

**FORM OF PARK AND LOAN SERVICE AGREEMENT**

**AGREEMENT FOR PARK AND LOAN SERVICE  
UNDER TOLL SCHEDULE PALS-1  
VECTOR PIPELINE LIMITED PARTNERSHIP**

**Park and Loan Service Agreement No. \_\_\_\_\_**

This AGREEMENT FOR PARK AND LOAN SERVICE OF NATURAL GAS (“**PALS Agreement**” or “**Agreement**”) is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between:

**VECTOR PIPELINE LIMITED PARTNERSHIP, (“Transporter”),**

and

\_\_\_\_\_, (**“Shipper”**).

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

**Section 1. Governmental Authority**

This PALS Agreement is subject to all valid legislation with respect to the subject matters hereof and to all valid present and future decisions, orders, rules, regulations and ordinances of all duly constituted governmental authorities having jurisdiction.

**Section 2. Quantity of Gas And Priority of Service**

**2.1** Transporter is willing to park and/or loan, on an interruptible basis, certain quantities of Gas for or to Shipper beginning on the date specified in Section 3 and continuing for the remaining term specified in Section 3 in accordance with the provisions of Transporter's effective Toll Schedule PALS-1 and the applicable General Terms and Conditions of Transporter's Tariff.

**2.2** 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.

**2.3** Prior to initiation of service, Shipper shall provide Transporter with all information identified in Transporter's General Terms and Conditions (“GT&C”) applicable to Toll Schedule PALS-1 or as otherwise required by the National Energy Board.

### **Section 3. Term of Agreement**

This Agreement shall become effective 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.

### **Section 4. Points of Receipt**

**4.1** The point(s) of receipt and delivery of Gas deliveries to Transporter is (are) as designated by the parties.

**4.2** Shipper shall deliver or cause to be delivered to Transporter any Gas to be parked or loaned to be repaid hereunder at pressures sufficient to deliver such Gas into Transporter's system at the point(s) of receipt.

### **Section 5. Operating Procedure**

**5.1** Shipper shall conform to the operating procedures set forth in Transporter's GT&C.

**5.2** Nothing in Section 5.1 shall compel Transporter to park or loan, as applicable, Gas pursuant to Shipper's request on any given Day. Transporter shall have the right to interrupt or curtail the advancement and return of Gas for the account of Shipper pursuant to Transporter's Toll Schedule PALS-1.

### **Section 6. Toll(s), Toll Schedules and General Terms and Conditions of Service**

**6.1** Shipper shall pay Transporter each month for services rendered pursuant to this Agreement in accordance with Transporter's Toll Schedule PALS-1, or superseding toll schedule(s), on file with and subject to the jurisdiction of National Energy Board.

**6.2** Unless otherwise mutually agreed to, Shipper shall pay Transporter for services nominated hereunder the maximum applicable tolls and charges, as established under Toll Schedule PALS-1 and set forth on the Statement of Tolls in Transporter's effective National Energy Board Gas Tariff, including any applicable surcharges.

**6.3** Transporter shall have the unilateral right from time to time to propose and file with the National Energy Board such changes in the tolls and charges applicable to Park and Loan Service pursuant to this Agreement, the toll schedule(s) under which this service is hereunder provided, or any provisions of Transporter's GT&C applicable to such services. Shipper shall have the right to protest any such changes proposed by Transporter and to exercise any other rights that Shipper may have with respect thereto.

## **Section 7. Miscellaneous**

**7.1** This Agreement shall be interpreted according to the laws of the Province of Ontario.

**7.2** Shipper agrees to indemnify and hold Transporter harmless for refusal to park or loan Gas hereunder in the event any downstream transporter fails to receive Gas as contemplated by this Agreement.

**7.3** 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 follows:

Transporter: Vector Pipeline Limited Partnership  
c/o Vector Pipeline Limited  
Attention: President  
38705 Seven Mile Road, Suite 490  
Livonia, Michigan 48152  
United States

Shipper: 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  
TD Canada Trust – Main Branch, Edmonton  
Edmonton, AB  
Account Number: 0701 0572337  
Bank Code/Transit Number: 004-82389  
SWIFT: TDOMCATTOR

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** 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.

**7.5** This Agreement may only be amended by an instrument in writing executed by both parties hereto.

**7.6** 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.

**7.7** 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 7.7 shall alter, modify or otherwise affect the respective rights of the parties to cancel or terminate this Agreement under the terms and conditions hereof.

**7.8** 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: \_\_\_\_\_

**(Shipper)**

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

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