

VECTOR PIPELINE SYSTEM QUICKNOM™ ACCESS AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

Section 1. Scope of Agreement

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

Section 2. Terms and Conditions

2.1 Subscriber's use of QuickNom™ shall be in accordance with and subject to the terms and conditions of this Agreement, any existing service agreements between Transporter and Subscriber, and all the terms and conditions of any applicable tariff to any transaction performed by Subscriber. In the event of any conflict between the above, the applicable tariff shall take precedence over any existing service agreements, which shall take precedence over this Agreement.

2.2 Authorized Use and Confidentiality of Secured Transactions

2.2.1 Use of QuickNom™ USERIDs and passwords by Subscriber is limited to only those person(s) who have been authorized by the Subscriber to conduct Secured Transactions ("Authorized Personnel") as indicated in the attached Schedule A to this Agreement. Transporter shall provide each Authorized Personnel with an individualized user identification code ("USERID") and password(s).

2.2.2 Subscriber shall designate a contact ("Subscriber Contact") who shall inform Transporter on an as needed basis which Authorized Personnel of Subscriber shall have access to QuickNom™.

2.2.3 Subscriber shall not disclose to persons other than Authorized Personnel, and Subscriber and Transporter shall keep completely confidential, all USERIDs and passwords issued to Subscriber by Transporter. In addition, each Authorized Personnel shall not disclose to any other person, and shall keep completely confidential, the individualized USERID and password issued to such Authorized Personnel.

2.2.4 Subscriber is solely responsible for all usage or activity of its registered USERID and password(s). Any fraudulent, abusive, or otherwise illegal activity may be grounds for termination of Subscriber's account, at Transporter's sole discretion, and Subscriber may be referred to appropriate law enforcement agencies.

2.2.5 Subscriber Contact shall immediately inform Transporter verbally, to be confirmed in writing, or in writing whenever it desires to terminate or limit access to QuickNom™ that has been previously granted to any Authorized Personnel.

2.2.6 Subscriber shall be solely responsible for any and all unauthorized or otherwise improper use of USERIDs and passwords by Authorized Personnel who at any point are no longer employed or controlled by Subscriber. Transporter reserves the right to invalidate any password or USERID. Transporter will provide prompt notice and inform the Subscriber as to the reason for the invalidation. This subsection does not apply after notice has been given under sections 2.2.5 or 2.2.7.

2.2.7 Subscriber may at any time request termination of specific USERIDs and passwords through Subscriber Contact and Transporter shall effect such termination as soon as possible.

2.2.8 Transporter shall at all times use due diligence to protect the confidentiality of Subscriber's use of and information contained in Secured Transactions on QuickNom™.

2.3 Other Terms and Conditions

2.3.1 Transporter may change, suspend or discontinue any aspect of QuickNom™ at any time, including the availability of any feature, database, or content. Transporter may also impose limits on certain features and services or restrict Subscriber access to parts or all of QuickNom™ without notice or liability. Transporter shall provide prompt notice to Subscriber of any change, suspension or discontinuance.

2.3.2 Transporter may, in its sole discretion, terminate or suspend Subscriber's access to all or part of QuickNom™ for any reason, including, without limitation, breach of the Subscriber Agreement, or assignment of the Subscriber Agreement by Subscriber without the express written consent of Transporter. Transporter shall provide prompt notice to Subscriber of any termination or suspension.

2.3.3 Neither party shall be liable for any failure to perform its obligations in connection with this Agreement, where such failure results from any act of God or other cause beyond such party's reasonable control (including, without limitation, any mechanical, electronic or communications failure) which prevents such party from transmitting or receiving any information and which, by the exercise of due diligence, such party is unable to prevent or overcome.

2.3.4 Unless otherwise specifically provided in this Agreement, Transporter shall not be liable to Subscriber nor to any third party for:

[A] any direct, indirect, incidental, special, punitive or consequential losses or damages, including loss of profits, loss of earnings and loss of business opportunities resulting from Subscriber's use of QuickNom™; and

[B] any losses, claims, damages, expenses, liabilities or costs (including legal fees) resulting from any claim that Subscriber's use of QuickNom™ infringes the copyright, patent, trademark, trade secret, confidentiality, privacy, or other industrial or intellectual property rights or contractual rights of any third party.

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

2.3.5 Each party, at its own expense, shall provide and maintain the equipment, software, services and testing necessary to effectively and reliably transmit and receive information, including use of a fax as a backup system of communication.

2.3.6 To the extent permitted by law, the Parties agree that valid and enforceable obligations may be created through the Secured Transactions and on QuickNom™. The Parties expressly waive any rights to object to the validity of a transaction solely on the grounds that communication between the Parties occurred solely by electronic means.

2.3.7 Without regard to the absence of any writings or traditional signatures, the Parties agree that, to the extent permitted by law, the records of Secured Transactions shall be admissible and may be used as evidence of the information contained therein.

Section 3. Term

3.1 This Agreement shall be in full force and effect from the date of execution and shall continue until terminated by Subscriber immediately on notice, or by Transporter on at least thirty (30) days notice. Subscriber agrees that Vector shall have the unilateral right to file with appropriate regulatory authorities and to make changes effective in:

3.1.1 the tolls/rates and charges (if any) applicable to Secured Transactions conducted pursuant to this Agreement; or

3.1.2 any provision of the applicable NEB or FERC Tariff and toll/rate schedules applicable to this Agreement.

Section 4. Addresses

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

Vector Pipeline L.P.
c/o Vector Pipeline, LLC
38705 Seven Mile Road
Suite 490
Livonia, MI 48152
Attn: Office Manager
Phone: (734) 462-0232
Fax: (734) 462-0231

Subscriber:

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

Section 5. Interpretation

5.1 This Agreement has been made in and shall be construed and enforced in accordance with the laws of the State of Michigan without regard to the conflict of laws provisions therein. Any action to enforce this agreement shall be brought in the federal or state courts, as applicable, located in Michigan.

5.2 This Agreement and the obligations of the parties are subject to all present and future valid laws with respect to the subject matter, and to all valid present and future orders, rules and regulations of duly constituted authorities having jurisdiction.

Section 6. Miscellaneous

6.1 QuickNom™, as well as Transporter's charges applicable thereto and the form of agreement for use thereof are subject to FERC and NEB jurisdiction where applicable. Subscriber expressly understands and agrees:

6.1.1 that this Agreement and Subscriber's use of QuickNom™ are subject to the orders, tariffs and agreement authorized or issued by the FERC or NEB as the case may be; and

6.1.2 that this Agreement may be revised by Transporter to conform to any such orders, tariffs or agreement. When such revision is made, Transporter shall promptly post notice of the revision on QuickNom™ and the revision shall become binding on Subscriber.

6.2 Transporter may monitor Subscriber's use of QuickNom™ and use or disclose any information gathered as part of Transporter's evaluation of QuickNom™ and Secured Transactions to satisfy any law, regulation or other government request, and to operate QuickNom™ properly and efficiently. Transporter may, in its sole discretion, develop and use consumer research based on Subscriber's use of QuickNom™ and the Secured Transactions, but shall keep Subscriber-specific information confidential. All marketing information shall be subject, in all cases, to compliance with the applicable laws and regulations, as the same may be amended from time to time.

6.3 Transporter reserves the right at any time to charge fees for access to portions of QuickNom™. In the event that Transporter so elects, it shall post notice on QuickNom™ prior to the imposition of such fee. Subscriber shall pay all fees and charges incurred through Subscriber's account at the tolls/rates in effect for the billing period in which such fees and charges are incurred, including, but not limited to, charges for any products or services offered for sale on QuickNom™ or by any other vendor or service provider. All fees and charges shall be billed to and paid for by Subscriber. Subscriber shall pay all applicable taxes relating to use of QuickNom™ through Subscriber's account. Subscriber's right to use QuickNom™ is subject to any limits established by Transporter in its sole discretion.

6.4 QuickNom™ may contain links to sites on the Internet which are owned and operated by third parties (the "External Sites"). Subscribers acknowledge that Transporter is not responsible for the availability of, or the content located on or through, any External Site. Subscriber should contact the site administrator or Webmaster for those External Sites if Subscriber has any concerns regarding such links or the content located on such External Sites.

6.5 Subscriber agrees to indemnify, defend and hold Transporter and its affiliates, and their respective officers, directors, owners, agents, information providers and licensors (collectively, the "Transporter Parties") harmless from and against any and all claims, liability, losses, costs and expenses (including attorneys' fees) incurred by any Transporter Party in connection with any use of QuickNom™ under Subscriber's password by any person, whether or not authorized by it, except where Transporter has had notification under sections 2.2.5 or 2.2.7. Transporter reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by Subscriber, and in such case, Subscriber agrees to cooperate with Transporter's defense of such claim.

6.6 Subscriber agrees that it shall not use QuickNom™ to, directly or indirectly, disrupt Transporter's network or network services or to attempt to breach any firewall or other security provisions of QuickNom™.

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

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

By: _____

Title: _____

(Subscriber)

By: _____

Title: _____

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

COMPANY INFORMATION

Company Name ("Shipper"):

Company Mailing Address:

Company Phone Number:

Company Fax Number:

AUTHORIZED SIGNATURE

Name:

Title:

Signature:

Date:

AUTHORIZED PERSONNEL

#1 Name "Subscriber Contact"
(i.e. primary contact individual)

Address:

Phone Number:

Fax Number:

Email Address:

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

Notifications:

Curtailment Scheduling Critical Capacity Release
 Invoice Marketing Shipper Credit

#2 Name:

Address:

Phone Number:

Fax Number:

Email Address:

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

Notifications:

Curtailment Scheduling Critical Capacity Release
 Invoice Marketing Shipper Credit

