

MICHIGAN PUBLIC
SERVICE COMMISSION

MICHIGAN
CONSOLIDATED
GAS COMPANY

M.P.S.C.
No. 4 - GAS

CANCELLED
TARIFF SHEETS
Book 4 of 4

Starting at

F-13.00-

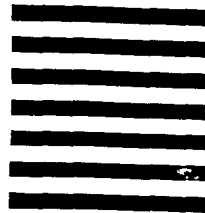
ATTN: ACTIVE
ACCOUNTS



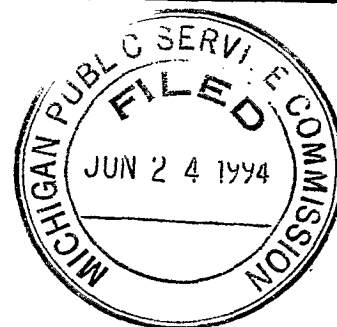
NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES

POSTAGE WILL BE PAID BY ADDRESSEE

**MICHIGAN CONSOLIDATED GAS COMPANY
BOX 33176
DETROIT, MICHIGAN 48232**



CANCELLED BY
ORDER 413155
REMOVED BY CDP
DATE 3-1-02



149 OCT. 79

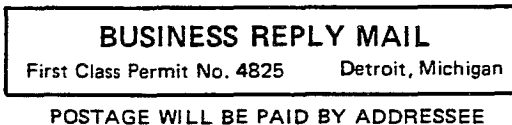
DOUBLE NOTICE PROTECTION PLAN

CUSTOMER'S NAME (PLEASE PRINT)		PHONE NUMBER
CUSTOMER'S ADDRESS (PLEASE PRINT)		
CITY	STATE	ZIP CODE
CUSTOMER'S SIGNATURE		CHECK HERE IF YOU ARE 65 OR OVER <input type="checkbox"/>
THIRD PARTY'S NAME (PLEASE PRINT)		PHONE NUMBER
THIRD PARTY'S ADDRESS (PLEASE PRINT)		
CITY	STATE	ZIP CODE
THIRD PARTY'S SIGNATURE		
FOR COMPANY USE ONLY		
CUSTOMER'S ACCOUNT NUMBER		

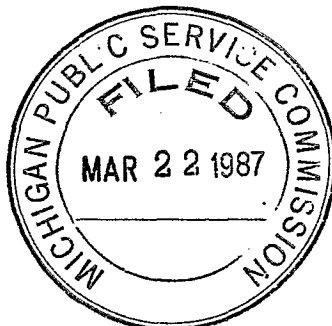
ATTN: ACCOUNT
SERVICES DEPT.



NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES



MICHIGAN CONSOLIDATED GAS COMPANY
ONE WOODWARD AVENUE
DETROIT, MICHIGAN 48226



CANCELLED BY
ORDER *John*
REMOVED BY *WFM*
DATE *6-24-94*

(Continued From [Sheet No. F-13.00](#))

F15.4 Cashout Provision: (Continued)

- (b) Each Month, Company shall determine the Monthly Index Price. The Monthly Index Price shall be based on the Daily Price Survey rates for MichCon citygates as reported in Gas Daily or, in the event that Gas Daily discontinues its reporting of such prices, any comparable reporting service. The Monthly Index Price shall be equal to the sum of the daily Mich.-MichCon Midpoint Citygate Price for the applicable Production Month divided by the number of quoted price days in the same Production Month. Company will post the Monthly Index Price on its ConQuest EBB by the 3rd Business Day of the Month.
- (c) In cases where Nominating Agent's Imbalance results in Excess Quantities, Company shall pay Nominating Agent the following based on the Monthly Imbalance percentage:

<u>Imbalance Percentage (Tier)</u>	<u>Cashout Price for the Excess Quantities</u>
Greater of first 100 Mcf	
Or 0% up to 2%	100% of Monthly Index Price
> 2% Up to 5%	80% of Monthly Index Price
> 5%	60% of Monthly Index Price

CANCELLED
BY _____
ORDER U-14106

REMOVED BY JKB

DATE 06-24-05

For purposes of determining the tier at which an Imbalance will be cashed out, the price will apply only to volumes within a tier. For example, if there is a 7% imbalance, Excess Quantities that make up the first 2% of the Imbalance will be priced at 100% of the Monthly Index Price. Excess Quantities making up the next 3% of the Imbalance will be priced at 80% of the Monthly Index Price. Excess Quantities making up the remaining 2% of the Imbalance will be priced at 60% of the Monthly Index Price.

- (d) In cases where Nominating Agent's Imbalance results in Deficient Quantities, Nominating Agent shall pay Company the following based on the Monthly Imbalance percentage:

<u>Imbalance Percentage (Tier)</u>	<u>Cashout Price for Deficient Quantities</u>
Greater of first 100 Mcf	
Or 0% up to 2%	100% of Monthly Index Price
> 2% Up to 5%	120% of Monthly Index Price
> 5%	140% of Monthly Index Price

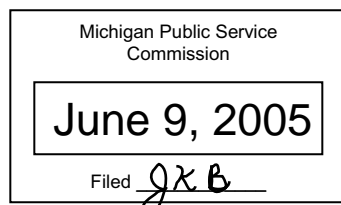
For purposes of determining the tier at which an Imbalance will be cashed out, the price will apply only to volumes within a tier. For example, if there is a 7% imbalance, Deficient Quantities that make up the first 2% of the Imbalance will be priced at 100% of the Monthly Index Price. Deficient Quantities making up the next 3% of the Imbalance will be priced at 120% of the Monthly Index Price. Deficient Quantities making up the remaining 2% of the Imbalance will be priced at 140% of the Monthly Index Price.

- (e) Cashout of volumes relating to prior period adjustments shall be cashed out at 100% of the Monthly Index Price applicable to the Production Month in which the prior period adjustment was created.

(Continued on [Sheet No. F-15.00](#))

ISSUED MAY 26, 2005
BY M. E. CHAMPLEY
SENIOR VICE PRESIDENT
REGULATORY AFFAIRS

DETROIT, MICHIGAN



EFFECTIVE FOR GAS SERVICE
RENDERED ON AND AFTER
APRIL 29, 2005

ISSUED UNDER AUTHORITY OF THE
MICHIGAN PUBLIC SERVICE COMM.
DATED APRIL 28, 2005
IN CASE NO. U-13898

Michigan Consolidated Gas Company
Box 900, Detroit, Michigan 48268-0900

I AGREE TO PAY MICHCON FOR BILLED GAS SERVICE IN THE AMOUNTS _____ IN
PAYMENTS AS SHOWN BELOW. PLUS ALL FUTURE UNDISPUTED GAS SERVICE BILL
BY THEIR RESPECTIVE CURRENT BILL DUE DATES. I UNDERSTAND IF THIS AGREEMENT IS
IN DEFAULT AND INCLUDES ARREARS FOR WHICH A DISCONNECT NOTICE WAS SENT.
SERVICE MAY BE SHUT OFF WITHOUT FURTHER WRITTEN NOTICE DURING THE FIRST 60
DAYS. THE COMPANY IS NOT REQUIRED TO ENTER INTO ANY SUBSEQUENT AGREEMENT.
(ALLOW 2 DAYS FOR PAYMENT TO REACH US BY DUE DATE).

For Service At

IF YOU DO SIGN THIS AGREEMENT YOU GIVE UP YOUR RIGHT TO AN INFORMAL HEARING BEFORE A UTILITY OFFICER ON ANY MATTER INVOLVED IN THIS DISPUTE EXCEPT THE UTILITY'S FAILURE OR REFUSAL TO FOLLOW THE TERMS OF THIS AGREEMENT.

**IMPORTANT - RETURN COMPANY COPY WITHIN THREE DAYS IN THE
ENCLOSED PREPAID SELF-ADDRESS ENVELOPE. THANK YOU**

CANCELLED BY
ORDER 413155
REMOVED BY CDP
DATE 3-1-02

Michigan Consolidated Gas Company
Box 900, Detroit, Michigan 48268-0900

I AGREE TO PAY MICHCON FOR BILLED GAS SERVICE IN THE AMOUNT \$_____ IN PAYMENTS AS SHOWN BELOW. I UNDERSTAND IF THIS AGREEMENT IS IN DEFAULT AND INCLUDES ARREARS FOR WHICH A DISCONNECT NOTICE WAS SENT, SERVICE MAY BE SHUT OFF WITHOUT FURTHER WRITTEN NOTICE DURING THE FIRST 60 DAYS. THE COMPANY IS NOT REQUIRED TO ENTER INTO ANY SUBSEQUENT AGREEMENT. (ALLOW 2 DAYS FOR PAYMENT TO REACH US BY DUE DATE.)

AMOUNT	DUE DATE	COMPANY TELEPHONE NO.		<input type="checkbox"/> TOTAL OWING THIS DATE PER CUSTOMER REQUEST
		CUSTOMER'S NAME		
		CUSTOMER'S ADDRESS FL/APT		
		CITY	STATE	ZIP CODE
		DATE	ACCOUNT NUMBER	
		INITIAL PAYMENT	DUE DATE	TOTAL AMOUNT
		CAO		

FOR SERVICE AT

IF YOU DO SIGN THIS AGREEMENT YOU GIVE UP YOUR RIGHT TO AN INFORMAL HEARING BEFORE A UTILITY HEARING OFFICER ON ANY MATTER INVOLVED IN THIS DISPUTE EXCEPT THE UTILITY'S FAILURE OR REFUSAL TO FOLLOW THE TERMS OF THIS AGREEMENT.

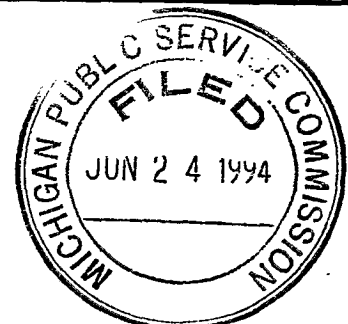
CUSTOMER'S SIGNATURE		DATE
COMPANY REPRESENTATIVE	I.D. NO.	DATE

NOTE: Current and future bills not included in the agreement amount are subject to collection action if not paid when due. If gas service is shut off, all past due gas charges must be paid.

IMPORTANT — RETURN COMPANY COPY WITHIN THREE DAYS IN THE ENCLOSED PREPAID SELF-ADDRESSED ENVELOPE. THANK YOU.

White Copy — CUSTOMER

CANCELLED BY
ORDER U 6300
REMOVED BY edf
DATE 10-11-00



POST OFFICE BOX 900 DETROIT MICHIGAN 48268

I AGREE TO PAY MICHIGAN CONSOLIDATED GAS COMPANY FOR PREVIOUSLY BILLED GAS SERVICE IN THE AMOUNT \$_____ TO BE PAID AS SHOWN BELOW. I UNDERSTAND THAT IF I FAIL TO MAKE ANY OF THE PAYMENTS LISTED BELOW, MY GAS SERVICE MAY BE DISCONTINUED. (ALLOW 2 DAYS FOR PAYMENT TO REACH US BY DUE DATE.)

AMOUNT	DUE DATE	COMPANY TELEPHONE NO	<input type="checkbox"/> TOTAL OWING THIS DATE PER CUSTOMER REQUEST	
		CUSTOMER'S NAME		
		CUSTOMER'S ADDRESS FL / AP		
		CITY	STATE	ZIP CODE
		DATE	ACCOUNT NUMBER	
		INITIAL PAYMENT	DUE DATE	TOTAL AMOUNT
		CAO		

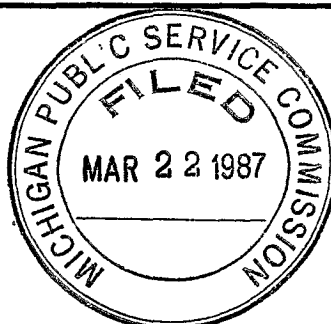
IF YOU ARE NOT SATISFIED WITH THE TERMS OF THIS AGREEMENT, DO NOT SIGN. YOU MAY FILE AN INFORMAL COMPLAINT AND HAVE A HEARING BEFORE A UTILITY HEARING OFFICER BEFORE YOUR SERVICE MAY BE SHUT OFF.

CUSTOMER'S SIGNATURE		DATE
COMPANY REPRESENTATIVE	I.D. NO.	DATE

Note: Current and future bills not included in the agreement amount are subject to collection action if not paid when due. If gas service is shut off, all overdue gas charges must be paid.

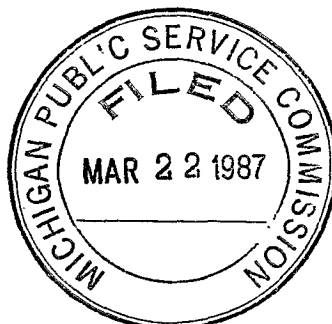
IMPORTANT - RETURN COMPANY COPY WITHIN THREE DAYS IN THE ENCLOSED PREPAID SELF-ADDRESSED ENVELOPE. THANK YOU.

COMPANY COPY



CANCELLED BY
ORDER Std Jern
REMOVED BY Std M
DATE 6-24-94

APPLICATION FOR GAS SERVICE (EXCEPT FOR RESIDENTIAL USE OR SINGLE FAMILY SPACE HEATING USE)									
FOR COMPANY USE ONLY									
DET R/C		W R/C		W IND		NORTH ORIGINATING DEPARTMENT		END USE CODE	
TYPE CODE		NEW		CONVERSION		EXPANSION		SIC NUMBER	
APPLICANT'S NAME		FACILITY (I.E. SCHOOL, FOUNDRY, ETC.)		SERVICE ADDRESS		MUNICIPALITY		DATE CO REC'D.	
The aforementioned applicant at said address applies to Michigan Consolidated Gas Company (hereinafter referred to as the "Company") for gas service to be supplied at the service address and the type of facility stated above.									
DESCRIBE GAS USE(S) IN DETAIL									
DESCRIBE TYPE OF EQUIPMENT AND DESIGNED GAS INPUT (CFH)									
GAS IS TO BE USED FOR REASON(S) STATED ABOVE AND CONSUMED IN THE EQUIPMENT STATED ABOVE.									
The maximum gas consumption for the uses listed herein is estimated at _____ cubic feet per hour and _____ Mcl per year and shall be purchased under the Company's Rate Schedule(s) No.(s) _____. Initiation of gas service is requested for the _____ quarter of 19 ____.									
Applicant agrees that the application shall not be effective unless approved by the Company and if approved shall apply only to the gas volumes and gas using equipment or processes listed above. If other gas service is desired an application therefor must be submitted.									
SIGNATURE (APPLICANT OR AUTHORIZED AGENT)		TELEPHONE NO.		DATE					
X		X ()							
This application is hereby approved, conditioned upon completion of installation of equipment to be used under this application and the institution of gas service not later than _____. This application, the approval thereof and the reservation of a supply of gas adequate to meet the above requirements shall become void and of no further force and effect if installation of equipment and institution of service are not completed by this date.									
MICHIGAN CONSOLIDATED GAS COMPANY		DATE APPROVED		CSP CATEGORY		COMPANY REPRESENTATIVE ASSISTING		FPC CATEGORY	
APPLICATION APPROVED BY		TITLE		1 2 3a 3b 4 5 6					
FOR COMPANY USE ONLY									
INDUSTRIAL BOILER									
<input type="checkbox"/> SUBJECT TO INCREMENTAL PRICING									
<input type="checkbox"/> APPLICANT TO PROVIDE AFFIDAVIT OF EXEMPTION									
REVIEWED BY									
REVENUE CLASSIFICATION									
1 2 3 4 5									
MAIN									
ADEQUATE <input type="checkbox"/> NOT ADEQUATE <input type="checkbox"/> SEE ATTACHED <input type="checkbox"/>									
209 FEB. 84									
ORIGINAL									



CANCELLED BY	ORDER	4131SS
REMOVED BY	CDP	
DATE	3-1-02	

APPLICATION FOR VOLUNTARY LOW-INCOME HEATING
SENIOR CITIZEN RATE

ADDRESS (Where gas is used)		BIRTH DATE MO DAY YR	
ACCOUNT NUMBER	SOCIAL SECURITY NO.	RATE CLASS 3A	
NAME			
CITY	ZIP CODE	TELEPHONE NUMBER	
ANNUAL HOUSEHOLD INCOME \$	DEPENDENT HOUSEHOLD MEMBERS	MAXIMUM HOUSEHOLD INCOME \$	

TO APPLY YOU NEED AT LEAST ONE OF THE FOLLOWING DOCUMENTS LISTED BELOW, TO PROVE YOUR AGE, WHERE YOU LIVE, AND HOUSEHOLD INCOME. IF YOU MAIL THIS APPLICATION, ENCLOSE COPIES OF PROOF OF AGE, ADDRESS, AND INCOME DOCUMENTS.

PROOF OF AGE PROVIDED CHECK ONE (✓)	PROOF OF ADDRESS PROVIDED CHECK ONE (✓)	PROOF OF INCOME PROVIDED CHECK ONE OR MORE (✓)
<input type="checkbox"/> DRIVER'S LICENSE	<input type="checkbox"/> DRIVER'S LICENSE	<input type="checkbox"/> RECENT W2 FORMS
<input type="checkbox"/> MICH. STATE POLICE I.D.	<input type="checkbox"/> MICH. STATE POLICE I.D.	<input type="checkbox"/> SOCIAL SECURITY, VETERANS OR PENSION CHECKS
<input type="checkbox"/> BIRTH CERTIFICATE	<input type="checkbox"/> MICHCON GAS BILL	<input type="checkbox"/> DSS BUDGET LETTER
<input type="checkbox"/> BAPTISMAL RECORD	<input type="checkbox"/> OTHER UTILITY BILLS	<input type="checkbox"/> NSD INCOME FORM
<input type="checkbox"/> OTHER (Specify) _____	<input type="checkbox"/> OTHER (Specify) _____	<input type="checkbox"/> STATE OF MICHIGAN FILED HOME HEATING OR PROP. ERTY TAX CREDIT FOR CURRENT OR PRIOR YEAR
_____	_____	<input type="checkbox"/> OTHER (Specify) _____
_____	_____	_____

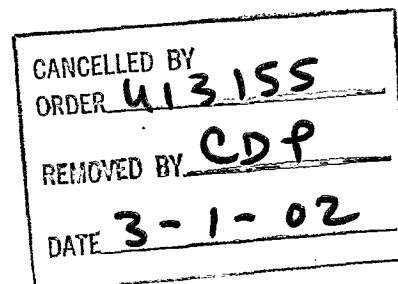
CERTIFICATION STATEMENT

I HEREBY AGREE AND CERTIFY THAT I MEET THE QUALIFICATIONS, AND WILL COMPLY WITH THE CONDITIONS, AS STATED BELOW:

1. I AM 65 YEARS OF AGE OR OLDER.
2. I AM HEAD OF MY HOUSEHOLD WHERE THE LOW-INCOME SENIOR CITIZEN RATE WILL BE ESTABLISHED. (Note: The head of the household is considered to be that individual whose name appears on the monthly gas bill and who furnishes the primary financial support for the family at the account address.)
3. THE ADDRESS STATED ABOVE IS MY PRINCIPAL ADDRESS, NOT AN ALTERNATE OR SEASONAL HOME, SUCH AS A COTTAGE.
4. I DO NOT USE GAS SERVICE FOR AIR CONDITIONING, TO HEAT A SWIMMING POOL, OR FOR OUTDOOR GAS LIGHTING.
5. I WILL REMAIN ON THIS RATE FOR A MINIMUM OF 12 MONTHS PROVIDED I CONTINUE GAS SERVICE AT THE ADDRESS STATED ABOVE.
6. THE INCOME I HAVE DECLARED ON THIS APPLICATION IS THE TOTAL INCOME OF THE HOUSEHOLD INCLUDING INCOME OF OTHER MEMBERS OF THE HOUSEHOLD WHETHER TAXABLE OR NON-TAXABLE.
7. THE NUMBER OF DEPENDENT HOUSEHOLD MEMBERS, INCLUDING MYSELF, IS AS STATED ON THIS APPLICATION.
8. I UNDERSTAND MICHCON AND/OR M.P.S.C. MAY INDEPENDENTLY VERIFY ANY INFORMATION AS PRESENTED IN THIS APPLICATION AND ANY MISSTATEMENT OF FACT MAY RESULT IN FUTURE INELIGIBILITY FOR THE LOW-INCOME SENIOR CITIZEN RATE AND RECHARGE OF ANY CREDITS ACCRUED UNDER THIS RATE.
9. I UNDERSTAND THAT PARTICIPATION IN THE LOW-INCOME SENIOR CITIZEN RATE IS PURELY VOLUNTARY AND I AM REQUESTING THAT MICHCON BILL ME UNDER THAT RATE.

CUSTOMER'S SIGNATURE	DATE
SIGNATURE OF APPLICATION PREPARER	DATE
AGENCY AUTHORIZATION SIGNATURE	DATE
NAME OF AGENCY	DATE
MICHIGAN CONSOLIDATED REPRESENTATIVE SIGNATURE	DATE

214 AUG. 84



michcon

Michigan Consolidated Gas Company
500 Griswold Street, Detroit, Michigan 48226

COMMERCIAL AND INDUSTRIAL APPLICATION/CONTRACT FOR GAS

RELEASE _____
DENIAL _____
TAX I.D. NO. _____

NAME OF GAS ACCOUNT	TYPE OF BUSINESS	BUSINESS TELEPHONE
SERVICE ADDRESS	MAILING ADDRESS	HOME TELEPHONE

IF THE ACCOUNT IS TO BE CARRIED IN THE NAME OF AN INDIVIDUAL — DO NOT COMPLETE THIS SECTION

CORPORATE OFFICERS OR PARTNERS

POSITION	NAME	HOME ADDRESS	CITY & STATE	ZIP CODE
President				
Vice President				
Secretary				
Treasurer				
CO-PARTNERSHIPS Partner				
Partner				
Partner				

ACCOUNTS CARRIED IN NAME OF INDIVIDUAL

NAME	HOME ADDRESS	CITY & STATE	ZIP CODE
EMPLOYER NAME	YEARS	EMPLOYER ADDRESS	SOCIAL SECURITY NUMBER

PROPERTY INFORMATION

NAME/ADDRESS OF PROPERTY OWNER	
YEARS OWNED	TELEPHONE NUMBER

BANK INFORMATION

NAME OF BANK(S)
BRANCH LOCATION

INFORMATION FURNISHED BY

NAME	ADDRESS
TITLE	TYPE OF I.D.
	I.D. NUMBERS

MICHCON COMPANY USE

FORMER/CURRENT GAS ACCOUNT NAME & ADDRESS			CREDIT CODE
OFF DATE	YR/MO USING	CREDIT REPORTING AGENCY	RATING
BASE LOAD	HEAT FACTOR	COLLECTION ANALYST	TAKEN BY I.D.
			DATE
DEPOSIT AMOUNT REQUESTED	DEPOSIT ARRANGEMENTS <input type="checkbox"/> YES <input type="checkbox"/> NO	DEPOSIT AMOUNT PAID	DEPOSIT NUMBER
			BILLS OWING
REMARKS			

THE APPLICANT HEREBY ACKNOWLEDGES THAT THE ABOVE APPLICATION IS AN OFFER TO PURCHASE GAS AND RELATED SERVICES FROM MICHCON. UPON REVIEW OF SAID APPLICATION MICHCON MAY ACCEPT SAID OFFER THEREBY FORMING A BINDING AGREEMENT. APPLICANT HEREBY ACKNOWLEDGES THAT THE PRICE AND CONDITIONS OF SERVICE FOR GAS ARE DETERMINED BY THE STATE REGULATORY AGENCY. THE APPLICATION OFFER IS MADE WITH THIS KNOWLEDGE AND APPLICANT AGREES TO THOSE TERMS. NEITHER APPLICANT NOR MICHCON WAIVES ANY RIGHTS UNDER MICHIGAN LAW.

APPLICANT SIGNATURE	DATE	MICHCON REPRESENTATIVE SIGNATURE	DATE	ANALYST SIGNATURE	DATE
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261 MAR 90

FOR SECURITY DEPOSIT INFORMATION — SEE BACK OF CUSTOMER COPY

COPY 1 — COMPANY

COPY 2 — CUSTOMER



CANCELLED BY ORDER <u>413155</u>
REMOVED BY <u>CDP</u>
DATE <u>3-1-02</u>

michcon

Michigan Consolidated Gas Company
500 Griswold Street, Detroit, Michigan 48226

COMMERCIAL AND INDUSTRIAL APPLICATION FOR GAS

RELEASE _____
DENIAL _____

NAME OF GAS ACCOUNT	TYPE OF BUSINESS AT SERVICE ADDRESS	TELEPHONE NUMBER
SERVICE ADDRESS	MAILING ADDRESS FOR BILLS	PHONE NUMBER OF SMA

IF THE ACCOUNT IS TO BE CARRIED IN THE NAME OF AN INDIVIDUAL — DO NOT COMPLETE THIS SECTION

CORPORATE OFFICERS OR PARTNERS

CORPORATIONS & ASSOCIATIONS	NAME	HOME ADDRESS	CITY & STATE	ZIP CODE
Chairman				
Vice President				
Secretary				
Treasurer				
CO-PARTNERSHIPS				
Partner				
Partner				
Partner				

ATTACH COPY OF CERTIFICATE OF PARTNERSHIP OR ARTICLES OF INCORPORATION AND CERTIFICATE OF INCUMBENCY.
IF DOING BUSINESS UNDER AN ASSUMED NAME, ATTACH COPY OF ASSUMED NAME CERTIFICATE.

ACCOUNTS CARRIED IN NAME OF INDIVIDUAL

NAME	HOME ADDRESS	CITY & STATE	ZIP CODE
EMPLOYER	HOW LONG?	ADDRESS	SOCIAL SECURITY NO. (SELF)

PROPERTY INFORMATION

NAME OF PROPERTY OWNER AT SERVICE ADDRESS	ADDRESS OF PROPERTY OWNER (CITY, STATE, ZIP CODE)	METER SIZE
PHONE NUMBER	HOW LONG HAS PROPERTY BEEN HELD IN THIS NAME?	GAS LOAD

TRADE REFERENCES

FIRM NAME	ADDRESS
FIRM NAME	ADDRESS
NAME OF BANK(S)	BRANCH LOCATION
REMARKS	<input type="checkbox"/> CHECKING <input type="checkbox"/> SAVINGS

INFORMATION FURNISHED BY

NAME	ADDRESS
TITLE	TYPE OF POSITIVE I.D.
	I.D. NUMBERS

THE INFORMATION FURNISHED HEREIN IS FOR THE PURPOSE OF OBTAINING CREDIT AND IS WARRANTED TO BE TRUE

AUTHORIZED SIGNATURE	DATE
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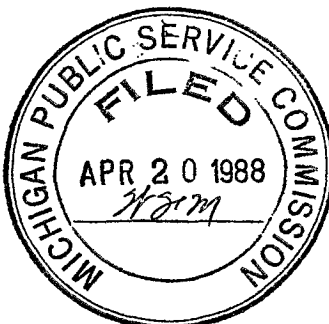
FOR COMPANY USE ONLY

FORMER OR CURRENT GAS ACCOUNT NAME & ADDRESS	CC	OFF DATE	YEARS USING
CREDIT REPORTING AGENCY	COLLECTION ANALYST	CREDIT RATING — CIRCLE ONE FAVORABLE UNFAVORABLE NONE	BASE LOAD
DEPOSIT AMOUNT REQUESTED	DEPOSIT AMOUNT PAID	CERTIFICATE OF DEPOSIT NUMBER	HEAT FACTOR
TAKEN BY NAME	I.D. NUMBER	LOCATION	DEPOSIT ARRANGEMENTS (See Attached) <input type="checkbox"/> YES <input type="checkbox"/> NO

CREDIT DIVISION

APPROVED BY	DATE
-------------	------

251 MAR 88 FOR SECURITY DEPOSIT INFORMATION — SEE BACK OF CUSTOMER COPY COPY 1 — COMPANY COPY 2 — CUSTOMER



CANCELLED BY ORDER <i>Forms CHANGE</i>
REMOVED BY <i>HDM</i>
DATE <i>5-24-90</i>

COMMERCIAL AND INDUSTRIAL APPLICATION FOR GAS

261 MAR. 82

Name of Gas Account	Type of Business	Telephone Number
Service Address	Mailing Address for Bills	Phone Number of SMA

IF THE ACCOUNT IS TO BE CARRIED IN THE NAME OF AN INDIVIDUAL - DO NOT COMPLETE THIS SECTION

CORPORATE OFFICERS OR PARTNERS

CORPORATIONS & ASSOCIATIONS	NAME	HOME ADDRESS	CITY & STATE	ZIP CODE
Chairman				
Vice-President				
Secretary				
Treasurer				
CO-PARTNERSHIPS				
Partner				
Partner				
Partner				

Gas Account Name is Subsidiary Of	Years in Business
Headquarters Address, City and State, Zip Code	

ATTACH COPY OF CERTIFICATE OF PARTNERSHIP OR ARTICLES OF INCORPORATION AND CERTIFICATE OF INCUMBENCY

ACCOUNTS CARRIED IN NAME OF INDIVIDUAL

Name	Home Address	City & State	Zip Code
------	--------------	--------------	----------

IF DOING BUSINESS UNDER AN ASSUMED NAME, ATTACH COPY OF ASSUMED NAME CERTIFICATE

Spouse	Social Security No. (Self)
--------	----------------------------

COMPLETE FOR ALL APPLICATIONS

Former or Current Gas Account Name & Address	CC	Off Date	Years Using
Former or Current Gas Account Name & Address	CC	Off Date	Years Using
Former or Current Gas Account Name & Address	CC	Off Date	Years Using
Former Occupation	By Whom Employed	How Long	Address

PROPERTY INFORMATION

Name of Property Owner at Service Address	Address of Property Owner (City, State, Zip Code)	Meter Size
Phone Number	How Long Has Property Been Held in This Name?	Gas Load

TRADE REFERENCES

Firm Name	Address		
Firm Name	Address		
Name of Bank(s)	Branch	<input type="checkbox"/> Checking <input type="checkbox"/> Savings	Source of Other Income
Dun & Bradstreet Reference	Appliances To Be Used		

Remarks

INFORMATION FURNISHED BY

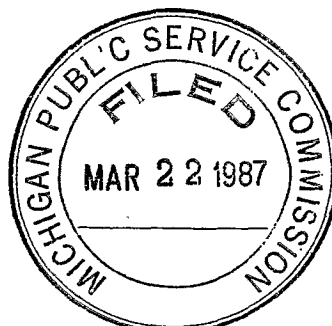
Name	Address	
Title	Type of Positive I.D.	I.D. Numbers

THE INFORMATION FURNISHED HEREIN IS FOR THE PURPOSE OF OBTAINING CREDIT AND IS WARRANTED TO BE TRUE

Information Furnished By	Authorized Signature	Date	Taken By and Date
Deposit Amount Requested	Deposit Amount Paid	Certificate of Deposit Number	

CREDIT DIVISION

Reviewed By	Date	
Resident Agent	Address	Telephone



CANCELLED BY ORDER <i>Revised Sheet</i>
REMOVED BY <i>7/5791</i>
DATE <i>4-20-88</i>

(Continued From [Sheet No. F-17.00](#))**Applicable to all Districts****Selection Of Service Category and Rates:**

When Customer is selecting its initial service category, Company must advise it that the economic break even point between ST and LT is approximately 100,000 Mcf per year and the economic break even point between LT and XLT is approximately 700,000 Mcf per year (based on the cost based rate). After the initial selection is made, then it is Customer's responsibility to determine when it is appropriate to switch service categories.

Customer will be charged the Cost Based Rate under its chosen Service Category, unless Customer chooses to negotiate a different rate under the Optional Rate provision. Company must advise Customer of its right to negotiate rates under the Optional Rate provision, however Company is under no obligation to offer a rate different than the Cost Based Rate. Company, at its discretion, may negotiate different transportation rates for individual Customers between the maximum and minimum rates under the appropriate Optional Rate provision. The negotiated rate may be applied to Customer's entire load or a portion of its load; however, under no circumstances can Company charge an average rate per Mcf greater than the maximum rate or less than the minimum rate. The transportation rate is charged for each Ccf of gas delivered to Customer in a given month.

Transportation Service:

In accordance with Section F2.2 and Company's Nominating procedures, Customer shall advise Company of the volume of gas that Customer will cause to be delivered to Company for transportation during that Month and the Receipt Point(s) where the gas will be delivered to Company.

If in any Month, the volume of gas received by Company at the Receipt Point(s), less the allowance for company-use and lost-and-unaccounted-for gas, is more than the volume of gas taken by Customer at the Delivery Point(s), then the difference shall be retained by Company and delivered to Customer in those succeeding Months when the volume of gas received by Company is less than Customer's requirements. Should the aggregate volume of gas, less the allowance for company-use and lost-and-unaccounted-for gas, retained by Company at any Month-end exceed 10% of the Annual Contract Quantity, then Company shall have the rights: (1) to refuse to receive any additional volume of gas for that Customer until Company has satisfied itself that the volume of gas retained for Customer is less than 10% of the Annual Contract Quantity, and (2) to charge Customer for the storage of any Month-end balance that exceeds 10% of the Annual Contract Quantity.

If Customer does not withdraw its gas retained by Company within 60 days of the termination of the Contract, then Company shall have the right to purchase the gas from Customer at a rate of \$0.10 per 100 cubic feet.

Gas in Kind:

*Company shall retain **1.42%** of all gas received at the Receipt Point(s) to compensate it for the allowance for company-use and lost-and-unaccounted-for gas on Company's system. This volume shall not be included in the quantity available for delivery to Customer.*

CANCELLED
BY
ORDER U-14106

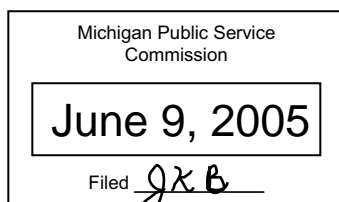
REMOVED BY JKB

DATE 06-24-05

(Continued on [Sheet No. F-19.00](#))

ISSUED MAY 26, 2005
BY M. E. CHAMPLEY
SENIOR VICE PRESIDENT
REGULATORY AFFAIRS

DETROIT, MICHIGAN



EFFECTIVE FOR GAS SERVICE
RENDERED ON AND AFTER
APRIL 29, 2005

ISSUED UNDER AUTHORITY OF THE
MICHIGAN PUBLIC SERVICE COMM.
DATED APRIL 28, 2005
IN CASE NO. U-13898

michcon
DEPOSIT RECEIPT

Deposit Sum: \$ _____

OFFICE USE ONLY	
Account Number	CD
Account Name	
By	Date

OFFICE USE ONLY

532 Feb. 92

Receipt not valid without Teller Stamp

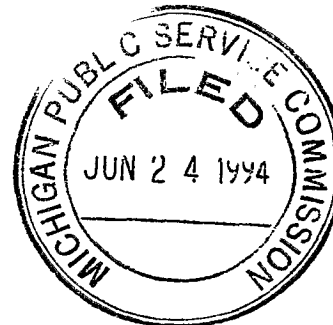
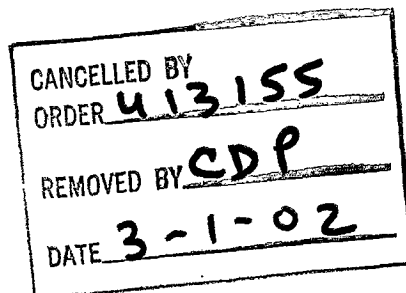
You May Pay This Bill At Company Offices or Mail To:

MICHCON
Box 900
Detroit, MI 48268-0900

Security Deposit Terms

THE DEPOSIT SUM, IF ANY, INCLUDED ON THE REVERSE SIDE IS SECURITY FOR PAYMENT FOR UTILITY SERVICE AT THE STATED ADDRESS. THIS DEPOSIT AND ACCRUED INTEREST AS AUTHORIZED BY THE MICHIGAN PUBLIC SERVICE COMMISSION, SHALL BE REFUNDED UPON SATISFACTORY PAYMENT OF ALL PROPER CHARGES FOR UTILITY SERVICE FOR A PERIOD OF 12 CONSECUTIVE MONTHS FOR RESIDENTIAL SERVICE. PAYMENT IS SATISFACTORY IF MADE PRIOR TO ISSUANCE OF A NOTICE OF DISCONTINUANCE OF SERVICE NOT IN DISPUTE AND THE COMPANY MAY REFRAIN FROM MAKING REFUND PENDING RESOLUTION OF SUCH DISPUTE. DEPOSITS REQUIRED FOR UNAUTHORIZED USE, DIVERSION, OR INTERFERENCE MAY BE RETAINED BY THE UTILITY FOR A PERIOD OF 24 MONTHS AND REFUNDED UPON SATISFACTORY PAYMENT DURING THE LAST 12 MONTHS OF THE RETENTION PERIOD. FOR COMMERCIAL AND INDUSTRIAL CUSTOMERS, DEPOSIT AND ACCRUED INTEREST SHALL BE REFUNDED UPON BILL PAYMENT ON OR BEFORE THE SUE DATE FOR 12 CONSECUTIVE MONTHS.

UPON TERMINATION OF SERVICE THIS DEPOSIT WITH ACCRUED INTEREST SHALL BE CREDITED TO THE FINAL BILL AND THE BALANCE, IF ANY, SHALL BE RETURNED TO THE CUSTOMER. THIS DEPOSIT IS NOT TRANSFERABLE. PLEASE RETAIN YOUR COPY OF THE DEPOSIT RECEIPT.



CERTIFICATE OF DEPOSIT

NUMBER	CAO	AMOUNT REQUESTED	DATE OF DEPOSIT	REVENUE CLASS
ACCOUNT NAME		ACCOUNT NUMBER		
ADDRESS		FL	APT	CITY
				ZIP CODE
THE SUM OF		DOLLARS \$		
TRANS TO ACCOUNTS REC		REFUNDED		
		COMPUTER ENTRY DATE		
RECEIVED FROM		CHECK NO		
EMPLOYEE'S SIGNATURE		PLACE OF PAYMENT		
		EMPLOYEE'S NAME - PRINT		

SEE OVER
DEPOSIT ACCOUNTING COPY

michcon

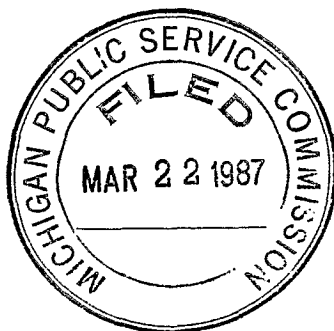
622 JAN 89



CANCELLED BY	ORDER
REMOVED BY	DATE

Handwritten: JHSM, 6-24-94

CERTIFICATE OF DEPOSIT									
NUMBER	CAO	AMOUNT REQUESTED	DATE OF DEPOSIT	REVENUE CLASS	CD	ACCOUNT NUMBER	ZIP CODE	DEPOSIT REASON	
1000726									
ACCOUNT NAME		FL	APT	CITY					
ADDRESS									
THE SUM OF		DOLLARS \$							
TRANS. TO ACCOUNTS REC.		REFUNDED							
RECEIVED FROM		COMPUTER ENTRY DATE							CHECK NO.
EMPLOYEE'S SIGNATURE		PLACE OF PAYMENT							
EMPLOYEE'S NAME - PRINT									
622 DEC. 86		MICHIGAN CONSOLIDATED GAS COMPANY		SEE OVER		DEPOSIT ACCOUNTING RECORD			



CANCELLED BY	ORDER <u>Form</u>
REMOVED BY	<u>MM</u>
DATE	<u>2-15-89</u>

(Continued From [Sheet No. F-18.00](#))**Applicable to all Districts****Surcharges and Special Taxes:**

This Rate Schedule is subject to Surcharges shown on Sheet No. E-2.00 ([Sheet No. E-2.00](#))

In municipalities which levy special taxes, license fees, or street rentals against Company, and which levy has been successfully maintained, the standard of rates shall be increased within the limits of such municipalities so as to offset such special charges and thereby prevent Customers in other localities from being compelled to share any portion of such local increase.

Bills shall be increased to offset any new or increased specific tax or excise imposed by any governmental authority upon Company's production, transmission or sale of gas.

Late Payment Charge and Due Date:

A late payment charge of 2% shall be applied to the unpaid balance outstanding if the bill is not paid in full on or before the date on which the bill is due. The due date of Customer's bill shall be 21 days from the date of mailing.

Unauthorized Gas Usage:

"Unauthorized Gas Usage" occurs when Customer uses Company's system supply while taking service under a transportation Rate Schedule.

If Customer uses Company's system supply, then Customer shall pay Company for Unauthorized Gas Usage at the highest price reported for MichCon, Michigan, Consumers Energy and Chicago LDCs during the applicable Month as reported by Gas Daily or, in the event that Gas Daily discontinues its reporting of such prices, any comparable reporting service, plus \$1.00 per 100 cubic feet, ***plus Customer's contracted Transportation Charge***, for all gas taken by Customer in excess of the cumulative volume delivered to Company (less Gas-in-Kind) on behalf of Customer.

Load Balancing Storage Charge:

- (a) Customer shall be charged \$0.025 per 100 cubic feet per Month plus ***1.42%*** for fuel for injection, for the storage of any Month-end balance of gas that exceeds 10% of the Annual Contract Quantity. The ***1.42%*** for fuel for injection shall be paid for by Gas-in-Kind.
- (b) Monthly withdrawals from storage during November through March will be limited to 3% of Customer's ACQ. Withdrawals in excess of that limit may be authorized but are subject to MichCon's sole judgment and prior approval pursuant to appropriate terms and conditions. Without prior approval, if in any Month the volume of gas received by Company, less Gas-in-Kind plus the 3% of Customer's ACQ is less than the volume of gas taken by Customer at the Delivery Point(s), then the excess delivery will be treated as unauthorized gas usage and will be charged under the Unauthorized Gas Usage provision.
- (c) Injections into storage during September and October will be limited to no more than 1.43% of ACQ without prior approval from Company. ***Customer will be charged \$0.025 per 100 cubic feet of gas, plus 1.42% retained as fuel, for any gas injected during the September and October period that exceeds the Month-end tolerance level of 1.43% of ACQ per Month. This charge will be in addition to any charges assessed to Customer for exceeding the Month-end balance of gas that exceeds 10% of the ACQ.***

(Continued on [Sheet No. F-20.00](#))

ISSUED MAY 26, 2005
BY M. E. CHAMPLEY
SENIOR VICE PRESIDENT
REGULATORY AFFAIRS

DETROIT, MICHIGAN

Michigan Public Service
Commission

June 9, 2005

Filed

JKB

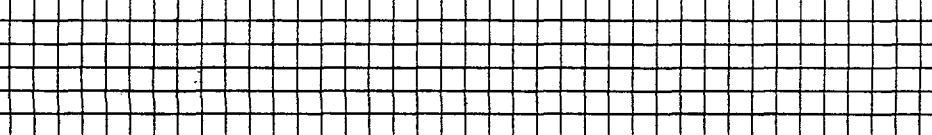
EFFECTIVE FOR GAS SERVICE
RENDERED ON AND AFTER
APRIL 29, 2005

ISSUED UNDER AUTHORITY OF THE
MICHIGAN PUBLIC SERVICE COMM.
DATED APRIL 28, 2005
IN CASE NO. U-13898



CUSTOMER NAME		DATE
ADDRESS		TELEPHONE
CITY	ZIP CODE	INSPECTOR

THE CEILING AREA(S) AND INSULATION REQUIREMENTS ARE IDENTIFIED IN THE SKETCH AND TABLE BELOW:

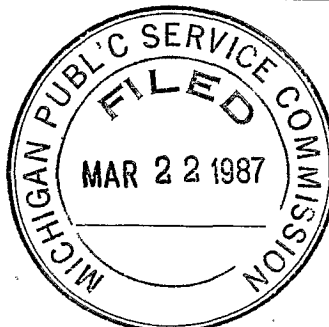


CEILING DESCRIPTION				INSULATING MATERIAL ALTERNATIVES		
CEILING AREA	DIMENSIONS	AREA SQ. FT.	VAPOR BARRIER NEEDED	LOOSE FILL R-VALUE	FACED ROLLS/ BATTS THICKNESS	UNFACED ROLLS/ BATTS THICKNESS
1.						
2.						
3.						
4.						

CEILING AREA	MATERIAL TYPE	BRAND NAME	UNITS (ROLLS/BAGS)	SQ. FT. PER UNIT	R-VALUE	BID PRICE
1.						
2.						
3.						
4.						

SALES TAX	
TOTAL PRICE	(\$750 MAXIMUM)

SUPPLIER NAME	TELEPHONE
ADDRESS	ZIP CODE
AUTHORIZED SIGNATURE	DATE



CANCELLED BY
ORDER 413155
REMOVED BY CDP
DATE 3-1-02

(Continued From Sheet No. F-19.00)**Applicable to all Districts****Standby Service:**

(a) Charges:

Customer taking Standby Service for a facility or equipment shall pay a Monthly charge equal to Company's election of:

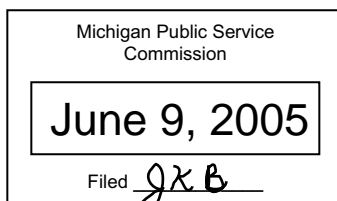
(1) \$0.065 per cubic foot, or \$65 per MMBtu, for each cubic foot, or MMBtu, of nameplate rating of the facility or equipment taking Standby Service; or

(2) **\$0.271 per 100 cubic feet of SMDQ.**(b) ***Company may require Customer to pay for facilities (e.g., additional meter(s), electronic remote metering, flow restriction devices, etc.) required to monitor Customer's Standby Service contracted election.*****Metering Requirements:*****All eligible XLT Customers shall be required to provide, at no expense to Company, a dedicated telecommunication line(s) as required for metering purposes, to a location specified by Company. The communication link must be installed and operating prior to a transportation Customer receiving service under Service Category XLT.******All eligible ST and LT Customers may choose to provide, at no expense to Company, a dedicated telecommunication line(s) for metering purposes, to a location specified by Company.******Customer shall be responsible for (i) ensuring that the communication links allow access to the meter data by Company and are compatible with Company's metering and billing systems, and (ii) all associated costs relating to the communication links including other accompanying equipment and monthly fees. Company shall own and maintain the actual metering equipment and modem.*****Customer Contract:**Customer is required to sign a Transportation Contract, limited as to time, which must be approved and executed by the President or a Vice President of Company, **or a designated representative**, before it shall be binding upon Company.

CANCELLED
 BY ORDER U-14106
 REMOVED BY JKB
 DATE 06-24-05

ISSUED MAY 26, 2005
 BY M. E. CHAMPLEY
 SENIOR VICE PRESIDENT
 REGULATORY AFFAIRS

DETROIT, MICHIGAN



EFFECTIVE FOR GAS SERVICE
 RENDERED ON AND AFTER
 APRIL 29, 2005

ISSUED UNDER AUTHORITY OF THE
 MICHIGAN PUBLIC SERVICE COMM.
 DATED APRIL 28, 2005
 IN CASE NO. U-13898

(Continued From Sheet No. F-19.00)
MICHCON CONSERVATION COMPANY
DO-IT-YOURSELF CEILING INSULATION
APPLICATION FOR INTEREST-FREE CONSERVATION PROGRAM

(To Be Completed By Customer)

Customer Name _____ Telephone _____

Address _____

City _____ Zip _____

1. Do you hold legal title to the premises or are you in rightful possession thereof under a land contract?

☐ Yes ☐ No

2. If the answer to question 1 is No, you will be required to obtain permission from the owner and their agreement to guarantee repayment of the financed amount in the event of default. Copies of a landlord permission/agreement form will be supplied upon request by contacting Michigan Consolidated at one of the mailing locations listed below.

3. Should your application be accepted, the amount financed will be divided into equal monthly payments which will become part of your monthly gas bill. For how many months do you choose to finance your ceiling insulation?

☐ 12 ☐ 24 ☐ 36 ☐ 48 ☐ 60

The undersigned hereby applies to MichCon Conservation Company for financing of the insulation material as stated on the Supplier Bid, under the terms and conditions of the participating suppliers bid as it appears thereon. Customer understands that MichCon Conservation Company and Michigan Consolidated Gas Company assumes no responsibility for personal injury or property damage arising from a do-it-yourself installation.

Customer Signature _____ Date _____

This form should either be mailed to one of the appropriate locations, or you may bring it to one of the business office locations.

Michigan Consolidated Gas Company Mailing Locations

Detroit/Ann Arbor Areas

Michigan Consolidated Gas Co.
Interest-Free Conservation Program
500 Griswold Street
Detroit, MI 48226
Phone 1-800-482-8720

Grand Rapids/Muskegon Areas

Michigan Consolidated Gas Co.
Interest-Free Conservation Program
200 Monroe Avenue
Grand Rapids, MI 49503
Phone 1-800-632-4457

Northern Michigan Areas

Michigan Consolidated Gas Co.
Interest-Free Conservation Program
1205 S. Mission
Mt. Pleasant, MI 48858
Phone 1-800-292-9021

Michigan Consolidated Gas Company Business Offices

Detroit/Ann Arbor Areas

Ann Arbor, 4641 Washtenaw
Dearborn, 24405 Michigan
Detroit, 550 Bates
Detroit, 10445 E. Jefferson
Detroit, 15600 Grand River
Detroit, 14355 Gratiot
Detroit, 16932 Schaefer
Hamtramck, 11400 Jos Campau
Highland Park, 13900 Woodward
Wyandotte, 134 Maple

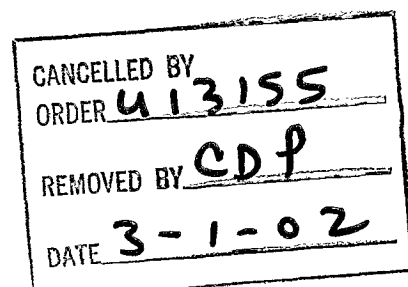
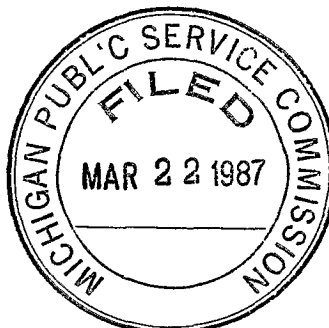
Grand Rapids/Muskegon Areas

Grand Rapids, 200 Monroe Ave.
Muskegon, 372 Morris Street

Northern Michigan Areas

Alpena, 133 W. Chisholm
Escanaba, 1507 Ludington St.
Kingsford, 710 E. Boulevard
Ludington, 2230 W. US 10
Mt. Pleasant, 2155 S. Mission
Petoskey, 1294 N. US 31
Sault Ste. Marie, 110 Dawson
Traverse City, 1011 Hastings
West Branch, 613 Parkway Dr.

(Continued on Sheet No. F-21.00)



(Continued From Sheet No. F-20.00)



**MICHCON CONSERVATION COMPANY
DO-IT-YOURSELF CEILING INSULATION
INTEREST-FREE FINANCING PROGRAM**

Dear Customer:

Thank you for your interest in our Do-It-Yourself Ceiling Insulation Program. Through this program you may install ceiling insulation up to a level of R-19 or approximately 6 inches, and pay for it over a period of up to 60 months. The program provides financing of up to \$750 for do-it-yourself installations.

The pre-installation inspection that has been performed on your ceiling area is an important part of our program that ensures that your insulation will be safely installed. When our inspector provides you with an approved inspection form, please proceed with the steps below to obtain the necessary insulating materials.

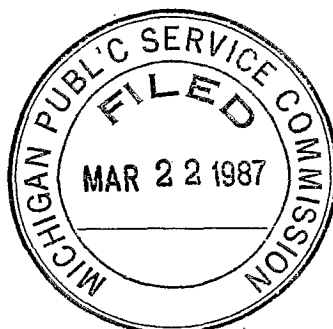
In some instances, improvements to your ceiling or attic area may be necessary before you receive inspection approval. Our inspector will review any required modifications with you. If this is the case with your ceiling or attic area, a second inspection will be necessary. Please make required improvements and continue with steps 1 and 2 as indicated below before contacting our offices for your second inspection. At the time of the second inspection our representative will investigate the ceiling or attic modifications. If approved, the inspector will accept your application for financing and prepare an agreement for your signature as described in steps 3 and 4 below. You can then proceed with steps 5 through 7.

Upon completion of the pre-installation inspection, you should proceed with the following steps:

1. Using the attached forms visit any of the insulation suppliers shown on the **Participating Suppliers List** and obtain bids for the insulation materials. Three bid forms are included so that you may obtain bids from more than one supplier.
2. Select one of the supplier bids and complete the Application on the reverse side of the bid form.
3. Mail the completed form to the appropriate Michigan Consolidated office or you may visit one of the business offices. The locations of these offices are listed on the Application. If a second inspection is required you may present the form to the inspector as previously described.
4. Upon receipt of your application, we will review your qualifications for the program. After we approve your application, we will provide an appropriate contract form for your signature.
5. Upon receipt and acceptance of the signed contract by MichCon, a Purchase Requisition Order, a copy of the accepted contract, and a copy of the Supplier Bid will be mailed to you.
6. To obtain the insulation materials for your home simply present the Purchase Requisition Order and the Supplier Bid to the supplier. The supplier will not release any materials without these documents.
7. Approximately thirty (30) days after you receive your insulation materials, MichCon will contact you to arrange for a post-installation inspection.

We hope this program will assist you in your efforts to install ceiling insulation. Our conservation representatives are available to discuss this program as well as other energy conservation projects you may have. If you have any questions, please contact us at the phone number listed on the Application. We look forward to your participation in this program.

CONSERVATION SERVICES
MICHIGAN CONSOLIDATED GAS COMPANY



CANCELLED BY	ORDER 413155
REMOVED BY	CDP
DATE	3-1-02

To revise Imbalance, Gas in Kind and Rates, and to add Late Payment Charge and Due Date

(Continued from [Sheet No. F-21.00](#))

Rate Schedule TOS-F (Continued)

Applicable to all Districts

Imbalance:

Company and Customer shall work to keep the gas flow in balance at all times. If at any time, the volumes of gas received by Company at the Receipt Point(s) are greater or lesser than the gas delivered at the Delivery Point(s), Company may refuse, increase or decrease deliveries to correct the imbalances. If, upon termination of a Contract, Customer has not delivered to Company quantities of gas that are equal to those Customer has taken at the Delivery Point(s), Customer must deliver the deficient volumes to Company, within 60 days of the termination of Contract, at a mutually agreeable rate of delivery. If Customer fails to correct the imbalance within the 60 day period, then Customer shall pay an unauthorized usage charge to Company **at a rate of the highest price reported for MichCon, Michigan, Consumers Energy and Chicago LDCs during the applicable Month as reported by Gas Daily or, in the event that Gas Daily discontinues its reporting of such prices, any comparable reporting service, plus \$1.00 per 100 cubic feet for all gas taken by Customer in excess of the cumulative volume delivered to Company (less use and loss) on behalf of Customer.**

Gas in Kind:

Company shall retain **1.42%** of all gas received at the Receipt Point(s) to compensate it for the allowance for company-use and lost-and-unaccounted-for gas on Company's system. **This volume shall not be included in the quantity available for delivery to Customer. In no event will Customer pay Gas-in-Kind more than once on the same volumes.**

Rates:

- (a) **For contracts less than 365 days, a rate as mutually agreed to by Customer and Company and set forth in Contract, consisting of a demand portion and/or a commodity portion.**
- (b) **For contracts equal to or exceeding 365 days, a rate not to exceed \$0.02120 per 100 cubic feet, consisting of a demand portion and/or a commodity portion shall be mutually agreed to by Customer and Company and set forth in Contract.**

Late Payment Charge and Due Date:

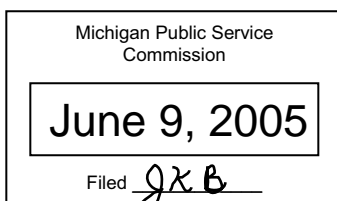
A late payment charge of 2% shall be applied to the unpaid balance outstanding if the bill is not paid in full on or before the date on which the bill is due. The due date of Customer's bill shall be 21 days from the date of mailing.

CANCELLED
BY
ORDER U-14106

REMOVED BY JKB
DATE 06-24-05

ISSUED MAY 26, 2005
BY M. E. CHAMPLEY
SENIOR VICE PRESIDENT
REGULATORY AFFAIRS

DETROIT, MICHIGAN



EFFECTIVE FOR GAS SERVICE
RENDERED ON AND AFTER
APRIL 29, 2005

ISSUED UNDER AUTHORITY OF THE
MICHIGAN PUBLIC SERVICE COMM.
DATED APRIL 28, 2005
IN CASE NO. U-13898

214345

MichCon CONSERVATION COMPANY
500 Griswold Street, Detroit, MI 48226

RETAIL INSTALLMENT CONTRACT
(WITH FEDERAL LAW DISCLOSURE)
FOR FURNACE RETROFITS
(WHERE CASH PRICE IS \$300 OR LESS)

687 NOV 83

NAME OF BUYER(S)				LEGAL DESCRIPTION OF PROPERTY			
ADDRESS		CITY	STATE	ZIP CODE			
NAME OF OWNER(S)							
ADDRESS		CITY	STATE	ZIP CODE			
INSTALLATION ADDRESS			PHONE NUMBER				
SELLER MichCon CONSERVATION COMPANY		ADDRESS 500 GRISWOLD STREET		CITY DETROIT	STATE MI	ZIP CODE 48226	
SELLER'S ASSIGNEE MICHIGAN CONSOLIDATED GAS COMPANY		ADDRESS 500 GRISWOLD STREET		CITY DETROIT	STATE MI	ZIP CODE 48226	
CONTRACTOR/SUPPLIER		ADDRESS		CITY	STATE	ZIP CODE	

DESCRIPTION OF GOODS AND SERVICES (Check appropriate box)

FURNISH AND INSTALL:

☐ FIXED FLUE RESTRICTOR, _____
INCHES IN DIAMETER, _____
(BRAND NAME OR MANUFACTURER)
AND DERATE GAS INPUT.

AMOUNT	\$
SALES TAX	\$
TOTAL SALE PRICE	\$

☐ VENT DAMPER _____ INCHES
IN DIAMETER: _____
(TYPE) (MODEL #)

DISCLOSURES UNDER FEDERAL LAW

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED / TOTAL OF PAYMENTS	TOTAL SALE PRICE
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf, which is the same as the amount you will have paid after you have made all payments as scheduled.	The total cost of your purchase on credit, including your down payment of \$_____
0%	\$ _____	\$ _____	\$ _____

ITEMIZATION OF AMOUNT FINANCED: \$ _____ PAID TO _____ ON YOUR BEHALF.

YOUR PAYMENT
SCHEDULE WILL BE:

NUMBER OF PAYMENTS

AMOUNT OF PAYMENTS

WHEN PAYMENTS ARE DUE

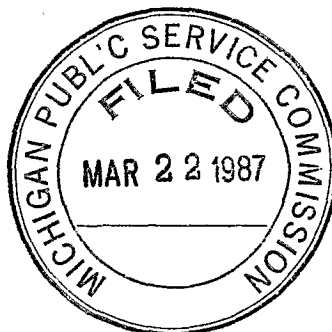
\$

* Monthly, beginning on the first monthly billing cycle following installation or purchase.

PREPAYMENT: If you pay off early, you will not have to pay a penalty. See this contract for any additional information about non-payment, default and other terms and conditions.

ACCOUNT NUMBER	C.D.	TYPE MOSE	CAO	B.U.	CREDIT CODE	INSTAL CODE (MO./YR.)
SEPARATE BILLING ACCOUNT NUMBER	C.D.	<input type="checkbox"/> USING		TYPE OF SERVICE		<input type="checkbox"/> NOT USING

(Continued on Sheet No. F-23.00)



CANCELLED BY
ORDER 413155

REMOVED BY CDP

DATE 3-1-02

(Continued From Sheet No. F-22.00)

The term "Seller" as used herein includes "Seller's Assignee," Michigan Consolidated Gas Company.
The term "Buyer" as used herein means every person whose signature appears under the term "Buyer(s) Signature" below, and Buyer's successors.

Buyer hereby purchases from Seller the above described goods and services under the terms and conditions below and on the reverse side hereof.

This Contract shall be binding upon and inure to the benefit of the successors and assigns and heirs, executors and administrators (as the case may be) of the parties hereto.

The installment payments referred to above will be equal and are due monthly as part of the charge for residential gas service rendered by the Michigan Consolidated Gas Company at the above installation address. I authorize Michigan Consolidated to first apply all future payments on my account to prior outstanding charges, including the services set forth above. All customer rights under the MPSC Billing Practices Rules (Mich. Adm. Code R460.2101 et seq.) are expressly retained. In order to provide notice to successor customers at the installation address of the obligation to pay any outstanding balance on this Contract, a Claim of Interest under 1945 PA 200 will be filed with the Register of Deeds.

This Contract, including the terms and conditions on the reverse side hereof (which by this reference are incorporated herein) constitutes the entire agreement between the parties. See reverse side for consequences of default.

The Buyer's rights to rescind or cancel granted herein are made in compliance with Michigan law.

NOTICE TO BUYER: Do not sign this Contract before you read it or if it contains blank spaces. You are entitled to a copy of the Contract you sign. You are entitled to a partial return of the FINANCE CHARGE if you prepay the balance.

YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

NOTICE OF ASSIGNMENT

Please take notice that the right under this Contract will be assigned to the Michigan Consolidated Gas Company, 500 Griswold Street, Detroit, Michigan 48226 upon satisfactory completion of the installation and performance of the goods and services described above and inspection of the work by Seller.

MichCon Conservation Company (NAME AND TITLE)

ACCEPTED BY:

DATED

BUYER(S) SIGNATURE

X

BUYER(S) SIGNATURE

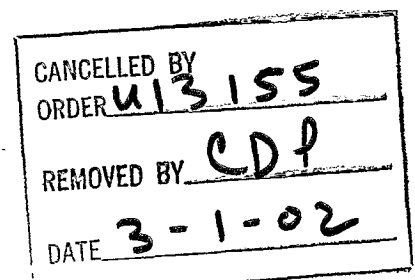
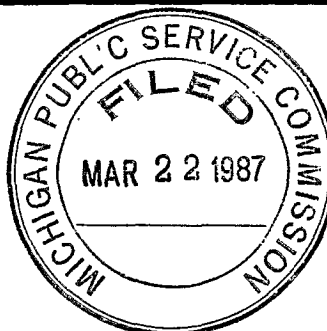
X

DATE ACCEPTED COPY MAILED TO BUYER

NOTICE: See other side for important information and additional terms.

CUSTOMER BILLING

(Continued on Sheet No. F-24.00)



To revise Imbalance, Gas in Kind and Rates, and to add Late Payment Charge and Due Date

(Continued From [Sheet No. F-23.00](#))

Rate Schedule TOS-I (Continued)

Applicable to all Districts

Imbalance:

Company and Customer shall work to keep the gas flow in balance at all times. If at any time, the volumes of gas received by Company at the Receipt Point(s) are greater or lesser than the gas delivered at the Delivery Point(s), Company may refuse, increase or decrease deliveries to correct the imbalances. If, upon termination of a Contract, Customer has not delivered to Company quantities of gas that are equal to those Customer has taken at the Delivery Point(s), Customer must deliver the deficient volumes to Company, within 60 days of the termination of Contract, at a mutually agreeable rate of delivery. If Customer fails to correct the imbalance within the 60 day period, then Customer shall pay an unauthorized usage charge to Company **at a rate of the highest price reported for MichCon, Michigan, Consumers Energy and Chicago LDCs during the applicable Month as reported by Gas Daily or, in the event that Gas Daily discontinues its reporting of such prices, any comparable reporting service, plus \$1.00 per 100 cubic feet for all gas taken by Customer in excess of the cumulative volume delivered to Company (less use and loss) on behalf of Customer.**

Gas in Kind:

Company shall retain **1.42%** of all gas received at the Receipt Point(s) to compensate it for the allowance for company-use and lost-and-unaccounted-for gas on Company's system. **This volume shall not be included in the quantity available for delivery to Customer. In no event will Customer pay Gas-in-Kind more than once on the same volumes.**

Rates:

- (a) **For contracts less than 365 days, a rate as mutually agreed to by Customer and Company and set forth in Contract, consisting of a demand portion and/or a commodity portion.**
- (b) **For contracts equal to or exceeding 365 days, a rate not to exceed \$0.02120 per 100 cubic feet, consisting of a demand portion and/or a commodity portion shall be mutually agreed to by Customer and Company and set forth in Contract.**

Late Payment Charge and Due Date:

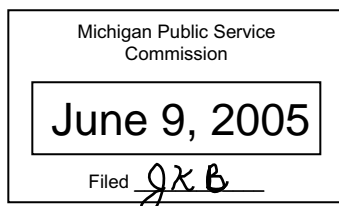
A late payment charge of 2% shall be applied to the unpaid balance outstanding if the bill is not paid in full on or before the date on which the bill is due. The due date of Customer's bill shall be 21 days from the date of mailing.

CANCELLED
BY
ORDER U-14106

REMOVED BY JKB
DATE 06-24-05

ISSUED MAY 26, 2005
BY M. E. CHAMPLEY
SENIOR VICE PRESIDENT
REGULATORY AFFAIRS

DETROIT, MICHIGAN



**EFFECTIVE FOR GAS SERVICE
RENDERED ON AND AFTER
APRIL 29, 2005**

**ISSUED UNDER AUTHORITY OF THE
MICHIGAN PUBLIC SERVICE COMM.
DATED APRIL 28, 2005
IN CASE NO. U-13898**

(Continued From Sheet No. F-23.00)

TERMS AND CONDITIONS FORMING PART OF CONTRACT

Buyer represents that Buyer is a residential customer of Michigan Consolidated Gas Company taking gas service at the address where the goods and services are to be installed and (i) holds legal title to such premises or is in rightful possession under a land contract, or (ii) rents or leases such premises, in which case the purchase under this agreement is expressly conditioned upon the Buyer securing from the owner of such premises a signed approval and agreement on a form supplied by Seller.

Upon default in any payment or condition hereunder, the Buyer shall pay immediately to the Seller, if the Seller so elects, the entire amount of the balance then remaining unpaid under this contract and the Seller may enforce any other remedy, including discontinuation of gas service, it may have under applicable law. Written notice mailed by first class mail to the Buyer at the address designated on this agreement or of which the Buyer has last notified the Seller in writing by specific reference to this agreement shall constitute reasonable notice. The Seller may waive any default without waiving any other prior or subsequent default. This agreement shall become effective only upon acceptance by the Seller.

Seller may declare the entire unpaid balance of this contract immediately due and payable when it deems itself insecure, however, failure to do so does not waive Seller's rights. Such insecurity arises when the Seller in good faith believes that Buyer has ceased or intends to cease, either voluntarily or involuntarily, using residential gas service at the installation address shown on the reverse side of this contract.

Prior to furnishing and installing the goods and services, an inspection shall be made of Buyer's existing heating system, including but not limited to, the heating unit, flues, vents, controls, and gas piping. If any condition is found which could result in unsafe operation, no goods or services shall be furnished or installed until such condition is corrected. The correction of any unsafe condition shall be the sole responsibility of Buyer and the cost thereof shall not be included as goods and services under this or any other Contract with Seller.

If the Buyer chooses to purchase and/or have installed any other type of device, product, part, component, material or services in addition to the goods and services designated in this contract, Buyer may enter into a separate contract for such purchase and/or installation with a contractor or installer of their choice and the cost thereof shall not be included as goods and services under this contract.

Buyer acknowledges the receipt of Seller's written warranty which applies to the goods and services described in this contract.

Seller will assume all outstanding performance obligations under this contract in the event that its subcontractor abandons or fails to diligently perform the work and although a statutory contractor's or subcontractor's lien could arise from this transaction, the Seller will assert no such lien or security interest, and its subcontractor (who will furnish and install the goods and services hereunder) has agreed with the Seller to assert none.

(Continued on Sheet No. F-25.00)



CANCELLED BY	ORDER
	413155
REMOVED BY	CDP
DATE	3-1-02

Rate Schedule CS-F

Applicable to all Districts

CONTRACT STORAGE RATE-FIRM

Availability:

This Rate Schedule is available to all entities desiring firm storage service to the extent that:

- (a) Company has determined that it has sufficient available and uncommitted storage capacity to perform the service requested by the entity; and
- (b) Customer is required to sign a Contract, limited as to time, which must be approved and executed by the President or a Vice President of Company, **or a designated representative**, before it shall be binding upon Company.

Characteristics of Service:

Any rates, terms and conditions not covered by the Tariff shall be as contained in the Contract.

Service commitments under any Contract for storage services are limited to a maximum of five years. Contracts which exceed a five-year term must state that service beyond the five-year limitation is on an "as available" basis.

Gas in Kind:

Fuel for injection of **1.42%** shall be paid for by Gas-in-Kind.

Rates:

The Storage Charge shall be a rate not to exceed \$0.15 per 100 cubic feet, consisting of a demand portion and a commodity portion, as provided by Contract.

Late Payment Charge and Due Date:

A late payment charge of 2% shall be applied to the unpaid balance outstanding if the bill is not paid in full on or before the date on which the bill is due. The due date of Customer's bill shall be 21 days from the date of mailing.

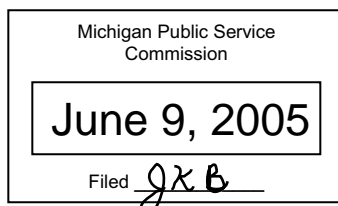
CANCELLED
BY
ORDER U-14106

REMOVED BY JKB
DATE 06-24-05

(Continued on [Sheet No. F-26.00](#))

ISSUED MAY 26, 2005
BY M. E. CHAMPLEY
SENIOR VICE PRESIDENT
REGULATORY AFFAIRS

DETROIT, MICHIGAN



EFFECTIVE FOR GAS SERVICE
RENDERED ON AND AFTER
APRIL 29, 2005

ISSUED UNDER AUTHORITY OF THE
MICHIGAN PUBLIC SERVICE COMM.
DATED APRIL 28, 2005
IN CASE NO. U-13898

(Continued From Sheet No. F-24.00)

NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

ASSIGNMENT

MichCon CONSERVATION COMPANY hereby assigns to MICHIGAN CONSOLIDATED GAS COMPANY, its successors, and assigns, all rights and interests in and to this contract.

Assignor warrants that this contract assigned is valid and enforceable; that it is in full force and effect and has not been breached by either party and that there are no set-offs or counterclaims against assignor.

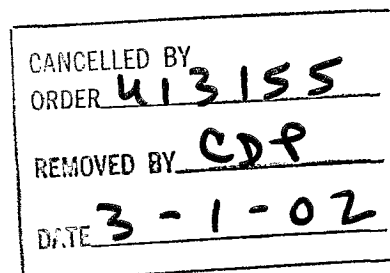
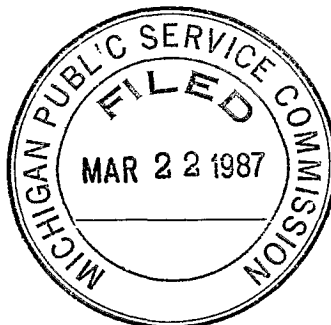
This assignment is made subject to all of the terms and conditions of the contract dated June 30, 1981, and any amendments thereto, in effect between MichCon Conservation Company and Michigan Consolidated Gas Company.

This is an assignment only of rights under this contract and is not to be understood or construed as a delegation of any of assignor's duties or obligations of performance under this contract.

MichCon CONSERVATION COMPANY

DATE: _____ BY: _____

NOTICE: See other side for important information and additional terms.



michcon Michigan Consolidated Gas Company

IMPORTANT COLLECTION NOTICE

YOUR COMMERCIAL GAS SERVICE IS SCHEDULED TO BE SHUT OFF IN 5 DAYS.

Please carefully read the front **and** back of this notice for important information.

To keep your gas service on,
CALL or VISIT MICHCON IMMEDIATELY.

WE CAN HELP YOU

- o If you are eligible for a payment arrangement, we can work it out.
- o See over for telephone number and Business Office locations.

☐ IF BOX IS CHECKED, WE CANNOT
ACCEPT PAYMENT BY CHECK.

IMPORTANT

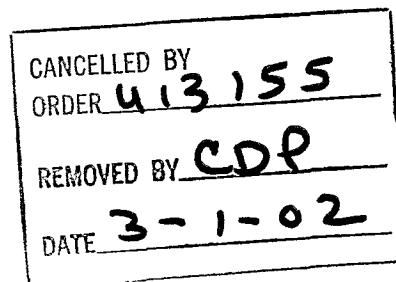
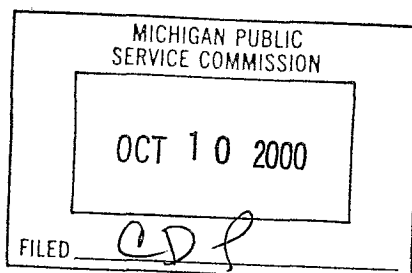
Once your gas service is shut off, you will be required to pay the total outstanding amount on your account by cash, certified check or money order. You may also be required to pay a

SECURITY DEPOSIT and a RECONNECT FEE, plus provide documentation (e.g., Certificate of Partnership, Articles of Incorporation, valid driver's license, assumed name papers, etc.) before gas service is restored.

785 Jul. 94

COLLECTOR NUMBER _____ DATE _____

NAME											
ADDRESS											
ACCOUNT NUMBER										CD	CAO
PAST DUE BALANCE \$ _____											
TOTAL OWING \$ _____											
DEPOSIT REQUIRED \$ _____											
RECONNECT FEE \$ _____											
OTHER CHARGES \$ _____											



michcon Michigan Consolidated Gas Company

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IMPORTANT

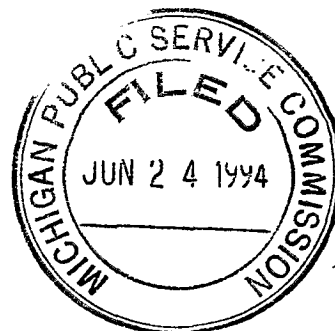
Once your gas service is shut off, you will be required to pay the total outstanding amount on your account by cash, certified check or money order. You may also be required to pay a required to pay a SECURITY DEPOSIT and a RECONNECT FEE, plus provide documentation (e.g., Certificate of Partnership, Articles of Incorporation, valid driver's license, assumed name papers, etc.) before gas service is restored.

NAME												
ADDRESS												
ACCOUNT NUMBER										CD	CAO	
PAST DUE BALANCE											\$	
TOTAL OWING											\$	
DEPOSIT REQUIRED											\$	
RECONNECT FEE											\$	
OTHER CHARGES											\$	

785 Mar. 94

COLLECTOR NUMBER _____ DATE _____

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



michcon Michigan Consolidated Gas Company

IMPORTANT COLLECTION NOTICE

YOUR COMMERCIAL GAS SERVICE IS SCHEDULED TO BE SHUT OFF IN 5 DAYS.

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- See over for telephone number and Business Office locations.

☐ IF BOX IS CHECKED, WE CANNOT
ACCEPT PAYMENT BY CHECK.

IMPORTANT

Once your gas service is shut off, you will be required to pay the total outstanding amount on your account by cash, certified check or money order. You may also be required to pay a SECURITY DEPOSIT and a RECONNECT FEE plus provide documentation (e.g., Certificate of Partnership, Articles of Incorporation, valid driver's license, assumed name papers, etc.) before gas service is restored.

785 JULY 88

COLLECTOR NUMBER _____ DATE _____

NAME	
ADDRESS	
ACCOUNT NUMBER	CD CAO
PREVIOUS BALANCE	\$ _____
TOTAL OWING	\$ _____
DEPOSIT REQUIRED	\$ _____
RECONNECT FEE	\$ _____
OTHER CHARGES	\$ _____



CANCELLED BY	_____
ORDER	_____
REMOVED BY	_____
DATE	6-24-94

785 MAR 87

MICHIGAN CONSOLIDATED GAS COMPANY

IMPORTANT COLLECTION NOTICE

YOUR COMMERCIAL GAS SERVICE IS SCHEDULED TO BE SHUT OFF IN 5 DAYS.

Please read carefully the front and back of this Notice for important information.
To keep your gas service on, CALL or VISIT MICHCON IMMEDIATELY.

WE CAN HELP YOU

- If you need a payment arrangement, we can work it out.
- See over for telephone number and Business Office locations.

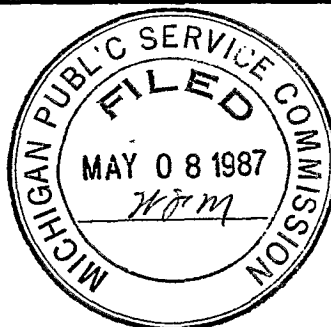
☐ IF BOX IS CHECKED, WE CANNOT
ACCEPT PAYMENT BY CHECK.

IMPORTANT

Once your gas service is shut off, you will be required to pay the total outstanding amount on your account by cash, certified check or money order. You may also have to pay a SECURITY DEPOSIT and a RECONNECT FEE plus provide documentation (e.g., Certificate of Partnership, Articles of Incorporation, valid driver's license, assumed name papers, etc.) before gas is restored.

NAME	
ADDRESS	
ACCOUNT NUMBER	ICD CAO
PREVIOUS BALANCE	\$ _____
TOTAL OWING	\$ _____
DEPOSIT REQUIRED	\$ _____
RECONNECT FEE	\$ _____
OTHER CHARGES	\$ _____

COLLECTOR NUMBER _____ DATE _____



CANCELLED BY	ORDER <u>Horm Change</u>
REMOVED BY	<u>HJM</u>
DATE	<u>8-17-88</u>

(Continued From [Sheet No. F-25.00](#))

Rate Schedule CS-F (Continued)

Applicable to all Districts

Penalty Charges:

Company is authorized to charge storage Customers for deliveries to, or redeliveries from, storage in excess of the maximum volumes set forth in the Contract. The penalty rates shall not exceed the **rate of the highest price reported for MichCon, Michigan, Consumers Energy and Chicago LDCs during the applicable Month as reported by Gas Daily or, in the event that Gas Daily discontinues its reporting of such prices, any comparable reporting service, plus \$1.00 per 100 cubic feet for all gas taken by Customer in excess of the cumulative volume delivered to Company (less use and loss) on behalf of Customer.**

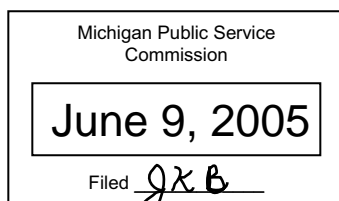
Customer shall request the withdrawal of all its gas in storage for delivery to the Delivery Point(s) on or before the last Gas Day on the term of the Contract. If, upon termination of the Contract, Customer has not requested the withdrawal of all its gas in storage, then Customer's remaining volumes shall be deemed sold to Company at a rate of the MichCon City Gate Index as published in Gas Daily less \$0.050 per 100 cubic feet. Payment for the volumes left in storage shall appear as a credit on the last statement rendered by Company. To the extent that the credit exceeds the total charges in that statement, Company shall pay the difference to Customer.

CANCELLED
BY
ORDER U-14106

REMOVED BY JKB
DATE 06-24-05

ISSUED MAY 26, 2005
BY M. E. CHAMPLEY
SENIOR VICE PRESIDENT
REGULATORY AFFAIRS

DETROIT, MICHIGAN



EFFECTIVE FOR GAS SERVICE
RENDERED ON AND AFTER
APRIL 29, 2005

ISSUED UNDER AUTHORITY OF THE
MICHIGAN PUBLIC SERVICE COMM.
DATED APRIL 28, 2005
IN CASE NO. U-13898

MichCon CONSERVATION COMPANY
500 Griswold Street, Detroit, MI 48226

HOME IMPROVEMENT INSTALLMENT CONTRACT
(WITH FEDERAL LAW DISCLOSURE)
FOR FURNACE RETROFITS
(WHERE CASH PRICE IS MORE THAN \$300)

307405

802 NOV 83

NAME OF BUYER(S)		LEGAL DESCRIPTION OF PROPERTY			
ADDRESS	CITY	STATE	ZIP CODE		
NAME OF OWNER(S)					
ADDRESS	CITY	STATE	ZIP CODE		
INSTALLATION ADDRESS		PHONE NUMBER			
SELLER	ADDRESS		CITY	STATE	ZIP CODE
MichCon CONSERVATION COMPANY	500 GRISWOLD STREET		DETROIT	MI	48226
SELLER'S ASSIGNEE	ADDRESS		CITY	STATE	ZIP CODE
MICHIGAN CONSOLIDATED GAS COMPANY	500 GRISWOLD STREET		DETROIT	MI	48226
CONTRACTOR/SUPPLIER	ADDRESS		CITY	STATE	ZIP CODE

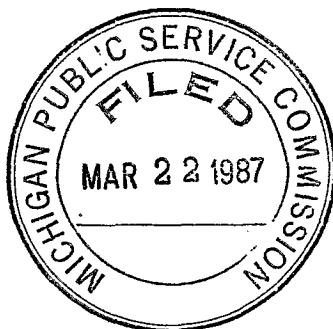
DESCRIPTION OF GOODS AND SERVICES (Check appropriate box)

FURNISH AND INSTALL: <input type="checkbox"/> FIXED FLUE RESTRICTOR, _____ INCHES IN DIAMETER, _____ (BRAND NAME OR MANUFACTURER) AND DERATE GAS INPUT.	AMOUNT	\$	<input type="checkbox"/> SELF INSTALLED <input type="checkbox"/> VENT DAMPER _____ INCHES IN DIAMETER: _____ (BRAND NAME: _____) (TYPE) _____ (MODEL #) _____
	SALES TAX	\$	
	TOTAL SALE PRICE	\$	

DISCLOSURES UNDER FEDERAL LAW

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED / TOTAL OF PAYMENTS	TOTAL SALE PRICE
The cost of your credit as a yearly rate. 0%	The dollar amount the credit will cost you. \$ _____	The amount of credit provided to you or on your behalf, which is the same as the amount you will have paid after you have made all payments as scheduled. \$ _____	The total cost of your purchase on credit, including your down payment of \$ _____ \$ _____
ITEMIZATION OF AMOUNT FINANCED: \$ _____ PAID TO _____ ON YOUR BEHALF.			
YOUR PAYMENT SCHEDULE WILL BE:		NUMBER OF PAYMENTS _____	AMOUNT OF PAYMENTS \$ _____
		WHEN PAYMENTS ARE DUE Monthly, beginning on the first monthly billing cycle following installation or purchase	
PREPAYMENT: If you pay off early, you will not have to pay a penalty. See this contract for any additional information about non-payment, default and other terms and conditions.			
ACCOUNT NUMBER	C.D.	TYPE MOSE	CAO
SEPARATE BILLING ACCOUNT NUMBER	C.D.	TYPE OF SERVICE <input type="checkbox"/> USING <input type="checkbox"/> NOT USING	

(Continued on Sheet No. F-27.00)



CANCELLED BY	ORDER	413155
REMOVED BY	CDP	
DATE	3-1-82	

Rate Schedule CS-1**Applicable to all Districts****CONTRACT STORAGE RATE-INTERRUPTIBLE****Availability:**

This Rate Schedule is available to all entities desiring interruptible storage service to the extent that:

- (a) Company has determined that it has sufficient available and uncommitted storage capacity to perform the service requested by the entity; and
- (b) Customer is required to sign a Contract, limited as to time, which must be approved and executed by the President or a Vice President of Company, **or a designated representative**, before it shall be binding upon Company.

Characteristics of Service:

Any rates, terms and conditions not covered by the Tariff shall be as contained in the Contract.

Service commitments under any Contract for storage services are limited to a maximum of five years. Contracts which exceed a five-year term must state that service beyond the five-year limitation is on an "as available" basis.

On any Gas Day, gas that is nominated to Company for injection or withdrawal is subject to interruption at the sole discretion of Company.

Gas in Kind:

Fuel for injection of **1.42%** shall be paid for by Gas-in-Kind.

Rates:

The Storage Charge shall be a rate not to exceed \$0.15 per 100 cubic feet, consisting of a demand portion and a commodity portion, as provided by Contract.

Late Payment Charge and Due Date:

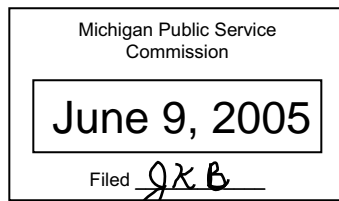
A late payment charge of 2% shall be applied to the unpaid balance outstanding if the bill is not paid in full on or before the date on which the bill is due. The due date of Customer's bill shall be 21 days from the date of mailing.

CANCELLED	
BY	U-14106
ORDER	
REMOVED BY	JKB
DATE	06-24-05

(Continued on [Sheet No. F-28.00](#))

ISSUED MAY 26, 2005
BY M. E. CHAMPLEY
SENIOR VICE PRESIDENT
REGULATORY AFFAIRS

DETROIT, MICHIGAN



EFFECTIVE FOR GAS SERVICE
RENDERED ON AND AFTER
APRIL 29, 2005

ISSUED UNDER AUTHORITY OF THE
MICHIGAN PUBLIC SERVICE COMM.
DATED APRIL 28, 2005
IN CASE NO. U-13898

(Continued From Sheet No. F-26.00)

The term "Seller" as used herein includes "Seller's Assignee," Michigan Consolidated Gas Company.
The term "Buyer" as used herein means every person whose signature appears under the term "Buyer(s) Signature" below, and Buyer's successors.

Buyer hereby purchases from Seller the above described goods and services under the terms and conditions below and on the reverse side hereof.

This Contract shall be binding upon and inure to the benefit of the successors and assigns and heirs, executors and administrators (as the case may be) of the parties hereto.

The installment payments referred to above will be equal and are due monthly as part of the charge for residential gas service rendered by the Michigan Consolidated Gas Company at the above installation address. I authorize Michigan Consolidated to first apply all future payments on my account to prior outstanding charges, including the services set forth above. All customer rights under the MPSC Billing Practices Rules (Mich. Adm. Code R460.2101 et seq.) are expressly retained. In order to provide notice to successor customers at the installation address of the obligation to pay any outstanding balance on this Contract, a Claim of Interest under 1945 PA 200 will be filed with the Register of Deeds.

This Contract, including the terms and conditions on the reverse side hereof (which by this reference are incorporated herein) constitutes the entire agreement between the parties. See reverse side for consequences of default.

The Buyer's rights to rescind or cancel granted herein are made in compliance with Michigan law.

NOTICE TO BUYER: (1) Do not sign this Contract before you read it. (2) You are entitled to a completely filled-in copy of this contract. (3) Under the law, you have the right to pay off in advance the full amount due and, under certain conditions, to obtain a partial refund of the FINANCE CHARGE. (4) You may rescind or cancel this contract, not later than 5 p.m. on the business day following the date thereof by giving written notice of rescission to the contractor or his agent at his place of business given in the contract or by mailing the notice or cancellation to the contractor to his place of business given in the contract by depositing a properly addressed certified letter in a United States post office or mail box, but if you rescind after 5 p.m. on the business day following, you are still entitled to offer defenses in mitigation of damages and to pursue any rights of action or defenses that arise out of the transaction.

In addition, under 1971 PA 227, as amended: YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

NOTICE OF ASSIGNMENT

Please take notice that the right under this Contract will be assigned to the Michigan Consolidated Gas Company, 500 Griswold Street, Detroit, Michigan 48226 upon satisfactory completion of the installation and performance of the goods and services described above and inspection of the work by Seller.

MichCon Conservation Company (NAME AND TITLE)

ACCEPTED BY:

DATED

BUYER(S) SIGNATURE

X

BUYER(S) SIGNATURE

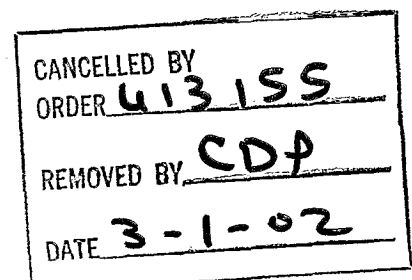
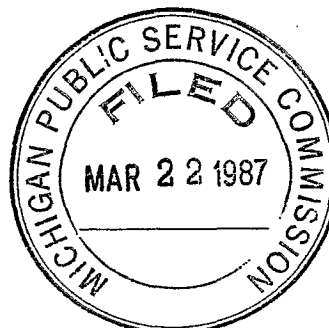
X

DATE ACCEPTED COPY MAILED TO BUYER

NOTICE: See other side for important information and additional terms.

CUSTOMER BILLING

(Continued on Sheet No. F-28.00)



(Continued From Sheet No. F-27.00)

Rate Schedule CS-1 (Continued)

Applicable to all Districts

Penalty Charges:

Company is authorized to charge storage Customers for deliveries to, or redeliveries from, storage in excess of the maximum volumes set forth in the Contract. The penalty rates shall not exceed the **rate of the highest price reported for MichCon, Michigan, Consumers Energy and Chicago LDCs during the applicable Month as reported by Gas Daily or, in the event that Gas Daily discontinues its reporting of such prices, any comparable reporting service, plus \$1.00 per 100 cubic feet for all gas taken by Customer in excess of the cumulative volume delivered to Company (less use and loss) on behalf of Customer.**

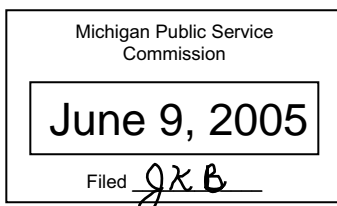
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CANCELLED
BY
ORDER U-14106

REMOVED BY JKB
DATE 06-24-05

ISSUED MAY 26, 2005
BY M. E. CHAMPLEY
SENIOR VICE PRESIDENT
REGULATORY AFFAIRS

DETROIT, MICHIGAN



EFFECTIVE FOR GAS SERVICE
RENDERED ON AND AFTER
APRIL 29, 2005

ISSUED UNDER AUTHORITY OF THE
MICHIGAN PUBLIC SERVICE COMM.
DATED APRIL 28, 2005
IN CASE NO. U-13898

(Continued From Sheet No. F-27.00)

TERMS AND CONDITIONS FORMING PART OF CONTRACT

Buyer represents that Buyer is a residential customer of Michigan Consolidated Gas Company taking gas service at the address where the goods and services are to be installed and (i) holds legal title to such premises or is in rightful possession under a land contract, or (ii) rents or leases such premises, in which case the purchase under this agreement is expressly conditioned upon the Buyer securing from the owner of such premises a signed approval and agreement on a form supplied by Seller.

Upon default in any payment or condition hereunder, the Buyer shall pay immediately to the Seller, if the Seller so elects, the entire amount of the balance then remaining unpaid under this contract and the Seller may enforce any other remedy, including discontinuation of gas service, it may have under applicable law. Written notice mailed by first class mail to the Buyer at the address designated on this agreement or of which the Buyer has last notified the Seller in writing by specific reference to this agreement shall constitute reasonable notice. The Seller may waive any default without waiving any other prior or subsequent default. This agreement shall become effective only upon acceptance by the Seller.

Seller may declare the entire unpaid balance of this contract immediately due and payable when it deems itself insecure, however, failure to do so does not waive Seller's rights. Such insecurity arises when the Seller in good faith believes that Buyer has ceased or intends to cease, either voluntarily or involuntarily, using residential gas service at the installation address shown on the reverse side of this contract.

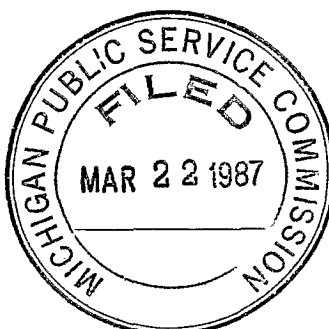
Prior to furnishing and installing the goods and services, an inspection shall be made of Buyer's existing heating system, including but not limited to, the heating unit, flues, vents, controls, and gas piping. If any condition is found which could result in unsafe operation, no goods or services shall be furnished or installed until such condition is corrected. The correction of any unsafe condition shall be the sole responsibility of Buyer and the cost thereof shall not be included as goods and services under this or any other Contract with Seller.

If the Buyer chooses to purchase and/or have installed any other type of device, product, part, component, material or services in addition to the goods and services designated in this contract, Buyer may enter into a separate contract for such purchase and/or installation with a contractor or installer of their choice and the cost thereof shall not be included as goods and services under this contract.

Buyer acknowledges the receipt of Seller's written warranty which applies to the goods and services described in this contract.

Seller will assume all outstanding performance obligations under this contract in the event that its subcontractor abandons or fails to diligently perform the work and although a statutory contractor's or subcontractor's lien could arise from this transaction, the Seller will assert no such lien or security interest, and its subcontractor (who will furnish and install the goods and services hereunder) has agreed with the Seller to assert none.

(Continued on Sheet No. F-29.00)



CANCELLED BY	ORDER
	413155
REMOVED BY	CDP
DATE	3-1-02

(Continued From Sheet No. F-28.00)

NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

ASSIGNMENT

MichCon CONSERVATION COMPANY hereby assigns to MICHIGAN CONSOLIDATED GAS COMPANY, its successors, and assigns, all rights and interests in and to this contract.

Assignor warrants that this contract assigned is valid and enforceable; that it is in full force and effect and has not been breached by either party and that there are no set-offs or counterclaims against assignor.

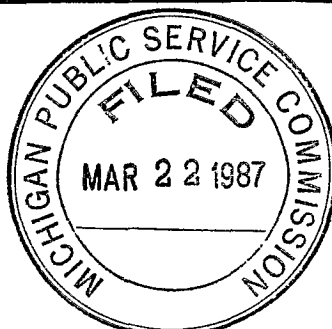
This assignment is made subject to all of the terms and conditions of the contract dated June 30, 1981, and any amendments thereto, in effect between MichCon Conservation Company and Michigan Consolidated Gas Company.

This is an assignment only of rights under this contract and is not to be understood or construed as a delegation of any of assignor's duties or obligations of performance under this contract.

MichCon CONSERVATION COMPANY

DATE: _____ BY: _____

NOTICE: See other side for important information and additional terms.



MichCon CONSERVATION COMPANY
500 Griswold Street, Detroit, MI 48226

HOME IMPROVEMENT INSTALLMENT CONTRACT
(WITH FEDERAL LAW DISCLOSURE)
FOR INSULATION SALES

134212

808 NOV 83

(WHERE CASH PRICE IS MORE THAN \$300)

NAME OF BUYER(S)		LEGAL DESCRIPTION OF PROPERTY			
ADDRESS	CITY	STATE	ZIP CODE		
NAME OF OWNER(S)					
ADDRESS	CITY	STATE	ZIP CODE		
INSTALLATION ADDRESS		PHONE NUMBER			
SELLER MichCon CONSERVATION COMPANY		ADDRESS 500 GRISWOLD STREET	CITY DETROIT	STATE MI	ZIP CODE 48226
SELLER'S ASSIGNEE MICHIGAN CONSOLIDATED GAS COMPANY		ADDRESS 500 GRISWOLD STREET	CITY DETROIT	STATE MI	ZIP CODE 48226
CONTRACTOR/SUPPLIER		ADDRESS	CITY	STATE	ZIP CODE

DESCRIPTION OF GOODS AND SERVICES (Check appropriate box)

<input checked="" type="checkbox"/> CONTRACTOR INSTALLED	AMOUNT \$	<input type="checkbox"/> SELF INSTALLED
FURNISH AND INSTALL _____		_____ SQUARE FEET OF
SQUARE FEET OF _____ TYPE	SALES TAX \$	_____ TYPE INSULATION,
INSULATION, _____ INCHES IN		_____ INCHES IN THICKNESS
THICKNESS IN CEILING AT THE ABOVE INSTALLATION ADDRESS	TOTAL SALE PRICE \$	TO BE INSTALLED IN CEILING AT THE ABOVE INSTALLATION ADDRESS.

DISCLOSURES UNDER FEDERAL LAW

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate. 0%	FINANCE CHARGE The dollar amount the credit will cost you. \$ _____	AMOUNT FINANCED / TOTAL OF PAYMENTS The amount of credit provided to you or on your behalf, which is the same as the amount you will have paid after you have made all payments as scheduled. \$ _____	TOTAL SALE PRICE The total cost of your purchase on credit, including your down payment of \$ _____. \$ _____
--	--	---	--

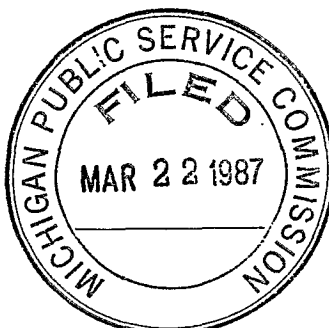
ITEMIZATION OF AMOUNT FINANCED: \$ _____ PAID TO _____ ON YOUR BEHALF.

YOUR PAYMENT SCHEDULE WILL BE: **NUMBER OF PAYMENTS** **AMOUNT OF PAYMENTS** **WHEN PAYMENTS ARE DUE**
\$ _____ Monthly, beginning on the first monthly billing cycle following installation or purchase

PREPAYMENT: If you pay off early, you will not have to pay a penalty. See this contract for any additional information about non-payment, default and other terms and conditions

ACCOUNT NUMBER	C.D.	TYPE MOSE	CAO	B.U.	CREDIT CODE	INSTAL CODE (MO/YR.)
SEPARATE BILLING ACCOUNT NUMBER	C.D.	<input type="checkbox"/> USING	TYPE OF SERVICE		<input type="checkbox"/> NOT USING	

(Continued on Sheet No. F-31.00)



CANCELLED BY	ORDER 413155
REMOVED BY	CDP
DATE	3-1-02

(Continued From Sheet No. F-30.00)

The term "Seller" as used herein includes "Seller's Assignee," Michigan Consolidated Gas Company.
The term "Buyer" as used herein means every person whose signature appears under the term "Buyer(s) Signature" below, and Buyer's successors.

Buyer hereby purchases from Seller the above described goods and services under the terms and conditions below and on the reverse side hereof.

This Contract shall be binding upon and inure to the benefit of the successors and assigns and heirs, executors and administrators (as the case may be) of the parties hereto.

The installment payments referred to above will be equal and are due monthly as part of the charge for residential gas service rendered by the Michigan Consolidated Gas Company at the above installation address. I authorize Michigan Consolidated to first apply all future payments on my account to prior outstanding charges, including the services set forth above. All customer rights under the MPSC Billing Practices Rules (Mich. Adm. Code R460.2101 et seq.) are expressly retained. In order to provide notice to successor customers at the installation address of the obligation to pay any outstanding balance on this Contract, a Claim of Interest under 1945 PA 200 will be filed with the Register of Deeds.

This Contract, including the terms and conditions on the reverse side hereof (which by this reference are incorporated herein) constitutes the entire agreement between the parties. See reverse side for consequences of default.

The Buyer's rights to rescind or cancel granted herein are made in compliance with Michigan law.

NOTICE TO BUYER: (1) Do not sign this Contract before you read it. (2) You are entitled to a completely filled-in copy of this contract. (3) Under the law, you have the right to pay off in advance the full amount due and, under certain conditions, to obtain a partial refund of the FINANCE CHARGE. (4) You may rescind or cancel this contract, not later than 5 p.m. on the business day following the date thereof by giving written notice of rescission to the contractor or his agent at his place of business given in the contract or by mailing the notice or cancellation to the contractor to his place of business given in the contract by depositing a properly addressed certified letter in a United States post office or mail box, but if you rescind after 5 p.m. on the business day following, you are still entitled to offer defenses in mitigation of damages and to pursue any rights of action or defenses that arise out of the transaction.

In addition, under 1971 PA 227, as amended: YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

NOTICE OF ASSIGNMENT

Please take notice that the right under this Contract will be assigned to the Michigan Consolidated Gas Company, 500 Griswold Street, Detroit, Michigan 48226 upon satisfactory completion of the installation and performance of the goods and services described above and inspection of the work by Seller.

MichCon Conservation Company (NAME AND TITLE)

ACCEPTED BY:

DATED

BUYER(S) SIGNATURE

X

BUYER(S) SIGNATURE

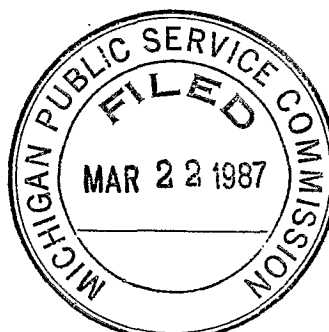
X

DATE ACCEPTED COPY MAILED TO BUYER

NOTICE: See other side for important information and additional terms.

CUSTOMER BILLING

(Continued on Sheet No. F-32.00)



CANCELLED BY	ORDER	413155
REMOVED BY	CDP	
DATE	3-1-02	

(Continued From Sheet No. F-31.00)

TERMS AND CONDITIONS FORMING PART OF CONTRACT

Buyer represents that Buyer is a residential customer of Michigan Consolidated Gas Company taking gas service at the address where the goods and services are to be installed and (i) holds legal title to such premises or is in rightful possession under a land contract, or (ii) rents or leases such premises, in which case the purchase under this agreement is expressly conditioned upon the Buyer securing from the owner of such premises a signed approval and agreement on a form supplied by Seller.

Upon default in any payment or condition hereunder, the Buyer shall pay immediately to the Seller, if the Seller so elects, the entire amount of the balance then remaining unpaid under this contract and the Seller may enforce any other remedy, including discontinuation of gas service, it may have under applicable law. Written notice mailed by first class mail to the Buyer at the address designated on this agreement or of which the Buyer has last notified the Seller in writing by specific reference to this agreement shall constitute reasonable notice. The Seller may waive any default without waiving any other prior or subsequent default. This agreement shall become effective only upon acceptance by the Seller.

Seller may declare the entire unpaid balance of this contract immediately due and payable when it deems itself insecure, however, failure to do so does not waive Seller's rights. Such insecurity arises when the Seller in good faith believes that Buyer has ceased or intends to cease, either voluntarily or involuntarily, using residential gas service at the installation address shown on the reverse side of this contract.

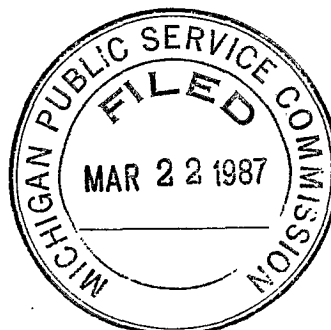
Prior to furnishing and installing the goods and services, an inspection shall be made of Buyer's existing heating system, including but not limited to, the heating unit, flues, vents, controls, and gas piping. If any condition is found which could result in unsafe operation, no goods or services shall be furnished or installed until such condition is corrected. The correction of any unsafe condition shall be the sole responsibility of Buyer and the cost thereof shall not be included as goods and services under this or any other Contract with Seller.

If the Buyer chooses to purchase and/or have installed any other type of device, product, part, component, material or services in addition to the goods and services designated in this contract, Buyer may enter into a separate contract for such purchase and/or installation with a contractor or installer of their choice and the cost thereof shall not be included as goods and services under this contract.

Buyer acknowledges the receipt of Seller's written warranty which applies to the goods and services described in this contract.

If the ceiling insulation is to be installed by a contractor (i) Seller will assume all outstanding performance obligations under this contract in the event that its subcontractor abandons or fails to diligently perform the work and (ii) although a statutory contractor's or subcontractor's lien could arise from this transaction, the Seller will assert no such lien or security interest; and its subcontractor (who will furnish and install the insulation hereunder) has agreed with the Seller to assert none.

(Continued on Sheet No. F-33.00)



CANCELLED BY	ORDER	413155
REMOVED BY	CDP	
DATE	3-1-02	

(Continued From Sheet No. F-32.00)

NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

ASSIGNMENT

MichCon CONSERVATION COMPANY hereby assigns to MICHIGAN CONSOLIDATED GAS COMPANY, its successors, and assigns, all rights and interests in and to this contract.

Assignor warrants that this contract assigned is valid and enforceable; that it is in full force and effect and has not been breached by either party and that there are no set-offs or counterclaims against assignor.

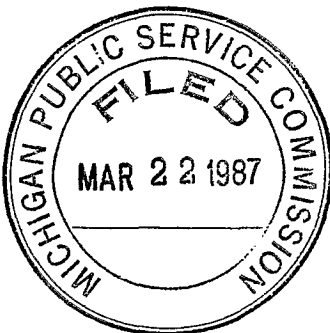
This assignment is made subject to all of the terms and conditions of the contract dated June 30, 1981, and any amendments thereto, in effect between MichCon Conservation Company and Michigan Consolidated Gas Company.

This is an assignment only of rights under this contract and is not to be understood or construed as a delegation of any of assignor's duties or obligations of performance under this contract.

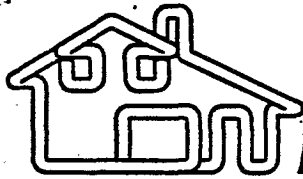
MichCon CONSERVATION COMPANY

DATE: _____ BY: _____

NOTICE: See other side for important information and additional terms.



CANCELLED BY	ORDER
	413155
REMOVED BY	CDP
DATE	3-1-02



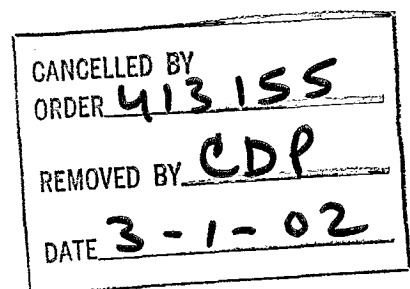
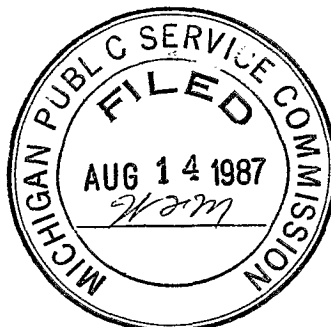
MichCon Home Energy Analysis

Prepared for _____
Address _____ City _____ Zip _____ CUSTOMER ACCOUNT NO. _____

ENERGY CONSERVATION MEASURES						
DESCRIPTION OF MEASURES		CONTRACTOR INSTALLATION		DO-IT-YOURSELF INSTALLATION		ESTIMATED FIRST YEAR ENERGY SAVINGS
		Estimated Cost ^b	Payback Years ^c	Estimated Cost ^b	Payback Years ^c	
1) Ceiling Insulation to minimum of R-_____ ^d	Ceiling Type	\$		\$		\$
2) Ceiling Insulation to maximum of R-_____ ^d	Existing Insulation R-_____	\$		\$		\$
3) Attic Ventilation	Add _____ sq. ft.	\$		\$		\$
4) Ceiling Insulation to minimum of R-_____ ^d	Ceiling Type	\$		\$		\$
5) Ceiling Insulation to maximum of R-_____ ^d	Existing Insulation R-_____	\$		\$		\$
6) Attic Ventilation	Add _____ sq. ft.	\$		\$		\$
7) Wall Insulation	Addition of R-_____	\$		\$		\$
8) Basement Insulation	Band Joist R-_____ Wall R-_____	\$		\$		\$
9) Floor/Stem Wall Insulation	Addition of R-_____	\$		\$		\$
10) Storm/Thermal Windows	Glass <input type="checkbox"/> Plastic <input type="checkbox"/>	\$		\$		\$
11) Storm/Thermal Doors		\$		\$		\$
12) Film/Sunshade Window Insulation <input type="checkbox"/>		\$		\$		\$
13) Caulking — Doors, Windows, Sill Plate		\$		\$		\$
14) Weatherstripping Doors and Windows		\$		\$		\$
15) Water Heater Insulation Wrap	Addition of R-6	\$		\$		\$
16) Clock Thermostat	Double/Single _____ ° setback	\$		\$		\$
17) Duct Insulation	Addition of R-6	\$		\$		\$
18) Flue Modification		\$		\$		\$
19) Replace Oil Burner	Heating Capacity _____ Gal/Hr.	\$		Seasonal Efficiency _____ % ^h		\$
20) Replacement Furnace/Boiler	Heating Capacity _____ BTU/Hr.	\$		Annual Fuel Utilization Efficiency (AFUE) _____ ^h		\$
21) Replacement Air Conditioner	Cooling Capacity _____ BTU/Hr.	\$		EER _____ SEER _____ ^h		\$

1506 JUL 87

*NOTICE: See other side for explanation of footnote. (Continued on Sheet No. F-35.00)



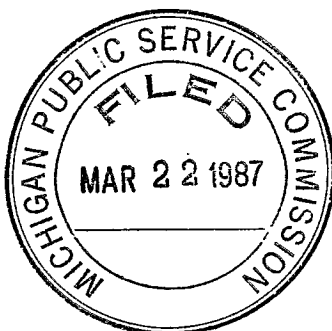
Prepared for _____

Address _____ City _____ Zip _____

CUSTOMER ACCOUNT NO.

1506 OCT. 83

*NOTICE: See other side for explanation of footnotes (Continued on Sheet No. F-35.00)



CANCELLED BY
ORDER Form Change
REMOVED BY WST
DATE 8-14-87

(Continued From Sheet No. F-34.00)

ENERGY CONSERVATION MEASURES — Page 2						
DESCRIPTION OF MEASURES		CONTRACTOR INSTALLATION		DO-IT-YOURSELF INSTALLATION		ESTIMATED FIRST YEAR ENERGY SAVINGS
		Estimated Cost _b	Payback Years _c	Estimated Cost _b	Payback Years _c	
22) Pipe Insulation	Addition of R-4	\$		\$		\$
23) Interruptible Rate — Air Conditioning		\$				\$
24) Interruptible Rate — Electric Water Heating		\$				\$

CUMULATIVE SAVINGS CALCULATION	
<p>Total energy cost savings from the installation of more than one energy conservation measure may be less than the sum of energy cost savings of each measure installed individually.</p> <p>The Sample Calculation shown here compares the Estimated First Year Energy Savings for the following measures:</p>	<p>SAMPLE CALCULATION</p> <p>Savings as shown on report _____</p> <p>Actual cumulative savings _____</p>
AND	

FURNACE AUDIT REQUEST

If your home is heated by a source of fuel other than natural gas supplied by Michigan Consolidated Gas Company, only the supplier of the other fuel may audit your furnace unless you specifically request us to audit your furnace. Federal law requires that such a request be in writing. If you want Michigan Consolidated Gas Company to audit your furnace, although we do not supply the fuel for it, please sign below.

Type of Fuel _____

Signature _____

HOME ENERGY ANALYSIS — COMPLETION

The results of the Home Energy Analysis and the notes on the back of these forms have been explained to me. I have also been offered assistance in arranging the installation and/or financing of energy conservation measures. I understand that I will be billed \$10.00 for this Home Energy Analysis.

Customer Signature _____ Company Representative _____

Date _____

(Continued on Sheet No. F-36.00)



CANCELLED BY	ORDER <u>413155</u>
REMOVED BY	<u>CDP</u>
DATE	<u>3-1-02</u>

(Continued From Sheet No. F-34.00)

		Estimated Cost ^b	Payback Years ^c	Estimated Cost ^b	Payback Years ^c
22)	Pipe Insulation	\$		\$	
23)	Interruptible Rate - Air Conditioning	\$			\$
24)	Interruptible Rate - Electric Water Heating	\$			\$

Total energy cost savings from the installation of more than one energy conservation measure may be less than the sum of energy cost savings of each measure installed individually.

The Sample Calculation shown here compares the Estimated First Year Energy Savings for the following measures:

AND

Savings as shown on report
Actual cumulative savings

The federal government provides tax incentives to encourage the installation of energy conservation products. A tax credit applies to the cost of items installed after April 19, 1977 and before January 1, 1986 (your home must have been built before April 19, 1977). Details can be found in IRS publication 903 or by calling your local IRS office.

The Sample Calculation shown here applies to the following measures:

AND

Cost of measure(s)
Federal tax credits

Cost of measure(s) with tax credits deducted

FURNACE AUDIT REQUEST

If your home is heated by a source of fuel other than natural gas supplied by Michigan Consolidated Gas Company, only the supplier of the other fuel may audit your furnace unless you specifically request us to audit your furnace. Federal law requires that such a request be in writing. If you want Michigan Consolidated Gas Company to audit your furnace, although we do not supply the fuel for it, please sign below.

Type of Fuel _____

Signature _____

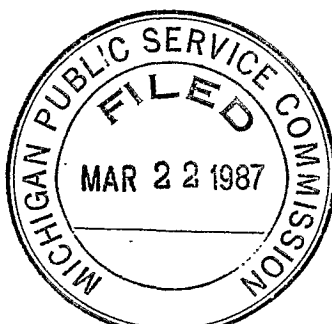
HOME ENERGY ANALYSIS - COMPLETION

The results of the Home Energy Analysis and the notes on the back of these forms have been explained to me. I have also been offered assistance in arranging the installation and/or financing of energy conservation measures. I understand that I will be billed \$10.00 for this Home Energy Analysis.

Customer Signature _____ Company Representative _____

Date _____

(Continued on Sheet No. F-36.00)



CANCELLED BY
ORDER Form Change
REMOVED BY JKM
DATE 8-14-87

(Continued From Sheet No. F-35.00)

NOTES FOR ENERGY CONSERVATION MEASURES

- a. THE ACTUAL INSTALLATION COSTS YOU INCUR, ENERGY SAVINGS YOU REALIZE AND PAYBACK PERIOD YOU EXPERIENCE FROM THE INSTALLATION OF THESE MEASURES MAY BE DIFFERENT FROM THE ESTIMATES CONTAINED IN THIS ENERGY ANALYSIS REPORT. ALTHOUGH THE ESTIMATES ARE BASED ON MEASUREMENTS OF YOUR HOUSE, THEY ARE ALSO BASED ON ASSUMPTIONS WHICH MAY NOT BE TOTALLY CORRECT FOR YOUR HOUSEHOLD, FUTURE COSTS, AND FUTURE WEATHER CONDITIONS. Due to the number of variable factors involved, Michigan Consolidated cannot guarantee any level of energy savings from installation of these measures.
- b. Estimated installation costs are based on average market prices of acceptable products in your area. Actual prices may vary depending on your selection of contractors and/or the particular product you choose to install. Also, the total cost of installing two or more measures at the same time may be less than the total cost for separate installations of each measure. These estimated costs do not include modifications or unique adaptations to your home.
- c. Payable Years are calculated by dividing the estimated installation costs by the estimated first year energy cost savings. These calculated payback years include an escalation factor for energy costs. The actual payback may vary depending on your selection of products and contractors as well as your personal life style and future energy cost increases.
- d. The minimum level of insulation applies to those areas that are accessible and presently insulated to a level less than R-19. The maximum level of insulation applies to those areas that are accessible and presently insulated to a level less than R-30 or R-38. The representative performing this Energy Analysis will tell you which value applies to your home. This analysis only evaluates ceiling insulation if the R-value difference between the existing and proposed levels is R-11 or greater.
- e. Recommended attic ventilation areas: 1 sq. ft. of vent per 150 sq. ft. of attic floor w/o vapor barrier.
1 sq. ft. of vent per 300 sq. ft. of attic floor w/vapor barrier.
- f. In conjunction with insulation of floor over a crawl space, the crawl space should have both proper ventilation and a ground cover vapor barrier. Floor insulation for a mobile home means skirting to enclose the space under the home or insulation applied to the underside of the mobile home. For slab-on-grade homes, floor insulation means insulation material installed around the perimeter of, or on, the slab.
- g. Although some of these measures may require annual maintenance, this analysis assumes that installation of these would cause no significant change in your home maintenance costs.
- h. When purchasing a replacement oil burner, furnace/boiler, or air conditioner, consider the energy savings of higher efficiency equipment. Higher values of AFUE indicate higher efficiency furnaces/boilers. Higher values of EER (Energy Efficiency Ratio) and SEER (Seasonal Energy Efficiency Ratio) indicate higher efficiency air conditioners.

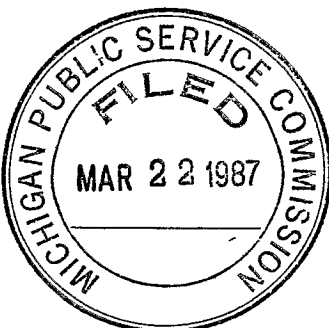


CANCELLED BY	ORDER <u>413155</u>
REMOVED BY	<u>CDP</u>
DATE	<u>3-1-02</u>

(Continued From Sheet No. F-35.00)

NOTES FOR ENERGY CONSERVATION MEASURES

- a. THE ACTUAL INSTALLATION COSTS YOU INCUR, ENERGY SAVINGS YOU REALIZE AND PAYBACK PERIOD YOU EXPERIENCE FROM THE INSTALLATION OF THESE MEASURES MAY BE DIFFERENT FROM THE ESTIMATES CONTAINED IN THIS ENERGY ANALYSIS REPORT. ALTHOUGH THE ESTIMATES ARE BASED ON MEASUREMENTS OF YOUR HOUSE, THEY ARE ALSO BASED ON ASSUMPTIONS WHICH MAY NOT BE TOTALLY CORRECT FOR YOUR HOUSEHOLD, FUTURE COSTS, AND FUTURE WEATHER CONDITIONS. Due to the number of variable factors involved, Michigan Consolidated cannot guarantee any level of energy savings from installation of these measures.
- b. Estimated installation costs are based on average market prices of acceptable products in your area. Actual prices may vary depending on your selection of contractors and/or the particular product you choose to install. Also, the total cost of installing two or more measures at the same time may be less than the total cost for separate installations of each measure. These estimated costs do not include modifications or unique adaptations to your home.
- c. Payable Years are calculated by dividing the estimated installation costs by the estimated first year energy cost savings. These calculated payback years include an escalation factor for energy costs. The actual payback may vary depending on your selection of products and contractors as well as your personal life style and future energy cost increases.
- d. The minimum level of insulation applies to those areas that are accessible and presently insulated to a level less than R-19. The maximum level of insulation applies to those areas that are accessible and presently insulated to a level less than R-30 or R-38. The representative performing this Energy Analysis will tell you which value applies to your home. This analysis only evaluates ceiling insulation if the R-value difference between the existing and proposed levels is R-11 or greater.
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1 sq. ft. of vent per 300 sq. ft. of attic floor w/vapor barrier.
- f. In conjunction with insulation of floor over a crawl space, the crawl space should have both proper ventilation and a ground cover vapor barrier. Floor insulation for a mobile home means skirting to enclose the space under the home or insulation applied to the underside of the mobile home. For slab-on-grade homes, floor insulation means insulation material installed around the perimeter of, or on, the slab.
- g. Although some of these measures may require annual maintenance, this analysis assumes that installation of these would cause no significant change in your home maintenance costs.
- h. This sample calculation assumes that a tax liability exists against which tax credits may be applied.
- i. When purchasing a replacement oil burner, furnace/boiler, or air conditioner, consider the energy savings of higher efficiency equipment. Higher values of AFUE indicate higher efficiency furnaces/boilers. Higher values of EER (Energy Efficiency Ratio) and SEER (Seasonal Energy Efficiency Ratio) indicate higher efficiency air conditioners.



CANCELLED BY	ORDER <i>Horn charge</i>
REMOVED BY	<i>HJM</i>
DATE	<i>8-14-87</i>

michcon

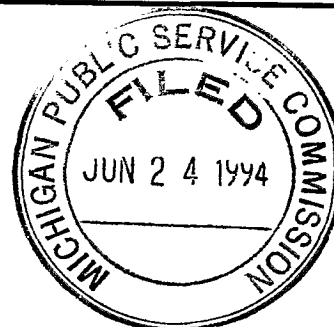
ENERGY ANALYSIS FEE

A 516122

1531 DEC. 89

CUSTOMER ADDRESS		MUNICIPALITY		TELEPHONE NUMBER	DATE
MAILING ADDRESS (IF DIFFERENT THAN ABOVE)		MAILING MUNICIPALITY	CODE	ZIP CODE	FLOOR APT.
CUSTOMER'S NAME		BUILDING TYPE <input type="checkbox"/> Single Family <input type="checkbox"/> Multi-Family <input type="checkbox"/> Commercial			OWN / RENT
TYPE: <input type="checkbox"/> Home Energy Analysis <input type="checkbox"/> Senior <input type="checkbox"/> Fitness <input type="checkbox"/> Charge \$ _____ <input type="checkbox"/> Unemployed <input type="checkbox"/> DIY <input type="checkbox"/> Commercial <input type="checkbox"/> No Charge					
I authorize Michigan Consolidated Gas Company to first apply all future payments on my account to prior outstanding charges, including the services set forth above. All customer rights under the MPSC Billing Practices Rules (Mich. Adm. Code R460.2101 Et Seq.) are expressly retained.					
AUTHORIZED SIGNATURE AND DATE				COMPANY REPRESENTATIVE	
MONTHLY INSTALLMENT AMOUNT	ACCOUNT NUMBER		CD	TOTAL CHARGES BILLED	TYPE OF SERVICE CODE
NUMBER OF INSTALLMENTS					

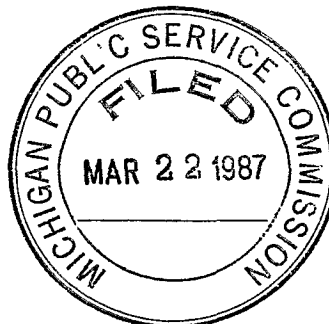
CANCELLED BY ORDER <u>413155</u>
REMOVED BY <u>CDP</u>
DATE <u>3-1-02</u>



A 061400

CUSTOMER ADDRESS		MUNICIPALITY		TELEPHONE NO.		DATE	
MAILING ADDRESS (IF DIFFERENT THAN ABOVE)		MAILING MUNICIPALITY		CODE		ZIP CODE	
						FLOOR APT.	
CUSTOMER'S NAME		BUILDING TYPE				OWN / RENT	
		<input type="checkbox"/> Single Family <input type="checkbox"/> Multi-Family <input type="checkbox"/> Commercial					
HOME ENERGY ANALYSIS: <input type="checkbox"/> \$10 <input type="checkbox"/> No Charge							
COMMERCIAL ENERGY ANALYSIS CHARGE: <input type="checkbox"/> \$ _____							
I AUTHORIZE MICHIGAN CONSOLIDATED TO FIRST APPLY ALL FUTURE PAYMENTS ON MY ACCOUNT TO PRIOR OUTSTANDING CHARGES, INCLUDING THE SERVICES SET FORTH ABOVE. ALL CUSTOMER RIGHTS UNDER THE MPSC BILLING PRACTICES RULES (MICH. ADM. CODE R460.2101 ET SEQ.) ARE EXPRESSLY RETAINED.							
AUTHORIZED SIGNATURE AND DATE					COMPANY REPRESENTATIVE		
MONTHLY INST. AMT.		ACCOUNT NUMBER			CD	TOTAL CHARGES BILLED	TYPE OF SERVICE CODE
NUMBER OF INSTALLMENTS							

1531 NOV. 84



CANCELLED BY
ORDER Sid Horn
REMOVED BY WBM
DATE 6-24-94

Utility Hearing Office

michcon

Michigan Consolidated Gas Company
500 Griswold Street, Detroit, Michigan 48226

313 965-2430

LIST OF WITNESSES AND MATERIALS

ACCOUNT NO. _____

UHO CASE NO. _____

The following are the names of all witnesses who will testify on behalf of Michigan Consolidated Gas Company at the hearing concerning the above-captioned dispute:

The following is a listing of all documents, records, files, account data and similar material in the possession of the Company which may be relevant to the issues to be raised at the hearing:

MICHIGAN CONSOLIDATED GAS COMPANY

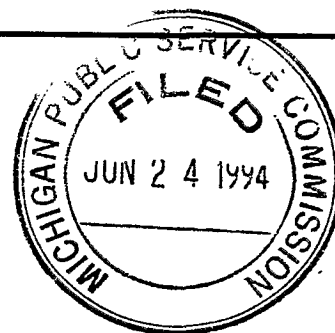
DATED: _____

BY: _____
COMPANY REPRESENTATIVE

PRINT NAME: _____

5195 SEPT. 82

CANCELLED BY	ORDER <u>413155</u>
REMOVED BY	<u>CDP</u>
DATE	<u>3-1-02</u>



Utility Hearing Office

michcon

Michigan Consolidated Gas Company
500 Griswold Street, Detroit, Michigan 48226

313 965-2430

LIST OF WITNESSES AND MATERIALS

ACCOUNT NO. _____

UHO CASE NO. _____

The following are the names of all witnesses who will testify on my behalf at the hearing concerning my dispute with Michigan Consolidated Gas Company:

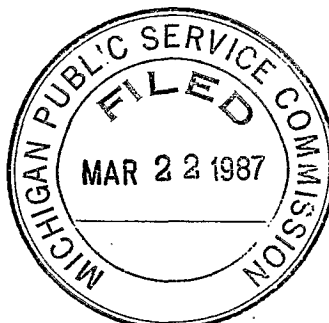
The following is a listing of all documents, records, files, account data and similar material in my possession which may be relevant to the issues to be raised at the hearing:

I UNDERSTAND THAT I OR MY REPRESENTATIVE HAVE A RIGHT TO EXAMINE A SIMILAR LIST OF WITNESSES AND MATERIALS SUBMITTED BY MICHIGAN CONSOLIDATED GAS COMPANY AT LEAST 2 DAYS PRIOR TO THE SCHEDULED HEARING ON THIS MATTER, AND THAT I OR MY REPRESENTATIVE MAY CONTACT THE UTILITY HEARING OFFICE, TELEPHONE NUMBER _____, EXTENSION _____, FOR AN APPOINTMENT TO DO SO.

DATED: _____

SIGNATURE OF CUSTOMER
(OR HIS REPRESENTATIVE)

5532 SEPT. 82



CANCELLED BY	_____
ORDER	_____
REMOVED BY	_____
DATE	6-24-84

Utility Hearing Office

michcon

Michigan Consolidated Gas Company
500 Griswold Street, Detroit, Michigan 48226

313 965-2430

STATEMENT OF POSITION

ACCOUNT NO. _____ UHO CASE NO. _____

Nature or Type of Complaint against Gas Company: _____

Description of Customer's Position in Dispute: _____

Description of Gas Company's Position in Dispute (and reasons why it is incorrect): _____

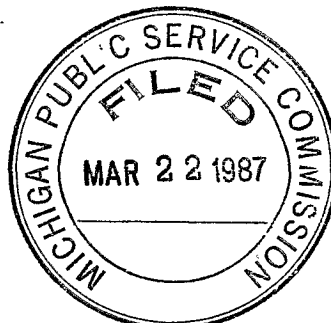
Other Comments, if any: _____

(NOTE: If more space is needed, please use reverse side.)

DATED: _____

SIGNATURE OF CUSTOMER
(OR HIS REPRESENTATIVE)

6101 SEPT. 92



CANCELLED BY	ORDER	413155
REMOVED BY	CDP	
DATE	3-1-02	

Utility Hearing Office

michcon

Michigan Consolidated Gas Company
500 Griswold Street, Detroit, Michigan 48226

313 965-2430

DATE: _____

HEARING NOTICE

ACCOUNT NO. _____

UHO CASE NO. _____

Dear Customer:

This is to inform you that your application for a Hearing before a Utility Hearing Officer concerning your dispute with Michigan Consolidated Gas Company has been received.

The Hearing is hereby scheduled for _____ at _____ (AM) (PM)
at the Main Office of the Michigan Consolidated Gas Company, 500 Griswold Street, Detroit,
Michigan 48226, in the _____ floor Conference Room.

The Utility Hearing Officer assigned will hear testimony and allow cross-examination of all facts as presented; and make a determination which will be binding upon both parties unless otherwise appealed.

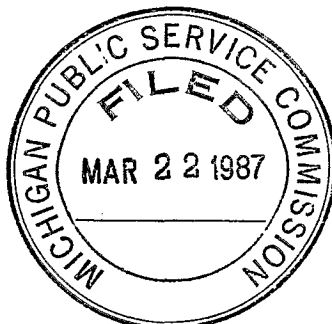
The Hearing will be informal. At the Hearing, both Michigan Consolidated Gas Company and you shall have the following rights.

- (1) To represent yourselves or be represented by counsel or other person of your choice.
- (2) To present evidence, testimony and oral and written agreement. ALL WITNESSES APPEARING FOR EITHER PARTY SHALL TESTIFY UNDER OATH.
- (3) To examine all evidence and cross-examination all witnesses presented by the other party.

The burden of proof shall be upon the Company in all cases. Gas service will not be discontinued nor any other Collection Activity taken on your account for bills in dispute pending the result of the Hearing.

6104 OCT. 85

(Continued on Sheet No. F-41.00)



CANCELLED BY	ORDER
	413155
REMOVED BY	CDP
DATE	3-1-02

(Continued From Sheet No. F-40.00)

- 2 -

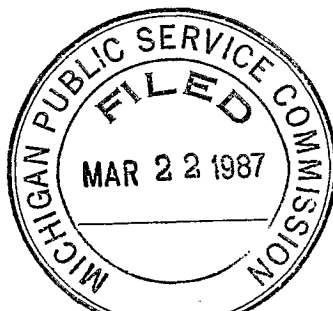
Enclosed you will find (2) documents entitled "Statement of Position" and "List of Witnesses and Materials." In order to comply with the rules of the Michigan Public Service Commission, *you or your representative shall complete and sign these documents and return them in the enclosed self-addressed envelope at least TWO DAYS prior to the Hearing date.* FAILURE TO COMPLETE, SIGN AND RETURN THE ENCLOSED DOCUMENTS WITHIN THE TIME PROVIDED MAY RESULT IN YOUR INABILITY TO FULLY PRESENT ALL SUCH TESTIMONY AND EVIDENCE IN SUPPORT OF YOUR CLAIM AS WOULD OTHERWISE HAVE BEEN PERMITTED.

If you wish to examine the materials relating to the Company's position, they will be made available TWO DAYS prior to the hearing date. Appropriate arrangements for the review can be made by calling me at (313) 256-_____.

If you will be unable to attend the Hearing as scheduled, please contact me no later than _____ to make appropriate arrangements. FAILURE BY YOU OR YOUR REPRESENTATIVE TO ATTEND THE HEARING AS SCHEDULED, WITHOUT DUE CAUSE OR PRIOR NOTICE, SHALL CONSTITUTE A WAIVER OF YOUR RIGHT TO THE HEARING.

Yours very truly,

CUSTOMER RELATIONS SERVICES



CANCELLED BY	ORDER <u>413155</u>
REMOVED BY	<u>CDP</u>
DATE	<u>3-1-02</u>

UHO Case No. _____

Date _____

Negotiated Between:

Michigan Consolidated Gas Co.

and

500 Griswold Street

Detroit, Michigan 48226

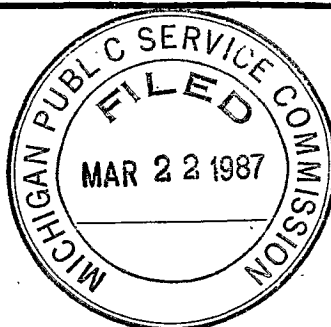
Account No. _____

Terms of Agreement

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.

6139 MAY 85

(Continued on Sheet No. F-43.00)



CANCELLED BY
ORDER 413155
REMOVED BY CDP
DATE 3-1-02

(Continued From Sheet No. F-42.00)

TO THE CUSTOMER:

THIS AGREEMENT IS BEING MADE AFTER A HEARING ON YOUR DISPUTE WITH MICHIGAN CONSOLIDATED GAS COMPANY AND IS IN PLACE OF A DECISION BY THE UTILITY HEARING OFFICER ON THE ISSUES IN YOUR DISPUTE AND SHALL BE FULLY BINDING UPON YOU IN SETTLEMENT OF YOUR DISPUTE UNLESS THE GAS COMPANY FAILS OR REFUSES TO ABIDE BY THE TERMS OF THE SETTLEMENT.

IF YOU ARE NOT SATISFIED WITH THE TERMS OF THIS AGREEMENT, DO NOT SIGN.

IF YOU DO SIGN THIS AGREEMENT AND MAINTAIN THE TERMS AS INDICATED ABOVE, YOUR SERVICE WILL NOT BE DISCONTINUED, HOWEVER, YOU WILL GIVE UP YOUR RIGHT TO ANY FURTHER HEARING BEFORE A UTILITY HEARING OFFICER OR ANY APPEAL TO THE CONSUMER SERVICES DIVISION OF THE MICHIGAN PUBLIC SERVICE COMMISSION ON ANY MATTER INVOLVED IN THIS DISPUTE EXCEPT THE UTILITY'S FAILURE OR REFUSAL TO FOLLOW THE TERMS OF THIS AGREEMENT.

In the Presence of:

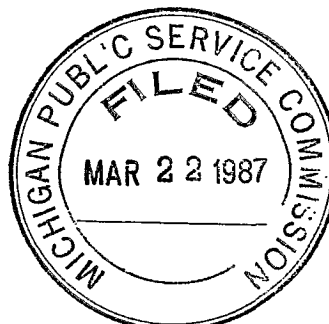
Customer's Signature

Witness' Signature

Witness' Signature

Company Representative's Signature

Utility Hearing Officer



CANCELLED BY	ORDER
	413155
REMOVED BY	CDP
DATE	3-1-02

CONTRACT FOR LARGE VOLUME GAS SERVICE

For service under
Rate Schedule No. 6
M.P.S.C. No. 4

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

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

Service to Which This Contract Applies

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

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

Limitation of Use

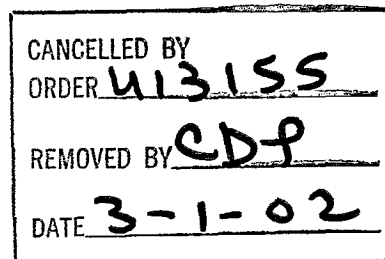
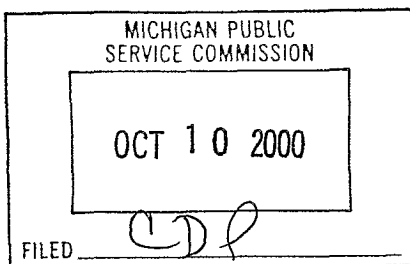
The customer shall not use gas under this contract in excess of _____ Mcf in any one
calendar month or in excess of _____ Mcf in any calendar year.

Rates and Charges

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

Rate 6. Con

(Continued on Sheet No. F-45.00)



CONTRACT FOR LARGE VOLUME GAS SERVICE

For service under
Rate Schedule No. 6
M.P.S.C. No. 4

THIS AGREEMENT, entered into this _____ day of _____, 19____,
between MICHIGAN CONSOLIDATED GAS COMPANY (hereinafter called the "Company"), and

_____ name of firm, company, etc.
located at _____ in _____
street and number city, village or township
_____ County, Michigan (hereinafter called the "Customer").

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

Service to Which This Contract Applies

Gas hereafter taken by the Customer from the Company for use in the premises located at
_____ in _____
street and number city, village or township
_____ County, Michigan, shall be sold and delivered by the Company and shall be purchased and taken by the Customer under and in accordance with Rate Schedule No. 6, entitled LARGE VOLUME RATE.

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

Limitation of Use

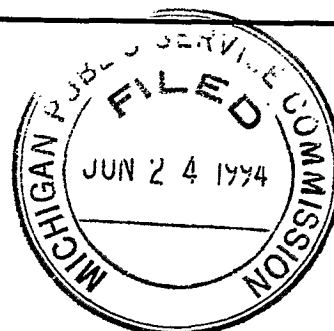
The customer shall not use gas under this contract in excess of _____ Mcf in any one calendar month or in excess of _____ Mcf in any calendar year.

Rates and Charges

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

(Continued on Sheet No. F-45.00)

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



CONTRACT FOR LARGE VOLUME GAS SERVICE

For service under
Rate Schedule No. 6
M.P.S.C. No. 3

_____ District

THIS AGREEMENT, entered into this _____ day of _____, 19____,
between MICHIGAN CONSOLIDATED GAS COMPANY (hereinafter called the "Company"),

and _____
name of firm, company, etc.

located - at _____ in _____
street and number city, village or township

_____ County, Michigan (hereinafter called the "Customer").

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

Service to Which This Contract Applies

Gas hereafter taken by the Customer from the Company for use in the premises located

at _____ in _____
street and number city, village or township

_____ County, Michigan, shall be sold and delivered by the Company and shall be purchased and taken by the Customer under and in accordance with Rate Schedule No. 6, entitled LARGE VOLUME RATE.

The Customer agrees that no gas supplied by the Company under this contract will be used for house heating or space heating.

Limitation of Use

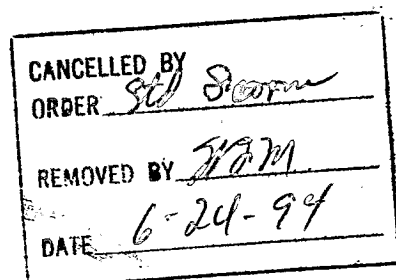
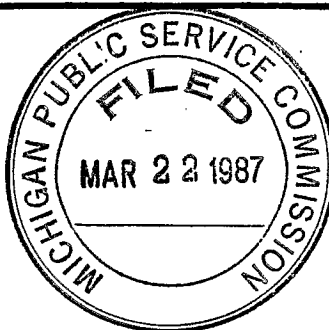
The customer shall not use gas under this contract in excess of _____ Mcf in any one calendar month or in excess of _____ Mcf in any calendar year.

Rates and Charges

The Customer agrees to pay the Company for all gas supplied hereunder in accordance with the rates specified in the Company's Rate Book M.P.S.C. No. 3 and Rate Schedule No. 6 forming part thereof.

6781 FEB. 77

(Continued on Sheet No. F-45.00)



(Continued From Sheet No. F-44.00)

Special Taxes

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

Period of Contract

Subject to approval by an officer of the Company or that officer's designee, this contract shall be effective for an initial period commencing on _____, 19____, and ending on _____, 19____, and from year to year thereafter, subject to the right of either party to terminate the same at the end of said initial period or of any yearly extension thereof, by written notice to the other given not less than thirty (30) days prior to the date of such intended termination.

Contingencies

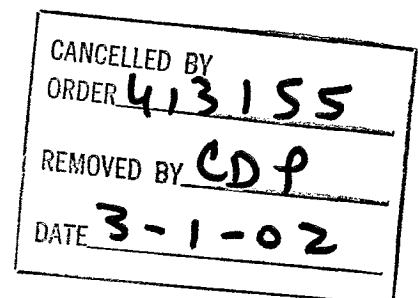
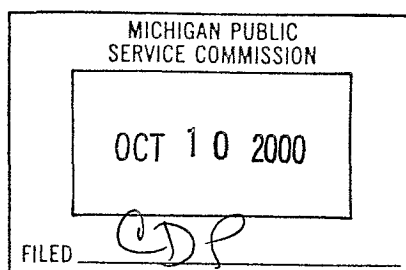
Failure to deliver or accept deliveries of said gas as herein provided shall not subject either party to liability, if such failure is due to war, strikes, explosions, fires, accidents or other reasonably unavoidable causes.

Rules and Regulations

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

Rate6.Con

(Continued on Sheet No. F-46.00)



(Continued From Sheet No. F-44.00)

Special Taxes

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

Period of Contract

Subject to approval by an officer of the Company or that officer's designee, this contract shall be effective for an initial period commencing on _____, 19____, and ending on _____, 19____, and from year to year thereafter, subject to the right of either party to terminate the same at the end of said initial period or of any yearly extension thereof, by written notice to the other given not less than thirty (30) days prior to the date of such intended termination.

Contingencies

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

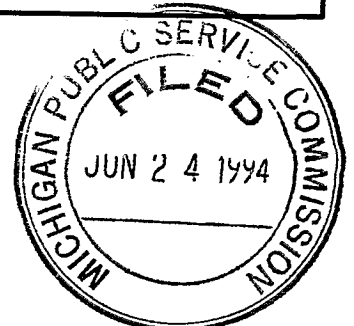
Rules and Regulations

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

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

(Continued on Sheet No. F-46.00)

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



(Continued From Sheet No. F-44.00)

Special Taxes

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

Period of Contract

Subject to approval by the President or a Vice President of the Company this contract shall be effective for an initial period commencing on _____, 19____, and ending on _____, 19____, and from year to year thereafter, subject to the right of either party to terminate the same at the end of said initial period or of any yearly extension thereof, by written notice to the other given not less than thirty (30) days prior to the date of such intended termination.

Contingencies

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

Rules and Regulations

Service under and the term of this contract shall be subject to the Rules and Regulations of the Company as filed with and approved by the Michigan Public Service Commission.

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

(Continued on Sheet No. F-46.00)



CANCELLED BY	<i>SPD Norm</i>
ORDER	
REMOVED BY	<i>WBM</i>
DATE	<i>6-24-94</i>

(Continued From Sheet No F-45.00)

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

Agents Cannot Modify

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

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

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

Approved for:

MICHIGAN CONSOLIDATED GAS COMPANY

By _____

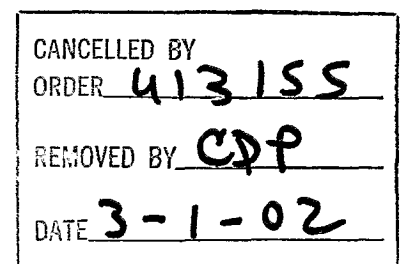
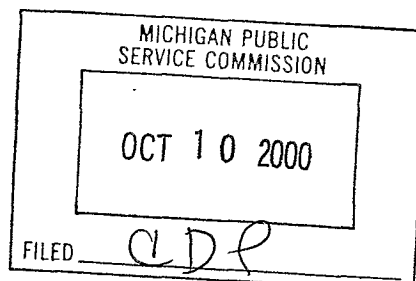
Vice President, Marketing and Sales

Dated: _____, 19____

By _____ Customer

Rate6.Con

Official Capacity



(Continued From Sheet No. F-45.00)

Agents Cannot Modify

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

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

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

Approved for:

MICHIGAN CONSOLIDATED GAS COMPANY

By H. L. Dow, III
V. P. Marketing and Regulatory Affairs

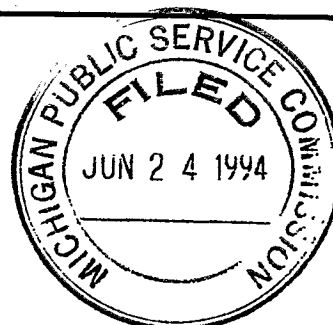
Dated: _____, 19__

Customer

By _____

Official Capacity

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



(Continued From Sheet No. F-45.00)

Agents Cannot Modify

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

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

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

MICHIGAN CONSOLIDATED GAS COMPANY

By _____

Customer

By _____

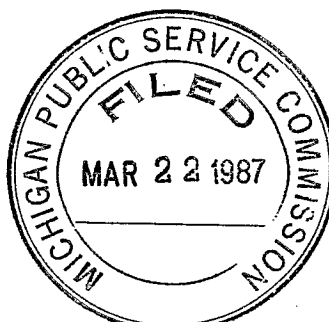
Official Capacity

Approved for

MICHIGAN CONSOLIDATED GAS COMPANY

Vice President

, 19 _____



CANCELLED BY	<i>Sid Form</i>
ORDER	
REMOVED BY	<i>WJM</i>
DATE	<i>6-24-94</i>

CONTRACT FOR INTERRUPTIBLE LARGE VOLUME GAS SERVICE

For service under
Rate Schedule No. 7
M.P.S.C. No. 3

_____ District

THIS AGREEMENT, entered into this _____ day of _____, 19____,
between MICHIGAN CONSOLIDATED GAS COMPANY (hereinafter called the "Company"),

and _____
name of firm, company, etc.

located at _____ in _____
street and number city, village or township

_____ County, Michigan (hereinafter called the "Customer").

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

Service to Which This Contract Applies

Gas hereafter taken by the Customer from the Company for use in the premises located

at _____ in _____
street and number city, village or township

_____ County, Michigan, shall be sold and delivered by the Company and shall be purchased and taken by the Customer under and in accordance with Rate Schedule No. 7, entitled INTERRUPTIBLE LARGE VOLUME RATE.

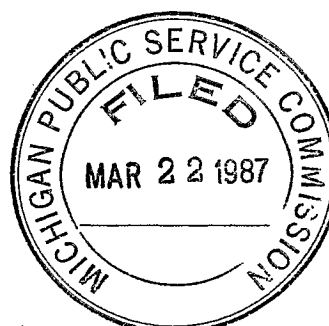
Limitation of Use

The Customer shall not use gas under this contract in excess of _____
Mcf in any one calendar month or in excess of _____ Mcf in any calendar year.

Use of gas under this contract is conditioned on and subject to the requirements of other present and future firm customers of the Company and to such other uses or sales of gas as the Company shall in its discretion determine to make. If at any time or times during the period this contract is in effect it is necessary in the judgment of the Company to curtail or entirely discontinue the use of gas hereunder the Company may, upon not less than thirty (30) days' notice given to Customer, limit, curtail or discontinue the supply of gas to Customer. Notice of any limitation, curtailment or discontinuance under this paragraph may be oral, by telegram or other writing, and Customer, upon receipt of notice, shall comply therewith. Oral notice shall immediately be confirmed by telegram or other writing.

6782 FEB. 77

(Continued on Sheet No. F-48.00)



CANCELLED BY	ORDER	413155
REMOVED BY	CDP	
DATE	3-1-02	

(Continued From Sheet No. F-47.00)

In the event of any emergency which, in the judgment of the Company, threatens the continuance of service to the Company's firm customers, the Company may immediately curtail or interrupt service hereunder, by oral notice or otherwise, to the extent, and for such duration, as the Company in its sole judgment shall deem necessary.

If the Customer consumes gas in violation of any curtailment, discontinuance, or interruption notice given to the Customer under the provisions of this rate schedule, all gas taken by him at each billing address where gas is consumed shall be subject to a penalty of 15¢ per therm for the first 100 therms and \$1.00 per therm for each therm consumed in excess of 100 therms. Said penalty shall be in lieu of all charges otherwise payable for such gas.

No gas supplied by the Company may be purchased under any other rate schedule during the period this contract is in effect for use in the operations performed by the equipment using gas hereunder.

Standby Facilities

Prior to the delivery of any gas under this contract, Customer will provide, and Customer agrees to continuously maintain during the period of this contract, or any extension thereof, Standby Facilities and the fuel required for the operation thereof, of sufficient capacity to make possible the interruption of the natural gas supply contemplated in the foregoing paragraph - "Limitation of Use" - for such curtailment or discontinuance period.

Rates and Charges

The Customer agrees to pay the Company for all gas supplied hereunder in accordance with the rates specified in the Company's Rate Book M.P.S.C. No. 3 and Rate Schedule No. 7 forming part thereof.

Special Taxes

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

Period of Contract

Subject to approval by the President or a Vice President of the Company this contract shall be effective for an initial period commencing on _____, 19____, and ending on _____, 19____, and from year to year thereafter, subject to the right of either party to terminate the same at the end of said initial period or of any yearly extension thereof, by written notice to the other given not less than thirty (30) days prior to the date of such intended termination.

(Continued on Sheet No. F-49.00)



CANCELLED BY	ORDER 413155
REMOVED BY	CDP
DATE	3-1-02

(Continued From Sheet No. F-48.00)

Contingencies

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

Rules and Regulations

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

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

Agents Cannot Modify

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

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

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

MICHIGAN CONSOLIDATED GAS COMPANY

By _____

Customer

By _____

Official Capacity

Approved for

MICHIGAN CONSOLIDATED GAS COMPANY

Vice President

_____, 19____



CANCELLED BY
ORDER 413155
REMOVED BY CDP
DATE 3-1-02

CONTRACT FOR SCHOOL GAS SERVICE

For service under
Rate Schedule No. 10
M.P.S.C. No. 4

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

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

Service To Which This Contract Applies

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

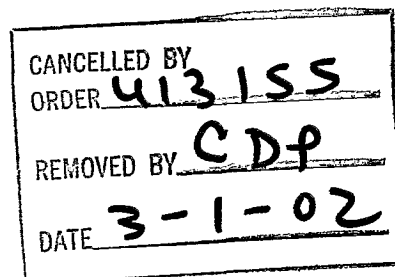
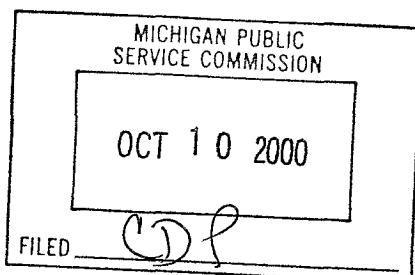
Rates and Charges

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

Special Taxes

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

(Continued on Sheet No. F-51.00)



CONTRACT FOR SCHOOL GAS SERVICE

For service under
Rate Schedule No. 10
M.P.S.C. No. 3

_____ District

THIS AGREEMENT, entered into this _____ day of _____, 19____,
between MICHIGAN CONSOLIDATED GAS COMPANY (hereinafter called the "Company").

and _____
name of school

located at _____ in _____
street and number city, village or township

_____ County, Michigan (hereinafter called the "Customer").

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

Service To Which This Contract Applies

Gas hereafter taken by the Customer from the Company for use in the school building or buildings

located at _____
street and number of campus

in _____ County, Michigan,
city, village or township

shall be sold and delivered by the Company and shall be purchased and taken by the Customer under and in accordance with Rate Schedule No. 10, entitled SCHOOL RATE.

Rates and Charges

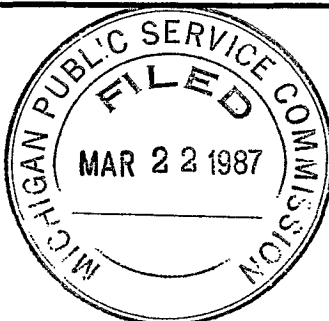
The Customer agrees to pay the Company for all gas supplied hereunder in accordance with the rates specified in the Company's Rate Book M.P.S.C. No. 3 and Rate Schedule No. 10 forming part thereof.

Special Taxes

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

6783 AUG. 86

(Continued on Sheet No. F-51.00)



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

(Continued From Sheet No. F-50.00)

Period of Contract

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

Contingencies

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

Rules and Regulations

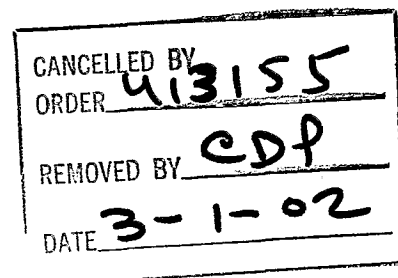
Service under and the terms of this contract shall be subject to all applicable orders of Governmental authorities and to the Rules and Regulations of the Company as filed with and approved by the Michigan Public Service Commission.

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

Agents Cannot Modify

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

(Continued on Sheet No. F-52.00)



(Continued From Sheet No. F-50.00)

Period of Contract

Subject to approval by the President or a Vice President of the Company this contract shall be effective for an initial period commencing on _____, 19 ____, and ending on _____, 19 ____, and from year to year thereafter, subject to the right of either party to terminate the same at the end of said initial period or of any yearly extension thereof, by written notice to the other given not less than thirty (30) days prior to the date of such intended termination.

Contingencies

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

Rules and Regulations

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

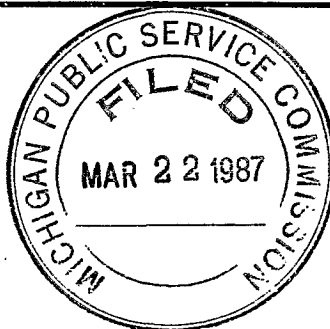
The rates and charges herein stated are the present legal rates and charges of the Company applicable to the gas service hereinabove referred to, as filed with and approved by the Michigan Public Service Commission. Should such rates and charges at any time be increased or decreased in such manner as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

Agents Cannot Modify

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

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

(Continued on Sheet No. F-52.00)



(Continued From Sheet No. F-51.00)

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

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

Approved for:

MICHIGAN CONSOLIDATED GAS COMPANY

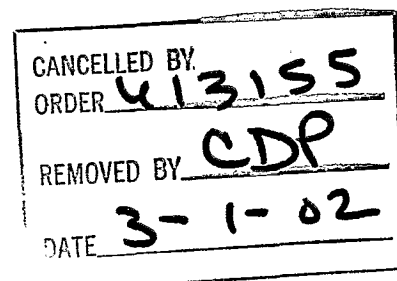
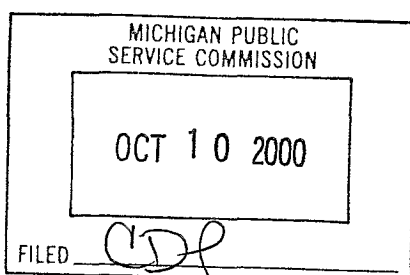
By _____

Vice President, Marketing and Sales

Dated: _____, 19____

By _____ Customer

Official Capacity



(Continued From Sheet No. F-51.00)

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

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

MICHIGAN CONSOLIDATED GAS COMPANY

By _____

Customer

By _____

Official Capacity

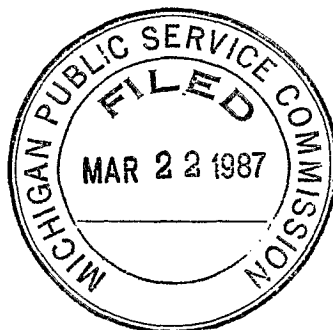
Approved for

MICHIGAN CONSOLIDATED GAS COMPANY

Vice President

_____, 19 ____

CANCELLED BY	ORDER	u 6300
REMOVED BY	CDP	
DATE	10-11-00	



AGREEMENT FOR COMBINED METERING OF GAS

AGREEMENT, made and entered into this _____ day of _____,
19 _____, between MICHIGAN CONSOLIDATED GAS COMPANY (hereinafter called the
"Company"), and _____
name of firm, company, etc.
located at _____ in _____,
street and number city, village or township
_____ County, Michigan (hereinafter called the "Customer").

WHEREAS, the Company and the Customer have entered into the following described
agreements for the sale and purchase of gas for use in the Customer's premises located at:

_____ in _____,
street and number city, village or township
_____ County, Michigan:

Agreement

Rate Schedule

and,

WHEREAS, the Customer desires all gas purchased under said agreements to be registered
through one meter because of the physical limitation of its premises and equipment, and the
Company is willing to register such gas through one meter subject to the provisions here-
inafter contained concerning the proration of the gas so registered for billing purposes.

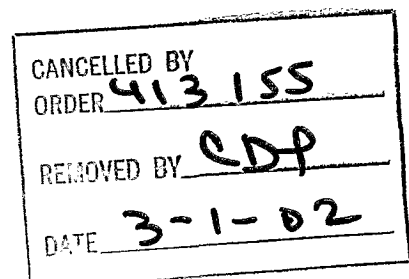
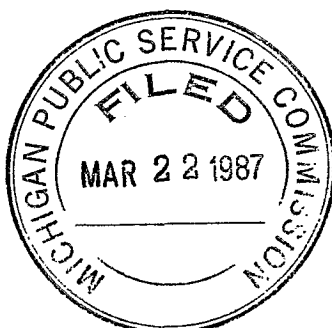
NOW, THEREFORE, the parties hereto agree with each other as follows:

1. The Company shall register through one meter all gas purchased by the Customer
under the agreements between the Company and the Customer hereinbefore mentioned.

2. The gas registered through said meter shall be prorated for billing purposes in the
following manner. Of the total gas registered in each billing period it shall be conclusively
presumed that _____ cubic feet per degree day deficiency occurring in such billing
period is used for heating the Customer's premises. The consumption for heating shall be
determined by multiplying the total degree day deficiencies occurring in the billing period
by the consumption factor of _____ cubic feet and such consumption shall be paid for
by the Customer under and in accordance with the Company's Rate Schedule No. _____.
The balance of the gas registered through said meter shall be paid for by the
Customer under and in accordance with the Company's Rate Schedule No. _____.
Notwithstanding the foregoing, none of the gas registered through said meter during the
months of June, July and August in any year shall be presumed to be used for heating the
Customer's premises, and all gas registered during said months shall be paid for by Customer
under and in accordance with the Company's Rate Schedule No. _____.

6784 FEB. 77

(Continued on Sheet No. F-54.00)



(Continued From Sheet No. F-53.00)

3. The gas consumption per degree day deficiency set forth above is based on the present size, design and construction of the Customer's premises. Prior to any alterations or changes in the Customer's premises, including the addition or deletion of areas heated, the Customer shall notify the Company thereof in writing and the Company shall recompute such consumption per degree day deficiency for heating the premises as altered or changed. Such revised consumption factor will be used for billing purposes upon the completion of alterations to the Customer's premises, provided that if the Customer does not agree as to the revised consumption factor per degree day deficiency, the Customer may terminate this agreement by giving written notice to the Company prior to the completion of alterations to its premises. Thereupon, the aforementioned agreements providing for the sale of gas by the Company to the Customer shall also terminate unless the Customer shall agree to the separate metering of gas used under said agreements.

If the Customer fails to notify the Company of alterations or changes, the Customer shall pay to the Company for any increased consumption for heating, because of alterations made, based on the Company's calculation of the increased consumption per degree day deficiency resulting therefrom, which calculation shall be presumed conclusively to be correct. Upon such payment, the Customer may terminate this agreement by notice in writing to the Company, and thereupon the aforementioned agreements covering the sale of gas by the Company to the Customer shall also terminate unless the Customer shall agree to the separate metering of gas used under said agreements. If the Customer does not terminate this agreement, the recomputed consumption factor shall continue to be used in calculating the amount of gas used by the Customer for heating its premises.

4. The degree day deficiency used to determine the Customer's gas consumption for heating its premises shall be based on the official United States Weather Bureau Reports for the area in which the Customer's premises are located.

5. Subject to the provisions hereinbefore contained, this agreement shall remain in full force and effect so long as the agreements hereinbefore mentioned providing for the sale of gas by the Company to the Customer are effective. In the event either or both of said gas sales agreements is terminated this agreement will concurrently terminate without action by either party.

6. This agreement and the rights and obligations of the parties hereto are subject to the rules, regulations and orders of the Michigan Public Service Commission.

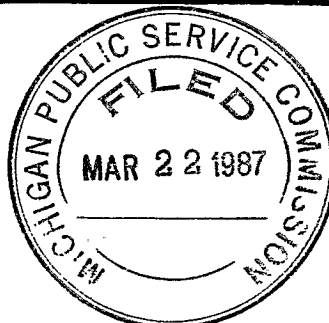
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above mentioned.

MICHIGAN CONSOLIDATED GAS COMPANY

By _____
Vice President

Customer

By _____



CANCELLED BY	ORDER 413155
REMOVED BY	CDP
DATE	3-1-02

michcon

Michigan Consolidated Gas Company
500 Griswold Street, Detroit, Michigan 48226

GUARANTOR'S AGREEMENT

IN CONSIDERATION OF THE COMPANY ACCEPTING A GUARANTOR INSTEAD OF A CASH DEPOSIT AS SECURITY FOR THE PAYMENT OF BILLS FOR GAS SERVICE FURNISHED, AND PURSUANT TO RULE 36 OF THE MPSC CONSUMER STANDARDS AND BILLING PRACTICES.

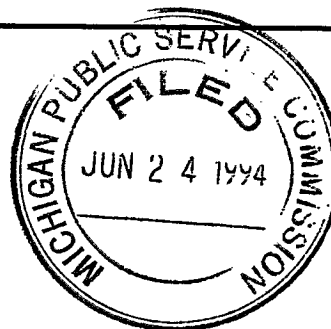
Account Name (Print)	Account Number	CD
Address		Effective Date

I HEREBY GUARANTEE PAYMENT OF ALL PROPER CHARGES FOR UTILITY SERVICE AND AGREE TO PAY SUCH CHARGES NOT TO EXCEED \$_____ UNTIL THE ACCOUNT IS CLOSED OR SATISFACTORY CREDIT IS ESTABLISHED. SATISFACTORY CREDIT IS ESTABLISHED BY PROMPT PAYMENT OF BILLS NOT IN DISPUTE FOR TWELVE CONSECUTIVE MONTHS FOR RESIDENTIAL SERVICE. BILL PAYMENTS MUST BE MADE PRIOR TO ISSUANCE OF A NOTICE OF GAS SHUT OFF OF SERVICE. IF THIS AGREEMENT IS REQUIRED BECAUSE OF UNAUTHORIZED USE, DIVERSION OR INTERFERENCE, IT MAY BE RETAINED BY THE UTILITY FOR TWENTY-FOUR MONTHS AND SATISFACTORY PAYMENT DURING THE LAST TWELVE MONTHS OF THE RETENTION PERIOD. IT IS UNDERSTOOD THAT MY LIABILITY HEREUNDER WILL BE TRANSFERRED TO ANY USING ACCOUNT IN MY NAME IF NOT PAID, AND THAT I WILL NOT BE HELD LIABLE FOR SUMS IN EXCESS OF THE GUARANTEED AMOUNT UNLESS AGREED UPON IN A SEPARATE WRITTEN DOCUMENT.

Guarantor's Signature	Date	Address	Fl.	Apt.
Guarantor's Name	Account Number		CD	
Taken for the Company by	Date			

7007 Dec. 92

CANCELLED BY	ORDER <u>413155</u>
REMOVED BY	<u>CDP</u>
DATE	<u>3-1-02</u>



GUARANTOR'S AGREEMENT

MICHIGAN CONSOLIDATED GAS COMPANY
(HEREIN CALLED THE COMPANY)

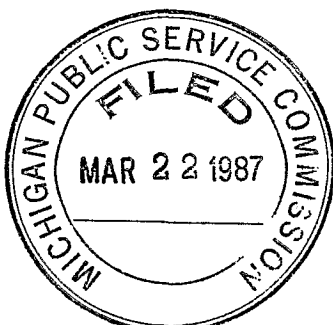
7007 JUNE 84

IN CONSIDERATION OF THE COMPANY ACCEPTING A GUARANTOR INSTEAD OF A CASH DEPOSIT AS SECURITY FOR THE PAYMENT OF BILLS FOR GAS SERVICE FURNISHED, AND PURSUANT TO RULE 36 OF THE MPSC CONSUMER STANDARDS AND BILLING PRACTICES.

ACCOUNT NAME (PRINT)	ACCOUNT NUMBER	CD
ADDRESS	EFFECTIVE DATE	

I HEREBY GUARANTEE PAYMENT OF ALL PROPER CHARGES FOR UTILITY SERVICE AND AGREE TO PAY SUCH CHARGES NOT TO EXCEED \$_____ UNTIL THE ACCOUNT IS CLOSED OR SATISFACTORY CREDIT IS ESTABLISHED. SATISFACTORY CREDIT IS ESTABLISHED BY PROMPT PAYMENT OF BILLS NOT IN DISPUTE FOR TWELVE CONSECUTIVE MONTHS FOR RESIDENTIAL SERVICE, BILL PAYMENTS MUST BE MADE PRIOR TO ISSUANCE OF A NOTICE OF DISCONTINUATION OF SERVICE, IF THIS AGREEMENT IS REQUIRED DUE TO UNAUTHORIZED USE, DIVERSION OR INTERFERENCE, IT MAY BE RETAINED BY THE UTILITY FOR TWENTY-FOUR MONTHS. IT IS UNDERSTOOD THAT MY LIABILITY HEREUNDER WILL BE TRANSFERRED TO ANY USING ACCOUNT IN MY NAME IF NOT PAID.

GUARANTOR'S SIGNATURE	ADDRESS	FL	APT
GUARANTOR'S NAME	ACCOUNT NUMBER	CD	
TAKEN FOR THE COMPANY BY	DATE	DEPOSIT REASON CODE	



CANCELLED BY	<i>Ell</i>
ORDER	<i>Don</i>
REMOVED BY	<i>W.M.</i>
DATE	<i>6-24-94</i>

michcon

ASSISTANCE VERIFICATION

The \$10.00 charge for the Home Energy Analysis can be waived for customers who are receiving income assistance or whose income falls below certain levels. In order to qualify for a waiver of the \$10.00 charge, the following verification must be read and completed:

THE APPLICANT NAMED BELOW HEREBY CERTIFIES THAT THE FOLLOWING INCOME REPRESENTED BY THE APPROPRIATELY CHECKED BOX IS, TO THE BEST OF THE APPLICANT'S KNOWLEDGE, TRUE AND CORRECT:

Applicant receives income assistance from the Michigan Department of Social Services in the form of:

- OR -

Applicant has household income that does not exceed the following schedule:

	PERSONS IN HOUSEHOLD	HOUSEHOLD INCOME
<input type="checkbox"/> Aid to Dependent Children	<input type="checkbox"/> 1	\$ 8,510
<input type="checkbox"/> General Assistance	<input type="checkbox"/> 2	11,490
<input type="checkbox"/> Supplemental Security Income	<input type="checkbox"/> 3	14,470
<input type="checkbox"/> Emergency Needs Assistance	<input type="checkbox"/> 4	17,450
<input type="checkbox"/> Energy Assistance	<input type="checkbox"/> 5	20,430
	<input type="checkbox"/> 6	23,410
	<input type="checkbox"/> 7	26,930
	<input type="checkbox"/> 8	29,370

* Add \$2,980 for each additional person

APPLICANT AUTHORIZES MICHIGAN CONSOLIDATED GAS COMPANY (COMPANY) TO SECURE FROM APPROPRIATE GOVERNMENT AGENCIES VERIFICATION OF THE INCOME QUALIFICATION INFORMATION PRESENTED ABOVE, OR SUCH VERIFICATION IS NOT AVAILABLE, AUTHORIZES THE COMPANY TO MAKE NECESSARY INQUIRIES TO VERIFY SAME.

APPLICANT (Print Name)

STREET NUMBER

CITY

ZIP CODE

TELEPHONE NUMBER

DATE

SIGNATURE OF APPLICANT

7227-1 Oct. 92

CANCELLED BY

ORDER

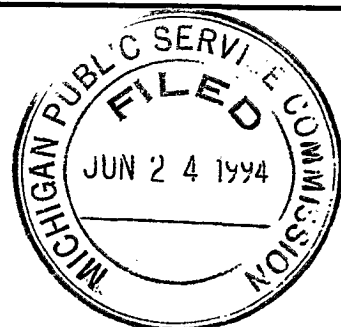
REMOVED BY

DATE

413155

CDP

3-1-02



Michigan Consolidated Gas Company
ASSISTANCE VERIFICATION

The \$10.00 charge for the Home Energy Analysis can be waived for customers who are receiving income assistance or whose income falls below certain levels. In order to qualify for a waiver of the \$10.00 charge, the following verification must be read and completed:

THE APPLICANT NAMED BELOW HEREBY CERTIFIES THAT THE FOLLOWING INCOME REPRESENTED BY THE APPROPRIATE CHECKED BOX IS, TO THE BEST OF THE APPLICANT'S KNOWLEDGE, TRUE AND CORRECT:

Applicant receives income assistance from the Michigan Department of Social Services in the form of:

— OR —

Applicant has household income that does not exceed the following schedule:

	PERSONS IN HOUSEHOLD	HOUSEHOLD INCOME
<input type="checkbox"/> Aid to Dependent Children	<input type="checkbox"/> 1	\$ 7,210
<input type="checkbox"/> General Assistance	<input type="checkbox"/> 2	9,660
<input type="checkbox"/> Supplemental Security Income	<input type="checkbox"/> 3	12,110
<input type="checkbox"/> Emergency Needs Assistance	<input type="checkbox"/> 4	14,560
<input type="checkbox"/> Energy Assistance	<input type="checkbox"/> 5	17,010
	<input type="checkbox"/> 6	19,460
	<input type="checkbox"/> 7	21,910
	<input type="checkbox"/> 8	24,360

*Add \$2,450 for each additional person

APPLICANT AUTHORIZES MICHIGAN CONSOLIDATED GAS COMPANY (COMPANY) TO SECURE FROM APPROPRIATE GOVERNMENT AGENCIES VERIFICATION OF THE INCOME QUALIFICATION INFORMATION PRESENTED ABOVE, OR IF SUCH VERIFICATION IS NOT AVAILABLE, AUTHORIZES THE COMPANY TO MAKE NECESSARY INQUIRIES TO VERIFY SAME.

APPLICANT (Print Name)

NUMBER/STREET

CITY

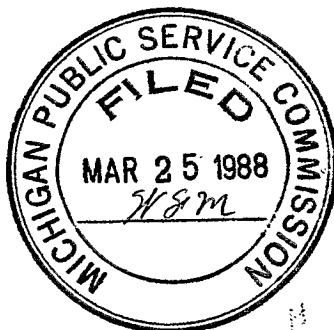
ZIP CODE

TELEPHONE NUMBER

DATE

SIGNATURE OF APPLICANT

7227-1 MAR. 88



CANCELLED BY	WGM
ORDER	Form
REMOVED BY	WGM
DATE	6-24-94

Michigan Consolidated Gas Company
ASSISTANCE VERIFICATION

The \$10.00 charge for the Home Energy Analysis can be waived for customers who are receiving income assistance or whose income falls below certain levels. In order to qualify for a waiver of the \$10.00 charge, the following verification must be read and completed:

THE APPLICANT NAMED BELOW HEREBY CERTIFIES THAT THE FOLLOWING INCOME REPRESENTED BY THE APPROPRIATE CHECKED BOX IS, TO THE BEST OF THE APPLICANT'S KNOWLEDGE, TRUE AND CORRECT:

Applicant receives income assistance from the Michigan Department of Social Services in the form of:

— OR —

Applicant has household income that does not exceed the following schedule:

	PERSONS IN HOUSEHOLD	HOUSEHOLD INCOME
<input type="checkbox"/> Aid to Dependent Children	<input type="checkbox"/> 1	\$ 6,875
<input type="checkbox"/> General Assistance	<input type="checkbox"/> 2	9,250
<input type="checkbox"/> Supplemental Security Income	<input type="checkbox"/> 3	11,625
<input type="checkbox"/> Emergency Needs Assistance	<input type="checkbox"/> 4	14,000
<input type="checkbox"/> Energy Assistance	<input type="checkbox"/> 5	16,375
	<input type="checkbox"/> 6	18,750
	<input type="checkbox"/> 7	21,125
	<input type="checkbox"/> 8	23,500

* Add \$2,375 for each additional person

APPLICANT AUTHORIZES MICHIGAN CONSOLIDATED GAS COMPANY (COMPANY) TO SECURE FROM APPROPRIATE GOVERNMENT AGENCIES VERIFICATION OF THE INCOME QUALIFICATION INFORMATION PRESENTED ABOVE. OR IF SUCH VERIFICATION IS NOT AVAILABLE, AUTHORIZES THE COMPANY TO MAKE NECESSARY INQUIRIES TO VERIFY SAME.

APPLICANT (Print Name)

NUMBER/STREET

CITY

ZIP CODE

TELEPHONE NUMBER

DATE

SIGNATURE OF APPLICANT

7227-1 OCT 87



CANCELLED BY	ORDER <i>Revised Sheet</i>
REMOVED BY	<i>JH M</i>
DATE	<i>3-25-88</i>

ASSISTANCE VERIFICATION

The \$10.00 charge for the Home Energy Analysis can be waived for customers who are receiving income assistance or whose income falls below certain levels. In order to qualify for a waiver of the \$10.00 charge, the following verification must be read and completed:

THE APPLICANT NAMED BELOW HEREBY CERTIFIES THAT THE FOLLOWING INCOME REPRESENTED BY THE APPROPRIATE CHECKED BOX IS, TO THE BEST OF THE APPLICANT'S KNOWLEDGE, TRUE AND CORRECT:

Applicant receives income assistance from the Michigan Department of Social Services in the form of:

— OR —

Applicant has household income that does not exceed the following schedule:

	PERSONS IN HOUSEHOLD	HOUSEHOLD INCOME
<input type="checkbox"/> Aid to Dependent Children	<input type="checkbox"/> 1	\$ 6,700
<input type="checkbox"/> General Assistance	<input type="checkbox"/> 2	9,050
<input type="checkbox"/> Supplemental Security Income	<input type="checkbox"/> 3	11,400
<input type="checkbox"/> Emergency Needs Assistance	<input type="checkbox"/> 4	13,750
<input type="checkbox"/> Energy Assistance	<input type="checkbox"/> 5	16,100
	<input type="checkbox"/> 6	18,450
	<input type="checkbox"/> 7	20,800
	<input type="checkbox"/> 8	23,150

* Add \$2,350 for each additional person

APPLICANT AUTHORIZES MICHIGAN CONSOLIDATED GAS COMPANY (COMPANY) TO SECURE FROM APPROPRIATE GOVERNMENT AGENCIES VERIFICATION OF THE INCOME QUALIFICATION INFORMATION PRESENTED ABOVE, OR IF SUCH VERIFICATION IS NOT AVAILABLE, AUTHORIZES THE COMPANY TO MAKE NECESSARY INQUIRIES TO VERIFY SAME.

APPLICANT (Print Name)

NUMBER/STREET

CITY

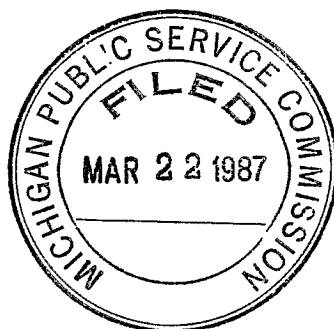
ZIP CODE

TELEPHONE NUMBER

DATE

SIGNATURE OF APPLICANT

7227-1 APR. 86



CANCELLED BY	ORDER <i>Norm charge</i>
REMOVED BY	<i>WJM</i>
DATE	<i>11-17-87</i>

CONTRACT FOR OPTIONAL LARGE VOLUME GAS SERVICE

For service under
Rate Schedule No. 9
M.P.S.C. No. 3

_____ District

THIS AGREEMENT, entered into this _____ day of _____, 19_____,
between MICHIGAN CONSOLIDATED GAS COMPANY (hereinafter called the "Company"), and

name of firm, company, etc.

located at _____ in _____,
street and number city, village or township

_____ County, Michigan (hereinafter called the "Customer").

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

Service to Which This Contract Applies

Gas hereafter taken by the Customer from the Company for use in the premises located at

_____ in _____,
street and number city, village or township

_____ County, Michigan, shall be sold and delivered by the Company and shall be purchased and taken by the Customer under and in accordance with Rate Schedule No. 9, entitled OPTIONAL LARGE VOLUME RATE

The Customer agrees that no gas supplied by the Company under this contract will be used for house heating or space heating.

Limitation of Use

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

Rates and Charges

The Customer agrees to pay the Company for all gas supplied hereunder in accordance with the rates specified in the Company's Rate Book M.P.S.C. No. 3 and Rate Schedule No. 9 forming part thereof. The customer elects to take service under the option, as provided for in the Company's Rate Schedule No. 9:

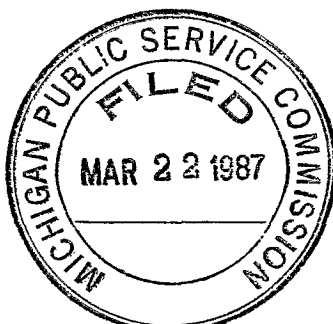
Option A ☐

Option B ☐

Option C ☐

7345 JUN. 82

(Continued on Sheet No. F-58.00)



CANCELLED BY	ORDER	413155
REMOVED BY	CDP	
DATE	3-1-02	

(Continued From Sheet No. F-57.00)

After the first full year of service hereunder, and every year thereafter, the customer may elect to change the option under which service is taken, by giving written notice to the Company 30 days prior to the affected billing period.

Special Taxes

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

Period of Contract

Subject to approval by the President or a Vice President of the Company, this contract shall be effective for an initial period commencing on _____, 19_____, and ending on _____, 19_____, and from year to year thereafter, subject to the right of either party to terminate the same at the end of said initial period or of any yearly extension thereof, by written notice to the other given not less than thirty (30) days prior to the date of such intended termination.

Contingencies

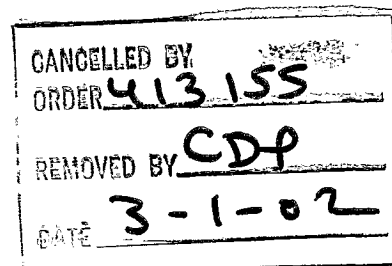
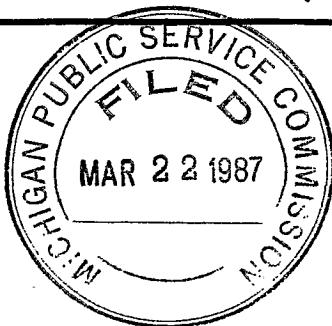
Failure to deliver or accept deliveries of said gas as herein provided shall not subject either party to liability, if such failure is due to war, strikes, explosions, fires, accidents or other reasonably unavoidable causes.

Rules and Regulations

Service under and the term of this contract shall be subject to the Rules and Regulations of the Company as filed with and approved by the Michigan Public Service Commission.

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

(Continued on Sheet No. F-59.00)



(Continued From Sheet No. F-58.00)

Agents Cannot Modify

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

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

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

MICHIGAN CONSOLIDATED GAS COMPANY

By _____

Customer

By _____

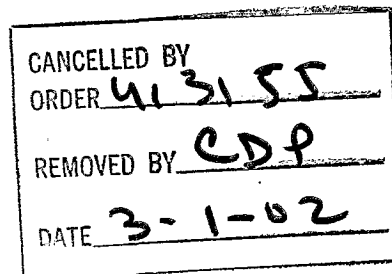
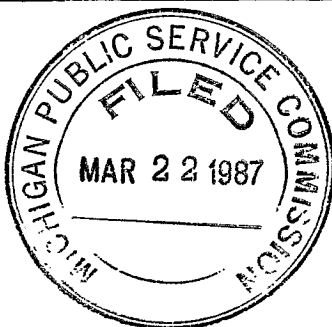
Official Capacity

Approved for

MICHIGAN CONSOLIDATED GAS COMPANY

Vice President

_____, 19 ____



michcon

Michigan Consolidated Gas Company
500 Gnsword Street, Detroit, Michigan 48226

313 965-2430

AGREEMENT FOR GAS MAIN EXTENSION

AGREEMENT between MICHIGAN CONSOLIDATED GAS COMPANY, hereinafter called the "Company", and _____
of _____
(Street and Number) (City, Village or Township) (Zip Code)
_____ County, Michigan hereinafter called the "Applicant".

WHEREAS, the Applicant, has applied to the Company for gas service
to _____
(Street & Number or Subdivision & Lot #) (City, Village or Township)
_____, _____ County, Michigan;
(Zip Code)

and in order to provide gas service to Applicant, it will be necessary to install a main extension, the cost of which will exceed that provided by the Company at no charge to Applicant.

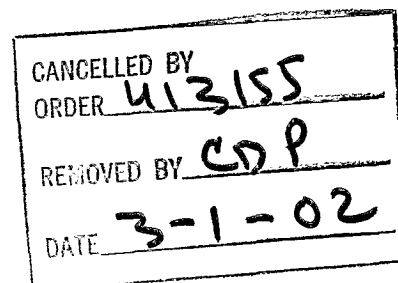
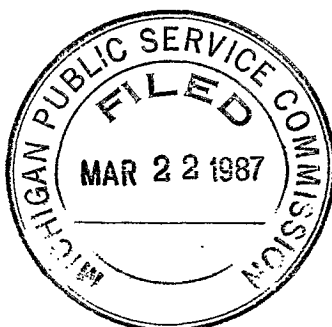
THEREFORE, in accordance with the applicable provisions of the Company's Schedule of Rules, Regulations and Rates for Gas Service, issued under authority of the Michigan Public Service Commission, it is agreed between the parties hereto as follows:

(1) The Company shall furnish and install a _____ inch main(s) in _____ extending from the present terminus of the Company's main at _____ to a point opposite the Applicant's premises at _____ a distance of about _____ feet, the location being as indicated on the map section attached hereto and made a part hereof.

(2) The Applicant shall deposit with the Company, at the time of signing this agreement, the sum of _____ which amount is the difference between the estimated cost, amounting to _____, of the required extension and \$5.50 per foot times an allowance of .75 feet of main extension for each MCF of estimated sales to be received through such extension for a period of one (1) year after completion of the extension.

7622R JAN. 86

(Continued on Sheet No. F-61.00)



(Continued From Sheet No. F-60.00)

(3) At the end of the first year, during which the Company shall have supplied gas through such new main extension, the Company will refund to the Applicant a sum equal to \$4.00 times the excess if any of the actual MCF consumed at the location(s) specified above through such extension for that year over the original estimated MCF sales.

(4) The Company will also refund to the applicant an amount equal to \$4.00 times the MCF consumed during the first full year of service from each additional customer who is furnished service from such extension within five (5) years after the date the new main extension is constructed. Such refund shall be made in accordance with one of the following two procedures to be elected by the Applicant:

Option A



The Company will periodically determine whether any additional customers have been attached to the main extension. If the Company finds that any additional customer(s) are being provided service through the extension, the Applicant will be given a refund of \$4.00 times the MCF of gas consumed during the first full year of service from each additional customer, based upon the actual gas usage of such additional customers during the first year of service to them.

Option B



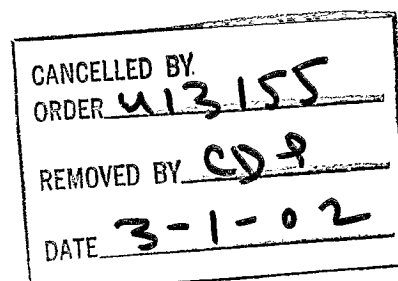
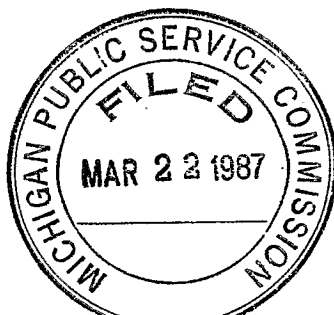
The Applicant shall ascertain and notify the Company of each additional customer(s) furnished service from said main extension at any time within five (5) years after the date of its construction. Upon receipt of such notification and verification of the same, the Company shall promptly refund to the Applicant an amount equal to \$4.00 times the MCF consumed from each additional customer, based upon the Company's estimate of each additional customer's gas usage during the customer's first year of service.

(5) The deposit received is subject to refund over a five (5) year period without interest. No additional refund obligation shall be created after the close of the five (5) year refund period. The five (5) year refund period will commence on the first day of the billing month following the completion of the main extension. Refunding will not begin until such time as the original Applicant or equivalent have been connected to the main extension.

(6) Under no circumstances will the total amounts refunded exceed the deposit.

(7) The main extension described herein shall at all times be the property of the Company and any unrefunded portion of the amount deposited shall, at the end of five (5) years from the date of construction of the main extension, accrue to the Company.

(Continued on Sheet No. F-62.00)



(Continued From Sheet No. F-61.00)

(8) The Company shall not, under this contract, make any refund whatsoever to the Applicant on account of the revenue received from any mains which in the future may be installed as extensions of, or lateral connections to, the main hereinabove described.

(9) The Company agrees to make all reasonable efforts to commence work on the main extension within a reasonable time, and to pursue the same to completion with due diligence and dispatch, subject, however, to any interruptions or stoppages which may occur for reasons outside the control of the Company.

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

(11) BUYER'S RIGHT TO CANCEL - You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See notice of cancellation attached to this agreement for an explanation of this right.

IN WITNESS WHEREOF, the parties have executed this agreement in duplicate this ____ day of _____, 19____.

In the Presence of:

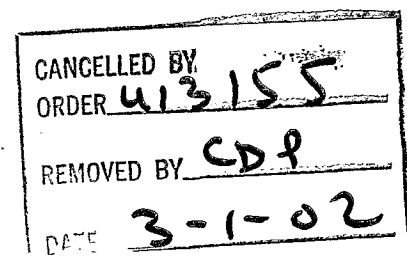
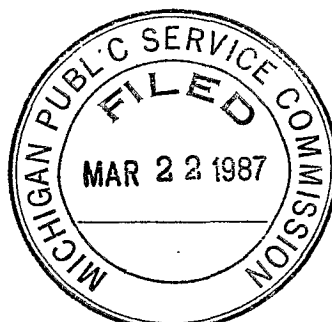
MICHIGAN CONSOLIDATED GAS COMPANY

By _____

(Applicant)

By _____

(Continued on Sheet No. F-63.00)



(Continued From Sheet No. F-62.00)

Transaction Date

NOTICE OF CANCELLATION (In Accordance with 1978 PA 152)

You may cancel this transaction, without penalty or obligation, within 3 business days from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within 10 business days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale; or you may if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without further obligation. If you fail to make the goods available to the seller or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

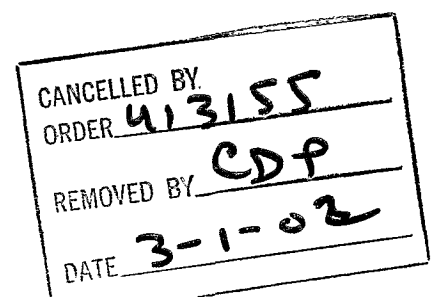
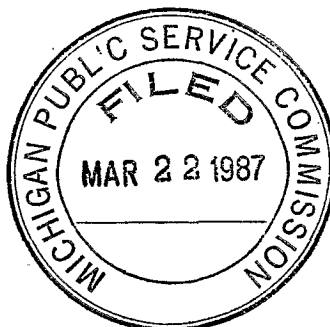
To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram to Michigan Consolidated Gas Company at 500 Griswold, Detroit, Michigan 48226, or the area office at which application was made not later than midnight on

(DATE)

I HEREBY CANCEL THIS TRANSACTION

Buyer's Signature

Date





Michigan Consolidated Gas Company

CREDIT AGREEMENT
(FOR NON-RESIDENTIAL CUSTOMERS ONLY)

Account Name		Account Number	
Service Address		Municipality	
Total Owing	Arrears	Total Months	Initial Payment
\$	\$		\$
Approved By			Date

It is agreed that effective immediately, in consideration for continued gas service, the customer shall make payments as herein listed to MichCon.

TERMS

DUE DATE	PAYMENT AMOUNT	DUE DATE	PAYMENT AMOUNT	DUE DATE	PAYMENT AMOUNT

Undisputed gas charges for future use are covered in this agreement and if not paid on or before their respective current bill due dates, this agreement is in default.

The customer's signature on this document constitutes full and complete agreement with, and acceptance of, gas charges billed to date hereof. Additionally, the customer expressly waives his/her rights to litigation of the subject matter contained in this agreement.

Failure to comply with any conditions of this agreement shall result in the total owing being immediately due and payable and initiation of collection action including, but not limited to, discontinuance of gas service.

All payments must be made in cash (only if in person), money orders or cashiers check.

_____ Yes _____ No

ACCEPTED AND AGREED:

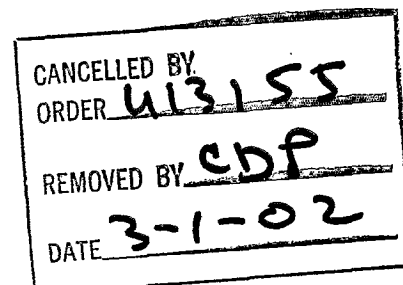
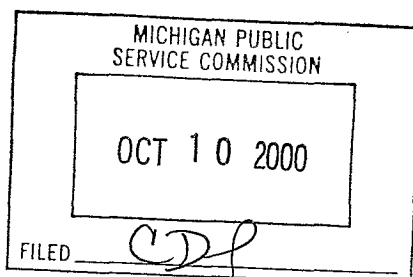
Customer's Signature	Date	MichCon Representative	Date
Customer's Name and Business Title (Print)		MichCon Representative (Print)	

202 Feb. 99

White Copy - Collection Office

Yellow Copy - Customer

Pink Copy - Office





Michigan Consolidated Gas Company

PAYMENT AGREEMENT
(FOR NON-RESIDENTIAL CUSTOMERS ONLY)

ACCOUNT NAME		ACCOUNT NUMBER	
SERVICE ADDRESS		MUNICIPALITY	
TOTAL OWING \$	ARREARS \$	APPROVED BY	
TOTAL MONTHS	INITIAL PAYMENT \$	CURRENT BILL INCLUDED	
MULTI-RES (2A)	COMMERCIAL (01)	INDUSTRIAL (01)	SPECIAL LEDGER

It is agreed that effective immediately, in consideration for continued gas service, the customer shall make payments as herein listed to MichCon for gas service received through _____.

TERMS

DUE DATE	PAYMENT AMOUNT	DUE DATE	PAYMENT AMOUNT	DUE DATE	PAYMENT AMOUNT
1.		5.		9.	
2.		6.		10.	
3.		7.		11.	
4.		8.		12.	

Gas charges for future use are not covered in this agreement and are therefore subject to normal and separate collection action, including discontinuance of gas service, if not paid on or before their respective current bill due dates.

The customer's signature on this document constitutes full and complete agreement with, and acceptance of, gas charges billed to date hereof. Additionally, the customer expressly waives his/her rights to litigation of the subject matter contained in this payment agreement.

Failure to comply with any conditions of this agreement shall result in the total owing being immediately due and payable and initiation of collection action including, but not limited to, discontinuance of gas service.

All payments must be made in cash (only if in person), money orders or cashiers check.

___ yes ___ no

Accepted and Agreed:

CUSTOMER'S SIGNATURE	DATE	MICHCON REPRESENTATIVE	DATE
CUSTOMER'S NAME AND BUSINESS TITLE (PRINT)		MICHCON REPRESENTATIVE (PRINT)	

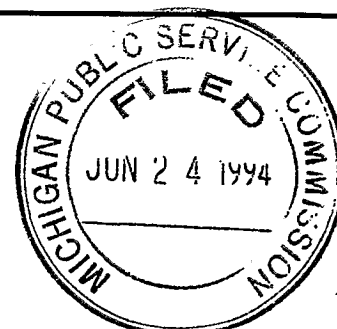
202 MAY 86

WHITE COPY — COLLECTION OFFICE

YELLOW COPY — CUSTOMER

PINK COPY — OFFICE

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



michcon Michigan Consolidated Gas Company

PAYMENT AGREEMENT
(FOR NON-RESIDENTIAL CUSTOMERS ONLY)

ACCOUNT NAME		ACCOUNT NUMBER	
SERVICE ADDRESS		MUNICIPALITY	
TOTAL OWING	ARREARS	APPROVED BY	
\$	\$		
TOTAL MONTHS	INITIAL PAYMENT	CURRENT BILL INCLUDED	
	\$		
MULTI-RES (2A)	COMMERCIAL (01)	INDUSTRIAL (01)	SPECIAL LEDGER

It is agreed that effective immediately, in consideration for continued gas service, the customer shall make payments as herein listed to MichCon for gas service received through _____.

TERMS

DUE DATE	PAYMENT AMOUNT	DUE DATE	PAYMENT AMOUNT	DUE DATE	PAYMENT AMOUNT
1.		5.		9.	
2.		6.		10.	
3.		7.		11.	
4.		8.		12.	

Gas charges for future use are not covered in this agreement and are therefore subject to normal and separate collection action, including discontinuance of gas service, if not paid on or before their respective current bill due dates.

The customer's signature on this document constitutes full and complete agreement with, and acceptance of, gas charges billed to date hereof. Additionally, the customer expressly waives his/her rights to litigation of the subject matter contained in this payment agreement.

Failure to comply with any conditions of this agreement shall result in the total owing being immediately due and payable and initiation of collection action including, but not limited to, discontinuance of gas service.

All payments must be made in cash (only if in person), money orders or cashiers check.

___ yes ___ no

Accepted and Agreed:

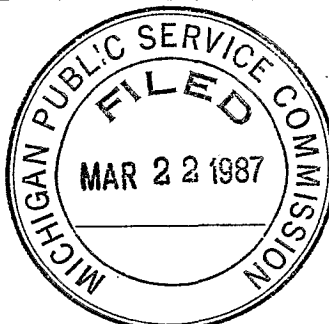
CUSTOMER'S SIGNATURE	DATE	MICHCON REPRESENTATIVE	DATE
CUSTOMER'S NAME AND BUSINESS TITLE (PRINT)		MICHCON REPRESENTATIVE (PRINT)	

7653 MAY 86

WHITE COPY — COLLECTION OFFICE

YELLOW COPY — CUSTOMER

PINK COPY — OFFICE



CANCELLED BY	ORDER <i>3/22/87</i>
REMOVED BY	<i>3/22/87</i>
DATE	<i>6-24-94</i>

MICHIGAN CONSOLIDATED GAS COMPANY
ENERGY ASSISTANCE PROGRAMS
APPLICATION FOR UNEMPLOYED CUSTOMER

CHECK PROGRAMS APPLYING FOR:		OFFICE USE ONLY	
<input type="checkbox"/> CYCLICAL BUDGET PAYMENT PLAN	<input type="checkbox"/> DEFERRED PAYMENT PLAN <input type="checkbox"/> HOME ENERGY ANALYSIS	CIRCLE PROGRAM - WRITE DATE ENROLLED AND BUDGET AMOUNT	
		OFF. _____	BPP _____ \$ _____
		REP. _____	DPP _____ \$ _____
		HEA _____	
SERVICE ADDRESS _____		FL/APT. _____	MUN. _____ ZIP CODE _____
CUSTOMER NAME _____		ACCOUNT NUMBER _____	TELEPHONE NUMBER _____
DATE OF UNEMPLOYMENT _____		NUMBER OF WEEKS UNEMPLOYED _____	
TO APPLY YOU NEED PROOF OF RESIDENCE AND PROOF OF UNEMPLOYMENT STATUS			
PROOF OF RESIDENCE (Check one and provide a copy.)		PROOF OF UNEMPLOYMENT STATUS (Provide a copy of both documents.)	
<input type="checkbox"/> DRIVER'S LICENSE		• LATEST M.E.S.C. UNEMPLOYMENT CHECK STUB	
<input type="checkbox"/> MICHIGAN STATE I.D.		• M.E.S.C. DETERMINATION OF BENEFIT ENTITLEMENT	
<input type="checkbox"/> UTILITY BILL			
<input type="checkbox"/> RENTAL RECEIPT			
<input type="checkbox"/> OTHER Specify: _____			

CERTIFICATION STATEMENT

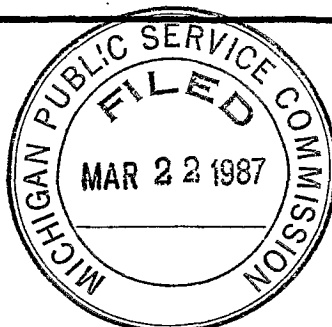
I HEREBY AGREE AND CERTIFY THAT I MEET THE QUALIFICATIONS:

- (1) I am the head of the household at the above stated address.
- (2) The above address is my permanent address, not a seasonal home; such as a cottage, where natural gas is used for heating.
- (3) I am currently unemployed and have been as stated in the above application.
- (4) I understand if I am re-employed, I will notify MichCon of my employment status change.
- (5) I understand that to apply for the Deferred Payment Plan I must be unemployed for 26 weeks or at least 15 weeks and no longer receiving unemployment benefits.
- (6) I understand that upon completion of the Deferred Payment Plan I will be enrolled in the Cyclical Budget Payment Plan and pay the bill amount deferred.
- (7) I certify that I am not currently receiving aid such as General Assistance or Aid for Dependent Children and if I become eligible for such aid I will notify MichCon.
- (8) I understand that participating in the Unemployed Customer Energy Assistance Program is voluntary and I am requesting MichCon to enroll me.

CUSTOMER SIGNATURE _____

DATE _____

7822 JULY 84



CANCELLED BY ORDER <u>413155</u>
REMOVED BY <u>CDP</u>
DATE <u>3-1-02</u>



Contract Type: ST-1
Contract No. _____

GAS TRANSPORTATION AGREEMENT

MichCon: Michigan Consolidated Gas Company

Customer: _____

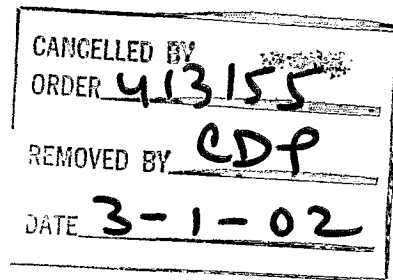
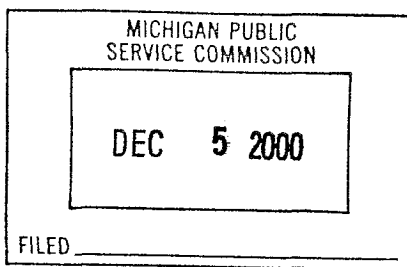
Address: 500 Griswold Street Detroit, Michigan 48226	Address:				
Notices: Vice President, Marketing, Sales and Regulatory Affairs	Notices:				
500 Griswold Street Detroit, Michigan 48226 Phone: (313) 256-5943 Fax: (313) 256-5825	Phone: Fax:				
<p>1. All transportation services will be provided under the terms and conditions set forth herein and in MichCon's Tariff and the General Terms and Conditions, Attachment A.</p> <p>2. This Agreement is effective _____ and terminates on _____. a. Hereafter, the term of this Agreement shall be automatically extended for successive periods of one year, unless and until terminated pursuant of Section 2(b). b. This Agreement may be terminated by either party at the end of the initial term or the end of any succeeding one year term by either party giving 30 days prior written notice to the other party, or as otherwise agreed in writing by the parties.</p>					
<p>3. ACQ and MDQ Customer's ACQ is _____ Mcf. At any time during the term of this Agreement, the ACQ may be adjusted by MichCon, consistent with its Tariff, for known or expected changes to Customer's full requirements of natural gas. MichCon will not adjust the ACQ for alternate fuel usage. Customer's MDQ is _____ Mcf. At any time during the term of this Agreement the MDQ may be adjusted by MichCon, consistent with its tariff, for known or expected changes to Customer's daily peak volume;</p>					
<p>4 DELIVERY POINT(s) Customer's Facility located at: _____</p>					
<p>5. TRANSPORTATION RATE Each month Customer shall pay MichCon the following: Monthly Customer Charge: The charge set forth under MichCon's Transportation Rate Schedule ST-1. Plus Transportation Charge: For all gas consumed at Customer's Facility, the transportation charge is the charge set forth in MichCon's Transportation Rate Schedule No. ST-1. Plus Fuel: Gas In Kind set forth under MichCon's Transportation Rate Schedule Tariff.</p>					
This Agreement is made As of the _____ day of _____, 200__	<table border="1"><tr><td>MichCon:</td><td>By: _____ Title: Harold Gardner, Vice President, Marketing, Sales and Regulatory Affairs</td></tr><tr><td>Customer:</td><td>By: _____ Name: _____ Title: _____</td></tr></table>	MichCon:	By: _____ Title: Harold Gardner, Vice President, Marketing, Sales and Regulatory Affairs	Customer:	By: _____ Name: _____ Title: _____
	MichCon:	By: _____ Title: Harold Gardner, Vice President, Marketing, Sales and Regulatory Affairs			
Customer:	By: _____ Name: _____ Title: _____				

10/18/00

«Draft_Date»

«Final_Date»

(Continued on Sheet No. F-67.00)





Contract Type: ST-1
Contract No. _____

GAS TRANSPORTATION AGREEMENT

MichCon: Michigan Consolidated Gas Company

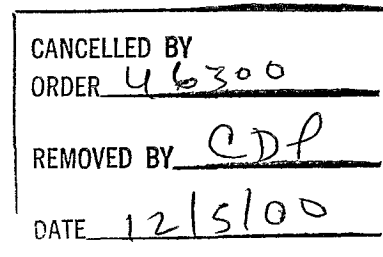
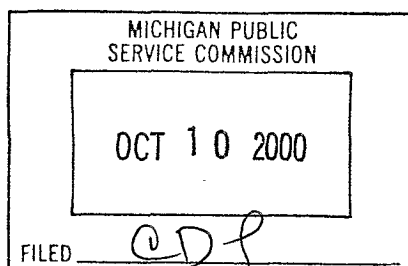
Customer:

Address: 500 Griswold Street Detroit, Michigan 48226		Address:	
Notices: Vice President, Marketing, Sales and Regulatory Affairs 500 Griswold Street Detroit, Michigan 48226 Phone: (313) 256-5943 Fax: (313) 256-5825		Notices:	
		Phone:	
		Fax:	
1. All transportation services will be provided under the terms and conditions set forth herein and in MichCon's Tariff and the General Terms and Conditions. Attachment A.			
2. This Agreement is effective _____ and terminates on _____			
3. ACQ and MDQ			
Customer's ACQ is _____ Mcf. At any time during the term of this Agreement, the ACQ may be adjusted by MichCon, consistent with its Tariff, for known or expected changes to Customer's full requirements of natural gas. MichCon will not adjust the ACQ for alternate fuel usage.			
Customer's MDQ is _____ Mcf. At any time during the term of this Agreement the MDQ may be adjusted by MichCon, consistent with its tariff, for known or expected changes to Customer's daily peak volume;			
4. DELIVERY POINT(s)			
Customer's Facility located at:			
5. TRANSPORTATION RATE			
Each month Customer shall pay MichCon the following:			
Monthly Customer Charge: The charge set forth under MichCon's Transportation Rate Schedule ST-1.			
• Plus			
Transportation Charge: For all gas consumed at Customer's Facility, the transportation charge is the charge set forth in MichCon's Transportation Rate Schedule No. ST-1.			
Plus			
Fuel: 0.9% gas in kind			
This Agreement is made As of the ____ day of _____, 199__	MichCon:	By:	_____
		Title:	Harold Gardner, Vice President, Marketing, Sales and Regulatory Affairs
	Customer:	By:	_____
		Name:	_____
		Title:	_____

8/13/99

08/16/99

(Continued on Sheet No. F-67.00)



GAS TRANSPORTATION AGREEMENT

This AGREEMENT ("Agreement"), made as of the _____ day of _____, 199____, by and between MICHIGAN CONSOLIDATED GAS COMPANY, a Michigan corporation having its principal office at 500 Griswold Street, Detroit, Michigan 48226 (hereinafter referred to as "MichCon"), and _____

having its principal office at _____

(hereinafter referred to as "Customer");

WITNESSETH:

WHEREAS, Customer is located within the service area of MichCon; and

WHEREAS, Customer desires to have MichCon transport certain volumes of gas to Customer's facilities under Transportation Rate Schedule No. _____; and

WHEREAS, MichCon is willing to provide such transportation service to Customer;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants hereinafter set forth, the parties agree as follows:

1. TRANSPORTATION

- a. Customer shall cause to be delivered to MichCon at the Point(s) of Receipt, and MichCon shall transport from the Point(s) of Receipt to the Point(s) of Delivery, the Customer's full requirements of natural gas estimated to be

MKTG/GAS.T-1
01/04/94

1

(Continued on Sheet No. F-67.00)

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



(Continued From Sheet No. F-66.00)

ATTACHMENT A

GENERAL TERMS AND CONDITIONS

A-1. DEFINITIONS

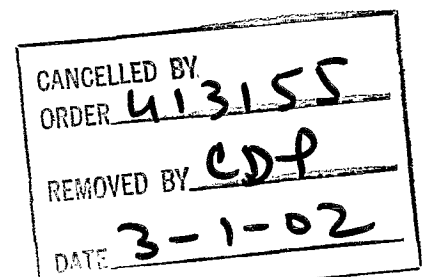
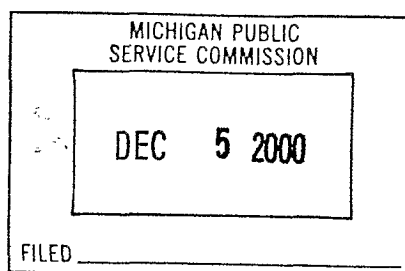
- a) The "Annual Contract Quantity" or "ACQ" identified in this Agreement will be used for those purposes specified in MichCon's Tariff. At any time during the term of this Agreement, the ACQ may be adjusted by MichCon for known or expected changes to Customer's full requirements of natural gas.
- b)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

A-2. TRANSPORTATION SERVICE

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

ST-1
Attachment A - 10/18/00
Page 1 of 7

(Continued on Sheet No. F-68.00)



(Continued From Sheet No. F-66.00)

ATTACHMENT A

GENERAL TERMS AND CONDITIONS

A-1. DEFINITIONS

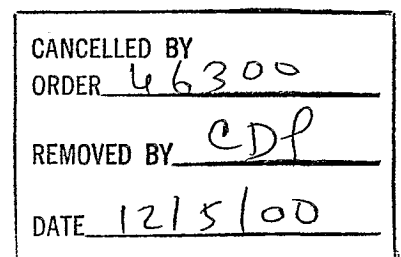
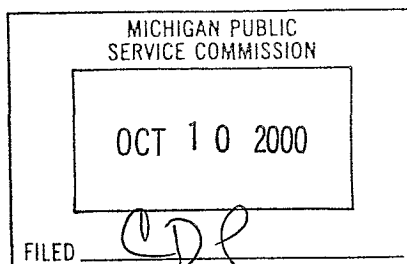
- a) The "Annual Contract Quantity" or "ACQ" identified in this Agreement will be used for those purposes specified in MichCon's Tariff. At any time during the term of this Agreement, the ACQ may be adjusted by MichCon for known or expected changes to Customer's full requirements of natural gas.
- b)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

A-2. TRANSPORTATION SERVICE

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

ST-1
Attachment A - 8/13/99
Page 1 of 7

(Continued on Sheet No. F-68.00)



(Continued From Sheet No. F-66.00)

_____ Mcf per Contract Year (Annual Contract Quantity), at a rate of up to _____ Mcf per day (Maximum Daily Rate). The term "Contract Year" shall mean the first twelve-month period during the term of this Agreement, and each consecutive twelve-month period thereafter. Customer and MichCon may agree in writing at any time to a change in the Annual Contract Quantity or the Maximum Daily Rate. In addition, prior to the commencement of the second and each succeeding contract year, the Annual Contract Quantity will be reviewed and, based upon the Customer's past 12 month usage, adjusted as necessary, unless the Customer and MichCon agree otherwise.

b. The Point(s) of Receipt shall be those interconnection(s) between the facilities of MichCon and third parties that deliver gas to MichCon, for the account of Customer, that are agreed upon from time to time by MichCon and Customer in the format set out in Attachment A.

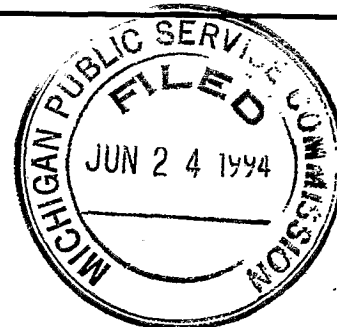
c. The Point(s) of Delivery shall be the interconnection(s) of the facilities of MichCon and those of Customer located at _____

2. TRANSPORTATION RATE SCHEDULE

All transportation under this Agreement shall be done under the terms and conditions set forth in MichCon's Transportation Rate Schedule No. _____, attached hereto as Attachment B.

(Continued on Sheet No. F-68.00)

CANCELLED BY	
ORDER	U 6300
REMOVED BY	CDP
DATE	10-11-00



(Continued From Sheet No. F-67.00)

A-3. RECEIPT POINTS

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

A-4. MEASUREMENT

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

A-5. QUALITY

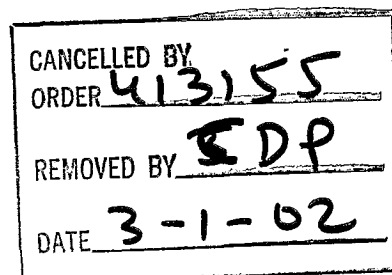
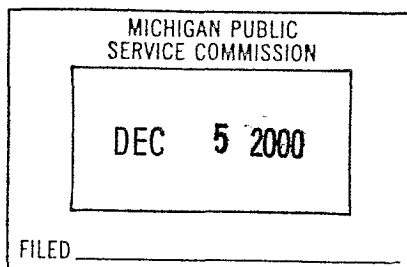
- a) All gas delivered by Customer at the Receipt Point(s) or redelivered by MichCon at the Delivery Point(s) shall be pipeline quality gas.
- b) If the gas delivered by Customer at any Receipt Points or by MichCon at any Delivery Points fails at any time to be pipeline quality gas, then MichCon or Customer,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

A-6. POSSESSION AND LIABILITY

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

ST-1
Attachment A - 10/18/00
Page 2 of 7

(Continued on Sheet No. F-69.00)



(Continued From Sheet No. F-67.00)

A-3. RECEIPT POINTS

<u>Facility Name</u>	<u>Interconnecting Company</u>	<u>Receipt Point MDQ (Mcf/day)</u>
Willow	ANR Pipeline	Up to contract MDQ at an individual Receipt Point and not to exceed Customer's MDQ in total for all Receipt Points.
Northville	Consumers Energy	
Belle River	Great Lakes	
Union	St. Clair Pipeline Co. (Union Gas)	
Rouge	Panhandle Eastern (PEPL)	
Woolfolk	ANR Pipeline	
Shell Kalkaska	Antrim Pipeline, Shell Plant Outlet	

A-4. MEASUREMENT

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

A-5. QUALITY

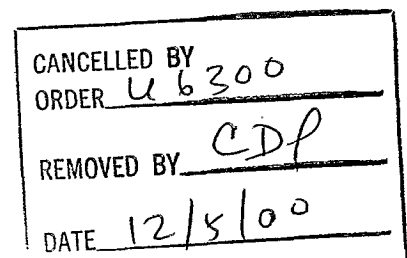
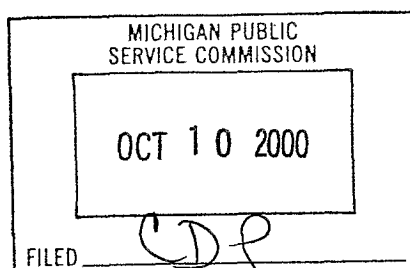
- a) All gas delivered by Customer at the Receipt Point(s) or redelivered by MichCon at the Delivery Point(s) shall be pipeline quality gas.
- b) If the gas delivered by Customer at any Receipt Points or by MichCon at any Delivery Points fails at any time to be pipeline quality gas, then MichCon or Customer,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

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ST-1
Attachment A - 8/13/99
Page 2 of 7

(Continued on Sheet No. F-69.00)



(Continued From Sheet No. F-67.00)

3. TERM OF AGREEMENT

- a. The initial term of this Agreement shall be a period of _____ year(s) commencing on _____. Thereafter, the term of this Agreement shall be automatically extended for successive periods of one year, unless and until terminated pursuant to Section 3(b).
- b. This Agreement may be terminated by either party at the end of the initial term or at the end of any succeeding one year term by either party giving 30 days prior written notice to the other party, or as otherwise agreed to by the parties.

4. REGULATION

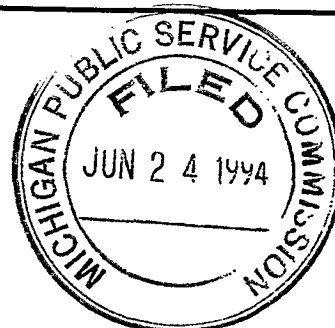
- a. This Agreement and the respective obligations of the parties hereunder are subject to all laws, orders, rules and regulations of duly constituted authorities having jurisdiction.
- b. This Agreement and the respective obligations of the parties hereunder are subject to MichCon's Rules, Regulations and Rate Schedules for Gas Service as filed with and approved by the Michigan Public Service Commission ("MPSC") from time to time. This Agreement is also subject to all applicable federal, state and local taxes or surcharges.

5. POSSESSION AND LIABILITY

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

(Continued on Sheet No. F-69.00)

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



(Continued From Sheet No. F-68.00)

caused thereby after it is delivered by Customer, or for Customer's account, at the Receipt Point(s) and before it is delivered by MichCon at the Delivery Point(s).

A-7. WARRANTY

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

A-8. TAXES

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

A-9. BILLING AND PAYMENT

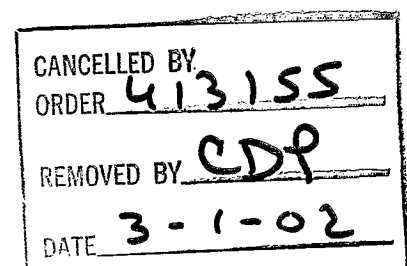
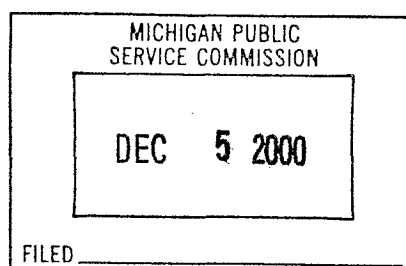
- a) On or about the twentieth day of each calendar month, MichCon shall render a statement to Customer for the total quantity of gas transported during the preceding billing month. Customer will pay MichCon on or before the due date, the amount billed in that statement. All such payments shall be made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

ST-1

Attachment A - 10/18/00

Page 3 of 7

(Continued on Sheet No. F-70.00)



(Continued From Sheet No. F-68.00)

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

A-7. WARRANTY

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

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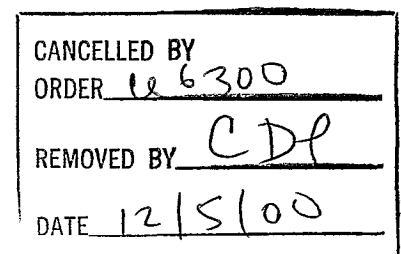
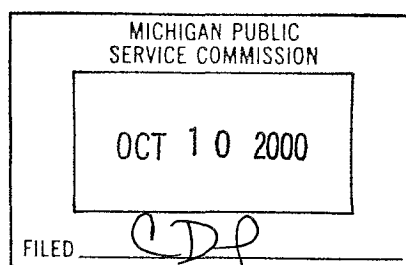
- a) On or about the twentieth day of each calendar month, MichCon shall render a statement to Customer for the total quantity of gas transported during the preceding calendar month. Customer will pay MichCon on or before the due date, the amount billed in that statement. All such payments shall be made in the form of immediately available funds directed to a bank account designated by MichCon on its invoice.
- b) The statements rendered pursuant to this Agreement will be denominated in U.S. Dollars (\$U.S.). All payments must be made in \$U.S.
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ST-1

Attachment A - 8/13/99

Page 3 of 7

(Continued on Sheet No. F-70.00)



(Continued From Sheet No. F-68.00)

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

6. WARRANTY OF TITLE TO GAS

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

7. NOTICES

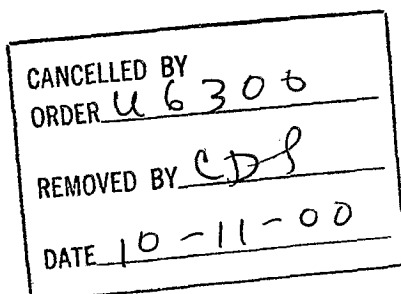
All communications related to this Agreement shall be to the persons listed below or to such other persons as the parties may specify in writing:

CUSTOMER _____ (Name, title

_____ & address)
FAX # _____

MICHCON H. L. Dow, III, Vice President
Marketing and Regulatory Affairs
500 Griswold Street, Detroit, Michigan 48226
FAX # (313) 256-6251

(Continued on Sheet No. F-70.00)



(Continued From Sheet No. F-69.00)

statement, charge or computation made under or pursuant to any provisions of this Agreement.

- d) Should Customer fail to pay any undisputed amount of any statement rendered by MichCon as herein provided when such amount is due, a late payment charge as provided in MichCon's Tariffs will be added to the statement.
- e) If Customer finds at any time within twelve (12) months after the date of any statement rendered by MichCon that it has been overcharged in the amount billed in such statement, and if the overcharge has been paid, and Customer makes a claim therefor within 60 days from the date of discovery thereof, the overcharge, if verified, must be refunded within 30 days. If MichCon finds at any time within twelve months after the date of any statement rendered by it that there has been an undercharge in the amount billed in such statement, it may submit a statement for the undercharge, and Customer, upon verifying the same, shall pay such amount within 30 days.

A-10. CREDITWORTHINESS

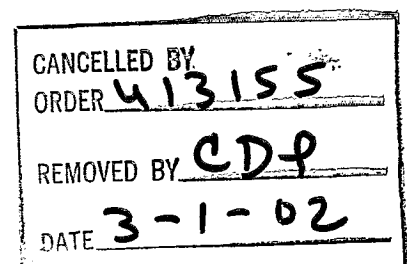
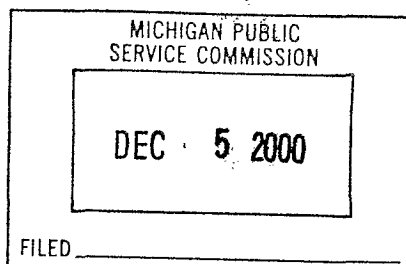
- a) Upon execution of this Agreement, or at anytime during the term hereof, if MichCon feels insecure with regard to Customer's ability to meet its payment obligations, either because of Customer's failure to meet MichCon's criteria for creditworthiness, failure to pay any statement rendered by MichCon,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

A-11. FORCE MAJEURE

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

ST-1
Attachment A - 10/18/00
Page 4 of 7

(Continued on Sheet No. F-71.00)



(Continued From Sheet No. F-69.00)

statement, charge or computation made under or pursuant to any provisions of this Agreement.

- d) Should Customer fail to pay any undisputed amount of any statement rendered by MichCon as herein provided when such amount is due, a late payment charge as provided in MichCon's Tariffs will be added to the statement.
- e) If Customer finds at any time within twelve (12) months after the date of any statement rendered by MichCon that it has been overcharged in the amount billed in such statement, and if the overcharge has been paid, and Customer makes a claim therefor within 60 days from the date of discovery thereof, the overcharge, if verified, must be refunded within 30 days. If MichCon finds at any time within twelve months after the date of any statement rendered by it that there has been an undercharge in the amount billed in such statement, it may submit a statement for the undercharge, and Customer, upon verifying the same, shall pay such amount within 30 days.

A-10. CREDITWORTHINESS

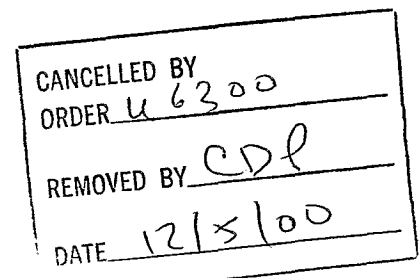
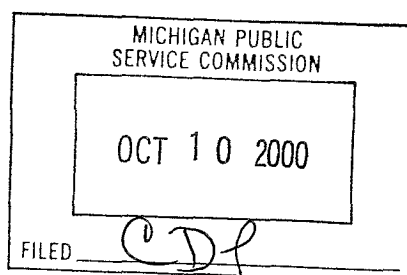
- a) Upon execution of this Agreement, or at anytime during the term hereof, if MichCon feels insecure with regard to Customer's ability to meet its payment obligations, either because of Customer's failure to meet MichCon's criteria for creditworthiness, failure to pay any statement rendered by MichCon,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

A-11. FORCE MAJEURE

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

ST-1
Attachment A - 8/13/99
Page 4 of 7

(Continued on Sheet No. F-71.00)



(Continued From Sheet No. F-69.00)

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

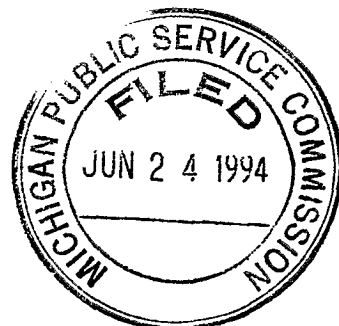
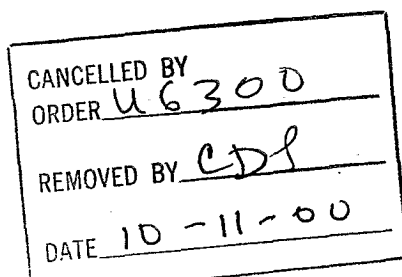
8. NON-WAIVER OF FUTURE DEFAULTS

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

9. DISPUTES AND GOVERNING LAW

This Agreement shall be governed by the law of the state of Michigan. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, not settled by the management of the parties, shall be submitted to the jurisdiction of the MPSC. Any controversy or claim outside the jurisdiction of the MPSC, shall be brought in either a state or federal court located within the state of Michigan, and each party, for the purposes of any such litigation, hereby submits to the exclusive jurisdiction and venue of that court. The prevailing party in any proceeding brought before the MPSC or a state or federal court shall be entitled to recover from the other party all costs and expenses, including but not limited to, reasonable attorney fees (including charges for in-house counsel), incurred by the prevailing party in such proceedings.

(Continued on Sheet No. F-71.00)



(Continued From Sheet No. F-70.00)

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 freezings, the binding order of any court or governmental authority which has been resisted in good faith by all reasonable legal means, or any other cause, whether of the kind herein enumerated, or otherwise, and whether caused or occasioned by or happening on the account of the act or omission of one of the parties hereto or some person or concern not a party hereto, not within the control of the party claiming suspension and which by the exercise of due diligence such party is unable to prevent or overcome. A failure to settle or prevent any strike or other controversy with employees or with anyone purporting or seeking to represent employees shall not be considered to be a matter within control of the party claiming suspension.

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

A-12. REGULATION

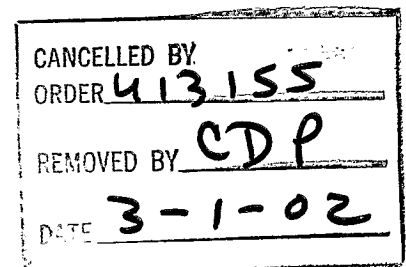
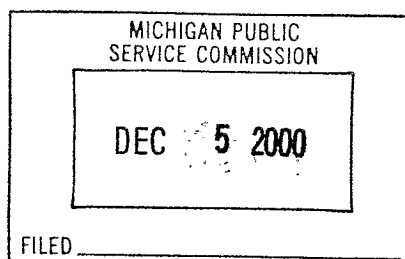
- a) This Agreement and the respective obligations of the parties hereunder are subject to all laws, orders, rules and regulations of duly constituted authorities having jurisdiction. This Agreement is also subject to all applicable federal, state and local taxes or surcharges.

A-13. DISPUTES AND GOVERNING LAW

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

ST-1
Attachment A - 10/18/00
Page 5 of 7

(Continued on Sheet No. F-72.00)



(Continued From Sheet No. F-70.00)

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

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

A-12. REGULATION

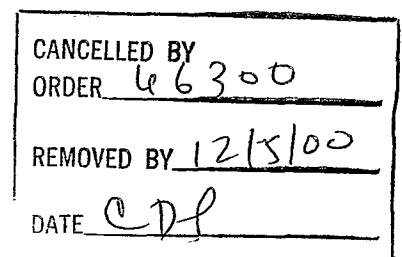
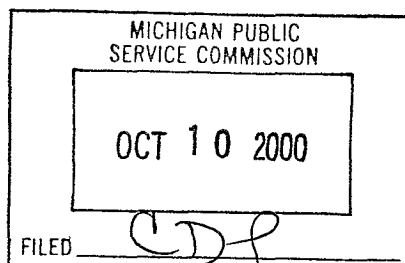
- a) This Agreement and the respective obligations of the parties hereunder are subject to all laws, orders, rules and regulations of duly constituted authorities having jurisdiction. This Agreement is also subject to all applicable federal, state and local taxes or surcharges.

A-13. DISPUTES AND GOVERNING LAW

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

ST-1
Attachment A - 8/13/99
Page 5 of 7

(Continued on Sheet No. F-72.00)



(Continued From Sheet No. F-70.00)

10. CONTRACT DOCUMENTS

This Agreement includes all receipt point agreements in the format set out in Attachment A, the applicable provisions of MichCon's Rules, Regulations and Rate Schedules for Gas Service, and the following attachment:

ATTACHMENT B -- Transportation Rate Schedule Nos. ST-1, LT-1, ST-2 and LT-2, Rule B3 (Controlled Service Program), Rule B4 (Curtailment of Gas Service for Gas supply Deficiency), Rule D3.1 (Curtailment of Gas Service for Emergency), and Rule B2.7 (Modification by Agents)

This Agreement constitutes the entire agreement between MichCon and Customer concerning the subject matter hereof, and supersedes all prior negotiations, representations and correspondence. No modification, alteration, amendment or construction of this Agreement shall be binding upon the parties unless in writing signed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their proper officers or representatives duly authorized in that behalf, as of the day and year first above written.

MICHIGAN CONSOLIDATED GAS COMPANY

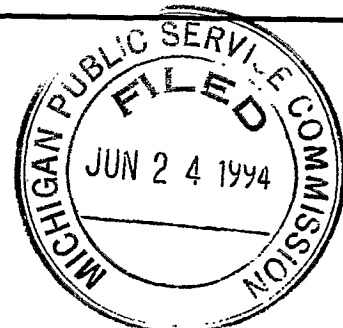
By: _____
H. L. Dow III
Vice President

By: _____
(Signature)

Name: _____

Title: _____

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



(Continued From Sheet No. F-71.00)

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

A-14 LIMITATION

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

A-15. NON-WAIVER OF FUTURE DEFAULTS

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

A-16. ASSIGNMENT

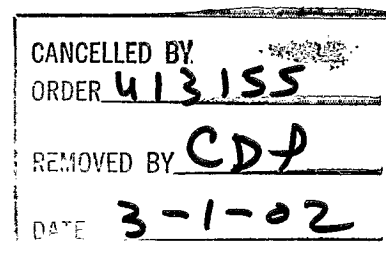
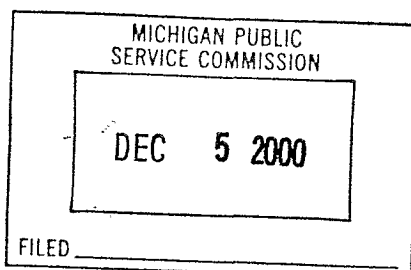
- a) Customer may not assign this Agreement or any of its rights or obligations arising under this Agreement without the prior written consent of MichCon.

A-17 NOTICE

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

ST-1
Attachment A - 10/18/00
Page 6 of 7

(Continued on Sheet No. F-73.00)



(Continued From Sheet No. F-71.00)

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

A-14 LIMITATION

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

A-15. NON-WAIVER OF FUTURE DEFAULTS

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

A-16. ASSIGNMENT

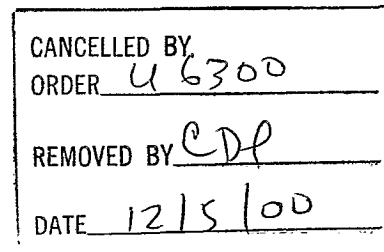
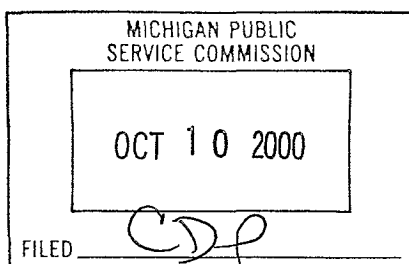
- a) Customer may not assign this Agreement or any of its rights or obligations arising under this Agreement without the prior written consent of MichCon.

A-17 NOTICE

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

ST-1
Attachment A - 8/13/99
Page 6 of 7

(Continued on Sheet No. F-73.00)



(Continued From Sheet No. F-71.00)

ATTACHMENT A

Pursuant to Section 1(b) of the Gas Transportation Agreement dated
_____ between Michigan Consolidated Gas Company ("MichCon") and

_____ ("Customer") the parties hereby agree to the following Point(s) of Receipt:

Accepted and agreed to this

_____ day of _____, 19__

MICHIGAN CONSOLIDATED GAS CO

By: _____

Carl J. Croskey
Senior Vice President

Accepted and agreed to this

_____ day of _____, 19__

By: _____

(Signature)

Name: _____

Title: _____

(Continued on Sheet No. F-73.00)

CANCELLED BY
ORDER U 6300

REMOVED BY [Signature]

DATE 10-11-00



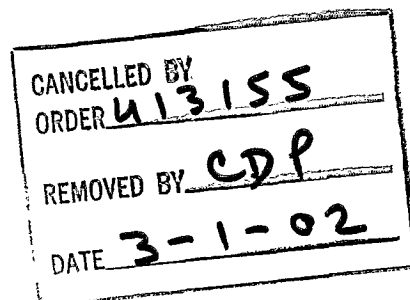
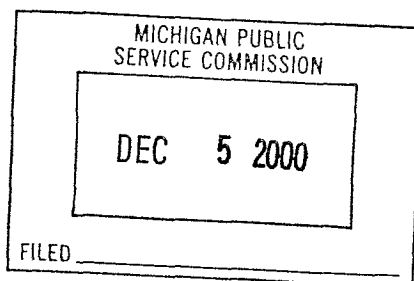
(Continued From Sheet No. F-72.00)

A-18. ENTIRETY

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

[END OF ATTACHMENT A]

ST-1
Attachment A - 10/18/00
Page 7 of 7



(Continued From Sheet No. F-72.00)

A-18. ENTIRETY

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

[END OF ATTACHMENT A]

ST-1
Attachment A - 8/13/99
Page 7 of 7

MICHIGAN PUBLIC SERVICE COMMISSION
OCT 10 2000
FILED <u>CDP</u>

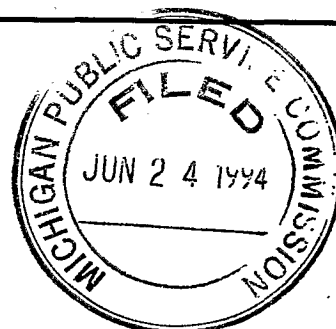
CANCELLED BY ORDER <u>46300</u>
REMOVED BY <u>CDP</u>
DATE <u>12/8/00</u>

(Continued From Sheet No. F-72.00)

ATTACHMENT B (PAGES 1 - 32) TO BE INSERTED AT THIS POINT

(CUSTOMER TO RECEIVE A COMPLETE SET)

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





Contract Type: LT-1
Contract No. _____

GAS TRANSPORTATION AGREEMENT

MichCon: Michigan Consolidated Gas Company

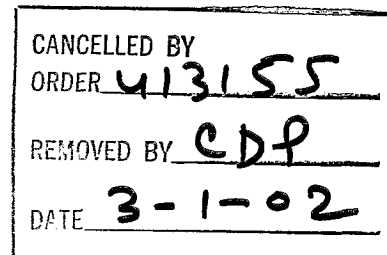
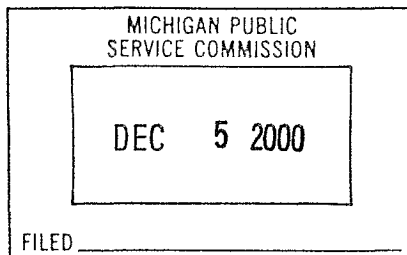
Customer:

Address: 500 Griswold Street Detroit, Michigan 48226		Address:	
Notices: Vice President, Marketing, Sales, and Regulatory Affairs 500 Griswold Street Detroit, Michigan 48226 Phone: (313) 256-5943 Fax: (313) 256-5825		Notices:	
		Phone:	
		Fax:	
1. All transportation services will be provided under the terms and conditions set forth herein and in MichCon's Tariff and the General Terms and Conditions, Attachment A.			
2. This Agreement is effective _____ and terminates on _____. a. Thereafter, the term of this Agreement shall be automatically extended for successive periods of one year, unless and until terminated pursuant of Section 2(b). b. This Agreement may be terminated by either party at the end of the initial term or the end of any succeeding one year term by either party giving 30 days prior written notice to the other party, or as otherwise agreed in writing by the parties.			
3. ACQ and MDQ Customer's ACQ is _____ Mcf. Customer's MDQ is _____ Mcf.			
4. DELIVERY POINT(s) Customer's Facility located at:			
5. TRANSPORTATION RATE Each month Customer shall pay MichCon the following: Monthly Customer Charge: The charge set forth under MichCon's Transportation Rate Schedule LT-1. <i>plus</i> Transportation Charge: For all gas consumed at Customer's Facility, the transportation charge is the charge set forth in MichCon's Transportation Rate Schedule No. LT-1. <i>plus</i> Fuel: Gas In Kind set forth under MichCon's Transportation Rate Schedule Tariff.			
This Agreement is made as of the _____ day of _____, 200__.	MichCon:	By: _____	Title: Harold Gardner, Vice President, Marketing, Sales, and Regulatory Affairs
	Customer:	By: _____	Name: _____
		Title: _____	

10/18/00

«Draft_Date»

(Continued on Sheet No. F-75.00)





Contract Type: LT-1
Contract No. _____

GAS TRANSPORTATION AGREEMENT

MichCon: Michigan Consolidated Gas Company

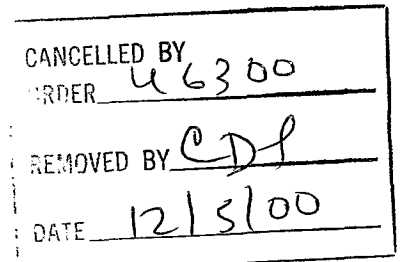
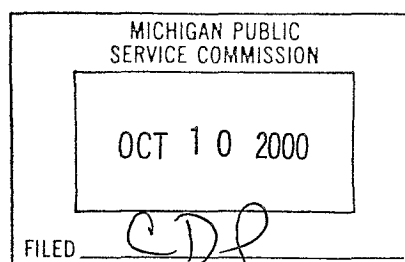
Customer:

Address: 500 Griswold Street Detroit, Michigan 48226	Address:
Notices: Vice President, Marketing, Sales, and Regulatory Affairs 500 Griswold Street Detroit, Michigan 48226 Phone: (313) 256-5943 Fax: (313) 256-5825	Notices:
Phone:	
Fax:	
1. All transportation services will be provided under the terms and conditions set forth herein and in MichCon's Tariff and the General Terms and Conditions, Attachment A.	
2. This Agreement is effective _____ and terminates on _____.	
3. ACQ and MDQ	
Customer's ACQ is _____ Mcf. Customer's MDQ is _____ Mcf.	
4. DELIVERY POINT(s) Customer's Facility located at:	
5. TRANSPORTATION RATE	
Each month Customer shall pay MichCon the following:	
Monthly Customer Charge: The charge set forth under MichCon's Transportation Rate Schedule LT-1.	
plus	
Transportation Charge For all gas consumed at Customer's Facility, the transportation charge is the charge set forth MichCon's Transportation Rate Schedule No. LT-1.	
plus	
Fuel: 0.9% gas in kind	
This Agreement is made as of the _____ day of _____, 199__.	MichCon:
	By: _____ Title: Harold Gardner, Vice President, Marketing, Sales, and Regulatory Affairs
	Customer:
	By: _____ Name: _____ Title: _____

8/13/99

08/16/99

(Continued on Sheet No. F-75.00)



GAS TRANSPORTATION AGREEMENT

This AGREEMENT ("Agreement"), made as of the _____ day of _____, 199____, by and between MICHIGAN CONSOLIDATED GAS COMPANY, a Michigan corporation having its principal office at 500 Griswold Street, Detroit, Michigan 48226 (hereinafter referred to as "MichCon"), and _____

having its principal office at _____

(hereinafter referred to as "Customer");

WITNESSETH:

WHEREAS, Customer is located within the service area of MichCon; and

WHEREAS, Customer desires to have MichCon transport certain volumes of gas to Customer's facilities under Transportation Rate Schedule No. _____; and

WHEREAS, MichCon is willing to provide such transportation service to Customer;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants hereinafter set forth, the parties agree as follows:

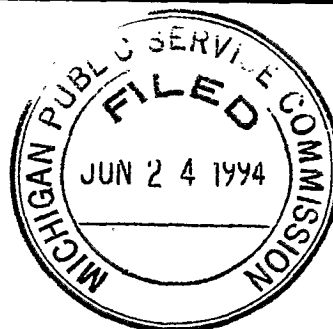
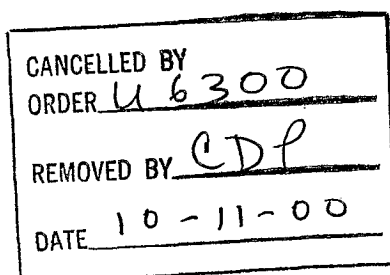
1. TRANSPORTATION

- a. Customer shall cause to be delivered to MichCon at the Point(s) of Receipt, and MichCon shall transport from the Point(s) of Receipt to the Point(s) of Delivery, the Customer's full requirements of natural gas estimated to be

MKTG\GAS.T-2
01/04/94

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(Continued on Sheet No. F-75.00)



(Continued From Sheet No. F-74.00)

ATTACHMENT A

GENERAL TERMS AND CONDITIONS

A-1. DEFINITIONS

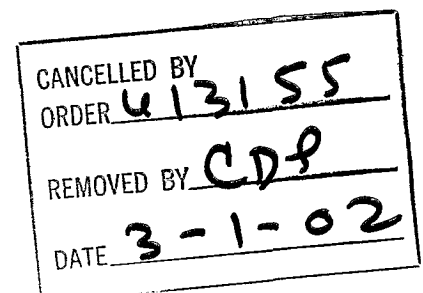
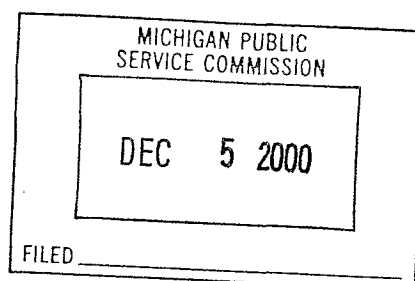
- a) The "Annual Contract Quantity" or "ACQ" identified in this Agreement will be used for those purposes specified in MichCon's Tariff. At any time during the term of this Agreement, the ACQ may be adjusted by MichCon for known or expected changes to Customer's full requirements of natural gas.
- b)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

A-2. TRANSPORTATION SERVICE

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

LT-1
Attachment A - 10/18/00
Page 1 of 7

(Continued on Sheet No. F-76.00)



(Continued From Sheet No. F-74.00)

ATTACHMENT A

GENERAL TERMS AND CONDITIONS

A-1. DEFINITIONS

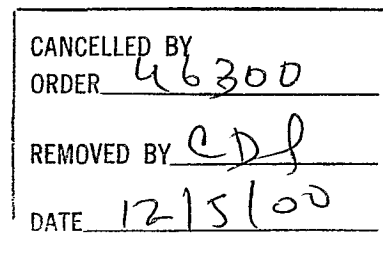
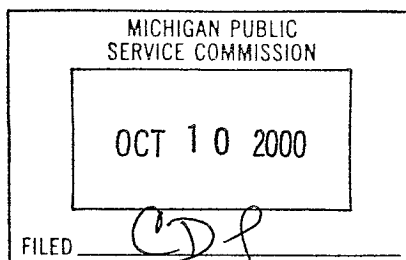
- a) The "Annual Contract Quantity" or "ACQ" identified in this Agreement will be used for those purposes specified in MichCon's Tariff. At any time during the term of this Agreement, the ACQ may be adjusted by MichCon for known or expected changes to Customer's full requirements of natural gas.
- b)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

A-2. TRANSPORTATION SERVICE

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

LT-1
Attachment A - 8/13/99
Page 1 of 7

(Continued on Sheet No. F-76.00)



(Continued From Sheet No. F-74.00)

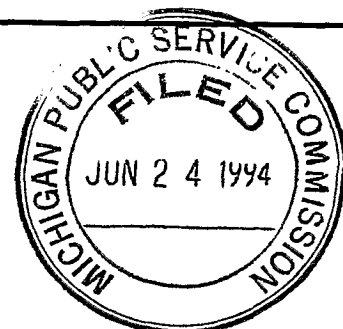
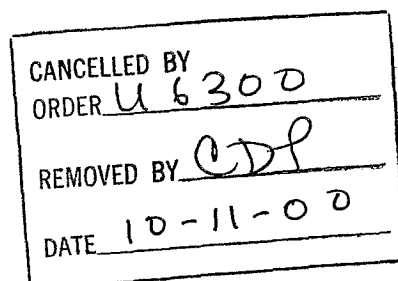
_____ Mcf per Contract Year (Annual Contract Quantity), at a rate of up to _____ Mcf per day (Maximum Daily Rate). The term "Contract Year" shall mean the first twelve-month period during the term of this Agreement, and each consecutive twelve-month period thereafter. Customer and MichCon may agree in writing at any time to a change in the Annual Contract Quantity or the Maximum Daily Rate. In addition, prior to the commencement of the second and each succeeding contract year, the Annual Contract Quantity will be reviewed and, based upon the Customer's past 12 month usage, adjusted as necessary, unless the Customer and MichCon agree otherwise.

- b. The Point(s) of Receipt shall be those interconnection(s) between the facilities of MichCon and third parties that deliver gas to MichCon, for the account of Customer, that are agreed upon from time to time by MichCon and Customer in the format set out in Attachment A.
- c. The Point(s) of Delivery shall be the interconnection(s) of the facilities of MichCon and those of Customer located at _____

_____.

2. TRANSPORTATION

- a. All transportation under this Agreement shall be done under the terms and conditions set forth in MichCon's Transportation Rate Schedule No. _____, attached hereto as Attachment B.
- b. Customer shall pay MichCon each month the following charges for the transportation service provided for under this Agreement:



(Continued From Sheet No. F-75.00)

A-3. RECEIPT POINTS

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

A-4. MEASUREMENT

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

A-5. QUALITY

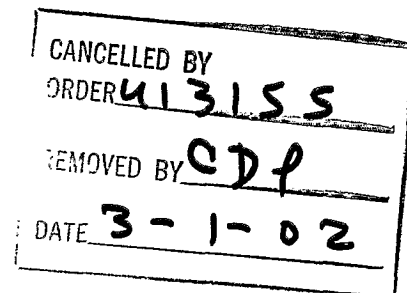
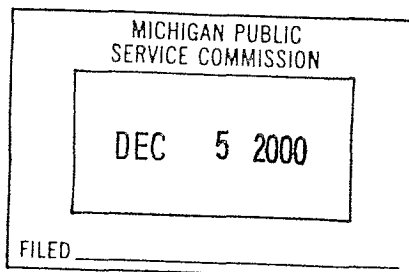
- a) All gas delivered by Customer at the Receipt Point(s) or redelivered by MichCon at the Delivery Point(s) shall be pipeline quality gas.
- b) If the gas delivered by Customer at any Receipt Points or by MichCon at any Delivery Points fails at any time to be pipeline quality gas, then MichCon or Customer,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

A-6. POSSESSION AND LIABILITY

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

LT-1
Attachment A - 10/18/00
Page 2 of 7

(Continued on Sheet No. F-77.00)



(Continued From Sheet No. F-75.00)

A-3. RECEIPT POINTS

<u>Facility Name</u>	<u>Interconnecting Company</u>	<u>Receipt Point MDQ</u> <u>(Mcf/day)</u>
Willow	ANR Pipeline	Up to contract MDQ at an individual Receipt Point and not to exceed Customer's MDQ in total for all Receipt Points.
Northville	Consumers Energy	
Belle River	Great Lakes	
Union	St. Clair Pipeline Co. (Union Gas)	
Rouge	Panhandle Eastern (PEPL)	
Woolfolk	ANR Pipeline	
Shell Kalkaska	Antrim Pipeline, Shell Plant Outlet	

A-4. MEASUREMENT

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

A-5. QUALITY

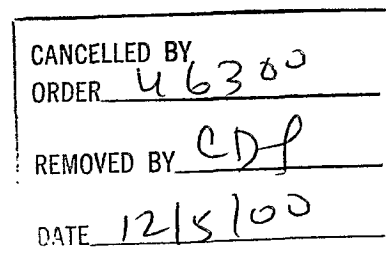
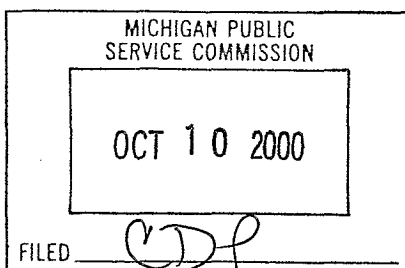
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LT-1
Attachment A - 8/13/99
Page 2 of 7

(Continued on Sheet No. F-77.00)

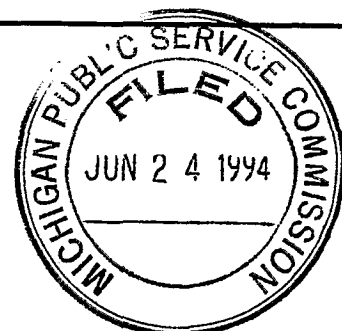
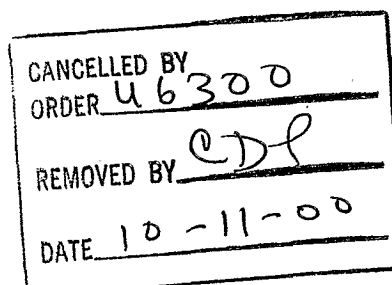


(Continued From Sheet No. F-75.00)

- (i) A Monthly Customer Charge as provided in Rate Schedule No. _____; plus
- (ii) For all volumes of gas delivered at the Point of Delivery in a given month, a transportation charge per Mcf as set out in Attachment C; plus
- (iii) A monthly charge equal to the Annual Contract Quantity multiplied by the transportation charge per Mcf and divided by twelve; less a credit equal to the transportation charge multiplied by each Mcf of gas delivered by MichCon to Customer during the month under this Agreement;

In no event shall the monthly charge be less than zero.

- c. At the end of each Contract Year, MichCon shall refund to Customer all monthly charges paid by Customer minus the transportation charge multiplied by the sum, in equivalent Mcf, of all solid, liquid or gaseous fuels (including but not limited to natural or manufactured gas or other gaseous hydrocarbon fuels or fuel oil or steam supplied by a third party or electricity used in equivalent or similar equipment) used during the Contract Year in Customer's facilities, but not delivered to Customer by MichCon. Alternate fuels used during any period of interruption or curtailment by MichCon shall not be taken into account in determining the refund.
- d. Limited usage of alternate fuels, other than the natural gas delivered hereunder, for testing purposes only, shall not be included in any calculation provided that Customer gives MichCon no less than 7 days written notice of any proposed testing.



(Continued From Sheet No. F-76.00)

caused thereby after it is delivered by Customer, or for Customer's account, at the Receipt Point(s) and before it is delivered by MichCon at the Delivery Point(s).

A-7. WARRANTY

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

A-8. TAXES

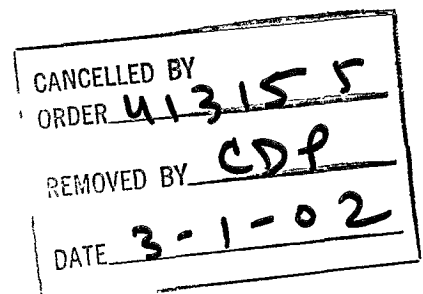
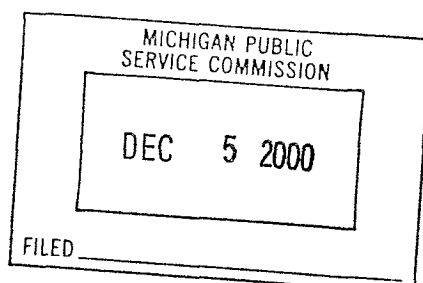
- a) Customer shall pay any assessments, surcharges, taxes and tariffs, however designated, levied, or charged resulting from this Agreement, including, without limitation, all state and local privilege or excise taxes and any amount in lieu of such taxes, tariffs and duties paid or payable by MichCon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

A-9. BILLING AND PAYMENT

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

LT-1
Attachment A - 10/18/00
Page 3 of 7

(Continued on Sheet No. F-78.00)



(Continued From Sheet No. F-76.00)

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

A-7. WARRANTY

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

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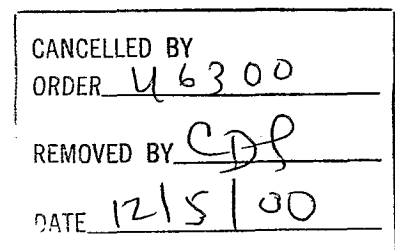
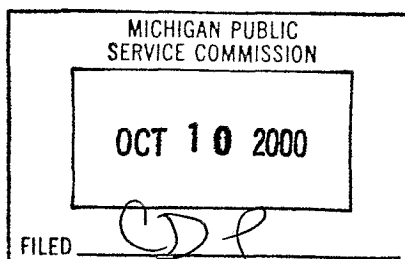
- a) Customer shall pay any assessments, surcharges, taxes and tariffs, however designated, levied, or charged resulting from this Agreement, including, without limitation, all state and local privilege or excise taxes and any amount in lieu of such taxes, tariffs and duties paid or payable by MichCon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

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

LT-1
Attachment A - 8/13/99
Page 3 of 7

(Continued on Sheet No. F-78.00)



(Continued From Sheet No. F-76.00)

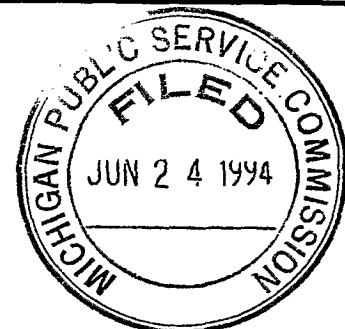
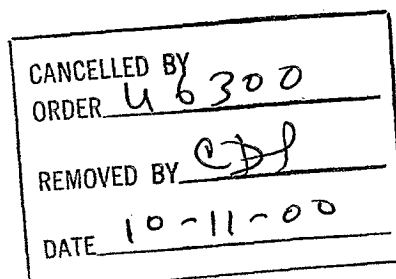
- e. The calculation of the refund shall be made and provided by Customer to MichCon within 60 days, or some other mutually agreeable period of time, after the end of the Contract Year. MichCon shall have the right to review Customer's data and the records supporting the calculation of the refund due, and Customer shall have an obligation to make such data and records available to MichCon. MichCon shall refund to Customer or credit to Customer's account, at Customer's option, the refund amount within 30 days after MichCon's determination that such refund is due.

3. TERM OF AGREEMENT

- a. The initial term of this Agreement shall be a period of _____ year(s) commencing on _____. Thereafter, the term of this Agreement shall be automatically extended for successive periods of one year, unless and until terminated pursuant to Section 3(b).
- b. This Agreement may be terminated by either party at the end of the initial term or the end of any succeeding one year term by either party giving 30 days prior written notice to the other party, or as otherwise agreed in writing by the parties.

4. REGULATION

- a. This Agreement and the respective obligations of the parties hereunder are subject to all laws, orders, rules and regulations of duly constituted authorities having jurisdiction.
- b. This Agreement and the respective obligations of the parties hereunder are subject to MichCon's Rules, Regulations and Rate Schedules for Gas Service



(Continued From Sheet No. F-77.00)

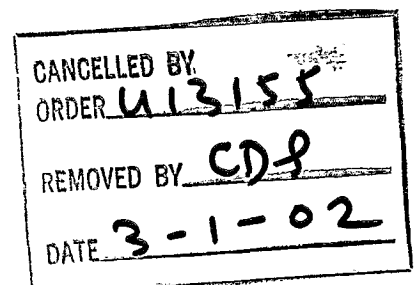
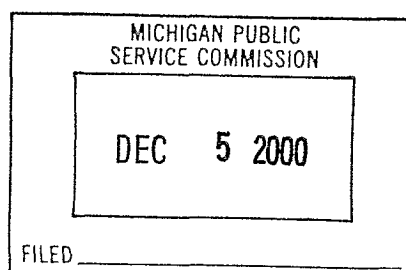
- c) Customer shall have the right at all reasonable times to examine the books, records and charts of MichCon to the extent necessary to verify the accuracy of any statement, charge or computation made under or pursuant to any provisions of this Agreement.
- d) Should Customer fail to pay any undisputed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

A-10. CREDITWORTHINESS

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

LT-1
Attachment A - 10/18/00
Page 4 of 7

(Continued on Sheet No. F-79.00)



(Continued From Sheet No. F-77.00)

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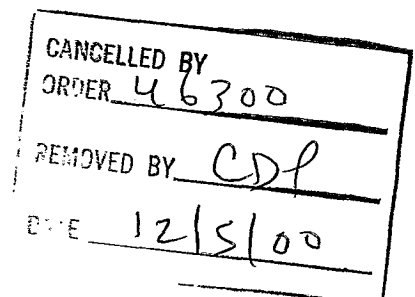
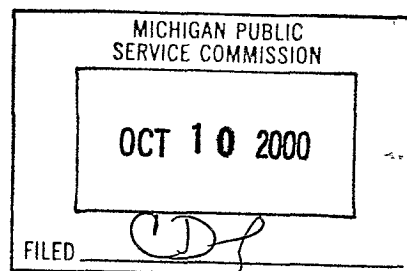
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 - i. Provide MichCon with a corporate guarantee of Customer's performance under this Agreement;
 - ii. Provide MichCon with an irrevocable stand-by letter of credit in a form, and with a bank, acceptable to MichCon;
 - iii. Pay in advance for all transportation services under this Agreement.
- b) If Customer fails to comply with any one or more of the requirements set forth above within 48 hours after receiving a request to do so from MichCon, MichCon may refuse to commence, may suspend and/or may terminate service under this Agreement.

A-11. FORCE MAJEURE

LT-1
Attachment A - 8/13/99
Page 4 of 7

(Continued on Sheet No. F-79.00)



(Continued From Sheet No. F-77.00)

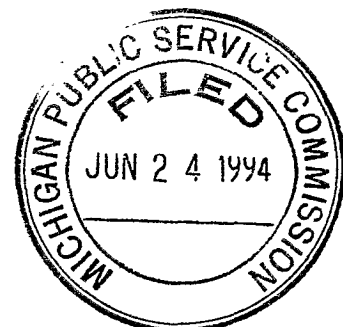
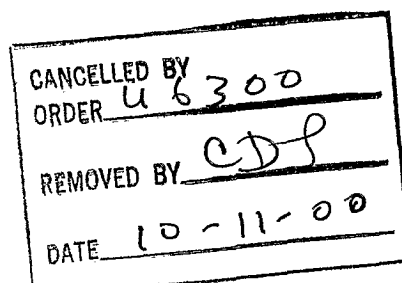
as filed with and approved by the Michigan Public Service Commission ("MPSC") from time to time. This Agreement is also subject to all applicable federal, state and local taxes or surcharges.

5. POSSESSION AND LIABILITY

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

6. WARRANTY OF TITLE TO GAS

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



(Continued From Sheet No. F-78.00)

A-11. FORCE MAJEURE

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

A-12. REGULATION

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

A-13. DISPUTES AND GOVERNING LAW

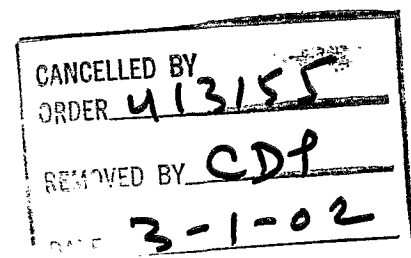
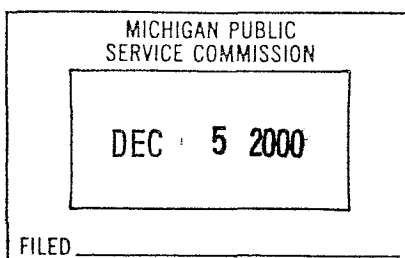
- a) This Agreement shall be governed by the law of the state of Michigan. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, not settled by the management of the parties, shall be submitted to the jurisdiction of the MPSC. Any controversy or claim outside the jurisdiction of the MPSC, shall be settled by arbitration in accordance with **this Section A-13** and the Commercial

LT-1

Attachment A - 10/18/00

Page 5 of 7

(Continued on Sheet No. F-80.00)



(Continued From Sheet No. F-78.00)

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

A-12. REGULATION

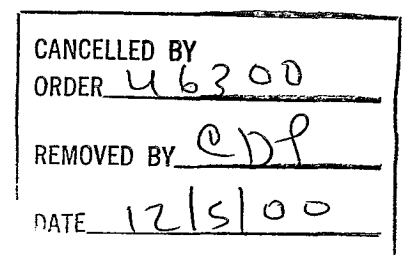
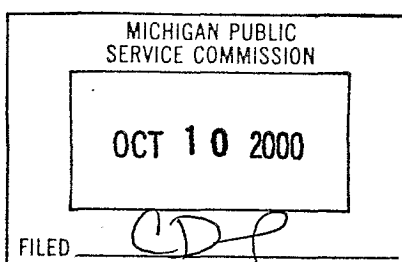
- a) This Agreement and the respective obligations of the parties hereunder are subject to all laws, orders, rules and regulations of duly constituted authorities having jurisdiction. This Agreement is also subject to all applicable federal, state and local taxes or surcharges.

A-13. DISPUTES AND GOVERNING LAW

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

LT-1
Attachment A - 8/13/99
Page 5 of 7

(Continued on Sheet No. F-80.00)



(Continued From Sheet No. F-78.00)

7. NOTICES

All communications related to this Agreement shall be to the persons listed below
or to such other persons as the parties may specify in writing:

CUSTOMER _____ (Name, title

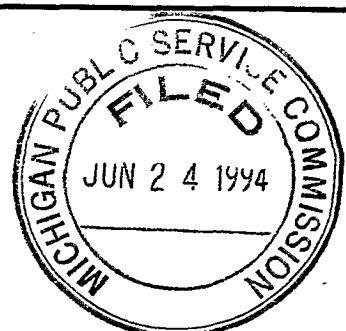
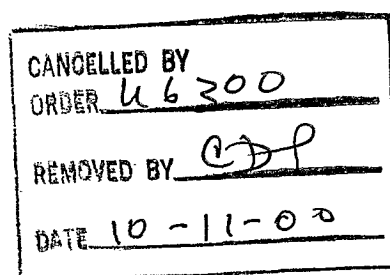
_____ & address)
FAX # _____

MICHCON H. L. Dow, III, Vice President
Marketing and Regulatory Affairs
500 Griswold Street, Detroit, Michigan 48226
FAX # (313) 256-6251

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

8. NON-WAIVER OF FUTURE DEFAULTS

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



(Continued From Sheet No. F-79.00)

Arbitration Rules of the American Arbitration Association. Judgment upon the award rendered by the arbitrator may be entered in any court located within the State of Michigan having jurisdiction thereof.

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

A-14. LIMITATION

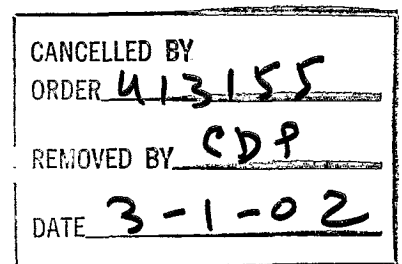
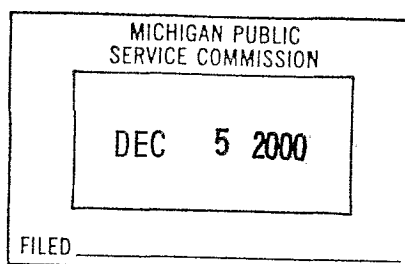
- a). Neither party shall be liable to the other party for consequential, incidental, exemplary, punitive, or indirect damages, lost profits or other business interruption damages, arising out of the performance or nonperformance of any obligation under this Agreement, by statute, in tort or contract,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

A-15. NON-WAIVER OF FUTURE DEFAULTS

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

LT-1
Attachment A - 10/18/00
Page 6 of 7

(Continued on Sheet No. F-81.00)



(Continued From Sheet No. F-79.00)

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

A-14. LIMITATION

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

A-15. NON-WAIVER OF FUTURE DEFAULTS

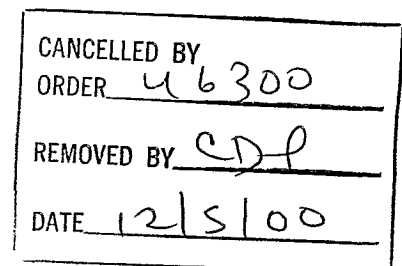
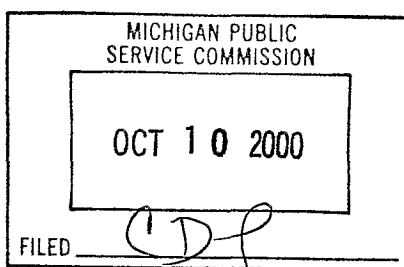
- a) No waiver by either party of any one or more defaults by the other in the performance of any provisions of this Agreement will operate or be construed as a waiver of any future default or defaults, whether of a like or of a different character.

A-16. ASSIGNMENT

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

LT-1
Attachment A - 8/13/99
Page 6 of 7

(Continued on Sheet No. F-81.00)



(Continued From Sheet No. F-79.00)

9. DISPUTES AND GOVERNING LAW

This Agreement shall be governed by the law of the state of Michigan. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, not settled by the management of the parties, shall be submitted to the jurisdiction of the MPSC. Any controversy or claim outside the jurisdiction of the MPSC, shall be settled by arbitration in accordance with Attachment D attached hereto and the Commercial Arbitration Rules of the American Arbitration Association. Judgment upon the award rendered by the arbitrator may be entered in any court located within the State of Michigan having jurisdiction thereof.

10. CONTRACT DOCUMENTS

This Agreement includes all receipt point agreements in the format set out in Attachment A, the applicable provisions of MichCon's Rules, Regulations and Rate Schedules for Gas Service, and the following attachments:

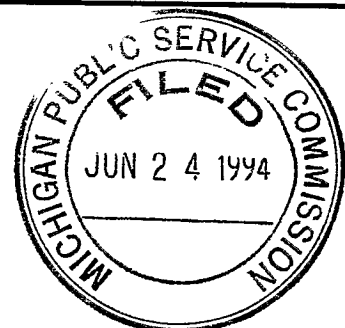
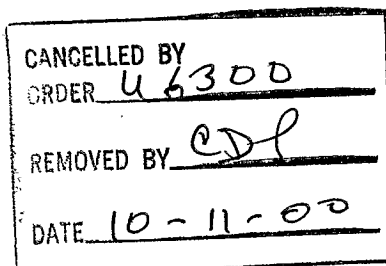
ATTACHMENT B -- Transportation Rate Schedule Nos. ST-1, LT-1, ST-2 and LT-2, Rule B3 (Controlled Service Program), Rule B4 (Curtailment of Gas Service for Gas Supply Deficiency), Rule D3.1 (Curtailment of Gas Service for Emergency), and Rule B2.7 (Modification by Agents)

ATTACHMENT C - Transportation Charge

ATTACHMENT D - Arbitration

This Agreement constitutes the entire agreement between MichCon and Customer concerning the subject matter hereof, and supersedes all prior negotiations, representations and correspondence. No modification, alteration, amendment or construction of this Agreement shall be binding upon the parties unless in writing signed by both parties hereto.

(Continued on Sheet No. F-81.00)



(Continued From Sheet No. F-80.00)

A-16. ASSIGNMENT

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

A-17. NOTICE

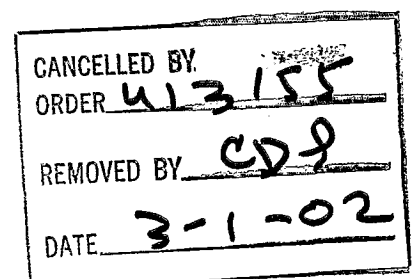
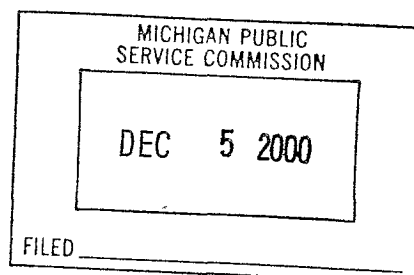
- a) Any notice, request, demand, statement or payment provided for in this Agreement shall be sent to the address indicated on page 1 of the Agreement unless directed otherwise on the statement. Either party may change its address for notices by giving written notice of the change to the other party.

A-18. ENTIRETY

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

[END OF ATTACHMENT A]

LT-1
Attachment A - 10/18/00
Page 7 of 7



(Continued From Sheet No. F-80.00)

A-17. NOTICE

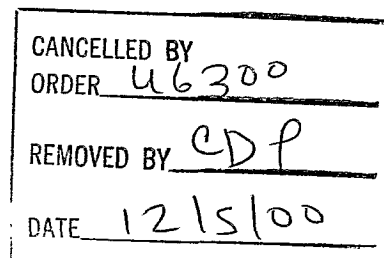
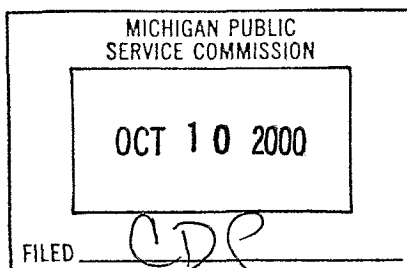
- a) Any notice, request, demand, statement or payment provided for in this Agreement shall be sent to the address indicated on page 1 of the Agreement unless directed otherwise on the statement. Either party may change its address for notices by giving written notice of the change to the other party.

A-18. ENTIRETY

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

[END OF ATTACHMENT A]

LT-1
Attachment A - 8/13/99
Page 7 of 7



(Continued From Sheet No. F-80.00)

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their proper officers or representatives duly authorized in that behalf, as of the day and year first above written.

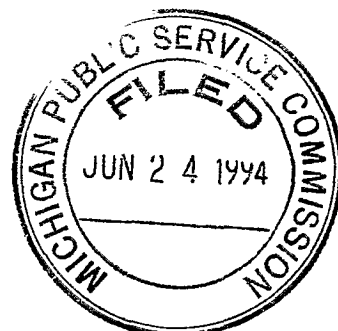
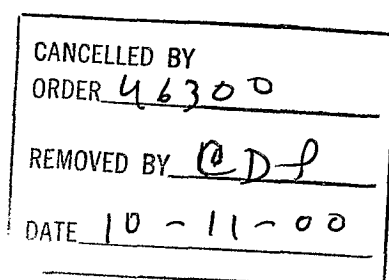
MICHIGAN CONSOLIDATED GAS COMPANY

By: _____
H. L. Dow III
Vice President

By: _____
(Signature)

Name: _____

Title: _____





Contract Type: ST-2
Contract No. _____

GAS TRANSPORTATION AGREEMENT

MichCon: Michigan Consolidated Gas Company

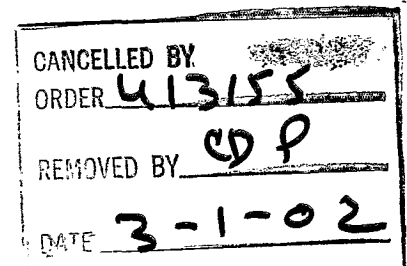
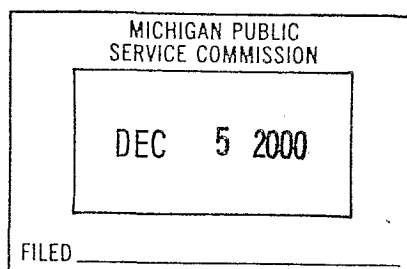
Customer:

Address: 500 Griswold Street Detroit, Michigan 48226	Address:
Notices: Vice President, Marketing, Sales and Regulatory Affairs 500 Griswold Street Detroit, Michigan 48226	Notices:
Phone: (313) 256-5943 Fax: (313) 256-5825	Phone: Fax:
1. All transportation services will be provided under the terms and conditions set forth herein and in MichCon's Tariff and the General Terms and Conditions, Attachment A.	
2. The initial term of this Agreement commences on _____ and terminates on _____. Thereafter, the term of this Agreement shall be automatically extended at maximum allowable rates for successive periods of one month until (a) terminated by either party giving the other party 30 days written notice or (b) until superseded by the execution of a new gas transportation agreement between the parties.	
3. ACQ and MDQ Customer's ACQ is _____ Mcf. Customer's MDQ is _____ Mcf.	
4. DELIVERY POINT(s) Customer's Facility located at:	

Page 1 of 2

10/23/00

(Continued on Sheet No. F-83.00)





Contract Type: ST-2
Contract No. _____

GAS TRANSPORTATION AGREEMENT

MichCon: Michigan Consolidated Gas Company

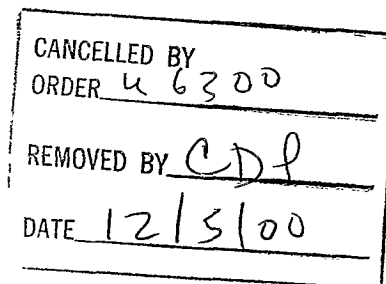
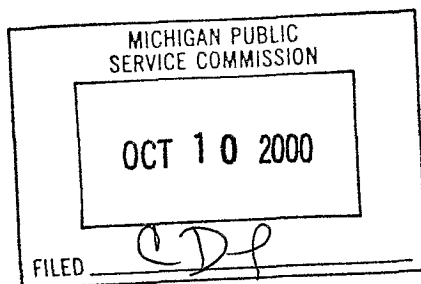
Customer: _____

Address: 500 Griswold Street Detroit, Michigan 48226	Address:
Notices: Vice President, Marketing, Sales and Regulatory Affairs 500 Griswold Street Detroit, Michigan 48226	Notices:
Phone: (313) 256-5943 Fax: (313) 256-5825	Phone: Fax:
1. All transportation services will be provided under the terms and conditions set forth herein and in MichCon's Tariff and the General Terms and Conditions, Attachment A.	
2. The initial term of this Agreement commences on _____ and terminates on _____. Thereafter, the term of this Agreement shall be automatically extended at maximum allowable rates for successive periods of one month until (a) terminated by either party giving the other party 30 days written notice or (b) until superseded by the execution of a new gas transportation agreement between the parties.	
3. ACQ and MDQ Customer's ACQ is _____ Mcf. Customer's MDQ is _____ Mcf.	
4. DELIVERY POINT(s) Customer's Facility located at: 	

Page 1 of 2

08/16/99

(Continued on Sheet No. F-83.00)



(Continued From Sheet No. F-81.00)

ATTACHMENT A

Pursuant to Section 1(b) of the Gas Transportation Agreement dated
_____ between Michigan Consolidated Gas Company ("MichCon") and

("Customer") the parties hereby agree to the following Point(s) of Receipt:

Accepted and agreed to this

_____ day of _____, 19__

MICHIGAN CONSOLIDATED GAS CO

By: _____
Carl J. Croskey
Senior Vice President

Accepted and agreed to this

_____ day of _____, 19__

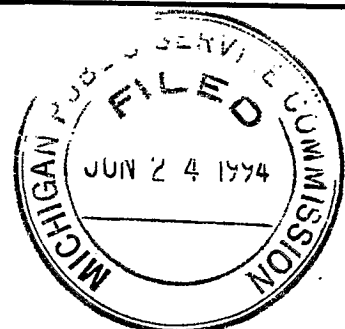
By: _____
(Signature)

Name: _____

Title: _____

(Continued on Sheet No. F-83.00)

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



(Continued From Sheet No. F-82.00)

5. TRANSPORTATION RATE [CONFIDENTIAL TERM]

Each month Customer shall pay MichCon the following:

Monthly Customer Charge:

plus

Transportation Charge:

plus

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

Alternate Fuel Charge: A monthly Alternate Fuel charge equal to the ACQ multiplied by the Transportation Charge per Mcf and divided by twelve, less a credit equal to the Transportation Charge multiplied by each Mcf of gas delivered by MichCon to customer during the month under this Agreement. In no event will the Alternate Fuel Charge accumulated during any Contract year be less than zero.

FURTHER AGREEMENT [CONFIDENTIAL TERM]-

This Agreement is made as of the ____ day of _____, 200__.	MichCon:	By: _____ Title: Harold Gardner, Vice President, Marketing, Sales and Regulatory Affairs
	Customer:	By: _____ Name: _____ Title: _____

Page 2 of 2

«Draft_Date»
«Final_Date»

(Continued on Sheet No. F-83.01)

MICHIGAN PUBLIC SERVICE COMMISSION
DEC 5 2000
FILED _____

CANCELLED BY ORDER <u>413155</u>
REMOVED BY <u>CDP</u>
DATE <u>3-1-02</u>

(Continued From Sheet No. F-82.00)

5. TRANSPORTATION RATE [CONFIDENTIAL TERM]

Each month Customer shall pay MichCon the following:

Monthly Customer Charge:

plus

Transportation Charge:

plus

Fuel: 0.9% gas in kind

Alternate Fuel Charge: A monthly Alternate Fuel charge equal to the ACQ multiplied by the Transportation Charge per Mcf and divided by twelve, less a credit equal to the Transportation Charge multiplied by each Mcf of gas delivered by MichCon to customer during the month under this Agreement. In no event will the Alternate Fuel Charge accumulated during any Contract year be less than zero.

6. FURTHER AGREEMENT [CONFIDENTIAL TERM]-NONE

This Agreement is made as of the ____ day of _____, 199__.	MichCon:	By: _____ Title: Harold Gardner, Vice President, Marketing, Sales and Regulatory Affairs
	Customer:	By: _____ Name: _____ Title: _____

Page 2 of 2

08/16/99

(Continued on Sheet No. F-83.01)

MICHIGAN PUBLIC SERVICE COMMISSION
OCT 10 2000
FILED <u>CDP</u>

CANCELLED BY	<u>46300</u>
ORDER	
REMOVED BY	<u>CDP</u>
DATE	<u>12/5/00</u>

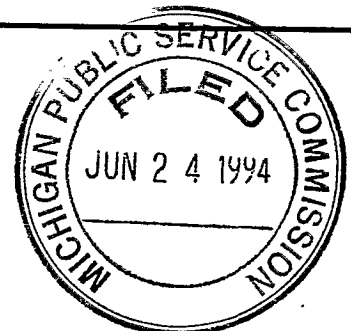
(Continued From Sheet No. F-82.00)

ATTACHMENT B (PAGES 1 - 32) TO BE INSERTED AT THIS POINT

(CUSTOMER TO RECEIVE A COMPLETE SET)

(Continued on Sheet No. F-84.00)

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



(Continued From Sheet No. F-83.00)

ATTACHMENT A

GENERAL TERMS AND CONDITIONS

A-1. DEFINITIONS

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

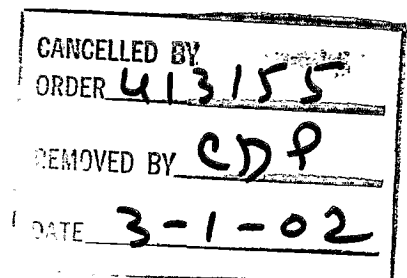
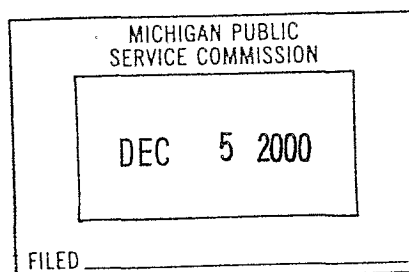
A-2. TRANSPORTATION SERVICE

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

ST-2

Attachment A - 10/18/00
Page 1 of 9

(Continued on Sheet No. F-83.02)



(Continued From Sheet No. F-83.00)

ATTACHMENT A

GENERAL TERMS AND CONDITIONS

A-1. DEFINITIONS

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

A-2. TRANSPORTATION SERVICE

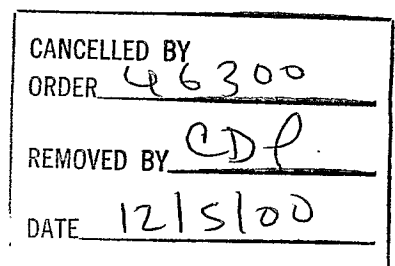
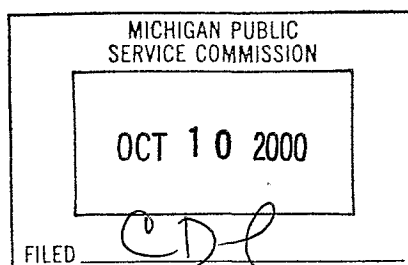
- a) Customer shall cause to be delivered to MichCon at the Receipt Point(s) and MichCon shall transport from the Receipt Point(s) to the Delivery Point(s) the Customer's full requirements of natural gas. In no way does the designation of an ACQ modify Customer's obligation under this Agreement to have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

ST-2

Attachment A - 8/13/99

Page 1 of 9

(Continued on Sheet No. F-83.02)



(Continued From Sheet No. F-83.01)

transport the full natural gas requirements for Customer's Facility.

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

A-3. ALTERNATE FUEL

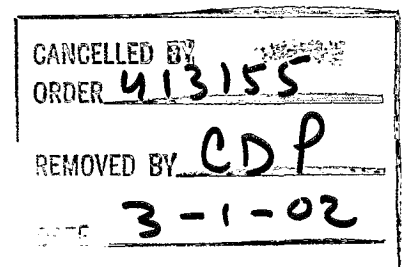
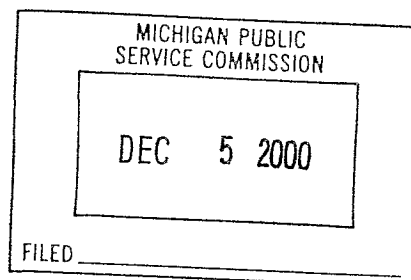
- a) At the end of each Contract Year, MichCon shall refund to Customer all monthly Alternate Fuel Charges paid by Customer minus the ST-1 Transportation Charge multiplied by the sum, in equivalent Mcf, of all solid, liquid, gaseous fuels or alternative forms of energy used during the Contract Year in Customer's Facilities, but not delivered to Customer by MichCon ("Alternate Fuels"). For illustrative purposes only and not by way of limitation, Alternate Fuels include (i) coal; (ii) natural or manufactured gas or other gaseous hydrocarbon fuels used in Customer's Facilities delivered by a third party, (iii) fuel oil; (iv) steam or (v) electricity supplied by a third party. Alternate Fuels used during any period of interruption or curtailment by MichCon will not be taken into account in determining the refund.
- b) Limited usage of Alternate Fuels, for testing purposes only, will not be included in the refund calculation if Customer gives MichCon at least 7 days written notice prior to testing.
- c) Within six months after the end of each Contract Year, Customer shall calculate the Alternate Fuel Charges refund and provide MichCon an affidavit requesting refund of the monthly Alternate Fuel Charges in a form acceptable to MichCon. Customer shall make such data and records supporting the calculation of the refund due available to MichCon for its review. MichCon shall refund to Customer or credit to Customer's account, at Customer's option, the refund amount within 30 days after MichCon's determination that such refund is due. If Customer fails to notify MichCon as provided in this Section, then Customer will be deemed to have used Alternate Fuels and no refund will be due for the previous Contract Year.

A-4. CONFIDENTIALITY

- a) Customer acknowledges that the Transportation Rate and Further Agreement, if any, are confidential and were negotiated by the parties based on the unique characteristics of Customer's Facilities and its anticipated natural gas load requirements ("Confidential Terms"). Customer may disclose the Confidential

ST-2
Attachment A - 10/18/00
Page 2 of 9

(Continued on Sheet No. F-83.03)



(Continued From Sheet No. F-83.01)

transport the full natural gas requirements for Customer's Facility.

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

A-3. ALTERNATE FUEL

- a) At the end of each Contract Year, MichCon shall refund to Customer all monthly Alternate Fuel Charges paid by Customer minus the ST-1 Transportation Charge multiplied by the sum, in equivalent Mcf, of all solid, liquid, gaseous fuels or alternative forms of energy used during the Contract Year in Customer's Facilities, but not delivered to Customer by MichCon ("Alternate Fuels"). For illustrative purposes only and not by way of limitation, Alternate Fuels include (i) coal; (ii) natural or manufactured gas or other gaseous hydrocarbon fuels used in Customer's Facilities delivered by a third party, (iii) fuel oil; (iv) steam or (v) electricity supplied by a third party. Alternate Fuels used during any period of interruption or curtailment by MichCon will not be taken into account in determining the refund.
- b) Limited usage of Alternate Fuels, for testing purposes only, will not be included in the refund calculation if Customer gives MichCon at least 7 days written notice prior to testing.
- c) Within six months after the end of each Contract Year, Customer shall calculate the Alternate Fuel Charges refund and provide MichCon an affidavit requesting refund of the monthly Alternate Fuel Charges in a form acceptable to MichCon. Customer shall make such data and records supporting the calculation of the refund due available to MichCon for its review. MichCon shall refund to Customer or credit to Customer's account, at Customer's option, the refund amount within 30 days after MichCon's determination that such refund is due. If Customer fails to notify MichCon as provided in this Section, then Customer will be deemed to have used Alternate Fuels and no refund will be due for the previous Contract Year.

A-4. CONFIDENTIALITY

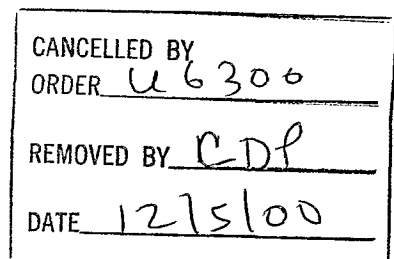
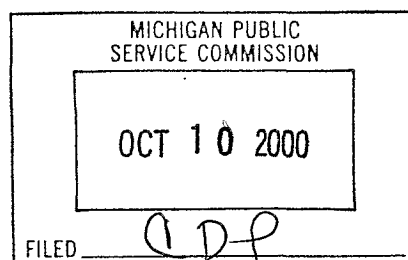
- a) Customer acknowledges that the Transportation Rate and Further Agreement, if any, are confidential and were negotiated by the parties based on the unique characteristics of Customer's Facilities and its anticipated natural gas load requirements ("Confidential Terms"). Customer may disclose the Confidential Terms (a) on a strictly "need to know" basis to employees and third party energy consultants/managers and (b) when such disclosure is required by law provided

ST-2

Attachment A - 8/13/99

Page 2 of 9

(Continued on Sheet No. F-83.03)



(Continued From Sheet No. F-83.02)

Terms (a) on a strictly "need to know" basis to employees and third party energy consultants/managers and (b) when such disclosure is required by law provided that Customer requests confidential or privileged treatment under applicable statutes, rules and regulations and provides reasonable notice to MichCon prior to such disclosure. Any unauthorized disclosure of the Confidential Terms will terminate, from the date the Confidential Terms are disclosed, any rate discounts reflected in the Transportation Charge such that for the remaining term of this Agreement Customer shall pay the maximum applicable rate for transportation.

A-5. RECEIPT POINTS

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

A-6. MEASUREMENT

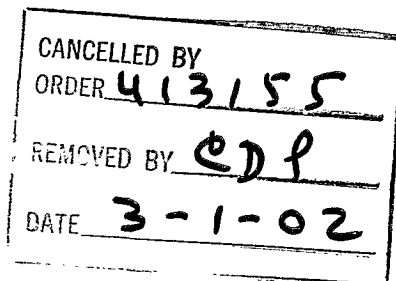
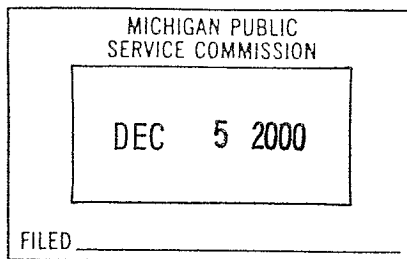
- a) All quantities of Gas received at the Receipt Point(s) by MichCon for the account of Customer shall be measured at the Receipt Point(s) by MichCon or its designee in accordance with, and shall comply with the measurement specifications contained in the Gas Measurement Committee Report #3, Natural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

A-7. QUALITY

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

ST-2
Attachment A - 10/18/00
Page 3 of 9

(Continued on Sheet No. F-83.04)



(Continued From Sheet No. F-83.02)

that Customer requests confidential or privileged treatment under applicable statutes, rules and regulations and provides reasonable notice to MichCon prior to such disclosure. Any unauthorized disclosure of the Confidential Terms will terminate, from the date the Confidential Terms are disclosed, any rate discounts reflected in the Transportation Charge such that for the remaining term of this Agreement Customer shall pay the maximum applicable rate for transportation.

A-5. RECEIPT POINTS

<u>Facility Name</u>	<u>Interconnecting Company</u>	<u>Receipt Point MDQ</u> <u>(Mcf/day)</u>
Willow	ANR Pipeline	Up to contract MDQ at an individual Receipt Point and not to exceed Customer's MDQ in total for all Receipt Points.
Northville	Consumers Energy	
Belle River	Great Lakes	
Union	St. Clair Pipeline Co. (Union Gas)	
Rouge	Panhandle Eastern (PEPL)	
Woolfolk	ANR Pipeline	
Shell Kalkaska	Antrim Pipeline, Shell Plant Outlet	

A-6. MEASUREMENT

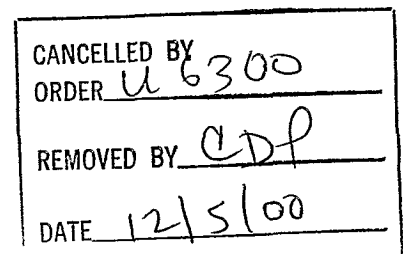
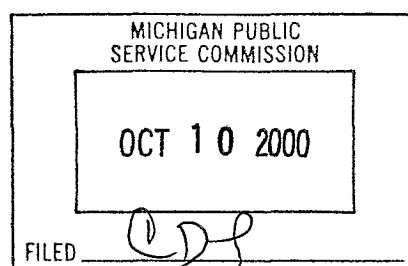
- a) All quantities of Gas received at the Receipt Point(s) by MichCon for the account of Customer shall be measured at the Receipt Point(s) by MichCon or its designee in accordance with, and shall comply with the measurement specifications contained in the Gas Measurement Committee Report #3, Natural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

A-7. QUALITY

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- b) If the gas delivered by Customer at any Receipt Points or by MichCon at any Delivery Points fails at any time to be pipeline quality gas, then MichCon or Customer, as the case may be, shall notify the other of such deficiency and thereupon may, at its option, refuse to accept delivery pending correction. Upon demonstration acceptable to MichCon or Customer, as the case may be,

ST-2
Attachment A - 8/13/99
Page 3 of 9

(Continued on Sheet No. F-83.04)



(Continued From Sheet No. F-83.03)

Upon demonstration acceptable to MichCon or Customer, as the case may be, that the gas being tendered for delivery is pipeline quality gas, MichCon or Customer, as the case may be, shall resume taking delivery of gas.

A-8. POSSESSION AND LIABILITY

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

A-9. WARRANTY

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

A-10. TAXES

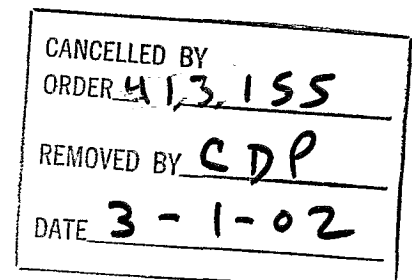
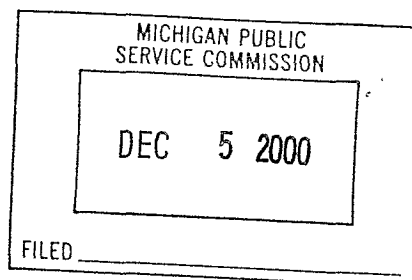
- a) Customer shall pay any taxes, tariffs, and duties however designated, levied, or charged resulting from this Agreement, including, without limitation, all state and local privilege or excise taxes and any amount in lieu of such taxes, tariffs and duties paid or payable by MichCon, exclusive however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

ST-2

Attachment A - 10/18/00

Page 4 of 9

(Continued on Sheet No. F-83.05)



(Continued From Sheet No. F-83.03)

that the gas being tendered for delivery is pipeline quality gas, MichCon or Customer, as the case may be, shall resume taking delivery of gas.

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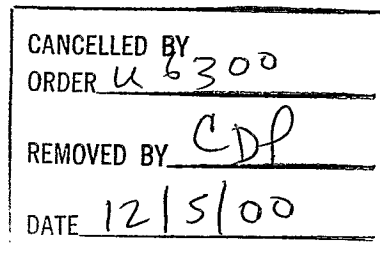
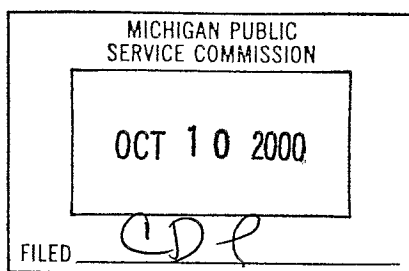
- a) Customer shall pay any taxes, tariffs, and duties however designated, levied, or charged resulting from this Agreement, including, without limitation, all state and local privilege or excise taxes and any amount in lieu of such taxes, tariffs and duties paid or payable by MichCon, exclusive however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

ST-2

Attachment A - 8/13/99

Page 4 of 9

(Continued on Sheet No. F-83.05)



(Continued From Sheet No. F-83.04)

which are collected and remitted or paid on Customer's behalf by MichCon because of Customer's failure to pay.

A-11. BILLING AND PAYMENT

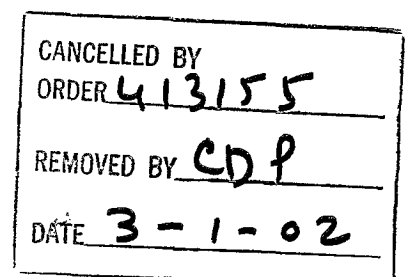
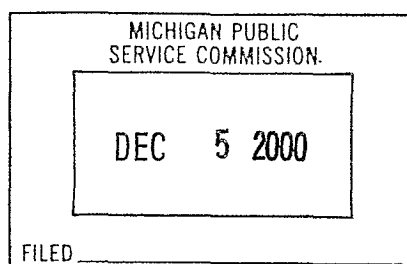
- a) On or about the twentieth day of each calendar month, MichCon shall render a statement to Customer for the total quantity of gas transported during the preceding billing month. Customer will pay MichCon, on or before the due date, the amount billed in that statement. All such payments shall be made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

A-12. CREDITWORTHINESS

- a) Upon execution of this Agreement, or at anytime during the term hereof, if MichCon feels insecure with regard to Customer's ability to meet its payment obligations, either because of Customer's failure to meet MichCon's criteria for creditworthiness, failure to pay any statement rendered by MichCon, or otherwise, MichCon may require that Customer do any one or more of the following:

ST-2
Attachment A - 10/18/00
Page 5 of 9

(Continued on Sheet No. F-83.06)



(Continued From Sheet No. F-83.04)

which are collected and remitted or paid on Customer's behalf by MichCon because of Customer's failure to pay.

A-11. BILLING AND PAYMENT

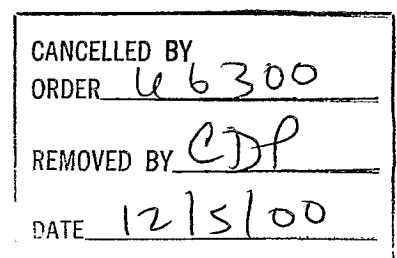
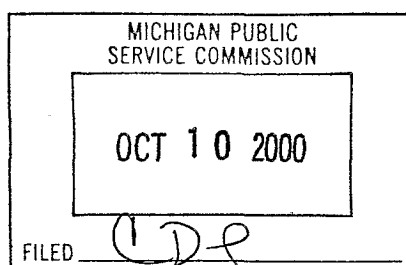
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- e) If Customer finds at any time within twelve (12) months after the date of any statement rendered by MichCon that it has been overcharged in the amount billed in such statement, and if the overcharge has been paid, and Customer makes a claim therefor within 60 days from the date of discovery thereof, the overcharge, if verified, must be refunded within 30 days. If MichCon finds at any time within twelve months after the date of any statement rendered by it that there has been an undercharge in the amount billed in such statement, it may submit a statement for the undercharge, and Customer, upon verifying the same, shall pay such amount within 30 days.

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ST-2
Attachment A - 8/13/99
Page 5 of 9

(Continued on Sheet No. F-83.06)



(Continued From Sheet No. F-83.05)

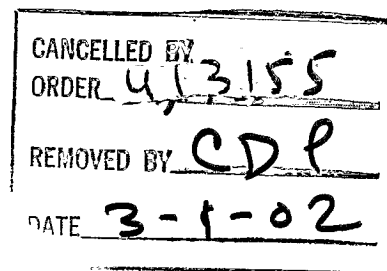
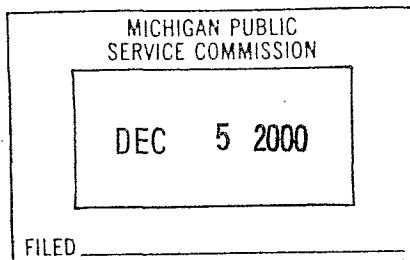
- i. Provide MichCon with a corporate guarantee of Customer's performance under this Agreement;
 - ii. Provide MichCon with an irrevocable stand-by letter of credit in a form, and with a bank, acceptable to MichCon;
 - iii. Pay in advance for all transportation services under this Agreement.
- b) If Customer fails to comply with any one or more of the requirements set forth above within 48 hours after receiving a request to do so from MichCon, MichCon may refuse to commence, may suspend and/or may terminate service under this Agreement.

A-13. FORCE MAJEURE

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

ST-2
Attachment A - 10/18/00
Page 6 of 9

(Continued on Sheet No. F-83.07)



(Continued From Sheet No. F-83.05)

- i. Provide MichCon with a corporate guarantee of Customer's performance under this Agreement;
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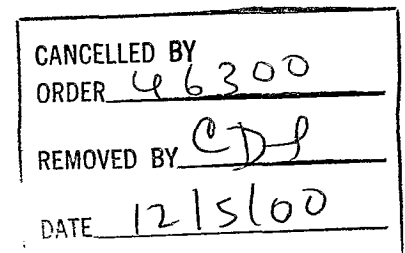
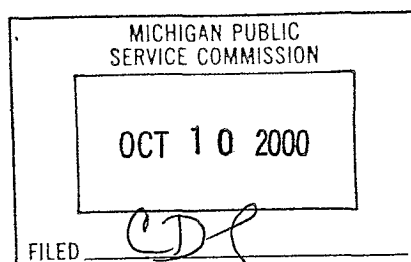
- a) Neither Customer nor MichCon shall be liable in damages, or in any other remedy, legal or equitable, to the other for any act, omission or circumstances occasioned by or in consequence of any acts of God, strikes, lockouts, acts of the public enemy, wars, sabotage, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests, and restraints of rulers and peoples, civil disturbances, explosions, breakage or accident to machinery or lines of pipe or the necessity to make repairs, tests, or alteration to machinery or lines of pipe, line freezeups, the binding order of any court or governmental authority which has been resisted in good faith by all reasonable legal means, or any other cause, whether of the kind herein enumerated, or otherwise, and whether caused or occasioned by or happening on the account of the act or omission of one of the parties hereto or some person or concern not a party hereto, not within the control of the party claiming suspension and which by the exercise of due diligence such party is unable to prevent or overcome. A failure to settle or prevent any strike or other controversy with employees or with anyone purporting or seeking to represent employees shall not be considered to be a matter within control of the party claiming suspension.
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ST-2

Attachment A - 8/13/99

Page 6 of 9

(Continued on Sheet No. F-83.07)



(Continued From Sheet No. F-83.06)

payments of amounts then due thereunder, nor shall such causes or contingencies relieve either party of liability unless such party shall give notice and full particulars of the same in writing or by telegraph to the other party as soon as possible after the occurrence relied on.

A-14. REGULATION

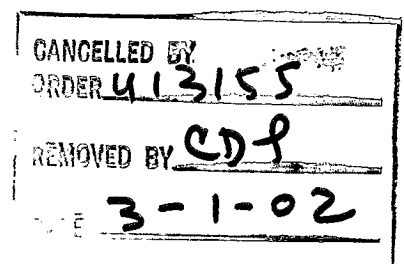
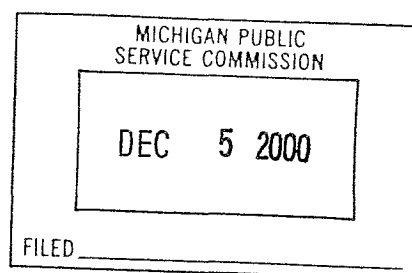
- a) This Agreement and the respective obligations of the parties hereunder are subject to all laws, orders, rules and regulations of duly constituted authorities having jurisdiction. This Agreement is also subject to all applicable federal, state and local taxes or surcharges.

A-15. DISPUTES AND GOVERNING LAW

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

ST-2
Attachment A - 10/18/00
Page 7 of 9

(Continued on Sheet No. F-83.08)



(Continued From Sheet No. F-83.06)

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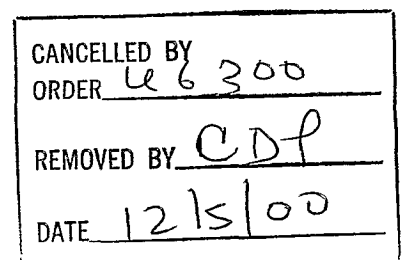
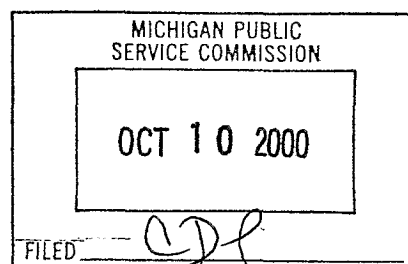
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ST-2
Attachment A - 8/13/99
Page 7 of 9

(Continued on Sheet No. F-83.08)



(Continued From Sheet No. F-83.07)

- f) In no event shall either party be required to arbitrate any dispute based on transactions or occurrences which occurred more than 24 months prior to the date of the demand for arbitration, and mailing shall not be presumed to be timely in the absence of official postal proof of the date of mailing.

A-16. LIMITATION

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

A-17. NON-WAIVER OF FUTURE DEFAULTS

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

A-18. ASSIGNMENT

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

A-19. NOTICE

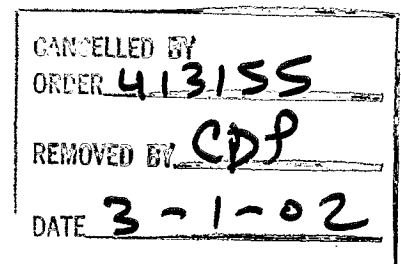
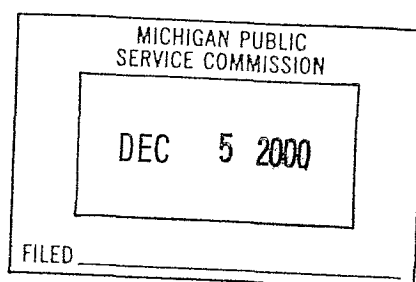
- a) Any notice, request, demand, statement or payment provided for in this Agreement shall be sent to the address indicated on page 1 of the Agreement unless directed otherwise on the statement. Either party may change its address for notices by giving written notice of the change to the other party.

A-20. SEVERABILITY

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

ST-2
Attachment A - 10/18/00
Page 8 of 9

(Continued on Sheet No. F-83.09)



(Continued From Sheet No. F-83.07)

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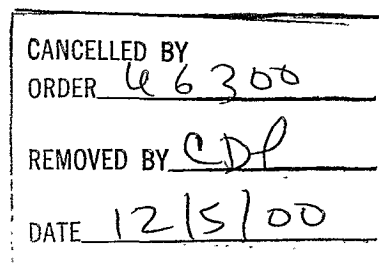
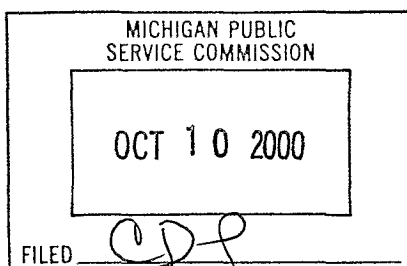
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ST-2
Attachment A - 8/13/99
Page 8 of 9

(Continued on Sheet No. F-83.09)



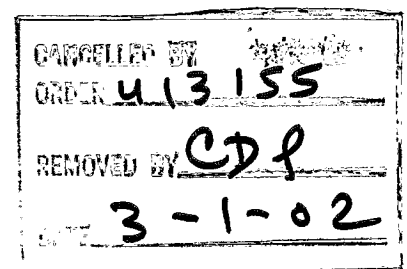
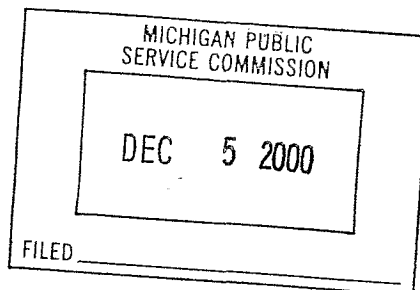
(Continued From Sheet No. F-83.08)

A-21. ENTIRETY

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

[END OF ATTACHMENT A]

ST-2
Attachment A - 10/18/00
Page 9 of 9



(Continued From Sheet No. F-83.08)

A-21. ENTIRETY

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

[END OF ATTACHMENT A]

ST-2
Attachment A - 8/13/99
Page 9 of 9

