

**AGREEMENT FOR MANAGEMENT OF BALANCING AGREEMENT
VECTOR PIPELINE L.P.**

Management of Balancing Agreement No. _____

THIS AGREEMENT FOR MANAGEMENT OF BALANCING ("**Management of Balancing Agreement**" or "**Agreement**") is made and entered into this _____ day of _____, _____, by and between:

VECTOR PIPELINE L.P., ("**Transporter**"),

and

_____, ("**Balancing Provider**").

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

Article I. Government Authority

- 1.1 This Management of Balancing Agreement is made pursuant to the regulations of the Federal Energy Regulatory Commission ("Commission") contained in 18 C.F.R. Part 284, as amended from time to time, and pursuant to Rate Schedule MBA and the applicable General Terms and Conditions of Transporter's FERC Gas Tariff.
- 1.2 This Agreement is subject to all valid legislation with respect to the subject matters hereof, either state or federal, and to all valid present and future decisions, orders, rules, regulations and ordinances of all duly constituted governmental authorities having jurisdiction.

Article II. Quantity of Gas and Priority of Service

- 2.1 Quantities of Gas and points to be diverted under Rate Schedule MBA will be as specified in Balancing Provider's schedule to be provided to Transporter.
- 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, Balancing Provider shall provide Transporter with any information required by the FERC, as well as all information identified in Transporter's General Terms and Conditions ("GT&C") and as set forth in Rate Schedule MBA.

Article III. Term of Agreement

- 3.1 This Agreement shall be effective as of the date hereof and shall continue in full force and effect until _____, subject to cancellation by Transporter, at its discretion, in the event Balancing Provider does not utilize the MBA services in any twelve (12) consecutive months.
- 3.2 The rate for this service shall be applied to all quantities managed under this service.

Article IV. Balancing Points and Market Point

- 4.1 The Balancing Point(s) of receipt and delivery of Gas and the Market Point to be balanced by Transporter are as designated in Exhibit A, attached hereto.

Article V. Operating Procedure

- 5.1 Balancing Provider shall conform to the terms of Transporter's GT&C and Rate Schedule MBA.

Article VI. Rate(s), Rate Schedules and General Terms and Conditions of Service

- 6.1 Balancing Provider shall pay Transporter, each month for which the MBA service is provided, for services rendered pursuant to this Agreement in accordance with Transporter's Rate Schedule MBA, or superseding rate schedule(s), on file with and subject to the jurisdiction of FERC.
- 6.2 Unless otherwise mutually agreed to, Balancing Provider shall pay Transporter for services hereunder the maximum applicable rates and charges, as established under Rate Schedule MBA and set forth on the Statement of Rates and Charges in Transporter's effective FERC Gas Tariff, including any applicable surcharges.
- 6.3 Transporter shall have the unilateral right from time to time to propose and file with the Commission such changes in the rates and charges applicable to Management of Balancing Agreement service pursuant to this Agreement, the rate schedule(s) under which this service is hereunder provided, or any provisions of Transporter's GT&C applicable to such services. Balancing Provider shall have the right to protest any such changes proposed by Transporter and to exercise any other rights that Balancing Provider may have with respect thereto.

Article VII. Miscellaneous

- 7.1 This Agreement shall be interpreted according to the laws of the State of Michigan.

7.2 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 Balancing Provider at the location designated herein. Routine communications shall be considered as duly delivered when received by ordinary mail. Unless notified in writing, the addresses of the parties are as follows:

Transporter: Vector Pipeline L.P.
 c/o Vector Pipeline, LLC
 38705 Seven Mile Road, Suite 490
 Livonia, Michigan 48152
 Fax: (734) 462-0231

Balancing Provider:

- 7.3 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.
- 7.4 This Agreement may only be amended by an instrument in writing executed by both parties hereto.
- 7.5 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 Balancing Provider of the obligation to pay any amounts due hereunder to Transporter.
- 7.6 Exhibit A attached hereto is incorporated herein by reference and made a part hereof for all purposes.
- 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 regulations; 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 Commission, that any dispute arising out of or relating to this Agreement, or any breach thereof shall be submitted to final and binding arbitration in Detroit, Michigan, in accordance with the Rules of Commercial Arbitration 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 the State of Michigan, 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 L.P.
By VECTOR PIPELINE, LLC
As General Partner
(Transporter)**

Date: _____

By: _____
John T. Donaldson, Jr.

Title: _____
President

(Balancing Provider)

Date: _____

By: _____

Title: _____

**EXHIBIT A
FORM OF SERVICE AGREEMENT
MANAGEMENT OF BALANCING AGREEMENT
UNDER RATE SCHEDULE MBA**

I. Contact Information:

Balancing Customer

II. Balancing Point(s): _____

III. Market Point: _____

IV. Balancing Provider's Associated Transportation Agreement(s): _____

Term of the MBA Agreement: _____