



GENERAL SERVICES AGREEMENT

This General Services Agreement is entered into between DTE Gas Company (“DTE”) and _____ (“Customer”).

<p>DTE: DTE Gas Company</p> <p>Attention:</p> <p>Phone:</p> <p>Email:</p>	<p>Customer:</p> <p>Attention:</p> <p>Phone:</p> <p>Email:</p>
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General Terms and Conditions:

1. Subject to available capacity, DTE agrees to provide gas transportation, storage, park and loan and/or balancing services to Customer in accordance with the Contract, which consists of this General Services Agreement and, (1) if intrastate (non-interstate) services are provided, Exhibit A and the rules and regulations of DTE’s Rate Book, including the General Provisions and Definitions contained in Section E respectively, as revised from time to time by the Michigan Public Service Commission (“MPSC”), (2) if interstate services are provided, Exhibit B and DTE’s Operating Statement filed with the Federal Energy Regulatory Commission (“FERC”), as revised from time to time by FERC, and/or (3) if interruptible balancing services are provided, Exhibit C, in conjunction with DTE’s Rate Book, including the General Provisions and Definitions contained in Section E on file with the MPSC and/or DTE’s Operating Statement on file with the FERC.
2. This General Services Agreement is the base contract for any gas transportation, storage, park and loan and/or balancing service(s) that DTE may provide to Customer. Any services shall be confirmed with a document, in the form of an Exhibit A, Exhibit B and/or Exhibit C respectively, which shall state the terms of the transaction. The entire agreement between the parties shall consist of this General Services Agreement and any executed Exhibit(s) A, B and/or C together with DTE’s Rate Book and Operating Statement (together referred to as the “Agreement” or the “Contract”). 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.
3. Customer shall pay any taxes, duties or other related fees however designated, levied, or charged resulting from this Contract, including without limitation, all state and local privilege or excise taxes and any amount in lieu of such taxes and duties paid or payable by DTE, exclusive however of taxes based on the net income of DTE, property taxes, and DTE’s Michigan Corporate Income Tax. Customer shall reimburse DTE for any such taxes and duties which are collected and remitted or paid on Customer’s behalf by DTE because of Customer’s failure to pay.

General Terms and Conditions: (Cont'd)

4. This Contract shall be effective from _____ and terminate on _____. Thereafter, the term of this Contract 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. However, if Customer provides notice for termination of this Contract, such termination shall not be effective until all outstanding services terminate and, if applicable, Customer's Balancing Account equals zero.
5. DTE may amend or modify the nominating procedures or system at any time.
6. If for any reason DTE determines that services provided under this Contract violate any laws, orders or regulations, DTE may, at its discretion and upon five days prior written notice to Customer, modify and if cannot reach agreement, unilaterally terminate this Contract. DTE shall not be liable to Customer for any damages or losses Customer might suffer due to suspension, discontinuance or termination of the services pursuant to this Contract.
7. During the duration of this Contract, the term "Dth" may be used synonymous with the term "MMBtu."

Agreed to and Accepted this _____ Day of _____, 20__ :	DTE:	Signature: _____ Printed Name: _____ Title: _____ Signature Date: _____
	Customer:	Signature: _____ Printed Name: _____ Title: _____ Signature Date: _____