

**POWER PURCHASE AGREEMENT  
BETWEEN  
CONSUMERS ENERGY COMPANY  
AND  
ZEELAND FARM SERVICES, INC.**

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Table of Contents

1.	<u>DEFINITIONS</u> .....	1
2.	<u>EFFECTIVE DATE AND TERM</u> .....	5
3.	<u>CONTRACT ENERGY TO BE DELIVERED</u> .....	5
	3.1 <u>Commercial Operation Date at the Initial Plant Site</u> .....	5
	3.2 <u>Character of Energy</u> .....	7
	3.3 <u>Permits and Laws</u> .....	7
	3.4 <u>Emission Allowances/Environmental Attributes</u> .....	7
	3.5 <u>Renewable Energy Certification</u> .....	7
	3.6 <u>Sales to Third Parties</u> .....	8
4.	<u>METERING</u> .....	8
5.	<u>OPERATION OF PLANT</u> .....	9
	5.1 <u>Scheduling of Deliveries</u> .....	9
	5.2 <u>Seller's Operating Obligations</u> .....	9
	5.3 <u>Outages of Generating Equipment</u> .....	11
	5.4 <u>Emergencies and Exempt Operational Periods</u> .....	12
	5.5 <u>Operating Practices</u> .....	12
	5.6 <u>Subsequent Plant Site</u> .....	13
	5.7 <u>Subsequent Commercial Operation Date</u> .....	13
	5.8 <u>MISO Registration</u> .....	14
6.	<u>COMPENSATION</u> .....	14
	6.1 <u>Renewable Payment</u> .....	14
	6.2 <u>Variable Energy Payment</u> .....	15
	6.3 <u>Incidental Energy Payment</u> .....	15
	6.4 <u>Regulatory Disallowance</u> .....	15
7.	<u>ADMINISTRATIVE CHARGE</u> .....	16
8.	<u>BILLING</u> .....	17

9.	<b><u>ADMINISTRATIVE COMMITTEE</u></b> .....	18
9.1	<b><u>Purpose</u></b> .....	18
9.2	<b><u>Membership</u></b> .....	18
9.3	<b><u>Meetings</u></b> .....	18
9.4	<b><u>Functions</u></b> .....	18
9.5	<b><u>Expenses</u></b> .....	19
10.	<b><u>FORCE MAJEURE</u></b> .....	19
10.1	<b><u>Definition</u></b> .....	19
10.2	<b><u>Obligations Under Force Majeure</u></b> .....	19
10.3	<b><u>Continued Payment Obligation</u></b> .....	21
11.	<b><u>INDEMNITY</u></b> .....	21
12.	<b><u>DISAGREEMENTS</u></b> .....	21
12.1	<b><u>Administrative Committee Procedure</u></b> .....	21
12.2	<b><u>Arbitration</u></b> .....	22
12.3	<b><u>Obligations to Continue</u></b> .....	22
13.	<b><u>SUCCESSORS AND ASSIGNS</u></b> .....	22
14.	<b><u>EARLY TERMINATION AFTER COMMERCIAL OPERATION DATE</u></b> .....	23
14.1	<b><u>Early Termination by Consumers</u></b> .....	23
14.2	<b><u>Early Termination by Seller</u></b> .....	23
15.	<b><u>GOVERNING LAW</u></b> .....	23
16.	<b><u>HEADINGS</u></b> .....	23
17.	<b><u>NOTICE TO PARTIES</u></b> .....	24
18.	<b><u>WAIVER</u></b> .....	24
19.	<b><u>NONSEVERABILITY</u></b> .....	24
20.	<b><u>MISCELLANEOUS</u></b> .....	25
20.1	<b><u>No Third Party Beneficiaries</u></b> .....	25
20.2	<b><u>Disclaimer of Joint Venture, Partnership and Agency</u></b> .....	25
21.	<b><u>ENTIRE AGREEMENT AND AMENDMENTS</u></b> .....	25

POWER PURCHASE AGREEMENT  
BETWEEN  
CONSUMERS ENERGY COMPANY  
AND  
ZEELAND FARM SERVICES, INC.

This POWER PURCHASE AGREEMENT, herein called "Agreement", executed as of August 24, 2005, is by and between Consumers Energy Company, a Michigan corporation, One Energy Plaza, Jackson, Michigan, 49201, herein called "Consumers", and Zeeland Farm Services, Inc., a Michigan Corporation with offices located at 2468 84<sup>th</sup> Avenue, Zeeland, Michigan, 49464, herein called "Seller". Consumers and Seller are herein sometimes referred to individually as "Party" and collectively as "Parties", where appropriate.

WITNESSETH:

WHEREAS, Consumers owns electric facilities and is engaged in the generation, purchase, distribution and sale of electric energy in the State of Michigan; and

WHEREAS, Seller intends to construct and own a Landfill Gas-fired plant, known as the Zeeland Renewable Energy Co-Generating Station; and

WHEREAS, Consumers has relied on Seller's representations as to Seller's intended plant location, primary fuel type and maximum annual energy deliveries; and

WHEREAS, Consumers desires to purchase electric energy from the Plant and Seller desires to commit all of the Plant's capacity to generate and deliver electric energy to Consumers.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, the Parties hereto agree as follows:

1. DEFINITIONS

As used in this Agreement, the following terms shall have the following meanings unless specifically stated otherwise in this Agreement:

1.1 "Administrative Committee" - The committee established pursuant to Section 9, Administrative Committee.

1.2 "Billing Month" - A Calendar Month. The first Billing Month shall commence with the Commercial Operation Date and end on the last day of the Calendar Month in which the Commercial Operation Date occurs.

1.3 "Business Day" - A Calendar Day other than Saturday, Sunday or a Holiday.

1.4 "Calendar Day or Day" - A Calendar Day shall be the twenty-four (24) hour period beginning and ending at 12:00 midnight Eastern Standard or Eastern Daylight Savings Time, whichever is then in effect in Consumers' service territory. The terms Day and Calendar Day may be used interchangeably and shall have the same meaning.

1.5 "Calendar Month or Month" - A Calendar Month shall begin at 12:00 midnight at the end of the last Day of a Month and end at 12:00 midnight at the end of the last Day of the next Month. The terms Month and Calendar Month may be used interchangeably and shall have the same meaning.

1.6 "Calendar Year or Year" - A Calendar Year shall be the twelve (12) month period beginning at 12:00 midnight at the end of December 31 and ending at 12:00 midnight at the end of the subsequent December 31. The terms Year and Calendar Year may be used interchangeably and shall have the same meaning.

1.7 "COD Bid Price Debit Rate" – The 0.000548 ¢/kWh per Day adjustment amount used to reduce the Renewable Purchase Price for each Day that the Seller's Commercial Operation Date is delayed beyond the Bid Price COD specified in Section 3.1.

1.8 "Commercial Operation Date" - The Commercial Operation Date at the Initial Plant Site is the date established pursuant to Subsection 3.1, Commercial Operation Date at the Initial Plant Site. The Commercial Operation Date at the Subsequent Plant Site is the first date upon which Seller has met all the conditions set out in Subsection 5.7, Subsequent Commercial Operation Date.

1.9 "Contract Energy" 13,315 MWh which is the maximum amount of Delivered Energy that Consumers will purchase under this Agreement in a Calendar Year.

1.10 "Delivered Energy" - All electric energy delivered by Seller from the Plant to Consumers at the Point(s) of Delivery up to Contract Energy on an annual basis, as determined pursuant to Section 4, Metering.

1.11 "Emergency or Emergencies" - A condition or conditions on Consumers' system which in Consumers' sole judgment either has resulted or is likely to

result in significant imminent disruption of service to customers, or imminent endangerment of life or property.

1.12 "Energy Purchase Price" – The variable energy price (in cents/kWh) to be paid by Consumers to Seller for Delivered Energy. This price is equal to the average Power Supply Cost Recovery ("PSCR") cost associated with the PSCR factor in effect for Consumers at the time electric energy deliveries are made by Seller to Consumers, subject to reconciliation to the actual average PSCR cost associated with the PSCR factor ultimately approved by the Michigan Public Service Commission.

1.13 "Exempt Operational Periods" - Those periods described in 18 CFR § 292.304(f) as in effect as of the date of this Agreement, wherein Consumers has notified Seller in a timely manner to cease delivery of electric energy hereunder during a specified period in which Seller would otherwise have electric energy available for delivery but, due to operational circumstances, purchases from Seller would in Consumers' reasonable judgment result in costs greater than those that would result if Consumers generated an equivalent amount of energy through its own facilities.

1.14 "Force Majeure" - Defined in Subsection 10.1, Definition, of Section 10, Force Majeure.

1.15 "Forced Outage" - Uncontrolled outage of Plant generating capacity which was previously available for generation and delivery of electric energy to Consumers under this Agreement.

1.16 "Holidays" - The holidays established by NERC on an annual basis.

1.17 "Incidental Energy" - Electric energy above Contract Energy delivered by Seller from the Plant to Consumers on an annual basis, as determined pursuant to Section 4, Metering.

1.18 "Incidental Energy Price" - Ninety percent (90%) of the hourly real-time locational marginal price as established by MISO for Consumers' load, not to exceed the Energy Purchase Price.

1.19 "Interconnection Agreement" - Any agreement that describes the terms and conditions regarding the connection of Seller's Plant to the electric transmission facilities of an electric transmission or an electric distribution system owner and/or operator.

1.20 "MISO" - The Midwest Independent System Operator, including any successor thereto and subdivisions thereof.

1.21 "NERC" - The North American Electric Reliability Council, including any successor thereto and subdivisions thereof.

1.22 "Plant" - The single 1,600 kW Caterpillar Model 3520 landfill gas-fired generating unit ("Zeeland Renewable Energy Co-Generating Station Plant") which (i) includes, but is not limited to: generating equipment, including auxiliary and back-up; transformers; electric delivery facilities; fuel handling equipment; administrative structures; and such other necessary and related facilities, equipment and structures associated with the generation of electricity, and (ii) is to be located at the Plant Site and designated by Seller as the source of Delivered Energy to be supplied by Seller under this Agreement. The Plant shall not include, and shall be separately metered from, any other electric generating facilities that Seller may have available at the Plant Site.

1.23 "Plant Site" - The site(s), not to be more than two (2), upon which the Plant will be located. The first such site located in ██████████ Michigan, as described in Exhibit A, Legal Description of Plant Site, is referred to herein as the "Initial Plant Site". The second such site is referred to herein as the "Subsequent Plant Site".. Such site(s) shall be located in that portion of the lower peninsula of the State of Michigan that is serviced by MISO and shall be of sufficient area to include the Plant, fuel storage, if required, and electric substation and shall comply with all laws, regulations and/or requirements imposed by any law, governmental agency or authority.

1.24 "Point(s) of Delivery" - The point(s) where Seller delivers electric energy from the Plant to the applicable transmission provider's bulk electric energy system as established in the Interconnection Agreement. In the event that the Interconnection Agreement fails to specify the above point(s) for the Plant at the Initial Plant Site, the Point(s) of Delivery for the Plant at the Initial Plant Site shall be deemed to be the substation located at the Initial Plant Site.

1.25 "Prudent Utility Practices" - The practices generally followed by the electric utility industry, as changed from time to time, which generally include, but are not limited to, engineering, operating, safety, reliability, equipment, and adherence to applicable industry codes, standards, regulations and laws.

1.26 "Renewable Purchase Price" - The prices shown on the Renewable Purchase Price Schedule set forth in Exhibit B, subject to reduction pursuant to Subsection 3.1 hereof.

1.27 "Scheduled Outage" - An outage of generating capacity which is scheduled in accordance with Subsection 5.3.1, Scheduled Outages, to perform certain maintenance at or make physical additions or changes to the Plant.

1.28 "Scheduled Unforeseen Outage" - An outage that is neither a Scheduled Outage nor a Forced Outage but which is planned in advance of the expected occurrence to perform previously unforeseen maintenance or to mitigate an operating problem or capacity deficiency at the Plant.

## 2. EFFECTIVE DATE AND TERM

This Agreement shall be effective as of the date it is approved without modification by the Michigan Public Service Commission (MPSC). Unless terminated as provided in this Agreement or rendered void ab initio pursuant to the third paragraph of this Section 2 hereof, this Agreement shall continue in effect for a seven (7) year period commencing on the Commercial Operation Date.

This Agreement shall be submitted by Consumers to the MPSC for approval of the Contract Energy and the energy payments set out herein for the purposes of Michigan Public Act 304 of 1982, as amended (Act 304), and as required in accordance with the MPSC's order dated January 25, 2005 in MPSC Case No. U-13843.

If Consumers fails to obtain final approval from the MPSC in a form deemed satisfactory to Consumers and Seller within three hundred sixty five (365) Days from the date of filing for approval, then this Agreement shall be deemed to be void ab initio and the Parties shall have no further obligations to each other.

If the MPSC's approval of this Agreement is rescinded as a result of a final appeal of the MPSC's order approving this Agreement, then this Agreement may be terminated by either Party providing written notice to the other Party at any time after the date the above approval is rescinded.

## 3. CONTRACT ENERGY TO BE DELIVERED

### 3.1 Commercial Operation Date at the Initial Plant Site

Subject to the terms and conditions of this Agreement, Seller shall sell and deliver to Consumers and Consumers shall purchase and accept from Seller at the Point(s) of Delivery, Delivered Energy and Incidental Energy beginning on the Commercial Operation Date at the Initial Plant Site and continuing until the termination of this Agreement.

Seller's generation of Delivered Energy and Incidental Energy shall be in accordance with Section 5, Operation of Plant. Compensation for such Delivered Energy and Incidental Energy shall be in accordance with Section 6, Compensation. The Commercial Operation Date at the Initial Plant Site will be the first date on or after October 1, 2005 upon which all of the following conditions precedent have been satisfied:

(a) Seller shall have provided to Consumers an opinion of Seller's counsel stating that Seller has obtained all necessary licenses, permits, certificates and approvals in accordance with Subsection 3.3, Permits and Laws;

(b) Seller shall have developed and provided to Consumers written operating practices in accordance with Subsection 5.5, Operating Practices;

(c) Seller shall have provided to Consumers proof that it has an executed Interconnection Agreement for the Plant at the Initial Plant Site and that it has been authorized under the terms of the Interconnection Agreement to begin parallel operation.

Consumers shall provide written notice to Seller within one (1) Business Day of Seller's having satisfied all of the above conditions precedent. Seller shall notify Consumers orally of the Commercial Operation Date at the Initial Plant Site and shall provide written confirmation of the Commercial Operation Date at the Initial Plant Site to Consumers within ten (10) Days after such Commercial Operation Date.

If the Commercial Operation Date at the Initial Plant Site fails to occur on or before February 24, 2006 (such date hereinafter referred to as the "Bid Price COD" and subject to extension by Force Majeure pursuant to Section 10, Force Majeure, but in no event shall such extension exceed three hundred sixty-five (365) Days from the date Consumers submitted this Agreement to the MPSC for approval pursuant to the second paragraph of Section 2 hereof), then the Renewable Purchase Price will be reduced by the product of (1) the number of Days between the Commercial Operation Date at the Initial Plant Site and the Bid Price COD and (2) the COD Bid Price Debit Rate. Notwithstanding the preceding sentence, there shall be no reduction in the Renewable Purchase Price pursuant to the preceding sentence if the Commercial Operation Date occurs within one hundred twenty (120) Days after Consumers obtains final approval of this Agreement from the MPSC in a form deemed satisfactory to both Consumers and Seller. In addition, if the Commercial Operation Date at the Initial Plant Site fails to occur on or before December 31, 2007 (subject to extension by Force Majeure pursuant to Section 10, Force Majeure, but in no event shall such extension exceed one hundred eighty (180) Days from the aforesaid

date), either Party may, at its option, terminate this Agreement by giving the other Party written notice thereof.

### 3.2 Character of Energy

All electric energy which Seller shall sell and deliver to Consumers hereunder shall be alternating current, three (3) phase and sixty (60) Hertz.

### 3.3 Permits and Laws

As a condition precedent to the Commercial Operation Date, Seller shall provide an opinion of Seller's counsel to Consumers that Seller has secured all licenses, permits, certifications and approvals required by law or ordinance pertaining to the generation and sale of electric energy and capacity in accordance with this Agreement. Seller shall maintain all such licenses and permits throughout the term of this Agreement. In addition, Seller shall comply with all applicable ordinances, laws, orders, rules and regulations made by any governmental authority or public regulatory body which pertain to the above licenses and permits and Seller shall inform Consumers of any matter that has the potential to impact electric energy production at Seller's Plant. At any time during the term of this Agreement, Consumers may request that Seller provide copies of any such licenses and permits.

### 3.4 Emission Allowances/Environmental Attributes

All emissions allowances encompassed by the Environmental Protection Agency's (and any successor's) (1) Acid Rain Program (as may be amended), (2) NOx SIP Call of 1998 (as may be amended), (3) Clean Air Interstate Rule of 2005 (as may be amended) and (4) Clean Air Mercury Rule of 2005 (as may be amended) and other similar emissions allowances (whether created by federal, state or local laws, rules or regulations) at any time allocated to the Seller's Plant are bundled with the Delivered Energy hereunder and cannot be separated by the Seller. All environmental attributes at any time allocated to or associated with the Seller's Plant are bundled with actual Delivered Energy sold to Consumers hereunder and cannot be separated by the Seller. Seller shall assign and/or execute any other documents necessary to transfer ownership of any and all of the above emission allowances and/or environmental attributes (such as renewable energy certificates) associated with Seller's Plant to Consumers.

### 3.5 Renewable Energy Certification

Seller represents and warrants that the Plant from which Contract Energy is to be purchased by Consumers hereunder will qualify as a new renewable

generation facility according to the Green-e standard for electricity products in the State of Michigan as such standard exists on the effective date of this Agreement and Seller shall cooperate with Consumers to enable Consumers to maintain renewable energy certification for the renewable resource program of which this Agreement is a part. Such cooperation shall include, but not be limited to, providing all required certification information to Consumers or Consumers' independent certification auditor and allowing access to Seller's Plant and associated records by such auditor. In the event that at any time during the term of this Agreement the Plant fails to qualify as a new renewable generation facility according to the Green-e standard for electricity products in the State of Michigan as such standard exists on the effective date of this Agreement, then Consumers shall have the right to terminate this Agreement at any time following Consumers' receipt of written notice from the Center for Resource Solutions (or any successor) of such failure to qualify.

### 3.6 Sales to Third Parties

If, at any time during the term of this Agreement, (i) Consumers elects not to accept electric energy from Seller pursuant to Subsection 5.4, Emergencies and Exempt Operational Periods; (ii) there is any reduction in payments to Seller pursuant to Subsection 6.4, Regulatory Disallowance; (iii) Consumers is unable to receive electric energy produced by Seller pursuant to Subsection 10.2, Obligations Under Force Majeure; or (iv) the electric energy delivered by Seller to Consumers in a Calendar Year exceeds Contract Energy, Seller shall have the right to sell all or part of the electric energy that would otherwise have been delivered and sold to Consumers to one or more third parties; provided, however, that in the case of an Exempt Operational Period pursuant to (i) above no such sale shall be permitted unless the buyer of the electric energy transmits the energy out of the control area in which Consumers resides. Seller shall provide sufficient advance notice to Consumers of the amount and duration of such sales to allow for scheduling changes with MISO. In the event that Seller exercises its right to sell electric energy to third parties pursuant to this Subsection 3.6, Consumers shall be relieved of any obligation to purchase and pay for any such electric energy sold to such third parties.

## 4. METERING

All electric energy delivered by Seller from the Plant to Consumers hereunder shall be metered at the billing meter installation(s) provided, installed and maintained pursuant to the Interconnection Agreement and shall be separately metered from electric

energy generated by generating facilities other than the Plant. In the event that Consumers requires Seller's assistance to obtain the metered data for purposes of Section 8, Billing, Seller shall provide such assistance. To determine the amount of Delivered Energy and Incidental Energy, the metered values shall be adjusted, as appropriate, for (a) the usage of electric energy in the operation and maintenance of the Plant, (b) the electric losses in the generator step-up transformers and transmission and distribution lines between the Plant and the Point(s) of Delivery, and (c) to reflect sales to third parties pursuant to Subsection 3.6, Sales to Third Parties.

If any test of the billing meters discloses an inaccuracy of more than two (2%) percent fast or two (2%) percent slow, a billing adjustment shall be made to correct for the inaccuracy. If the time when the billing meters began to be in error can be determined, then the billing adjustment shall be made in accordance with such time. If, however, the time when the billing meters began to be in error cannot be determined, then for purposes of the billing adjustment, it shall be assumed that the error has existed for a period equal to one-half of the time elapsed since the meter was installed or one-half of the time elapsed since the last meter test, whichever is later. Should the billing meters at any time fail to register, the electric energy delivered at the corresponding Point of Delivery shall be determined by Consumers from the best available data. In the event that the terms of this paragraph conflict with the Interconnection Agreement, then the conflicting terms of the Interconnection Agreement shall prevail.

## 5. OPERATION OF PLANT

### 5.1 Scheduling of Deliveries

Pursuant to a schedule to be agreed upon by the Parties, Seller will provide Consumers with a projected schedule of Delivered Energy and Incidental Energy from the Plant. The actual operating level will be determined by Seller on an hourly basis. Seller will notify Consumers of changes to this schedule including, but not limited to, outages of generating equipment pursuant to Subsection 5.3.

Consumers shall have the right to instruct the Plant to cycle off-line during Emergencies and Exempt Operational Periods.

### 5.2 Seller's Operating Obligations

Seller shall operate and maintain the Plant in accordance with the following:

(a) Operating and maintenance standards established by the Plant's equipment suppliers.

(b) Operating practices as identified in Subsection 5.5, Operating Practices.

(c) East Central Area Reliability Coordination Agreement (ECAR), including any successor agreement, and NERC standards which apply to generating units.

(d) MISO (or any successor thereto) standards which apply to generating units.

(e) North American Electric Standards Board (including any successor) standards which apply to generating units.

(f) Prudent Utility Practices.

Seller shall have sufficient voltage regulation at the Plant to maintain an acceptable voltage level for Plant equipment during periods in which the Plant's generator is off line.

Seller shall control and operate the Plant consistent at all times with the terms of this Agreement.

Seller shall employ qualified personnel for monitoring the Plant and for coordinating the operation of the Plant. Seller shall insure that such personnel are on duty at all times, twenty-four (24) hours a Day and seven (7) Days a week. In addition, Seller shall identify contact personnel at the Plant control room to act as Seller's "on call" representative, able to be reached by Consumers at all times to receive and/or implement instructions regarding Plant operations in accordance with this Agreement. Consumers shall also identify contact personnel to be an "on call" representative.

Seller shall cooperate with Consumers in establishing operating plans to address topics such as, but not limited to, recovery from a local or widespread electric blackout.

Seller shall, upon Consumers' request during an Emergency, supply all electric energy the Plant is able to generate and Consumers is able to receive as Delivered Energy and Incidental Energy. If Seller has a Scheduled Outage and such Scheduled Outage occurs or would occur coincident with an Emergency, Seller shall reschedule the outage or, if the outage has begun, expedite the completion thereof.

Seller shall operate the Plant with its speed governors and voltage regulators in service whenever the Plant is connected to or operated in parallel with Consumers' system.

Seller shall, on a continuous basis, inform Consumers as to the operating status of the Plant, including, but not limited to, Plant outages pursuant to Subsection 5.3, Outages of Generating Equipment.

### 5.3 Outages of Generating Equipment

Seller shall provide to Consumers all material information relating to Plant outages and significant derates of Plant generating capacity which would affect Seller's ability to provide Delivered Energy or Incidental Energy. Such material information shall be sufficient for Consumers to determine and verify the severity and extent of such outages and derates.

#### 5.3.1 Scheduled Outages

Seller shall plan Scheduled Outages of generation capacity to accommodate the requirements and obligations of Consumers. A proposed schedule of generating capacity outages planned by Seller for a Calendar Year (or multiple Calendar Years as may be required by MISO) shall be submitted to Consumers in writing by August 1st of the prior Calendar Year. Consumers shall respond to such proposed schedule within thirty (30) Business Days of receipt and may request modifications in such proposed schedule. Seller shall comply with such requested modifications. If Consumers fails to respond within thirty (30) Business Days, such schedule shall be deemed acceptable. At least one (1) week prior to any Scheduled Outage, Seller shall confirm with Consumers the expected start date of such Scheduled Outage and the expected completion date of such Scheduled Outage. Seller shall notify Consumers of any subsequent changes to the Scheduled Outage. As soon as practicable, any oral notifications shall be confirmed in writing.

#### 5.3.2 Scheduled Unforeseen Outages

Seller shall plan Scheduled Unforeseen Outages of generating capacity to accommodate the requirements and obligations of Consumers. A schedule of the expected start date and completion date of such outage shall be submitted to Consumers in writing if time permits, or otherwise orally, at the time the need for such outage is determined. Consumers shall promptly respond to such submitted schedule and may request modifications in such schedule. Seller shall comply with such requested

modifications. Seller shall notify Consumers of any subsequent change(s) in such outage completion date. As soon as practicable, any oral notifications shall be confirmed in writing.

#### 5.3.3 Forced Outages

Seller shall, immediately upon learning that a Forced Outage has occurred or will occur, provide to Consumers an oral report of such Forced Outage and the expected return date of the Plant's generating capacity. Seller shall notify Consumers as soon as practicable of any subsequent changes in the Forced Outage. As soon as practicable, any oral notifications shall be confirmed in writing.

#### 5.3.4 Derates and Other Operating Parameters

Seller shall immediately provide to Consumers an oral report of any derates of Plant electric generating capacity as a result of (1) increased circulating water temperatures or ambient air temperatures, (2) inadequate fuel supply, (3) Seller's compliance with the provisions of Subsection 3.3, Permits and Laws, (4) interruptions or other transmission limitations from the Plant to the Point of Delivery which would restrict the flow of Delivered Energy and/or Incidental Energy, or (5) any other deficiency or degradation in Plant operation parameters or equipment and their anticipated duration in accordance with Operating Practices established pursuant to Subsection 5.5, Operating Practices.

#### 5.4 Emergencies and Exempt Operational Periods

Consumers shall not be obligated to accept electric energy or make renewable and energy payments pursuant to Subsection 6.1, Renewable Payment, Subsection 6.2, Variable Energy Payment, or Subsection 6.3, Incidental Energy Payment, for any electric energy which the Seller desires to deliver from the Plant during Emergencies or Exempt Operational Periods unless such electric energy is requested by Consumers during emergency conditions pursuant to Subsection 5.2, Seller's Operating Obligations. Exempt Operational Periods and any resulting waiver of payment obligations are subject to review and verification by the Michigan Public Service Commission pursuant to 18 CFR § 292.304(f)(4).

#### 5.5 Operating Practices

As a condition precedent to the Commercial Operation Date at any Plant Site, Seller and Consumers shall develop and agree upon written Plant operating practices. The operating practices will be based on the design of the Plant and the activities necessary to implement this Agreement. The operating practices are intended to be a guide on how to integrate the Plant's electric generation into Consumers' bulk electric system.

Consumers shall specify the topics covered by such operating practices, which may include, but are not necessarily limited to, formulation of operating practices, delivery of energy, scheduling of deliveries, outage scheduling, operating characteristics, available capacity, metering, and accounting and billing procedures.

**5.6 Subsequent Plant Site**

Seller may elect to provide energy to Consumers from the Plant located at the Subsequent Plant Site. The energy from said Plant shall be dedicated solely to fulfilling Seller's obligations under this Agreement. If Seller elects to maintain a Plant at both the Initial Plant Site and the Subsequent Plant Site as provided for herein, the energy to be provided by Seller to Consumers in accordance with this Agreement shall be considered to be the aggregate of the energy delivered from the Plants at both such Plant Sites.

**5.7 Subsequent Commercial Operation Date**

Subject to the terms and conditions of this Agreement, Seller shall sell and deliver to Consumers and Consumers shall purchase and accept from Seller at the Point(s) of Delivery, Delivered Energy and Incidental Energy beginning on the Commercial Operation Date at the Subsequent Plant Site and continuing until the termination of this Agreement. Seller's generation of Delivered Energy and Incidental Energy shall be in accordance with this Section 5, Operation of Plant. Compensation for such Delivered Energy and Incidental Energy shall be in accordance with Section 6, Compensation. The Commercial Operation Date at the Subsequent Plant Site will be the first date on or after all of the following conditions precedent have been satisfied:

(a) Seller shall have provided to Consumers an opinion of Seller's counsel stating that Seller has obtained for the Subsequent Plant Site all necessary licenses, permits, certificates and approvals in accordance with Subsection 3.3, Permits and Laws;

(b) Seller shall have developed and provided to Consumers written operating practices for operation at the Subsequent Plant Site in accordance with Subsection 5.5, Operating Practices;

(c) Seller shall have provided proof to Consumers that it has an executed Interconnection Agreement associated with the Subsequent Plant Site and that it has been authorized under the terms of the Interconnection Agreement to begin parallel operation at such site.

Consumers shall notify Seller orally of the Commercial Operation Date at the Subsequent Plant Site and shall provide written confirmation of the Commercial

Operation Date at the Subsequent Plant Site to Seller within ten (10) Days after such Commercial Operation Date.

In the event Seller has elected to provide energy from both Plant Sites as provided in Subsection 5.6 above, payments shall be made on the aggregate of such energy provided; however, in no event shall Consumers make a renewable or variable payment for any energy which exceeds Contract Energy.

5.8 MISO Registration

Seller shall not register the Plant with MISO during the term of this Agreement without the consent of Consumers, which consent shall not be unreasonably withheld. Consumers may require as a condition of its consent to such registration that prior to or simultaneously with such registration, this Agreement be amended to provide assurances satisfactory to Consumers that Consumers will not be exposed to additional charges as a consequence of implementing the provisions of this Agreement with such registration in effect.

6. COMPENSATION

6.1 Renewable Payment

Commencing with the Commercial Operation Date and continuing for the term of this Agreement, Consumers shall pay Seller the Renewable Purchase Price on Delivered Energy for the Billing Month. Such payments shall be made on a Monthly basis.

Beginning in the sixth full Calendar Year after the Commercial Operation Date and in each Calendar Year thereafter, if the previous five-Year average of Delivered Energy is less than ninety percent (90%) of the Contract Energy, then the Renewable Purchase Price to be applied to Delivered Energy during the Calendar Year following such five-Year period shall be equal to the ratio of the five-Year average of Delivered Energy to the Contract Energy times the Renewable Purchase Price. For any period during which (a) Seller is unable to deliver Delivered Energy pursuant to Subsection 10.2, Obligations Under Force Majeure, (b) Seller makes sales to third parties pursuant to Subsection 3.6, Sales to Third Parties, (excluding periods related to subpart (iv) of such subsection), (c) Consumers is unable to receive Delivered Energy pursuant to Subsection 10.2, Obligations Under Force Majeure, or (d) Consumers elects not to accept electric energy from Seller pursuant to Subsection 5.4, Emergencies and Exempt Operational Periods, and for purposes of this paragraph and Subsection 14.1, Early Termination by

Consumers, only, Delivered Energy shall be deemed to be equal to the Delivered Energy demonstrated to be available by Seller to Consumers' satisfaction during such period.

Consumers shall not be obligated to accept electric energy or make Monthly renewable payments pursuant to this Subsection 6.1 hereof for electric energy which the Seller may have available at the Plant during periods as defined pursuant to Subsection 5.4, subject to MPSC verification as described in Subsection 5.4.

6.2 Variable Energy Payment

Commencing with the Commercial Operation Date of the Plant and continuing for the term of this Agreement, as a Monthly variable energy payment for Delivered Energy for that Billing Month from Seller hereunder, Consumers shall pay Seller the sum of the hourly products of the hourly integrated total of Delivered Energy and the Energy Purchase Price. Such payments shall first be made on the basis of the estimated Energy Purchase Price and then reconciled on the basis of the actual Energy Purchase Price.

Consumers shall not be obligated to accept electric energy or make variable energy payments for electric energy which the Seller may have available at the Plant during periods as defined pursuant to Subsection 5.4.

6.3 Incidental Energy Payment

Commencing with the Commercial Operation Date of the Plant and continuing for the term of this Agreement, as a Monthly Incidental Energy payment for Incidental Energy for that Billing Month from Seller hereunder, Consumers shall pay Seller the sum of the hourly products of the hourly integrated total of Incidental Energy and the applicable Incidental Energy Price.

Consumers shall not be obligated to accept electric energy or make Incidental Energy payments for electric energy which the Seller may have available at the Plant during periods as defined pursuant to Subsection 5.4.

6.4 Regulatory Disallowance

If the Michigan Public Service Commission has indicated in an order that it is unlikely that Consumers will be permitted complete recovery from its customers of the renewable, variable energy or Incidental Energy payments to be paid pursuant to this Agreement, then Consumers shall have the right to require that the payments to be paid by Consumers under Subsection 6.1, Renewable Payment, Subsection 6.2, Variable Energy Payment, and Subsection 6.3, Incidental Energy Payment, be adjusted to the payments

which the Michigan Public Service Commission indicates Consumers can recover from its customers. Any such adjustment shall be effective no earlier than the date of such Michigan Public Service Commission order. Pending appellate review of such order and final determination of the payments that may be recovered by Consumers pursuant to this Agreement, the amounts not paid to the Seller due to any such adjustment shall be placed by Consumers in an interest bearing separate account with the administrative costs incurred by that account to be borne by the account. The balance in the separate account, less administrative costs, shall be paid to the appropriate Party upon the completion of appellate review which establishes the payments which Consumers will be permitted to recover from its customers. Future renewable, variable energy and Incidental Energy payments to be paid by Consumers shall be no greater than will be recoverable from Consumers' customers pursuant to such final appellate determination.

Seller shall refund to Consumers any portions of the renewable, variable energy or Incidental Energy payments made by Consumers to Seller under this Agreement which Consumers is not permitted, for any reason, to recover from its customers through its electric rates, or at Consumers' sole option, Consumers shall offset said amounts against amounts owed Seller by Consumers as provided in Section 8, Billing.

The provisions of this Subsection 6.4 shall govern over any conflicting provisions of this Agreement.

#### 7. ADMINISTRATIVE CHARGE

To compensate Consumers for administrative costs incurred in administering this Agreement, beginning with the Commercial Operation Date and thereafter during the term of this Agreement, Seller shall pay Consumers a Monthly administrative charge, the amount of which shall be one-tenth of a cent (0.1 cent) per kilowatthour for all electric energy delivered to Consumers during such Month, said charge to be no less than the 1991 base rate minimum of \$200.00 and no more than the 1991 base rate maximum of \$2,000.00 as adjusted from the Year 1991 to the applicable Billing Month via the Year to Year value for the month of January of the Consumer Price Index-Urban Wage Earners and Clerical Workers as published by the Bureau of Labor and Statistics or any succeeding publication. If the Commercial Operation Date occurs prior to the Month of April in a Calendar Year, then the administrative charge calculated on the basis of the previous Calendar Year shall be used. Each April that follows after the Commercial Operation Date during the term of this

Agreement, said base rates shall be adjusted by the Year to Year value for the month of January of the Consumer Price Index-Urban Wage Earners and Clerical Workers as published by the Bureau of Labor and Statistics or any succeeding publication. Said administrative charges shall be offset against amounts owed Seller by Consumers as provided in Section 8, Billing.

8. BILLING

After the end of each Billing Month, Consumers shall submit to Seller a statement which shall identify any amounts owed by Consumers pursuant to Section 6, Compensation, during such Billing Month. Such statement shall use data obtained from metering equipment pursuant to Section 4, Metering. Such statement shall also identify, as an offset to the amounts owed by Consumers to Seller pursuant to Section 6 hereof, the administrative charge owed by Seller pursuant to Section 7, Administrative Charge, and any applicable offsets pursuant to Subsection 6.4, Regulatory Disallowance.

The net amount due Seller shall be paid by Consumers via electronic funds transfer of said amount by the last joint banking day of the Calendar Month following the Billing Month. Any amounts not paid when due (including reconciliation of variable energy payments pursuant to Section 6.2, Variable Energy Payment) shall bear interest until paid at the prime rate established by the CitiBank, N.A. as published in the Wall Street Journal on the date the amount becomes due, plus one (1%) percent or the highest rate permitted by law, whichever is less. Notwithstanding the previous sentence, in no event will Consumers be required to pay interest on any amounts owed Seller as a result of adjustments made pursuant to the following paragraph.

In the unlikely event that metering equipment data is unavailable, Consumers may render a statement based on its best estimate of the amount owed by Consumers in order to meet the payment deadline in the second paragraph of this Section 8. If such an estimate is used, an adjustment will be made to the following Billing Month statement to correct the prior Billing Month estimate to actual metering equipment data, if such data becomes available.

## 9. ADMINISTRATIVE COMMITTEE

### 9.1 Purpose

From time to time various administrative and technical matters may arise in connection with the terms and conditions of this Agreement which will require the cooperation and consultation of the Parties and the exchange of information. As a means of providing for such cooperation, consultation and exchange, an Administrative Committee is hereby established with the functions described in Subsections 9.1 through 9.4 hereof. However, the Administrative Committee shall not (1) have the authority to amend this Agreement or (2) diminish in any manner the authority or responsibility of either Party as set forth in the various sections of this Agreement.

### 9.2 Membership

The Administrative Committee shall have two (2) members. Within sixty (60) Days after execution of this Agreement, each Party shall designate its representative on the Administrative Committee and shall promptly give written notice thereof to the other Party. Thereafter, each Party shall promptly give written notice to the other Party of any change in the designation of its representative on the Administrative Committee. The Chairman of the Administrative Committee shall be the Consumers' representative. All actions taken by the Administrative Committee must be approved by both members.

### 9.3 Meetings

The Administrative Committee shall meet on dates and at locations to be mutually agreed upon by the representatives. Meetings may be attended by individuals other than the representatives of the Parties.

### 9.4 Functions

The Administrative Committee shall have the following functions:

- (1) Provide liaison between the Parties at the management level and exchange information with respect to significant matters of design, construction, operation, and maintenance of the Plant.
- (2) Appoint ad hoc committees, the members of which need not be members of the Administrative Committee, as necessary to perform detailed work and conduct studies regarding matters requiring investigation.

- (3) Review, discuss and attempt to resolve disputes arising under this Agreement.

#### 9.5 Expenses

Each Party shall be responsible for the salary and out-of-pocket expenses of its representative and its other attendees. All other expenses incurred in connection with the performance by the Administrative Committee of its functions shall be allocated and paid as determined by the Administrative Committee.

### 10. FORCE MAJEURE

#### 10.1 Definition

Except as provided below in this Subsection 10.1, the term "Force Majeure" means acts of God; flood; earthquake; storm or other natural calamity; war; insurrection; riot; curtailment, order, regulation or restriction imposed by governmental authority; fire or explosion not caused by criminal acts; or other similar cause beyond the reasonable control but not due to negligence of the Party affected. Notwithstanding the foregoing, for purposes of this Agreement, the term "Force Majeure" shall not include: (1) shortages of supplies and shortages of fuel, other than shortages of fuel occurring in time of calamity which is preventing major users in the United States, including the Seller, from obtaining fuel for their operations; (2) mechanical breakdown of equipment; and (3) strikes or labor disturbances of employees of the Party affected.

#### 10.2 Obligations Under Force Majeure

Force Majeure shall apply only to the following situations:

- (a) If Seller is rendered unable by the occurrence of a Force Majeure event to meet the Bid Price COD date established in Subsection 3.1, Commercial Operation Date at the Initial Plant Site, then, for the duration of the Force Majeure event, subject to the conditions below, Seller's obligations thereunder shall be suspended.
- (b) If Seller is rendered wholly or partially unable by the occurrence of a Force Majeure event at its Plant or facilities to generate and deliver electric energy, then, for the duration of the Force Majeure event, subject to Section 14, Early Termination After Commercial Operation Date, and the

conditions below, Seller's obligations to deliver electric energy to Consumers and Consumers' obligation to pay for any renewable, variable energy and incidental electric energy pursuant to Section 6, Compensation, shall be limited to the amount of renewable, variable and incidental electric energy that Seller delivers.

- (c) If Consumers is rendered unable by the occurrence of a Force Majeure event at its facilities to receive electric energy produced by Seller, then, for the duration of the Force Majeure event, subject to the conditions below, Seller's obligation to deliver electric energy to Consumers and Consumers' obligation to pay Seller for any renewable, variable energy and incidental electric energy pursuant to Section 6, Compensation, shall be suspended to the extent that Consumers is unable to receive the Delivered Energy produced by Seller.

The Party rendered wholly or partially unable to perform because of a Force Majeure event shall promptly give written notice thereof to the other Party, including an estimate of the anticipated duration of such Force Majeure event and the effect of the Force Majeure event on the Party's performance obligation. Unless performance has already resumed, the Party rendered wholly or partially unable to perform because of a Force Majeure event shall, within thirty (30) Days of the date upon which such notice of Force Majeure was provided, and at Monthly intervals thereafter, submit to the other Party an analysis/update of the Force Majeure event including activities or modifications necessary for the Party to resume performance. Upon the conclusion of the Force Majeure event, the Party heretofore unable to perform shall resume performance of the obligation previously suspended.

Notwithstanding any of the foregoing provisions, Seller shall not claim Force Majeure for more than three hundred sixty-five (365) Days from the date Consumers submitted this Agreement to the MPSC for approval pursuant to the second paragraph of Section 2 hereof in failing to meet the Bid Price COD date and neither Party shall claim Force Majeure for more than a total of seven hundred thirty (730) Days during the term of this Agreement.

### 10.3 Continued Payment Obligation

Any Party's obligation to make payments already due under this Agreement shall not be suspended by Force Majeure.

## 11. INDEMNITY

The Seller shall indemnify, defend and save Consumers and its officers, agents and employees harmless from any and all liability, claims, demands, costs, judgments, loss or damage, including attorney fees and any charges assessed by MISO in the event the Plant is registered with MISO, attributable to or resulting from the installation/construction, maintenance, possession or operation of the Plant, except those caused solely by the negligence of Consumers. Without limiting the foregoing, the Seller shall at Consumers' request, defend at Seller's expense any suit or proceeding brought against Consumers for any of the above-named reasons. Sellers' indemnification shall not include damage and injuries occurring on Consumers' own system after the Point of Delivery, unless the damage or injuries to such system would not have occurred but for the operation of the Plant or is caused by the sole negligence of the Seller.

Consumers shall indemnify, defend and hold the Seller, its officers, agents and employees harmless from any liability, claims, demands, costs, judgments, loss or damage, including attorney fees, resulting from damage or injuries occurring on Consumers' own system after the Point of Delivery, unless the damage or injuries on Consumers' system would not have occurred but for the operation of the Plant or is caused by the sole negligence of the Seller.

## 12. DISAGREEMENTS

### 12.1 Administrative Committee Procedure

If any disagreement arises on major matters pertaining to this Agreement, the disagreement shall be brought to the Administrative Committee, which shall attempt to resolve the disagreement in a timely manner. If the Administrative Committee can resolve the disagreement, such resolution shall be reported in writing to and shall be binding upon the Parties provided such resolution shall not alter or amend this Agreement. If the Administrative Committee cannot resolve the disagreement within a reasonable time, the President of Consumers or the senior officer of Seller can, by written notice to the members of the Administrative Committee, withdraw the matter from consideration by the

Administrative Committee and submit the same for resolution to the President of Consumers and the senior officer of Seller. If these representatives of the Parties agree to a resolution of the matter, such resolution shall be reported in writing to, and shall be binding upon, the Parties; but if said representatives fail to resolve the matter within seven (7) Days after its submission to them, then the matter shall proceed to arbitration as provided in Subsection 12.2.

#### 12.2 Arbitration

If pursuant to Subsection 12.1, Administrative Committee Procedure, the Parties are unable to resolve a disagreement arising on a major matter pertaining to this Agreement, such disagreement shall be settled by arbitration and any award issued pursuant to such arbitration may be enforced in any court of competent jurisdiction. Either Party may commence arbitration by serving written notice thereof on the other Party designating the issue(s) to be arbitrated and the specific provisions of this Agreement under which such issues arose. Representatives from Consumers and Seller shall meet for the purpose of jointly selecting an arbitrator within ten (10) Days after the date of such notice. If no arbitrator has been selected within twenty (20) Days of the date of such notice, then an arbitrator shall be selected in accordance with the procedures of the American Arbitration Association. The decision of the arbitrator shall be final and binding upon both Parties. Any such arbitration shall be conducted in accordance with commercial arbitration rules of the American Arbitration Association in effect on the date of such notice other than as specifically modified herein. The arbitrator shall be bound by the provisions of this Agreement, where applicable, and shall have no authority to modify such provisions in any manner. The arbitrator may grant any remedy or relief he or she deems just and equitable within the scope of this Agreement, including interest on any award, but shall have no authority to award any remedy or relief inconsistent with this Agreement.

#### 12.3 Obligations to Continue

At all times, pending the resolution of any disagreement, the Parties shall continue to perform their obligations pursuant to this Agreement.

### 13. SUCCESSORS AND ASSIGNS

This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the respective Parties hereto. This Agreement shall not be assigned by a Party without the other Party's prior written consent, which consent shall not

be unreasonably withheld, but provided that (i) any assignee shall expressly assume assignor's obligations hereunder; and (ii) unless expressly agreed to by the other Party, no assignment shall relieve the assignor of its obligations hereunder in the event its assignee fails to perform. Any attempted assignment or transfer without such consent shall be void and not merely voidable.

14. EARLY TERMINATION AFTER COMMERCIAL OPERATION DATE

14.1 Early Termination by Consumers

Subject to Subsection 6.1, Renewable Energy Payment, and beginning with the first Calendar Year after the Calendar Year in which the Commercial Operation Date occurs, if the ratio of the Plant's Delivered Energy to Contract Energy for both of any two consecutive eligible Calendar Years is less than 25%, then Consumers may terminate this Agreement by giving Seller written notice at any time after the end of such second consecutive eligible Calendar Year. An "eligible" Calendar Year is a Calendar Year in which the duration of Force Majeure event(s) which wholly or partially suspends electric energy generation pursuant to Subsection 10.2, Obligations Under Force Majeure, hereof does not exceed two hundred seventy (270) Days. Consumers shall provide to Seller and, if applicable, Seller's lender(s), thirty (30) Days' prior written notice of such termination.

14.2 Early Termination by Seller

In the event that there is any reduction in payments to Seller pursuant to Subsection 6.4, Regulatory Disallowance; Seller may terminate this Agreement by giving Consumers thirty (30) Days' prior written notice.

15. GOVERNING LAW

This Agreement shall be deemed to be a Michigan contract and shall be construed in accordance with and governed by the laws of Michigan, without regard to principles of conflicts of law.

16. HEADINGS

The various headings set forth in this Agreement are for convenience only and shall not affect the construction or interpretation of this Agreement.

17. NOTICE TO PARTIES

Unless otherwise provided in this Agreement, any notice, consent or other communication required to be made under this Agreement shall be in writing and shall be mailed first class US mail, postage prepaid or delivered to the address set forth below or to such other address as the receiving Party may designate in writing:

Consumers: Consumers Energy Company  
Attention: David F. Ronk, Jr.  
Director, Transaction Strategies  
1945 W Parnall Rd  
Jackson, MI 49201

Seller: Zeeland Farm Services, Inc.  
Attention: Brian S. Terborg  
Vice President and Controller  
2468 84<sup>th</sup> Avenue  
Zeeland, MI 49464

All notices shall be effective when received.

18. WAIVER

No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of, a breach by the other Party, whether express or implied, shall not constitute a continuing waiver of, or consent to, or excuse any subsequent or different breach, nor in any way affect the validity of this Agreement or any part thereof, or the right of any Party to thereafter enforce each and every provision hereof.

19. NONSEVERABILITY

If this Agreement or any provision hereof is declared invalid in whole or in part by any court or other tribunal of competent jurisdiction, then unless otherwise agreed by the Parties hereto, the entire Agreement shall be deemed void and inoperative.

20. MISCELLANEOUS

20.1 No Third Party Beneficiaries

This Agreement is intended solely for the benefit of the Parties hereto. Nothing in this Agreement shall be construed to create any duty to, or standard of care with reference to, or any liability to, any person not a Party to this Agreement.

20.2 Disclaimer of Joint Venture, Partnership and Agency

This Agreement shall not be interpreted or construed to create an association, joint venture or partnership between the Parties or to impose any partnership obligation or liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

21. ENTIRE AGREEMENT AND AMENDMENTS

With respect to the subject matter hereof, this Agreement supersedes all previous representations, understandings, negotiations and agreements either written or oral between the Parties hereto or their representatives and constitutes the entire agreement of the Parties. No amendments or changes to this Agreement shall be binding unless made in writing and duly executed by both Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

APPROVED AS TO FORM

*sh*  
*8-19-03*

Consumers Energy Company

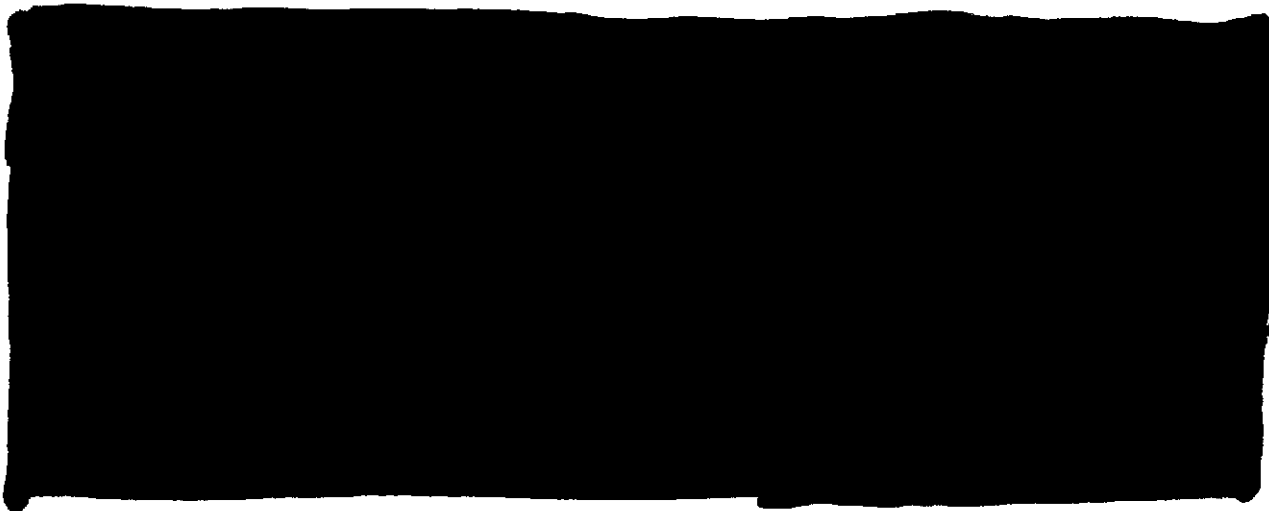
By: *W. C. Cravitz*  
Senior Vice President

Zeeland Farm Services, Inc.

By: *Clifford C. Meunier*  
President


Legal Description of Plant Site

The legal description below pertains to a specific 10.9 acre parcel that the generating facility will be built upon. This 10.9 acre parcel is part of approximately 37 total contiguous acres controlled by Seller.



Renewable Purchase Price Schedule

Beginning with the Commercial Operation Date ("COD") and continuing each Month thereafter until this Agreement is terminated, Consumers shall pay for Delivered Energy (up to Contract Energy) based on the following schedule.

<u>Commencing On Listed Anniversary Date</u>	<u>Renewable Purchase Price (cents/kWh)</u>
COD	
1	
2	
3	
4	
5	
6	
Until Termination	

AMENDMENT NO. 1 TO  
POWER PURCHASE AGREEMENT  
BETWEEN CONSUMERS ENERGY COMPANY  
AND  
NORTH AMERICAN NATURAL RESOURCES, INC.  
(WHITE LAKE LANDFILL GENERATING FACILITY)

THIS AMENDMENT NO. 1 to Power Purchase Agreement, is made and entered into as of November 1, 2005, between Consumers Energy Company, a Michigan corporation, herein called "Consumers," and North American Natural Resources, Inc., a Michigan corporation, herein called "Seller." Consumers and Seller are hereinafter sometimes referred to individually as "Party" and collectively as "Parties" where appropriate.

WITNESSETH:

WHEREAS, on August 18, 2005, the Parties entered into a Power Purchase Agreement for the purposes of establishing the terms and conditions under which Consumers would purchase from Seller energy pursuant to Consumers' renewable resource program, and

WHEREAS, said Power Purchase Agreement was approved by the Michigan Public Service Commission in its October 18, 2005 order in MPSC Case No. U-14626; and

WHEREAS, the Parties hereto desire to amend the Power Purchase Agreement as hereinafter provided.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, the Parties hereto agree to amend the Power Purchase Agreement as follows:

1. In the second sentence of Subsection 3.6 the phrase "and Consumers shall transfer to Seller payments or charges received from MISO for electric energy delivered pursuant to this Subsection 3.6" is deleted.
2. The following sentence is added to the end of Subsection 4.1: "In the event that the Plant at the Initial Plant Site ceases to be registered with MISO, or meter data is not required by MISO and not submitted to MISO, then the provisions of this Subsection 4.1 shall not apply and the provisions of Subsection 4.2 shall apply to the Plant at the Initial Plant Site."

3. In the first sentence of the first paragraph of Subsection 5.1 the phrase “which Consumers, to the extent the Plant has been registered with MISO by Consumers, will submit to MISO” is deleted.
4. The first paragraph of Subsection 5.8 is deleted and replaced with the following:

“As of the date of this Agreement, the Plant at the Initial Plant Site is registered with MISO. To the extent that the Plant at the Initial Plant Site is registered with MISO as a Consumers’ asset, Consumers shall be responsible for financial settlement with MISO with respect to Delivered Energy and Incidental Energy delivered by Seller hereunder and Seller shall be responsible, directly or indirectly, for financial settlement with MISO for all other electric energy deliveries by Seller hereunder. The Parties shall cooperate to remove the MISO registration for the Plant at the Initial Plant Site by the next MISO model update allowed by MISO following the date of execution Amendment No. 1 to this Agreement so that the Plant at the Initial Plant Site is removed from the MISO model.”
5. Between “the” and “Subsequent” in the first sentence of the second paragraph of Subsection 5.8, the phrase “Initial Plant Site or” is inserted.
6. This Amendment No. 1 shall be effective as of the date first stated above. The Parties hereto believe that the revisions to the Power Purchase Agreement set forth in this Amendment No. 1 do not materially alter the agreement reached by the Parties as set forth in the Power Purchase Agreement. If the MPSC rescinds its approval of the Power Purchase Agreement as a result of the execution of this Amendment No. 1, then this Amendment No. 1 shall be void *ab initio* and the Power Purchase Agreement shall constitute the entire agreement between the Parties hereto.

7. Except as hereinabove modified and supplemented, all the terms and conditions of the Power Purchase Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1 to Power Purchase Agreement as of the date first stated above.

CONSUMERS ENERGY COMPANY

By \_\_\_\_\_

NORTH AMERICAN NATURAL RESOURCES, INC.

By  \_\_\_\_\_