



**GAS TRANSPORTATION AGREEMENT
PART I
CONTRACT FOR COST BASED TRANSMISSION ONLY
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 _____, and from month to month thereafter. Customer shall provide a minimum of ninety 90 Days' written notice of its intent to terminate contract.
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 Consumers' Rate Book for Natural Gas Service (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 ("MPSC" or the "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 Service Locations and Rates
 - C. Applicable Transmission Only 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 Transmission Only Transportation Service Tariff.
4. The Firm Daily Transportation Level is _____ MMBTU.
5. The Annual Contract Quantity is _____ MMBTU.
6. 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 Exhibit A 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.

7. The following additional provisions shall apply:
8. Customer will deliver such gas at the point(s) of delivery as identified on Exhibit A of this Agreement. Consumers will deliver such gas as soon as practicable after receipt of gas. Customer shall not store any gas on Consumers' system.
9. All eligible Customer metering requirements shall be in alignment with their delivery point operator according to their Interconnect Agreement.
10. The quality of the gas delivered by and for Customer to Consumers shall be governed by Consumers' Gas Rate Book, which is approved by the Commission, as that document may be amended from time to time. Consumers shall have no liability to the Customer for any contaminants or other issues relating to the quality of the gas in the pipeline. Consumers will have no liability for any damage to equipment as a result of such gas odorization.
11. Consumers shall retain its Gas-in-Kind percentage 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.
12. Customer affirms that all gas transported under this Agreement will be consumed in and never leave the State of Michigan after entering Consumers' system.

NOTE: Paragraphs 13-16 refer to Operational Balancing Agreement for this Transmission Only Tariff contract.

13. The Parties intend that the aggregate quantity of gas actually delivered each day at each of the Interconnect Points will equal the Scheduled Quantities. Any difference between the actual aggregate physical quantities delivered at the Interconnect Points and the Scheduled Quantities will be the "Operational Imbalance," which will be the responsibility of the Parties to eliminate pursuant to this Agreement. The Operational Imbalance shall be tracked on a cumulative basis and shall roll from month to month. Customer shall have a maximum month-end cumulative Operational Imbalance tolerance of _____ MMBtu.

In the event that the cumulative Operational Imbalance exceeds _____ MMBtu and Consumers has delivered more gas to Customer than was received by Consumers, the volume above _____ MMBtu will be cashed out at the highest Midpoint price reported for Michigan LDC's 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.

14. In the event that the cumulative Operational Imbalance exceeds _____ MMBtu and Consumers has delivered less gas to Customer than was received by Consumers, the volume above _____ MMBtu will be cashed out at the lowest Midpoint price reported for Michigan LDC's 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.
15. Consumers reserves the right to require Customer to balance nominations with physical deliveries on a daily basis, and to reduce the Operational Imbalance to _____ MMBtu upon notification to Customer by Consumers that such an action is required, and Customer agrees to take the action(s) necessary to reduce the imbalance to _____ MMBtu within 24 hours of such a notification. If Customer does not make a nomination to reduce the imbalance within 24 hours of such notification by Consumers, Customer will pay a penalty of \$10/MMBtu/day for each MMBtu of the daily Operational Imbalance.
16. Notwithstanding the termination of this Agreement, the Parties agree to reconcile and eliminate any Operational Imbalance pursuant to the terms and conditions of this Agreement within 30 days of termination of this Agreement or such other period of time which is mutually agreed to by the Parties.

17. On or before the fifteenth (15) day of each calendar month, Consumers shall render a statement to Customer for the transportation service provided during the prior calendar month. Documentation shall be provided as to the amount of gas transported in such month.
18. Customer shall pay Consumers within twenty one (21) days from the date the statement is mailed.
19. Should Customer fail to pay the full amount of any statement rendered by Consumers by the due date, a late payment charge of 2% of the unpaid balance outstanding, net of taxes, shall be assessed to any bill which is not paid in full on or before the due date shown.
20. If Customer fails to pay any amounts not in good-faith dispute for sixty (60) days after due, Consumers may suspend further service until the full amount not subject to such good-faith dispute is paid.
21. The term "Force Majeure" as used herein shall mean any act, omission or circumstance occasioned by or as consequence of any acts of God, strikes, lockouts, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of rulers and people, civil disturbances, explosions, breakage or accident to machinery or pipelines, the binding order of any court or governmental authority which has been resisted in good faith by all reasonable legal means, and any other cause, whether of the kind enumerated or otherwise, not reasonably in the control of the party claiming suspension and which by the exercise of due diligence such party is unable to prevent or overcome. Failure to prevent or settle any strike or strikes shall not be considered to be a matter within the control of the party claiming suspension.

In the event either party is rendered unable to perform, wholly or in part, by an event of Force Majeure, as provided above, then on such party giving written notice to the other party of the exact nature of the claimed Force Majeure as soon as practicable after the occurrence of such event, the obligations of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of such event. Such causes affecting the performance hereunder by either party, however, shall not relieve it of liability in the event of its failure to use diligence to remedy the situation with all reasonable dispatch.

22. 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.
23. Consumers' obligations to provide transportation and balancing services to Customer shall be exclusively governed by this Transportation Agreement and its associated tariff. Further, if in any proceeding before the MPSC it should be determined that the rates and charges set forth in this Agreement are unreasonable and/or unlawful, Customer and Consumers agree to immediately renegotiate, in good faith, rates and charges consistent with the findings of the MPSC and seek Commission approval.

24. Notices and other communications between the parties shall be in writing and shall be deemed to be duly given when delivered in person or posted by United States First Class Mail, by facsimile, by email or by overnight courier service addressed as follows:

If to Consumers:

Consumers Energy
Attn: Exec. Director
Gas Management Services
1945 W. Parnall Rd
Jackson, MI 49201
Fax: 517-788-1857
Email: gasnomsys@cmsenergy.com

If to CUSTOMER

Street, _____
City, ST ZIP _____
Attention: _____

Phone: (###)###-#### _____

Email: _____

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

25. Service under this agreement is subject to curtailment under Rule C3 of Consumers' current MPSC-approved Gas Rate Book or any corresponding rule containing such future revisions to Consumers' curtailment procedures as the MPSC may approve from time to time. In the event that Consumers Energy calls a curtailment due to a system emergency or other applicable cause, Consumers Energy may curtail gas transportation service to Customer in accordance with the curtailment procedures of its Gas Rate Book and Customer's rights and obligations in connection with the curtailment will be governed by Consumers Gas Rate Book notwithstanding any other provision of this agreement.

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.

C. Curtailement Contact Information

Customer understands that accurate contact information is essential in the event a curtailment becomes necessary. Customer will provide initial contact information for personnel who can make appropriate arrangements to reduce Customer's use of gas in an emergency or a gas supply deficiency and will update Consumers whenever the contact designation or contacts information changes. In the event that Consumers determines that a curtailment is necessary, Consumers' notice obligation under sections C3.2.B. or C3.3.C. of its Gas Rate Schedule, or any substantially similar provisions of Consumers' Gas Rate Schedule as may be approved by the Michigan Public Service Commission while this Agreement remains in effect, is satisfied by placing a phone call to or otherwise sending an electronic message to the person(s) most recently designated by Customer using the most recent contact information provided by Customer under this paragraph.

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

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 use within the STATE OF MICHIGAN. 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.

**TRANSMISSION ONLY GAS TRANSPORTATION AGREEMENT
EXHIBIT A
IDENTIFICATION OF DELIVERY LOCATIONS**

Gas will be delivered to Consumers Energy Company (Consumers) at the following point(s) of receipt:

Consumers will deliver gas to Customer at the following point(s) of delivery: