

**AMENDMENT TO  
AUTHORIZED GAS SUPPLIER AGREEMENT**

Amendment No. \_\_\_\_\_

**CONSUMERS ENERGY COMPANY** \_\_\_\_\_

(Supplier Name)

(Herein called "Consumers")

(Herein called "Supplier")

Effective \_\_\_\_\_ the "Authorized Gas Supplier Agreement" between Consumers and Supplier dated \_\_\_\_\_ for participation in the Gas Customer Choice Program is amended to make the following changes in said contract:

I. In Part I, delete Item 1 in its entirety and replace it with the following:

"1. This Agreement shall be effective on the date stated above and shall continue in effect until March 31, 2021, unless extended by written agreement of the parties or unless terminated by Company as provided in Part II hereof."

II. In Part I, delete Item 7 and Item 8 in their entirety and replace them with the following:

"7. The Supplier agrees to pay Company the monthly fees set forth in the applicable Gas Rules and Regulations or Gas Rate Schedule."

III. In Part II, under 2, Notices, replace:

Consumers Energy Company  
Attn: Gas Transportation Services Department  
Room P11-221  
1945 W. Parnall Road  
Jackson, Michigan 49201  
Fax Number: (517) 788-1857

With:

Consumers Energy Company  
Attn: Gas Transportation Services Department  
1945 W. Parnall Road  
Jackson, Michigan 49201

IV. In Part II, add Item 6:

"6. COUNTERPARTS AND ELECTRONIC DOCUMENTS

This Agreement may be executed and delivered in counterparts, including by a facsimile or an electronic transmission thereof, each of which shall be deemed an original. Any document generated by the Parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and introduced as evidence in any proceeding as if original business records. Neither Party will object to the admissibility of such images as evidence in any proceeding on account of having been stored electronically."

In all other respects the terms and conditions of the Authorized Gas Supplier Agreement as amended by previous amendments, if any, remain effective.

This Amendment may be executed and delivered in counterparts, including by a facsimile or an electronic transmission thereof, each of which shall be deemed an original. Any document generated by the Parties with respect to this Amendment, including this Amendment, may be imaged and stored electronically and introduced as evidence in any proceeding as if original business records. Neither Party will object to the admissibility of such images as evidence in any proceeding on account of having been stored electronically.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the date set forth above.

CONSUMERS ENERGY COMPANY

\_\_\_\_\_  
(Supplier Name)

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

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

\_\_\_\_\_  
(Print or Type Name)

\_\_\_\_\_  
(Print or Type Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)