

MPSC Case No. U-14754

Exhibit DOM-93

STATE OF MICHIGAN
MONTMORENCY COUNTY
Recorded & Filed

05-04-1999 13:11:38

DEDICATION OF RESERVES

TERESA WALKER
REGISTER OF DEEDS

**Transportation Services
Montmorency County**

This Dedication Agreement made as of this 1st day of December, 1998, between MichCon Gathering Company ("Transporter") and GeoTrend Exploration, Inc., its heirs, personal representatives, successors and assigns (collectively "Producers").

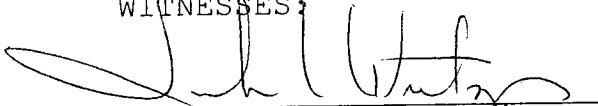
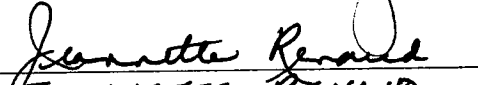
In consideration for transportation services provided on the Antrim Expansion Project Pipeline System ("Pipeline") and subject to the mutual covenants and agreements set forth in this Dedication Agreement, the parties agree as follows:

1. Producers dedicate to the transportation services provided on the Pipeline, all of the natural gas produced from the Devonian age Antrim shale formation which Producers own or control and is produced from the unitized acreage and land described on Attachment 1 ("Dedicated Reserves"). Producers represent that they either own valid leases covering the interests in or under, or that they have the legal right to dedicate, the real property described on Attachment 1. Transporter has no obligation to provide firm transportation on the Pipeline for any Antrim Gas delivered or caused to be delivered by Producers that is not covered by this Dedication Agreement.

2. This Dedication Agreement is effective as of December 1, 1998.
3. It is the intent of the parties that the dedication of reserves provided for in this Dedication Agreement runs with the real property described on Attachment 1 for the life of the Dedicated Reserves and, as such, binds all subsequent transferees of any interests in that real property. Accordingly, Producers agree that this document may be recorded by Transporter in the appropriate governmental office in order to place any such subsequent transferees on notice that they are bound by this Dedication Agreement. Transporter will provide Producers with a copy of the recorded instrument promptly following recordation.
4. This Dedication Agreement and the Transportation Agreement under which Producers' gas is shipped constitute the entire agreement between Transporter and Producers concerning dedication of reserves for transportation on the Pipeline. This Dedication Agreement supersedes all other prior understandings, representations, promises, undertakings, agreements or inducements, whether written or oral, concerning dedication of reserves for transportation on the Pipeline. This Dedication Agreement may be modified or amended only in writing and signed by both parties.
5. This Dedication Agreement may be executed in counterpart and shall be binding upon all parties executing the same, their heirs, personal representatives, successors and assigns, whether or not executed by all parties owning an interest in the real property referenced in Attachment 1.

IN WITNESS WHEREOF, the parties have caused this Dedication Agreement to be executed as of the date first written above.

WITNESSES:


JULIE L. WEITZMAN

JEANNETTE RENAUD

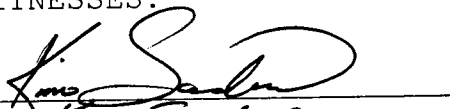
MichCon Gathering Company

By: 

Name: RONALD G. CHRISTIAN

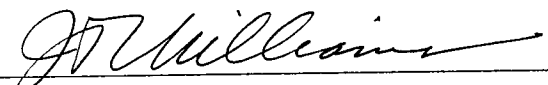
Title: Secretary

WITNESSES:


Kim Sanders

ANTOINETTE R. PETRARCA

GeoTrend Exploration, Inc.

By: 

Name: J.T. Williams

Title: Chairman

THE ENTIRE... which... is... constitute...

ACKNOWLEDGMENTS

STATE OF MICHIGAN)) ss
COUNTY OF WAYNE)

On this 13th day of January, 1999, before me, a Notary Public in and for the State and County stated below, personally appeared RONALD E. CHRISTIAN, the Secretary of MichCon Gathering Company, a Michigan corporation, on behalf of which he executed the foregoing Dedication Agreement, and acknowledged the same to be the free act and deed of said corporation, effective as of the 1st day of December, 1998.

Delia Q. White

Delia A. DiVito, Notary Public
Oakland County, Michigan
Acting in Wayne County
My Commission Expires: June 22, 2001

STATE OF MICHIGAN)
COUNTY OF Wayne) ss

On this 14 day of January, 1999, before me, a Notary Public in and for the State and County aforesaid, personally appeared J.T. Williams, the Chairman of GeoTrend Exploration, Inc., a Michigan corporation, on behalf of which he executed the foregoing Dedication Agreement and acknowledged the same to be the free act and deed of said corporation, effective as of the 1st day of December, 1998.

Cindy K. Gerbe

Notary Public

My Commission Expires:

CINDY L. GERBE

Notary Public, Macomb County, Michigan
Acting in Wayne County, MI
My Commission Expires March 20, 2002

This instrument prepared by:
Julie A. Cohen
MichCon Gathering Company
500 Griswold Street
Detroit, Michigan 48226
Tel: (313) 256-5201

Return to:
Tom Dahlman
Michigan Consolidated Gas Company
500 Griswold, 24th Floor
Detroit, Michigan 48226

Attachment 1
Geotrend Exploration Inc. - Montmorency County - AEP (ASAT)

Project Name	County	Unit Description
Bengal	Montmorency	<u>Township 29 North, Range 2 East, Albert Township</u> Section 27: N/2 NW/4 & SW/4 NW/4 & NW/4 SW/4 & S/2 SW/4 Section 28: NE/4 NE/4 Section 30: S/2 SW/4 & SW/4 SE/4 Section 31: Entire Section 32: Entire Section 33: Entire

MPSC Case No. U-14754

Exhibit DOM-94

OTSEGO COUNTY
MICHIGAN
RECEIVED FOR RECORD

99 NOV 16 PM 3:33

EVELYN H. PRATT
CLERK / REGISTER OF DEEDS

DEDICATION OF RESERVES

ASATT Services
Otsego County

This Dedication Agreement made as of this 1st day of January, 1999, between MichCon Gathering Company ("MichCon Gathering") and Guardian Energy Management Corp. its heirs, personal representatives, successors and assigns (collectively "Producers").

In consideration for transportation and CO₂ treating services provided on the Antrim Expansion Project Pipeline System ("Pipeline") and subject to the mutual covenants and agreements set forth in this Dedication Agreement, the parties agree as follows:

1. Producers dedicate to the transportation and CO₂ treating services provided by MichCon Gathering, all of the natural gas produced from the Devonian age Antrim shale formation which Producers own or control and is produced from the unitized acreage and land described on Attachment 1 ("Dedicated Reserves"). Producers represent that they either own valid leases covering the interests in or under, or that they have the legal right to dedicate, the real property described on Attachment 1. MichCon Gathering has no obligation to provide firm transportation and CO₂ treating services on the Pipeline for any Antrim Gas delivered or

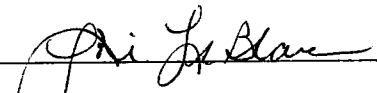
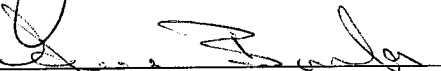
caused to be delivered by Producers that is not covered by this Dedication Agreement.

2. This Dedication Agreement is effective as of January 1, 1999.
3. It is the intent of the parties that the dedication of reserves provided for in this Dedication Agreement runs with the real property described on Attachment 1 for the term of the Antrim Gas Service Agreement (ASATT 55) dated January 1, 1999, between Michigan Consolidated Gas Company and Guardian Energy Management Corp., including any extensions thereto, and, as such, binds all subsequent transferees of any interests in that real property. Accordingly, Producers agree that this document may be recorded by MichCon Gathering in the appropriate governmental office in order to place any such subsequent transferees on notice that they are bound by this Dedication Agreement. MichCon Gathering will provide Producers with a copy of the recorded instrument promptly following recordation.
4. This Dedication Agreement and the Transportation and Treating Agreement under which Producers' gas is shipped constitute the entire agreement between MichCon Gathering and Producers concerning dedication of reserves for transportation on the Pipeline. This Dedication Agreement supersedes all other prior understandings, representations, promises, undertakings, agreements or inducements, whether written or oral, concerning dedication of reserves for transportation on the Pipeline. This Dedication Agreement may be modified or amended only in writing and signed by both parties.
5. This Dedication Agreement may be executed in counterpart and shall be binding upon all parties executing the same, their heirs, personal representatives, successors and assigns,

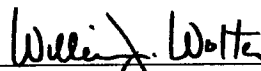
whether or not executed by all parties owning an interest in the real property referenced in Attachment 1.

IN WITNESS WHEREOF, the parties have caused this Dedication Agreement to be executed as of the date first written above.

WITNESSES:

MICHCON GATHERING COMPANY 

By: 

Name: William J. Wolter

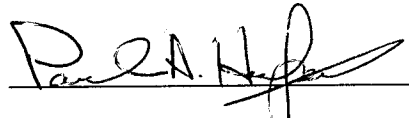
Title: President

WITNESSES:


Kimberly J. Weber

Kathy J. Rosinski

GUARDIAN ENERGY MANAGEMENT CORP.

By:  

Name: Paul A. Halpern

Title: Vice-President

ATTACHMENT 1
Guardian Energy Management Corp. - Otsego County - AEP

<u>Project Name</u>	<u>Allocation Number</u>	<u>RMS Number</u>	<u>County</u>	<u>Unit Description</u>
Dover West		80041	Otsego	<u>T31N, R2W</u> Section 20: E/2 SE/4 Section 28: W/2 NW/4 & SE/4 NW/4 Section 29: W/2; W/2 SE/4 & NE/4 Section 30: S/2 Section 31: W/2; NE/4 & NW/4 SE/4 Section 32: NW/4
<i>85 050-020 - 400 ✓</i> <i>028 - 200 ✓</i> <i>039 - all ✓</i> <i>030 - 300, 400 ✓</i> <i>031 - all ✓</i> <i>032 - 200 ✓</i>				
<i>85 080-025 - 400</i> <i>036 - 100, 400</i>				<u>T31N, R3W</u> Section 25: E/2 SE/4 Section 36: E/2 E/2
Charlton 21 NR (Piegion River - Sawdust)		80045	Otsego	<u>T31N, R1W</u> Section 22: NE/4 & NW/4 SE/4 Section 23: NE/4; N/2NW/4; NW/4 SW/4 & NW/4 SE/4
Schoeder	81008	80027	Otsego	<u>T30N, R1W</u> Section 08: N/2 NW/4 & E/2 Section 09: W/2 Except NE/4 NW/4 Section 16: E/2 NE/4
<i>85 022-022 - 100, 400 ✓</i> <i>023 - all ✓</i>				
<i>85 021-008 - 100, 200, 400 ✓</i> <i>009 - 200, 300</i> <i>016 - 100</i>				

ACKNOWLEDGMENTS

STATE OF MICHIGAN)
) ss
 COUNTY OF Wayne

On this 12th day of August 1999, before me, a Notary Public in and for the State and County aforesaid, personally appeared William J. Wolter, the President of Michigan Consolidated Gas Co., a Michigan corporation, on behalf of which he executed the foregoing Dedication Agreement, and acknowledged the same to be the free act and deed of said corporation, effective as of the 1st day of January, 1999.

Thomas M. Dahlman
 Notary Public Thomas M. Dahlman
Macomb County, Michigan
 My Commission Expires: 10-25-00
Acting in Wayne County

STATE OF MICHIGAN)
 Grand) ss
 COUNTY OF Traverse

On this 12th day of August, 1999, before me, a Notary Public in and for the State and County aforesaid, personally appeared Paul A. Halpern, the Vice-President of Guardian Energy Mgmt., a Michigan corporation, on behalf of which he executed the foregoing Dedication Agreement and acknowledged the same to be the free act and deed of said corporation, effective as of the 1st day of January, 1999.

Kimberly J. Weber
 Notary Public, Kimberly J. Weber
Grand Traverse County, Michigan
 My Commission Expires: 4-10-2001

This instrument prepared by:
 Julie A. Cohen

500 Griswold Street
Detroit, Michigan 48226
Tel: (313) 256-5201

Return to:
Tom Dahlman
Michigan Consolidated Gas Company
500 Griswold, 24th Floor
Detroit, Michigan 48226

MPSC Case No. U-14754

Exhibit DOM-95

U-14754
DOMC-1.1/1

DEDICATION OF ANTRIM RESERVES

This letter agreement between Michigan Consolidated Gas Company ("MichCon") and

Wolverine Gas and Oil Co., Inc.

("Producer") (collectively, the

"Parties") confirms our agreement concerning the dedication of certain natural gas reserves for transportation or transportation and treating on the Antrim Header System ("Antrim Service"). The Parties agree as follows:

1. Producer hereby dedicates to the transportation and treating services provided by MichCon on the Antrim Header System all of the natural gas produced from the Antrim shale formation which it owns or controls and is produced from the unitized acreage set forth on Exhibit A ("Dedicated Reserves"). Producer represents that it either owns valid leases covering the interests in or under, or that it has the legal right to dedicate, the real property described on Exhibit A.
2. If Producer or Producer's shipper requests Antrim Service for gas produced from the acreage dedicated under this Agreement, and (1) if Antrim Service is not provided within 90 days of the request for the reason that MichCon's Antrim Header System has insufficient pipeline or CO₂ treating capacity for reasons other than force majeure or initial construction, or (2) if MichCon provides notice of insufficient capacity within 90 days of the request, then MichCon will release from dedication to this Agreement such production in excess of capacity at the earlier of its notice or the end of the 90 day period. MichCon shall provide such notice as soon as is reasonably possible when it has reasons to believe that there will be insufficient capacity.
3. It is the intent of the Parties that the dedication of reserves provided for in this Agreement is a transfer of an interest in the real property described on Exhibit A and, as such, shall bind all subsequent transferees of any interests in that real property. Accordingly, on or before 90 days following the date Producer signs this Agreement, Producer agrees to execute an instrument(s), as may be required and prepared by MichCon at MichCon's sole expense, in proper recordable form, that will place any such subsequent transferees on notice that they are bound by this Agreement and to record such instrument(s) in the appropriate governmental office. Producer agrees to provide MichCon with a copy of the recorded instrument promptly following recordation.

4. This Agreement constitutes the entire agreement between MichCon and Producer concerning the subject matter hereof. Any prior understandings, representations, promises, undertakings, agreement or inducements, whether written or oral, concerning the subject matter hereof not contained herein shall have no force and effect. This Agreement may be modified or amended only by a writing duly executed by both parties.
5. This Agreement is specifically conditional upon the issuance, by April 15, 1995, of a final order in MPSC Case No. U-10547 granting MichCon a certificate of public convenience and necessity ("Certificate") allowing MichCon to provide the Antrim Service, and an in-service date of January 1, 1996 for the pipeline authorized by the Certificate. If both of conditions are not met, this Agreement shall be null and void.
6. This Agreement cancels and supersedes any prior agreement which dedicates or could be construed to dedicate reserves to be transported by MichCon as part of its Antrim Service.

If this correctly sets forth our agreement, please indicate your agreement and acceptance on the bottom of this letter and return it to me.

Sincerely,



Agreed to and accepted this

12th day of September, 1994.

PRODUCER

WOLVERINE GAS AND OIL COMPANY, INC.

By 

S. J. Jansma, Jr. - President

Date September 12, 1994

EXHIBIT A

DESCRIPTION OF DEDICATED RESERVES

Producer hereby dedicates all Antrim Reserves it owns or controls located within the counties of Alcona, Alpena, Antrim, Crawford, Montmorency, Oscoda, Otsego and Kalkaska, Michigan. The preceding dedication is subject to the following exceptions:

Undedicated Reserves:

	<u>County</u>	<u>Township</u>	<u>Section</u>
1.	Alpena	Entire	
2.	Alcona	Entire	
3.	Oscoda	Entire except T28N-R3E and W/2 of T28N-R4E	
4.			
5.			
6.			
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11.			
12.			
13.			
14.			
15.			

DEDICATION OF ANTRIM RESERVES

This letter agreement between Michigan Consolidated Gas Company ("MichCon") and Wolverine Gas and Oil Co., Inc. ("Producer") (collectively, the "Parties") confirms our agreement concerning the dedication of certain natural gas reserves for transportation or transportation and treating on the Antrim Header System ("Antrim Service"). The Parties agree as follows:

1. Producer hereby dedicates to the transportation and treating services provided by MichCon on the Antrim Header System all of the natural gas produced from the Antrim shale formation which it owns or controls and is produced from the unitized acreage set forth on Exhibit A ("Dedicated Reserves"). Producer represents that it either owns valid leases covering the interests in or under, or that it has the legal right to dedicate, the real property described on Exhibit A.
2. If Producer or Producer's shipper requests Antrim Service for gas produced from the acreage dedicated under this Agreement, and (1) if Antrim Service is not provided within 90 days of the request for the reason that MichCon's Antrim Header System has insufficient pipeline or CO₂ treating capacity for reasons other than force majeure or initial construction, or (2) if MichCon provides notice of insufficient capacity within 90 days of the request, then MichCon will release from dedication to this Agreement such production in excess of capacity at the earlier of its notice or the end of the 90 day period. MichCon shall provide such notice as soon as is reasonably possible when it has reasons to believe that there will be insufficient capacity.
3. It is the intent of the Parties that the dedication of reserves provided for in this Agreement is a transfer of an interest in the real property described on Exhibit A and, as such, shall bind all subsequent transferees of any interests in that real property. Accordingly, on or before 90 days following the date Producer signs this Agreement, Producer agrees to execute an instrument(s), as may be required and prepared by MichCon at MichCon's sole expense, in proper recordable form, that will place any such subsequent transferees on notice that they are bound by this Agreement and to record such instrument(s) in the appropriate governmental office. Producer agrees to provide MichCon with a copy of the recorded instrument promptly following recordation.

4. This Agreement constitutes the entire agreement between MichCon and Producer concerning the subject matter hereof. Any prior understandings, representations, promises, undertakings, agreement or inducements, whether written or oral, concerning the subject matter hereof not contained herein shall have no force and effect. This Agreement may be modified or amended only by a writing duly executed by both parties.
5. This Agreement is specifically conditional upon the issuance, by April 15, 1995, of a final order in MPSC Case No. U-10547 granting MichCon a certificate of public convenience and necessity ("Certificate") allowing MichCon to provide the Antrim Service, and an in-service date of January 1, 1996 for the pipeline authorized by the Certificate. If both of conditions are not met, this Agreement shall be null and void.
6. This Agreement cancels and supersedes any prior agreement which dedicates or could be construed to dedicate reserves to be transported by MichCon as part of its Antrim Service.

If this correctly sets forth our agreement, please indicate your agreement and acceptance on the bottom of this letter and return it to me.

Sincerely,

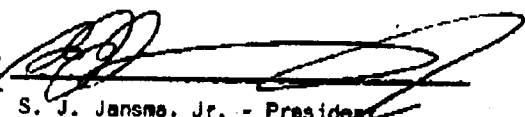


Agreed to and accepted this

12th day of September, 1994.

PRODUCER

WOLVERINE GAS AND OIL COMPANY, INC.

By 

S. J. Jansma, Jr. - President

Date September 12, 1994

EXHIBIT A

DESCRIPTION OF DEDICATED RESERVES

Producer hereby dedicates all Antrim Reserves it owns or controls located within the counties of Alcona, Alpena, Antrim, Crawford, Montmorency, Oscoda, Otsego and Kalkaska, Michigan. The preceding dedication is subject to the following exceptions:

Undedicated Reserves:

	<u>County</u>	<u>Township</u>	<u>Section</u>
1.	Alpena	Entire	
2.	Alcona	Entire	
3.	Oscoda	Entire except T28N-R3E and W/2 of T28N-R4E	
4.			
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15.			

LIBER 415 PAGE 163
AFFIDAVIT

23 JUL 96 1:39 P.M.

SANDRA MOORE
REGISTER OF DEEDS

Carl J. Croskey, being duly sworn, deposes and says:

1. WOLVERINE GAS AND OIL CO., INC. ("Producer") owns or controls the Antrim gas reserves within the lands described on Exhibit A, located in Crawford County, Michigan.
2. That Carl J. Croskey is president of MICHCON GATHERING COMPANY ("MichCon Gathering") which owns and operates the Antrim Expansion Project a gathering system in Alcona, Alpena, Antrim, Crawford, Montmorency, Oscoda Otsego and Kalkaska counties, Michigan used for the transportation of Antrim gas (the "AEP").
3. That producers and shippers of Antrim gas were invited to enter into transportation and CO₂ treating agreements on the AEP and to dedicate Antrim gas reserves to the project.
4. That Producer and Michigan Consolidated Gas Company entered into a Dedication of Antrim Reserves Agreement ("Dedication Agreement") dated September 12, 1994, pursuant to which Producer dedicated those Antrim natural gas reserves, owned or controlled by it, within the lands described on Exhibit A hereto, to transportation and treating services provided by MichCon Gathering on the AEP. The Dedication Agreement was assigned from Michigan Consolidated Gas Company to MichCon Gathering effective November 1, 1995.

415 PAGE 164

5. That the intent of the Dedication Agreement was that the dedication of Antrim gas reserves identified on Exhibit A was a grant of an interest in real property and, as such, the dedication of those reserves extends to and is binding upon the successors and assigns of Producer .

WITNESS EDWARD T. ROWLING

WITNESS LORI LeBLANC


Carl J. Croskey
President

~~Carl J. Croskey~~
President

STATE OF MICHIGAN)
COUNTY OF WAYNE)ss

On this 16th day of July, 1996, before me personally appeared Carl J. Croskey who, being first duly sworn, said that he is the President of MichCon Gathering Company, a Michigan corporation, and that he was duly authorized to and did execute the foregoing Affidavit on behalf of MichCon Gathering Company.

Thomas M. DeLeon
Notary Public Thomas M. DeLeon
Macomb County, Michigan
Acting in Wayne County
My Commission Expires: 10-25-99

This instrument was prepared by:

Julie A. Cohen
MichCon Gathering Company
500 Griswold Street, GB-9
Detroit, MI 48226-3700

Return to

Tom Dahlman
Michigan Consolidated Gas Company
500 Griswold, 24th Floor
Detroit, Michigan 48226

EXHIBIT "A"
WOLVERINE GAS & OIL CO., INC. RESERVES
DEDICATION OF ANTRIM RESERVES TO MICHCON GATHERING COMPANY (AEP)
WOLVERINE ENVIRONMENTAL PRODUCTION

<u>County Name</u>	<u>Township Name</u>	<u>I</u>	<u>R</u>	<u>Section</u>	<u>Antrim Project Name</u>
Otsego	Chester	29N 30N	2W 2W	1,2 36	Chester 1
Otsego	Charlton	30N	1W	25, 26, 36	Mid Charlton East
Otsego	Charlton	30N	1W	22,23,26,27	Mid Charlton West
Crawford	Maple Forest	28N	3W	2, 3, 4, 5, 8, 9, 10, 11, 14, 15	State Maple Forest
Otsego	Charlton	31N	1W	27, 34, 35	Marstrand 34
Montmorency	Loud	29N	3E	3, 4, 5, 8, 9, 10, 11, 14, 15, 16, 22, 23, 24, 25, 26, 27	Hardwood
Montmorency	Loud	29N	3E	16, 17	Highway 612
Montmorency	Albert	29N 29N	1E 2E	11, 12, 13, 14 7, 18	Paff I
Montmorency	Albert	29N	1E	1, 2, 3, 10, 11, 12	Sheridan Creek
Montmorency	Albert	29N	2E	11, 12, 13	Sage Creek
Montmorency	Loud	29N	3E	1, 2, 11, 12, 13	Loud 13/Highway 33
Montmorency	Rust	29N	4E	6, 7, 8, 18, 19, 20, 30	Joy
Montmorency	Loud	29N	3E	26, 27, 34, 35, 36	Gilchrist
Montmorency	Briley	30N	2E	20, 21, 22, 23, 24, 26, 27, 28, 29, 30, 32, 33, 34	Briley
Antrim	Mancelona	29N 29N 30N 30N	5W 4W 4W 5W	1, 2, 3, 9, 10, 11, 12, 13, 14, 5, 6 30, 31 25, 26, 27, 33, 34, 35, 36	Lakes of the North
Oscoda	Greenwood	28N 29N	1E 1E	5, 6, 8 31, 32	Dollar Lake
Crawford	Lovells	28N 28N	1W 1E	1, 12, 13, 24 7, 17	West Dollar Lake
Montmorency	Rust	29N	4E	3, 4, 10	Webber Creek

AFFIDAVIT

ANTRIM COUNTY
MICHIGAN
RECEIVED FOR RECORD

JUL 24 3 22 PM '96

W. J. G. G. G. G.
REGISTER OF DEEDS

Carl J. Croskey, being duly sworn, deposes and says:

1. WOLVERINE GAS AND OIL CO., INC. ("Producer") owns or controls the Antrim gas reserves within the lands described on Exhibit A, located in Antrim County, Michigan.
2. That Carl J. Croskey is president of MICHCON GATHERING COMPANY ("MichCon Gathering") which owns and operates the Antrim Expansion Project a gathering system in Alcona, Alpena, Antrim, Crawford, Montmorency, Oscoda Otsego and Kalkaska counties, Michigan used for the transportation of Antrim gas (the "AEP").
3. That producers and shippers of Antrim gas were invited to enter into transportation and CO₂ treating agreements on the AEP and to dedicate Antrim gas reserves to the project.
4. That Producer and Michigan Consolidated Gas Company entered into a Dedication of Antrim Reserves Agreement ("Dedication Agreement") dated September 12, 1994, pursuant to which Producer dedicated those Antrim natural gas reserves, owned or controlled by it, within the lands described on Exhibit A hereto, to transportation and treating services provided by MichCon Gathering on the AEP. The Dedication Agreement was assigned from Michigan Consolidated Gas Company to MichCon Gathering effective November 1, 1995.

EXHIBIT "A"
 WOLVERINE GAS & OIL CO., INC. RESERVES
 DEDICATION OF ANTRIM RESERVES TO MICHCON GATHERING COMPANY (AEP)
 WOLVERINE ENVIRONMENTAL PRODUCTION

<u>County Name</u>	<u>Township Name</u>	<u>T</u>	<u>R</u>	<u>Section</u>	<u>Antrim Project Name</u>
Otsego	Chester	29N 30N	2W 2W	1,2 36	Chester 1
Otsego	Charlton	30N	1W	25, 26, 36	Mid Charlton East
Otsego	Charlton	30N	1W	22,23,26,27	Mid Charlton West
Crawford	Maple Forest	28N	3W	2, 3, 4, 5, 8, 9, 10, 11, 14, 15	State Maple Forest
Otsego	Charlton	31N	1W	27, 34, 35	Marstrand 34
Montmorency	Loud	29N	3E	3, 4, 5, 8, 9, 10, 11, 14, 15, 16, 22, 23, 24, 25, 26, 27	Hardwood
Montmorency	Loud	29N	3E	16, 17	Highway 612
Montmorency	Albert	29N 29N	1E 2E	11, 12, 13,14 7, 18	Paff I
Montmorency	Albert	29N	1E	1, 2, 3, 10, 11, 12	Sheridan Creek
Montmorency	Albert	29N	2E	11, 12, 13	Sage Creek
Montmorency	Loud	29N	3E	1, 2, 11, 12, 13	Loud 13/Highway 33
Montmorency	Rust	29N	4E	6, 7, 8, 18, 19, 20, 30	Joy
Montmorency	Loud	29N	3E	26, 27, 34, 35, 36	Gilchrist
Montmorency	Briley	30N	2E	20, 21, 22, 23, 24, 26, 27, 28, 29, 30, 32, 33, 34	Briley
Antrim	Mancelona	29N 29N 30N 30N	5W 4W 4W 5W	1, 2, 3, 9, 10, 11, 12, 13, 14, 5, 6 30, 31 25, 26, 27, 33, 34, 35, 36	Lakes of the North
Oscoda	Greenwood	28N 29N	1E 1E	5, 6, 8 31, 32	Dollar Lake
Crawford	Lovells	28N 28N	1W 1E	1, 12, 13, 24 7, 17	West Dollar Lake
Montmorency	Rust	29N	4E	3, 4, 10	Webber Creek

AFFIDAVIT

Carl J. Croskey, being duly sworn, deposes and says:

1. WOLVERINE GAS AND OIL CO., INC. ("Producer") owns or controls the Antrim gas reserves within the lands described on Exhibit A, located in Oscoda County, Michigan.
2. That Carl J. Croskey is president of MICHCON GATHERING COMPANY ("MichCon Gathering") which owns and operates the Antrim Expansion Project a gathering system in Alcona, Alpena, Antrim, Crawford, Montmorency, Oscoda Otsego and Kalkaska counties, Michigan used for the transportation of Antrim gas (the "AEP").
3. That producers and shippers of Antrim gas were invited to enter into transportation and CO₂ treating agreements on the AEP and to dedicate Antrim gas reserves to the project.
4. That Producer and Michigan Consolidated Gas Company entered into a Dedication of Antrim Reserves Agreement ("Dedication Agreement") dated September 12, 1994, pursuant to which Producer dedicated those Antrim natural gas reserves, owned or controlled by it, within the lands described on Exhibit A hereto, to transportation and treating services provided by MichCon Gathering on the AEP. The Dedication Agreement was assigned from Michigan Consolidated Gas Company to MichCon Gathering effective November 1, 1995.

STATE OF MICHIGAN
OSCODA COUNTY
RECORDED

23 JUL 96 12:51 P.M.

FATSY J. PETERS
REGISTER OF DEEDS

5. That the intent of the Dedication Agreement was that the dedication of Antrim gas reserves identified on Exhibit A was a grant of an interest in real property and, as such, the dedication of those reserves extends to and is binding upon the successors and assigns of Producer .

Edward J. Rawlin
WITNESS Edward J. Rawlin
Lori LeBlanc
WITNESS Lori LeBlanc

MICHCON GATHERING COMPANY

Carl J. Croskey
Carl J. Croskey
President

STATE OF MICHIGAN)
)ss
COUNTY OF WAYNE)

On this 10th day of July, 1996, before me personally appeared Carl J. Croskey who, being first duly sworn, said that he is the President of MichCon Gathering Company, a Michigan corporation, and that he was duly authorized to and did execute the foregoing Affidavit on behalf of MichCon Gathering Company.

Thomas M. Dahlman
Notary Public Thomas M. Dahlman
Macomb County, Michigan
Acting in Wayne County
My Commission Expires: 10-25-99

This instrument was prepared by:

Julie A. Cohen
MichCon Gathering Company
500 Griswold Street, GB-9
Detroit, MI 48226-3700

Return to :

Tom Dahlman
Michigan Consolidated Gas Company
500 Griswold, 24th Floor
Detroit, Michigan 48226

\\...contract\gas\force.afd

EXHIBIT "A"
WOLVERINE GAS & OIL CO., INC. RESERVES
DEDICATION OF ANTRIM RESERVES TO MICHCON GATHERING COMPANY (AEP)
WOLVERINE ENVIRONMENTAL PRODUCTION

<u>County Name</u>	<u>Township Name</u>	<u>T</u>	<u>R</u>	<u>Section</u>	<u>Antrim Project Name</u>
Otsego	Chester	29N	2W	1,2	Chester 1
		30N	2W	36	
Otsego	Charlton	30N	1W	25, 26, 36	Mid Charlton East
Otsego	Charlton	30N	1W	22,23,26,27	Mid Charlton West
Crawford	Maple Forest	28N	3W	2, 3, 4, 5, 8, 9, 10, 11, 14, 15	State Maple Forest
Otsego	Charlton	31N	1W	27, 34, 35	Marstrand 34
Montmorency	Loud	29N	3E	3, 4, 5, 8, 9, 10, 11, 14, 15, 16, 22, 23, 24, 25, 26, 27	Hardwood
Montmorency	Loud	29N	3E	16, 17	Highway 612
Montmorency	Albert	29N	1E	11, 12, 13,14	Paff I
		29N	2E	7, 18	
Montmorency	Albert	29N	1E	1, 2, 3, 10, 11, 12	Sheridan Creek
Montmorency	Albert	29N	2E	11, 12, 13	Sage Creek
Montmorency	Loud	29N	3E	1, 2, 11, 12, 13	Loud 13/Highway 33
Montmorency	Rust	29N	4E	6, 7, 8, 18, 19, 20, 30	Joy
Montmorency	Loud	29N	3E	26, 27, 34, 35, 36	Gilchrist
Montmorency	Briley	30N	2E	20, 21, 22, 23, 24, 26, 27, 28, 29, 30, 32, 33, 34	Briley
Antrim	Mancelona	29N	5W	1, 2, 3, 9, 10, 11, 12, 13, 14,	Lakes of the North
		29N	4W	5, 6	
		30N	4W	30, 31	
		30N	5W	25, 26, 27, 33, 34, 35, 36	
Oscoda	Greenwood	28N	1E	5, 6, 8	Dollar Lake
		29N	1E	31, 32	
Crawford	Lovells	28N	1W	1, 12, 13, 24	West Dollar Lake
		28N	1E	7, 17	
Montmorency	Rust	29N	4E	3, 4, 10	Webber Creek

AFFIDAVIT

OTSEGO COUNTY
MICHIGAN
RECEIVED FOR REG
96 JUL 25 PM 11:11
EVELYN M. PRATT
CLERK / REGISTER OF D.

Carl J. Croskey, being duly sworn, deposes and says:

1. WOLVERINE GAS AND OIL CO., INC. ("Producer") owns or controls the Antrim gas reserves within the lands described on Exhibit A, located in Otsego County, Michigan.
2. That Carl J. Croskey is president of MICHCON GATHERING COMPANY ("MichCon Gathering") which owns and operates the Antrim Expansion Project a gathering system in Alcona, Alpena, Antrim, Crawford, Montmorency, Oscoda Otsego and Kalkaska counties, Michigan used for the transportation of Antrim gas (the "AEP").
3. That producers and shippers of Antrim gas were invited to enter into transportation and CO₂ treating agreements on the AEP and to dedicate Antrim gas reserves to the project.
4. That Producer and Michigan Consolidated Gas Company entered into a Dedication of Antrim Reserves Agreement ("Dedication Agreement") dated September 12, 1994, pursuant to which Producer dedicated those Antrim natural gas reserves, owned or controlled by it, within the lands described on Exhibit A hereto, to transportation and treating services provided by MichCon Gathering on the AEP. The Dedication Agreement was assigned from Michigan Consolidated Gas Company to MichCon Gathering effective November 1, 1995.

030 - 001 & 002
031 - 036

021 - 022
023
025
026
027
034
035
036

1205

EXHIBIT "A"
WOLVERINE GAS & OIL CO., INC. RESERVES
DEDICATION OF ANTRIM RRESERVES TO MICHCON GATHERING COMPANY (AEP)
WOLVERINE ENVIRONMENTAL PRODUCTION

<u>County Name</u>	<u>Township Name</u>	<u>I</u>	<u>R</u>	<u>Section</u>	<u>Antrim Project Name</u>
Otsego	Chester	29N 30N	2W 2W	1,2 36	Chester 1
Otsego	Charlton	30N	1W	25, 26, 36	Mid Charlton East
Otsego	Charlton	30N	1W	22,23,26,27	Mid Charlton West
Crawford	Maple Forest	28N	3W	2, 3, 4, 5, 8, 9, 10, 11, 14, 15	State Maple Forest
Otsego	Charlton	31N	1W	27, 34, 35	Marstrand 34
Montmorency	Loud	29N	3E	3, 4, 5, 8, 9, 10, 11, 14, 15, 16, 22, 23, 24, 25, 26, 27	Hardwood
Montmorency	Loud	29N	3E	16, 17	Highway 612
Montmorency	Albert	29N 29N	1E 2E	11, 12, 13,14 7, 18	Paff I
Montmorency	Albert	29N	1E	1, 2, 3, 10, 11, 12	Sheridan Creek
Montmorency	Albert	29N	2E	11, 12, 13	Sage Creek
Montmorency	Loud	29N	3E	1, 2, 11, 12, 13	Loud 13/Highway 33
Montmorency	Rust	29N	4E	6, 7, 8, 18, 19, 20, 30	Joy
Montmorency	Loud	29N	3E	26, 27, 34, 35, 36	Gilchrist
Montmorency	Briley	30N	2E	20, 21, 22, 23, 24, 26, 27, 28, 29, 30, 32, 33, 34	Briley
Antrim	Mancelona	29N	5W	1, 2, 3, 9, 10, 11, 12, 13, 14,	Lakes of the North
		29N	4W	5, 6	
		30N	4W	30, 31	
		30N	5W	25, 26, 27, 33, 34, 35, 36	
Oscoda	Greenwood	28N	1E	5, 6, 8	Dollar Lake
		29N	1E	31, 32	
Crawford	Lovells	28N	1W	1, 12, 13, 24	West Dollar Lake
		28N	1E	7, 17	
Montmorency	Rust	29N	4E	3, 4, 10	Webber Creek

AFFIDAVIT

Carl J. Croskey, being duly sworn, deposes and says:

1. WOLVERINE GAS AND OIL CO., INC. ("Producer") owns or controls the Antrim gas reserves within the lands described on Exhibit A, located in Montmorency County, Michigan.
2. That Carl J. Croskey is president of MICHCON GATHERING COMPANY ("MichCon Gathering") which owns and operates the Antrim Expansion Project a gathering system in Alcona, Alpena, Antrim, Crawford, Montmorency, Oscoda Otsego and Kalkaska counties, Michigan used for the transportation of Antrim gas (the "AEP").
3. That producers and shippers of Antrim gas were invited to enter into transportation and CO₂ treating agreements on the AEP and to dedicate Antrim gas reserves to the project.
4. That Producer and Michigan Consolidated Gas Company entered into a Dedication of Antrim Reserves Agreement ("Dedication Agreement") dated September 12, 1994, pursuant to which Producer dedicated those Antrim natural gas reserves, owned or controlled by it, within the lands described on Exhibit A hereto, to transportation and treating services provided by MichCon Gathering on the AEP. The Dedication Agreement was assigned from Michigan Consolidated Gas Company to MichCon Gathering effective November 1, 1995.

STATE OF MICHIGAN
MONTMORENCY COUNTY
Recorded & Filed

07-25-1996 13:28:59

A. PANGAN-MCELROY
REGISTER OF DEEDS

EXHIBIT "A"
WOLVERINE GAS & OIL CO., INC. RESERVES
DEDICATION OF ANTRIM RRESERVES TO MICHCON GATHERING COMPANY (AEP)
WOLVERINE ENVIRONMENTAL PRODUCTION

<u>County Name</u>	<u>Township Name</u>	<u>I</u>	<u>R</u>	<u>Section</u>	<u>Antrim Project Name</u>
Otsego	Chester	29N 30N	2W 2W	1,2 36	Chester 1
Otsego	Charlton	30N	1W	25, 26, 36	Mid Charlton East
Otsego	Charlton	30N	1W	22,23,26,27	Mid Charlton West
Crawford	Maple Forest	28N	3W	2, 3, 4, 5, 8, 9, 10, 11, 14, 15	State Maple Forest
Otsego	Charlton	31N	1W	27, 34, 35	Marstrand 34
Montmorency	Loud	29N	3E	3, 4, 5, 8, 9, 10, 11, 14, 15, 16, 22, 23, 24, 25, 26, 27	Hardwood
Montmorency	Loud	29N	3E	16, 17	Highway 612
Montmorency	Albert	29N 29N	1E 2E	11, 12, 13,14 7, 18	Paff I
Montmorency	Albert	29N	1E	1, 2, 3, 10, 11, 12	Sheridan Creek
Montmorency	Albert	29N	2E	11, 12, 13	Sage Creek
Montmorency	Loud	29N	3E	1, 2, 11, 12, 13	Loud 13/Highway 33
Montmorency	Rust	29N	4E	6, 7, 8, 18, 19, 20, 30	Joy
Montmorency	Loud	29N	3E	26, 27, 34, 35, 36	Gilchrist
Montmorency	Briley	30N	2E	20, 21, 22, 23, 24, 26, 27, 28, 29, 30, 32, 33, 34	Briley
Antrim	Mancelona	29N 29N 30N 30N	5W 4W 4W 5W	1, 2, 3, 9, 10, 11, 12, 13, 14, 5, 6 30, 31 25, 26, 27, 33, 34, 35, 36	Lakes of the North
Oscoda	Greenwood	28N 29N	1E 1E	5, 6, 8 31, 32	Dollar Lake
Crawford	Lovells	28N 28N	1W 1E	1, 12, 13, 24 7, 17	West Dollar Lake
Montmorency	Rust	29N	4E	3, 4, 10	Webber Creek

MPSC Case No. U-14754

Exhibit DOM-96

U-14754
DOMC-1.1/1

DEDICATION OF ANTRIM RESERVES

This letter agreement between Michigan Consolidated Gas Company ("MichCon") and

John A. Bott

("Producer") (collectively,

the "Parties") confirms our agreement concerning the dedication of certain natural gas reserves for transportation or transportation and treating on the Antrim Header System ("Antrim Service"). The Parties agree as follows:

1. Producer hereby dedicates to the transportation and treating services provided by MichCon on the Antrim Header System all of the natural gas produced from the Antrim shale formation which it owns or controls and is produced from the unitized acreage set forth on Exhibit A ("Dedicated Reserves"). Producer represents that it either owns valid leases covering the interests in or under, or that it has the legal right to dedicate, the real property described on Exhibit A.
2. If Producer or Producer's shipper requests Antrim Service for gas produced from the acreage dedicated under this Agreement, and (1) if Antrim Service is not provided within 90 days of the request for the reason that MichCon's Antrim Header System has insufficient pipeline or CO₂ treating capacity for reasons other than force majeure or initial construction, or (2) if MichCon provides notice of insufficient capacity within 90 days of the request, then MichCon will release from dedication to this Agreement such production in excess of capacity at the earlier of its notice or the end of the 90 day period. MichCon shall provide such notice as soon as is reasonably possible when it has reasons to believe that there will be insufficient capacity.
3. It is the intent of the Parties that the dedication of reserves provided for in this Agreement is a transfer of an interest in the real property described on Exhibit A and, as such, shall bind all subsequent transferees of any interests in that real property. Accordingly, on or before 90 days following the date Producer signs this Agreement, Producer agrees to execute an instrument(s), as may be required and prepared by MichCon at MichCon's sole expense, in proper recordable form, that will place any such subsequent transferees on notice that they are bound by this Agreement and to record such instrument(s) in the appropriate governmental office. Producer agrees to

provide MichCon with a copy of the recorded instrument promptly following recordation.

4. This Agreement constitutes the entire agreement between MichCon and Producer concerning the subject matter hereof. Any prior understandings, representations, promises, undertakings, agreement or inducements, whether written or oral, concerning the subject matter hereof not contained herein shall have no force and effect. This Agreement may be modified or amended only by a writing duly executed by both parties.
5. This Agreement is specifically conditional upon the issuance, by April 15, 1995, of a final order in MPSC Case No. U-10547 granting MichCon a certificate of public convenience and necessity ("Certificate") allowing MichCon to provide the Antrim Service, and an in-service date of January 1, 1996 for the pipeline authorized by the Certificate. If both of conditions are not met, this Agreement shall be null and void.
6. This Agreement cancels and supersedes any prior agreement which dedicates or could be construed to dedicate reserves to be transported by MichCon as part of its Antrim Service.

If this correctly sets forth our agreement, please indicate your agreement and acceptance on the bottom of this letter and return it to me.

Sincerely,



Agreed to and accepted this

13th day of December, 1995.

PRODUCER

By Keith J. Zonsenski, as Attorney in Fact
for John A. Roth under General Power
of Attorney

Date 12/13/95

EXHIBIT A

DESCRIPTION OF DEDICATED RESERVES

Producer hereby dedicates all Antrim Reserves it owns or controls located within the counties of Alcona, Alpena, Antrim, Crawford, Montmorency, Oscoda, Otsego and Kalkaska, Michigan. The preceding dedication is subject to the following exceptions:

Undedicated Reserves:

	<u>County</u>	<u>Township</u>	<u>Section</u>
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			

MPSC Case No. U-14754

Exhibit DOM-97

STATE OF MICHIGAN
County of Alpena
Recorded
19-01-1999 11:09:43
Kathy J. Patton
REGISTER OF DEEDS

DEDICATION OF RESERVES

Transportation Services Alpena County

This Dedication Agreement made as of this 1st day of December, 1998, between MichCon Gathering Company ("Transporter")
500 Griswold, Detroit, MI 48226
and Elmira Antrim Company, its heirs, personal representatives,
500 Griswold, Detroit, MI 48226
successors and assigns (collectively "Producers").

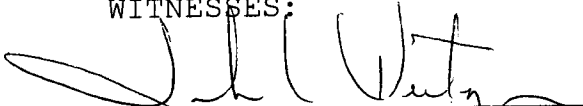
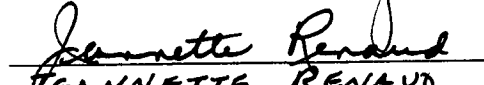
In consideration for transportation services provided on the Antrim Expansion Project Pipeline System ("Pipeline") and subject to the mutual covenants and agreements set forth in this Dedication Agreement, the parties agree as follows:

1. Producers dedicate to the transportation services provided on the Pipeline, all of the natural gas produced from the Devonian age Antrim shale formation which Producers own or control and is produced from the unitized acreage and land described on Attachment 1 ("Dedicated Reserves"). Producers represent that they either own valid leases covering the interests in or under, or that they have the legal right to dedicate, the real property described on Attachment 1. Transporter has no obligation to provide firm transportation on the Pipeline for any Antrim Gas delivered or caused to be delivered by Producers that is not covered by this Dedication Agreement.

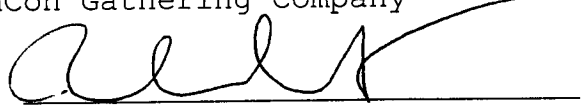
2. This Dedication Agreement is effective as of December 1, 1998.
3. It is the intent of the parties that the dedication of reserves provided for in this Dedication Agreement runs with the real property described on Attachment 1 for the life of the Dedicated Reserves and, as such, binds all subsequent transferees of any interests in that real property. Accordingly, Producers agree that this document may be recorded by Transporter in the appropriate governmental office in order to place any such subsequent transferees on notice that they are bound by this Dedication Agreement. Transporter will provide Producers with a copy of the recorded instrument promptly following recordation.
4. This Dedication Agreement and the Transportation Agreement under which Producers' gas is shipped constitute the entire agreement between Transporter and Producers concerning dedication of reserves for transportation on the Pipeline. This Dedication Agreement supersedes all other prior understandings, representations, promises, undertakings, agreements or inducements, whether written or oral, concerning dedication of reserves for transportation on the Pipeline. This Dedication Agreement may be modified or amended only in writing and signed by both parties.
5. This Dedication Agreement may be executed in counterpart and shall be binding upon all parties executing the same, their heirs, personal representatives, successors and assigns, whether or not executed by all parties owning an interest in the real property referenced in Attachment 1.

IN WITNESS WHEREOF, the parties have caused this Dedication Agreement to be executed as of the date first written above.

WITNESSES:


JULIE L. WEITZMAN

JEANNETTE RENAUD

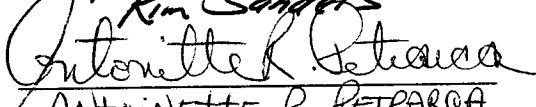
MichCon Gathering Company

By: 

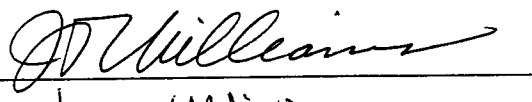
Name: RONALD E. CHRISTIAN

Title: Secretary

WITNESSES:


Kim Sanders

ANTOINETTE R. PETRARCA

Elmira Antrim Company

By: 

Name: J.T. Williams

Title: Chairman

ACKNOWLEDGMENTS

STATE OF MICHIGAN)) ss
COUNTY OF WAYNE)

On this 13TH day of January, 1999, before me, a Notary Public in and for the State and County stated below, personally appeared RONALD E. CHRISTIAN, the Secretary of MichCon Gathering Company, a Michigan corporation, on behalf of which he executed the foregoing Dedication Agreement, and acknowledged the same to be the free act and deed of said corporation, effective as of the 1st day of December, 1998.

Delia A. DiVito
Delia A. DiVito, Notary Public
Oakland County, Michigan
Acting in Wayne County
My Commission Expires: June 22, 2001

STATE OF MICHIGAN)
COUNTY OF Wayne) ss

On this 14 day of January, 1999, before me, a Notary Public in and for the State and County aforesaid, personally appeared J.T. Williams, the Chairman of Elmira Antrim Company, a Michigan corporation, on behalf of which he executed the foregoing Dedication Agreement and acknowledged the same to be the free act and deed of said corporation, effective as of the 1st day of December, 1998.

Cindy R. Gerbe
Notary Public _____ County, Michigan
My Commission Expires: _____

This instrument prepared by:
Julie A. Cohen
MichCon Gathering Company
500 Griswold Street
Detroit, Michigan 48226
Tel: (313) 256-5201

CINDY L. GERBE
Notary Public, Macomb County, Michigan
Acting in Wayne County, MI
My Commission Expires March 20, 2002

Return to:
Tom Dahlman
Michigan Consolidated Gas Company
500 Griswold, 24th Floor
Detroit, Michigan 48226

ATTACHMENT "1"
Elmira Antrim Company - Alpena County - AEP (ASAT)

<u>Project Name</u>	<u>County</u>	<u>Unit Description</u>
Mother Hubbard	Alpena	<u>T31N.R5E</u> Section 30: All Section 31: All

MPSC Case No. U-14754

Exhibit DOM-98

OTSEGO COUNTY
MICHIGAN
RECEIVED FOR RECORD

97 JAN 27 AM 10:33

EVELYN M. PRATT
CLERK / REGISTER OF DEEDSSTATE OF MICHIGAN
MONTAIGNEY COUNTY
Recorded & Filed

02-19-1997 10:12:48

A. PANSAN-NEELROY
REGISTER OF DEEDSDEDICATION OF ANTRIM RESERVES

This letter agreement between Mich Con Gathering Company ("Mich Con"), 500 Griswold Street, Detroit, Michigan 48226, North Michigan Land & Oil Corporation, P.O. Box 3419, Traverse City, Michigan 49685-3419, North Michigan Gas & Oil, A Limited Partnership, P.O. Box 3419, Traverse City, Michigan 49685-3419, Nielson Enterprises Corp., P.O. Box 3419, Traverse City, Michigan 49685-3419, Nielson Enterprises Limited Partnership, P.O. Box 3419, Traverse City, Michigan 49685-3419, Dale M. Nielson, P.O. Box 3419, Traverse City, Michigan 49685-3419, David E. Nielson, P.O. Box 1661, Gaylord, Michigan 49738, CMK Enterprises, Inc., P.O. Box 3419, Traverse City, Michigan 49685-3419, J & J Properties, Inc., P.O. Box 3419, Traverse City, Michigan 49685-3419, and Gerald J. Talbot, 80 West Corral, Saginaw, Michigan 48603 ("Producers"), their heirs, personal representatives, successors and assigns (collectively, the "Parties"), confirms our agreement concerning the dedication of certain natural gas reserves for transportation or transportation and treating on the Antrim Header System ("Antrim Service"). This Agreement is effective as of November 6, 1995. The Parties agree as follows:

1. To the extent that the natural gas herein referred to has not been previously dedicated by Producers to Mich Con, Producers hereby dedicate to the transportation and treating services provided by Mich Con on the Antrim Header System all of the natural gas produced from the Antrim Shale formation which Producers own or control and is produced from the acreage set forth on Exhibit A ("Dedicated Reserves"), attached. Producers represent that each Producer either owns an interest in valid leases covering all or part of the gas interests in or under the real property described on Exhibit A, or that it has the legal right to dedicate such interest with respect to that real property.
2. All parties hereby affirm that the natural gas herein referred to is either being purchased by Michigan Consolidated Gas Company at the wellhead or is being transported and treated under that certain Antrim Gas Transportation and Treating Service Agreement entered into between Mich Con and Howard Energy Co., Inc. dated November 6, 1995, ("Agreement") and Mich Con hereby agrees that Producers shall be entitled to have all of said natural gas transported and treated on the Antrim Header System on a firm basis in the future event that said natural gas is no longer being

LIBER 0632 PAGE 3

Liber 00392 Page 0166

purchased by Michigan Consolidated Gas Company at the wellhead or in the further future event that the transportation and treatment of said natural gas is no longer covered by the above identified Agreement and a mutually satisfactory transportation and treatment agreement covering said natural gas is entered into between Mich Con and the Producers.

3. When the gas herein referred to is no longer transported or treated by Mich Con on the Antrim Header System, the dedication herein provided for shall terminate.
4. This Agreement constitutes the entire agreement between Mich Con and Producers concerning the Antrim Service. Any prior understandings, representations, promises, undertakings, agreement or inducements, whether written or oral, concerning the Antrim Service hereof not contained herein shall have no force and effect. This Agreement may be modified or amended only by a writing duly executed by both parties.

This Agreement may be executed in counterpart and shall be binding upon all parties executing the same, their heirs, personal representatives, successors and assigns, whether or not executed by all parties owning an interest in the referenced area.

If this correctly sets forth our agreement, please indicate your agreement and acceptance on the bottom of this letter and return it to me.

Sincerely,

WITNESSES:

Agreed to and accepted this
3th day of December, 1996.

MICH CON GATHERING COMPANY

By: Steve K...

Its: VP

Michael R. Wiegand
Michael R. Wiegand
Ruth K. LoPete
Ruth K. LoPete

Prepared by & return to

✓ Tom Dahlman
Michigan Consolidated Gas Company
500 Griswold, 24th Floor
Detroit, Michigan 48226

APPROVED
AS TO FORM
12-2-96

LIBER 0632 PAGE 2 P

Liber 00392 Page 0167

On this 3rd day of December, 1996, before me a Notary Public in and for said County, personally appeared Steven Kurmas, to me personally known, who, being by me duly sworn, did say that he is a Vice President of Mich Con Gathering Company, the corporation named in and which executed the foregoing instrument, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors and said Steven Kurmas acknowledged said instrument to be the free act and deed of said corporation.

DENISE A. MCCORMICK
Notary Public, Wayne County, Michigan
My Commission Expires March 9, 1997

Denise A. McCormick
Wayne County, MI
My Commission Expires: 3-9-97

PRODUCERS

Witnesses:

Melanie R. Ojala
Melanie R. Ojala

Virginia G. Schuler
Virginia G. Schuler

NORTH MICHIGAN LAND & OIL CORPORATION

By: Kathie A. Piper
Kathie A. Piper
Its: President

By: Jody K. Waurzyniak
Jody K. Waurzyniak
Its: Secretary-Treasurer

On this 11th day of December, 1996, before me a Notary Public in and for said County, personally appeared Kathie A. Piper, to me personally known, who, being by me duly sworn, did say that she is the President of North Michigan Land & Oil Corporation, the corporation named in and which executed the foregoing instrument, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors and said Kathie A. Piper and Jody K. Waurzyniak acknowledged said instrument to be the free act and deed of said corporation.

and Secretary-Treasurer, respectively,

and Jody K. Waurzyniak

Jennifer B. Ojala
Jennifer B. Ojala, Notary Public
Grand Traverse County, MI
My Commission Expires: 08-31-00

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Jennifer B. Ojala
 Jennifer B. Ojala, Notary Public
 Grand Traverse County, MI
 My Commission Expires: 08-31-00

Witnesses:

NORTH MICHIGAN GAS & OIL, A Limited Partnership

Melanie R. Ojala
 Melanie R. Ojala

By: Kathie A. Piper
 Kathie A. Piper, President of North
 Its: General Partner Michigan Land & Oil
 Corporation,

Virginia G. Schuler
 Virginia G. Schuler

By: Jody K. Waurzyniak
 Jody K. Waurzyniak, Secretary-Treasurer of
 North Michigan Land & Oil Corporation, General Partner

On this 11th day of December, 1996, before me a Notary Public in and for said County, personally appeared Kathie A. Piper to me personally known, who, being by me duly sworn, did say that she is a General Partner of North Michigan Gas & Oil, A Limited Partnership, the partnership named in and which executed the foregoing instrument, and that said instrument was signed on behalf of said partnership by authority of its partners and said Kathie A. Piper and Jody K. Waurzyniak acknowledged said instrument to be the free act and deed of said partnership.

President of North Michigan Land & Oil Corporation, General Partner and Secretary-Treasurer of North Michigan Land & Oil Corporation, General Partner, respectively, and Jody K. Waurzyniak

Witnesses:

NIELSON ENTERPRISES CORP.

Melanie R. Ojala
 Melanie R. Ojala

By: Dale M. Nielson
 Dale M. Nielson
 Its: Executive Vice President

Virginia G. Schuler
 Virginia G. Schuler

By: Kathie A. Piper
 Kathie A. Piper, Secretary-Treasurer

On this 11th day of December, 1996, before me a Notary Public in and for said County, personally appeared Dale M. Nielson, to me personally known, who, being by me duly sworn, did say that he is the Executive Vice President of Nielson Enterprises Corp., the corporation named in and which executed the foregoing instrument, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors and said Dale M. Nielson and Kathie A. Piper acknowledged said instrument to be the free act and deed of said corporation.

and she is the Secretary-Treasurer, respectively,

and Kathie A. Piper

Jennifer B. Ojala
 Jennifer B. Ojala, Notary Public
 Grand Traverse County, MI
 My Commission Expires: 08-31-00

NUMBER 0632 PAGE 3 / 0

00392

Page 0169

Jennifer B. Ojala, Notary Public

Grand Traverse County, MI

My Commission Expires: 08-31-00

Witnesses:

NIELSON ENTERPRISES LIMITED
PARTNERSHIPMelanie R. Ojala
Melanie R. OjalaVirginia G. Schuler
Virginia G. SchulerBy: Dale M. Nielson, Executive Vice President
Its: General Partner of Nielson Enterprises Corp.By: Kathie A. Piper, Secretary-Treasurer of
Nielson Enterprises Corp., General Partner

On this 11th day of December, 1996, before me a Notary Public in and for said County, personally appeared Dale M. Nielson, to me personally known, who, being by me duly sworn, did say that he is a General Partner of Nielson Enterprises Limited Partnership, the partnership named in and which executed the foregoing instrument, and that said instrument was signed on behalf of said corporation by authority of its partners and said Dale M. Nielson and Kathie A. Piper acknowledged said instrument to be the free act and deed of said partnership.

Executive Vice President of Nielson Enterprises Corp., General Partner and she is a Secretary-Treasurer of Nielson Enterprises Corp., General Partner, respectively,

and Kathie A. Piper

CMK ENTERPRISES

Witnesses:

Melanie R. Ojala
Melanie R. OjalaVirginia G. Schuler
Virginia G. SchulerBy: Charles M. Konieczny
Its: President

On this 11th day of December, 1996, before me a Notary Public in and for said County, personally appeared Charles M. Konieczny, to me personally known, who, being by me duly sworn, did say that he is the President of CMK Enterprises, Inc., the corporation named in and which executed the foregoing instrument, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors and said Charles M. Konieczny acknowledged said instrument to be the free act and deed of said corporation.

Jennifer B. Ojala
Jennifer B. Ojala, Notary Public
Grand Traverse County, MI
My Commission Expires: 08-31-00

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Witnesses:

Melanie R. Ojala
Melanie R. Ojala

Virginia G. Schuler
Virginia G. Schuler

J & J PROPERTIES, INC.

By: Charles M. Konieczny
Its: President

On this 11th day of December, 1996, before me a Notary Public in and for said County, personally appeared Charles M. Konieczny, to me personally known, who, being by me duly sworn, did say that he is a President of J & J Properties, Inc., the corporation named in and which executed the foregoing instrument, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors and said Charles M. Konieczny acknowledged said instrument to be the free act and deed of said corporation.

Jennifer B. Ojala
Jennifer B. Ojala, Notary Public
Grand Traverse County, MI
My Commission Expires: 08-31-00

Witnesses:

Melanie R. Ojala
Melanie R. Ojala

Virginia G. Schuler
Virginia G. Schuler

Dale M. Nielson

On this 11th day of December, 1996, before me personally came Dale M. Nielson, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he had executed the same as his free act and deed.

Jennifer B. Ojala
Jennifer B. Ojala, Notary Public
Grand Traverse County, MI
My Commission Expires: 08-31-00

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in O.K.

Tim O'Rourke

David P. Nelson

David E. Nielson

Maureen Borowiak

Maureen Borowiak

On this 12th day of December, 1996, before me personally came David E. Nielson, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he had executed the same as his free act and deed.

Christine L. Cody

Christine L. Cady, Notary Public
Otsego County, MI

Otsego County, MI
My Commission Expires: 02-03-97

My Commission Expires: 02-03-97

Gerald J. Talbot

On this _____ day of _____, 1996, before me personally came Gerald J. Talbot, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he had executed the same as his free act and deed.

____ County, MI
My Commission Expires: _____

My Commission Expires: _____

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David E. Nielson

On this _____ day of _____, 1996, before me personally came David E. Nielson, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he had executed the same as his free act and deed.

Mary K. Orth
Mary K. Orth

Gerald J. Talbot
Gerald J. Talbot

Louanna Larson
Louanna Larson

On this 12th day of December, 1996, before me personally came Gerald J. Talbot, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he had executed the same as his free act and deed.

Mary K. Orth
Saginaw County, MI
My Commission Expires: _____

MARY K. ORTH
NOTARY PUBLIC - SAGINAW COUNTY, MI
MY COMMISSION EXPIRES 08/11/00

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Page 1 of 2

Exhibit A

OTSEGO COUNTY, MICHIGAN

Township 29 North - Range 4 West:

Section 5: S/2 of NE/4
Section 6: E/2 of SW/4, SE/4
Section 7: E/2
Section 8: W/2
Section 16: E/2 of NW/4, NE/4, S/2 of SW/4, NE/4 of SW/4, SE/4, W/2 of NW/4
Section 17: NW/4, W/2 of NE/4, SW/4, SE/4
Section 22: Entire
Section 27: N/2, SW/4
Section 23: N/2, SW/4
Section 30: S/2 of NE/4
Section 31: NE/4 of SE/4
Section 32: W/2 of NW/4, NW/4 of SW/4

Township 29 North - Range 3 West:

Section 14: NW/4
Section 15: W/2, W/2 of NE/4, NE/4 of NE/4, W/2 of SE/4
Section 16: Entire
Section 17: S/2 of NE/4 of SE/4
Section 18: W/2, SW/4 of NE/4, W/2 of SE/4
Section 19: W/2 of NE/4, NW/4 of SE/4
Section 20: NW/4, E/2 of SW/4, SW/4 of SW/4
Section 21: S/2 of NW/4, N/2 of SW/4, N/2 of SE/4
Section 22: Entire
Section 23: S/2 of NW/4, W/2 of SW/4

Township 30 North - Range 3 West:

Section 24: N/2 of SW/4, SE/4 of SW/4
Section 25: SW/4 of NW/4, E/2 of NW/4, NE/4, N/2 of SE/4, SE/4 of SE/4

Township 29 North - Range 2 West:

Section 2: SW/4, NW/4 of SE/4
Section 3: N/2 of NW/4, S/2 of NW/4, E/2 of SW/4, SW/4 of SW/4
Section 4: NW/4, W/2 of NE/4, NE/4 of NE/4, NW/4 of SW/4, E/2 of SW/4, SW/4 of SW/4, SE/4 of NE/4
Section 5: N/2, N/2 of SW/4, W/2 of SE/4, SE/4 of SE/4
Section 6: NE/4 of NE/4, S/2 of SE/4
Section 7: SW/4 of NE/4, SW/4 of SW/4, NW/4 of SE/4

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Exhibit A (continued)
Page 2 of 2

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Township 29 North - Range 2 West (continued):

Section 8: SE/4
Section 9: E/2 of NW/4, NE/4, S/2
Section 10: Entire
Section 11: W/2
Section 12: E/2 of NW/4, NE/4, E/2 of SW/4, N/2 of SE/4
Section 13: N/2, N/2 of SW/4, SW/4 of SW/4, SE/4
Section 14: Entire
Section 15: Entire
Section 16: Entire
Section 21: NW/4 lying North of River, N/2 of NE/4
Section 22: E/2 of NW/4, NW/4 of NW/4, E/2
Section 23: NW/4, NE/4, SE/4, N/2 of SW/4
Section 24: W/2, W/2 of E/2

Township 30 North - Range 2 West:

Section 19: SW/4
Section 25: NW/4, S/2 of NE/4, S/2
Section 26: N/2, SW/4, S/2 of SE/4, NE/4 of SE/4
Section 27: E/2 of NW/4, NE/4, S/2
Section 28: NW/4, NW/4 of NE/4, S/2
Section 29: S/2 of NW/4, SW/4, E/2
Section 30: Entire
Section 31: W/2, NE/4 of SE/4
Section 32: S/2, N/2
Section 33: SW/4 of SW/4, N/2, N/2 of SW/4, SE/4 of SW/4, SE/4
Section 34: SW/4, N/2, SE/4
Section 35: E/2 of NW/4, NE/4, E/2 of SW/4, W/2 of NW/4 of SW/4, E/2 of SE/4, NW/4 of SE/4
Section 36: NE/4, NW/4, NW/4 of SW/4, S/2 of SW/4, E/2 of SE/4, SW/4 of SE/4

Township 29 North - Range 1 West:

Section 19: SW/4

MONTMORENCY COUNTY, MICHIGAN:

Township 29 North - Range 1 East:

Section 18: Entire

MPSC Case No. U-14754

Exhibit DOM-99

ASATT DEDICATION OF RESERVES
OTSEGO COUNTY
ANTRIM EXPANSION PROJECT

This Dedication Agreement made effective the 1st day of January, 2002, between MICHCON GATHERING COMPANY ("MichCon Gathering") and FRUEHAUF ANTRIM LIMITED PARTNERSHIP ("Producer") dedicates those projects identified on Attachment 1 to the gas transportation service and gas CO₂ treating service provided by MichCon Gathering on its Antrim Expansion Project ("AEP").

In consideration for transportation service and gas treating service provided on the AEP, and subject to the mutual covenants and agreements set forth in this Dedication Agreement, the parties agree as follows:

1. Producer dedicates to the gas transportation service and gas treating service provided by MichCon Gathering on the AEP, all of the natural gas produced from the currently existing Devonian age Antrim shale formation wells which Producer owns or controls and is produced from the unitized acreage set forth on Attachment 1 ("Dedicated Reserves"). Producer represents that it either owns valid leases covering the interests in or under, or that it has the legal right to dedicate, the gas produced from the currently existing wells described on Attachment 1. MichCon Gathering has no obligation to provide firm transportation on the AEP for any Antrim Gas delivered or caused to be delivered by Producer that is not covered by this Dedication Agreement.

2. This Dedication Agreement will be effective as of January 1, 2002.

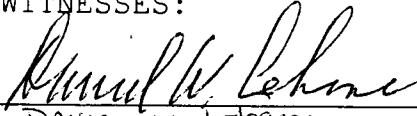
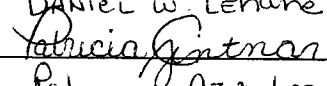
3. It is the intent of the parties that the dedication of reserves provided for in this Dedication Agreement runs with the currently existing wells described on Attachment through December 31, 2005 and, as such,

binds all subsequent transferees of any interests in those wells. Accordingly, Producer agrees that this document may be recorded by MichCon Gathering in the appropriate governmental office in order to place any such subsequent transferees on notice that they are bound by this Dedication Agreement. MichCon Gathering will provide Producer with a copy of the recorded instrument promptly following recordation.

4. This Dedication Agreement and the Transportation and Treating Service Agreement under which Producer's gas is shipped on the AEP constitute the entire agreement between MichCon Gathering and Producer concerning dedication of reserves for gas transportation service and gas treating service on the AEP. Any prior understandings, representations, promises, undertakings, agreements or inducements, whether written or oral, concerning dedication of reserves for transportation on the AEP have no force and effect. This Dedication Agreement may be modified or amended only in writing and signed by both parties.
5. This Dedication Agreement may be executed in counterpart and shall be binding upon all parties executing the same, their heirs, personal representatives, successors and assigns, whether or not executed by all parties owning an interest in the currently existing wells referenced in Attachment A.

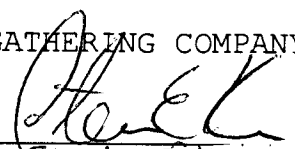
IN WITNESS WHEREOF, the parties have caused this
Dedication Agreement to be executed this 7 day of
June, 2002.

WITNESSES:


DANIEL W. LEHANE

PATRICIA CZENTRAR

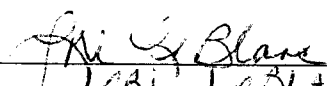
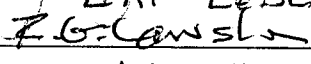
MICHCON GATHERING COMPANY

By:

 
Name: STEVEN E. KUMAS

Title: Sr. Vice President

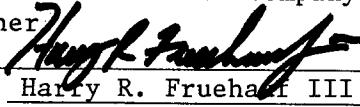
WITNESSES:


LARI LEBLANC

R.G. LAWSHE

FRUEHAUF ANTRIM LIMITED PARTNERSHIP

By: Fruehauf Production Company, LLC, General
Partner

By:


Name: HARRY R. FRUEHAUF III

Title:

Member

ACKNOWLEDGMENTS

STATE OF MICHIGAN)
) ss
COUNTY OF WAYNE)

On this 7 day of June, 2001², before me, a Notary Public in and for the State and County aforesaid, personally appeared Steven E. Kormas, the Sr. Vice President of MICHCON GATHERING COMPANY, a Michigan corporation, on behalf of which he executed the foregoing Dedication Agreement, and acknowledged the same to be the free act and deed of said corporation, effective as of the 1st day of January, 2002.

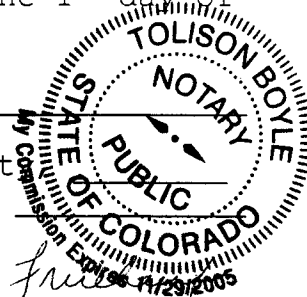
Donna Elaine Clark
Notary Public
Macomb County, Michigan
My Commission Expires: 4/28/05

STATE OF Colorado)
) ss
COUNTY OF Denver)

DONNA ELAINE CLARK
Notary Public, Macomb County, Michigan
Acting in Wayne County
My Commission Expires April 28, 2005

On this 7th day of January, 2001, before me, a Notary Public in and for the State and County aforesaid, personally appeared Harry R. Fruehauf, III, the * of Fruehauf Antrim Limited Partnership, a Limited Partnership partnership, on behalf of which he executed the foregoing Dedication Agreement and acknowledged the same to be the free act and deed of said partnership, effective as of the 1st day of January, 2002.

Tolison Boyle
Notary Public
Count
My Commission Expires:



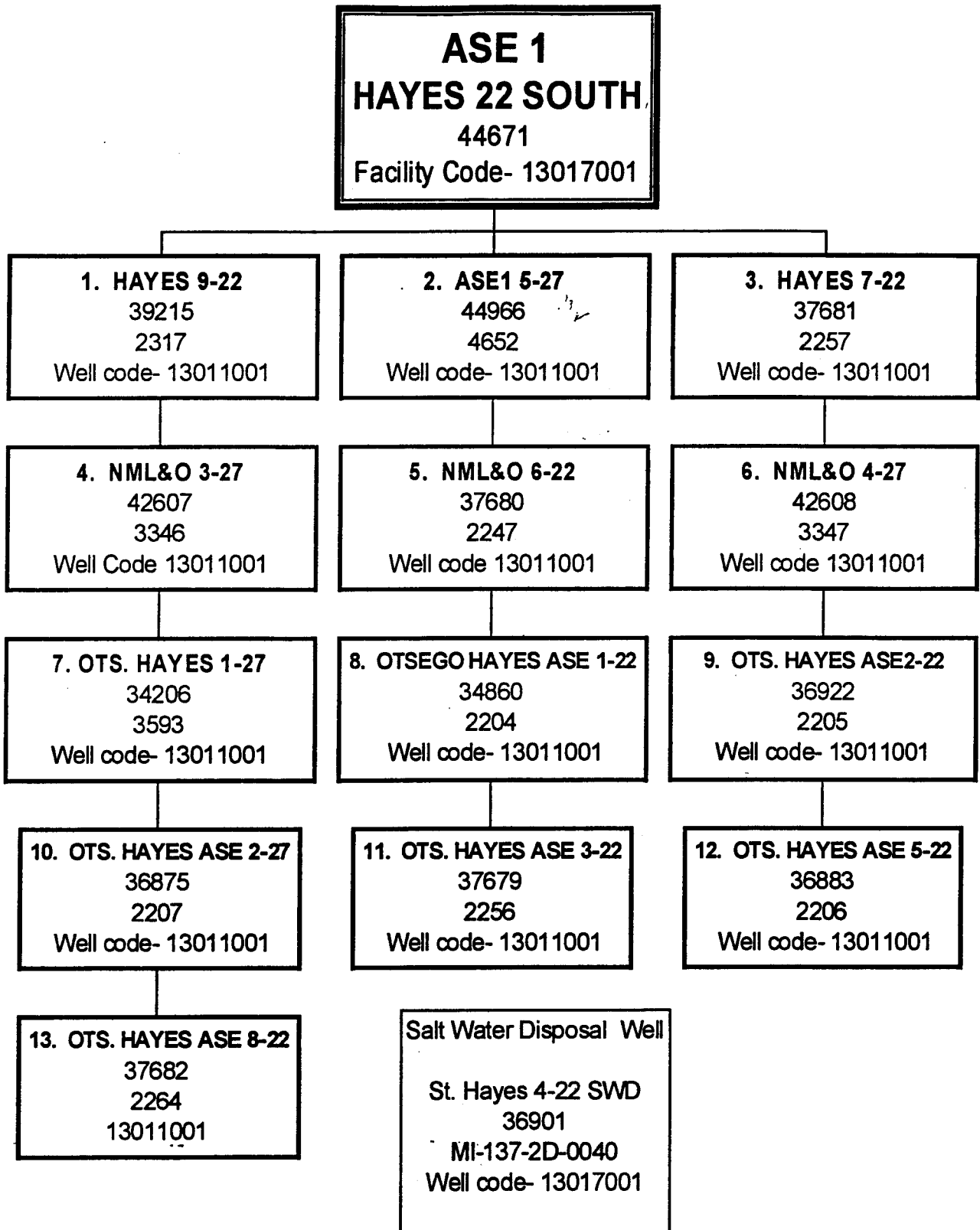
This instrument prepared by:
Julie A. Cohen
MichCon Gathering Company
2000 Second Street
Detroit, Michigan 48226
Tel: (313) 235-3581

Member of Fruehauf
Production Company, LLC,
the General Partner.

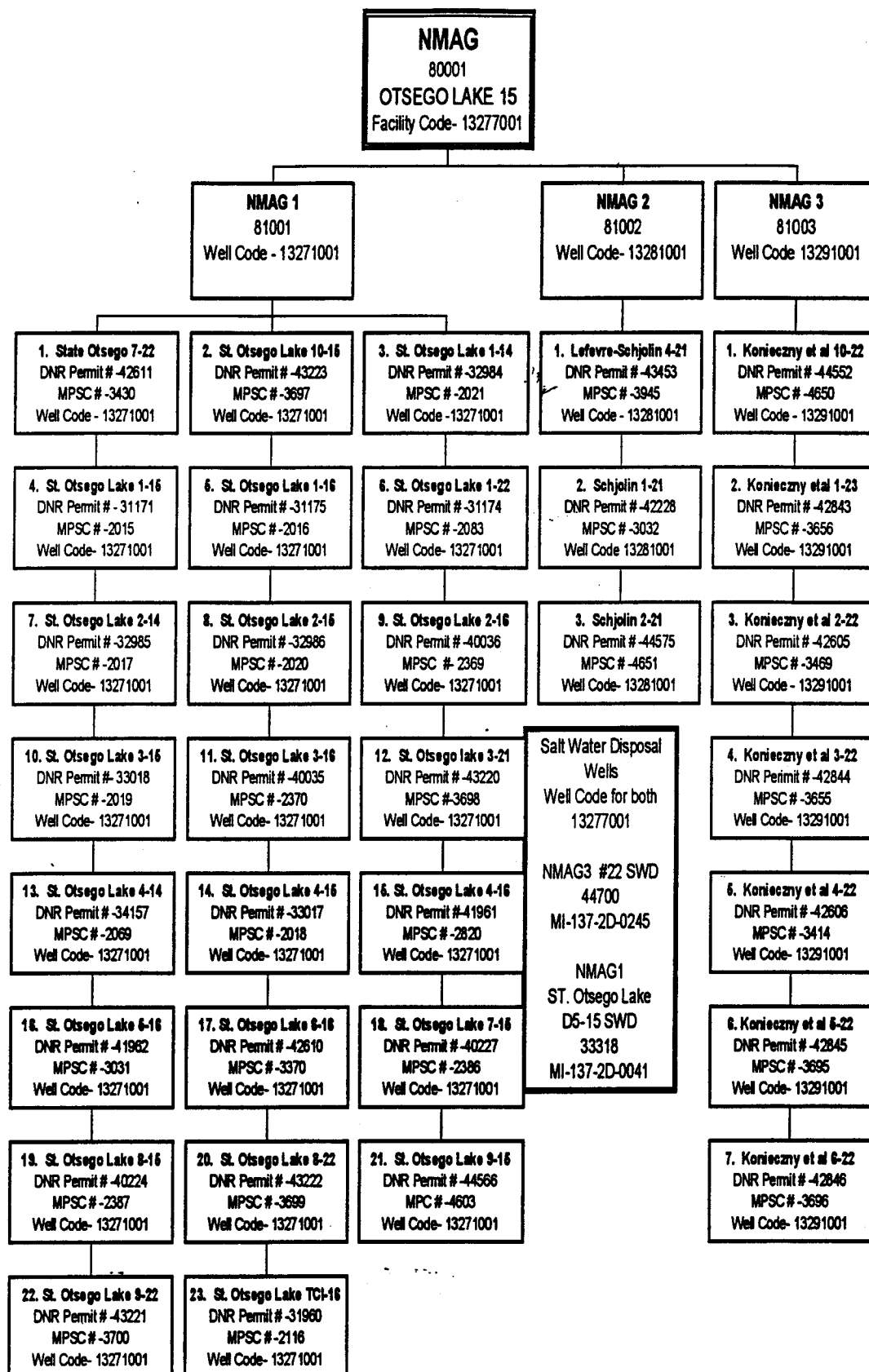
ATTACHMENT A

State Chester #3 SWD 36369 MI-137-2D-0037 Well Code- 13267001		State Chester 3-10 SWD 43161 MI-137-2D-0095 Well Code- 13267001		SCV 80002 CHESTER 15 OLD Well Code- 13267001		State Chester 2-22 SWD 29750 MI-137-2D-0051 Well Code- 13267001	
1. State Chester #59 DNR Permit # -26804 MPSC # -3896 Well Code- 13261001	2. State Chester #1 DNR Permit # -26074 MPSC # -1593 Well Code- 13261001	3. State Chester #10 DNR Permit # -26802 MPSC # -1599 Well Code- 13261001	4. State Chester #11 DNR Permit # -26803 MPSC # -1600 Well Code- 13261001	5. State Chester 1-11 DNR Permit # -47220 MPSC # -5903 Well Code- 13261001	6. State Chester 1-15 DNR Permit # -48848 MPSC # -6797 Well Code- 13261001		
7. State Chester 1-16 DNR Permit # -47221 MPSC # -5904 Well Code- 13261001	8. State Chester #12 DNR Permit # -26804 MPSC # -1602 Well Code- 13261001	9. State Chester #13 DNR Permit # -27029 MPSC # -1603 Well Code- 13261001	10. State Chester #14 DNR Permit # -27030 MPSC # -1604 Well Code- 13261001	11. State Chester #15 DNR Permit # -27056 MPSC # -2284 Well Code- 13261001	12. State Chester #16 DNR Permit # -27057 MPSC # -1605 Well Code- 13261001		
13. State Chester #18 DNR Permit # -34875 MPSC # -2056 Well Code- 13261001	14. State Chester #19 DNR Permit # -34226 MPSC # -2149 Well Code- 13261001	15. State Chester 2-10 DNR Permit # -34344 MPSC # -3022 Well Code- 13261001	16. State Chester #3 DNR Permit # -26381 MPSC # -1594 Well Code- 13261001	17. State Chester #4 DNR Permit # -26382 MPSC # -1595 Well Code- 13261001	18. State Chester 4-10 DNR Permit # -48245 MPSC # -6581 Well Code- 13261001		
19. State Chester #45 DNR Permit # -41432 MPSC # -2662 Well Code- 13261001	20. State Chester #46 DNR Permit # -41431 MPSC # -2663 Well Code- 13261001	21. State Chester #47 DNR Permit # -41430 MPSC # -2629 Well Code- 13261001	22. State Chester #53 DNR Permit # -43754 MPSC # -3807 Well Code- 13261001	23. State Chester #55 DNR Permit # -43565 MPSC # -4095 Well Code- 13261001	24. State Chester #56 DNR Permit # -43568 MPSC # -3894 Well Code- 13261001		
25. State Chester #57 DNR Permit # -43566 MPSC # -3895 Well Code- 13261001	26. State Chester #6 DNR Permit # -26627 MPSC # -1996 Well Code- 13261001	27. State Chester #60 DNR Permit # -43484 MPSC # -3804 Well Code- 13261001	28. State Chester #61 DNR Permit # -43483 MPSC # -3805 Well Code- 13261001	29. State Chester #62 DNR Permit # -43482 MPSC # -3806 Well Code- 13261001	30. State Chester #67 DNR Permit # -48136 MPSC # -6639 Well Code- 13261001		
31. State Chester #7 DNR Permit # -40187 MPSC # -2455 Well Code- 13261001	32. State Chester #8 DNR Permit # -26801 MPSC # -1598 Well Code- 13261001	33. State Chester #9 DNR Permit # -26982 MPSC # -1601 Well Code- 13261001	34. St. Chsr Venture # 20 DNR Permit # -39040 MPSC # -2300 Well Code- 13261001	35. St. Chsr Venture # 21 DNR Permit # -39041 MPSC # -2311 Well Code- 13261001	36. St. Chsr Venture # 22 DNR Permit # -39042 MPSC # -2321 Well Code- 13261001		
37. St. Chsr Venture # 23 DNR Permit # -39043 MPSC # -2296 Well Code- 13261001	38. St. Chsr Venture # 24 DNR Permit # -39380 MPSC # -2322 Well Code- 13261001	39. St. Chsr Venture # 25 DNR Permit # -39044 MPSC # -2312 Well Code- 13261001	40. St. Chsr Venture # 26 DNR Permit # -39045 MPSC # -2297 Well Code- 13261001	41. St. Chsr Venture #27 DNR Permit # 39046 MPSC # -2318 Well Code- 13261001	42. St. Chsr Venture #28 DNR Permit # 40011 MPSC # -2348 Well Code- 13261001		
43. St. Chsr Venture # 29 DNR Permit # -40009 MPSC # -2349 Well Code- 13261001	44. St. Chsr Venture # 30 DNR Permit # -40010 MPSC # -2350 Well Code- 13261001	45. St. Chsr Venture # 31 DNR Permit # -40014 MPSC # -2351 Well Code- 13261001	46. St. Chsr Venture #32 DNR Permit # 42113 MPSC # 3023 Well Code- 13261001	47. St. Chsr Venture # 33 DNR Permit # -42114 MPSC # -3039 Well Code- 13261001	48. St. Chsr Venture #34 DNR Permit # -42230 MPSC # -3034 Well Code- 13261001		
49. St. Chsr Venture #35 DNR Permit # 42220 MPSC # -3024 Well Code- 13261001	50. St. Chsr Venture #36 DNR Permit # 42231 MPSC # -3025 Well Code- 13261001	51. St. Chsr Venture #37 DNR Permit # 42232 MPSC # -3026 Well Code- 13261001	52. St. Chsr Venture #38 DNR Permit # 41379 MPSC # 2819 Well Code- 13261001	53. St. Chsr Venture #39 DNR Permit # 41380 MPSC # -2709 Well Code- 13261001	54. St. Chsr Venture # 40 DNR Permit # -41381 MPSC # -2627 Well Code- 13261001		
55. St. Chsr Venture #41 DNR Permit # 41318 MPSC # 2627 Well Code- 13261001	56. St. Chsr Venture #42 DNR Permit # 41382 MPSC # -2711 Well Code- 13261001	57. St. Chsr Venture # 43 DNR Permit # 41383 MPSC # 2628 Well Code- 13261001	58. St. Chsr Venture # 44 DNR Permit # 41429 MPSC # -2661 Well Code- 13261001	59. St. Chsr Venture #46 DNR Permit # 42435 MPSC # -3126 Well Code- 13261001	60. St. Chsr Venture #49 DNR Permit # -42436 MPSC # -3077 Well Code- 13261001		
61. St. Chsr Venture # 50 DNR Permit # 44262 MPSC # -4312 Well Code- 13261001	62. St. Chsr Venture #51 DNR Permit # 44259 MPSC # -4356 Well Code- 13261001	63. St. Chsr Venture # 52 DNR Permit # 44261 MPSC # -4355 Well Code- 13261001	64. St. Chsr Venture #54 DNR Permit # -42229 MPSC # -3027 Well Code- 13261001	65. St. Chsr Venture #58 DNR Permit # -44260 MPSC # -4357 Well Code- 13261001	66. St. Chsr Venture # 76 DNR Permit # -45326 MPSC # -4672 Well Code- 13261001		

ATTACHMENT A



ATTACHMENT A





Michigan Consolidated Gas Company
500 Griswold Street, Detroit, MI 48226

November 1, 2001

Fruehauf Antrim Limited Partnership
1260 South Otsego
Gaylord, Michigan 49735

**Waiver Of Quality Specifications And
Understanding Of Pressure, Transportation & Gas Quality Requirements**

Gentlemen:

Reference is made to the Antrim Gas Transportation And Treating Service Agreement (ASATT Agreement), the Wet Header System Receipt Point Agreement (WHRPA) the Antrim System Receipt Point Agreement (ASRPA) all dated as of January 1, 2002 and the Base Contract For Short-Term Sale And Purchase Of Natural Gas made and entered into as November 1, 2001 (GISB Contract) between our respective companies. All of the Agreements were negotiated and signed as a part of a Settlement Agreement dated as of November 1, 2001.

As a part of the negotiations of the Settlement Agreement, MichCon Gathering Company (Gathering) and Michigan Consolidated Gas Company (MichCon) agreed to waive certain quality specifications pertaining to carbon dioxide content and minimum Btu for gas produced from the wells identified on Attachment A hereto. The following enumerated paragraphs provide the waivers of Gathering and MichCon:

- 1) Under the ASATT Agreement, Gathering waives the current provision of Article VI (e) of Exhibit C pertaining to the gas not exceeding 25 mole percent of carbon dioxide at any Receipt Point, and will accept gas containing up to 35 mole percent of carbon dioxide at any Receipt Point.
- 2) Under the ASATT Agreement, Gathering waives the provisions of Article VI (i) of Exhibit C.
- 3) Under both the WHRPS and the ASRPA, Gathering and MichCon waive the current provision of Section 6.1(e) of Schedule "C" pertaining to the gas not exceeding 25 mole percent of carbon dioxide at any Receipt

Point, and will accept gas containing up to 35 mole percent of carbon dioxide at any Receipt Point.

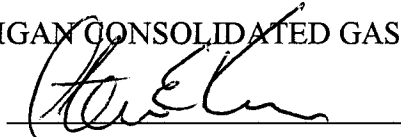
- 4) Under both the WHRPA and the ASRPA, Gathering and MichCon waive the provisions of Section 6.1(i) Schedule "C".

Except as waived above, the quality specifications of the ASATT Agreement, the WHRAP and the ASRPA remain in effect.

MichCon and Gathering represent that if Fruehauf complies with the gas delivery pressure and gas quality provisions under the ASATT, the WHRPA and the ASRPA, then Fruehauf will also be in compliance with the delivery pressure, including not exceeding the maximum allowable operating pressure, and gas quality provisions of the Receiving Transporter under the GISB Contract.

MICHIGAN CONSOLIDATED GAS COMPANY

By:

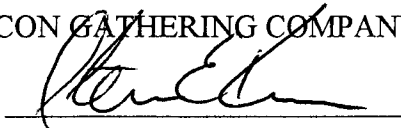


Its:

Sr. Vice President

MICHCON GATHERING COMPANY

By:



Its:

Sr. Vice President

MPSC Case No. U-14754

Exhibit DOM-100

AFFIDAVIT

Carl J. Croskey, being duly sworn, deposes and says:

1. DELTA OIL CO., INC. ("Producer") owns or controls the Antrim gas reserves within the lands described on Exhibit A, located in Montmorency County, Michigan.
2. That Carl J. Croskey is president of MICHCON GATHERING COMPANY ("MichCon Gathering") which owns and operates the Antrim Expansion Project a gathering system in Alcona, Alpena, Antrim, Crawford, Montmorency, Oscoda Otsego and Kalkaska counties, Michigan used for the transportation of Antrim gas (the "AEP").
3. That producers and shippers of Antrim gas were invited to enter into transportation and CO₂ treating agreements on the AEP and to dedicate Antrim gas reserves to the project.
4. That Producer and Michigan Consolidated Gas Company entered into a Dedication of Antrim Reserves Agreement ("Dedication Agreement") dated September 13, 1994, pursuant to which Producer dedicated those Antrim natural gas reserves, owned or controlled by it, within the lands described on Exhibit A hereto, to transportation and treating services provided by MichCon Gathering on the AEP. The Dedication Agreement was assigned from Michigan Consolidated Gas Company to MichCon Gathering effective November 1, 1995.

STATE OF MICHIGAN
MONTMORENCY COUNTY
Recorded & Filed

07-25-1996 13:27:27

A. PANGAN-MCELROY
REGISTER OF DEEDS

5. That the intent of the Dedication Agreement was that the dedication of Antrim gas reserves identified on Exhibit A was a grant of an interest in real property and, as such, the dedication of those reserves extends to and is binding upon the successors and assigns of Producer .


Carl J. Croskey
President

STATE OF MICHIGAN))ss
COUNTY OF WAYNE)

On this 16th day of July, 1996, before me personally appeared Carl J. Croskey who, being first duly sworn, said that he is the President of MichCon Gathering Company, a Michigan corporation, and that he was duly authorized to and did execute the foregoing Affidavit on behalf of MichCon Gathering Company.

Thomas M. Callahan
 Notary Public Thomas M. Callahan
Macomb County, Michigan
Acting in Wayne County
 My Commission Expires: 10-25-99

This instrument was prepared by:

Julie A. Cohen
MichCon Gathering Company
500 Griswold Street, GB-9
Detroit, MI 48226-3700

✓ Return to:
Tom Dahlman
Michigan Consolidated Gas Company
500 Griswold, 24th Floor
Detroit, Michigan 48226

Exhibit A
Delta Oil Co., Inc.
Dedication of Antrim Reserves to MichCon Gathering Company

County Name	Township Name	T	R	Section	Project Name
Ostego	Dover	31 N	2 W	15, 16, 21, 22, 23, 26	Schrader
Ostego	Dover	31 N	2 W	14, 22, 23, 24, 25, 26, 27	Kubacki
Ostego	Chariton	31 N	1 W	29, 30, 31, 32, 33,	Gardner
		31 N	2 W	25, 36	
Ostego	Dover	31 N	2 W	21, 27, 28, 29, 32, 33, 34	Boughner
Ostego	Dover	31 N	2 W	1, 2, 10, 11, 12, 14, 15, 16	Axford
		32 N	2 W	35	
Montmorency	Vienna	31 N	1 E	13, 14, 23, 24, 25	Briely 19
		31 N	2 E	18, 19	
Montmorency	Briely	31 N	2 E	19, 20, 28, 29 30, 31	Briely 29
		31 N	1 E	25, 35, 36	
Montmorency	Briely	31 N	2 E	29, 30, 31, 32	Briely 31
		31 N	1 E	25, 36	
Montmorency	Briely	30 N	2 E	12, 13, 14, 15, 16, 21, 22, 23 24	Lake 15
		30 N	3 E	7	
Ostego	Avery	30 N	3 E	30, 31, 32	Avery 31
		30 N	2 E	25, 35, 36	
		29 N	2 E	1, 2	
Montmorency	Montmorency	32 N	1 E	29, 32, 33, 34	Townline
Montmorency	Montmorency	30 N	2 E	24, 25, 36	Avery 24
			3 E	31	

OTSEGO COUNTY
MICHIGAN
RECEIVED FOR RECORD

AFFIDAVIT

96 JUL 25 AM 11:44

EVELYN H. PRATT
CLERK / REGISTER OF DEEDS

Carl J. Croskey, being duly sworn, deposes and says:

1. DELTA OIL CO., INC. ("Producer") owns or controls the Antrim gas reserves within the lands described on Exhibit A, located in Otsego County, Michigan.
2. That Carl J. Croskey is president of MICHCON GATHERING COMPANY ("MichCon Gathering") which owns and operates the Antrim Expansion Project a gathering system in Alcona, Alpena, Antrim, Crawford, Montmorency, Oscoda Otsego and Kalkaska counties, Michigan used for the transportation of Antrim gas (the "AEP").
3. That producers and shippers of Antrim gas were invited to enter into transportation and CO₂ treating agreements on the AEP and to dedicate Antrim gas reserves to the project.
4. That Producer and Michigan Consolidated Gas Company entered into a Dedication of Antrim Reserves Agreement ("Dedication Agreement") dated September 13, 1994, pursuant to which Producer dedicated those Antrim natural gas reserves, owned or controlled by it, within the lands described on Exhibit A hereto, to transportation and treating services provided by MichCon Gathering on the AEP. The Dedication Agreement was assigned from Michigan Consolidated Gas Company to MichCon Gathering effective November 1, 1995.

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Tommy
Bo

5. That the intent of the Dedication Agreement was that the dedication of Antrim gas reserves identified on Exhibit A was a grant of an interest in real property and, as such, the dedication of those reserves extends to and is binding upon the successors and assigns of Producer .

WITNESS Edward J. Rowling
WITNESS Gorile Blanc

MICHCON GATHERING COMPANY

Carl J. Croskey
President

STATE OF MICHIGAN)
COUNTY OF WAYNE)ss

On this 16th day of July, 1996, before me personally appeared Carl J. Croskey who, being first duly sworn, said that he is the President of MichCon Gathering Company, a Michigan corporation, and that he was duly authorized to and did execute the foregoing Affidavit on behalf of MichCon Gathering Company.

Thomas M. DeHaven
Notary Public Thomas M. DeHaven
Macomb County, Michigan
Acting as Wayne County
My Commission Expires: 10-25-99

This instrument was prepared by:

Julie A. Cohen
MichCon Gathering Company
500 Griswold Street, GB-9
Detroit, MI 48226-3700

Exhibit A
Delta Oil Co., Inc.
Dedication of Antrim Reserves to MichCon Gathering Company

County Name	Township Name	T	R	Section	Project Name
Ostego	Dover	31 N	2 W	15, 16, 21, 22, 23, 26	Schrader
Ostego	Dover	31 N	2 W	14, 22, 23, 24, 25, 26, 27	Kubacki
Ostego	Charlton	31 N	1 W	29, 30, 31, 32, 33,	Gardner
		31 N	2 W	25, 36	
Ostego	Dover	31 N	2 W	21, 27, 28, 29, 32, 33, 34	Boughner
Ostego	Dover	31 N	2 W	1, 2, 10, 11, 12, 14, 15, 16	Axford
		32 N	2 W	35	
Montmorency	Vienna	31 N	1 E	13, 14, 23, 24, 25	Briely 19
		31 N	2 E	18, 19	
Montmorency	Briely	31 N	2 E	19, 20, 28, 29 30, 31	Briely 29
		31 N	1 E	25, 35, 36	
Montmorency	Briely	31 N	2 E	29, 30, 31, 32	Briely 31
		31 N	1 E	25, 36	
Montmorency	Briely	30 N	2 E	12, 13, 14, 15, 16, 21, 22, 23 24	Lake 15
		30 N	3 E	7	
~~Ostego~~ <i>Montmorency</i>	~~Avery~~	30 N	3 E	30, 31, 32	Avery 31
		30 N	2 E	25, 35, 36	
		29 N	2 E	1, 2	
Montmorency	Montmorency	32 N	1 E	29, 32, 33, 34	Townline
Montmorency	Montmorency	30 N	2 E	24, 25, 36	Avery 24
			3 E	31	

September 13, 1994 (date)

Title: **President**

DEDICATION OF ANTRIM RESERVES

This letter agreement between Michigan Consolidated Gas Company ("MichCon") and Delta Oil Co., Inc. ("Producer") (collectively, the "Parties") confirms our agreement concerning the dedication of certain natural gas reserves for transportation or transportation and treating on the Antrim Header System ("Antrim Service"). The Parties agree as follows:

1. Producer hereby dedicates to the transportation and treating services provided by MichCon on the Antrim Header System all of the natural gas produced from the Antrim shale formation which it owns or controls and is produced from the unitized acreage set forth on Exhibit A ("Dedicated Reserves"). Producer represents that it either owns valid leases covering the interests in or under, or that it has the legal right to dedicate, the real property described on Exhibit A.
2. If Producer or Producer's shipper requests Antrim Service for gas produced from the acreage dedicated under this Agreement, and (1) if Antrim Service is not provided within 90 days of the request for the reason that MichCon's Antrim Header System has insufficient pipeline or CO₂ treating capacity for reasons other than force majeure or initial construction, or (2) if MichCon provides notice of insufficient capacity within 90 days of the request, then MichCon will release from dedication to this Agreement such production in excess of capacity at the earlier of its notice or the end of the 90 day period. MichCon shall provide such notice as soon as is reasonably possible when it has reasons to believe that there will be insufficient capacity.
3. It is the intent of the Parties that the dedication of reserves provided for in this Agreement is a transfer of an interest in the real property described on Exhibit A and, as such, shall bind all subsequent transferees of any interests in that real property. Accordingly, on or before 90 days following the date Producer signs this Agreement, Producer agrees to execute an instrument(s), as may be required and prepared by MichCon at MichCon's sole expense, in proper recordable form, that will place any such subsequent transferees on notice that they are bound by this Agreement and to record such instrument(s) in the appropriate governmental office. Producer agrees to provide MichCon with a copy of the recorded instrument promptly following recordation.

4. This Agreement constitutes the entire agreement between MichCon and Producer concerning the subject matter hereof. Any prior understandings, representations, promises, undertakings, agreement or inducements, whether written or oral, concerning the subject matter hereof not contained herein shall have no force and effect. This Agreement may be modified or amended only by a writing duly executed by both parties.
5. This Agreement is specifically conditional upon the issuance, by April 15, 1995, of a final order in MPSC Case No. U-10547 granting MichCon a certificate of public convenience and necessity ("Certificate") allowing MichCon to provide the Antrim Service, and an in-service date of January 1, 1996 for the pipeline authorized by the Certificate. If both of conditions are not met, this Agreement shall be null and void.
6. This Agreement cancels and supersedes any prior agreement which dedicates or could be construed to dedicate reserves to be transported by MichCon as part of its Antrim Service.

If this correctly sets forth our agreement, please indicate your agreement and acceptance on the bottom of this letter and return it to me.

Sincerely,



Agreed to and accepted this

13th day of September, 1994

PRODUCER Delta Oil Co., Inc.

By 
Chris Kokenis, President

Date September 13, 1994

MPSC Case No. U-14754

Exhibit DOM-101

STATE OF MICHIGAN
MONTMORENCY COUNTY
Recorded & Filed

05-04-1999 13:10:48

DEDICATION OF RESERVES

TERESA WALKER
REGISTER OF DEEDS

**Transportation Services
Montmorency County**

This Dedication Agreement made as of this 1st day of December, 1998, between MichCon Gathering Company ("Transporter") and Elmira Antrim Company, its heirs, personal representatives, successors and assigns (collectively "Producers").

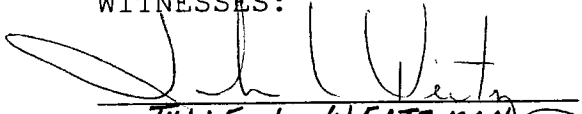
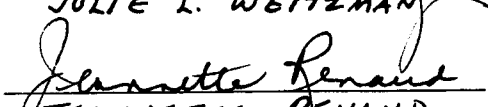
In consideration for transportation services provided on the Antrim Expansion Project Pipeline System ("Pipeline") and subject to the mutual covenants and agreements set forth in this Dedication Agreement, the parties agree as follows:

1. Producers dedicate to the transportation services provided on the Pipeline, all of the natural gas produced from the Devonian age Antrim shale formation which Producers own or control and is produced from the unitized acreage and land described on Attachment 1 ("Dedicated Reserves"). Producers represent that they either own valid leases covering the interests in or under, or that they have the legal right to dedicate, the real property described on Attachment 1. Transporter has no obligation to provide firm transportation on the Pipeline for any Antrim Gas delivered or caused to be delivered by Producers that is not covered by this Dedication Agreement.

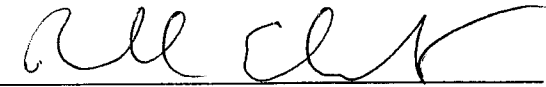
2. This Dedication Agreement is effective as of December 1, 1998.
3. It is the intent of the parties that the dedication of reserves provided for in this Dedication Agreement runs with the real property described on Attachment 1 for the life of the Dedicated Reserves and, as such, binds all subsequent transferees of any interests in that real property. Accordingly, Producers agree that this document may be recorded by Transporter in the appropriate governmental office in order to place any such subsequent transferees on notice that they are bound by this Dedication Agreement. Transporter will provide Producers with a copy of the recorded instrument promptly following recordation.
4. This Dedication Agreement and the Transportation Agreement under which Producers' gas is shipped constitute the entire agreement between Transporter and Producers concerning dedication of reserves for transportation on the Pipeline. This Dedication Agreement supersedes all other prior understandings, representations, promises, undertakings, agreements or inducements, whether written or oral, concerning dedication of reserves for transportation on the Pipeline. This Dedication Agreement may be modified or amended only in writing and signed by both parties.
5. This Dedication Agreement may be executed in counterpart and shall be binding upon all parties executing the same, their heirs, personal representatives, successors and assigns, whether or not executed by all parties owning an interest in the real property referenced in Attachment 1.

IN WITNESS WHEREOF, the parties have caused this Dedication Agreement to be executed as of the date first written above.

WITNESSES:


JULIE L. WEITZMAN

JEANNETTE RENAUD

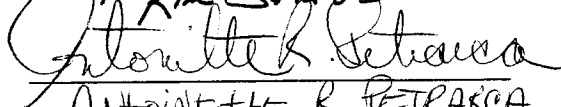
MichCon Gathering Company

By: 

Name: RONALD E. CHRISTIAN

Title: Secretary

WITNESSES:


Kim Sanders

ANTOINETTE R. PETRARCA

Elmira Antrim Company

By: 

Name: J.T. Williams

Title: Chairman

ACKNOWLEDGMENTS

STATE OF MICHIGAN)) ss
COUNTY OF WAYNE)

On this 13TH day of January, 1999, before me, a Notary Public in and for the State and County stated below, personally appeared RONALD E. CHRISTIAN, the Secretary of MichCon Gathering Company, a Michigan corporation, on behalf of which he executed the foregoing Dedication Agreement, and acknowledged the same to be the free act and deed of said corporation, effective as of the 1st day of December, 1998.

Delia C. White

Delia A. DiVito, Notary Public
Oakland County, Michigan
Acting in Wayne County
My Commission Expires: June 22, 2001

NOTARY
STATE OF MICHIGAN)
PUBLIC) ss
MACC. COUNTY OF Wayne)

On this 14 day of January, 1999, before me, a Notary Public in and for the State and County aforesaid, personally appeared J T Williams, the Chairman of Elmira Antrim Company, a Michigan corporation, on behalf of which he executed the foregoing Dedication Agreement and acknowledged the same to be the free act and deed of said corporation, effective as of the 1st day of December, 1998.

Cindy K. Herbe
Tary Public

Notary Public _____ County, Michigan
My Commission Expires: _____

CINDY L. GERBE
Notary Public, Macomb County, Michigan
Acting in Wayne County, MI
My Commission Expires March 20, 2002

This instrument prepared by:
Julie A. Cohen
MichCon Gathering Company
500 Griswold Street
Detroit, Michigan 48226
Tel: (313) 256-5201

F:\corp\jac\MCNIC\ElmiraMontmorency.DOC

Return to:
✓ Tom Dahlman
Michigan Consolidated Gas Company
500 Griswold, 24th Floor
Detroit, Michigan 48226

ATTACHMENT "1"
Elmira Antrim Company - Montmorency County - AEP (ASAT)

<u>Project Name</u>	<u>County</u>	<u>Unit Description</u>
Albert #1	Montmorency	<u>T29N, R2E</u> Section 05: All Section 06: All Section 07: NW/4 NW/4, NE/4, NE/4 NE/4 NW/4, NE/4 SE/4 Section 08: E/2 Section 09: SW/4; S/2 NW/4 & NW/4 NW/4 <u>T30N, R2E</u> Section 31: All exc. NW/4 NW/4 Section 32: S/2 SE/4 Section 33: SW/4 SW/4
Anchor Steam	Montmorency	<u>T31N, R4E</u> Section 13: All, except NE/4 Section 14: All Except NE/4 NW/4 AND N/2 NE/4 Section 15: E/2 Section 24: NW/4 NE/4 AND E/2 NE/4
Apple Orchard	Montmorency	<u>T29N, R4E</u> Section 03: SE/4 SE/4 Section 09: SE/4 & NE/4 SW/4 Section 10: E/2 NE/4; SW/4 & W/2 SE/4 Section 16: N/2 NE/4, SE/4NE/4
Arthur Miller	Montmorency	<u>T31N, R3E</u> Section 13: All Section 14: All Section 15: All Section 23: All
Brush Limbaugh	Montmorency	<u>T31N, R4E</u> Section 17: W/2 Section 18: All Section 19: All Section 20: W/2, SE/4 Section 29: NW/4, W/2 NE/4, NE/4 NE/4, N/2 SE/4 Section 30: All

ATTACHMENT "1"
Elmira Antrim Company - Montmorency County - AEP (ASAT)

<u>Project Name</u>	<u>County</u>	<u>Unit Description</u>
Cattle Antrim	Montmorency	<u>T29N, R4E</u> Section 04: W/2 Section 09: N/2 <u>T30N, R4E</u> Section 33: S/2
Connie Stevens East	Montmorency	<u>T30N, R3E</u> Section 20: NW/4, SW/4 NE/4, S/2 exc. NW/4 SW/4 SW/4 Section 28: All Except NE/4 NE/4 Section 29: N/2 NE/4 & NE/4 NW/4 Section 33: All
Connie Stevens West	Montmorency	<u>T30N, R3E</u> Section 29: NW/4 NW/4, S/2 N/2, S/2 Section 30: NE/4 & E/2 SE/4 Section 32: N/2; N/2 SE/4 & NW/4 SW/4
Fosters Lager	Montmorency	<u>T31N, R4E</u> Section 20: SE/4 Section 21: All Section 22: All Section 23: SW/4; S/2 NW/4 Section 28: NE/4, E/2 NW/4, NW/4 NW/4 Section 29: NE/4 NE/4
Hillbilly	Montmorency	<u>T31N, R3E</u> Section 16: All Section 20: All Section 21: All Section 22: All
Lloyds of London	Montmorency	<u>T31N, R3E</u> Sections 7, 8, 17-19: All

ATTACHMENT "1"
Elmira Antrim Company - Montmorency County - AEP (ASAT)

<u>Project Name</u>	<u>County</u>	<u>Unit Description</u>
Loudbert	Montmorency	<u>T29N, R2E</u> Section 01: SE/4 <u>T29N, R3E</u> Section 06: All Except NW/4 NW/4 Section 07: All Except E/2 NE/4 Section 18: N/2, SW/4
Miller Creek	Montmorency	<u>T31N, R4E</u> Section 27: SW/4 NE/4, S/2 NW/4, N/2 SW/4 Section 28: S2, SW/4 NW/4 Section 29: SE/4 NE/4, SE/4, S/2 SW/4 Section 31: All Section 32: All Section 33: NW/4, N/2 SW/4, SW/4 SW/4, W/2 NE/4, NE/4 NE/4
North Rust Never Sleeps	Montmorency	<u>T29N, R4E</u> Section 05: All Section 06: E/2 Section 08: All Except NW/4 SW/4 Section 09: S/2 SW/4, NW/4 SW/4 Section 16: S/2; NW/4 & SW/4 NE/4 Section 17: All
Not Available	Montmorency	<u>Township 30 North, Range 1 East</u> Section 25
	Montmorency	<u>Township 30 North, Range 3 East</u> Section 20, 28, 29
	Montmorency	<u>Township 30 North, Range 4 East</u> Section 22
	Montmorency	<u>Township 31 North, Range 4 East</u> Section 5-8, 13-17, 20, 23, 24, 29, 33
	Montmorency	<u>Township 31 North, Range 3 East</u> Section 1, 3-9

MPSC Case No. U-14754

Exhibit DOM-102

DEDICATION OF ANTRIM RESERVES

This letter agreement between Michigan Consolidated Gas Company ("MichCon") and NOMECO Oil & Gas Co. ("NOMECO")(collectively, the "Parties") confirms our agreement concerning the dedication of certain natural gas reserves for transportation or transportation and treating on the Antrim Header System ("Antrim Service"). The Parties agree as follows:

1. NOMECO hereby dedicates to the transportation and treating services provided by MichCon on the Antrim Header System all of the natural gas produced from the Antrim Shale formation which it owns or controls and is produced from the unitized acreage set forth on Exhibit A ("Dedicated Reserves"). NOMECO represents that it either owns valid oil and gas leases or has the legal right, to the extent of its ownership, to dedicate the real property described on Exhibit A.
2. If NOMECO or NOMECO's shipper requests Antrim Service for gas produced from the acreage dedicated under this Agreement, and (1) if Antrim Service is not provided within 90 days of the request for the reason that MichCon's Antrim Header System has insufficient pipeline or CO₂ treating capacity for reasons other than force majeure or initial construction, or (2) if MichCon provides notice of insufficient capacity within 90 days of the request, then MichCon will release from dedication to the Antrim Gas Service Agreement dated October 31, 1994 between the Parties ("AGS Agreement") such production in excess of available capacity at the end of the 90 day period. MichCon shall provide such notice as soon as is reasonably possible when it has reasons to believe that there will be insufficient capacity.
3. If during the term of this dedication, MichCon claims force majeure under the terms of the AGS Agreement, the dedication of reserves hereunder shall be suspended for the period of such force majeure event.
4. This dedication shall become effective upon the In Service Date provided for in the AGS Agreement and remain in effect for as long as the AGS Agreement is in full force and effect. Upon termination of the AGS Agreement, this letter agreement shall also terminate. MichCon, upon request by NOMECO, shall execute any necessary document or instruments in proper recordable form to evidence the termination of the reserve dedication provided for herein.
5. It is the intent of the Parties that the dedication of reserves provided for in this Letter Agreement shall inure to the properties described on Exhibit A and, as such, shall bind all subsequent successors of any interest transferred by NOMECO in the real property described on Exhibit A. Accordingly, on or before 90 days following the date NOMECO signs this letter agreement, NOMECO agrees to execute any instrument(s),

as may be required and prepared by MichCon at MichCon's sole expense in proper recordable form, that will place any such subsequent transferees on notice that such obligation exist. MichCon agrees to provide NOMECO with a copy of such recorded document within 90 days from the date of recording.

6. This letter agreement and the AGS Agreement constitutes the entire agreement between MichCon and NOMECO concerning the subject matter hereof. Any prior understandings, representations, promises, undertakings, agreement or inducements, whether written or oral, concerning the subject matter hereof not contained herein shall have no force and effect. This letter agreement may be modified or amended only by a writing duly executed by both parties.
7. This letter agreement is specifically conditional upon the issuance, by April 15, 1995, of a final order in MPSC Case No. U-10547 granting MichCon a certificate of public convenience and necessity ("Certificate") allowing MichCon to provide the Antrim Service, and an In-Service date of January 1, 1996 for the pipeline authorized by the Certificate. If both of conditions are not met, this letter agreement and the AGS Agreement shall be null and void.
8. This Agreement cancels and supersedes any prior agreement which dedicates or could be construed to dedicate reserves to be transported by MichCon as part of its Antrim Service. Any inconsistency between this letter agreement and AGS Agreement is resolved in favor of this letter agreement.

If this correctly sets forth our agreement, please indicate your agreement and acceptance on the bottom of this letter and return it to me.

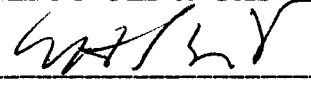
Sincerely,



Agreed to and accepted this

1st day of November, 1994.

NOMECO OIL & GAS CO.

By:  

W.H. Stephens III

Its: Senior Vice President and

General Counsel

EXHIBIT "A"

Dedication of Antrim Reserves

1. Otsego County

<u>T29N-R4W</u>	<u>Antrim Project Name</u>	<u>Meter #</u>
Sec 22 & 27	ASE #1	44671
<u>T30N-R3W</u>		
Sec 17, 19, 20	Bagley 17	48102
<u>T29N-R3W</u>		
Sec 14, 15, 16, 21, 22, 23	NMAG #1, NMAG #2, NMAG #3	53409, 53410, 53411
<u>T29N-R2W</u>		
Sec 3, 4	ASE 3B Wolfe	56663
<u>T30N-R2W</u>		
Sec 1, 12, 13	Fox (A/K/A Chester 12)	48109
<u>T30N-R2W</u>		
Sec 4	Winter (A/K/A Dover 33)	44731
<u>T30N-R2W</u>		
Sec 25, 26, 27, 28 32, 33, 34, 36	ASE #3A, ASE #2, ASE #3B	53085, 53086, 56661 56663
<u>T30N-R1W</u>		
Sec 14, 15, 16, 21, 22, 27, 28, 33, 34, 35	Charlton 27	48107

2. Montmorency County

<u>T30N-R1E</u>		
Sec 1, 2, 3, 8, 9, 10, 11, 12, 16, 17, 19, 20, 21, 27, 29, 30, 31, 34, 35	Briley 6, Vienna 2, Vienna 16, Vienna 20, Vienna 31, Vienna 34	53577, 53575, 53576, 44733, 44786

T29N-R1E

Sec 3, 5, 6,
8, 9, 16, 17

Vienna 34, Vienna 31
Albert 16

44787, 44785
47851, 47861

T29N-R2E

Sec 2, 3, 4, 8,
9, 10, 11, 14,
15, 16, 17

East Albert 2, East Albert 16

44763

T30N-R2E

Sec 3, 4, 5, 6, 7,
8, 9, 10, 15, 16,
17, 18, 20, 21

Briley 9, Briley 7
Briley 6, Briley 16

53578
53577

T30N-R3E

Sec 3, 4, 7, 8, 9,
10, 11, 15, 16, 17,
18, 19, 20, 21, 22, 23

Avery 15, Avery 16
Avery 18

53579

EXHIBIT "A"

Dedication of Antrim Reserves

1. Otsego County

<u>T29N-R4W</u>	<u>Antrim Project Name</u>	<u>Meter #</u>
Sec 22 & 27	ASE #1	44671
<u>T30N-R3W</u>		
Sec 17, 19, 20	Bagley 17	48102
<u>T29N-R3W</u>		
Sec 14, 15, 16, 21, 22, 23	NMAG #1, NMAG #2, NMAG #3	53409, 53410, 53411
<u>T29N-R2W</u>		
Sec 3, 4	ASE 3B Wolfe	56663
<u>T30N-R2W</u>		
Sec 1, 12, 13	Fox (A/K/A Chester 12)	48109
<u>T30N-R2W</u>		
Sec 4	Winter (A/K/A Dover 33)	44731
<u>T30N-R2W</u>		
Sec 25, 26, 27, 28 32, 33, 34, 36	ASE #3A, ASE #2, ASE #3B	53085, 53086, 56661 56663
<u>T30N-R1W</u>		
Sec 14, 15, 16, 21, 22, 27, 28, 33, 34, 35	Charlton 27	48107

2. Montmorency County

<u>T30N-R1E</u>		
Sec 1, 2, 3, 8, 9, 10, 11, 12, 16, 17, 19, 20, 21, 27, 29, 30, 31, 34, 35	Briley 6, Vienna 2, Vienna 16 Vienna 20, Vienna 31, Vienna 34	53577, 53575, 53576, 44733, 44786

T29N-R1E

Sec 3, 5, 6,
8, 9, 16, 17

Vienna 34, Vienna 31
Albert 16

44787, 44785
47851, 47861

T29N-R2E

Sec 2, 3, 4, 8,
9, 10, 11, 14,
15, 16, 17

East Albert 2, East Albert 16

44763

T30N-R2E

Sec 3, 4, 5, 6, 7,
8, 9, 10, 15, 16,
17, 18, 20, 21

Briley 9, Briley 7
Briley 6, Briley 16

53578
53577

T30N-R3E

Sec 3, 4, 7, 8, 9,
10, 11, 15, 16, 17,
18, 19, 20, 21, 22, 23

Avery 15, Avery 16
Avery 18

53579

AFFIDAVIT

Carl J. Croskey, being duly sworn, deposes and says:

1. NOMEKO OIL & GAS CO. ("Producer") owns or controls the Antrim gas reserves within the lands described on Exhibit A, located in Montmorency County, Michigan.
2. That Carl J. Croskey is president of MICHCON GATHERING COMPANY ("MichCon Gathering") which owns and operates the Antrim Expansion Project a gathering system in Alcona, Alpena, Antrim, Crawford, Montmorency, Oscoda Otsego and Kalkaska counties, Michigan used for the transportation of Antrim gas (the "AEP").
3. That producers and shippers of Antrim gas were invited to enter into transportation and CO₂ treating agreements on the AEP and to dedicate Antrim gas reserves to the project.
4. That Producer and Michigan Consolidated Gas Company entered into a Dedication of Antrim Reserves Agreement ("Dedication Agreement") dated November 1, 1994, pursuant to which Producer dedicated those Antrim natural gas reserves, owned or controlled by it, within the lands described on Exhibit A hereto, to transportation and treating services provided by MichCon Gathering on the AEP. The Dedication Agreement was assigned from Michigan Consolidated Gas Company to MichCon Gathering effective November 1, 1995.

STATE OF MICHIGAN
MONTMORENCY COUNTY
Recorded & Filed

07-25-1996 13:28:15

A. PANGAN-MCELROY
REGISTER OF DEEDS

R

as

EXHIBIT "A"

Dedication of Antrim Reserves

1. Otsego County

<u>T29N-R4W</u>	<u>Antrim Project Name</u>	<u>Meter #</u>
Sec 22 & 27	ASE #1	44671
 <u>T30N-R3W</u>		
Sec 17, 19, 20	Bagley 17	48102
 <u>T29N-R3W</u>		
Sec 14, 15, 16, 21, 22, 23	NMAG #1, NMAG #2, NMAG #3	53409, 53410, 53411
 <u>T29N-R2W</u>		
Sec 3, 4	ASE 3B Wolfe	56663
 <u>T30N-R2W</u>		
Sec 1, 12, 13	Fox (A/K/A Chester 12)	48109
 <u>T30N-R2W</u>		
Sec 4	Winter (A/K/A Dover 33)	44731
 <u>T30N-R2W</u>		
Sec 25, 26, 27, 28 32, 33, 34, 36	ASE #3A, ASE #2, ASE #3B	53085, 53086, 56661 56663
 <u>T30N-R1W</u>		
Sec 14, 15, 16, 21, 22, 27, 28, 33, 34, 35	Charlton 27	48107

2. Montmorency County

<u>T30N-R1E</u>		
Sec 1, 2, 3, 8, 9, 10, 11, 12, 16, 17, 19, 20, 21, 27, 29, 30, 31, 34, 35	Briley 6, Vienna 2, Vienna 16 Vienna 20, Vienna 31, Vienna 34	53577, 53575, 53576, 44733, 44786

T29N-R1E

Sec 3, 5, 6,
8, 9, 16, 17

Vienna 34, Vienna 31
Albert 16

Liber 00381 Page 0475
44787, 44785
47851, 47861

T29N-R2E

Sec 2, 3, 4, 8,
9, 10, 11, 14,
15, 16, 17

East Albert 2, East Albert 16

44763

T30N-R2E

Sec 3, 4, 5, 6, 7,
8, 9, 10, 15, 16,
17, 18, 20, 21

Briley 9, Briley 7
Briley 6, Briley 16

53578
53577

T30N-R3E

Sec 3, 4, 7, 8, 9,
10, 11, 15, 16, 17,
18, 19, 20, 21, 22, 23

Avery 15, Avery 16
Avery 18

53579

AFFIDAVIT

OTSEGO COUNTY
MICHIGAN
RECEIVED FOR RECORD
96 JUL 25 AM 11:46
EVELYN H. PRATT
CLERK / REGISTER OF DEEDS

Carl J. Croskey, being duly sworn, deposes and says:

1. NOMEKO OIL & GAS CO. ("Producer") owns or controls the Antrim gas reserves within the lands described on Exhibit A, located in Otsego County, Michigan.
2. That Carl J. Croskey is president of MICHCON GATHERING COMPANY ("MichCon Gathering") which owns and operates the Antrim Expansion Project a gathering system in Alcona, Alpena, Antrim, Crawford, Montmorency, Oscoda Otsego and Kalkaska counties, Michigan used for the transportation of Antrim gas (the "AEP").
3. That producers and shippers of Antrim gas were invited to enter into transportation and CO₂ treating agreements on the AEP and to dedicate Antrim gas reserves to the project.
4. That Producer and Michigan Consolidated Gas Company entered into a Dedication of Antrim Reserves Agreement ("Dedication Agreement") dated November 1, 1994, pursuant to which Producer dedicated those Antrim natural gas reserves, owned or controlled by it, within the lands described on Exhibit A hereto, to transportation and treating services provided by MichCon Gathering on the AEP. The Dedication Agreement was assigned from Michigan Consolidated Gas Company to MichCon Gathering effective November 1, 1995.

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031-027
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036

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023

EXHIBIT "A"**Dedication of Antrim Reserves**1. Otsego County

<u>T29N-R4W</u> Sec 22 & 27	<u>Antrim Project Name</u> ASE #1	<u>Meter #</u> 44671
<u>T30N-R3W</u> Sec 17, 19, 20	Bagley 17	48102
<u>T29N-R3W</u> Sec 14, 15, 16, 21, 22, 23	NMAG #1, NMAG #2, NMAG #3	53409, 53410, 53411
<u>T29N-R2W</u> Sec 3, 4	ASE 3B Wolfe	56663
<u>T30N-R2W</u> Sec 1, 12, 13	Fox (A/K/A Chester 12)	48109
<u>T30N-R2W</u> Sec 4	Winter (A/K/A Dover 33)	44731
<u>T30N-R2W</u> Sec 25, 26, 27, 28 32, 33, 34, 36	ASE #3A, ASE #2, ASE #3B	53085, 53086, 56661 56663
<u>T30N-R1W</u> Sec 14, 15, 16, 21, 22, 27, 28, 33, 34, 35	Charlton 27	48107

2. Montmorency County

<u>T30N-R1E</u> Sec 1, 2, 3, 8, 9, 10, 11, 12, 16, 17, 19, 20, 21, 27, 29, 30, 31, 34, 35	Briley 6, Vienna 2, Vienna 16 Vienna 20, Vienna 31, Vienna 34	53577, 53575, 53576, 44733, 44786
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T29N-R1ESec 3, 5, 6,
8, 9, 16, 17Vienna 34, Vienna 31
Albert 1644787, 44785
47851, 47861T29N-R2ESec 2, 3, 4, 8,
9, 10, 11, 14,
15, 16, 17

East Albert 2, East Albert 16

44763

T30N-R2ESec 3, 4, 5, 6, 7,
8, 9, 10, 15, 16,
17, 18, 20, 21Briley 9, Briley 7
Briley 6, Briley 1653578
53577T30N-R3ESec 3, 4, 7, 8, 9,
10, 11, 15, 16, 17,
18, 19, 20, 21, 22, 23Avery 15, Avery 16
Avery 18

53579

MPSC Case No. U-14754

Exhibit DOM-103

DEDICATION OF ANTRIM RESERVES

This letter agreement between Michigan Consolidated Gas Company ("MichCon"), and MUSKEGON DEVELOPMENT COMPANY ("MUSKEGON")(collectively, the "Parties") confirms our agreement concerning the dedication of certain natural gas reserves for transportation or transportation and treating on the Antrim Header System ("Antrim Service"). The Parties agree as follows:

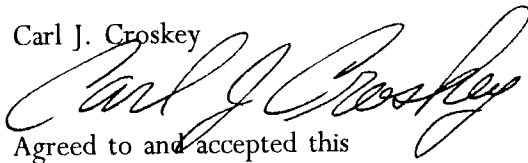
1. MUSKEGON hereby dedicates to the transportation and treating services provided by MichCon on the Antrim Header System all of the natural gas produced from the Antrim Shale formation which it owns or controls and is produced from the unitized acreage set forth on Exhibit A ("Dedicated Reserves"). MUSKEGON represents that it either owns valid oil and gas leases or has the legal right, to the extent of its ownership, to dedicate the real property described on Exhibit A.
2. If MUSKEGON or MUSKEGON's shipper requests Antrim Service for gas produced from the acreage dedicated under this Agreement, and (1) if Antrim Service is not provided within 90 days of the request for the reason that MichCon's Antrim Header System has insufficient pipeline or CO₂ treating capacity for reasons other than force majeure or initial construction, or (2) if MichCon provides notice of insufficient capacity within 90 days of the request, then MichCon will release from dedication to the Antrim Gas Service Agreement dated June 30, 1995 between the Parties ("AGS Agreement") such production in excess of available capacity at the end of the 90 day period. MichCon shall provide such notice as soon as is reasonably possible when it has reasons to believe that there will be insufficient capacity.
3. If during the term of this dedication, MichCon claims force majeure under the terms of the AGS Agreement, the dedication of reserves hereunder shall be suspended for the period of such force majeure event.
4. This dedication shall become effective upon the In Service Date provided for in the AGS Agreement and remain in effect for as long as the AGS Agreement is in full force and effect. Upon termination of the AGS Agreement, this letter agreement shall also terminate. MichCon, upon request by MUSKEGON, shall execute any necessary document or instruments in proper recordable form to evidence the termination of the reserve dedication provided for herein.
5. It is the intent of the Parties that the dedication of reserves provided for in the Letter Agreement shall inure to the properties described on Exhibit A and, as such, shall bind all subsequent successors of any interest transferred by MUSKEGON in the real property described on Exhibit A. Accordingly, on or before 90 days following the date MUSKEGON signs this letter agreement, MUSKEGON agrees to execute any instrument(s), as may be required and prepared by MichCon at MichCon's sole expense in proper recordable form, that will place any such subsequent transferees on notice that such obligation exist. MichCon agrees to provide MUSKEGON with a copy of such recorded document within 90 days from the day of recording.

6. This letter agreement and the AGS Agreement constitutes the entire agreement between MichCon and MUSKEGON concerning the subject matter hereof. Any prior understandings, representations, promises, undertakings, agreement or inducements, whether written or oral, concerning the subject matter hereof not contained herein shall have no force and effect. This letter agreement may be modified or amended only by a writing duly executed by both parties.
7. This letter agreement is specifically conditional upon the issuance, by April 15, 1995 of a final order in MPSC Case No. U-10547 granting MichCon a certificate of public convenience and necessity ("Certificate") allowing MichCon to provide the Antrim Service, and an In-Service date of January 1, 1996 for the pipeline authorized by the Certificate. If both of these conditions are not met, this letter agreement and the AGS Agreement shall be null and void.
8. This Agreement cancels and supersedes any prior agreement which dedicates or could be construed to dedicate reserves to be transported by MichCon as part of its Antrim Service. Any inconsistency between this letter agreement and AGS Agreement is resolved in favor of this letter agreement.

If this correctly sets forth our agreement, please indicate your agreement and acceptance on the bottom of this letter and return it to me.

Sincerely,

Carl J. Croskey

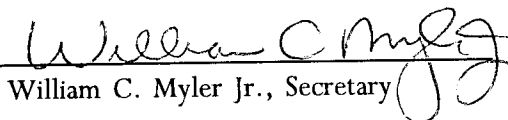


Agreed to and accepted this

30th day of June, 1995.

MUSKEGON DEVELOPMENT COMPANY

By:



William C. Myler Jr., Secretary

EXHIBIT A

DESCRIPTION OF DEDICATED RESERVES

Producer hereby dedicates all Antrim Reserves it owns or controls located within the counties of Alcona, Alpena, Antrim, Crawford, Montmorency, Oscoda, Otsego and Kalkaska, Michigan. The preceding dedication is subject to the following exceptions:

Undedicated Reserves:

	<u>County</u>	<u>Township</u>	<u>Section</u>
1.			
2.			
3.			
4.			
5.			
6.			
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8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			

AFFIDAVIT

Carl J. Croskey, being duly sworn, deposes and says:

1. MUSKEGON DEVELOPMENT COMPANY ("Producer") owns or controls the Antrim gas reserves within the lands described on Exhibit A, located in Montmorency County, Michigan.
2. That Carl J. Croskey is president of MICHCON GATHERING COMPANY ("MichCon Gathering") which owns and operates the Antrim Expansion Project a gathering system in Alcona, Alpena, Antrim, Crawford, Montmorency, Oscoda Otsego and Kalkaska counties, Michigan used for the transportation of Antrim gas (the "AEP").
3. That producers and shippers of Antrim gas were invited to enter into transportation and CO₂ treating agreements on the AEP and to dedicate Antrim gas reserves to the project.
4. That Producer and Michigan Consolidated Gas Company entered into a Dedication of Antrim Reserves Agreement ("Dedication Agreement") dated June 30, 1995, pursuant to which Producer dedicated those Antrim natural gas reserves, owned or controlled by it, within the lands described on Exhibit A hereto, to transportation and treating services provided by MichCon Gathering on the AEP. The Dedication Agreement was assigned from Michigan Consolidated Gas Company to MichCon Gathering effective November 1, 1995.

STATE OF MICHIGAN
MONTMORENCY COUNTY
Recorded & Filed

07-25-1996 13:28:33

A. PANGAN-MCELROY
REGISTER OF DEEDS

5. That the intent of the Dedication Agreement was that the dedication of Antrim gas reserves identified on Exhibit A was a grant of an interest in real property and, as such, the dedication of those reserves extends to and is binding upon the successors and assigns of Producer .


Carl J. Croskey
President

On this 16th day of July, 1996, before me personally appeared Carl J. Croskey who, being first duly sworn, said that he is the President of MichCon Gathering Company, a Michigan corporation, and that he was duly authorized to and did execute the foregoing Affidavit on behalf of MichCon Gathering Company.

Tom Dahlman
Michigan Consolidated Gas Company
500 Griswold, 24th Floor
Detroit, Michigan 48226

EXHIBIT A
Muskegon Development Company
Dedication of Antrim Reserves to MichCon Gathering Company

<u>County Name</u>	<u>Township Name</u>	<u>I</u>	<u>R</u>	<u>Section</u>	<u>Antrim Project Name</u>	<u>Meter #</u>
Otsego	Otsego Lake	29N	3W	6, 7	Otsego Lake	44714
		30N	3W	31		
		30N	4W	36		
Otsego	Charlton	30N	1W	17, 18, 19, 20 21 & 16	Little Crapo Lake	44295
Otsego	Chester	30N	2W	13, 14	Gingell Lake	44296
Otsego	Chester	29N	2W	18, 19, 30,	Lower Chub Lake	44297
		29N	3W	25		
Otsego	Dover	31N	2W	19, 20, 30	Dover	44299
		31N	3W	24, 25		
Otsego	Hayes	29N	4W	15	Horicon 15	44298
Otsego	Charlton	29N	1W	28, 29, 31, 32, 33	No Lake	
		29N	2W	36		
Otsego	Charlton	29N	1W	12, 13, 14, 15, 23	Caulkins Lake	
Otsego	Otsego Lake	29N	3W	21, 28, 33	Heart Lake	44305
Otsego	Otsego Lake	29N	3W	26, 27, 34, 35	East Heart Lake	44304
Otsego	Chester	29N	2W	2, 3, 4, 8, 9	Bass Lake	44307
		30N	2W	35		
Otsego	Charlton	30N	1W	23, 24, 25	Traverse Lakes	44308
Otsego	Chester	29N	2W	17, 18, 20	Opal Lake	44310
Otsego	Otsego Lake	29N	3W	23, 24, 25	Viking Lake	
Otsego	Charlton	29N	1W	22, 26, 27, 34, 35	Round Lake	
Montmorency	Albert	29N	1E	3, 4, 5, 7, 8, 9	South Hidden Lake	44748

**Exhibit A(cont)
Muskegon Develop[ment Company**

<u>County Name</u>	<u>Township Name</u>	<u>I</u>	<u>R</u>	<u>Section</u>	<u>Antrim Project Name</u>	<u>Meter #</u>
Montmorency	Vienna	30N	1E	28, 29, 32, 33	North Hidden Lake	44748
Montmorency	Albert	29N	2E	15, 21, 22, 27, 28	Mitchell Lake	44750
Otsego	Chester	29N	2W	7, 8, 5	Emerald Lake	
Otsego	Charlton	31N	2W	16, 17, 20, 21	Pigeon River	44313
Otsego	Charlton	29N	1W	24, 25, 26, 35, 36	Perch Lake	
Crawford	Lovells	28N	1W	3, 4, 5, 6, 7, 8	Shupac Lake	
Otsego	Livingston	31N 31N	3W 2W	12, 13, 24, 25, 7, 18	Sturgeon River	44315
Oscoda	Clinton	28N	3E	23, 24, 25, 26, 27, 28, 35, 36	Woddbury Lake 1	
Oscoda	Comins	27N 27N	3E 4E	1, 2, 11, 12 4, 5, 6, 7	Woodbury Lake 11	
Montmorency	Albert	29N	2E	17, 18, 19, 20 29, 30	Unknown	

OTSEGO COUNTY
MICHIGAN
RECEIVED FOR RECORD

96 JUL 25 AM 11:46

EVELYN H. PRATT
CLERK / REGISTER OF DEEDS**AFFIDAVIT**

Carl J. Croskey, being duly sworn, deposes and says:

1. MUSKEGON DEVELOPMENT COMPANY ("Producer") owns or controls the Antrim gas reserves within the lands described on Exhibit A, located in Otsego County, Michigan.
2. That Carl J. Croskey is president of MICHCON GATHERING COMPANY ("MichCon Gathering") which owns and operates the Antrim Expansion Project a gathering system in Alcona, Alpena, Antrim, Crawford, Montmorency, Oscoda Otsego and Kalkaska counties, Michigan used for the transportation of Antrim gas (the "AEP").
3. That producers and shippers of Antrim gas were invited to enter into transportation and CO₂ treating agreements on the AEP and to dedicate Antrim gas reserves to the project.
4. That Producer and Michigan Consolidated Gas Company entered into a Dedication of Antrim Reserves Agreement ("Dedication Agreement") dated June 30, 1995, pursuant to which Producer dedicated those Antrim natural gas reserves, owned or controlled by it, within the lands described on Exhibit A hereto, to transportation and treating services provided by MichCon Gathering on the AEP. The Dedication Agreement was assigned from Michigan Consolidated Gas Company to MichCon Gathering effective November 1, 1995.

BSE

WITNESS EDWARD R. ROWLING
WITNESS LORI LEBLANC


Carl J. Croskey
President

STATE OF MICHIGAN)
COUNTY OF WAYNE)ss

On this 16th day of July, 1996, before me personally appeared Carl J. Croskey who, being first duly sworn, said that he is the President of MichCon Gathering Company, a Michigan corporation, and that he was duly authorized to and did execute the foregoing Affidavit on behalf of MichCon Gathering Company.

Thomas M. Delmore
Notary Public Thomas M. Delmore
Macomb County, Michigan
Acting in Wayne County
My Commission Expires: 10-25-99

This instrument was prepared by:

Julie A. Cohen
MichCon Gathering Company
 500 Griswold Street, GB-9
 Detroit, MI 48226-3700

Refers to:

Tom Dahlman
Michigan Consolidated Gas Company
500 Griswold, 24th Floor
Detroit, Michigan 48226

EXHIBIT A
Muskegon Development Company
Dedication of Antrim Reserves to MichCon Gathering Company

<u>County Name</u>	<u>Township Name</u>	<u>T</u>	<u>R</u>	<u>Section</u>	<u>Antrim Project Name</u>	<u>Meter #</u>
Otsego	Otsego Lake	29N	3W	6, 7	Otsego Lake	44714
		30N	3W	31		
		30N	4W	36		
Otsego	Charlton	30N	1W	17, 18, 19, 20 21 & 16	Little Crapo Lake	44295
Otsego	Chester	30N	2W	13, 14	Gingell Lake	44296
Otsego	Chester	29N	2W	18, 19, 30,	Lower Chub Lake	44297
		29N	3W	25		
Otsego	Dover	31N	2W	19, 20, 30	Dover	44299
		31N	3W	24, 25		
Otsego	Hayes	29N	4W	15	Horicon 15	44298
Otsego	Charlton	29N	1W	28, 29, 31, 32, 33	No Lake	
		29N	2W	36		
Otsego	Charlton	29N	1W	12, 13, 14, 15, 23	Caulkins Lake	
Otsego	Otsego Lake	29N	3W	21, 28, 33	Heart Lake	44305
Otsego	Otsego Lake	29N	3W	26, 27, 34, 35	East Heart Lake	44304
Otsego	Chester	29N	2W	2, 3, 4, 8, 9	Bass Lake	44307
		30N	2W	35		
Otsego	Charlton	30N	1W	23, 24, 25	Traverse Lakes	44308
Otsego	Chester	29N	2W	17, 18, 20	Opal Lake	44310
Otsego	Otsego Lake	29N	3W	23, 24, 25	Viking Lake	
Otsego	Charlton	29N	1W	22, 26, 27, 34, 35	Round Lake	
Montmorency	Albert	29N	1E	3, 4, 5, 7, 8, 9	South Hidden Lake	44748

Exhibit A(cont)
Muskegon Develop[ment Company

<u>County Name</u>	<u>Township Name</u>	<u>T</u>	<u>R</u>	<u>Section</u>	<u>Antrim Project Name</u>	<u>Meter #</u>
Montmorency	Vienna	30N	1E	28, 29, 32, 33	North Hidden Lake	44748
Montmorency	Albert	29N	2E	15, 21, 22, 27, 28	Mitchell Lake	44750
Otsego	Chester	29N	2W	7, 8, 5	Emerald Lake	
Otsego	Charlton	31N	2W	16, 17, 20, 21	Pigeon River	44313
Otsego	Charlton	29N	1W	24, 25, 26, 35, 36	Perch Lake	
Crawford	Lovells	28N	1W	3, 4, 5, 6, 7, 8	Shupac Lake	
Otsego	Livingston	31N 31N	3W 2W	12, 13, 24, 25, 7, 18	Sturgeon River	44315
Oscoda	Clinton	28N	3E	23, 24, 25, 26, 27, 28, 35, 36	Woodbury Lake 1	
Oscoda	Comins	27N 27N	3E 4E	1, 2, 11, 12 4, 5, 6, 7	Woodbury Lake 11	
Montmorency	Albert	29N	2E	17, 18, 19, 20 29, 30	Unknown	

2/1/96

AFFIDAVIT

STATE OF MICHIGAN
CRAWFORD COUNTY
RECORDED

23 JUL 96 1:39 P.M.

Carl J. Croskey, being duly sworn, deposes and says:

1. MUSKEGON DEVELOPMENT COMPANY ("Producer") owns or controls the Antrim gas reserves within the lands described on Exhibit A, located in Crawford County, Michigan.
2. That Carl J. Croskey is president of MICHCON GATHERING COMPANY ("MichCon Gathering") which owns and operates the Antrim Expansion Project a gathering system in Alcona, Alpena, Antrim, Crawford, Montmorency, Oscoda Otsego and Kalkaska counties, Michigan used for the transportation of Antrim gas (the "AEP").
3. That producers and shippers of Antrim gas were invited to enter into transportation and CO₂ treating agreements on the AEP and to dedicate Antrim gas reserves to the project.
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Edward J. Rowling
 WITNESS EDWARD J. ROWLING
Lori LeBlanc
 WITNESS LORI LEBLANC


Carl J. Croskey
President

On this 16th day of Feb, 1996, before me personally appeared Carl J. Croskey who, being first duly sworn, said that he is the President of MichCon Gathering Company, a Michigan corporation, and that he was duly authorized to and did execute the foregoing Affidavit on behalf of MichCon Gathering Company.

Thomas M. DeHaven
Notary Public Thomas M. DeHaven
Macomb County, Michigan
Acting in Wayne County
My Commission Expires: 10-25-99

Return to:

\\...\\contract\\gas\\muskegon.afd

EXHIBIT A
Muskegon Development Company
Dedication of Antrim Reserves to MichCon Gathering Company

<u>County Name</u>	<u>Township Name</u>	<u>T</u>	<u>R</u>	<u>Section</u>	<u>Antrim Project Name</u>	<u>Meter #</u>
Otsego	Otsego Lake	29N	3W	6, 7	Otsego Lake	44714
		30N	3W	31		
		30N	4W	36		
Otsego	Charlton	30N	1W	17, 18, 19, 20 21 & 16	Little Crapo Lake	44295
Otsego	Chester	30N	2W	13, 14	Gingell Lake	44296
Otsego	Chester	29N	2W	18, 19, 30,	Lower Chub Lake	44297
		29N	3W	25		
Otsego	Dover	31N	2W	19, 20, 30	Dover	44299
		31N	3W	24, 25		
Otsego	Hayes	29N	4W	15	Horicon 15	44298
Otsego	Charlton	29N	1W	28, 29, 31, 32, 33	No Lake	
		29N	2W	36		
Otsego	Charlton	29N	1W	12, 13, 14, 15, 23	Caulkins Lake	
Otsego	Otsego Lake	29N	3W	21, 28, 33	Heart Lake	44305
Otsego	Otsego Lake	29N	3W	26, 27, 34, 35	East Heart Lake	44304
Otsego	Chester	29N	2W	2, 3, 4, 8, 9	Bass Lake	44307
		30N	2W	35		
Otsego	Charlton	30N	1W	23, 24, 25	Traverse Lakes	44308
Otsego	Chester	29N	2W	17, 18, 20	Opal Lake	44310
Otsego	Otsego Lake	29N	3W	23, 24, 25	Viking Lake	
Otsego	Charlton	29N	1W	22, 26, 27, 34, 35	Round Lake	
Montmorency	Albert	29N	1E	3, 4, 5, 7, 8, 9	South Hidden Lake	44748

Exhibit A(cont)
Muskegon Develop[ment Company

<u>County Name</u>	<u>Township Name</u>	<u>T</u>	<u>R</u>	<u>Section</u>	<u>Antrim Project Name</u>	<u>Meter #</u>
Montmorency	Vienna	30N	1E	28, 29, 32, 33	North Hidden Lake	44748
Montmorency	Albert	29N	2E	15, 21, 22, 27, 28	Mitchell Lake	44750
Otsego	Chester	29N	2W	7, 8, 5	Emerald Lake	
Otsego	Charlton	31N	2W	16, 17, 20, 21	Pigeon River	44313
Otsego	Charlton	29N	1W	24, 25, 26, 35, 36	Perch Lake	
<u>Crawford</u>	Lovells	28N	1W	3, 4, 5, 6, 7, 8	Shupac Lake	
Otsego	Livingston	31N 31N	3W 2W	12, 13, 24, 25, 7, 18	Sturgeon River	44315
Oscoda	Clinton	28N	3E	23, 24, 25, 26, 27, 28, 35, 36	Woddbury Lake 1	
Oscoda	Comins	27N 27N	3E 4E	1, 2, 11, 12 4, 5, 6, 7	Woodbury Lake 11	
Montmorency	Albert	29N	2E	17, 18, 19, 20 29, 30	Unknown	

AFFIDAVIT

LIBER 196 PAGE 4308

Carl J. Croskey, being duly sworn, deposes and says:

1. MUSKEGON DEVELOPMENT COMPANY ("Producer") owns or controls the Antrim gas reserves within the lands described on Exhibit A, located in Oscoda County, Michigan.
2. That Carl J. Croskey is president of MICHCON GATHERING COMPANY ("MichCon Gathering") which owns and operates the Antrim Expansion Project a gathering system in Alcona, Alpena, Antrim, Crawford, Montmorency, Oscoda Otsego and Kalkaska counties, Michigan used for the transportation of Antrim gas (the "AEP").
3. That producers and shippers of Antrim gas were invited to enter into transportation and CO₂ treating agreements on the AEP and to dedicate Antrim gas reserves to the project.
4. That Producer and Michigan Consolidated Gas Company entered into a Dedication of Antrim Reserves Agreement ("Dedication Agreement") dated June 30, 1995, pursuant to which Producer dedicated those Antrim natural gas reserves, owned or controlled by it, within the lands described on Exhibit A hereto, to transportation and treating services provided by MichCon Gathering on the AEP. The Dedication Agreement was assigned from Michigan Consolidated Gas Company to MichCon Gathering effective November 1, 1995.

STATE OF MICHIGAN
OSCODA COUNTY
RECORDED

23 JUL 96 12:49 P.M.

PATSY J. PETERS
REGISTER OF DEEDS

5. That the intent of the Dedication Agreement was that the dedication of Antrim gas reserves identified on Exhibit A was a grant of an interest in real property and, as such, the dedication of those reserves extends to and is binding upon the successors and assigns of Producer .

Edward Rowling
 WITNESS *Edward Rowling*
Lori LeBlanc
 WITNESS *Lori LeBlanc*

MICHCON GATHERING COMPANY

Carl J. Croskey
 Carl J. Croskey
 President

STATE OF MICHIGAN)
)ss
 COUNTY OF WAYNE)

On this 16th day of July, 1996, before me personally appeared Carl J. Croskey who, being first duly sworn, said that he is the President of MichCon Gathering Company, a Michigan corporation, and that he was duly authorized to and did execute the foregoing Affidavit on behalf of MichCon Gathering Company.

Thomas M. Dahlman
 Notary Public *Thomas M. Dahlman*
Macomb County, Michigan
Acting in Wayne County
 My Commission Expires: 10-25-99

This instrument was prepared by:

Julie A. Cohen
 MichCon Gathering Company
 500 Griswold Street, GB-9
 Detroit, MI 48226-3700

Return to:

Tom Dahlman
 Michigan Consolidated Gas Company
 500 Griswold, 24th Floor
 Detroit, Michigan 48226

EXHIBIT A
Muskegon Development Company
Dedication of Antrim Reserves to MichCon Gathering Company

<u>County Name</u>	<u>Township Name</u>	<u>I</u>	<u>R</u>	<u>Section</u>	<u>Antrim Project Name</u>	<u>Meter #</u>
Otsego	Otsego Lake	29N	3W	6, 7	Otsego Lake	44714
		30N	3W	31		
		30N	4W	36		
Otsego	Charlton	30N	1W	17, 18, 19, 20 21 & 16	Little Crapo Lake	44295
Otsego	Chester	30N	2W	13, 14	Gingell Lake	44296
Otsego	Chester	29N	2W	18, 19, 30,	Lower Chub Lake	44297
		29N	3W	25		
Otsego	Dover	31N	2W	19, 20, 30	Dover	44299
		31N	3W	24, 25		
Otsego	Hayes	29N	4W	15	Horicon 15	44298
Otsego	Charlton	29N	1W	28, 29, 31, 32, 33	No Lake	
		29N	2W	36		
Otsego	Charlton	29N	1W	12, 13, 14, 15, 23	Caulkins Lake	
Otsego	Otsego Lake	29N	3W	21, 28, 33	Heart Lake	44305
Otsego	Otsego Lake	29N	3W	26, 27, 34, 35	East Heart Lake	44304
Otsego	Chester	29N	2W	2, 3, 4, 8, 9	Bass Lake	44307
		30N	2W	35		
Otsego	Charlton	30N	1W	23, 24, 25	Traverse Lakes	44308
Otsego	Chester	29N	2W	17, 18, 20	Opal Lake	44310
Otsego	Otsego Lake	29N	3W	23, 24, 25	Viking Lake	
Otsego	Charlton	29N	1W	22, 26, 27, 34, 35	Round Lake	
Montmorency	Albert	29N	1E	3, 4, 5, 7, 8, 9	South Hidden Lake	44748

Exhibit A(cont)
Muskegon Develop[ment Company

<u>County Name</u>	<u>Township Name</u>	<u>I</u>	<u>R</u>	<u>Section</u>	<u>Antrim Project Name</u>	<u>Meter #</u>
Montmorency	Vienna	30N	1E	28, 29, 32, 33	North Hidden Lake	44748
Montmorency	Albert	29N	2E	15, 21, 22, 27, 28	Mitchell Lake	44750
Otsego	Chester	29N	2W	7, 8, 5	Emerald Lake	
Otsego	Charlton	31N	2W	16, 17, 20, 21	Pigeon River	44313
Otsego	Charlton	29N	1W	24, 25, 26, 35, 36	Perch Lake	
Crawford	Lovells	28N	1W	3, 4, 5, 6, 7, 8	Shupac Lake	
Otsego	Livingston	31N 31N	3W 2W	12, 13, 24, 25, 7, 18	Sturgeon River	44315
Oscoda	Clinton	28N	3E	23, 24, 25, 26, 27, 28, 35, 36 ✓	Woddbury Lake 1	
Oscoda	Comins	27N 27N	3E 4E	1, 2, 11, 12 ✓ 4, 5, 6, 7 ✓	Woodbury Lake 11	
Montmorency	Albert	29N	2E	17, 18, 19, 20 29, 30	Unknown	

LIBER 196 PAGE 4311

MPSC Case No. U-14754

Exhibit DOM-104

DEDICATION OF ANTRIM RESERVES

This letter agreement ("Agreement") between Michigan Consolidated Gas Company ("MichCon"), and Shell Western E&P Inc. ("SWEPI") and Shell Onshore Ventures Inc. ("SOVI") (individually and/or collectively "Producer") (collectively with MichCon, the "Parties") confirms our agreement concerning the dedication of certain natural gas reserves for transportation or transportation and treating on the Antrim Header System ("Antrim Service"). The Parties agree as follows:

1. Producer hereby dedicates to the transportation and treating services provided by MichCon on the Antrim Header System all of the natural gas produced from the Antrim shale formation which it currently owns or controls and is produced from the unitized acreage set forth on Exhibit A ("Dedicated Reserves"). Producer represents that it either owns valid leases covering the interests in or under, or that it has the legal right to dedicate, the real property described on Exhibit A.
2. If Producer or Producer's shipper requests Antrim Service for gas produced from the acreage dedicated under this Agreement, and (1) if Antrim Service is not provided within 90 days of the request for the reason that MichCon's Antrim Header System has insufficient pipeline or CO₂ treating capacity for reasons other than force majeure or initial construction, or (2) if MichCon provides notice of insufficient capacity within 90 days of the request, then MichCon will release from dedication to this Agreement such production in excess of capacity at the earlier of its notice or the end of the 90 day period. MichCon shall provide such notice as soon as is reasonably possible when it has reasons to believe that there will be insufficient capacity.

3. It is the intent of the Parties that the dedication of reserves provided for in this Agreement is a transfer of an interest in the real property described on Exhibit A and, as such, shall bind all subsequent transferees of any interests in that real property. Accordingly, on or before 90 days following the date Producer signs this Agreement, Producer agrees to execute an instrument(s), as may be required and prepared by MichCon at MichCon's sole expense, in proper recordable form agreeable to Producer, that will place any such subsequent transferees on notice that they are bound by this Agreement and to record such instrument(s) in the appropriate governmental office. Producer agrees to provide MichCon with a copy of the recorded instrument promptly following recordation.
4. This Agreement constitutes the entire agreement between MichCon and Producer concerning the subject matter hereof. Any prior understandings, representations, promises, undertakings, agreement or inducements, whether written or oral, concerning the subject matter hereof not contained herein shall have no force and effect. This Agreement may be modified or amended only by a writing duly executed by both parties.
5. This Agreement is specifically conditional upon the issuance, by April 15, 1995, of a final order in MPSC Case No. U-10547 granting MichCon a certificate of public convenience and necessity ("Certificate") allowing MichCon to provide the Antrim Service, and an in-service date of January 1, 1996 for the pipeline authorized by the Certificate. If both of conditions are not met, this Agreement shall be null and void.
6. This Agreement cancels and supersedes any prior agreement which dedicates or could be construed to dedicate reserves to be transported by MichCon as part of its Antrim Service.
7. Producer retains the right to call for in-kind the CO₂ attributable to this dedicated acreage, at the tailgate of CO₂ treating plants operated under the applicable Michigan Consolidated Gas Company Antrim Service Agreement, with piping connection to the plant vent line to be at Producer's expense.
8. MichCon will make a good faith effort to preserve for Producer all of Producer's processing rights as to natural gas liquids which are specified in agreements to which both MichCon and Producer are

parties, and this Agreement does not supersede any existing agreements to which both MichCon and Producer are parties.

Please indicate your agreement and acceptance on the bottom of this letter and return it to me.

Sincerely,

Agreed to and accepted this

12th day of September

PRODUCER (SWEPI)

PRODUCER (SOVI)

By G S Ventol

By B. D. Griffin

Title ASSET MANAGER

Title Attorney-in-Fact

Exhibit A

Description of Dedicated Reserves

Producer hereby dedicates all Antrim Reserves it owns or controls located within the counties of Alcona, Alpena, Antrim, Crawford, Montmorency, Oscoda, Otsego and Kalkaska, Michigan. The preceding dedication is subject to the following exceptions:

Undedicated Reserves:

	<u>County</u>	<u>Township</u>	<u>Section</u>
1.	Montmorency	Loud	19, 20, 21, 28, 29, 30, 31, 32, 33
2.	Montmorency	Albert	23, 24, 25, 26, 35, 36
3.	Oscoda	West Clinton	1, 2, 3
4.	Oscoda	Greenwood	13, 14, 23, 24, 25, 26
5.	Oscoda	N. Elmer	15, 16, 17, 18, 19, 20, 21, 22, 23
6.	Oscoda	N. Elmer	24, 25, 26, 27, 28, 29, 30, 32
7.	Oscoda	N. Elmer	33, 34, 35, 36
8.	Oscoda	S. Elmer	4, 5
9.	Alcona	W. Hawes	1, 11, 12, 13, 14, 15, 22, 23, 24
10.	Alcona	W. Hawes	25, 26, 27, 28, 29, 30, 35
11.	Alcona	E. Hawes	7, 8, 9, 16, 17, 18, 19, 20, 21, 28, 29, 30, 31, 32, 33

MPSC Case No. U-14754

Exhibit DOM-105

**ASATT DEDICATION OF RESERVES
OSCODA COUNTY**

ANTRIM GAS SERVICE AGREEMENT

This Dedication Agreement made effective October 1, 1997, between MICHCON GATHERING COMPANY ("MichCon Gathering") and Shell Western E&P Inc. ("SWEPI") and Shell Onshore Ventures Inc. ("SOVI"), (individually and/or collectively "Producer"). Producer confirms the terms of its dedication of those projects identified on Attachment 1 to the gas transportation service and gas treating service provided by MichCon Gathering on its Antrim Expansion Project ("AEP").

The parties agree as follows:

1. Producer hereby dedicates to the gas transportation service and gas treating service provided by MichCon Gathering on the AEP pursuant to the Antrim Gas Service Agreement dated September 12, 1994, all of the natural gas produced from the Antrim shale formation which Producer owns or has the right to dispose of and is produced from the unitized acreage set forth on Attachment 1 ("Dedicated Reserves"). Producer represents that it either owns valid leases covering the interests in or under, or that it has the legal right to dedicate, the real property described on Attachment 1. MichCon Gathering has no obligation to provide firm transportation on the AEP for any Antrim Gas delivered or caused to be delivered by Producer that is not covered by this Dedication Agreement.
2. This Agreement constitutes the entire agreement between MichCon and Producer concerning the subject matter hereof. Any prior understandings, representations, promises, undertakings, agreement or inducements, whether written or oral, concerning the subject matter hereof not contained herein shall have no force and

effect. This Agreement may be modified or amended only by a writing duly executed by both parties.

3. This Agreement cancels and supersedes the parties' Dedication of Antrim Reserves Agreement dated September 12, 1994.
4. Producer retains the right to call for in-kind the CO₂ attributable to this dedicated acreage, and MichCon has the obligation to deliver same, at the tailgate of CO₂ treating plants operated under the applicable Michigan Consolidated Gas Company Antrim Service Agreement, with piping connection to the plant vent line to be at Producer's expense.

As between the parties, Producer will indemnify, defend and save MichCon Gathering and its affiliates harmless from all suits, actions, damages, costs and expenses related to adverse claims of any and all third parties to the CO₂ or royalties related to CO₂ removed from Producer's gas when Producer takes the CO₂ in kind or receives value therefor over and above the removal of the CO₂ from Producer's gas.

5. MichCon will make a good faith effort to preserve for Producer all of Producer's processing rights as to natural gas liquids produced from the reserves dedicated under this agreement.

Agreement to be executed this 14th day of DECEMBER, 1998.

MICHCON GATHERING COMPANY

Pri Blanc
 Larisa Abayeo

By:

Willing Water

Name:

WILLIAM J. WOLTER

Title:

PRESIDENT

SHELL WESTERN E&P INC.

Sylvia Bobo
Edward Buzzard

By:

A. Kimmel

Name: LuKimmer

Title:

Attorney-in-Fact

SHELL ONSHORE VENTURES INC.

Robert K. Zappala
Judith K. Nelms

By:

Wm Stewart

Name: _____

G. W. Stewart

Title:

Attorney-in-Fact

ACKNOWLEDGMENTS

)SS

COUNTY OF WAYNE)

On this 14th day of DECEMBER, 1998, before me, a Notary Public in and for the State and County aforesaid, personally appeared WILLIAM J. WOLTER, the _____ of **MICHCON GATHERING COMPANY**, a Michigan corporation, on behalf of which he executed the foregoing Dedication Agreement, and acknowledged the same to be the free act and deed of said corporation, effective as of the 14th day of DECEMBER 1998.

Mary E. Tortomoso
Notary Public
WAYNE County, Michigan
My Commission Expires: _____

STATE OF TEXAS)

)ss

COUNTY OF HARRIS)

On this 29th day of December, 1998, before me, a Notary Public in and for the State and County aforesaid, personally appeared J.W. Kimmel, the Attorney-in-Fact of Shell Western E&F Inc. a Delaware corporation, on behalf of which he executed the foregoing Dedication Agreement and acknowledged the same to be the free act and deed of said corporation, effective as of the 14th day of December, 1998.



MARY HELEN F. HALFACRE
Notary Public, State of Texas
My Commission Expires
MARCH 15 1999

Mary Helen F. Halfacre
Notary Public

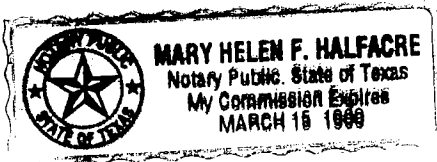
HARRIS County, Texas
My Commission Expires: 3-15-99

STATE OF TEXAS)

)ss

COUNTY OF HARRIS)

On this 28th day of December, 1998, before me, a Notary Public in and for the State and County aforesaid, personally appeared G.W. Stewart, the Attorney-in-Fact of Shell Onshore Ventures Inc. a Delaware corporation, on behalf of which he executed the foregoing Dedication Agreement and acknowledged the same to be the free act and deed of said corporation, effective as of the 14th day of December, 1998.



MARY HELEN F. HALFACRE
Notary Public, State of Texas
My Commission Expires
MARCH 15 1999

Mary Helen F. Halfacre
Notary Public

HARRIS County, Texas
My Commission Expires: 3-15-99

This instrument prepared by:
Julie A. Cohen
MichCon Gathering Company
500 Griswold Street
Detroit, Michigan 48226
Tel: (313) 256-5201

Attachment 1

<u>Project Name</u>	<u>Allocation Number</u>	<u>RMS Number</u>	<u>County</u>	<u>Unit/Well Description</u>	<u>Unit Size</u>	<u>Partners</u>
Albert East 24		80206	Oscoda	All of Section 5 & 6	3840	
Loud 17A		80058			5760	

MPSC Case No. U-14754

Exhibit DOM-106

LIBER 0762 PAGE 158

U-14754
DOMC-1.1/1

OTSEGO COUNTY
MICHIGAN
RECEIVED FOR RECORD

00 MAY 10 PM 3:52

EVELYN H. PRATT
CLERK / REGISTER OF DEEDS

AGREEMENT
see attch

**ASATT DEDICATION OF RESERVES
OTSEGO COUNTY**

ANTRIM GAS SERVICE AGREEMENT

This Dedication Agreement made effective October 1, 1997, between MICHCON GATHERING COMPANY ("MichCon Gathering") and Shell Western E&P Inc. ("SWEPI") and Shell Onshore Ventures Inc. ("SOVI"), (individually and/or collectively "Producer"). Producer confirms the terms of its dedication of those projects identified on Attachment 1 to the gas transportation service and gas treating service provided by MichCon Gathering on its Antrim Expansion Project ("AEP").

The parties agree as follows:

1. Producer hereby dedicates to the gas transportation service and gas treating service provided by MichCon Gathering on the AEP pursuant to the Antrim Gas Service Agreement dated September 12, 1994, all of the natural gas produced from the Antrim shale formation which Producer owns or has the right to dispose of and is produced from the unitized acreage set forth on Attachment 1 ("Dedicated Reserves"). Producer represents that it either owns valid leases covering the interests in or under, or that it has the legal right to dedicate, the real property described on Attachment 1. MichCon Gathering has no obligation to provide firm transportation on the AEP for any Antrim Gas delivered or caused to be delivered by Producer that is not covered by this Dedication Agreement.
2. This Agreement constitutes the entire agreement between MichCon and Producer concerning the subject matter hereof. Any prior understandings, representations, promises, undertakings, agreement or inducements, whether written or oral, concerning the subject matter hereof not contained herein shall have no force and

effect. This Agreement may be modified or amended only by a writing duly executed by both parties.

3. This Agreement cancels and supersedes the parties' Dedication of Antrim Reserves Agreement dated September 12, 1994.
4. Producer retains the right to call for in-kind the CO₂ attributable to this dedicated acreage, and MichCon has the obligation to deliver same, at the tailgate of CO₂ treating plants operated under the applicable Michigan Consolidated Gas Company Antrim Service Agreement, with piping connection to the plant vent line to be at Producer's expense.

As between the parties, Producer will indemnify, defend and save MichCon Gathering and its affiliates harmless from all suits, actions, damages, costs and expenses related to adverse claims of any and all third parties to the CO₂ or royalties related to CO₂ removed from Producer's gas when Producer takes the CO₂ in kind or receives value therefor over and above the removal of the CO₂ from Producer's gas.

5. MichCon will make a good faith effort to preserve for Producer all of Producer's processing rights as to natural gas liquids produced from the reserves dedicated under this agreement.

IN WITNESS WHEREOF, the parties have caused this Dedication

Agreement to be executed this 18th day of December, 1998.

WITNESSES:

MICHCON GATHERING COMPANY

James A. Broe
James A. Broe
Tom Dahlstrom
Tom Dahlstrom

By: William J. Walter
Name: William J. Walter
Title: President

APPROVED
AS TO FORM

WITNESSES:

SHELL WESTERN E&P INC.

Stewart J. Byers
Stewart J. Byers
Tom Dahlstrom
Tom Dahlstrom

By: J.W. Kimmel
Name: J.W. Kimmel
Title: Attorney-in-Fact

WITNESSES:

SHELL ONSHORE VENTURES INC.

Stewart J. Byers
Stewart J. Byers
Tom Dahlstrom
Tom Dahlstrom

By: Dewitt T. Methvin
Name: ATTORNEY-IN-FACT
Title: DEWITT T. METHVIN, III

ACKNOWLEDGMENTS

STATE OF MICHIGAN)

)ss

COUNTY OF Wayne

On this 18th day of December, 1998, before me, a Notary Public in and for the State and County aforesaid, personally appeared William J. Walter, the President of **MICHCON GATHERING COMPANY**, a Michigan corporation, on behalf of which he executed the foregoing Dedication Agreement, and acknowledged the same to be the free act and deed of said corporation, effective as of the 18th day of December, 1998.

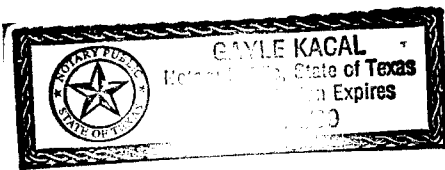
Thomas M. Dahlstrom
Notary Public Thomas M. Dahlstrom
Wayne County, Michigan
My Commission Expires: 10-25-00
Acting in Macomb County

STATE OF TEXAS)

)ss

COUNTY OF HARRIS)

On this 18th day of December, 1998, before me, a Notary Public in and for the State and County aforesaid, personally appeared J.W. Kimmel, the ATTORNEY-IN-FACT of Shell Western E&P Inc. a Delaware corporation, on behalf of which he executed the foregoing Dedication Agreement and acknowledged the same to be the free act and deed of said corporation, effective as of the 18th day of December, 1998.



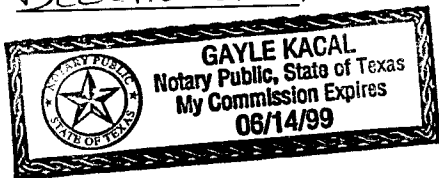
Gayle Kacal
Notary Public
HARRIS County, Texas
My Commission Expires: 6-14-99

STATE OF TEXAS)

)ss

COUNTY OF HARRIS)

On this 18th day of December, 1998, before me, a Notary Public in and for the State and County aforesaid, personally appeared DEWITT T. METHVIN, III, the ATTORNEY-IN-FACT of Shell Onshore Ventures Inc. a Delaware corporation, on behalf of which he executed the foregoing Dedication Agreement and acknowledged the same to be the free act and deed of said corporation, effective as of the 18th day of December, 1998.



Gayle Kacal
Notary Public
HARRIS County, Texas
My Commission Expires: 6-14-99

This instrument prepared by:
Julie A. Cohen
MichCon Gathering Company
500 Griswold Street
Detroit, Michigan 48226
Tel: (313) 256-5201

Return to:
Tom Dahlman
Michigan Consolidated Gas Company
500 Griswold, 24th Floor
Detroit, Michigan 48226

Attachment 1

<u>Service</u>	<u>Project Name</u>	<u>Allocation Number</u>	<u>RMS Number</u>	<u>County</u>	<u>Unit/Well Description</u>	<u>Unit Size</u>	<u>Partners</u>
ASATT	Charlton 18 CPF		80098	Otsego	Section 7, T31N, R1W El Mac Hills 1-7 HD1(Ward Lake operator)		080-007-

MPSC Case No. U-14754

Exhibit DOM-107

**ASATT DEDICATION OF RESERVES
MONTMORENCY COUNTY**

ANTRIM GAS SERVICE AGREEMENT

This Dedication Agreement made effective October 1, 1997, between MICHCON GATHERING COMPANY ("MichCon Gathering") and Shell Western E&P Inc. ("SWEPI") and Shell Onshore Ventures Inc. ("SOVI"), (individually and/or collectively "Producer"). Producer confirms the terms of its dedication of those projects identified on Attachment 1 to the gas transportation service and gas treating service provided by MichCon Gathering on its Antrim Expansion Project ("AEP").

The parties agree as follows:

1. Producer hereby dedicates to the gas transportation service and gas treating service provided by MichCon Gathering on the AEP pursuant to the Antrim Gas Service Agreement dated September 12, 1994, all of the natural gas produced from the Antrim shale formation which Producer owns or has the right to dispose of and is produced from the unitized acreage set forth on Attachment 1 ("Dedicated Reserves"). Producer represents that it either owns valid leases covering the interests in or under, or that it has the legal right to dedicate, the real property described on Attachment 1. MichCon Gathering has no obligation to provide firm transportation on the AEP for any Antrim Gas delivered or caused to be delivered by Producer that is not covered by this Dedication Agreement.
2. This Agreement constitutes the entire agreement between MichCon and Producer concerning the subject matter hereof. Any prior understandings, representations, promises, undertakings, agreement or inducements, whether written or oral, concerning the subject matter hereof not contained herein shall have no force and

effect. This Agreement may be modified or amended only by a writing duly executed by both parties.

3. This Agreement cancels and supersedes the parties' Dedication of Antrim Reserves Agreement dated September 12, 1994.
4. Producer retains the right to call for in-kind the CO₂ attributable to this dedicated acreage, and MichCon has the obligation to deliver same, at the tailgate of CO₂ treating plants operated under the applicable Michigan Consolidated Gas Company Antrim Service Agreement, with piping connection to the plant vent line to be at Producer's expense.

As between the parties, Producer will indemnify, defend and save MichCon Gathering and its affiliates harmless from all suits, actions, damages, costs and expenses related to adverse claims of any and all third parties to the CO₂ or royalties related to CO₂ removed from Producer's gas when Producer takes the CO₂ in kind or receives value therefor over and above the removal of the CO₂ from Producer's gas.

5. MichCon will make a good faith effort to preserve for Producer all of Producer's processing rights as to natural gas liquids produced from the reserves dedicated under this agreement.

IN WITNESS WHEREOF, the parties have caused this Dedication Agreement to be executed this 18th day of December, 1998.

WITNESSES:

MICHCON GATHERING COMPANY

James A. Broce

By: William J. Water 1.C.
Name: _____
Title: _____

APPROVED
AS TO FORM

[Signature]

WITNESSES:

SHELL WESTERN E&P INC.

Robert J. Byrnes

By: J.W. Kimmel
Name: J.W. Kimmel
Title: Attorney-in-Fact

WITNESSES:

SHELL ONSHORE VENTURES INC.

Robert J. Byrnes

By: Dewitt T. Methvin, III
Name: DEWITT T. METHVIN, III
Title: ATTORNEY-IN-FACT

ACKNOWLEDGMENTS

STATE OF MICHIGAN)

)ss

COUNTY OF _____)

On this ____ day of _____, 1998, before me, a Notary Public in and for the State and County aforesaid, personally appeared _____, the _____ of **MICHCON GATHERING COMPANY**, a Michigan corporation, on behalf of which he executed the foregoing Dedication Agreement, and acknowledged the same to be the free act and deed of said corporation, effective as of the ____ day of _____, 1998.

Notary Public

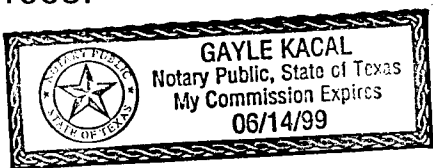
County, Michigan
My Commission Expires: _____

STATE OF TEXAS)

)ss

COUNTY OF HARRIS)

On this 18th day of December, 1998, before me, a Notary Public in and for the State and County aforesaid, personally appeared J.W. Kimmel, the Attorney-in-Fact of Shell Western E&P Inc. a Delaware corporation, on behalf of which he executed the foregoing Dedication Agreement and acknowledged the same to be the free act and deed of said corporation, effective as of the 18th day of December, 1998.



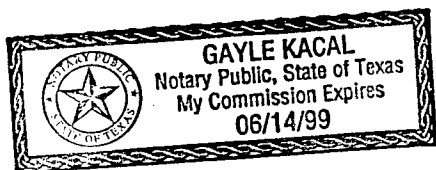
Gayle Kacal
Notary Public
HARRIS County, Texas
My Commission Expires: 6-14-99

STATE OF TEXAS)

)ss

COUNTY OF HARRIS)

On this 18th day of December, 1998, before me, a Notary Public in and for the State and County aforesaid, personally appeared DEWITT T. METHVIN, III, the ATTORNEY-IN-FACT of Shell Onshore Ventures Inc. a Delaware corporation, on behalf of which he executed the foregoing Dedication Agreement and acknowledged the same to be the free act and deed of said corporation, effective as of the 18th day of December, 1998.



Gayle Kacal
Notary Public
HARRIS County, Texas
My Commission Expires: 6-14-99

This instrument prepared by:
Julie A. Cohen
MichCon Gathering Company
500 Griswold Street
Detroit, Michigan 48226
Tel: (313) 256-5201

Attachment 1

<u>Service</u>	<u>Project Name</u>	<u>Allocation Number</u>	<u>RMS Number</u>	<u>County</u>	<u>Unit/Well Description</u>	<u>Unit Size</u>	<u>Partners</u>
ASATT	Albert East 24		80206	Montmorency	<u>T29N, R2E</u> All of Sections: 23,24,25,26,35,36	3840	
	Loud 17A		80058		<u>T29N, R3E</u> All of Sections: 19,20,21,28,29,30,31,32,33	5760	