

ATTACHMENT B

**AUTHORIZED GAS SUPPLIER AGREEMENT
PART I**

Date of Agreement: _____

(Supplier)

(Legal Entity)

MICHIGAN CONSOLIDATED GAS COMPANY
a Michigan corporation
500 Griswold Street
Detroit, Michigan 48226

(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, 20__, unless extended by written agreement of the parties or unless terminated by Company as provided in Part II hereof. Supplier can solicit eligible customers to participate in the GCC Program on a continuous basis for the duration of the Program.
2. Company will provide the Supplier gas delivery service for Supplier's customers and other services in accordance with the terms of this Agreement. 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 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 Rate Schedule.
7. If Supplier adds customers after April 1 of a program year, the monthly remittance to Supplier for gas supplied to those customers will be adjusted by a "Supply Equalization Charge" as set forth in the applicable Gas Rate Schedule for the remainder of the program year beginning April 1 and ending the following March 31.
8. The Supplier agrees to pay Company the monthly fees set forth in the applicable Gas Rate Schedule.

SUPPLIER ACKNOWLEDGES THAT (i) IT HAS RECEIVED AND READ PART I AND PART II OF THIS AGREEMENT AND ALL OF THE ATTACHMENTS AND (ii) THAT IT HAS COMPLETED THE REGISTRATION PROCESS WITH THE MICHIGAN PUBLIC SERVICE COMMISSION.

MICHIGAN CONSOLIDATED GAS COMPANY

(SUPPLIER)

BY: _____

BY: _____

(Print or Type Name)

(Print or Type Name)

(Title)

(Title)

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

1. GENERAL

Applicable gas service rate tariff sheets and provisions of Michigan Consolidated Gas Company's Rules, Regulations and Rate Schedules for Gas Service (Gas Rate Schedule), including but not limited to Gas Customer Choice Rate CC, and Rules G1 through G5 are incorporated herein by reference. The following are attached hereto: Gas Customer Choice Rate CC, and Rules G1 through G5. 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.

2. NOTICES

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

For Payments:

Michigan Consolidated Gas Company
Addressed in accordance with
instructions set forth on the invoice

All Other Notices:

Michigan Consolidated Gas Company
Attention: Manager, Gas Transportation Services Dept.
500 Griswold Street
Detroit, Michigan 48226
Fax Number: (313) 256-5890

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 B1.8, Gas Quality, of the applicable 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 B3, Controlled Service, of the applicable 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 G1.M of the attached 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. POINTS OF RECEIPT

Interconnect Name	County	Summer *	Winter *
MichCon / ANR "Detroit B"	Mecosta	Primary	Secondary
MichCon / ANR "Willow Run"	Washtenaw	Secondary	Primary
MichCon / Consumers Energy "Northville"	Wayne	Secondary	Primary
MichCon / Consumers Energy "West Branch – Sag Bay"	Ogemaw	Primary	Secondary
MichCon / GLGT "Belle River"	St. Clair	Primary	Secondary
MichCon / MichCon Gathering Co. "Kalkaska MCGC"	Kalkaska	Primary	Secondary
MichCon / MichCon Gathering Co. "Shell Plant Outlet"	Kalkaska	Primary	Secondary
MichCon / Panhandle Eastern "River Rouge"	Wayne	Secondary	Primary
MichCon / St. Clair Pipeline "St. Clair"	St. Clair	Primary	Secondary
MichCon / Vector Pipeline "Vector – Belle River"	St. Clair	Primary	Secondary
MichCon / Vector Pipeline "Vector – Milford Junction"	Oakland	Secondary	Primary
MichCon / Washington 10 Corp. "Washington 10"	Macomb	Primary	Secondary

* “Primary Receipt Point” refers to a Receipt Point where firm deliveries will be received.
“Secondary Receipt Point” refers to a Receipt Point where interruptible deliveries will be received.

7. OTHER
