



REVENUE GUARANTEE AGREEMENT FOR LINE EXTENSION, SERVICE CONNECTION AND OTHER FACILITIES OF QUESTIONABLE PERMANENCE

PART I

Date of Agreement: _____

Notification Number: _____ (Sketch Attached)

Company:

Customer:

CONSUMERS ENERGY COMPANY
a Michigan Corporation

(Name)

(Street & Number)

(Address)

(City, State & Zip Code)

Attention: Electric Field Manager

Service Location: _____ (Street Address)

Township _____ County _____

Section _____ Town _____ Range _____

Service Characteristics: _____ Phase _____ Volt

[] Overhead Line [] Underground Line [] Overhead and Underground Line

Annual Guaranteed Revenue: _____

Refundable Deposit: _____

Nonrefundable Contribution: _____

Total Estimated Cost: _____

PART II, TERMS AND CONDITIONS, is attached hereto and is a part of this Agreement. CUSTOMER ACKNOWLEDGES HAVING READ SAID TERMS AND CONDITIONS.

CONSUMERS ENERGY COMPANY

(Customer)

By: _____ (Signature)

By: _____ (Signature)

(Print or Type Name)

(Print or Type Name)

Title: _____

Title: _____

TERMS AND CONDITIONS

PART II

1. The Customer requests the Company to provide electric service as described in Part I. In order to provide such electric service, it will be necessary for the Company to install a line extension, service connection and other facilities herein collectively called "Facilities." The general location and type of the Facilities is shown on the Work Order sketch attached.
2. Except for the special conditions pertaining to deposit and refunds contained in this Agreement due to the questionable permanence of the Customer's use of the service, this Agreement and the construction and operation of said Facilities shall be subject to the Company's Schedule of Rates Governing the Sale of Electric Service (Rate Schedule) 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 execution hereof, pay to the Company the sum of twenty-five percent of the total cost of the Company's investment (less any required nonrefundable contribution for underground costs) as a Refundable Deposit plus any required nonrefundable contribution. In addition, the customer shall "guarantee" the amount of annual revenue as stated in Part 1 for each of five consecutive years (guaranteed annual revenue shall at a minimum be equal to one-half the amount of the total cost of the Company's investment minus any required nonrefundable contribution and minus the amount of the refundable deposit). Should actual revenue be less than such guaranteed annual revenue the Customer agrees to pay the Company at the end of each of the five consecutive 12-month periods, based upon the addition to the following month's Customer bill, for any such annual revenue deficiency. The portion, if any, designated as "nonrefundable contribution" was calculated in accordance with Rule C6.2, Underground Policy, of said Rate Schedule and will not be refunded. The Company shall construct the Facilities with all reasonable dispatch, upon receipt of said required payment. If construction of the Facilities is delayed beyond six months after the date of this Agreement 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 on account of this Agreement, without interest.
3. Refundable deposits are subject to refund five years from the month following the completion of the facilities to serve the Customer. If at the end of the five-year period, the revenue generated during such five-year period is greater than five (5) times the annual guaranteed revenue amount, a one-time refund will be made in the amount of the excess of such revenue over guaranteed revenue up to the amount of the refundable deposit paid to the Company by the Customer. No refund is to be made in excess of the refundable deposit and such deposit shall bear no interest. Any portion of the refundable deposit remaining at the expiration of such five-year period, which is not refundable in accordance with the provisions of this section, shall be retained by the Company.
4. 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.
5. 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.
6. The Agreement does not include the providing of electric service. Electric service will be provided at an available rate in accordance with the Rate Schedule.
7. 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.
8. This Agreement supersedes all previous representations, negotiations, understandings or agreements, either written or oral, between the parties hereto or their representative pertaining to the subject matter hereof and constitutes the entire agreement of the parties.