attention: President

Section 5. Superseded Agreements

This Interruptible Transportation Agreement supersedes and cancels as of the effective date hereof the following agreements:

_____, _____,

Section 6. Miscellaneous

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

6.2 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 6.2 shall alter, modify or otherwise affect the respective rights of the parties to cancel or terminate this Agreement under the terms and conditions hereof.

6.3 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.

6.4 This Agreement may only be amended by an instrument in writing executed by both parties hereto.

6.5 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.

6.6 The parties hereby agree, subject to the primary jurisdiction of the National Energy Board, that any dispute arising out of or relating to this Agreement, or any breach thereof shall be submitted to final and binding arbitration in Toronto, Ontario in accordance with the Commercial Arbitration Rules and Mediation Procedures 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 Ontario, 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 LIMITED PARTNERSHIP
By VECTOR PIPELINE LIMITED
As General Partner
(Transporter)

_____ By: _____
Date

Title: _____

Form of Park and Loan Service Agreement Sheets - Final Form

FORM OF PARK AND LOAN SERVICE AGREEMENT

**AGREEMENT FOR PARK AND LOAN SERVICE
UNDER TOLL SCHEDULE PALS-1
VECTOR PIPELINE LIMITED PARTNERSHIP**

Park and Loan Service Agreement No. _____

This AGREEMENT FOR PARK AND LOAN SERVICE OF NATURAL GAS ("PALS Agreement" or "Agreement") is made and entered into as of this ____ day of _____, _____ by and between:

VECTOR PIPELINE LIMITED PARTNERSHIP, ("Transporter"),

and

_____, ("Shipper").

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

Section 1. Governmental Authority

This PALS Agreement is subject to all valid legislation with respect to the subject matters hereof and to all valid present and future decisions, orders, rules, regulations and ordinances of all duly constituted governmental authorities having jurisdiction.

Section 2. Quantity of Gas And Priority of Service

2.1 Transporter is willing to park and/or loan, on an interruptible basis, certain quantities of Gas for or to Shipper beginning on the date specified in Section 3 and continuing for the remaining term specified in Section 3 in accordance with the provisions of Transporter's effective Toll Schedule PALS-1 and the applicable General Terms and Conditions of Transporter's 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 all information identified in Transporter's General Terms and Conditions ("GT&C")

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 7. Miscellaneous

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

7.2 Shipper agrees to indemnify and hold Transporter harmless for refusal to park or loan Gas hereunder in the event any downstream transporter fails to receive Gas as contemplated by this Agreement.

7.3 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 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 follows:

Transporter: Vector Pipeline Limited Partnership
c/o Vector Pipeline Limited
Attention: President
38705 Seven Mile Road, Suite 490
Livonia, Michigan 48152
United States

Shipper: 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:

Vector Pipeline Limited Partnership
c/o Vector Pipeline Limited
38705 Seven Mile Road, Suite 490
Livonia, Michigan 48152
Attention: President

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

7.7 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 7.7 shall alter, modify or otherwise affect the respective rights of the parties to cancel or terminate this Agreement under the terms and conditions hereof.

7.8 The parties hereby agree, subject to the primary jurisdiction of the National Energy Board, that any dispute arising out of or relating to this Agreement, or any breach thereof shall be submitted to final and binding arbitration in Toronto, Ontario in accordance with the Commercial Arbitration and Mediation Procedures 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 Ontario, 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 LIMITED PARTNERSHIP
By VECTOR PIPELINE LIMITED
As General Partner
(Transporter)

Date

By: _____

Title: _____

(Shipper)

Date

By: _____

Title: _____

Form of Title Transfer Service Agreement Sheets - Final Form

3.2 Unless otherwise mutually agreed to, Customer shall pay Transporter for services nominated hereunder the maximum applicable tolls and charges, as established under Toll Schedule TTS and set forth on the Statement of Tolls in Transporter's effective National Energy Board 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 National Energy Board or any other body having jurisdiction, revisions to any applicable Toll Schedule, or to propose, file and make effective superseding toll schedules for the purpose of changing the tolls, charges and other provisions thereof effective as to Customer. Said Toll Schedule or superseding toll 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 toll schedule shall be without prejudice to the right of Customer to contest or oppose such filing and its effectiveness.

Section 4. Eligible Points

4.1 Nominations for subsequent physical delivery downstream from each Eligible Point established hereunder must be performed under a valid Subject Service Agreement. Transporter's confirmation of TTS Service 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) has/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 Service 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 will be used exclusively for nominations of accounting 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.

Section 5. Procedures

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

Section 6. Incorporation by Reference of Tariff Provisions

6.1 To the extent not inconsistent with the terms and conditions of this TTS Agreement, the following provisions of Transporter's effective National Energy Board Gas Tariff, and any revisions thereof that may be made effective hereafter are hereby made applicable to and a part hereof by reference:

(a) All of the provisions of Toll Schedule TTS, or any effective superseding toll schedule or otherwise applicable toll schedule; and

(b) All of the provisions of the General Terms and Conditions, as they may be revised or superseded from time to time.

Section 7. Miscellaneous

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

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:

Transporter:

Vector Pipeline Limited Partnership
c/o Vector Pipeline Limited
38705 Seven Mile Road, Suite 490
Livonia, Michigan 48152
United States
Attn: President

Customer:

Attn: _____

or at such other address as either party shall designate by formal written notice to the other.

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:

7.8 Exhibit A attached hereto is incorporated herein by reference and made a part hereof for all purposes.

7.9 The parties hereby agree, subject to the primary jurisdiction of the National Energy Board, that any dispute arising out of or relating to this Agreement, or any breach thereof shall be submitted to final and binding arbitration in Toronto, Ontario in accordance with the Commercial Arbitration and Mediation Procedures 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 Ontario, 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 LIMITED PARTNERSHIP
By VECTOR PIPELINE LIMITED
As General Partner
(Transporter)

Date

By: _____

Title: _____

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. Points of Receipt and Balancing

4.1 The point(s) of receipt and delivery of Gas and the point(s) to be balanced by Transporter is (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

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.

7.6 Exhibit A attached hereto is incorporated herein by reference and made a part hereof for all purposes.

7.7 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 7.7 shall alter, modify or otherwise affect the respective rights of the parties to cancel or terminate this Agreement under the terms and conditions hereof.

7.8 The parties hereby agree, subject to the primary jurisdiction of the National Energy Board, that any dispute arising out of or relating to this Agreement, or any breach thereof shall be submitted to final and binding arbitration in Toronto, Ontario in accordance with the Commercial Arbitration and Mediation Procedures 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 Ontario, as specified in section 7.1 of this Agreement.

Form of Operational Balancing Agreement Sheets - Final Form

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 a Parties' Gas Tariff or General Terms and Conditions, as amended from time to time, it is agreed and understood that the latter shall prevail.

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 are not intended to subject any non-jurisdictional entity to regulation by the National Energy Board under the provisions of its rules, regulations and legislation. 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 THE PROVINCE OF ONTARIO.

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 personally, when delivered, or, if either electronically communicated, mailed, postage prepaid, sent by express mail, or overnight delivery, or if faxed to the other Party, then, when sent, to the following:

Transporter: Vector Pipeline Limited Partnership
 c/o Vector Pipeline Limited
 38705 Seven Mile Road, Suite 490
 Livonia, Michigan 48152
 United States

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