

# FORMS ON FILE WITH THE MICHIGAN PUBLIC SERVICE COMMISSION

**MICHIGAN CONSOLIDATED  
GAS COMPANY**

**11-2005**



Contract Type: Rate GS-2

Contract No. \_\_\_\_\_

## Large Volume Gas Service Agreement

This Large Volume Gas Service Agreement ("Agreement"), is entered into and between

Michigan Consolidated Gas Company ("MichCon") and \_\_\_\_\_ ("Customer").

### SECTION 1- PARTIES:

<b>MichCon:</b> Michigan Consolidated Gas Company 2000 Second Avenue, Suite 1600 Detroit, MI 48226  <b>Notices:</b> Director, Gas Supply & Marketing Services  <b>Phone:</b> (313) 235-1007  <b>Fax:</b> (313) 235-1065	<b>Customer:</b>  <b>Notices:</b>  <b>Phone:</b>  <b>Fax:</b>
--	---

### SECTION 2- GENERAL PROVISIONS:

1. MichCon agrees to deliver gas to Customer for use in its premises located at \_\_\_\_\_ in \_\_\_\_\_, Michigan, which shall be purchased by Customer in accordance with this Agreement, including Attachment A, if applicable, and the rules and regulations of MichCon's Tariff, as revised from time to time by the Michigan Public Service Commission.
2. This Agreement shall be effective from \_\_\_\_\_ and terminates on \_\_\_\_\_.
  - a. Thereafter, the term of this Agreement shall automatically extend for successive periods of one year, unless and until terminated pursuant to Section 2b.
  - b. This Agreement may be terminated by either party at the end of the initial term or the end of any succeeding one year term by either party giving 30 days prior written notice to the other party, or as otherwise agreed in writing by the parties.
3. Customer's estimated annual usage is \_\_\_\_\_ MMBtu.
4. Customer's estimated maximum daily usage is \_\_\_\_\_ MMBtu.
5. Customer agrees that no gas delivered by MichCon under this Agreement may be used for residential purposes.
6. Customer shall pay any assessments, surcharges, taxes and tariffs, however designated, levied, or charged resulting from this Agreement, including, without limitation, all state and local privilege or excise taxes and any amount in lieu of such taxes, tariffs and duties paid by MichCon (all collectively referred to as "Taxes and Assessments"), exclusive however of taxes based on the net income of MichCon, property taxes, and MichCon's single business taxes. Customer shall reimburse MichCon for any Taxes and Assessments which are collected and remitted or paid on Customer's behalf by MichCon because of Customer's failure to pay.
7. Customer is responsible for all costs associated with construction of additional MichCon facilities which may be required to serve incremental gas load.

Michigan Public Service  
Commission

**November 15, 2005**

Filed \_\_\_\_\_

CANCELLED  
BY \_\_\_\_\_  
ORDER \_\_\_\_\_ U-6300

REMOVED BY \_\_\_\_\_ RL  
DATE \_\_\_\_\_ 02-22-06

**FORMS ON FILE WITH THE MICHIGAN PUBLIC  
SERVICE COMMISSION**

**MICHIGAN CONSOLIDATED  
GAS COMPANY**

5-2005



Contract Type: Rate GS-2

Contract No. \_\_\_\_\_

**Large Volume Gas Service Agreement**

This Large Volume Gas Service Agreement ("Agreement"), is entered into and between

Michigan Consolidated Gas Company ("MichCon") and \_\_\_\_\_ ("Customer").

**SECTION 1- PARTIES:**

<b>MichCon:</b> Michigan Consolidated Gas Company 2000 Second Avenue, Suite 1600 Detroit, MI 48226  <b>Notices:</b> Director, Gas Supply & Marketing Services  <b>Phone:</b> (313) 235-1007  <b>Fax:</b> (313) 235-1065	<b>Customer:</b>  <b>Notices:</b>  <b>Phone:</b>  <b>Fax:</b>
--	---

**SECTION 2- GENERAL PROVISIONS:**

1. MichCon agrees to deliver gas to Customer for use in its premises located at \_\_\_\_\_ in \_\_\_\_\_, Michigan, which shall be purchased by Customer in accordance with this Agreement, including Attachment A, if applicable, and the rules and regulations of MichCon's Tariff, as revised from time to time by the Michigan Public Service Commission.
2. This Agreement shall be effective from \_\_\_\_\_ and terminates on \_\_\_\_\_.
  - a. Thereafter, the term of this Agreement shall automatically extend for successive periods of one year, unless and until terminated pursuant to Section 2b.
  - b. This Agreement may be terminated by either party at the end of the initial term or the end of any succeeding one year term by either party giving 30 days prior written notice to the other party, or as otherwise agreed in writing by the parties.
3. Customer's estimated annual usage is \_\_\_\_\_ MMBtu.
4. Customer's estimated maximum daily usage is \_\_\_\_\_ MMBtu.
5. Customer agrees that no gas delivered by MichCon under this Agreement may be used for residential purposes.
6. Customer shall pay any assessments, surcharges, taxes and tariffs, however designated, levied, or charged resulting from this Agreement, including, without limitation, all state and local privilege or excise taxes and any amount in lieu of such taxes, tariffs and duties paid by MichCon (all collectively referred to as "Taxes and Assessments"), exclusive however of taxes based on the net income of MichCon, property taxes, and MichCon's single business taxes. Customer shall reimburse MichCon for any Taxes and Assessments which are collected and remitted or paid on Customer's behalf by MichCon because of Customer's failure to pay.
7. Customer is responsible for all costs associated with construction of additional MichCon facilities which may be required to serve incremental gas load.

Michigan Public Service  
Commission

**May 31, 2005**

Filed \_\_\_\_\_

CANCELLED  
BY \_\_\_\_\_  
ORDER \_\_\_\_\_ U-6300

REMOVED BY \_\_\_\_\_ RL  
DATE \_\_\_\_\_ 11-15-05

FORMS ON FILE WITH THE MICHIGAN PUBLIC  
SERVICE COMMISSIONMICHIGAN CONSOLIDATED  
GAS COMPANY

1-2003

**CONTRACT FOR LARGE VOLUME GAS SERVICE**For service under  
Rate Schedule No. 6  
M.P.S.C. No. 4

CANCELLED BY ORDER	U-6300
REMOVED BY	JKB
DATE	05-31-05

THIS AGREEMENT, entered this \_\_\_\_\_ day of \_\_\_\_\_, between MICHIGAN CONSOLIDATED GAS COMPANY (hereinafter called the "Company"), and \_\_\_\_\_ located at \_\_\_\_\_ in \_\_\_\_\_, Michigan (hereinafter called the "Customer").

In consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree with each other as follows:

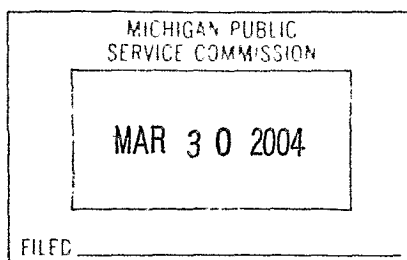
**Service to Which This Contract Applies**

Gas hereafter taken by the Customer from the Company for use in the premises located at \_\_\_\_\_ in \_\_\_\_\_, Michigan, shall be sold and delivered by the Company and shall be purchased and taken by the Customer under and in accordance with Rate Schedule No. 6, entitled LARGE VOLUME RATE.

The customer agrees that no gas supplied by the Company under this contract will be used for residential purposes.

**Limitation of Use**

The customer shall not use gas under this contract in excess of \_\_\_\_\_ Mcf in any one calendar month or in excess of \_\_\_\_\_ Mcf in any calendar year.



Continued on Sheet No. SF-40.01

**FORMS ON FILE WITH THE MICHIGAN PUBLIC  
SERVICE COMMISSION**

**MICHIGAN CONSOLIDATED  
GAS COMPANY**

11-2005

8. The entire agreement between the parties shall consist of this Agreement, including Attachment A attached hereto, if applicable, together with MichCon's Tariff, including the General Service Rate Schedule (together referred to as the "Agreement"). Any prior understandings, representations, promises, undertakings, agreements or inducements, whether written or oral, concerning the subject matter hereof not contained herein shall have no force and effect. The Agreement may be modified or amended only by writing duly executed by both parties.
9. Unless otherwise specified, the terms in this Agreement shall have the meaning set forth in Section E of MichCon's Tariff.

**SECTION 3 - CHARGES:**

Per MichCon's Rate ScheduleGS-2 of the Tariff.

**SECTION 4- REMOTE ELECTRONIC METER READING SERVICE:**

1. Customer ☐ has ☐ has not elected Remote Electronic Meter Reading Service which shall be provided in accordance with MichCon's Tariff and Attachment A.
2. The monthly charge for Remote Electronic Meter Reading will be \$ \_\_\_\_\_ ( \_\_\_\_\_ meters multiplied by \$ \_\_\_\_\_).

**SECTION 5- STANDBY SERVICE:**

1. Customer and MichCon agree that Standby Service ☐ will ☐ will not be provided under this Agreement.
2. Customer's Standby Service will be \$ \_\_\_\_\_ MMBtu per hour for a total monthly charge of \$ \_\_\_\_\_ (calculated by \_\_\_\_\_ x \_\_\_\_\_).
3. Customer shall pay a Standby Service surcharge per MichCon's General Service Rate Schedule.

**SECTION 6- SIGNATURES:**

This Agreement is made as of the _____ day of _____, 200__	MichCon:	By: _____
		Title: _____
	Customer:	By: _____
		Title: _____

Michigan Public Service  
Commission

**November 15, 2005**

Filed \_\_\_\_\_

Page 2 of 2

CANCELLED  
BY  
ORDER \_\_\_\_\_ U-6300

REMOVED BY \_\_\_\_\_ RL

DATE \_\_\_\_\_ 02-22-06

**FORMS ON FILE WITH THE MICHIGAN PUBLIC  
SERVICE COMMISSION**

**MICHIGAN CONSOLIDATED  
GAS COMPANY**

5-2005

8. The entire agreement between the parties shall consist of this Agreement, including Attachment A attached hereto, if applicable, together with MichCon's Tariff, including the General Service Rate Schedule (together referred to as the "Agreement"). Any prior understandings, representations, promises, undertakings, agreements or inducements, whether written or oral, concerning the subject matter hereof not contained herein shall have no force and effect. The Agreement may be modified or amended only by writing duly executed by both parties.
9. Unless otherwise specified, the terms in this Agreement shall have the meaning set forth in Section F of MichCon's Tariff.

**SECTION 3 - CHARGES:**

Per MichCon's Rate ScheduleGS-2 of the Tariff.

**SECTION 4- REMOTE ELECTRONIC METER READING SERVICE:**

1. Customer ☐ has ☐ has not elected Remote Electronic Meter Reading Service which shall be provided in accordance with MichCon's Tariff and Attachment A.
2. The monthly charge for Remote Electronic Meter Reading will be \$ \_\_\_\_\_ ( \_\_\_\_\_ meters multiplied by \$ \_\_\_\_\_).

**SECTION 5- STANDBY SERVICE:**

1. Customer and MichCon agree that Standby Service ☐ will ☐ will not be provided under this Agreement.
2. Customer's Standby Service shall be \_\_\_\_\_ MMBtu per hour.
3. Customer shall pay a Standby Service surcharge per MichCon's General Service Rate Schedule.

**SECTION 6- SIGNATURES:**

<b>This Agreement</b>  <b>is made as of the _____</b>  <b>day of _____,</b>  <b>200__</b>	<b>MichCon:</b>	<b>By:</b> _____ <b>Title:</b> _____
	<b>Customer:</b>	<b>By:</b> _____ <b>Title:</b> _____

CANCELLED  
BY \_\_\_\_\_ U-6300  
ORDER \_\_\_\_\_  
  
 REMOVED BY \_\_\_\_\_ RL  
DATE \_\_\_\_\_ 11-15-05

Page 2 of 2

Michigan Public Service  
Commission

**May 31, 2005**

Filed \_\_\_\_\_

Continued on Sheet No. SF-40.02

FORMS ON FILE WITH THE MICHIGAN PUBLIC  
SERVICE COMMISSIONMICHIGAN CONSOLIDATED  
GAS COMPANY

1-2003

**Rates and Charges**

The Customer agrees to pay the Company for all gas supplied hereunder in accordance with the rates specified in the Company's Rate Book M.P.S.C. No. 4 and Rate Schedule No. 6 forming part thereof.

**Special Taxes**

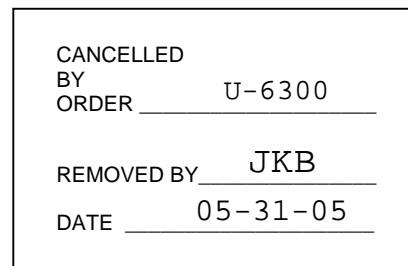
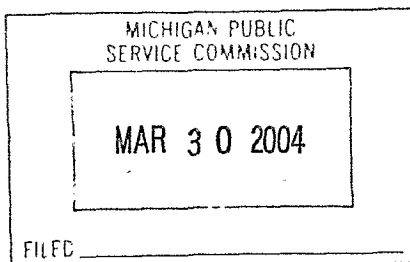
- (a) In municipalities which levy special taxes, license fees or street rentals against the Company, and which levy has been successfully maintained, the standard of rates shall be increased within the limits of such municipalities so as to offset such special charges and thereby prevent the customers in other localities from being compelled to share any portion of such local increase.
- (b) Bills shall be increased to offset any new or increased specific tax or excise imposed by any governmental authority upon the Company's production, transmission or sale of gas.

**Period of Contract**

Subject to approval by an officer of the Company or that officer's designee, this contract shall be effective for an initial period commencing on \_\_\_\_\_, 20\_\_\_\_, and ending on \_\_\_\_\_, 20\_\_\_\_, and from year to year thereafter, subject to the right of either party to terminate the same at the end of said initial period or of any yearly extension thereof, by written notice to the other given not less than thirty (30) days prior to the date of such intended termination.

**Contingencies**

Failure to deliver or accept deliveries of said gas as herein provided shall not subject either party to liability, if such failure is due to war, strikes, explosions, fires, accidents or other reasonably unavoidable causes.



Continued on Sheet No. SF-40.02

**FORMS ON FILE WITH THE MICHIGAN PUBLIC  
SERVICE COMMISSION**

**MICHIGAN CONSOLIDATED  
GAS COMPANY**

5-2005

**ATTACHMENT A**

**Electronic Meter Reading**

1. MichCon owns the gas billing metering equipment as listed in paragraph 7 below ("Metering Equipment").
  2. MichCon shall furnish to Customer, on a daily basis, gas usage data generated by its electronic measurement equipment associated with the Metering Equipment ("Electronic Data"). This Electronic Data will be provided via e-mail to an electronic address identified by Customer.
  3. It is expressly understood by Customer that MichCon will provide the Electronic Data on a "commercially reasonable efforts" basis. MichCon does not assume any responsibility for any damages, loss or expense, including excess gas usage, if any, sustained by Customer or any other person, arising out of the non-operation, malfunction or faulty performance of the electronic measurement equipment, for any reason including improper installation or failure by MichCon to maintain the equipment in good operating condition. It is also expressly understood by Customer that the Electronic Data provided herein is on an "as is" basis. Specifically, any use whatsoever which Customer shall make of the Electronic Data shall be entirely at its own risk. MichCon makes no representations or warranty as to the accuracy of the Electronic Data and MichCon shall not be liable for direct, indirect or consequential damages resulting from Customer's use of the Electronic Data, including, but not limited to, temporary or permanent loss of receipt or use of the Electronic Data.
- MICHCON DISCLAIMS ANY AND ALL WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE.
4. All Electronic Data provided is solely intended for use by the Customer in monitoring its natural gas usage and is not provided for the purpose of measuring the volume of gas used for billing by MichCon. If volume differences occur between Electronic Data provided and the monthly billing statement, the volumes indicated on MichCon's Metering Equipment will be used for billing by MichCon.
  5. Customer grants to MichCon, its agents and employees, the free right of ingress to and egress from Customer's premises at all reasonable hours for the purpose of installing, conducting inspections, performing maintenance work on, replacing or removing electronic measurement equipment. Customer shall also provide adequate protection to prevent damage to and tampering or interference with the electronic metering equipment.
  6. This Agreement and the installation and operation of electronic measurement equipment are subject to MichCon's applicable policies, procedures, rules and regulations. MichCon reserves the right to modify its existing Metering Equipment and to remove and/or replace electronic measurement devices if deemed necessary by MichCon.

CANCELLED  
BY \_\_\_\_\_  
ORDER U-6300

REMOVED BY RL

DATE 02-22-06

1

Michigan Public Service Commission  <div style="border: 1px solid black; padding: 5px; display: inline-block;"> <b>May 31, 2005</b> </div> Filed _____
--

FORMS ON FILE WITH THE MICHIGAN PUBLIC  
SERVICE COMMISSIONMICHIGAN CONSOLIDATED  
GAS COMPANY

1-2003

**Rules and Regulations**

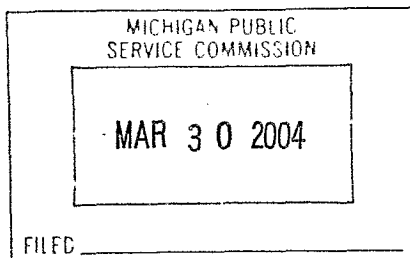
Service under and the term of this contract shall be subject to the Rules and Regulations of the Company as filed with and approved by the Michigan Public Service Commission, and all other applicable laws, rules and regulations.

The rates and charges herein stated are the present legal rates and charges of the Company applicable to the gas service hereinabove referred to, as filed with the approved by the Michigan Public Service Commission. Should such rates and charges at any time be increased or decreased in such manner as may at the time be lawful, the increased or decreased rates and charges shall be substituted for the rates and charges stipulated in this contract unless the Customer elects to cancel this contract within thirty (30) days after written notice of such increase or decrease in rates and charges by he Company.

**Agents Cannot Modify**

No agent of the Company shall have the power to amend, modify, alter or waive any of the conditions hereof except upon the approval of a duly authorized officer of the Company, or to bind the Company by making any promise or representation contrary to or inconsistent with the provisions hereof.

The obligations under this contract shall be binding upon, and all rights created hereunder shall inure to the benefit of, the parties hereto, and their successors or heirs, and assigns.



CANCELLED	
BY	U-6300
ORDER	
REMOVED BY JKB	
DATE	05-31-05

Continued on Sheet No. SF-40.03



FORMS ON FILE WITH THE MICHIGAN PUBLIC  
SERVICE COMMISSION

MICHIGAN CONSOLIDATED  
GAS COMPANY

5-2005

7. Metering Equipment:

Service Address

Meter Number

<p>Michigan Public Service Commission</p> <div style="border: 1px solid black; padding: 5px; text-align: center;"> <p><b>May 31, 2005</b></p> </div> <p>Filed _____</p>
---

<p>CANCELLED BY ORDER _____ U-6300</p> <p>REMOVED BY _____ RL</p> <p>DATE _____ 02-22-06</p>
--

FORMS ON FILE WITH THE MICHIGAN PUBLIC  
SERVICE COMMISSIONMICHIGAN CONSOLIDATED  
GAS COMPANY

1-2003

This contract shall not be effective unless approved by the President or a Vice President of the Company.

Approved for:

MICHIGAN CONSOLIDATED GAS COMPANY

By \_\_\_\_\_  
Stephen E. Ewing  
President, Michigan Consolidated Gas Company

Dated: \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Customer

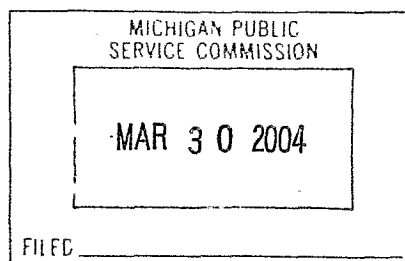
By \_\_\_\_\_

\_\_\_\_\_  
Official Capacity

CANCELLED  
BY  
ORDER \_\_\_\_\_ U-6300

REMOVED BY \_\_\_\_\_ JKB

DATE \_\_\_\_\_ 05-31-05



# FORMS ON FILE WITH THE MICHIGAN PUBLIC SERVICE COMMISSION

**MICHIGAN CONSOLIDATED  
GAS COMPANY**

**11-2005**



Contract Type: Rate S

Contract No. \_\_\_\_\_

## School Gas Service Agreement

This School Gas Service Agreement ("Agreement"), is entered into and between Michigan Consolidated Gas Company ("MichCon") and \_\_\_\_\_ ("Customer").

### SECTION 1- PARTIES:

<b>MichCon:</b>	Michigan Consolidated Gas Company 2000 Second Avenue, Suite 1600 Detroit, MI 48226	<b>Customer:</b>	
<b>Notices:</b>	Director, Gas Supply & Marketing Services	<b>Notices:</b>	
<b>Phone:</b>	(313) 235-1007	<b>Phone:</b>	
<b>Fax:</b>	(313) 235-1065	<b>Fax:</b>	

### SECTION 2- GENERAL PROVISIONS:

1. MichCon agrees to deliver gas to Customer for use in the school building or buildings located at \_\_\_\_\_ in \_\_\_\_\_, Michigan, which shall be purchased by Customer in accordance with this Agreement, including Attachment A, if applicable, and the rules and regulations of MichCon's Tariff, including Rate Schedule S, as revised from time to time by the Michigan Public Service Commission.
2. This Agreement shall be effective from \_\_\_\_\_ and terminates on \_\_\_\_\_.
  - a. Thereafter, the term of this Agreement shall automatically extend for successive periods of one year, unless and until terminated pursuant to Section 2b.
  - b. This Agreement may be terminated by either party at the end of the initial term or the end of any succeeding one year term by either party giving 30 days prior written notice to the other party, or as otherwise agreed in writing by the parties.
3. Customer's estimated annual usage is \_\_\_\_\_ MMBtu.
4. Customer's estimated maximum daily usage is \_\_\_\_\_ MMBtu.
5. The entire agreement between the parties shall consist of this Agreement, including Attachment A attached hereto, if applicable, together with MichCon's Tariff, including the applicable Rate Schedule (together referred to as the "Agreement"). Any prior understandings, representations, promises, undertakings, agreements or inducements, whether written or oral, concerning the subject matter hereof not contained herein shall have no force and effect. The Agreement may be modified or amended only by writing duly executed by both parties.
6. Customer is responsible for all costs associated with construction of additional MichCon facilities which may be required to serve incremental gas load.

Michigan Public Service  
Commission

**November 15, 2005**

Filed \_\_\_\_\_

CANCELLED  
BY  
ORDER \_\_\_\_\_ U-6300

REMOVED BY \_\_\_\_\_ RL  
DATE \_\_\_\_\_ 02-22-06

# FORMS ON FILE WITH THE MICHIGAN PUBLIC SERVICE COMMISSION

**MICHIGAN CONSOLIDATED  
GAS COMPANY**

5-2005



Contract Type: Rate S

Contract No. \_\_\_\_\_

## School Gas Service Agreement

This School Gas Service Agreement ("Agreement"), is entered into and between Michigan Consolidated Gas Company ("MichCon") and \_\_\_\_\_ ("Customer").

### SECTION 1- PARTIES:

<b>MichCon:</b> Michigan Consolidated Gas Company 2000 Second Avenue, Suite 1600 Detroit, MI 48226  <b>Notices:</b> Director, Gas Supply & Marketing Services  <b>Phone:</b> (313) 235-1007  <b>Fax:</b> (313) 235-1065	<b>Customer:</b>  <b>Notices:</b>  <b>Phone:</b>  <b>Fax:</b>
--	---

### SECTION 2- GENERAL PROVISIONS:

1. MichCon agrees to deliver gas to Customer for use in the school building or buildings located at \_\_\_\_\_ in \_\_\_\_\_, Michigan, which shall be purchased by Customer in accordance with this Agreement, including Attachment A, if applicable, and the rules and regulations of MichCon's Tariff, including Rate Schedule S, as revised from time to time by the Michigan Public Service Commission.
2. This Agreement shall be effective from \_\_\_\_\_ and terminates on \_\_\_\_\_.  
 a. Thereafter, the term of this Agreement shall automatically extend for successive periods of one year, unless and until terminated pursuant to Section 2b.  
 b. This Agreement may be terminated by either party at the end of the initial term or the end of any succeeding one year term by either party giving 30 days prior written notice to the other party, or as otherwise agreed in writing by the parties.
3. Customer's estimated annual usage is \_\_\_\_\_ MMBtu.
4. Customer's estimated maximum daily usage is \_\_\_\_\_ MMBtu.
5. The entire agreement between the parties shall consist of this Agreement, including Attachment A attached hereto, if applicable, together with MichCon's Tariff, including the applicable Rate Schedule (together referred to as the "Agreement"). Any prior understandings, representations, promises, undertakings, agreements or inducements, whether written or oral, concerning the subject matter hereof not contained herein shall have no force and effect. The Agreement may be modified or amended only by writing duly executed by both parties.
6. Customer is responsible for all costs associated with construction of additional MichCon facilities which may be required to serve incremental gas load.

Michigan Public Service  
Commission

**May 31, 2005**

Filed \_\_\_\_\_

CANCELLED  
BY  
ORDER \_\_\_\_\_ U-6300

REMOVED BY \_\_\_\_\_ RL

DATE \_\_\_\_\_ 11-15-05

FORMS ON FILE WITH THE MICHIGAN PUBLIC  
SERVICE COMMISSIONMICHIGAN CONSOLIDATED  
GAS COMPANY

1-2003

**CONTRACT FOR SCHOOL GAS SERVICE**For service under  
Rate Schedule No. 10  
M.P.S.C. No. 4CANCELLED  
BY ORDER U-6300  
  
REMOVED BY JKB  
DATE 05-31-05

MICHIGAN PUBLIC SERVICE COMMISSION  MAR 30 2004  FILED _____
---

THIS AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_\_  
between MICHIGAN CONSOLIDATED GAS COMPANY (hereinafter called the "Company"), and  
\_\_\_\_\_ located at \_\_\_\_\_ in \_\_\_\_\_  
\_\_\_\_\_ (hereinafter called the "Customer").

In consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree with each other as follows:

Service To Which This Contract Applies

Gas hereafter taken by the Customer from the Company for use in the school building or buildings located at \_\_\_\_\_ in \_\_\_\_\_, Michigan, shall be sold and delivered by the Company and shall be purchased and taken by the Customer under and in accordance with Rate Schedule No. 10, entitled SCHOOL RATE.

Rates and Charges

The Customer agrees to pay the Company for all gas supplied hereunder in accordance with the rates specified in the Company's Rate Book M.P.S.C. No. 4 and Rate Schedule No. 10 forming part thereof.

Special Taxes

- (a) In municipalities which levy special taxes, license fees, or street rentals against the Company, and which levy has been successfully maintained, the standard of rates shall be increased within the limits of such municipalities so as to offset such special charges and thereby prevent the customers in other localities from being compelled to share any portion of such local increase.
- (b) Bills shall be increased to offset any new or increased specific tax or excise imposed by any governmental authority upon the Company's production, transmission or sale of gas.

Continued on Sheet No. SF-41.01

**FORMS ON FILE WITH THE MICHIGAN PUBLIC  
SERVICE COMMISSION**

**MICHIGAN CONSOLIDATED  
GAS COMPANY**

11-2005

7. Customer shall pay any assessments, surcharges, taxes and tariffs, however designated, levied, or charged resulting from this Agreement, including, without limitation, all state and local privilege or excise taxes and any amount in lieu of such taxes, tariffs and duties paid by MichCon (all collectively referred to as "Taxes and Assessments"), exclusive however of taxes based on the net income of MichCon, property taxes, and MichCon's single business taxes. Customer shall reimburse MichCon for any Taxes and Assessments which are collected and remitted or paid on Customer's behalf by MichCon because of Customer's failure to pay.
8. Unless otherwise specified, the terms in this Agreement shall have the meaning set forth in Section E of MichCon's Tariff.

**SECTION 3- CHARGES:**

Per MichCon's Rate Schedule S of the Tariff.

**SECTION 4- REMOTE ELECTRONIC METER READING SERVICE:**

1. Customer ☐ has ☐ has not elected Remote Electronic Meter Reading Service which shall be provided in accordance with MichCon's Tariff and Attachment A.
2. The monthly charge for Remote Electronic Meter Reading will be \$ \_\_\_\_\_ ( \_\_\_\_\_ meters multiplied by \$ \_\_\_\_\_).

**SECTION 5- STANDBY SERVICE:**

1. Customer and MichCon agree that Standby Service ☐ will ☐ will not be provided under this Agreement.
2. Customer's Standby Service shall be \$ \_\_\_\_\_ MMBtu per hour for a total monthly charge of \$ \_\_\_\_\_ (calculated by \_\_\_\_\_ x \_\_\_\_\_).
3. Customer shall pay a Standby Service surcharge per MichCon's Rate Schedule S.

**SECTION 6- SIGNATURES:**

This Agreement is made as of the _____ day of _____, 200 _____	MichCon:	By: _____
		Title: _____
	Customer:	By: _____
		Title: _____

Michigan Public Service  
Commission

**November 15, 2005**

Filed \_\_\_\_\_

Page 2 of 2

CANCELLED  
BY  
ORDER \_\_\_\_\_ U-6300

REMOVED BY \_\_\_\_\_ RL

DATE \_\_\_\_\_ 02-22-06

**FORMS ON FILE WITH THE MICHIGAN PUBLIC  
SERVICE COMMISSION**

**MICHIGAN CONSOLIDATED  
GAS COMPANY**

5-2005

7. Customer shall pay any assessments, surcharges, taxes and tariffs, however designated, levied, or charged resulting from this Agreement, including, without limitation, all state and local privilege or excise taxes and any amount in lieu of such taxes, tariffs and duties paid by MichCon (all collectively referred to as "Taxes and Assessments"), exclusive however of taxes based on the net income of MichCon, property taxes, and MichCon's single business taxes. Customer shall reimburse MichCon for any Taxes and Assessments which are collected and remitted or paid on Customer's behalf by MichCon because of Customer's failure to pay.
8. Unless otherwise specified, the terms in this Agreement shall have the meaning set forth in Section F of MichCon's Tariff.

**SECTION 3- CHARGES:**

Per MichCon's Rate Schedule S of the Tariff.

**SECTION 4- REMOTE ELECTRONIC METER READING SERVICE:**

1. Customer ☐ has ☐ has not elected Remote Electronic Meter Reading Service which shall be provided in accordance with MichCon's Tariff and Attachment A.
2. The monthly charge for Remote Electronic Meter Reading will be \$ \_\_\_\_\_ ( \_\_\_\_\_ meters multiplied by \$ \_\_\_\_\_).

**SECTION 5- STANDBY SERVICE:**

1. Customer and MichCon agree that Standby Service ☐ will ☐ will not be provided under this Agreement.
2. Customer's Standby Service shall be: \_\_\_\_\_ MMBtu per hour.
3. Customer shall pay a Standby Service surcharge per MichCon's Rate Schedule S.

**SECTION 6- SIGNATURES:**

<b>This Agreement</b>  <b>is made as of the _____</b>  <b>day of _____,</b>  <b>200 _____</b>	<b>MichCon:</b>	<b>By: _____</b> <b>Title: _____</b>
	<b>Customer:</b>	<b>By: _____</b> <b>Title: _____</b>

Michigan Public Service  
Commission

**May 31, 2005**

Filed \_\_\_\_\_

Page 2 of 2

CANCELLED  
BY  
ORDER \_\_\_\_\_ U-6300

REMOVED BY \_\_\_\_\_ RL  
DATE \_\_\_\_\_ 11-15-05

Continued on Sheet No. SF-41.02

FORMS ON FILE WITH THE MICHIGAN PUBLIC  
SERVICE COMMISSIONMICHIGAN CONSOLIDATED  
GAS COMPANY

1-2003

**Period of Contract**

Subject to approval by the President or a Vice President of the Company this contract shall be effective for an initial period commencing on \_\_\_\_\_, and ending on \_\_\_\_\_, and from year to year thereafter, subject to the right of either party to terminate the same at the end of said initial period or of any yearly extension thereof, by written notice to the other given not less than thirty (30) days prior to the date of such intended termination.

**Contingencies**

Failure to deliver or accept deliveries of said gas as herein provided shall not subject either party to liability, if such failure is due to war, strikes, explosions, fires, accidents or other reasonably unavoidable causes.

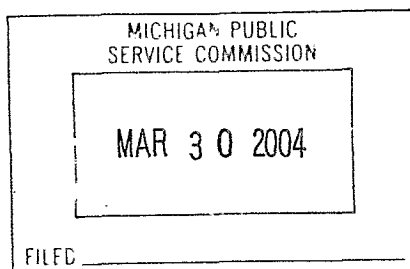
**Rules and Regulations**

Service under and the terms of this contract shall be subject to all applicable orders of Governmental authorities and to the Rules and Regulations of the Company as filed with and approved by the Michigan Public Service Commission.

The rates and charges herein stated are the present legal rates and charges of the Company applicable to the gas service hereinabove referred to, as filed with and approved by the Michigan Public Service Commission. Should such rates and charges at any time be increased or decreased in such manner as may at the time be lawful, the increased or decreased rates and charges shall be substituted for the rates and charges stipulated in this contract unless the Customer elects to cancel this contract within thirty (30) days after written notice of such increase or decrease in rates and charges by the Company.

**Agents Cannot Modify**

No agent of the Company shall have the power to amend, modify, alter, or waive any of the conditions hereof except upon the approval of a duly authorized officer of the Company, or to bind the Company by making any promise or representation contrary to or inconsistent with the provisions hereof.



CANCELLED BY ORDER	U-6300
REMOVED BY	JKB
DATE	05-31-05

Continued on Sheet No. SF-41.02



**FORMS ON FILE WITH THE MICHIGAN PUBLIC  
SERVICE COMMISSION**

**MICHIGAN CONSOLIDATED  
GAS COMPANY**

5-2005

**ATTACHMENT A**

**Electronic Meter Reading**

1. MichCon owns the gas billing metering equipment as listed in paragraph 7 below ("Metering Equipment").
  2. MichCon shall furnish to Customer, on a daily basis, gas usage data generated by its electronic measurement equipment associated with the Metering Equipment ("Electronic Data"). This Electronic Data will be provided via e-mail to an electronic address identified by Customer.
  3. It is expressly understood by Customer that MichCon will provide the Electronic Data on a "commercially reasonable efforts" basis. MichCon does not assume any responsibility for any damages, loss or expense, including excess gas usage, if any, sustained by Customer or any other person, arising out of the non-operation, malfunction or faulty performance of the electronic measurement equipment, for any reason including improper installation or failure by MichCon to maintain the equipment in good operating condition. It is also expressly understood by Customer that the Electronic Data provided herein is on an "as is" basis. Specifically, any use whatsoever which Customer shall make of the Electronic Data shall be entirely at its own risk. MichCon makes no representations or warranty as to the accuracy of the Electronic Data and MichCon shall not be liable for direct, indirect or consequential damages resulting from Customer's use of the Electronic Data, including, but not limited to, temporary or permanent loss of receipt or use of the Electronic Data.
- MICHCON DISCLAIMS ANY AND ALL WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE.
4. All Electronic Data provided is solely intended for use by the Customer in monitoring its natural gas usage and is not provided for the purpose of measuring the volume of gas used for billing by MichCon. If volume differences occur between Electronic Data provided and the monthly billing statement, the volumes indicated on MichCon's Metering Equipment will be used for billing by MichCon.
  5. Customer grants to MichCon, its agents and employees, the free right of ingress to and egress from Customer's premises at all reasonable hours for the purpose of installing, conducting inspections, performing maintenance work on, replacing or removing electronic measurement equipment. Customer shall also provide adequate protection to prevent damage to and tampering or interference with the electronic metering equipment.
  6. This Agreement and the installation and operation of electronic measurement equipment are subject to MichCon's applicable policies, procedures, rules and regulations. MichCon reserves the right to modify its existing Metering Equipment and to remove and/or replace electronic measurement devices if deemed necessary by MichCon.

Michigan Public Service Commission
<b>May 31, 2005</b>
Filed _____

1

CANCELLED BY ORDER _____ U-6300
REMOVED BY _____ RL
DATE _____ 02-22-06

FORMS ON FILE WITH THE MICHIGAN PUBLIC  
SERVICE COMMISSIONMICHIGAN CONSOLIDATED  
GAS COMPANY

1-2003

The obligations under this contract shall be binding upon, and all rights created hereunder shall inure to the benefit of, the parties hereto, and their successors or heirs, and assigns.

This contract shall not be effective unless approved by the President or a Vice President of the Company.

Approved for:

MICHIGAN CONSOLIDATED GAS COMPANY

By \_\_\_\_\_  
Stephen E. Ewing,  
President, Michigan Consolidated Gas Company

Dated: \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
By \_\_\_\_\_ Customer\_\_\_\_\_  
Official Capacity

CANCELLED BY ORDER _____	U-6300
REMOVED BY _____	JKB
DATE _____	05-31-05

MICHIGAN PUBLIC SERVICE COMMISSION
MAR 30 2004
FILED _____

FORMS ON FILE WITH THE MICHIGAN PUBLIC  
SERVICE COMMISSION

MICHIGAN CONSOLIDATED  
GAS COMPANY

5-2005

7. Metering Equipment:

Service Address

Meter Number

<p>Michigan Public Service Commission</p> <div style="border: 1px solid black; padding: 5px; text-align: center;"> <p><b>May 31, 2005</b></p> </div> <p>Filed _____</p>
---

<p>CANCELLED BY ORDER _____ U-6300</p> <p>REMOVED BY _____ RL</p> <p>DATE _____ 02-22-06</p>
--

FORMS ON FILE WITH THE MICHIGAN PUBLIC  
SERVICE COMMISSIONMICHIGAN CONSOLIDATED  
GAS COMPANY

FORM 7227-1

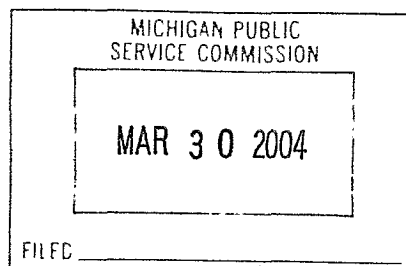
1-2004

[This Form has been Cancelled.]

CANCELLED  
BY  
ORDER U-6300

REMOVED BY JKB

DATE 05-31-05



**FORMS ON FILE WITH THE MICHIGAN PUBLIC  
SERVICE COMMISSION**

**MICHIGAN CONSOLIDATED  
GAS COMPANY**

5-2005

**ATTACHMENT A**

**Electronic Meter Reading**

1. MichCon owns the gas billing metering equipment as listed in paragraph 7 below ("Metering Equipment").
  2. MichCon shall furnish to Customer, on a daily basis, gas usage data generated by its electronic measurement equipment associated with the Metering Equipment ("Electronic Data"). This Electronic Data will be provided via e-mail to an electronic address identified by Customer.
  3. It is expressly understood by Customer that MichCon will provide the Electronic Data on a "commercially reasonable efforts" basis. MichCon does not assume any responsibility for any damages, loss or expense, including excess gas usage, if any, sustained by Customer or any other person, arising out of the non-operation, malfunction or faulty performance of the electronic measurement equipment, for any reason including improper installation or failure by MichCon to maintain the equipment in good operating condition. It is also expressly understood by Customer that the Electronic Data provided herein is on an "as is" basis. Specifically, any use whatsoever which Customer shall make of the Electronic Data shall be entirely at its own risk. MichCon makes no representations or warranty as to the accuracy of the Electronic Data and MichCon shall not be liable for direct, indirect or consequential damages resulting from Customer's use of the Electronic Data, including, but not limited to, temporary or permanent loss of receipt or use of the Electronic Data.
- MICHCON DISCLAIMS ANY AND ALL WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE.
4. All Electronic Data provided is solely intended for use by the Customer in monitoring its natural gas usage and is not provided for the purpose of measuring the volume of gas used for billing by MichCon. If volume differences occur between Electronic Data provided and the monthly billing statement, the volumes indicated on MichCon's Metering Equipment will be used for billing by MichCon.
  5. Customer grants to MichCon, its agents and employees, the free right of ingress to and egress from Customer's premises at all reasonable hours for the purpose of installing, conducting inspections, performing maintenance work on, replacing or removing electronic measurement equipment. Customer shall also provide adequate protection to prevent damage to and tampering or interference with the electronic metering equipment.
  6. This Agreement and the installation and operation of electronic measurement equipment are subject to MichCon's applicable policies, procedures, rules and regulations. MichCon reserves the right to modify its existing Metering Equipment and to remove and/or replace electronic measurement devices if deemed necessary by MichCon.

Michigan Public Service Commission
<b>May 31, 2005</b>
Filed _____

1

CANCELLED	
BY	U-6300
ORDER	_____
REMOVED BY RL	
DATE	12-15-05
_____	_____

FORMS ON FILE WITH THE MICHIGAN PUBLIC  
SERVICE COMMISSION

MICHIGAN CONSOLIDATED  
GAS COMPANY

FORM 5 (CONTINUED)

5-2005

7. Metering Equipment:

Service Address

Meter Number

<p>Michigan Public Service Commission</p> <div style="border: 1px solid black; padding: 5px; text-align: center;"> <p><b>May 31, 2005</b></p> </div> <p>Filed _____</p>
---

<p>CANCELLED BY ORDER <u>U-6300</u></p> <p>REMOVED BY <u>RL</u></p> <p>DATE <u>12-15-05</u></p>
---

**FORMS ON FILE WITH THE MICHIGAN PUBLIC  
SERVICE COMMISSION**

**MICHIGAN CONSOLIDATED  
GAS COMPANY**

1-2003



A DTE Energy Company

Contract Type: ST-1

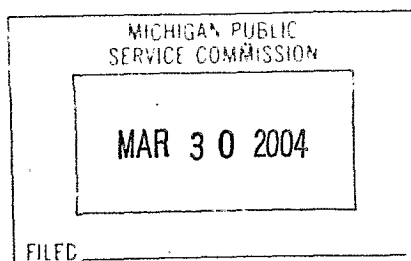
Contract No. \_\_\_\_\_

**GAS TRANSPORTATION AGREEMENT**

MichCon: Michigan Consolidated Gas Company

Customer: \_\_\_\_\_

<b>Address:</b>  Detroit, Michigan 48226  <b>Notices:</b> Senior Vice President, Gas Operations Michigan Consolidated Gas Company 2000 - 2 <sup>nd</sup> . Avenue, Suite 2020 WCB Detroit, Michigan 48226  <b>Phone:</b> (313) 235-8872 <b>Fax:</b> (313) 235-0930	<b>Address:</b>  <div style="border: 1px solid black; padding: 10px; margin: 10px 0;">         CANCELLED          BY          ORDER _____ U-6300           REMOVED BY <u>JKB</u>          DATE <u>05-31-05</u> </div> <b>Notices:</b>  <b>Phone:</b> <b>Fax:</b>				
1. All transportation services will be provided under the terms and conditions set forth herein and in MichCon's Tariff and the General Terms and Conditions, Attachment A 2. This Agreement is effective _____ and terminates on _____. a. Thereafter, the term of this Agreement shall be automatically extended for successive periods of one year, unless and until terminated pursuant of Section 2(b). b. This Agreement may be terminated by either party at the end of the initial term or the end of any succeeding one year term by either party giving 30 days prior written notice to the other party, or as otherwise agreed in writing by the parties.					
<b>3. ACQ and MDQ</b> Customer's ACQ is _____ Mcf. At any time during the term of this Agreement, the ACQ may be adjusted by MichCon, consistent with its Tariff, for known or expected changes to Customer's full requirements of natural gas. MichCon will not adjust the ACQ for alternate fuel usage. Customer's MDQ is _____ Mcf. At any time during the term of this Agreement the MDQ may be adjusted by MichCon, consistent with its tariff, for known or expected changes to Customer's daily peak volume;					
<b>4. DELIVERY POINT(s)</b> Customer's Facility located at: _____					
<b>5. TRANSPORTATION RATE</b> Each month Customer shall pay MichCon the following: <b>Monthly Customer Charge:</b> The Monthly Charge shall be the charge as reflected in the LT1 Transportation Rate Schedule of MichCon's Tariff. <b>Plus</b> <b>Transportation Charge:</b> For all gas consumed at Customer's Facility, the Transportation Charge shall be the charge reflected in the LT1 Transportation Rate Schedule of MichCon's Tariff <b>Plus</b> <b>Fuel:</b> Gas In Kind set forth under MichCon's Transportation Rate Schedule Tariff.					
This Agreement is made  As of the _____ day of _____, 200____.	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:20%;"><b>MichCon:</b></td> <td style="width:80%;"> <b>By:</b> _____  <b>Title:</b> Harold Gardner, Senior Vice President, Gas Operations          Michigan Consolidated Gas Company       </td> </tr> <tr> <td><b>Customer:</b></td> <td> <b>By:</b> _____  <b>Name:</b> _____  <b>Title:</b> _____       </td> </tr> </table>	<b>MichCon:</b>	<b>By:</b> _____ <b>Title:</b> Harold Gardner, Senior Vice President, Gas Operations Michigan Consolidated Gas Company	<b>Customer:</b>	<b>By:</b> _____ <b>Name:</b> _____ <b>Title:</b> _____
<b>MichCon:</b>	<b>By:</b> _____ <b>Title:</b> Harold Gardner, Senior Vice President, Gas Operations Michigan Consolidated Gas Company				
<b>Customer:</b>	<b>By:</b> _____ <b>Name:</b> _____ <b>Title:</b> _____				



Continued on Sheet No. SF-43.01

FORMS ON FILE WITH THE MICHIGAN PUBLIC  
SERVICE COMMISSIONMICHIGAN CONSOLIDATED  
GAS COMPANY

1-2003

ATTACHMENT AGENERAL TERMS AND CONDITIONS

CANCELLED BY ORDER	U-6300
REMOVED BY	JKB
DATE	05-31-05

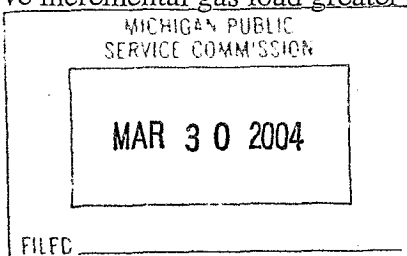
**A-1. DEFINITIONS**

- a) The "Annual Contract Quantity" or "ACQ" identified in this Agreement will be used for those purposes specified in MichCon's Tariff. At any time during the term of this Agreement, the ACQ may be adjusted by MichCon for known or expected changes to Customer's full requirements of natural gas.
- b) "Customer Facility" refers to those Customer buildings and facilities to which natural gas is delivered under this Agreement.
- c) "Delivery Point(s)" are the interconnection(s) of the facilities of MichCon and those of Customer located at Customer's Facility.
- d) The "Maximum Daily Quantity" or "MDQ" identified in this Agreement will be used for those purposes specified in MichCon's Tariff. At any time during the term of this Agreement, the MDQ may be adjusted by MichCon for known or expected changes to Customer's daily peak volume.
- e) "MPSC" means the Michigan Public Service Commission.
- f) "Receipt Point(s)" are those interconnection(s) between the facilities of MichCon and third parties that deliver gas to MichCon, for the account of Customer, identified in Section A-3, as modified from time to time by MichCon.
- g) "Tariff" means MichCon's Rules, Regulations and Rate Schedules for Gas Service as approved from time to time by the Michigan Public Service Commission.

**A-2. TRANSPORTATION SERVICE**

Customer shall cause to be delivered to MichCon at the Receipt Point(s) and MichCon shall transport from the Receipt Point(s) to the Delivery Point(s) the Customer's full requirements of natural gas. In no way does the designation of an ACQ modify Customer's obligation under this Agreement to have MichCon transport the full natural gas requirements for Customer's Facility.

- a) MichCon is not responsible for costs associated with construction of additional facilities which it may require to serve incremental gas load greater than the stated ACQ, unless otherwise agreed upon.



Continued on Sheet No. SF-43.02



**FORMS ON FILE WITH THE MICHIGAN PUBLIC  
SERVICE COMMISSION**

**MICHIGAN CONSOLIDATED  
GAS COMPANY**

1-2003

**A-3. RECEIPT POINTS**

<u>Facility Name</u>	<u>Interconnecting Company</u>	<u>Receipt Point MDQ (Mcf/day)</u>
Milford	Vector Pipeline [Nov. through Mar. Only]	Up to contract MDQ at an individual Receipt Point and not to exceed Customer's MDQ in total for all Receipt Points.
Belle River	Vector Pipeline [Apr. through Oct. Only]	
Willow	ANR Pipeline	
Northville	Consumers Energy	
Belle River	Great Lakes	
Rouge	Panhandle Eastern (PEPL)	
Woolfolk	ANR Pipeline	
Shell Kalkaska	Antrim Pipeline, Shell Plant Outlet	

CANCELLED  
BY \_\_\_\_\_  
ORDER U-6300

REMOVED BY JKB  
DATE 05-31-05

**A-4. MEASUREMENT**

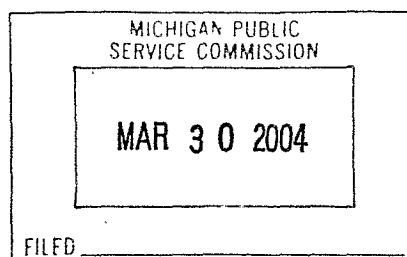
- a) All quantities of Gas received at the Receipt Point(s) by MichCon for the account of Customer shall be measured at the Receipt Point(s) by MichCon or its designee in accordance with, and shall comply with the measurement specifications contained in the Gas Measurement Committee Report #3, Natural Gas Department, American Gas Association, including the Appendix thereto, dated September, 1985, and any subsequent amendments thereof.
- b) All quantities of gas delivered by MichCon to Customer, or for the account of Customer, will be measured at the Delivery Point(s) by MichCon, or its designee in accordance with MichCon's Tariff.

**A-5. QUALITY**

- a) All gas delivered by Customer at the Receipt Point(s) or redelivered by MichCon at the Delivery Point(s) shall be pipeline quality gas.
- b) If the gas delivered by Customer at any Receipt Points or by MichCon at any Delivery Points fails at any time to be pipeline quality gas, then MichCon or Customer, as the case may be, shall notify the other of such deficiency and thereupon may, at its option, refuse to accept delivery pending correction. Upon demonstration acceptable to MichCon or Customer, as the case may be, that the gas being tendered for delivery is pipeline quality gas, MichCon or Customer, as the case may be, shall resume taking delivery of gas.

**A-6. POSSESSION AND LIABILITY**

- a) As between MichCon and Customer, Customer shall be deemed in exclusive control and possession of the gas transported hereunder and responsible for any damage or injury caused



Continued on Sheet No. SF-43.03

**FORMS ON FILE WITH THE MICHIGAN PUBLIC  
SERVICE COMMISSION**

**MICHIGAN CONSOLIDATED  
GAS COMPANY**

1-2003

thereby until it is delivered to MichCon at the Receipt Point(s) and after it is delivered by MichCon at the Delivery Point(s). MichCon shall be deemed in exclusive control and possession of said gas and responsible for any damage or injury caused thereby after it is delivered by Customer, or for Customer's account, at the Receipt Point(s) and before it is delivered by MichCon at the Delivery Point(s).

**A-7. WARRANTY**

- a) Customer warrants that at the time of delivery it will have the right to deliver the gas and that it will indemnify MichCon and save it harmless from suits, actions, debts, accounts, damages, costs, losses and expenses arising from or out of adverse claims of any and all persons to said gas or to royalties, taxes, license fees or charges thereon.
- b) Customer warrants that it is engaged in the direct commercial use of natural gas in the ordinary course of its business. Customer further warrants that either independently or through the services of a gas marketer or broker, Customer will put in place contracts for the purchase and transportation of natural gas such that sufficient quantities of gas will be delivered to the Receipt Point(s) to meet Customer's full requirements for natural gas ("Sufficient Quantities"). If Customer fails to cause Sufficient Quantities to be delivered to MichCon, MichCon will have the right, without notice, to refuse to accept further deliveries of gas on Customer's behalf and MichCon may terminate service under this Agreement immediately so that no system supply gas is used by Customer.

**A-8. TAXES**

- a) Customer shall pay any assessments, surcharges, taxes and tariffs, however designated, levied, or charged resulting from this Agreement, including, without limitation, all state and local privilege or excise taxes and any amount in lieu of such taxes, tariffs and duties paid or payable by MichCon (all collectively referred to as "Taxes and Assessments"), exclusive however of taxes based on the net income of MichCon, property taxes, and MichCon's single business taxes. Customer shall reimburse MichCon for any Taxes and Assessments which are collected and remitted or paid on Customer's behalf by MichCon because of Customer's failure to pay.

**A-9. BILLING AND PAYMENT**

- a) On or about the twentieth day of each calendar month, MichCon shall render a statement to Customer for the total quantity of gas transported during the preceding billing month. Customer will pay MichCon on or before the due date, the amount billed in that statement. All such payments shall be made in the form of immediately available funds directed to a bank account designated by MichCon on its invoice.
- b) The statements rendered pursuant to this Agreement will be denominated in U.S. Dollars (\$U.S.). All payments must be made in \$U.S.

CANCELLED BY ORDER	U-6300
REMOVED BY	JKB
DATE	05-31-05

MICHIGAN PUBLIC SERVICE COMMISSION  <b>MAR 30 2004</b>
---

Continued on Sheet No. SF-43.04

**FORMS ON FILE WITH THE MICHIGAN PUBLIC  
SERVICE COMMISSION**

**MICHIGAN CONSOLIDATED  
GAS COMPANY**

1-2003

- c) Customer shall have the right at all reasonable times to examine the books, records and charts of MichCon to the extent necessary to verify the accuracy of any statement, charge or computation made under or pursuant to any provisions of this Agreement.
- d) Should Customer fail to pay any undisputed amount of any statement rendered by MichCon as herein provided when such amount is due, a late payment charge as provided in MichCon's Tariffs will be added to the statement.
- e) If Customer finds at any time within twelve (12) months after the date of any statement rendered by MichCon that it has been overcharged in the amount billed in such statement, and if the overcharge has been paid, and Customer makes a claim therefor within 60 days from the date of discovery thereof, the overcharge, if verified, must be refunded within 30 days. If MichCon finds at any time within twelve months after the date of any statement rendered by it that there has been an undercharge in the amount billed in such statement, it may submit a statement for the undercharge, and Customer, upon verifying the same, shall pay such amount within 30 days.

**A-10. CREDITWORTHINESS**

- a) Upon execution of this Agreement, or at anytime during the term hereof, if MichCon feels insecure with regard to Customer's ability to meet its payment obligations, either because of Customer's failure to meet MichCon's criteria for creditworthiness, failure to pay any statement rendered by MichCon, or otherwise, MichCon may require that Customer do any one or more of the following:
  - i. Provide MichCon with a corporate guarantee of Customer's performance under this Agreement;
  - ii. Provide MichCon with an irrevocable stand-by letter of credit in a form, and with a bank, acceptable to MichCon;
  - iii. Pay in advance for all transportation services under this Agreement.
- b) If Customer fails to comply with any one or more of the requirements set forth above within 48 hours after receiving a request to do so from MichCon, MichCon may refuse to commence, may suspend and/or may terminate service under this Agreement.

**A-11. FORCE MAJEURE**

- a) Neither Customer nor MichCon shall be liable in damages, or in any other remedy, legal or equitable, to the other for any act, omission or circumstances occasioned by or in consequence of any acts of God, strikes, lockouts, acts of the public enemy, wars, sabotage, blockades, insurrections, riots, epidemics, landslides, lightning,

CANCELLED BY ORDER <u>U-6300</u>  REMOVED BY <u>JKB</u> DATE <u>05-31-05</u>	MICHIGAN PUBLIC SERVICE COMMISSION  <div style="border: 1px solid black; padding: 10px; display: inline-block;"> <b>MAR 30 2004</b> </div>
---	---

Continued on Sheet No. SF-43.05

**FORMS ON FILE WITH THE MICHIGAN PUBLIC  
SERVICE COMMISSION**

**MICHIGAN CONSOLIDATED  
GAS COMPANY**

1-2003

earthquakes, fires, storms, floods, washouts, arrests, and restraints of rulers and peoples, civil disturbances, explosions, breakage or accident to machinery or lines of pipe or the necessity to make repairs, tests, or alteration to machinery or lines of pipe, line freezeups, the binding order of any court or governmental authority which has been resisted in good faith by all reasonable legal means, or any other cause, whether of the kind herein enumerated, or otherwise, and whether caused or occasioned by or happening on the account of the act or omission of one of the parties hereto or some person or concern not a party hereto, not within the control of the party claiming suspension and which by the exercise of due diligence such party is unable to prevent or overcome. A failure to settle or prevent any strike or other controversy with employees or with anyone purporting or seeking to represent employees shall not be considered to be a matter within control of the party claiming suspension.

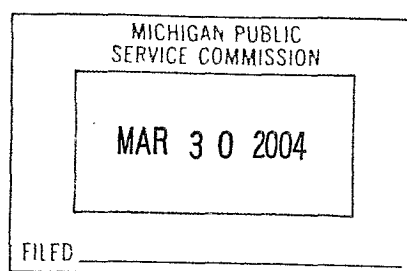
- b) Such causes or contingencies affecting the performance of this Agreement by either party, however, shall not relieve it of liability in the event of its concurring negligence or in the event of its failure to use due diligence to remedy the situation and remove the cause in an adequate manner and with all reasonable dispatch, nor shall such causes or contingencies affecting the performance of this Agreement relieve either party from its obligation to make payments of amounts then due thereunder, nor shall such causes or contingencies relieve either party of liability unless such party shall give notice and full particulars of the same in writing or by telegraph to the other party as soon as possible after the occurrence relied on.

**A-12. REGULATION**

- a) This Agreement and the respective obligations of the parties hereunder are subject to all laws, orders, rules and regulations of duly constituted authorities having jurisdiction. This Agreement is also subject to all applicable federal, state and local taxes or surcharges.

**A-13. DISPUTES AND GOVERNING LAW**

- a) This Agreement shall be governed by the law of the state of Michigan. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, not settled by the management of the parties, shall be submitted to the jurisdiction of the MPSC. Any controversy or claim outside the jurisdiction of the MPSC, shall be settled by arbitration in accordance with this Section A-13 and the Commercial Arbitration Rules of the American Arbitration Association. Judgment upon the award rendered by the arbitrator may be entered in any court located within the State of Michigan having jurisdiction thereof.
- b) The arbitration hearing shall be held in Detroit, Michigan on ten days' notice to the parties.



CANCELLED BY ORDER	U-6300
REMOVED BY	JKB
DATE	05-31-05

Continued on Sheet No. SF-43.06

**FORMS ON FILE WITH THE MICHIGAN PUBLIC  
SERVICE COMMISSION**

**MICHIGAN CONSOLIDATED  
GAS COMPANY**

1-2003

- c) No arbitration proceeding may consider a matter designated by this Agreement to be within the judgment or discretion of one party, and the arbitration proceeding may not revoke or revise any provisions of this Agreement.
- d) An award rendered by the arbitrator will be final and binding on all parties to the proceeding.
- e) Unless the arbitrator, for good cause shown, apportions the costs of the arbitration proceeding between the parties, the arbitrator's award shall direct the losing party to pay the costs of the arbitration proceeding, which shall include the arbitrator's bill for services, any amounts charged by the American Arbitration Association in connection with the arbitration proceeding, and any costs, internal charges and out-of-pocket expenses incurred by the prevailing party in connection with the preparation for or conduct of the proceeding, including reasonable attorneys' fees and time charges.
- f) In no event shall either party be required to arbitrate any dispute based on transactions or occurrences which occurred more than 24 months prior to the date of the demand for arbitration, and mailing shall not be presumed to be timely in the absence of official postal proof of the date of mailing.

**A-14 LIMITATION**

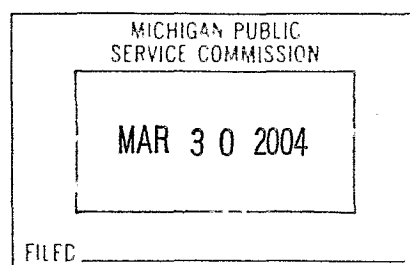
- a) Neither party shall be liable to the other party for consequential, incidental exemplary, punitive, or indirect damages, lost profits or other business interruption damages, arising out of the performance or nonperformance of any obligation under this Agreement, by statute, in tort or contract, under any indemnity provision or otherwise.

**A-15. NON-WAIVER OF FUTURE DEFAULTS**

- a) No waiver by either party of any one or more defaults by the other in the performance of any provisions of this Agreement will operate or be construed as a waiver of any future default or defaults, whether of a like or of a different character.

**A-16. ASSIGNMENT**

- a) Customer may not assign this Agreement or any of its rights or obligations arising under this Agreement without the prior written consent of MichCon.



CANCELLED BY ORDER	U-6300
REMOVED BY	JKB
DATE	05-31-05

Continued on Sheet No. SF-43.07

FORMS ON FILE WITH THE MICHIGAN PUBLIC  
SERVICE COMMISSIONMICHIGAN CONSOLIDATED  
GAS COMPANY

1-2003

## A-17 NOTICE

- a) Any notice, request, demand, statement or payment provided for in this Agreement shall be sent to the address indicated on page 1 of the Agreement unless directed otherwise on the statement. Either party may change its address for notices by giving written notice of the change to the other party.

## A-18. ENTIRETY

- a) This Agreement constitutes the entire agreement between MichCon and Customer concerning the subject matter hereof, and supersedes all prior negotiations, representations and correspondence.

[END OF ATTACHMENT A]

CANCELLED BY ORDER	U-6300
REMOVED BY	JKB
DATE	05-31-05

MICHIGAN PUBLIC SERVICE COMMISSION
MAR 30 2004
FILED

**FORMS ON FILE WITH THE MICHIGAN PUBLIC  
SERVICE COMMISSION**

**MICHIGAN CONSOLIDATED  
GAS COMPANY**

1-2003



A DTE Energy Company

Contract Type: LT-1

Contract No. \_\_\_\_\_

**GAS TRANSPORTATION AGREEMENT**

MichCon: Michigan Consolidated Gas Company

Customer: \_\_\_\_\_

<b>Address:</b> 2000 2 <sup>nd</sup> Avenue Detroit, Michigan 48226  <b>Notices:</b> Senior Vice President, Gas Operations 2000 2 <sup>nd</sup> Avenue Detroit, Michigan 48226  <b>Phone:</b> (313) 235-8872 <b>Fax:</b> (313) 235-0930	<b>Address:</b>   <b>Notices:</b>   <b>Phone:</b> <b>Fax:</b>
---	--

CANCELLED  
 BY \_\_\_\_\_  
 ORDER U-6300  
  
 REMOVED BY JKB  
 DATE 05-31-05

1. All transportation services will be provided under the terms and conditions set forth herein and in MichCon's Tariff and the General Terms and Conditions, Attachment A.

2. This Agreement is effective \_\_\_\_\_ and terminates on \_\_\_\_\_.  
 a. Thereafter, the term of this Agreement shall be automatically extended for successive periods of one year, unless and until terminated pursuant of Section 2(b).  
 b. This Agreement may be terminated by either party at the end of the initial term or the end of any succeeding one year term by either party giving 30 days prior written notice to the other party, or as otherwise agreed in writing by the parties.

3. ACQ and MDQ  
 Customer's ACQ is \_\_\_\_\_ Mcf.  
 Customer's MDQ is \_\_\_\_\_ Mcf.

4. DELIVERY POINT(s)  
 Customer's Facility located at: \_\_\_\_\_

5. TRANSPORTATION RATE  
 Each month Customer shall pay MichCon the following:  
**Monthly Customer Charge:**  
 The Monthly Charge shall be the charge as reflected in the LT1 Transportation Rate Schedule of MichCon's Tariff.  
     *Plus*  
**Transportation Charge:**  
 For all gas consumed at Customer's Facility, the Transportation Charge shall be the charge reflected in the LT1 Transportation Rate Schedule of MichCon's Tariff  
     *Plus*  
**Fuel:** Gas In Kind set forth under MichCon's Transportation Schedule Tariff.

This Agreement is made  as of the _____ day of _____, 200__.	<b>MichCon:</b>	<b>By:</b> <b>Title:</b> Harold Gardner, Senior Vice President, Gas Operations Michigan Consolidated Gas Company
	<b>Customer:</b>	<b>By:</b> _____ <b>Name:</b> _____ <b>Title:</b> _____

MICHIGAN PUBLIC  
SERVICE COMMISSION

MAR 30 2004

FILED \_\_\_\_\_

Continued on Sheet No. SF-44.01

**FORMS ON FILE WITH THE MICHIGAN PUBLIC  
SERVICE COMMISSION**

**MICHIGAN CONSOLIDATED  
GAS COMPANY**

1-2003

**ATTACHMENT A**

**GENERAL TERMS AND CONDITIONS**

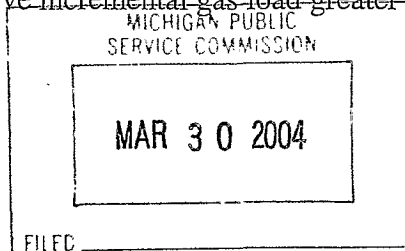
CANCELLED BY ORDER	U-6300
REMOVED BY	JKB
DATE	05-31-05

**A-1. DEFINITIONS**

- a) The "Annual Contract Quantity" or "ACQ" identified in this Agreement will be used for those purposes specified in MichCon's Tariff. At any time during the term of this Agreement, the ACQ may be adjusted by MichCon for known or expected changes to Customer's full requirements of natural gas.
- b) "Customer Facility" refers to those Customer buildings and facilities to which natural gas is delivered under this Agreement.
- c) "Delivery Point(s)" are the interconnection(s) of the facilities of MichCon and those of Customer located at Customer's Facility.
- d) The "Maximum Daily Quantity" or "MDQ" identified in this Agreement will be used for those purposes specified in MichCon's Tariff. At any time during the term of this Agreement, the MDQ may be adjusted by MichCon for known or expected changes to Customer's daily peak volume.
- e) "MPSC" means the Michigan Public Service Commission
- f) "Receipt Point(s)" are those interconnection(s) between the facilities of MichCon and third parties that deliver gas to MichCon, for the account of Customer, identified in Section A-3, as modified from time to time by MichCon.
- g) "Tariff" means MichCon's Rules, Regulations and Rate Schedules for Gas Service as approved from time to time by the Michigan Public Service Commission.

**A-2. TRANSPORTATION SERVICE**

- a) Customer shall cause to be delivered to MichCon at the Receipt Point(s) and MichCon shall transport from the Receipt Point(s) to the Delivery Point(s) the Customer's full requirements of natural gas. In no way does the designation of an ACQ modify Customer's obligation under this Agreement to have MichCon transport the full natural gas requirements for Customer's Facility.
- b) MichCon is not responsible for costs associated with construction of additional facilities which it may require to serve incremental gas load greater than the stated ACQ, unless otherwise agreed upon.



Continued on Sheet No. SF-44.02



**FORMS ON FILE WITH THE MICHIGAN PUBLIC  
SERVICE COMMISSION**

**MICHIGAN CONSOLIDATED  
GAS COMPANY**

1-2003

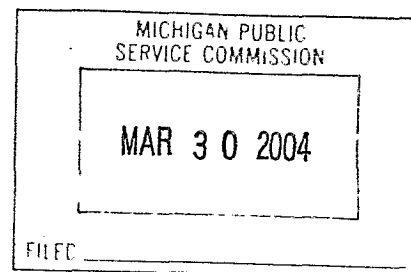
**A-3. RECEIPT POINTS**

Facility Name                      Interconnecting Company

Receipt Point MDQ  
(Mcf/day)

Milford	Vector Pipeline [Nov. through Mar. Only]
Belle River	Vector Pipeline [Apr. through Oct. Only]
Willow	ANR Pipeline
Northville	Consumers Energy
Belle River	Great Lakes
Rouge	Panhandle Eastern (PEPL)
Woolfolk	ANR Pipeline
Shell Kalkaska	Antrim Pipeline, Shell Plant Outlet

Up to contract MDQ at an individual Receipt Point and not to exceed Customer's MDQ in total for all Receipt Points.

**A-4. MEASUREMENT**

- a) All quantities of Gas received at the Receipt Point(s) by MichCon for the account of Customer shall be measured at the Receipt Point(s) by MichCon or its designee in accordance with, and shall comply with the measurement specifications contained in the Gas Measurement Committee Report #3, Natural Gas Department, American Gas Association, including the Appendix thereto, dated September, 1985, and any subsequent amendments thereof.
- b) All quantities of gas delivered by MichCon to Customer, or for the account of Customer, will be measured at the Delivery Point(s) by MichCon, or its designee in accordance with MichCon's Tariff.

**A-5. QUALITY**

- a) All gas delivered by Customer at the Receipt Point(s) or redelivered by MichCon at the Delivery Point(s) shall be pipeline quality gas.
- b) If the gas delivered by Customer at any Receipt Points or by MichCon at any Delivery Points fails at any time to be pipeline quality gas, then MichCon or Customer, as the case may be, shall notify the other of such deficiency and thereupon may, at its option, refuse to accept delivery pending correction. Upon demonstration acceptable to MichCon or Customer, as the case may be, that the gas being tendered for deliver is pipeline quality gas, MichCon or Customer, as the case may be, shall resume taking delivery of gas.

**A-6. POSSESSION AND LIABILITY**

- a) As between MichCon and Customer, Customer shall be deemed in exclusive control and possession of the gas transported hereunder and responsible for any damage or injury caused thereby until it is delivered to MichCon at the Receipt Point(s) and after it is delivered by

CANCELLED  
BY  
ORDER U-6300

REMOVED BY JKB

DATE 05-31-05

Continued on Sheet No. SF-44.03

**FORMS ON FILE WITH THE MICHIGAN PUBLIC  
SERVICE COMMISSION**

**MICHIGAN CONSOLIDATED  
GAS COMPANY**

1-2003

MichCon at the Delivery Point(s). MichCon shall be deemed in exclusive control and possession of said gas and responsible for any damage or injury caused thereby after it is delivered by Customer, or for Customer's account, at the Receipt Point(s) and before it is delivered by MichCon at the Delivery Point(s).

**A-7. WARRANTY**

- a) Customer warrants that at the time of delivery it will have the right to deliver the gas and that it will indemnify MichCon and save it harmless from suits, actions, debts, accounts, damages, costs, losses and expenses arising from or out of adverse claims of any and all persons to said gas or to royalties, taxes, license fees or charges thereon.
- b) Customer warrants that it is engaged in the direct commercial use of natural gas in the ordinary course of its business. Customer further warrants that either independently or through the services of a gas marketer or broker, Customer will put in place contracts for the purchase and transportation of natural gas such that sufficient quantities of gas will be delivered to the Receipt Point(s) to meet Customer's full requirements for natural gas ("Sufficient Quantities"). If Customer fails to cause Sufficient Quantities to be delivered to MichCon, MichCon will have the right, without notice, to refuse to accept further deliveries of gas on Customer's behalf and MichCon may terminate service under this Agreement immediately so that no system supply gas is used by Customer.

**A-8. TAXES**

- a) Customer shall pay any assessments, surcharges, taxes and tariffs, however designated, levied, or charged resulting from this Agreement, including, without limitation, all state and local privilege or excise taxes and any amount in lieu of such taxes, tariffs and duties paid or payable by MichCon (all collectively referred to as "Taxes and Assessments"), exclusive however of taxes based on the net income of MichCon, property taxes, and MichCon's single business taxes. Customer shall reimburse MichCon for any Taxes and Assessments which are collected and remitted or paid on Customer's behalf by MichCon because of Customer's failure to pay.

**A-9. BILLING AND PAYMENT**

- a) On or about the twentieth day of each calendar month, MichCon shall render a statement to Customer for the total quantity of gas transported during the preceding billing month. Customer will pay MichCon on or before the due date, the amount billed in that statement. All such payments shall be made in the form of immediately available funds directed to a bank account designated by MichCon on its invoice.
- b) The statements rendered pursuant to this Agreement will be denominated in U.S. Dollars (\$U.S.). All payments must be made in \$U.S.

CANCELLED	
BY	U-6300
ORDER	
REMOVED BY	JKB
DATE	05-31-05

MICHIGAN PUBLIC SERVICE COMMISSION  <b>MAR 30 2004</b>  FILED _____
--

Continued on Sheet No. SF-44.04

**FORMS ON FILE WITH THE MICHIGAN PUBLIC  
SERVICE COMMISSION**

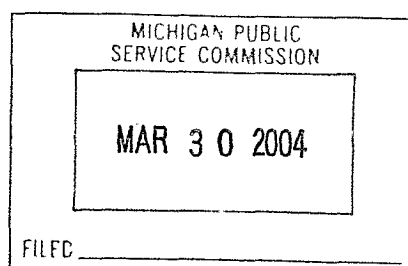
**MICHIGAN CONSOLIDATED  
GAS COMPANY**

1-2003

- c) Customer shall have the right at all reasonable times to examine the books, records and charts of MichCon to the extent necessary to verify the accuracy of any statement, charge or computation made under or pursuant to any provisions of this Agreement.
- d) Should Customer fail to pay any undisputed amount of any statement rendered by MichCon as herein provided when such amount is due, a late payment charge as provided in MichCon's Tariffs will be added to the statement.
- e) If Customer finds at any time within twelve (12) months after the date of any statement rendered by MichCon that it has been overcharged in the amount billed in such statement, and if the overcharge has been paid, and Customer makes a claim therefor within 60 days from the date of discovery thereof, the overcharge, if verified, must be refunded within 30 days. If MichCon finds at any time within twelve months after the date of any statement rendered by it that there has been an undercharge in the amount billed in such statement, it may submit a statement for the undercharge, and Customer, upon verifying the same, shall pay such amount within 30 days.

**A-10. CREDITWORTHINESS**

- a) Upon execution of this Agreement, or at anytime during the term hereof, if MichCon feels insecure with regard to Customer's ability to meet its payment obligations, either because of Customer's failure to meet MichCon's criteria for creditworthiness, failure to pay any statement rendered by MichCon, or otherwise, MichCon may require that Customer do any one or more of the following:
  - i. Provide MichCon with a corporate guarantee of Customer's performance under this Agreement;
  - ii. Provide MichCon with an irrevocable stand-by letter of credit in a form, and with a bank, acceptable to MichCon;
  - iii. Pay in advance for all transportation services under this Agreement.
- b) If Customer fails to comply with any one or more of the requirements set forth above within 2 business days after receiving a request to do so from MichCon, MichCon may refuse to commence, may suspend and/or may terminate service under this Agreement.



CANCELLED	
BY	U-6300
ORDER	
REMOVED BY	JKB
DATE	05-31-05

Continued on Sheet No. SF-44.05

**FORMS ON FILE WITH THE MICHIGAN PUBLIC  
SERVICE COMMISSION**

**MICHIGAN CONSOLIDATED  
GAS COMPANY**

1-2003

**A-11. FORCE MAJEURE**

- a) Neither Customer nor MichCon shall be liable in damages, or in any other remedy, legal or equitable, to the other for any act, omission or circumstances occasioned by or in consequence of any acts of God, strikes, lockouts, acts of the public enemy, wars, sabotage, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests, and restraints of rulers and peoples, civil disturbances, explosions, breakage or accident to machinery or lines of pipe or the necessity to make repairs, tests, or alteration to machinery or lines of pipe, line freezeups, the binding order of any court or governmental authority which has been resisted in good faith by all reasonable legal means, or any other cause, whether of the kind herein enumerated, or otherwise, and whether caused or occasioned by or happening on the account of the act or omission of one of the parties hereto or some person or concern not a party hereto, not within the control of the party claiming suspension and which by the exercise of due diligence such party is unable to prevent or overcome. A failure to settle or prevent any strike or other controversy with employees or with anyone purporting or seeking to represent employees shall not be considered to be a matter within control of the party claiming suspension.
- b) Such causes or contingencies affecting the performance of this Agreement by either party, however, shall not relieve it of liability in the event of its concurring negligence or in the event of its failure to use due diligence to remedy the situation and remove the cause in an adequate manner and with all reasonable dispatch, nor shall such causes or contingencies affecting the performance of this Agreement relieve either party from its obligation to make payments of amounts then due thereunder, nor shall such causes or contingencies relieve either party of liability unless such party shall give notice and full particulars of the same in writing or by telegraph to the other party as soon as possible after the occurrence relied on.

**A-12. REGULATION**

- a) This Agreement and the respective obligations of the parties hereunder are subject to all laws, orders, rules and regulations of duly constituted authorities having jurisdiction. This Agreement is also subject to all applicable federal, state and local taxes or surcharges.

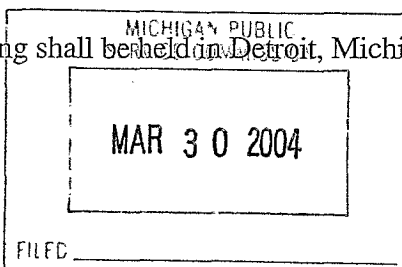
**A-13. DISPUTES AND GOVERNING LAW**

- a) This Agreement shall be governed by the law of the state of Michigan. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, not settled by the management of the parties, shall be submitted to the jurisdiction of the MPSC. Any controversy or claim outside the jurisdiction of the MPSC, shall be settled by arbitration in accordance with this Section A-13 and the Commercial Arbitration Rules of the American Arbitration Association. Judgment upon the award rendered by the arbitrator may be entered in any court located within the State of Michigan having jurisdiction thereof.
- b) The arbitration hearing shall be held in Detroit, Michigan on ten days' notice to the parties.

CANCELLED  
BY \_\_\_\_\_  
ORDER \_\_\_\_\_ U-6300

REMOVED BY \_\_\_\_\_ JKB

DATE \_\_\_\_\_ 05-31-05



Continued on Sheet No. SF-44.06

FORMS ON FILE WITH THE MICHIGAN PUBLIC  
SERVICE COMMISSIONMICHIGAN CONSOLIDATED  
GAS COMPANY

1-2003

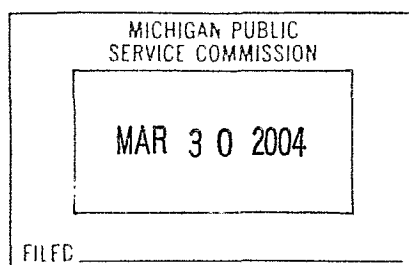
- c) No arbitration proceeding may consider a matter designated by this Agreement to be within the judgment or discretion of one party, and the arbitration proceeding may not revoke or revise any provisions of this Agreement.
- d) An award rendered by the arbitrator will be final and binding on all parties to the proceeding.
- e) Unless the arbitrator, for good cause shown, apportions the costs of the arbitration proceeding between the parties, the arbitrator's award shall direct the losing party to pay the costs of the arbitration proceeding, which shall include the arbitrator's bill for services, any amounts charged by the American Arbitration Association in connection with the arbitration proceeding, and any costs, internal charges and out-of-pocket expenses incurred by the prevailing party in connection with the preparation for or conduct of the proceeding, including reasonable attorneys' fees and time charges.
- f) In no event shall either party be required to arbitrate any dispute based on transactions or occurrences which occurred more than 24 months prior to the date of the demand for arbitration, and mailing shall not be presumed to be timely in the absence of official postal proof of the date of mailing.

**A-14. LIMITATION**

- a) Neither party shall be liable to the other party for consequential, incidental, exemplary, punitive, or indirect damages, lost profits or other business interruption damages, arising out of the performance or nonperformance of any obligation under this Agreement, by statute, in tort or contract, under any indemnity provision or otherwise.

**A-15. NON-WAIVER OF FUTURE DEFAULTS**

- a) No waiver by either party of any one or more defaults by the other in the performance of any provisions of this Agreement will operate or be construed as a waiver of any future default or defaults, whether of a like or of a different character.



CANCELLED BY ORDER	U-6300
REMOVED BY	JKB
DATE	05-31-05

Continued on Sheet No. SF-44.07

FORMS ON FILE WITH THE MICHIGAN PUBLIC  
SERVICE COMMISSIONMICHIGAN CONSOLIDATED  
GAS COMPANY

1-2003

## A-16. ASSIGNMENT

- a) Customer may not assign this Agreement or any of its rights or obligations arising under this Agreement without the prior written consent of MichCon.

## A-17. NOTICE

- a) Any notice, request, demand, statement or payment provided for in this Agreement shall be sent to the address indicated on page 1 of the Agreement unless directed otherwise on the statement. Either party may change its address for notices by giving written notice of the change to the other party.

## A-18. ENTIRETY

- a) This Agreement constitutes the entire agreement between MichCon and Customer concerning the subject matter hereof, and supersedes all prior negotiations, representations and correspondence.

[END OF ATTACHMENT A]

CANCELLED BY ORDER	U-6300
REMOVED BY	JKB
DATE	05-31-05

MICHIGAN PUBLIC SERVICE COMMISSION
MAR 30 2004
FILED

FORMS ON FILE WITH THE MICHIGAN PUBLIC  
SERVICE COMMISSIONMICHIGAN CONSOLIDATED  
GAS COMPANY

1-2003

**michcon**

A DTE Energy Company

Contract Type: ST-2

Contract No. \_

## GAS TRANSPORTATION AGREEMENT

MichCon: Michigan Consolidated Gas Company

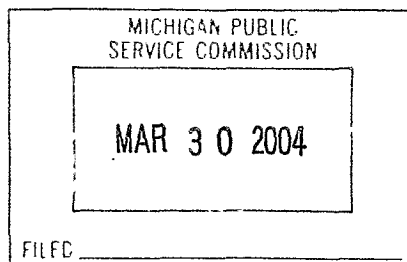
Customer:

<b>Address:</b> 2000 - 2 <sup>nd</sup> Avenue Detroit, Michigan 48226  <b>Notices:</b> Senior Vice President, Gas Operations 2000 - 2 <sup>nd</sup> Avenue Detroit, Michigan 48226  <b>Phone:</b> (313) 235-8872 <b>Fax:</b> (313) 235-0930	<b>Address:</b>   <b>Notices:</b>   <b>Phone:</b> <b>Fax:</b>
<p>1. All transportation services will be provided under the terms and conditions set forth herein and in MichCon's Tariff and the General Terms and Conditions, Attachment A .</p> <p>2. The initial term of this Agreement commences on _____ terminates on _____. Thereafter, the term of this Agreement shall be automatically extended at maximum allowable rates for successive periods of one month until (a) terminated by either party giving the other party 30 days written notice or (b) until superseded by the execution of a new gas transportation agreement between the parties.</p>	
<p>3. ACQ and MDQ</p> <p>Customer's ACQ is _____ Mcf.</p> <p>Customer's MDQ is _____ Mcf.</p>	
<p>4. DELIVERY POINT(s)</p> <p>Customer's Facility located at:</p>	

CANCELLED  
BY  
ORDER U-6300

REMOVED BY JKB

DATE 05-31-05



Continued on Sheet No. SF-45.01

**FORMS ON FILE WITH THE MICHIGAN PUBLIC  
SERVICE COMMISSION**

**MICHIGAN CONSOLIDATED  
GAS COMPANY**

1-2003

**5. TRANSPORTATION RATE [CONFIDENTIAL TERM]**

Each month Customer shall pay MichCon the following:

**Monthly Customer Charge:**

The Monthly Charge shall be the charge as reflected in the LT1 Transportation Rate Schedule of MichCon's Tariff.

*plus*

**Transportation Charge:**

For all gas consumed at Customer's Facility, the Transportation Charge shall be the charge reflected in the LT1

Transportation Rate Schedule of MichCon's Tariff

*plus*

Fuel: Gas In Kind set forth under MichCon's Transportation Rate Schedule Tariff.

**6. FURTHER AGREEMENT [CONFIDENTIAL TERM]**

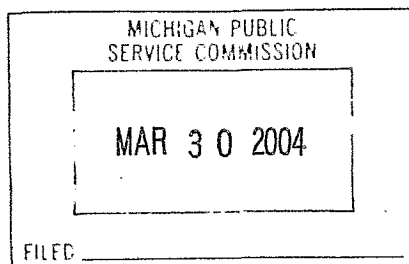
NONE

This Agreement is made as of the ____ day of _____, 200__.	<b>MichCon:</b>	<b>By:</b>	Harold Gardner, Senior Vice President, Gas Operations Michigan Consolidated Gas Company
	<b>Customer:</b>	<b>By:</b>	_____
		<b>Name:</b>	_____
		<b>Title:</b>	_____

CANCELLED  
BY  
ORDER \_\_\_\_\_ U-6300

REMOVED BY \_\_\_\_\_ JKB

DATE \_\_\_\_\_ 05-31-05



Continued on Sheet No. SF-45.02



**FORMS ON FILE WITH THE MICHIGAN PUBLIC  
SERVICE COMMISSION**

**MICHIGAN CONSOLIDATED  
GAS COMPANY**

1-2003

**ATTACHMENT A**

**GENERAL TERMS AND CONDITIONS**

**A-1. DEFINITIONS**

- a) The "Annual Contract Quantity" or "ACQ" identified in this Agreement will be used for those purposes specified in MichCon's Tariff. At any time during the term of this Agreement, the ACQ may be adjusted by MichCon for known or expected changes to Customer's full requirements of natural gas. MichCon will not adjust the ACQ for alternate fuel usage.
- b) "Contract Year" means the first twelve-month period during the term of this Agreement, and each consecutive twelve-month period thereafter.
- c) "Customer Facility" refers to those Customer buildings and facilities to which natural gas is delivered under this Agreement.
- d) "Delivery Point(s)" are the interconnection(s) of the facilities of MichCon and those of Customer located at Customer's Facility.
- e) The "Maximum Daily Quantity" or "MDQ" identified in this Agreement will be used for those purposes specified in MichCon's Tariff. At any time during the term of this Agreement, the MDQ may be adjusted by MichCon for known or expected changes to Customer's daily peak volume.
- f) "MPSC" means the Michigan Public Service Commission.
- g) "Receipt Point(s)" are those interconnection(s) between the facilities of MichCon and third parties that deliver gas to MichCon, for the account of Customer, identified in Section A-5, as modified from time to time by MichCon.
- h) "Tariff" means MichCon's Rules, Regulations and Rate Schedules for Gas Service as approved from time to time by the Michigan Public Service Commission.

**A-2. TRANSPORTATION SERVICE**

- a) Customer shall cause to be delivered to MichCon at the Receipt Point(s) and MichCon shall transport from the Receipt Point(s) to the Delivery Point(s) the Customer's full requirements of natural gas. In no way does the designation of an ACQ modify Customer's obligation under this Agreement to have MichCon transport the full natural gas requirements for Customer's Facility.

CANCELLED	
BY	U-6300
ORDER	
REMOVED BY	JKB
DATE	05-31-05

MICHIGAN PUBLIC SERVICE COMMISSION  <div style="border: 1px solid black; padding: 5px; margin: 10px auto; width: 150px;">           MAR 30 2004         </div>
FILED _____

Continued on Sheet No. SF-45.03

**FORMS ON FILE WITH THE MICHIGAN PUBLIC  
SERVICE COMMISSION**

**MICHIGAN CONSOLIDATED  
GAS COMPANY**

1-2003

- b) MichCon is not responsible for costs associated with construction of additional facilities which it may require to serve incremental gas load greater than the stated ACQ, unless otherwise agreed upon.

**A-3. CONFIDENTIALITY**

- a) Customer acknowledges that the Transportation Rate and Further Agreement, if any, are confidential and were negotiated by the parties based on the unique characteristics of Customer's Facilities and its anticipated natural gas load requirements ("Confidential Terms"). Customer may disclose the Confidential Terms (a) on a strictly "need to know" basis to employees and third party energy consultants/managers and (b) when such disclosure is required by law provided that Customer requests confidential or privileged treatment under applicable statutes, rules and regulations and provides reasonable notice to MichCon prior to such disclosure. Any unauthorized disclosure of the Confidential Terms will terminate, from the date the Confidential Terms are disclosed, any rate discounts reflected in the Transportation Charge such that for the remaining term of this Agreement Customer shall pay the maximum applicable rate for transportation.

**A-4. RECEIPT POINTS**

<u>Facility Name</u>	<u>Interconnecting Company</u>	<u>Receipt Point MDQ (Mcf/day)</u>
Milford	Vector Pipeline [Nov. through Mar. Only]	Up to contract MDQ at an individual Receipt Point and not to exceed Customer's MDQ in total for all Receipt Points.
Belle River	Vector Pipeline [Apr. through Oct. Only]	
Willow	ANR Pipeline	
Northville	Consumers Energy	
Belle River	Great Lakes	
Rouge	Panhandle Eastern (PEPL)	
Woolfolk	ANR Pipeline	
Shell Kalkaska	Antrim Pipeline, Shell Plant Outlet	

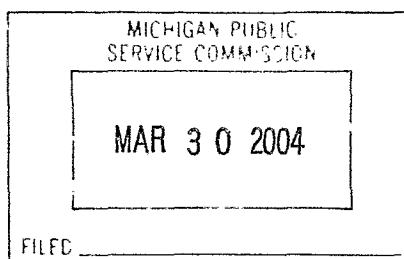
CANCELLED  
BY \_\_\_\_\_  
ORDER U-6300

REMOVED BY JKB

DATE 05-31-05

**A-5. MEASUREMENT**

- a) All quantities of Gas received at the Receipt Point(s) by MichCon for the account of Customer shall be measured at the Receipt Point(s) by MichCon or its designee in accordance with, and shall comply with the measurement specifications contained in the Gas Measurement Committee Report #3, Natural Gas Department, American Gas Association, including the Appendix thereto, dated September, 1985, and any subsequent amendments thereof.
- b) All quantities of gas delivered by MichCon to Customer, or for the account of Customer, will be measured at the Delivery Point(s) by MichCon, or its designee in accordance with MichCon's Tariff.



Continued on Sheet No. SF-45.04

**FORMS ON FILE WITH THE MICHIGAN PUBLIC  
SERVICE COMMISSION**

**MICHIGAN CONSOLIDATED  
GAS COMPANY**

1-2003

**A-6. QUALITY**

- a) All gas delivered by Customer at the Receipt Point(s) or redelivered by MichCon at the Delivery Point(s) shall be pipeline quality gas.
- b) If the gas delivered by Customer at any Receipt Points or by MichCon at any Delivery Points fails at any time to be pipeline quality gas, then MichCon or Customer, as the case may be, shall notify the other of such deficiency and thereupon may, at its option, refuse to accept delivery pending correction. Upon demonstration acceptable to MichCon or Customer, as the case may be, that the gas being tendered for delivery is pipeline quality gas, MichCon or Customer, as the case may be, shall resume taking delivery of gas.

**A-7. POSSESSION AND LIABILITY**

- a) As between MichCon and Customer, Customer shall be deemed in exclusive control and possession of the gas transported hereunder and responsible for any damage or injury caused thereby until it is delivered to MichCon at the Receipt Point(s) and after it is delivered by MichCon at the Delivery Point(s). MichCon shall be deemed in exclusive control and possession of said gas and responsible for any damage or injury caused thereby after it is delivered by Customer, or for Customer's account, at the Receipt Point(s) and before it is delivered by MichCon at the Delivery Point(s).

**A-8. WARRANTY**

- a) Customer warrants that at the time of delivery it will have the right to deliver the gas and that it will indemnify MichCon and save it harmless from suits, actions, debts, accounts, damages, costs, losses and expenses arising from or out of adverse claims of any and all persons to said gas or to royalties, taxes, license fees or charges thereon.
- b) Customer warrants that it is engaged in the direct commercial use of natural gas in the ordinary course of its business. Customer further warrants that either independently or through the services of a gas marketer or broker, Customer will put in place contracts for the purchase and transportation of natural gas such that sufficient quantities of gas will be delivered to the Receipt Point(s) to meet Customer's full requirements for natural gas ("Sufficient Quantities"). If Customer fails to cause Sufficient Quantities to be delivered to MichCon, MichCon will have the right, without notice, to refuse to accept further deliveries of gas on Customer's behalf and MichCon may terminate service under this Agreement immediately so that no system supply gas is used by Customer.

MICHIGAN PUBLIC SERVICE COMMISSION  <b>MAR 30 2004</b>  FILED _____	CANCELLED BY ORDER <u>U-6300</u>  REMOVED BY <u>JKB</u> DATE <u>05-31-05</u>
--	---

Continued on Sheet No. SF-45.05

**FORMS ON FILE WITH THE MICHIGAN PUBLIC  
SERVICE COMMISSION**

**MICHIGAN CONSOLIDATED  
GAS COMPANY**

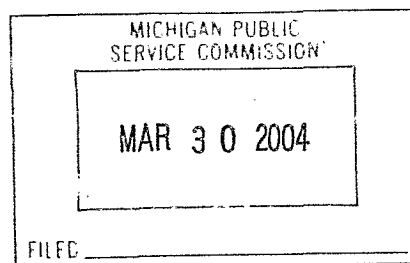
1-2003

**A-9. TAXES**

- a) Customer shall pay any taxes, tariffs, and duties however designated, levied, or charged resulting from this Agreement, including, without limitation, all state and local privilege or excise taxes and any amount in lieu of such taxes, tariffs and duties paid or payable by MichCon, exclusive however of taxes based on the net income of MichCon, property taxes, and MichCon's single business taxes. Customer shall reimburse MichCon for any such taxes, tariffs and duties which are collected and remitted or paid on Customer's behalf by MichCon because of Customer's failure to pay.

**A-10. BILLING AND PAYMENT**

- a) On or about the twentieth day of each calendar month, MichCon shall render a statement to Customer for the total quantity of gas transported during the preceding billing month. Customer will pay MichCon, on or before the due date, the amount billed in that statement. All such payments shall be made in the form of immediately available funds directed to a bank account designated by MichCon on its invoice.
- b) The statements rendered pursuant to this Agreement will be denominated in U.S. Dollars (\$U.S.). All payments must be made in \$U.S.
- c) Customer shall have the right at all reasonable times to examine the books, records and charts of MichCon to the extent necessary to verify the accuracy of any statement, charge or computation made under or pursuant to any provisions of this Agreement.
- d) Should Customer fail to pay any undisputed amount of any statement rendered by MichCon as herein provided when such amount is due, a late payment charge as provided in MichCon's Tariffs will be added to the statement.
- e) If Customer finds at any time within twelve (12) months after the date of any statement rendered by MichCon that it has been overcharged in the amount billed in such statement, and if the overcharge has been paid, and Customer makes a claim therefor within 60 days from the date of discovery thereof, the overcharge, if verified, must be refunded within 30 days. If MichCon finds at any time within twelve months after the date of any statement rendered by it that there has been an undercharge in the amount billed in such statement, it may submit a statement for the undercharge, and Customer, upon verifying the same, shall pay such amount within 30 days.



CANCELLED	
BY	U-6300
ORDER	
REMOVED BY JKB	
DATE	05-31-05

Continued on Sheet No. SF-45.06

**FORMS ON FILE WITH THE MICHIGAN PUBLIC  
SERVICE COMMISSION**

**MICHIGAN CONSOLIDATED  
GAS COMPANY**

CANCELLED  
BY ORDER U-6300  
  
REMOVED BY JKB  
DATE 05-31-05

1-2003

**A-11. CREDITWORTHINESS**

- a) Upon execution of this Agreement, or at anytime during the term hereof, if MichCon feels insecure with regard to Customer's ability to meet its payment obligations, either because of Customer's failure to meet MichCon's criteria for creditworthiness, failure to pay any statement rendered by MichCon, or otherwise, MichCon may require that Customer do any one or more of the following:
- i. Provide MichCon with a corporate guarantee of Customer's performance under this Agreement;
  - ii. Provide MichCon with an irrevocable stand-by letter of credit in a form, and with a bank, acceptable to MichCon;
  - iii. Pay in advance for all transportation services under this Agreement.
- b) If Customer fails to comply with any one or more of the requirements set forth above within 48 hours after receiving a request to do so from MichCon, MichCon may refuse to commence, may suspend and/or may terminate service under this Agreement.

**A-12. FORCE MAJEURE**

- a) Neither Customer nor MichCon shall be liable in damages, or in any other remedy, legal or equitable, to the other for any act, omission or circumstances occasioned by or in consequence of any acts of God, strikes, lockouts, acts of the public enemy, wars, sabotage, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests, and restraints of rulers and peoples, civil disturbances, explosions, breakage or accident to machinery or lines of pipe or the necessity to make repairs, tests, or alteration to machinery or lines of pipe, line freezeups, the binding order of any court or governmental authority which has been resisted in good faith by all reasonable legal means, or any other cause, whether of the kind herein enumerated, or otherwise, and whether caused or occasioned by or happening on the account of the act or omission of one of the parties hereto or some person or concern not a party hereto, not within the control of the party claiming suspension and which by the exercise of due diligence such party is unable to prevent or overcome. A failure to settle or prevent any strike or other controversy with employees or with anyone purporting or seeking to represent employees shall not be considered to be a matter within control of the party claiming suspension.
- b) Such causes or contingencies affecting the performance of this Agreement by either party, however, shall not relieve it of liability in the event of its concurring negligence or in the event of its failure to use due diligence to remedy the situation and remove the cause in an adequate manner and with all reasonable dispatch, nor shall such causes or contingencies affecting the performance of this Agreement relieve either party from its obligation to make payments of amounts then due thereunder, nor shall such causes or contingencies relieve

MICHIGAN PUBLIC  
SERVICE COMMISSION

**MAR 30 2004**

FILED

Continued on Sheet No. SF-45.07

**FORMS ON FILE WITH THE MICHIGAN PUBLIC  
SERVICE COMMISSION**

**MICHIGAN CONSOLIDATED  
GAS COMPANY**

1-2003

either party of liability unless such party shall give notice and full particulars of the same in writing or by telegraph to the other party as soon as possible after the occurrence relied on.

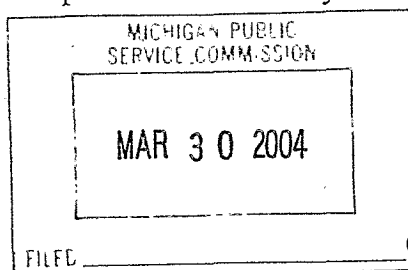
**A-13. REGULATION**

- a) This Agreement and the respective obligations of the parties hereunder are subject to all laws, orders, rules and regulations of duly constituted authorities having jurisdiction. This Agreement is also subject to all applicable federal, state and local taxes or surcharges.

CANCELLED BY ORDER	U-6300
REMOVED BY	JKB
DATE	05-31-05

**A-14. DISPUTES AND GOVERNING LAW**

- a) This Agreement shall be governed by the law of the state of Michigan. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, not settled by the management of the parties, shall be submitted to the jurisdiction of the MPSC. Any controversy or claim outside the jurisdiction of the MPSC, shall be settled by arbitration in accordance with this Section A-15 and the Commercial Arbitration Rules of the American Arbitration Association. Judgment upon the award rendered by the arbitrator may be entered in any court located within the State of Michigan having jurisdiction thereof.
- b) The arbitration hearing shall be held in Detroit, Michigan on ten days' notice to the parties.
- c) No arbitration proceeding may consider a matter designated by this Agreement to be within the judgment or discretion of one party, and the arbitration proceeding may not revoke or revise any provisions of this Agreement.
- d) An award rendered by the arbitrator will be final and binding on all parties to the proceeding.
- e) Unless the arbitrator, for good cause shown, apportions the costs of the arbitration proceeding between the parties, the arbitrator's award shall direct the losing party to pay the costs of the arbitration proceeding, which shall include the arbitrator's bill for services, any amounts charged by the American Arbitration Association in connection with the arbitration proceeding, and any costs, internal charges and out-of-pocket expenses incurred by the prevailing party in connection with the preparation for or conduct of the proceeding, including reasonable attorneys' fees and time charges.
- f) In no event shall either party be required to arbitrate any dispute based on transactions or occurrences which occurred more than 24 months prior to the date of the demand for arbitration, and mailing shall not be presumed to be timely in the absence of official postal proof of the date of mailing.



Continued on Sheet No. SF-45.08

FORMS ON FILE WITH THE MICHIGAN PUBLIC  
SERVICE COMMISSIONMICHIGAN CONSOLIDATED  
GAS COMPANY

1-2003

## A-15. LIMITATION

- a). Neither party shall be liable to the other party for consequential, incidental, exemplary, punitive, or indirect damages, lost profits or other business interruption damages, arising out of the performance or nonperformance of any obligation under this Agreement, by statute, in tort or contract, under any indemnity provision or otherwise.

## A-16. NON-WAIVER OF FUTURE DEFAULTS

- a) No waiver by either party of any one or more defaults by the other in the performance of any provisions of this Agreement will operate or be construed as a waiver of any future default or defaults, whether of a like or of a different character.

## A-17. ASSIGNMENT

- a) Customer may not assign this Agreement or any of its rights or obligations arising under this Agreement without the prior written consent of MichCon.

## A-18. NOTICE

- a) Any notice, request, demand, statement or payment provided for in this Agreement shall be sent to the address indicated on page 1 of the Agreement unless directed otherwise on the statement. Either party may change its address for notices by giving written notice of the change to the other party.

## A-19. SEVERABILITY

- a) In case any one or more of the provisions contained in this Agreement is for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision of this Agreement and this Agreement shall be construed as if such invalid, illegal or unenforceable provision or provisions had never been contained herein.

## A-20. ENTIRETY

- a) This Agreement constitutes the entire agreement between MichCon and Customer concerning the subject matter hereof, and supersedes all prior negotiations, representations and correspondence.

CANCELLED BY ORDER	U-6300
REMOVED BY	JKB
DATE	05-31-05

END OF ATTACHMENT A]

MICHIGAN PUBLIC SERVICE COMMISSION
MAR 30 2004
FILED

**FORMS ON FILE WITH THE MICHIGAN PUBLIC  
SERVICE COMMISSION**

**MICHIGAN CONSOLIDATED  
GAS COMPANY**

1-2003



A DTE Energy Company

Contract Type: LT-2

Contract No.         

**GAS TRANSPORTATION AGREEMENT**

MichCon: Michigan Consolidated Gas Company

Customer:                     

<p><b>Address:</b> 2000 2<sup>nd</sup> Avenue Detroit, Michigan 48226</p> <p><b>Notices:</b> Senior Vice President, Gas Operations 2000 2<sup>nd</sup> Avenue Detroit, Michigan 48226</p> <p><b>Phone:</b> (313) 235-8872 <b>Fax:</b> (313) 235-0930</p>	<p><b>Address:</b></p> <p><b>Notices:</b></p> <p><b>Phone:</b></p> <p><b>Fax:</b></p>
<p>1. All transportation services will be provided under the terms and conditions set forth herein and in MichCon's Tariff and the General Terms and Conditions, Attachment A.</p>	
<p>2. The initial term of this Agreement commences on _____ and terminates on _____. Thereafter, the term of this Agreement shall be automatically extended at maximum allowable rates for successive periods of one month until (a) terminated by either party giving the other party 30 days written notice or (b) until superseded by the execution of a new gas transportation agreement between the parties.</p>	
<p><b>3. ACQ and MDQ</b></p> <p>Customer's ACQ is _____ Mcf.</p> <p>Customer's MDQ is _____ Mcf.</p>	
<p><b>4. DELIVERY POINT(s)</b></p> <p><u>Customer's Facility located at:</u></p>	

CANCELLED  
BY  
ORDER U-6300

REMOVED BY JKB

DATE 05-31-05

MICHIGAN PUBLIC  
SERVICE COMMISSION

**MAR 30 2004**

FILED                     

Continued on Sheet No. SF-46.01



**FORMS ON FILE WITH THE MICHIGAN PUBLIC  
SERVICE COMMISSION**

**MICHIGAN CONSOLIDATED  
GAS COMPANY**

1-2003

**5. TRANSPORTATION RATE [CONFIDENTIAL TERM]**

Each month Customer shall pay MichCon the following:

**Monthly Customer Charge:**

The Monthly Charge shall be the charge as reflected in the LT1 Transportation Rate Schedule of MichCon's Tariff.

*Plus*

**Transportation Charge:**

For all gas consumed at Customer's Facility, the Transportation Charge shall be the charge reflected in the LT1 Transportation Rate Schedule of MichCon's Tariff

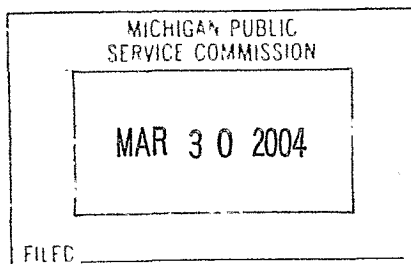
*Plus*

Fuel: Gas In Kind set forth under MichCon's Transportation Rate Schedule Tariff.

**6. FURTHER AGREEMENT [CONFIDENTIAL TERM] -NONE.**

This Agreement is made  As of the ____ day of  _____, 200__.	<b>MichCon:</b>	<b>By:</b>  <b>Title:</b> Harold Gardner, Senior Vice President, Gas Operations Michigan Consolidated Gas Company
	<b>Customer:</b>	<b>By:</b>  <b>Name:</b> _____ <b>Title:</b> _____

CANCELLED  
 BY  
 ORDER \_\_\_\_\_ U-6300  
  
 REMOVED BY \_\_\_\_\_ JKB  
 DATE \_\_\_\_\_ 05-31-05



Continued on Sheet No. SF-46.02

**FORMS ON FILE WITH THE MICHIGAN PUBLIC  
SERVICE COMMISSION**

**MICHIGAN CONSOLIDATED  
GAS COMPANY**

1-2003

**ATTACHMENT A**

**GENERAL TERMS AND CONDITIONS**

CANCELLED BY ORDER	U-6300
REMOVED BY	JKB
DATE	05-31-05

**A-1. DEFINITIONS**

- a) The "Annual Contract Quantity" or "ACQ" identified in this Agreement will be used for those purposes specified in MichCon's Tariff. At any time during the term of this Agreement, the ACQ may be adjusted by MichCon for known or expected changes to Customer's full requirements of natural gas. MichCon will not adjust the ACQ for alternate fuel usage.
- b) "Contract Year" means the first twelve-month period during the term of this Agreement, and each consecutive twelve-month period thereafter.
- c) "Customer Facility" refers to those Customer buildings and facilities to which natural gas is delivered under this Agreement.
- d) "Delivery Point(s)" are the interconnection(s) of the facilities of MichCon and those of Customer located at Customer's Facility.
- e) The "Maximum Daily Quantity" or "MDQ" identified in this Agreement will be used for those purposes specified in MichCon's Tariff. At any time during the term of this Agreement, the MDQ may be adjusted by MichCon for known or expected changes to Customer's daily peak volume.
- f) "MPSC" means the Michigan Public Service Commission.
- g) "Receipt Point(s)" are those interconnection(s) between the facilities of MichCon and third parties that deliver gas to MichCon, for the account of Customer, identified in Section A-5, as modified from time to time by MichCon.
- h) "Tariff" means MichCon's Rules, Regulations and Rate Schedules for Gas Service as approved from time to time by the Michigan Public Service Commission.

**A-2. TRANSPORTATION SERVICE**

- a) Customer shall cause to be delivered to MichCon at the Receipt Point(s) and MichCon shall transport from the Receipt Point(s) to the Delivery Point(s) the Customer's full requirements of natural gas. In no way does the designation of an ACQ modify Customer's obligation under this Agreement to have MichCon transport the full natural gas requirements for Customer's Facility.
- b) MichCon is not responsible for costs associated with construction of additional facilities which it may require to serve incremental gas load greater than the stated ACQ, unless otherwise agreed upon.

MICHIGAN PUBLIC  
SERVICE COMMISSION

**MAR 30 2004**

Continued on Sheet No. SF-46.03

**FORMS ON FILE WITH THE MICHIGAN PUBLIC  
SERVICE COMMISSION**

**MICHIGAN CONSOLIDATED  
GAS COMPANY**

1-2003

**A-3. CONFIDENTIALITY**

- a) Customer acknowledges that the Transportation Rate and Further Agreement, if any, are confidential and were negotiated by the parties based on the unique characteristics of Customer's Facilities and its anticipated natural gas load requirements ("Confidential Terms"). Customer may disclose the Confidential Terms (a) on a strictly "need to know" basis to employees and third party energy consultants/managers and (b) when such disclosure is required by law provided that Customer requests confidential or privileged treatment under applicable statutes, rules and regulations and provides reasonable notice to MichCon prior to such disclosure. Any unauthorized disclosure of the Confidential Terms will terminate, from the date the Confidential Terms are disclosed, any rate discounts reflected in the Transportation Charge such that for the remaining term of this Agreement Customer shall pay the maximum applicable rate for transportation.

**A-4. RECEIPT POINTS**

<u>Facility Name</u>	<u>Interconnecting Company</u>	<u>Receipt Point MDQ (Mcf/day)</u>
Milford	Vector Pipeline [Nov. through Mar. Only]	Up to contract MDQ at an individual Receipt Point and not to exceed Customer's MDQ in total for all Receipt Points.
Belle River	Vector Pipeline [Apr. through Oct. Only]	
Willow	ANR Pipeline	
Northville	Consumers Energy	
Belle River	Great Lakes	
Rouge	Panhandle Eastern (PEPL)	
Woolfolk	ANR Pipeline	
Shell Kalkaska	Antrim Pipeline, Shell Plant Outlet	

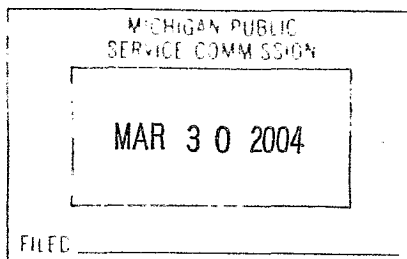
CANCELLED  
BY ORDER U-6300

REMOVED BY JKB

DATE 05-31-05

**A-5. MEASUREMENT**

- a) All quantities of Gas received at the Receipt Point(s) by MichCon for the account of Customer shall be measured at the Receipt Point(s) by MichCon or its designee in accordance with, and shall comply with the measurement specifications contained in the Gas Measurement Committee Report #3, Natural Gas Department, American Gas Association, including the Appendix thereto, dated September, 1985, and any subsequent amendments thereof.
- b) All quantities of gas delivered by MichCon to Customer, or for the account of Customer, will be measured at the Delivery Point(s) by MichCon, or its designee in accordance with MichCon's Tariff.



Continued on Sheet No. SF-46.04

**FORMS ON FILE WITH THE MICHIGAN PUBLIC  
SERVICE COMMISSION**

**MICHIGAN CONSOLIDATED  
GAS COMPANY**

1-2003

**A-6. QUALITY**

- a) All gas delivered by Customer at the Receipt Point(s) or redelivered by MichCon at the Delivery Point(s) shall be pipeline quality gas.
- b) If the gas delivered by Customer at any Receipt Points or by MichCon at any Delivery Points fails at any time to be pipeline quality gas, then MichCon or Customer, as the case may be, shall notify the other of such deficiency and thereupon may, at its option, refuse to accept delivery pending correction. Upon demonstration acceptable to MichCon or Customer, as the case may be, that the gas being tendered for delivery is pipeline quality gas, MichCon or Customer, as the case may be, shall resume taking delivery of gas.

**A-7. POSSESSION AND LIABILITY**

- a) As between MichCon and Customer, Customer shall be deemed in exclusive control and possession of the gas transported hereunder and responsible for any damage or injury caused thereby until it is delivered to MichCon at the Receipt Point(s) and after it is delivered by MichCon at the Delivery Point(s). MichCon shall be deemed in exclusive control and possession of said gas and responsible for any damage or injury caused thereby after it is delivered by Customer, or for Customer's account, at the Receipt Point(s) and before it is delivered by MichCon at the Delivery Point(s).

**A-8. WARRANTY**

- a) Customer warrants that at the time of delivery it will have the right to deliver the gas and that it will indemnify MichCon and save it harmless from suits, actions, debts, accounts, damages, costs, losses and expenses arising from or out of adverse claims of any and all persons to said gas or to royalties, taxes, license fees or charges thereon.
- b) Customer warrants that it is engaged in the direct commercial use of natural gas in the ordinary course of its business. Customer further warrants that either independently or through the services of a gas marketer or broker, Customer will put in place contracts for the purchase and transportation of natural gas such that sufficient quantities of gas will be delivered to the Receipt Point(s) to meet Customer's full requirements for natural gas ("Sufficient Quantities"). If Customer fails to cause Sufficient Quantities to be delivered to MichCon, MichCon will have the right, without notice, to refuse to accept further deliveries of gas on Customer's behalf and MichCon may terminate service under this Agreement immediately so that no system supply gas is used by Customer.

MICHIGAN PUBLIC SERVICE COMMISSION  <b>MAR 30 2004</b>  FILED _____
--

CANCELLED BY ORDER _____ U-6300  REMOVED BY <u>JKB</u> DATE <u>05-31-05</u>
--

Continued on Sheet No. SF-46.05

FORMS ON FILE WITH THE MICHIGAN PUBLIC  
SERVICE COMMISSIONMICHIGAN CONSOLIDATED  
GAS COMPANY

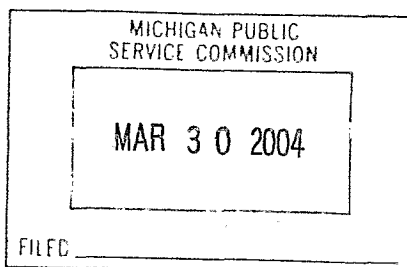
1-2003

## A-9. TAXES

- a) Customer shall pay any taxes, tariffs, and duties however designated, levied, or charged resulting from this Agreement, including, without limitation, all state and local privilege or excise taxes and any amount in lieu of such taxes, tariffs and duties paid or payable by MichCon, exclusive however of taxes based on the net income of MichCon, property taxes, and MichCon's single business taxes. Customer shall reimburse MichCon for any such taxes, tariffs and duties which are collected and remitted or paid on Customer's behalf by MichCon because of Customer's failure to pay.

## A-10. BILLING AND PAYMENT

- a) On or about the twentieth day of each calendar month, MichCon shall render a statement to Customer for the total quantity of gas transported during the preceding billing month. Customer will pay MichCon, on or before the due date, the amount billed in that statement. All such payments shall be made in the form of immediately available funds directed to a bank account designated by MichCon on its invoice.
- b) The statements rendered pursuant to this Agreement will be denominated in U.S. Dollars (\$U.S.). All payments must be made in \$U.S.
- c) Customer shall have the right at all reasonable times to examine the books, records and charts of MichCon to the extent necessary to verify the accuracy of any statement, charge or computation made under or pursuant to any provisions of this Agreement.
- d) Should Customer fail to pay any undisputed amount of any statement rendered by MichCon as herein provided when such amount is due, a late payment charge as provided in MichCon's Tariffs will be added to the statement.
- e) If Customer finds at any time within twelve (12) months after the date of any statement rendered by MichCon that it has been overcharged in the amount billed in such statement, and if the overcharge has been paid, and Customer makes a claim therefor within 60 days from the date of discovery thereof, the overcharge, if verified, must be refunded within 30 days. If MichCon finds at any time within twelve months after the date of any statement rendered by it that there has been an undercharge in the amount billed in such statement, it may submit a statement for the undercharge, and Customer, upon verifying the same, shall pay such amount within 30 days.



CANCELLED BY ORDER	U-6300
REMOVED BY	JKB
DATE	05-31-05

Continued on Sheet No. SF-46.06

**FORMS ON FILE WITH THE MICHIGAN PUBLIC  
SERVICE COMMISSION**

**MICHIGAN CONSOLIDATED  
GAS COMPANY**

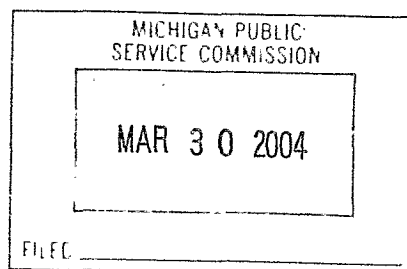
1-2003

**A-11. CREDITWORTHINESS**

- a) Upon execution of this Agreement, or at anytime during the term hereof, if MichCon feels insecure with regard to Customer's ability to meet its payment obligations, either because of Customer's failure to meet MichCon's criteria for creditworthiness, failure to pay any statement rendered by MichCon, or otherwise, MichCon may require that Customer do any one or more of the following:
- i. Provide MichCon with a corporate guarantee of Customer's performance under this Agreement;
  - ii. Provide MichCon with an irrevocable stand-by letter of credit in a form, and with a bank, acceptable to MichCon;
  - iii. Pay in advance for all transportation services under this Agreement.
- b) If Customer fails to comply with any one or more of the requirements set forth above within 2 business days after receiving a request to do so from MichCon, MichCon may refuse to commence, may suspend and/or may terminate service under this Agreement.

**A-12. FORCE MAJEURE**

- a) Neither Customer nor MichCon shall be liable in damages, or in any other remedy, legal or equitable, to the other for any act, omission or circumstances occasioned by or in consequence of any acts of God, strikes, lockouts, acts of the public enemy, wars, sabotage, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests, and restraints of rulers and peoples, civil disturbances, explosions, breakage or accident to machinery or lines of pipe or the necessity to make repairs, tests, or alteration to machinery or lines of pipe, line freezeups, the binding order of any court or governmental authority which has been resisted in good faith by all reasonable legal means, or any other cause, whether of the kind herein enumerated, or otherwise, and whether caused or occasioned by or happening on the account of the act or omission of one of the parties hereto or some person or concern not a party hereto, not within the control of the party claiming suspension and which by the exercise of due diligence such party is unable to prevent or overcome. A failure to settle or prevent any strike or other controversy with employees or with anyone purporting or seeking to represent employees shall not be considered to be a matter within control of the party claiming suspension.



CANCELLED BY ORDER _____	U-6300
REMOVED BY _____	JKB
DATE _____	05-31-05

Continued on Sheet No. SF-46.07

**FORMS ON FILE WITH THE MICHIGAN PUBLIC  
SERVICE COMMISSION**

**MICHIGAN CONSOLIDATED  
GAS COMPANY**

1-2003

- b) Such causes or contingencies affecting the performance of this Agreement by either party, however, shall not relieve it of liability in the event of its concurring negligence or in the event of its failure to use due diligence to remedy the situation and remove the cause in an adequate manner and with all reasonable dispatch, nor shall such causes or contingencies affecting the performance of this Agreement relieve either party from its obligation to make payments of amounts then due thereunder, nor shall such causes or contingencies relieve either party of liability unless such party shall give notice and full particulars of the same in writing or by telegraph to the other party as soon as possible after the occurrence relied on.

**A-13. REGULATION**

- a) This Agreement and the respective obligations of the parties hereunder are subject to all laws, orders, rules and regulations of duly constituted authorities having jurisdiction. This Agreement is also subject to all applicable federal, state and local taxes or surcharges.

**A-14. DISPUTES AND GOVERNING LAW**

- a) This Agreement shall be governed by the law of the state of Michigan. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, not settled by the management of the parties, shall be submitted to the jurisdiction of the MPSC. Any controversy or claim outside the jurisdiction of the MPSC, shall be settled by arbitration in accordance with this Section A-15 and the Commercial Arbitration Rules of the American Arbitration Association. Judgment upon the award rendered by the arbitrator may be entered in any court located within the State of Michigan having jurisdiction thereof.
- b) The arbitration hearing shall be held in Detroit, Michigan on ten days' notice to the parties.
- c) No arbitration proceeding may consider a matter designated by this Agreement to be within the judgment or discretion of one party, and the arbitration proceeding may not revoke or revise any provisions of this Agreement.
- d) An award rendered by the arbitrator will be final and binding on all parties to the proceeding.
- e) Unless the arbitrator, for good cause shown, apportions the costs of the arbitration proceeding between the parties, the arbitrator's award shall direct the losing party to pay the costs of the arbitration proceeding, which shall include the arbitrator's bill for services, any amounts charged by the American Arbitration Association in connection with the arbitration proceeding, and any costs, internal charges and out-of-pocket expenses incurred by the prevailing party in connection with the preparation for or conduct of the proceeding, including reasonable attorneys' fees and time charges.
- f) In no event shall either party be required to arbitrate any dispute based on transactions or occurrences which occurred more than 24 months prior to the date of the demand for arbitration, and mailing shall not be presumed to be timely in the absence of official postal proof of the date of mailing.

CANCELLED BY ORDER	U-6300
REMOVED BY	JKB
DATE	05-31-05

MAR 30 2004
FILED

Continued on Sheet No. SF-46.08

FORMS ON FILE WITH THE MICHIGAN PUBLIC  
SERVICE COMMISSIONMICHIGAN CONSOLIDATED  
GAS COMPANY

1-2003

**A-15. LIMITATION**

- a). Neither party shall be liable to the other party for consequential, incidental, exemplary, punitive, or indirect damages, lost profits or other business interruption damages, arising out of the performance or nonperformance of any obligation under this Agreement, by statute, in tort or contract, under any indemnity provision or otherwise.

**A-16. NON-WAIVER OF FUTURE DEFAULTS**

- a) No waiver by either party of any one or more defaults by the other in the performance of any provisions of this Agreement will operate or be construed as a waiver of any future default or defaults, whether of a like or of a different character.

**A-17. ASSIGNMENT**

- a) Customer may not assign this Agreement or any of its rights or obligations arising under this Agreement without the prior written consent of MichCon.

**A-18. NOTICE**

- a) Any notice, request, demand, statement or payment provided for in this Agreement shall be sent to the address indicated on page 1 of the Agreement unless directed otherwise on the statement. Either party may change its address for notices by giving written notice of the change to the other party.

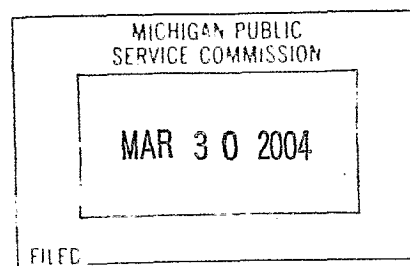
**A-19. SEVERABILITY**

- a) In case any one or more of the provisions contained in this Agreement is for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision of this Agreement and this Agreement shall be construed as if such invalid, illegal or unenforceable provision or provisions had never been contained herein.

**A-20. ENTIRETY**

- a) This Agreement constitutes the entire agreement between MichCon and Customer concerning the subject matter hereof, and supersedes all prior negotiations, representations and correspondence.

[END OF ATTACHMENT A]



CANCELLED BY ORDER	U-6300
REMOVED BY	JKB
DATE	05-31-05



FORMS ON FILE WITH THE MICHIGAN PUBLIC  
SERVICE COMMISSIONMICHIGAN CONSOLIDATED  
GAS COMPANY

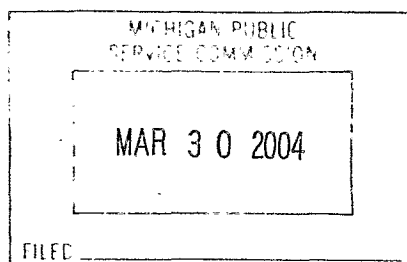
1-2004

[This Form has been Cancelled.]

CANCELLED  
BY  
ORDER U-6300

REMOVED BY JKB

DATE 05-31-05



FORMS ON FILE WITH THE MICHIGAN PUBLIC  
SERVICE COMMISSION

MICHIGAN CONSOLIDATED  
GAS COMPANY

1-2004

[This Form has been Cancelled.]

CANCELLED  
BY  
ORDER U-6300  
  
REMOVED BY JKB  
DATE 05-31-05

<p>MICHIGAN PUBLIC SERVICE COMMISSION</p> <p><b>MAR 30 2004</b></p> <p>FILED _____</p>
--

FORMS ON FILE WITH THE MICHIGAN PUBLIC  
SERVICE COMMISSIONMICHIGAN CONSOLIDATED  
GAS COMPANY

1-2003

VTA - 990xx

## VARIABLE TRANSPORTATION AGREEMENT

THIS AGREEMENT is entered into as of this first day of \_\_\_\_\_, \_\_\_\_\_, by and between MICHIGAN CONSOLIDATED GAS COMPANY ("MichCon"), having its principal offices at 500 Griswold, Detroit, Michigan 48226 and \_\_\_\_\_ ("Shipper") having an office at \_\_\_\_\_

CANCELLED  
BY  
ORDER \_\_\_\_\_ U-6300  
  
REMOVED BY \_\_\_\_\_ JKB  
DATE \_\_\_\_\_ 05-31-05

## RECITALS

WHEREAS Shipper has requested MichCon to transport gas on Shipper's behalf; and

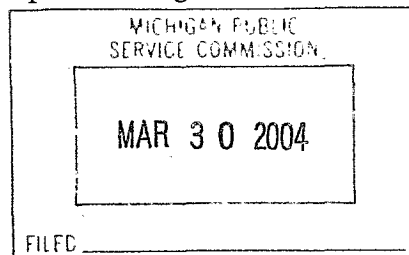
WHEREAS MichCon is willing to provide the requested transportation service subject to the terms and conditions of this Agreement;

THEREFORE, Shipper and MichCon agree as follows:

## 1. GAS TRANSPORTATION SERVICE

1.1 For one or more varying periods during the term of this Agreement, Shipper may agree to deliver or cause to be delivered to MichCon natural gas for transportation, and MichCon may agree to receive, transport and redeliver, Equivalent Quantities of natural gas to Shipper. The transportation service provided under this Agreement is subject to the applicable (a) MichCon rules, regulations and off-system transportation rate schedules, and any revisions thereto, authorized by the Michigan Public Service Commission (MPSC), or (b) rates filed with the Federal Energy Regulatory Commission (FERC) under Subpart C, Part 284 of FERC's regulations.

1.2 Subject to available capacity and operational constraints on MichCon's system at the time nominations are made under Section D-2.1 of Exhibit D, such periodic agreements must be set forth in the form of the attached Variable Transportation Agreement, Exhibits A-C. The parties shall designate the following terms:



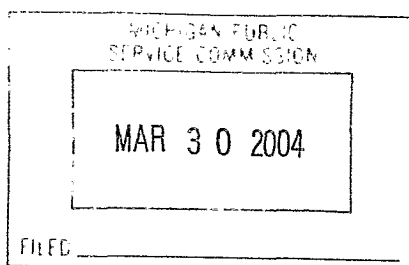
Continued on Sheet No. SF-49.01

**FORMS ON FILE WITH THE MICHIGAN PUBLIC  
SERVICE COMMISSION**

**MICHIGAN CONSOLIDATED  
GAS COMPANY**

1-2003

- a) The points where Shipper may deliver gas to MichCon for transportation (the "Receipt Point(s)") and the maximum quantity of gas that may be delivered to that point by Shipper on any given day (the "Receipt Point MDQ") will be set forth on Exhibit A.
- b) The points where Shipper may request that MichCon redeliver gas to Shipper (the "Delivery Point(s)") and the maximum quantity of gas that Shipper is entitled to have redelivered to that point by MichCon on any given day (the "Delivery Point MDQ") will be set forth on Exhibit B.
- c) The charges for all transportation pursuant to this Agreement will be set forth on Exhibit C.
  1. The transportation of gas by MichCon under this Agreement from the Receipt Points to the Delivery Points set forth in Exhibits A and B, respectively, may in certain instances involve intermediate transportation by a third party at the request of MichCon as agent for the Shipper. Except as provided in Exhibit E, the charges set forth in Exhibit C do not include, and Shipper shall pay, any third party charges for such intermediate transportation and any associated penalties which may be incurred.
  2. Shipper may deliver gas in excess of the Aggregate MDQ ("Authorized Overrun Gas") to MichCon for transportation if Shipper requests permission to transport gas in excess of Shipper's MDQ on ConQuest™ or by other mutually agreeable electronic means, at least 24 hours prior to the nomination deadline set forth in Exhibit D, Section D-2.1, and has not received notification of MichCon's denial of the request by the nomination deadline. Such authorization shall be good for only one Day at a time ("Authorized Overrun Service"). For the Authorized Overrun Service, Shipper shall pay MichCon a charge equal to the Authorized Overrun Gas multiplied by a transportation charge ("Authorized Overrun Rate") as set by MichCon and



CANCELLED	
BY	ORDER <u>U-6300</u>
REMOVED BY <u>JKB</u>	
DATE	<u>05-31-05</u>

Continued on Sheet No. SF-49.02

FORMS ON FILE WITH THE MICHIGAN PUBLIC  
SERVICE COMMISSIONMICHIGAN CONSOLIDATED  
GAS COMPANY

1-2003

identified in Exhibit C. The Authorized Overrun Rate will not exceed the TOS transportation charges authorized by MichCon's Tariff.

1.3 Nominations with respect to gas to be transported under this Agreement shall be made as provided in Section D-2.1 of Exhibit D.

1.4 It is not the intention of MichCon to act as either an importer or an exporter of natural gas under the terms of this Agreement. All deliveries of natural gas at the international border will be deemed to have been made one foot on the U.S. side of the international border. As between MichCon and Shipper, Shipper is responsible for obtaining any and all permits required by the United States and Canada to move natural gas in either direction across the international border.

**2. TERM**

2.1 The term of this Agreement is a period of 12 months commencing on \_\_\_\_\_ and ending on \_\_\_\_\_. Thereafter, this Agreement will continue in effect from month to month unless terminated by either party giving 30 days written notice to the other.

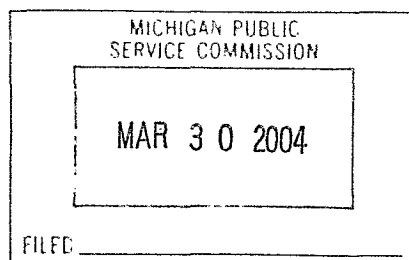
**3. NOTICE**

3.1 Any notice, request, demand, statement or payment provided for in this Agreement shall be sent to the parties at the following addresses:

Shipper: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attn: \_\_\_\_\_

CANCELLED BY ORDER	U-6300
REMOVED BY	JKB
DATE	05-31-05



Continued on Sheet No. SF-49.03

FORMS ON FILE WITH THE MICHIGAN PUBLIC  
SERVICE COMMISSIONMICHIGAN CONSOLIDATED  
GAS COMPANY

1-2003

MichCon:

Payments: As directed on the invoice

All other: Michigan Consolidated Gas Company  
500 Griswold Street  
GB 26<sup>th</sup> Floor  
Detroit, Michigan 48226

Attn: Contract Administration

CANCELLED	
BY	ORDER <u>U-6300</u>
REMOVED BY <u>JKB</u>	
DATE	<u>05-31-05</u>

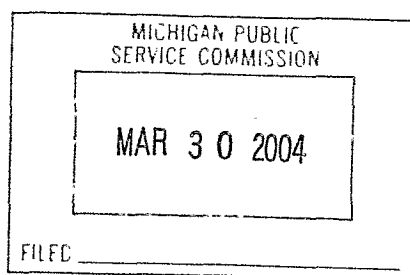
3.2 Either party may change its address under this Agreement by notice to the other party. Unless otherwise provided, all notices given by one party to the other shall be sent by registered mail, overnight mail, or by telecopy and shall be effective upon receipt. However, routine communications, including monthly invoices, shall be considered as duly delivered when mailed by either registered, overnight or ordinary mail.

#### 4. CONTRACT DOCUMENTS

4.1 This Agreement includes the following exhibits which are made a part of the Agreement:

EXHIBIT A - Receipt Point(s)  
EXHIBIT B - Delivery Point(s)  
EXHIBIT C - Transportation Charge  
EXHIBIT D - General Terms and Conditions  
EXHIBIT E - Capacity Release and Assignment of Capacity

This Agreement constitutes the entire agreement between MichCon and Shipper concerning the subject matter hereof. Any prior understandings, representations, promises, undertakings, agreements or inducements, whether written or oral, concerning the subject matter hereof not contained herein shall have no force and effect. Except as provided in Exhibit D, Section D-16.6, this Agreement may be modified or amended only by a writing duly executed by both parties.



Continued on Sheet No. SF-49.04

FORMS ON FILE WITH THE MICHIGAN PUBLIC  
SERVICE COMMISSIONMICHIGAN CONSOLIDATED  
GAS COMPANY

1-2003

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

MICHIGAN CONSOLIDATED GAS COMPANY

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

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

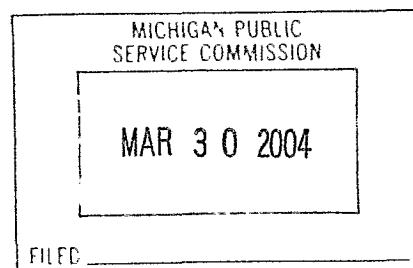
SHIPPER)

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

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

F:\DATA\FORMS\GAS\IVARTPOR.DOC

CANCELLED  
BY  
ORDER \_\_\_\_\_ U-6300  
  
REMOVED BY \_\_\_\_\_ JKB  
DATE \_\_\_\_\_ 05-31-05



Continued on Sheet No. SF-49.05

**FORMS ON FILE WITH THE MICHIGAN PUBLIC  
SERVICE COMMISSION**

**MICHIGAN CONSOLIDATED  
GAS COMPANY**

1-2003

***michcon***

**Transportation Service**

**VARIABLE TRANSPORTATION AGREEMENT  
EXHIBITS A - C**

- date -

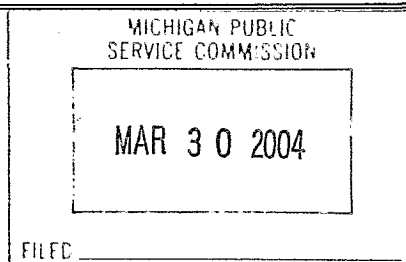
<b>MichCon:</b> Michigan Consolidated Gas Company 500 Griswold Street Detroit, Michigan 48226  <b>Attention:</b>  <b>Phone:</b>  <b>Fax:</b> (313) 256-6416	<b>Shipper:</b>  <b>Attention:</b>  <b>Phone:</b>  <b>Fax:</b>
---	--

CANCELLED  
 BY ORDER U-6300  
  
 REMOVED BY JKB  
 DATE 05-31-05

1. The provisions and conditions set forth in Exhibits A - C apply to transportation service from \_\_\_\_\_ to \_\_\_\_\_. Reference Deal # \_\_\_\_\_ for all transactions associated with these Exhibits A - C.
2. Transportation service shall be on a \_\_\_\_\_ basis.
3. All transportation services shall be pursuant to the terms and conditions of the parties' Variable Transportation Agreement (VTA - \_\_\_\_\_) dated \_\_\_\_\_.

**EXHIBIT A -- RECEIPT POINT(s)**

	Interconnect Company Name	Interconnect Name	Receipt Point MDQ
<b>1. Receipt Point(s):</b>			
<b>2. Special Provisions:</b>	Aggregate volume delivered at the Receipt Point(s) may not exceed _____ Mcf per day.		



Continued on Sheet No. SF-49.06



**FORMS ON FILE WITH THE MICHIGAN PUBLIC  
SERVICE COMMISSION**

**MICHIGAN CONSOLIDATED  
GAS COMPANY**

1-2003

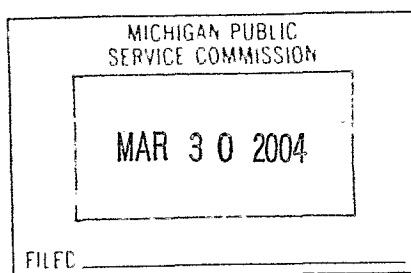
**EXHIBIT B -- DELIVERY POINT(S)**

	Interconnect Company Name	Interconnect Name	Delivery Point MDQ
1. Delivery Point(s):			
2. Special Provisions:	Aggregate volume delivered at the Delivery Point(s) may not exceed _____ Mcf per day.		

**EXHIBIT C -- TRANSPORTATION CHARGES**

1. Administration Fee	\$300.00 per Month	CANCELLED BY _____ ORDER <u>U-6300</u>  REMOVED BY <u>JKB</u> DATE <u>05-31-05</u>
2. Transportation Charge	Demand Charge: Commodity Charge:	
3. Imbalance Penalty		
4. Special Provision(s):		

Accepted:	MichCon:	By: _____
		Title: _____
	Shipper:	By: _____
		Title: _____



Continued on Sheet No. SF-49.07

**FORMS ON FILE WITH THE MICHIGAN PUBLIC  
SERVICE COMMISSION**

**MICHIGAN CONSOLIDATED  
GAS COMPANY**

1-2003

**EXHIBIT "D"****General Terms and Conditions****SECTION I****DEFINITIONS**

CANCELLED BY ORDER	U-6300
REMOVED BY	JKB
DATE	05-31-05

D-1.1 The term "Btu" means one British Thermal Unit, being the amount of heat energy required to raise the temperature of one pound of water one degree Fahrenheit at 60 degrees Fahrenheit. Btu is measured on a dry basis.

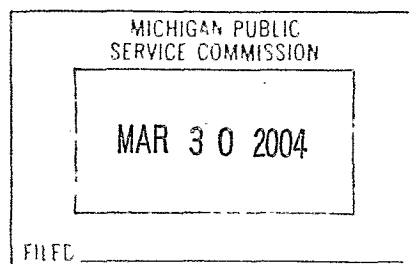
D-1.2 The term "Cubic Feet of gas" means the quantity of gas which occupies one cubic foot at a temperature of 60 degrees Fahrenheit and a pressure of 14.65 pounds per square inch absolute.

D-1.3 The term "Day" means a period of twenty-four (24) consecutive hours commencing at 12:00 P.M. (noon) EST on one calendar day and ending at 12:00 (noon) P.M. EST the following calendar day.

D-1.4 The term "Dekatherm" of "Dth" means the quantity of heat energy equivalent to 1,000,000 Btu.

D-1.5 The term "Equivalent Quantities" means the quantity of gas received from Shipper, or for the account of Shipper, at the Receipt Point(s), less .9% withheld by MichCon for loss and use, unless otherwise specified in Exhibit C.

D-1.6 The term "Firm Service" means service which obligates MichCon to transport the quantities set forth in Exhibits A and B, except for reasons of Force Majeure or curtailment as specified in MichCon's Tariff.



Continued on Sheet No. SF-49.08

FORMS ON FILE WITH THE MICHIGAN PUBLIC  
SERVICE COMMISSIONMICHIGAN CONSOLIDATED  
GAS COMPANY

1-2003

D-1.7 The term "Interruptible Service" means service to transport the quantities set forth in Exhibits A and B, if in MichCon's sole judgment, it has the capacity on a daily basis to provide such service.

D-1.8 The term "Mcf" means 1000 Cubic Feet of gas.

D-1.9 The term "Month" means the period beginning at 12:00 P.M. (noon) EST, on the first day of a calendar month and ending at 12:00 P.M. (noon) EST on the first day of the following calendar month.

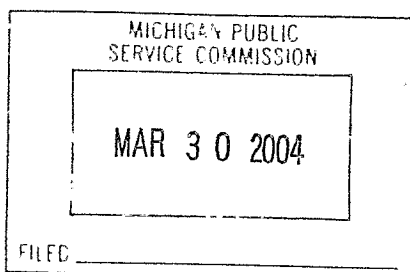
D-1.10 The term "MPSC" or "Commission" means the Michigan Public Service Commission or any successor regulatory authority having jurisdiction.

D-1.11 The term "Pipeline Quality Gas" means non-odorized gas which meets all of the quality specifications, standards and tests as outlined in the FERC Natural Gas Tariff of ANR Pipeline Company.

D-1.12 The term "Service Day" means the Day during which Shipper receives transportation service pursuant to a nomination in accordance with Section II of this Exhibit D.

D-1.13 The term "Service Month" means the Month during which Shipper receives transportation service pursuant to a nomination in accordance with Section II of this Exhibit D.

D-1.14 The term "Tariff" means the Rules, Regulations and Rate Schedules on file with the MPSC as amended from time to time.



CANCELLED  
BY  
ORDER U-6300

REMOVED BY JKB

DATE 05-31-05

Continued on Sheet No. SF-49.09

**FORMS ON FILE WITH THE MICHIGAN PUBLIC  
SERVICE COMMISSION**

**MICHIGAN CONSOLIDATED  
GAS COMPANY**

CANCELLED  
BY ORDER U-6300

**1-2003**

**SECTION II**

**NOMINATIONS, DELIVERIES**

REMOVED BY JKB  
DATE 05-31-05

D-2.1 Shipper shall notify MichCon by means of using MichCon's Electronic Bulletin Board ("EBB") of the quantity of gas that Shipper shall cause to be delivered to MichCon for transportation prior to 2:00 P.M. EST on the Day prior to the Service Day. Such daily volumes may not exceed the applicable Receipt Point or Delivery Point MDQ's as set forth in Exhibits A and B respectively, unless Shipper has received Authorized Overrun Service.

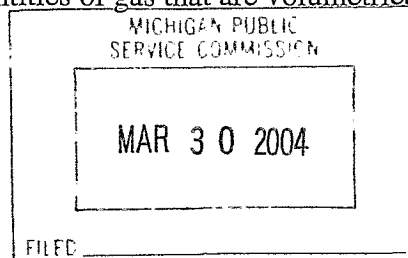
D-2.2 Because of the inability of Shipper and MichCon to maintain precise control over the rates of flow and volumes of gas to be delivered and redelivered hereunder, continuous efforts shall be exercised to maintain the deliveries and redeliveries within a plus or minus variation of 2% of the scheduled delivery and redelivery volumes. However, all gas delivered or redelivered hereunder on each Day shall be delivered at rates as constant as practicable throughout such Day.

**SECTION III**

**DISPOSITION OF GAS**

D-3.1 Because of the inability of MichCon and Shipper to maintain precise control over the rate of flow and volumes of gas to be received and delivered, continuous efforts shall be exercised to maintain the receipts and deliveries in balance. MichCon reserves the right to refuse deliveries at a Receipt Point or to increase or decrease deliveries at a Delivery Point to correct the imbalances. Any action taken by MichCon to correct imbalances shall not be considered a curtailment or interruption of service. MichCon will provide Shipper with 24 hours advance notice before increasing, decreasing or refusing deliveries or redeliveries pursuant to this section.

D-3.2 If upon the termination of this Agreement, Shipper has not caused to be delivered to MichCon at all Receipt Points, quantities of gas that are volumetrically equal to those that



Continued on Sheet No. SF-49.10

**FORMS ON FILE WITH THE MICHIGAN PUBLIC  
SERVICE COMMISSION**

**MICHIGAN CONSOLIDATED  
GAS COMPANY**

1-2003

Shipper has taken at all Delivery Points, plus those quantities retained by MichCon as compensation for use and loss, the term of this Agreement shall be extended for a period of up to 60 days during which time Shipper shall cause the deficient volumes to be delivered to MichCon at a mutually agreeable daily rate. Should Shipper fail to correct this imbalance within the 60 day period, Shipper shall pay MichCon, as liquidated damages, \$10.00 per Mcf plus the currently effective Gas Charge (pursuant to MichCon's Rules, Regulations and Rate Schedules on file with the Commission) for all such deficient volumes.

D-3.3 MichCon shall have the right to commingle gas delivered hereunder with gas owned by MichCon and/or transported by MichCon for others.

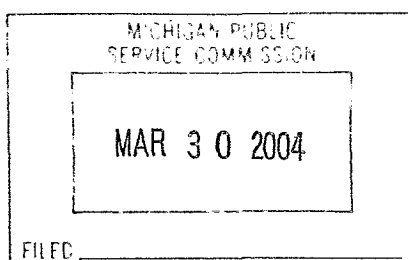
**SECTION IV  
PRIORITY OF SERVICE**

CANCELLED BY ORDER	U-6300
REMOVED BY	JKB
DATE	05-31-05

D-4.1 Firm transportation service will have priority over interruptible transportation service. In the event of insufficient capacity, capacity will be curtailed pursuant to applicable tariff provisions, rules and regulations.

**SECTION V  
POSSESSION AND RESPONSIBILITY**

D-5.1 As between MichCon and Shipper, Shipper shall be deemed in exclusive control and possession of the gas transported hereunder and responsible for any damage or injury caused thereby until it is delivered to MichCon at the Receipt Points and after it is delivered by MichCon at the Delivery Points. MichCon shall be deemed in exclusive control and possession of said gas and responsible for any damage or injury caused thereby after it is delivered by Shipper, or for Shipper's account, at the Receipt Points and before it is redelivered by MichCon at the Delivery Points.



Continued on Sheet No. SF-49.11

FORMS ON FILE WITH THE MICHIGAN PUBLIC  
SERVICE COMMISSIONMICHIGAN CONSOLIDATED  
GAS COMPANY

1-2003

## SECTION VI

DELIVERY PRESSURE

D-6.1 Shipper shall deliver natural gas or cause natural gas to be delivered to MichCon at the Receipt Points at a pressure sufficient for such gas to enter MichCon's system. Shipper shall receive quantities of natural gas, or cause quantities of natural gas to be received by a third party transporter, at the Delivery Points at a pressure sufficient for such gas to leave MichCon's system.

## SECTION VII

MEASUREMENT AND MONITORING

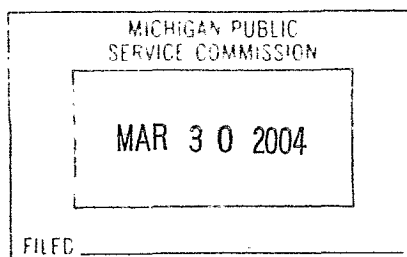
D-7.1 All quantities of gas received at the Receipt Points by MichCon for the account of Shipper shall be measured at the Receipt Points by MichCon or its designee in accordance with, and shall comply with the measurement specifications contained in the Gas Measurement Committee Report #3, Natural Gas Department, American Gas Association, including the Appendix thereto, dated September 1985, and any subsequent amendments thereof. ("Gas Measurement Report #3").

D-7.2 All quantities of gas delivered at the Delivery Points by MichCon to Shipper, or for the account of Shipper, shall be measured at the Delivery Points by MichCon, or its designee, in accordance with and in compliance with the measurement specifications contained in the Gas Measurement Committee Report #3.

CANCELLED  
BY  
ORDER U-6300

REMOVED BY JKB

DATE 05-31-05



Continued on Sheet No. SF-49.12

FORMS ON FILE WITH THE MICHIGAN PUBLIC  
SERVICE COMMISSIONMICHIGAN CONSOLIDATED  
GAS COMPANY

1-2003

## SECTION VIII

QUALITY

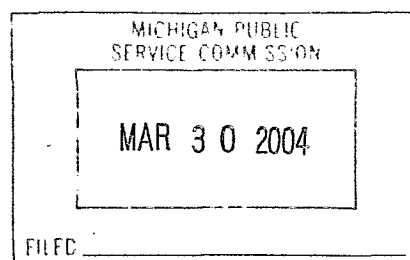
D-8.1 All gas delivered by Shipper at the Receipt Points or redelivered by MichCon at the Delivery Points shall be Pipeline Quality Gas.

D-8.2 In the event the gas delivered by Shipper at any Receipt Points or by MichCon at any Delivery Points fails at any time to be Pipeline Quality Gas, then MichCon or Shipper, as the case may be, shall notify the other of such deficiency and thereupon may, at its option, refuse to accept delivery pending correction. Upon demonstration acceptable to MichCon or Shipper, as the case may be, that the gas being tendered is Pipeline Quality Gas, MichCon or Shipper, as the case may be, shall resume taking delivery of gas.

## SECTION IX

TAXES

D-9.1 Shipper shall pay any taxes, tariffs, and duties however designated, levied, or charged resulting from this Agreement, including, without limitation, all state and local privilege or excise taxes and any amount in lieu of such taxes, tariffs and duties paid or payable by MichCon, exclusive however of taxes based on the net income of MichCon, property taxes, and MichCon's single business taxes. Shipper shall reimburse MichCon for any such taxes, tariffs and duties which are collected and remitted or paid on Shipper's behalf by MichCon because of Shipper's failure to pay.



CANCELLED BY ORDER	U-6300
REMOVED BY	JKB
DATE	05-31-05

Continued on Sheet No. SF-49.13

FORMS ON FILE WITH THE MICHIGAN PUBLIC  
SERVICE COMMISSIONMICHIGAN CONSOLIDATED  
GAS COMPANY

1-2003

## SECTION X

CREDIT WORTHINESS

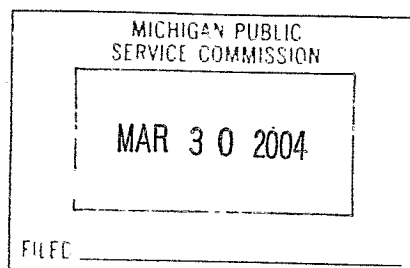
D-10.1 MichCon is not required to commence service or to continue to provide service under this Agreement if Shipper is or has become insolvent, or if Shipper, when requested by MichCon to demonstrate creditworthiness, fails to do so to MichCon's satisfaction; provided, however, that Shipper may receive service if Shipper deposits with MichCon and maintains, on prepaid account, an amount equal to amounts which would be due for three months service at the full Aggregate MDQ, or furnishes, within fifteen days, good and sufficient security, as reasonably determined by MichCon, of a continuing nature and in an amount equal to such amounts which would be due.

## SECTION XI

WARRANTY OF RIGHT TO DELIVER

D-11.1 Shipper warrants that at the time of delivery it will have the right to deliver the gas and that it will indemnify MichCon, defend, and save it harmless from suits, actions, debts, accounts, damages, costs, losses and expenses arising from or out of adverse claims of any and all persons to said gas or to royalties, taxes, license fees or charges thereon to the extent that they arise or attach prior to delivery at the Receipt Points.

D-11.2 MichCon warrants that at the time of delivery it will have the right to deliver the gas and that it will indemnify Shipper, defend, and save it harmless from suits, actions, debts, accounts, damages, costs, losses and expenses arising from or out of adverse claims of any and all persons to said gas or to royalties, taxes, license fees or charges thereon to the extent that they arise or attach prior to redelivery at the Delivery Points.



CANCELLED	
BY	U-6300
ORDER	
REMOVED BY JKB	
DATE	05-31-05

Continued on Sheet No. SF-49.14



FORMS ON FILE WITH THE MICHIGAN PUBLIC  
SERVICE COMMISSION

MICHIGAN CONSOLIDATED  
GAS COMPANY

1-2003

SECTION XII

BILLING AND PAYMENT

D-12.1 On or about the fifteenth Day of each Month, MichCon shall render a statement to Shipper for the service provided during the preceding Month. Shipper shall pay MichCon on or before the payment due date as specified on the statement, the amount billed in that statement. All such payments must be made in the form of immediately available funds directed to a bank account designated by MichCon on its invoice. The payment due date shall not be prior to the twenty-fifth Day of the Month in which the statement is rendered.

D-12.2 The statements rendered pursuant to this Agreement will be denominated in U.S. Dollars (\$U.S.). All payments must be made in \$U.S.

D-12.3 Shipper shall have the right at all reasonable times to examine the books, records and charts of MichCon to the extent necessary to verify the accuracy of any statement, charge or computation made under or pursuant to any provisions of this Agreement.

D-12.4 Should Shipper fail to pay any amount of any statement rendered by MichCon as herein provided when such amount is due, a late payment charge equal to 2% of the amount of the statement, net of taxes, not compounded, shall be added to the statement.

D-12.5 Should Shipper fail to pay any amount of any statement rendered by MichCon as herein provided when such amount is due, MichCon in its sole discretion may, after 2 days prior written notice, terminate this Agreement, or suspend further service to Shipper, under this Agreement or any other agreement until such outstanding payments are made.

D-12.6 If Shipper discovers at any time within twelve Months after the date of any statement rendered by MichCon that it has been overcharged in the amount billed in such statement, and if the overcharge has been paid, and Shipper has made a claim therefore within

<p>CANCELLED BY ORDER <u>U-6300</u></p> <p>REMOVED BY <u>JKB</u></p> <p>DATE <u>05-31-05</u></p>	<p>MICHIGAN PUBLIC SERVICE COMMISSION</p> <div style="border: 1px solid black; padding: 5px; margin: 10px auto; width: 80%;"> <p>MAR 30 2004</p> </div> <p>FILED _____</p>
--	--

Continued on Sheet No. SF-49.15

**FORMS ON FILE WITH THE MICHIGAN PUBLIC  
SERVICE COMMISSION**

**MICHIGAN CONSOLIDATED  
GAS COMPANY**

1-2003

sixty Days from the date of discovery, the overcharge, if verified, must be refunded within thirty Days. If MichCon discovers at any time within twelve Months after the date of any statement rendered by it that there has been an undercharge in the amount billed in such statement, it may submit a statement for the undercharge, and Shipper, upon verifying the same, shall pay such amount within thirty days.

**SECTION XIII**

**NON-WAIVER OF FUTURE DEFAULTS**

D-13.1 No waiver by either party of any one or more defaults by the other in the performance of any provision of this Agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or a different character.

**SECTION XIV**

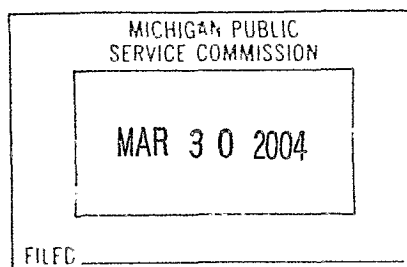
**FORCE MAJEURE**

CANCELLED  
BY  
ORDER U-6300

REMOVED BY JKB

DATE 05-31-05

D-14.1 Neither Shipper nor MichCon shall be liable in damages, or in any other remedy, legal or equitable, to the other for any act, omission or circumstances occasioned by or in consequence of any acts of God, strikes, lockouts, acts of the public enemy, wars, sabotage, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests, and restraints of rulers and peoples, civil disturbances, explosions, breakage or accident to machinery or lines of pipe or the necessity to make repairs, tests, or alteration to machinery or lines of pipe, line freezeups, the inability to make deliveries due to actions taken by third party transporters pursuant to the terms and conditions of the transporter's tariff, the binding order of any court or governmental authority which has been resisted in good faith by all reasonable legal means, or any other cause, whether of the kind herein enumerated, or otherwise, not within the control of the party claiming suspension and which by the exercise of due diligence such party is unable to prevent or overcome. A failure to settle or prevent any



Continued on Sheet No. SF-49.16

**FORMS ON FILE WITH THE MICHIGAN PUBLIC  
SERVICE COMMISSION**

**MICHIGAN CONSOLIDATED  
GAS COMPANY**

1-2003

strike or other controversy with employees or with anyone purporting or seeking to represent employees shall not be considered to be a matter within control of the party claiming suspension.

D-14.2 Such causes or contingencies affecting the performance of this Agreement by either party, however, will not relieve it of liability in the event of its contributing negligence or in the event of its failure to use due diligence to remedy the situation and remove the cause in an adequate and commercially practical manner and with all reasonable dispatch, nor will such causes or contingencies relieve either party from its obligation to make payment of amounts then due hereunder, nor shall such causes or contingencies relieve either party of liability unless such party gives notice and full particulars of the same in writing to the other party as soon as possible after the occurrence relied on.

**SECTION XV**

**LAWS, ORDERS, RULES AND REGULATIONS**

D-15.1 The performance by the parties of their obligations set forth in this Agreement are subject to all valid and applicable laws, orders, rules and regulations of any duly constituted authority having jurisdiction. MichCon may seek authorization from the MPSC, FERC or other appropriate body for such change to any rate(s) and terms set forth in this Agreement or in any applicable tariff or regulation as may be needed to assure MichCon just and reasonable rates. Either party shall have the right to contest the validity of any such charge, and the acquiescence or compliance therewith for any period of time shall not be construed as a waiver of such right.

D-15.2 In the event of a material change in the underlying rules, orders or regulations pursuant to which MichCon provides service in accordance with this Agreement, MichCon may upon 30 days prior written notice to Shipper unilaterally and without liability suspend, discontinue and/or terminate service under this Agreement.

MICHIGAN PUBLIC SERVICE COMMISSION	
MAR 30 2004	
FILED _____	

CANCELLED	
BY	U-6300
ORDER	
REMOVED BY	JKB
DATE	05-31-05

Continued on Sheet No. SF-49.17

**FORMS ON FILE WITH THE MICHIGAN PUBLIC  
SERVICE COMMISSION**

**MICHIGAN CONSOLIDATED  
GAS COMPANY**

1-2003

D-15.3 The transportation of gas by MichCon under this Agreement, when in interstate commerce, is subject to the provisions of Subpart C, Part 284 of the FERC's regulations.

D-15.4 This Agreement is governed by the law of the state of Michigan. It is agreed that any and all litigation related to this Agreement must be brought in Michigan in either a state or federal court having jurisdiction, and each party, for purposes of any such litigation, submits to the exclusive jurisdiction and venue of that court.

**SECTION XVI**

MISCELLANEOUS PROVISION

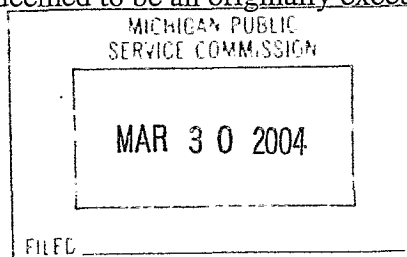
CANCELLED	
BY	U-6300
ORDER	
REMOVED BY JKB	
DATE	05-31-05

D-16.1 Assignment: Neither party may broker, assign, convey or transfer its interests, rights and obligations under this Agreement without the prior written consent of the other party, which may not be unreasonably withheld. Either party may, however, without relieving itself of its obligations, assign any of its rights and obligations hereunder to a corporation with which it is affiliated at the time of such assignment, provided that such assignment does not materially change the duty of the other party, or increase the burden or risk imposed on the other party under this Agreement, or impair the other party's entitlement to performance.

D-16.2 Limit of Liability: Neither party shall be liable to the other party for consequential, incidental, exemplary, punitive, or indirect damages, lost profits or other business interruption damages, arising out of the performance or non-performance of any obligation under this Agreement, by statute, in tort or contract, under any indemnity provision or otherwise.

D-16.3 Successors and Assigns: This Agreement is binding upon and enures to the benefit of the parties hereto and their respective successors and permitted assigns.

D-16.4 Counterparts: This Agreement may be executed in counterparts, including by facsimile, each of which when so executed will be deemed to be an originally executed copy.



Continued on Sheet No. SF-49.18

FORMS ON FILE WITH THE MICHIGAN PUBLIC  
SERVICE COMMISSIONMICHIGAN CONSOLIDATED  
GAS COMPANY

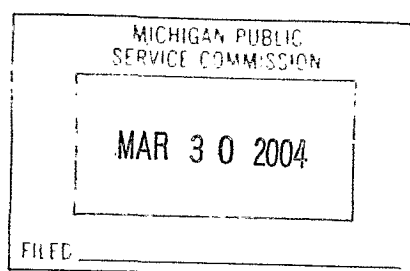
1-2003

D-16.5 Confidentiality: The terms of this Agreement will remain strictly confidential except as required by any government or regulatory body having jurisdiction or unless parties to this Agreement otherwise agree in writing.

D-16.6 Operational Changes: From time to time, Exhibit D may be amended to address operational and administrative changes on MichCon's transportation system by MichCon giving Shipper five business days written notice of the proposed changes. If MichCon has not received written notification of exceptions to the changes by the close of business on the fifth day after notice was given, then Exhibit D will be deemed to be amended to incorporate such changes.

\*\*\* END OF EXHIBIT "D" \*\*\*

CANCELLED BY ORDER	U-6300
REMOVED BY	JKB
DATE	05-31-05



Continued on Sheet No. SF-49.19

FORMS ON FILE WITH THE MICHIGAN PUBLIC  
SERVICE COMMISSIONMICHIGAN CONSOLIDATED  
GAS COMPANY

1-2003

**EXHIBIT "E"****Capacity Release and Assignment of Capacity**Section I  
Capacity Release

CANCELLED	
BY	ORDER _____ U-6300
REMOVED BY _____ JKB	
DATE	_____ 05-31-05

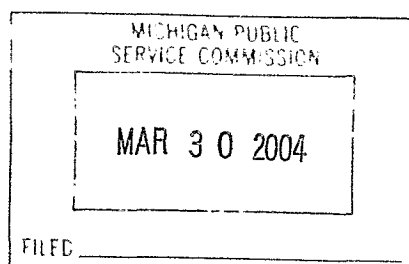
E-1.1 The terms and conditions of this Exhibit "E" will only apply if the Delivery Point(s) set forth in Exhibit "B" are Corunna and/or Dawn. If Corunna is specified as a Delivery Point, then the terms and conditions set forth in paragraphs E-1.2 through E-1.7 of this Exhibit "E" shall only apply.

E-1.2 To accomplish transportation of gas from MichCon's facilities through the ANR Link for delivery into the pipeline facilities of Niagara Gas Transmission Limited at the international boundary under the St. Clair River, MichCon shall release a portion of its daily firm entitlement with ANR subject to the terms and conditions set forth in this Exhibit "E".

E-1.3 The level of daily firm entitlement to be released by MichCon and assigned to Shipper shall be equal to the Delivery Point MDQ set forth in Exhibit "B"; unless Shipper's Delivery Point in Exhibit "B" is Dawn, in which case the level of daily firm entitlement to be released by MichCon and assigned to Shipper shall be equal to the Delivery Point MDQ set forth in Exhibit "B" plus Niagara Gas Transmission Limited's fuel and lost and unaccounted for percentage.

E-1.4 The primary receipt point of the capacity to be released is the interconnection of MichCon's system and ANR at the Columbus Meter Station, known as Columbus.

E-1.5 The primary delivery point of capacity to be release and assigned is the interconnection of ANR with Niagara Gas Transmission Limited at the international boundary under the St. Clair River, known as Corunna.



Continued on Sheet No. SF-49.20

**FORMS ON FILE WITH THE MICHIGAN PUBLIC  
SERVICE COMMISSION**

**MICHIGAN CONSOLIDATED  
GAS COMPANY**

1-2003

E-1.6 Prior to commencement of service provided pursuant to this Agreement, each month, MichCon shall provide ANR with a notice describing the arrangement contained herein, such that ANR can post the notice on ANR's EBB for a Bidding Period consistent with section 21.1 (f) (1) of the ANR Pipeline Company FERC Gas Tariff, Second Revised Volume No. 1, both as an offer by MichCon as a Releasing Shipper to release capacity and as a bid by Shipper as a Pre-Arrangement Replacement Shipper to obtain such capacity. The offer posted by MichCon as a Releasing Shipper and the Pre-Arranged reservation rate to be paid by Shipper shall be \$0.304 Dth per month. If Shipper is not the winning bidder, Shipper will have a Matching Period consistent with section 21.1 (f) (1) of the ANR Pipeline Company FERC Gas Tariff, Second Revised Volume No. 1, in which to match the bid of any winning bidder. If Shipper is the winning bidder or if Shipper matches the bid of the winning bidder, Shipper will enter into a transportation agreement with ANR for the capacity to be released. If Shipper is not the winning bidder then MichCon's obligation to transport gas to the Delivery Points for that month shall be waived.

E-1.7 Each month Shipper will provide to MichCon ANR's billing statement for the capacity released pursuant to this Exhibit "E". MichCon will reimburse Shipper for the entire amount of the bill, exclusive of overrun charges or imbalance penalties which are the sole responsibility of Shipper.

**Section II**

**Assignment of Capacity**

E-2.1 To accomplish transportation of gas through Niagara Gas Transmission Limited's facilities into Dawn, MichCon shall assign to Shipper a portion of its daily firm entitlement on Niagara Pipeline and Tecumseh Pipeline which it holds pursuant to its agreement with Niagara Gas Transmission Limited dated October 28, 1996.

E-2.2 The level of daily firm entitlement to be assigned by MichCon to Shipper shall be the Dawn Delivery Point MDQ.

MICHIGAN PUBLIC SERVICE COMMISSION  <div style="border: 1px solid black; padding: 5px; display: inline-block;">           MAR 30 2004         </div>	CANCELLED BY ORDER <u>U-6300</u>  REMOVED BY <u>JKB</u> DATE <u>05-31-05</u>
FILED _____	

Continued on Sheet No. SF-49.21

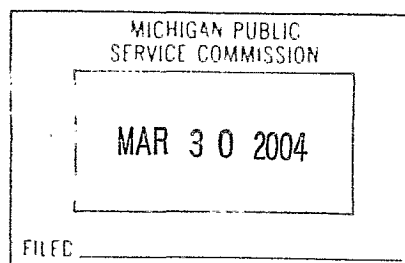
FORMS ON FILE WITH THE MICHIGAN PUBLIC  
SERVICE COMMISSIONMICHIGAN CONSOLIDATED  
GAS COMPANY

1-2003

E-2.3 At Shipper's request, MichCon shall perform nominations on behalf of Shipper in accordance with the General Terms and Conditions of Niagara Gas Transmission Limited's tariff.

\*\*END OF EXHIBIT "E"\*\*

CANCELLED  
BY  
ORDER U-6300  
  
REMOVED BY JKB  
DATE 05-31-05





FORMS ON FILE WITH THE MICHIGAN PUBLIC  
SERVICE COMMISSIONMICHIGAN CONSOLIDATED  
GAS COMPANY

1-2003

F/I GAS STORAGE AGREEMENT

Contract #801XX

This Agreement, made and entered into as of the \_\_\_\_ day of \_\_\_\_, \_\_\_\_, by and between  
\_\_\_\_ ("Customer"), having an office at  
\_\_\_\_, and Michigan Consolidated Gas Company  
("MichCon"), having its principal office at 500 Griswold Street, Detroit, Michigan 48226;

Recitals

Whereas, MichCon owns and operates underground gas storage facilities in the State of  
Michigan; and

Whereas, Customer is in need of a \_\_\_\_\_ storage service for certain quantities of natural gas;  
and

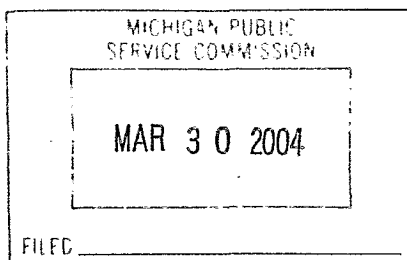
Whereas, MichCon is willing to provide the requested storage service subject to the terms and  
conditions contained in this Agreement;

THEREFORE, Customer and MichCon agree as follows:

CANCELLED BY ORDER	U-6300
REMOVED BY	JKB
DATE	05-31-05

**1. GAS STORAGE SERVICE**

1.1 During the term of this Agreement, MichCon shall provide a \_\_\_\_\_ storage service for  
Customer with an Annual Contract Quantity, Maximum Daily Injection Quantity, Maximum Daily  
Withdrawal Quantity and Maximum Contract Cycled Quantity (all as defined in Exhibit C) as set forth  
below:



Continued on Sheet No. SF-50.01

**FORMS ON FILE WITH THE MICHIGAN PUBLIC  
SERVICE COMMISSION**

**MICHIGAN CONSOLIDATED  
GAS COMPANY**

1-2003

Annual Contract Quantity (ACQ) \_\_\_\_\_ Dth

Maximum Daily Injection Quantity (MDIQ) \_\_\_\_\_ Dth/d

Maximum Daily Withdrawal Quantity (MDWQ) \_\_\_\_\_ Dth/d

Maximum Contract Cycled Quantity (MCCQ) \_\_\_\_\_ Dth  
(equals \_\_\_\_\_ times ACQ)

CANCELLED  
BY \_\_\_\_\_  
ORDER \_\_\_\_\_ U-6300

REMOVED BY \_\_\_\_\_ JKB

DATE \_\_\_\_\_ 05-31-05

1.2 Customer may deliver gas to MichCon for injection into storage during the period from April 1 through October 31, and may request that MichCon withdraw gas from storage, on any Day during the period from November 1 through March 31.

1.3 MichCon, in its discretion, may allow Customer to deliver gas for storage in excess of the MDIQ, and to request withdrawals from storage in excess of the MDWQ. However, at no time may Customer withdraw gas in excess of its storage balance.

1.4 Notwithstanding Section 1.1, and unless MichCon agrees otherwise, Customer is not entitled to withdraw the MDWQ during the Months of February and March unless it retains at least 20% of ACQ in storage during that Month (the "Minimum Balance"). If it retains less than the Minimum Balance during the Month of February or March, the MDWQ shall be reduced for the remainder of the Month of February or March as follows:

Available MDWQ

<20% - >15% of ACQ \_\_\_\_\_ Dth/d

<15% - >10% of ACQ \_\_\_\_\_ Dth/d

<10% - >5% of ACQ \_\_\_\_\_ Dth/d

<5% - >0% of ACQ \_\_\_\_\_ Dth/d

MICHIGAN PUBLIC  
SERVICE COMMISSION

MAR 30 2004

1.5 Nominations with regard to gas to be delivered for injection and requests for gas to be withdrawn from storage shall be made as provided in Section C-2.1 of Exhibit C.

Continued on Sheet No. SF-50.02

**FORMS ON FILE WITH THE MICHIGAN PUBLIC  
SERVICE COMMISSION**

**MICHIGAN CONSOLIDATED  
GAS COMPANY**

1-2003

**2. DELIVERY AND REDELIVERY**

2.1 All gas delivered by Customer to MichCon for storage shall be delivered at those points on MichCon's pipeline system listed on Exhibit A (the "Receipt Points").

2.2 All gas withdrawn by MichCon from storage shall be delivered to Customer at those points on MichCon's pipeline system listed on Exhibit B (the "Delivery Points").

2.3 Customer shall be responsible for making all arrangements for, and paying for, the transportation of gas to the Receipt Points and from the Delivery Points.

2.4 MichCon shall be responsible for making all arrangements for, and paying for, the transportation of gas from the Receipt Points and to the Delivery Points.

2.5 The MDQ for each Receipt Point and Delivery Point is set forth in Exhibits A and B respectively.

CANCELLED BY ORDER	U-6300
REMOVED BY	JKB
DATE	05-31-05

**3. TERM**

3.1 This Agreement shall commence on \_\_\_\_\_ and terminate on \_\_\_\_\_.

**4. STORAGE SERVICE CHARGE**

4.1 Each Month starting \_\_\_\_\_ and ending \_\_\_\_\_, Customer shall pay MichCon for the storage service provided under this Agreement a monthly demand charge of \_\_\_\_\_. The customer shall also pay a \$300 per month administrative charge.

4.2 If Customer cycles volumes in excess of its MCCQ, Customer shall pay MichCon an additional \_\_\_\_\_ per Dth for the excess volumes withdrawn.

MICHIGAN PUBLIC SERVICE COMMISSION  <b>MAR 30 2004</b>
FILED _____ Continued on Sheet No. SF-50.03

FORMS ON FILE WITH THE MICHIGAN PUBLIC  
SERVICE COMMISSIONMICHIGAN CONSOLIDATED  
GAS COMPANY

1-2003

4.3 MichCon shall retain 0.9% of all volumes nominated for injection as compensation for its compressor fuel usage.

**5. NOTICE**

5.1 Any notice, request, demand, statement or payment provided for in this Agreement shall be sent to the parties at the following addresses:

Customer:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attn: \_\_\_\_\_

MichCon:

Payments: As directed on the invoice

All other: Michigan Consolidated Gas Company  
500 Griswold Street, 26th Floor  
Detroit, Michigan 48226  
Attn: Director, Gas Supply & Midstream Services

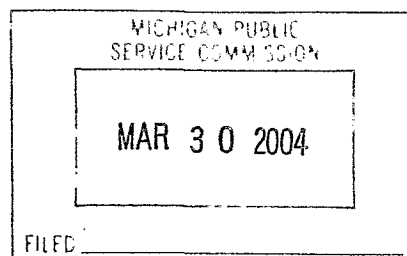
CANCELLED  
BY  
ORDER U-6300

REMOVED BY JKB  
DATE 05-31-05

5.2 Either party may change its address under this Agreement by notice to the other party. Unless otherwise provided, all notices given by one party to the other shall be sent by registered mail, overnight courier, or by telecopy and shall be effective upon receipt. However, routine communications, including monthly invoices, shall be considered as duly delivered when mailed by either registered, overnight or ordinary mail.

**6. CONTRACT DOCUMENTS**

6.1 This Agreement includes the following exhibits which are made a part of the Agreement:



Continued on Sheet No. SF-50.04

FORMS ON FILE WITH THE MICHIGAN PUBLIC  
SERVICE COMMISSIONMICHIGAN CONSOLIDATED  
GAS COMPANY

1-2003

EXHIBIT A - Receipt Points

EXHIBIT B - Delivery Points

EXHIBIT C - General Terms and Conditions

This Agreement constitutes the entire agreement between MichCon and Customer concerning the subject matter hereof. Any prior understandings, representations, promises, undertakings, agreements or inducements, whether written or oral, concerning the subject matter hereof not contained herein shall have no force and effect. This Agreement may be modified or amended only by a writing duly executed by both parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed, as of the day and year first above written.

MICHIGAN CONSOLIDATED GAS COMPANY

By \_\_\_\_\_

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

\_\_\_\_\_

By \_\_\_\_\_

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

CANCELLED  
BY  
ORDER \_\_\_\_\_ U-6300REMOVED BY \_\_\_\_\_ JKB  
DATE \_\_\_\_\_ 05-31-05MICHIGAN PUBLIC  
SERVICE COMMISSION

MAR 30 2004

FILED \_\_\_\_\_

Continued on Sheet No. SF-50.05

FORMS ON FILE WITH THE MICHIGAN PUBLIC  
SERVICE COMMISSIONMICHIGAN CONSOLIDATED  
GAS COMPANY

1-2003

EXHIBIT "A"  
Receipt Point(s)Facility NameReceipt Point MDQ

Aggregate:

CANCELLED  
BY  
ORDER U-6300REMOVED BY JKBDATE 05-31-05MICHIGAN PUBLIC  
SERVICE COMMISSION

MAR 30 2004

FILED

Continued on Sheet No. SF-50.06

FORMS ON FILE WITH THE MICHIGAN PUBLIC  
SERVICE COMMISSIONMICHIGAN CONSOLIDATED  
GAS COMPANY

1-2003

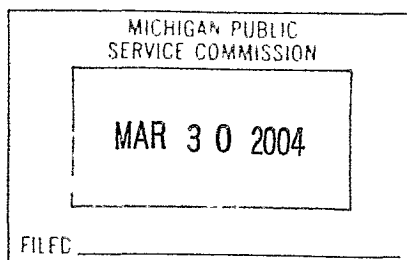
EXHIBIT "B"  
Delivery Point(s)Facility NameDelivery Point MDQ

Aggregate:

CANCELLED  
BY  
ORDER U-6300

REMOVED BY JKB

DATE 05-31-05



Continued on Sheet No. SF-50.07

FORMS ON FILE WITH THE MICHIGAN PUBLIC  
SERVICE COMMISSION

MICHIGAN CONSOLIDATED  
GAS COMPANY

1-2003

EXHIBIT "C"  
General Terms and Conditions

SECTION I  
DEFINITIONS

C-1.1 The term "Annual Contract Quantity" or "ACQ" means the maximum volume of natural gas that MichCon is obligated to store and that Customer is entitled to have stored.

C-1.2 The term "Day" means a period of twenty-four (24) consecutive hours commencing at 12:00 P.M. Eastern Standard Time.

C-1.3 The term "Dekatherm" or "Dth" means the quantity of heat energy which is equivalent to 1,000,000 British thermal units.

C-1.4 The term "Maximum Contract Cycle Quantity" or "MCCQ" is the maximum volume that can be withdrawn within either a) the term of this Agreement as defined in Section 3.1, or b) the period April 1 through March 31, whichever period is shorter.

C-1.5 The term "Maximum Daily Injection Quantity" or "MDIQ" is the maximum amount of gas that MichCon is required to receive for injection in a Day.

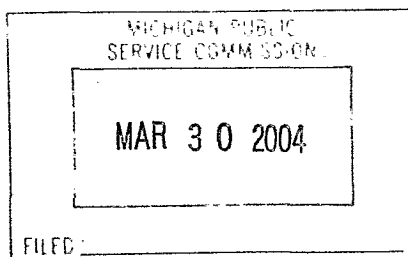
C-1.6 The term "Maximum Daily Quantity" or "MDQ" is the maximum volumes of gas that can be delivered to either the Receipt Point or Delivery Point.

C-1.7 The term "Maximum Daily Withdrawal Quantity" or "MDWQ" is the maximum amount of gas that MichCon is required to withdraw from storage in a Day.

C-1.8 The term "Month" means the period beginning at 12:00 P.M. Eastern Standard Time, on the first day of a calendar month and ending at 12:00 P.M. Eastern Standard Time on the first day of the following calendar month.

C-1.9 The term "MPSC" or "Commission" means the Michigan Public Service Commission or any successor regulatory authority having jurisdiction.

SECTION II  
NOMINATIONS, DELIVERIES



CANCELLED  
BY  
ORDER U-6300

REMOVED BY JKB

DATE 05-31-05

Continued on Sheet No. SF-50.08



**FORMS ON FILE WITH THE MICHIGAN PUBLIC  
SERVICE COMMISSION**

**MICHIGAN CONSOLIDATED  
GAS COMPANY**

1-2003

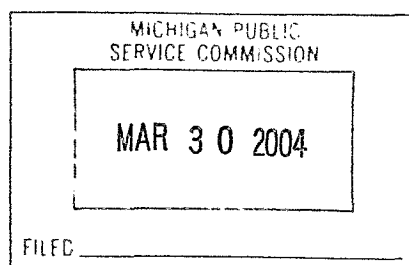
C-2.1 Customer shall notify MichCon by means of using MichCon's Electronic Bulletin Board ("EBB") of the quantity of gas that Customer shall cause to be delivered to MichCon for injection or wishes to have redelivered from storage prior to 2:00 P.M. EST on the Day prior to the Service Day. Such daily volumes may not exceed the applicable Receipt Point or Delivery Point MDQs set forth in Exhibit A and B respectively, and the MDIQ or MDWQ.

C-2.2 Because of the inability of Customer and MichCon to maintain precise control over the rates of flow and volumes of gas to be delivered and redelivered hereunder, continuous efforts shall be exercised to maintain the deliveries and redeliveries within a plus or minus variation of 2% of the scheduled delivery and redelivery volumes. However, all gas delivered or redelivered hereunder on each Day shall be delivered at rates as constant as practicable throughout such Day.

**SECTION III  
DISPOSITION OF GAS**

C-3.1 Customer shall request the withdrawal of all of its gas in storage for delivery to the Delivery Points on or before the last Day of the term of this Agreement. If, upon the termination of this Agreement, Customer has not requested the withdrawal of all of its gas in storage, then the Customer's remaining volumes shall be deemed sold to MichCon at a rate of MichCon City Gate Index, as published in *Gas Daily*, less \$0.50 per MMBtu. Payment for the remaining volumes shall appear as a credit on the last statement rendered by MichCon to Customer. To the extent that the credit exceeds the total charges in that statement, the difference shall be paid by MichCon to Customer.

**SECTION IV  
POSSESSION AND RESPONSIBILITY**



CANCELLED BY ORDER	U-6300
REMOVED BY	JKB
DATE	05-31-05

Continued on Sheet No. SF-50.09

**FORMS ON FILE WITH THE MICHIGAN PUBLIC  
SERVICE COMMISSION**

**MICHIGAN CONSOLIDATED  
GAS COMPANY**

1-2003

C-4.1 As between MichCon and Customer, Customer shall be deemed to be in exclusive control and possession of the gas stored hereunder and responsible for any damage or injury caused thereby until it is delivered to MichCon at the Receipt Points and after it is delivered by MichCon at the Delivery Points. MichCon shall be deemed in exclusive control and possession of said gas and responsible for any damage or injury caused thereby after it is delivered by Customer, or for Customer's account, at the Receipt Points and before it is delivered by MichCon at the Delivery Points.

**SECTION V  
DELIVERY PRESSURE**

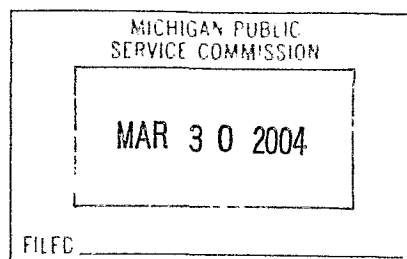
CANCELLED	
BY ORDER	U-6300
REMOVED BY	JKB
DATE	05-31-05

C-5.1 Customer shall deliver natural gas or cause natural gas to be delivered to MichCon at the Receipt Points at a pressure sufficient for such gas to enter MichCon's system. Customer shall receive natural gas, or cause natural gas to be received by a third party transporter, at the Delivery Points at a pressure sufficient for such gas to leave MichCon's system.

**SECTION VI  
MEASUREMENT AND MONITORING**

C-6.1 All quantities of gas received at the Receipt Points by MichCon for the account of Customer shall be measured at the Receipt Points by MichCon or its designee in accordance with, and shall comply with the measurement specifications contained in the Gas Measurement Committee Report #3, Natural Gas Department, American Gas Association, including the Appendix thereto, dated September 1985, and any subsequent amendments thereof. ("Gas Measurement Report #3").

C-6.2 All quantities of gas delivered at the Delivery Points by MichCon to Customer, or for the account of Customer, shall be measured at the Delivery Points by MichCon, or its designee,



Continued on Sheet No. SF-50.10

**FORMS ON FILE WITH THE MICHIGAN PUBLIC  
SERVICE COMMISSION**

**MICHIGAN CONSOLIDATED  
GAS COMPANY**

1-2003

in accordance with and in compliance with the measurement specifications contained in the Gas Measurement Committee Report #3.

**SECTION VII  
QUALITY**

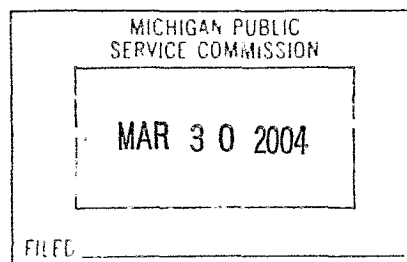
CANCELLED BY ORDER	U-6300
REMOVED BY	JKB
DATE	05-31-05

C-7.1 All gas delivered by Customer at the Receipt Points or redelivered by MichCon at the Delivery Points:

a) Shall have a total heating value of not less than nine hundred fifty (950) British thermal units per cubic foot, and not more than one thousand one hundred (1,100) British thermal units per cubic foot.

b) Shall be commercially free (at prevailing pressure and temperature) from objectionable odors, dust, or other solid or liquid matters which might interfere with its merchantability or cause injury to or interference with proper operation of the lines, regulators, meters or other appliances through which it flows, and shall not contain an amount of moisture at any time exceeding that corresponding to saturation at the temperature and pressure of the gas in the pipeline at a point approximately fifty (50) feet in advance of the meter inlet headers at the places of delivery and the water shall not be present in liquid phase;

c) Shall contain less than one (1) grain of hydrogen sulphide per hundred (100) cubic feet of gas volume when tested in accordance with the following procedure: a strip of white filter paper previously moistened with fresh 5% lead acetate solution shall be exposed to the gas for one and one-half (1-1/2) minutes in a previously purged apparatus through which the test gas is flowing at a rate of approximately five (5) cubic feet per hour; the gas shall not directly impinge upon the test strip during the test. At the end of the stated time the test paper thus exposed shall be compared with a second test strip similarly prepared but not exposed to the test gas. If the exposed test strip is not noticeably darker than the comparison strip the gas under test shall be considered acceptable. If



Continued on Sheet No. SF-50.11

**FORMS ON FILE WITH THE MICHIGAN PUBLIC  
SERVICE COMMISSION**

**MICHIGAN CONSOLIDATED  
GAS COMPANY**

1-2003

the exposed strip is definitely darker than the comparison strip the gas shall be tested quantitatively for hydrogen sulphide by the Tutweiler or other acceptable method;

d) Shall not contain more than twenty (20) grains of total sulphur per hundred (100) cubic feet of gas volume as determined by methods to be mutually agreed upon;

e) Shall not contain more than one percent (1%) of oxygen by volume;

f) Shall not contain as nearly as practicable any free water nor contain more than five (5) pounds of water vapor per million cubic feet of gas;

g) Shall not contain more than two percent (2%) by volume of carbon dioxide;

h) Shall not contain more than three percent (3%) by volume of nitrogen.

C-7.2 In the event the gas delivered by Customer at the Receipt Points or by MichCon at the Delivery Points fails at any time to conform to any of the specifications set forth in Section C-7.1 above, then MichCon or Customer, as the case may be, shall notify the other of such deficiency and thereupon may, at its option, refuse to accept delivery pending correction. Upon demonstration acceptable to MichCon or Customer, as the case may be, that the gas being tendered for delivery conforms to all of the specifications outlined in Section C-7.1 above, MichCon or Customer, as the case may be, shall resume taking delivery of gas.

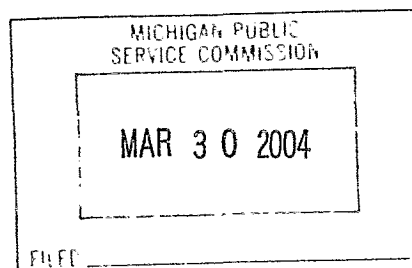
**SECTION VIII**

**WARRANTY OF RIGHT TO DELIVER**

CANCELLED BY ORDER	U-6300
REMOVED BY	JKB
DATE	05-31-05

C-8.1 Customer warrants that at the time of delivery it will have the right to deliver the gas and that it will indemnify MichCon, defend, and save it harmless from suits, actions, debts, accounts, damages, costs, losses and expenses arising from or out of adverse claims of any and all persons to said gas or to royalties, taxes, license fees or charges thereon to the extent that they arise or attach prior to delivery at the Receipt Points.

C-8.2 MichCon warrants that at the time of delivery it will have the right to deliver the gas and that it will indemnify Customer, defend, and save it harmless from suits, actions, debts,



Continued on Sheet No. SF-50.12

**FORMS ON FILE WITH THE MICHIGAN PUBLIC  
SERVICE COMMISSION**

**MICHIGAN CONSOLIDATED  
GAS COMPANY**

1-2003

accounts, damages, costs, losses and expenses arising from or out of adverse claims of any and all persons to said gas or to royalties, taxes, license fees or charges thereon to the extent that they arise or attach prior to redelivery at the Delivery Points.

**SECTION IX  
BILLING AND PAYMENT**

CANCELLED	
BY	U-6300
ORDER	
REMOVED BY	JKB
DATE	05-31-05

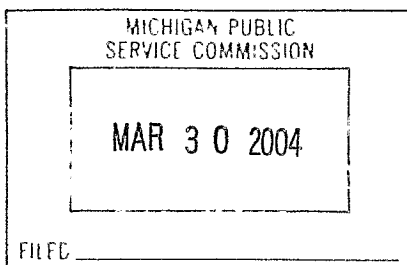
C-9.1 On or about the twelfth Day of each Month, MichCon shall render a statement to Customer for the service provided during the preceding Month. Customer shall pay MichCon on or before the 10th Day after the statement is mailed, the amount billed in that statement. All such payments must be made in the form of immediately available funds directed to a bank account designated by MichCon on its invoice.

C-9.2 The statements rendered pursuant to this Agreement will be denominated in U.S. Dollars (\$U.S.). All payments must be made in \$U.S.

C-9.3 Customer shall have the right at all reasonable times to examine the books, records and charts of MichCon to the extent necessary to verify the accuracy of any statement, charge or computation made under or pursuant to any provisions of this Agreement.

C-9.4 Should Customer fail to pay any amount of any statement rendered by MichCon as herein provided when such amount is due, a late payment charge equal to 2% of the amount of the statement, net of taxes, not compounded, shall be added to the statement.

C-9.5 Should Customer fail to pay any amount of any statement rendered by MichCon as herein provided when such amount is due, MichCon in its sole discretion may, after 10 days prior written notice, terminate this Agreement, or suspend further service to Shipper, or both.



Continued on Sheet No. SF-50.13

FORMS ON FILE WITH THE MICHIGAN PUBLIC  
SERVICE COMMISSIONMICHIGAN CONSOLIDATED  
GAS COMPANY

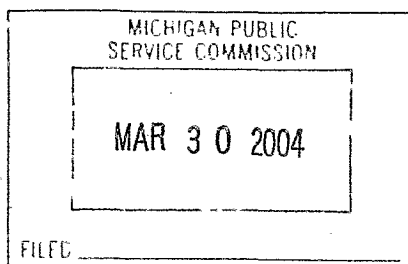
1-2003

C-9.6 If Customer discovers at any time within twelve Months after the date of any statement rendered by MichCon that it has been overcharged in the amount billed in such statement, and if the overcharge has been paid, and Customer has made a claim therefor within 60 Days from the date of discovery, the overcharge, if verified, shall be refunded within 30 Days. If MichCon discovers at any time within twelve Months after the date of any statement rendered by it that there has been an undercharge in the amount billed in such statement, it may submit a statement for the undercharge, and Customer, upon verifying the same, shall pay such amount within 30 days.

CANCELLED  
BY  
ORDER U-6300

REMOVED BY JKB

DATE 05-31-05



Continued on Sheet No. SF-50.14

**FORMS ON FILE WITH THE MICHIGAN PUBLIC  
SERVICE COMMISSION**

**MICHIGAN CONSOLIDATED  
GAS COMPANY**

1-2003

**SECTION X**

**NON-WAIVER OF FUTURE DEFAULTS**

C-10.1 No waiver by either party of any one or more defaults by the other in the performance of any provision of this Agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or a different character.

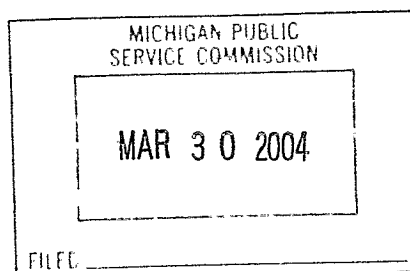
CANCELLED	
BY	U-6300
ORDER	
REMOVED BY JKB	
DATE	05-31-05

**SECTION XI**

**FORCE MAJEURE**

C-11.1 Neither Customer nor MichCon shall be liable in damages, or in any other remedy, legal or equitable, to the other for any act, omission or circumstances occasioned by or in consequence of any acts of God, strikes, lockouts, acts of the public enemy, wars, sabotage, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests, and restraints of rulers and peoples, civil disturbances, explosions, breakage or accident to machinery or lines of pipe or the necessity to make repairs, tests, or alteration to machinery or lines of pipe, line freezeups, the binding order of any court or governmental authority which has been resisted in good faith by all reasonable legal means, or any other cause, whether of the kind herein enumerated, or otherwise, not within the control of the party claiming suspension and which by the exercise of due diligence such party is unable to prevent or overcome. A failure to settle or prevent any strike or other controversy with employees or with anyone purporting or seeking to represent employees shall not be considered to be a matter within control of the party claiming suspension.

C-11.2 Such causes or contingencies affecting the performance of this Agreement by either party, however, will not relieve it of liability in the event of its contributing negligence or in the event of its failure to use due diligence to remedy the situation and remove the cause in an adequate and commercially practical manner and with all reasonable dispatch, nor will such causes or



Continued on Sheet No. SF-50.15

FORMS ON FILE WITH THE MICHIGAN PUBLIC  
SERVICE COMMISSION

MICHIGAN CONSOLIDATED  
GAS COMPANY

1-2003

contingencies relieve either party from its obligation to make payment of amounts then due hereunder, nor shall such causes or contingencies relieve either party of liability unless such party gives notice and full particulars of the same in writing to the other party as soon as possible after the occurrence relied on.

SECTION XII

LAWS, ORDERS, RULES AND REGULATIONS

C-12.1 The performance by the parties of their obligations set forth in this Agreement are subject to all valid and applicable laws, orders, rules and regulations of any duly constituted authority having jurisdiction.

C-12.2 The storage service provided under this Agreement will be rendered by MichCon pursuant to authority granted by the Michigan Public Service Commission ("MPSC"), or pursuant to MichCon's blanket certificate issued by the Federal Energy Regulatory Commission ("FERC") in Docket Number CP80-340, and interstate transactions will be subject to the provisions of 18 CFR Part 284, Subpart C and Section 284.224.

C-12.3 Section 284.224 of the FERC's regulations authorizes MichCon to abandon the storage service provided for pursuant to this Agreement upon the expiration of the term of this Agreement, and Customer consents to the abandonment.

C-12.4 This Agreement is governed by the law of the state of Michigan. It is agreed that any and all litigation related to this Agreement must be brought in Detroit, Michigan in either a state or federal court having jurisdiction, and each party, for purposes of any such litigation, submits to the exclusive jurisdiction and venue of that court.

SECTION XIII

CREDIT WORTHINESS

MICHIGAN PUBLIC SERVICE COMMISSION
MAR 30 2004
FILED _____

CANCELLED BY ORDER _____	U-6300
REMOVED BY _____	JKB
DATE _____	05-31-05

Continued on Sheet No. SF-50.16



FORMS ON FILE WITH THE MICHIGAN PUBLIC  
SERVICE COMMISSIONMICHIGAN CONSOLIDATED  
GAS COMPANY

1-2003

C-13.1 MichCon is not required to commence service or to continue to provide service under this Agreement if Customer is or has become insolvent, or if Customer, when requested by MichCon to demonstrate creditworthiness fails to do so to MichCon's satisfaction; provided, however, that Customer may receive service if it deposits with MichCon and maintains, on prepaid account, an amount equal to three Month's full demand charge, or furnishes, within fifteen days of request, good and sufficient security of a continuing nature, as reasonably determined by MichCon.

SECTION XIV  
MISCELLANEOUS PROVISIONS

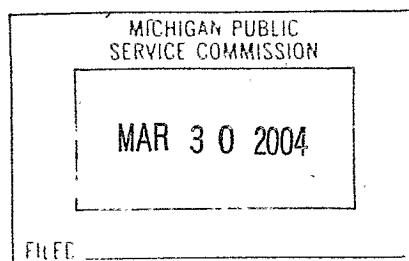
CANCELLED  
BY  
ORDER U-6300  
  
REMOVED BY JKB  
DATE 05-31-05

C-14.1 Assignment: Any company that shall succeed by purchase, merger or consolidation to either party is entitled to the rights and is subject to the obligations of its predecessor in title under this Agreement. Without relieving itself of its obligations hereunder, either party may assign any portion or all of its rights (including, in the case of Customer, its right to have gas stored) and obligations under this Agreement to a third party.

C-14.2 Headings: The headings used throughout this Agreement are inserted for convenience of reference only and are not to be considered or taken into account in construing the terms or provisions hereof nor are they to be deemed in any way to qualify, modify or explain the effect of any such provisions or terms.

C-14.3 Successors and Assigns: This Agreement is binding upon and enures to the benefit of the parties hereto and their respective successors and permitted assigns.

C-14.4 Counterparts: This Agreement maybe executed in counterparts, each of which when so executed will be deemed to be an originally executed copy.



Continued on Sheet No. SF-50.17

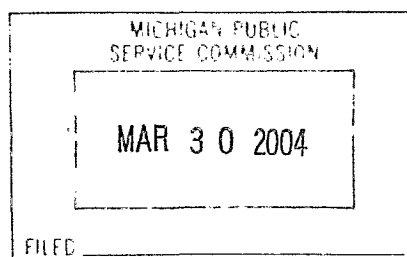
FORMS ON FILE WITH THE MICHIGAN PUBLIC  
SERVICE COMMISSIONMICHIGAN CONSOLIDATED  
GAS COMPANY

1-2003

C-14.5 The terms of this Agreement will remain strictly confidential until three years after its termination except as required by any government or regulatory body having jurisdiction or unless the parties to this Agreement otherwise agree in writing.

C-14.6 MichCon shall suffer no liability or penalty for its failure or inability to provide any requested service that is discretionary under the terms of this Agreement.

CANCELLED  
BY  
ORDER U-6300  
  
REMOVED BY JKB  
DATE 05-31-05



**FORMS ON FILE WITH THE MICHIGAN PUBLIC  
SERVICE COMMISSION**

**MICHIGAN CONSOLIDATED  
GAS COMPANY**

4-2002

## 6. POINTS OF RECEIPT

Interconnect Name "ConQuest™ Map Name"	Map or Pool Map Number	County	Summer *	Winter *
MichCon / ANR "Detroit A"	9004	Mecosta	Primary	Secondary
MichCon / ANR "Willow Run"	9038 or 9307	Washtenaw	Secondary	Primary
MichCon / Consumers Energy "Northville"	9023	Wayne	Secondary	Primary
MichCon / Consumers Energy "West Branch – Sag Bay"	9125	Ogemaw	Primary	Secondary
MichCon / GLGT "Belle River"	9002 or 9301	St. Clair	Primary	Secondary
MichCon / MichCon Gathering Co. "Kalkaska MCGC"	9078 or 9302	Kalkaska	Primary	Secondary
MichCon / MichCon Gathering Co. "Kalkaska – Sag Bay"	9126	Kalkaska	Primary	Secondary
MichCon / MichCon Gathering Co. "Shell Plant Outlet"	9032 or 9304	Kalkaska	Primary	Secondary
MichCon / Panhandle Eastern "River Rouge"	9028 or 9303	Wayne	Secondary	Primary
MichCon / St. Clair Pipeline (Union) "St. Clair"	9035	St. Clair	Primary	Secondary
MichCon / Vector Pipeline "Vector – Belle River"	9136 or 9308	St. Clair	Primary	Secondary
MichCon / Vector Pipeline "Vector – Milford Junction"	9137 or 9309	Oakland	Secondary	Primary
MichCon / Washington 10 Corp. "Washington 10"	9140	Macomb	Primary	Secondary
MichCon / Washington 28 "Washington 28"	9093	Macomb	Primary	Secondary

\* "Primary Receipt Point" refers to a Receipt Point where firm deliveries will be received.

"Secondary Receipt Point" refers to a Receipt Point where interruptible deliveries will be received.

## 7. OTHER

---

---

---

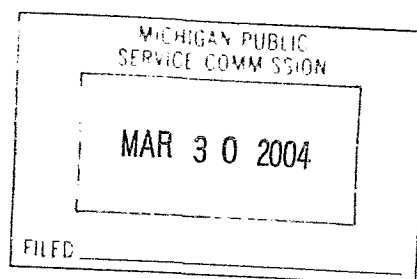
---

---

---

---

---



CANCELLED	
BY	U-6300
ORDER	
REMOVED BY	RL
DATE	03-09-05

# UNMETERED GAS LIGHT AGREEMENT

9-2005

**AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, between MICHIGAN CONSOLIDATED GAS COMPANY ("MichCon"), having its principal address at 2000 Second Avenue, Detroit, Michigan 48226, and \_\_\_\_\_, having an office at \_\_\_\_\_, Michigan.

## **Background**

MichCon is selling gas to and/or transporting gas on behalf of Customer for delivery to Customer's premises located at \_\_\_\_\_. Customer desires to install natural gas light(s), at Customer's expense, for ornamental illumination without meter measurement.

**THEREFORE**, in consideration of the mutual promises contained herein, the parties agree as follows:

## **Agreement**

**1.** Customer shall supply and install, at its expense, natural gas light(s). All work shall be performed according to all federal, state, and local laws, ordinances, codes and regulations, industry standards and according to manufacturer's guidelines. MichCon shall install a service line from the main to the base of the Gas Light and Customer shall pay MichCon \$\_\_\_\_\_ within thirty (30) days of completion of such installation.

**2.** Each gas light shall have an easily identifiable, unobstructed alpha, numeric or alpha numeric identification clearly visible on said gas light(s) as listed in Attachment 1.

**3.** Natural gas shall be furnished at a regulated pressure of four to seven inches water column and Customer shall be billed according to the applicable Billing Practices of MichCon's Tariff which shall be calculated based upon each gas light's Btu input rating multiplied by 24 hours per day multiplied by 30.4 days per month, illustrated as follows:

$$\frac{\text{BTU input rating} \times 24 \text{ hours/day} \times 30.4 \text{ days/month}}{100,000}$$

**4.** Billing of gas use shall commence at the time MichCon, or its authorized agent, completes the connection of MichCon facilities to Customer's equipment. Where multiple gas lights are installed, billing shall commence at the time each individual gas light is connected by MichCon, or its authorized agent, to MichCon distribution facilities.

**5.** Customer is responsible for servicing and maintaining said gas light(s). At no time, as a result of this Agreement, is MichCon responsible for maintaining, servicing, replacing or repairing Customer's gas light(s).

**6.** Customer shall pay any assessments, surcharges, taxes and tariffs, however designated, levied, or charged resulting from this Agreement, including, without limitation, all state and local privilege or excise taxes and any amount in lieu of such taxes, tariffs and duties paid by MichCon (all collectively referred to as "Taxes and Assessments"), exclusive however of taxes based on the net income of MichCon, property taxes, and MichCon's single business taxes. Customer shall reimburse MichCon for any Taxes and Assessments which are collected and remitted or paid on Customer's behalf by MichCon because of Customer's failure to pay.

**7.** Customer grants to MichCon, its agents and employees, a license for the ingress to and egress from Customer's premises at all reasonable hours for the purpose of installing facilities, conducting inspections, and performing maintenance work on service lines, regulators and or other MichCon facilities on said gas light(s).

<p>Michigan Public Service Commission</p> <p><b>October 28, 2005</b></p> <p>Filed _____</p>
---

<p>CANCELLED BY _____ ORDER _____ U-6300</p> <p>REMOVED BY _____ RL</p> <p>DATE _____ 11-15-05</p>
--

8. This Agreement is subject to MichCon's applicable policies, procedures, rules and regulations. MichCon reserves the right to modify its existing facilities and to remove and/or replace said facilities if deemed necessary by MichCon.

9. The initial term of this Agreement is a period of five (5) years from the date of execution. Thereafter, this Agreement will continue month-to-month until terminated by either party giving the other 30 days written notice to disconnect said gas light(s). Disconnection of said gas light(s) from MichCon facilities must be performed by MichCon or its authorized agent. Billing for natural gas use will continue until said gas light(s) has been permanently disconnected by MichCon or its authorized agent. Customer shall reimburse MichCon for all costs associated with disconnection of the gas light(s).

10. This Agreement and Attachment 1 constitute the entire understanding between the parties with respect to Unmetered Gas Lights and supersede any prior representation, negotiations, understandings or agreements, either oral or written, made or entered into by the parties. No modification, alteration or amendment of this Agreement shall be binding upon the parties unless in writing and executed by a duly authorized representative of the party to be bound.

11. This Agreement shall be governed by the rules and regulations of MichCon's Tariff, as revised from time to time by the Michigan Public Service Commission, including the Section F General Terms and Conditions, Section C Rules and Regulations for Residential Customers and Section D Rules and Regulations for Non-Residential Customers.

The parties have caused this Agreement to be executed by the authorized representatives of the parties whose signatures are set forth below:

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

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

TYPED NAME and TITLE

TYPED NAME and TITLE

Michigan Consolidated Gas Co.

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

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

CANCELLED  
BY  
ORDER \_\_\_\_\_ U-6300  
  
REMOVED BY \_\_\_\_\_ RL  
DATE \_\_\_\_\_ 11-15-05

Michigan Public Service  
Commission

October 28, 2005

Filed \_\_\_\_\_

Attachment 1

9-2005

## UNMETERED GAS LIGHT AGREEMENT

Gas Light Identification Number

BTU Input Rating

CANCELLED  
BY  
ORDER U-6300  
  
REMOVED BY RL  
DATE 11-15-05

Michigan Public Service  
Commission

October 28, 2005

Filed \_\_\_\_\_

CANCELLED BY  
ORDER \_\_\_\_\_

REMOVED BY \_\_\_\_\_

DATE \_\_\_\_\_

MICHIGAN CONSOLIDATED GAS COMPANY

## AUTHORIZATION TO CONTINUE GAS SERVICE

The undersigned hereby represents that he is the owner of the Premises described on the reverse side of this instrument (the Premises); that the Premises are occupied by tenants of the undersigned; and that gas service is presently being rendered to the Premises in the name and to the account of such tenants. The undersigned further represents that such Premises are heated by gas and that he is desirous of continuing gas service thereto for the protection of the property in the event that tenants shall for any reason request discontinuance of gas service at any time during one of the following periods. (Please check one of the boxes):

☐ Yearly      ☐ From November 1 of each year to March 31 of the following year.

The undersigned therefore requests MICHIGAN CONSOLIDATED GAS COMPANY (the "COMPANY") to continue gas service to the Premises, upon the following terms and conditions, in the event tenants shall for any reason request discontinuance of gas service during the period above specified:

1. Upon the receipt by COMPANY of a request by a tenant to discontinue gas service to the Premises, COMPANY shall nevertheless continue such service to and for the account of the undersigned and shall make a reasonable effort, during the succeeding three-day period, to advise the undersigned of the discontinuance request by the tenant and the continuance of gas service. If the undersigned cannot be contacted within said three-day period, or contact is made and continued gas service is authorized, the COMPANY shall continue gas service in the name and to the account of the undersigned and shall direct a letter to the undersigned advising of such action. If contact is made with the undersigned during said three-day period and continued gas service is not authorized, the COMPANY will discontinue gas service to the Premises within forty-eight (48) hours thereafter.

2. The undersigned agrees to pay COMPANY, pursuant to the rules and rates established, for all gas supplied the Premises from the date any tenant requests a discontinuance, and to be responsible for all gas supplied to the Premises until forty-eight (48) hours after receipt by COMPANY of (a) oral notice from the undersigned to discontinue gas service to the Premises given within the three-day period specified in paragraph 1 hereof, or (b) written notice from the undersigned to discontinue gas service to the Premises given after said three-day period.

The undersigned further agrees and understands that any delinquent account (a bill rendered for gas service which remains unpaid 5 days after the due date of the bill), active or inactive, in the name of the undersigned for any other address, shall make the terms of this agreement inoperative and unenforceable. In such case, this agreement shall remain inoperative and unenforceable until the undersigned pays the delinquent amount or enters a payment plan that is agreeable to the Company.

3. The undersigned hereby expressly acknowledges that the authorization herein granted to the COMPANY to continue gas service to the Premises is made solely to accommodate the undersigned and that COMPANY shall not in any manner be liable for any damages sustained as a result of its failure, for any reason, to continue such gas service in the manner provided for herein. The undersigned further hereby acknowledges that the COMPANY shall be under no obligation to continue the arrangement requested by the undersigned as set forth in paragraph 1 hereof, and that COMPANY may at any time discontinue the same by giving the undersigned written notice of such election, delivered not less than forty-eight (48) hours prior to the effective date thereof.

4. The authority herein granted to the COMPANY may be revoked at any time by giving the COMPANY written notice of such cancellation, delivered not less than forty-eight (48) hours prior to the effective date thereof; provided that such notice of cancellation shall also constitute written notice to the COMPANY pursuant to paragraph 2 hereof to discontinue any gas service then being rendered to the account of the undersigned under this Authorization; and provided further such cancellation shall not relieve the undersigned from any obligation incurred hereunder prior to the effective date of cancellation.

PLEASE FILL OUT REVERSE SIDE

**AUTHORIZED GAS SUPPLIER AGREEMENT  
PART I**

Date of Agreement: \_\_\_\_\_

\_\_\_\_\_  
(Supplier)

\_\_\_\_\_  
(Legal Entity)

MICHIGAN CONSOLIDATED GAS COMPANY  
a Michigan corporation  
2000 Second Avenue  
Detroit, Michigan 48226

\_\_\_\_\_  
(Street Address)

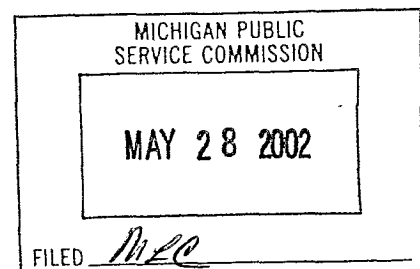
\_\_\_\_\_  
(City, State & Zip Code)

(Herein called "Company")

(Herein called "Supplier")

In consideration of the mutual commitments contained herein, including the agreement to participate in Gas Customer Choice Program ("GCC Program"), Company and Supplier agree as follows:

1. This Agreement shall be effective on the date stated above and shall continue in effect until March 31, 20\_\_, unless extended by written agreement of the parties or unless terminated by Company as provided in Part II hereof. Supplier can solicit eligible customers to participate in the GCC Program on a continuous basis for the duration of the Program.
2. Company will provide the Supplier gas delivery service for Supplier's customers and other services in accordance with the terms of this Agreement. This Agreement consists of this PART I and PART II, Terms & Conditions of Authorized Gas Supplier Agreement, and attachments listed therein, incorporated by reference.
3. Supplier is responsible for determining Supplier's need for pipeline capacity and obtaining such capacity in whatever manner and from whatever source Supplier deems appropriate. Supplier shall cause to be delivered to the Company gas in accordance with the scheduled daily volumes as set forth in the applicable Gas Rate Schedule.
4. This Agreement will be governed by and construed in accordance with the laws of the State of Michigan.
5. Neither party shall assign this Agreement without the prior written consent of the other party. Any attempted assignment without such written consent shall be void and shall not release the assigning party from any of its obligations under this Agreement. Nothing herein contained shall prevent or restrict either party from pledging, granting a security interest in, or assigning as collateral all or any portion of such party's interest in this Agreement to secure any debt or obligation of such party under any mortgage, deed of trust, security agreement or similar instrument.
6. Supplier shall provide Company with one of the following: a cash deposit, irrevocable letter of credit from a financial institution, surety bond or parental guarantee, as set forth in the applicable Gas Rate Schedule.
7. If Supplier adds customers after the customers' usage for the May billing cycle has begun for a program year, the monthly remittance to Supplier for gas supplied to those customers will be adjusted by a "Supply Equalization Charge" as set forth in the applicable Gas Rate Schedule for the remainder of the program year.





8. The Supplier agrees to pay Company the monthly fees set forth in the applicable Gas Rate Schedule.

SUPPLIER ACKNOWLEDGES THAT (i) IT HAS RECEIVED AND READ PART I AND PART II OF THIS AGREEMENT AND ALL OF THE ATTACHMENTS AND (ii) THAT IT HAS COMPLETED THE REGISTRATION PROCESS WITH THE MICHIGAN PUBLIC SERVICE COMMISSION.

MICHIGAN CONSOLIDATED GAS COMPANY

\_\_\_\_\_  
(SUPPLIER)

BY: \_\_\_\_\_

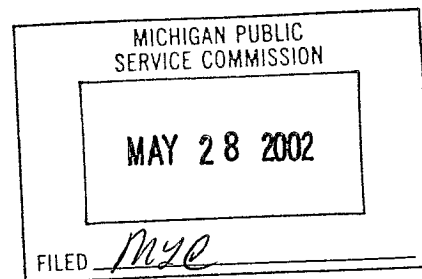
BY: \_\_\_\_\_

\_\_\_\_\_  
(Print or Type Name)

\_\_\_\_\_  
(Print or Type Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)



## AUTHORIZED GAS SUPPLIER AGREEMENT PART II TERMS AND CONDITIONS

### 1. GENERAL

Applicable gas service rate tariff sheets and provisions of Michigan Consolidated Gas Company's Rules, Regulations and Rate Schedules for Gas Service (Gas Rate Schedule), including but not limited to Gas Customer Choice Rate CC, and Rules G1 through G5 are incorporated herein by reference. The following are attached hereto: Gas Customer Choice Rate CC, and Rules G1 through G5. If any amendments to, supplements of, additions to, or replacements for the Gas Rate Schedule including, but not limited to, the portions attached to this Agreement, are filed with and approved by the Michigan Public Service Commission or any successor body, they shall become a part of this Agreement to the extent applicable to the subject matter of this Agreement.

### 2. NOTICES

All notices and payments covered by this Agreement shall be addressed to Company at the applicable address stated below:

For Payments:

Michigan Consolidated Gas Company  
Addressed in accordance with  
Dept.  
instructions set forth on the invoice  
Detroit, Michigan 48226  
Fax Number: (313) 256-5890

All Other Notices:

Michigan Consolidated Gas Company  
Attention: Manager, Gas Transportation Services  
500 Griswold Street

All notices, payments and invoices covered by this Agreement shall be addressed to Supplier at the applicable address stated below:

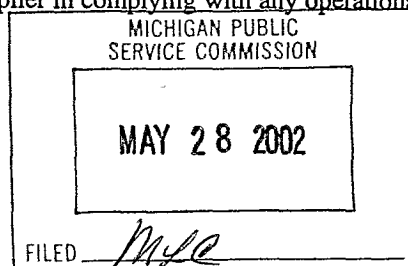
Payments/Invoices:

All Other Notices:

The address of either party may be changed by the addressee giving at least thirty (30) days' written notice to the other party.

### 3. QUALITY AND USE OF GAS/OPERATIONAL FLOW ORDERS/INDEMNIFICATION

Supplier represents and warrants that the gas supplied hereunder shall meet the requirements of Rule B1.8, Gas Quality, of the applicable Gas Rate Schedule. Supplier represents and warrants that the gas it supplies hereunder is for the use of its customers. Supplier further agrees to comply with all operational flow orders issued by Company. Furthermore, to the extent, if any, that Company's reliance on the foregoing representations, warranties and agreements subjects it to any actions, suits or proceedings brought before or instituted by any authority having jurisdiction, or results in any damage to its system or its customers, Supplier shall indemnify and hold Company harmless against all losses, costs and expenses resulting from or on account of said unauthorized use and/or failure to deliver gas meeting the specified requirements and/or failure to comply with operational flow orders. Supplier agrees that Company shall not be liable for any costs, expenses or damages of any nature that may be incurred by Supplier in complying with any operational flow order.

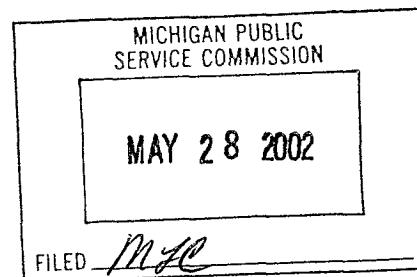


4. GOOD FAITH/INDEMNIFICATION

The Supplier agrees to abide by the Terms and Conditions of the GCC Program and to act in good faith with respect to all aspects of the GCC Program, including all communications with the customers of Company. Failure to follow the Terms and Conditions of the GCC Program including but not limited to failure to (i) provide any required cash deposit, irrevocable letter of credit, surety bond, parental guarantee, or (ii) pay any fees or charges within 15 days of the date of billing, or (iii) to exercise good faith with respect to the GCC Program will result in the Supplier having its Authorized Supplier status suspended and/or terminated and, subject to Rule B3, Controlled Service, of the applicable Gas Rate Schedule, its customers shall become sales rate customers of Company. Supplier shall indemnify and hold Company harmless from and against all losses, costs and expenses resulting from or on account of any failure by Supplier to act in good faith with regard to participation in the GCC Program. Further, if Supplier fails to comply with any of the Terms and Conditions of the GCC Program and such failure causes the Company's average cost of gas to serve retail customers to increase, Supplier shall be liable for and shall indemnify and hold Company harmless against all such costs.

5. TERMINATION

In the event the GCC Program is terminated for any reason, Company will give 30 days' notice to Supplier and the price of gas supplied by Supplier under this Agreement and the price of gas delivered to Supplier's customers will be reconciled in the manner set forth in Rule G1.M of the attached Gas Rate Schedule. This Agreement shall automatically terminate if Supplier has not enrolled any customers within 12 months of the date of this Agreement. The indemnity and hold harmless requirements set forth above in Sections 3 and 4 shall survive termination of this Agreement.



6. POINTS OF RECEIPT

Interconnect Name "ConQuest™ Map Name"	Map or Pool Map Number	County	Summer *	Winter *
MichCon / ANR "Detroit A"	9004	Mecosta	Primary	Secondary
MichCon / ANR "Willow Run"	99038 or 9307	Washtenaw	Secondary	Primary
MichCon / Consumers Energy "Northville"	9023	Wayne	Secondary	Primary
MichCon / Consumers Energy "West Branch – Sag Bay"	9125	Ogemaw	Primary	Secondary
MichCon / GLGT "Belle River"	9002 or 9301	St. Clair	Primary	Secondary
MichCon / MichCon Gathering Co. "Kalkaska MCGC"	9078 or 9302	Kalkaska	Primary	Secondary
MichCon / MichCon Gathering Co. "Kalkaska – Sag Bay"	9126	Kalkaska	Primary	Secondary
MichCon / MichCon Gathering Co. "Shell Plant Outlet"	9032 or 9304	Kalkaska	Primary	Secondary
MichCon / Panhandle Eastern "River Rouge"	9028 or 9303	Wayne	Secondary	Primary
MichCon / St. Clair Pipeline (Union) "St. Clair"	9035	St. Clair	Primary	Secondary
MichCon / Vector Pipeline "Vector – Belle River"	9136 or 9308	St. Clair	Primary	Secondary
MichCon / Vector Pipeline "Vector – Milford Junction"	9137	Oakland	Secondary	Primary
MichCon / Washington 10 Corp. "Washington 10"	9140	Macomb	Primary	Secondary
MichCon / Washington 28 "Washington 28"	9093	Macomb	Primary	Secondary

\* "Primary Receipt Point" refers to a Receipt Point where firm deliveries will be received.  
 "Secondary Receipt Point" refers to a Receipt Point where interruptible deliveries will be received.

7. OTHER

---

---

---

---

---

---

---

---

---

---

