

GUARANTY

THIS GUARANTY dated and effective as of _____ by _____
_____ (the "Guarantor"), a _____ (insert jurisdiction of
formation and entity type) _____ to and in favor of **Vector Pipeline Limited Partnership**, an Alberta
limited partnership and **Vector Pipeline L.P.**, a Delaware limited partnership (each entity being
hereinafter referred to collectively and/or individually as the "Counterparty" as the circumstances
require).

IN CONSIDERATION of (i) dealings between the Counterparty, _____
(the "Debtor") and (ii) the Counterparty agreeing that it may grant credit to the Debtor (being
transactions which the Guarantor will benefit from, directly or indirectly), the Guarantor agrees as
follows:

1. Obligations

The Guarantor irrevocably and unconditionally guarantees to the Counterparty, its successors
and permitted assigns the due and punctual payment of all present and future amounts payable
(including damages, if any, arising from a failure to perform) by the Debtor to the Counterparty
whenever, however or wherever incurred under one or more agreements for the transportation of
natural gas and other related services (collectively the "Obligations"). In addition, the Guarantor
agrees to pay the Counterparty, upon demand, all costs and expenses (including, without
limitation, reasonable attorney fees and costs) that it incurs in connection with enforcing any of its
rights under and collecting upon this Guaranty.

2. Nature of Guaranty

The liability of the Guarantor shall be absolute and unconditional irrespective of any change in the
name, ownership, objects, capital, constating documents or by-laws of the Debtor or any
amalgamation, sale, merger or reorganization of the Debtor or, if a partnership, in the firm (in
which case this Guaranty shall apply to the corporation or partnership, as the case may be,
resulting or continuing therefrom). This Guaranty is a guarantee of payment and not of collection.

3. Liability as Primary Debtor

This Guaranty shall apply in respect of all Obligations despite: (i) any incapacity, disability, or lack
or limitation of status, authorization or power of the Debtor or any of its directors, officers or
agents, (ii) the Debtor not being a legal entity, (iii) the bankruptcy, insolvency, dissolution or
liquidation of the Debtor, and (iv) any lack of a written contract or of execution of documents by
the Debtor if the Debtor has agreed in writing with the Counterparty to be bound by transactions
without such writing or execution. Any such Obligations which may not be recoverable from the
Guarantor as guarantor shall be recoverable from the Guarantor as principal debtor upon demand
and with interest, calculated and payable as provided in this Guaranty.

4. Continuing Guarantee

This is a continuing guarantee and shall apply to and secure payment of all Obligations and any
ultimate unpaid balance thereof. Notwithstanding anything in this Guaranty to the contrary, this
Guaranty shall continue to be effective or shall be reinstated (as the case may be) in respect of a
particular Obligation if at any time (before or after termination of this Guaranty) any payment in
connection with that Obligation is rescinded or must otherwise be restored or returned by the
Counterparty upon the insolvency, bankruptcy or reorganization of the Debtor or for any other
reason whatsoever, all as though such payment had not been made.

5. Term

This Guaranty will remain in full force and effect until the earlier of _____ or until it is terminated with regard to future transactions by the Guarantor giving Notice of termination to the Counterparty (a "Termination Notice"). If the Guarantor delivers a Termination Notice to the Counterparty, this Guaranty shall be terminated, subject to any prior expiry as set out above, effective as at the later of (i) the effective date of such termination as specified in the Termination Notice and (ii) the sixtieth (60th) day following actual receipt of the Termination Notice by the Counterparty. Such termination shall not affect the Guarantor's liability relating to Obligations arising from transactions entered into on or prior to the effective date of such termination and this Guaranty shall remain in effect with respect to such Obligations.

6. Right to payment

The Guarantor's liability under this Guaranty will not be affected by the existence, validity, enforceability, perfection or extent of any collateral or security for the Obligations. The Counterparty shall not be obligated to file any claim relating to the Obligations if the Debtor becomes subject to a bankruptcy, reorganization or similar proceeding and the failure of Counterparty to do so shall not affect the Guarantor's obligations under this Guaranty. The Counterparty shall not be bound to file suit or seek or exhaust its recourse against the Debtor or any other person or to realize on any security it may hold in respect of the Obligations before being entitled to payment under this Guaranty. The Guarantor renounces all benefits of discussion and division.

7. Dealings by Counterparty

The Counterparty may, without giving notice to or obtaining the consent of the Guarantor, enter into agreements and transactions with the Debtor, amend or modify agreements with the Debtor, settle or compromise any of the Obligations, grant extensions of time and other indulgences, take and give up securities, accept compositions, grant releases and discharges, whether full, partial, conditional or otherwise, perfect or fail to perfect any securities, release any undertaking, property or assets charged by any securities to third parties and otherwise deal or fail to deal with the Debtor and others (including, without limitation, any other guarantors) and securities, hold moneys received from the Debtor and others or from any securities unappropriated, apply such moneys against part of the Obligations and change any such application in whole or in part from time to time, all as the Counterparty may see fit, without prejudice to or in any way discharging or diminishing the liability of the Guarantor. No loss of securities received by the Counterparty from the Debtor or any other persons shall in any way discharge or diminish the liability of the Guarantor, unless occasioned through the fault of the Counterparty.

8. Payment

If the Debtor fails to pay any Obligation when due, the Guarantor will pay that Obligation directly to the Counterparty promptly upon the Counterparty's demand in accordance with this Guaranty. The liability of the Guarantor shall be payable immediately upon written demand delivered to the Guarantor's address set forth in this Guaranty or at such other address as the Guarantor may from time to time designate by notice to the Counterparty. The Guarantor shall make payment of each Obligation in the currency (the "Contract Currency") in which the Debtor is required to pay that Obligation. If the Guarantor makes payment of any Obligation to the Counterparty in a currency (the "Other Currency") other than the Contract Currency (whether voluntarily or pursuant to an order or judgment of a court or tribunal of any jurisdiction), such payment shall constitute a discharge only to the extent of the amount of the Contract Currency that the Counterparty is able to purchase with such payment on the date of receipt in accordance with normal commercial practice. The Guarantor indemnifies the Counterparty, and shall promptly pay the Counterparty,

for any difference between the amount of the Contract Currency so purchased and the amount of the Obligation paid in the Other Currency.

9. Waivers

The Guarantor waives notice of acceptance of this Guaranty and waives diligence, presentment, protest, notice of protest, acceleration or dishonor and all demands whatsoever other than the demand described in the preceding section of this Guaranty. Any failure of the Counterparty to exercise, and any delay by the Counterparty (other than a delay that gives rise to a defense under an applicable statute of limitation) in exercising, any right, remedy or power under this Guaranty shall not operate as a waiver of such right, remedy or power. Any single or partial exercise by the Counterparty of any right, remedy or power under this Guaranty shall not preclude any other or future exercise of any right, remedy or power.

10. Maximum Liability

Notwithstanding any other provision of this Guaranty, the Guarantor's aggregate outstanding liability under this Guaranty is limited to _____ **[U.S.]** dollars; provided that this Guaranty shall cover and the Guarantor shall pay, in addition, (i) interest (at the rate set forth in Section 8(a) above) after demand by the Counterparty under this Guaranty until payment by the Guarantor and (ii) the enforcement costs and expenses (including, without limitation, reasonable attorney fees and costs) to which the Counterparty is entitled under this Guaranty.

Except to the extent that the Obligations expressly provide that the Debtor shall have liability for damages other than direct, actual damages, THE LIABILITY OF THE GUARANTOR SHALL BE LIMITED TO DIRECT, ACTUAL DAMAGES AND THE GUARANTOR SHALL NOT BE LIABLE FOR CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES IN TORT, CONTRACT OR OTHERWISE, INCLUDING DAMAGES FOR LOST PROFITS.

11. Subrogation rights

Until the Obligations have been fully paid and discharged, the Guarantor shall not have any right to be subrogated to any rights of the Counterparty against the Debtor. Upon the Guarantor having fully and unconditionally paid and discharged its obligations under this Guaranty, the Guarantor shall be subrogated to the rights of the Counterparty against the Debtor.

12. Taxes and Set-off

All amounts payable by the Guarantor shall be paid without any deduction or withholding whatsoever for amounts payable to third parties (other than the Debtor), whether for duties, levies or taxes imposed, levied or assessed by any authority or any other matter whatsoever, unless and to the extent that the Guarantor shall be prohibited by law from doing so, in which event the Guarantor shall (i) forthwith pay to the Counterparty an additional amount so that the amount received by the Counterparty will equal the full amount of the Obligations, and (ii) pay to the relevant authorities the full amount of the deduction or withholding (including any deduction or withholding on any additional amounts payable pursuant to this sentence). The Guarantor has the right to set-off any amounts due by the Counterparty to the Debtor under the applicable Obligation against any payment due under this Guaranty.

13. Reservation of Defenses

The Guarantor hereby waives all suretyship defenses of every kind and all payments required hereunder shall be made in accordance with the terms hereof, provided that the Guarantor shall have the benefit of and the right to assert any defenses against the claims of the Counterparty that are available to the Debtor, other than defenses (i) arising from the bankruptcy of the Debtor, (ii) expressly waived in this Guaranty, (iii) arising from the lack of due authorization, execution or

delivery by the Debtor of any agreement(s) creating or giving rise to the Obligations, (iv) previously asserted by the Debtor, to the extent that the claim of the Counterparty against which any defense was asserted by the Debtor has been successfully and finally resolved in favor of the Counterparty by a court of competent jurisdiction and last resort, and (v) arising from legal or equitable set-off.

14. Representations and Warranties

The Guarantor hereby represents and warrants that (i) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation; (ii) the execution, delivery and performance of this Guaranty are within the Guarantor's powers, have been duly authorized by all necessary action and do not violate the Guarantor's charter or by-laws or any law, order or contractual restriction binding on the Guarantor; (iii) any governmental and other consents required with respect to the execution, delivery and performance of this Guaranty by the Guarantor have been obtained and are in full force and effect and all conditions of any such consents have been complied with; (iv) this Guaranty constitutes the legal, valid and binding obligation of the Guarantor, enforceable against it in accordance with its terms (except as enforceability may be limited by bankruptcy, insolvency, moratorium and other laws affecting enforcement of creditors' rights in general and general principles of equity); and (v) it expects to derive advantage from each and every extension of credit to the Debtor.

15. Additional security

This Guaranty is in addition and without prejudice to any security of any kind (including, without limitation, any other guaranties, whether or not in the same form) held by the Counterparty.

16. Notices

Every communication, request, demand and notice of any kind (in each case, a "Notice") delivered or required to be delivered under this Guaranty shall be in writing and delivered either personally, via prepaid overnight courier service, via certified or registered mail or via facsimile transmission. A Notice shall be deemed received if sent to the address or fax number specified below: (i) on the day received if sent by overnight courier delivery and received during the recipient's normal business hours, or at the beginning of the recipient's next business day after receipt if not received during the recipient's normal business hours, (ii) on the next business day if sent by facsimile transmission when sender has machine confirmation that the Notice was transmitted, and (iii) ten (10) business days after mailing if sent by certified or registered mail.

To the Guarantor:

Attn:
Fax:

To the Counterparty:

**Vector Pipeline Limited Partnership and
Vector Pipeline L.P.**
c/o Vector Pipeline, LLC
38705 Seven Mile Road
Suite 490
Livonia, Michigan 48152

Attn: Roland Vandebroeck
Fax: (734) 462-0231

The Guarantor or the Counterparty may change its address for Notices by providing Notice to the other.

17. Further assurances

The Guarantor shall from time to time upon the request of the Counterparty, execute and deliver, under seal or otherwise, all such further agreements, instruments and documents and do all such further acts and things as the Counterparty may require to give effect to the transactions contemplated by this Guaranty.

18. Successors and assigns

This Guaranty shall enure to the benefit of and be binding upon the successors and permitted assigns of the Guarantor and the Counterparty. This Guaranty shall not be assigned or otherwise transferred, in whole or in part, by the Guarantor or the Counterparty without the prior written consent of the other, which consent shall not be unreasonably withheld.

19. Governing law and attornment

This Guaranty shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflicts of laws principles. Each of the Guarantor and the Counterparty irrevocably submits to the non-exclusive jurisdiction of the courts of the State of New York in any action or proceeding arising out of or relating to this Guaranty and waives any objection to such jurisdiction on the grounds that it is an inconvenient forum or any similar grounds. The Guarantor consents to the service of process in any action or proceeding relating to this Guaranty by Notice to the Guarantor in accordance with the provisions of Section 16 hereof. Nothing in this Section 19 shall prevent the Counterparty from enforcing any judgment arising from this Guaranty against the Guarantor in any other jurisdiction.

20. Entire Agreement

There are no representations, conditions, agreements or understandings with respect to this Guaranty or affecting the liability of the Guarantor or the Counterparty other than as set forth or referred to in this Guaranty. No provision of this Guaranty may be amended or waived except by a written instrument executed by the Guarantor and the Counterparty.

IN WITNESS WHEREOF, the Guarantor has executed this Guaranty as of the date first above written.

GUARANTOR

By: _____

Name: _____

Title: _____