

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

Capacity Release Transactions Agreement No. _____

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

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

Article I. Purpose

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

Article II. Confirmation Letter

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

Article III. Conditions of Service

- 3.1 Firm transportation service provided pursuant to an award of capacity under Transporter's capacity release program is subject to the terms and conditions of Transporter's FERC Gas Tariff, including the General Terms and Conditions ("GT&C"), the applicable firm rate schedule and rates, and Firm Transportation Agreement. Transporter has the unilateral right to file revisions to these Firm Transportation documents at any time with FERC and to implement such changes pursuant to the regulations and orders of

the appropriate regulatory authority, and Replacement Shipper has the right to protest such filings.

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

Article IV. Term

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

Article V. Notices

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

Transporter:	Vector Pipeline L.P. c/o Vector Pipeline, LLC 38705 Seven Mile Road, Suite 490 Livonia, Michigan 48152 Fax: (734) 462-0231
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required to do any act inconsistent with the provisions hereof, then for the period during which the requirements of such law, order, decision, rule or regulation are applicable, this Agreement shall be deemed modified to conform with the requirement of such law, order, decision, rule or regulation; provided, however, nothing in this section 6.3 shall alter, modify or otherwise affect the respective rights of the parties to cancel or terminate this Agreement under the terms and conditions hereof.

- 6.4 A waiver by either party of any one or more defaults by the other hereunder shall not operate as a waiver of any future default or defaults, whether of a like or of a different character.
- 6.5 This Agreement may only be amended by an instrument in writing executed by both parties hereto.
- 6.6 Nothing in this Agreement shall be deemed to create any rights or obligations between the parties hereto after the expiration of the term set forth herein, except that termination of this Agreement shall not relieve either party of the obligation to correct any quantity imbalances or Shipper of the obligation to pay any amounts due hereunder to Transporter.
- 6.7 The Confirmation Letter attached hereto is incorporated herein by reference and made a part hereof for all purposes.
- 6.8 The parties hereby agree, subject to the primary jurisdiction of the Commission, that any dispute arising out of or relating to this Agreement, or any breach thereof, shall be submitted to final and binding arbitration in Detroit, Michigan, in accordance with the Rules of Commercial Arbitration of the American Arbitration Association (AAA) then in effect. The dispute shall be decided by a panel of three neutral arbitrators, qualified by education, training, and experience to hear the dispute, chosen as follows. The party initiating the arbitration proceeding shall name one arbitrator at the time it notifies the other party of its intention to arbitrate their dispute, and the responding party shall name an arbitrator within fifteen (15) days of receiving the above notification. Within twenty (20) days of the appointment of the second arbitrator, the two arbitrators shall select a third arbitrator to act as chairman of the tribunal. If either party fails to appoint an arbitrator within the allotted time or the two party-appointed, neutral arbitrators fail to appoint a third arbitrator as provided above, the AAA shall appoint the arbitrator(s). Any vacancies will be filled in accordance with the above procedure. The parties expressly agree to the consolidation of separate arbitral proceedings for the resolution in a single proceeding of all disputes that arise from the same factual situation, and the parties further expressly agree that any issue of arbitrability or the existence, validity, and scope of the agreement to arbitrate shall be decided by the arbitrators.

The parties further agree that either party may apply to a court of competent jurisdiction, pending arbitration, for injunctive relief to preserve the status quo, to preserve assets, or to protect documents from loss or destruction, and such application will not be deemed inconsistent with or operate as a waiver of the party's right to arbitration. The arbitrators shall apply as the substantive law to the dispute the laws of the State of Michigan, as specified in section 6.2 of this Agreement.

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

**VECTOR PIPELINE L.P.
By VECTOR PIPELINE, LLC
As General Partner
(Transporter)**

Date: _____

By: _____

Title: _____

(Replacement Shipper)

Date: _____

By: _____

Title: _____