

Michigan Gas Storage Company: First Revised Volume No 1
Revised Title Page : Superseded

F.E.R.C. GAS TARIFF

FIRST REVISED VOLUME NO. 1
(Supersedes Original Volumes No. 1 and 2)

of

MICHIGAN GAS STORAGE COMPANY

Filed With the

FEDERAL ENERGY REGULATORY COMMISSION

Communications Concerning Tariff Should
Be Addressed to:

C. L. English, President
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Effective Date: 11/08/2002 Status: Effective

FERC Docket: CP02- 22-001

Sixth Revised Sheet No. 1 Sixth Revised Sheet No. 1 : Effective
Superseding: Fifth Revised Sheet No. 1

CANCELLATION OF ENTIRE TARIFF

Notice is hereby given that effective November 8, 2002, the FERC Gas Tariff of Michigan Gas Storage Company is cancelled.

Effective Date: 12/01/1999 Status: Effective

FERC Docket: RP00- 33-000

Second Revised Sheet No. 2 Second Revised Sheet No. 2 : Superseded
Superseding: First Revised Sheet No. 2

PRELIMINARY STATEMENT

Michigan Gas Storage Company (MGS) is engaged in the business of transportation and storage of natural gas in interstate commerce under authorization granted by and subject to the jurisdiction of the Federal Energy Regulatory Commission (FERC).

MGS is a wholly-owned subsidiary of Consumers Energy Company, a public utility rendering natural gas service to over 1,600,000 customers in the State of Michigan.

This FERC Gas Tariff is filed in compliance with Part 154 of the Federal Energy Regulatory Commission's Regulations under the Natural Gas Act, as amended.

Effective Date: 08/01/1996 Status: Effective

FERC Docket: RP96-290-000

First Revised Sheet No. 3 First Revised Sheet No. 3 : Superseded
Superseding: Original Sheet No. 3

TO BE USED FOR MAP

Effective Date: 06/01/1997 Status: Effective
FERC Docket: RP96-290-004

Second Sub Fifth Revised Sheet No. 4 Second Sub Fifth Revised Sheet No. 4 : Superseded
Superseding: Second Sub Fourth Revised Sheet No. 4

STATEMENT OF RATES

Rate Schedule FT (1)

Reservation Charge per Dth	\$0.3067
Usage Charge per Dth	\$0.0004
Maximum	\$0.0004
Minimum	\$0.0004
Overrun Service Charge per Dth	\$0.0105 *
Balancing Charge	\$0.3096
Fuel Reimbursement	.15%

Rate Schedule IT (1)

Usage Charge per Dth	\$0.0105
Maximum	\$0.0105
Minimum	\$0.0004
Overrun Service Charge per Dth	\$0.0105
Balancing Charge per Dt	\$0.3096
Fuel Reimbursement	.15%

Rate Schedule NNS (1)

Capacity Charge per Dth	\$0.1358
Deliverability Charge per Dth	\$0.8438
Injection Charge per Dth	\$0.0190
Withdrawal Charge per Dth	\$0.0190
Reservation Charge per Dth	\$0.3067
Usage Charge per Dth	\$0.0004
Maximum	\$0.0004
Minimum	\$0.0004
Overrun Service Charge per Dth (MDQ)	\$0.0105 *
Overrun Service Charge per Dth (MSQ)	\$0.2716 *
Fuel Reimbursement	
Injection	.25%
Withdrawal	1.30%
Transportation	.15%

Rate Schedule FS (1)

Capacity Charge per Dth	\$0.1358
Deliverability Charge per Dth	\$0.8438
Injection Charge per Dth	\$0.0190
Withdrawal Charge per Dth	\$0.0190
Overrun Service Charge per Dth (MSQ)	\$0.2716 *
Fuel Reimbursement	
Injection	.25%
Withdrawal	1.30%

* Maximum firm volumetric rate applicable for capacity release, exclusive of surcharges.

Effective Date: 10/01/2001 Status: Effective

FERC Docket: RP01-553-000

Seventh Revised Sheet No. 5 Seventh Revised Sheet No. 5 : Superseded
Superseding: Third Sub Sixth Revised Sheet No. 5

STATEMENT OF RATES
(continued)

Rate Schedule IS (1)

Interruptible Inventory Charge per Dth	\$0.2716
Injection Charge per Dth	\$0.0190
Withdrawal Charge per Dth	\$0.0190
Overrun Service Charge per Dth (MSQ)	\$0.2716
Fuel Reimbursement	
Injection	.25%
Withdrawal	1.30%

Surcharge

ACA per Dth	\$0.0021
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(1) In addition various surcharges authorized by the Federal Energy Regulatory Commission, if applicable, may be imposed upon these rate schedules.

Effective Date: 01/01/1997 Status: Effective
FERC Docket: RP96-290-000

First Revised Sheet No. 6 First Revised Sheet No. 6 : Superseded
Superseding: Original Sheet No. 6

RATE SCHEDULE FT
FIRM TRANSPORTATION SERVICE

1. AVAILABILITY

This Rate Schedule is available to any party ("Shipper") for the transportation of Gas by Michigan Gas Storage Company ("Transporter"), when:

- (a) Shipper desires firm transportation of Gas; and
- (b) Shipper has met the Conditions of Service specified in Section 3; and
- (c) Transporter, in its reasonable determination, has sufficient available capacity to perform the service requested by Shipper; and
- (d) Shipper and Transporter have executed a Service Agreement for service under this Rate Schedule.

Transportation service under this Rate Schedule shall be provided subject to the General Terms and Conditions of this Tariff.

2. APPLICABILITY AND CHARACTER OF SERVICE

This Rate Schedule shall apply to all transportation service rendered by Transporter for Shipper pursuant to the executed Service Agreement for service under this Rate Schedule.

Service under this Rate Schedule shall consist of: (i) the receipt of Gas on behalf of Shipper at the Point of Receipt specified in the executed Service Agreement, (ii) the transportation of Gas through the Transporter's pipeline, and (iii) the delivery of Equivalent Quantities of Gas by Transporter to Shipper, or for Shipper's account, at the Point of Delivery.

Shipper shall have access to all Points of Receipt and Points of Delivery on Transporter's System.

Service rendered under this Rate Schedule shall be firm, up to the Maximum Daily Quantity (MDQ) on any day. The MDQ shall be specified in the executed Service Agreement.

3. CONDITIONS OF SERVICE

3.1 Request for Service

In order to request service pursuant to this Rate Schedule, a potential Shipper shall make such request for service by phone or facsimile, or in writing to Transporter. Transporter will respond to such request within ten (10) business days. If such request is denied, Transporter will inform the requestor in writing of such denial, and the reasons therefore.

3.2 Credit Worthiness

Transporter shall not be required to commence service or to continue to provide

Effective Date: 01/01/1997 Status: Effective

FERC Docket: RP96-290-000

First Revised Sheet No. 7 First Revised Sheet No. 7 : Superseded
Superseding: Original Sheet No. 7

RATE SCHEDULE FT
FIRM TRANSPORTATION SERVICE
(continued)

service under this Rate Schedule for any Shipper, who, at Transporter's reasonable discretion, fails to demonstrate minimal credit worthiness.

Transporter may perform service for such Shipper under this Rate Schedule if said Shipper, upon notice of noncredit worthiness from Transporter, (i) deposits and maintains a prepayment of an amount equal to three (3) Months of the cost of Transporter's billings under its Service Agreement for performing such service at the full MDQ or (ii) Shipper furnishes within fifteen (15) Days good and sufficient security, as determined reasonably by Transporter, of a continuing nature and in an amount equal to the cost of Transporter's billings under its Service Agreement for performing said service at the full MDQ for a period of three (3) Months. Transporter may, without waiving any rights or remedies it may have, suspend further service until such security is received after any necessary authorizations by any regulatory bodies having jurisdiction.

3.3 General Terms and Conditions

The General Terms and Conditions of this Tariff are applicable to this Rate Schedule.

4. RATES AND CHARGES

Subject to such modifications as may be imposed and/or authorized by the FERC, each Month Shipper shall, where applicable, pay Transporter the following amounts:

4.1 Firm Service

a. Reservation Charge

A Reservation Rate per dth as shown on effective tariff Sheet No. 4 multiplied by Shipper's MDQ.

b. Usage Charge

A Usage Rate per dth as shown on effective tariff Sheet No. 4 multiplied by the quantity of Gas in dth which Transporter delivered to or on behalf of Shipper at the Point of Delivery during the Month.

Effective Date: 01/01/1997 Status: Effective

FERC Docket: RP96-290-000

First Revised Sheet No. 8 First Revised Sheet No. 8 : Superseded
Superseding: Original Sheet No. 8

RATE SCHEDULE FT
FIRM TRANSPORTATION SERVICE
(continued)

c. Balancing Charge

To the extent that Shipper exceeds the operating tolerances set forth in Section 3.1 (a) of the General Terms and Conditions, a Balancing Rate per dth as shown on effective Tariff Sheet No. 4, multiplied by the quantity of Gas in dth of the imbalance.

4.2 Overrun Service Charge

An Overrun Service Rate per dth as shown on effective tariff Sheet No. 4 multiplied by the quantity of Gas in dth in excess of Shipper's MDQ which Transporter delivered on behalf of Shipper at the Point of Delivery during the Month.

4.3 Surcharges

Shipper shall pay all surcharges specified in Section 25 of the General Terms and Conditions or which otherwise may be applicable to service under this Rate Schedule from time to time.

5. REIMBURSEMENT OF FUEL USED FOR TRANSPORTATION

Shipper shall reimburse Transporter in-kind for fuel required in transporting natural gas under this rate schedule in addition to the payments made pursuant to Section 4 of this rate schedule. This currently effective fuel reimbursement percentage is set forth on tariff Sheet No 4.

6. MAXIMUM AND MINIMUM RATES

Transporter, at its sole discretion, may from time to time and at any time selectively adjust any or all of the rates stated above applicable to any individual Shipper; provided, however, that such adjusted rate(s) shall not exceed the applicable Maximum Rate(s) nor shall they be less than the Minimum Rate(s) set forth on Sheet No. 4 of this Tariff. Transporter shall make all filings required by FERC Regulations with respect to any charges at less than the Maximum Rate.

7. TRANSPORTATION IN EXCESS OF MAXIMUM DAILY QUANTITY

Shipper may request Transporter to transport Gas for Shipper on any day in excess of Shipper's MDQ. Transporter may do so if, in its sole judgement, it can do so without adverse effect on Transporter's operations or in meeting its other service obligations.

All such transportation of excess quantities shall be paid for at the Overrun Service Rate specified on the effective Tariff Sheet No. 4, and shall include an allowance for fuel reimbursement in accordance with Section 5.

8. MARKETING AFFILIATE REGULATIONS

Consistent with the General Terms and Conditions of this tariff, Shipper shall also provide all information necessary for Michigan Gas Storage Company to comply with Marketing Affiliate reporting requirements, including those in 18 CFR Section 161.

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 7-001

Original Sheet No. 9 Original Sheet No. 9 : Superseded

RATE SCHEDULE FT
FIRM TRANSPORTATION SERVICE
(continued)

9. CERTIFICATION

At the time Shipper executes a Service Agreement, unless the Gas to be transported is for the system supply of a local distribution company, interstate pipeline, or intrastate pipeline, Shipper shall identify to Transporter all corporate entities ultimately receiving the Gas to be transported, and shall provide verification that these entities have signed contracts to purchase such Gas. Within seven (7) days after transportation service begins, Shipper shall identify to Transporter all other transporting entities, including interstate pipelines, that will provide transportation incidental to the service provided by Transporter.

Effective Date: 12/01/1999 Status: Effective

FERC Docket: RP00- 33-000

First Revised Sheet No. 10 First Revised Sheet No. 10 : Superseded
Superseding: Original Sheet No. 10

FORM OF SERVICE AGREEMENT

(For Use Under Transporter's Rate Schedule FT)

Contract Number _____

THIS AGREEMENT entered into this _____ day of (mo) _____ ,
(yr)____ , by and between MICHIGAN GAS STORAGE COMPANY, ("Transporter"),
and _____ , ("Shipper"),

W I T N E S S E T H

WHEREAS, Shipper has requested Transporter to transport Gas on its behalf and,

WHEREAS, Transporter in its reasonable determination has sufficient capacity to perform the transportation service for the benefit of Shipper.

NOW, THEREFORE, Transporter and Shipper agree as follows:

ARTICLE I

GAS TRANSPORTATION SERVICE

1. Transporter's service hereunder shall be subject to receipt of all requisite regulatory authorizations from the Federal Energy Regulatory Commission ("FERC"), or any successor regulatory authority, in a manner and form acceptable to Transporter.

2. Subject to the terms and provisions of this Service Agreement and of Transporter's Rate Schedule FT, Shipper agrees to deliver, or cause to be delivered, to Transporter Gas for transportation and Transporter agrees to receive, transport and redeliver Gas to Shipper or for the account of Shipper, on a firm basis, up to an aggregate Maximum Daily Quantity (MDQ) of _____ dekatherms (dth).

3. Transporter at its sole option may, if tendered by Shipper, transport daily quantities in excess of the MDQ specified in Paragraph 2 of this Article I.

ARTICLE II

POINT OF RECEIPT AND PRESSURE

Shipper shall deliver or cause to be delivered Gas at the Point of Receipt hereunder at a pressure sufficient to allow the Gas to enter Transporter's pipeline system at the varying pressures that may exist in such system from time to time; provided, however, that such pressure of the Gas delivered or caused to be delivered by Shipper shall not exceed the Maximum Allowable Operating Pressure (MAOP) specified below. In the event the MAOP of Transporter's pipeline system, at the Point of Receipt hereunder, is from time to time increased or decreased, then the MAOP of the Gas delivered or caused to be delivered by Shipper to Transporter at the Point of Receipt shall be correspondingly increased or decreased upon written notification of Transporter to Shipper. The Point of Receipt and Pressure for all Gas received for transportation pursuant to this Agreement shall be:

Point of Receipt

MAOP

Effective Date: 12/01/1999 Status: Effective
FERC Docket: RP00- 33-000

First Revised Sheet No. 11 First Revised Sheet No. 11 : Superseded
Superseding: Original Sheet No. 11

FORM OF SERVICE AGREEMENT
(For Use Under Transporter's Rate Schedule FT)
(continued)

ARTICLE III
POINT OF DELIVERY AND PRESSURE

1. Transporter shall redeliver to Shipper or for the account
of Shipper the Gas transported hereunder at the following

Point of Delivery:

Point of Delivery MAOP

ARTICLE IV
TERM OF AGREEMENT

This Agreement shall be effective as of (mo) _____, (yr) _____

and shall remain in force and effect through (mo) _____ ,

(yr) _____ and thereafter until terminated by Transporter or Shipper upon
thirty (30) Days' written notice to the other specifying a termination
date at the end of such period or any contract period thereafter.
Shipper further agrees that the expiration of such term shall also
constitute Shipper's acceptance of the abandonment of such service.

ARTICLE V
RATE SCHEDULE AND PRICE

1. Shipper shall pay Transporter for Gas delivered to Shipper
hereunder in accordance with Transporter's Rate Schedule FT and
the applicable provisions of the General Terms and Conditions of
Transporter's F.E.R.C. Gas Tariff as filed with the Federal Energy
Regulatory Commission as the same may be amended or superseded
from time to time. Such Rate Schedule and General Terms and
Conditions are by this reference made a part hereof.
2. It is further agreed that Transporter may unilaterally seek
authorization from the Commission for such rate adjustments as may
be found necessary to assure Transporter just and reasonable
rates. Nothing herein contained shall be construed to deny
Shipper any rights it may have under the Natural Gas Act, as
amended, including the right to participate fully in rate
proceedings by intervention or otherwise to contest increased
rates in whole or in part.

ARTICLE VI
NOTICE

1. Except as may be otherwise provided, any notice, demand, statement
or bill provided for in this Agreement or any notice which a party
may desire to give to the other shall be in writing and mailed by
regular mail to the following addresses:

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 7-001

Original Sheet No. 12 Original Sheet No. 12 : Superseded

FORM OF SERVICE AGREEMENT
(For Use Under Transporter's Rate Schedule FT)
(continued)

Transporter

Michigan Gas Storage Company
212 West Michigan Ave.
Jackson, MI 49201

Shipper

Attention:

This Agreement supersedes and cancels, as of the effective date hereof, the following contract between the parties hereto:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective officers.

ATTEST:

MICHIGAN GAS STORAGE COMPANY
(Transporter)

Secretary

By _____

Its _____

ATTEST:

(Shipper)

Secretary

By _____

Its _____

Effective Date: 01/01/1997 Status: Effective
FERC Docket: RP96-290-000

First Revised Sheet No. 13 First Revised Sheet No. 13 : Superseded
Superseding: Original Sheet No. 13

RATE SCHEDULE IT
INTERRUPTIBLE TRANSPORTATION SERVICE

1. AVAILABILITY

This Rate Schedule is available to any party ("Shipper") for the transportation of Gas by Michigan Gas Storage Company ("Transporter"), when:

- (a) Shipper desires interruptible transportation service of Gas; and
- (b) Shipper has met the Conditions of Service specified in Section 3; and
- (c) Shipper and Transporter have executed a Service Agreement for service under this Rate Schedule.

Transportation Service under this Rate Schedule shall be provided subject to the General Terms and Conditions.

2. APPLICABILITY AND CHARACTER OF SERVICE

This Rate Schedule shall apply to all transportation service rendered by Transporter for Shipper pursuant to the executed Service Agreement for service under this Rate Schedule.

Service under this Rate Schedule shall consist of: (i) the receipt of Gas on behalf of Shipper at the Point of Receipt specified in the executed Service Agreement, (ii) the transportation of Equivalent Quantities of Gas through the Transporter's pipeline, and (iii) the delivery of Gas by Transporter to Shipper, or for Shipper's account, at the Point of Delivery.

Shipper shall have access to all Points of Receipt and Points of Delivery on Transporter's System.

Service rendered under this Rate Schedule shall be interruptible, up to the Maximum Daily Quantity (MDQ) on any Day. The MDQ shall be specified in the executed Service Agreement.

3. CONDITIONS OF SERVICE

3.1 Request for Service

In Order to request service pursuant to this Rate Schedule, a potential Shipper shall make such request for service by phone or facsimile, or in writing to Transporter. Transporter will respond to such request within ten (10) business days. If such request is denied, Transporter will inform requestor in writing of such denial, and the reasons therefore.

Effective Date: 01/01/1997 Status: Effective
FERC Docket: RP96-290-000

First Revised Sheet No. 14 First Revised Sheet No. 14 : Superseded
Superseding: Original Sheet No. 14

RATE SCHEDULE IT
INTERRUPTIBLE TRANSPORTATION SERVICE
(continued)

3.2 Credit Worthiness

Transporter shall not be required to commence service or to continue to provide service under this Rate Schedule for any Shipper, who, at Transporter's reasonable discretion, fails to demonstrate minimal credit worthiness.

Transporter may perform service for such Shipper under this Rate Schedule if said Shipper, upon notice of noncredit worthiness from Transporter, (i) deposits and maintains a prepayment of an amount equal to three (3) Months of the cost of Transporter's billing under its Service Agreement for performing such service at the full Maximum Daily Quantity or (ii) Shipper furnishes within fifteen (15) Days good and sufficient security, as determined reasonably by Transporter, of a continuing nature and in an amount equal to the cost of Transporter's billing under its Service Agreement for performing said service at the full Maximum Daily Quantity for a period of three (3) Months. Transporter may, without waiving any rights or remedies it may have, suspend further service until such security is received after any necessary authorizations by any regulatory bodies having jurisdiction.

3.3 General Terms and Conditions

The General Terms and Conditions of this Tariff are applicable to this Rate Schedule.

4. RATES AND CHARGES

Subject to such modifications as may be imposed and/or authorized by the FERC, each Month Shipper shall, where applicable, pay Transporter the following amounts:

4.1 Interruptible Service

a. Usage Charge

A Usage Rate per dth as shown on effective tariff Sheet No. 4 multiplied by the quantity of Gas in dth which Transporter delivered to or on behalf of Shipper at the Point of Delivery during the Month.

Effective Date: 01/01/1997 Status: Effective
FERC Docket: RP96-290-000

First Revised Sheet No. 15 First Revised Sheet No. 15 : Superseded
Superseding: Original Sheet No. 15

RATE SCHEDULE IT
INTERRUPTIBLE TRANSPORTATION SERVICE
(continued)

b. Balancing Charge

To the extent that Shipper exceeds the operating tolerances set forth in Section 3.1 (a) of the General Terms and Conditions, a Balancing Rate per dth as shown on effective Tariff Sheet No. 4, multiplied by the quantity of Gas in dth of the imbalance.

4.2 Overrun Service Charge

An Overrun Service Rate per dth as shown on effective Tariff Sheet No. 4, multiplied by the quantity of Gas in dth in excess of Shipper's MDQ which Transporter delivered on behalf of Shipper at the Point of Delivery during the Month.

4.3 Surcharges

Shipper shall pay all surcharges specified in Section 25 of the General Terms and Conditions or which otherwise may be applicable to service under this Rate Schedule from time to time.

5. REIMBURSEMENT OF FUEL USED FOR TRANSPORTATION

Shipper shall reimburse Transporter in-kind for fuel required in transporting natural gas under this rate schedule in addition to the payments made pursuant to Section 4 of this rate schedule. The currently effective fuel reimbursement percentage is set forth on tariff Sheet No. 4.

6. MAXIMUM AND MINIMUM RATES

Transporter, at its sole discretion, may from time to time selectively adjust any or all of the rates stated above applicable to any individual Shipper; provided, however, that such adjusted rate(s) shall not exceed the applicable Maximum Rate(s) nor shall they be less than the Minimum Rate(s) set forth on Sheet No. 4 of this Tariff. Transporter shall make all filings required by the F.E.R.C. Regulations with respect to any charges at less than the Maximum Rate.

7. TRANSPORTATION IN EXCESS OF MAXIMUM DAILY QUANTITY

Shipper may request Transporter to transport Gas for Shipper on any day in excess of Shipper's MDQ. Transporter may do so if, in its sole judgement, it can do so without adverse effect on Transporter's operations or in meeting its other service obligations.

All such transportation of excess quantities shall be paid for at the Overrun Service Rate specified on Tariff Sheet No. 4, and shall include an allowance for fuel reimbursement in accordance with Section 5.

8. MARKETING AFFILIATE REGULATIONS

Consistent with the General Terms and Conditions of this Tariff, Shipper shall also provide all information necessary for Michigan Gas Storage Company to comply with Marketing Affiliate reporting requirements, including those in 18 CFR Section 161.

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 7-001

Original Sheet No. 16 Original Sheet No. 16 : Superseded

RATE SCHEDULE IT
INTERRUPTIBLE TRANSPORTATION SERVICE
(continued)

9. CERTIFICATION

At any time Shipper executes a Service Agreement, unless the Gas to be transported is for the system supply of a local distribution company, interstate pipeline, or intrastate pipeline, Shipper shall identify to Transporter all corporate entities ultimately receiving the Gas to be transported, and shall provide verification that these entities have signed contracts to purchase such Gas. Within seven (7) days after transportation service begins, Shipper shall identify to Transporter all other transporting entities, including interstate pipelines, that will provide transportation incidental to the service provided by Transporter.

Effective Date: 12/01/1999 Status: Effective

FERC Docket: RP00- 33-000

First Revised Sheet No. 17 First Revised Sheet No. 17 : Superseded
Superseding: Original Sheet No. 17

FORM OF SERVICE AGREEMENT

(For Use Under Transporter's Rate Schedule IT)

Contract Number _____

THIS AGREEMENT entered into this _____ day of

(mo) _____, (yr) _____, by and between MICHIGAN GAS STORAGE

COMPANY, ("Transporter"), and

_____, ("Shipper"),

W I T N E S S E T H

WHEREAS, Shipper has requested Transporter to transport Gas on its behalf; and,

WHEREAS, Transporter may have capacity from time to time available to provide the transportation service for benefit of Shipper.

NOW, THEREFORE, Transporter and Shipper agree as follows:

ARTICLE I

GAS TRANSPORTATION SERVICE

1. Transporter's service hereunder shall be subject to receipt of all requisite regulatory authorizations from the Federal Energy Regulatory Commission ("FERC"), or any successor regulatory authority, in a manner and form acceptable to Transporter.
2. Subject to the terms and provisions of this Agreement and of Transporter's Rate Schedule IT, Shipper agrees to deliver or cause to be delivered to Transporter Gas for transportation and Transporter agrees to receive, transport and redeliver Gas to Shipper or for the account of Shipper, on an interruptible basis, up to an aggregate Maximum Daily Quantity (MDQ) of _____ Dekatherms (dth).
3. Transportation service rendered hereunder shall be subject to curtailment or interruption when in Transporter's sole judgement such curtailment or interruption is necessary due to operating conditions or insufficient pipeline capacity available on Transporter's system, or is otherwise necessary to protect authorized firm transportation.

ARTICLE II

POINT OF RECEIPT AND PRESSURE

Shipper shall deliver or cause to be delivered Gas at the Point of Receipt hereunder at a pressure sufficient to allow the Gas to enter Transporter's pipeline system at the varying pressures that may exist in such system from time to time; provided, however, that such pressure of the Gas delivered or caused to be delivered by Shipper shall not exceed the Maximum Allowable Operating Pressure (MAOP) specified below. In the event the MAOP of Transporter's pipeline system, at the Point of Receipt hereunder, is from time to time increased or decreased, then the MAOP of the Gas delivered or caused to be delivered by Shipper to Transporter at the Point of Receipt shall be correspondingly increased or decreased upon written notification of Transporter to Shipper. The Point of Receipt and Pressure for all Gas received for transportation pursuant to this Agreement shall be:

Effective Date: 12/01/1999 Status: Effective
FERC Docket: RP00- 33-000

First Revised Sheet No. 18 First Revised Sheet No. 18 : Superseded
Superseding: Original Sheet No. 18

FORM OF SERVICE AGREEMENT
(For Use Under Transporter's Rate Schedule IT)
(continued)

Point of Receipt MAOP

ARTICLE III
POINT OF DELIVERY AND PRESSURE

1. Transporter shall redeliver to Shipper or for the account of Shipper the Gas transported hereunder at the following Point of Delivery:

Point of Delivery MAOP

ARTICLE IV
TERM OF AGREEMENT

This agreement shall be effective as of (mo) _____, (yr) _____

and shall remain in force and effect through (mo) _____,

(yr) _____ and thereafter until terminated by Transporter or Shipper upon thirty (30) Days' written notice to the other specifying a termination date at the end of such period or any contract period thereafter. Shipper further agrees that the expiration of such term shall constitute Shipper's acceptance of the abandonment of such service.

ARTICLE V
RATE SCHEDULE AND PRICE

1. Shipper shall pay Transporter for Gas delivered to Shipper hereunder in accordance with Transporter's Rate Schedule IT and the applicable provisions of the General Terms and Conditions of Transporter's FERC Gas Tariff as filed with the Federal Energy Regulatory Commission as the same may be amended or superseded from time to time. Such Rate Schedule and General Terms and Conditions are by this reference made a part hereof.
2. It is further agreed that Transporter may unilaterally seek authorization from the Commission for such rate adjustments as may be found necessary to assure Transporter just and reasonable rates. Nothing herein contained shall be construed to deny Shipper any rights it may have under the Natural Gas Act, as amended, including the right to participate fully in rate proceedings by intervention or otherwise to contest increased rates in whole or in part.

ARTICLE VI
NOTICE

1. Except as may be otherwise provided, any notice, request, demand, statement or bill provided for in this Agreement or any notice which party may desire to give to the other shall be in writing and mailed by regular mail to the following addresses:

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 7-001

Original Sheet No. 19 Original Sheet No. 19 : Superseded

FORM OF SERVICE AGREEMENT
(For Use Under Transporter's Rate Schedule IT)
(continued)

Transporter

Michigan Gas Storage Company
212 West Michigan Ave.
Jackson, MI 49201

Shipper

Attention:

This Agreement supersedes and cancels, as of the effective date hereof, the following contract between the parties hereto:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective officers.

ATTEST:

MICHIGAN GAS STORAGE COMPANY
(Transporter)

Secretary

By _____

Its _____

ATTEST:

(Shipper)

Secretary

By _____

Its _____

Effective Date: 01/01/1997 Status: Effective
FERC Docket: RP96-290-000

First Revised Sheet No. 20 First Revised Sheet No. 20 : Superseded
Superseding: Original Sheet No. 20

RATE SCHEDULE NNS
NO NOTICE SERVICE

1. AVAILABILITY

This Rate Schedule is available to any party ("Shipper") taking service under Michigan Gas Storage Company's Rate X-1 tariff on May 18, 1992.

2. APPLICABILITY AND CHARACTER OF SERVICE

This Rate Schedule shall apply to all service rendered by MGS for Shipper pursuant to the executed Service Agreement under this Rate Schedule.

Service under this Rate Schedule shall consist of the Firm delivery of Gas at the No Notice Delivery point(s) as specified in the Form of Service Agreement, up to the Maximum Daily Quantity (MDQ) specified in the executed service agreement. Nominations will not be required at receipt or delivery points. Shipper shall have access to all Points of Receipt and Delivery on the MGS System.

MGS system facilities shall be utilized to manage deviations that may occur between receipts of Gas from or on behalf of Shipper and deliveries of Gas to or on behalf of Shipper.

Subsequent to the conclusion of a calendar month, the receipts of gas from or on behalf of Shipper will be reconciled with deliveries of gas to or on behalf of Shipper. Differences between said receipts and deliveries shall be deemed to have been injected into or withdrawn from storage.

Upon conversion from MGS's Rate X-1 tariff to No Notice Service, Shipper must notify MGS as provided for in Section 20 of the General Terms and Conditions of this tariff, as well as in the Form of Service Agreement of this tariff, of the maximum daily variance anticipated between Receipts from and Deliveries to Shipper during the normal storage injection and withdrawal cycles of MGS. Such variances shall be deemed to be Shipper's Maximum Daily Injection Quantity (MDIQ) and Maximum Daily Withdrawal Quantity (MDWQ), respectively.

The converting Shipper must also notify MGS of its anticipated cumulative difference between receipts and deliveries during MGS's normal storage injection cycle. This cumulative difference shall be deemed to be Shipper's Maximum Storage Quantity (MSQ).

3. CONDITIONS OF SERVICE

3.1 Request for Service

In Order to request service pursuant to this Rate Schedule, a potential Shipper shall make such request for service by phone or facsimile, or in writing to Transporter. Transporter will respond to such request within ten (10) business days. If such request is denied, Transporter will inform the requestor in writing of such denial, and the reasons therefore.

3.2 Credit Worthiness

MGS shall not be required to commence service or to continue to provide service under this Rate Schedule for any Shipper, who, at MGS's reasonable discretion, fails to demonstrate minimal credit worthiness.

Effective Date: 01/01/1997 Status: Effective
FERC Docket: RP96-290-000

First Revised Sheet No. 21 First Revised Sheet No. 21 : Superseded
Superseding: Original Sheet No. 21

RATE SCHEDULE NNS
NO NOTICE SERVICE
(continued)

MGS may perform service for such Shipper under this Rate Schedule if said Shipper, upon notice of noncredit worthiness from MGS, (i) deposits and maintains a prepayment of an amount equal to three (3) Months of the cost of MGS's billings under its Service Agreement for performing such service at the full MDQ or (ii) Shipper furnishes within fifteen (15) Days good and sufficient security, as determined reasonably by MGS, of a continuing nature and in an amount equal to the cost of MGS's billings under its Service Agreement for performing said service at the full MDQ for a period of three (3) Months. MGS may, without waiving any rights or remedies it may have, suspend further service until such security is received after any necessary authorizations by any regulatory bodies having jurisdiction.

3.3 General Terms and Conditions

The General Terms and Conditions of this Tariff are applicable to this Rate Schedule.

4. RATES AND CHARGES

Subject to such modifications as may be imposed and/or authorized by the FERC, each month Shipper shall, where applicable, pay MGS the following amounts:

4.1 Monthly Charges

- a. Capacity Charge
A Capacity Rate per dth as shown on effective Tariff Sheet No. 4, multiplied by 1/12th of Shipper's MSQ.
- b. Deliverability Charge
A Deliverability Rate per dth as shown on effective Tariff Sheet No. 4, multiplied by Shipper's MDWQ.
- c. Injection Charge
An Injection Rate per dth as shown on effective Tariff Sheet No. 4, multiplied by the quantity of Gas injected into Storage by MGS on behalf of Shipper.
- d. Withdrawal Charge
A Withdrawal Rate per dth as shown on effective Tariff Sheet No. 4, multiplied by the quantity of Gas withdrawn from Storage by MGS on behalf of Shipper.

Effective Date: 01/01/1997 Status: Effective

FERC Docket: RP96-290-000

First Revised Sheet No. 22 First Revised Sheet No. 22 : Superseded
Superseding: Original Sheet No. 22

RATE SCHEDULE NNS
NO NOTICE SERVICE
(continued)

- e. Reservation Charge
A Reservation Rate per dth as shown on effective Tariff Sheet No. 4, multiplied by Shipper's MDQ.
- f. Usage Charge
A Usage Rate per dth as set forth on the effective Tariff Sheet No. 4, multiplied by the quantity of Gas in dth which MGS delivered to or on behalf of Shipper at the Point of Delivery during the Month.

4.2 Overrun Service Charge

To the extent Shipper exceeds the MSQ or MDQ specified in the executed Service Agreement, Shipper shall be subject to the applicable overrun service charge as provided for on Tariff Sheet No. 4. In the event that Shipper exceeds the MDIQ or MDWQ specified in the executed Service Agreement, Shipper shall be subject to the applicable injection rate per dth or withdrawal rate per dth as shown on effective Tariff Sheet No. 4.

4.3 Surcharges

Shipper shall pay all surcharges specified in Section 25 of the General Terms and Conditions or which otherwise may be applicable to service under this Rate Schedule from time to time.

5. REIMBURSEMENT OF FUEL

Shipper shall reimburse MGS in-kind for fuel required in providing service under this rate schedule in addition to the payments made pursuant to Section 4 of this rate schedule. This currently effective fuel reimbursement percentages are set forth on Tariff Sheet No. 4.

6. MAXIMUM AND MINIMUM RATES

MGS, at its sole discretion, may from time to time selectively adjust any or all of the rates stated above applicable to any individual Shipper; provided, however, that such adjusted rate(s) shall not exceed the applicable Maximum Rate(s) nor shall they be less than the Minimum Rate(s) set forth on Sheet No 4 of this Tariff. MGS shall make all filings required by F.E.R.C. Regulations with respect to any charges at less than the Maximum Rate.

7. SERVICE IN EXCESS OF MDQ, MSQ, MDIQ, AND MDWQ

Shipper may request MGS to provide service to Shipper on any day in excess of Shipper's MDQ, MSQ, MDIQ, and/or MDWQ. MGS may do so if, in its sole judgement, it can do so without adverse effect on MGS's operations and/or in meeting its other service obligations. Such decision shall be solely within the judgement and discretion of MGS.

All such excess service quantities shall be paid for at the applicable Overrun Service Rates specified on the effective tariff Sheet No. 4, and in Section 4.2, and shall include an allowance for fuel reimbursement in accordance with Section 5.

8. MARKETING AFFILIATE REGULATIONS

Consistent with the General Terms and Conditions of this Tariff, Shipper shall also provide all information necessary for Michigan Gas Storage Company to comply with Marketing Affiliate reporting requirements, including those in 18 CFR Section 161.

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 7-001

Original Sheet No. 23 Original Sheet No. 23 : Superseded

RATE SCHEDULE NNS
NO NOTICE SERVICE
(continued)

9. CERTIFICATION

At the time Shipper executes a Service Agreement, unless the Gas to be transported is for the system supply of a local distribution company, interstate pipeline, or intrastate pipeline, Shipper shall identify to MGS all corporate entities ultimately receiving the gas to be transported, and shall provide verification that these entities have signed contracts to purchase such gas. Within seven (7) days after transportation service begins, Shipper shall identify to MGS all other transporting entities, including interstate pipelines, that will provide transportation incidental to the service provided by MGS.

Effective Date: 12/01/1999 Status: Effective
FERC Docket: RP00- 33-000

First Revised Sheet No. 24 First Revised Sheet No. 24 : Superseded
Superseding: Original Sheet No. 24

FORM OF SERVICE AGREEMENT
(For Use Under MGS's Rate Schedule NNS)
Contract Number _____

THIS AGREEMENT entered into this ____ day of (mo) _____,
(yr)____, by and between MICHIGAN GAS STORAGE COMPANY ("MGS") and
_____, ("Shipper")

W I T N E S S E T H
WHEREAS, Shipper has requested MGS to provide No Notice Service on its
behalf; and,

WHEREAS, MGS in its reasonable determination has sufficient capacity to
perform the service for the benefit of Shipper..

NOW, THEREFORE, MGS and Shipper agree as follows:

ARTICLE I
NO NOTICE SERVICE

1. MGS's service hereunder shall be subject to receipt of all requisite regulatory authorizations from the Federal Energy Regulatory Commission ("FERC"), or any successor regulatory authority, in a manner and form acceptable to MGS.
2. Subject to the terms and provisions of this Agreement and of MGS's Rate Schedule NNS, MGS agrees to deliver to Shipper on a firm basis, quantities of Gas not to exceed a Maximum Daily Quantity (MDQ) of _____ Dekatherms (dth).
3. Shipper requests that MGS utilize its system facilities to manage variances between receipts of Gas from or on behalf of Shipper and deliveries of Gas to or on behalf of Shipper. Shipper requests MGS to provide the following levels of service related to the management of these variances.
Maximum Daily Injection Quantity (MDIQ):
Maximum daily variance, receipts vs deliveries,
April through October: _____ dth.
Maximum Daily Withdrawal Quantity (MDWQ):
Maximum daily variance, deliveries vs receipts,
November through March: _____ dth.
Maximum Storage Quantity (MSQ):
Maximum cumulative variance, receipts vs deliveries,
April through October: _____ dth.
4. MGS at its sole option may, if tendered by Shipper, transport daily quantities in excess of the MDQ specified in Paragraph 2 of this Article I.
5. MGS at its sole option may, if tendered by Shipper, inject into or withdraw from Storage, or

Effective Date: 12/01/1999 Status: Effective
FERC Docket: RP00- 33-000

First Revised Sheet No. 25 First Revised Sheet No. 25 : Superseded
Superseding: Original Sheet No. 25

FORM OF SERVICE AGREEMENT
(For Use Under MGS's Rate Schedule NNS)
(continued)

provide a maximum Storage Capacity quantity in excess of the MDIQ,
MDWQ, or MSQ specified in Paragraph 3 of this Article I.

ARTICLE II

POINT OF RECEIPT AND PRESSURE

Shipper shall deliver or cause to be delivered Gas at the Points of Receipt hereunder at a pressure sufficient to allow the Gas to enter MGS's pipeline system at the varying pressures that may exist in such system from time to time; provided, however, that such pressure of the Gas delivered or caused to be delivered by Shipper shall not exceed the Maximum Allowable Operating Pressure (MAOP) specified below. In the event the MAOP of MGS's pipeline system, at the Points of Receipt hereunder, is from time to time increased or decreased, then the MAOP of the Gas delivered or caused to be delivered by Shipper to MGS at the Points of Receipt shall be correspondingly increased or decreased upon written notification of MGS to Shipper. The Points of Receipt and Pressure for all Gas received for service pursuant to this Agreement shall be:

ARTICLE III

POINT OF DELIVERY AND PRESSURE

Points of Receipt MAOP

1. MGS shall redeliver to Shipper or for the account of Shipper the Gas transported hereunder at the following Points of Delivery (No Notice Delivery Points):

Points of Delivery MAOP

ARTICLE IV

TERM OF AGREEMENT

This agreement shall be effective as of (mo) _____, (yr) _____ and shall remain in force and effect through (mo) _____, (mo) _____ and thereafter until terminated by MGS or Shipper upon twelve (12) Months' written notice to the other specifying a termination date at the end of such period or any contract period thereafter.

ARTICLE V

RATE SCHEDULE AND PRICE

1. Shipper shall pay MGS for Gas delivered to Shipper hereunder in accordance with MGS's Rate Schedule NNS and the applicable provisions of the General Terms and Conditions of MGS's FERC Gas Tariff as filed with the Federal Energy Regulatory Commission as the same may be amended or superseded from time to time. Such Rate Schedule and General Terms and Conditions are by this reference made a part hereof.

Effective Date: 11/01/1993 Status: Effective
FERC Docket: RS92- 7-001

Original Sheet No. 26 Original Sheet No. 26 : Superseded

FORM OF SERVICE AGREEMENT
(For Use Under MGS's Rate Schedule NNS)
(continued)

2. It is further agreed that MGS may unilaterally seek authorization from the Commission for such rate adjustments as may be found necessary to assure MGS just and reasonable rates. Nothing herein contained shall be construed to deny Shipper any rights it may have under the Natural Gas Act, as amended, including the right to participate fully in rate proceedings by intervention or otherwise to contest increased rates in whole or in part.

ARTICLE VI
NOTICE

1. Except as may be otherwise provided, any notice, request, demand, statement or bill provided for in this Agreement or any notice which a party may desire to give to the other shall be in writing and mailed by regular mail to the following addresses:

MGS

Michigan Gas Storage Company
212 West Michigan Ave.
Jackson, MI 49201

Shipper

Attention:

This Agreement supersedes and cancels, as of the effective date hereof, the following contract between the parties hereto:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective officers.

ATTEST: MICHIGAN GAS STORAGE COMPANY
(MGS)

Secretary By _____
Its _____

ATTEST: _____
(Shipper)

Secretary By _____
Its _____

Effective Date: 01/01/1997 Status: Effective

FERC Docket: RP96-290-000

First Revised Sheet No. 27 First Revised Sheet No. 27 : Superseded
Superseding: Original Sheet No. 27

RATE SCHEDULE FS
FIRM STORAGE SERVICE

1. AVAILABILITY

This Rate Schedule is available to any party ("Buyer") for the purchase of storage service from, Michigan Gas Storage Company ("MGS"), if the Buyer and MGS have executed a Service Agreement in the form included in this tariff. Buyer must separately arrange for necessary transportation to facilitate the storage service provided hereunder.

The service provided under this Rate Schedule shall be provided subject to the availability of capacity, the provisions of the Service Agreement to be executed between Buyer and MGS, and the conditions of Service specified in Section 3.

2. APPLICABILITY AND CHARACTER OF SERVICE

Service under this rate schedule shall include: the injection of Gas into storage up to the Maximum Daily Injection Quantity (MDIQ); the storage of such Gas, up to the Maximum Storage Quantity (MSQ); and, the withdrawal of such Gas up to the Maximum Daily Withdrawal Quantity (MDWQ)

3. CONDITIONS OF SERVICE

3.1 Request for Service

In order to request service pursuant to this Rate Schedule, a potential Shipper shall make such request for service by phone or facsimile, or in writing to Transporter. Transporter will respond to such request within ten (10) business days. If such request is denied, Transporter will inform the requestor in writing of such denial, and the reasons therefore.

3.2 Credit Worthiness

MGS shall not be required to commence service or to continue to provide service under this Rate Schedule for any Buyer, who at MGS's reasonable discretion, fails to demonstrate minimal credit worthiness.

MGS may perform service for such Buyer under this Rate Schedule if said Buyer, upon notice of noncredit worthiness from MGS, (i) deposits and maintains a prepayment of an amount equal to three (3) Months of the cost of MGS's billings under its Service Agreement for performing such service at the full MSQ or (ii) Buyer furnishes within fifteen (15) Days good and sufficient security, as determined reasonably by MGS of a continuing nature and in an amount equal to the cost of MGS's billings under its Service Agreement for performing said service at the full MSQ, for a period of three (3) Months. MGS may, without waiving any rights or remedies it may have, suspend further service until such security is received after any necessary authorizations by any regulatory bodies having jurisdiction.

Effective Date: 01/01/1997 Status: Effective

FERC Docket: RP96-290-000

First Revised Sheet No. 28 First Revised Sheet No. 28 : Superseded
Superseding: Original Sheet No. 28

RATE SCHEDULE FS
FIRM STORAGE SERVICE
(continued)

3.3 General Terms and Conditions

The General Terms and Conditions of this Tariff are applicable to this Rate Schedule.

4. RATES AND CHARGES

Subject to modifications that may be imposed and/or authorized by the FERC, each month Buyer shall, where applicable, pay MGS the following amounts:

4.1 Storage Charges

a. Capacity Charge

A capacity rate per dth as shown on effective Tariff Sheet No. 4, multiplied by 1/12th of the Shipper's MSQ.

b. Deliverability Charge

A deliverability rate per dth as shown on effective Tariff Sheet No. 4, multiplied by Shipper's MDWQ.

c. Injection Charge

A injection rate per dth as shown on effective Tariff Sheet No. 4, multiplied by the quantity of Gas injected into Storage by MGS on behalf of Buyer.

d. Withdrawal Charge

A withdrawal rate as shown on effective Tariff Sheet No. 4, multiplied by the quantity of Gas withdrawn from Storage by MGS on behalf of Buyer.

4.2 Overrun Service Charge

To the extent Buyer exceeds the MSQ, specified in the executed Service Agreement, Buyer shall be subject to an appropriate overrun service charge as provided for on Tariff Sheet No. 4. In the event that Buyer exceeds the MDIQ or MDWQ specified in the Service Agreement, Buyer shall be subject to the applicable injection rate per dth or withdrawal rate per dth as shown on effective Tariff Sheet No. 4.

4.3 Surcharges

Shipper shall pay all surcharges specified in Section 25 of the General Terms and Conditions or which otherwise may be applicable to service under this Rate Schedule from time to time.

5. REIMBURSEMENT OF FUEL

Buyer shall reimburse MGS in-kind for fuel required in providing service under this rate schedule in addition to the payments made pursuant to Section 4 of this rate schedule. This currently effective fuel reimbursement percentages are set forth on Tariff Sheet No. 4.

6. CONDITIONS OF INJECTION AND WITHDRAWAL

6.1 Maximum Daily Injection Quantity

The MDIQ may not exceed the MSQ divided by 200.

Effective Date: 01/01/1997 Status: Effective
FERC Docket: RP96-290-000

First Revised Sheet No. 29 First Revised Sheet No. 29 : Superseded
Superseding: Original Sheet No. 29

RATE SCHEDULE FS
FIRM STORAGE SERVICE
(continued)

6.2 Maximum Daily Withdrawal Quantity

The MDWQ may not exceed .8% of the MSQ. The actual maximum daily withdrawal quantity shall be subject to the operating tolerances set forth in the General Terms and Conditions, Section 3.1(b).

6.3 Cycling Requirements

Buyer must withdraw by March 31 of each contract year at least 80% of the maximum stored quantity during that contract year. Failure to withdraw sufficient quantities of gas will result in forfeiture of any excess balance.

7. SERVICE IN EXCESS OF MSQ, MDIQ, AND MDWQ

Buyer may request MGS to provide service to Buyer on any day in excess of Buyer's MSQ, MDIQ, and/or MDWQ. MGS may do so if, in its sole judgement, it can do so without adverse effect on MGS's operations and/or in meeting its other service obligations. Such decision shall be solely within the judgement and discretion of MGS.

All such excess service quantities shall be paid for at the applicable Overrun Service Rates specified on the effective Tariff Sheet No. 4, and in Section 4.2, and shall include an allowance for fuel reimbursement in accordance with Section 5.

8. MARKETING AFFILIATE REGULATIONS

Consistent with the General Terms and Conditions of this Tariff, Shipper shall also provide all information necessary for Michigan Gas Storage Company to comply with Marketing Affiliate reporting requirements, including those in 18 CFR Section 161.

Effective Date: 12/01/1999 Status: Effective
FERC Docket: RP00- 33-000

First Revised Sheet No. 30 First Revised Sheet No. 30 : Superseded
Superseding: Original Sheet No. 30

FORM OF SERVICE AGREEMENT
(For Use Under MGS's Rate Schedule FS)
Contract Number _____

THIS AGREEMENT entered into this _____ day of
(Mo) _____ , (yr) _____ , by and between MICHIGAN GAS STORAGE
COMPANY, ("MGS") and _____ ,
hereinafter referred to as ("Buyer"),

W I T N E S S E T H

WHEREAS, Buyer has requested MGS to store Gas on a firm basis on its behalf; and,

WHEREAS, MGS in its reasonable determination has sufficient capacity to perform the service for the benefit of Buyer.

NOW, THEREFORE, MGS and Buyer agree as follows:

ARTICLE I

GAS STORAGE SERVICE

1. MGS's service hereunder shall be subject to receipt of all requisite regulatory authorizations from the Federal Energy Regulatory Commission ("FERC"), or any successor regulatory authority, in a manner and form acceptable to MGS.
2. Subject to the terms and provisions of this Service Agreement and of MGS's Rate Schedule FS, Buyer agrees to deliver or cause to be delivered to MGS Gas for storage and MGS agrees to receive and store Gas for the account of Buyer, on a firm basis, the following quantities:

Maximum Storage Quantity (MSQ) _____ dth
Maximum Daily Injection Quantity (MDIQ) _____ dth per day
Maximum Daily Withdrawal Quantity (MDWQ) _____ dth per day

ARTICLE II

TERM OF AGREEMENT

This agreement shall be effective as of (mo) _____ , (yr) _____

and shall remain in force and effect through (mo) _____ , (yr) _____.
Buyer agrees that the expiration of such term shall constitute Buyer's acceptance of the abandonment of such service.

ARTICLE III

RATE SCHEDULE AND PRICE

1. Buyer shall pay MGS for Service provided to Buyer hereunder in accordance with MGS's Rate Schedule FS and the applicable provisions of the General Terms and Conditions of MGS's FERC Gas Tariff as filed with the Federal Energy Regulatory Commission as the same may be amended or superseded from time to time. Such Rate Schedule and General Terms and Conditions are by this reference made a part hereof.

Effective Date: 11/01/1993 Status: Effective
FERC Docket: RS92- 7-001

Original Sheet No. 31 Original Sheet No. 31 : Superseded

FORM OF SERVICE AGREEMENT
(For Use Under MGS's Rate Schedule FS)
(Continued)

2. It is further agreed that MGS may unilaterally seek authorization from the Commission for such rate adjustments as may be found necessary to assure MGS just and reasonable rates. Nothing herein contained shall be construed to deny Buyer any rights it may have under the Natural Gas Act, as amended, including the right to participate fully in rate proceedings by intervention or otherwise to contest increased rates in whole or in part.

ARTICLE IV
NOTICE

1. Except as may be otherwise provided, any notice, demand, statement or bill provided for in this Agreement or any notice which a party may desire to give to the other shall be in writing and mailed by regular mail to the following addresses:

MGS

Michigan Gas Storage Company
212 West Michigan Ave.
Jackson, MI 49201

Buyer

Attention:

This Agreement supersedes and cancels, as of the effective date hereof, the following contract between the parties hereto:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective officers.

Effective Date: 11/01/1993 Status: Effective
FERC Docket: RS92- 7-001

Original Sheet No. 32 Original Sheet No. 32 : Superseded

FORM OF SERVICE AGREEMENT
(For Use Under MGS's Rate Schedule FS)
(Continued)

ATTEST:

MICHIGAN GAS STORAGE COMPANY
(MGS)

Secretary

By _____

Its _____

ATTEST:

(Buyer)

Secretary

By _____

Its _____

Effective Date: 01/01/1997 Status: Effective
FERC Docket: RP96-290-000

First Revised Sheet No. 33 First Revised Sheet No. 33 : Superseded
Superseding: Original Sheet No. 33

RATE SCHEDULE IS
INTERRUPTIBLE STORAGE SERVICE

1. AVAILABILITY

This Rate Schedule is available to any party ("Buyer") for the purchase of storage service from Michigan Gas Storage Company ("MGS"), if the Buyer and MGS have executed a Service Agreement in the form included in this tariff. Buyer must separately arrange for necessary transportation to facilitate the storage service provided hereunder.

The service provided under this Rate Schedule shall be provided subject to the provisions of the Service Agreement to be executed between Buyer and MGS, and the General Terms and Conditions of this tariff.

2. APPLICABILITY AND CHARACTER OF SERVICE

Service under this rate schedule shall include: the interruptible injection of Gas into storage up to the Maximum Daily Injection Quantity (MDIQ); the interruptible storage of such gas, up to the Maximum Storage Quantity (MSQ); and, the interruptible withdrawal of such gas up to the Maximum Daily Withdrawal Quantity (MDWQ).

3. CONDITIONS OF SERVICE

3.1 Request for Service

In order to request service pursuant to this Rate Schedule, a potential Shipper shall make such request for service by phone or facsimile, or in writing to Transporter. Transporter will respond to such request within ten (10) business days. If such request is denied, Transporter will inform the requestor in writing of such denial, and the reasons therefore.

3.2 Credit Worthiness

Seller shall not be required to commence service or to continue to provide service under this Rate Schedule for any Buyer, who at MGS's reasonable discretion, fails to demonstrate minimal credit worthiness.

MGS may perform service for such Buyer under this Rate Schedule if said Buyer, upon notice of noncredit worthiness from MGS, (i) deposits and maintains a prepayment of an amount equal to three (3) Months of the cost of MGS's billings under its Service Agreement for performing such service at the full MSQ or (ii) Buyer furnishes within fifteen (15) Days good and sufficient security, as determined reasonably by MGS of a continuing nature and in an amount equal to the cost of MGS's billings under its Service Agreement for performing said service at the full MSQ, for a period of three (3) Months. MGS may, without waiving any rights or remedies it may have, suspend further service until such security is received after any necessary authorizations by any regulatory bodies having jurisdiction.

Effective Date: 01/01/1997 Status: Effective

FERC Docket: RP96-290-001

Second Revised Sheet No. 34 Second Revised Sheet No. 34 : Superseded

Superseding: First Revised Sheet No. 34

RATE SCHEDULE IS
INTERRUPTIBLE STORAGE SERVICE
(continued)

3.3 General Terms and Conditions

The General Terms and Conditions of this Tariff are applicable to this Rate Schedule.

4. RATES AND CHARGES

Subject to modifications that may be imposed and/or authorized by the FERC, each month Buyer shall, where applicable, pay MGS the following amounts:

4.1 Storage Charges

a. Inventory Charge

An Inventory Rate per dth as shown on effective Tariff Sheet No. 5, multiplied by the amount of Buyer's Gas in dth in Storage.

b. Injection Charge

An Injection Rate per dth as shown on effective Tariff Sheet No. 5, multiplied by the quantity of Gas injected into Storage by MGS on behalf of Buyer.

c. Withdrawal Charge

A Withdrawal Rate per dth as shown on effective Tariff Sheet No. 5, multiplied by the quantity of Gas withdrawn from Storage by MGS on behalf of Buyer.

4.2 Overrun Service Charge

To the extent Buyer exceeds the MSQ, specified in the executed Service Agreement, Shipper shall be subject to an appropriate overrun service charge as provided for on Tariff Sheet No. 5. In the event that Buyer exceeds the MDIQ or MDWQ, specified in the Service Agreement, Buyer shall be subject to the applicable injection rate per dth or withdrawal rate per dth as shown on effective Tariff Sheet No. 5.

4.3 Surcharges

Shipper shall pay all surcharges specified in Section 25 of the General Terms and Conditions or which otherwise may be applicable to service under this Rate Schedule from time to time.

5. REIMBURSEMENT OF FUEL

Shipper shall reimburse MGS in-kind for fuel required in providing service under this rate schedule in addition to the payments made pursuant to Section 4 of this rate schedule. This currently effective fuel reimbursement percentages are set forth on Tariff Sheet No. 5.

6. CONDITIONS OF INJECTION AND WITHDRAWAL

6.1 Maximum Daily Injection Quantity

The MDIQ may not exceed the MSQ divided by 200.

Effective Date: 01/01/1997 Status: Effective
FERC Docket: RP96-290-000

First Revised Sheet No. 35 First Revised Sheet No. 35 : Superseded
Superseding: Original Sheet No. 35

RATE SCHEDULE IS
INTERRUPTIBLE STORAGE SERVICE
(continued)

6.2 Maximum Daily Withdrawal Quantity

The MDWQ may not exceed .8% of the MSQ. The actual maximum daily withdrawal quantity shall be subject to the operating tolerances set forth in the General Terms and Conditions, Section 3.1(b).

6.3 Cycling Requirements

Buyer must withdraw by March 31 of each contract year at least 80% of the maximum stored quantity during that contract year. Failure to withdraw sufficient quantities of gas will result in forfeiture of any excess balance.

7. SERVICE IN EXCESS OF MSQ, MDIQ, AND MDWQ

Shipper may request MGS to provide service to Shipper on any day in excess of Shipper's MSQ, MDIQ, and/or MDWQ. MGS may do so if, in its sole judgement, it can do so without adverse effect on MGS's operations and/or in meeting its other service obligations. Such decision shall be solely within the judgement and discretion of MGS.

All such excess service quantities shall be paid for at the applicable Overrun Service Rates specified on the effective Tariff Sheet No. 5, and in Section 4.2, and shall include an allowance for fuel reimbursement in accordance with Section 5.

8. MARKETING AFFILIATE REGULATIONS

Consistent with the General Terms and Conditions of this tariff, Shipper shall also provide all information necessary for Michigan Gas Storage Company to comply with Marketing Affiliate reporting requirements, including those in 18 CFR Section 161.

Effective Date: 12/01/1999 Status: Effective
FERC Docket: RP00- 33-000

First Revised Sheet No. 36 First Revised Sheet No. 36 : Superseded
Superseding: Original Sheet No. 36

FORM OF SERVICE AGREEMENT
(For Use Under MGS's Rate Schedule IS)
(continued)

Contract Number _____

THIS AGREEMENT entered into this _____ day of (mo) _____ ,
(Yr) _____ , by and between MICHIGAN GAS STORAGE COMPANY, ("MGS") and
_____, hereinafter referred to as
("Buyer"),

W I T N E S S E T H

WHEREAS, Buyer has requested MGS to store Gas on its behalf on an
interruptible basis; and,

WHEREAS, MGS may have capacity available on an interruptible basis from
time to time to perform the service for the benefit of Buyer.

NOW, THEREFORE, MGS and Buyer agree as follows:

ARTICLE I

GAS STORAGE SERVICE

1. MGS's service hereunder shall be subject to receipt of all requisite
regulatory authorizations from the Federal Energy Regulatory
Commission ("FERC"), or any successor regulatory authority, in a
manner and form acceptable to MGS.
2. Subject to the terms and provisions of this Service Agreement and of
MGS's Rate Schedule IS, Buyer agrees to deliver or cause to be
delivered to MGS Gas for storage and MGS agrees to receive and store
Gas for the account of Buyer, on an interruptible basis, the
following quantities:

Maximum Storage Quantity (MSQ) _____ dth

Maximum Daily Injection Quantity (MDIQ) _____ dth per day

Maximum Daily Withdrawal Quantity (MDWQ) _____ dth per day

ARTICLE II

TERM OF AGREEMENT

This agreement shall be effective as of (mo) _____ , (yr) _____ and
shall remain in force and effect through (mo) _____ , (yr) _____.
Buyer agrees that the expiration of such term shall constitute Buyer's
acceptance of the abandonment of such service.

ARTICLE III

RATE SCHEDULE AND PRICE

1. Buyer shall pay MGS for Service provided to Buyer hereunder in
accordance with MGS's Rate Schedule IS and the applicable provisions
of the General Terms and Conditions of MGS's F.E.R.C. Gas Tariff as
filed with the Federal Energy Regulatory Commission as the same may
be amended or superseded from time to time. Such Rate Schedule and
General Terms and Conditions are by this reference made a part
hereof.

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 7-001

Original Sheet No. 37 Original Sheet No. 37 : Superseded

FORM OF SERVICE AGREEMENT
(For Use Under MGS's Rate Schedule IS)
(Continued)

2. It is further agreed that MGS may unilaterally seek authorization from the Commission for such rate adjustments as may be found necessary to assure MGS just and reasonable rates. Nothing herein contained shall be construed to deny Buyer any rights it may have under the Natural Gas Act, as amended, including the right to participate fully in rate proceedings by intervention or otherwise to contest increased rates in whole or in part.

ARTICLE IV
NOTICE

1. Except as may be otherwise provided, any notice, demand, statement or bill provided for in this Agreement or any notice which a party may desire to give to the other shall be in writing and mailed by regular mail to the following addresses:

MGS

Michigan Gas Storage Company
212 West Michigan Ave.
Jackson, MI 49201

Buyer

Attention:

This Agreement supersedes and cancels, as of the effective date hereof, the following contract between the parties hereto:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective officers.

Effective Date: 11/01/1993 Status: Effective
FERC Docket: RS92- 7-001

Original Sheet No. 38 Original Sheet No. 38 : Superseded

FORM OF SERVICE AGREEMENT
(For Use Under MGS's Rate Schedule IS)
(Continued)

ATTEST:

MICHIGAN GAS STORAGE COMPANY
(MGS)

Secretary

By _____

Its _____

ATTEST:

(Buyer)

Secretary

By _____

Its _____

Third Revised Sheet No. 41 Third Revised Sheet No. 41 : Superseded
Superseding: Second Revised Sheet No. 41

GENERAL TERMS AND CONDITIONS
(continued)

- (ii) The Actual Maximum Daily Withdrawal Quantity (AMDWQ) for under Rate Schedules FS and IS is subject to the following operational constraints:

If the actual quantity in Storage is greater than 25% of the MSQ, then the AMDWQ shall be equal to the MDWQ.

If the actual quantity in Storage is less than or equal to 25% of the MSQ, but greater than 10% of the MSQ, then the AMDWQ shall be equal to 3% of the actual quantity of Gas in Storage.

If the actual quantity in Storage is equal to or less than 10% of the MSQ, then the AMDWQ shall be equal to .25% of the MSQ.

3.2 Treatment of Gas

Transporter reserves the right to subject or permit the subjection of the Gas to be transported hereunder to compression, cooling, cleaning, or other processes to such an extent as may be required in Transporter's sole opinion for its transmission from the Point of Receipt to the Point of Delivery. Nothing contained herein shall be construed so as to prevent the use of conventional separation equipment, including low temperature wellhead separation units, prior to the delivery of Gas to Transporter hereunder.

3.3 Nominations For Next Day Service

Shipper shall furnish Transporter's Gas Control Coordinator with a nomination by 11:30 AM Central Clock Time showing the estimated daily quantities of Gas it desires Transporter to transport and/or store during such Day, and any subsequent days. Such nomination may be made in writing, by facsimile, or such other means as may be posted on Transporter's EBB.

All nominations have a prospective effect only unless otherwise agreed to between Transporter and Shipper, and should include Shipper defined begin dates and end dates, and shall have roll-over options. Specifically, Shippers should have the ability to nominate for several days, months, or years, provided the nomination begin and end dates are within the term of Shipper's contract. All nominations should be considered original nominations and should be replaced to be changed. When a nomination for a date range is received, each day within that range is considered an original nomination. When a subsequent nomination is received for one or more days within that range, the previous nomination is superseded by the subsequent nomination only to the extent of the days specified. The days of the previous nomination outside the range of the subsequent nomination are unaffected.

Overrun quantities shall be requested on a separate transaction, and shall be subject to the limitations set forth in Section 3.7. If Shipper fails to provide a nomination, Transporter shall deem Shipper's nomination to be zero.

The timeline for nominations in Central Clock Time for service beginning on the next Gas Day shall be as follows:

- 11:30 AM - Nomination leaves control of Shipper
- 11:45 AM - Transporter receives nomination
- 12:00 PM - Transporter provides quick response for validity of data elements
- 3:30 PM - Receipt of completed confirmations by Transporter from upstream and downstream connected parties
- 4:30 PM - Scheduled quantities made available by Transporter for receipt by Shipper

Unless otherwise advised, Shipper's nomination is deemed to be confirmed.

Effective Date: 08/01/1999 Status: Effective
FERC Docket: RP99-396-000

Fourth Revised Sheet No. 41A Fourth Revised Sheet No. 41A : Superseded
Superseding: Substitute Third Revised Sheet No. 41A

GENERAL TERMS AND CONDITIONS
(continued)

3.4 Intra-day Nominations

An intra-day nomination is any nomination submitted after the deadline set forth in Section 3.3 whose effective time is no earlier than the beginning of the gas day and runs through the end of that gas day. An intra-day nomination shall not roll-over, and shall not replace the remainder of a standing nomination. There is no need to renominate if the intra-day nomination modifies the existing nomination. The nomination should include Shipper defined begin dates and end dates. A nomination should be considered an original nomination, and should be replaced to be changed and shall have a prospective effect only unless otherwise agreed to between Transporter and Shipper. The intra-day nomination shall include an effective date and time and daily quantity to be transported. Shipper and Transporter shall agree on the hourly flows of the intra-day nomination, however, Transporter shall not be obligated to transport an hourly amount greater than one-twenty-fourth of Shipper's MDQ. An intra-day nomination may be utilized to request increases or decreases in gas flow and/or changes to receipt and/or delivery points of scheduled gas. Shipper may submit intra-day nominations at least four hours prior to the commencement of the requested change in gas flow, subject to confirmation and verification and Transporter's operating conditions.

Thus, Transporter will support the following standard nomination cycles:

The Evening Nomination Cycle: 6:00 pm for nominations leaving control of the nominating party; 6:15 pm for receipt of nominations by the transporter; 6:30 pm to send Quick Response; 9:00 pm for receipt of completed confirmations by transporter from upstream and downstream connected parties; 10:00 pm for Transportation Service Provider to provide scheduled quantities to affected shippers and point operators, and to provide scheduled quantities to bumped parties (notice to bumped parties), (central clock time on the day prior to flow).

Scheduled quantities resulting from an Evening Nomination that does not cause another Service Requester on the subject Transportation Service Provider to receive notice that it is being bumped should be effective at 9:00 am on gas day; and when an Evening Nomination causes another Service Requester on the subject Transportation Service Provider to receive notice that it is being bumped, the scheduled quantities should be effective at 9:00 am on gas day.

Effective Date: 11/02/1998 Status: Effective

FERC Docket: RP99- 70-003

Original Sheet No. 41B Original Sheet No. 41B : Superseded

GENERAL TERMS AND CONDITIONS

(continued)

The Intraday 1 Nomination Cycle: 10:00 am for nominations leaving control of the nominating party; 10:15 am for receipt of nominations by the transporter; 10:30 am to send Quick Response; 1:00 pm for receipt of completed confirmations by transporter from upstream and downstream connected parties; 2:00 pm for Transportation Service Provider to provide scheduled quantities to affected shippers and point operators, and to provide scheduled quantities to bumped parties (notice to bumped parties), (central clock time on the gas day). Scheduled quantities resulting from Intraday 1 Nominations should be effective at 5:00 pm on gas day. The Intraday 2 Nomination Cycle: 5:00 pm for nominations leaving control of the nominating party; 5:15 pm for receipt of nominations by the transporter; 5:30 pm to send Quick Response; 8:00 pm for receipt of completed confirmations by transporter from upstream and downstream connected parties; 9:00 pm for Transportation Service Provider to provide scheduled quantities to affected shippers and point operators (central clock time on the gas day). Scheduled quantities resulting from Intraday 2 Nominations should be effective at 9:00 pm on gas day. Bumping is not allowed during the Intraday 2 Nomination Cycle.

Transporter shall give scheduling priority to an intra-day nomination submitted by a firm shipper over nominated and scheduled volumes for interruptible shippers, provided that the firm shipper's intra-day nomination is to be effective by 5:00 PM of the gas day in question. Bumping that affects transactions on multiple Transportation Service Providers should occur at grid-wide synchronization times only. When an interruptible shipper's scheduled volumes are to be reduced as a result of an intra-day nomination by a firm shipper, the interruptible shipper shall be provided with advance notice of such reduction by telephone or facsimile.

3.5 Delivery of Gas

Based upon the daily quantity nominated, the quantities actually received, and after making adjustment for any prior imbalance in deliveries, MGS shall daily make delivery, to the extent practicable, of Equivalent Quantities of Gas at the Point of Delivery.

3.6 Hourly Variation

Deliveries shall be made at uniform hourly rates to the extent practicable.

3.7 Limitation on Obligation

- (a) Should the quantities of Gas received by Transporter at the Point of Receipt exceed the Maximum Daily

GENERAL TERMS AND CONDITIONS
(continued)

Quantity, Transporter will, in good faith, attempt to transport the same, but in the event any such excess delivery would jeopardize the safety of Transporter's operations and/or its ability to meet its contract commitments to others, such decisions being solely within the judgement and discretion of Transporter, Transporter shall have the right to refuse to deliver, without any liability on the part of Transporter to Shipper or any other person, all or such part of said excess delivery as Transporter, in its sole judgement and discretion, deems necessary, and shall notify Shipper accordingly.

(b) Should the quantities of gas injected into or withdrawn from storage exceed the MSQ, MDIQ, or MDWQ, MGS will, in good faith, attempt to provide the service requested, but in the event any such excess service would jeopardize the safety of MGS's operations and/or its ability to meet its contract commitments to others, such decisions being solely within the judgement and discretion of MGS, MGS shall have the right to deny, without any liability on the part of MGS to Shipper or any other person, all or such part of said excess service as MGS, in its sole judgement and discretion, deems necessary, and shall notify Shipper accordingly.

3.8 Adjustments to Equivalent Quantities

Following receipt of Monthly statements, the parties shall adjust the receipts and deliveries of Gas within sixty (60) Days if practicable, to balance any excess or deficiency. In the event the quantities of Gas received and delivered are not in balance at the end of the term of the Agreement, then such balance shall be achieved within sixty (60) Days by extending receipts or deliveries as applicable at the appropriate Point of Receipt or Point of Delivery until such balance is achieved or by such other method as is then mutually agreed upon by the parties hereto. To the extent that the monthly imbalance exceeds five (5)% of actual deliveries the balancing provisions of Rate Schedules FT and IT may be invoked.

3.9 Pressure at Point of Receipt

Shipper shall cause the Gas to be delivered at the Point of Receipt at a pressure sufficient to allow the Gas to enter Transporter's existing pipeline system.

3.10 Pressure at Point of Delivery

Transporter shall redeliver the Gas to Shipper at the Point of Delivery hereunder at its prevailing line pressure as such may vary from time to time.

3.11 Limitation of Service

MGS shall not be required to perform service under the Agreement on behalf of any party that fails to comply with any and all of the terms of the Agreement and with these General Terms and Conditions, provided that if service has already begun, Transporter may terminate the service after any necessary authorizations by any regulatory bodies having jurisdiction.

GENERAL TERMS AND CONDITIONS
(continued)

3.12 Termination of Service Agreement

If a Shipper that has executed a Service Agreement for service fails, on the date service is to commence or fifteen (15) Days after the Shipper executes the Agreement or the completion of construction of any necessary facilities (subject to Article 15 of these General Terms and Conditions) or the issuance of any necessary certificate authorization (whichever is latest), to nominate pursuant to Section 3.3 of these General Terms and Conditions any quantity of gas for transportation and/or storage or fails to tender any gas for transportation and/or storage, the Shipper's Service Agreement shall be terminated and the Shipper's request for service shall be deemed null and void; provided, however, that the Shipper's Service Agreement shall not be terminated nor shall the Shipper's request for service be deemed null and void if the Shipper's failure to nominate or tender is caused by an event of force majeure as defined in Section 9 of these General Terms and Conditions or by Transporter's inability to make capacity available.

4. MEASUREMENT

- 4.1 (a) The volume of Gas delivered hereunder shall be measured by one of the following methods:
- (i) An orifice meter, designed, installed, maintained and operated as recommended in the latest issue of American National Standard ANSI/API 2530 (American Gas Association Gas Measurement Report No.3), entitled "Orifice Metering of Natural Gas and Other Related Hydrocarbon Fluids," as such publication may be revised from time to time (hereinafter referred to as "AGA Report No. 3"); or
 - (ii) A turbine meter, designed, installed, maintained and operated as recommended in the latest issue of American Gas Association Transmission Measurement Committee Report No. 7, entitled "Measurement of Fuel Gas by Turbine Meters," as such publication may be revised from time to time (hereinafter referred to as "AGA Report No. 7"); or
 - (iii) A positive displacement meter, installed and operated in accordance with generally accepted industry practices.
- 4.1(b) Auxiliary measuring equipment, if installed, shall be installed, maintained and operated in accordance with generally accepted industry practices.
- 4.2(a) The volume of Gas delivered hereunder shall be calculated by means of an electronic flow computer or by the processing of meter charts, but in either case in the following manner:

GENERAL TERMS AND CONDITIONS
(continued)

- (1) At intervals of not more than six (6) Months, by means of an instrument of standard manufacture accepted in the industry for this purpose using a sample of Gas from the Gas stream.
 - (2) By means of an instrument of standard manufacture accepted in the industry for this purpose installed at a point to measure the specific gravity of the Gas stream from which Gas is being delivered.
 - (vi) The compressibility ratio factor "s" used in computing the volume of Gas delivered through a turbine meter or a positive displacement meter shall be determined by the equation $s = (Fpv)^2$, in which "Fpv" is the supercompressibility factor determined as described in subparagraph (iv) of this subsection (b).
 - (vii) In determining the flowing temperature factor, supercompressibility factor, and compressibility ratio factor "s" for use in computing the volume of Gas delivered through a meter, the flowing gas temperature for only the period(s) of time that Gas was flowing through the meter shall be used.
- 4.3 All flow, measuring, testing and related equipment shall be of standard manufacture and type approved by Transporter. If applicable, Transporter or Shipper may install check measuring equipment, provided that such equipment shall be so installed as not to interfere with the operations of the Transporter. Transporter, or Shipper, in the presence of the other party, shall have access to measuring equipment at all reasonable times, but the reading, calibrating, and adjusting thereof and the changing of charts shall be done by the Transporter of the facilities. Transporter or Shipper shall have the right to be present at the time of the installing, reading, cleaning, changing, repairing, inspecting, testing, calibrating or adjusting done by the Transporter of the measuring equipment. The records from such measuring equipment shall remain the property of the Transporter, but upon request, the other party may request records, and charts, together with calculations there from for inspection, subject to return within (30) Days after receipt thereof. Reasonable care shall be exercised in the installation, maintenance and operation of the measuring equipment so as to avoid any inaccuracy in the determination of the volume of Gas received and delivered. The accuracy of all measuring equipment shall be verified by the Transporter at reasonable intervals, and if requested, in the presence of representatives of the other party, but neither Transporter nor Shipper shall be required to verify the accuracy of such equipment more frequently than once in any thirty (30) Day period. If either party at any time desires a special test of any measuring equipment, it will promptly notify the other party and the parties shall then cooperate to secure a prompt verification of the accuracy of such equipment.

Second Revised Sheet No. 46 Second Revised Sheet No. 46 : Superseded
Superseding: First Revised Sheet No. 46

GENERAL TERMS AND CONDITIONS
(continued)

If, upon any test, any measuring equipment is found to be in error, such errors shall be taken into account in a practical manner in computing the deliveries. If the resultant aggregate error in the computed receipts or deliveries is not more than two percent (2%), then previous receipts or deliveries shall be considered accurate. All equipment shall, in any case, be adjusted at the time of test to record correctly. If, however, the resultant aggregate error in computing receipts or deliveries exceeds two percent (2%) at a recording corresponding to the average hourly rate of Gas flow for the period since the last preceding test, the previous recordings of such equipment shall be corrected to zero error for any period which is known definitely or agreed upon, but in case the period is not known definitely or agreed upon, such correction shall be for a period extending over one-half of the time elapsed since the date of the last test, not exceeding a correction period of sixteen (16) Days.

4.4 In the event any measuring equipment is out of service, or is found registering inaccurately and the error is not determinable by test, previous recordings of receipts or deliveries through such equipment shall be determined as follows, provided however, that the correction period shall not exceed six (6) months and that Parties' other statutory or contractual rights shall not otherwise be diminished by this standard:

- (a) By using the registration of any check meter or meters, if installed and accurately registering, or in the absence of (a);
- (b) By correcting the error if the percentage of error is ascertainable by calibration, special test or mathematical calculation, or in the absence of both (a) and (b) then;
- (c) By estimating the quantity of receipt or delivery, based on receipts or deliveries during preceding periods under similar conditions, when the meter was registering accurately.

4.5 If at any time during the term hereof, a new method or technique is developed with respect to Gas measurement or the determination of the factors used in such Gas measurement, such new method or technique may be substituted upon mutual agreement thereto by both parties.

4.6 The parties agree to preserve for a period of at least three (3) years or such longer period as may be required by public authority, all test data, charts, if any, and other similar records.

5. QUALITY

5.1 Heat Content

Heat content shall mean the gross heating value per cubic foot of Gas delivered at the Point of Receipt and Point of Delivery. The Gas at the Point of Receipt shall not have a heat content less than 965 BTU or greater than 1,110 BTU per cubic foot when determined on a dry basis. The total heating value per cubic foot of Gas at the Points or Receipt or Delivery shall be determined by one of the following methods:

GENERAL TERMS AND CONDITIONS
(continued)

- (d) Shall not at any time have any oxygen content in excess of three percent (3%) by volume and the parties hereto shall make every reasonable effort to keep the Gas free of oxygen;
- (e) Shall not contain, as nearly as practicable, any free water nor contain more than seven (7) pounds of water vapor per million cubic feet of Gas;
- (f) Shall not at any time have carbon dioxide content in excess of two percent (2%) by volume;
- (g) Shall be delivered at a temperature not in excess of one hundred twenty degrees (120p) Fahrenheit or less than forty degrees (40p) Fahrenheit; and
- (h) Gas shall be fully interchangeable in accordance with the provisions of AGA Research Bulletin No. 36.

5.3 Failure To Meet Receipt Specifications

Should any Gas tendered for delivery to Transporter hereunder fail at any time to conform to any of the specifications of this Article, Transporter shall notify Shipper of any such failure and Transporter may at its option suspend all or a portion of the receipt of any such Gas, and it shall be relieved of its obligations hereunder for the duration of such time as the Gas does not meet such specifications.

5.4 Failure to Meet Delivery Specifications

Should any Gas tendered for redelivery by Transporter hereunder fail at any time to conform to any of the specifications of this Article, Shipper shall notify Transporter of any such failure and Transporter shall make a diligent effort to correct such failure by treatment consistent with prudent operations and by means which are economically feasible in Transporter's opinion so as to deliver Gas conforming to the above specifications. If Transporter is unable to redeliver Gas conforming to the above specifications, Shipper may at its option suspend delivery of all or a portion of the Gas to be transported, and it shall be relieved of its obligations hereunder for the duration of such time as the Gas does not meet such specifications.

5.5 Commingling

It is recognized that Gas delivered by Shipper will be commingled with other Gas transported hereunder by Transporter. Accordingly, the Gas of Shipper shall be subject to such changes in heat content as may result from such commingling and Transporter shall, notwithstanding any other provision herein, be under no obligation to redeliver for Shipper's account, Gas of a heat content identical to that caused to be delivered by Shipper to Transporter.

Effective Date: 06/01/1997 Status: Effective

FERC Docket: RP97-152-003

Second Revised Sheet No. 49 Second Revised Sheet No. 49 : Superseded

Superseding: First Revised Sheet No. 49

GENERAL TERMS AND CONDITIONS

(continued)

6. BILLING

6.1 Billing

On or before the ninth (9) Business Day of each month, MGS shall render to Shipper a billing of charges for service rendered in the preceding Month. The imbalance statement shall be rendered prior to or with the invoice. If Shipper has contracted for multiple services with MGS, then Shipper may receive a master bill which shall contain multiple charges for the multiple services and/or contracts for which Shipper has contracted. Rendered is defined as postmarked, time-stamped, and delivered to the designated site.

Both Transporter and Shipper have the right to examine at reasonable times, books, records and charts of the other to the extent necessary to verify the accuracy of any statement, charge or computation made under or pursuant to any of the provisions hereof.

6.2 Payment

Shipper shall pay the amount due for the preceding Month by remittance to Transporter at its general office, or at such other address as Transporter shall designate, by wire transfer or by check with payment received and funds available, ten (10) Days from issuance of statement rendered by Transporter.

If presentation of a bill by Transporter is delayed after the ninth (9) Business Day of the Month, then the time of payment shall be extended accordingly unless Shipper is responsible for such delay.

Should Shipper fail to pay all of the amount of any bill as herein provided when such amount is due, interest on the unpaid portion of the bill shall accrue at the rate set under 18 C.F.R. 154.67 (c)(2)(iii) or successor regulations, from the due date until the date of payment.

If such failure to pay continues for thirty (30) Days after payment is due, Transporter, in addition to any other remedy it may have hereunder, may suspend further delivery of Gas until such amount is paid, after any necessary authorization by any regulatory bodies having jurisdiction; provided, however, that if Shipper in good faith shall dispute the amount of any such bill or part thereof and shall pay to Transporter such amounts, if any, as it concedes to be correct and, at any time thereafter within thirty (30) Days of a demand made by Transporter, shall furnish a good and sufficient surety bond in an amount and with surety satisfactory to Transporter, guaranteeing payment to Transporter of the amount ultimately found due upon such bill after a final determination which may be reached either by agreement or judgement of the courts, as may be the case, then Transporter shall not be entitled to suspend further delivery of such Gas unless and until default be made in the conditions of such bond.

Second Revised Sheet No. 50 Second Revised Sheet No. 50 : Superseded
Superseding: First Revised Sheet No. 50

GENERAL TERMS AND CONDITIONS
(continued)

6.3 Adjustment of Billing Errors

If it shall be found that at any time or times Shipper has been overcharged or undercharged due to an error in allocated quantities or rate billed in any statement rendered by Transporter other than government required rate changes, and Shipper shall have actually paid the bills containing such overcharge or undercharge, then within thirty (30) Days after the final determination thereof, either Transporter shall refund the amount of any such overcharge or Shipper shall pay the amount of any such undercharge. In the event an error is discovered in the amount billed in any statement rendered by Transporter, such error shall be adjusted within thirty (30) Days of the determination thereof. Prior period adjustment time limits should be six (6) months from the date of the initial transportation invoice and seven (7) months from date of initial sales invoice with a three (3) month rebuttal period, excluding government-required rate changes. This standard shall not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact. If the parties are unable to agree on the adjustment of any claimed error, any resort by either of the parties to legal proceedings shall be commenced within fifteen (15) Months after the supposed cause of action is alleged to have arisen, or shall thereafter be forever barred.

In the event that an error is found in the measured quantity, such error shall be adjusted within thirty (30) days after the final determination thereof, provided that claim shall have been made in writing within six (6) Months from the applicable Month. The party to whom the adjustment applies shall have three (3) Months for rebuttal. This timeline shall not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact.

Parties' other statutory or contractual rights shall not otherwise be diminished by this standard.

7. POSSESSION OF GAS

7.1 Responsibility for Gas

Upon receiving delivery of Gas to be transported at the Point of Receipt, Transporter shall be in exclusive control and possession of such Gas and responsible for any loss thereof, or any injury or damage caused thereby, until the same have been delivered for the account of Shipper at the Point of Delivery after which Shipper shall be in exclusive control and possession of such Gas and responsible for any injury or damage caused thereby.

GENERAL TERMS AND CONDITIONS
(continued)

Shipper warrants for itself, its successors, and assigns, that the Gas it warrants hereunder shall be free and clear of all liens, encumbrances or claims, that it will indemnify and save Transporter harmless from all suits, actions, debts, accounts, damages, costs, losses, and expenses arising from or out of any adverse claims of any and all persons to said Gas and/or to royalties, taxes, license fees, or charges thereon which are directly applicable to such delivery of Gas and that it will indemnify and save Transporter harmless from all taxes or assessments which may be directly levied and assessed upon such delivery and which are by law payable and the obligation of the party making such delivery.

9. FORCE MAJEURE

9.1 Force Majeure

If by reason of force majeure either party hereto is rendered unable, wholly or in part, to carry out its obligations under this Agreement, it is agreed that on such party giving notice and full particulars of such force majeure in writing or by telegraph to the other party within a reasonable time after the occurrence of the cause relied on, the party giving such notice, so far as and to the extent that it is affected by such force majeure, shall not be liable in damages during the continuance of any inability so caused, but for no longer period, and such cause shall so far as possible be remedied with all reasonable dispatch.

9.2 Definition

The term "force majeure" as used herein shall mean acts of God, strikes, lockouts, or other industrial disturbances; acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms (including but not limited to hurricanes or hurricane warnings), crevasses, floods, washouts; arrests and restraints of the government, either Federal or State, civil or military, civil disturbances; shutdowns for purposes of necessary repairs, relocation, or construction of facilities; breakage or accident to machinery or lines of pipe; the necessity for testing (as required by governmental authority or as deemed necessary by the testing party for the safe operation thereof), the necessity of making repairs or alterations to machinery or lines of pipe; failure of surface equipment or pipelines; accidents, breakdowns, inability of any party hereto to obtain necessary materials, supplies or permits, or labor to perform or comply with any obligation or condition of this Agreement, rights of way; and any other causes, whether of the kind herein enumerated or otherwise which are not reasonably in control of the party claiming suspension. It is understood and agreed that the settlement of strikes or lockouts or controversies with landowners involving rights of way shall be entirely within the discretion of the party having the difficulty and that the above requirement that any force majeure shall be remedied with all reasonable dispatch

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FERC Docket: RP96-290-000

First Revised Sheet No. 52 First Revised Sheet No. 52 : Superseded
Superseding: Original Sheet No. 52

GENERAL TERMS AND CONDITIONS
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shall not require the settlement of strikes or lockouts or controversies with landowners involving rights of way by acceding to the demands of the opposing party when such course is inadvisable in the discretion of the party having difficulty.

9.3 Limitations

Such force majeure affecting the performance hereunder by either Transporter or Shipper, however, shall not relieve such party of liability in the event of concurring negligence or in the event of failure to use due diligence to remedy the situation and to remove the cause in an adequate manner and with all reasonable dispatch, nor shall such causes or contingencies affecting such performance relieve either party from its obligations to make payments as then due determined hereunder.

10. LINE PACK

Transporter shall have the right, but not the obligation, to provide sufficient quantities of Gas to initially pack Transporter's line by purchase of such Gas from Shipper. If Transporter exercises its right to purchase Gas from Shipper, Transporter shall reimburse Shipper for its delivered cost of such Gas.

11. LATERAL FACILITIES POLICY

Transporter's Lateral Facilities Policy, is as follows:

- (a) Transporter is engaged in the business of transporting Gas in interstate commerce.
- (b) Transporter shall not be required to own, build, or contribute to the cost of building any lateral facilities. In the event that Transporter agrees to own, build or contribute to the cost of building any lateral facilities, it shall do so on a not unduly discriminatory basis, and may require the reimbursement of costs associated therewith as agreed to by the parties.
- (c) Nothing in this policy statement shall require Transporter to file an application for a certificate of public convenience and necessity under Section 7(c) of the Natural Gas Act. Nothing in this policy statement, further, shall prevent Transporter from contesting an application for service filed pursuant to Section 7(a) of the Natural Gas Act. Transporter reserves the right to seek a waiver of the policy set forth herein, for good cause shown, during any proceeding before the Commission instituted under Section 7 of the Natural Gas Act.

GENERAL TERMS AND CONDITIONS
(continued)

13.3 Capacity Restoration

Upon the availability of capacity due to the end of curtailment, Transporter will restore services in the reverse order of their curtailment.

14. MISCELLANEOUS

14.1 Waivers

No waiver by either Transporter or Shipper of any one or more defaults by the other in the performance of any provisions hereunder shall operate or be construed as a waiver of any future default or defaults, whether of a like or a different character.

14.2 Assignments

Any company which shall succeed by purchase, merger or consolidation to the properties, substantially as an entirety, of Shipper or of Transporter, as the case may be, shall, if eligible, be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Agreement; and either party may assign or pledge this Agreement under the provisions of any mortgage, deed of trust, indenture, or similar instrument which it has executed or may execute hereafter covering substantially all of its properties; otherwise neither party shall assign this Agreement or any of its rights hereunder unless it first shall have obtained the consent thereto in writing of the other party, except that both parties may assign this Agreement or any part thereof to an affiliated company; provided further, however, that neither party shall be released from its obligations hereunder without the consent of the other party.

14.3 Regulations

This Agreement, and all terms and provisions contained herein, and the respective obligations of the parties hereunder are subject to valid laws, orders, rules, and regulations of duly constituted authorities having jurisdiction.

14.4 Interpretation of Laws

The agreement shall be interpreted, performed and enforced in accordance with the laws of the State of Michigan.

14.5 Counterparts

The Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

Effective Date: 05/01/2001 Status: Effective

FERC Docket: RP01-358-000

Sixth Revised Sheet No. 54A Sixth Revised Sheet No. 54A : Superseded
Superseding: Fifth Revised Sheet No. 54A

GENERAL TERMS AND CONDITIONS
(continued)

14.6 Standard Business Practices

Transporter has adopted all of the Business Practices and Electronic Communication Standards which were incorporated in 18 CFR Section 284.10(b) in accordance with Order Nos. 587, 587-B, 587-C, 587-G, 587-H and 587-K issued in Docket No. RM96-1-000 and has adopted all those that were incorporated in accordance with Order No. 587-M, except for those regarding which Transporter has sought a waiver or extension of time.

In addition to the standards reflected in other portions of this tariff, the following GISB Standards, definitions, data sets, and agreements are incorporated herein by reference:

Version 1.3:

1.4.1, 1.4.2, 1.4.3, 1.4.4, 1.4.5, 1.4.6, 1.4.7

4.3.9

5.4.1, 5.4.2, 5.4.3, 5.4.4, 5.4.5, 5.4.6, 5.4.7, 5.4.8, 5.4.9, 5.4.10,
5.4.11, 5.4.12, 5.4.13, 5.4.14, 5.4.15, 5.4.16, 5.4.17

GENERAL TERMS AND CONDITIONS
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Version 1.4:

1.2.1, 1.2.2, 1.2.3, 1.2.5, 1.2.6, 1.2.8, 1.2.9, 1.2.10, 1.2.11, 1.2.12,
1.3.2(v), 1.3.2(vi), 1.3.3, 1.3.4, 1.3.8, 1.3.14, 1.3.15, 1.3.16,
1.3.17, 1.3.18, 1.3.20, 1.3.21, 1.3.22, 1.3.23, 1.3.24, 1.3.25, 1.3.26,
1.3.27, 1.3.28, , 1.3.29, 1.3.30, 1.3.31, 1.3.32, 1.3.33, 1.3.34,
1.3.35, 1.3.36, 1.3.37, 1.3.38, 1.3.39, 1.3.40, 1.3.41, 1.3.42, 1.3.43,
1.3.44, 1.3.45, 1.3.46, 1.3.47, 1.3.48, 1.3.49, 1.3.51, 1.3.53, 1.3.56,
1.3.59, 1.3.61, 1.3.62

2.2.1, 2.3.1, 2.3.2, 2.3.3, 2.3.4, 2.3.5, 2.3.6, 2.3.7, 2.3.8, 2.3.9,
2.3.10, 2.3.11, 2.3.12, 2.3.13, 2.3.15, 2.3.16, 2.3.17, 2.3.18, 2.3.19,
2.3.20, 2.3.21, 2.3.22, 2.3.23, 2.3.24, 2.3.25, 2.3.26, 2.3.27, 2.3.28,
2.3.31, 2.3.32, 2.3.33, 2.3.34, 2.3.35, 2.4.1, 2.4.2, 2.4.3, 2.4.4,
2.4.5, 2.4.6

3.3.1, 3.3.2, 3.3.3, 3.3.4, 3.3.5, 3.3.6, 3.3.7, 3.3.8, 3.3.9, 3.3.10,
3.3.11, 3.3.12, 3.3.13, 3.3.15, 3.3.16, 3.3.17, 3.3.18, 3.3.19, 3.3.20,
3.3.21, 3.3.22, 3.3.23, 3.3.24, 3.3.25, 3.4.1, 3.4.2, 3.4.3, 3.4.4

4.1.22, 4.1.23, 4.1.24, 4.1.25, 4.1.26, 4.1.27, 4.1.28, 4.1.29, 4.1.30,
4.1.31, 4.1.32, 4.1.33, 4.1.34, 4.1.35, 4.1.37, 4.1.38, 4.2.1, 4.2.2,
4.2.3, 4.2.4, 4.2.5, 4.2.6, 4.2.7, 4.2.8, 4.2.9, 4.2.10, 4.2.11, 4.2.12,
4.2.13, 4.2.14, 4.2.15, 4.2.16, 4.2.17, 4.2.18, 4.2.19, 4.3.1, 4.3.2,
4.3.3, 4.3.5, 4.3.7, 4.3.8, 4.3.10, 4.3.11, 4.3.12, 4.3.13, 4.3.14,
4.3.15, 4.3.16, 4.3.17, 4.3.18, 4.3.19, 4.3.20, 4.3.21, 4.3.22, 4.3.23,
4.3.24, 4.3.25, 4.3.26, 4.3.27, 4.3.28, 4.3.29, 4.3.30, 4.3.31, 4.3.32,
4.3.33, 4.3.34, 4.3.35, 4.3.36, 4.3.37, 4.3.38, 4.3.39, 4.3.40, 4.3.41,
4.3.42, 4.3.44, 4.3.45, 4.3.47, 4.3.48, 4.3.49, 4.3.50, 4.3.51, 4.3.52,
4.3.53, 4.3.54, 4.3.55, 4.3.57, 4.3.58, 4.3.60, 4.3.63, 4.3.66, 4.3.67,
4.3.68, 4.3.72, 4.3.73, 4.3.74, 4.3.75, 4.3.76, 4.3.77, 4.3.79

5.2.1, 5.2.2, 5.3.9, 5.3.12, 5.3.17, 5.3.18, 5.3.19, 5.3.20, 5.3.21,
5.3.22, 5.3.23, 5.3.25, 5.3.27, 5.3.28, 5.3.29, 5.3.30, 5.3.31, 5.3.32,
5.3.33, 5.3.35, 5.3.36, 5.3.37, 5.3.38, 5.3.39, 5.3.40

GISB Model Trading Partner Agreement

Effective Date: 06/01/1997 Status: Effective

FERC Docket: RP97-152-003

First Revised Sheet No. 55 First Revised Sheet No. 55 : Superseded
Superseding: Original Revised Sheet No. 55

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14.7 Headings

The headings contained in the Agreement are for reference purposes only and shall not affect the meaning or interpretation of the Agreement.

15. FACILITIES

Unless otherwise agreed to by the parties, Transporter shall not be required to own, construct and install any facilities to perform the service requested by Shipper. In the event Transporter agrees to own, construct and install facilities to perform the service requested by Shipper including, but not limited to, hot tap, side valve, measurement, Gas supply lateral lines, looping and/or compression facilities, Shipper shall reimburse Transporter for all Transporter's costs associated therewith either on a lump sum or incremental fee basis, as agreed to by the parties.

16. LIMITATION OF LIABILITY

Any and all claims against Transporter, its officers, employees, agents or representatives hereunder shall be limited to the assets of Transporter and Shipper hereby waives any and all rights to proceed against the owner of Transporter.

17. COMPLAINT PROCEDURES

- (a) Complaints by Shippers and potential Shippers concerning any services offered should be directed in writing to Transporter at the following address:

Michigan Gas Storage Company
212 West Michigan Ave.
Jackson, MI 49201

- (b) Complaints shall be reviewed by such MGS personnel deemed appropriate given the nature of the complaint.
- (c) Transporter will respond initially to the complaint within forty-eight (48) hours from receipt of the complaint. Transporter will also respond in writing within thirty (30) days advising Shipper or potential Shipper of the disposition of the complaint. Complaints shall clearly indicate the person to whom the initial and subsequent responses shall be addressed and shall provide phone numbers (voice and fax) for delivery of initial responses and an address for the delivery of subsequent written response(s).

Effective Date: 12/01/1999 Status: Effective

FERC Docket: RP00- 33-000

Second Revised Sheet No. 56 Second Revised Sheet No. 56 : Superseded
Superseding: First Revised Sheet No. 56

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18. INFORMATION

Any person may request information on the availability, pricing or other terms of any service and/or capacity availability by contacting Transporter at the following address:

Michigan Gas Storage Company
212 West Michigan Ave.
Jackson, MI 49201
(517) 788-1234
Facsimile No (517) 788-0180

19. SHARED OPERATING PERSONNEL AND FACILITIES

No operating personnel or facilities are shared by Transporter and its marketing affiliate(s).

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First Revised Sheet No. 57 First Revised Sheet No. 57 : Superseded
Superseding: Original Sheet No. 57

SHEETS NO. 57, 58, & 59 ARE

RESERVED FOR FUTURE USE

Effective Date: 11/01/1993 Status: Effective
FERC Docket: RS92- 7-001

Original Sheet No. 58 Original Sheet No. 58 : Superseded

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- 9. Requested Maximum Daily Quantity: _____ dth
- 10. Requested Total Contract Quantity for requested term: _____ dth
- 11. Requested Maximum Storage Quantity: _____ dth
- 12. Requested Maximum Daily Injection Quantity: _____ dth
- 13. Requested Maximum Daily Withdrawal Quantity: _____ dth

14. Point(s) of Receipt

Location

- a. _____
- b. _____
- c. _____

(if more space is required, please attach a listing)

15. Point(s) of Delivery

Location Party Receiving Gas from MGS

- a. _____
- b. _____
- c. _____

(if more space is required, please attach a listing)

- 16. Is any supplier of gas to be transported in any transaction associated with this request affiliated with MGS? Yes _____ No _____

If yes, name of supplier and extent of affiliation between MGS and Supplier: _____

17. Producing Area of all Gas Supply Sources

County/Parish/Offshore Location State

- a. _____
- b. _____
- c. _____

(if more space is required, please attach a listing)

GENERAL TERMS AND CONDITIONS
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18. State(s) of Ultimate End User(s) of the gas:

19. Is any of the gas being transported subject to take-or-pay relief for MGS? Yes _____ No _____
If so, how much? _____

20. Identify the transporting entity that will carry the transported gas immediately before delivery to Transporter and the transporting entity that will receive the gas immediately after Transporter has performed the transportation service. _____

21. Shipper's Bank References: _____

Shipper's Affiliates (including parents, sister companies and subsidiaries, if any)

22. Has any proceeding been commenced by or against Shipper (or any of its affiliates) for relief under any bankruptcy or insolvency law or any law relating to the relief of debtors, readjustment or indebtedness, reorganization, arrangement, composition or extension? Yes _____ No _____

Has a court order been entered for the appointment of a receiver or liquidator or trustee or assignee in bankruptcy or insolvency of Shipper (or any of its affiliates) or of a substantial part of its property or for the winding up or liquidation of its affairs? Yes _____ No _____

Has any substantial part of the property of Shipper (or any of its affiliates) been sequestered or attached not to be returned to the possession of Shipper (or any of its affiliates) or released from attachment within 30 days thereafter? Yes _____ No _____

Has Shipper (or any of its affiliates) made a general assignment for the benefit of creditor or admitted its inability to pay its debts generally as they become due? Yes _____ No _____

Note: Shipper shall fully disclose to MGS any actions regarding the above described proceedings within 2 working days of any such initiated or imposed action.

23. Does Shipper certify that it qualifies for transportation service under Section 284.102 of the regulations? Yes _____ No _____

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FERC Docket: RP96-290-000

First Revised Sheet No. 60 First Revised Sheet No. 60 : Superseded
Superseding: Original Sheet No. 60

GENERAL TERMS AND CONDITIONS
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20. TRANSPORTATION UNDER SUBPART B OF 18 C.F.R. PART 284

For transportation service to be provided under Subpart B of 18 C.F.R. Part 284, Shipper must provide certification and verifying information as required by 18 CFR Section 284.102 that the requested service qualifies for transportation under Subpart B of Part 284.

21. PROCEDURES FOR ASSIGNMENT OF SERVICE RIGHTS

21.1. Assignable Service Rights

- (a) Any FT, NNS or FS Shipper ("Releasing Shipper") may release all or any portion of its firm entitlements for any period of time up to the remaining term of the Service Agreement

Effective Date: 03/27/2000 Status: Effective

FERC Docket: RP00-523-000

Third Revised Sheet No. 61 Third Revised Sheet No. 61 : Superseded

Superseding: Second Revised Sheet No. 61

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- (b) The party who accepts the Releasing Shipper's assignment ("Replacement Shipper") must execute a Service Agreement with MGS as prescribed by this tariff, except as provided in Section 21.6(a).
- (c) A Replacement Shipper may also assign its Service Agreement as a Releasing Shipper pursuant to this Section 22.
- (d) Notwithstanding any other requirements contained in these tariffs, for the period March 27, 2000 through September 30, 2002, there shall be no maximum rate for release or capacity with a term of less than one year.

21.2 Initiation of the Assignment of Service Rights

- (a) To initiate the assignment of service rights, the Releasing Shipper must execute and deliver to MGS a Release Notice in the form prescribed in Section 22.8 of the General Terms and Conditions of this tariff.
- (b) In the Release Notice, the Releasing Shipper must specify the acceptable term and minimum rate of the assignment, as well as if the assignment is subject to recall. The Releasing Shipper may specify other, nondiscriminatory conditions in the Release Notice, provided, however, that the conditions are not in conflict with the Service Agreement, the applicable Rate Schedule, or these General Terms and Conditions. The Releasing Shipper may release capacity on a volumetric basis, provided that all conditions of the release are specified in the Release Notice.

21.3 Posting

- (a) MGS will post the information provided in the Release Notice, as well as offers, bids and prearranged deals on the electronic bulletin board upon receipt, or such other time as requested by the Releasing Shipper that is in accordance with the timeline set forth in Section 22.4. The posting will include the MDQ or MSQ available for assignment, the Points of Receipt and Delivery and the released quantity for each point, the term of the assignment, whether the assignment is firm or recallable and the recall conditions, as well as the methods and rights associated with returning the previously recalled capacity to the Replacement Shipper, if applicable, the minimum rate the Releasing Shipper will accept, and any special conditions applicable to the assignment. The Releasing Shipper may express the minimum acceptable rate in dollars and cents or percents of maximum tariff rate. The Releasing Shipper should also state whether it requires a volumetric MMBtu or Dth commitment.

Effective Date: 05/01/2001 Status: Effective

FERC Docket: RP01-358-000

Third Revised Sheet No. 62 Third Revised Sheet No. 62 : Superseded
Superseding: Second Revised Sheet No. 62

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- (d) All bids for capacity will be posted on the electronic bulletin board.
- (e) All winning bids for capacity will be posted on the electronic bulletin board. The posting will include the identity of the winning bidder.

21.4 Bidding Process for Assignments

- (a) Any party may offer to accept assignment of the Service Agreement under the conditions posted in the Release Notice. Bids for released capacity will be posted on the MGS electronic bulletin board and accepted by notification to the Replacement Shipper. All winning bids for capacity including the identity of the winning bidder, will be posted on the MGS electronic bulletin board.
- (b) The capacity release timeline is set forth in Central Clock Time, and is applicable to all parties involved in the capacity release process; however it is only applicable if:
1) all information provided by the parties to the transaction is valid and the acquiring Shipper had been determined to be credit worthy before the capacity release bid is tendered, and
2) there are no special terms or conditions of the release.

- (1) Short-term releases (less than five (5) Months) On the day before nominations
 - 1:00 PM Releasing Shipper shall offer available capacity
 - 2:00 PM Bidding period ends. Evaluation period begins, during which contingency is eliminated, determination of best bid is made, and ties are broken
 - 3:15 PM Evaluation period ends. Match or award is communicated
 - 4:00 PM Match response is due
 - 5:00 PM Award posting to Replacement Shipper

On the day of nominations:

- 9:00 AM Posting of prearranged deals not subject to bid
- 10:00 AM Contract, including contract number, tendered and executed, nomination possible for next day gas flow.

- (2) Long-term releases (five (5) Months or more)
The timeline is the same as that for a short-term release except that the Releasing Shipper shall offer available

First Revised Sheet No. 62A First Revised Sheet No. 62A : Superseded
Superseding: Original Sheet No. 62A

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capacity by 1:00 PM four (4) Business Days before the bidding period ends. The bidding period ends at 2:00 PM on the Day before nominations are due.

21.5 Selection of Replacement Shipper

- (a) The Releasing Shipper may specify any reasonable and nondiscriminatory criteria to be utilized by MGS for evaluating the best bid for capacity. Capacity will be awarded to the bidder submitting the best bid. When MGS makes awards of capacity for which there have been multiple bids meeting minimum conditions, MGS shall award the bids, best bids first, until all offered capacity is awarded.
- (b) If the Releasing Shipper has not specified any criteria for determining the best bid for capacity a bid for capacity will be selected based upon the offer for that capacity which provides the greatest economic value, as defined in Section 24.2, and which meets all the conditions placed upon the assignment by the Releasing Shipper. If the offers of two or more Replacement Shippers provide the same economic value and meet all the conditions placed upon the assignment, the Replacement Shipper who tendered its offer first will receive the assignment.

For the capacity release business process timing model, only the following methodologies are required to be supported by capacity release service providers and provided to releasing shippers as choices from which they may select and, once chosen, should be used in determining the awards from the bid(s) submitted. They are: 1) highest rate, 2) net revenue and 3) present value. Other choices of bid evaluation methodology (including other releasing shipper defined evaluation methodologies) can be accorded similar timeline evaluation treatment at the discretion of the capacity release service provider. However, the capacity release service provider is not required to offer other choices, or similar timeline treatment for other choices, nor, is the capacity release service provider held to the timeline should the releasing shipper elect another method of evaluation.

- (c) If the Releasing Shipper has notified MGS in the Release Notice that it has arranged a Designated Replacement Shipper who has agreed to pay less than the applicable maximum rate for the service, and no party submits an offer for the assignment providing greater economic value, MGS will tender a Service Agreement to the Designated Replacement Shipper for execution.
- (d) If the Releasing Shipper has notified MGS in the Release Notice that it has arranged a Designated Replacement Shipper who has agreed to pay less than the applicable maximum rate for the service and a bid with a greater economic value is received for the capacity, the Designated Replacement Shipper may match that higher offer

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Superseding: Second Revised Sheet No. 63

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by executing a Service Agreement that matches the terms of the higher offer within one (1) Business Day after MGS tenders the Service Agreement to the Designated Replacement Shipper. If the Designated Replacement Shipper does not execute the Service Agreement, MGS will tender a Service Agreement to the party that submitted the offer providing the highest economic value.

- (e) If the Releasing Shipper has arranged for a Designated Replacement Shipper, such assignment shall not be extended or rolled over without posting unless the assignment is at the maximum tariff rate and there is no waiver of the rate ceiling in effect for such assignment.
- (f) Offers of and bids for capacity shall be binding until notice of withdrawal is received by MGS in writing or electronically.
- (g) Bids for capacity cannot be withdrawn after the bid period ends.

21.6 Rights and Obligations of Releasing Shipper

- (a) If the Releasing Shipper's Service Agreement is assigned permanently for the remaining term of the agreement, subject to MGS' agreement, the Releasing Shipper shall have no further responsibility or obligations under the Service Agreement.
- (b) If the aforementioned condition is not met, then the Releasing Shipper shall continue to be responsible to MGS for all reservation charges, including reservation surcharges, applicable to the Service Agreement unless MGS agrees otherwise. A credit will be included on each of the Releasing Shipper's monthly bills to reflect the reservation fee(s) invoiced to the Replacement Shipper.
- (c) When a Releasing Shipper assigns Service rights, the Service rights under the original Service Agreement will be reduced by the amount of the Service rights assigned. Any imbalance related to this reduction must be reduced to the new tolerance level in the month following the completion of the assignment to avoid any balancing charges.

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FERC Docket: RP97-152-003

First Revised Sheet No. 63A First Revised Sheet No. 63A : Superseded

Superseding: Original Sheet No. 63A

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- (d) If the Releasing Shipper wishes to recall capacity to be effective for a Gas Day, the notice shall be provided to MGS and the Replacement Shipper no later than 8:00 AM Central Clock Time on nomination day. There should be no partial day recalls of capacity.
- (e) The Releasing Shipper has the right to withdraw its offer of capacity during the bid period, where unanticipated circumstances justify and no minimum bid has been made.

21.7 Rights and Obligations of the Replacement Shipper

- (a) Unless the conditions prescribed for the assignment require otherwise, a Replacement Shipper shall (i) have all the rights and obligations specified under the applicable Rate Schedule, Service Agreement, and General Terms and Conditions, and (ii) shall be responsible for any imbalance between receipts of Gas and deliveries of Gas, and for all costs and all rates, charges, penalties and fees for Transportation or Storage service provided under the Replacement Shipper's applicable Service Agreement.
- (b) The Replacement Shipper shall initiate confirmation of prearranged deals electronically.

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FERC Docket: RP96-290-000

First Revised Sheet No. 64 First Revised Sheet No. 64 : Superseded
Superseding: Original Sheet No. 64

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21.8 Release Notice Form

MICHIGAN GAS STORAGE COMPANY
RELEASE NOTICE FORM

Send to: Michigan Gas Storage Company (MGS)
Attention: Gas Control
1945 West Parnall Road
Jackson, MI 49201

1. Complete legal name of Releasing Shipper:

2. Name of Releasing Shipper's Representative:

3. Address of Releasing Shipper:

Attention: _____
Phone: _____
4. Type of Released Service:
No Notice Service _____
Firm Transportation _____
Firm Storage _____
5. Term of Release:
Date Release is requested to commence: _____
Date Release is requested to terminate: _____
6. Maximum Daily Quantity of Release _____dth.
7. Total Contract Quantity of Release _____dth.
8. Maximum Storage Quantity of Release _____dth.
9. Maximum Daily Injection Quantity of Release _____dth.
10. Maximum Daily Withdrawal Quantity of Release _____dth.

Effective Date: 11/01/1997 Status: Effective
FERC Docket: RP97-152-004

Second Revised Sheet No. 67 Second Revised Sheet No. 67 : Superseded
Superseding: First Revised Sheet No. 67

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22. ELECTRONIC BULLETIN BOARD AND INTERNET INFORMATION

22.1 Electronic Bulletin Board

MGS has established an electronic bulletin board for use by any party. The bulletin board will be available on a nondiscriminatory basis to any party (hereinafter the "User") that has compatible equipment for electronic transmission of data. The telephone number for the MGS bulletin board is (517) 788-1305.

The electronic bulletin board will provide on-line help, a search function that permits the User to locate information concerning a specific transaction, and menus that permit the User to access separately each record in the Transportation log, notices of available capacity, and standards of conduct information. The electronic bulletin board will permit Users to electronically download a file(s). MGS will maintain and retain daily backup records of the information displayed on the electronic bulletin board for three years and permit Users to review those records, which will be archived and reasonably accessible. Information on the most recent entries will appear ahead of older information. MGS will periodically purge transactions from current electronic bulletin board files when transactions have been completed. Information that has been purged from the electronic bulletin board will be archived and will be available in hard copy for public inspection by appointment during regular business hours at MGS's principal place of business for at least three years thereafter.

Through the electronic bulletin board the User may obtain:

- (a) Information concerning the availability of capacity for firm and interruptible Services (i) at receipt points (ii) at delivery points, and (iii) in Storage fields, and whether the capacity is available from MGS directly, through exercise of a Shipper's Right of First Refusal, or through assignment from a Shipper.
- (b) Information related to the assignment of Service rights including the minimum price, terms and conditions, names of the parties to all assignments, release notices, completed assignments of less than one Month, and offers for capacity.
- (c) MGS's currently effective FERC Gas Tariff's General Terms and Conditions.

22.2 Internet Information

Transporter has established a HTML page, accessible via the Internet's World Wide Web. The currently posted information provided at this site is as follows:

- (a) Notices (critical notices, operation notices, system wide notices, etc.)

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FERC Docket: RP97-152-004

Original Sheet No. 67A Original Sheet No. 67A : Superseded

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- (b) FERC Order No 566 affiliated marketer information. (affiliate allocation log, 24 hr. discount postings, etc.)
- (c) Operationally available and unsubscribed capacity
- (d) Index of customers
- (e) Transporter's tariff (General terms and conditions and rates).

23. CONTRACTING FOR SERVICE RIGHTS

This Section governs the order in which requests for service rights shall be accommodated where capacity is not available for all valid requests. It does not govern scheduling, which is covered under Section 13.1.

23.1 Requests for Service

- (a) As firm capacity becomes available, requests for service under Rate Schedule NNS shall be fulfilled first. Then all other requests for firm service shall be fulfilled from any remaining capacity, beginning with the requested service offering the greatest economic value for the capacity available. If more than one request provides the same economic value, then service shall be offered on a first-come first-served basis, based upon the date that a request for

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FERC Docket: RP96-290-000

First Revised Sheet No. 68 First Revised Sheet No. 68 : Superseded
Superseding: Original Sheet No. 68

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service was received by MGS. If separate requests have the same economic values and the same date of request, service shall be offered to such requests pro-rata, based upon the service entitlement requested.

- (b) If MGS tenders a Service Agreement, but does not receive the executed Service Agreement within 30 Days from the date the Service Agreement is tendered, the request for service rights shall expire. This expiration shall not prejudice to the prospective Shipper's right to submit a new request for service rights.
- (c) In the event the prospective Shipper returns a Service Agreement with a rate less than that used to determine the economic value of the request or with a term less than that used to determine the economic value of the request or both, MGS shall redetermine the economic value of the Shipper's request. If the request continues to qualify for service, and MGS agrees to the rate, MGS shall execute the Service Agreement. If the request does not continue to qualify for service, the Service Agreement shall be deemed null and void, and the prospective Shipper's request shall be modified in accordance with the terms proposed by the prospective Shipper.

23.2 Economic Value

The economic value of request(s) for service rights shall be the net present value of the reservation charges, capacity charges and deliverability charges that Shipper would pay at the rates Shipper has requested. These rates shall not be less than the minimum nor greater than the maximum rates stated on the currently effective Tariff Sheet governing such service, over the term of service specified in the request(s), utilizing as the annual discount factor the overall rate of return underlying MGS's currently effective rates.

23.3 Right of First Refusal

- (a) In the event Shipper wants to continue receiving service under a Long-Term Agreement beyond the term specified in such Agreement, MGS shall continue to provide such service pursuant to such Agreement if:
 - (i) The Long-Term Agreement is extended according to its terms, or
 - (ii) Shipper agrees to match the longest term and highest rate for the firm service Shipper receives, or any portion thereof, which MGS is offered by any other Shipper, and executes a new Service Agreement matching those terms.

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FERC Docket: RP97-511-000

First Revised Sheet No. 69 First Revised Sheet No. 69 : Superseded
Superseding: Original Sheet No. 69

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- (b) If Shipper's Long-Term Agreement is not extended according to its terms and Shipper wants to continue to receive the service by matching any other offer for the service, the following shall occur:
- (i) Shipper must notify MGS of its desire to continue service at least ninety (90) Days prior to the termination of the Long-Term Agreement.
 - (ii) MGS shall then post the MDQ or MSQ under the Shipper's Long-Term Agreement on its Electronic Bulletin Board.
 - (iii) MGS shall then begin accepting requests from any prospective Shipper, including any prospective Shipper that has already submitted a request for service under Section 20 of the General Terms and Conditions of this tariff, for all or a portion of the Service rights under the Long-Term Agreement. Requests shall be accepted for forty-five (45) Days, beginning at least sixty (60) Days prior to the termination of the Shipper's Long-Term Agreement.
 - (iv) If MGS receives an offer for all or a portion of the service rights under Shipper's Long-Term Agreement, MGS shall notify Shipper in writing of the offer having the greatest economic value within five (5) Days after the last Day for receiving offers. For purposes of value comparisons under this Section, the longest term utilized shall be five (5) years.
 - (v) If Shipper elects to match the offer, Shipper shall notify MGS of the election in writing within fifteen (15) Days after receiving notice from MGS, and shall execute a new Service Agreement matching the prior offer prior to the termination of the Long-Term Agreement.
 - (vi) If no other offers are received, then Shipper may continue to receive Service at the applicable maximum rate or at a rate agreed to by MGS and Shipper, and for a term to be decided by Shipper.
 - (vii) If an Agreement is not continued in accordance with this Section 23, such Agreement shall terminate as specified therein.

Effective Date: 01/01/1997 Status: Effective

FERC Docket: RP96-290-000

First Revised Sheet No. 70 First Revised Sheet No. 70 : Superseded
Superseding: Original Sheet No. 70

GENERAL TERMS AND CONDITIONS
(continued)

24. DISCOUNTING POLICY

As stated in Section 6 of Rate Schedules FT, IT, and NNS, Transporter may at its sole discretion, and at anytime selectively adjust any or all of the rate(s) applicable to an individual Shipper, provided that such adjusted rate(s) shall not exceed the Applicable Maximum Rate(s) as set forth on Sheet No. 4 of this Tariff. Discounting of rate(s) shall be done in the following order:

1. Reservation Charge
2. Usage Charge (but not less than the stated minimum charge)

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FERC Docket: RP96-290-000

Original Sheet No. 71 Original Sheet No. 71 : Superseded

GENERAL TERMS AND CONDITIONS
(continued)

25. Annual Charge Adjustment Provision (ACA)

25.1 Purpose

Annual charges are assessed on Gas pipelines by the Commission under Part 382 of the Commission's Regulations prior to each fiscal year in order to cover the cost of the operation of the FERC. For the purpose of recovering such charges assessed Transporter by the Commission, pursuant to Section 154.402 of the Commission's Regulations, an ACA Surcharge shall be applicable to Quantities transported under Transporter's Rate Schedules FT, IT, and NNS. This ACA Surcharge is in addition to any amounts otherwise payable to Transporter under said Rate Schedules. Transporter will not recover any annual charges recorded in FERC Account 928 in a proceeding under subpart D of Part 154 of the Code of Federal Regulations except through its ACA provision.

25.2 Basis of the ACA Unit Charge Rate

The ACA Unit Charge Rate shall be that increment, adjusted to Transporter's measurement base (Dekatherm) and pressure base, if required, which has been approved by valid Commission Orders approving an annual charge unit rate. The ACA Unit Charge Rate shall be stated on the effective Tariff Sheet No. 5.

GENERAL TERMS AND CONDITIONS
(continued)

26. Internet Web Site

26.1 Transporter shall maintain a web site on the public Internet for the posting of public information.

- (a) Documents posted on the web site shall be accessible to the public over the public Internet using commercially available web browsers, without the imposition of a password or other access requirement.
- (b) Users may search an entire document online for selected words, may copy selected portions of the documents, and may download a document without first viewing the document on the web site.
- (c) Transporter will provide the same content for all information regardless of the electronic format in which it is provided.
- (d) Transporter will provide upon request, and at a cost not to exceed reasonable shipping and handling, an electronic cross-reference table between the numeric or other designation and the information represented, if such information is expressed in numeric or other form.
- (e) Transporter shall maintain and have the ability to recover and regenerate, all information displayed and transactions conducted and documents posted electronically under 18 CFR 284.10 for a period of three (3) years. Transporter shall make this archived information available in electronic form for a reasonable fee.

