

FORMS ON FILE WITH THE MICHIGAN PUBLIC SERVICE COMMISSION

MICHIGAN CONSOLIDATED GAS COMPANY

5-2005



Contract Type: ATSA

Contract No. _____

MASTER ACCOUNT AGGREGATED TRANSPORTATION SERVICE AGREEMENT

This Gas Transportation Agreement ("Agreement"), is entered into and between Michigan Consolidated Gas Company ("MichCon") and _____ ("Customer").

SECTION 1- PARTIES:

<p>MichCon: Michigan Consolidated Gas Company 2000 Second Avenue, Suite 1600 Detroit, MI 48226</p> <p>Notices: Director, Gas Supply & Marketing Services</p> <p>Phone: (313) 235-1007</p> <p>Fax: (313) 235-1065</p>	<p>Customer:</p> <p>Notices:</p> <p>Phone:</p> <p>Fax:</p>
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SECTION 2- GENERAL PROVISIONS:

1. All transportation services will be provided under the terms and conditions set forth herein and in MichCon's Tariff, including but not limited to Section D3.3 and Section F, and the Gas Transportation Agreement(s) in effect between Customer and MichCon.
2. This Agreement is effective _____, and terminates when the Gas Transportation Agreement covering service to the Master Account, as defined in MichCon's Tariff, expires or is otherwise terminated.
3. Customer's Aggregated Annual Contract Quantity ("Aggregated ACQ") shall be _____ MMBtu.
4. Customer's Aggregated Maximum Daily Quantity ("Aggregated MDQ") shall be _____ MMBtu.
5. The terms and conditions contained in the Gas Transportation Agreement(s) covering service to Accounts on Rate Schedule ST, LT, or, XLT shall control over the terms and conditions contained in the Gas Transportation Agreement covering service to the Master Account. The terms and conditions contained in the Gas Transportation Agreement covering service to the Master Account shall be controlling for all non-transportation Subsidiary Accounts.
6. "Aggregated Annual Contract Quantity" or "Aggregated ACQ" is the combined total of the Master account Annual Contract Quantity and the Subsidiary Accounts annual quantities. The Aggregated Annual Contract Quantity will be used for those purposes specified in MichCon's Tariff and at any time during the term of this Agreement, the Aggregated Annual Contract Quantity may be adjusted according to Section F of MichCon's Tariff.

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7. "Aggregated Maximum Daily Quantity" or "Aggregated MDO" is the combined total of the Master Account Maximum Daily Quantity and the Subsidiary Accounts maximum daily quantity. The Aggregated Maximum Daily Quantity will be used for those purposes specified in MichCon's Tariff and at any time during the term of this Agreement, the Aggregated Maximum Daily Quantity may be adjusted according to Section F of MichCon's Tariff.

8. Allocation Process.

- (a) Subsidiary Account(s) taking transportation service under Rate Schedules ST, LT or XLT ("Transportation Subsidiary Account(s)") will be aggregated with the Master Account via an allocation method.
- (b) Under the allocation method, MichCon will create a separate account for billing and related storage and balancing services for each Transportation Subsidiary Account. Such services will be per the terms of the respective Gas Transportation Agreement of each Transportation Subsidiary Account.
- (c) Nominations will be pursuant to MichCon's Tariff.
- (d) Each Month, MichCon will allocate gas delivered to MichCon for the account of Customer to each individual transportation subsidiary account based on the pro rata usage for each of Customer's accounts for the Month. In any Month, MichCon may change the allocation of Customer's gas between the Master Account and Transportation Subsidiary Account(s) to ensure Customer is held harmless from penalties or additional charges that would not have otherwise been assessed to Customer if the Master and Transportation Subsidiary Account (s) were treated as one account for storage and balancing services.

9. Any terms not defined herein shall have the meaning set forth in the General Terms and Conditions under the Gas Transportation Agreement covering service to the Master Facility and MichCon's Tariff.

SECTION 3- WARRANTY OF CONTIGUOUS FACILITIES

1. Customer represents and warrants that it has a majority ownership interest in the real property, business or facility identified in Schedule A, attached hereto, and seeks to aggregate its natural gas accounts with MichCon for such locations.

2. Upon request by MichCon, Customer shall provide, in a timely manner, original or photocopies of appropriate ownership documents as proof of majority ownership in the real property, business, or facility related to the aggregated accounts identified in the attached Schedule A, including, but are not limited to:

- a) Warranty Deed for real property showing customer as owner;
- b) Valid lease of facility, space, or structure showing customer as lessee;
- c) Partnership agreement showing ownership percentages that show customer is the majority owner; and
- d) Affidavit from corporation verifying corporate ownership of business, real property or facilities.

3. Customer acknowledges MichCon's right to deny aggregation of the listed accounts if: 1) Customer fails to provide, upon MichCon's request, documentation that demonstrates Customer's majority ownership interest in the listed accounts; or 2) the proffered ownership documents, in MichCon's opinion, are not sufficiently reliable to justify aggregation of the proposed accounts.

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SECTION 4-RECEIPT POINT(S):

MichCon shall receive gas from Customer at the receipt points posted on MichCon's Electronic Bulletin Board, as amended by MichCon from time to time.

SECTION 5- DELIVERY POINT(S):

Customer's Master Account Name:
Located at:

Transportation Rate Schedule:

Customer's Subsidiary Accounts as identified in Attachment A.

SECTION 6- SIGNATURES:

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

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ATTACHMENT A – Subsidiary Account List
for [Customer Name]

Account Name/Number Address Meter Number Rate^{*}

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* Rate can be A, 2A, AS, S, GS-1, GS-2, ST, LT and/or XLT.

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General Services Agreement



MichCon

#

This General Services Agreement dated _____, is entered into between Michigan Consolidated Gas Company ("MichCon") and _____ ("Customer").

<p>MichCon: Michigan Consolidated Gas Company 2000 Second Avenue, Suite 1600 Detroit, MI 48226</p> <p>Attention:</p> <p>Phone:</p> <p>Fax:</p>	<p>Customer:</p> <p>Attention:</p> <p>Phone:</p> <p>Fax:</p>
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General Terms and Conditions:

1. Subject to available capacity, MichCon agrees to provide gas transportation and/or storage services to Customer in accordance with the Agreement, which consists of this General Services Agreement and, if intrastate services are provided, Exhibit A and the rules and regulations of MichCon's Tariff, including the General Terms and Conditions contained in Section F respectively, as revised from time to time by the Michigan Public Service Commission ("MPSC"), or, if interstate services are provided, Exhibit B and MichCon's Operating Statement filed with the Federal Energy Regulatory Commission ("FERC"), as revised from time to time by FERC.
2. This General Services Agreement is the base contract for any gas transportation and/or storage service(s) that MichCon may provide to Customer. Any intrastate or interstate services shall be confirmed with a document, in the form attached hereto as Exhibit A and/or Exhibit B respectively, which shall state the terms of the transaction. The entire agreement between the parties shall consist of this General Services Agreement and any executed Exhibit(s) A and/or B together with MichCon's Tariff and Operating Statement (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.
3. Customer shall pay any taxes, duties or other related fees 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 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 and duties which are collected and remitted or paid on Customer's behalf by MichCon because of Customer's failure to pay.

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4. This Agreement shall be effective from _____ and terminates on _____. Thereafter, the term of this Agreement shall automatically extend for successive periods of one month, unless terminated by either party upon 30 days prior written notice to the other party or as otherwise agreed in writing by the parties. However, if Customer provides notice for termination of this Agreement, such termination shall not be effective until all outstanding services terminate and, if applicable, Customer's Balancing Account equals zero.
5. MichCon, in its sole discretion, may amend or modify the nominating procedures or system at any time.
6. If the FERC or MPSC issues a decision that raises the possibility that the services provided under this Agreement violate any laws, orders or regulations, MichCon may, at its discretion and upon five days prior written notice to Customer, unilaterally terminate this Agreement. MichCon shall not be liable to Customer for any damages or losses Customer might suffer due to suspension, discontinuance or termination of the services pursuant to this Agreement.
7. During the duration of this Agreement, the term "Dth" maybe used synonymous with the term "MMBtu."

Agreed to and Accepted this day of, 200 :	MichCon:	By: _____ Title : _____
	Customer:	By: _____ Title: _____

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Intrastate Services Transaction Exhibit A

#

Level of Service:

- Firm
- Interruptible

Service:

- Transportation
 - Alpena
 - Loan
- Balancing
- Exchange
- Storage

<p>MichCon: Michigan Consolidated Gas Company 2000 Second Avenue, Suite 1600 Detroit, MI 48226</p> <p>Attention:</p> <p>Phone:</p> <p>Fax:</p>	<p>Customer:</p> <p>Attention:</p> <p>Phone:</p> <p>Fax:</p>
<ol style="list-style-type: none"> 1. The gas transportation or storage service ("Service") provided hereunder is governed by the General Services Agreement # dated between MichCon and Customer. MichCon agrees to provide and Customer agrees to pay for such Service. 2. This Exhibit, the General Services Agreement and MichCon's Tariff, (together referred to as the "Agreement") are the entire agreement between the parties 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. The Agreement may be modified or amended only by writing duly executed by both parties. 3. The term for the Service provided under this Exhibit shall be effective on and terminate on . 	

EXCHANGE SERVICE (if applicable):

<ol style="list-style-type: none"> 1. Exchange Service is defined as a contemporaneous exchange of gas at an international point. If Exchange Service is provided under this Agreement, secondary delivery points on ("Pipeline") are subject to the terms and conditions of the Pipeline's filed tariff. Exchange Service will be discontinued upon first cuts by the Pipeline. 2. On any day of the Exchange Service, should Customer deliver to MichCon a volume that does not equal Customer's receipt volume, MichCon shall have the right to impose a penalty equal to MichCon's Tariff Rate Schedule CS-I, and cancel the remaining term of the Agreement.

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RECEIPT POINT(S):

Receipt Points:	Interconnect Company	Interconnect Name	MDQ
Receipt Provisions:	Customer may deliver gas to MichCon, up to the MDQ, on any day during _____ through _____. Aggregate volume delivered at the Receipt Point(s) may not exceed _____ MMBtu per day.		

DELIVERY POINT(S):

Delivery Points:	Interconnect Company	Interconnect Name	MDQ
Delivery Provisions:	Customer may receive gas from MichCon, up to the MDQ, on any day during _____ through _____. Aggregate volume delivered at the Delivery Point(s) may not exceed _____ MMBtu per day.		

CHARGES:

Transportation Charge:	Demand Charge:
	Commodity Charge:
Storage Charge:	Demand Charge:
	Commodity Charge:
Gas-In-Kind:	Per MichCon's Tariff.
Penalty:	Per MichCon's Tariff.

ADDITIONAL PROVISIONS:

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Agreed to and Accepted this day of _____, 2005:	MichCon:	By: _____
		Title: _____
	Customer:	By: _____
		Title: _____

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CAPACITY RELEASE/ASSIGNMENT (if applicable):

The filed tariffs of ANR Pipeline Company ("ANR") and Niagara Gas Transmission Limited shall also govern the transaction and, in the event of a conflict between the tariffs, the tariff of the pipeline transporting the gas at the time an event occurs shall provide the applicable terms and conditions for the gas.

Capacity Release – ANR Link

1. Deliveries to Corunna shall be accomplished via ANR. Deliveries to Dawn shall be accomplished via ANR and Niagara Gas Transmission Limited facilities which interconnect at the international boundary under the St. Clair River and continue on to Dawn.
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 this Agreement.
3. 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. The primary delivery point of capacity to be released and assigned is the interconnection of ANR with Niagara Gas Transmission Limited at the international boundary under the St. Clair River, known as Corunna.
4. 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 Electronic Bulletin Board for a Bidding Period consistent with the ANR FERC Gas Tariff ("ANR Tariff"), both as an offer by MichCon as a Releasing Shipper to release capacity and as a bid by Customer as a Pre-Arrangement Replacement Shipper to obtain such capacity. If Customer is not the winning bidder, Customer will have a Matching Period consistent with the ANR Tariff in which to match the bid of any winning bidder. If Customer is the winning bidder or if Customer matches the bid of the winning bidder, Customer will enter into a transportation agreement with ANR for the capacity to be released. If Customer is not the winning bidder then MichCon's obligation to transport gas to the Delivery Points for that month shall be waived.
5. Customer shall be responsible for any invoice received from ANR for released capacity on Link.

Assignment of Capacity- Niagara Gas Transmission

1. To accomplish transportation of gas through Niagara Gas Transmission Limited's facilities into Dawn, MichCon shall assign to Customer 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.
2. The level of daily firm entitlement to be assigned by MichCon to Customer shall be from the Corunna Receipt Point to the Dawn Delivery Point.
3. At Customer's request, MichCon shall perform nominations on behalf of Customer in accordance with the General Terms and Conditions of Niagara Gas Transmission Limited's tariff.

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RECEIPT POINT(S):

Receipt Points:	Interconnect Company	Interconnect Name	MDQ
Receipt Provisions:	Customer may deliver gas to MichCon, up to the MDQ, on any day during through . Aggregate volume delivered at the Receipt Point(s) may not exceed MMBtu per day.		

DELIVERY POINT(S):

Delivery Points:	Interconnect Company	Interconnect Name	MDQ
Delivery Provisions:	Customer may receive gas from MichCon, up to the MDQ, on any day during through . Aggregate volume delivered at the Delivery Point(s) may not exceed MMBtu per day.		

CHARGES:

Transportation Charge:	Demand Charge: Commodity Charge:
Fuel:	Per MichCon's Tariff.
Penalty:	Per the Imbalance Section of MichCon's Tariff.

ADDITIONAL PROVISIONS:

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Agreed to and Accepted this day of, 200 :	MichCon:	By: _____
		Title: _____
	Customer:	By: _____
		Title: _____

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Intrastate Interruptible Balancing Services Transaction Exhibit A

#

Level of Service: Interruptible
Service: Balancing

<p>MichCon: Michigan Consolidated Gas Company 2000 Second Avenue, Suite 1600 Detroit, MI 48226</p> <p>Attention:</p> <p>Phone:</p> <p>Fax:</p>	<p>Customer:</p> <p>Attention:</p> <p>Phone:</p> <p>Fax:</p>
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1. The interruptible gas balancing service ("Service") provided hereunder is governed by the General Services Agreement # dated between Michigan Consolidated Gas Company ("MichCon") and Customer. MichCon agrees to provide and Customer agrees to pay for such Service.
2. This Exhibit, the General Services Agreement and MichCon's Tariff, (together referred to as the "Agreement") are the entire agreement between the parties 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. The Agreement may be modified or amended only by writing duly executed by both parties.
3. The term for the Service provided under this Exhibit shall be effective on and terminate on . Thereafter, the term for this Service shall automatically extend for successive periods of one month, unless terminated by either party upon 30 days prior written notice to the other party or as otherwise agreed in writing by the parties.

BALANCING SERVICE:

1. "Balancing Service" shall mean either an interruptible Park Service or an interruptible Loan Service and shall be defined as the quantity of gas held or owed respectively by MichCon on behalf of Customer in the Balancing Account.
2. "Balancing Account" shall mean the gas balance held by MichCon for Customer or owed by Customer to MichCon under this Agreement and shall equal the quantity of gas received by MichCon for Customer's account minus the quantity of gas delivered to Customer by MichCon at that point of delivery.
3. "Park Service" shall mean when Customer's Balancing Account is a positive number, MichCon shall be deemed to be providing a Park Service.
4. "Loan Service" shall mean when Customer's Balancing Account is a negative number, MichCon shall be deemed to be providing a Loan Service.
5. The Balancing Service provided under this Agreement shall be on an interruptible basis. MichCon may, at its discretion, interrupt the Balancing Service at any time without notice to Customer.
6. On any specified day, MichCon shall either (1) receive a quantity of gas from Customer and credit Customer's Balancing Account such quantity of gas as Customer nominates or (2) deliver a quantity of gas to Customer and debit Customer's Balancing Account such quantity of gas as Customer nominates.

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7. The Park Service is authorized for a "Park Period" of up to thirty (30) days, provided that regardless of when Customer commences the Park Service, from August 15 through December 15 of each year, the Park Service will be authorized for a Parking Period of up to five (5) days. Customer shall ensure that Customer's Balance Account is reduced to zero (0) at least once every thirty (30) days between December 16 and August 14 and at least once every five (5) days between August 15 and December 15 of each year. If during any Park Period Customer's Balance account is reduced to a negative number, the time period for Customer's Loan Period shall begin to accrue on the date Customer's Balance Account crosses zero (0).
8. The Loan Service is authorized for a "Loan Period" of up to thirty (30) days, provided that regardless of when Customer commences the Loan Service, from December 15 through April 30 of each year, the Loan Service will only be authorized for a Loan Period of up to five (5) days. Customer shall ensure that Customer's Balance Account is increased to zero (0) at least once every thirty (30) days between May 1 and December 14, and at least once every five (5) days between December 15 and April 30 of each year. If during any Loan Period Customer's Balance account is increased to a positive number, the time period for Customer's Park Period shall begin to accrue on the date Customer's Balance Account crosses zero.
9. If Customer fails to comply with the requirements of obtaining a zero (0) balance as stated in paragraphs 7 and 8, then MichCon shall automatically extend the Park Service or Loan Service from the day that such Balancing Account should have been made to zero (0) for an "Extension Period," which shall equal the authorized Parking Period or Loan Period as defined in paragraphs 7 and 8, at rates set out on MichCon's Electronic Bulletin Board ("EBB"), plus a Penalty, if charged, pursuant to paragraph 11 and not to exceed MichCon's Tariff Rate Schedule CS-I.
10. During any Extension Period where a zero (0) balance is required every five (5) days, Customer shall use due diligence to either take delivery of the Park Service gas quantities from MichCon or return the Loan Service gas quantities to MichCon promptly.
11. During any five (5) day Extension Period, MichCon may, in its discretion, apply the Penalty stated in MichCon's Tariff Rate Schedule CS-I for any Park or Loan imbalance upon forty-eight (48) hours verbal notice to Customer (to be confirmed in writing). Customer shall pay the Penalty rate multiplied by the total quantity in Customer's Balancing Account as of the date each Extension Period begins.
12. All gas quantities shall be received by Customer at the Willow MMBtu point. All gas quantities delivered by Customer shall be at MichCon Generic (subject to availability) as posted on EBB less any fuel held for loss and use per MichCon's Tariff.
13. Customer may not terminate this Balancing Service until its account equals zero.

RECEIPT POINT(S):

	Interconnect Company	Interconnect Name	MDQ
Receipt Points:			
Receipt Provisions:	Customer may deliver gas to MichCon, up to the MDQ, on any day during _____ through _____ . Aggregate volume delivered at the Receipt Point(s) may not exceed MMBtu per day.		

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DELIVERY POINT(S):

	Interconnect Company	Interconnect Name	MDQ
Delivery Points:			
Delivery Provisions:	Customer may receive gas from MichCon, up to the MDQ, on any day during _____ through _____. Aggregate volume delivered at the Delivery Point(s) may not exceed _____ MMBtu per day.		

CHARGES:

Park:	When nominations for service occur, Customer shall be billed at the rate posted on MichCon's EBB which shall not exceed MichCon's Tariff Rate Schedule CS-I. Any Extension Period billing will be calculated using the gas balance on the first day of each Extension Period.
Loan:	When nominations for service occur, Customer shall be billed at the rate posted on MichCon's EBB. Any Extension Period billing will be calculated using the gas balance on the first day of each Extension Period.
Gas-In-Kind:	Per MichCon's Tariff.
Penalty:	Per MichCon's Tariff.

ADDITIONAL PROVISIONS:

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Agreed to and Accepted this day of _____, 2005 :	MichCon:	By: _____ Title: _____
	Customer:	By: _____ Title: _____

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Interstate Services Transaction Exhibit B

#

- Level of Service: Firm Interruptible
- Service: Transportation Exchange Swap Storage

MichCon: Michigan Consolidated Gas Company 2000 Second Avenue, Suite 1600 Detroit, MI 48226 Attention: Phone: Fax:	Customer: Attention: Phone: Fax:
<p>1. The gas Transportation or Storage Service ("Service") provided hereunder is governed by the General Services Agreement # dated between Michigan Consolidated Gas Company ("MichCon") and Customer. MichCon agrees to provide and Customer agrees to pay for such Service.</p> <p>2. This Exhibit, the General Services Agreement and MichCon's Operating Statement on file with FERC, as amended from time to time, (together the "Agreement") are the entire agreement between the parties 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. The Agreement may be modified or amended only by writing duly executed by both parties.</p> <p>3. The term for the Service provided under this Exhibit shall be effective on and terminate on .</p>	

PRIMARY RECEIPT POINT(S):

	Interconnect Company	Interconnect Name	MDQ
Primary Receipt Points:			
Receipt Provisions:			

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PRIMARY DELIVERY POINT(S):

	Interconnect Company	Interconnect Name	MDQ
Primary Delivery Points:			
Delivery Provisions:			

CHARGES:

Transportation Charge:	Reservation Charge: Usage Charge:
Storage Charge:	Deliverability Charge: Capacity Charge: Injection Charge: Withdrawal Charge:
Fuel:	Per MichCon's Tariff.
Imbalance:	Per MichCon's Operating Statement.

ADDITIONAL PROVISIONS:

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Agreed to and Accepted this day of , 200:	MichCon:	By: _____
		Title: _____
	Customer:	By: _____
		Title: _____

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END USER STORAGE TRANSFER PROGRAM

1. The attached End User Storage Transfer Request ("Request") must be completely filled out and forwarded to the Gas Nominations Department via mail, fax or email. Requests should be directed as follows:

Mail

MichCon
2000 2nd Avenue, 1620 WCB
Detroit, MI 48226-1279
Attn: Sheryl Maloney

Fax

313-235-1066
Attn: Sheryl Maloney

E-Mail

maloneys@deenergy.com AND reppkec@deenergy.com

2. For those parties who wish to e-mail their Storage Transfer Request, MichCon will accept an electronic signature. Broker must type his/her name in the signature section and forward the e-mail to the above referenced parties.
3. To be processed in a timely fashion, requests must be received by the Gas Nominations Department by 5:00 p.m. E.T. on the last business day of the month prior to the month in which the transfer is to occur. The Gas Nominations Department will send an email acknowledging receipt of the Request regardless of whether the Request was sent via mail, fax or email.
4. Transfers must be made on a prospective basis only. Retroactive transfers are not permitted.
5. The Broker providing the Request must be the agent on file for both parties to the transfer. If the Broker is not the agent for both Customers, a letter of authorization from the End Use Customer ("EUT") not represented by the Broker must be attached to the Request.
6. Transfers must be from one EUT account to another EUT account. If gas is to be transferred from one EUT account to multiple EUT accounts, a separate form for each transfer must be completed and submitted.
7. Each transfer transaction will be assessed a \$25.00 charge. The fee will be assessed to the EUT from whom the gas is transferred. Each EUT to EUT Request will be considered a separate transaction for purposes of assessing the \$25.00 fee. For instance, if Company A transfers gas to Company B and Company C, then Company A will be assessed two separate \$25.00 transaction fees for a total of \$50.00.
8. By submitting the Request, Customer and/or Customer's Agent understands and agrees that any gas transportation account imbalance penalties resulting from the debit of this transfer in the month requested will be the sole responsibility of the Customer.

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END USER STORAGE TRANSFER REQUEST

Michigan Consolidated Gas Company
Attention: Gas Nominations Department
2000 Second Avenue
Detroit, MI 48226

Fax: (313) 235-1066

_____ (“Broker”), as agent for the End Use Customer(s) (“Customer”) listed below, hereby requests a storage transfer of _____ MMBtu in the month of _____. If Broker is not the registered agent for Customer listed below, a letter of authorization from the Customer must be attached. This request must be received by Michigan Consolidated Gas Company (“MichCon”) via mail, email, or facsimile by 5:00 p.m. ET on the last working day prior to the month that this transfer is to take place. This transfer is in accordance with MichCon’s Tariff. Customer and/or Customer’s Agent understands and agrees that any gas transportation account imbalance penalties resulting from the debit or credit of this transfer in the month requested will be the sole responsibility of the Customer. Customer and/or Customer’s Agent further understands there will be a \$25.00 charge assessed to the Customer from whom the gas is transferred.

In addition to mail and facsimile, MichCon and Broker have agreed to process End User Storage Transfer Requests by electronic means, including email. Broker, by typing his/her name and sending the completed form to MichCon hereby satisfies any writing and/or acceptance requirements for a binding transaction and agrees with terms of this Request.

Storage Transfer From:

Customer Name: _____
Account Number: _____ Map/Allocator Number: _____

Storage Transfer To:

Customer Name: _____
Account Number: _____ Map/Allocator Number: _____

Requestor:

_____ Company Name	_____ Authorized Signature
_____ Date	_____ Print Authorized Person’s Name
_____ Phone Number	_____ Fax Number
_____ Email Address	

FOR INTERNAL USE ONLY:	
_____ Gas Nominations Approval/Date	_____ MAB (From) Processed By/Date
	_____ MAB (To) Processed By/Date

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ConQuest™ ACCESS AGREEMENT

This Agreement is entered into this ___ day of _____, _____, between Michigan Consolidated Gas Company ("MichCon"), 2000 Second Avenue, Detroit, Michigan 48226, and _____ having an address at _____ and its duly authorized employees ("User") desire to utilize MichCon's electronic bulletin board ("ConQuest™") which is currently available to duly authorized agents and customers of MichCon and its subsidiaries. MichCon and User agree to the following concerning use of ConQuest™:

1. **TERM.** This Agreement is effective as of the ___ day of _____, _____, and will remain in effect until terminated (i) by either party giving the other not less than 15 days prior written notice or (ii) by MichCon, without notice, if User fails to comply with the terms of this Agreement or procedures posted on Conquest™.
2. **LICENSE.** User acknowledges that ConQuest™ is proprietary to MichCon and MichCon retains all rights of ownership in ConQuest™ and all output therefrom. Uses of ConQuest™ is offered to User as a service and for the convenience of MichCon's transportation customers. User shall comply with any operating procedures established by MichCon for the use of ConQuest™. Such operating procedures will be posted on ConQuest™. Use of ConQuest™ constitutes User's acceptance of all posted operating procedures.
3. **AUTHORIZED USE.** Before User may transact business on ConQuest™, User must execute a ConQuest™ Access Agreement and be assigned an access code. User shall notify MichCon of all persons in the User's organization designated use of the access code. MichCon has no responsibility to ensure that employees of User who access ConQuest™ are, in fact, authorized by User to utilize ConQuest™. Use of User's access code shall be deemed to constitute User's signature and approval of the transaction posted on ConQuest™ unless MichCon had prior notice, in writing or via FAX (1-313-235-1066), of any apparent breach of security such as loss, theft or unauthorized disclosure or use of User's access code.
 - a) Unauthorized access by User to restricted portions of ConQuest™ or to other telecommunications or computer facilities used to deliver the ConQuest™ services are a breach of this Agreement.
 - b) If User is acting as agent for a MichCon customer, User must provide authorization in the form of the attached Agency Authorization for each customer for whom User wishes to nominate or whose account user wishes to access.
4. **LIMITED WARRANTY.** MichCon has made reasonable efforts to ensure that the information accessible through ConQuest™ is accurate and complete, but MichCon makes no warranties as to the availability, accuracy or content of such information and User shall accept and use ConQuest™ "AS IS" and "WITH ALL FAULTS."
 - a) User acknowledges that ConQuest™ is an electronic information system and as such is subject to interruptions, failures and data corruption. MichCon is not responsible for any inadvertent data additions, omissions or failures of ConQuest™.
 - b) Agent acknowledges that account information provided on ConQuest™ is intended solely for planning purposes and may not reflect the final information used by MichCon to bill Customer for transportation services.
 - c) User shall indemnify and hold MichCon harmless for all damages, losses, costs (including reasonable attorneys' fees) and all other liabilities of any nature whatsoever arising from User's use of ConQuest™. IN NO EVENT WILL MICHCON BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY

Michigan Public Service Commission
May 31, 2005
Filed _____

FORMS ON FILE WITH THE MICHIGAN PUBLIC SERVICE COMMISSION

MICHIGAN CONSOLIDATED GAS COMPANY

5-2005

TO USE ConQuest™. IN PARTICULAR, AND WITHOUT INTENT TO LIMIT THE FOREGOING, MICHCON IS NOT RESPONSIBLE FOR LOST PROFITS OR DATA, OR CLAIMS OF THIRD PARTIES ARISING OUT OF THE USE OF ConQuest™.

- 5. FEES. User shall pay all fees and charges, including any applicable taxes associated with the use of ConQuest™. MichCon reserves the right to change the amount of any access fee or charge and to institute new charges as provided in Paragraph 7. Currently there are no fees to use Conquest except for the phone charges incurred while connected to ConQuest.
6. COMMUNICATIONS EQUIPMENT. User shall provide all personal computer communications equipment necessary to gain access to ConQuest™. Compatible computer communications equipment includes, but is not limited to an IBM or IBM compatible PC and a modem capable of operating at a minimum rate of 9600 baud. As improved technology becomes available, MichCon reserves the right to change the computer communications equipment requirements of ConQuest™. Currently MichCon uses US Robotics 28800 baud modems.
7. NOTICE. All communications and notices related to (i) operating conditions on pipelines for which nominations are accepted on ConQuest™; (ii) procedures for using the interactive information and transaction services available on ConQuest™; and (iii) fees for using ConQuest™ will be posted on ConQuest™. No communications or notices relating to the use of ConQuest™ or the information available on ConQuest™ will be provided to User in any manner other than via ConQuest™. Changes to procedures and fees on ConQuest™ will become effective 30 days after notice of the change is posted on ConQuest™.
8. MISCELLANEOUS.
a) THIS AGREEMENT IS GOVERNED BY THE LAWS OF THE STATE OF MICHIGAN.
b) This Agreement does not modify or amend MichCon's Rules, Regulations and Rate Schedules for Gas Service ("Tariff") or any transportation or other contract that is presently in effect or may in the future exist between MichCon and User. Each transaction on ConQuest™ specifically incorporates MichCon's Tariff and the terms and conditions of the gas transportation agreement or receipt point agreement under which the gas is received and redelivered. This Agreement is also subject to any and all applicable laws, rules and regulations.
c) This Agreement represents the entire understanding between the parties making all other representations null and void. This Agreement may be amended or modified only in a written document executed by all parties.
d) This Agreement may be executed in any number of counterparts, including by facsimile transmission, each to be considered an original, and all such counterparts executed and delivered will constitute and have the same force and effect as one and the same document.

This Agreement is entered into by the authorized representatives of the parties whose signatures appear below.

(USER)
By:
Title:

MICHIGAN CONSOLIDATED GAS COMPANY
By: Andrew Springstead
Title: Director, Gas Planning & Control



FORMS ON FILE WITH THE MICHIGAN PUBLIC SERVICE COMMISSION

MICHIGAN CONSOLIDATED GAS COMPANY

5-2005

ConQuest
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ACCESS CODE INFORMATION FORM

RETURN TO:

DTE ENERGY – MICHCON
Gas Nomination Services Department
2000 Second Avenue, 1620 WCB
Detroit, MI 48226

FAX (313) 235-1066

DATE: _____

_____ hereby requests that MichCon set-up the users as listed below:

1. User First Name _____ Phone # _____
(Please print or type)

Last Name _____ Email _____
(Please print or type)

2. User First Name _____ Phone # _____
(Please print or type)

Last Name _____ Email _____
(Please print or type)

3. User First Name _____ Phone # _____
(Please print or type)

Last Name _____ Email _____
(Please print or type)

Company Name _____
(Please print or type)

Approved By _____

(Please print or type)

Title _____
(Please print or type)

Phone _____

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

FORMS ON FILE WITH THE MICHIGAN PUBLIC SERVICE COMMISSION

MICHIGAN CONSOLIDATED GAS COMPANY

4-2002

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)

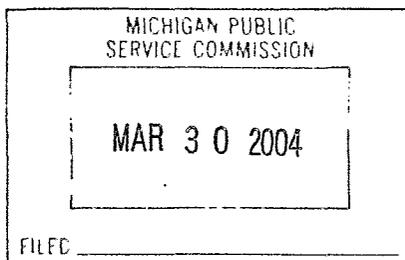
_____ (City, State & Zip Code)

(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.



Continued on Sheet No. SF-51.01

FORMS ON FILE WITH THE MICHIGAN PUBLIC SERVICE COMMISSION

MICHIGAN CONSOLIDATED GAS COMPANY

4-2002

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: _____

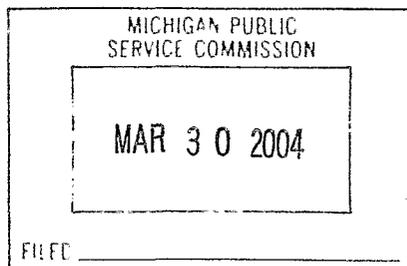
BY: _____

(Print or Type Name)

(Print or Type Name)

(Title)

(Title)



Continued on Sheet No. SF-51.02

FORMS ON FILE WITH THE MICHIGAN PUBLIC
SERVICE COMMISSION

MICHIGAN CONSOLIDATED
GAS COMPANY

4-2002

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
instructions set forth on the invoice

All Other Notices:

Michigan Consolidated Gas Company
Attention: Manager, Gas Transportation Services Dept.
500 Griswold Street
Detroit, Michigan 48226
Fax Number: (313) 256-5890

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

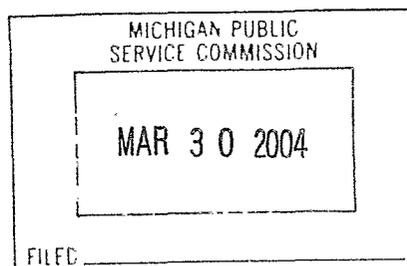
Payments/Invoices:

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.



Continued on Sheet No. SF-51.03

FORMS ON FILE WITH THE MICHIGAN PUBLIC
SERVICE COMMISSION

MICHIGAN CONSOLIDATED
GAS COMPANY

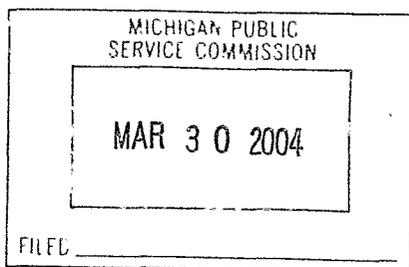
4-2002

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.



Continued on Sheet No. SF-51.04

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

**MICHIGAN CONSOLIDATED
GAS COMPANY**

3-2005

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 or 9310	Macomb	Primary	Secondary
MichCon / Washington 28 "Washington 28"	9093	Macomb	Primary	Secondary
MichCon / Blue Water Storage "Blue Water Storage"	9206 or 9311	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.
 "Summer" is the period April 1 to October 31.
 "Winter" is the period November 1 to March 31.

7. OTHER

Michigan Public Service Commission March 4, 2005 Filed _____
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FORMS ON FILE WITH THE MICHIGAN PUBLIC SERVICE COMMISSION

MICHIGAN CONSOLIDATED GAS COMPANY

11-2005

UNMETERED GAS LIGHT AGREEMENT

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).

Michigan Public Service Commission
<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;"> November 15, 2005 </div>
Filed _____

FORMS ON FILE WITH THE MICHIGAN PUBLIC SERVICE COMMISSION

MICHIGAN CONSOLIDATED GAS COMPANY

11-2005

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
Michigan Consolidated Gas Co.

TYPED NAME and TITLE

Date: _____

Date: _____

<p>Michigan Public Service Commission</p> <div style="border: 1px solid black; padding: 5px; display: inline-block;"> <p>November 15, 2005</p> </div> <p>Filed _____</p>

FORMS ON FILE WITH THE MICHIGAN PUBLIC
SERVICE COMMISSION

MICHIGAN CONSOLIDATED
GAS COMPANY

11-2005

Attachment 1

UNMETERED GAS LIGHT AGREEMENT

Gas Light Identification Number

BTU Input Rating

Michigan Public Service
Commission

November 15, 2005

Filed _____

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

**MICHIGAN CONSOLIDATED
GAS COMPANY**

12-2005

OPTIONAL ELECTRONIC METER AGREEMENT

This Optional Electronic Meter Agreement ("Agreement"), is entered into and between MICHIGAN CONSOLIDATED GAS COMPANY ("MichCon"), having an office at 2000 - 2nd Avenue, Detroit, Michigan 48226, and _____, having an office at _____ ("Customer").

Background

MichCon is selling gas to, and/or transporting gas on behalf of, Customer for delivery to Customer's premises located at _____ Michigan _____, where MichCon owns the gas billing metering equipment as listed on Attachment 1 ("Metering Equipment"). Customer desires to monitor its natural gas usage at intervals more frequent than its monthly billing statement and Customer desires to have MichCon install and maintain electronic measurement equipment on its Metering Equipment as designated below:

- Remote Service
- Pulse Signal Service

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

Agreement

1. MichCon shall furnish, own, install and maintain electronic measurement equipment on its Metering Equipment ("Electronic Meter Reading Equipment").
2. For Remote Service, MichCon shall furnish to Customer, on a daily basis, gas usage data generated by Electronic Meter Reading Equipment ("Electronic Data") which will be provided via e-mail to an electronic address identified by Customer. For Pulse Signal Service, MichCon shall furnish to Customer, the pulse signal having the specifications detailed in Attachment 2 ("Electronic Data") and the Customer shall be solely responsible for gathering and interpreting the Electronic Data provided under the Pulse Signal Service. MichCon will use commercially reasonable efforts to provide the Electronic Data to Customer.
3. Customer shall furnish, install, operate and maintain at its sole cost and expense the equipment, materials, tools, supplies and wiring described on Attachment 2 and shall notify MichCon when installation of the equipment is complete. Customer shall be solely responsible for completion of the installation work described on Attachment 2 and the quality thereof and hereby releases MichCon from and indemnifies MichCon against any and all liability and damages resulting therefrom.
4. Customer grants to MichCon, its agents and employees, the 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 the Electronic Meter Reading Equipment. Customer shall also provide adequate protection to prevent damage, tampering or interference with the Electronic Meter Reading Equipment.
5. Subject to weather conditions, availability of manpower, materials and equipment, and other conditions beyond its control, MichCon shall obtain and install the Electronic Meter Reading

Michigan Public Service Commission
December 15, 2005
Filed _____

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

**MICHIGAN CONSOLIDATED
GAS COMPANY**

12-2005

Equipment in a commercially reasonable timeframe following execution of this Agreement and Customer's compliance with Section 3 above. Subject to the same conditions, MichCon will maintain the Electronic Meter Reading Equipment in good operating condition, including inspections, repairs and/or replacement of the equipment as deemed necessary by MichCon. 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 Meter Reading Equipment, for any reason including improper installation or failure by MichCon to maintain said equipment in good operating condition, and Customer hereby releases MichCon from, and agrees to indemnify and defend MichCon against, any and all liability, claims, suits and demands resulting therefrom.

6. Electronic Meter Reading Charge: The monthly charge will be \$ ____ (____ meters multiplied by \$100 per meter).

7. In the event Customer fails to make payment when due, MichCon may suspend or terminate Electronic Meter Reading Service.

8. This Agreement shall be effective from _____ and terminate on _____. Thereafter this Agreement will continue month-to-month until terminated by either party giving the other 30 days written notice.

9. MichCon shall not be liable 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 Meter Reading Equipment, for any reason including improper installation or failure by MichCon to maintain the equipment in good operating condition. It is 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.

10. All Electronic Data is solely intended for use by Customer in monitoring its natural gas usage and is not intended for the purpose of measuring the volume of gas used for billing by MichCon. If volume differences occur between Electronic Data and the monthly billing statement, the volumes indicated on MichCon's Metering Equipment will be used for billing by MichCon.

11. This Agreement and Attachments 1 and 2 constitute the entire understanding between the parties with respect to Electronic Data 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. The laws of the State of Michigan shall govern the construction and interpretation of this Agreement without reference to any conflicts of law principles thereof.

Michigan Public Service Commission
December 15, 2005
Filed _____

FORMS ON FILE WITH THE MICHIGAN PUBLIC SERVICE COMMISSION

MICHIGAN CONSOLIDATED GAS COMPANY

12-2005

12. This Agreement, the service provided, and the installation and operation of the Electronic Meter Reading 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 the Electronic Meter Reading Equipment if deemed necessary by MichCon. If the Michigan Public Service Commission ("MPSC") issues a decision that changes the terms and conditions including the charges under this Agreement, MichCon may, at its discretion and upon written notice to Customer, unilaterally terminate this Agreement. MichCon shall not be liable to Customer for any damages or losses Customer might suffer due to suspension, discontinuance or termination of the services pursuant to this Agreement.

13. 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.

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

15. Any notice, request, demand, statement or payment provided for in this Agreement shall be sent to the address indicated below 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.

Customer:

MichCon:

16. 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.

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

By: _____
Name: _____
Title: _____
Michigan Consolidated Gas Company
Date: _____

By: _____
Name: _____
Title: _____
"Customer Name"
Date: _____

Michigan Public Service Commission
December 15, 2005
Filed _____

FORMS ON FILE WITH THE MICHIGAN PUBLIC SERVICE COMMISSION

MICHIGAN CONSOLIDATED GAS COMPANY

12-2005

Attachment 1

Metering Equipment

Service Address

Meter Number

<p>Michigan Public Service Commission</p> <table border="1"> <tr> <td>December 15, 2005</td> </tr> </table> <p>Filed _____</p>	December 15, 2005
December 15, 2005	

FORMS ON FILE WITH THE MICHIGAN PUBLIC SERVICE COMMISSION

MICHIGAN CONSOLIDATED GAS COMPANY

12-2005

Attachment 2

Equipment To Be Installed By Customer

Remote Service

The Electronic Meter Reading Equipment when added to the Meter Equipment will allow Customer to receive daily meter reads via e-mail from MichCon. The telephone wiring to the Electronic Meter Reading Equipment is the responsibility of Customer. The telephone line must be an analog phone line (voice quality), which can be either a dedicated extension from an on-site phone switch, or a dedicated line from a Centrex service. The phone line must have direct inward dial (DID) capability and be terminated with a male RJ11 connector. Customer shall leave the wiring and conduit coiled and ready for connection by the MichCon technicians. A phone line terminal box installed by the Customer shall be located a minimum distance of 15' from any part of MichCon's gas facilities. Conduit, wire, and any other components installed by the Customer within 15' of any part of MichCon's gas facilities shall be suitable for Class I, Group D, Division II.

Pulse Signal Service

The Electronic Meter Reading Equipment when added to the Meter Equipment will allow Customer to connect their meter interrogation system to the Meter Equipment. The signal available to Customer Electronic Meter Reading Equipment will be a standard pulse width of 62.5MS with an external excitation, provided by Customer, of 3-24VDC, 1.5A maximum. The pulse will be generated at a rate of one pulse per one hundred (100) standard cubic feet of gas. Customer is advised that the pulses will not have a regular pattern. In order to conserve battery power, the pulses will be held and periodically gated.

The enclosure box, conduit, conduit support, wiring, and conduit seal-off is the responsibility of Customer and shall conform to drawing number MC-C-D-179 shown in Attachment 3. Conduit, wire, and any other components installed by the Customer within 15' of any part of MichCon's gas facilities shall be suitable for Class I, Group D, Division II.

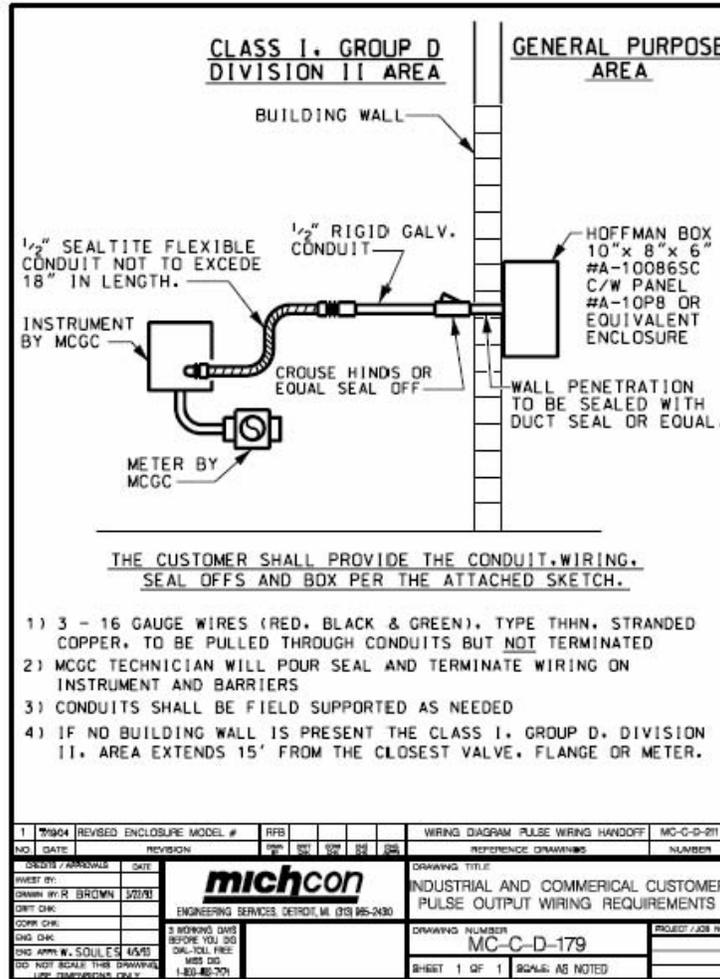
Michigan Public Service Commission
December 15, 2005
Filed _____

FORMS ON FILE WITH THE MICHIGAN PUBLIC SERVICE COMMISSION

MICHIGAN CONSOLIDATED GAS COMPANY

12-2005

Attachment 3



Michigan Public Service Commission

December 15, 2005

Filed _____

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

2-2006

IMMEDIATE ACTION REQUIRED

DTE Energy has been unable to access the gas and/or electric meter(s) for this building. Please contact DTE Energy at the number listed below to arrange for a meter reading.

If access to the meter is not obtained, DTE Energy may shut off gas and/or electric service TO THIS BUILDING at the street or alley. Reconnect and meter relocation fees will be charged to restore service.

Please call _____
between 7:30 a.m. – 4:00 p.m. Monday through Friday
to arrange for a meter reading.

Michigan Public Service Commission (MPSC) rules provide that service to commercial and industrial customers may be denied or shut off for failure of the customer to permit the utility reasonable access to its equipment (R460.2373, R460.3903).



Michigan Public Service
Commission

February 22, 2006

Filed _____

FORMS ON FILE WITH THE MICHIGAN PUBLIC SERVICE COMMISSION

MICHIGAN CONSOLIDATED GAS COMPANY

9-2006

CUSTOMER ACTIVITY WEBSITE ACCESS AGREEMENT

This Agreement is entered into this ___ day of _____, _____, between Michigan Consolidated Gas Company
 MichCon Pipeline Company (gathering)
 Washington 10 Storage Corporation

(referred to individually and collectively as "Company"), 2000 Second Avenue, Detroit, Michigan 48226, and
 of _____, and having an address at _____,

_____ and its duly authorized employees ("User") desire to utilize Company's Customer Activity Website ("CAW") which is currently available to duly authorized agents and customers of Company. Company and User agree to the following concerning use of CAW:

1. **TERM.** This Agreement is effective as of the ___ day of _____, _____, and will remain in effect until terminated (i) by either party giving the other not less than 15 days prior written notice or (ii) by Company, without notice, if User fails to comply with the terms of this Agreement.
2. **LICENSE.** User acknowledges that CAW is licensed to Company and that the use of CAW is offered to User as a service and for the convenience of Company's customers. User shall comply with any operating procedures established by Company.
3. **AUTHORIZED USE.** Before User may transact business on CAW, User must execute a CAW Access Agreement and be assigned an access code. User shall complete the Customer Contact Data (attached hereto as Exhibit A) listing all persons in the User's organization designated for use of the access code. Company has no responsibility to ensure that employees of User who access CAW are, in fact, authorized by User to utilize CAW. User shall be solely responsible for any and all unauthorized improper use of password(s) issued to User by Company, including, but not limited to, the use of such password(s) by authorized personnel who at some point are no longer within User's employment or control. Upon evidence of unauthorized or improper use of User's password, Company reserves the right to invalidate Customer's password upon twenty-four (24) hours prior notice. Use of User's access code shall be deemed to constitute User's signature and approval of the transaction posted on CAW unless Company had prior notice, in writing or via FAX (1-313-235-1066), of any apparent breach of security such as loss, theft or unauthorized disclosure or use of User's access code.
 - a) Unauthorized access by User to restricted portions of CAW or to other telecommunications or computer facilities used to deliver the CAW services are a breach of this Agreement.
 - b) If User is acting as agent for a Company customer, User must provide authorization in the form of the attached Agency Authorization (Exhibit B) for each customer for whom User wishes to nominate or whose account user wishes to access.
4. **LIMITED WARRANTY.** Company has made reasonable efforts to ensure that the information accessible through CAW is accurate and complete, but Company makes no warranties as to the availability, accuracy or content of such information and User shall accept and use CAW "AS IS" and "WITH ALL FAULTS."
 - a) User acknowledges that CAW is an electronic information system and as such is subject to interruptions, failures and data corruption. Company is not responsible for any inadvertent data additions, omissions or failures of CAW.

Michigan Public Service Commission
September 12, 2006
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**FORMS ON FILE WITH THE MICHIGAN PUBLIC
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- b) Agent acknowledges that account information provided on CAW is intended solely for planning purposes and may not reflect the final information used by Company to bill Customer for transportation services.
- c) User shall indemnify and hold Company harmless for all damages, losses, costs (including reasonable attorneys' fees) and all other liabilities of any nature whatsoever arising from User's use of CAW. IN NO EVENT WILL COMPANY BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE CAW. IN PARTICULAR, AND WITHOUT LIMITING THE FOREGOING, COMPANY IS NOT RESPONSIBLE FOR LOST PROFITS, REVENUE, LOST DATA OR INFORMATION, OR CLAIMS OF THIRD PARTIES ARISING OUT OF THE USE OF CAW.
5. **FEES.** User shall pay all fees and charges, including any applicable taxes associated with the use of CAW. Company reserves the right to change the amount of any access fee or charge and to institute new charges as provided in Paragraph 7. Currently, there are no fees associated with the use of CAW.
6. **COMMUNICATION EQUIPMENT.** User shall provide all personal computer equipment, communication equipment, and software necessary to gain access to CAW through the Internet. Access to CAW requires Citrix Web Client version 9.0 or higher and an Internet Browser. Company recommended Internet Browsers include Internet Explorer 6.0 or higher or Firefox 1.0 or higher. Company will use reasonable efforts to accommodate User printing and communication requirements. However, User shall ensure that its printer, proxy server, and firewall configuration is compatible with CAW. As improved technology becomes available, Company reserves the right to change the computer communication equipment requirements of CAW.
7. **MISCELLANEOUS.**
- a) This Agreement, and the rights, obligations and liabilities of the parties hereto shall be construed in accordance with the law of the State of Michigan, without regard to its conflict of law principals. The parties agree that any action with respect to this Agreement shall be brought in a court of competent subject matter jurisdiction located in the State of Michigan and the parties hereby submit themselves to the exclusive jurisdiction and venue of such court for the purpose of such action.
- b) This Agreement does not modify or amend Company's Rules, Regulations and Rate Schedules for Gas Service ("Tariff") or any transportation or other contract that is presently in effect or may in the future exist between Company and User. Each transaction on CAW specifically incorporates Company's Tariff and the terms and conditions of the gas transportation agreement or receipt point agreement under which the gas is received and redelivered. This Agreement is also subject to any and all applicable laws, rules and regulations. In the event of a conflict between this Agreement and the subject underlying transportation or receipt point agreements, the terms and conditions of the underlying agreement shall control.
- c) Any provision of this Agreement which is determined by any court or regulatory body having jurisdiction over this Agreement to be valid or unenforceable will be ineffective to the extent of such determination invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such remaining provisions.
- d) This Agreement and the Exhibits(s) constitute the complete agreement of the parties relating to the matters specified in this Agreement and supersede all prior representations or agreements, whether oral or written, with respect to such matters. No oral modifications or waiver of any of the provisions of

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this agreement shall be binding on either party. No obligation to enter into any transaction is to be implied from the execution or delivery of this Agreement.

- e) No party shall be liable for any failure to perform its obligations in connection with any transaction or any document, where such failure results from any act of God or other cause beyond such party's reasonable control (including, without limitation, any mechanical, electronic or communications failure) which prevents such party from transmitting or receiving any documents and which, by the exercise of due diligence, such party is unable to prevent or overcome.
- f) This Agreement may not be assigned or transferred by either party without the prior written approval of the other party, which approval shall not be unreasonably withheld; provided, any assignment or transfer, whether by merger or otherwise, to a party's affiliate or successor in interest shall be permitted without prior consent if such party assumes this Agreement.
- g) No forbearance by any party to require performance of any provisions of this Agreement shall constitute or be deemed a waiver of such provision or the right thereafter to enforce it.
- h) This Agreement may be executed in any number of counterparts, including by facsimile transmission, each to be considered an original, and all such counterparts executed and delivered will constitute and have the same force and effect as one and the same document.

This Agreement is entered into by the authorized representatives of the parties whose signatures appear below.

(USER)

By: _____

Title: _____

MICHIGAN CONSOLIDATED GAS COMPANY

By: _____

Title: MICHCON PIPELINE COMPANY

By: _____

Title:

WASHINGTON 10 STORAGE CORPORATION

By: _____

Title:

<p>Michigan Public Service Commission</p> <p>September 12, 2006</p> <p>Filed _____</p>
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MICHIGAN CONSOLIDATED GAS COMPANY

9-2006

Exhibit A

Michigan Consolidated Gas Company
 MichCon Pipelines
 Washington 10 Storage Corporation

Request for Customer Activity Website ("CAW") Access

Legal Name of Entity: _____
 DUNS No.: _____

Physical Address: _____

Primary Contact: _____
 Phone Number: _____
 Fax Number: _____
 E-Mail Address: _____

 Please indicate below the name, telephone/fax, and e-mail address of individuals who need CAW access. Each individual will receive one (1) Logon account and password.

NOMINATIONS/CONFIRMATIONS CONTACTS	
Primary Contact Name	
Phone Number	
Fax Number	
E-Mail Address	
Secondary Contact Name	
Phone Number	
Fax Number	
E-Mail Address	
Other Contact Name	
Phone Number	
Fax Number	
E-Mail Address	
Other Contact Name	
Phone Number	
Fax Number	
E-Mail Address	

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OTHER CONTACTS (PLEASE SPECIFY)	
Primary Contact Name	
Phone Number	
Fax Number	
E-Mail Address	
Secondary Contact Name	
Phone Number	
Fax Number	
E-Mail Address	
Other Contact Name(s)	
Phone Number	
Fax Number	
E-Mail Address	

Complete the above information and e-mail to Doug Lowney at lowneyd@dteenergy.com or send via fax to Doug Lowney at 313-235-1066. Upon receipt, we will submit a Customer Activity Website (CAW) Access Agreement for execution. Upon receipt of the executed agreement, we will contact you with the unique CAW Logon account and passwords.

Submitted by (please print): _____

Signature: _____

Date of Request: _____

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MICHIGAN CONSOLIDATED GAS COMPANY

9-2006

Exhibit B

AGENCY AUTHORIZATION

- MICHIGAN CONSOLIDATED GAS COMPANY
- MICHCON GATHERING COMPANY
- WASHINGTON 10 STORAGE CORPORATION

(referred to individually and/or collectively as "Company") and _____ ("Customer") have entered into a Gas Transportation Agreement(s) dated _____ ("Transportation Agreement").

Customer authorizes _____ (Agent) to act as its agent for:

- all transportation Agreements with Company
- the following Transportation Agreements: _____

subject to the terms and conditions of the Transportation Agreement(s) and Company's applicable tariff rules, regulations and rate schedules.

Customer Activity Website Authorization

Customer agrees that the Agent identified in this authorization is authorized to access Company's Customer Activity Website ("CAW") to perform those services indicated in the boxes below:

- Place nominations on CAW for the purpose of directing delivery of gas to Customer's facilities pursuant to the Transportation Agreement(s). Only one entity per contract, either the Customer or the Customer's agent, may place nominations on CAW.
- Access Customer's account and meter information on CAW to obtain monthly meter information.
- Review and receive Customers' billing information from other Company information sources. Please provide agent's mailing address and contact information for purposes of forwarding Customer's billing information.

Mailing Address: _____

Primary Contact: _____
Contact Phone #: _____

- Receive natural gas consumption history from CAW.

Information Access Authorization

Customer acknowledges that transportation charges paid under the Transportation Agreement(s) are proprietary to Company and must be kept confidential by Customer and its Agent(s).

Customer agrees that Company may rely upon the agency authorization contained herein until the Transportation Agreement(s) is terminated or Customer notifies Company in writing that _____ is no longer authorized to act as its agent.

Customer acknowledges that Company reserves the right to deny access to CAW to individuals who fail to follow CAW's procedures.

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Customer: _____
By: _____
Title: _____
Date: _____

Please return completed form to Doug Lowney via e-mail at lowneyd@dteenergy.com or fax to attention of Doug Lowney at 313-235-1066.

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September 12, 2006
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