

Interruptible Balancing  
Services Transaction  
Exhibit C

<p><b>MichCon: Michigan Consolidated Gas Company</b></p> <p><b>Attention:</b></p> <p><b>Phone:</b></p> <p><b>Fax:</b></p>	<p><b>Customer:</b></p> <p><b>Attention:</b></p> <p><b>Phone:</b></p> <p><b>Fax:</b></p>
<ol style="list-style-type: none"> <li>1. The interruptible gas balancing service (“Service”) provided hereunder is governed by the General Services Agreement # _____ dated _____ between Michigan Consolidated Gas Company (“MichCon”) and Customer. MichCon agrees to provide and Customer agrees to pay for such Service.</li> <li>2. This Exhibit, the General Services Agreement and MichCon’s Rate Book on file with the MPSC and/or MichCon’s Operating Statement on file with the FERC, (together referred to as the “Agreement” or the “Contract”) are the entire agreement between the parties concerning the subject matter hereof. Any prior understandings, representations, promises, undertakings, agreements or inducements, whether written or oral, concerning the subject matter hereof not contained herein shall have no force and effect. The Contract may be modified or amended only by writing duly executed by both parties.</li> <li>3. The term for the Service provided under this Exhibit shall be effective on _____ and terminate on _____. Thereafter, the term for this Service shall automatically extend for successive periods of one month, unless terminated by either party upon 30 days prior written notice to the other party or as otherwise agreed in writing by the parties.</li> </ol>	

**BALANCING SERVICE:**

<ol style="list-style-type: none"> <li>1. “Balancing Service” shall mean either an interruptible Park Service or an interruptible Loan Service and shall be defined as the quantity of gas held or owed respectively by MichCon on behalf of Customer in the Balancing Account.</li> <li>2. “Balancing Account” shall mean the gas balance held by MichCon for Customer or owed by Customer to MichCon under this Contract and shall equal the quantity of Gas received by MichCon for Customer’s account at the Receipt Point minus the quantity of gas delivered to Customer by MichCon at the Delivery Point.</li> <li>3. “Park” or “Park Service” shall mean when Customer’s Balancing Account is a positive number, MichCon shall be deemed to be providing a Park Service.</li> <li>4. “Loan” or “Loan Service” shall mean when Customer’s Balancing Account is a negative number, MichCon shall be deemed to be providing a Loan Service.</li> <li>5. The Balancing Service provided under this Contract shall be on an interruptible basis. MichCon may, at its discretion, interrupt the Balancing Service at any time without notice to Customer.</li> </ol>
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6. On any specified day, MichCon shall either (1) receive a quantity of gas from Customer and credit Customer's Balancing Account such quantity of gas as Customer nominates or (2) deliver a quantity of gas to Customer and debit Customer's Balancing Account such quantity of gas as Customer nominates.
7. Customer shall reduce the Park quantity in its Balancing Account to zero (0) at least once every thirty (30) days during the each period of December 16 through August 14 and at least once every five (5) days during each period August 15 through December 31. Customer reducing its Balancing Account from a positive balance to a negative balance shall qualify as reducing Customer's Parking quantity to zero (0) and initiating a Gas Loan, which shall be subject to the timing provisions of paragraph 8.
8. Customer shall reduce the Loan quantity in its Balancing Account to zero (0) at least once every thirty (30) days during each period May 1 to December 14 and at least once every five (5) days during each period December 15 through April 30. Customer reducing its Balancing Account from a negative (Loan) balance to a positive balance shall qualify as reducing Customer's Loan quantity to zero (0) and initiating a Gas Park, which shall be subject to the timing provisions of paragraph 7.
9. If Customer fails to comply with the requirements that it obtain a zero (0) balance in its Balancing Account stated in paragraphs 7 and 8, MichCon may, at Customer's request, in a nondiscriminatory matter, consent to an "Extension Period" for Customer to achieve such zero (0) balance. The duration of an Extension Period shall equal either thirty (30) days or five (5) days on the basis of the same time of year provisions set forth in paragraphs 7 and 8. Customer's Balancing Service during an Extension Period shall be subject to the Extension Period Usage Rate set forth in Customer's Service Agreement until Customer achieves the required zero (0) Park or Loan balance, as applicable. MichCon may consent to successive Extension Periods.
10. If Customer fails to achieve a zero Park quantity in its Balancing Account as required pursuant to paragraph 7, as may be extended to include any Extension Period pursuant to paragraph 9, then the Customer's Parked quantity shall be deemed sold to MichCon at a rate equal to the MichCon City Gate Index as published in Gas Daily, or in the event that Gas Daily discontinues its reporting of such prices, any comparable reporting service, less \$0.5000 per Dth. Payment for such quantity of Gas shall appear as a credit on the next statement rendered by MichCon. To the extent that the credit exceeds the total charges in that statement, MichCon shall pay the difference to Customer.
11. If Customer fails to achieve a zero Loan quantity in its Balancing Account as required pursuant to paragraph 8, as may be extended to include any Extension Period pursuant to paragraph 9, then Customer shall be deemed to have purchased its outstanding Loan balance, plus applicable Fuel Use and Gas Lost and Unaccounted For, from MichCon at a rate equal to the MichCon City Gate Index as published in Gas Daily, or in the event that Gas Daily discontinues its reporting of such prices, any comparable reporting service, plus \$0.5000 per Dth. MichCon shall invoice Customer for such amounts on the next statement rendered by MichCon. Customer shall pay such invoiced amounts in accordance with MichCon's Operating Statement.
12. During any five (5) day Extension Period, Customer shall use due diligence to either take delivery of the Parked Gas quantities from Transporter or return the Loan Gas quantities to MichCon promptly.
13. The Delivery Point for Interruptible Balancing Service shall be the Willow MCGC-Trading Point. The Receipt Point for Interruptible Balancing Service shall be MichCon Generic (subject to availability) as posted on the EBB.

Contract # \_\_\_\_\_  
Amendment # \_\_\_\_\_

PARAMETERS OF SERVICE:

Interruptible Balancing Service:	
	Maximum Park Quantity (MPQ) _____ Dth Maximum Loan Quantity (MLQ) _____ Dth

RECEIPT POINT(S):

	Interconnect Company      Interconnect Name
Receipt Point:	MCGC Generic Points (subject to availability)
Receipt Provisions:	Customer may deliver gas to MichCon, up to the MPQ and MLQ, on any day during the Term of this Exhibit.

DELIVERY POINT(S):

	Interconnect Company      Interconnect Name
Delivery Point:	Michigan Consolidated Gas Company      Willow MCGC-Trading Point
Delivery Provisions:	Customer may receive gas from MichCon, up to the MPQ and MLQ, on any day during the Term of this Exhibit.

RATES/CHARGES:

Interruptible Balancing:	
	Usage Charge: \$ _____ per Dth Extension Period Usage Charge: \$ _____ per Dth Injection Charge: \$ _____ per Dth Withdrawal Charge: \$ _____ per Dth Fuel Use and Gas Lost and Unaccounted For/Gas in Kind      Per MichCon's Rate Book

ADDITIONAL PROVISIONS:

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Agreed to and Accepted this _____ day of _____ 20____:	MichCon:	By: _____ Name: _____ Title: _____
	Customer:	By: _____ Name: _____ Title: _____