



**ADDENDUM TO CONTRACT FOR
DISTRIBUTION OF RETAIL OPEN ACCESS
PRIMARY (ROA-P) OR SECONDARY (ROA-S)
ELECTRIC DISTRIBUTION SERVICE
RESALE TO TENANTS**

PART III

1. It is agreed that as to all or a portion of the energy delivered hereunder, said Customer may resell the same to tenants of the Customer upon said premises, upon condition that:
 - a. The Customer shall abide by all requirements at Customer’s sole expense specified within Rule C4.4 attached, and the applicable rate schedule by which the Customer receives service, specifically Rate ROA-S or ROA-P, and in accordance with such amendments thereto as may be filed with and approved by the Michigan Public Service Commission during the term of this contract.
 - b. The distribution service to each tenant shall be separately metered, and
 - c. Said tenants shall be served and charged for such distribution service at a rate identical to the Company’s Rate ROA-R for residential use or under Rate ROA-S or ROA-P as applicable in the Company’s rate schedule available for similar service under like conditions.
2. Said Customer shall furnish, install and maintain, or shall cause to be furnished, installed and maintained, all electrical facilities, including poles, wires, conduits, transformers, meters, instrument transformers and enclosures, required for the delivery and measurement of the energy which is resold by the Customer to tenants.
3. In order to assure that each tenant will receive distribution service from the customer similar to that which would be available from the Company under like conditions, the Customer agrees that each tenant shall be supplied with an electrical system adequate to meet the needs of said tenant with respect to the nature of service, voltage level, and other conditions of distribution service.
4. It is further agreed that:
 - a. Electric service delivered hereunder shall not be transmitted off the Customer’s premises or shared or resold by the Customer other than to the Customer’s said tenants occupying said premises, nor shall such energy be used as auxiliary or standby to any other source of power supply.
 - b. Distribution service to the Customer shall be governed by the Company’s Electric Rate Book as filed with and approved by the Michigan Public Service Commission during the term hereof. Upon request, the Company will furnish to the Customer a copy of the Company’s Electric Rate Book which includes copies of the Company’s current standard rates applicable to the service supplied to the Customer’s tenants.
 - c. The Customer shall furnish, without cost to the Company, a suitable site on its premises at each plant location listed in Part I for the Company’s transmission lines, substations, and/or distribution facilities as may be required to provide such service to said premises. If, during the term hereof, the Customer’s use of said premises makes necessary the relocation of said facilities, from the site presently furnished, to another site on said premises, the Company shall relocate the same at the Customer’s request, and the Customer shall reimburse the Company for the cost thereby incurred. The Company, its agents, employees, and authorized contractors shall have full right and authority of ingress and egress at all times on and across said premises of the Customer, for the purpose of constructing, operating, maintaining, replacing, repairing, moving and removing its said facilities. Said right of ingress and egress, however, shall not unreasonably interfere with the use of the Customer’s said premises.
 - d. 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.

CUSTOMER ACKNOWLEDGES HAVING READ SAID TERMS AND CONDITIONS, and that Part III is a part of the Contract for Distribution of Retail Open Access (ROA-S or ROA-P) Electric Service.

(Customer Name)

(Print or Type Name of Signature Party)

By: _____
(Signature)

Title: _____
(Print or Type Title of Signature Party)

Date: _____

Date: _____