

**AUTHORIZED GAS SUPPLIER AGREEMENT
PART I**

Date of Agreement: _____
_____ (Supplier Name)

CONSUMERS ENERGY COMPANY
a Michigan Corporation _____
(Name of Legal Entity)

One Energy Plaza
Jackson, Michigan 49201 _____
(Street Address)

(City, State, Zip Code)

(Herein called "Company") (Herein called "Supplier")

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

1. This Agreement shall be effective on the date stated above and shall continue in effect until March 31, 2021, unless extended by written agreement of the parties or unless terminated by Company as provided in Part II hereof.
2. Company will provide the Supplier gas delivery service for Supplier's customers and other services in accordance with the terms of this Agreement and the terms of the Company's Gas Customer Choice Program as approved by the Michigan Public Service Commission ("MPSC") and set forth in the Company's MPSC-approved Natural Gas Rate Book ("Gas Rate Book"). This Agreement consists of this PART I and PART II, Terms & Conditions of Authorized Gas Supplier Agreement, and attachments listed therein, incorporated by reference.
3. Supplier is responsible for determining Supplier's need for pipeline capacity and obtaining such capacity in whatever manner and from whatever source Supplier deems appropriate. Supplier shall cause to be delivered to the Company gas in accordance with the scheduled daily volumes as set forth in the applicable Gas Rules and Regulations or Gas Rate Schedule.
4. This Agreement will be governed by and construed in accordance with the laws of the State of Michigan.
5. Neither party shall assign this Agreement without the prior written consent of the other party. Any attempted assignment without such written consent shall be void and shall not release the assigning party from any of its obligations under this Agreement. Nothing herein contained shall prevent or restrict either party from pledging, granting a security interest in, or assigning as collateral all or any portion of such party's interest in this Agreement to secure any debt or obligation of such party under any mortgage, deed of trust, security agreement or similar instrument.
6. Supplier shall provide Company with one of the following: a cash deposit, irrevocable letter of credit from a financial institution, surety bond or parental guarantee, as set forth in the applicable Gas Rules and Regulations or Gas Rate Schedule.
7. The Supplier agrees to pay Company the monthly fees set forth in the applicable Gas Rules and Regulations or Gas Rate Schedule.

SUPPLIER ACKNOWLEDGES AND AGREES THAT (i) IT HAS RECEIVED AND READ PART I AND PART II OF THIS AGREEMENT AND ALL OF THE ATTACHMENTS; (ii) THAT IT HAS COMPLETED THE LICENSING PROCEDURE WITH THE MICHIGAN PUBLIC SERVICE COMMISSION; AND (iii) THAT IT WILL COMPLY WITH ALL APPLICABLE LAWS, INCLUDING BUT NOT LIMITED TO 2002 PA 634; MCL 460.9 AND MCL 460.9b.

CONSUMERS ENERGY COMPANY

(Supplier Name)

By: _____

By: _____

(Print or Type Name)

(Print or Type Name)

(Title)

(Title)

**AUTHORIZED GAS SUPPLIER AGREEMENT
TERMS AND CONDITIONS
PART II**

1. GENERAL

Applicable gas service rate tariff sheets and provisions of Consumers' Gas Rate Book, including but not limited to "Gas Customer Choice Rate CC, Rule F1, Rule F2, Rule F3, Rule F4, Rule F5, Rule E9 and Rule E10" are incorporated herein by reference. If any amendments to, supplements of, additions to, or replacements for the Gas Rate Book including, but not limited to, the portions referenced in this Agreement, are filed with and approved by the Michigan Public Service Commission or any successor body, they shall become a part of this Agreement to the extent applicable to the subject matter of this Agreement.

2. NOTICES

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

For Payments:

Consumers Energy Company
Addressed in accordance with
instructions set forth on the invoice

All Other Notices:

Consumers Energy Company
Attn: Gas Transportation Services Department
1945 W. Parnall Road
Jackson, Michigan 49201

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

Payments/Invoices:

All Other Notices:

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

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

Supplier represents and warrants that the gas supplied hereunder shall meet the requirements of Rule E3, Gas Quality, of the applicable Gas Rules and Regulations or Gas Rate Schedule. Supplier represents and warrants that the gas it supplies hereunder is for the use of its customers. Supplier further agrees to comply with all operational flow orders issued by Company. Furthermore, to the extent, if any, that Company's reliance on the foregoing representations, warranties and agreements subjects it to any actions, suits or proceedings brought before or instituted by any authority having jurisdiction, or results in any damage to its system or its customers, Supplier shall indemnify and hold Company harmless against all losses, costs and expenses resulting from or on account of said unauthorized use and/or failure to deliver gas meeting the specified requirements and/or failure to comply with operational flow orders. Supplier agrees that Company shall not be liable for any costs, expenses or damages of any nature that may be incurred by Supplier in complying with any operational flow order.

4. GOOD FAITH/INDEMNIFICATION

The Supplier agrees to abide by the Terms and Conditions of the GCC Program and to act in good faith with respect to all aspects of the GCC Program, including all communications with the customers of Company. Failure to follow the Terms and Conditions of the GCC Program including but not limited to failure to (i) provide any required cash deposit, irrevocable letter of credit, surety bond, parental guarantee, or (ii) pay any fees or charges within 15 days of the date of billing, or (iii) to exercise good faith with respect to the GCC Program will result in the Supplier having its Authorized Supplier status suspended and/or terminated and, subject to Rule C2, Controlled Service, of the applicable Gas Rules and Regulations or Gas Rate Schedule, its customers shall become sales rate customers of Company. Supplier shall indemnify and hold Company harmless from and against all losses, costs and expenses resulting from or on account of any failure by Supplier to act in good faith with regard to participation in the GCC Program. Further, if Supplier fails to comply with any of the Terms and Conditions of the GCC Program and such failure causes the Company's average cost of gas to serve retail customers to increase, Supplier shall be liable for and shall indemnify and hold Company harmless against all such costs.

5. TERMINATION

In the event the GCC Program is terminated for any reason, Company will give 30 days notice to Supplier and the price of gas supplied by Supplier under this Agreement and the price of gas delivered to Supplier's customers will be reconciled in the manner set forth in Rule F1.M of the referenced Gas Rules and Regulations or Gas Rate Schedule. This Agreement shall automatically terminate if Supplier has not enrolled any customers within 12 months of the date of this Agreement. The indemnity and hold harmless requirements set forth above in Sections 3 and 4 shall survive termination of this Agreement.

6. COUNTERPARTS AND ELECTRONIC DOCUMENTS

This agreement may be executed and delivered in counterparts, including by a facsimile or an electronic transmission thereof, each of which shall be deemed an original. Any document generated by the Parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and introduced as evidence in any proceeding as if original business records. Neither Party will object to the admissibility of such images as evidence in any proceeding on account of having been stored electronically.