

MPSC Case No. U-14754

Exhibit DOM-38

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ANTRIM GAS SERVICE AGREEMENT

ANTRIM GAS SERVICE AGREEMENT

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EXHIBIT

SUBJECT

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MICHIGAN CONSOLIDATED GAS COMPANY
ANTRIM GAS SERVICE AGREEMENT

THIS AGREEMENT is entered into as of this 6th day of Sept, 1995,
by and between JS Inc.

("Shipper"), having an office at 1801 E. Franklin, Suite
201, Chapel Hill, NC ²⁷⁵¹⁴ and MICHIGAN CONSOLIDATED GAS
COMPANY ("MichCon"), having its principal offices at 500 Griswold, Detroit,
Michigan 48226.

RECITALS

WHEREAS Shipper has requested MichCon to transport and treat Antrim Gas
on Shipper's behalf; and

WHEREAS MichCon is willing to provide the requested transportation and
treating service subject to the terms and conditions contained in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises, agreements
and undertakings in this Agreement, Shipper and MichCon agree as follows:

ARTICLE I

REGULATORY APPROVAL AND CONDITIONS

1.1 MichCon has filed Case No. U-10547 with the Michigan Public Service Commission (the "Commission") for authority to construct, cause to be constructed, acquire, own and operate facilities and services which MichCon has determined are necessary to permit receipt, carbon dioxide (CO₂) treating, transportation and redelivery (hereinafter collectively referred to as "Gas Transportation Service") of natural gas produced from the Antrim shale formation ("Antrim Gas" or "Gas") delivered to MichCon pursuant to this Agreement. The term "Antrim Header System", as used in this Agreement, will incorporate by reference the system ultimately approved by the Commission in Case No. U-10547, together with all future extensions, modifications, or loops thereof as well as use of existing pipelines and related facilities.

1.2 This Agreement is specifically conditional upon the continued prosecution by MichCon of its application in MPSC Case No. U-10547, approval by the appropriate regulatory agencies of the facilities and services in Case No. U-10547, and acceptance of a Commission order by MichCon, at its sole discretion. If Case U-10547 is not approved and accepted by 4/15/95, Shipper has the option to declare this agreement null and void. Provided, however, if MichCon receives and accepts an order after 4/15/94, but before Shipper exercises its option, then Shipper may no longer declare this agreement null and void.

1.3 This Agreement is specifically conditional upon MichCon's agreement to create a priority in the 30-inch pipeline expansion downstream of Kalkaska for transportation of Gas from the wetheader or dry Antrim header. Also, MichCon shall provide for and make any future pipeline interconnections, consistent with its then prevailing receipt point program, upon written request by Shippers with all costs to be borne by Shippers.

ARTICLE II

DEDICATION OF RESERVES

2.1 For any Antrim Gas to be transported and treated on a firm basis pursuant to this Agreement, the party who owns or controls the acreage from which the gas to be transported and treated is produced shall have first committed, by a Letter of Dedication, all previously undedicated Antrim reserves which it owns and controls and which can be reasonably serviced by the Antrim Header System (Initial Acreage Dedication). Furthermore, Antrim Gas which is produced from after acquired or controlled acreage and which desires firm transportation must also first be committed to the Antrim Header System by a Letter of Dedication. (Additional Acreage Dedication). Such dedications shall be made on a form provided or approved by MichCon. MichCon may refuse firm service for any Antrim Gas which has not been committed as provided for above.

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ARTICLE III

TERM

3.1 All terms and conditions of this Agreement, except Sections 1.2 and 1.3 shall be effective on the in-service date ("In-Service Date") of the Antrim Header System, which is the date the 16" Kalkaska to South Chester Pipeline facilities approved under U-10547 are placed in service, and shall terminate ten (10) years later unless terminated earlier as provided in Section 3.2. MichCon shall provide Shipper written notice of the In-Service Date. Sections 1.2 and 1.3 shall be effective upon execution of this Agreement.

3.2 Shipper shall have the right to terminate this Agreement during the period of 60 days immediately following the date this Agreement is executed, provided that upon termination Shipper enters into an equivalent Agreement for transportation on the Antrim Header System (at a basic charge of 9 cents per Mcf) all subject to approval by the appropriate regulatory agencies of the facilities and services in MPSC Case No. U-10547.

ARTICLE IV

GAS TRANSPORTATION SERVICE

4.1 Shipper shall deliver or cause to be delivered to MichCon, Antrim Gas for Gas Transportation Service up to a maximum daily quantity ("MDQ") of 8,000 Mcf. MichCon shall provide Gas Transportation Service for Shipper or for the

account of Shipper and shall redeliver an Equivalent Quantity of natural gas in MMBtu's at the delivery points nominated pursuant to this agreement. For purposes of this agreement the term "Equivalent Quantity(ies)" shall mean the MMBtu quantity of Gas received from Shipper less any amount withheld by MichCon for Pipeline Loss and/or Plant Shrinkage . Carbon dioxide treating is provided as part of the Gas Transportation Service such that CO₂ is removed to ensure that the gas at the Delivery Point(s) meets at a minimum, the quality specifications set forth in the attached Exhibit D. Gas Transportation Service pursuant to this agreement shall be provided on a Firm Basis.

4.2 MichCon will allocate proportionately among all Shippers who flow quantities of Gas during the month, the combined volumetric Gas stream loss in MMBtu's associated with CO₂ removal and the fuel actually used each month at all the CO₂ treating plant(s) on the Antrim Header System (together collectively referred to as "Plant Shrinkage"). Provided, however, that the amount of fuel actually used shall never exceed the amount of fuel that would be customarily used by the type of treating plants employed in their normal course of operation. This proportional allocation will be based on the level of CO₂ in each Shipper's Gas as MichCon determines by Gas analysis at least every 90 days and the Shipper's quantity of Antrim gas that is delivered into the Antrim Header system during any month at each Receipt Point as specified in Exhibit A. MichCon shall retain 0.5% of all Nominated, Authorized and Unauthorized Overrun Quantities for pipeline losses ("Pipeline Loss"). Provided,

however, that if the Delivery Point for Shipper's Gas is into MichCon's transmission and distribution pipeline system, then the Pipeline Loss of 0.5% shall be borne by the downstream transporter. Plant Shrinkage and Pipeline Loss will be calculated and withheld from the quantity of Gas that is redelivered for the account of Shipper at each Delivery Point.

4.3 The CO₂ treating plants at which Antrim Gas will be treated as part of the Gas Transportation Service provided under this Agreement, shall be operated on a run time of at least 94% in any calendar year including time allowed for shut downs due to scheduled and routine repairs and maintenance. In the event that the percentage of CO₂ treating plant run time is less than 94% for any calendar year and, as a result, a Shipper cannot get Gas to market because its untreated Gas would not be received, transported or exchanged by a designated downstream pipeline, then for each one percent deficiency below 94% MichCon shall pay Shipper one cent for each Mcf of Gas that cannot reach its intended market. The provisions of Section 17.1 shall control over this Section.

ARTICLE V

RATES

5.1 For the services provided for herein, Shipper shall pay MichCon a monthly amount as follows:

1. A monthly customer administrative charge of \$300.

2. A Basic Charge equal to the quantities of Gas Shipper actually flowed during the month up to its MDQ times 20.0¢ per Mcf.
3. Shipper shall be billed, in addition to the Basic Charge, an Overrun Charge of \$3.00 per Mcf for any quantities of Gas delivered that exceed the MDQ ("Unauthorized Overrun Gas") provided, however, an Overrun Charge shall not be incurred;
 - a. In any month where Shipper, after meeting the criteria set forth in 5.1.4 herein, delivers Gas in excess of the MDQ ("Authorized Overrun Gas"); or
 - b. In any month where the overage averages no more than five (5) percent above (i) the MDQ or (ii) the MDQ plus any Authorized Overrun Gas (the "Swing Percentage").
 - c. In circumstances where Overrun Gas occurred temporarily for less than a 24 hour period and resulted from an inadvertent surge or increase of Gas from Shipper's facilities due to equipment failure. However, only one such failure shall be allowed in any calendar month. .
4. Shipper must meet one of the following criterion before flowing Authorized Overrun Gas:

- a. Shipper must obtain MichCon's written permission to flow gas in excess of Shipper's MDQ prior to submitting a nomination; or
- b. Shipper must notify MichCon by facsimile 48 hours prior to the deadline for submitting a nomination, or by EBB 24 hours prior to the deadline, of its intent to submit a nomination to flow gas in excess of Shipper's MDQ. Such intent shall be clearly identified on the request. If Shipper does not receive notification of MichCon's denial of Shipper's request by facsimile or by EBB by the nomination deadline, then Shipper may assume MichCon's permission has been granted and may flow gas in excess of its MDQ up to the amount indicated in the facsimile to MichCon.

This implied approval shall be good only for one month.

- 5. Any Shipper not able to flow its nominated quantity up to its MDQ as a result of Unauthorized Overrun Gas shall receive, on a calendar year quarterly basis, its proportionate share of 80% of the actual funds MichCon collects as Overrun Charges. Shipper's proportionate share shall be an amount equal to Shipper's quantity of Gas which did not flow during the calendar quarter as a result of Unauthorized Overrun Gas up to Shipper's MDQ divided by

the total quantity of Gas which did not flow because of
Unauthorized Overrun Gas during the calendar quarter.

5.2 All charges set forth in this Article except the monthly customer administrative charge shall be applied to quantities in units of Mcf delivered at the Receipt Point(s) as measured in accordance with the terms of Exhibit D of this Agreement.

ARTICLE VI

NOMINATIONS, DELIVERIES

6.1 Shipper must nominate all quantities of gas that will be transported pursuant to this Agreement and as further detailed in Exhibit D: General Terms and Conditions.

6.2 Pursuant to the terms of Exhibit D, MichCon shall establish an Electronic Bulletin Board (EBB) as part of its Antrim Header System within one year of the "in-service" date. MichCon shall provide Shipper notice once it has established its EBB and detailed procedures for nominating using the EBB. After a reasonable phase-in period MichCon may require all Shippers to nominate their quantities of gas using the EBB.

ARTICLE VII

RECEIPT POINT(S)

7.1 Shipper shall deliver or cause to be delivered Antrim Gas at the Receipt Point(s) set forth in Exhibit A. All Gas delivered to MichCon shall meet the quality specification set out in Exhibit D.

7.2 MichCon, at its sole option, may refuse to accept Gas at any Receipt Point(s) listed on Exhibit A which is not subject to a signed Receipt Point Agreement between MichCon or its designee and the party responsible for the Receipt Point.

ARTICLE VIII

DELIVERY POINT(S)

8.1 MichCon shall redeliver to Shipper, or for the account of Shipper; at the Delivery Point(s) set forth in Exhibit B, Equivalent Quantities of Gas; provided, however, that the allowable routing of any Gas Transportation Service shall be within the parameters defined by Exhibit C.

ARTICLE IX

DISPOSITION OF GAS

9.1 Because of the inability of MichCon and Shipper to maintain precise control over the rate of flow and quantities of Gas to be received and delivered, the parties shall exercise reasonable efforts to keep Gas receipts and deliveries in balance.

Subject to the limitations contained in this section, MichCon will use Electronic Gas Measurement (EGM) for any Receipt Point under this Agreement. In the case of new Receipt Points, that is Receipt Points installed after the In-Service Date, MichCon will install EGM pursuant to its then prevailing Receipt Point program on all new interconnects. As to existing Receipt Points, that is Receipt Points installed prior to the In-Service Date, MichCon shall be obligated to retrofit existing Receipt Points with EGM only in those cases where a Receipt Point owner requests such a retrofit in writing and agrees to pay any costs associated with the retrofit. However, if MichCon determines that retrofitting Receipt Points with EGM is necessary for the efficient operation of the Antrim Header System, then MichCon can mandate installation of EGM at such points with costs borne by the Receipt Point holder.

9.2 MichCon shall have the right to commingle Gas delivered hereunder with Gas owned by MichCon and/or transported by MichCon for others so long as the resulting commingled gas stream meets the Delivery Point quality specifications in Exhibit D.

ARTICLE X

POSSESSION AND RESPONSIBILITY

10.1 As between MichCon and Shipper, Shipper shall be deemed in exclusive control and possession of the gas transported hereunder and responsible for any damage or injury caused thereby until it is delivered to MichCon at the Receipt

Point(s) and after it is redelivered by MichCon at the Delivery Point(s). MichCon shall be deemed in exclusive control and possession of the gas and responsible for any damage or injury caused thereby after it is delivered by Shipper, or for Shipper's account, at the Receipt Point(s) and before it is redelivered by MichCon at the Delivery Point(s).

ARTICLE XI

DELIVERY PRESSURE

11.1 Shipper shall deliver quantities of Antrim Gas or cause quantities of Antrim Gas to be delivered to MichCon at the Receipt Point(s) at MichCon's prevailing line pressure but not to exceed its maximum allowable operating pressure (MAOP). Shipper shall receive quantities of Antrim Gas, or cause quantities of Antrim Gas to be received by a third party transporter, at the Delivery Point(s) as noted in Exhibit B.

ARTICLE XII

TAXES

12.1 Shipper shall pay all taxes, tariffs, and duties however designated, levied, or charged resulting from services provided under this Agreement, including, without limitation, all state and local privilege or excise taxes, and any amount in lieu of such

taxes, tariffs and duties paid or payable by MichCon, exclusive however of taxes based on the net income of MichCon, property taxes, and MichCon's single business taxes. Shipper shall reimburse MichCon for any such taxes, tariffs and duties which are collected and remitted or paid on Shipper's behalf by MichCon because of Shipper's failure to pay. MichCon or its Vendors shall not be entitled to Internal Revenue Code-Section 29 tax credits on any Gas under this Agreement.

ARTICLE XIII

WARRANTY OF RIGHT TO DELIVER

13.1 Shipper warrants that at the time of delivery it shall have the right to deliver the Gas and that it shall indemnify, defend, and save MichCon harmless from suits, actions, debts, accounts, damages, costs, losses and expenses arising from or out of adverse claims of any and all persons to the gas or to royalties, taxes, license fees or charges thereon.

ARTICLE XIV

BILLING AND PAYMENT

14.1 On or about the twentieth day of each calendar month, MichCon shall render a statement to Shipper based on the charges set forth in Section 5. Shipper shall pay MichCon on or before the 25th day of the month or ten (10) days after receipt of the statement, the amount billed in that statement. All such payments shall

be made in the form of immediately available funds directed to a bank account designed by MichCon's Treasurer.

14.2 The statements rendered pursuant to this Agreement shall be denominated in U.S. Dollars (\$U.S), and all payments shall be made in \$U.S.

14.3 Shipper shall have the right at all reasonable times to examine the books, records and charts of MichCon to the extent necessary to verify the accuracy of any statement, charge or computation made under or pursuant to any provisions of this Agreement.

14.4 Should Shipper fail to pay any undisputed amount of any statement rendered by MichCon when such amount is due, a late payment charge equal to that month's NBD prime plus 2% per month of the undisputed amount of the statement, net of taxes, not compounded, shall be added to the statement, and MichCon in its sole discretion may after 10 days prior written notice suspend further Gas Transportation Service to Shipper until the undisputed amount is paid.

14.5 If Shipper shall find at any time within twenty-four months after the date of any statement rendered by MichCon that it has been overcharged due to an error by MichCon in the amount billed in such statement, and if the overcharge has been paid, and Shipper has made a written claim thereof within twenty-four months from the date of such error, the overcharge, when verified by MichCon, shall be refunded within 30 days. If MichCon shall find at any time within twenty-four months after the date of any statement rendered by it that there has been an undercharge in the amount billed

in such statement, it may submit a statement for such undercharge within twenty-four months of such error, and Shipper, upon verifying the same, shall pay such amount within 30 days.

ARTICLE XV

NON-WAIVER OF FUTURE DEFAULTS

15.1 No waiver by either party of any one or more defaults by the other in the performance of any provision of this Agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or a different character.

ARTICLE XVI

FORCE MAJEURE

16.1 Neither Shipper nor MichCon shall be liable in damages, or in any other remedy, legal or equitable, to the other for any act, omission or circumstances occasioned by or in consequence of any acts of God, strikes, lockouts, acts of the public enemy, wars, sabotage, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests, restraints of rulers and peoples, civil disturbances, explosions, breakage or accident to machinery, lines of pipe, wells, flowlines, production facilities of related equipment, or CO₂ treating plants or the necessity to make unscheduled shutdowns (for purposes of necessary maintenance, repairs, tests, or alterations to machinery, lines of pipe or CO₂ treating

plants), well or line freezeups, the binding order of any court or governmental authority which has been resisted in good faith by all reasonable legal means, or any other cause, whether of the kind herein enumerated, or otherwise, not within the control of the party claiming suspension and which by the exercise of due diligence such party is unable to prevent or overcome. A failure to settle or prevent any strike or other controversy with employees or with anyone purporting or seeking to represent employees shall not be considered to be a matter within the control of the party claiming suspension.

16.2 Such causes of contingencies affecting the performance of this Agreement by either party, however, shall not relieve it of liability in the event of its concurring negligence or in the event of its failure to use due diligence to remedy the situation and remove the cause in an adequate manner and with all reasonable dispatch, nor shall such causes or contingencies affecting the performance of this Agreement relieve either party from its obligation to make payments of amounts then due thereunder, nor shall such causes or contingencies relieve either party of liability unless such party shall give notice and full particulars of the same in writing or by telecopy to the other party as soon as possible after the occurrence relied on.

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ARTICLE XVII

LAWS, ORDERS, RULES AND REGULATIONS

17.1 The performance by the parties of their obligations set forth in this Agreement shall be subject to all valid and applicable laws, orders, rules and regulations of any duly constituted authority having jurisdiction.

17.2 Authority for Gas Transportation Service under this Agreement is provided pursuant to 1929 PA 9, as amended (Act 9); MCL 483.101 et seq.

17.3 Gas Transportation Service provided by MichCon under this Agreement, if in interstate commerce, is subject to the provisions of Subpart C, Part 284 of the regulations of the Federal Energy Regulatory Commission.

17.4 THIS AGREEMENT SHALL BE GOVERNED BY THE LAW OF THE STATE OF MICHIGAN. It is agreed that any and all litigation related to this Agreement shall be brought in either a state or federal court located within the State of Michigan, and each party, for purposes of any such litigation, submits to the exclusive jurisdiction and venue of that court.

ARTICLE XVIII

NOTICE

18.1 Any notice, request, demand, statement or payment provided for in this Agreement shall be sent in writing to the parties at the following addresses:

-- Shipper: JS Inc.
1801 E. Franklin St.
Suite 201 17
Chapel Hill, NC 27514

Attn: J. Sapikowski

Telephone: (919) 932 - 1910
Telecopy: (919) 932 - 1916

MichCon:

Payments: As directed on the invoice

Nominations: Manager, Transportation & Exchange
Telecopy:

All Other: Manager, Gas Supply & Transportation

Michigan Consolidated Gas Company
500 Griswold Street, 26th Floor
Detroit, Michigan 48226
Telephone: (313) 256-5541
Telecopy: (313) 256-6416

18.2 Either party may change its address under this Agreement by notice to the other party. Unless otherwise provided, all notices given by one party to the other shall be sent by registered mail, overnight mail or by telecopy and shall be effective upon receipt. However, routine communications, including monthly invoices, shall be considered as duly delivered when mailed by either registered, overnight or ordinary mail.

ARTICLE XIX

MISCELLANEOUS PROVISIONS

19.1 Assignment: Shipper or MichCon shall not broker, assign, convey or transfer its interests, rights and obligations under this Agreement to anyone not

meeting the credit worthiness standards hereunder. Either Shipper or MichCon may, however, without relieving itself of its obligations, assign any of its rights and obligations hereunder to a corporation with which it is affiliated at the time of such assignment, provided that such assignment does not materially change the duty of the other party, or increase the burden or risk imposed on the other party under this Agreement, or impair the other party's entitlement to performance.

19.2 Reorganization: Any company which shall succeed by purchase, merger, or consolidation to the properties, substantially as an entirety, of Shipper or of MichCon, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Agreement.

19.3 Successors and Assigns: This Agreement shall be binding upon and shall enure to the benefit of the parties hereto and their respective successors and permitted assigns.

19.4 Headings: The headings used throughout this Agreement are inserted for convenience of reference only and are not be considered or taken into account in construing the terms or provisions hereof nor are they to be deemed in any way to qualify, modify or explain the effect of any such provisions or terms.

19.5 Gender, Number and Internal References: Unless the context otherwise requires, words importing the singular include the plural and vice versa, and words importing gender include all genders. The words "herein", "hereunder" and words of

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similar import refer to the entirety of this Agreement and not only to the section in which such use occurs.

19.6 Counterparts: This Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an originally executed copy, and it shall not be necessary to produce all counterparts in order to prove this Agreement.

19.7 Entirety: This Agreement and Exhibits A, B, C, and D constitute the entire agreement between MichCon and Shipper concerning the subject matter hereof. Any prior understandings, representations, promises, undertakings, agreements 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.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in counterparts, each of which is an original and all of which are identical, as of the day and year first above written.

MICHIGAN CONSOLIDATED GAS COMPANY

By: Carl Crook 7/28/95
(date)

Title: Senior Vice President

Shipper

By: Clayton S. Smith 9-6-95
(date)

Title: PRES

ADDENDUM

1.4 Antrim Gas produced east of MichCon's Kalkaska facilities shall have priority over any other Gas on facilities constructed under and approved by the Commission in Case No. U-10547.

4.4 In the event that the run time of the CO₂ treating plants is less than 94% in any calendar year as specified in 4.3 above, and Shipper cannot get its Gas to market because its untreated Gas would not be received, transported or exchanged by a designated downstream pipeline, and MichCon has not corrected the problem within 90 days, except for reasons of Force Majeure, then shipper may, by giving MichCon 30 days prior written notice, cancel the treating portion of this Agreement for all Receipt Point(s) affected hereunder. After such time MichCon will bill only for transportation.

5.5 Eighty percent (80%) of all Overrun fees as collected in Section 5.1-3, net of those Overrun fees disbursed to other Shippers in Section 5.1-5, shall be disbursed on an annual basis, to the Michigan Oil & Gas Association for Antrim gas research.

EXHIBIT A

Receipt Points

Number

Facility/Well Name

Meter Number

Shipper's Receipt Points:

Ant. Char N. 28 RMS

44749

All other Receipt Points:

(all Receipt Points listed here for all contracts)

EXHIBIT B

Delivery Points

<u>Number</u>	<u>Facility Name</u>	<u>Location</u>	<u>Pressure (psig)</u>	Total Meter Capacity <u>MMcf/d</u>
	MichCon 30" T&D Line	Outlet Kalkaska Gas Plant	950	360
	Consumers Power 12" T&D Line	Goose Creek	960	190
	Consumers Power 2-12" T&D Lines	Inlet Kalkaska Gas Plant	600	190
	ANR 24" Transmission Line	S. Chester Treating Plant	1040	75
	ANR 36" Storage Line	Outlet Kalkaska Gas Plant	950	150
	Great Lakes 36" Transmission Line or alternate points per ANR guarantee	ANR-Deward or alternate Interconnect	950	50
	Great Lakes 36" Transmission Line	South Hayes Twn.	970	100

EXHIBIT C

Allowable Routing

From

To

Any approved
Receipt Points
subject to
7.2 of this
Agreement

Delivery Points
(From Exhibit B)

Percent of
Total MDQ

EXHIBIT D

ANTRIM GAS SERVICES AGREEMENT

GENERAL TERMS & CONDITIONS

- I. Service Request
- II. Nominations, Scheduling and Allocations
- III. Paper Pooling
- IV. Imbalances
- V. Measurement
- VI. Quality Specifications
- VII. Diversion of Gas
- VIII. Electronic Bulletin Board
- IX. Creditworthiness Standards

I. SERVICE REQUESTS

- A. Gas Transportation Service provided pursuant to this Agreement shall be offered on a Firm Basis until 100% of the capacity of the pipeline is subscribed. Thereafter, service shall be offered on an Interruptible Basis. MichCon shall be authorized to provide service on an Interruptible Basis only to the extent capacity exceeds its firm commitments.

- B. In order for a request for Gas Transportation Service to be considered valid, a party must provide MichCon with a completed, fully executed Antrim Header Service Request Form providing such information as the form may require.
- C. MichCon shall respond to each request. If the request is not valid, MichCon shall send a letter within 15 days of receipt of such request pointing out the deficiency(ies). MichCon shall respond to each valid request by forwarding this Service Agreement to the requesting party within 30 days.
- D. If there is insufficient capacity to meet the initial valid requests for service, then the expected system capacity shall be allocated among all valid requests on a pro-rata basis.
- E. If after one year of the date of first flow under this agreement, Shipper transports and treats an amount of gas less than its total MDQ, then such MDQ may be adjusted downward to equal Shipper's prior three months' average flowing quantities. If a Force Majeure event occurred during any of the prior three months, then such month shall be excluded and the next prior month used in its stead. Furthermore, if Shipper's transported and treated quantities exceed Shipper's total MDQ, then Shipper may request a pro-rata increase of its MDQ, and MichCon shall

grant a pro-rata increase for all Shippers at the end of each calendar quarter.

- F. After the initial valid requests are filled, additional requests shall be filled as they are received. However, if there is more requested capacity than capacity available, then such requests shall be filled by prorating the total system capacity among existing Shippers and the new requests. Such system capacity reallocations shall be done at the end of each calendar quarter.

II. NOMINATIONS, SCHEDULING and ALLOCATIONS

- A. Nominations shall be via MichCon's Electronic Bulletin Board or in writing via facsimile or telecommunication. Any written nomination shall be made on a form provided or approved by MichCon. Shipper shall include for each nomination the daily quantities of Gas on a MMBtu basis that it desires MichCon to treat and transport during each Service Month from each Receipt Point and the daily quantities that Shipper desires MichCon to redeliver at each Delivery Point. Shipper shall also identify the quantity it intends to deliver to each downstream shipper by name, by downstream contract number for interstate deliveries, and the order of priority in the event MichCon must make adjustments pursuant to allocations below.

Further, the sum of the quantities nominated at all Receipt Points hereunder shall not exceed the aggregate MDQ as specified in this agreement, unless by Authorized Overrun Service.

- B. Initial Monthly Nominations: Each Shipper shall submit a nomination at least five (5) working days prior to the first Day of each Month to MichCon's Transportation and Exchange Department at a telephone number to be provided by MichCon.
- C. Nomination Changes after the beginning of the Month: Shipper shall give MichCon's Gas Control Department at least twenty-four (24) hours notice prior to any proposed change of a daily nomination to be effective for the next day. MichCon shall waive such notice upon request if, in its view, the Antrim Gas Pipeline operating conditions permit such waiver. Shipper shall also be allowed to change the order of priority of Receipts and Deliveries by twenty-four (24) hour notice.
- D. MichCon shall confirm each nomination or change of nomination. MichCon shall promptly notify each Shipper of its failure to confirm any nomination hereunder.
- E. Shipper may designate in writing an agent to nominate and schedule Gas Transportation Service on Shipper's behalf. Such designation shall be in writing. An agent may provide nomination(s) for multiple Shippers.
- Shipper shall indemnify and save MichCon harmless from all suits,

actions, debts, accounts, damages, costs, losses and expenses arising in any way from Shipper's agent's actions on behalf of Shipper, provided, however, that such indemnification shall not excuse MichCon from liability for actions taken when MichCon is acting as Shipper's agent.

- F. Hourly Variation. Shipper shall maintain uniform hourly rates at all Receipt Points hereunder to the extent practicable.
- G. Delivery of Gas. MichCon shall make daily delivery of thermally Equivalent Quantities of gas, at each Delivery Point that Shipper nominates, provided, however, that Shipper shall not have the right to take delivery of gas for quantities it has not nominated and delivered to MichCon at Receipt Point(s).
- H. Scheduling and Allocation of Capacity. There are four service levels: Firm Service, Authorized Overrun Gas (AOG), Unauthorized Overrun Gas (UOG), and Interruptible Service. For each day, MichCon will schedule receipts and deliveries of gas on the basis of Shippers' confirmed nominations pursuant to the following:
 - i.) If System Shippers fail to use their full MDQ, then excess capacity will exist such that MichCon is able to receive (a) AOG nominations in excess of a Shipper's MDQ, or (b) Interruptible Service nominations;
 - ii.) Unauthorized Overrun Gas shall occur when a Shipper exceeds its MDQ and fails to comply with the criteria set forth in 5.1.4 herein;

- iii.) Firm Service, AOG, or Interruptible Service shall be curtailed on a pro rata basis within each service category; however, any AOG is subordinate to Firm Service and shall be curtailed if any other Firm Shipper(s) wish to nominate up to their MDQ; and further provided that any Interruptible Service is subordinated to AOG and shall be curtailed if a Firm shipper wishes to use AOG;
- iv.) MichCon shall allocate Receipt Point capacity, if required, pro rata by confirmed nominations up to the Firm MDQ at each Receipt Point;
- v.) MichCon shall allocate Antrim Header System capacity, if required, pro rata by confirmed nominations up to the Firm MDQ;
- vi) MichCon shall allocate Delivery Point capacity, if required, pursuant to each Shipper's Antrim transportation priority (Firm, AOG, or Interruptible) up to the MDQ at each Delivery Point. If allocation of Delivery Point capacity is required among Shippers with firm transportation priority, then such allocation shall be based on each Shipper's instructions to MichCon;
- vii.) In the event that Shipper is transporting UOG and MichCon determines that it will curtail such UOG, then MichCon may identify any volumes by Points of Receipt as the volumes that must be curtailed in order to bring Shipper into compliance with its MDQ.

I.-- Accounting for Receipts and Deliveries.

i.) Following each month, MichCon shall forward to Shipper a report, either written or by Electronic Bulletin Board, which contains the monthly plant shrinkage, any fuel, and each Shipper's quantities in MMBtu's.

ii.) Allocation of Deliveries.

All deliveries shall be allocated throughout the month based on confirmed nominations at each Delivery Point. Delivery Point quantities shall be reconciled at the end of each calendar month.

iii.) Allocation of Receipts.

Where there is more than one Shipper at a Receipt Point, then allocation of actual quantities shall be made throughout the month pro rata, based on Shipper's confirmed nominations for each such Receipt Point. Receipt Point quantities shall be reconciled at the end of each calendar month.

iv.) Electronic Information

MichCon shall operate its allocation procedures using electronic information available at Receipt Point(s) and/or Delivery Point(s). If such electronic information is not available on any day, then MichCon shall assume that receipts and/or deliveries are equal to nominations, provided, however, that MichCon shall adjust such assumed receipts and/or deliveries to actual receipts and/or deliveries as soon as is

reasonably practicable after the actual information becomes available.

Any such prior period adjustments shall not cause a penalty upon any Shipper hereunder.

III. PAPER POOLING

- A. Once MichCon has allocated gas pursuant to this agreement, then over deliveries by a Shipper at one Receipt or Delivery Point may be offset by underdeliveries by that Shipper at another Receipt or Delivery Point, respectively (Paper Pooling). Such netting shall be used by MichCon for determining any penalties under this agreement..
- B. Paper Pooling shall not relieve any Shipper from its obligation to make valid nominations or its obligation for gas imbalances hereunder.

IV. MONTHLY IMBALANCES

- A. At the end of each month, MichCon shall provide each Shipper with a gas imbalance statement either via EBB or written copy. Shipper will be afforded the opportunity to make up the imbalance during the subsequent month, subject to IV.B below.
- B. If at end of a month a Shipper's imbalance exceeds its confirmed nomination by 10% or greater, then Shipper shall incur an imbalance penalty of 10¢ per MMBtu. Such penalty shall also apply to any gas imbalance not resolved by the end of the month following the service

month in which an imbalance is occurred and for each month thereafter until the imbalance is resolved.

- C. If upon termination of this Agreement, Shipper has not caused to be delivered to MichCon at the Point(s) of Receipt, quantities of gas that are equal to those that Shipper has taken at the Point(s) of Delivery, plus those quantities retained by MichCon as compensation for use and loss and CO₂ plant shrinkage, the term of this Agreement shall be extended for a period of up to 60 days during which time Shipper shall cause the deficient quantity to be delivered to MichCon at a mutually agreeable daily rate. Should Shipper fail to correct this imbalance within the 60 day period, Shipper shall pay MichCon, as liquidated damages, an amount equal to 110% of the currently effective Gas Cost Recovery Factor (pursuant to MichCon's Rules, Regulations and Rate Schedules on file with the Michigan Public Service Commission) for any remaining deficient quantities.

V. MEASUREMENT AND MEASUREMENT EQUIPMENT

A. Measurement

- i. The unit of volume for the purpose of measurement shall be one thousand cubic feet of gas at a temperature base of sixty degrees

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(60°) Fahrenheit and a pressure base of 14.65 pounds per square inch absolute (psia).

- ii. The average atmospheric (barometer) pressure at each point of receipt and each point of delivery shall be assumed to be fourteen and four-tenths (14.4) pounds per square inch, irrespective of the actual location or elevation above sea level of the point of delivery or of any variation in actual atmospheric pressure from time to time.
- iii. The flowing temperature of the gas(es) shall be determined by means of an instrument of standard manufacture accepted in the industry for this purpose.
- iv. The supercompressibility factor used in computing the volume of gas delivered through an office meter shall be determined in a manner consistent with the method contained in the American Gas Association "Manual for the Determination of Supercompressibility Factors for Natural Gas (AGA Report No. 8)" as such publication may be revised from time to time.
- v. The specific gravity of the gas used in computing the volume of gas delivered shall be determined at intervals of not more than ninety (90) Days by means of an instrument(s) of standard manufacture accepted in the industry for this purpose using a

sample of gas, or a representative sample of gas, of the gas stream flowing to the point of receipt or point of delivery.

- vi. The compressibility ratio factors "s" used in computing the volume of gas delivered through a turbine meter or a positive displacement meter shall be determined by the equation $s = (F_{pv})^2$, in which "Fpv" is the supercompressibility factor determined as described in Subsection iv, hereof.
- vii. In determining the flow temperature factor, supercompressibility factor, and compressibility ratio factor "s" for use in computing the volume of gas delivered through a meter, the flowing gas temperature for only the period(s) of time of that gas was flowing through the meter shall be used.

B. Measurement Equipment

- i. The volume of gas delivered at the Receipt or Delivery Point(s) shall be measured by:
 - (a) An orifice meter designed, installed, maintained and operated as recommended in the latest issue of American National Standard ANSI/API 2530 (American Gas Association Gas Measurement Report No. 3), entitled "Orifice Metering of Natural Gas and Other Related

Hydrocarbon Fluids", as such publication may be revised from time to time (hereinafter referred to as "AGA Report No. 3") (revisions will be incorporated within a reasonable time period); or

- (b) A turbine meter designed, installed, maintained and operated as recommended in the latest issue of American Gas Association Transmission Measurement Committee Report No. 7 entitled "Measurement of Fuel Gas by Turbine Meters", as such publication may be revised from time to time (hereinafter referred to as "AGA Report No. 7") (revisions will be incorporated within a reasonable time period); or
- (c) A positive displacement meter installed and operated in accordance with generally accepted industry practices.

The construction and installation of the metering facilities shall be in accordance with the recommendations and specifications set forth by the reports specified in Section i(a) hereof or by the meter manufacturer specified in Section i(b) hereof.

- ii. Any auxiliary measuring equipment shall be installed, maintained and operated in accordance with generally accepted industry practices. Chromatographs calculating the heating value (Btu) of

the gas shall be programmed having the Gas Processors Associated (GPA) Standard 2145 Table of Paraffin Hydrocarbons and Other Components of Natural Gas.

- iii. The volume of gas delivered at each Receipt or Delivery Point shall be calculated by means of an electronic flow computer located at, or by the processing of meter charts recorded at, each Receipt or Delivery Point. The calculation or processing, in either case, shall be performed in the following manner:
 - (a) When the measuring equipment is an orifice meter, the flow of gas through the meter shall be computed in the manner recommended in AGA Report No. 3, properly using all factors set forth therein.
 - (b) When the measuring equipment is a turbine meter, the volume of gas delivered through the meter shall be computed in the manner recommended in AGA Report No. 7, properly using all facts set forth therein.
 - (c) When the measuring equipment is a positive displacement meter, the volume of gas delivered through the meter shall

be computed by properly applying, to the volume delivered at flowing gas pressures and temperatures, correction factors for (1) absolute static pressure, (2) flowing gas temperature, (3) compressibility ratio and (4) specific gravity.

- iv. The operator, for purposes of this subsection, shall be MichCon, or such other person as the parties may agree in writing.

All flow, measuring, testing and related equipment shall be of standard manufacture, and type approved by MichCon. Shipper may install check measuring equipment, provided that such equipment shall be installed so as not to interfere with the operations of MichCon. Shipper, in the presence of MichCon, if applicable shall have access to measuring equipment at all reasonable times, but the reading, calibrating and adjusting thereof and the changing of charts, if any, shall be done by MichCon. Shipper shall have the right to be present at the time of the installing, reading, cleaning, changing, repairing, inspecting, testing, calibrating or adjusting done by MichCon. The records from such measuring equipment shall remain the property of

MichCon, but upon request, Shipper may request record, including charts, if any, together with calculations therefrom for inspection, subject to return within ten (10) working Days after receipt there of or extended by mutual agreement. Reasonable care shall be exercised in the installation, maintenance and operation of the measuring equipment to avoid any inaccuracy in the determination of the volume of gas received and delivered.

The accuracy of all measuring equipment shall be verified by MichCon at intervals of not more than three (3) Months for orifice meters and six (6) months for turbine and positive displacement meters, and if requested, in the presence of representatives of the Shipper, but neither MichCon nor Shipper shall be required to verify the accuracy of such equipment more frequently than once in any thirty (30) Day period. However, if an electronic measurement system is utilized, its components shall be calibrated at least once every ninety (90) Days pursuant to Section viii below. If MichCon agrees to verification and testing of measuring equipment and fails to perform the verification and testing, then Shipper shall have the right to cease or temporarily discontinue service under this Agreement relative to such measuring

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equipment. If either party at any time desires a special test of any measuring equipment, it will promptly notify the other party and the parties shall then cooperate to secure a prompt verification of the accuracy of the equipment. The expense of any special test shall be borne by the party requesting it if the measuring equipment is found to be in error by not more than 2% for manual equipment or for EGM equipment the percentage cited in viii(a). If, upon any test, any measuring equipment is found to be in error, such errors shall be taken into account in a practical manner in computing the deliveries. If the resultant aggregate error in the computed receipts or deliveries is not more than 2% for chart records or pursuant to viii(a) for EGM equipment, then previous receipts or deliveries shall be considered accurate. All equipment shall, in any case, be adjusted at the time of testing to record correctly. If, however, the resultant aggregate error in computing receipts or deliveries exceeds 2% for chart records or pursuant to viii(a) for EGM equipment, at a recording corresponding to the average hourly rate of gas flow rate for the period since the last preceding test; the previous recordings of such equipment shall be corrected to zero error for any period that is known definitely or agreed upon, but in case the period is not known definitely, or

agreed upon, the correction shall be for the period extending over one-half of the time elapsed since the date of the last test.

- v. In the event any measuring equipment is out of service, or is found registering inaccurately, previous recordings of receipts or deliveries through such equipment shall be corrected using the following procedures:
 - (a) by using the registration of any check meter or meters, if installed and accurately registering, or in the absence of (a);
 - (b) by correcting the error if the percentage of error is ascertainable by calibration, special test or mathematical calculation, or in the absence of both (a) and (b) then:
 - (c) by estimating the quantity of receipt or delivery based on receipts or deliveries during preceding periods under similar conditions when the meter was registering accurately.

The correction period shall not exceed twelve (12) months from the most recent test.

- vi. If at any time during the term of service a new method or technique is developed with respect to gas measurement or the determination of the factors used in gas measurement, the new

method or technique may be substituted upon mutual agreement by both parties.

vii. The parties agree to preserve for a period of at least two (2) years or such longer period as may be required by public authority, all test data, charts, and other similar records.

viii. Electronic Gas Measurement (EGM) Technical Requirements

(a) Accuracy: The meter system should use instruments that will provide an overall measurement accuracy of + or - 0.5% of flow, taking into account all the sources of error, including calibrated span of instruments, linearity, hysteresis, repeatability, ambient temperature, stability, vibration, and power supply fluctuation. Generally, this accuracy can be achieved only by the use of high accuracy smart transmitters with a published accuracy of $\pm 0.1\%$.

If the EGM is a retrofit to replace existing mechanical chart recorders, an overall accuracy of $\pm 1.0\%$ of flow will be acceptable. This accuracy can generally be achieved by utilizing transmitters with a published accuracy of $\pm 0.25\%$.

confirmed as gas free (less than 5% LEL) prior to and during use.

A full loop (end device through RTU) test/calibration is required on all ANALOG inputs. Any adjustments to or calibration of the equipment shall be documented and kept as part of the audit trail.

Provisions shall be made for Shipper or Producer to tap into meter run with an electronic transmitter for periodic calibration comparison, provided, however, any such tap shall be done with permission from MichCon and shall not interfere with MichCon's measurement operations at that point.

The flow computer and/or RTU shall freeze the analog transmitter values during transmitter calibration and orifice plate removal and use these frozen values for the flow computation during calibration and orifice plate removal and re-installation.

- h. Audit: The following information must be kept for a minimum of two (2) Years following the calendar year of production, unless required by contract to be kept longer or by the applicable, valid requirements of any governmental bodies having or asserting jurisdiction:
- (1) All calculated volumes, energies, and daily averages must be maintained in their original unaltered form.
 - (2) Any changes to the data to correct for inaccuracies must be fully documented, including assumptions and factors used in calculating the adjustment.
 - (3) All event logs, alarm logs, test/calibration reports, gas analyses, preventive maintenance documentation, or any other document containing EGM related data.
- All audit information will be available to Shipper personnel during normal business hours, upon request..

VI. GAS QUALITY SPECIFICATIONS

Unless prior approval is obtained from MichCon, all Gas received and delivered under the terms of this Agreement shall conform to the following specifications:

- (a) The Gas shall be commercially free from dust, gum, gum-forming constituents, and all other solid and liquid matters which may interfere with its

merchantability or cause injury to or interfere with proper operation of the pipelines, regulators, meters or other appliances through which it flows:

(b) The Gas shall not contain anything which might adversely affect the safe and efficient operation of MichCon's downstream facilities:

(c) The water content of the Gas shall not exceed 7 pounds per million cubic feet, however, every reasonable effort shall be made to keep the water content at or below 5 pounds per million cubic feet;

(d) The Gas shall not contain oxygen. Operator shall maintain its equipment to insure the gas is free of oxygen;

(e) At each Delivery Point the carbon dioxide content of the Gas shall not exceed two (2%) mole percent; at any Receipt Point, the carbon dioxide content of the Gas shall not exceed 25 mole percent, provided, however, that Shipper's aggregate Receipt Point gas hereunder shall not exceed 14 mole percent;

(f) The Gas shall not contain more than 1/4 grain of hydrogen sulfide per 100 cubic feet;

(g) The Gas shall not contain more than 1/2 grain of mercaptan sulfur per 100 cubic feet;

(h) The Gas shall not contain more than 5 grains of total sulfur per 100 cubic feet, including the sulfur in any hydrogen sulfide, mercaptan, sulfides and residual sulfur.

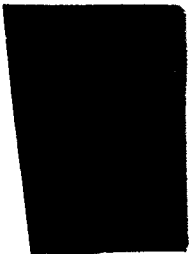
(i) The Gas redelivered at each Delivery Point shall have a total heating value per cubic foot of not less than 950 British thermal units at a base pressure of 14.65 pounds per square inch at 60 degrees fahrenheit on a dry basis or as further provided in the downstream pipelines' tariff; the Gas at each Receipt Point shall have a total heating value per cubic foot of not less than 730 British thermal units at a base pressure of 14.65 pounds per square inch at 60 degrees fahrenheit on a dry basis; however, Shipper's aggregate Receipt Point Gas shall have a total heating value per cubic foot of not less than 834 British thermal units.

(j) In the event the Gas delivered by Shipper at the Receipt Point(s) fails at any time to meet these quality specifications, MichCon shall notify Shipper of such deficiency and thereupon may, at its option, refuse to accept deliveries pending correction. Upon demonstration acceptable to MichCon that the Gas being tendered for delivery meets these quality specifications or that Shipper has arranged for the necessary treatment, processing or other action required for the Gas to meet these quality specifications, MichCon shall commence or resume, as the case may be, taking delivery of Gas.

(k) Shipper agrees to indemnify and hold MichCon harmless for any and all liability resulting from MichCon's movement of Gas which fails to meet the specifications hereunder and which have not been waived in writing, including contamination or damage to other Gas being transported.

IX. CREDITWORTHINESS STANDARDS.

MichCon shall not be required to commence Gas Transporta
continue to provide Gas Transportation Service under this
is or has become insolvent and is not paying its bills hereund
if Shipper, when requested by MichCon to demonstrate credit
to do so pursuant to MichCon's reasonable requirements provide
that Shipper may receive Gas Transportation Service if Shipper dep
MichCon and maintains, on prepaid account, an amount equal to am
which would be due for one months service at the full MDQ; or furnis
within fifteen days, good and sufficient security, as reasonably determine
MichCon, of a continuing nature and in an amount equal to such amounts
which would be due. Shipper shall be deemed to be creditworthy if it has m
a prepaid account deposit each month over a six consecutive month period,
provided, however, that if such Shipper has a late payment in any subsequent
month, it is no longer creditworthy and must again comply with the foregoing.



MPSC Case No. U-14754

Exhibit DOM-39

U-14754
DOMC-1.1/1

ASATT: # 21

**ANTRIM GAS TRANSPORTATION AND
TREATING SERVICE AGREEMENT**

**ANTRIM GAS TRANSPORTATION AND
TREATING SERVICE AGREEMENT**

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SCHEDULE OF EXHIBITS

<u>EXHIBIT</u>	<u>SUBJECT</u>
A.	RECEIPT POINTS
B.	DELIVERY POINTS
C.	GENERAL TERMS & CONDITIONS
	I. Service Requests
	II. Nominations, Scheduling and Allocations
	III. Paper Pooling
	IV. Imbalances
	V. Measurement
	VI. Quality Specifications
	VII. Diversion of Gas

**MICHIGAN CONSOLIDATED GAS COMPANY
ANTRIM GAS TRANSPORTATION AND
TREATING SERVICE AGREEMENT**

THIS AGREEMENT is entered into as of this day of 1995, by and between WPS ENERGY SERVICES, INC. ("Shipper"), having an office at 2670 South Ashland Ave. , Suite 203, Green Bay, Wisconsin 54304 and MICHIGAN CONSOLIDATED GAS COMPANY ("MichCon"), having its principal offices at 500 Griswold, Detroit, Michigan 48226.

RECITALS

WHEREAS Shipper has requested MichCon to transport and treat Antrim Gas on Shipper's behalf; and

WHEREAS MichCon is willing to provide the requested transportation service and treating service subject to the terms and conditions contained in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises, agreements and undertakings in this Agreement, Shipper and MichCon agree as follows:

ARTICLE I

DEFINITIONS

- 1.1. "Antrim Gas" or "Gas" means natural gas produced from the Antrim shale formation.
- 1.2. "Antrim Header System" means the pipeline expansion project as filed by MichCon in the Michigan Public Service Commission Case No. U-10547, which includes (i) the utilization of MichCon's Northern Michigan Wet Header production and gathering system for purposes of providing transportation, and (ii) transportation on the MichCon laterals.

- 1.3. CO₂ means carbon dioxide.
- 1.4. "Commission" or "MPSC" means the Michigan Public Service Commission.
- 1.5. "Cubic Foot of Gas" means that quantity of Gas which occupies one cubic foot at a temperature of 60 degrees Fahrenheit and at a pressure of 14.65 Psia.
- 1.6. "Day" means a period of 24 consecutive hours beginning at 8 o'clock A.M. Eastern Time of one calendar day and ending at 8 o'clock Eastern Time on the next following calendar day. The reference date for any day shall be that of its beginning.
- 1.7. "Delivery Point(s)" means the points set forth on Exhibit B, attached hereto, at which MichCon shall redeliver Equivalent Quantities of Antrim Gas to Shipper.
- 1.8. "Equivalent Quantity(ies)" means the quantity of Gas received from Shipper at the Receipt Point(s), less any amount withheld by MichCon for Pipeline Loss and/or Plant Shrinkage.
- 1.9. "Gas Transportation Charge" means the transportation rate set by the MPSC for the Antrim Expansion Project in MPSC Case No. U-10547. Currently \$0.075/Mcf, the Gas Transportation Charge will be increased to \$0.09/Mcf on the in-service date of the Kalkaska-Woolfolk Pipeline.
- 1.10. "Gas Transportation Service" means transportation service by MichCon on the Antrim Header System for Shipper on a daily basis pursuant to the terms and conditions set forth in this Agreement.
- 1.11. "Gas Treating Charge" means the rate for Gas Treating Service, which is \$0.11 per Mcf.

- 1.12. "Gas Treating Service" means the treating or blending of Shipper's Gas stream to ensure that the Gas redelivered by MichCon meets, at a minimum, the quality specifications at the Delivery Point(s).
- 1.13. "In-Service Date" means the date on which the Antrim Header System is operational, constructed, placed in service, and providing Gas Transportation Service and Gas Treating Service to Shipper on a continuous basis.
- 1.14. "Lateral Charge" means the rate for transportation gas on MichCon's laterals set forth in MichCon's transportation rate schedules on file with the Commission and as may be revised from time to time.
- 1.15. "Mcf" means 1,000 Cubic Feet of Gas.
- 1.16. "Month" means the period commencing at 8 o'clock A.M. Eastern Time on the first calendar Day of a calendar month and extending until 8 o'clock A.M. Eastern Time on the first Day of the next following calendar month.
- 1.17. "Pipeline Loss" means the 0.5% of all Nominated, Authorized and Unauthorized Overrun Quantities provided to MichCon by Shipper for loss of Gas on the Antrim Header System.
- 1.18. "Plant Shrinkage" means the combined gas stream loss associated with CO₂ removal and the fuel actually used each Month at all the CO₂ treating plant(s) on the Antrim Header System.
- 1.19. "Prime Rate" means the rate announced by NBD Bank (or its successor) from time to time as its prime commercial lending rate, or if the prime rate is discontinued, the rate

announced from time to time as that being charged to its most creditworthy commercial borrowers for 90 Day unsecured loans.

- 1.20. "Receipt Point(s)" means the points set forth on Exhibit A, attached hereto, at which Shipper may deliver Antrim Gas to MichCon.

ARTICLE II

DEDICATION OF RESERVES

2.1 Before any Antrim Gas is transported and treated on a firm basis pursuant to this Agreement, the party who owns or controls the acreage from which the gas is produced shall commit, by a Letter of Dedication, all previously undedicated Antrim reserves which it owns and controls and which can be reasonably serviced by the Antrim Header System. Antrim Gas which is produced from after acquired or controlled acreage must also first be committed to the Antrim Header System by a Letter of Dedication before it will be transported and treated on a firm basis. Such dedications must be made on a form provided or approved by MichCon. MichCon may refuse firm service for any Antrim Gas which has not been committed as provided for above.

ARTICLE III

TERM

3.1 All terms and conditions of this Agreement are effective on the In-Service Date of the Antrim Header System, and shall continue for an initial period of ten (10) years and may be extended on a year to year basis at Shipper's election until dedicated reserves are depleted. MichCon shall provide Shipper written notice of the In-Service Date. Shipper shall provide written notice at least 90 days prior to the commencement to any such yearly extension.

ARTICLE IV

GAS TRANSPORTATION AND TREATING SERVICES

4.1 Shipper shall deliver or cause to be delivered to MichCon at the Receipt Points Antrim Gas for Gas Transportation Service and Gas Treating Service up to a maximum daily quantity ("MDQ") of 1900 Mcf. MichCon shall provide Gas Transportation Service and Gas Treating Services for Shipper or for the account of Shipper and shall redeliver an Equivalent Quantity of natural gas at the Delivery Points nominated pursuant to this Agreement. Gas Transportation Service shall be provided in accordance with Exhibit C, Section I.A.

4.2 MichCon shall allocate Plant Shrinkage proportionately among all Shippers who have quantities of Gas treated during the Month. This proportional allocation of Plant Shrinkage will be based on the level of CO₂ in each Shipper's Gas as MichCon determines by Gas analysis performed at least every 90 Days and the Shipper's quantity of Antrim Gas that is delivered into the Antrim Header System during any Month. Plant Shrinkage will be calculated and withheld from the quantity of Gas that is redelivered for the account of Shipper at each Delivery Point.

4.3 MichCon may also retain Pipeline Loss. Provided, however, that if the Delivery Point for Shipper's Gas is into MichCon's transmission and distribution pipeline system, then the Pipeline Loss shall be borne by MichCon or the downstream shipper. Pipeline Loss will be calculated and withheld from the quantity of Gas that is redelivered for the account of Shipper at each Delivery Point.

4.4 The CO₂ treating plants at which Shipper's Antrim Gas will receive Gas Treating Service under this Agreement, will be operated on a run time of at least 94% of full capacity in any calendar year, inclusive of time allowed for shut downs due to scheduled and routine repairs and maintenance. In the event that the percentage of CO₂ treating plant run time is less than 94% of full

capacity for any calendar year and, as a result, Shipper cannot get Gas to market because its untreated Gas would not be received, transported or exchanged by a designated downstream pipeline, then for each one percent deficiency below 94%, MichCon shall pay Shipper \$0.01 per Mcf of Gas that cannot reach its intended market. The provisions of Article XVI shall control over this Section 4.4.

4.5 In the event that the run time of the CO₂ treating plants is less than 94% in any calendar year as specified in Section 4.4 above, and Shipper cannot get its Gas to market because its untreated Gas would not be received, transported or exchanged by a designated downstream pipeline, and MichCon has not corrected the problem within 90 Days, except for reasons of force majeure, then Shipper may, by giving MichCon 30 Days prior written notice, cancel the Gas Treating Service portion of this Agreement for all Gas quantities so affected. After such time, MichCon will bill Shipper only for Gas Transportation Service.

ARTICLE V

RATES

5.1 Shipper shall pay MichCon a Monthly amount for transportation as follows:

5.1.1 A Monthly Customer Administrative Charge of \$300.

5.1.2 A basic charge equal to the sum of (i) the quantities of Gas received by MichCon and transported for or on behalf of Shipper during the Month, multiplied by the Gas Transportation Charge, plus (ii) the quantities of Gas Treated for or on behalf of Shipper during the Month, multiplied by the Gas Treating Charge.

5.1.3 A charge for transportation on MichCon's laterals equal to the quantities of Gas transported on MichCon's laterals, multiplied by the Lateral Charge.

5.1.4 An Overrun Charge, for any amounts that exceed Shipper's MDQ on any Day: ("Unauthorized Overrun Gas"), equal to the sum of \$3.00 per Mcf multiplied by such Unauthorized Overrun Gas; provided, however, no Overrun Charge will be charged under the following circumstances

- a. in any Month where Shipper, after meeting the criteria set forth in 5.1.5 delivers Gas in excess of its MDQ ("Authorized Overrun Gas");
 - b. in any Month where the daily quantities in excess of the MDQ averages no more than five percent above (i) the MDQ or (ii) the MDQ plus any Authorized Overrun Gas; or
 - c. in circumstances where Gas delivered in excess of the MDQ occurred temporarily for less than a 24-hour period and resulted from an inadvertent surge or increase of Gas from Shipper's facilities due to equipment failure.
- However, only one such failure will be allowed during any calendar Month.

5.1.5 Shipper may deliver to MichCon Authorized Overrun Gas if any of the following criterion is met:

- a. Shipper has obtained MichCon's written permission to flow gas in excess of Shipper's MDQ prior to submitting a nomination;
- b. Shipper has notified MichCon by EBB 24 hours prior to the deadline for submitting a nomination of its intent to submit a nomination to deliver Gas in excess of Shipper's MDQ. Such intent shall be clearly identified on the request. Unless Shipper receives notification of MichCon's denial of Shipper's request for Authorized Overrun Gas by EBB by the nomination deadline, then Shipper

has authorization to deliver gas in excess of its MDQ up to the amount indicated in the EBB transmittal to MichCon. This approval shall be good only for one Month at a time.

- c. Permission to flow Authorized Overrun Gas will be granted unless MichCon's Antrim Header System is transporting firm gas at full capacity.

5.1.6 If MichCon is not able to transport Shipper's nominated quantity up to Shipper's MDQ due to Unauthorized Overrun Gas on the system, Shipper shall receive, on a calendar year quarterly basis, its proportionate share of 80% of the actual funds MichCon collects as Overrun Charges from all Shippers. Shipper's proportionate share will be an amount equal to Shipper's quantity of Gas, up to its MDQ, that did not flow during the calendar quarter as a result of Unauthorized Overrun Gas divided by the total quantity of Gas that did not flow on the Antrim Header System because of Unauthorized Overrun Gas during the calendar quarter.

5.2 Eighty percent (80%) of all Overrun Charges as collected in Section 5.1.3, net of those Overrun Charges disbursed to other Shippers in Section 5.1.5, shall be disbursed on an annual basis, to the Michigan Oil & Gas Association for Antrim gas research.

5.3 All charges set forth in this Article V, except the Monthly Customer Administrative Charge, will be applied to quantities in units of Mcf delivered at the Receipt Point as measured in accordance with the terms of Exhibit C, Section V.

ARTICLE VI

NOMINATIONS, DELIVERIES

6.1 Shipper must nominate all quantities of Gas that will be transported pursuant to this Agreement and as further detailed in Exhibit D, Section 11.

ARTICLE VII

RECEIPT POINT(S)

7.1 Shipper shall deliver or cause to be delivered Antrim Gas at the Receipt Point(s). All Gas delivered to MichCon must meet the quality specification set out in Exhibit C, Section vi.

7.2 MichCon, at its sole option, may refuse to accept Gas at any Receipt Point(s) that is not subject to an executed Receipt Point Agreement between MichCon or its designee and Wolverine Gas and Oil Company, Inc., the party responsible for the Receipt Point.

ARTICLE VIII

DELIVERY POINT(S)

8.1 For all Antrim Gas delivered by Shipper to MichCon at the Receipt Points, MichCon shall redeliver to Shipper, or for the account of Shipper, Equivalent Quantities of Gas at the Delivery Point(s).

ARTICLE IX

DISPOSITION OF GAS

9.1 Because of the inability of MichCon and Shipper to maintain precise control over the rate of flow and quantities of Gas to be received and delivered, the parties shall exercise reasonable efforts to keep Gas receipts and deliveries in balance. Subject to the limitations contained in this

section, MichCon will use Electronic Gas Measurement (EGM) for any Receipt Point under this Agreement. In the case of new Receipt Points, that is Receipt Points installed after the In-Service Date, MichCon will install EGM pursuant to its then prevailing Receipt Point program on all new interconnects. As to existing Receipt Points, that is Receipt Points installed prior to the In-Service Date, MichCon shall retrofit existing Receipt Points with EGM only in those cases where a Receipt Point owner requests such a retrofit in writing and agrees to pay any costs associated with the retrofit. However, if MichCon determines that retrofitting Receipt Points with EGM is necessary for the efficient operation of the Antrim Header System, then MichCon may mandate installation of EGM at such points and the associated costs will be borne by the Receipt Point holder.

9.2 MichCon may commingle Gas delivered under this Agreement with Gas owned by MichCon and/or transported by MichCon for others if the resulting commingled gas stream meets the Delivery Point quality specifications in Exhibit C or any quality specifications subsequently authorized by the MPSC.

ARTICLE X

POSSESSION AND RESPONSIBILITY

10.1 As between MichCon and Shipper, Shipper is deemed to be in exclusive control and possession of the Gas transported hereunder and responsible for any damage or injury caused thereby until it is delivered by Shipper to MichCon at the Receipt Point(s) and after it is redelivered to Shipper by MichCon at the Delivery Point(s). MichCon is deemed to be in exclusive control and possession of the Gas and responsible for any damage or injury caused thereby (i) after it is delivered by Shipper to MichCon, or for Shipper's account, at the Receipt Point(s), (ii) before it is redelivered by MichCon to

Shipper at the Delivery Point(s), and (iii) when it is at the respective Receipt Point(s) and Delivery Point(s).

ARTICLE XI

DELIVERY PRESSURE

11.1 MichCon has no obligation to receive Antrim Gas at Receipt Points from Shipper unless such Gas is delivered at MichCon's prevailing line pressure, but not to exceed its maximum allowable operating pressure (MAOP). Shipper has no obligation to receive quantities of Antrim Gas, or cause quantities of Antrim Gas to be received by a third party transporter under this Agreement, unless such gas is delivered at pressures set forth in Exhibit B for each Delivery Point.

ARTICLE XII

WARRANTY OF RIGHT TO DELIVER

12.1 Shipper warrants that at the time of delivery it will have the right to deliver the Gas to MichCon at the Receipt Point(s) and that it shall indemnify, defend, and save MichCon harmless from suits, actions, debts, accounts, damages, costs, losses and expenses arising from or out of adverse claims of any and all persons to the gas or to royalties, taxes, license fees or charges thereon.

ARTICLE XIII

TAXES

13.1 Shipper shall pay all taxes, tariffs, and duties however designated, levied, or charged resulting from services provided under this Agreement, including, without limitation, all state and local privilege or excise taxes, and any amount in lieu of such taxes, tariffs and duties paid or payable by MichCon, exclusive however of taxes based on the net income of MichCon, property taxes, and MichCon's single business taxes. Shipper shall reimburse MichCon for any such taxes, tariffs and

duties which are collected and remitted or paid on Shipper's behalf by MichCon because of Shipper's failure to pay. MichCon or its Vendors shall not be entitled to Internal Revenue Code-Section 29 tax credits on any Gas under this Agreement.

ARTICLE XIV

BILLING AND PAYMENT

14.1 On or before the twentieth Day of each calendar Month, MichCon will render a statement and supporting documentation to Shipper based on the applicable charges set forth in Section 5.1 for the previous calendar Month. Shipper shall tender payment to MichCon for the amount billed in the statement on or before the later of (i) the 25th Day of the Month in which the statement was received or (ii) ten (10) Days after receipt of the statement. All payments must be made to MichCon at the location designated in Section 18.3.

14.2 The statements rendered pursuant to this Agreement will be denominated in U.S. Dollars (\$U.S.), and all payments must be made in \$U.S.

14.3 Shipper has the right at all reasonable times to examine the books, records and charts of MichCon to the extent necessary to verify the accuracy of any statement, charge or computation made under or pursuant to any provisions of this Agreement.

14.4 Shipper shall notify MichCon of any disputed amount in any statement, so that reasonable efforts may be made to resolve the dispute as quickly as possible.

14.5 If Shipper fails to pay any amount in any statement rendered by MichCon that is not in dispute when such amount is due, unless otherwise agreed by Shipper and MichCon, interest will accrue on the unpaid, undisputed amount at a rate equal to the Prime Rate from the due date until the date of payment.

14.6 If either MichCon or Shipper discovers any error or inaccuracy in invoices, statements, billings, payment, calculations or determinations under this Agreement, then proper adjustment and correction thereof will be made as promptly as practicable. If errors or inaccuracies are not identified by either Shipper or MichCon and reported to the other party within thirty-six (36) Months from the date of such invoices, statements, billings, payments, calculations, or determinations, the same are deemed conclusively to be correct.

14.7 MichCon is not required to continue to provide Gas Transportation or Treating Service under this Agreement if Shipper is or has become insolvent and is not paying the undisputed portion of its bills to MichCon. Shipper may continue to receive Gas Transportation and Treating Service if Shipper deposits with MichCon and maintains, on prepaid account, an amount equal to amounts which would be due for three Months service at the full MDQ; or furnishes, within 15 Days, good and sufficient security, as reasonably determined by MichCon, of a continuing nature and in an amount equal to such amounts which would be due. The obligation to maintain a deposit will terminate if Shipper has made a prepaid account deposit each Month over six consecutive Months, but if Shipper has a late payment in any subsequent Month, it must again comply with the foregoing.

ARTICLE XV

NON-WAIVER OF FUTURE DEFAULTS

15.1 No waiver by either party of any one or more defaults by the other in the performance of any provision of this Agreement will operate or be construed as a waiver of any future default or defaults, whether of a like or a different character.

particulars of the same in writing or by telecopy to the other party as soon as possible after the occurrence relied on.

ARTICLE XVII

LAWS, ORDERS, RULES AND REGULATIONS

17.1 The performance by the parties of their obligations set forth in this Agreement shall be subject to all valid and applicable laws, orders, rules and regulations of any duly constituted authority having jurisdiction.

17.2 Authority for Gas Transportation Service under this Agreement is provided pursuant to 1929 PA 9, as amended (Act 9); MCL 483.101 et seq.

17.3 Gas Transportation Service provided by MichCon under this Agreement, if in interstate commerce, is subject to the provisions of Subpart C, Part 284 of the regulations of the Federal Energy Regulatory Commission.

17.4 THIS AGREEMENT IS GOVERNED BY THE LAW OF THE STATE OF MICHIGAN. It is agreed that any and all litigation related to this Agreement must be brought in either a state or federal court located in Wayne County, Michigan, and each party, for purposes of any such litigation, submits to the exclusive jurisdiction and venue of that court.

ARTICLE XVIII

NOTICE

18.1 Unless otherwise provided herein, all notices given hereunder by one party to the other shall be sent to the addresses provided below by registered mail, overnight mail or by facsimile transmission and shall be effective upon receipt thereof. However, routine communications, including

monthly statements, will be considered as duly delivered when mailed by either registered, overnight or ordinary mail.

SHIPPER:

WPS Energy Services, Inc.
2670 South Ashland Ave.
Suite 203
Green Bay, Wisconsin 54304
Attn: John A. Kilsdonk
Phone Number: (414) 496-9000
Telecopy: (414) 496-9399

MICHCON:

Michigan Consolidated Gas Company
500 Griswold
Detroit, Michigan 48226
Attn: Transportation and Storage Services
Phone Number: (313) 256-5487
Telecopy: (313) 256-6416

18.2 Each party may, by prior written notice to the other, change its address or addresses given above at any time.

18.2.1 Wolverine Gas And Oil Company, Inc. shall act as the operator on behalf of Shipper under this Agreement and shall be responsible for daily operations, including nominations for receipts and deliveries with MichCon. All notices to Shipper regarding such daily operations will be posted on MichCon's Electronic Bulletin Board. Shipper shall notify MichCon if there is any change in the party acting as operator, in writing within 30 days.

18.3 Payments to MichCon shall be made by check for the account of MichCon at the following location, which may be changed by MichCon providing notice to Shipper in writing:

Michigan Consolidated Gas Company
500 Griswold
Detroit, Michigan 48226
Attn: Transportation and Storage Services
Phone Number: (313) 256-5487
Telecopy: (313) 256-6416

ARTICLE XIX

MISCELLANEOUS PROVISIONS

19.1 Assignment: Shipper or MichCon may not broker, assign, convey or transfer its interests, rights and obligations under this Agreement without the prior written consent of the other party, which shall not be unreasonably withheld. Either Shipper or MichCon may, however, without relieving itself of its obligations, assign any of its rights and obligations hereunder to a corporation with which it is affiliated at the time of such assignment, provided that such assignment does not materially change the duty of the other party, or increase the burden or risk imposed on the other party under this Agreement, or impair the other party's entitlement to performance.

19.2 Reorganization: Any company which succeeds by purchase, merger, or consolidation to the properties, substantially as an entirety, of Shipper or of MichCon, as the case may be, will be entitled to the rights and will be subject to the obligations of its predecessor in title under this Agreement.

19.3 Successors and Assigns: This Agreement will be binding upon and enure to the benefit of the parties and their respective successors and permitted assigns.

19.4 Headings: The headings used throughout this Agreement are inserted for convenience of reference only and are not be considered or taken into account in construing the terms or provisions

hereof nor are they to be deemed in any way to qualify, modify or explain the effect of any such provisions or terms.

19.5 Gender, Number and Internal References : Unless the context otherwise requires, words importing the singular include the plural and vice versa, and words importing gender include all genders. The words "herein", "hereunder" and words of similar import refer to the entirety of this Agreement and not only to the section in which such use occurs.

19.6 Entirety: This Agreement and Exhibits A, B, and C constitute the entire agreement between MichCon and Shipper concerning the subject matter hereof. Any prior understandings, representations, promises, undertakings, agreements 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.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in counterparts, each of which is an original and all of which are identical, as of the day and year first above written.

MICHIGAN CONSOLIDATED GAS COMPANY

By: Carl Crosby 11/9/95
(Date)

Title: Senior Vice President

WPS ENERGY SERVICES, INC.

By: John A. Thibault 10-3-95
(Date)

Title: Vice President

EXHIBIT A
RECEIPT POINTS

<u>Facility Name</u>	<u>Location</u>	<u>Meter Number</u>	<u>MDQ</u>
Ant. Marstrand	NW NW SW 27-31N-1W	440011	1900

EXHIBIT B
DELIVERY POINTS

<u>Facility Name</u>	<u>Location</u>	<u>Pressure (psig)</u>	<u>MDQ</u>
MichCon 30" T & D Line	Outlet Kalkaska Gas Plant	950	295
Consumers Power 12" T & D Lines	Goose Creek	960	190
Consumers Power 2- 12" T & D Lines	Inlet Kalkaska Gas Plant	600	190
ANR 24" Transmission Line	S. Chester Treating Plant	1040	75
ANR 36" Storage Line	Outline Kalkaska Gas Plant	950	150
Great Lakes 36" Transmission Line or alternate points per ANR guarantee	ANR-Deward or alternate Interconnect	950	50
Great Lakes 36" Transmission Line	South Hayes Twp.	970	100

EXHIBIT C

ANTRIM GAS TRANSPORTATION AND TREATING SERVICES AGREEMENT

- I. Service Requests
- II. Nominations, Scheduling and Allocations
- III. Paper Pooling
- IV. Imbalances
- V. Measurement
- VI. Quality Specifications
- VII. Diversion of Gas

I. SERVICE REQUESTS

- A. Transportation Service provided pursuant to this Agreement will be offered on a firm basis until 100% of the capacity of the Antrim Header System is subscribed. Thereafter, service will be offered on an interruptible basis. MichCon may provide service on an interruptible basis only to the extent capacity exceeds its firm commitments.
- B. In order to allocate capacity on the Antrim Header System, MichCon will accept requests for Gas Transportation Service prior to the In-Service Date from Shippers who provide MichCon with a completed, fully executed Antrim Header Service Request Form providing such information as the form may require.
- C. If there is more requested capacity than capacity available, then all requests will be filled by prorating the total system capacity among shippers with dedicated reserves

- A. Nominations must be made via MichCon's Electronic Bulletin Board. Shipper shall include for each nomination the daily quantities of Gas that it desires MichCon to treat and transport during each Month from each Receipt Point and the daily quantities that Shipper desires MichCon to redeliver at each Delivery Point. Shipper shall also identify the quantity it intends to deliver to each downstream shipper by name, by downstream contract number for interstate deliveries, and the order of priority in the event MichCon must make adjustments pursuant to allocations below. The sum of the quantities nominated at all Receipt Points hereunder may not exceed the aggregate MDQ as specified in this Agreement, unless by Authorized Overrun Service.
- B. Initial Monthly Nominations: Each Shipper shall submit a nomination at least five (5) working Days prior to the first Day of each Month in which Gas will be transported and treated to MichCon's Transportation and Exchange Department.
- C. Nomination Changes after the beginning of the Month: Shipper shall give MichCon's Gas Control Department at least twenty-four (24) hours notice prior to any proposed change of a daily nomination to be effective for the next Day. MichCon shall waive such notice upon request if, in its view, the Antrim Header System operating conditions permit such waiver. Shipper will be allowed to change the order of priority of receipts and deliveries by providing twenty-four (24) hour notice.
- D. MichCon will confirm each nomination or change of nomination and promptly notify each Shipper of its failure to confirm any nomination hereunder.

- E. Shipper may designate in writing an agent to nominate and schedule Gas Transportation Service on Shipper's behalf. Such designation must be in writing. An agent may provide nomination(s) for multiple Shippers. Shipper shall indemnify and save MichCon harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses arising in any way from Shipper's agent's actions on behalf of Shipper, provided, however, that such indemnification will not excuse MichCon from liability for actions taken when MichCon is acting as Shipper's agent.
- F. Hourly Variation. Shipper shall maintain uniform hourly rates at all Receipt Points thereunder to the extent practicable.
- G. Delivery of Gas. MichCon shall make daily delivery of Equivalent Quantities of gas, at each Delivery Point that Shipper nominates, provided, however, that Shipper does not have the right to take delivery of gas for quantities it has not nominated and delivered to MichCon at Receipt Point(s).
- H. Scheduling and Allocation of Capacity. There are four service levels: Firm Service, Authorized Overrun Gas ("AGO"), Unauthorized Overrun Gas ("USG"), and Interruptible Service. For each Day, MichCon will schedule receipts and deliveries of gas on the basis of Shippers' confirmed nominations pursuant to the following:
- i. If the Antrim Header System is not at full capacity due to the transportation of shippers' firm MDQ, then excess capacity will exist such that MichCon is able to receive (a) AOG nominations in excess of a Shipper's MDQ, or (b) Interruptible Service nominations;

- ii. UOG shall occur when a Shipper exceeds its MDQ and fails to comply with the criteria set forth in Section 5.1.5 of the Agreement;
- iii. Firm Service, AOG, or Interruptible Service will be curtailed on a pro rata basis within each service category; however, any AOG is subordinate to Firm Service and shall be curtailed if any other Firm Shipper(s) wish to nominate up to their MDQ; and further provided that any Interruptible Service is subordinated to AOG and shall be curtailed if a Firm Shipper wishes to use AOG;
- iv. MichCon may allocate Receipt Point capacity, if required, pro rata by confirmed nominations up to the Firm MDQ at each Receipt Point;
- v. MichCon may allocate Antrim Header System capacity, if required, pro rata by confirmed nominations up to the Firm MDQ;
- vi. MichCon shall allocate Delivery Point capacity, if required, pursuant to each Shipper's Antrim transportation priority (Firm, AOG, or Interruptible) up to the MDQ at each Delivery Point. If allocation of Delivery Point capacity is required among Shippers with firm transportation priority, then such allocation will be based on each Shipper's instructions to MichCon;
- vii. In the event that Shipper is transporting UOG and MichCon determines that it will curtail such UOG, then MichCon may identify any volumes by Points of Receipt as the volumes that must be curtailed in order to bring Shipper into compliance with its MDQ.

I. Accounting for Receipts and Deliveries.

i. Following each Month, MichCon will forward to Shipper a report, either written or by Electronic Bulletin Board, which contains the Monthly Plant Shrinkage, any Pipeline Loss and each Shipper's quantities.

ii. Allocation of Deliveries.

All deliveries will be allocated throughout the Month based on confirmed nominations at each Delivery Point. Delivery Point quantity allocations will be reconciled at the end of each calendar Month.

iii. Allocation of Receipts.

Where there is more than one Shipper at a Receipt Point, then allocation of actual quantities will be made throughout the Month pro rata, based on Shipper's confirmed nominations for each such Receipt Point. Receipt Point quantities will be reconciled at the end of each calendar Month.

iv. Electronic Information

MichCon will operate its allocation procedures using electronic information available at Receipt Point(s) and/or Delivery Point(s). If such electronic information is not available on any Day, then MichCon will assume that receipts and/or deliveries are equal to nominations, provided, however, that MichCon will adjust such assumed receipts and/or deliveries to actual receipts and/or deliveries as soon as is reasonably practicable after the actual

information becomes available. Any such prior period adjustments will not cause a penalty upon Shipper hereunder.

III. PAPER POOLING

- A. Once MichCon has allocated gas pursuant to this Agreement, then any over deliveries or under deliveries by Shipper at one Receipt or Delivery Point may be offset by underdeliveries or overdeliveries by Shipper at another Receipt or Delivery Point, respectively ("Paper Pooling"). Such netting will be used by MichCon for determining any imbalance penalties under this Agreement.
- B. Paper Pooling does not relieve Shipper from its obligation to make valid nominations or its obligation for gas imbalances under the terms of this Agreement.

IV. MONTHLY IMBALANCES

- A. At the end of each Month, MichCon will provide each Shipper with a gas imbalance statement either via EBB or written copy. Shipper will be afforded the opportunity to make up the imbalance during the subsequent Month, subject to IV.B below.
- B. If at end of any Month a Shipper's net imbalance, after paper pooling, exceeds its confirmed nomination by a tolerance of 10% or greater, i.e., a net overdelivery, then Shipper will incur an imbalance penalty of 10¢ per Mcf for the amount of the imbalance in excess of the 10% tolerance. Such penalty will apply to any gas imbalance not resolved by the end of the Month following the service Month in which an imbalance is incurred and for each Month thereafter until the imbalance is resolved.

- C. If upon termination of this Agreement, Shipper has not caused to be delivered to MichCon at the Receipt Points, quantities of gas that are equal to those that Shipper has taken at the Delivery Point(s), plus those quantities retained by MichCon as compensation for Plant Loss and Plant Shrinkage, the term of this Agreement will be extended for a period of up to 60 Days during which time Shipper shall cause the deficient quantity to be delivered to MichCon pursuant to this Agreement at a mutually agreeable daily rate of delivery. Should Shipper fail to correct this imbalance within the 60 Day period, Shipper shall pay MichCon, as liquidated damages, an amount equal to 110% of the currently effective Gas Cost Recovery Factor (pursuant to MichCon's Rules, Regulations and Rate Schedules on file with the Michigan Public Service Commission) for any remaining deficient quantities.
- D. If upon termination of this Agreement, Shipper has delivered to MichCon at the Point(s) of Receipt, quantities of gas that are in excess of those that Shipper has taken at the Point(s) of Delivery, plus those quantities retained by MichCon as compensation for Plant Loss and Plant Shrinkage, the term of this Agreement may be extended at Shipper's option, for a period of up to 60 Days, during which time Shipper will receive the excess quantities from MichCon pursuant to this Agreement at a mutually agreeable daily rate of receipt. Should MichCon fail to correct this imbalance within the 60 Day period, MichCon shall pay Shipper, as liquidated damages, an amount equal to 110% of the currently effective Gas Cost Recovery Factor (pursuant to MichCon's

Rules, Regulations and Rate Schedules on file with the Michigan Public Service Commission) for any remaining deficient quantities.

V. MEASUREMENT AND MEASUREMENT EQUIPMENT

A. Measurement

- i. The unit of volume for the purpose of measurement shall be one thousand cubic feet of gas at a temperature base of sixty degrees (60°) Fahrenheit and a pressure base of 14.65 pounds per square inch absolute (psia).
- ii. The average atmosphere (barometer) pressure at each point of receipt and each point of delivery shall be assumed to be fourteen and four-tenths (14.4) pounds per square inch, irrespective of the actual location or elevation above sea level of the Delivery Point or of any variation in actual atmospheric pressure from time to time.
- iii. The flowing temperature of the gas(es) shall be determined by means of an instrument of standard manufacture accepted in the industry for this purpose.
- iv. The supercompressibility factor used in computing the volume of gas delivered through an orifice meter shall be determined in a manner consistent with the method contained in the American Gas Association "Manual for the Determination of Supercompressibility Factors for Natural Gas (AGA Report No. 8)" as such publication may be revised from time to time.
- v. The specific gravity of the gas used in computing the volume of gas delivered shall be determined at intervals of not more than ninety (90) Days by means of

an instrument(s) of standard manufacture accepted in the industry for this purpose using a sample of gas, or a representative sample of gas, of the gas stream flowing to the Receipt or Delivery Points.

- vi. The compressibility ratio factors "s" used in computing the volume of gas delivered through a turbine meter or a positive displacement meter shall be determined by the equation $s = (F_{pv})^2$, in which "Fpv" is the supercompressibility factor determined as described in Subsection iv hereof.
- vii. In determining the flow temperature factor, supercompressibility factor, and compressibility ratio factor "s" for use in computing the volume of gas delivered through a meter, the flowing gas temperature for only the period(s) of time of that gas was flowing through the meter shall be used.

B. Measurement Equipment

- i. The volume of gas delivered at the Receipt or Delivery Point(s) shall be measured by utilizing one of the following, as mutually agreed to between MichCon and Shipper:
 - (a) An orifice meter designed, installed, maintained and operated as recommended in the latest issue of American National Standard ANSI/API 2530 (American Gas Association Gas Measurement Report No. 3), entitled "Orifice Metering of Natural Gas and Other Related Hydrocarbon Fluids", as such publication may be revised from time to time (hereinafter referred to as

"AGA Report No. 3") (revisions will be incorporated within a reasonable time period); or

(b) A turbine meter designed, installed, maintained and operated as recommended in the latest issue of American Gas Association Transmission Measurement Committee Report No. 7 entitled "Measurement of Fuel Gas by Turbine Meters", as such publication may be revised from time to time (hereinafter referred to as "AGA Report No. 7" (revisions will be incorporated within a reasonable time period); or

(c) A positive displacement meter installed and operated in accordance with generally accepted industry practices.

The construction and installation of the metering facilities shall be in accordance with the recommendations and specifications set forth by the reports specified in Section i(a) hereof or by the meter manufacturer specified in Section i(b) hereof.

- ii. Any auxiliary measuring equipment, if utilized, shall be installed, maintained and operated in accordance with generally accepted industry practices. Chromatographs calculating the heating value (Btu) of the gas shall be programmed having the Gas Processors Associated (GPA) Standard 2145 Table of Paraffin Hydrocarbons and Other Components of Natural Gas.
- iii. The volume of gas delivered at each Receipt or Delivery Point shall be calculated by means of an electronic flow computer located at, or by the

processing of meter charts recorded at, each Receipt or Delivery Point. The calculation or processing, in either case, shall be performed in the following manner:

(a) When the measuring equipment is an orifice meter, the flow of gas through the meter shall be computed in the manner recommended in AGA Report No. 3, properly using all factors set forth therein.

(b) When the measuring equipment is a turbine meter, the volume of gas delivered through the meter shall be computed in the manner recommended in AGA Report No. 7, properly using all facts set forth therein.

(c) When the measuring equipment is a positive displacement meter, the volume of gas delivered through the meter shall be computed by properly applying, to the volume delivered at flowing gas pressures and temperatures, correction factors for (1) absolute static pressure, (2) flowing gas temperature, (3) compressibility ratio and (4) specific gravity.

iv. The operator, for purposes of this subsection, shall be MichCon, or such other person as the parties may agree in writing. All flow, measuring, testing and related equipment shall be of standard manufacture, and type approved by MichCon. Shipper may install check measuring equipment, provided that such equipment shall be installed so as not to interfere with the operations of MichCon. Shipper, in the presence of MichCon, if applicable shall have access to measuring equipment at all reasonable times, but the reading, calibrating and

adjusting thereof and the changing of charts, if any, shall be done by MichCon. Shipper shall have the right to be present at the time of the installing, reading, cleaning, changing, repairing, inspecting, testing, calibrating or adjusting done by MichCon. The records from such measuring equipment shall remain the property of MichCon, but upon request, Shipper may request record, including charts, if any, together with calculations therefrom for inspection, subject to return within ten (10) working Days after receipt thereof or extended by mutual agreement. Reasonable care shall be exercised in the installation, maintenance and operation of the measuring equipment to avoid any inaccuracy in the determination of the volume of gas received and delivered. The accuracy of all measuring equipment shall be verified by MichCon at intervals of not more than three (3) Months for orifice meters and six (6) Months for turbine and positive displacement meters, and if requested, in the presence of representatives of the Shipper, but neither MichCon nor Shipper shall be required to verify the accuracy of such equipment more frequently than once in any thirty (30) Day period. However, if an electronic measurement system is utilized, its components shall be calibrated at least once every ninety (90) Days pursuant to Section viii below. If MichCon agrees to verification and testing of measuring equipment and fails to perform the verification and testing, then Shipper shall have the right to cease or temporarily discontinue Gas Transportation and Treating Service under this Agreement relative to such

measuring equipment. If either party at any time desires a special test of any measuring equipment, it will promptly notify the other party and the parties shall then cooperate to secure a prompt verification of the accuracy of the equipment. The expense of any special test shall be borne by the party requesting it if the measuring equipment is found to be in error by not more than 2% for manual equipment or for EGM equipment the percentage cited in viii(a). If, upon any test, any measuring equipment is found to be in error, such errors shall be taken into account in a practical manner in computing the deliveries. If the resultant aggregate error in the computed receipts or deliveries is not more than 2% for chart records or pursuant to viii(a) for EGM equipment, then previous receipts or deliveries shall be considered accurate. All equipment shall, in any case, be adjusted at the time of testing to record correctly. If, however, the resultant aggregate error in computing receipts or deliveries exceeds 2 % for chart records or pursuant to viii(a) for EGM equipment, at a recording corresponding to the average hourly rate of gas flow rate for the period since the last preceding test; the previous recordings of such equipment shall be corrected to zero error for any period that is known definitely or agreed upon, but in case the period is not known definitely, or agreed upon, the correction shall be for the period extending over one-half of the time elapsed since the date of the last test.

- v. In the event any measuring equipment is out of service, or is found registering inaccurately, previous recordings of receipts or deliveries through such equipment shall be corrected using the following procedures:
- (a) by using the registration of any check meter or meters, if installed and accurately registering, or in the absence of (a);
 - (b) by correcting the error if the percentage of error is ascertainable by calibration, special test or mathematical calculation, or in the absence of both (a) and (b) then;
 - (c) by estimating the quantity of receipt or delivery based on receipts or deliveries during preceding periods under similar conditions when the meter was registering accurately.
- The correction period shall not exceed twelve (12) Months from the most recent test.
- vi. If at any time during the term of service a new method or technique is developed with respect to gas measurement or the determination of the factors used in gas measurement, the new method or technique may be substituted upon mutual agreement by both parties.
- vii. The parties agree to preserve for a period of at least two (2) years or such longer period as may be required by public authority, all test data, charts, and other similar records.
- viii. Electronic Gas Measurement (EGM) Technical Requirements

(a) Accuracy: The meter system should use instruments that will provide an overall measurement accuracy of + or - 0.5% of flow, taking into account all the sources of error, including calibrated span of instruments, linearity, hysteresis, repeatability, ambient temperature, stability, vibration, and power supply fluctuation. Generally, this accuracy can be achieved only by the use of high accuracy smart transmitters with a published accuracy of $\pm 0.1\%$. If the EGM is a retrofit to replace existing mechanical chart recorders, an overall accuracy of $\pm 1.0\%$ of flow will be acceptable. This accuracy can generally be achieved by utilizing transmitters with a published accuracy of $\pm 0.25\%$.

Differential Pressure Transmitters shall be of a type that selfcompensate for static pressure effect or manufacturer's published compensation factor shall be programmed into the flow computer (RTU).

All instruments should operate on a temperature range of 30 degrees Fahrenheit to + 120 degrees Fahrenheit and a non-condensing relative humidity range of 0 to 95%. The unit must be able to withstand mechanical shock of at least 1 G and Shipper will to be held responsible for any accidental damage to the equipment as a result of mechanical shock of over 1 G.

(b) Computation: The flow computer of the meter system shall as a minimum perform flow calculation per AGA-3, AGA-7, and AGA-8 requirements. As the aforementioned calculation methods are revised from time to time, new releases shall be implemented within twelve Months from the release data.

All other methods of computation must be approved by both Shipper and MichCon. All measured variables for differential pressure, static pressure, and temperature shall be sampled at least once per second. All volume calculations shall be made at least once per second.

Calculation of supercompressibility shall occur at least once every 30 seconds.

- (c) **Data Security:** The flow computer must have password protection before data can be accessed or any parameters be changed. The computer must have a log of all changes made to the configuration.
- (d) **Safety:** The EGM system must meet standards for Class I, Division 2, Group D installations.
- (e) **Power:** The flow computer (RTU) and the related hardware should run on re-chargeable batteries. These batteries can be charged by either 120VAC, 24VDC or solar panels. For previously installed equipment, the battery capacity shall not be less than eight (8) hours. For future EGM installation, the battery capacity shall be at least twenty-four (24) hours when fully charged.
- (f) **Local Display:** Shipper shall be provided with capability to monitor volume information being recorded by measurement system on an ongoing basis with either RTU display or transmitters with local display.

(g) Calibration: All equipment used for EGM shall be tested and calibrated every 90 Days, or in accordance with the requirements of the agency(ies) having jurisdiction, or in accordance with contractual agreements, whichever of these requirements are more stringent. All test and calibration equipment shall be certified to 0.1% accuracy and traceable back to an NGS primary standard. All test and calibration equipment shall be re-certified by a third party at least annually. In addition, MichCon shall perform such inspections and test of the accuracy of the equipment used in the EGM system calibrations. A copy of any inspection, test of certification report, whether performed monthly or annually by MichCon or an outside third party, shall be made available to Shipper personnel upon written request. MichCon shall provide Shipper with documentation on the tests and inspection and the annual certification planned for the equipment used to calibrate the EGM equipment. Calibration equipment must satisfy all applicable safety codes for the location in which it is being used, or the area must be checked and confirmed as gas free (less than 5 % LEL) prior to and during use.

A full loop (end device through RTU) test/calibration is required on all ANALOG inputs. Any adjustments to or calibration of the equipment shall be documented and kept as part of the audit trail.

Provisions shall be made for Shipper to tap into meter run with an electronic transmitter for periodic calibration comparison, provided, however, any such tap shall be done with permission from MichCon and shall not interfere with MichCon's measurement operations at that point.

The flow computer and/or RTU shall freeze the analog transmitter values during transmitter calibration and orifice plate removal and use the frozen values for the flow computation during calibration and orifice plate removal and re-installation. (h) Audit: The following information must be kept for a minimum of two (2) years following the calendar year of production, unless required by contract to be kept longer or by the applicable, valid requirements of any governmental bodies having or asserting jurisdiction:

- (1) All calculated volumes, energies, and daily averages must be maintained in their original unaltered form.
- (2) Any changes to the data to correct for inaccuracies must be fully documented, including assumptions and factors used in calculating the adjustment.
- (3) All event logs, alarm logs, test/calibration reports, gas analyses, preventive maintenance documentation, or any other document containing EGM related data.

All audit information will be available to Shipper personnel during normal business hours, upon request.

VI. GAS QUALITY SPECIFICATIONS

Unless prior approval is obtained from MichCon, all Gas received and delivered under the terms of this Agreement must conform to the following specifications:

- (a) The Gas must be commercially free from dust, gum, gum-forming constituents, and all other solid and liquid matters which may interfere with its merchantability or cause injury to or interfere with proper operation of the pipelines, regulators, meters or other appliances through which it flows;
- (b) The Gas may not contain anything which might adversely affect the safe and efficient operation of MichCon's downstream facilities;
- (c) The water content of the Gas may not exceed 7 pounds per million cubic feet, however, every reasonable effort must be made to keep the water content at or below 5 pounds per million cubic feet;
- (d) The Gas may not contain oxygen. Shipper is responsible for insuring that its operator maintains its equipment to insure the gas is free of oxygen;
- (e) At each Delivery Point the carbon dioxide content of the Gas may not exceed two (2%) mole percent; at any Receipt Point, the carbon dioxide content of the Gas may not exceed 25 mole percent, provided, however, that Shipper's aggregate Receipt Point gas hereunder may not exceed 14 mole percent;
- (f) The Gas may not contain more than 1/4 grain of hydrogen sulfide per 100 cubic feet;
- (g) The Gas may not contain more than 1/2 grain of mercaptan sulfur per 100 cubic

feet;

(h) The gas may not contain more than 5 grains of total sulfur per 100 cubic feet, including the sulfur in any hydrogen sulfide, mercaptan, sulfides and residual sulfur.

(i) The Gas redelivered at each Delivery Point must have a total heating value Per cubic foot of not less than 950 British thermal units at a base pressure of 14.65 pounds per square inch at 60 degrees fahrenheit on a dry basis or as further provided in the downstream pipelines' tariff; the Gas at each Receipt Point must have a total heating value per cubic foot of not less than 730 British thermal units at a base pressure of 14.65 pounds per square inch at 60 degree fahrenheit on a dry basis; however, Shipper's aggregate Receipt Point Gas must have a total heating value per cubic foot of not less than 834 British thermal units.

(j) In the event the Gas delivered by Shipper at the Receipt Point(s) fails at any time to meet these quality specifications, MichCon shall notify Shipper of such deficiency and thereupon may, at its option, refuse to accept deliveries pending correction. Upon demonstration acceptable to MichCon that the Gas being tendered for delivery meets these quality specifications or that Shipper has arranged for the necessary treatment, processing or other action required for the Gas to meet these quality specifications, MichCon shall commence or resume, as the case may be, taking delivery of Gas.

(k) Shipper agrees to indemnify and hold MichCon harmless for any and all liability resulting from MichCon's movement of Gas received by Shipper which fails to meet the specifications hereunder and which have not been waived in writing, including contamination or damage to other Gas being transported.

VII. DIVERSION OF GAS.

The Antrim Header System is a stand-alone system for the CO₂ treating and transportation of Antrim Gas. This Antrim Header System has no direct end user or distribution markets, but rather interconnects with (i) Michigan Consolidated Gas Company, (ii) ANR Pipeline Company, (iii) Great Lakes Gas Transmission and (iv) Consumers Power Company ("Four Pipelines"), that do have direct markets. The parties recognize that the Antrim Header System is thus not subject to diversion of gas. However, when Antrim Header System gas is delivered into each of the Four Pipelines, then such gas is subject to the diversion rules that apply to each such pipeline.

MPSC Case No. U-14754

Exhibit DOM-40

U-14754
DOMC-1.1/1

ASATT: AL

NAME CHANGE:
PATTON

**ANTRIM GAS TRANSPORTATION AND
TREATING SERVICE AGREEMENT**

**ANTRIM GAS TRANSPORTATION AND
TREATING SERVICE AGREEMENT**

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SCHEDULE OF EXHIBITS

<u>EXHIBIT</u>	<u>SUBJECT</u>
A.	RECEIPT POINTS
B.	DELIVERY POINTS
C.	GENERAL TERMS & CONDITIONS
	I. Service Request
	II. Nominations, Scheduling and Allocations
	III. Paper Pooling
	IV. Imbalances
	V. Measurement
	VI. Quality Specifications
	VII. Diversion of Gas
	VIII. Electronic Bulletin Board

**MICHIGAN CONSOLIDATED GAS COMPANY
ANTRIM GAS TRANSPORTATION AND
TREATING SERVICE AGREEMENT**

THIS AGREEMENT is entered into as of this day of 1995, by and between ("Shipper"), having an office at 132 N. Otsego, Gaylord, MI 49735 and MICHIGAN CONSOLIDATED GAS COMPANY ("MichCon"), having its principal offices at 500 Griswold, Detroit, Michigan 48226.

RECITALS

WHEREAS Shipper has requested MichCon to transport and treat Antrim Gas on Shipper's behalf; and

WHEREAS MichCon is willing to provide the requested transportation service and treating service subject to the terms and conditions contained in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises, agreements and undertakings in this Agreement, Shipper and MichCon agree as follows:

ARTICLE I

DEFINITIONS

- 1.1. "Antrim Gas" or "Gas" means natural gas produced from the Antrim shale formation.
- 1.2. "Antrim Header System" means the pipeline expansion project as filed by MichCon in the Michigan Public Service Commission Case No. U-10547, which includes (i) the

utilization of MichCon's Northern Michigan Wet Header production and gathering system for purposes of providing transportation, and (ii) transportation on the MichCon laterals.

- 1.3. CO₂ means carbon dioxide.
- 1.4. "Commission" or "MPSC" means the Michigan Public Service Commission.
- 1.5. "Cubic Foot of Gas" means that quantity of Gas which occupies one cubic foot at a temperature of 60 degrees Fahrenheit and at a pressure of 14.65 Psia.
- 1.6. "Day" means a period of 24 consecutive hours beginning at 8 o'clock A.M. Eastern Time of one calendar day and ending at 8 o'clock Eastern Time on the next following calendar day. The reference date for any day shall be that of its beginning.
- 1.7. "Delivery Point(s)" means the points set forth on Exhibit B, attached hereto, at which MichCon shall redeliver Equivalent Quantities of Antrim Gas to Shipper.
- 1.8. "Equivalent Quantity(ies)" means the quantity of Gas received from Shipper at the Receipt Point(s), less any amount withheld by MichCon for Pipeline Loss and/or Plant Shrinkage.
- 1.9. "Gas Transportation Charge" means the transportation rate set by the MPSC for the Antrim Expansion Project in MPSC Case No. U-10547. Currently \$0.075/Mcf, the Gas Transportation Charge, will be increased to \$0.09/Mcf on the in-service date of the Kalkaska-Woolfolk Pipeline.
- 1.10. "Gas Transportation Service" means transportation service by MichCon on the Antrim Header System for Shipper on a daily basis pursuant to the terms and conditions set forth in this Agreement.

- 1.11. "Gas Treating Charge" means the rate for Gas Treating Service, which is 11¢ per Mcf.
- 1.12. "Gas Treating Service" means the treating or blending of Shipper's Gas stream to ensure that the Gas redelivered by MichCon meets, at a minimum, the quality specifications at the Delivery Point(s).
- 1.13. "In-Service Date" means the date on which the Antrim Header System is operational, constructed, placed in service, and providing Gas Transportation Service and Gas Treating Service to Shipper on a continuous basis.
- 1.14. "Lateral Charge" means the rate for transportation gas on MichCon's laterals set forth in MichCon's transportation rate schedules on file with the Commission and as may be revised from time to time.
- 1.15. "Mcf" means 1,000 Cubic Feet of Gas.
- 1.16. "Month" means the period commencing at 8 o'clock A.M. Eastern Time on the first calendar Day of a calendar month and extending until 8 o'clock A.M. Eastern Time on the first Day of the next following calendar month.
- 1.17. "Pipeline Loss" means the 0.5% of all Nominated, Authorized and Unauthorized Overrun Quantities provided to MichCon by Shipper for loss of Gas on the Antrim Header System.
- 1.18. "Plant Shrinkage" means the combined gas stream loss associated with CO₂ removal and the fuel actually used each Month at all the CO₂ treating plant(s) on the Antrim Header System.
- 1.19. "Prime Rate" means the rate announced by NBD Bank (or its successor) from time to time as its prime commercial lending rate, or if the prime rate is discontinued, the rate

announced from time to time as that being charged to its most creditworthy commercial borrowers for 90 Day unsecured loans.

- 1.20. "Receipt Point(s)" means the points set forth on Exhibit A, attached hereto, at which Shipper may deliver Antrim Gas to MichCon.

ARTICLE II

DEDICATION OF RESERVES

2.1 Before any Antrim Gas is transported and treated on a firm basis pursuant to this Agreement, the party who owns or controls the acreage from which the gas is produced shall commit, by a Letter of Dedication, all previously undedicated Antrim reserves which it owns and controls and which can be reasonably serviced by the Antrim Header System. Antrim Gas which is produced from after acquired or controlled acreage must also first be committed to the Antrim Header System by a Letter of Dedication before it will be transported and treated on a firm basis. Such dedications must be made on a form provided or approved by MichCon. MichCon may refuse firm service for any Antrim Gas which has not been committed as provided for above.

ARTICLE III

TERM

3.1 All terms and conditions of this Agreement are effective on the In-Service Date of the Antrim Header System, and will terminate ten (10) years later unless terminated earlier pursuant to this Agreement. MichCon shall provide Shipper written notice of the In-Service Date.

ARTICLE IV

GAS TRANSPORTATION AND TREATING SERVICES

4.1 Shipper shall deliver or cause to be delivered to MichCon at the Receipt Points Antrim Gas for Gas Transportation Service and Gas Treating Service up to a maximum daily quantity ("MDQ") of Mcf. MichCon shall provide Gas Transportation Service and Gas Treating Services for Shipper or for the account of Shipper and shall redeliver an Equivalent Quantity of natural gas at the Delivery Points nominated pursuant to this Agreement. Gas Transportation Service shall be provided in accordance with Exhibit D, Section I.A.

4.2 MichCon shall allocate Plant Shrinkage proportionately among all Shippers who have quantities of Gas treated during the Month. This proportional allocation of Plant Shrinkage will be based on the level of CO₂ in each Shipper's Gas as MichCon determines by Gas analysis performed at least every 90 Days and the Shipper's quantity of Antrim Gas that is delivered into the Antrim Header System during any Month. Plant Shrinkage will be calculated and withheld from the quantity of Gas that is redelivered for the account of Shipper at each Delivery Point.

4.3 MichCon may also retain Pipeline Loss. Provided, however, that if the Delivery Point for Shipper's Gas is into MichCon's transmission and distribution pipeline system, then the Pipeline Loss shall be borne by MichCon or the downstream shipper. Pipeline Loss will be calculated and withheld from the quantity of Gas that is redelivered for the account of Shipper at each Delivery Point.

4.4 The CO₂ treating plants at which Shipper's Antrim Gas will receive Gas Treating Service under this Agreement, will be operated on a run time of at least 94% of full capacity in any calendar year, inclusive of time allowed for shut downs due to scheduled and routine repairs and maintenance. In the event that the percentage of CO₂ treating plant run time is less than 94% of full

capacity for any calendar year and, as a result, Shipper cannot get Gas to market because its untreated Gas would not be received, transported or exchanged by a designated downstream pipeline, then for each one percent deficiency below 94%, MichCon shall pay Shipper \$0.01 per Mcf of Gas that cannot reach its intended market. The provisions of Article XVI shall control over this Section 4.4.

4.5 In the event that the run time of the CO₂ treating plants is less than 94% in any calendar year as specified in Section 5.4 above, and Shipper cannot get its Gas to market because its untreated Gas would not be received, transported or exchanged by a designated downstream pipeline, and MichCon has not corrected the problem within 90 Days, except for reasons of force majeure, then Shipper may, by giving MichCon 30 Days prior written notice, cancel the Gas Treating Service portion of this Agreement for all Gas quantities so affected. After such time, MichCon will bill Shipper only for Gas Transportation Service.

ARTICLE V

RATES

5.1 Shipper shall pay MichCon a Monthly amount for transportation as follows:

5.1.1 A Monthly Customer Administrative Charge of \$300.

5.1.2 A basic charge equal to the sum of (i) the quantities of Gas received by MichCon and transported for or on behalf of Shipper during the Month, multiplied by the Gas Transportation Charge, plus (ii) the quantities of Gas Treated for or on behalf of Shipper during the Month, multiplied by the Gas Treating Charge.

5.1.3 A charge for transportation on MichCon's laterals equal to the quantities of Gas transported on MichCon's laterals, multiplied by the Lateral Charge.

5.1.4 An Overrun Charge, for any amounts that exceed Shipper's MDQ on any Day ("Unauthorized Overrun Gas"), equal to the sum of \$3.00 per Mcf multiplied by such Unauthorized Overrun Gas; provided, however, no Overrun Charge will be charged under the following circumstances:

- a. in any Month where Shipper, after meeting the criteria set forth in 5.1.5 delivers Gas in excess of its MDQ ("Authorized Overrun Gas");
- b. in any Month where the daily quantities in excess of the MDQ averages no more than five percent above (i) the MDQ or (ii) the MDQ plus any Authorized Overrun Gas; or
- c. in circumstances where Gas delivered in excess of the MDQ occurred temporarily for less than a 24-hour period and resulted from an inadvertent surge or increase of Gas from Shipper's facilities due to equipment failure. However, only one such failure will be allowed during any calendar Month.

5.1.4 Shipper may deliver to MichCon Authorized Overrun Gas if any of the following criterion is met:

- a. Shipper has obtained MichCon's written permission to flow gas in excess of Shipper's MDQ prior to submitting a nomination;
- b. Shipper has notified MichCon by EBB 24 hours prior to the deadline for submitting a nomination of its intent to submit a nomination to deliver Gas in excess of Shipper's MDQ. Such intent shall be clearly identified on the request. Unless Shipper receives notification of MichCon's denial of Shipper's request for Authorized Overrun Gas by

6.1 Shipper must nominate all quantities of Gas that will be transported pursuant to this Agreement and as further detailed in Exhibit D, Section 11.

ARTICLE VII

RECEIPT POINT(S)

7.1 Shipper shall deliver or cause to be delivered Antrim Gas at the Receipt Point(s). All Gas delivered to MichCon must meet the quality specification set out in Exhibit D, Section vi.

7.2 MichCon, at its sole option, may refuse to accept Gas at any Receipt Point(s) that is not subject to an executed Receipt Point Agreement between MichCon or its designee and the party responsible for the Receipt Point.

ARTICLE VIII

DELIVERY POINT(S)

8.1 For all Antrim Gas delivered by Shipper to MichCon at the Receipt Points, MichCon shall redeliver to Shipper, or for the account of Shipper, Equivalent Quantities of Gas at the Delivery Point(s).

ARTICLE IX

DISPOSITION OF GAS

9.1 Because of the inability of MichCon and Shipper to maintain precise control over the rate of flow and quantities of Gas to be received and delivered, the parties shall exercise reasonable efforts to keep Gas receipts and deliveries in balance. Subject to the limitations contained in this section, MichCon will use Electronic Gas Measurement (EGM) for any Receipt Point under this Agreement. In the case of new Receipt Points, that is Receipt Points installed after the In-Service

Date, MichCon will install EGM pursuant to its then prevailing Receipt Point program on all new interconnects. As to existing Receipt Points, that is Receipt Points installed prior to the In-Service Date, MichCon shall retrofit existing Receipt Points with EGM only in those cases where a Receipt Point owner requests such a retrofit in writing and agrees to pay any costs associated with the retrofit. However, if MichCon determines that retrofitting Receipt Points with EGM is necessary for the efficient operation of the Antrim Header System, then MichCon may mandate installation of EGM at such points and the associated costs will be borne by the Receipt Point holder.

9.2 MichCon may commingle Gas delivered under this Agreement with Gas owned by MichCon and/or transported by MichCon for others if the resulting commingled gas stream meets the Delivery Point quality specifications in Exhibit D or any qualify specifications subsequently authorized by the MPSC.

ARTICLE X

POSSESSION AND RESPONSIBILITY

10.1 As between MichCon and Shipper, Shipper is deemed to be in exclusive control and possession of the Gas transported hereunder and responsible for any damage or injury caused thereby until it is delivered by Shipper to MichCon at the Receipt Point(s) and after it is redelivered to Shipper by MichCon at the Delivery Point(s). MichCon is deemed to be in exclusive control and possession of the Gas and responsible for any damage or injury caused thereby (i) after it is delivered by Shipper to MichCon, or for Shipper's account, at the Receipt Point(s), (ii) before it is redelivered by MichCon to Shipper at the Delivery Point(s), and (iii) when it is at the respective Receipt Point(s) and Delivery Point(s).

ARTICLE XI

DELIVERY PRESSURE

11.1 MichCon has no obligation to receive Antrim Gas at Receipt Points from Shipper unless such Gas is delivered at MichCon's prevailing line pressure, but not to exceed its maximum allowable operating pressure (MAOP). Shipper has no obligation to receive quantities of Antrim Gas, or cause quantities of Antrim Gas to be received by a third party transporter under this Agreement, unless such gas is delivered at pressures set forth in Exhibit B for each Delivery Point.

ARTICLE XII

WARRANTY OF RIGHT TO DELIVER

12.1 Shipper warrants that at the time of delivery it will have the right to deliver the Gas to MichCon at the Receipt Point(s) and that it shall indemnify, defend, and save MichCon harmless from suits, actions, debts, accounts, damages, costs, losses and expenses arising from or out of adverse claims of any and all persons to the gas or to royalties, taxes, license fees or charges thereon.

ARTICLE XIII

TAXES

12.1 Shipper shall pay all taxes, tariffs, and duties however designated, levied, or charged resulting from services provided under this Agreement, including, without limitation, all state and local privilege or excise taxes, and any amount in lieu of such taxes, tariffs and duties paid or payable by MichCon, exclusive however of taxes based on the net income of MichCon, property taxes, and MichCon's single business taxes. Shipper shall reimburse MichCon for any such taxes, tariffs and duties which are collected and remitted or paid on Shipper's behalf by MichCon because of Shipper's

failure to pay. MichCon or its Vendors shall not be entitled to Internal Revenue Code-Section 29 tax credits on any Gas under this Agreement.

ARTICLE XIV

BILLING AND PAYMENT

14.1 On or before the twentieth Day of each calendar Month, MichCon will render a statement and supporting documentation to Shipper based on the applicable charges set forth in Section 5.1 for the previous calendar Month. Shipper shall tender payment to MichCon for the amount billed in the statement on or before the later of (i) the 25th Day of the Month in which the statement was received or (ii) ten (10) Days after receipt of the statement. All payments must be made by wire transfer to MichCon at the location designated in Section 18.3.

14.2 The statements rendered pursuant to this Agreement will be denominated in U.S. Dollars (\$U.S.), and all payments must be made in \$U.S.

14.3 Shipper has the right at all reasonable times to examine the books, records and charts of MichCon to the extent necessary to verify the accuracy of any statement, charge or computation made under or pursuant to any provisions of this Agreement.

14.4 Shipper shall notify MichCon of any disputed amount in any statement, so that reasonable efforts may be made to resolve the dispute as quickly as possible.

14.5 If Shipper fails to pay any amount in any statement rendered by MichCon that is not in dispute when such amount is due, unless otherwise agreed by Shipper and MichCon, interest will accrue on the unpaid, undisputed amount at a rate equal to the Prime Rate from the due date until the date of payment.

14.6 If either MichCon or Shipper discovers any error or inaccuracy in invoices, statements, billings, payment, calculations or determinations under this Agreement, then proper adjustment and correction thereof will be made as promptly as practicable. If errors or inaccuracies are not identified by either Shipper or MichCon and reported to the other party within thirty-six (36) Months from the date of such invoices, statements, billings, payments, calculations, or determinations, the same are deemed conclusively to be correct.

14.7 MichCon is not required to continue to provide Gas Transportation or Treating Service under this Agreement if Shipper is or has become insolvent and is not paying the undisputed portion of its bills to MichCon. Shipper may continue to receive Gas Transportation and Treating Service if Shipper deposits with MichCon and maintains, on prepaid account, an amount equal to amounts which would be due for three Months service at the full MDQ; or furnishes, within 15 Days, good and sufficient security, as reasonably determined by MichCon, of a continuing nature and in an amount equal to such amounts which would be due. The obligation to maintain a deposit will terminate if Shipper has made a prepaid account deposit each Month over six consecutive Months, but if Shipper has a late payment in any subsequent Month, it must again comply with the foregoing.

ARTICLE XV

NON-WAIVER OF FUTURE DEFAULTS

15.1 No waiver by either party of any one or more defaults by the other in the performance of any provision of this Agreement will operate or be construed as a waiver of any future default or defaults, whether of a like or a different character.

ARTICLE XVI

FORCE MAJEURE

16.1 Neither Shipper nor MichCon will be liable in damages, or in any other remedy, legal or equitable, to the other for failure to perform obligations under this Agreement due to any force majeure event, which is defined as any act, omission or circumstances occasioned by or in consequence of any acts of God, strikes, lockouts, acts of the public enemy, wars, sabotage, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests, restraints of rulers and peoples, civil disturbances, explosions, breakage or accident to machinery, lines of pipe, wells, flowlines, production facilities of related equipment, or CO₂ treating plants or the necessity to make unscheduled shutdowns (for purposes of necessary maintenance, repairs, tests, or alterations to machinery, lines of pipe or CO₂ treating plants), well or line freezeups, the binding order of any court or governmental authority which has been resisted in good faith by all reasonable legal means, or any other cause, whether of the kind herein enumerated, or otherwise, not within the control of the party claiming force majeure and which by the exercise of due diligence such party is unable to prevent or overcome. A failure to settle or prevent any strike or other controversy with employees or with anyone purporting or seeking to represent employees shall not be considered to be a matter within the control of the party claiming force majeure.

16.2 Any force majeure event affecting the performance of this Agreement by either party, however, will not relieve such party of liability (i) in the event of its continuing negligence; (ii) in the event of its failure to use due diligence to remedy the event of force majeure and to remove the cause of such force majeure in an adequate manner and with all reasonable dispatch or (iii) from its obligations to make payments of amounts then due thereunder,

unless such party gives notice and full particulars of the same in writing or by telecopy to the other party as soon as possible after the occurrence relied on.

ARTICLE XVII

LAWS, ORDERS, RULES AND REGULATIONS

17.1 The performance by the parties of their obligations set forth in this Agreement shall be subject to all valid and applicable laws, orders, rules and regulations of any duly constituted authority having jurisdiction.

17.2 Authority for Gas Transportation Service under this Agreement is provided pursuant to 1929 PA 9, as amended (Act 9); MCL 483.101 et seq.

17.3 Gas Transportation Service provided by MichCon under this Agreement, if in interstate commerce, is subject to the provisions of Subpart C, Part 284 of the regulations of the Federal Energy Regulatory Commission.

17.4 THIS AGREEMENT IS GOVERNED BY THE LAW OF THE STATE OF MICHIGAN. It is agreed that any and all litigation related to this Agreement must be brought in either a state or federal court located in Wayne County, Michigan, and each party, for purposes of any such litigation, submits to the exclusive jurisdiction and venue of that court.

ARTICLE XVIII

NOTICE

18.1 Unless otherwise provided herein, all notices given hereunder by one party to the other shall be sent to the addresses provided below by registered mail, overnight mail or by facsimile transmission and shall be effective upon receipt thereof. However, routine communications, including

monthly statements, will be considered as duly delivered when mailed by either registered, overnight or ordinary mail.

SHIPPER:

Attn:
Telecopy:

MICHCON:

Michigan Consolidated Gas Company
500 Griswold
Detroit, Michigan 48226
Attn: Gas Supply Services
Telecopy: (313) 256-6416

18.2 Each party may, by prior written notice to the other, change its address or addresses given above at any time.

18.3 Payments to MichCon shall be made by wire transfer for the account of MichCon at the following location, which may be changed by MichCon providing notice to Shipper in writing:

NBD Bank
ABA # 072000326
Paid to the Order of:
Michigan Consolidated Gas Company
Account # 498523

ARTICLE XIX

MISCELLANEOUS PROVISIONS

19.1 **Assignment:** Shipper or MichCon may not broker, assign, convey or transfer its interests, rights and obligations under this Agreement without the prior written consent of the other party, which shall not be unreasonably withheld. Either Shipper or MichCon may, however, without

relieving itself of its obligations, assign any of its rights and obligations hereunder to a corporation with which it is affiliated at the time of such assignment, provided that such assignment does not materially change the duty of the other party, or increase the burden or risk imposed on the other party under this Agreement, or impair the other party's entitlement to performance.

19.2 Reorganization: Any company which succeeds by purchase, merger, or consolidation to the properties, substantially as an entirety, of Shipper or of MichCon, as the case may be, will be entitled to the rights and will be subject to the obligations of its predecessor in title under this Agreement.

19.3 Successors and Assigns: This Agreement will be binding upon and enure to the benefit of the parties and their respective successors and permitted assigns.

19.4 Headings: The headings used throughout this Agreement are inserted for convenience of reference only and are not be considered or taken into account in construing the terms or provisions hereof nor are they to be deemed in any way to qualify, modify or explain the effect of any such provisions or terms.

19.5 Gender, Number and Internal References : Unless the context otherwise requires, words importing the singular include the plural and vice versa, and words importing gender include all genders. The words "herein", "hereunder" and words of similar import refer to the entirety of this Agreement and not only to the section in which such use occurs.

19.6 Entirety: This Agreement and Exhibits A, B, and C constitute the entire agreement between MichCon and Shipper concerning the subject matter hereof. Any prior understandings, representations, promises, undertakings, agreements 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.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in counterparts, each of which is an original and all of which are identical, as of the day and year first above written.

MICHIGAN CONSOLIDATED GAS COMPANY

By: Carl Crosby (Date)

Title: Senior Vice President

Devonian Energy, Inc.
By: Scott D. Lampert (Date)

Title: President

EXHIBIT A
Receipt Points

<u>Facility Name</u>	<u>Location</u>	<u>Meter Number</u>	<u>MDO</u>
Big Lake North Antrim; N. Chester 8	NW NE NE, SEc. 8 T30N-R2W Otsego County,	44776	2,000

EXHIBIT B
Delivery Points

Facility Name

Location

Pressure (psig) MDO

EXHIBIT C

ANTRIM GAS TRANSPORTATION AND TREATING SERVICES AGREEMENT

- I. Service Request
- II. Nominations, Scheduling and Allocations
- III. Paper Pooling
- IV. Imbalances
- V. Measurement
- VI. Quality Specifications
- VII. Diversion of Gas
- VIII. Electronic Bulletin Board

I. SERVICE REQUESTS

- A. Transportation Service provided pursuant to this Agreement will be offered on a firm basis until 100% of the capacity of the Antrim Header System is subscribed.

Thereafter, service will be offered on an interruptible Basis. MichCon may provide service on an Interruptible Basis only to the extent capacity exceeds its firm commitments.
- B. In order to allocate capacity on the Antrim Header System, MichCon will accept requests for Gas Transportation Service prior to the In-Service Date from Shippers who provide MichCon with a completed, fully executed Antrim Header Service Request Form providing such information as the form may require.

- C. If there is more requested capacity than capacity available, then all requests will be filled by prorating the total system capacity among shippers with dedicated reserves received by MichCon before September 30, 1995. System capacity reallocations will be made at the end of each calendar quarter for the term of this contract.
- D. One year after the In-Service Date, if for any consecutive twelve month period, Shipper transports an amount of Gas on a daily basis that averages less than 90% of Shipper's total MDQ, then MichCon may adjust such MDQ downward to equal Shipper's daily average of transported quantities for such prior twelve Month period, unless Shipper provides MichCon with reasonable assurances that the average amount of gas that Shipper will make available for transportation within the next twelve Months shall equal or exceed Shipper's MDQ. If a Force Majeure event occurred during any of the prior twelve Months, or if Shipper's MDQ was reduced during any of the prior twelve Months due to MichCon's lack of capacity on the Antrim Header System, then such Month(s) shall be excluded and the next prior Month(s) used in its stead. Furthermore, if Shipper's transported quantities of Gas on a daily basis for a three Month period exceed Shipper's total MDQ, then Shipper may request an increase of its MDQ, and MichCon will, at the end of the calendar quarter, grant Shipper's request on pro rata basis with all other shippers' requests for MDQ increases subject to capacity restraints on the Antrim Header System.

II. NOMINATIONS, SCHEDULING and ALLOCATIONS

- A. Nominations must be made via MichCon's Electronic Bulletin Board. Shipper shall include for each nomination the daily quantities of Gas that it desires MichCon to treat and transport during each Month from each Receipt Point and the daily quantities that Shipper desires MichCon to redeliver at each Delivery Point. Shipper shall also identify the quantity it intends to deliver to each downstream shipper by name, by downstream contract number for interstate deliveries, and the order of priority in the event MichCon must make adjustments pursuant to allocations below. The sum of the quantities nominated at all Receipt Points hereunder may not exceed the aggregate MDQ as specified in this Agreement, unless by Authorized Overrun Service.
- B. Initial Monthly Nominations: Each Shipper shall submit a nomination at least five (5) working Days prior to the first Day of each Month in which Gas will be transported and treated to MichCon's Transportation and Exchange Department.
- C. Nomination Changes after the beginning of the Month: Shipper shall give MichCon's Gas Control Department at least twenty-four (24) hours notice prior to any proposed change of a daily nomination to be effective for the next Day. MichCon shall waive such notice upon request if, in its view, the Antrim Header System operating conditions permit such waiver. Shipper will be allowed to change the order of priority of receipts and deliveries by providing twenty-four (24) hour notice.

- D. MichCon will confirm each nomination or change of nomination and promptly notify each Shipper of its failure to confirm any nomination hereunder.
- E. Shipper may designate in writing an agent to nominate and schedule Gas Transportation Service on Shipper's behalf. Such designation must be in writing. An agent may provide nomination(s) for multiple Shippers. Shipper shall indemnify and save MichCon harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses arising in any way from Shipper's agent's actions on behalf of Shipper, provided, however, that such indemnification will not excuse MichCon from liability for actions taken when MichCon is acting as Shipper's agent.
- F. Hourly Variation. Shipper shall maintain uniform hourly rates at all Receipt Points thereunder to the extent practicable.
- G. Delivery of Gas. MichCon shall make daily delivery of Equivalent Quantities of gas, at each Delivery Point that Shipper nominates, provided, however, that Shipper does not have the right to take delivery of gas for quantities it has not nominated and delivered to MichCon at Receipt Point(s).
- H. Scheduling and Allocation of Capacity. There are four service levels: Firm Service, Authorized Overrun Gas ("AGO"), Unauthorized Overrun Gas ("USG"), and Interruptible Service. For each Day, MichCon will schedule receipts and deliveries of gas on the basis of Shippers' confirmed nominations pursuant to the following:

- i) If the Antrim Header System is not at full capacity due to the transportation of shippers' firm MDQ, then excess capacity will exist such that MichCon is able to receive (a) AOG nominations in excess of a Shipper's MDQ, or (b) Interruptible Service nominations;
- ii) UOG shall occur when a Shipper exceeds its MDQ and fails to comply with the criteria set forth in Section 5.1.4 of the Agreement;
- iii) Firm Service, AOG, or Interruptible Service will be curtailed on a pro rata basis within each service category; however, any AOG is subordinate to Firm Service and shall be curtailed if any other Firm Shipper(s) wish to nominate up to their MDQ; and further provided that any Interruptible Service is subordinated to AOG and shall be curtailed if a Firm Shipper wishes to use AOG;
- iv) MichCon may allocate Receipt Point capacity, if required, pro rata by confirmed nominations up to the Firm MDQ at each Receipt Point;
- v) MichCon may allocate Antrim Header System capacity, if required, pro rata by confirmed nominations up to the Firm MDQ;
- vi) MichCon shall allocate Delivery Point capacity, if required, pursuant to each Shipper's Antrim transportation priority (Firm, AOG, or Interruptible) up to the MDQ at each Delivery Point. If allocation of Delivery Point capacity is required among Shippers with firm transportation priority, then such allocation will be based on each Shipper's instructions to MichCon;
- vii) In the event that Shipper is transporting UOG and MichCon determines that it will curtail such UOG, then MichCon may identify any volumes by Points of

Receipt as the volumes that must be curtailed in order to bring Shipper into compliance with its MDQ.

I. Accounting for Receipts and Deliveries.

i. Following each Month, MichCon will forward to Shipper a report, either written or by Electronic Bulletin Board, which contains the Monthly Plant Shrinkage, any Pipeline Loss and each Shipper's quantities.

ii. Allocation of Deliveries.

All deliveries will be allocated throughout the Month based on confirmed nominations at each Delivery Point. Delivery Point quantity allocations will be reconciled at the end of each calendar Month.

iii. Allocation of Receipts.

Where there is more than one Shipper at a Receipt Point, then allocation of actual quantities will be made throughout the Month pro rata, based on Shipper's confirmed nominations for each such Receipt Point. Receipt Point quantities will be reconciled at the end of each calendar Month.

iv. Electronic Information

MichCon will operate its allocation procedures using electronic information available at Receipt Point(s) and/or Delivery Point(s). If such electronic information is not available on any Day, then MichCon will assume that receipts and/or deliveries are equal to nominations, provided, however, that MichCon will adjust such assumed receipts and/or deliveries to actual receipts and/or deliveries as soon as is reasonably

practicable after the actual information becomes available. Any such prior period adjustments will not cause a penalty upon Shipper hereunder.

III. PAPER POOLING

- A. Once MichCon has allocated gas pursuant to this Agreement, then any over deliveries or under deliveries by Shipper at one Receipt or Delivery Point may be offset by underdeliveries or overdeliveries by Shipper at another Receipt or Delivery Point, respectively ("Paper Pooling"). Such netting will be used by MichCon for determining any imbalance penalties under this Agreement.
- B. Paper Pooling does not relieve Shipper from its obligation to make valid nominations or its obligation for gas imbalances under the terms of this Agreement.

IV. MONTHLY IMBALANCES

- A. At the end of each Month, MichCon will provide each Shipper with a gas imbalance statement either via EBB or written copy. Shipper will be afforded the opportunity to make up the imbalance during the subsequent Month, subject to IV.B below.
- B. If at end of any Month a Shipper's net imbalance, after paper pooling, exceeds its confirmed nomination by a tolerance of 10% or greater, i.e., a net overdelivery, then Shipper will incur an imbalance penalty of 10¢ per Mcf for the amount of the imbalance in excess of the 10% tolerance. Such penalty will apply to any gas imbalance not resolved by the end of the Month following the service Month in which an imbalance is incurred and for each Month thereafter until the imbalance is resolved.
- C. If upon termination of this Agreement, Shipper has not caused to be delivered to MichCon at the Receipt Points, quantities of gas that are equal to those that Shipper

has taken at the Delivery Point(s), plus those quantities retained by MichCon as compensation for Plant Loss and Plant Shrinkage, the term of this Agreement will be extended for a period of up to 60 Days during which time Shipper shall cause the deficient quantity to be delivered to MichCon pursuant to this Agreement at a mutually agreeable daily rate of delivery. Should Shipper fail to correct this imbalance within the 60 Day period, Shipper shall pay MichCon, as liquidated damages, an amount equal to 110% of the currently effective Gas Cost Recovery Factor (pursuant to MichCon's Rules, Regulations and Rate Schedules on file with the Michigan Public Service Commission) for any remaining deficient quantities.

- D. If upon termination of this Agreement, Shipper has delivered to MichCon at the Point(s) of Receipt, quantities of gas that are in excess of those that Shipper has taken at the Point(s) of Delivery, plus those quantities retained by MichCon as compensation for Plant Loss and Plant Shrinkage, the term of this Agreement may be extended at Shipper's option, for a period of up to 60 Days, during which time Shipper will receive the excess quantities from MichCon pursuant to this Agreement at a mutually agreeable daily rate of receipt. Should MichCon fail to correct this imbalance within the 60 Day period, MichCon shall pay Shipper, as liquidated damages, an amount equal to 110% of the currently effective Gas Cost Recovery Factor (pursuant to MichCon's Rules, Regulations and Rate Schedules on file with the Michigan Public Service Commission) for any remaining deficient quantities.

III. MEASUREMENT AND MEASUREMENT EQUIPMENT

A. Measurement

- i) The unit of volume for the purpose of measurement shall be one thousand cubic feet of gas at a temperature base of sixty degrees (60°) Fahrenheit and a pressure base of 14.65 pounds per square inch absolute (psia).
- ii) The average atmosphere (barometer) pressure at each point of receipt and each point of delivery shall be assumed to be fourteen and four-tenths (14.4) pounds per square inch, irrespective of the actual location or elevation above sea level of the Delivery Point or of any variation in actual atmospheric pressure from time to time.
- iii) The flowing temperature of the gas(es) shall be determined by means of an instrument of standard manufacture accepted in the industry for this purpose.
- iv) The supercompressibility factor used in computing the volume of gas delivered through an orifice meter shall be determined in a manner consistent with the method contained in the American Gas Association "Manual for the Determination of Supercompressibility Factors for Natural Gas (AGA Report No. 8)" as such publication may be revised from time to time.
- v) The specific gravity of the gas used in computing the volume of gas delivered shall be determined at intervals of not more than ninety (90) Days by means of an instrument(s) of standard manufacture accepted in the industry for this purpose using a sample of gas, or a representative sample of gas, of the gas stream flowing to the Receipt or Delivery Points.

- vi) The compressibility ratio factors "s" used in computing the volume of gas delivered through a turbine meter or a positive displacement meter shall be determined by the equation $s = (F_{pv})^2$, in which "Fpv" is the supercompressibility factor determined as described in Subsection iv hereof.
- vii) In determining the flow temperature factor, supercompressibility factor, and compressibility ratio factor "s" for use in computing the volume of gas delivered through a meter, the flowing gas temperature for only the period(s) of time of that gas was flowing through the meter shall be used.

B. Measurement Equipment

- i. The volume of gas delivered at the Receipt or Delivery Point(s) shall be measured by utilizing one of the following, as mutually agreed to between MichCon and Shipper:
 - (a) An orifice meter designed, installed, maintained and operated as recommended in the latest issue of American National Standard ANSI/API 2530 (American Gas Association Gas Measurement Report No. 3), entitled "Orifice Metering of Natural Gas and Other Related Hydrocarbon Fluids", as such publication may be revised from time to time (hereinafter referred to as "AGA Report No. 3") (revisions will be incorporated within a reasonable time period); or
 - (b) A turbine meter designed, installed, maintained and operated as recommended in the latest issue of American Gas Association Transmission Measurement Committee Report No. 7 entitled "Measurement of Fuel Gas by Turbine Meters", as such

publication may be revised from time to time (hereinafter referred to as "AGA Report No. 7" (revisions will be incorporated within a reasonable time period); or

- (c) A positive displacement meter installed and operated in accordance with generally accepted industry practices.

The construction and installation of the metering facilities shall be in accordance with the recommendations and specifications set forth by the reports specified in Section i(a) hereof or by the meter manufacturer specified in Section i(b) hereof.

- ii. Any auxiliary measuring equipment, if utilized, shall be installed, maintained and operated in accordance with generally accepted industry practices.

Chromatographs calculating the heating value (Btu) of the gas shall be programmed having the Gas Processors Associated (GPA) Standard 2145 Table of Paraffin Hydrocarbons and Other Components of Natural Gas.

- iii. The volume of gas delivered at each Receipt or Delivery Point shall be calculated by means of an electronic flow computer located at, or by the processing of meter charts recorded at, each Receipt or Delivery Point. The calculation or processing, in either case, shall be performed in the following manner:

- (a) When the measuring equipment is an orifice meter, the flow of gas through the meter shall be computed in the manner recommended in AGA Report No. 3, properly using all factors set forth therein.

- (b) When the measuring equipment is a turbine meter, the volume of gas delivered through the meter shall be computed in the manner recommended in AGA Report No. 7, properly using all facts set forth therein.
 - (c) When the measuring equipment is a positive displacement meter, the volume of gas delivered through the meter shall be computed by properly applying, to the volume delivered at flowing gas pressures and temperatures, correction factors for (1) absolute static pressure, (2) flowing gas temperature, (3) compressibility ratio and (4) specific gravity.
- iv. The operator, for purposes of this subsection, shall be MichCon, or such other person as the parties may agree in writing. All flow, measuring, testing and related equipment shall be of standard manufacture, and type approved by MichCon. Shipper may install check measuring equipment, provided that such equipment shall be installed so as not to interfere with the operations of MichCon. Shipper, in the presence of MichCon, if applicable shall have access to measuring equipment at all reasonable times, but the reading, calibrating and adjusting thereof and the changing of charts, if any, shall be done by MichCon. Shipper shall have the right to be present at the time of the installing, reading, cleaning, changing, repairing, inspecting, testing, calibrating or adjusting done by MichCon. The records from such measuring equipment shall remain the property of MichCon, but upon request, Shipper may request record, including charts, if any, together with calculations therefrom for inspection, subject to return within ten (10) working Days after receipt thereof or extended by

mutual agreement. Reasonable care shall be exercised in the installation, maintenance and operation of the measuring equipment to avoid any inaccuracy in the determination of the volume of gas received and delivered.

The accuracy of all measuring equipment shall be verified by MichCon at intervals of not more than three (3) Months for orifice meters and six (6) Months for turbine and positive displacement meters, and if requested, in the presence of representatives of the Shipper, but neither MichCon nor Shipper shall be required to verify the accuracy of such equipment more frequently than once in any thirty (30) Day period. However, if an electronic measurement system is utilized, its components shall be calibrated at least once every ninety (90) Days pursuant to Section viii below. If MichCon agrees to verification and testing of measuring equipment and fails to perform the verification and testing, then Shipper shall have the right to cease or temporarily discontinue Gas Transportation and Treating Service under this Agreement relative to such measuring equipment. If either party at any time desires a special test of any measuring equipment, it will promptly notify the other party and the parties shall then cooperate to secure a prompt verification of the accuracy of the equipment. The expense of any special test shall be borne by the party requesting it if the measuring equipment is found to be in error by not more than 2% for manual equipment or for EGM equipment the percentage cited in viii(a). If, upon any test, any measuring equipment is found to be in error, such errors shall be taken into account in a practical manner in computing the

deliveries. If the resultant aggregate error in the computed receipts or deliveries is not more than 2% for chart records or pursuant to viii(a) for EGM equipment, then previous receipts or deliveries shall be considered accurate.

All equipment shall, in any case, be adjusted at the time of testing to record correctly. If, however, the resultant aggregate error in computing receipts or deliveries exceeds 2 % for chart records or pursuant to viii(a) for EGM equipment, at a recording corresponding to the average hourly rate of gas flow rate for the period since the last preceding test; the previous recordings of such equipment shall be corrected to zero error for any period that is known definitely or agreed upon, but in case the period is not known definitely, or agreed upon, the correction shall be for the period extending over one-half of the time elapsed since the date of the last test.

v. In the event any measuring equipment is out of service, or is found registering inaccurately, previous recordings of receipts or deliveries through such equipment shall be corrected using the following procedures:

- (a) by using the registration of any check meter or meters, if installed and accurately registering, or in the absence of (a);
- (b) by correcting the error if the percentage of error is ascertainable by calibration, special test or mathematical calculation, or in the absence of both (a) and (b) then;
- (c) by estimating the quantity of receipt or delivery based on receipts or deliveries during preceding periods under similar conditions when the meter was registering accurately.

The correction period shall not exceed twelve (12) Months from the most recent test.

vi. If at any time during the term of service a new method or technique is developed with respect to gas measurement or the determination of the factors used in gas measurement, the new method or technique may be substituted upon mutual agreement by both parties.

vii. The parties agree to preserve for a period of at least two (2) years or such longer period as may be required by public authority, all test data, charts, and other similar records.

viii. Electronic Gas Measurement (EGM) Technical Requirements

(a) Accuracy: The meter system should use instruments that will provide an overall measurement accuracy of + or - 0.5% of flow, taking into account all the sources of error, including calibrated span of instruments, linearity, hysteresis, repeatability, ambient temperature, stability, vibration, and power supply fluctuation. Generally, this accuracy can be achieved only by the use of high accuracy smart transmitters with a published accuracy of $\pm 0.1\%$. If the EGM is a retrofit to replace existing mechanical chart recorders, an overall accuracy of $\pm 1.0\%$ of flow will be acceptable. This accuracy can generally be achieved by utilizing transmitters with a published accuracy of $\pm 0.25\%$.

Differential Pressure Transmitters shall be of a type that selfcompensate for static pressure effect or manufacturer's published compensation factor shall be programmed into the flow computer (RTU).

All instruments should operate on a temperature range of 30 degrees Fahrenheit to + 120 degrees Fahrenheit and a non-condensing relative humidity range of 0 to 95%. The

unit must be able to withstand mechanical shock of at least 1 G and Shipper will be held responsible for any accidental damage to the equipment as a result of mechanical shock of over 1 G.

- (b) **Computation:** The flow computer of the meter system shall as a minimum perform flow calculation per AGA-3, AGA-7, and AGA-8 requirements. As the aforementioned calculation methods are revised from time to time, new releases shall be implemented within twelve Months from the release data. All other methods of computation must be approved by both Shipper and MichCon. All measured variables for differential pressure, static pressure, and temperature shall be sampled at least once per second. All volume calculations shall be made at least once per second. Calculation of supercompressibility shall occur at least once every 30 seconds.

- (c) **Data Security:** The flow computer must have password protection before data can be accessed or any parameters be changed. The computer must have a log of all changes made to the configuration.

- (d) **Safety:** The EGM system must meet standards for Class I, Division 2, Group D installations.

- (e) **Power:** The flow computer (RTU) and the related hardware should run on re-chargeable batteries. These batteries can be charged by either 120VAC, 24VDC or solar panels. For previously installed equipment, the battery capacity shall not be less than eight (8) hours. For future EGM

installation, the battery capacity shall be at least twenty-four (24) hours when fully charged.

- (f) **Local Display:** Shipper shall be provided with capability to monitor volume information being recorded by measurement system on an ongoing basis with either RTU display or transmitters with local display.
- (g) **Calibration:** All equipment used for EGM shall be tested and calibrated every 90 Days, or in accordance with the requirements of the agency(ies) having jurisdiction, or in accordance with contractual agreements, whichever of these requirements are more stringent. All test and calibration equipment shall be certified to 0.1% accuracy and traceable back to an NGS primary standard. All test and calibration equipment shall be re-certified by a third party at least annually. In addition, MichCon shall perform such inspections and test of the accuracy of the equipment used in the EGM system calibrations. A copy of any inspection, test of certification report, whether performed monthly or annually by MichCon or an outside third party, shall be made available to Shipper personnel upon written request. MichCon shall provide Shipper with documentation on the tests and inspection and the annual certification planned for the equipment used to calibrate the EGM equipment. Calibration equipment must satisfy all applicable safety codes for the location in which it is being used, or the area must be checked and confirmed as gas free (less than 5 % LEL) prior to and during use.

installation, the battery capacity shall be at least twenty-four (24) hours when fully charged.

- (f) Local Display: Shipper shall be provided with capability to monitor volume information being recorded by measurement system on an ongoing basis with either RTU display or transmitters with local display.
- (g) Calibration: All equipment used for EGM shall be tested and calibrated every 90 Days, or in accordance with the requirements of the agency(ies) having jurisdiction, or in accordance with contractual agreements, whichever of these requirements are more stringent. All test and calibration equipment shall be certified to 0.1% accuracy and traceable back to an NGS primary standard. All test and calibration equipment shall be re-certified by a third party at least annually. In addition, MichCon shall perform such inspections and test of the accuracy of the equipment used in the EGM system calibrations. A copy of any inspection, test of certification report, whether performed monthly or annually by MichCon or an outside third party, shall be made available to Shipper personnel upon written request. MichCon shall provide Shipper with documentation on the tests and inspection and the annual certification planned for the equipment used to calibrate the EGM equipment. Calibration equipment must satisfy all applicable safety codes for the location in which it is being used, or the area must be checked and confirmed as gas free (less than 5 % LEL) prior to and during use.

A full loop (end device through RTU) test/calibration is required on all ANALOG inputs. Any adjustments to or calibration of the equipment shall be documented and kept as part of the audit trail.

Provisions shall be made for Shipper to tap into meter run with an electronic transmitter for periodic calibration comparison, provided, however, any such tap shall be done with permission from MichCon and shall not interfere with MichCon's measurement operations at that point.

The flow computer and/or RTU shall freeze the analog transmitter values during transmitter calibration and orifice plate removal and use the frozen values for the flow computation during calibration and orifice plate removal and re-installation. (h) Audit: The following information must be kept for a minimum of two (2) years following the calendar year of production, unless required by contract to be kept longer or by the applicable, valid requirements of any governmental bodies having or asserting jurisdiction:

- (1) All calculated volumes, energies, and daily averages must be maintained in their original unaltered form.
- (2) Any changes to the data to correct for inaccuracies must be fully documented, including assumptions and factors used in calculating the adjustment.
- (3) All event logs, alarm logs, test/calibration reports, gas analyses, preventive maintenance documentation, or any other document containing EGM related data.

All audit information will be available to Shipper personnel during normal business hours, upon request.

VI. GAS QUALITY SPECIFICATIONS

Unless prior approval is obtained from MichCon, all Gas received and delivered under the terms of this Agreement must conform to the following specifications:

(a) The Gas must be commercially free from dust, gum, gum-forming constituents, and all other solid and liquid matters which may interfere with its merchantability or cause injury to or interfere with proper operation of the pipelines, regulators, meters or other appliances through which it flows;

(b) The Gas may not contain anything which might adversely affect the safe and efficient operation of MichCon's downstream facilities;

(c) The water content of the Gas may not exceed 7 pounds per million cubic feet, however, every reasonable effort must be made to keep the water content at or below 5 pounds per million cubic feet;

(d) The Gas may not contain oxygen. Shipper is responsible for insuring that its operator maintains its equipment to insure the gas is free of oxygen;

(e) At each Delivery Point the carbon dioxide content of the Gas may not exceed two (2%) mole percent; at any Receipt Point, the carbon dioxide content of the Gas may not exceed 25 mole percent, provided, however, that Shipper's aggregate Receipt Point gas hereunder may not exceed 14 mole percent;

(f) The Gas may not contain more than 1/4 grain of hydrogen sulfide per 100 cubic feet;

(g) The Gas may not contain more than 1/2 grain of mercaptan sulfur per 100 cubic feet;

(h) The gas may not contain more than 5 grains of total sulfur per 100 cubic feet, including the sulfur in any hydrogen sulfide, *mercaptan, sulfides and residual sulfur.

(i) The Gas redelivered at each Delivery Point must have a total heating value Per cubic foot of not less than 950 British thermal units at a base pressure of 14.65 pounds per square inch at 60 degrees fahrenheit on a dry basis or as further provided in the downstream pipelines' tariff; the Gas at each Receipt Point must have a total heating value per cubic foot of not less than 730 British thermal units at a base pressure of 14.65 pounds per square inch at 60 degree fahrenheit on a dry basis; however, Shipper's aggregate Receipt Point Gas must have a total heating value per cubic foot of not less than 834 British thermal units.

(j) In the event the Gas delivered by Shipper at the Receipt Point(s) fails at any time to meet these quality specifications, MichCon shall notify Shipper of such deficiency and thereupon may, at its option, refuse to accept deliveries pending correction. Upon demonstration acceptable to MichCon that the Gas being tendered for delivery meets these quality specifications or that Shipper has arranged for the necessary treatment, processing or other action required for the Gas to meet these quality specifications, MichCon shall commence or resume, as the case may be, taking delivery of Gas.

(k) Shipper agrees to indemnify and hold MichCon harmless for any and all liability resulting from MichCon's movement of Gas received by Shipper which fails to meet the specifications hereunder and which have not been waived in writing, including contamination or damage to other Gas being transported.

VII. DIVERSION OF GAS.

The Antrim Header System is a stand-alone system for the CO₂ treating and transportation gathering of Antrim Gas. This Antrim Header System has no direct end user or distribution markets, but rather interconnects with (i) Michigan Consolidated Gas Company, (ii) ANR Pipeline Company, (iii) Great Lakes Gas Transmission and (iv) Consumers Power Company ("Four Pipelines"), that do have direct markets. The parties recognize that the Antrim Header System is thus not subject to diversion of gas. However, when Antrim Header System gas is delivered into each of the Four Pipelines hereunder, then such gas is subject to the diversion rules that apply to each such pipeline.

MPSC Case No. U-14754

Exhibit DOM-41

U-14754
DOMC-1.1/1

ASATT: # 23
John A. Batt

**ANTRIM GAS TRANSPORTATION AND
TREATING SERVICE AGREEMENT**

**ANTRIM GAS TRANSPORTATION AND
TREATING SERVICE AGREEMENT**

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SCHEDULE OF EXHIBITS

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B.	DELIVERY POINTS
C.	GENERAL TERMS & CONDITIONS
	I. Service Requests
	II. Nominations, Scheduling and Allocations
	III. Paper Pooling
	IV. Imbalances
	V. Measurement
	VI. Quality Specifications
	VII. Diversion of Gas

**MICHIGAN CONSOLIDATED GAS COMPANY
ANTRIM GAS TRANSPORTATION AND
TREATING SERVICE AGREEMENT**

THIS AGREEMENT is entered into as of the 1st day of November 1995, by and between John A. Bott ("Shipper"), having an office at 26804 Van Dyke, Center Line, Michigan 48015-1226 and MICHIGAN CONSOLIDATED GAS COMPANY ("MichCon"), having its principal offices at 500 Griswold, Detroit, Michigan 48226.

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CC

RECITALS

WHEREAS Shipper has requested MichCon to transport and treat Antrim Gas on Shipper's behalf; and

WHEREAS MichCon is willing to provide the requested transportation service and treating service subject to the terms and conditions contained in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises, agreements and undertakings in this Agreement, Shipper and MichCon agree as follows:

ARTICLE I

DEFINITIONS

- 1.1. "Antrim Gas" or "Gas" means natural gas produced from the Antrim shale formation.
- 1.2. Antrim Header System means the pipeline expansion project as filed by MichCon in the Michigan Public Service Commission Case No. U-10547, which includes (i) the utilization of MichCon's Northern Michigan Wet Header production and gathering system for purposes of providing transportation, and (ii) transportation on the MichCon laterals.

- 1.3. CO₂ means carbon dioxide.
- 1.4. "Commission" or "MPSC" means the Michigan Public Service Commission.
- 1.5. "Cubic Foot of Gas" means that quantity of Gas which occupies one cubic foot at a temperature of 60 degrees Fahrenheit and at a pressure of 14.65 Psia.
- 1.6. "Day" means a period of 24 consecutive hours beginning at 8 o'clock A.M. Eastern Time of one calendar day and ending at 8 o'clock Eastern Time on the next following calendar day. The reference date for any day shall be that of its beginning.
- 1.7. "Delivery Point(s)" means the points set forth on Exhibit B, attached hereto, at which MichCon shall redeliver Equivalent Quantities of Antrim Gas to Shipper.
- 1.8. "Equivalent Quantity(ies)" means the quantity of Gas received from Shipper at the Receipt Point(s), less any amount withheld by MichCon for Pipeline Loss and/or Plant Shrinkage.
- 1.9. "Gas Transportation Charge" means the transportation rate set by the MPSC for the Antrim Expansion Project in MPSC Case No. U-10547. Currently \$0.075/Mcf, the Gas Transportation Charge will be increased to \$0.09/Mcf on the in-service date of the Kalkaska-Woolfolk Pipeline.
- 1.10. "Gas Transportation Service" means transportation service by MichCon on the Antrim Header System for Shipper on a daily basis pursuant to the terms and conditions set forth in this Agreement.
- 1.11. "Gas Treating Charge" means the rate for Gas Treating Service, which is \$0.11 per Mcf.

- 1.12. "Gas Treating Service" means the treating or blending of Shipper's Gas stream to ensure that the Gas redelivered by MichCon meets, at a minimum, the quality specifications at the Delivery Point(s).
- 1.13. "In-Service Date" means the date on which the Antrim Header System is operational, constructed, placed in service, and providing Gas Transportation Service and Gas Treating Service to Shipper on a continuous basis.
- 1.14. "Lateral Charge" means the rate for transportation gas on MichCon's laterals set forth in MichCon's transportation rate schedules on file with the Commission and as may be revised from time to time.
- 1.15. "Mcf" means 1,000 Cubic Feet of Gas.
- 1.16. "Month" means the period commencing at 8 o'clock A.M. Eastern Time on the first calendar Day of a calendar month and extending until 8 o'clock A.M. Eastern Time on the first Day of the next following calendar month.
- 1.17. "Pipeline Loss" means the 0.5% of all Nominated, Authorized and Unauthorized Overrun Quantities provided to MichCon by Shipper for loss of Gas on the Antrim Header System.
- 1.18. "Plant Shrinkage" means the combined gas stream loss associated with CO₂ removal and the fuel actually used each Month at all the CO₂ treating plant(s) on the Antrim Header System.
- 1.19. "Prime Rate" means the rate announced by NBD Bank (or its successor) from time to time as its prime commercial lending rate, or if the prime rate is discontinued, the rate

announced from time to time as that being charged to its most creditworthy commercial borrowers for 90 Day unsecured loans.

- 1.20. "Receipt Point(s)" means the points set forth on Exhibit A, attached hereto, at which Shipper may deliver Antrim Gas to MichCon.

ARTICLE II

DEDICATION OF RESERVES

2.1 Before any Antrim Gas is transported and treated on a firm basis pursuant to this Agreement, the party who owns or controls the acreage from which the gas is produced shall commit, by a Letter of Dedication, all previously undedicated Antrim reserves which it owns and controls and which can be reasonably serviced by the Antrim Header System. Antrim Gas which is produced from after acquired or controlled acreage must also first be committed to the Antrim Header System by a Letter of Dedication before it will be transported and treated on a firm basis. Such dedications must be made on a form provided or approved by MichCon. MichCon may refuse firm service for any Antrim Gas which has not been committed as provided for above.

ARTICLE III

TERM

3.1 All terms and conditions of this Agreement are effective on the In-Service Date of the Antrim Header System, and will terminate ten (10) years later unless terminated earlier pursuant to this Agreement. MichCon shall provide Shipper written notice of the In-Service Date.

ARTICLE IV

GAS TRANSPORTATION AND TREATING SERVICES

4.1 Shipper shall deliver or cause to be delivered to MichCon at the Receipt Points Antrim Gas for Gas Transportation Service and Gas Treating Service up to a maximum daily quantity ("MDQ") of 2,200 Mcf. ^{102 CC} MichCon shall provide Gas Transportation Service and Gas Treating Services for Shipper or for the account of Shipper and shall redeliver an Equivalent Quantity of natural gas at the Delivery Points nominated pursuant to this Agreement. Gas Transportation Service shall be provided in accordance with Exhibit C, Section I.A.

4.2 MichCon shall allocate Plant Shrinkage proportionately among all Shippers who have quantities of Gas treated during the Month. This proportional allocation of Plant Shrinkage will be based on the level of CO₂ in each Shipper's Gas as MichCon determines by Gas analysis performed at least every 90 Days and the Shipper's quantity of Antrim Gas that is delivered into the Antrim Header System during any Month. Plant Shrinkage will be calculated and withheld from the quantity of Gas that is redelivered for the account of Shipper at each Delivery Point.

4.3 MichCon may also retain Pipeline Loss. Provided, however, that if the Delivery Point for Shipper's Gas is into MichCon's transmission and distribution pipeline system, then the Pipeline Loss shall be borne by MichCon or the downstream shipper. Pipeline Loss will be calculated and withheld from the quantity of Gas that is redelivered for the account of Shipper at each Delivery Point.

4.4 The CO₂ treating plants at which Shipper's Antrim Gas will receive Gas Treating Service under this Agreement, will be operated on a run time of at least 94% of full capacity in any calendar year, inclusive of time allowed for shut downs due to scheduled and routine repairs and maintenance. In the event that the percentage of CO₂ treating plant run time is less than 94% of full

capacity for any calendar year and, as a result, Shipper cannot get Gas to market because its untreated Gas would not be received, transported or exchanged by a designated downstream pipeline, then for each one percent deficiency below 94%, MichCon shall pay Shipper \$0.01 per Mcf of Gas that cannot reach its intended market. The provisions of Article XVI shall control over this Section 4.4.

4.5 In the event that the run time of the CO₂ treating plants is less than 94% in any calendar year as specified in Section 4.4 above, and Shipper cannot get its Gas to market because its untreated Gas would not be received, transported or exchanged by a designated downstream pipeline, and MichCon has not corrected the problem within 90 Days, except for reasons of force majeure, then Shipper may, by giving MichCon 30 Days prior written notice, cancel the Gas Treating Service portion of this Agreement for all Gas quantities so affected. After such time, MichCon will bill Shipper only for Gas Transportation Service.

ARTICLE V

RATES

5.1 Shipper shall pay MichCon a Monthly amount for transportation as follows:

5.1.1 A Monthly Customer Administrative Charge of \$300.

5.1.2 A basic charge equal to the sum of (i) the quantities of Gas received by MichCon and transported for or on behalf of Shipper during the Month, multiplied by the Gas Transportation Charge, plus (ii) the quantities of Gas Treated for or on behalf of Shipper during the Month, multiplied by the Gas Treating Charge.

5.1.3 A charge for transportation on MichCon's laterals equal to the quantities of Gas transported on MichCon's laterals, multiplied by the Lateral Charge.

5.1.4 An Overrun Charge, for any amounts that exceed Shipper's MDQ on any Day ("Unauthorized Overrun Gas"), equal to the sum of \$3.00 per Mcf multiplied by such Unauthorized Overrun Gas; provided, however, no Overrun Charge will be charged under the following circumstances

- a. in any Month where Shipper, after meeting the criteria set forth in 5.1.5 delivers Gas in excess of its MDQ ("Authorized Overrun Gas");
- b. in any Month where the daily quantities in excess of the MDQ averages no more than five percent above (i) the MDQ or (ii) the MDQ plus any Authorized Overrun Gas; or
- c. in circumstances where Gas delivered in excess of the MDQ occurred temporarily for less than a 24-hour period and resulted from an inadvertent surge or increase of Gas from Shipper's facilities due to equipment failure. However, only one such failure will be allowed during any calendar Month.

5.1.5 Shipper may deliver to MichCon Authorized Overrun Gas if any of the following criterion is met:

- a. Shipper has obtained MichCon's written permission to flow gas in excess of Shipper's MDQ prior to submitting a nomination;
- b. Shipper has notified MichCon by EBB 24 hours prior to the deadline for submitting a nomination of its intent to submit a nomination to deliver Gas in excess of Shipper's MDQ. Such intent shall be clearly identified on the request. Unless Shipper receives notification of MichCon's denial of Shipper's request for Authorized Overrun Gas by EBB by the nomination deadline, then Shipper

has authorization to deliver gas in excess of its MDQ up to the amount indicated in the EBB transmittal to MichCon. This approval shall be good only for one Month at a time.

- c. Permission to flow Authorized Overrun Gas will be granted unless MichCon's Antrim Header System is transporting firm gas at full capacity.

5.1.6 If MichCon is not able to transport Shipper's nominated quantity up to Shipper's MDQ due to Unauthorized Overrun Gas on the system, Shipper shall receive, on a calendar year quarterly basis, its proportionate share of 80% of the actual funds MichCon collects as Overrun Charges from all Shippers. Shipper's proportionate share will be an amount equal to Shipper's quantity of Gas, up to its MDQ, that did not flow during the calendar quarter as a result of Unauthorized Overrun Gas divided by the total quantity of Gas that did not flow on the Antrim Header System because of Unauthorized Overrun Gas during the calendar quarter.

5.2 Eighty percent (80%) of all Overrun Charges as collected in Section 5.1.3, net of those Overrun Charges disbursed to other Shippers in Section 5.1.5, shall be disbursed on an annual basis, to the Michigan Oil & Gas Association for Antrim gas research.

5.3 All charges set forth in this Article V, except the monthly customer administrative charge, will be applied to quantities in units of Mcf delivered at the Receipt Point as measured in accordance with the terms of Exhibit C, Section V.

ARTICLE VI

NOMINATIONS, DELIVERIES

6.1 Shipper must nominate all quantities of Gas that will be transported pursuant to this Agreement and as further detailed in Exhibit C, Section II. *H 22 CC*

ARTICLE VII

RECEIPT POINT(S)

7.1 Shipper shall deliver or cause to be delivered Antrim Gas at the Receipt Point(s). All Gas delivered to MichCon must meet the quality specification set out in Exhibit C, Section VI. *H 22 CC*

7.2 MichCon, at its sole option, may refuse to accept Gas at any Receipt Point(s) that is not subject to an executed Receipt Point Agreement between MichCon or its designee and the party responsible for the Receipt Point. *H 22 CC*

ARTICLE VIII

DELIVERY POINT(S)

8.1 For all Antrim Gas delivered by Shipper to MichCon at the Receipt Points, MichCon shall redeliver to Shipper, or for the account of Shipper, Equivalent Quantities of Gas at the Delivery Point(s).

ARTICLE IX

DISPOSITION OF GAS

9.1 Because of the inability of MichCon and Shipper to maintain precise control over the rate of flow and quantities of Gas to be received and delivered, the parties shall exercise reasonable efforts to keep Gas receipts and deliveries in balance. Subject to the limitations contained in this

section, MichCon will use Electronic Gas Measurement (EGM) for any Receipt Point under this Agreement. In the case of new Receipt Points, that is Receipt Points installed after the In-Service Date, MichCon will install EGM pursuant to its then prevailing Receipt Point program on all new interconnects. As to existing Receipt Points, that is Receipt Points installed prior to the In-Service Date, MichCon shall retrofit existing Receipt Points with EGM only in those cases where a Receipt Point owner requests such a retrofit in writing and agrees to pay any costs associated with the retrofit. However, if MichCon determines that retrofitting Receipt Points with EGM is necessary for the efficient operation of the Antrim Header System, then MichCon may mandate installation of EGM at such points and the associated costs will be borne by the Receipt Point holder.

9.2 MichCon may commingle Gas delivered under this Agreement with Gas owned by MichCon and/or transported by MichCon for others if the resulting commingled gas stream meets the Delivery Point quality specifications in Exhibit C or any quality specifications subsequently authorized by the MPSC.

ARTICLE X

POSSESSION AND RESPONSIBILITY

10.1 As between MichCon and Shipper, Shipper is deemed to be in exclusive control and possession of the Gas transported hereunder and responsible for any damage or injury caused thereby until it is delivered by Shipper to MichCon at the Receipt Point(s) and after it is redelivered to Shipper by MichCon at the Delivery Point(s). MichCon is deemed to be in exclusive control and possession of the Gas and responsible for any damage or injury caused thereby (i) after it is delivered by Shipper to MichCon, or for Shipper's account, at the Receipt Point(s), (ii) before it is redelivered by MichCon to

Shipper at the Delivery Point(s), and (iii) when it is at the respective Receipt Point(s) and Delivery Point(s).

ARTICLE XI

DELIVERY PRESSURE

11.1 MichCon has no obligation to receive Antrim Gas at Receipt Points from Shipper unless such Gas is delivered at MichCon's prevailing line pressure, but not to exceed its maximum allowable operating pressure (MAOP). Shipper has no obligation to receive quantities of Antrim Gas, or cause quantities of Antrim Gas to be received by a third party transporter under this Agreement, unless such gas is delivered at pressures set forth in Exhibit B for each Delivery Point.

ARTICLE XII

WARRANTY OF RIGHT TO DELIVER

12.1 Shipper warrants that at the time of delivery it will have the right to deliver the Gas to MichCon at the Receipt Point(s) and that it shall indemnify, defend, and save MichCon harmless from suits, actions, debts, accounts, damages, costs, losses and expenses arising from or out of adverse claims of any and all persons to the gas or to royalties, taxes, license fees or charges thereon.

ARTICLE XIII

TAXES

13.1 Shipper shall pay all taxes, tariffs, and duties however designated, levied, or charged resulting from services provided under this Agreement, including, without limitation, all state and local privilege or excise taxes, and any amount in lieu of such taxes, tariffs and duties paid or payable by MichCon, exclusive however of taxes based on the net income of MichCon, property taxes, and MichCon's single business taxes. Shipper shall reimburse MichCon for any such taxes, tariffs and

duties which are collected and remitted or paid on Shipper's behalf by MichCon because of Shipper's failure to pay. MichCon or its Vendors shall not be entitled to Internal Revenue Code-Section 29 tax credits on any Gas under this Agreement.

ARTICLE XIV

BILLING AND PAYMENT

14.1 On or before the twentieth Day of each calendar Month, MichCon will render a statement and supporting documentation to Shipper based on the applicable charges set forth in Section 5.1 for the previous calendar Month. Shipper shall tender payment to MichCon for the amount billed in the statement on or before the later of (i) the 25th Day of the Month in which the statement was received or (ii) ten (10) Days after receipt of the statement. All payments must be made by wire transfer to MichCon at the location designated in Section 18.3.

14.2 The statements rendered pursuant to this Agreement will be denominated in U.S. Dollars (\$U.S.), and all payments must be made in \$U.S.

14.3 Shipper has the right at all reasonable times to examine the books, records and charts of MichCon to the extent necessary to verify the accuracy of any statement, charge or computation made under or pursuant to any provisions of this Agreement.

14.4 Shipper shall notify MichCon of any disputed amount in any statement, so that reasonable efforts may be made to resolve the dispute as quickly as possible.

14.5 If Shipper fails to pay any amount in any statement rendered by MichCon that is not in dispute when such amount is due, unless otherwise agreed by Shipper and MichCon, interest will accrue on the unpaid, undisputed amount at a rate equal to the Prime Rate from the due date until the date of payment.

14.6 If either MichCon or Shipper discovers any error or inaccuracy in invoices, statements, billings, payment, calculations or determinations under this Agreement, then proper adjustment and correction thereof will be made as promptly as practicable. If errors or inaccuracies are not identified by either Shipper or MichCon and reported to the other party within thirty-six (36) Months from the date of such invoices, statements, billings, payments, calculations, or determinations, the same are deemed conclusively to be correct.

14.7 MichCon is not required to continue to provide Gas Transportation or Treating Service under this Agreement if Shipper is or has become insolvent and is not paying the undisputed portion of its bills to MichCon. Shipper may continue to receive Gas Transportation and Treating Service if Shipper deposits with MichCon and maintains, on prepaid account, an amount equal to amounts which would be due for three Months service at the full MDQ; or furnishes, within 15 Days, good and sufficient security, as reasonably determined by MichCon, of a continuing nature and in an amount equal to such amounts which would be due. The obligation to maintain a deposit will terminate if Shipper has made a prepaid account deposit each Month over six consecutive Months, but if Shipper has a late payment in any subsequent Month, it must again comply with the foregoing.

ARTICLE XV

NON-WAIVER OF FUTURE DEFAULTS

15.1 No waiver by either party of any one or more defaults by the other in the performance of any provision of this Agreement will operate or be construed as a waiver of any future default or defaults, whether of a like or a different character.

ARTICLE XVI

FORCE MAJEURE

16.1 Neither Shipper nor MichCon will be liable in damages, or in any other remedy, legal or equitable, to the other for failure to perform obligations under this Agreement due to any force majeure event, which is defined as any act, omission or circumstances occasioned by or in consequence of any acts of God, strikes, lockouts, acts of the public enemy, wars, sabotage, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests, restraints of rulers and peoples, civil disturbances, explosions, breakage or accident to machinery, lines of pipe, wells, flowlines, production facilities of related equipment, or CO₂ treating plants or the necessity to make unscheduled shutdowns (for purposes of necessary maintenance, repairs, tests, or alterations to machinery, lines of pipe or CO₂ treating plants), well or line freezeups, the binding order of any court or governmental authority which has been resisted in good faith by all reasonable legal means, or any other cause, whether of the kind herein enumerated, or otherwise, not within the control of the party claiming force majeure and which by the exercise of due diligence such party is unable to prevent or overcome. A failure to settle or prevent any strike or other controversy with employees or with anyone purporting or seeking to represent employees shall not be considered to be a matter within the control of the party claiming force majeure.

16.2 Any force majeure event affecting the performance of this Agreement by either party, however, will not relieve such party of liability (i) in the event of its continuing negligence; (ii) in the event of its failure to use due diligence to remedy the event of force majeure and to remove the cause of such force majeure in an adequate manner and with all reasonable dispatch or (iii) from its obligations to make payments of amounts then due thereunder, unless such party gives notice and full

particulars of the same in writing or by telecopy to the other party as soon as possible after the occurrence relied on.

ARTICLE XVII

LAWS, ORDERS, RULES AND REGULATIONS

17.1 The performance by the parties of their obligations set forth in this Agreement shall be subject to all valid and applicable laws, orders, rules and regulations of any duly constituted authority having jurisdiction.

17.2 Authority for Gas Transportation Service under this Agreement is provided pursuant to 1929 PA 9, as amended (Act 9); MCL 483.101 et seq.

17.3 Gas Transportation Service provided by MichCon under this Agreement, if in interstate commerce, is subject to the provisions of Subpart C, Part 284 of the regulations of the Federal Energy Regulatory Commission.

17.4 THIS AGREEMENT IS GOVERNED BY THE LAW OF THE STATE OF MICHIGAN. It is agreed that any and all litigation related to this Agreement must be brought in either a state or federal court located in Wayne County, Michigan, and each party, for purposes of any such litigation, submits to the exclusive jurisdiction and venue of that court.

ARTICLE XVIII

NOTICE

18.1 Unless otherwise provided herein, all notices given hereunder by one party to the other shall be sent to the addresses provided below by registered mail, overnight mail or by facsimile transmission and shall be effective upon receipt thereof. However, routine communications, including

monthly statements, will be considered as duly delivered when mailed by either registered, overnight or ordinary mail.

SHIPPER:

John A. Bott
26804 Van Dyke Avenue
Center Line, MI 48015-1226

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Attn: Gerald L. Langwerowski
Phone: (810) 759-2688
Telecopy: (810) 759-1371

And,

Devonian Energy, Inc.
Post Office Box 1094
132 N. Otsego
Gaylord, MI 49735

11/17
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Attn: Scott Lampert
Phone: (517) 732-8276
Telecopy: (517) 732-8383

MICHCON:

Michigan Consolidated Gas Company
500 Griswold
Detroit, Michigan 48226
Attn: Gas Supply Services
Telecopy: (313) 256-6416

18.2 Each party may, by prior written notice to the other, change its address or addresses given above at any time.

18.3 Payments to MichCon shall be made by wire transfer for the account of MichCon at the following location, which may be changed by MichCon providing notice to Shipper in writing:

NBD Bank
ABA # 072000326

Paid to the Order of:
Michigan Consolidated Gas Company
Account # 498523

ARTICLE XIX

MISCELLANEOUS PROVISIONS

19.1 Assignment: Shipper or MichCon may not broker, assign, convey or transfer its interests, rights and obligations under this Agreement without the prior written consent of the other party, which shall not be unreasonably withheld. Either Shipper or MichCon may, however, without relieving itself of its obligations, assign any of its rights and obligations hereunder to a corporation with which it is affiliated at the time of such assignment, provided that such assignment does not materially change the duty of the other party, or increase the burden or risk imposed on the other party under this Agreement, or impair the other party's entitlement to performance.

19.2 Reorganization: Any company which succeeds by purchase, merger, or consolidation to the properties, substantially as an entirety, of Shipper or of MichCon, as the case may be, will be entitled to the rights and will be subject to the obligations of its predecessor in title under this Agreement.

19.3 Successors and Assigns: This Agreement will be binding upon and enure to the benefit of the parties and their respective successors and permitted assigns.

19.4 Headings: The headings used throughout this Agreement are inserted for convenience of reference only and are not be considered or taken into account in construing the terms or provisions hereof nor are they to be deemed in any way to qualify, modify or explain the effect of any such provisions or terms.

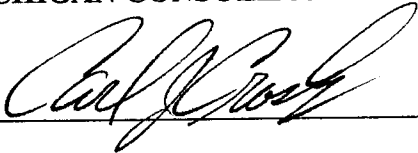
19.5 Gender, Number and Internal References : Unless the context otherwise requires,

words importing the singular include the plural and vice versa, and words importing gender include all genders. The words "herein", "hereunder" and words of similar import refer to the entirety of this Agreement and not only to the section in which such use occurs.

19.6 Entirety: This Agreement and Exhibits A, B, and C constitute the entire agreement between MichCon and Shipper concerning the subject matter hereof. Any prior understandings, representations, promises, undertakings, agreements 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.

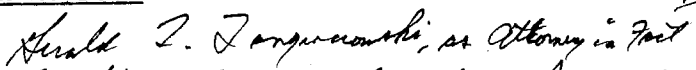
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in counterparts, each of which is an original and all of which are identical, as of the day and year first above written.

MICHIGAN CONSOLIDATED GAS COMPANY

By:  (Date)

Title: Senior Vice President

John A. Bott

By:  Gerald Z. Jankowski, as Attorney in Fact
for John A. Bott, under General Durable Power of Attorney ^{12/7/95}

Title: Shipper and Owner 12/11/95

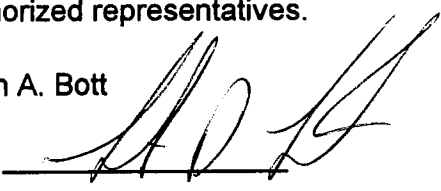
Amendment No. 1 to Exhibit A for ASATT No. 23 (63017)
between MichCon Gathering and John A. Bott
dated November 1, 1995.

The parties hereby agree to delete the existing Exhibit A and replace
it with the following effective January 1, 1998:

<u>Receipt Point Number</u>	<u>Receipt Point Name</u>	<u>Allocation Number</u>	<u>Allocation Name</u>	<u>Shipper's % Dedicated to Transportation & Treating</u>	<u>Shipper's % of Gas Flow</u>
80036	Otsego Lake 13	80036	Otsego Lake 13 RMS.	100	91.564904

All other terms and conditions of the Agreement remain unchanged and
in full force and effect. Accepted and Agreed to by the following duly
authorized representatives.

John A. Bott

By: 

Its: Field Supervisor

Dated: 2/23/98

MichCon Gathering Company

By: William J. Walter *J.B.*

Its: Vice President

Dated: 5-11-98

EXHIBIT A
RECEIPT POINTS

<u>Facility Name</u>	<u>Location</u>	<u>Meter Number</u>	<u>MDQ</u>
<u>John A. Bott</u> <u>Otsego Lake 13</u>	<u>NE 1/4 of NE 1/4</u> <u>Section 13</u> <u>T29N-R3W</u>	<u>44739</u>	<u>2,200</u>

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EXHIBIT B
DELIVERY POINTS

<u>Facility Name</u>	<u>Location</u>	<u>Pressure (psig)</u>	<u>MDQ</u>
MichCon 30" T&D Line	Outlet Kalkaska Gas Plant	950	295
Consumers Power 12" T & D Lines	Goose Creek	960	190
Consumers Power 2-12" T & D Lines	Inlet Kalkaska Gas Plant	600	190
ANR 24" Transmission Line	S. Chester Treating Plant	1040	75
ANR 36" Storage Line	Outline Kalkaska Gas Plant	950	150
Great Lakes 36" Transmission Line or alternate points per ANR guarantee	ANR-Deward or alternate Interconnect	950	50
Great Lakes 36	South Hayes Twp.	970	100

EXHIBIT C

ANTRIM GAS TRANSPORTATION AND TREATING SERVICES AGREEMENT

- I. Service Requests
- II. Nominations, Scheduling and Allocations
- III. Paper Pooling
- IV. Imbalances
- V. Measurement
- VI. Quality Specifications
- VII. Diversion of Gas

I. SERVICE REQUESTS

- A. Transportation Service provided pursuant to this Agreement will be offered on a firm basis until 100% of the capacity of the Antrim Header System is subscribed. Thereafter, service will be offered on an interruptible basis. MichCon may provide service on an interruptible basis only to the extent capacity exceeds its firm commitments.
- B. In order to allocate capacity on the Antrim Header System, MichCon will accept requests for Gas Transportation Service prior to the In-Service Date from Shippers

who provide MichCon with a completed, fully executed Antrim Header Service Request Form providing such information as the form may require.

- C. If there is more requested capacity than capacity available, then all requests will be filled by prorating the total system capacity among shippers with dedicated reserves received by MichCon before December 31, 1995. ^{222 CC} System capacity reallocations will be made at the end of each calendar quarter for the term of this contract.
- D. One year after the In-Service Date, if for any consecutive twelve month period, Shipper transports an amount of Gas on a daily basis that averages less than 90% of Shipper's total MDQ, then MichCon may adjust such MDQ downward to equal Shipper's daily average of transported quantities for such prior twelve Month period, unless Shipper provides MichCon with reasonable assurances that the average amount of gas that Shipper will make available for transportation within the next twelve Months shall equal or exceed Shipper's MDQ. If a Force Majeure event occurred during any of the prior twelve Months, or if Shipper's MDQ was reduced during any of the prior twelve Months due to MichCon's lack of capacity on the Antrim Header System, then such Month(s) shall be excluded and the next prior Month(s) used in its stead. Furthermore, if Shipper's transported quantities of Gas on a daily basis for a three Month period exceed Shipper's total MDQ, then Shipper may request an increase of its MDQ, and MichCon will, at the end of the calendar quarter, grant Shipper's request on pro rata basis with all other shippers' requests for MDQ increases subject to capacity restraints on the Antrim Header System.

II. NOMINATIONS, SCHEDULING and ALLOCATIONS

- A. Nominations must be made via MichCon's Electronic Bulletin Board. Shipper shall include for each nomination the daily quantities of Gas that it desires MichCon to treat and transport during each Month from each Receipt Point and the daily quantities that Shipper desires MichCon to redeliver at each Delivery Point. Shipper shall also identify the quantity it intends to deliver to each downstream shipper by name, by downstream contract number for interstate deliveries, and the order of priority in the event MichCon must make adjustments pursuant to allocations below. The sum of the quantities nominated at all Receipt Points hereunder may not exceed the aggregate MDQ as specified in this Agreement, unless by Authorized Overrun Service.
- B. Initial Monthly Nominations: Each Shipper shall submit a nomination at least five (5) working Days prior to the first Day of each Month in which Gas will be transported and treated to MichCon's Transportation and Exchange Department.
- C. Nomination Changes after the beginning of the Month: Shipper shall give MichCon's Gas Control Department at least twenty-four (24) hours notice prior to any proposed change of a daily nomination to be effective for the next Day. MichCon shall waive such notice upon request if, in its view, the Antrim Header System operating conditions permit such waiver. Shipper will be allowed to change the order of priority of receipts and deliveries by providing twenty-four (24) hour notice.
- D. MichCon will confirm each nomination or change of nomination and promptly notify each Shipper of its failure to confirm any nomination hereunder.

- E. Shipper may designate in writing an agent to nominate and schedule Gas Transportation Service on Shipper's behalf. Such designation must be in writing. An agent may provide nomination(s) for multiple Shippers. Shipper shall indemnify and save MichCon harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses arising in any way from Shipper's agent's actions on behalf of Shipper, provided, however, that such indemnification will not excuse MichCon from liability for actions taken when MichCon is acting as Shipper's agent.
- F. Hourly Variation. Shipper shall maintain uniform hourly rates at all Receipt Points thereunder to the extent practicable.
- G. Delivery of Gas. MichCon shall make daily delivery of Equivalent Quantities of gas, at each Delivery Point that Shipper nominates, provided, however, that Shipper does not have the right to take delivery of gas for quantities it has not nominated and delivered to MichCon at Receipt Point(s).
- H. Scheduling and Allocation of Capacity. There are four service levels: Firm Service, Authorized Overrun Gas ("AOG"), Unauthorized Overrun Gas ("UOG"), and Interruptible Service. For each Day, MichCon will schedule receipts and deliveries of gas on the basis of Shippers' confirmed nominations pursuant to the following:
- i. If the Antrim Header System is not at full capacity due to the transportation of shippers' firm MDQ, then excess capacity will exist such that MichCon is able to receive (a) AOG nominations in excess of a Shipper's MDQ, or (b) Interruptible Service nominations;
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- ii. UOG shall occur when a Shipper exceeds its MDQ and fails to comply with the criteria set forth in Section 5.1.5 of the Agreement;
- iii. Firm Service, AOG, or Interruptible Service will be curtailed on a pro rata basis within each service category; however, any AOG is subordinate to Firm Service and shall be curtailed if any other Firm Shipper(s) wish to nominate up to their MDQ; and further provided that any Interruptible Service is subordinated to AOG and shall be curtailed if a Firm Shipper wishes to use AOG;
- iv. MichCon may allocate Receipt Point capacity, if required, pro rata by confirmed nominations up to the Firm MDQ at each Receipt Point;
- v. MichCon may allocate Antrim Header System capacity, if required, pro rata by confirmed nominations up to the Firm MDQ;
- vi. MichCon shall allocate Delivery Point capacity, if required, pursuant to each Shipper's Antrim transportation priority (Firm, AOG, or Interruptible) up to the MDQ at each Delivery Point. If allocation of Delivery Point capacity is required among Shippers with firm transportation priority, then such allocation will be based on each Shipper's instructions to MichCon;
- vii. In the event that Shipper is transporting UOG and MichCon determines that it will curtail such UOG, then MichCon may identify any volumes by Points of Receipt as the volumes that must be curtailed in order to bring Shipper into compliance with its MDQ.

I. Accounting for Receipts and Deliveries.

- i. Following each Month, MichCon will forward to Shipper a report, either written or by Electronic Bulletin Board, which contains the Monthly Plant Shrinkage, any Pipeline Loss and each Shipper's quantities.

- ii. Allocation of Deliveries.

All deliveries will be allocated throughout the Month based on confirmed nominations at each Delivery Point. Delivery Point quantity allocations will be reconciled at the end of each calendar Month.

- iii. Allocation of Receipts.

Where there is more than one Shipper at a Receipt Point, then allocation of actual quantities will be made throughout the Month pro rata, based on Shipper's confirmed nominations for each such Receipt Point. Receipt Point quantities will be reconciled at the end of each calendar Month.

- iv. Electronic Information

MichCon will operate its allocation procedures using electronic information available at Receipt Point(s) and/or Delivery Point(s). If such electronic information is not available on any Day, then MichCon will assume that receipts and/or deliveries are equal to nominations, provided, however, that MichCon will adjust such assumed receipts and/or deliveries to actual receipts and/or deliveries as soon as is reasonably practicable after the actual

information becomes available. Any such prior period adjustments will not cause a penalty upon Shipper hereunder.

III. PAPER POOLING

- A. Once MichCon has allocated gas pursuant to this Agreement, then any over deliveries or under deliveries by Shipper at one Receipt or Delivery Point may be offset by underdeliveries or overdeliveries by Shipper at another Receipt or Delivery Point, respectively ("Paper Pooling"). Such netting will be used by MichCon for determining any imbalance penalties under this Agreement.
- B. Paper Pooling does not relieve Shipper from its obligation to make valid nominations or its obligation for gas imbalances under the terms of this Agreement.

IV. MONTHLY IMBALANCES

- A. At the end of each Month, MichCon will provide each Shipper with a gas imbalance statement either via EBB or written copy. Shipper will be afforded the opportunity to make up the imbalance during the subsequent Month, subject to IV.B below.
- B. If at end of any Month a Shipper's net imbalance, after paper pooling, exceeds its confirmed nomination by a tolerance of 10% or greater, i.e., a net overdelivery, then Shipper will incur an imbalance penalty of 10¢ per Mcf for the amount of the imbalance in excess of the 10% tolerance. Such penalty will apply to any gas imbalance not resolved by the end of the Month following the service Month in which an imbalance is incurred and for each Month thereafter until the imbalance is resolved.

- C. If upon termination of this Agreement, Shipper has not caused to be delivered to MichCon at the Receipt Points, quantities of gas that are equal to those that Shipper has taken at the Delivery Point(s), plus those quantities retained by MichCon as compensation for Plant Loss and Plant Shrinkage, the term of this Agreement will be extended for a period of up to 60 Days during which time Shipper shall cause the deficient quantity to be delivered to MichCon pursuant to this Agreement at a mutually agreeable daily rate of delivery. Should Shipper fail to correct this imbalance within the 60 Day period, Shipper shall pay MichCon, as liquidated damages, an amount equal to 110% of the currently effective Gas Cost Recovery Factor (pursuant to MichCon's Rules, Regulations and Rate Schedules on file with the Michigan Public Service Commission) for any remaining deficient quantities.
- D. If upon termination of this Agreement, Shipper has delivered to MichCon at the Point(s) of Receipt, quantities of gas that are in excess of those that Shipper has taken at the Point(s) of Delivery, plus those quantities retained by MichCon as compensation for Plant Loss and Plant Shrinkage, the term of this Agreement may be extended at Shipper's option, for a period of up to 60 Days, during which time Shipper will receive the excess quantities from MichCon pursuant to this Agreement at a mutually agreeable daily rate of receipt. Should MichCon fail to correct this imbalance within the 60 Day period, MichCon shall pay Shipper, as liquidated damages, an amount equal to 110% of the currently effective Gas Cost Recovery Factor (pursuant to MichCon's

Rules, Regulations and Rate Schedules on file with the Michigan Public Service Commission) for any remaining deficient quantities.

V. MEASUREMENT AND MEASUREMENT EQUIPMENT

A. Measurement

- i. The unit of volume for the purpose of measurement shall be one thousand cubic feet of gas at a temperature base of sixty degrees (60°) Fahrenheit and a pressure base of 14.65 pounds per square inch absolute (psia).
- ii. The average atmosphere (barometer) pressure at each point of receipt and each point of delivery shall be assumed to be fourteen and four-tenths (14.4) pounds per square inch, irrespective of the actual location or elevation above sea level of the Delivery Point or of any variation in actual atmospheric pressure from time to time.
- iii. The flowing temperature of the gas(es) shall be determined by means of an instrument of standard manufacture accepted in the industry for this purpose.
- iv. The supercompressibility factor used in computing the volume of gas delivered through an office meter shall be determined in a manner consistent with the method contained in the American Gas Association "Manual for the Determination of Supercompressibility Factors for Natural Gas (AGA Report No. 8)" as such publication may be revised from time to time.
- v. The specific gravity of the gas used in computing the volume of gas delivered shall be determined at intervals of not more than ninety (90) Days by means of

an instrument(s) of standard manufacture accepted in the industry for this purpose using a sample of gas, or a representative sample of gas, of the gas stream flowing to the Receipt or Delivery Points.

- vi. The compressibility ratio factors "s" used in computing the volume of gas delivered through a turbine meter or a positive displacement meter shall be determined by the equation $s = (F_{pv})^2$, in which "Fpv" is the supercompressibility factor determined as described in Subsection iv hereof.
- vii. In determining the flow temperature factor, supercompressibility factor, and compressibility ratio factor "s" for use in computing the volume of gas delivered through a meter, the flowing gas temperature for only the period(s) of time of that gas was flowing through the meter shall be used.

B. Measurement Equipment

- i. The volume of gas delivered at the Receipt or Delivery Point(s) shall be measured by utilizing one of the following, as mutually agreed to between MichCon and Shipper:
 - (a) An orifice meter designed, installed, maintained and operated as recommended in the latest issue of American National Standard ANSI/API 2530 (American Gas Association Gas Measurement Report No. 3), entitled "Orifice Metering of Natural Gas and Other Related Hydrocarbon Fluids", as such publication may be revised from time to time (hereinafter referred to as

"AGA Report No. 3") (revisions will be incorporated within a reasonable time period); or

(b) A turbine meter designed, installed, maintained and operated as recommended in the latest issue of American Gas Association Transmission Measurement Committee Report No. 7 entitled "Measurement of Fuel Gas by Turbine Meters", as such publication may be revised from time to time (hereinafter referred to as "AGA Report No. 7" (revisions will be incorporated within a reasonable time period); or

(c) A positive displacement meter installed and operated in accordance with generally accepted industry practices.

The construction and installation of the metering facilities shall be in accordance with the recommendations and specifications set forth by the reports specified in Section i(a) hereof or by the meter manufacturer specified in Section i(b) hereof.

- ii. Any auxiliary measuring equipment, if utilized, shall be installed, maintained and operated in accordance with generally accepted industry practices. Chromatographs calculating the heating value (Btu) of the gas shall be programmed having the Gas Processors Associated (GPA) Standard 2145 Table of Paraffin Hydrocarbons and Other Components of Natural Gas.
- iii. The volume of gas delivered at each Receipt or Delivery Point shall be calculated by means of an electronic flow computer located at, or by the

processing of meter charts recorded at, each Receipt or Delivery Point. The calculation or processing, in either case, shall be performed in the following manner:

(a) When the measuring equipment is an orifice meter, the flow of gas through the meter shall be computed in the manner recommended in AGA Report No. 3, properly using all factors set forth therein.

(b) When the measuring equipment is a turbine meter, the volume of gas delivered through the meter shall be computed in the manner recommended in AGA Report No. 7, properly using all facts set forth therein.

(c) When the measuring equipment is a positive displacement meter, the volume of gas delivered through the meter shall be computed by properly applying, to the volume delivered at flowing gas pressures and temperatures, correction factors for (1) absolute static pressure, (2) flowing gas temperature, (3) compressibility ratio and (4) specific gravity.

iv. The operator, for purposes of this subsection, shall be MichCon, or such other person as the parties may agree in writing. All flow, measuring, testing and related equipment shall be of standard manufacture, and type approved by MichCon. Shipper may install check measuring equipment, provided that such equipment shall be installed so as not to interfere with the operations of MichCon. Shipper, in the presence of MichCon, if applicable shall have access to measuring equipment at all reasonable times, but the reading, calibrating and

adjusting thereof and the changing of charts, if any, shall be done by MichCon. Shipper shall have the right to be present at the time of the installing, reading, cleaning, changing, repairing, inspecting, testing, calibrating or adjusting done by MichCon. The records from such measuring equipment shall remain the property of MichCon, but upon request, Shipper may request record, including charts, if any, together with calculations therefrom for inspection, subject to return within ten (10) working Days after receipt thereof or extended by mutual agreement. Reasonable care shall be exercised in the installation, maintenance and operation of the measuring equipment to avoid any inaccuracy in the determination of the volume of gas received and delivered. The accuracy of all measuring equipment shall be verified by MichCon at intervals of not more than three (3) Months for orifice meters and six (6) Months for turbine and positive displacement meters, and if requested, in the presence of representatives of the Shipper, but neither MichCon nor Shipper shall be required to verify the accuracy of such equipment more frequently than once in any thirty (30) Day period. However, if an electronic measurement system is utilized, its components shall be calibrated at least once every ninety (90) Days pursuant to Section viii below. If MichCon agrees to verification and testing of measuring equipment and fails to perform the verification and testing, then Shipper shall have the right to cease or temporarily discontinue Gas Transportation and Treating Service under this Agreement relative to such

measuring equipment. If either party at any time desires a special test of any measuring equipment, it will promptly notify the other party and the parties shall then cooperate to secure a prompt verification of the accuracy of the equipment. The expense of any special test shall be borne by the party requesting it if the measuring equipment is found to be in error by not more than 2% for manual equipment or for EGM equipment the percentage cited in viii(a). If, upon any test, any measuring equipment is found to be in error, such errors shall be taken into account in a practical manner in computing the deliveries. If the resultant aggregate error in the computed receipts or deliveries is not more than 2% for chart records or pursuant to viii(a) for EGM equipment, then previous receipts or deliveries shall be considered accurate. All equipment shall, in any case, be adjusted at the time of testing to record correctly. If, however, the resultant aggregate error in computing receipts or deliveries exceeds 2 % for chart records or pursuant to viii(a) for EGM equipment, at a recording corresponding to the average hourly rate of gas flow rate for the period since the last preceding test; the previous recordings of such equipment shall be corrected to zero error for any period that is known definitely or agreed upon, but in case the period is not known definitely, or agreed upon, the correction shall be for the period extending over one-half of the time elapsed since the date of the last test.

- v. In the event any measuring equipment is out of service, or is found registering inaccurately, previous recordings of receipts or deliveries through such equipment shall be corrected using the following procedures:
- (a) by using the registration of any check meter or meters, if installed and accurately registering, or in the absence of (a);
 - (b) by correcting the error if the percentage of error is ascertainable by calibration, special test or mathematical calculation, or in the absence of both (a) and (b) then;
 - (c) by estimating the quantity of receipt or delivery based on receipts or deliveries during preceding periods under similar conditions when the meter was registering accurately.
- The correction period shall not exceed twelve (12) Months from the most recent test.
- vi. If at any time during the term of service a new method or technique is developed with respect to gas measurement or the determination of the factors used in gas measurement, the new method or technique may be substituted upon mutual agreement by both parties.
- vii. The parties agree to preserve for a period of at least two (2) years or such longer period as may be required by public authority, all test data, charts, and other similar records.
- viii. Electronic Gas Measurement (EGM) Technical Requirements

(a) Accuracy: The meter system should use instruments that will provide an overall measurement accuracy of + or - 0.5% of flow, taking into account all the sources of error, including calibrated span of instruments, linearity, hysteresis, repeatability, ambient temperature, stability, vibration, and power supply fluctuation. Generally, this accuracy can be achieved only by the use of high accuracy smart transmitters with a published accuracy of $\pm 0.1\%$. If the EGM is a retrofit to replace existing mechanical chart recorders, an overall accuracy of $\pm 1.0\%$ of flow will be acceptable. This accuracy can generally be achieved by utilizing transmitters with a published accuracy of $\pm 0.25\%$.

Differential Pressure Transmitters shall be of a type that selfcompensate for static pressure effect or manufacturer's published compensation factor shall be programmed into the flow computer (RTU).

All instruments should operate on a temperature range of 30 degrees Fahrenheit to + 120 degrees Fahrenheit and a non-condensing relative humidity range of 0 to 95%. The unit must be able to withstand mechanical shock of at least 1 G and Shipper will to be held responsible for any accidental damage to the equipment as a result of mechanical shock of over 1 G.

(b) Computation: The flow computer of the meter system shall as a minimum perform flow calculation per AGA-3, AGA-7, and AGA-8 requirements. As the aforementioned calculation methods are revised from time to time, new releases shall be implemented within twelve Months from the release data.

All other methods of computation must be approved by both Shipper and MichCon. All measured variables for differential pressure, static pressure, and temperature shall be sampled at least once per second. All volume calculations shall be made at least once per second.

Calculation of supercompressibility shall occur at least once every 30 seconds.

- (c) Data Security: The flow computer must have password protection before data can be accessed or any parameters be changed. The computer must have a log of all changes made to the configuration.
- (d) Safety: The EGM system must meet standards for Class I, Division 2, Group D installations.
- (e) Power: The flow computer (RTU) and the related hardware should run on re-chargeable batteries. These batteries can be charged by either 120VAC, 24VDC or solar panels. For previously installed equipment, the battery capacity shall not be less than eight (8) hours. For future EGM installation, the battery capacity shall be at least twenty-four (24) hours when fully charged.
- (f) Local Display: Shipper shall be provided with capability to monitor volume information being recorded by measurement system on an ongoing basis with either RTU display or transmitters with local display.

(g) Calibration: All equipment used for EGM shall be tested and calibrated every 90 Days, or in accordance with the requirements of the agency(ies) having jurisdiction, or in accordance with contractual agreements, whichever of these requirements are more stringent. All test and calibration equipment shall be certified to 0.1% accuracy and traceable back to an NGS primary standard. All test and calibration equipment shall be re-certified by a third party at least annually. In addition, MichCon shall perform such inspections and test of the accuracy of the equipment used in the EGM system calibrations. A copy of any inspection, test of certification report, whether performed monthly or annually by MichCon or an outside third party, shall be made available to Shipper personnel upon written request. MichCon shall provide Shipper with documentation on the tests and inspection and the annual certification planned for the equipment used to calibrate the EGM equipment. Calibration equipment must satisfy all applicable safety codes for the location in which it is being used, or the area must be checked and confirmed as gas free (less than 5 % LEL) prior to and during use.

A full loop (end device through RTU) test/calibration is required on all ANALOG inputs. Any adjustments to or calibration of the equipment shall be documented and kept as part of the audit trail.

Provisions shall be made for Shipper to tap into meter run with an electronic transmitter for periodic calibration comparison, provided, however, any such tap shall be done with permission from MichCon and shall not interfere with MichCon's measurement operations at that point.

The flow computer and/or RTU shall freeze the analog transmitter values during transmitter calibration and orifice plate removal and use the frozen values for the flow computation during calibration and orifice plate removal and re-installation. (h) Audit: The following information must be kept for a minimum of two (2) years following the calendar year of production, unless required by contract to be kept longer or by the applicable, valid requirements of any governmental bodies having or asserting jurisdiction:

- (1) All calculated volumes, energies, and daily averages must be maintained in their original unaltered form.
- (2) Any changes to the data to correct for inaccuracies must be fully documented, including assumptions and factors used in calculating the adjustment.
- (3) All event logs, alarm logs, test/calibration reports, gas analyses, preventive maintenance documentation, or any other document containing EGM related data.

All audit information will be available to Shipper personnel during normal business hours, upon request.

VI. GAS QUALITY SPECIFICATIONS

Unless prior approval is obtained from MichCon, all Gas received and delivered under the terms of this Agreement must conform to the following specifications:

(a) The Gas must be commercially free from dust, gum, gum-forming constituents, and all other solid and liquid matters which may interfere with its merchantability or cause injury to or interfere with proper operation of the pipelines, regulators, meters or other appliances through which it flows;

(b) The Gas may not contain anything which might adversely affect the safe and efficient operation of MichCon's downstream facilities;

(c) The water content of the Gas may not exceed 7 pounds per million cubic feet, however, every reasonable effort must be made to keep the water content at or below 5 pounds per million cubic feet;

(d) The Gas may not contain oxygen. Shipper is responsible for insuring that its operator maintains its equipment to insure the gas is free of oxygen;

(e) At each Delivery Point the carbon dioxide content of the Gas may not exceed two (2%) mole percent; at any Receipt Point, the carbon dioxide content of the Gas may not exceed 25 mole percent, provided, however, that Shipper's aggregate Receipt Point gas hereunder may not exceed 14 mole percent;

(f) The Gas may not contain more than 1/4 grain of hydrogen sulfide per 100 cubic feet;

(g) The Gas may not contain more than 1/2 grain of mercaptan sulfur per 100 cubic

feet;

(h) The gas may not contain more than 5 grains of total sulfur per 100 cubic feet, including the sulfur in any hydrogen sulfide, mercaptan, sulfides and residual sulfur.

(i) The Gas redelivered at each Delivery Point must have a total heating value Per cubic foot of not less than 950 British thermal units at a base pressure of 14.65 pounds per square inch at 60 degrees fahrenheit on a dry basis or as further provided in the downstream pipelines' tariff; the Gas at each Receipt Point must have a total heating value per cubic foot of not less than 730 British thermal units at a base pressure of 14.65 pounds per square inch at 60 degree fahrenheit on a dry basis; however, Shipper's aggregate Receipt Point Gas must have a total heating value per cubic foot of not less than 834 British thermal units.

(j) In the event the Gas delivered by Shipper at the Receipt Point(s) fails at any time to meet these quality specifications, MichCon shall notify Shipper of such deficiency and thereupon may, at its option, refuse to accept deliveries pending correction. Upon demonstration acceptable to MichCon that the Gas being tendered for delivery meets these quality specifications or that Shipper has arranged for the necessary treatment, processing or other action required for the Gas to meet these quality specifications, MichCon shall commence or resume, as the case may be, taking delivery of Gas.

(k) Shipper agrees to indemnify and hold MichCon harmless for any and all liability resulting from MichCon's movement of Gas received by Shipper which fails to meet the specifications hereunder and which have not been waived in writing, including contamination or damage to other Gas being transported.

VII. DIVERSION OF GAS.

The Antrim Header System is a stand-alone system for the CO₂ treating and transportation of Antrim Gas. This Antrim Header System has no direct end user or distribution markets, but rather interconnects with (i) Michigan Consolidated Gas Company, (ii) ANR Pipeline Company, (iii) Great Lakes Gas Transmission and (iv) Consumers Power Company ("Four Pipelines"), that do have direct markets. The parties recognize that the Antrim Header System is thus not subject to diversion of gas. However, when Antrim Header System gas is delivered into each of the Four Pipelines, then such gas is subject to the diversion rules that apply to each such pipeline.