



**GAS TRANSPORTATION AGREEMENT  
PART I  
CONTRACT FOR NEGOTIATED TRANSPORTATION RATE**

Date of Agreement:

CONSUMERS ENERGY COMPANY  
a Michigan Corporation  
One Energy Plaza  
Jackson, Michigan 49201- 2357

---

(Customer)

---

(State of Incorporation)

---

(Street and Number)

---

(City, State and Zip Code)

(Herein Called "Consumers")

(Herein Called "Customer")

In consideration of the mutual commitments contained herein, Consumers and Customer agree as follows:

1. This Agreement shall be effective the first day of \_\_\_\_\_, and shall continue in effect until the last day of \_\_\_\_\_, at which time the negotiated rate(s) contained herein will revert to the applicable cost based rate(s) contained in transportation service rate tariff sheets and shall remain in effect from month to month thereafter. Customer shall provide a minimum of 12 months' written notice of its intent to return to sales rates.
2. Consumers shall provide the Customer gas transportation service in accordance with the terms of this Agreement. This Agreement consists of this Part I and the attachments listed below and the applicable provisions of the Schedule of Rates Governing the Sale of Natural Gas (Gas Rate Schedule), incorporated herein by reference. If any amendments to, supplements of, additions to, or replacements for the Gas Rate Schedule including, but not limited to, the portions attached to this Agreement, are filed with and approved by the Michigan Public Service Commission or any successor body, they shall become a part of this Agreement to the extent applicable to the subject matter of this Agreement.

Attachments:

- A. Part II, Terms and Conditions of Gas Transportation Service
  - B. Exhibit A, Identification of Plants' Locations and Rates
  - C. Applicable transportation rate tariff sheets in effect on the Date of Agreement
  - D. Rule C2 and Rule C3 tariff sheets in effect on the Date of Agreement
3. Service under this Agreement will be governed by the Transportation Service Rate(s) indicated on Exhibit A.
  4. The initial contracted Annual Contract Quantity (ACQ) is \_\_\_\_\_ MMBtu.
  5. The Authorized Tolerance Level (ATL) is:
    - A.  4.0% of ACQ
    - B.  6.5% of ACQ
    - C.  7.5% of ACQ
    - D.  8.5% of ACQ
    - E.  9.5% of ACQ
    - F.  10.5% of ACQ

Customer's ATL shall be 8.5% of ACQ unless Customer contracts for a different percent. The Transportation Charge Adjustment, if any, for the Customer's ATL is not included in the Transportation Charges set forth on Exhibit A. If the Transportation Charge Adjustment approved by the Michigan Public Service Commission for the Customer's ATL changes, then Transportation Charges will be adjusted to reflect the revised Transportation Charge Adjustment. The Transportation Charge Adjustment is not applicable to aggregated subsidiary accounts.

6. The initial Maximum Daily Quantity (MDQ) is \_\_\_\_\_ MMBtu.

7. Customer's address(es) for notices referenced to in Part II are as shown below:

Billing:

All Other Notices:

Telephone No.

Email Address:

Customer's addresses, email addresses, and other phone numbers may be changed by giving notice as set forth in Part II, Section 5.

8. As of the effective date of this Gas Transportation Agreement, it supersedes and replaces any previous Gas Transportation Agreement(s) for the service locations identified in Attachment A and all Gas Exchange Agreements that provide for supply of gas to any Account(s) covered by this Agreement, all Shipper's Agreements and Agency Agreements pertaining to said Gas Exchange Agreement(s), and all agreements between Consumers and Customer for sale of gas to the Customer for the Account(s) covered by this Agreement.

This Agreement will be governed by and construed in accordance with the laws of the State of Michigan.

Neither party shall assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld. Unauthorized assignments shall be void. Any such assignment 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.

9. The following additional provisions shall apply:

10. By signing this Agreement, Customer represents that all of the Accounts that are aggregated, including accounts that are for contiguous facilities, listed in Exhibit A, are under common ownership. "Common ownership", as used herein, means that there is a 100 percent common identity of ownership interest among such accounts.

11. This Agreement may be executed and delivered in counterparts, including by 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.

CUSTOMER ACKNOWLEDGES THAT IT HAS RECEIVED ALL OF THE ATTACHMENTS REFERRED TO IN SECTION 2 ABOVE.

CONSUMERS ENERGY COMPANY

\_\_\_\_\_  
(Customer)

By \_\_\_\_\_

By \_\_\_\_\_

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

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

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

# GAS TRANSPORTATION AGREEMENT PART II

## TERMS AND CONDITIONS OF GAS TRANSPORTATION SERVICE

### 1. DEFINITIONS

As used in this agreement, the terms shall have the meanings as set forth in Section E1 of the Gas Rate Schedule.

### 2. SERVICE

Consumers will transport gas provided by Customer, which Customer delivers or causes to be delivered to Consumers at interconnections existing on the date of this Agreement between the facilities of Consumers and the facilities of another pipeline system or a production facility.

### 3. CURTAILMENT OF GAS BY CONSUMERS

#### A. Curtailement of Receipt of Interstate Gas by Consumers

Consumers represents that at the time of execution of this Agreement, its facilities are adequate to receive gas as herein provided for. If the total demand placed on said facilities is such that it cannot be fully satisfied, then any reduction in the quantities to be received hereunder shall be in accordance with the following priorities listed in the order of lowest to highest priority:

- (a). Interruptible gas volumes for Consumers' Off-System Customers
- (b). Interruptible gas volumes other than those covered in (a) above
- (c). Firm transportation gas volumes
- (d). Firm sales gas volumes

Consumers shall give Customer prior notice of any curtailment in the acceptance of the receipt of gas by Consumers to the extent that such notice is possible and practicable.

#### B. Curtailement of Gas Redeliveries by Consumers

Any curtailment of gas transportation service hereunder shall be in accordance with applicable procedures and priorities approved by the Michigan Public Service Commission, or any successor body. The gas transportation service being provided under this Agreement is firm service for the purpose of curtailment pursuant to this section.

### 4. ACCOUNTING AND CONTROL

- A. To the extent, if any, that this Agreement involves deliveries to multiple Accounts, any System Supply Gas taken by the Customer and any Load Balancing Charge shall be allocated among all the Accounts in the same proportion that each participates in the Customer's total takes of gas hereunder during the month.
- B. If gas is delivered from more than one source and nominations exceed the MDQ, Consumers may use its discretion in apportioning the MDQ limitation between or among the sources.

### 5. NOTICES

All notices, bills and payments covered by Section E2.1 of the Gas Rate Schedule shall be sent to Consumers at the applicable address and/or email address stated below, or to Customer at the applicable address and/or email address stated in Part I, unless changed as set forth below. All nominations shall be submitted in accordance with Section E2.2 of the Gas Rate Schedule.

#### For Payments:

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

#### For Nomination and All Other Notices:

Consumers Energy Company  
Attn: Gas Transportation Services Department  
1945 West Parnall Road  
Jackson, MI 49201  
Telephone No. 517-788-2907  
E-mail: [gasnomsys@cmsenergy.com](mailto:gasnomsys@cmsenergy.com)

The addresses, email addresses, and other phone numbers of either party may be changed by the addressee giving at least thirty (30) days' written notice to the other party. If addresses, email addresses, or other phone numbers are changed in accordance with this provision, the changed addresses, email addresses, or other phone numbers shall be used for giving of notice.

### 6. USE OF GAS

Customer represents and warrants that gas it receives hereunder is for Customer's own use for the Account(s) identified on Exhibit A. Furthermore, to the extent, if any, that Consumers' reliance on the foregoing representations and warranties subjects it to any actions, suits or proceedings brought before or instituted by any authority having jurisdiction, Customer shall indemnify and hold Consumers harmless against all losses, costs and expenses resulting from or on account of said unauthorized use.

# GAS TRANSPORTATION AGREEMENT

## EXHIBIT A

### IDENTIFICATION OF PLANTS' LOCATIONS AND RATES

<u>Plant Name/ Address/ Account No</u>	<u>Annual Contract Quantity (MMBtu)</u>	<u>Designated Rate and Rate Code</u>	<u>Type of Account*</u>	<u>Alternate Fuel Type and Percentage</u>	<u>Negotiated Transportation Charge</u>	<u>"Authorized Gas" Rate</u>
--	---	--	---------------------------------	---	---	----------------------------------

\*M - Master Account, C - Contiguous Account, A - Aggregated Subsidiary Account