

(Continued From Sheet No. F-122.00)

Gas Department, American Gas Association, including the Appendix thereto, dated September 1985, and any subsequent amendments thereof.

D-7.2 All quantities of Gas delivered by MichCon to Shipper, or for the account of Shipper, will be measured at the Point(s) of Delivery 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.

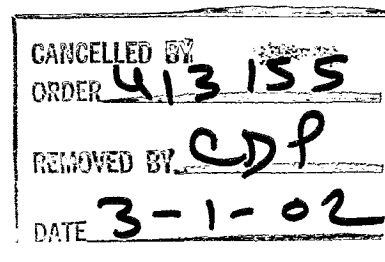
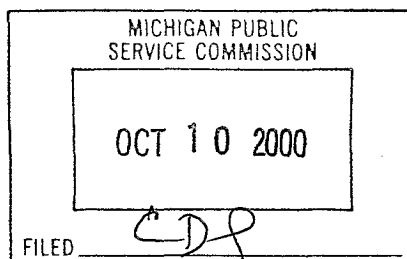
#### SECTION VIII

##### QUALITY

D-8.1 Unless prior approval is obtained from MichCon, all Gas and Condensate received from Shipper under the terms of this Agreement shall conform to the following specifications:

- (a) The Gas shall be commercially free from dust, gum, gum-forming constituents, and all other solid and liquid matters which may interfere with its merchantability or cause injury to or interfere with proper operation of the pipelines, regulators, meters or other appliances through which it flows;

(Continued on Sheet No. F-124.00)



(Continued from Sheet No. F-122.00)

Receipt to Point(s) of Delivery for itself and others, together with existing and future extensions or loops thereof.

SECTION II

NOMINATIONS, DELIVERIES

D-2.1 Shipper shall complete and send the Nomination Form (Exhibit "E" to this Agreement) to the appropriate party by the 6th work day of the preceding month for all volumes of Gas that will be transported pursuant to this Agreement during the following month. MichCon shall not be obligated to transport any Gas for which the Nomination Form is either not received on a timely basis or is received incomplete. MichCon may from time to time update or amend Exhibit "E" as needed. If MichCon operates the Point(s) of Receipt, the appropriate party to notify is MichCon Gas Control at telecopy number (313) 256-5890. If Consumers Power Company operates the Point(s) of Receipt the appropriate party to notify is Consumers Power Gas Control at telecopy number (517) 788-1857.

D-2.2 If requested by MichCon, Shipper shall provide an affidavit of truth stating that Shipper has downstream agreements with a third party sufficient to handle the volumes of Gas proposed to be transported pursuant to this Agreement and stating the period of time those agreements cover. If Shipper fails to provide such an affidavit, then MichCon shall have the sole right to reject Shippers monthly nomination and to refuse to transport the volumes nominated.

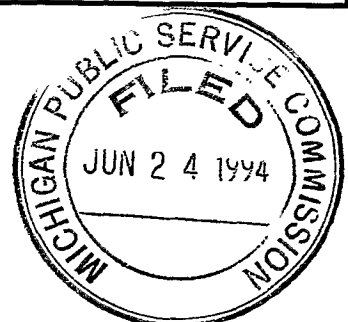
D-2.3 To allow MichCon to efficiently operate its system, Shipper agrees to use its best efforts to deliver Gas at uniform daily rates.

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12

(Continued on Sheet No. F-124.00)

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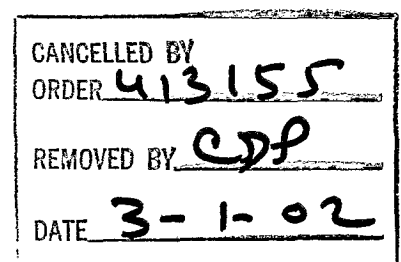
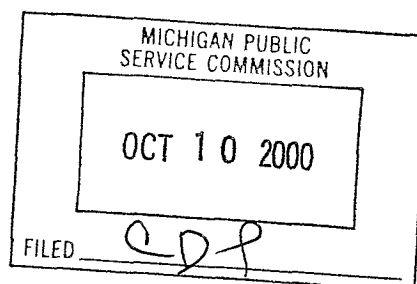


(Continued From Sheet No. F-123.00)

- (b) The Gas and Condensate shall not contain anything which might adversely affect the safe and efficient operation of MichCon's downstream facilities;
- (c) The water content of the Gas shall not exceed 7 pounds per million cubic feet, however, every reasonable effort shall be made to keep the water content at or below 5 pounds per million cubic feet;
- (d) The Gas shall not contain oxygen. Operator shall maintain its equipment to insure the gas is free of oxygen;
- (e) The carbon dioxide content of the Gas shall not exceed 2.0 mole percent;
- (f) The Gas shall not contain more than 1/4 grain of hydrogen sulfide per 100 cubic feet;
- (g) The Gas shall not contain more than 1/2 grain of mercaptan sulfur per 100 cubic feet;
- (h) The Gas shall not contain more than 20 grains of total sulfur per 100 cubic feet, including the sulfur in any hydrogen sulfide, mercaptans, sulfides and residual sulfur. However, in the event that Gas at the outlet of the Kalkaska Processing Plants exceeds 5 grains of total sulfur per 100 cubic feet, the allowable total sulfur delivered by Shipper at the Point(s) of Receipt shall be reduced proportionally, but not less than 5 grains total sulfur per 100 cubic feet;

17

(Continued on Sheet No. F-125.00)



(Continued from Sheet No. F-123.00)

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 the Point(s) of Receipt or to increase or decrease deliveries at the Point(s) of Delivery to correct 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.

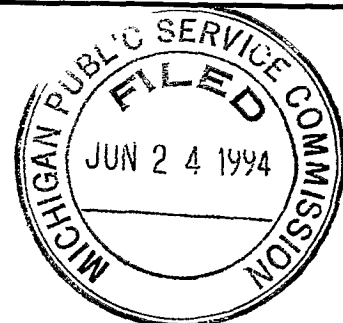
D-3.2 If upon the termination of this Agreement, Shipper has not caused to be delivered to MichCon at the Point(s) of Receipt, quantities of Gas that are volumetrically equal to those that Shipper has taken at the Point(s) of Delivery, plus those quantities retained by MichCon as compensation for use and loss, the term of this Agreement shall be extended for a period of 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 Cost Recovery Factor (pursuant to MichCon's Rules, Regulations and Rate Schedules on file with the Commission) for all such deficient volumes.

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(Continued on Sheet No. F-125.00)

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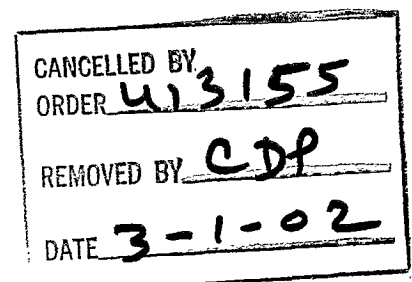
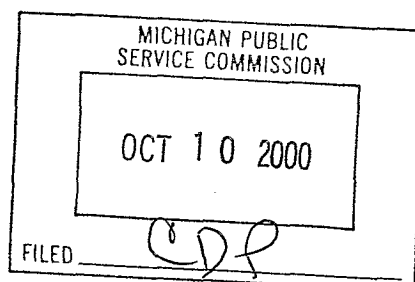
(Continued From Sheet No. F-124.00)

- (i) The Gas shall have a total heating value per cubic foot of not less than 950 British thermal units at a base pressure of 14.65 pounds per square inch at 60 degrees fahrenheit on a dry basis;
- (j) The Condensate shall contain no more than 1% by weight basic sediment and shall contain no free water;
- (k) The Condensate shall be "sweet", containing no more than .1 weight percent sulfur;
- (l) The Condensate shall have a cloud point temperature less than forty degrees Fahrenheit (40 F);
- (m) The Condensate shall have an API gravity greater than 40 degrees;

D-8.2 In the event the Gas delivered by Shipper at the Receipt Point(s) fails at any time to meet the quality specifications of this Article, MichCon shall notify Shipper of such deficiency and thereupon may, at its option, refuse to accept deliveries pending correction. Upon demonstration acceptable to MichCon that the Gas being tendered for delivery meets the quality specifications of this Article, MichCon shall resume taking delivery of Gas.

D-8.3 Shipper agrees to indemnify and hold MichCon harmless for any and all liability resulting from MichCon's movement of Gas or Condensate which fails to meet the specifications of this Article and which have not been waived in writing, including contamination or damage to other Gas and Condensate being transported.

(Continued on Sheet No. F-126.00)



(Continued from Sheet No. F-124.00)

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

##### CURTAILMENT AND PRIORITY OF SERVICE

D-4.1 In the event of insufficient capacity, resulting from Force Majeure, MichCon may curtail transportation service. The following priority shall apply: Local Distribution Companies having jurisdictional customers shall have first priority, followed by Firm transportation customers, then Interruptible transportation customers. If Shipper does not comply with curtailment as requested by MichCon, MichCon may suspend transportation service to Shipper under this Agreement for up to 30 days.

#### SECTION V

##### POSSESSION AND RESPONSIBILITY

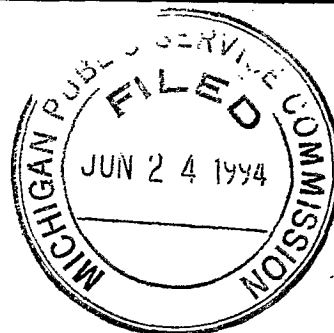
D-5.1 As between MichCon and Shipper, Shipper shall be deemed in exclusive control and possession of the Gas transported hereunder and responsible for any damage or injury caused thereby until it is delivered to MichCon at the Point(s) of Receipt and after it is redelivered by MichCon at the Point(s)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

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14

(Continued on Sheet No. F-126.00)

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(Continued From Sheet No. F-125.00)

SECTION IX

TAXES

D-9.1 Shipper shall pay all 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.

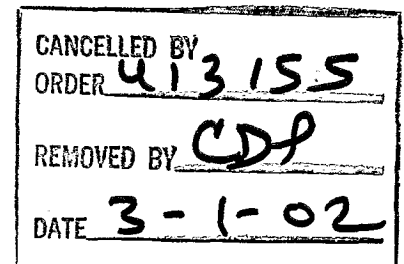
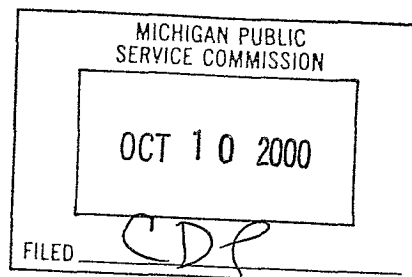
SECTION X

CREDIT WORTHINESS

D-10.1 MichCon shall not be 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

19

(Continued on Sheet No. F-127.00)



(Continued from Sheet No. F-125.00)

SECTION VI

DELIVERY PRESSURE

D-6.1 Shipper shall deliver volumes of Natural Gas or cause volumes of Natural Gas to be delivered to MichCon at the Point(s) of Receipt at MichCon's prevailing line pressure. Shipper shall receive volumes of Natural Gas, or cause volumes of Natural Gas to be received by a third party transporter, at the Point(s) of Delivery at MichCon's prevailing line pressure. Neither party shall be obligated to install compression facilities.

SECTION VII

MEASUREMENT AND MONITORING

D-7.1 All quantities of Gas received at the Point(s) of Receipt by MichCon for the account of Shipper shall be measured at the Point(s) of Receipt 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.

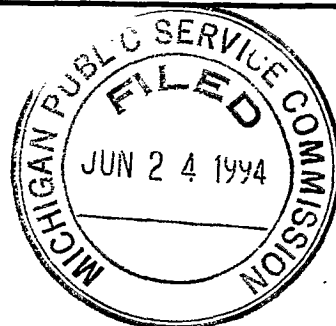
D-7.2 All quantities of Gas delivered by MichCon to Shipper, or for the account of Shipper, will be measured at the Point(s) of Delivery by MichCon or its designee in accordance with, and shall comply with the measurement specifications contained in the Gas Measurement Committee Report #3, Natural Gas Department, American Gas Association, including the Appendix thereto, dated September 1985, and any subsequent amendments thereof.

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15

(Continued on Sheet No. F-127.00)

CANCELLED BY	ORDER	46300
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DATE	10-11-00	





(Continued From Sheet No. F-126.00)

equal to amounts which would be due for three months service at the full 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

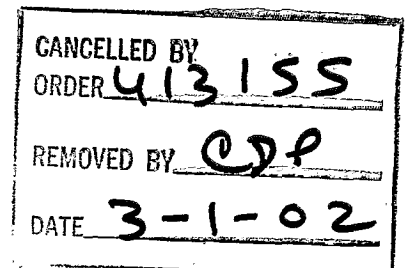
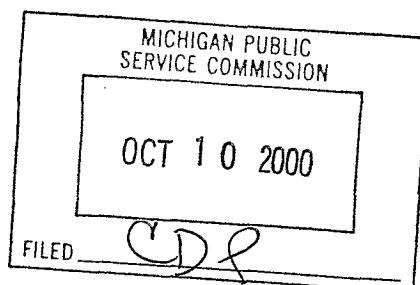
D-11.1 Shipper warrants that at the time of delivery it will have the right to deliver the Gas and that it will indemnify MichCon, defend, and save it harmless from suits, actions, debts, accounts, damages, costs, losses and expenses arising from or out of adverse claims of any and all persons to said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

SECTION XII

BILLING AND PAYMENT

D-12.1 On or about the twentieth day of each calendar month, MichCon shall render a statement to Shipper based on the charges set forth in Exhibit "C". Shipper will pay MichCon on or before the 10th day after the statement is mailed, the amount billed in that statement. All such payments shall be made in the form

(Continued on Sheet No. F-128.00)



(Continued from Sheet No. F-126.00)

SECTION VIII

QUALITY

D-8.1 Unless prior approval is obtained from MichCon, all Gas and Condensate received from Shipper under the terms of this Agreement shall conform to the following specifications:

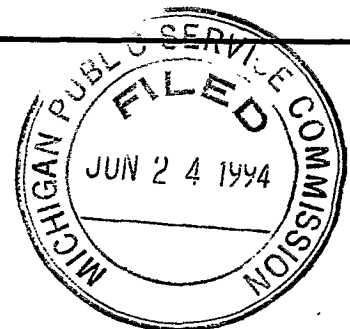
- (a) The Gas shall be commercially free from dust, gum, gum-forming constituents, and all other solid and liquid matters which may interfere with its merchantability or cause injury to or interfere with proper operation of the pipelines, regulators, meters or other appliances through which it flows;
- (b) The Gas and Condensate shall not contain anything which might adversely affect the safe and efficient operation of MichCon's downstream facilities;
- (c) The water content of the Gas shall not exceed 7 pounds per million cubic feet, however, every reasonable effort shall be made to keep the water content at or below 5 pounds per million cubic feet;
- (d) The Gas shall not contain oxygen. Operator shall maintain its equipment to insure the gas is free of oxygen;
- (e) The carbon dioxide content of the Gas shall not exceed 2.0 mole percent;
- (f) The Gas shall not contain more than 1/4 grain of hydrogen sulfide per 100 cubic feet;

whit-02.94

16

(Continued on Sheet No. F-128.00)

CANCELLED BY	
ORDER	46300
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DATE	10-11-00



(Continued From Sheet No. F-127.00)

of immediately available funds directed to a bank account designated by MichCon's Treasurer.

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

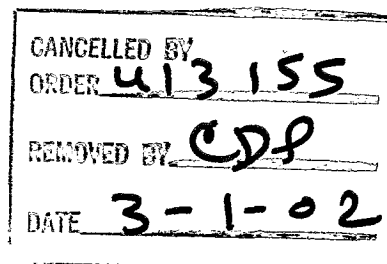
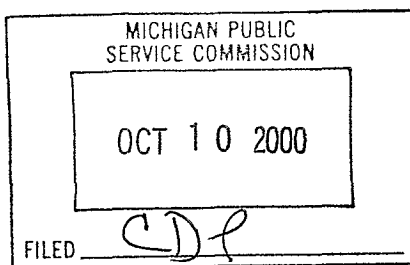
D-12.3 Shipper shall have the right at all reasonable times to examine the books, records and charts of MichCon to the extent necessary to verify the accuracy of any statement, charge or computation made under or pursuant to any provisions of this Agreement.

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

D-12.5 Should Shipper fail to pay any undisputed 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.

D-12.6 If Shipper shall find at any time within twelve months after the date of any statement rendered by MichCon that it has been overcharged due to an error by MichCon in the amount billed in such statement, and if said overcharge shall have been paid, and Shipper shall have made a claim therefor within 60 days from the date of discovery thereof, the overcharge, if verified, shall be refunded within

(Continued on Sheet No. F-129.00)



(Continued from Sheet No. F-127.00)

- (g) The Gas shall not contain more than 1/2 grain of mercaptan sulfur per 100 cubic feet;
- (h) The Gas shall not contain more than 20 grains of total sulfur per 100 cubic feet, including the sulfur in any hydrogen sulfide, mercaptans, sulfides and residual sulfur. However, in the event that Gas at the outlet of the Kalkaska Processing Plants exceeds 5 grains of total sulfur per 100 cubic feet, the allowable total sulfur delivered by Shipper at the Point(s) of Receipt shall be reduced proportionally, but not less than 5 grains total sulfur per 100 cubic feet;
- (i) The Gas shall have a total heating value per cubic foot of not less than 950 British thermal units at a base pressure of 14.65 pounds per square inch at 60 degrees fahrenheit on a dry basis;
- (j) The Condensate shall contain no more than 1% by weight basic sediment and shall contain no free water;
- (k) The Condensate shall be "sweet", containing no more than .1 weight percent sulfur;
- (l) The Condensate shall have a cloud point temperature less than forty degrees Fahrenheit (40 F);
- (m) The Condensate shall have an API gravity greater than 40 degrees;

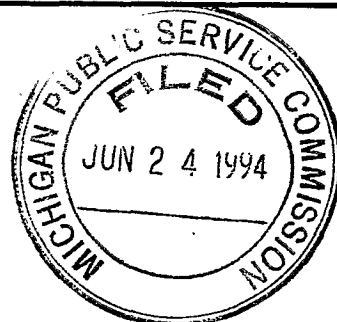
D-8.2 In the event the Gas delivered by Shipper at the Receipt Point(s) fails at any time to meet the quality specifications of this Article, MichCon shall notify Shipper of such deficiency and thereupon may, at its option, refuse to accept

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17

(Continued on Sheet No. F-129.00)

CANCELLED BY	ORDER <u>46300</u>
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(Continued From Sheet No. F-128.00)

30 days. If MichCon shall find 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 such undercharge, and Shipper, upon verifying the same, shall pay such amount within 30 days.

SECTION XIII

NON-WAIVER OF FUTURE DEFAULTS

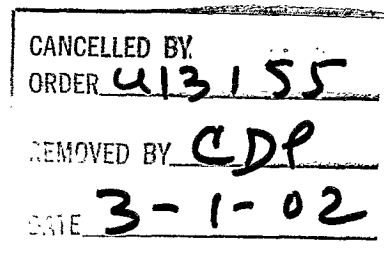
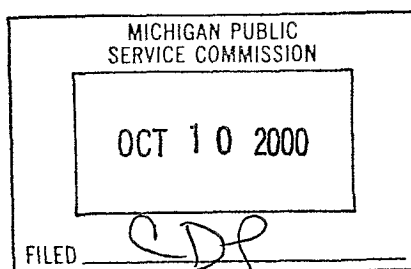
D-13.1 No waiver by either party of any one or more defaults by the other in the performance of any provision of this Agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or a different character.

SECTION XIV

FORCE MAJEURE

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

(Continued on Sheet No. F-130.00)



(Continued from Sheet No. F-128.00)

deliveries pending correction. Upon demonstration acceptable to MichCon that the Gas being tendered for delivery meets the quality specifications of this Article, MichCon shall resume taking delivery of Gas.

D-8.3 Shipper agrees to indemnify and hold MichCon harmless for any and all liability resulting from MichCon's movement of Gas or Condensate which fails to meet the specifications of this Article and which have not been waived in writing, including contamination or damage to other Gas and Condensate being transported.

#### SECTION IX

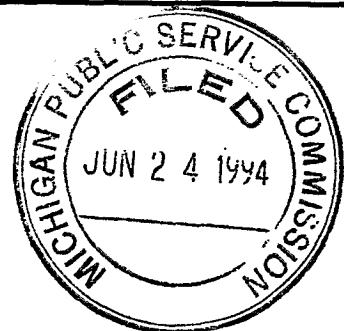
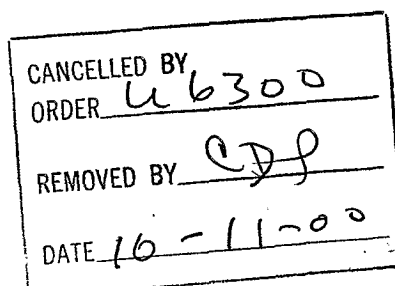
##### TAXES

D-9.1 Shipper shall pay all 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.

whit-02.94

18

(Continued on Sheet No. F-130.00)



(Continued From Sheet No. F-129.00)

alterations 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 the control of the party claiming suspension.

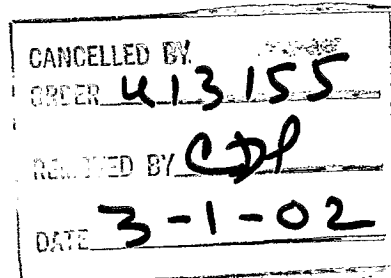
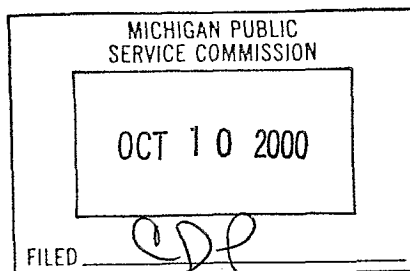
D-14.2 Such causes or contingencies affecting the performance of this Agreement by either party, however, shall not relieve it of liability in the event of its concurring negligence or in the event of its failure to use due diligence to remedy the situation and remove the cause in an adequate manner 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.

SECTION XV

LAWS, ORDERS, RULES AND REGULATIONS

23

(Continued on Sheet No. F-131.00)



(Continued from Sheet No. F-129.00)

SECTION X

CREDIT WORTHINESS

D-10.1 MichCon shall not be 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 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

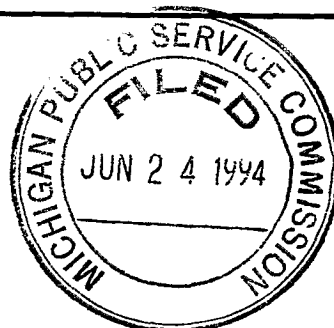
D-11.1 Shipper warrants that at the time of delivery it will have the right to deliver the Gas and that it will indemnify MichCon, defend, and save it harmless from suits, actions, debts, accounts, damages, costs, losses and expenses arising from or out of adverse claims of any and all persons to said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

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19

(Continued on Sheet No. F-131.00)

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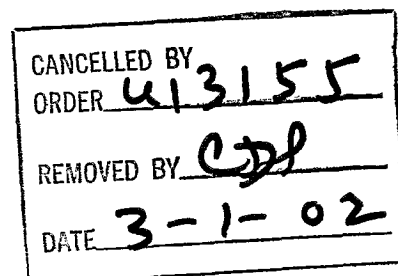
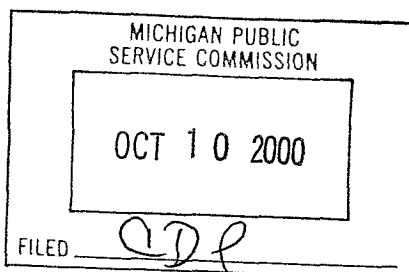
D-15.1 The performance by the parties of their obligations set forth in this Agreement shall be subject to all valid and applicable laws, orders, rules and regulations of any duly constituted authority having jurisdiction. If required, MichCon may seek authorization from the Commission or other appropriate body for such change to any rate(s) and terms set forth in this Agreement or in any applicable rate schedule, as may be found necessary to assure MichCon just and reasonable rates. Either party shall have the right to contest the validity of any such change, 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.

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 regulations of the Federal Energy Regulatory Commission.

D-15.4 This Agreement is governed by the laws of the State of Michigan. It is agreed that any and all litigation related to this Agreement shall be brought in either a state or federal court located within the State of Michigan, and each party,

(Continued on Sheet No. F-132.00)



(Continued from Sheet No. F-130.00)

SECTION XII

BILLING AND PAYMENT

D-12.1 On or about the twentieth day of each calendar month, MichCon shall render a statement to Shipper based on the charges set forth in Exhibit "C". Shipper will pay MichCon on or before the 10th day after the statement is mailed, 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's Treasurer.

D-12.2 The statements rendered pursuant to this Agreement shall be denominated in U.S. Dollars (\$U.S.). All payments shall 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 undisputed amount of any statement rendered by MichCon as herein provided when such amount is due, a late payment charge equal to 2% of the undisputed amount of the statement, net of taxes, not compounded, shall be added to the statement.

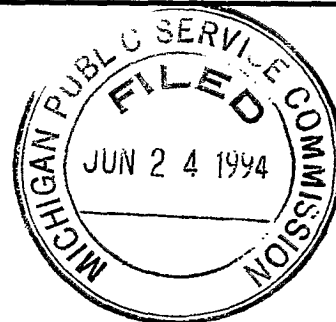
D-12.5 Should Shipper fail to pay any undisputed amount of any statement rendered by MichCon as herein provided when such amount is due, MichCon in its sole discretion may, after 10 days prior written notice, terminate this Agreement, or suspend further service to Shipper, or both.

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20

(Continued on Sheet No. F-132.00)

CANCELLED BY	46360
ORDER	
REMOVED BY	CSJ
DATE	10-12-00



(Continued From Sheet No. F-131.00)

for purposes of any such litigation, submits to the exclusive jurisdiction and venue  
of that court.

SECTION XVI

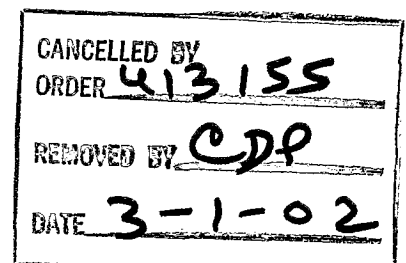
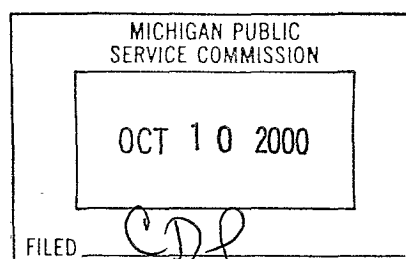
MISCELLANEOUS PROVISIONS

D-16.1 Assignment: Shipper shall not broker, assign, convey or transfer its  
interests under this Agreement without the prior written consent of MichCon.  
Either Shipper or MichCon may, however, without relieving itself of its obligations  
under this Agreement, 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  
materially the burden of risk imposed on the other party under this Agreement, or  
impair materially the other party's chance of obtaining return performance.

D-16.2 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.

D-16.3 Gender, Number and Internal References: Unless the context  
otherwise requires, words importing the singular include the plural and vice versa,  
and words importing gender include all genders. The words "herein", "hereunder"

(Continued on Sheet No. F-133.00)



(Continued from Sheet No. F-131.00)

D-12.6 If Shipper shall find at any time within twelve months after the date of any statement rendered by MichCon that it has been overcharged due to an error by MichCon in the amount billed in such statement, and if said overcharge shall have been paid, and Shipper shall have made a claim therefor within 60 days from the date of discovery thereof, the overcharge, if verified, shall be refunded within 30 days. If MichCon shall find 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 such undercharge, and Shipper, upon verifying the same, shall pay such amount within 30 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

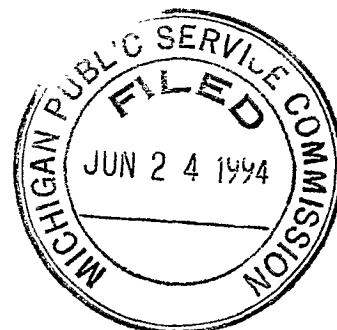
D-14.1 Neither Shipper nor MichCon shall be liable in damages, or in any other remedy, legal or equitable, to the other for any act, omission or circumstances occasioned by or in consequence of any acts of God, strikes,

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21

(Continued on Sheet No. F-133.00)

CANCELLED BY	ORDER <u>46300</u>
REMOVED BY	<u>CDJ</u>
DATE	<u>10-11-00</u>



(Continued From Sheet No. F-132.00)

and words of similar import refer to the entirety of this Agreement and not only to the section in which such use occurs.

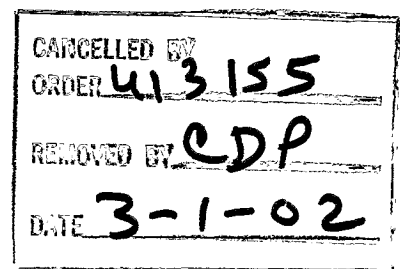
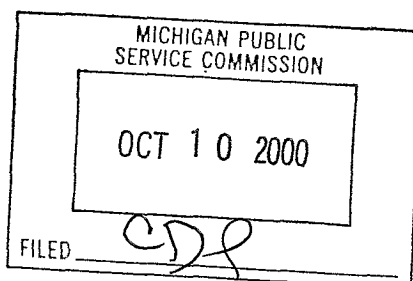
D-16.4 Successors and Assigns: This Agreement shall be binding upon and shall enure to the benefit of the parties hereto and their respective successors and permitted assigns.

D-16.5 Counterparts: This Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an originally executed copy, and it shall not be necessary to produce all counterparts in order to prove this Agreement.

D-16.6 Reorganization: Any company which shall succeed by purchase, merger, or consolidation to the properties, substantially as an entirety, of Shipper or of MichCon, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Agreement.

D-16.7 Entirety: 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. This Agreement may be modified or amended only by a writing duly executed by both parties.

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



(Continued from Sheet No. F-132.00)

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 alterations 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 the control of the party claiming suspension.

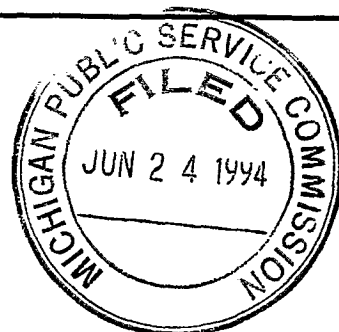
D-14.2 Such causes or contingencies affecting the performance of this Agreement by either party, however, shall not relieve it of liability in the event of its concurring negligence or in the event of its failure to use due diligence to remedy the situation and remove the cause in an adequate manner 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.

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22

(Continued on Sheet No. F-134.00)

CANCELLED BY	
ORDER	46300
REMOVED BY	CDP
DATE	10-11-00



### TRANSPORTATION AGREEMENT

THIS AGREEMENT is entered into as of this \_\_\_\_\_ 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 \_\_\_\_\_

### 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;

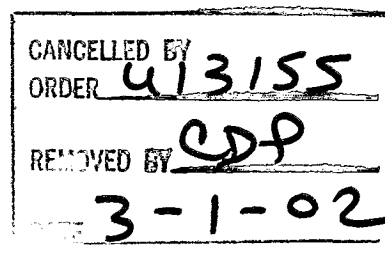
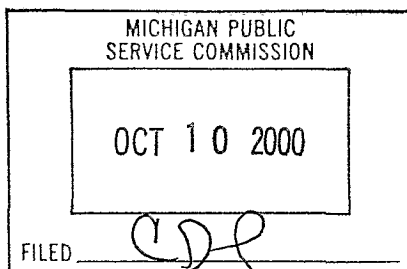
THEREFORE, Shipper and MichCon agree as follows:

#### 1. GAS TRANSPORTATION SERVICE

1.1 Shipper shall deliver or cause to be delivered to MichCon natural gas for  
transportation, and MichCon shall receive, transport and redeliver, Equivalent Quantities of  
natural gas to Shipper, or for the account of Shipper, up to an aggregate maximum daily quantity  
of \_\_\_\_\_ Mcf ("Aggregate MDQ"). This transportation service is a \_\_\_\_\_ Service.  
The transportation service provided under this Agreement is subject to, and provided pursuant to,  
MichCon's applicable off-system transportation rate schedules on file with the Commission and  
as may be revised from time to time.

1.2 The points on MichCon's transportation system where Shipper may deliver gas to  
MichCon for transportation are set forth on Exhibit A (the "Receipt Point(s)"). Also set forth on  
Exhibit A for each Receipt Point is the maximum quantity of gas that may be delivered to that  
point by Shipper on any given day (the "Receipt Point MDQ"). Shipper and MichCon may agree  
from time to time to revise one or more Receipt Point MDQ's and the Aggregate MDQ.

(Continued on Sheet No. F-135.00)



(Continued from Sheet No. F-133.00)

SECTION XV

LAWS, ORDERS, RULES AND REGULATIONS

D-15.1 The performance by the parties of their obligations set forth in this Agreement shall be subject to all valid and applicable laws, orders, rules and regulations of any duly constituted authority having jurisdiction. If required, MichCon may seek authorization from the Commission or other appropriate body for such change to any rate(s) and terms set forth in this Agreement or in any applicable rate schedule, as may be found necessary to assure MichCon just and reasonable rates. Either party shall have the right to contest the validity of any such change, 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.

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 regulations of the Federal Energy Regulatory Commission.

D-15.4 This Agreement is governed by the laws of the State of Michigan. It is agreed that any and all litigation related to this Agreement shall be brought in either a state or federal court located within the State of Michigan, and each party,

whit-02.94

23

(Continued on Sheet No. F-135.00)

CANCELLED BY	
ORDER	46300
REMOVED BY	CDP
DATE	10-11-00





(Continued From Sheet No. F-134.00)

1.3 The points on MichCon's Transportation System where Shipper may request that MichCon redeliver gas to Shipper are set forth on Exhibit B (the "Delivery Point(s)"). Also set forth on Exhibit B for each Delivery Point is 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") subject to capacity available at the Delivery Point at the time nominations are made under Section D-2.1 of Exhibit D. Shipper and MichCon may agree from time to time to revise one or more Delivery Point MDQ's and correspondingly, the Aggregate MDQ.

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

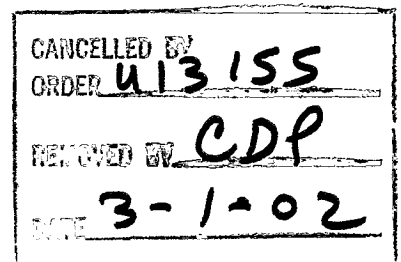
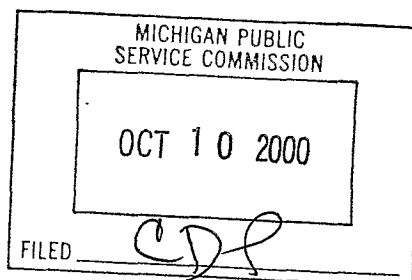
1.5 Certain Delivery Points may require MichCon to arrange for transportation on a third party pipeline. Shipper shall reimburse MichCon for all third-party charges incurred in transporting Shipper's gas.

1.6 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 \_\_\_\_\_ 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.

(Continued on Sheet No. F-136.00)



(Continued from Sheet No. F-134.00)

for purposes of any such litigation, submits to the exclusive jurisdiction and venue of that court.

## SECTION XVI

### MISCELLANEOUS PROVISIONS

D-16.1 Assignment: Shipper shall not broker, assign, convey or transfer its interests under this Agreement without the prior written consent of MichCon. Either Shipper or MichCon may, however, without relieving itself of its obligations under this Agreement, 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 materially the burden of risk imposed on the other party under this Agreement, or impair materially the other party's chance of obtaining return performance.

D-16.2 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.

D-16.3 Gender, Number and Internal References: Unless the context otherwise requires, words importing the singular include the plural and vice versa, and words importing gender include all genders. The words "herein", "hereunder"

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24

(Continued on Sheet No. F-136.00)

CANCELLED BY	ORDER <u>46360</u>
REMOVED BY	<u>CDP</u>
DATE	<u>10-11-00</u>



**TO BE COMPLETED BY OWNER OF PREMISES**

SIGNATURE \_\_\_\_\_

ADDRESS OF OWNER \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_

SOCIAL SECURITY NUMBER \_\_\_\_\_

DRIVER'S LICENSE or STATE I.D. NUMBER \_\_\_\_\_

DATE \_\_\_\_\_

**STREET ADDRESS OF PREMISE**

**CITY, VILLAGE or TOWNSHIP**

**APT. NO.**

**FLOOR NO.**

CANCELLED BY  
ORDER 46300

REMOVED BY CDP

DATE 10-11-00

(Continued From Sheet No. F-135.00)

3. TRANSPORTATION CHARGE

3.1 Shipper shall pay MichCon a monthly administrative charge of \$300.00.

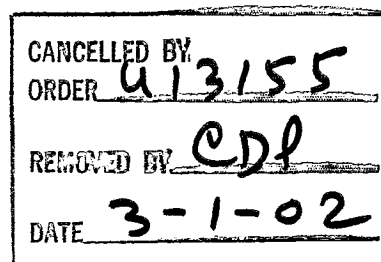
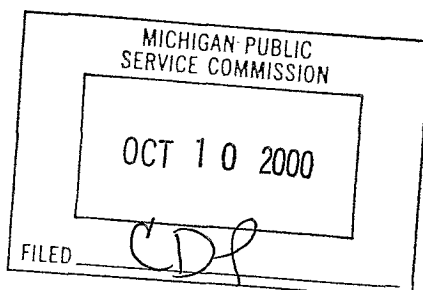
3.2 For the transportation service provided under this Agreement, Shipper shall pay MichCon (a) a monthly reservation charge equal to the Aggregate MDQ, multiplied by a transportation charge as set by MichCon and identified in Exhibit C; (b) a utilization charge equal to the quantities of natural gas transported for or on behalf of Shipper and delivered to the Delivery Points during the Month, multiplied by a transportation commodity charge as set by MichCon and identified in Exhibit C; and (c) if applicable, any third party charges for intermediate transportation arranged by MichCon on Shipper's behalf.

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

3.4 Section 3.3 above does not supersede provisions of MichCon's off system transportation rate schedule regarding unauthorized and usage charges following the termination of this Agreement.

3.5 All charges set forth in this Article 3, except the Monthly administrative charge and the Monthly reservation charges will be applied to volumes delivered by MichCon at the Delivery Points and measured in accordance with the terms of Exhibit D of this Agreement.

(Continued on Sheet No. F-137.00)



(Continued from Sheet No. F-135.00)

and words of similar import refer to the entirety of this Agreement and not only to the section in which such use occurs.

D-16.4 Successors and Assigns: This Agreement shall be binding upon and shall enure to the benefit of the parties hereto and their respective successors and permitted assigns.

D-16.5 Counterparts: This Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an originally executed copy, and it shall not be necessary to produce all counterparts in order to prove this Agreement.

D-16.6 Reorganization: Any company which shall succeed by purchase, merger, or consolidation to the properties, substantially as an entirety, of Shipper or of MichCon, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Agreement.

D-16.7 Entirety: 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. This Agreement may be modified or amended only by a writing duly executed by both parties.

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

(Continued From Sheet No. F-136.00)

4. NOTICE

4.1 Any notice, request, demand, statement or payment provided for in this

Agreement shall be sent to the parties at the following addresses:

Shipper:

Attn:

MichCon:

Payments: As directed on the invoice

All other: Michigan Consolidated Gas Company  
500 Griswold Street, 26th Floor  
Detroit, Michigan 48226  
Attn: Senior Vice President, Gas Operations

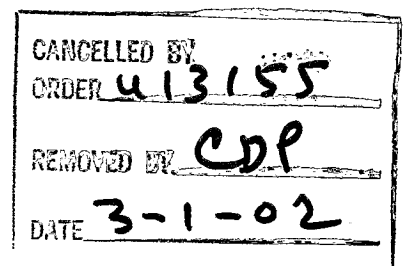
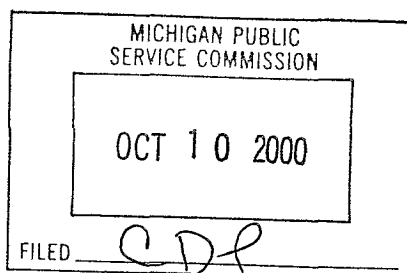
4.2 Either party may change its address under this Agreement by notice to the other party. Unless otherwise provided, all notices given by one party to the other shall be sent by registered mail, overnight mail, or by telecopy and shall be effective upon receipt. However, routine communications, including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

5. CONTRACT DOCUMENTS

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

EXHIBIT A - Receipt Points  
EXHIBIT B - Delivery Points  
EXHIBIT C - Transportation Charge  
EXHIBIT D - Operational Terms and Conditions

(Continued on Sheet No. F-138.00)



# \_\_\_\_\_  
TRANSPORTATION AGREEMENT

THIS AGREEMENT entered into as of this 1st day of \_\_\_\_\_, 199 , by  
and between \_\_\_\_\_ ("Shipper"), having an office at \_\_\_\_\_  
and MICHIGAN CONSOLIDATED GAS COMPANY ("MichCon"),  
having its principal offices at 500 Griswold, Detroit, Michigan 48226;

RECITALS

- A. Shipper, has requested MichCon to transport gas on Shipper's behalf; and
- B. MichCon is willing to provide the requested transportation subject to the terms and conditions contained in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises, agreements and undertakings hereinafter set forth, Shipper and MichCon agree as follows:

ARTICLE I

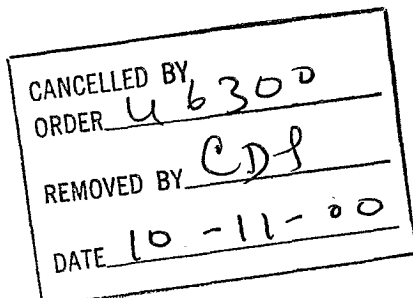
GAS TRANSPORTATION SERVICE

1.1 Shipper shall deliver or cause to be delivered to MichCon, natural gas for transportation, and MichCon shall receive, transport and redeliver Equivalent Quantities of natural gas to Shipper or for the account of Shipper up to a Maximum Daily Quantity (MDQ) of \_\_\_\_\_ Mcf. This transportation service shall be on a \_\_\_\_\_ Basis. Exhibit "C" attached to this Agreement and made part of it, sets forth on a more detailed basis the routing of transportation provided pursuant to this Agreement, by designation of the Point(s) of Receipt and Point(s) of Delivery, and specifies the portion of the MDQ which is agreed upon relative to each such Receipt and Delivery Point(s).

1.2 MichCon at its sole option, may, if tendered by Shipper, transport daily quantities in excess of the MDQ.

1.3 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

(Continued on Sheet No. F-138.00)



(Continued From Sheet No. F-137.00)

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, § D-16.6, this Agreement may be modified or amended only in writing and 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: \_\_\_\_\_

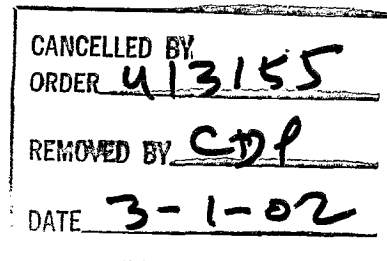
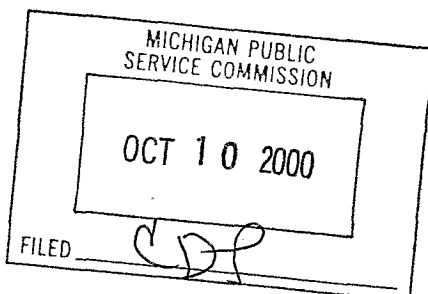
\_\_\_\_\_  
Shipper

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

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

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06/04/98

(Continued on Sheet No. F-139.00)





(Continued from Sheet No. F-137.00)

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. 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.

ARTICLE II

POINT(S) OF RECEIPT

2.1 Shipper shall deliver or cause to be delivered natural gas at the Point(s) of Receipt set forth in Exhibit "A", which is attached to this Agreement and made part of it.

ARTICLE III

POINT(S) OF DELIVERY

3.1 MichCon shall redeliver to Shipper, or for the account of Shipper, Equivalent Quantities of natural gas at the Point(s) of Delivery set forth on Exhibit "B", which is attached to this Agreement and made part of it.

ARTICLE IV

TERM

4.1 The initial term of this Agreement shall be a period of year(s) commencing on the date of this Agreement. Thereafter, the term of this Agreement shall be automatically extended for successive periods of one month, unless and until terminated pursuant to Section 4.2.

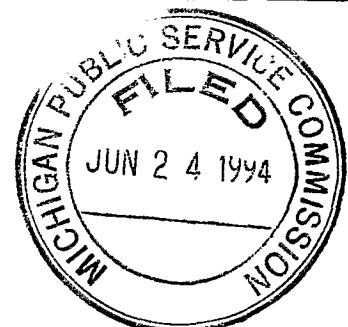
4.2 This Agreement may be terminated by either party at the end of the initial term or thereafter by either party giving 30 days prior written notice to the other party.

11/93

2

(Continued on Sheet No. F-139.00)

CANCELLED BY	
ORDER	46300
REMOVED BY	CDP
DATE	10-11-00



(Continued From Sheet No. F-138.00)

**EXHIBIT "A"**

Receipt Point

Facility Name

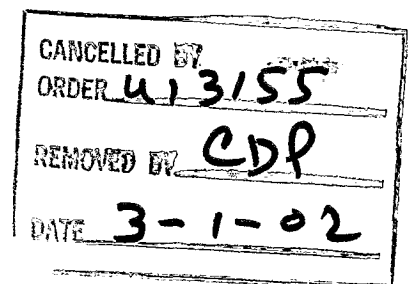
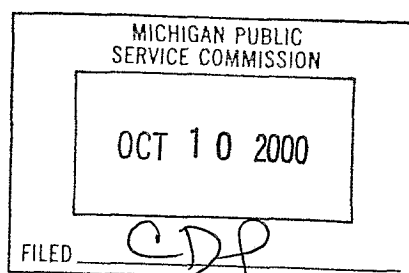
Meter Name

Receipt Point MDO

Effective Date:

+++ End of Exhibit A +++

(Continued on Sheet No. F-140.00)



(Continued from Sheet No. F-138.00)

ARTICLE V

TRANSPORTATION CHARGE

5.1 Shipper shall pay MichCon the charges specified in Exhibit "C" for all transportation hereunder.

ARTICLE VI

GENERAL TERMS & CONDITIONS

6.1 This Agreement is subject to the General Terms and Conditions, which are attached hereto as Exhibit "D" and made part hereof.

ARTICLE VII

NOTICE

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

Shipper:

Telephone: ( ) -  
Telecopy: ( ) -

MichCon:

Payments: As directed on the invoice

Nominations: Manager, Transportation & Exchange  
All Other: Manager, Gas Supply Services

Michigan Consolidated Gas Company  
500 Griswold Street, 26th Floor  
Detroit, Michigan 48226  
Telephone: (313) 256-5278  
Telecopy: (313) 256-6416

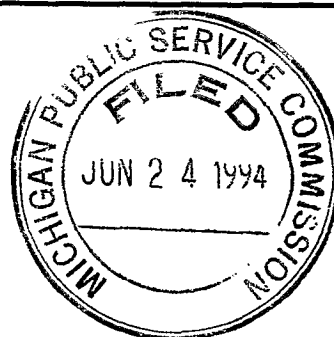
7.2 Either party may change its address under this Agreement by notice to the other party. Unless otherwise provided, all notices given by one party to the other shall be sent by registered mail, overnight mail or by telecopy and shall be effective upon receipt. However, routine communications, including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

11/93

3

(Continued on Sheet No. F-140.00)

CANCELLED BY	ORDER	46300
REMOVED BY	CDF	
DATE	10-11-00	



(Continued From Sheet No. F-139.00)

**EXHIBIT "B"**

Delivery Point

Facility Name

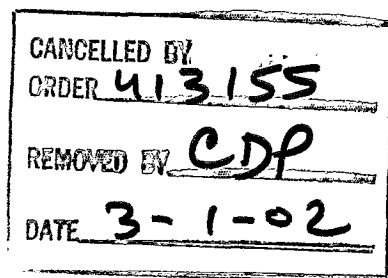
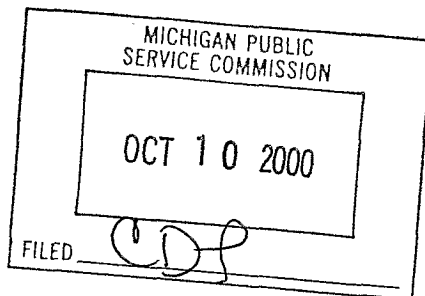
Meter Name

Delivery Point MDQ

Effective Date:

+++ End of Exhibit B +++

(Continued on Sheet no. F-141.00)



(Continued from Sheet No. F-139.00)

IN WITNESS WHEREOF, the parties have caused this Agreement to be  
executed in counterparts, each of which is an original and all of which are  
identical, as of the day and year first above written.

MICHIGAN CONSOLIDATED GAS COMPANY

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

Title: Senior Vice President

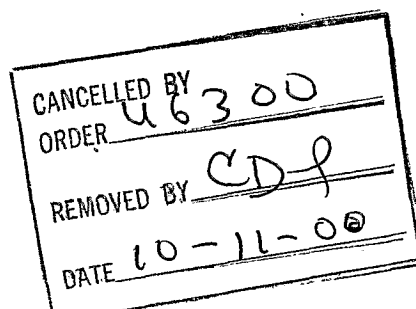
By: \_\_\_\_\_

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

11/93

4

(Continued on Sheet No. F-141.00)



(Continued From Sheet No. F-140.00)

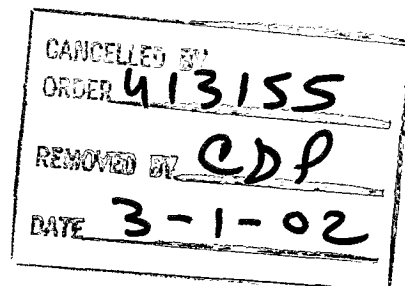
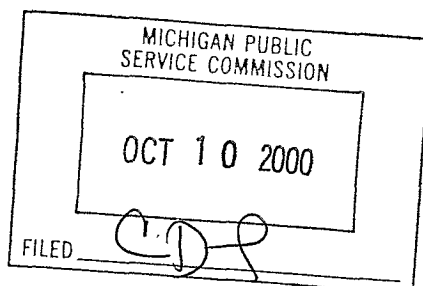
EXHIBIT "C"  
Transportation Charge

Effective Date:

+++ End of Exhibit C +++

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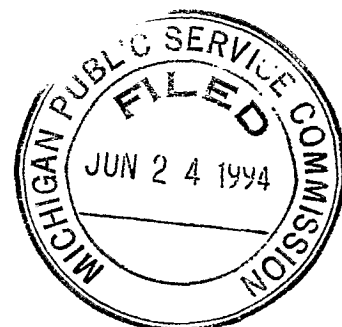
EXHIBIT "A"

11/93

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(Continued on Sheet No. F-142.00)

CANCELLED BY	
ORDER	46300
REMOVED BY	CDP
DATE	10-11-08



(Continued From Sheet No. F-141.00)

**EXHIBIT "D"**

General Terms and Conditions

SECTION I

DEFINITIONS

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.

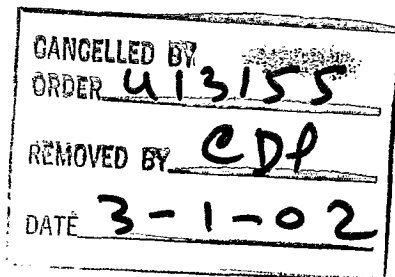
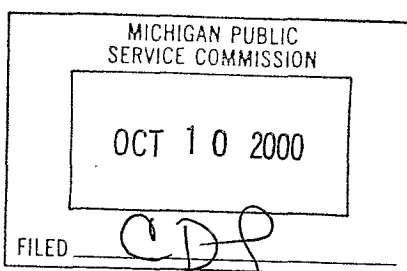
D-1.4 The term "Dekatherm" of "Dth" means the quantity of heat energy equivalent to 1,000,000 Btu.

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.

Exhibit D  
Page 1 of 12

(Continued on Sheet No. F-143.00)





(Continued from Sheet No. F-141.00)

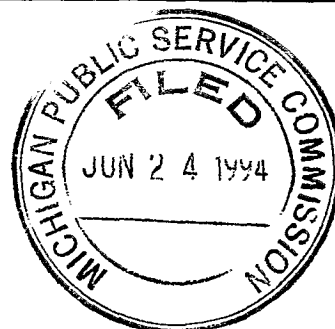
EXHIBIT "B"

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6

(Continued on Sheet No. F-143.00)

CANCELLED BY	
ORDER	46300
REMOVED BY	CDP
DATE	10-11-00



(Continued From Sheet No. F-142.00)

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.

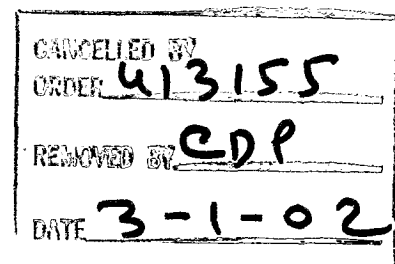
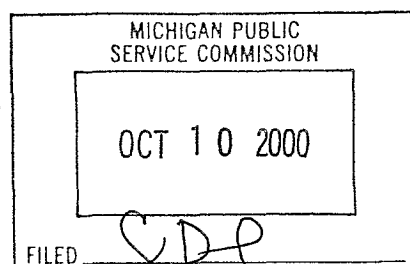
D-1.12 The term "Service Day" means the Day during which Shipper receives transportation service pursuant to a nomination in accordance with Section II of this Exhibit D.

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.

Exhibit D  
Page 2 of 12

(Continued on Sheet No. F-144.00)



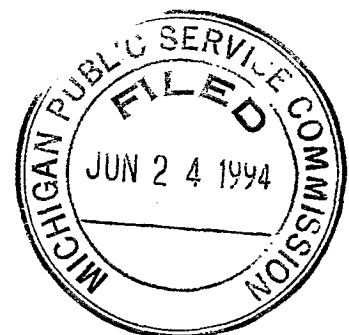
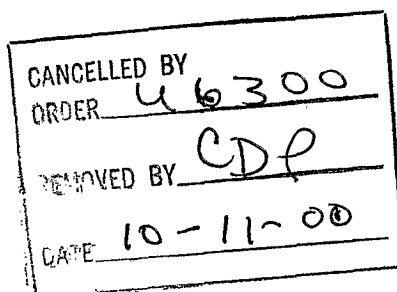
(Continued from Sheet No. F-142.00)

EXHIBIT "C"

11/93

7

(Continued on Sheet No. F-144.00)



(Continued From Sheet No. F-143.00)

SECTION II

NOMINATIONS, DELIVERIES

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.

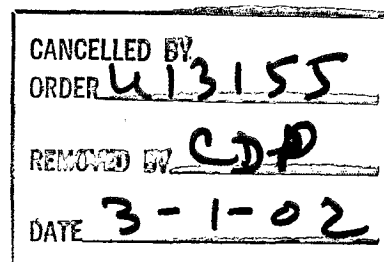
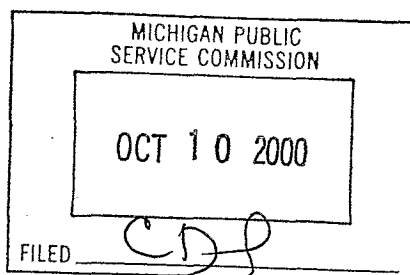
SECTION III

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.

Exhibit D  
Page 3 of 12

(Continued on Sheet No. F-145.00)



(Continued from Sheet No. F-143.00)

EXHIBIT "D"

GENERAL TERMS AND CONDITIONS

SECTION I

DEFINITIONS

D-1.1 The term "Day" shall mean a period of twenty-four (24) consecutive hours commencing at noon, local time, or such other time as may be mutually agreed upon.

D-1.2 The term "Month" means the period beginning at noon, local time, on the first day of a calendar month and ending at noon local time on the first day of the following calendar month.

D-1.3 The term "Equivalent Quantities" shall mean a delivered volume of gas containing an amount of volumes equal to the amount of gas received by MichCon for the account of Shipper less .9% retained by MichCon for use and loss.

D-1.4 The term "Maximum Daily Quantity" or "MDQ" shall mean the greatest number of Mcf's that MichCon is obligated to receive and/or deliver to or on behalf of Shipper on any day.

D-1.5 The term "Commission" shall mean the Michigan Public Service Commission or any successor regulatory authority having jurisdiction.

D-1.6 The term "Mcf" means one thousand cubic feet of gas at a base temperature of 60° Fahrenheit and a base pressure of 14.65 psia.

D-1.7 The term "MMcf" means 1,000 Mcf's.

D-1.8 "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.

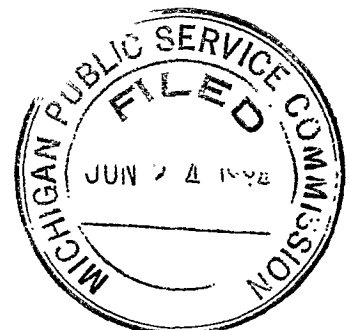
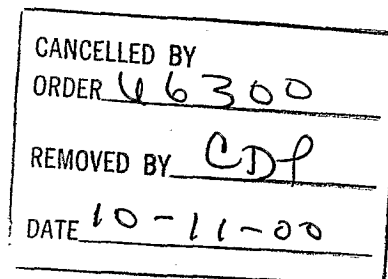
D-1.9 The term "Firm Basis" means that MichCon agrees to transport up to the MDQ each day during the term of the Agreement from the Point(s) of Receipt to the Point(s) of Delivery, except for reasons of Force Majeure.

D-1.10 The term "Interruptible Basis" means that this service may be wholly or partly interrupted, when in MichCon's sole judgement, interruption is necessary due, to operating conditions, unavailability of

11/93

8

(Continued on Sheet No. F-145.00)



(Continued From Sheet No. F-144.00)

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 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

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.

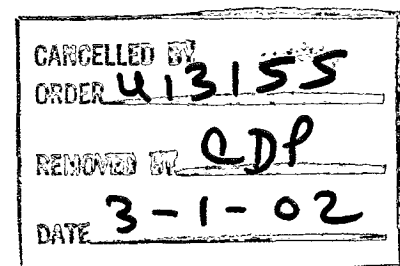
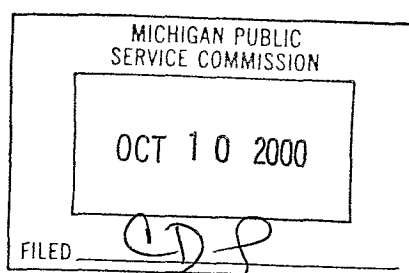
#### SECTION V

##### 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

Exhibit D  
Page 4 of 12

(Continued on Sheet No. F-146.00)



(Continued from Sheet No. F-144.00)

sufficient capacity on MichCon's system, or to the needs of MichCon's sales customers.

SECTION II

NOMINATIONS, DELIVERIES

D-2.1 Shipper shall notify MichCon's Transportation & Exchange Department at (313) 256-5955, not less than six working days prior to the first day of each month, of the quantity of gas, up to the MDQ, that Shipper shall cause to be delivered to MichCon for transportation during each day of the next month and the Point(s) of Receipt at which it will be delivered, and the Point(s) of Delivery at which it will be redelivered. On 24 hours advance notice to MichCon, Shipper may reschedule, with MichCon's approval, the daily volumes of gas to be delivered.

D-2.2 Prior to the commencement of service, if requested by MichCon, Shipper shall demonstrate to MichCon's satisfaction that it has downstream transportation agreements, and/or other necessary agreements with a third party sufficient to handle the volumes of gas proposed to be transported on the MichCon pipeline system.

D-2.3 To allow MichCon to efficiently operate its system, Shipper agrees to use its best efforts to deliver gas at uniform daily rates.

SECTION III

DISPOSITION OF GAS

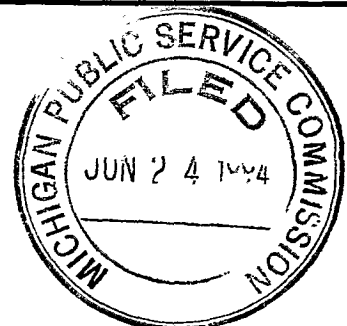
D-3.1 Because of the inability of MichCon and Shipper to maintain precise control over the rate of flow and volumes of gas to be received and delivered, continuous efforts shall be exercised to maintain the receipts and deliveries in balance. MichCon reserves the right to refuse deliveries at the Point(s) of Receipt or to increase or decrease deliveries at the Point(s) of Delivery to correct 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.

11/93

9

(Continued on Sheet No. F-146.00)

CANCELLED BY	ORDER	46300
REMOVED BY	CDF	
DATE	10-11-00	



(Continued From Sheet No. F-145.00)

Shipper, or for Shipper's account, at the Receipt Points and before it is redelivered by MichCon at the Delivery Points.

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

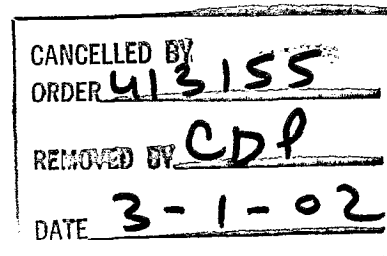
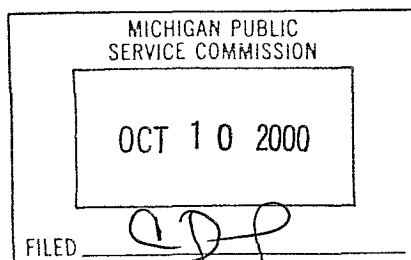
MEASUREMENT AND MONITORING

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.

Exhibit D  
Page 5 of 12

(Continued on Sheet No. F-147.00)





(Continued from Sheet No. F-145.00)

D-3.2 In the event Shipper creates an imbalance at the end of any month by either over or under deliveries of natural gas, an imbalance fee of \$0.10 may be charged for each Mcf that is over or under delivered.

D-3.3 If upon the termination of this Agreement, Shipper has not caused to be delivered to MichCon at the Point(s) of Receipt, quantities of gas that are volumetrically equal to those that Shipper has taken at the Point(s) of Delivery, 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 Cost Recovery Factor (pursuant to MichCon's Rules, Regulations and Rate Schedules on file with the Commission) for all such deficient volumes.

D-3.4 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

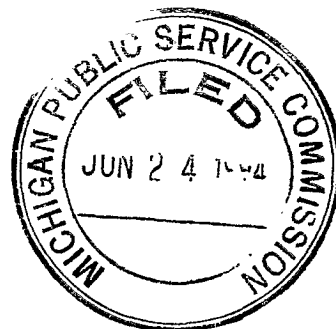
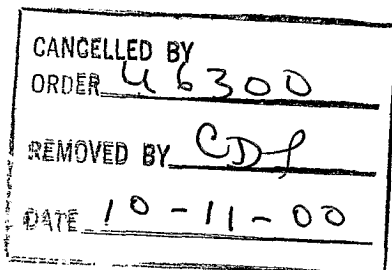
D-4.1 Firm transportation service will have priority over interruptible transportation service. In the event of insufficient capacity, resulting from Force Majeure, firm service will be curtailed or interrupted pro rata in accordance with contracted volumes and interruptible service will be curtailed or interrupted.

D-4.2 Where requests for interruptible transportation service exceed the capacity available for such service, MichCon will accept nominations from Shippers and allocate capacity in the order of rate paid, prior volumes shipped and the vintage date of the Contract, and Shipper shall be so advised. Interruptible capacity, for Shippers having the same rate and having the same contract date will be allocated on a pro rata basis.

11/93

10

(Continued on Sheet No. F-147.00)



(Continued From Sheet No. F-146.00)

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.

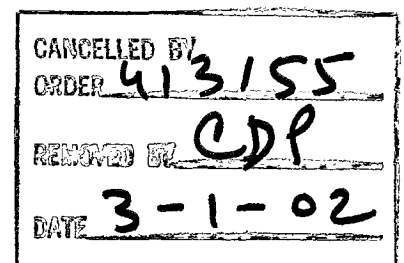
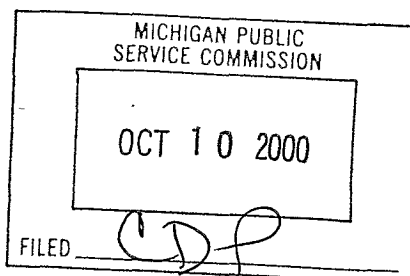
SECTION IX

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.

Exhibit D  
Page 6 of 12

(Continued on Sheet No. F-148.00)



(Continued from Sheet No. F-146.00)

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 Point(s) of Receipt and after it is redelivered by MichCon at the Point(s) of Delivery. 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 Point(s) of Receipt and before it is redelivered by MichCon at the Point(s) of Delivery.

SECTION VI

DELIVERY PRESSURE

D-6.1 Shipper shall deliver volumes of natural gas or cause volumes of natural gas to be delivered to MichCon at the Point(s) of Receipt at MichCon's prevailing line pressure. Shipper shall receive volumes of natural gas, or cause volumes of natural gas to be received by a third party transporter, at the Point(s) of Delivery at MichCon's prevailing line pressure.

SECTION VII

MEASUREMENT AND MONITORING

D-7.1 All quantities of gas received at the Point(s) of Receipt by MichCon for the account of Shipper shall be measured at the Point(s) of Receipt 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.

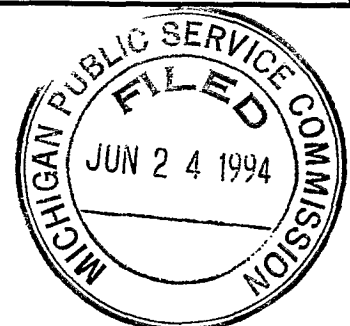
D-7.2 All quantities of gas delivered by MichCon to Shipper, or for the account of Shipper, will be measured at the Point(s) of Delivery by MichCon or its designee in accordance with, and shall comply with the measurement specifications contained in the Gas Measurement Committee Report

11/93

11

(Continued on Sheet No. F-148.00)

CANCELLED BY	ORDER <u>46300</u>
REMOVED BY	<u>CDP</u>
DATE	<u>10-11-00</u>



(Continued From Sheet No. F-147.00)

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

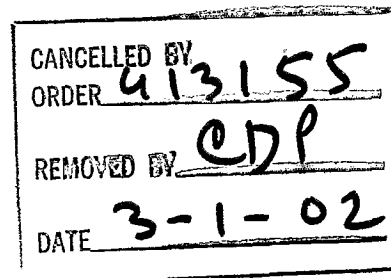
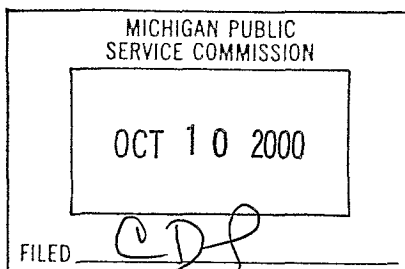
WARRANTY OF RIGHT TO DELIVER

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.

Exhibit D  
Page 7 of 12

(Continued on Sheet No. F-149.00)



(Continued from Sheet No. F-147.00)

#3, Natural Gas Department, American Gas Association, including the Appendix thereto, dated September 1985 and any subsequent amendments thereof.

SECTION VIII

QUALITY

D-8.1 All gas delivered by Shipper at the Point(s) of Receipt or redelivered by MichCon at the Point(s) of Delivery shall be Pipeline Quality Gas.

D-8.2 In the event the gas delivered by Shipper at the Receipt Point(s) or by MichCon at the Delivery Point(s) fails at any time to be Pipeline Quality Gas, 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 for delivery is Pipeline Quality Gas, MichCon or Shipper, as the case may be, shall resume taking delivery of gas.

SECTION IX

TAXES

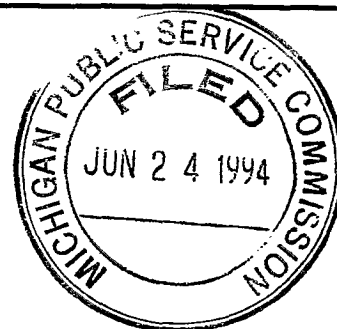
D-9.1 Shipper shall pay any taxes, tariffs, and duties however designated, levied, or charged resulting from this Agreement, including, without limitation, all state and local privilege or excise taxes and any amount in lieu of such taxes, tariffs and duties paid or payable by MichCon, exclusive however 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.

11/93

12

(Continued on Sheet No. F-149.00)

CANCELLED BY	ORDER	46300
REMOVED BY	QDF	
DATE	10-11-00	



(Continued From Sheet No. F-148.00)

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.

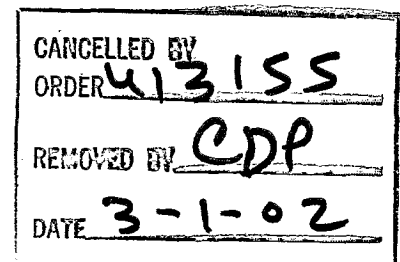
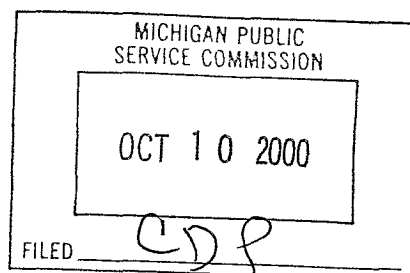
D-12.4 Should Shipper fail to pay any amount of any statement rendered by MichCon as herein provided when such amount is due, a late payment charge equal to 2% of the amount of the statement, net of taxes, not compounded, shall be added to the statement.

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

Exhibit D  
Page 8 of 12

(Continued on Sheet No. F-150.00)



(Continued from Sheet No. F-148.00)

SECTION X

CREDIT WORTHINESS

D-10.1 MichCon shall not be 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 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.

SECTION XII

BILLING AND PAYMENT

D-12.1 On or about the twentieth day of each calendar month, MichCon shall render a statement to Shipper for the total quantity of gas transported during the preceding calendar month. Shipper will pay MichCon on or before the 10th day after the statement is mailed, 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.

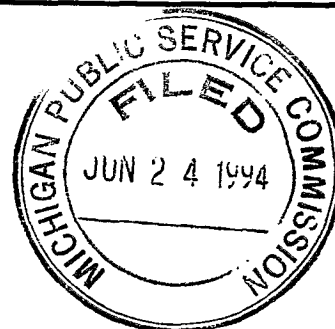
D-12.2 The statements rendered pursuant to this Agreement shall be denominated in U.S. Dollars (\$U.S.). All payments shall be made in \$U.S.

11/93

13

(Continued on Sheet No. F-150.00)

CANCELLED BY	
ORDER	46300
REMOVED BY	CDP
DATE	10-11-00



(Continued From Sheet No. F-149.00)

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.

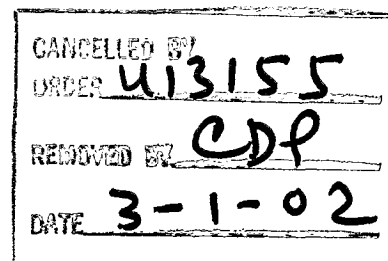
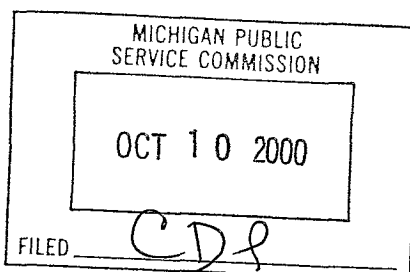
SECTION XIV

FORCE MAJEURE

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

Exhibit D  
Page 9 of 12

(Continued on Sheet No. F-151.00)





(Continued from Sheet No. F-149.00)

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

D-12.5 Should Shipper fail to pay any undisputed 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.

D-12.6 If Shipper shall find 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 said overcharge shall have been paid, and Shipper shall have made a claim therefor within 60 days from the date of discovery thereof, the overcharge, if verified, shall be refunded within 30 days. If MichCon shall find 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 such undercharge, and Shipper, upon verifying the same, shall pay such amount within 30 days.

SECTION XIII

NON-WAIVER OF FUTURE DEFAULTS

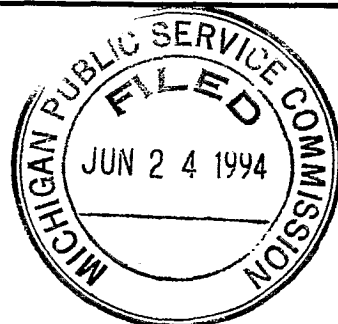
D-13.1 No waiver by either party of any one or more defaults by the other in the performance of any provision of this Agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or a different character.

11/93

14

(Continued on Sheet No. F-151.00)

CANCELLED BY	
ORDER	46300
REMOVED BY	CDF
DATE	10-11-00



(Continued From Sheet No. F-150.00)

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

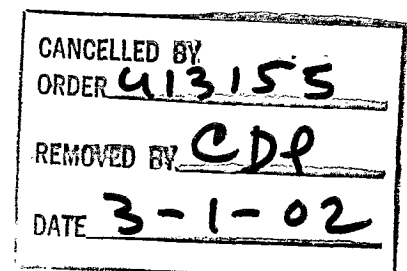
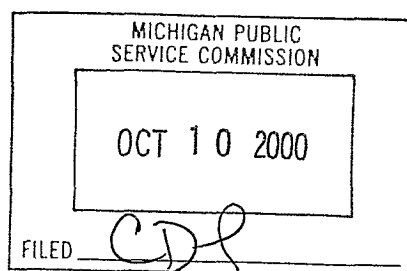
##### LAWS, ORDERS, RULES AND REGULATIONS

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.

Exhibit D  
Page 10 of 12

(Continued on Sheet No. F-152.00)



(Continued from Sheet No. F-150.00)

SECTION XIV

FORCE MAJEURE

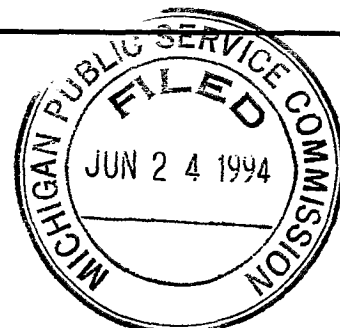
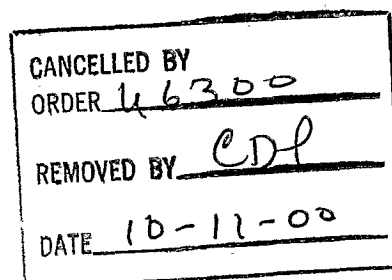
D-14.1 Neither Shipper nor MichCon shall be liable in damages, or in any other remedy, legal or equitable, to the other for any act, omission or circumstances occasioned by or in consequence of any acts of God, strikes, lockouts, acts of the public enemy, wars, sabotage, blockades, insurrections, riots, 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 alterations to machinery or lines of pipe, line freezups, 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 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 the control of the party claiming suspension.

D-14.2 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 contributing 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.

11/93

15

(Continued on Sheet No. F-152.00)



(Continued From Sheet No. F-151.00)

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 PROVISIONS

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.

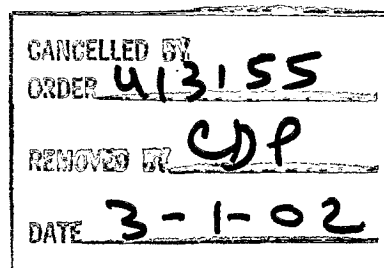
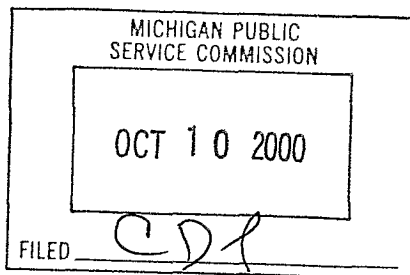
D-16.2 Limit of Liability: Neither party shall be liable to the other party for consequential, incidental, exemplary, punitive, or indirect damages, lost profits or other business interruption damages, arising out of the performance or non-performance of any obligation under this Agreement, by statute,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

Exhibit D  
Page 11 of 12

(Continued on Sheet No. F-153.00)



(Continued from Sheet No. F-151.00)

SECTION XV

LAWS, ORDERS, RULES AND REGULATIONS

D-15.1 The performance by the parties of their obligations set forth in this Agreement shall be subject to all valid and applicable laws, orders, rules and regulations of any duly constituted authority having jurisdiction. MichCon may seek authorization from the Commission or other appropriate body for such change to any rate(s) and terms set forth in this Agreement or in any applicable Rate Schedule, as may be found necessary to assure MichCon just and reasonable rates. Either party shall have the right to contest the validity of any such change, 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.

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 regulations of the Federal Energy Regulatory Commission.

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

SECTION XVI

MISCELLANEOUS PROVISIONS

D-16.1 Assignment: Shipper shall not broker, assign, convey or transfer its interests under this Agreement without the prior written consent of MichCon. Either Shipper or MichCon may, however, without relieving itself

11/93

16

(Continued on Sheet No. F-153.00)

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DATE	10-11-00



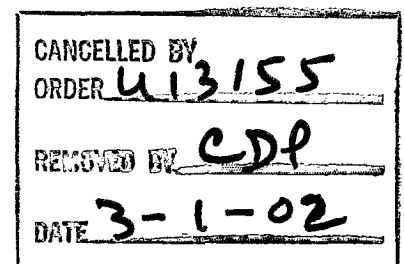
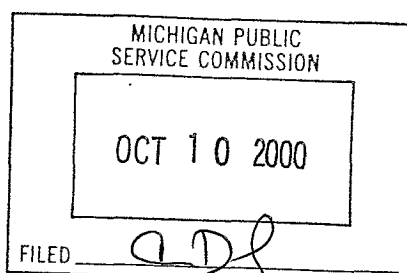
(Continued From Sheet No. F-152.00)

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" \*\*\*

Exhibit D  
Page 12 of 12



(Continued from Sheet No. F-152.00)

of its obligations under this Agreement, assign any of its rights and obligations hereunder to a corporation with which it is affiliated at the time of such assignment.

D-16.2 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.

D-16.3 Gender, Number and Internal References: Unless the context otherwise requires, words importing the singular include the plural and vice versa, and words importing gender include all genders. The words "herein", "hereunder" and words of similar import refer to the entirety of this Agreement and not only to the Section in which such use occurs.

D-16.4 Successors and Assigns: This Agreement shall be binding upon and shall enure to the benefit of the parties hereto and their respective successors and permitted assigns.

D-16.5 Counterparts: This Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an originally executed copy, and it shall not be necessary to produce all counterparts in order to prove this Agreement.

D-16.6 Reorganization: Any company which shall succeed by purchase, merger, or consolidation to the properties, substantially as an entirety, of Shipper or of MichCon, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Agreement.

D-16.7 Entirety: 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. This Agreement may be modified or amended only by a writing duly executed by both parties.

11/93

17

(Continued on Sheet No. F-154.00)

CANCELLED BY	ORDER 46300
REMOVED BY	CDP
DATE	10-11-00



**GAS STORAGE AGREEMENT**

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, 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

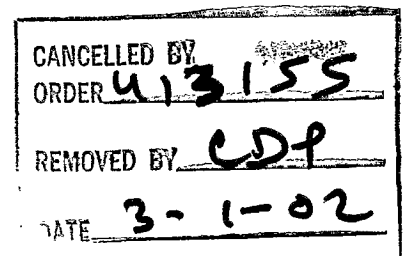
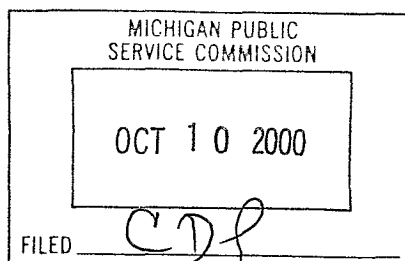
Whereas, MichCon is willing to provide the requested storage service subject to the terms  
and conditions contained in this Agreement;

THEREFORE, Customer and MichCon agree as follows:

**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. F-155.00)





(Continued from Sheet No. F-153.00)

D-16.8 The terms of this Contract will remain strictly confidential except as required by any government or regulatory body having jurisdiction or unless the parties to this Contract otherwise agree in writing.

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

11/93

18

CANCELLED BY	ORDER <u>46300</u>
REMOVED BY	<u>CDJ</u>
DATE	<u>10-11-00</u>



(Continued From Sheet No. F-154.00)

Annual Contract Quantity (ACQ) \_\_\_\_\_ Bcf  
Maximum Daily Injection Quantity (MDIQ) \_\_\_\_\_ MMcf/d  
Maximum Daily Withdrawal Quantity (MDWQ) \_\_\_\_\_ MMcf/d  
Maximum Contract Cycled Quantity (MCCQ) \_\_\_\_\_ Bcf  
(equals \_\_\_\_\_ times ACQ)

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.

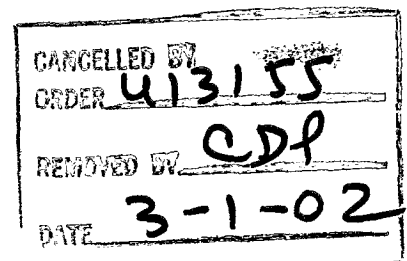
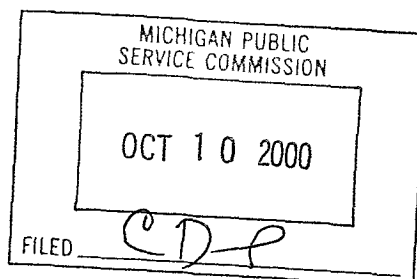
1.4 Notwithstanding Section 1.1, and unless MichCon agrees otherwise, Customer is not entitled to withdraw the MDWQ during the Months of February and March unless it retains at least 20% of ACQ in storage during that Month (the "Minimum Balance"). If it retains less than the Minimum Balance during the 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	_____ MMcf/d
<15% - >10% of ACQ	_____ MMcf/d
<10% - >5% of ACQ	_____ MMcf/d
<5% - >0% of ACQ	_____ MMcf/d

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. F-156.00)



Gas Storage Agreement

This Agreement, made and entered into as of the 1st day of April, 1994, by and between XYZ Company ("Customer"), having an office at 221 B Baker Street, London, England 90210 and Michigan Consolidated Gas Company ("MichCon"), having its principal office at 500 Griswold, Detroit, Michigan 48226;

Recitals

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

Whereas, MichCon currently has storage capacity in excess of its market requirements; 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;

NOW, THEREFORE, in consideration of the mutual promises, agreements and undertakings hereinafter set forth, Customer and MichCon agree as follows:

ARTICLE I

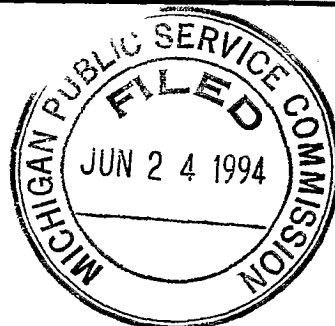
GAS STORAGE SERVICE

1.1 During each Summer Period, Customer will cause natural gas to be delivered to MichCon at the Point(s) of Receipt, and MichCon shall accept for storage and store, a volume of gas up to the Annual Contract Quantity, together with a volume of gas equivalent to .9% of such deliveries to MichCon. MichCon shall retain .9% of all deliveries as compensation for its compressor fuel usage. Such deliveries by Customer shall not exceed a Maximum Daily Injection Quantity of \_\_\_ MMCF per day, except that Customer may, with MichCon's concurrence, deliver volumes in excess of the Maximum Daily Injection Quantity.

1.2 During each Winter Period, MichCon will redeliver at the Point(s) of Delivery,

(Continued on Sheet No. F-156.00)

CANCELLED BY	ORDER 46300
REMOVED BY	CDL
DATE	10-11-00



(Continued From Sheet No. F-155.00)

**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.

**3. TERM**

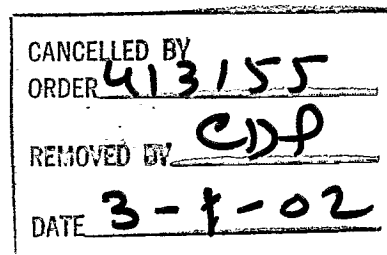
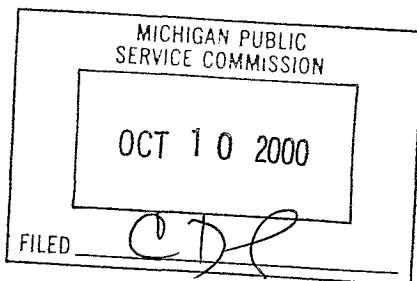
3.1 This Agreement shall commence on \_\_\_\_\_ and terminate on \_\_\_\_\_.

**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 \_\_\_\_\_.

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

(Continued on Sheet No. F-157.00)



(Continued from Sheet No. F-155.00)

such volume of gas up to the Annual Contract Quantity, as Customer may request. Such redeliveries shall not exceed a Maximum Daily Withdrawal Quantity of: (1) \_\_\_ MMCF per day until 85% of the Annual Contract Quantity has been withdrawn or until March 1, whichever shall occur first; and thereafter (2) \_\_\_ MMCF per day. Customer may request volumes of gas in excess of the Maximum Daily Withdrawal Quantity. MichCon may, at its sole option, deliver those requested excess volumes.

1.3 At its option, Customer may elect to defer the redelivery of all or any part of the gas stored hereunder from one Winter Period to the next Winter Period during the term of this Agreement by giving MichCon notice of such election before the fifteenth day of January with respect to volumes required to be taken in January; before the tenth day of February with respect to volumes required to be taken in February; and before the first day of March with respect to volumes deliverable in March. Moreover, the volumes so deferred and remaining in storage on March 31 of each Winter Period shall be deemed, for all purposes of this Agreement, to have been delivered by Customer to MichCon for storage in the next succeeding Summer Period, except that no compressor fuel need be furnished with respect to such deferred volumes unless and to the extent that such deferred volumes remaining in storage exceed 40% of the Annual Contract Quantity. As to such volumes in excess of 40% of the Annual Contract Quantity, Customer shall furnish 2.0% of such excess as compressor fuel to permit cycling of such excess in order that storage capacity may be maintained.

1.4 The Annual Contract Quantity shall be \_\_\_ MMCF of natural gas.

1.5 Customer may request deliveries of gas to MichCon in excess of the Maximum Daily Injection Quantity, or redeliveries of gas from MichCon in excess of the Maximum Daily Withdrawal Quantity. MichCon, at its sole discretion, may honor Customer's request.

1.6 Customer may request deliveries of gas to MichCon on any day during the Winter Period, or redeliveries of gas from MichCon on any day during the Summer Period. MichCon, at its sole discretion, may honor Customer's request.

1.7 At no time shall Customer have a volume of gas in storage in excess of the Annual Contract Quantity.

CANCELLED BY ORDER <u>46300</u>
REMOVED BY <u>CDP</u>
DATE <u>10-11-00</u>



(Continued From Sheet No. F-156.00)

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:

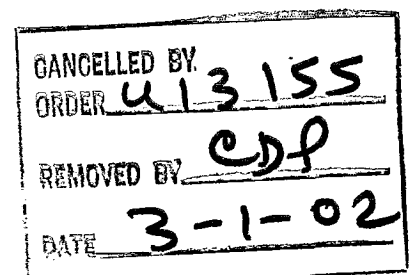
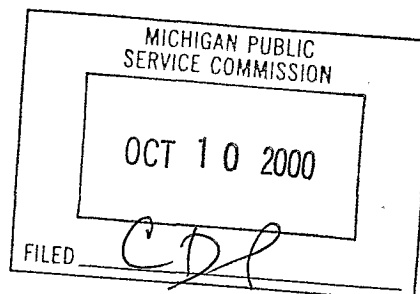
Payments: As directed on the invoice  
  
All other: Michigan Consolidated Gas Company  
500 Griswold Street, 26th Floor  
Detroit, Michigan 48226  
Attn: Director, Gas Supply & Transportation Services

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. F-158.00)



(Continued from Sheet No. F-156.00)

1.8 Customer shall not request, and MichCon shall not accept, both delivery to and redelivery from storage during the same Day.

ARTICLE II

POINT(S) OF RECEIPT

2.1 Customer shall deliver or cause to be delivered natural gas at the Point(s) of Receipt set forth in Exhibit "A", which is attached to this Agreement and made part of it.

ARTICLE III

POINT(S) OF DELIVERY

3.1 MichCon shall redeliver to Customer, or for the account of Customer at the Point(s) of Delivery as shown on Exhibit "B", which is attached to this Agreement and made part of it.

ARTICLE IV

TERM

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

ARTICLE V

STORAGE SERVICE CHARGE

5.1 Customer shall pay MichCon for the storage service provided for hereunder a charge of \$ \_\_\_\_\_ per month through the term of this Agreement.

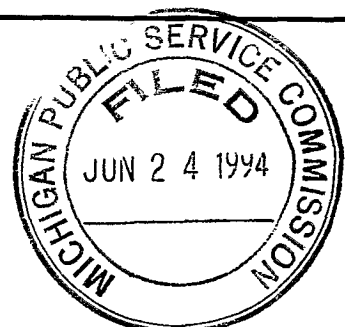
ARTICLE VI

GENERAL TERM & CONDITIONS

6.1 This Agreement is subject to the General Terms and Conditions, which are attached hereto as Exhibit "C" and made part hereof.

ARTICLE VII

CANCELLED BY	ORDER <u>U 6300</u>
REMOVED BY	<u>CDJ</u>
DATE	<u>10-11-00</u>



(Continued From Sheet No. F-157.00)

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**

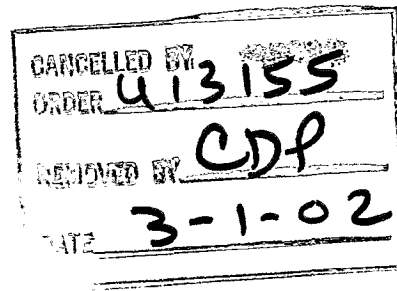
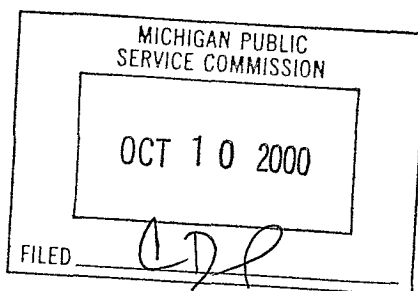
By \_\_\_\_\_

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

By \_\_\_\_\_

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

(Continued on Sheet No. F-159.00)





(Continued from Sheet No. F-157.00)

ARTICLE VII

NOTICE

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

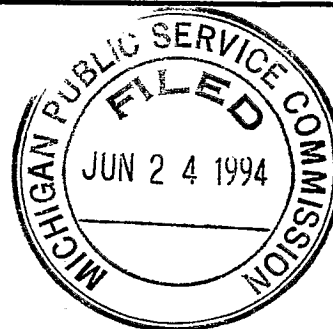
Customer: XYZ Company  
221 B Baker Street  
London, England 90210  
Attn:

MichCon:  
Payments: As directed on the invoice

All other: Michigan Consolidated Gas Company  
500 Griswold Street, 26th Floor  
Detroit, Michigan 48226  
Attn: Senior Vice President, Gas Operations

7.2 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.

CANCELLED BY	ORDER <u>U6200</u>
REMOVED BY	<u>CDP</u>
DATE	<u>10-11-90</u>



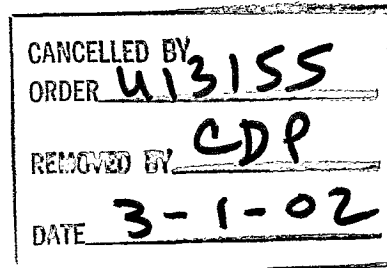
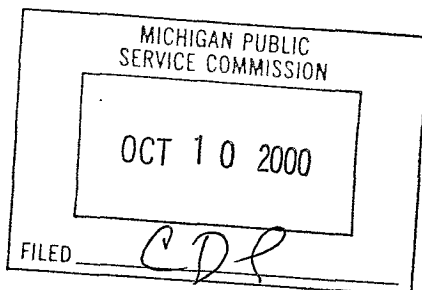
(Continued From Sheet No. F-158.00)

EXHIBIT "A"  
Receipt Point(s)

Facility Name

Receipt Point MDQ

(Continued on Sheet No. F-160.00)



(Continued from Sheet No. F-158.00)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed  
in counterparts, each of which is an original and all of which are identical, as of the  
day and year first above written.

MICHIGAN CONSOLIDATED GAS COMPANY

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

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

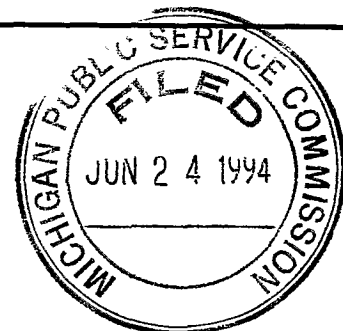
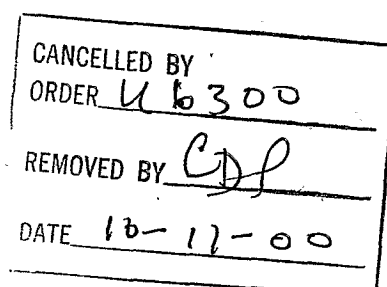
XYZ COMPANY

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

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

5

(Continued on Sheet No. F-160.00)



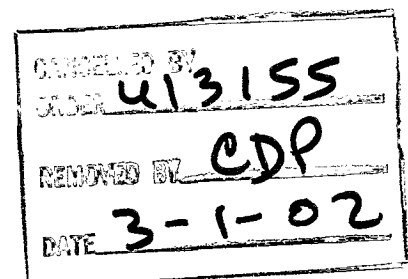
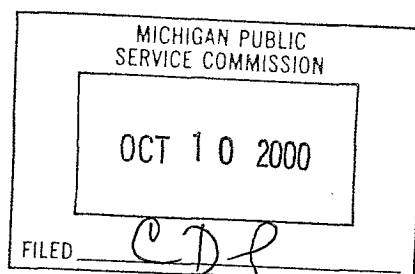
(Continued From Sheet No. F-159.00)

EXHIBIT "B"  
Delivery Point(s)

Facility Name

Delivery Point MDQ

(Continued on Sheet No. F-161.00)

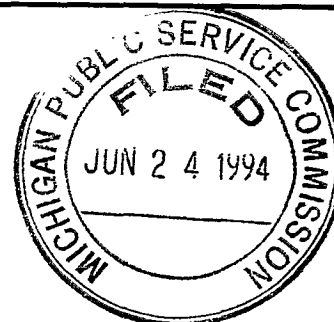
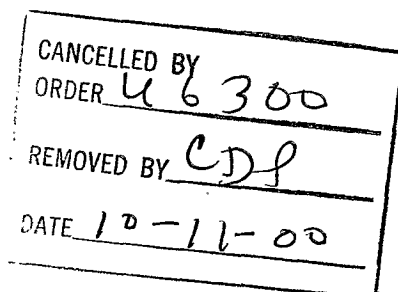


(Continued from Sheet No. F-159.00)

EXHIBIT "A"

Point(s) of Receipt

<u>Facility Name</u>	<u>Meter Name</u>
1. MichCon/ANR Pipeline Interconnect in Washtenaw County, Michigan (Interruptible Receipts Only)	"Willow Run"
2. MichCon/ANR Pipeline Interconnect in Mecosta County, Michigan	"Woolfolk"
3. MichCon/Great Lakes Interconnect in St. Clair County, Michigan	"Belle River Mills"
4. MichCon/Shell Western E&P Inc. Interconnect at the outlet of the SWEPI Kalkaska Gas Processing Plant.	"SWEPI Kalkaska Plant"
5. MichCon/Panhandle Eastern Pipe Line Interconnect in Wayne County, Michigan (Interruptible Receipt Only)	"River Rouge"



(Continued From Sheet No. F-160.00)

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 "Contract Year" means the one-year period from April 1 through March 31, except that the period from \_\_\_\_\_ through \_\_\_\_\_ shall also be considered a Contract Year.

C-1.3 The term "Day" means a period of twenty-four (24) consecutive hours commencing at 12:00 P.M. Eastern Standard Time.

C-1.4 The term "Maximum Contract Cycle Quantity" or "MCCQ" is the maximum volume that can be withdrawn within a Contract Year and shall be equal to \_\_\_\_\_ times the ACQ.

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.

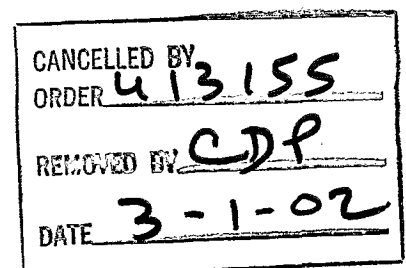
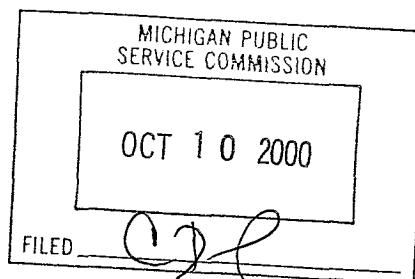
C-1.8 The term "Mcf" means 1,000 cubic feet of gas at a base temperature of 60 degrees Fahrenheit and a base pressure of 14.65 pounds per square inch absolute (psia).

C-1.9 The term "MMcf" means 1,000,000 cubic feet of gas.

C-1.10 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.

EXHIBIT C  
Page 1 of 11

(Continued on Sheet No. F-162.00)



(Continued from Sheet No. F-160.00)

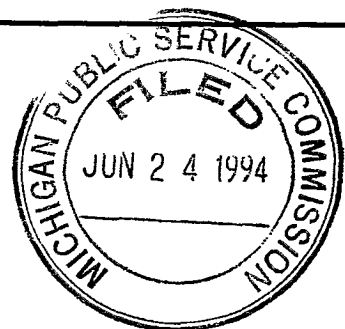
EXHIBIT "B"

Point(s) of Delivery

<u>Facility Name</u>	<u>Meter Name</u>
1. MichCon Intrastate City Gate Facilities (Subsequent transportation behind city gate performed pursuant to MichCon's On-System Transportation Tariffs.)	"MichCon City Gate"
2. MichCon/ANR Pipeline Interconnect in Mecosta County, Michigan	"Woolfolk"
3. MichCon/Great Lakes Interconnect in St. Clair County, Michigan	"Belle River Mills"
4. MichCon/Consumers Power Interconnect in Wayne County Michigan (Interruptible Deliveries Only)	"Northville"

(Continued on Sheet No. F-162.00)

CANCELLED BY	
ORDER	46300
REMOVED BY	CDP
DATE	10-11-00



(Continued From Sheet No. F-161.00)

C-1.11 The term "MPSC" or "Commission" means the Michigan Public Service Commission or any successor regulatory authority having jurisdiction.

SECTION II  
NOMINATIONS, DELIVERIES

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.

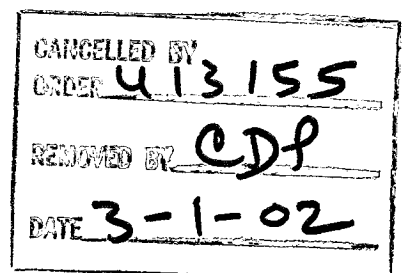
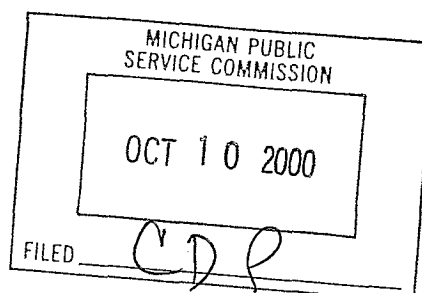
C-2.2 Because of the inability of Customer and MichCon to maintain precise control over the rates of flow and volumes of gas to be delivered and redelivered hereunder, continuous efforts shall be exercised to maintain the deliveries and redeliveries within a plus or minus variation of 2% of the scheduled 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 Customers the 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

EXHIBIT C  
Page 2 of 11

(Continued on Sheet No. F-163.00)





(Continued from Sheet No. F-161.00)

EXHIBIT "C"

General Terms and Conditions

Section I

Definitions

C-1.1 The term "Day" shall mean a period of twenty-four (24) consecutive hours commencing at noon, local time, or such other time as may be mutually agreed upon.

C-1.2 The term "Month" means the period beginning at noon, local time, on the first day of a calendar month and ending at noon local time on the first day of the following calendar month.

C-1.3 The term "Equivalent Quantities" shall mean a volumetrically equivalent amount of gas.

C-1.4 The term "Annual Contract Quantity" or "ACQ" shall mean the greatest volume of natural gas that MichCon is obligated to store for Customer.

C-1.5 The term "MPSC" or "Commission" shall mean the Michigan Public Service Commission or any successor regulatory authority having jurisdiction.

C-1.6 The term "MCF" shall mean one thousand cubic feet of gas at a base temperature of 60° Fahrenheit and a base pressure of 14.65 pounds per square inch absolute.

C-1.7 The term "MMCF" means 1,000 MCF's.

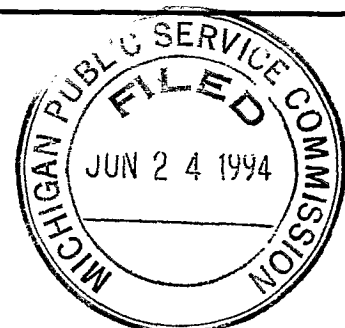
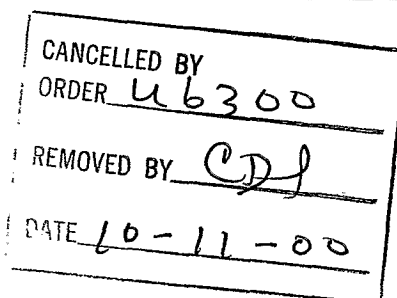
C-1.8 The term "Summer Period" shall mean the period from April 1 through October 31 of a calendar year.

C-1.9 The term "Winter Period" shall mean the period from November 1 of a calendar year through March 31 of the following calendar year.

SECTION II

NOMINATIONS, DELIVERIES

C-2.1 Customer shall notify MichCon's Transportation & Exchange Department at (313) 256-5955, not less than six working days prior to the first Day of each Month, of the quantity of gas, that Customer shall cause to be delivered to MichCon for storage or wishes to have redelivered from storage during each Day of the next



(Continued From Sheet No. F-162.00)

the credit exceeds the total charges in that statement, the difference shall be paid by MichCon to Customer.

SECTION IV  
POSSESSION AND RESPONSIBILITY

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

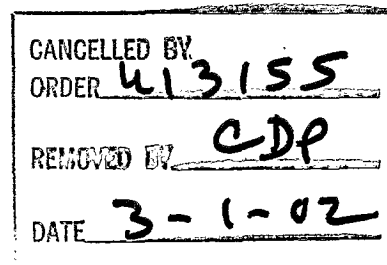
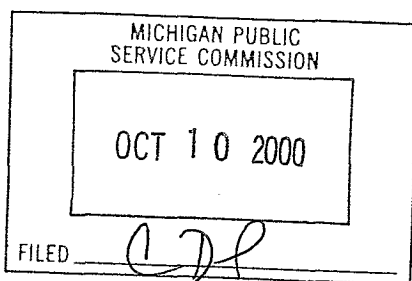
C-5.1 Customer shall deliver natural gas or cause natural gas to be delivered to MichCon at the Receipt Points at a pressure sufficient for such gas to enter MichCon's system. Customer shall receive natural gas, or cause natural gas to be received by a third party transporter, at the Delivery Points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

EXHIBIT C  
Page 3 of 11

(Continued on Sheet No. F-164.00)



(Continued from Sheet No. F-162.00)

Month. Such daily volumes shall not exceed the Maximum Daily Injection Quantity or Maximum Daily Withdrawal Quantity. On 24 hours advance notice to MichCon, Customer may reschedule, with MichCon's approval, the daily volumes of gas to be delivered at the Point(s) of Receipt or redelivered at the Point(s) of Delivery but not in excess of the Maximum Daily Injection Quantity or Maximum Daily Withdrawal Quantity without MichCon's prior approval.

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

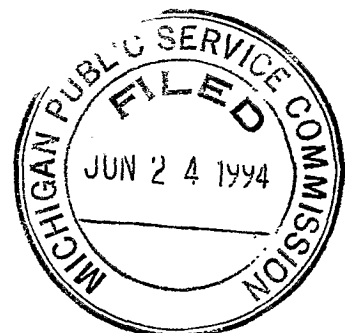
C-3.1 Customer shall request the withdrawal of all of its gas in storage for delivery to the Point(s) of Delivery on or before the last Day of the term of this Agreement. If, upon the termination of this agreement, Customer has not requested the withdrawal of all of its gas in storage, then the remaining volumes shall be deemed sold to MichCon at a rate of \$1.50 per Mcf. 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

C-4.1 As between MichCon and Customer, Customer shall be deemed 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 Point(s) of Receipt and after it is delivered by MichCon at the Point(s) of Delivery. 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

CANCELLED BY	66300
ORDER	
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DATE	10-11-00



(Continued From Sheet No. F-163.00)

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

## SECTION VII

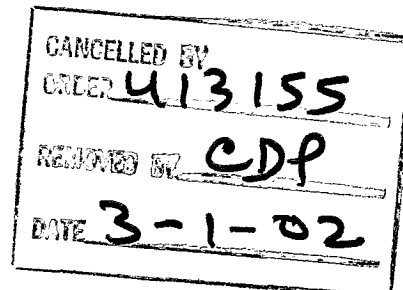
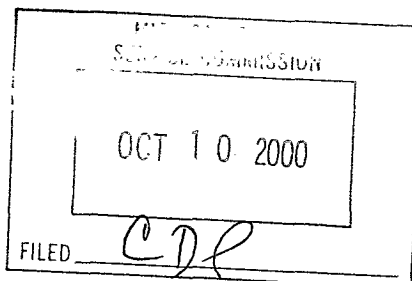
### QUALITY

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 fifty (1,050) 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;

EXHIBIT C  
Page 4 of 11

(Continued on Sheet No. F-165.00)



(Continued from Sheet No. F-163.00)

Customer's account, at the Point(s) of Receipt and before it is delivered by MichCon at the Point(s) of Delivery.

SECTION V

DELIVERY PRESSURE

C-5.1 Customer shall deliver quantities of natural gas or cause quantities of natural gas to be delivered to MichCon at the Point(s) of Receipt at a pressure sufficient for such gas to enter MichCon's system. Customer shall receive quantities of natural gas, or cause quantities of natural gas to be received by a third party transporter, at the Point(s) of Delivery 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 Point(s) of Receipt by MichCon for the account of Customer shall be measured at the Point(s) of Receipt 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 Point(s) of Delivery by MichCon to Customer, or for the account of Customer, shall be measured at the Point(s) of Delivery by MichCon, or its designee, in accordance with and in compliance with the measurement specifications contained in the Gas Measurement Committee Report #3.

SECTION VII

QUALITY

C-7.1 All gas delivered by Customer at the Point(s) of Receipt or redelivered by MichCon at the Point(s) of Delivery:

- 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 fifty (1,050) British thermal units per cubic foot.

CANCELLED BY	ORDER <u>46300</u>
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DATE	<u>10-11-00</u>



(Continued From Sheet No. F-164.00)

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 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;

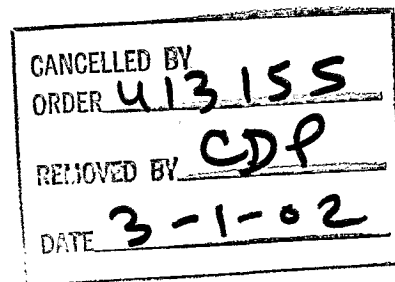
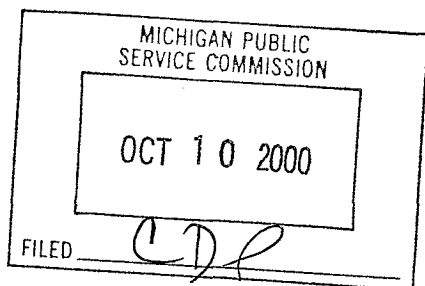
h) Shall not contain more than three percent (3%) by volume of nitrogen.

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

EXHIBIT C  
Page 5 of 11

(Continued on Sheet No. F-166.00)



(Continued from Sheet No. F-164.00)

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 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;

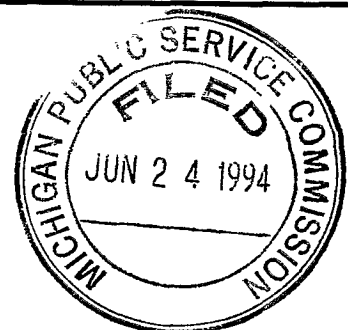
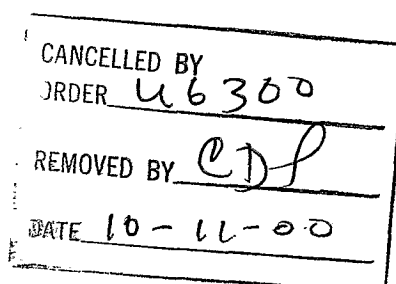
f) Shall not contain as nearly as practicable any free water nor contain more than five (5) pounds of water vapor per million cubic feet of gas;

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 Point(s) or by

(Continued on Sheet No. F-166.00)



(Continued From Sheet No. F-165.00)

WARRANTY OF RIGHT TO DELIVER

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, 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

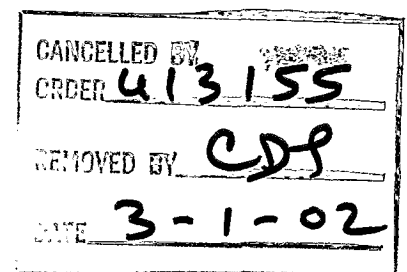
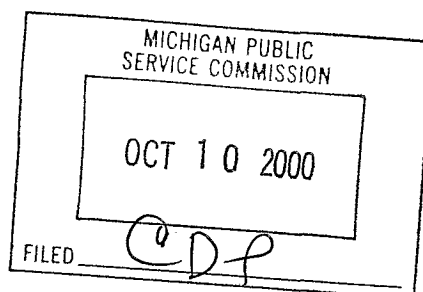
BILLING AND PAYMENT

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.

EXHIBIT C  
Page 6 of 11

(Continued on Sheet No. F-167.00)





(Continued from Sheet No. F-165.00)

MichCon at the Delivery Point(s) 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

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.

SECTION IX

BILLING AND PAYMENT

C-9.1 On or about the twelfth Day of each calendar month, MichCon shall render a statement to Customer for the service provided during the preceding calendar Month. Customer will pay MichCon on or before the 10th Day after the statement is mailed, 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.

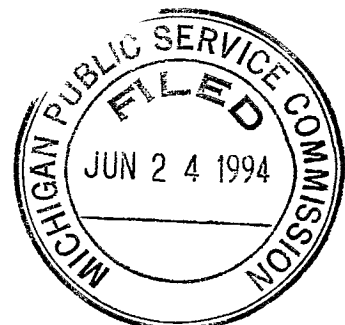
C-9.2 The statements rendered pursuant to this Agreement shall be denominated in U.S. Dollars (\$U.S.). All payments shall be made in \$U.S.

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

(Continued on Sheet No. F-167.00)

CANCELLED BY	ORDER <u>46300</u>
REMOVED BY	<u>CDP</u>
DATE	<u>10-11-00</u>



(Continued From Sheet No. F-166.00)

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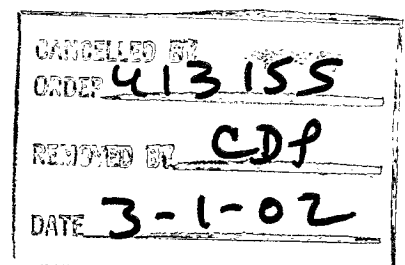
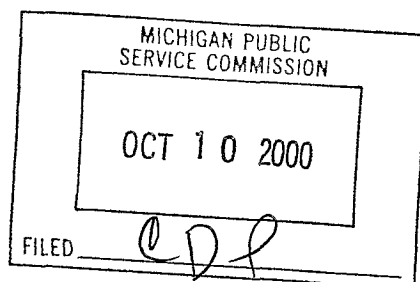
C-9.4 Should Customer fail to pay any amount of any statement rendered by MichCon as herein provided when such amount is due, a late payment charge equal to 2% of the amount of the statement, net of taxes, not compounded, shall be added to the statement.

: 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.

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.

EXHIBIT C  
Page 7 of 11

(Continued on Sheet No. F-168.00)



(Continued from Sheet No. F-166.00)

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.

C-9.6 If Customer shall discover 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 said overcharge shall have been paid, and Shipper shall have made a claim therefor within 60 Days from the date of discovery thereof, the overcharge, if verified, shall be refunded within 30 Days. If MichCon shall discover 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 such undercharge, and Customer, upon verifying the same, shall pay such amount within 30 days.

#### SECTION X

##### NON-WAIVER OF FUTURE DEFAULTS

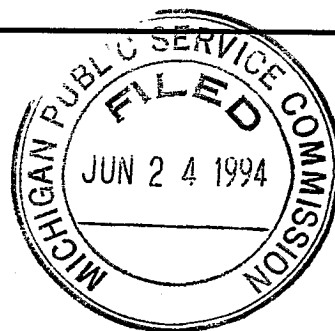
C-10.1 No waiver by either party of any one or more defaults by the other in the performance of any provision of this Agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or a different character.

#### 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

CANCELLED BY	ORDER
	46300
REMOVED BY	CDP
DATE	10-11-00



(Continued From Sheet No. F-167.00)

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.

SECTION XI

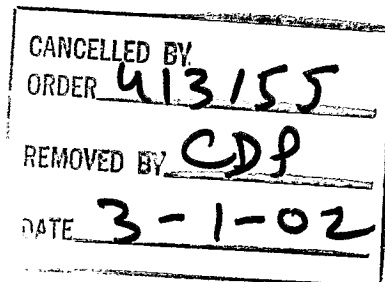
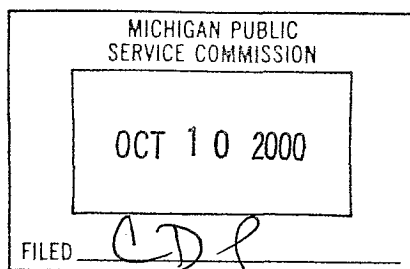
FORCE MAJEURE

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

EXHIBIT C  
Page 8 of 11

(Continued on Sheet No. F-169.00)



(Continued from Sheet No. F-167.00)

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

#### SECTION XII

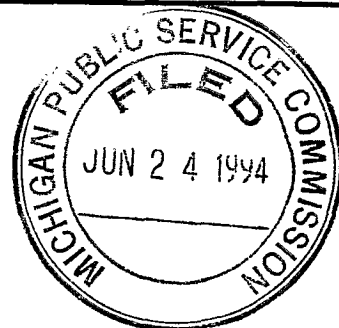
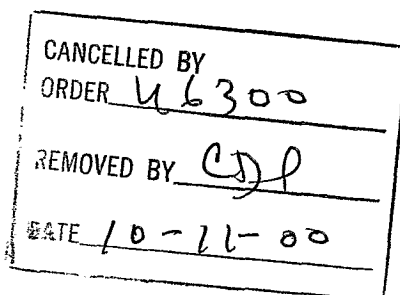
##### LAWS, ORDERS, RULES AND REGULATIONS

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

C-12.2 The storage service provided for hereunder 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 hereunder upon the expiration of the term of this Agreement, and Customer consents to the abandonment.

C-12.4 This Agreement shall be governed by the law of the state of



(Continued From Sheet No. F-168.00)

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 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.

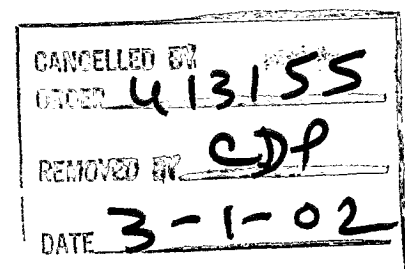
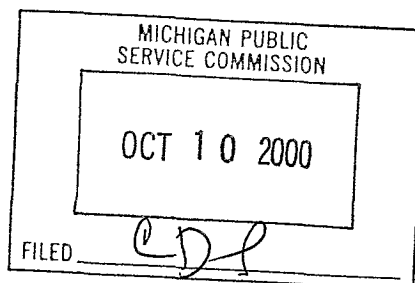
C-12.2 The storage service provided under this Agreement will be rendered by MichCon pursuant to authority granted by the Michigan Public Service Commission ("MPSC"), or pursuant to MichCon's blanket certificate issued by the Federal Energy Regulatory Commission ("FERC") in Docket Number CP80-340, and 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.

EXHIBIT C  
Page 9 of 11

(Continued on Sheet No. F-170.00)

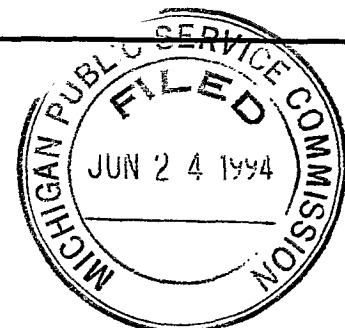


(Continued from Sheet No. F-168.00)

Michigan. In the event of any dispute arising under or by virtue of this Agreement or any difference of opinion between the parties hereto concerning their rights and obligations under this Agreement, the parties shall endeavor to resolve such dispute or difference amicably by discussion and mutual accord. If the matter cannot be resolved within 90 days after discussion among the senior management of the parties it shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association and the following:

- (a) The arbitration hearing shall be held in Detroit, Michigan on ten days' notice to the parties.
- (b) No arbitration proceeding may consider a matter designated by this Agreement to be within the judgement or discretion of one party, and the arbitration proceeding may not revoke or revise any provisions of this Agreement.
- (c) The arbitrator shall not have authority to fashion a remedy that includes consequential or punitive damages.
- (d) An award rendered by the arbitrator shall 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 out-of-pocket expenses incurred by the prevailing party in connection with the preparation for or conduct of the proceeding, including attorneys' fees and time charges of attorneys for the prevailing party, which attorneys may be employees of the prevailing party.
- (f) In no event shall either party be required to arbitrate any dispute based on transactions or occurrences which occurred more than 24 hours prior to the date of the demand for arbitration, and mailing shall not be

CANCELLED BY	ORDER <u>46300</u>
REMOVED BY	<u>CDP</u>
DATE	<u>10-11-00</u>



(Continued From Sheet No. F-169.00)

SECTION XIII  
CREDIT WORTHINESS

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 service at the full MDIQ, or furnishes, within fifteen days of request, good and sufficient security of a continuing nature, as reasonably determined by MichCon.

SECTION XIV  
MISCELLANEOUS PROVISIONS

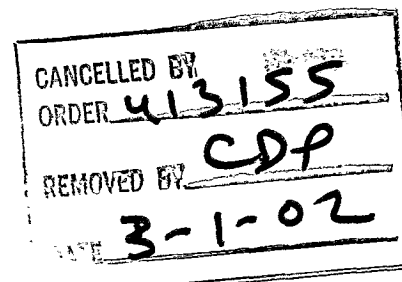
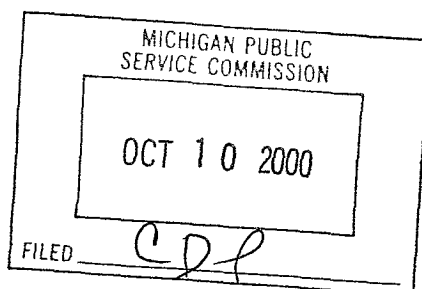
C-14.1 Assignment: Any company that shall succeed by purchase, merger or consolidation to either party is entitled to the rights and is subject to the obligations of its predecessor in title under this Agreement. Without relieving itself of its obligations hereunder, either party may assign any portion 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.

EXHIBIT C  
Page 10 of 11

(Continued on Sheet No. F-171.00)





(Continued from Sheet No. F-169.00)

presumed to be timely in the absence of official postal proof of the date of mailing.

Judgement upon the award rendered by the arbitrator may be entered in any court located within the State of Michigan having jurisdiction thereof.

### SECTION XIII

#### CREDIT WORTHINESS

C-13.1 MichCon shall not be 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 Customer deposits with MichCon and maintains, on prepaid account, an amount equal to one Month's service at the rate provided in Section 5.1, or furnishes, within fifteen days of request, good and sufficient security of a continuing nature, as reasonably determined by MichCon.

### SECTION XIV

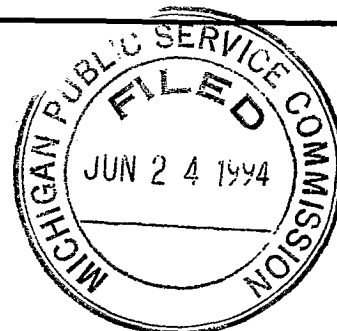
#### MISCELLANEOUS PROVISIONS

C-14.1 Assignment: Customer shall not Broker, assign, convey or transfer its interests or any portion of its interests under this Agreement without prior written consent of MichCon, which shall not to be unreasonably withheld. Either Customer or MichCon may, however, without relieving itself of its obligations under this Agreement, assign any of its rights and obligations hereunder to a corporation with which it is affiliated at the time of such assignment.

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 Gender, Number and Internal References: Unless the context otherwise requires, words importing the singular include the plural and vice versa, and words importing gender include all genders. The words "herein", "hereunder" and words of similar import refer to the entirety of this Agreement and not only to the

CANCELLED BY	ORDER <u>U 63 60</u>
REMOVED BY	<u>CDP</u>
DATE	<u>10-12-00</u>



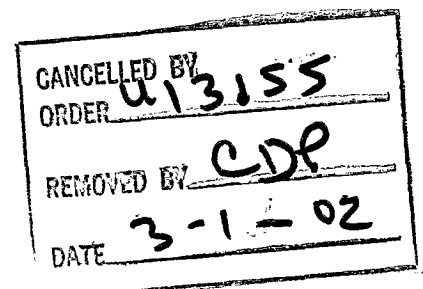
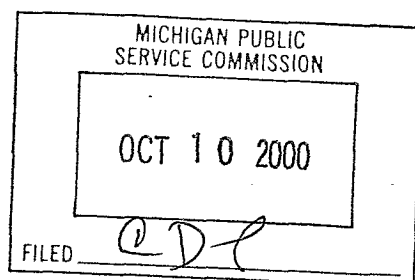
(Continued From Sheet No. F-170.00)

C-14.5 Counterparts: This Agreement maybe executed in counterparts, each of which when so executed will be deemed to be an originally executed copy.

C-14.6 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-14.7 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.

EXHIBIT C  
Page 11 of 11



(Continued from Sheet No. F-170.00)

Section in which such use occurs.

C-14.4 Successors and Assigns: This Agreement shall be binding upon and shall enure to the benefit of the parties hereto and their respective successors and permitted assigns.

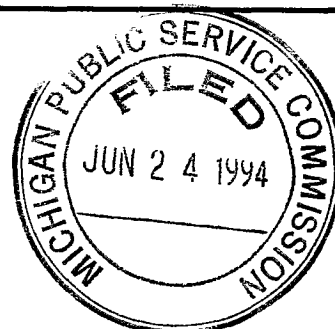
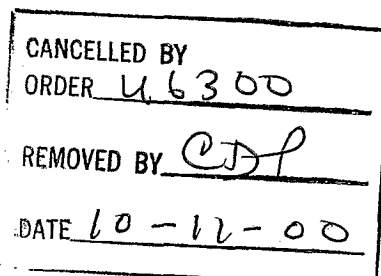
C-14.5 Counterparts: This Agreement maybe executed in counterparts, each of which when so executed shall be deemed to be an originally executed copy, and it shall not be necessary to produce all counterparts in order to prove this Agreement.

C-14.6 Reorganization: Any company which shall succeed by purchase, merger, or consolidation to the properties, substantially as an entirety, of Customer or of MichCon, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Agreement.

C-14.7 Entirety: 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.

C-14.8 The terms of this Contract will remain strictly confidential except as required by any government or regulatory body having jurisdiction or unless parties to this Contract otherwise agree in writing.

\* \* \* END OF EXHIBIT "C" \* \* \*



(Continued from [Sheet No. G-3.00](#))

**G1. GENERAL PROVISIONS: (Continued)**

- (P) The annual load requirement, delivery schedules, Supply Equalization Charges, delivery shortfall Failure Fees and annual reconciliation shall apply separately to each Supplier-designated Pricing Category and each of the two customer groups within that category, i.e. those enrolled before their usage for the May billing cycle has begun and those enrolled after their usage for the May billing cycle has begun in each Program Year.
- (Q) The Company may disclose, at such times as requested by the Commission or its Staff, the gas rates charged to Rate CC customers.
- (R) The Company shall have the authority to issue operational flow orders, or take other action which it deems necessary, to ensure system reliability, even if such action may be inconsistent with other provisions of these Program Rules.
- (S) The Company will act as Supplier of last resort under the Program.
- (T) A Supplier must include the Company's required tariff language in all of its contracts. If a customer has a complaint against a Supplier, the customer should try to resolve it first with the Supplier. If it is appropriate, the customer or Supplier should involve the Company. If the complaint is unresolved, the customer should involve the Commission Staff, and ultimately the Commission.
- (U) The Transportation Standards of Conduct, Rules F1 and F2, shall apply to the GCC program.
- (V) ***The Company will convert customer consumption from Mcf to MMBtu using monthly system-average Btu factor.***

**G2. RESIDENTIAL CUSTOMER PROTECTIONS:**

- (A) A Supplier must provide a 30-day unconditional cancellation period following the agreement date with a customer. The first day of the 30-day period is the day after the contract is entered into by the customer. The exercise of this right by the customer may occur through a verbal or written communication with the Supplier. The Supplier shall promptly submit a de-enrollment file to the Company after receiving notice that a customer has cancelled the contract. A customer who cancels within the specified period will be treated as not having exercised their customer choice option with respect to the enrollment which is cancelled. The Company is not required to de-enroll a customer until after it receives a de-enrollment file from the Supplier or a new enrollment file from a different Supplier.
- (B) A customer has the right to terminate participation with a Supplier at any time if the initial contract period has ended. The exercise of this right by the customer may occur through a verbal or written communication with the Supplier. The Supplier shall promptly submit a de-enrollment file to the Company after receiving notice that a customer has cancelled the contract. The Company is not required to de-enroll a customer until after it receives a de-enrollment file from the Supplier or a new enrollment file from a different Supplier.
- (C) A Supplier using face-to-face solicitation methods cannot represent itself as an employee or agent of the Company. A Supplier's sales representatives or agents must prominently display identification on the front of their outer clothing that identifies them as employees or agents working on behalf of a Supplier, and includes the name of the Supplier and the identification number of the person representing the Supplier.

CANCELLED  
BY  
ORDER U-15190, U-6300  
  
REMOVED BY RL  
DATE 11-13-07

(Continued on [Sheet No. G-5.00](#))

ISSUED APRIL 29, 2005  
BY M. E. CHAMPLEY  
SENIOR VICE PRESIDENT  
REGULATORY AFFAIRS

DETROIT, MICHIGAN

Michigan Public Service  
Commission

May 3, 2005

Filed JKB

EFFECTIVE FOR GAS SERVICE  
RENDERED ON AND AFTER  
MAY 1, 2005

ISSUED UNDER AUTHORITY OF THE  
MICHIGAN PUBLIC SERVICE COMM.  
DATED DECEMBER 21, 2004  
IN CASE NO. U-14106

(Continued from Sheet No. G-5.00)

**G3. SOLICITATION REQUIREMENTS:**

- (A) For each customer, a Supplier must be able to demonstrate that a customer has made a knowing selection of the Supplier by at least one of the following verification records:

- (1) An original signature.
- (2) Independent third party verification
- (3) Voice recording.
- (4) An e-mail address if signed up through the Internet.
- (5) Another form of verification record approved by the Commission.

The Company or the Commission may request a reasonable number of records from a Supplier to verify compliance with this customer verification provision and, in addition, may request records for any customer due to a dispute.

- (B) Suppliers who are soliciting customers must:

- (1) Clearly indentify the Supplier on whose behalf they are soliciting.
- (2) Not represent themselves as an employee or agent of the Company.
- (3) Affirmatively indicate if they are a marketing affiliate of the Company that the affiliate is a separate entity and is not regulated by the Commission.
- (4) Submit marketing materials to the Commission Staff for review at least five (5) business days prior to using the materials.

- (C) A Supplier must provide a copy of the contract to the customer, including all terms and conditions. The contract must contain all provisions as set forth in Paragraph G2.E.

**G4. SUPPLIER REGISTRATION AND CODE OF CONDUCT:**

- (A) A Supplier is required to register with the Michigan Public Service Commission and provide the following information prior to any solicitation:

- (1) The name of the Supplier's company/corporation or owner's name and type of organization.
- (2) The Supplier's mailing address.

The Supplier's principal place of business address.

The name and address of the registered agent in Michigan and a working phone number during normal business hours.

CANCELLED  
BY  
ORDER U-15215

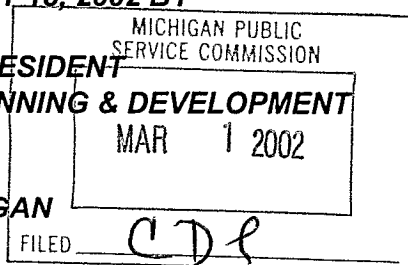
REMOVED BY NAP

DATE 05-31-07

(Continued on Sheet No. G-7.00)

ISSUED JANUARY 18, 2002 BY  
H. L. DOW III  
SENIOR VICE PRESIDENT  
STRATEGIC PLANNING & DEVELOPMENT

DETROIT, MICHIGAN



EFFECTIVE FOR TRANSPORTATION SERVICE  
RENDERED ON AND AFTER  
APRIL 1, 2002

ISSUED UNDER AUTHORITY OF THE  
MICHIGAN PUBLIC SERVICE COMM.  
DATED DECEMBER 20, 2001  
IN CASE NO. U-13155