

FORM OF INTERRUPTIBLE TRANSPORTATION AGREEMENT

**TRANSPORTATION AGREEMENT FOR
IT-1 INTERRUPTIBLE TRANSPORTATION OF NATURAL GAS
VECTOR PIPELINE LIMITED PARTNERSHIP**

Interruptible Transportation Agreement No. _____

This TRANSPORTATION AGREEMENT FOR IT-1 INTERRUPTIBLE TRANSPORTATION OF NATURAL GAS ("**IT-1 Interruptible 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 IT-1 and the applicable General Terms and Conditions of Transporter's Tariff on file with the National Energy Board ("NEB") as the same may be amended or superseded in accordance with the rules and regulations of the NEB.

Section 2. Term

The term of this Agreement shall commence as of _____ and shall continue in full force and effect until terminated by either party at any time upon ten (10) days prior written notice; provided, however, that neither termination nor notice thereof shall relieve either party of the obligation to perform pursuant to the terms of this Agreement as relates to any transaction commencing prior to termination. Pregranted abandonment shall apply upon termination of this agreement.

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
United States
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: _____

(Shipper)

_____ By: _____
Date

Title: _____