

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 “Vector Companies or Vector Company” as the circumstances require).

IN CONSIDERATION of (i) dealings between one or both Vector Companies and _____ (the “Debtor”) and (ii) the Vector Companies agreeing that one or both of them may, but will not be obligated to, grant credit to the Debtor, the Guarantor agrees as follows:

1. Obligations

The Guarantor irrevocably and unconditionally guarantees to each Vector Company, its successors and 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 either or both Vector Companies 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 each Vector Company, 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 ownership of the Debtor or any amalgamation, sale, merger or reorganization of the Debtor (in which case this Guaranty shall also apply to the entity resulting or continuing therefrom). This Guaranty is a guarantee of payment and not of collection.

3. Continuing Obligations

This Guaranty shall apply in respect of all Obligations despite the occurrence of one or more of the following: (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, and (iii) the bankruptcy, insolvency, dissolution or liquidation of the Debtor.

4. Continuing Guarantee

This is a continuing guarantee and shall apply to and secure payment of all Obligations. 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 either Vector Company 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 it is terminated with regard to future transactions by the Guarantor giving written notice of termination to the Vector Companies (a “Termination Notice”). If the Guarantor delivers a Termination Notice to the Vector Companies, this Guaranty shall be terminated effective as at the later of (i) the effective date of such termination as specified in the Termination Notice and (ii) the thirtieth (30th) day following actual

receipt of the Termination Notice by the Vector Companies. 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, or by the failure of, the existence, validity, enforceability or perfection of any collateral or security for the Obligations.

7. Dealings by Vector Companies

Each Vector Company 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 security, accept compositions, grant releases and discharges, whether full, partial, conditional or otherwise, perfect or fail to perfect any security interest, allocate or reallocate moneys to the Obligations, release any undertaking, property or assets and otherwise deal or fail to deal with the Debtor and others (including, without limitation, any other guarantors) and security, all as either Vector Company may see fit, without prejudice to or in any way discharging or diminishing the liability of the Guarantor.

8. Currency

The Guarantor shall make payment of each Obligation in the currency (the "Contract Currency") in which the Debtor is required to pay the Obligation. If the Guarantor makes payment of any Obligation to a Vector Company 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 such Vector Company is able to purchase with such payment on the date of receipt in accordance with normal commercial practice. The Guarantor indemnifies such Vector Company, and shall promptly pay such Vector Company, 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 and notice of protest, acceleration or dishonor. Any failure of either Vector Company to exercise, and any delay by either Vector Company in exercising, any right, remedy or power under this Guaranty shall not operate as a waiver of such 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 to such amount, the costs and expenses of enforcing this Guaranty (including, without limitation, reasonable attorney fees and costs).

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 either Vector Company against the Debtor. Upon the Obligations being fully and unconditionally paid and discharged, the Guarantor shall be subrogated to the rights of the Vector Companies against the Debtor.

12. Taxes

All amounts payable by the Guarantor shall be paid without any deduction or withholding whatsoever for amounts payable to third parties, 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) pay to the applicable Vector Company an additional amount so that the amount received by such Vector Party 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).

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.

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; and (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).

15. 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, prepaid overnight courier service, certified or registered mail, facsimile transmission or email. 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 or email, (ii) on the next business day if sent by facsimile transmission when sender has machine confirmation that the Notice was transmitted, and (iii) three (3) business days after mailing if sent by certified or registered mail.

To the Guarantor:

Attn: _____
Fax: _____

To either or both Vector Companies:

**Vector Pipeline Limited Partnership and
Vector Pipeline L.P.**

c/o Vector Pipeline, LLC
38705 Seven Mile Road
Suite 490

Livonia, Michigan 48152
Attn: Credit

Email: vectorcredit@vector-pipeline.com
Fax: (734) 462-0231

The Guarantor or the Vector Companies may change their addresses for Notices by providing Notice to the other.

16. Successors and assigns

This Guaranty shall inure to the benefit of and be binding upon the successors and permitted assigns of the Guarantor and the Vector Companies.

17. Governing law, jurisdiction and service

This Guaranty shall be governed by and construed in accordance with the laws of the State of Michigan, without regard to its conflicts of laws principles. Each of the Guarantor and the Vector Companies irrevocably submits to the non-exclusive jurisdiction of the courts of the State of Michigan 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 15 hereof. Nothing in this Section 17 shall prevent either Vector Company from enforcing any judgment arising from this Guaranty against the Guarantor in any other jurisdiction.

18. Entire Agreement

There are no representations, conditions, agreements or understandings with respect to this Guaranty or affecting the liability of the Guarantor or the Vector Companies 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 party against whom it is to be enforced.

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

GUARANTOR

By: _____

Name: _____

Title: _____