

**AGREEMENT FOR PROVISION OF NATURAL GAS
FACILITIES FOR UNPREDICTABLE OPERATIONS**

PART I

Date of Agreement: _____

Order Number: _____ (Sketch Attached)

Company:

CONSUMERS ENERGY COMPANY

A Michigan Corporation

(Street and Number)

(City, State and ZIP Code)

Customer:

(Name)

(Street and Number)

(City, State and ZIP Code)

Attention: Corporate Account Manager

Service Location: _____

Township: _____ County: _____

(Section: _____ Town: _____ Range: _____)

Anticipated Completion Date: _____

Total Estimated Cost of Facilities: _____

Deposit Subject to Refund: _____

Nonrefundable Contribution: _____

Total Estimated Payment: _____

Part II, Terms and Conditions, on the reverse side of hereof are a part of this Agreement.
CUSTOMER ACKNOWLEDGES HAVING READ SAID TERMS AND CONDITIONS.

CONSUMERS ENERGY COMPANY

By _____
(Signature)

(Print or Type Name)

Title _____

(Signature)

(Print or Type Name)

Title _____

PART II

TERMS AND CONDITIONS

1. **Request for Service:** The Customer requests the Company to provide natural gas service to the location described in Part I. In order to provide such natural gas service, it will be necessary for the Company to install facilities for an operation considered "Unpredictable" by the Company. (See the Company's Gas Rate Book, Rule C8) The general location and type of these facilities are shown on the Work Order sketch attached.
2. **Application of Gas Rate Book:** Except for the special conditions pertaining to deposit and refunds contained in this Agreement due to the nature of the facilities to be provided, this Agreement and the construction and operation of the facilities shall be subject to the Gas Rate Book and any modifications or replacements thereof as may be applicable, copies of which will be furnished to the Customer upon request. The Customer shall, upon the execution hereof, pay the Company the Total Estimated Cost stated in Part I. The Company shall construct these facilities with all reasonable dispatch, upon receipt of the Total Estimated Cost stated in Part I. If construction of these facilities is delayed due to action or inaction of the Customer, the Company may terminate this Agreement by written notice to the Customer. Upon such termination, the Company will refund the Customer's payment, less any expenses incurred to provide service to the location described in Part I of this Agreement, without interest.

If any portion of the facilities is to be installed between December 15 and April 15, the Customer shall pay the Company, prior to installation of said extension or portion thereof, an additional nonrefundable contribution (winter charge) per trench foot for the portion of said line extension installed during said period. No portion of said facilities will be installed between December 15 and April 15, unless the Customer has paid such additional contribution. Further, a nonrefundable contribution in addition to that provided for herein may be required where, in the Company's judgment, practical difficulties (not considered in determining the nonrefundable contribution included herein) such as water conditions or rock near the surface are encountered during construction. If the Customer does not make the additional contribution within 15 days after written notice of the amount of the additional contribution, the Company may, at its option, refund all payments made to it hereunder by the Customer, without interest, and with reasonable expenses incurred by the Company on account of this Agreement deducted therefrom, and this Agreement shall thereupon terminate.

3. **Deposit Requirements:** The Customer agrees to pay a deposit, subject to refund, of the estimated cost of the facilities to be constructed. If, for reasons beyond the Company's control, the cost of the facilities varies significantly, the Company will notify the Customer in writing and has the right to delay or suspend all construction of facilities until a response is received from the Customer accepting the revised estimated cost. If this acceptance is not received, the Company may refund all payments made to it hereunder by the Customer, without interest, and with reasonable expenses incurred by the Company on account of this Agreement deducted therefrom, and this Agreement shall thereupon terminate.
4. **Deposit Refunds:** The Company shall refund all or a portion of the deposit over a period of five years from the date that construction of the Company's facilities is completed. Refunds shall not exceed the refundable deposit and the deposit shall bear no interest. Calculations of Revenue shall exclude Gas Cost Recovery charges, surcharges and sales tax. The Company shall calculate estimates of revenues upon which refunds shall be issued.
 - a. The Company shall refund to the Customer _____% of the incremental increase in the amount of actual Revenue paid to the Company over the Base Revenue, within 45 days of the end of the first complete 12-month period following the date on which construction of the Company's facilities were completed. The increase shall be calculated by reviewing the revenue received during the 24-month period ending the month prior to completion of construction of the Company's facilities divided by two, to be defined as the Base Revenue.
 - b. The Company shall refund to the Customer _____% of the incremental Revenue increase over the Base Revenue for each of the following four successive 12-month periods following the date on which construction of the Company's facilities were completed.
 - c. The Company shall retain any portion of the deposit remaining at the end of the fifth 12-month period following the date on which construction of the Company's facilities were completed, and no further refund(s) will be paid.
5. **Rights of Way:** Prior to the installation of the facilities, and as a condition precedent thereto, the Customer shall secure and deliver to the Company, at no expense to the Company, recordable easements, in form and substance satisfactory to the Company, granting all necessary rights of way for installation and maintenance of said line extension. If said easements are not secured and delivered to the Company within thirty (30) days of this Agreement, the Company may, at its option, refund all payments made to it hereunder by the Customer, without interest, and with reasonable expenses incurred by the Company on account of this Agreement deducted therefrom, and this Agreement shall thereupon terminate.
6. **Site Preparation:** The Customer shall provide, at no expense to the Company, rough grading (not more than three inches below finished grade) so that the facilities can be properly installed in relation to the finished grade level. The

Customer shall maintain the average ground elevation within six feet of any conduit or pipe thereafter at a level not to exceed twelve inches above or below the grade level established at the time of installation of said facilities.

7. **Site Responsibilities:** The Company will backfill and place excavated earth over any area of construction; the Customer is responsible for the final restoration of the construction area.
8. **Inability to Perform and Postponement of Construction:** Upon execution of this Agreement and compliance in full by the Customer with all conditions to be performed by it as contained herein and in the Gas Rules and Regulations or Gas Rate Schedule, the Company, subject to weather, labor disputes, availability of necessary materials, and any other cause beyond the reasonable control of the Company, shall construct such facilities so as to make service available to the Customer to be served by such facilities on or about the completion date stated in Part I. Notwithstanding the foregoing, if, in the sole judgment of the Company, it does not appear that the Customer will in fact require and be prepared to receive such service upon completion of such facilities, the Company may, upon notice thereof to the Customer, postpone construction of said facilities until such time as, in the sole judgment of the Company, Customers will require and be prepared to receive such service. In the event of such postponement by the Company the Customer may, upon notice thereof to the Company, cancel this Agreement at any time prior to the commencement of installation of said facilities by the Company. If prior to the end of any such postponement by the Company, the deposit required for installation of said facilities increases or decreases due to changes in the estimated cost, the Company may, prior to construction, require the Customer to (1) execute an amendment to this Agreement reflecting said changes in costs and (2) pay such additional cost. If the Customer fails to execute such amendment and pay such additional costs within thirty (30) days after presentation of such amendment to the Customer, or if any such postponement of construction continues for more than twelve months, the Company may, upon notice thereof to the Customer, cancel this Agreement. In the event of such cancellation either by the Customer or by the Company as aforesaid, the Company shall refund all payments made to it hereunder by the Customer less reasonable expenses incurred to provide service, without interest.
9. **Notices:** All notices required hereunder shall be in writing and shall be sent by United States mail or delivered in person to the parties at their respective addresses as set forth in Part I. Either party may at any time change the addressee or address to which notices to it are to be mailed or delivered by giving notice of such change to the other party.
10. **Title to Facilities:** The title to the facilities shall vest in the Company and the Customer shall have no interest therein by reason of any payment under this Agreement.
11. **Gas Rules and Regulations or Gas Rate Book for Natural Gas Service:** The Agreement does not include the providing of natural gas service. Natural gas service will be provided at an available rate in accordance with the Gas Rules and Regulations or Gas Rate Book.
12. **Assignment:** This Agreement shall not be assigned by the Customer except with the previous written consent of the Company and any attempted assignment without such consent shall be void.
13. **Additional Items:**
14. **Entire Agreement:** This Agreement supersedes all previous representations, negotiations, understandings or agreements, either written or oral, between the parties hereto or their representatives pertaining to the subject matter hereof and constitute the entire agreement of the parties.