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

Firm Transportation Agreement No. _____

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

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

and

_____, ("**Shipper")**

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

Section 1. <u>Service to be Rendered</u>

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FERC Gas Tariff on file with the Federal Energy Regulatory Commission ("Commission") as the same may be amended or superseded in accordance with the Rules and Regulations of the Commission.

Section 2. <u>Representations and Warranties</u>

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

2.2 Representations and Warranties of Shipper: Shipper represents and warrants that: (i) it is duly organized and validly existing under the laws of the State/Province of _____ and has all requisite legal power

and authority to execute this Agreement and carry out the terms, conditions and provisions hereof; (ii) there are no actions, suits or proceedings pending, or to Shipper's knowledge, threatened against or affecting Shipper before any court or authorities that might materially adversely affect the ability of Shipper to meet and carry out its obligations under this Agreement; and (iii) the execution and delivery by Shipper of this Agreement has been duly authorized by all requisite corporate action.

Section 3. <u>Term</u>

3.1 This Agreement shall be effective from the date hereof (the "Effective Date"). Transporter's obligation to provide Transportation Services and Shipper's obligation to accept and pay for such services, shall commence on _____ for a term of _____, unless otherwise agreed by mutual agreement of the parties.

3.2 Shippers paying Negotiated Rates may extend the term of this Agreement under terms acceptable to Transporter.

Section 4. <u>Rates</u>

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

OR

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

Section 5. <u>Notices</u>

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

Notices to Transporter under this Agreement shall be addressed to vector@vector-pipeline.com, or to:

Vector Pipeline L.P.
c/o Vector Pipeline, LLC
38705 Seven Mile Road, Suite 490
Livonia, Michigan 48152
Attention: President
Fax: (734) 462-0231

Notices to Shipper under this Agreement shall be addressed to:

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

Vector Pipeline L.P.

c/o:_____

_____

_____

_____

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

Section 6. <u>Superseded Agreements</u>

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

Section 7. <u>Miscellaneous</u>

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

7.2 Performance of this Agreement shall be subject to all valid laws, orders, decisions, rules and regulations of duly constituted governmental authorities having jurisdiction or control of any matter related hereto. Should either of the parties, by force of any such law, order, decision, rule or regulation, at any time during the term of this Agreement be ordered or required to do any act inconsistent with the provisions hereof, then for the period during which the requirements of such law, order, decision, rule or

regulation are applicable, this Agreement shall be deemed modified to conform with the requirement of such law, order, decision, rule or regulation; provided, however, nothing in this section 7.2 shall alter, modify or otherwise affect the respective rights of the parties to cancel or terminate this Agreement under the terms and conditions hereof.

7.3 A waiver by either party of any one or more defaults by the other hereunder shall not operate as a waiver of any future default or defaults, whether of a like or of a different character.

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

7.5 Nothing in this Agreement shall be deemed to create any rights or obligations between the parties hereto after the expiration of the term set forth herein, except that termination of this Agreement shall not relieve either party of the obligation to correct any quantity imbalances or Shipper of the obligation to pay any amounts due hereunder to Transporter.

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

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

arbitration. The arbitrators shall apply as the substantive law to the dispute the laws of the State of Michigan, as specified in section 7.1 of this Agreement.

Section 8. <u>Negotiable Terms</u>

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

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

_____

_____.

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

VECTOR PIPELINE L.P. by VECTOR PIPELINE, LLC as General Partner (Transporter)

Date:_____ By:_____

Title:_____

(Shipper)

Date:_____ By:_____

Title:_____

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

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