

**FORM OF TITLE TRANSFER SERVICE AGREEMENT**

**AGREEMENT FOR TITLE TRANSFER SERVICE  
UNDER TOLL SCHEDULE TTS  
VECTOR PIPELINE LIMITED PARTNERSHIP**

**Title Transfer Service Agreement No. \_\_\_\_\_**

This AGREEMENT FOR TITLE TRANSFER SERVICE ("**TTS Agreement**" or "**Agreement**") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between:

**VECTOR PIPELINE LIMITED PARTNERSHIP, ("Transporter"),**

and

\_\_\_\_\_, ("**Customer**").

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

WHEREAS, from time to time, Customer, its customers and principals obtain rights for transportation service from Transporter under which these parties have the right to deliver natural gas into, move gas through, or receive gas from, various Transporter facilities, in accordance with service agreements that have been entered into in accordance with Transporter's National Energy Board Tariff (the "Subject Service Agreements"); and,

WHEREAS, Customer, on behalf of itself, its customers and principals, arranges for various services in conjunction with the performance required or permitted by Transporter under the Subject Service Agreements; and,

WHEREAS, in the course of performing such services, Customer may identify and obtain sources and/or markets on behalf of other customers under the Subject Service Agreements, the identity of which Customer seeks to protect for commercial purposes; and,

WHEREAS, to that end, Transporter and Customer have agreed to procedures that will accommodate Customer's nomination of quantities of gas at points of interconnection between Transporter and other parties for the limited purpose of title transfers among buyers and sellers of such quantities, which procedures do not entitle Customer to receive any transportation service under Transporter's National Energy Board Tariff

separate from the entitlements under the Subject Service Agreements, nor do they entitle Customer to maintain physical imbalances on Transporter's system.

## **Section 1. Quantities**

**1.1** During the term of this TTS Agreement, Transporter will accept nominations for Title Transfer Service ("TTS") from Customer, in accordance with the procedures set forth in section 5, below. All accounting receipt data provided by Customer to Transporter at each Eligible Point must be accompanied by a corresponding nomination for accounting delivery at such Eligible Point; otherwise, Transporter shall be entitled to reject nomination data provided by Customer for any Eligible Point at which accounting receipts do not equal accounting deliveries. This equalization requirement shall apply to TTS Service hereunder every Day, regardless of any capacity constraint, curtailment requirement, or operating limitation that may be imposed on the Subject Service Agreements.

**1.2** Transporter's obligation to accept nominations hereunder shall be limited to the contractual entitlements of Customer, its customers, or its principals -- as Customers under the Subject Service Agreements -- to receive service from Transporter as confirmed under this Agreement. 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.

**1.3** Nothing under this Agreement shall convey to Customer any right to Transportation by Transporter. The Transportation of gas nominated for TTS Service in accordance with this Agreement requires that the Customer, its customers, or its principals obtain entitlement to service from Transporter under another service agreement, in accordance with all applicable provisions of Transporter's National Energy Board Gas Tariff.

## **Section 2. Term of Agreement**

**2.1** This TTS Agreement shall be effective as of the date first written above, and shall continue in effect for a term through and including \_\_\_\_\_ and from month to month thereafter, until either party terminates this TTS Agreement by giving 10 days prior written notice to the other. Transporter shall also have the unilateral right to terminate this Agreement within 24 hours in the event Transporter determines Customer has failed to comply with the terms of Toll Schedule TTS.

## **Section 3. Toll**

**3.1** Customer shall pay Transporter, each month for which TTS is provided, for services rendered pursuant to this Agreement in accordance with Transporter's Toll Schedule TTS, or superseding Toll Schedule(s), on file with and subject to the jurisdiction of the National Energy Board.

**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 rate 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:

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

**7.4** 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 7.4 shall alter, modify or otherwise affect the respective rights of the parties to cancel or terminate this Agreement under the terms and conditions hereof.

**7.5** 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.

**7.6** Each party to this TTS Agreement bears responsibility for all of its own breaches, tortious acts, or tortious omissions connected in any way with the TTS Agreement causing damages or injuries of any kind to the other party or to any third party, unless otherwise expressly agreed in writing between the parties. The offending party as a result of such offense shall hold harmless and indemnify the non-offending party against any claim, liability, loss or damage whatsoever suffered by the non-offending party or by any third party, including without limitation actual damages, litigation expenses, court costs, and attorneys' fees; and the phrase "tortious acts or tortious omissions" shall include without limitation sole or concurrent simple negligence, gross negligence,

recklessness, and intentional acts or omissions. This TTS Agreement does not contemplate any third party beneficiaries.

**7.7** 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 Customer of the obligation.

**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)**

\_\_\_\_\_ By: \_\_\_\_\_  
Date

Title: \_\_\_\_\_

**(Customer)**

\_\_\_\_\_ By: \_\_\_\_\_  
Date

Title: \_\_\_\_\_

**EXHIBIT A  
TO  
TITLE TRANSFER SERVICE AGREEMENT  
UNDER TOLL SCHEDULE TTS**

Title Transfer Point

Meter Identification Number

As identified on the Vector web site.

As identified on the Vector web site.