

## FIRM GAS STORAGE SERVICE AGREEMENT

This Firm Gas Storage Service Agreement (“Agreement”) is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Washington 10 Storage Corporation, a Michigan corporation (“Transporter”), and \_\_\_\_\_, a \_\_\_\_\_ corporation (“Shipper”).

### INTRODUCTION

The parties agree that Transporter shall perform and Shipper shall receive service in accordance with the provisions of the effective Statement of Operating Conditions and the General Terms and Conditions (“GT&C”) contained therein on file with the Federal Energy Regulatory Commission (“Commission”), as they may be amended or superseded from time to time in accordance with the Commission’s rules and regulations, and the Rate Book on file with the Michigan Public Service Commission (“MPSC”), as it may be amended or superseded from time to time in accordance with MPSC’s rules and regulations.

### ARTICLE I: TYPE OF SERVICE

- The service requested is intrastate service.
- The service requested is interstate service. Transporter agrees to provide firm storage service in accordance with this Agreement and Transporter’s General Terms and Conditions contained in its Statement of Operating Conditions pursuant to Section 284.224 of the Federal Energy Regulatory Commission’s Regulations, as they may be revised from time to time, and that Shipper:
  - is an “interstate pipeline” within the meaning of NGPA Section 2(15); or
  - is a “local distribution company served by an interstate pipeline” within the meaning of NGPA Section 2(17) and Section 311; or
  - is authorized to arrange transportation service under Section 311 on behalf of such interstate pipeline or local distribution company.

### ARTICLE II: RATES

The rate to be paid by Shipper to Transporter for the firm storage service provided hereunder shall consist of a Monthly Deliverability Rate, a Monthly Capacity Rate, an Injection Rate, a Withdrawal Rate, and an Authorized Overrun

Usage Rate, as specified in Exhibit I below. Shipper shall provide Gas in kind under the Fuel and Gas Lost and Unaccounted For mechanism described in Section 26 of Transporter's Statement of Operating Conditions and posted on Transporter's EBB unless Fuel and Gas Lost and Unaccounted For rates are set forth on Exhibit I.

**ARTICLE III: TERM OF AGREEMENT**

This Agreement shall become effective beginning \_\_\_\_\_, \_\_\_\_\_ and this Agreement shall terminate on \_\_\_\_\_.

**ARTICLE IV: CONTRACT QUANTITIES**

Stated in Exhibit I.

**ARTICLE V: RECEIPT AND DELIVERY POINTS**

Stated in Exhibit I.

**ARTICLE VI: INCORPORATION BY REFERENCE**

The provisions of Transporter's Statement of Operating Conditions are specifically incorporated herein by reference and made a part hereof. Transporter may seek authorization at any time and from time to time to change any provisions in the Statement of Operating Conditions, and Transporter will have the right to place such authorized changes in effect. This Agreement shall be deemed to include such changes and any changes which become effective by operation of law and any applicable order; provided that any market-based rates negotiated between Transporter and Shipper shall remain in effect during the term of this Agreement.

**ARTICLE VII: NOTICES**

All notices can be given by telephone or other electronic means. However, such notices shall be confirmed in writing at the addresses below. Shipper and Transporter may change the addresses below by written notice to the other without the necessity of amending this Agreement.

**TRANSPORTER:**

WASHINGTON 10 STORAGE CORPORATION  
One Energy Plaza - 2084 WCB  
Detroit, Michigan 48226-3405  
Attention: President, Washington 10 Storage Corporation  
Telephone: 313-235-6445  
Fax: 313-235-6450

**SHIPPER:**

**INVOICES AND STATEMENTS**

**NOMINATIONS**

**ALL OTHER MATTERS**

**ARTICLE VIII: FURTHER AGREEMENT**

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be signed by their respective Officers and Representatives there unto duly authorized to be effective as of the date stated above.

**SHIPPER:** \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**TRANSPORTER: WASHINGTON 10 STORAGE CORPORATION**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT I**

**Rates:**

Monthly Deliverability Rate: \$ \_\_\_\_\_ per Dth.

Monthly Capacity Rate: \$ \_\_\_\_\_ per Dth.

Injection Rate: \$ \_\_\_\_\_ per Dth.

Withdrawal Rate: \$ \_\_\_\_\_ per Dth.

Authorized Overrun Usage Rate: \$ \_\_\_\_\_ per Dth.

Fuel and Gas Lost and Unaccounted For

Injection Season \_\_\_\_\_ %

Withdrawal Season \_\_\_\_\_ %

**Service Parameters:**

Maximum Storage Quantity (MSQ): \_\_\_\_\_ Dth

Maximum Daily Injection Quantity (MDIQ):

Month and/ or % of MSQ	Maximum Daily Injection Quantity

Maximum Daily Withdrawal Quantity (MDWQ):

Month and/ or % of MSQ	Maximum Daily Withdrawal Quantity

Primary Receipt Point(s):

Secondary Receipt Point(s):

Primary Delivery Point(s):

Secondary Delivery Point(s):