



Contract Type: LT-2

Contract No. _____

GAS TRANSPORTATION AGREEMENT

MichCon: Michigan Consolidated Gas Company

Customer:

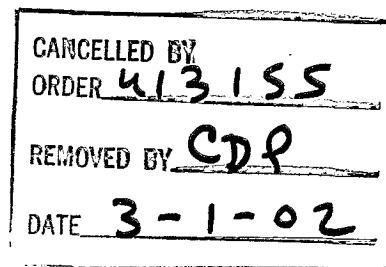
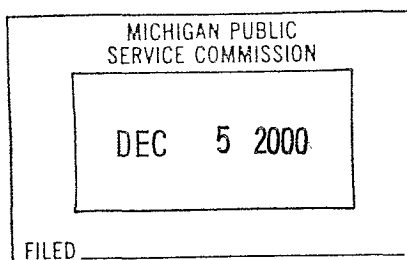
Address: 500 Griswold Street Detroit, Michigan 48226	Address:
Notices: Vice President, Marketing, Sales and Regulatory Affairs 500 Griswold Street Detroit, Michigan 48226	Notices:
Phone: (313) 256-5943 Fax: (313) 256-5825	Phone: Fax:
1. All transportation services will be provided under the terms and conditions set forth herein and in MichCon's Tariff and the General Terms and Conditions, Attachment A .	
2. The initial term of this Agreement commences on _____ and terminates on _____. Thereafter, the term of this Agreement shall be automatically extended at maximum allowable rates for successive periods of one month until (a) terminated by either party giving the other party 30 days written notice or (b) until superseded by the execution of a new gas transportation agreement between the parties.	
3. ACQ and MDQ Customer's ACQ is _____ Mcf. Customer's MDQ is _____ Mcf.	
4. DELIVERY POINT(s) Customer's Facility located at:	

«Draft_Date»

Page 1 of 2

10/23/00

(Continued on Sheet No. F-83.11)





Contract Type: LT-2
Contract No. _____

GAS TRANSPORTATION AGREEMENT

MichCon: Michigan Consolidated Gas Company

Customer:

Address:
500 Griswold Street
Detroit, Michigan 48226

Address:

Notices:
Vice President, Marketing, Sales and Regulatory Affairs
500 Griswold Street
Detroit, Michigan 48226

Notices:

Phone: (313) 256-5943

Phone:

Fax: (313) 256-5825

Fax:

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2. The initial term of this Agreement commences on _____ and terminates on _____.
Thereafter, the term of this Agreement shall be automatically extended at maximum allowable rates for successive periods of one month until (a) terminated by either party giving the other party 30 days written notice or (b) until superseded by the execution of a new gas transportation agreement between the parties.

3. ACQ and MDQ

Customer's ACQ is _____ Mcf.

Customer's MDQ is _____ Mcf.

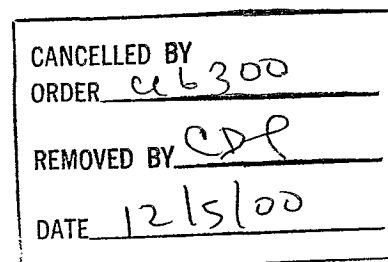
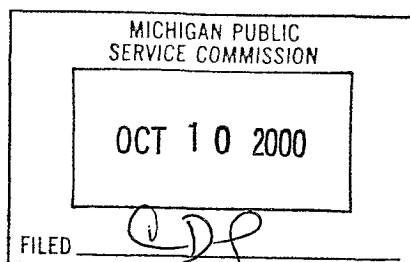
4. DELIVERY POINT(s)

Customer's Facility located at:

Page 1 of 2

08/16/99

(Continued on Sheet No. F-83.11)



(Continued From Sheet No. F-83.10)

5. TRANSPORTATION RATE [CONFIDENTIAL TERM]

Each month Customer shall pay MichCon the following:

Monthly Customer Charge:

Plus

Transportation Charge:

Plus

Fuel: Gas In Kind set forth under MichCon's Transportation Rate Schedule Tariff.

Alternate Fuel Charge: A monthly Alternate Fuel charge equal to the ACQ multiplied by the Transportation Charge per Mcf and divided by twelve, less a credit equal to the Transportation Charge multiplied by each Mcf of gas delivered by MichCon to customer during the month under this Agreement. In no event will the Alternate Fuel Charge accumulated during any Contract Year be less than zero.

6. FURTHER AGREEMENT [CONFIDENTIAL TERM] - NONE

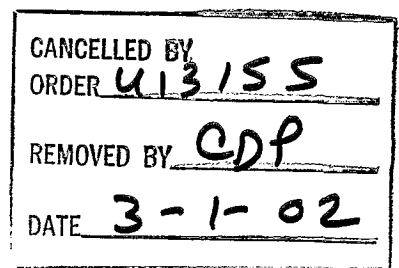
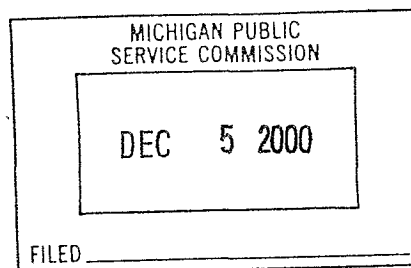
This Agreement is made as of the ____ day of _____, 200__.	MichCon:	By: Title: Harold Gardner, Vice President, Marketing, Sales, and Regulatory Affairs
	Customer:	By: _____ Name: _____ Title: _____

«Draft_Date»

Page 2 of 2

10/23/00

(Continued on Sheet No. F-83.12)



(Continued From Sheet No. F-83.10)

5. TRANSPORTATION RATE [CONFIDENTIAL TERM]

Each month Customer shall pay MichCon the following:

Monthly Customer Charge:

Plus

Transportation Charge:

Plus

Fuel: 0.9% gas in kind

Alternate Fuel Charge A monthly Alternate Fuel charge equal to the ACQ multiplied by the Transportation Charge per Mcf and divided by twelve, less a credit equal to the Transportation Charge multiplied by each Mcf of gas delivered by MichCon to customer during the month under this Agreement. In no event will the Alternate Fuel Charge accumulated during any Contract Year be less than zero.

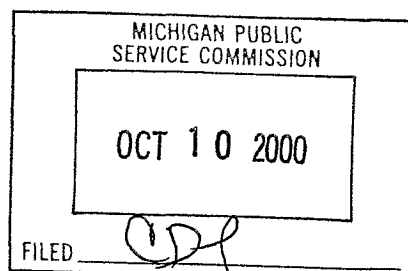
6. FURTHER AGREEMENT [CONFIDENTIAL TERM] - NONE

This Agreement is made as of the ____ day of ____, 199__	MichCon:	By: Title: Harold Gardner, Vice President, Marketing, Sales, and Regulatory Affairs
	Customer:	By: _____ Name: _____ Title: _____

Page 2 of 2

08/16/99

(Continued on Sheet No. F-83.12)



CANCELLED BY
ORDER 46300

REMOVED BY CDP

DATE 12/5/00

(Continued From Sheet No. F-83.11)

ATTACHMENT A

GENERAL TERMS AND CONDITIONS

A-1. DEFINITIONS

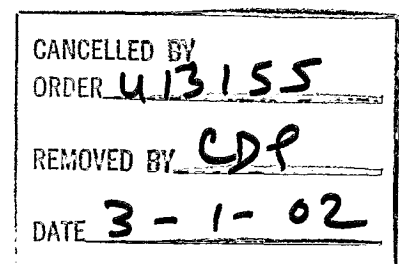
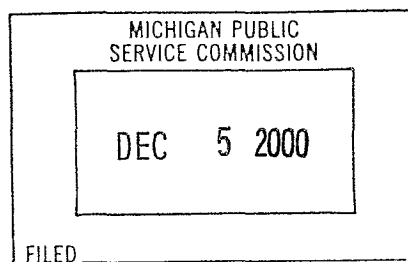
- a) The "Annual Contract Quantity" or "ACQ" identified in this Agreement will be used for those purposes specified in MichCon's Tariff. At any time during the term of this Agreement, the ACQ may be adjusted by MichCon for known or expected changes to Customer's full requirements of natural gas. MichCon will not adjust the ACQ for alternate fuel usage.
- b) "Contract Year" means the first twelve-month period during the term of this Agreement, and each consecutive twelve-month period thereafter.
- c) "Customer Facility" refers to those Customer buildings and facilities to which natural gas is delivered under this Agreement.
- d) "Delivery Point(s)" are the interconnection(s) of the facilities of MichCon and those of Customer located at Customer's Facility.
- e) The "Maximum Daily Quantity" or "MDQ" identified in this Agreement will be used for those purposes specified in MichCon's Tariff. At any time during the term of this Agreement, the MDQ may be adjusted by MichCon for known or expected changes to Customer's daily peak volume.
- f) "MPSC" means the Michigan Public Service Commission.
- g) "Receipt Point(s)" are those interconnection(s) between the facilities of MichCon and third parties that deliver gas to MichCon, for the account of Customer, identified in Section A-5, as modified from time to time by MichCon.
- h) "Tariff" means MichCon's Rules, Regulations and Rate Schedules for Gas Service as approved from time to time by the Michigan Public Service Commission.

A-2. TRANSPORTATION SERVICE

- a) Customer shall cause to be delivered to MichCon at the Receipt Point(s) and MichCon shall transport from the Receipt Point(s) to the Delivery Point(s) the Customer's full requirements of natural gas. In no way does the designation of an ACQ modify Customer's obligation under this Agreement to have MichCon

LT-2
Attachment A - 10/18/00
Page 1 of 9

(Continued on Sheet No. F-83.13)



(Continued From Sheet No. F-83.11)

ATTACHMENT A

GENERAL TERMS AND CONDITIONS

A-1. DEFINITIONS

- a) The "Annual Contract Quantity" or "ACQ" identified in this Agreement will be used for those purposes specified in MichCon's Tariff. At any time during the term of this Agreement, the ACQ may be adjusted by MichCon for known or expected changes to Customer's full requirements of natural gas. MichCon will not adjust the ACQ for alternate fuel usage.
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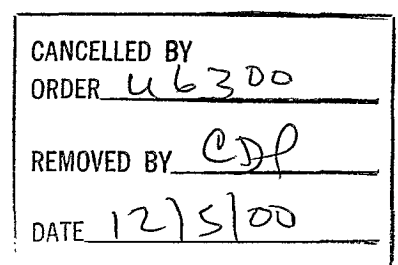
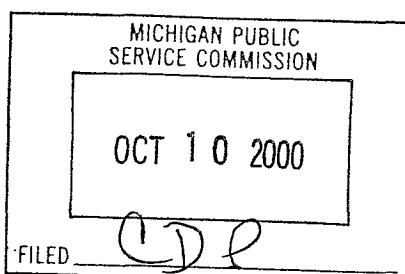
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LT-2

Attachment A - 8/13/99

Page 1 of 9

(Continued on Sheet No. F-83.13)



(Continued From Sheet No. F-83.12)

transport the full natural gas requirements for Customer's Facility.

- b) MichCon is not responsible for costs associated with construction of additional facilities which it may require to serve incremental gas load greater than the stated ACQ, unless otherwise agreed upon.

A-3. ALTERNATE FUEL

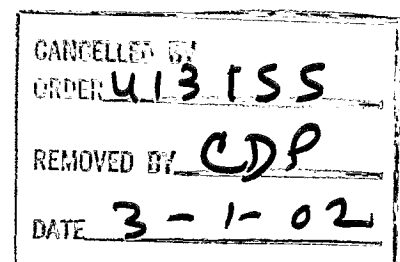
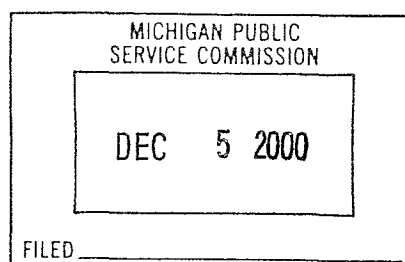
- a) At the end of each Contract Year, MichCon shall refund to Customer all monthly Alternate Fuel Charges paid by Customer minus the LT-1 Transportation Charge multiplied by the sum, in equivalent Mcf, of all solid, liquid, gaseous fuels or alternative forms of energy used during the Contract Year in Customer's Facilities, but not delivered to Customer by MichCon ("Alternate Fuels"). For illustrative purposes only and not by way of limitation, Alternate Fuels include (i) coal; (ii) natural or manufactured gas or other gaseous hydrocarbon fuels used in Customer's Facilities delivered by a third party, (iii) fuel oil; (iv) steam or (v) electricity supplied by a third party. Alternate Fuels used during any period of interruption or curtailment by MichCon will not be taken into account in determining the refund.
- b) Limited usage of Alternate Fuels, for testing purposes only, will not be included in the refund calculation if Customer gives MichCon at least 7 days written notice prior to testing.
- c) Within six months after the end of each Contract Year, Customer shall calculate the Alternate Fuel Charges refund and provide MichCon an affidavit requesting refund of the monthly Alternate Fuel Charges in a form acceptable to MichCon. Customer shall make such data and records supporting the calculation of the refund due available to MichCon for its review. MichCon shall refund to Customer or credit to Customer's account, at Customer's option, the refund amount within 30 days after MichCon's determination that such refund is due. If Customer fails to notify MichCon as provided in this Section, then Customer will be deemed to have used Alternate Fuels and no refund will be due for the previous Contract Year.

A-4. CONFIDENTIALITY

- a) Customer acknowledges that the Transportation Rate and Further Agreement, if any, are confidential and were negotiated by the parties based on the unique characteristics of Customer's Facilities and its anticipated natural gas load requirements ("Confidential Terms"). Customer may disclose the Confidential

LT-2
Attachment A - 10/18/00
Page 2 of 9

(Continued on Sheet No. F-83.14)



(Continued From Sheet No. F-83.12)

transport the full natural gas requirements for Customer's Facility.

- b) MichCon is not responsible for costs associated with construction of additional facilities which it may require to serve incremental gas load greater than the stated ACQ, unless otherwise agreed upon.

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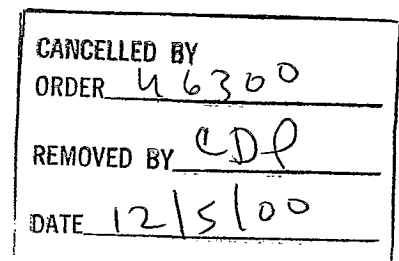
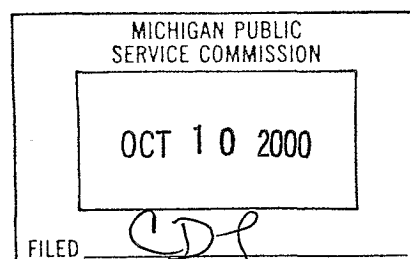
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LT-2
Attachment A - 8/13/99
Page 2 of 9

(Continued on Sheet No. F-83.14)



(Continued From Sheet No. F-83.13)

Terms (a) on a strictly "need to know" basis to employees and third party energy consultants/managers and (b) when such disclosure is required by law provided that Customer requests confidential or privileged treatment under applicable statutes, rules and regulations and provides reasonable notice to MichCon prior to such disclosure. Any unauthorized disclosure of the Confidential Terms will terminate, from the date the Confidential Terms are disclosed, any rate discounts reflected in the Transportation Charge such that for the remaining term of this Agreement Customer shall pay the maximum applicable rate for transportation.

A-5. RECEIPT POINTS

<u>Facility Name</u>	<u>Interconnecting Company</u>	<u>Receipt Point MDQ (Mcf/day)</u>
Willow	ANR Pipeline	Up to contract MDQ at an individual Receipt Point and not to exceed Customer's MDQ in total for all Receipt Points.
Northville	Consumers Energy	
Belle River	Great Lakes	
Rouge	Panhandle Eastern (PEPL)	
Woolfolk	ANR Pipeline	
Shell Kalkaska	Antrim Pipeline, Shell Plant Outlet	

A-6. MEASUREMENT

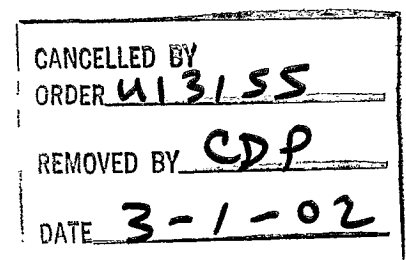
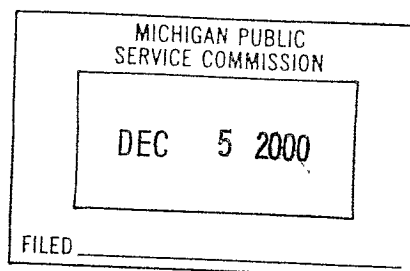
- a) All quantities of Gas received at the Receipt Point(s) by MichCon for the account of Customer shall be measured at the Receipt Point(s) by MichCon or its designee in accordance with, and shall comply with the measurement specifications contained in the Gas Measurement Committee Report #3, Natural Gas Department, American Gas Association, including the Appendix thereto, dated September, 1985, and any subsequent amendments thereof.
- b) All quantities of gas delivered by MichCon to Customer, or for the account of Customer, will be measured at the Delivery Point(s) by MichCon, or its designee in accordance with MichCon's Tariff.

A-7. QUALITY

- a) All gas delivered by Customer at the Receipt Point(s) or redelivered by MichCon at the Delivery Point(s) shall be pipeline quality gas.
- b) If the gas delivered by Customer at any Receipt Points or by MichCon at any Delivery Points fails at any time to be pipeline quality gas, then MichCon or Customer, as the case may be, shall notify the other of such deficiency and thereupon may, at its option, refuse to accept delivery pending correction.

LT-2
Attachment A - 10/18/00
Page 3 of 9

(Continued on Sheet No. F-83.15)



(Continued From Sheet No. F-83.13)

consultants/managers and (b) when such disclosure is required by law provided that Customer requests confidential or privileged treatment under applicable statutes, rules and regulations and provides reasonable notice to MichCon prior to such disclosure. Any unauthorized disclosure of the Confidential Terms will terminate, from the date the Confidential Terms are disclosed, any rate discounts reflected in the Transportation Charge such that for the remaining term of this Agreement Customer shall pay the maximum applicable rate for transportation.

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Northville	Consumers Energy	
Belle River	Great Lakes	
Union	St. Clair Pipeline Co. (Union Gas)	
Rouge	Panhandle Eastern (PEPL)	
Woolfolk	ANR Pipeline	
Shell Kalkaska	Antrim Pipeline, Shell Plant Outlet	

A-6. MEASUREMENT

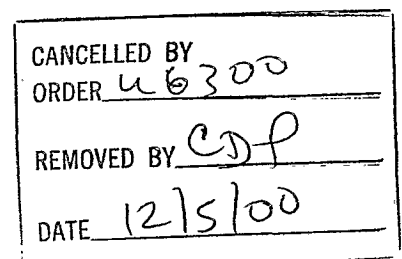
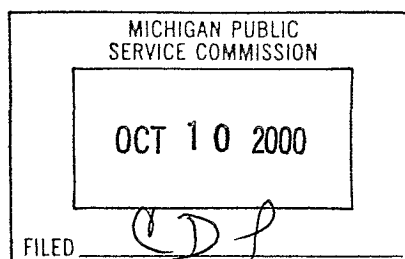
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LT-2
Attachment A - 8/13/99
Page 3 of 9

(Continued on Sheet No. F-83.15)



(Continued From Sheet No. F-83.14)

Upon demonstration acceptable to MichCon or Customer, as the case may be, that the gas being tendered for delivery is pipeline quality gas, MichCon or Customer, as the case may be, shall resume taking delivery of gas.

A-8. POSSESSION AND LIABILITY

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

A-9. WARRANTY

- a) Customer warrants that at the time of delivery it will have the right to deliver the gas and that it will indemnify MichCon and save it harmless from suits, actions, debts, accounts, damages, costs, losses and expenses arising from or out of adverse claims of any and all persons to said gas or to royalties, taxes, license fees or charges thereon.
- b) Customer warrants that it is engaged in the direct commercial use of natural gas in the ordinary course of its business. Customer further warrants that either independently or through the services of a gas marketer or broker, Customer will put in place contracts for the purchase and transportation of natural gas such that sufficient quantities of gas will be delivered to the Receipt Point(s) to meet Customer's full requirements for natural gas ("Sufficient Quantities"). If Customer fails to cause Sufficient Quantities to be delivered to MichCon, MichCon will have the right, without notice, to refuse to accept further deliveries of gas on Customer's behalf and MichCon may terminate service under this Agreement immediately so that no system supply gas is used by Customer.

A-10. TAXES

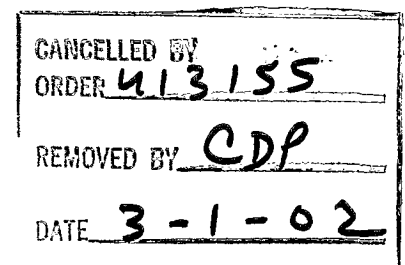
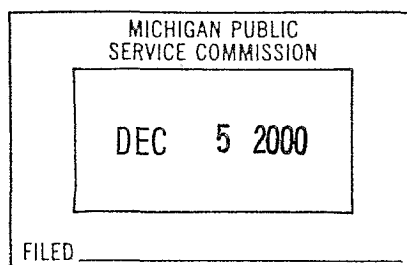
- a) Customer shall pay any taxes, tariffs, and duties however designated, levied, or charged resulting from this Agreement, including, without limitation, all state and local privilege or excise taxes and any amount in lieu of such taxes, tariffs and duties paid or payable by MichCon, exclusive however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

LT-2

Attachment A - 10/18/00

Page 4 of 9

(Continued on Sheet No. F-83.16)



(Continued From Sheet No. F-83.14)

Upon demonstration acceptable to MichCon or Customer, as the case may be, that the gas being tendered for delivery is pipeline quality gas, MichCon or Customer, as the case may be, shall resume taking delivery of gas.

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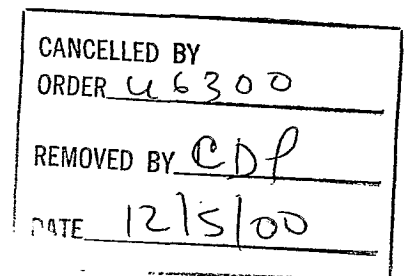
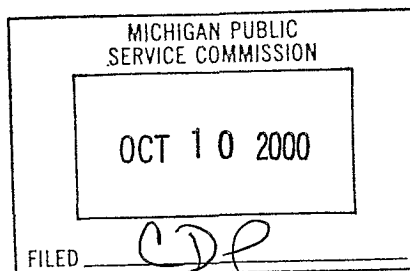
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- b) Customer warrants that it is engaged in the direct commercial use of natural gas in the ordinary course of its business. Customer further warrants that either independently or through the services of a gas marketer or broker, Customer will put in place contracts for the purchase and transportation of natural gas such that sufficient quantities of gas will be delivered to the Receipt Point(s) to meet Customer's full requirements for natural gas ("Sufficient Quantities"). If Customer fails to cause Sufficient Quantities to be delivered to MichCon, MichCon will have the right, without notice, to refuse to accept further deliveries of gas on Customer's behalf and MichCon may terminate service under this Agreement immediately so that no system supply gas is used by Customer.

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- a) Customer shall pay any taxes, tariffs, and duties however designated, levied, or charged resulting from 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. Customer shall reimburse MichCon for any such taxes, tariffs and duties

LT-2
Attachment A - 8/13/99
Page 4 of 9

(Continued on Sheet No. F-83.16)



(Continued From Sheet No. F-83.15)

which are collected and remitted or paid on Customer's behalf by MichCon because of Customer's failure to pay.

A-11. BILLING AND PAYMENT

- a) On or about the twentieth day of each calendar month, MichCon shall render a statement to Customer for the total quantity of gas transported during the preceding billing month. Customer will pay MichCon, on or before the due date, the amount billed in that statement. All such payments shall be made in the form of immediately available funds directed to a bank account designated by MichCon on its invoice.
- b) The statements rendered pursuant to this Agreement will be denominated in U.S. Dollars (\$U.S.). All payments must be made in \$U.S.
- c) Customer 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.
- d) Should Customer fail to pay any undisputed amount of any statement rendered by MichCon as herein provided when such amount is due, a late payment charge as provided in MichCon's Tariffs will be added to the statement.
- e) If Customer finds at any time within twelve (12) months after the date of any statement rendered by MichCon that it has been overcharged in the amount billed in such statement, and if the overcharge has been paid, and Customer makes a claim therefor within 60 days from the date of discovery thereof, the overcharge, if verified, must be refunded within 30 days. If MichCon finds at any time within twelve 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 the undercharge, and Customer, upon verifying the same, shall pay such amount within 30 days.

A-12. CREDITWORTHINESS

- a) Upon execution of this Agreement, or at anytime during the term hereof, if MichCon feels insecure with regard to Customer's ability to meet its payment obligations, either because of Customer's failure to meet MichCon's criteria for creditworthiness, failure to pay any statement rendered by MichCon, or otherwise, MichCon may require that Customer do any one or more of the following:

LT-2
Attachment A - 10/18/00
Page 5 of 9

(Continued on Sheet No. F-83.17)

MICHIGAN PUBLIC SERVICE COMMISSION
DEC 5 2000
FILED _____

CANCELLED BY ORDER 413155
REMOVED BY CDP
DATE 3-1-02

(Continued From Sheet No. F-83.15)

which are collected and remitted or paid on Customer's behalf by MichCon because of Customer's failure to pay.

A-11. BILLING AND PAYMENT

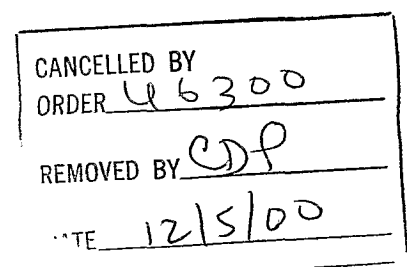
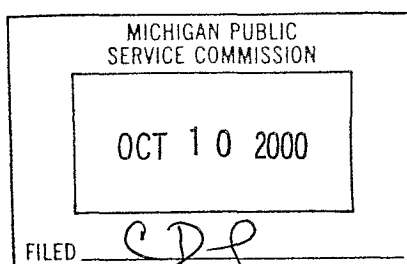
- a) On or about the twentieth day of each calendar month, MichCon shall render a statement to Customer for the total quantity of gas transported during the preceding calendar month. Customer will pay MichCon, on or before the due date, the amount billed in that statement. All such payments shall be made in the form of immediately available funds directed to a bank account designated by MichCon on its invoice.
- b) The statements rendered pursuant to this Agreement will be denominated in U.S. Dollars (\$U.S.). All payments must be made in \$U.S.
- c) Customer 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.
- d) Should Customer fail to pay any undisputed amount of any statement rendered by MichCon as herein provided when such amount is due, a late payment charge as provided in MichCon's Tariffs will be added to the statement.
- e) If Customer finds at any time within twelve (12) months after the date of any statement rendered by MichCon that it has been overcharged in the amount billed in such statement, and if the overcharge has been paid, and Customer makes a claim therefor within 60 days from the date of discovery thereof, the overcharge, if verified, must be refunded within 30 days. If MichCon finds at any time within twelve 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 the undercharge, and Customer, upon verifying the same, shall pay such amount within 30 days.

A-12. CREDITWORTHINESS

- a) Upon execution of this Agreement, or at anytime during the term hereof, if MichCon feels insecure with regard to Customer's ability to meet its payment obligations, either because of Customer's failure to meet MichCon's criteria for creditworthiness, failure to pay any statement rendered by MichCon, or otherwise, MichCon may require that Customer do any one or more of the following:

LT-2
Attachment A - 8/13/99
Page 5 of 9

(Continued on Sheet No. F-83.17)



(Continued From Sheet No. F-83.16)

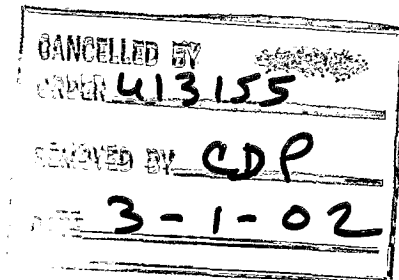
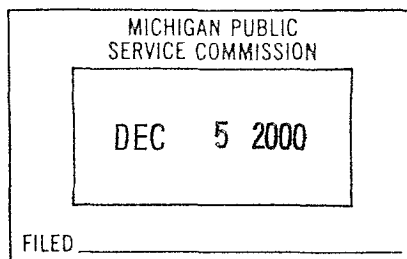
- i. Provide MichCon with a corporate guarantee of Customer's performance under this Agreement;
 - ii. Provide MichCon with an irrevocable stand-by letter of credit in a form, and with a bank, acceptable to MichCon;
 - iii. Pay in advance for all transportation services under this Agreement.
- b) If Customer fails to comply with any one or more of the requirements set forth above within 48 hours after receiving a request to do so from MichCon, MichCon may refuse to commence, may suspend and/or may terminate service under this Agreement.

A-13. FORCE MAJEURE

- a) Neither Customer 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, and restraints of rulers and peoples, civil disturbances, explosions, breakage or accident to machinery or lines of pipe or the necessity to make repairs, tests, or alteration to machinery or lines of pipe, 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, and whether caused or occasioned by or happening on the account of the act or omission of one of the parties hereto or some person or concern not a party hereto, 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 control of the party claiming suspension.
- b) Such causes or 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

LT-2
Attachment A - 10/18/00
Page 6 of 9

(Continued on Sheet No. F-83.18)



(Continued From Sheet No. F-83.16)

- i. Provide MichCon with a corporate guarantee of Customer's performance under this Agreement;
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 - iii. Pay in advance for all transportation services under this Agreement.
- b) If Customer fails to comply with any one or more of the requirements set forth above within 48 hours after receiving a request to do so from MichCon, MichCon may refuse to commence, may suspend and/or may terminate service under this Agreement.

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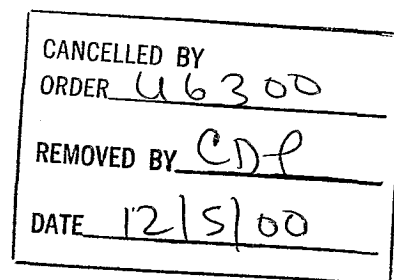
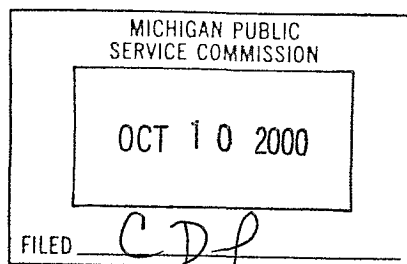
- a) Neither Customer nor MichCon shall be liable in damages, or in any other remedy, legal or equitable, to the other for any act, omission or circumstances occasioned by or in consequence of any acts of God, strikes, lockouts, acts of the public enemy, wars, sabotage, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests, and restraints of rulers and peoples, civil disturbances, explosions, breakage or accident to machinery or lines of pipe or the necessity to make repairs, tests, or alteration to machinery or lines of pipe, 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, and whether caused or occasioned by or happening on the account of the act or omission of one of the parties hereto or some person or concern not a party hereto, 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 control of the party claiming suspension.
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LT-2

Attachment A - 8/13/99

Page 6 of 9

(Continued on Sheet No. F-83.18)



(Continued From Sheet No. F-83.17)

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 telegraph to the other party as soon as possible after the occurrence relied on.

A-14. REGULATION

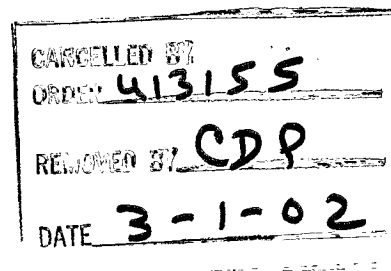
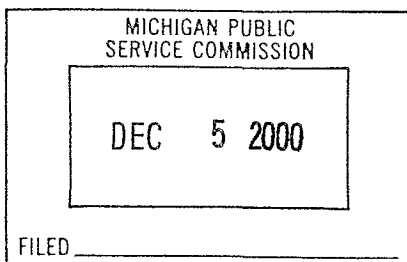
- a) This Agreement and the respective obligations of the parties hereunder are subject to all laws, orders, rules and regulations of duly constituted authorities having jurisdiction. This Agreement is also subject to all applicable federal, state and local taxes or surcharges.

A-15. DISPUTES AND GOVERNING LAW

- a) This Agreement shall be governed by the law of the state of Michigan. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, not settled by the management of the parties, shall be submitted to the jurisdiction of the MPSC. Any controversy or claim outside the jurisdiction of the MPSC, shall be settled by arbitration in accordance with this Section, A-15 and the Commercial Arbitration Rules of the American Arbitration Association. Judgment upon the award rendered by the arbitrator may be entered in any court located within the State of Michigan having jurisdiction thereof.
- b) The arbitration hearing shall be held in Detroit, Michigan on ten days' notice to the parties.
- c) No arbitration proceeding may consider a matter designated by this Agreement to be within the judgment or discretion of one party, and the arbitration proceeding may not revoke or revise any provisions of this Agreement.
- d) An award rendered by the arbitrator will be final and binding on all parties to the proceeding.
- e) Unless the arbitrator, for good cause shown, apportions the costs of the arbitration proceeding between the parties, the arbitrator's award shall direct the losing party to pay the costs of the arbitration proceeding, which shall include the arbitrator's bill for services, any amounts charged by the American Arbitration Association in connection with the arbitration proceeding, and any costs, internal charges and out-of-pocket expenses incurred by the prevailing party in connection with the preparation for or conduct of the proceeding, including reasonable attorneys' fees and time charges.

LT-2
Attachment A - 10/18/00
Page 7 of 9

(Continued on Sheet No. F-83.19)



(Continued From Sheet No. F-83.17)

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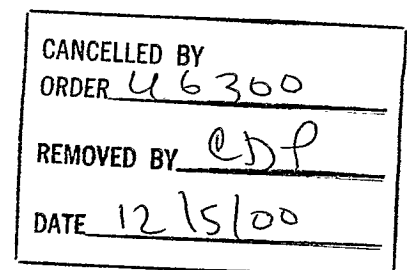
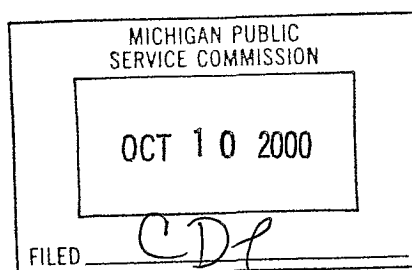
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LT-2
Attachment A - 8/13/99
Page 7 of 9

(Continued on Sheet No. F-83.19)



(Continued From Sheet No. F-83.18)

- f) In no event shall either party be required to arbitrate any dispute based on transactions or occurrences which occurred more than 24 months prior to the date of the demand for arbitration, and mailing shall not be presumed to be timely in the absence of official postal proof of the date of mailing.

A-16 LIMITATION

- a). Neither party shall be liable to the other party for consequential, incidental, exemplary, punitive, or indirect damages, lost profits or other business interruption damages, arising out of the performance or nonperformance of any obligation under this Agreement, by statute, in tort or contract, under any indemnity provision or otherwise.

A-17. NON-WAIVER OF FUTURE DEFAULTS

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

A-18. ASSIGNMENT

- a) Customer may not assign this Agreement or any of its rights or obligations arising under this Agreement without the prior written consent of MichCon.

A-19. NOTICE

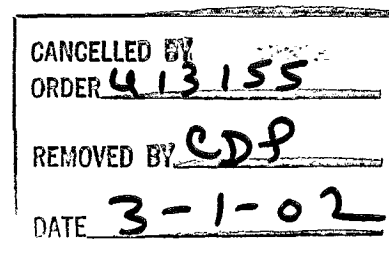
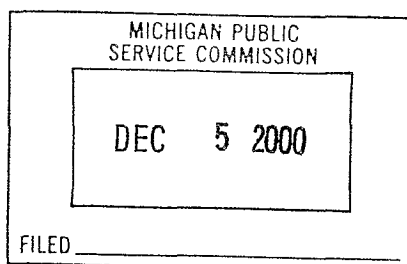
- a) Any notice, request, demand, statement or payment provided for in this Agreement shall be sent to the address indicated on page 1 of the Agreement unless directed otherwise on the statement. Either party may change its address for notices by giving written notice of the change to the other party.

A-20. SEVERABILITY

- a) In case any one or more of the provisions contained in this Agreement is for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision of this Agreement and this Agreement shall be construed as if such invalid, illegal or unenforceable provision or provisions had never been contained herein.

LT-2
Attachment A - 10/18/00
Page 8 of 9

(Continued on Sheet No. F-83.20)



(Continued From Sheet No. F-83.18)

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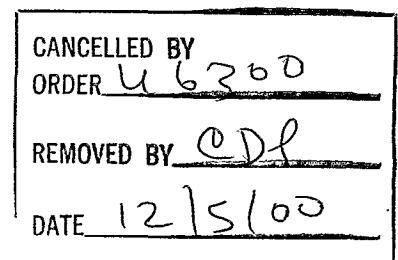
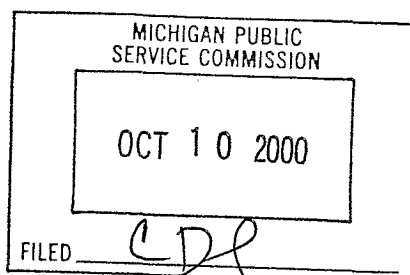
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LT-2
Attachment A - 8/13/99
Page 8 of 9

(Continued on Sheet No. F-83.20)



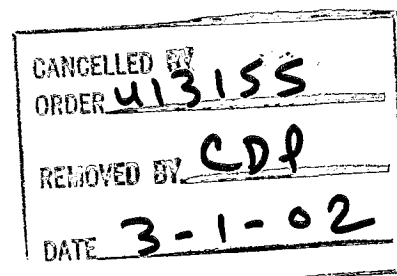
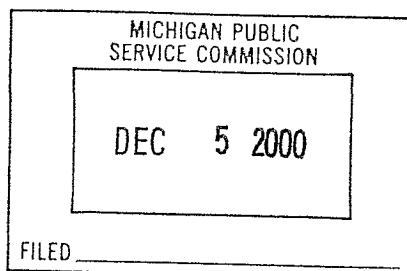
(Continued From Sheet No. F-83.19)

A-21. ENTIRETY

- a) This Agreement constitutes the entire agreement between MichCon and Customer concerning the subject matter hereof, and supersedes all prior negotiations, representations and correspondence.

[END OF ATTACHMENT A]

LT-2
Attachment A - 10/18/00
Page 9 of 9



(Continued From Sheet No. F-83.19)

A-21. ENTIRETY

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[END OF ATTACHMENT A]

LT-2
Attachment A - 8/13/99
Page 9 of 9

MICHIGAN PUBLIC SERVICE COMMISSION
OCT 10 2000
FILED <u>CDP</u>

CANCELLED BY	
ORDER	<u>46300</u>
REMOVED BY	<u>CDP</u>
DATE	<u>12/5/00</u>

TRANSPORTATION AGREEMENT

THIS AGREEMENT entered into as of this 1st day of , 199 , by and between

("Shipper"), having an office at

and MICHIGAN

CONSOLIDATED GAS COMPANY ("MichCon"), having its principal offices at 500

Griswold, Detroit, Michigan 48226;

RECITALS

- A. Shipper, has requested MichCon to transport Gas on Shipper's behalf; and
B. MichCon is willing to provide the requested transportation subject to the terms and conditions contained in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises, agreements and undertakings hereinafter set forth, Shipper and MichCon agree as follows:

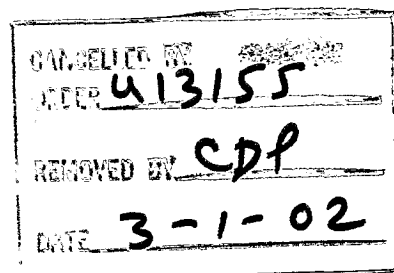
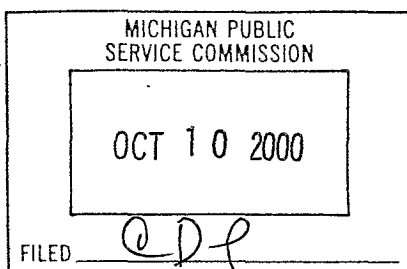
ARTICLE I

GAS TRANSPORTATION SERVICE

1.1 Shipper shall deliver or cause to be delivered to MichCon, Natural Gas for transportation on the Northern Michigan Wet Header System, and MichCon shall receive, transport and redeliver Equivalent Quantities of Natural Gas to Shipper or for the account of Shipper, up to a Maximum Daily Quantity (MDQ) of ___ Mcf. This transportation service shall be on a Firm Basis. Exhibit "C", attached to this Agreement and made part of it, sets forth the allowable routing of transportation provided pursuant to this Agreement, by designation of the Point(s) of Receipt and Point(s) of Delivery.

whft.doc
07/10/97

(Continued on Sheet No. F-85.00)



(Continued From Sheet No. F-83.00)

ATTACHMENT C
TRANSPORTATION CHARGE

With reference to Section 2(b)(ii) of the Gas Transportation Agreement dated
_____ between Michigan Consolidated Gas Company ("MichCon")
and _____

("Customer") the parties agree as follows:

- 1) Until agreed to otherwise by the parties, the transportation charge shall be the charge the Customer would have paid during the month, had it elected to be served under the Transportation Rate Schedule No. _____.

MICHIGAN CONSOLIDATED GAS COMPANY

By: _____
H. L. Dow III
Vice President

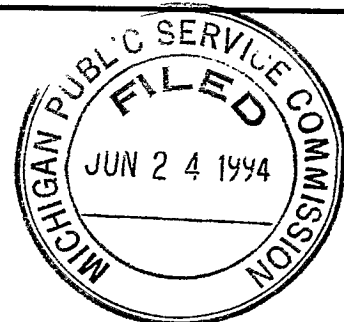
By: _____
(Signature)

Name: _____

Title: _____

(Continued on Sheet No. F-85.00)

CANCELLED BY ORDER <u>46300</u>
REMOVED BY <u>COF</u>
DATE <u>10-11-00</u>



(Continued From Sheet No. F-84.00)

1.2 MichCon, at its sole option, may, if tendered by Shipper, transport daily quantities in excess of the MDQ.

1.3 If, in any consecutive three month period, Shipper delivers an average daily volume of Gas which exceeds the MDQ by 10 percent, then MichCon shall have the right, after providing written notice to Shipper, to increase the MDQ under this Agreement to the average of the daily volumes of Gas delivered over the three month period.

1.4 Two Times each year, on January 1st and July 1st, after giving MichCon 30 days prior written notice, Shipper may increase or decrease the MDQ under the terms of this Agreement. If the MDQ change is an increase, MichCon Will agree to the increase if the Northern Michigan Wet Header System has, in MichCon's sole reasonable judgment, available capacity. If the MDQ change is a decrease, Shipper can decrease the MDQ by no more than 12.5 percent of the then effective MDQ during any semiannual adjustment.

ARTICLE II

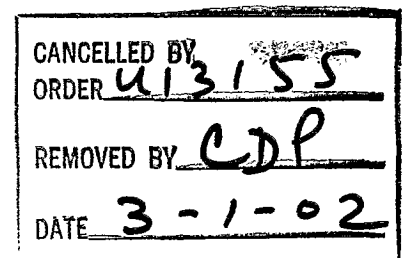
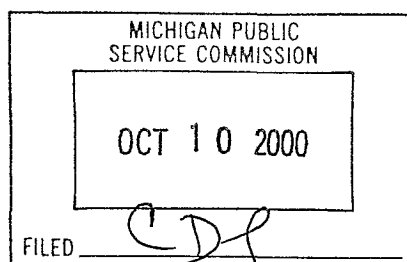
POINT(S) OF RECEIPT

2.1 Shipper shall deliver or cause to be delivered Natural Gas at the Point(s) of Receipt set forth in Exhibit "A", which is attached to this Agreement and made part of it.

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

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07/10/97

(Continued on Sheet No. F-86.00)



(Continued From Sheet No. F-84.00)

ATTACHMENT D

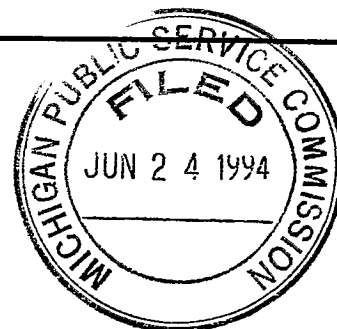
ARBITRATION

- (a) The arbitration hearing shall be held in Detroit, Michigan on ten days notice to the parties.
- (b) The arbitrator shall not have authority to fashion a remedy that includes consequential or punitive damages, and the arbitrator is hereby prohibited from awarding injunctive relief of any kind, whether temporary, mandatory or prohibitory.
- (c) An award rendered by the arbitrator shall be final and binding on all parties to the proceeding.
- (d) Unless the arbitrator, for good cause shown, apportions the costs of the arbitration proceeding between the parties, the arbitrator's award shall direct the losing party to pay the costs of the arbitration proceeding, which shall include the arbitrator's bill for services, any amounts charged by the American Arbitration Association in connection with the arbitration proceeding, and any costs, internal charges and out-of-pocket expenses incurred by the prevailing party in connection with the preparation for or conduct of the proceeding, including reasonable attorneys' fees and time charges.
- (e) In no event shall either party be required to arbitrate any dispute based on transactions or occurrences which occurred more than 24 months prior to the date of the demand for arbitration, and mailing shall not be presumed to be timely in the absence of official postal proof of the date of mailing.

CANCELLED BY
ORDER 46300

REMOVED BY CDJ

DATE 10-11-00



(Continued From Sheet No. F-85.00)

ARTICLE III

POINT(S) OF DELIVERY

3.1 MichCon shall redeliver to Shipper, or for the account of Shipper at the Point(s) of Delivery set forth in Exhibit "B", which is attached to this Agreement and made part of it, Equivalent Quantities of Natural Gas. For its loss and use MichCon shall retain, for all gas delivered at the outlet of the Amoco Kalkaska Gas Processing Plant (Amoco Plant), .9% of the volumes received.

ARTICLE IV

TERM

4.1 The initial term of this Agreement shall be a period of __ year(s) commencing on the date of this Agreement. Thereafter, the term of this Agreement shall be automatically extended for successive periods of one month, unless and until terminated pursuant to Section 4.2.

4.2 This Agreement may be terminated by either party at the end of the initial term or at any time thereafter by either party giving 90 days prior written notice to the other party.

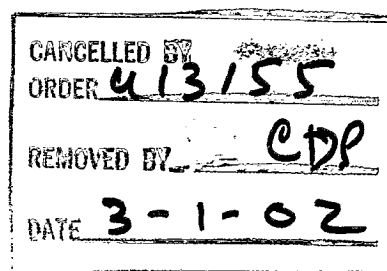
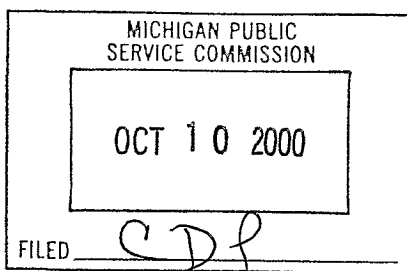
ARTICLE V

TRANSPORTATION CHARGE

5.1 For all transportation hereunder, Shipper shall pay MichCon the charges specified in Exhibit "C".

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07/10/97

(Continued on Sheet No. F-87.00)



WHFT _____

TRANSPORTATION AGREEMENT

THIS AGREEMENT entered into as of this 1st day of _____, 199 , by and
between _____ ("Shipper"), having an office at _____
and MICHIGAN CONSOLIDATED GAS COMPANY ("MichCon"),
having its principal offices at 500 Griswold, Detroit, Michigan 48226;

RECITALS

- A. Shipper, has requested MichCon to transport Gas on Shipper's behalf; and
- B. MichCon is willing to provide the requested transportation subject to the
terms and conditions contained in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises, agreements and
undertakings hereinafter set forth, Shipper and MichCon agree as follows:

ARTICLE I

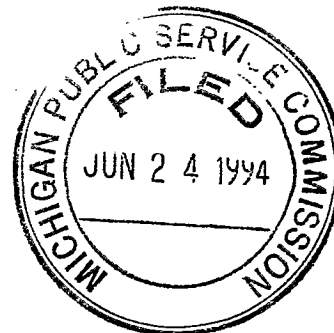
GAS TRANSPORTATION SERVICE

1.1 Shipper shall deliver or cause to be delivered to MichCon, Natural Gas
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shall receive, transport and redeliver Equivalent Quantities of Natural Gas to

whft-11.92

(Continued on Sheet No. F-87.00)

CANCELLED BY
ORDER 46300
REMOVED BY CDP
DATE 10-11-00



(Continued From Sheet No. F-86.00)

ARTICLE VI

MATERIAL BALANCE PROGRAM

6.1 This Agreement is subject to the policies and procedures of the Material Balance Program, and any amendments made thereto from time to time by MichCon. The Material Balance Program is the measurement, analysis, allocation and accounting procedure which has been used by MichCon for allocating and accounting for the quantities of components both in the gas and liquids delivered into and removed from the Northern Michigan Wet Header System between MichCon and Shipper. Shipper acknowledges that it has reviewed and understands the Material Balance Program and its procedures. In the event of a conflict between the terms and conditions of this Agreement and the Material Balance Program, the policies and procedures of the Material Balance Program shall control.

ARTICLE VII

GENERAL TERMS & CONDITIONS

7.1 This Agreement is specifically subject to the General Terms and Conditions, which are attached hereto as Exhibit "D" and made part hereof.

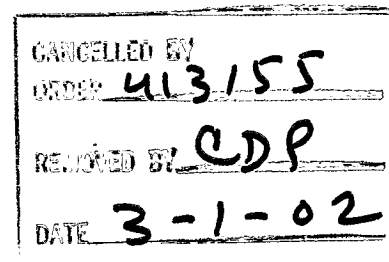
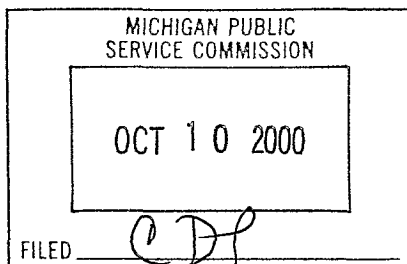
ARTICLE VIII

NOTICE

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

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07/10/97

(Continued on Sheet No. F-88.00)



(Continued from Sheet No. F-86.00)

Shipper or for the account of Shipper, up to a Maximum Daily Quantity (MDQ) of _____ Mcf. This transportation service shall be on a Firm Basis. Exhibit "C", attached to this Agreement and made part of it, sets forth the allowable routing of transportation provided pursuant to this Agreement, by designation of the Point(s) of Receipt and Point(s) of Delivery.

1.2 MichCon, at its sole option, may, if tendered by Shipper, transport daily quantities in excess of the MDQ.

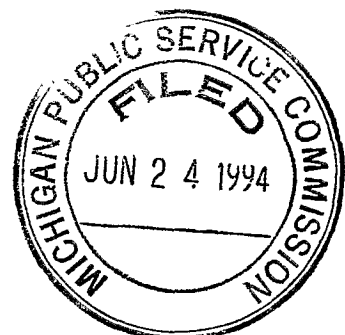
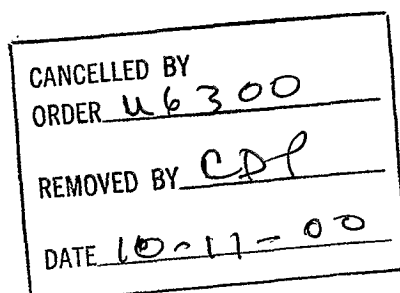
1.3 If, in any consecutive three month period, Shipper delivers an average daily volume of Gas which exceeds the MDQ by 10 percent, then MichCon shall have the right, after providing written notice to Shipper, to increase the MDQ under this Agreement to the average of the daily volumes of Gas delivered over the three month period.

1.4 Two Times each year, on January 1st and July 1st, after giving MichCon 30 days prior written notice, Shipper may increase or decrease the MDQ under the terms of this Agreement. If the MDQ change is an increase, MichCon Will agree to the increase if the Northern Michigan Wet Header System has, in MichCon's sole reasonable judgement, available capacity. If the MDQ change is a decrease, Shipper can decrease the MDQ by no more than 12.5 percent of the then effective MDQ during any semiannual adjustment.

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2

(Continued on Sheet No. F-88.00)



(Continued From Sheet No. F-87.00)

Shipper:

Telephone: () -
Telecopy: () -

MichCon:

Payments: As directed on the invoice

Nominations: Manager, Transportation & Exchange
All Other: Manager, Gas Supply Services

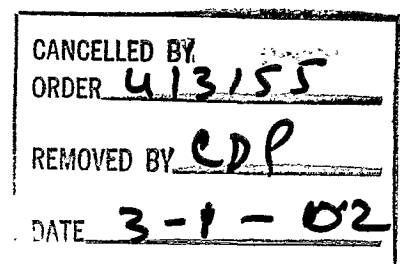
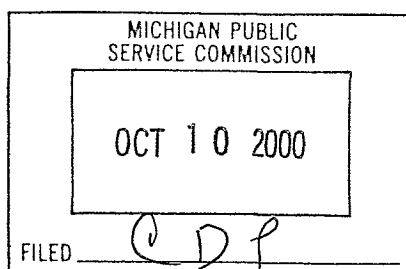
Michigan Consolidated Gas Company
500 Griswold Street, 26th Floor
Detroit, Michigan 48226
Telephone: (313) 256-5278
Telecopy: (313) 256-6416

8.2 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.

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.

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07/10/97

(Continued on Sheet No. F-89.00)



(Continued from Sheet No. F-87.00)

ARTICLE II

POINT(S) OF RECEIPT

2.1 Shipper shall deliver or cause to be delivered Natural Gas at the Point(s) of Receipt set forth in Exhibit "A", which is attached to this Agreement and made part of it.

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

ARTICLE III

POINT(S) OF DELIVERY

3.1 MichCon shall redeliver to Shipper, or for the account of Shipper at the Point(s) of Delivery set forth in Exhibit "B", which is attached to this Agreement and made part of it, Equivalent Quantities of Natural Gas. For its loss and use MichCon shall retain, for all gas delivered at the outlet of the Amoco Kalkaska Gas Processing Plant (Amoco Plant), .9% of the volumes received.

ARTICLE IV

TERM

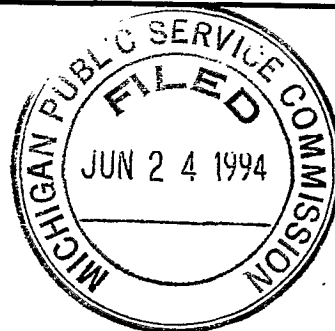
4.1 The initial term of this Agreement shall be a period of __ year(s) commencing on the date of this Agreement. Thereafter, the term of this Agreement shall be automatically extended for successive periods of one month,

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3

(Continued on Sheet No. F-89.00)

CANCELLED BY	
ORDER	46300
REMOVED BY	CDP
DATE	10-11-00



(Continued From Sheet No. F-88.00)

MICHIGAN CONSOLIDATED GAS COMPANY

By: _____

Title: Senior Vice President

By: _____

Title: _____

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07/10/97

(Continued on Sheet No. F-90.00)

MICHIGAN PUBLIC SERVICE COMMISSION
OCT 10 2000
FILED <u>CDP</u>

CANCELLED BY
ORDER <u>413155</u>
REMOVED BY <u>CDP</u>
DATE <u>3-1-02</u>

(Continued from Sheet No. F-88.00)

unless and until terminated pursuant to Section 4.2.

4.2 This Agreement may be terminated by either party at the end of the initial term or at any time thereafter by either party giving 90 days prior written notice to the other party.

ARTICLE V

TRANSPORTATION CHARGE

5.1 For all transportation hereunder, Shipper shall pay MichCon the charges specified in Exhibit "C".

ARTICLE VI

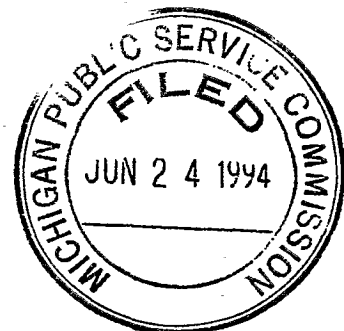
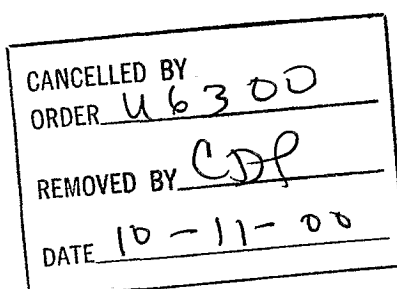
MATERIAL BALANCE PROGRAM

6.1 This Agreement is subject to the policies and procedures of the Material Balance Program, and any amendments made thereto from time to time by MichCon. The Material Balance Program is the measurement, analysis, allocation and accounting procedure which has been used by MichCon for allocating and accounting for the quantities of components both in the gas and liquids delivered into and removed from the Northern Michigan Wet Header System between MichCon and Shipper. Shipper acknowledges that it has reviewed and understands the Material Balance Program and its procedures. In the event of a conflict between the terms and conditions of this Agreement and the Material Balance Program, the policies and procedures of the Material Balance Program shall

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4

(Continued on Sheet No. F-90.00)



(Continued From Sheet No. F-89.00)

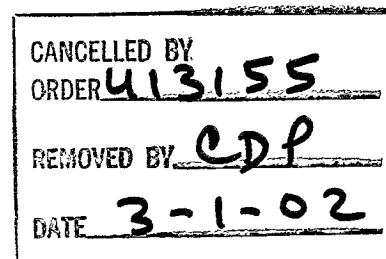
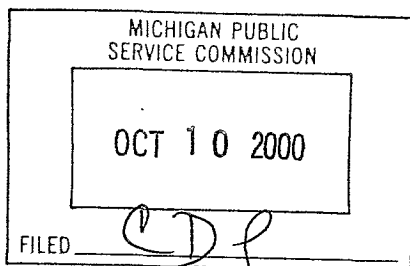
EXHIBIT "A"

Point(s) of Receipt

<u>Number</u>	<u>Facility / Well Name</u>	<u>Meter Number</u>
---------------	-----------------------------	-------------------------

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07/10/97

(Continued on Sheet No. F-91.00)



(Continued from Sheet No. F-89.00)

control.

ARTICLE VII

GENERAL TERMS & CONDITIONS

7.1 This Agreement is specifically subject to the General Terms and Conditions, which are attached hereto as Exhibit "D" and made part hereof.

ARTICLE VIII

NOTICE

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

Shipper:

Telephone: () -
Telecopy: () -

MichCon:

Payments: As directed on the invoice

Nominations: Manager, Transportation & Exchange
All Other: Manager, Gas Supply Services

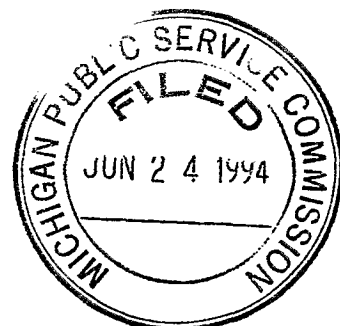
Michigan Consolidated Gas Company
500 Griswold Street, 26th Floor
Detroit, Michigan 48226
Telephone: (313) 256-5278
Telecopy: (313) 256-6416

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5

(Continued on Sheet No. F-91.00)

CANCELLED BY
ORDER 46300
REMOVED BY CDJ
DATE 10-11-00



(Continued From Sheet No. F-90.00)

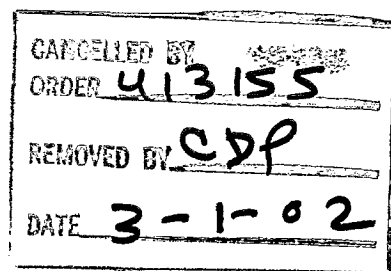
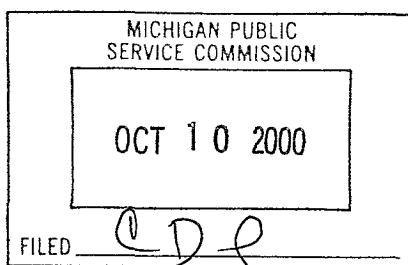
EXHIBIT "B"

Point(s) of Delivery

<u>Number</u>	<u>Facility Name</u>	<u>Meter Name</u>
1.	Kalkaska Inlet Facility Kalkaska County Michigan	KIF

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07/10/97

(Continued on Sheet No. F-92.00)



(Continued from Sheet No. F-90.00)

8.2 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.

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: _____

Title: Senior Vice President

By: _____

Title: _____

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6

(Continued on Sheet No. F-92.00)

CANCELLED BY	ORDER <u>46300</u>
REMOVED BY	<u>CDP</u>
DATE	<u>10-11-00</u>



(Continued From Sheet No. F-91.00)

EXHIBIT "C"

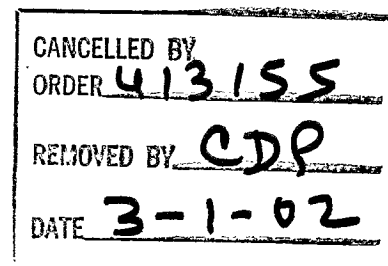
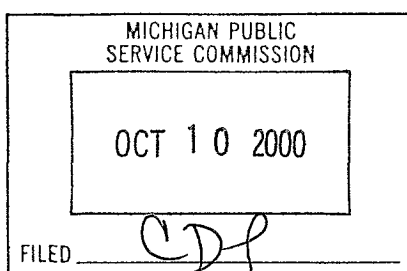
Transportation Charges and Allowable Routing

1. Monthly Customer / Administration Charge
\$300.00
2. Wet Header Demand Charge
\$0.022 x MDQ x Number of Days in the Month
3. Wet Header Volume in Excess of MDQ Charge
0.022 per Mcf
4. Wet Header Lateral Commodity Charge
\$0.075 Per Mcf for use of MichCon Laterals (if Applicable)
5. Allowable Routing

<u>Point(s) of Receipt</u>	<u>Point(s) of Delivery</u>	<u>Percentage of MDQ</u>
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07/10/97

(Continued on Sheet No. F-93.00)



(Continued from Sheet No. F-91.00)

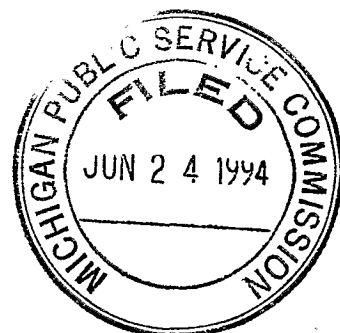
EXHIBIT "A"

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(Continued on Sheet No. F-93.00)

CANCELLED BY	
ORDER	46300
REMOVED BY	CDP
DATE	10-11-00



(Continued From Sheet No. F-92.00)

EXHIBIT "D"

GENERAL TERMS AND CONDITIONS

SECTION I

DEFINITIONS

D-1.1 The term "day" shall mean a period of twenty-four (24) consecutive hours commencing at noon, local time or such other time as may be mutually agreed upon.

D-1.2 The term "Month" means the period beginning at noon local time on the first day of a calendar month and ending at noon local time on the first day of the following calendar month.

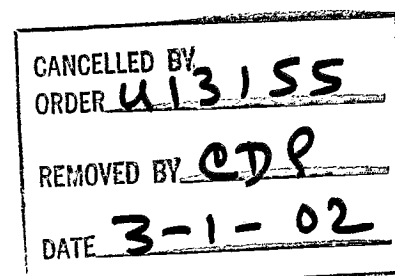
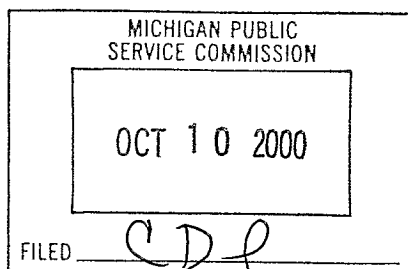
D-1.3 The term "Equivalent Quantities" shall mean a molecularly equivalent amount of either Natural Gas or Condensate less any amount withheld by MichCon for use and loss pursuant to Article III of this Agreement.

D-1.4 The term "Natural Gas" or "Gas" means vapor phase hydrocarbon components and non-hydrocarbon components, including gas well gas, casinghead gas produced and separated from oil or condensate, and residue gas resulting from processing either casinghead gas or gas well gas.

D-1.5 The term "Condensate" means the liquid phase hydrocarbon components and non-hydrocarbon components including (a) condensate or distillate produced from Shipper's gas wells, (b) natural gasoline produced as a result of compression of Natural Gas, and (c) such other hydrocarbon liquids other than crude oil which will not interfere with gas operations on MichCon's pipeline.

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07/10/97

(Continued on Sheet No. F-94.00)



(Continued from Sheet No. F-92.00)

EXHIBIT "B"

whft-11.92

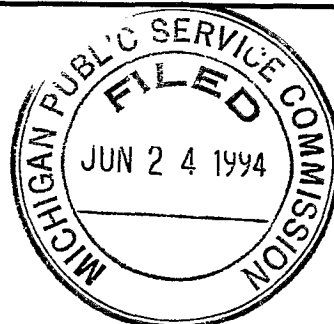
8

(Continued on Sheet No. F-94.00)

CANCELLED BY
ORDER 6300

REMOVED BY CDP

DATE 10-11-00



(Continued From Sheet No. F-93.00)

D-1.6 The term "Maximum Daily Quantity" or "MDQ" shall mean the greatest number of Mcf's that MichCon is obligated to receive on behalf of Shipper on any day.

D-1.7 The term "Commission" shall mean the Michigan Public Service Commission or any successor regulatory authority having jurisdiction.

D-1.8 The term "Processing Plant" shall mean either the Shell or Amoco processing plants, located in Kalkaska, MI, as elected by Shipper in Section D-2.1.

D-1.9 The term "Mcf" means one thousand cubic feet of gas at a base temperature of 60° Fahrenheit and a base pressure of 14.65 psia.

D-1.10 The term "Mmcf" means 1,000 Mcf's.

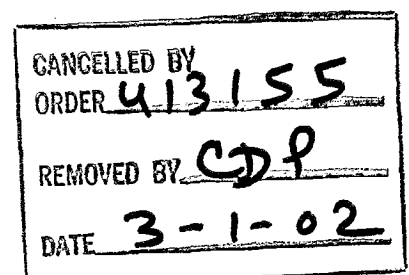
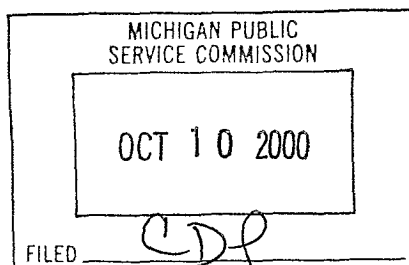
D-1.11 The term "Firm Basis" means that MichCon agrees to transport up to the MDQ each day during the term of the Agreement from the Point(s) of Receipt to the Point(s) of Delivery, except for reasons of Force Majeure.

D-1.12 The term "Interruptible Basis" means that this service may be wholly or partly interrupted, when in MichCon's sole judgment, interruption is necessary due, to operating conditions, unavailability of sufficient capacity on MichCon's system, or to the needs of MichCon's sales customers.

D-1.13 The term "Northern Michigan Wet Header System" shall mean the pipeline extending from a point near Kalkaska, Michigan northeasterly to Section 11, T34N, R6E, Presque Isle County, Michigan, and from the same point southwesterly to Section 5, T22N, R15W, Manistee County, Michigan, which MichCon has acquired or constructed to transport

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07/10/97

(Continued on Sheet No. F-95.00)



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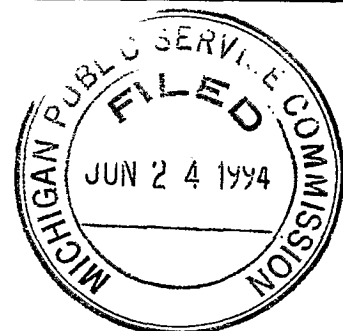
EXHIBIT "C"

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9

(Continued on Sheet No. F-95.00)

CANCELLED BY
ORDER 46300
REMOVED BY CDP
DATE 10-11-00



(Continued From Sheet No. F-94.00)

natural gas from Point(s) of Receipt to Point(s) of Delivery for itself and others, together with existing and future extensions or loops thereof.

SECTION II

NOMINATIONS, DELIVERIES

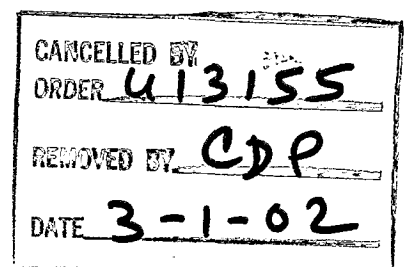
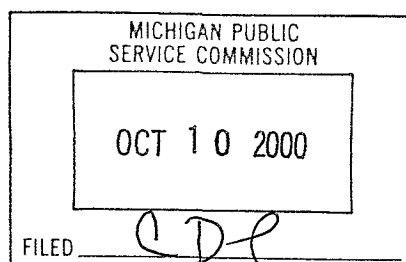
D-2.1 Shipper shall complete and send the Nomination Form (Exhibit "E" to this Agreement) to the appropriate party by the 6th work day of the preceding month for all volumes of Gas that will be transported pursuant to this Agreement during the following month. MichCon shall not be obligated to transport any Gas for which the Nomination Form is either not received on a timely basis or is received incomplete. MichCon may from time to time update or amend Exhibit "E" as needed. If MichCon operates the Point(s) of Receipt, the appropriate party to notify is MichCon Gas Control at telecopy number (313) 256-5890. If Consumers Power Company operates the Point(s) of Receipt the appropriate party to notify is Consumers Power Gas Control at telecopy number (517) 788-1857.

D-2.2 If requested by MichCon, Shipper shall provide an affidavit of truth stating that Shipper has downstream agreements with a third party sufficient to handle the volumes of Gas proposed to be transported on the Northern Michigan Wet Header System and stating the period of time those agreements cover. If Shipper fails to provide such an affidavit, then MichCon shall have the sole right to reject Shippers monthly nomination and to refuse to transport the volumes nominated.

D-2.3 To allow MichCon to efficiently operate its system, Shipper agrees to use its best efforts to deliver Gas at uniform daily rates.

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07/10/97

(Continued on Sheet No. F-96.00)



(Continued from Sheet No. F-94.00)

EXHIBIT "D"

GENERAL TERMS AND CONDITIONS

SECTION I

DEFINITIONS

D-1.1 The term "day" shall mean a period of twenty-four (24) consecutive hours commencing at noon, local time or such other time as may be mutually agreed upon.

D-1.2 The term "Month" means the period beginning at noon local time on the first day of a calendar month and ending at noon local time on the first day of the following calendar month.

D-1.3 The term "Equivalent Quantities" shall mean a molecularly equivalent amount of either Natural Gas or Condensate less any amount withheld by MichCon for use and loss pursuant to Article III of this Agreement.

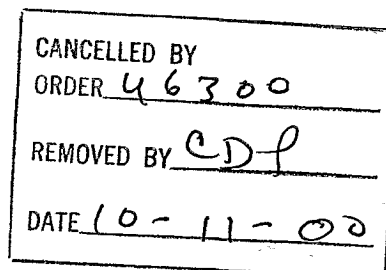
D-1.4 The term "Natural Gas" or "Gas" means vapor phase hydrocarbon components and non-hydrocarbon components, including gas well gas, casinghead gas produced and separated from oil or condensate, and residue gas resulting from processing either casinghead gas or gas well gas.

D-1.5 The term "Condensate" means the liquid phase hydrocarbon components and non-hydrocarbon components including (a) condensate or distillate produced from Shipper's gas wells, (b) natural gasoline produced as a result of compression of Natural Gas, and (c) such other hydrocarbon liquids other than crude oil which will not interfere with gas operations on MichCon's pipeline.

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10

(Continued on Sheet No. F-96.00)



(Continued From Sheet No. F-95.00)

SECTION III

DISPOSITION OF GAS

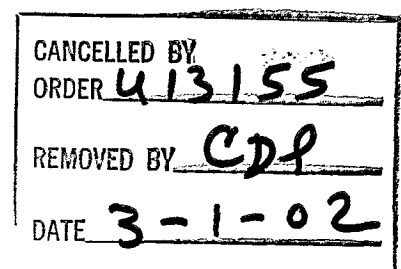
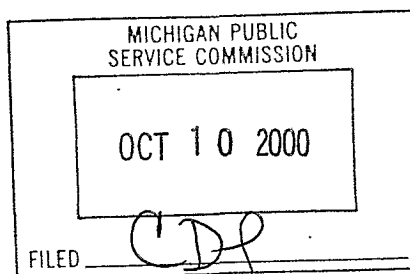
D-3.1 Because of the inability of MichCon and Shipper to maintain precise control over the rate of flow and volumes of Gas to be received and delivered, continuous efforts shall be exercised to maintain the receipts and deliveries in balance. MichCon reserves the right to refuse deliveries at the Point(s) of Receipt or to increase or decrease deliveries at the Point(s) of Delivery to correct imbalances. Any action taken by MichCon to correct imbalances shall not be considered a curtailment or interruption of service. MichCon will provide Shipper with 24 hours advance notice before increasing, decreasing or refusing deliveries or redeliveries pursuant to this section.

D-3.2 If upon the termination of this Agreement, Shipper has not caused to be delivered to MichCon at the Point(s) of Receipt, quantities of Gas that are volumetrically 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, the term of this Agreement shall be extended for a period of 60 days during which time Shipper shall cause the deficient volumes 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, \$10.00 per Mcf plus the currently effective Gas Cost Recovery Factor (pursuant to MichCon's Rules, Regulations and Rate Schedules on file with the Commission) for all such deficient volumes.

D-3.3 MichCon shall have the right to commingle Gas delivered hereunder with Gas owned by MichCon and/or transported by MichCon for others.

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(Continued on Sheet No. F-97.00)



(Continued from Sheet No. F-95.00)

D-1.6 The term "Maximum Daily Quantity" or "MDQ" shall mean the greatest number of Mcf's that MichCon is obligated to receive on behalf of Shipper on any day.

D-1.7 The term "Commission" shall mean the Michigan Public Service Commission or any successor regulatory authority having jurisdiction.

D-1.8 The term "Processing Plant" shall mean either the Shell or Amoco processing plants, located in Kalkaska, MI, as elected by Shipper in Section D-2.1.

D-1.9 The term "Mcf" means one thousand cubic feet of gas at a base temperature of 60° Fahrenheit and a base pressure of 14.65 psia.

D-1.10 The term "Mmcf" means 1,000 Mcf's.

D-1.11 The term "Firm Basis" means that MichCon agrees to transport up to the MDQ each day during the term of the Agreement from the Point(s) of Receipt to the Point(s) of Delivery, except for reasons of Force Majeure.

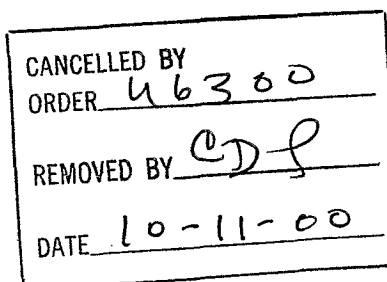
D-1.12 The term "Interruptible Basis" means that this service may be wholly or partly interrupted, when in MichCon's sole judgement, interruption is necessary due, to operating conditions, unavailability of sufficient capacity on MichCon's system, or to the needs of MichCon's sales customers.

D-1.13 The term "Northern Michigan Wet Header System" shall mean the pipeline extending from a point near Kalkaska, Michigan northeasterly to Section 11, T34N, R6E, Presque Isle County, Michigan, and from the same point southwesterly to Section 5, T22N, R15W, Manistee County, Michigan, which MichCon has acquired or constructed to transport natural gas from Point(s) of

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11

(Continued on Sheet No. F-97.00)



(Continued From Sheet No. F-96.00)

SECTION IV

CURTAILMENT AND PRIORITY OF SERVICE

D-4.1 In the event of insufficient capacity, resulting from Force Majeure, MichCon may curtail transportation service. The following priority shall apply: Local Distribution Companies having jurisdictional customers shall have first priority, followed by Firm transportation customers, then Interruptible transportation customers. If Shipper does not comply with curtailment as requested by MichCon, MichCon may suspend transportation service to Shipper under this Agreement for up to 30 days.

SECTION V

POSSESSION AND RESPONSIBILITY

D-5.1 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 Point(s) of Receipt and after it is redelivered by MichCon at the Point(s) of Delivery. MichCon shall be deemed in exclusive control and possession of said Gas and responsible for any damage or injury caused thereby after it is delivered by Shipper, or for Shipper's account, at the Point(s) of Receipt and before it is redelivered by MichCon at the Point(s) of Delivery.

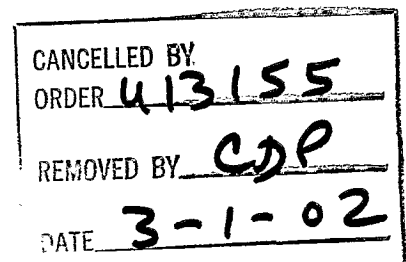
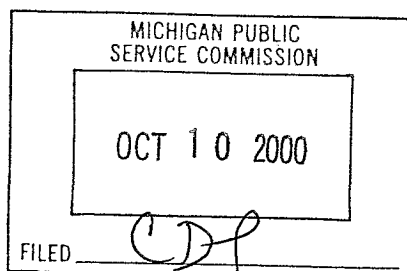
SECTION VI

DELIVERY PRESSURE

D-6.1 Shipper shall deliver volumes of Natural Gas or cause volumes of Natural Gas to be delivered to MichCon at the Point(s) of Receipt at MichCon's prevailing line pressure.

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07/10/97

(Continued on Sheet No. F-98.00)



(Continued from Sheet No. F-96.00)

Receipt to Point(s) of Delivery for itself and others, together with existing and future extensions or loops thereof.

SECTION II

NOMINATIONS, DELIVERIES

D-2.1 Shipper shall complete and send the Nomination Form (Exhibit "E" to this Agreement) to the appropriate party by the 6th work day of the preceding month for all volumes of Gas that will be transported pursuant to this Agreement during the following month. MichCon shall not be obligated to transport any Gas for which the Nomination Form is either not received on a timely basis or is received incomplete. MichCon may from time to time update or amend Exhibit "E" as needed. If MichCon operates the Point(s) of Receipt, the appropriate party to notify is MichCon Gas Control at telecopy number (313) 256-5890. If Consumers Power Company operates the Point(s) of Receipt the appropriate party to notify is Consumers Power Gas Control at telecopy number (517) 788-1857.

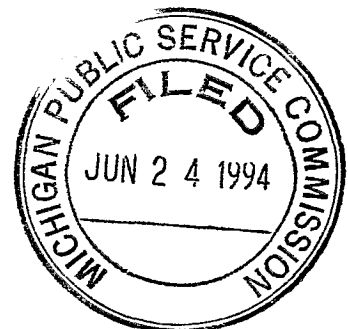
D-2.2 If requested by MichCon, Shipper shall provide an affidavit of truth stating that Shipper has downstream agreements with a third party sufficient to handle the volumes of Gas proposed to be transported on the Northern Michigan Wet Header System and stating the period of time those agreements cover. If Shipper fails to provide such an affidavit, then MichCon shall have the sole right to reject Shippers monthly nomination and to refuse to transport the volumes nominated.

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12

(Continued on Sheet No. F-98.00)

CANCELLED BY	
ORDER	46300
REMOVED BY	CDJ
DATE	10-11-00



(Continued From Sheet No. F-97.00)

Shipper shall receive volumes of Natural Gas, or cause volumes of Natural Gas to be received by a third party transporter, at the Point(s) of Delivery at MichCon's prevailing line pressure.

Neither party shall be obligated to install compression facilities.

SECTION VII

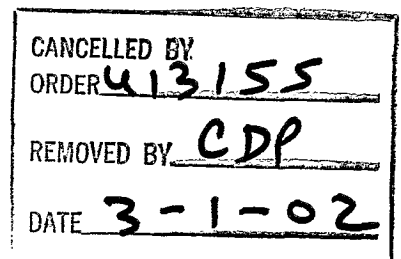
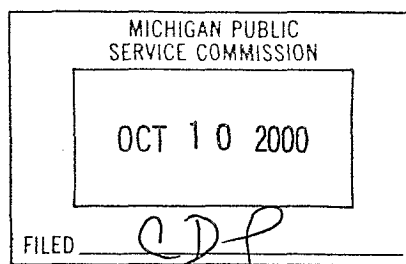
MEASUREMENT AND MONITORING

D-7.1 All quantities of Gas received at the Point(s) of Receipt by MichCon for the account of Shipper shall be measured at the Point(s) of Receipt by MichCon or its designee in accordance with, and shall comply with the measurement specifications contained in the Gas Measurement Committee Report #3, Natural Gas Department, American Gas Association, including the Appendix thereto, dated September 1985, and any subsequent amendments thereof.

D-7.2 All quantities of Gas delivered by MichCon to Shipper, or for the account of Shipper, will be measured at the Point(s) of Delivery by MichCon or its designee in accordance with, and shall comply with the measurement specifications contained in the Gas Measurement Committee Report #3, Natural Gas Department, American Gas Association, including the Appendix thereto, dated September 1985, and any subsequent amendments thereof.

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07/10/97

(Continued on Sheet No. F-99.00)



(Continued from Sheet No. F-97.00)

D-2.3 To allow MichCon to efficiently operate its system, Shipper agrees to use its best efforts to deliver Gas at uniform daily rates.

SECTION III

DISPOSITION OF GAS

D-3.1 Because of the inability of MichCon and Shipper to maintain precise control over the rate of flow and volumes of Gas to be received and delivered, continuous efforts shall be exercised to maintain the receipts and deliveries in balance. MichCon reserves the right to refuse deliveries at the Point(s) of Receipt or to increase or decrease deliveries at the Point(s) of Delivery to correct imbalances. Any action taken by MichCon to correct imbalances shall not be considered a curtailment or interruption of service. MichCon will provide Shipper with 24 hours advance notice before increasing, decreasing or refusing deliveries or redeliveries pursuant to this section.

D-3.2 If upon the termination of this Agreement, Shipper has not caused to be delivered to MichCon at the Point(s) of Receipt, quantities of Gas that are volumetrically 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, the term of this Agreement shall be extended for a period of 60 days during which time Shipper shall cause the deficient volumes 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, \$10.00 per

whft-11.92

13

(Continued on Sheet No. F-99.00)

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SECTION VIII

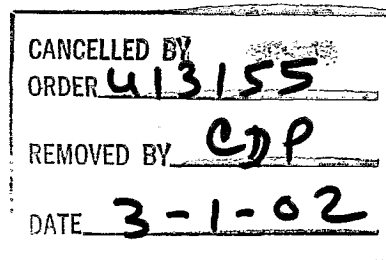
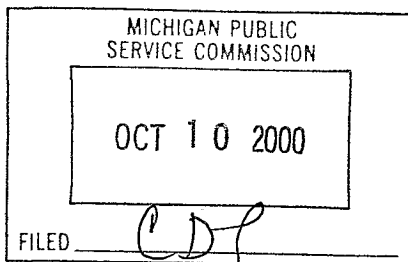
QUALITY

D-8.1 Unless prior approval is obtained from MichCon, all Gas and Condensate received from Shipper 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 and Condensate 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) The carbon dioxide content of the Gas shall not exceed 2.0 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;

whft.doc
07/10/97

(Continued on Sheet No. F-100.00)



(Continued from Sheet No. F-98.00)

Mcf plus the currently effective Gas Cost Recovery Factor (pursuant to MichCon's Rules, Regulations and Rate Schedules on file with the Commission) for all such deficient volumes.

D-3.3 MichCon shall have the right to commingle Gas delivered hereunder with Gas owned by MichCon and/or transported by MichCon for others.

SECTION IV

CURTAILMENT AND PRIORITY OF SERVICE

D-4.1 In the event of insufficient capacity, resulting from Force Majeure, MichCon may curtail transportation service. The following priority shall apply: Local Distribution Companies having jurisdictional customers shall have first priority, followed by Firm transportation customers, then Interruptible transportation customers. If Shipper does not comply with curtailment as requested by MichCon, MichCon may suspend transportation service to Shipper under this Agreement for up to 30 days.

SECTION V

POSSESSION AND RESPONSIBILITY

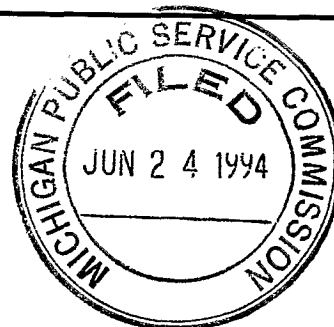
D-5.1 As between MichCon and Shipper, Shipper shall be deemed in exclusive control and possession of the Gas transported hereunder and responsible for any damage or injury caused thereby until it is delivered to MichCon at the Point(s) of Receipt and after it is redelivered by MichCon at the Point(s) of Delivery.

whft-11.92

14

(Continued on Sheet No. F-100.00)

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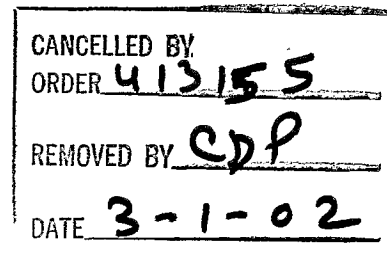
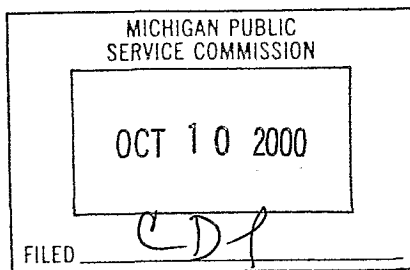
(Continued From Sheet No. F-99.00)

- (h) The Gas shall not contain more than 20 grains of total sulfur per 100 cubic feet, including the sulfur in any hydrogen sulfide, mercaptans, sulfides and residual sulfur. However, in the event that Gas at the outlet of the Kalkaska Processing Plants exceeds 5 grains of total sulfur per 100 cubic feet, the allowable total sulfur delivered by Shipper at the Point(s) of Receipt shall be reduced proportionally, but not less than 5 grains total sulfur per 100 cubic feet;
- (i) The Gas 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;
- (j) The Condensate shall contain no more than 1% by weight basic sediment and shall contain no free water;
- (k) The Condensate shall be "sweet", containing no more than .1 weight percent sulfur;
- (l) The Condensate shall have a cloud point temperature less than forty degrees Fahrenheit (40 F);
- (m) The Condensate shall have an API gravity greater than 40 degrees;

D-8.2 In the event the Gas delivered by Shipper at the Receipt Point(s) fails at any time to meet the quality specifications of this Article, 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 the quality specifications of this Article, MichCon shall resume taking delivery of Gas.

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07/10/97

(Continued on Sheet No. F-101.00)



(Continued from Sheet No. F-99.00)

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

SECTION VI

DELIVERY PRESSURE

D-6.1 Shipper shall deliver volumes of Natural Gas or cause volumes of Natural Gas to be delivered to MichCon at the Point(s) of Receipt at MichCon's prevailing line pressure. Shipper shall receive volumes of Natural Gas, or cause volumes of Natural Gas to be received by a third party transporter, at the Point(s) of Delivery at MichCon's prevailing line pressure. Neither party shall be obligated to install compression facilities.

SECTION VII

MEASUREMENT AND MONITORING

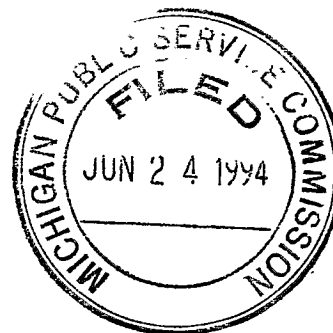
D-7.1 All quantities of Gas received at the Point(s) of Receipt by MichCon for the account of Shipper shall be measured at the Point(s) of Receipt by MichCon or its designee in accordance with, and shall comply with the measurement specifications contained in the Gas Measurement Committee Report #3, Natural Gas Department, American Gas Association, including the Appendix thereto, dated September 1985, and any subsequent amendments thereof.

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15

(Continued on Sheet No. F-101.00)

CANCELLED BY ORDER	46360
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DATE	10-11-00



(Continued From Sheet No. F-100.00)

D-8.3 Shipper agrees to indemnify and hold MichCon harmless for any and all liability resulting from MichCon's movement of Gas or Condensate which fails to meet the specifications of this Article and which have not been waived in writing, including contamination or damage to other Gas and Condensate being transported.

SECTION IX

TAXES

D-9.1 Shipper shall pay all taxes, tariffs, and duties however designated, levied, or charged resulting from 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.

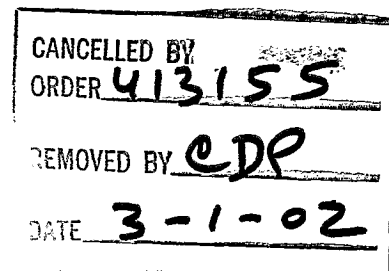
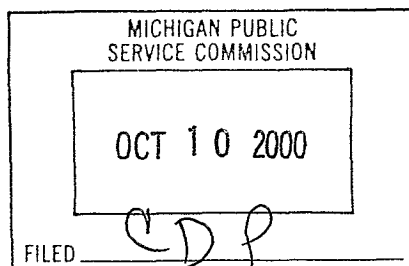
SECTION X

CREDIT WORTHINESS

D-10.1 MichCon shall not be required to commence service or to continue to provide service under this Agreement if Shipper is or has become insolvent, or if Shipper, when requested by MichCon to demonstrate creditworthiness, fails to do so to MichCon's satisfaction; provided, however, that Shipper may receive 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 fifteen days, good and sufficient

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07/10/97

(Continued on Sheet No. F-102.00)



(Continued from Sheet No. F-100.00)

D-7.2 All quantities of Gas delivered by MichCon to Shipper, or for the account of Shipper, will be measured at the Point(s) of Delivery by MichCon or its designee in accordance with, and shall comply with the measurement specifications contained in the Gas Measurement Committee Report #3, Natural Gas Department, American Gas Association, including the Appendix thereto, dated September 1985, and any subsequent amendments thereof.

SECTION VIII

QUALITY

D-8.1 Unless prior approval is obtained from MichCon, all Gas and Condensate received from Shipper under the terms of this Agreement shall conform to the following specifications:

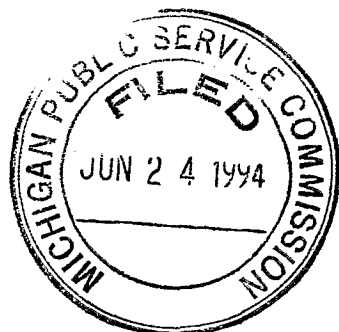
- (a) The Gas shall be commercially free from dust, gum, gum-forming constituents, and all other solid and liquid matters which may interfere with its merchantability or cause injury to or interfere with proper operation of the pipelines, regulators, meters or other appliances through which it flows;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

whft-11.92

16

(Continued on Sheet No. F-102.00)

CANCELLED BY	ORDER	46300
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DATE	10-11-00	



(Continued From Sheet No. F-101.00)

security, as reasonably determined by MichCon, of a continuing nature and in an amount equal to such amounts which would be due.

SECTION XI

WARRANTY OF RIGHT TO DELIVER

D-11.1 Shipper warrants that at the time of delivery it will have the right to deliver the Gas and that it will indemnify MichCon, defend, and save it harmless from suits, actions, debts, accounts, damages, costs, losses and expenses arising from or out of adverse claims of any and all persons to said Gas or to royalties, taxes, license fees or charges thereon.

SECTION XII

BILLING AND PAYMENT

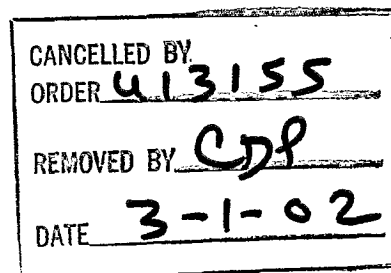
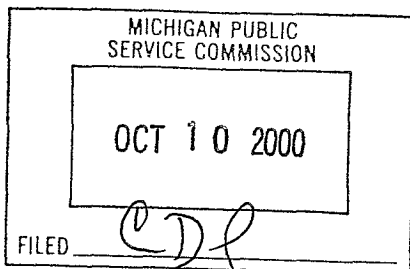
D-12.1 On or about the twentieth day of each calendar month, MichCon shall render a statement to Shipper based on the charges set forth in Exhibit "C". Shipper will pay MichCon on or before the 10th day after the statement is mailed, the amount billed in that statement. All such payments shall be made in the form of immediately available funds directed to a bank account designated by MichCon's Treasurer.

D-12.2 The statements rendered pursuant to this Agreement shall be denominated in U.S. Dollars (\$U.S.). All payments shall be made in \$U.S.

D-12.3 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.

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07/10/97

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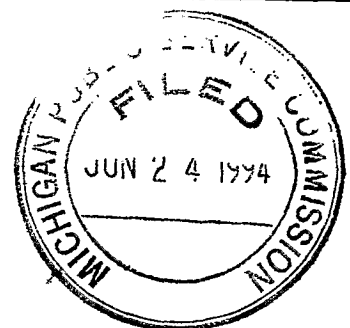
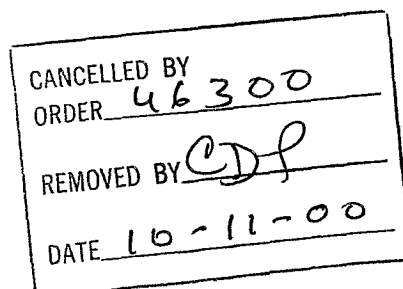
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- water content at or below 5 pounds per million cubic feet;
- (d) The Gas shall not contain oxygen. Operator shall maintain its equipment to insure the gas is free of oxygen;
- (e) The carbon dioxide content of the Gas shall not exceed 2.0 mole percent;
- (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 20 grains of total sulfur per 100 cubic feet, including the sulfur in any hydrogen sulfide, mercaptans, sulfides and residual sulfur. However, in the event that Gas at the outlet of the Kalkaska Processing Plants exceeds 5 grains of total sulfur per 100 cubic feet, the allowable total sulfur delivered by Shipper at the Point(s) of Receipt shall be reduced proportionally, but not less than 5 grains total sulfur per 100 cubic feet;
- (i) The Gas 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;
- (j) The Condensate shall contain no more than 1% by weight basic sediment and shall contain no free water;
- (k) The Condensate shall be "sweet", containing no more than .1

whft-11.92

17

(Continued on Sheet No. F-103.00)



(Continued From Sheet No. F-102.00)

D-12.4 Should Shipper fail to pay any undisputed amount of any statement rendered by MichCon as herein provided when such amount is due, a late payment charge equal to 2% of the undisputed amount of the statement, net of taxes, not compounded, shall be added to the statement.

D-12.5 Should Shipper fail to pay any undisputed amount of any statement rendered by MichCon as herein provided when such amount is due, MichCon in its sole discretion may, after 10 days prior written notice, terminate this Agreement, or suspend further service to Shipper, or both.

D-12.6 If Shipper shall find at any time within twelve 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 said overcharge shall have been paid, and Shipper shall have made a claim therefor within 60 days from the date of discovery thereof, the overcharge, if verified, shall be refunded within 30 days. If MichCon shall find at any time within twelve 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, and Shipper, upon verifying the same, shall pay such amount within 30 days.

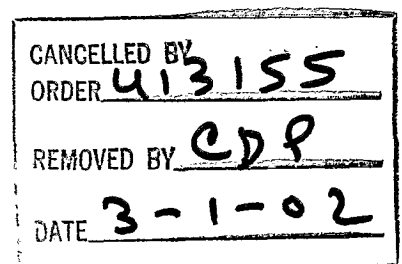
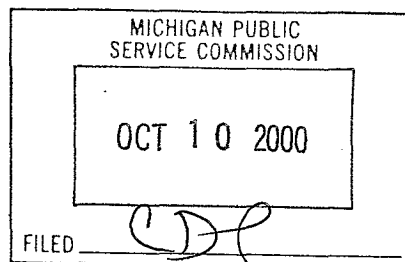
SECTION XIII

NON-WAIVER OF FUTURE DEFAULTS

D-13.1 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.

whft.doc
07/10/97

(Continued on Sheet No. F-104.00)



(Continued from Sheet No. F-102.00)

weight percent sulfur;

(l) The Condensate shall have a cloud point temperature less than forty degrees Fahrenheit (40 F);

(m) The Condensate shall have an API gravity greater than 40 degrees;

D-8.2 In the event the Gas delivered by Shipper at the Receipt Point(s) fails at any time to meet the quality specifications of this Article, 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 the quality specifications of this Article, MichCon shall resume taking delivery of Gas.

D-8.3 Shipper agrees to indemnify and hold MichCon harmless for any and all liability resulting from MichCon's movement of Gas or Condensate which fails to meet the specifications of this Article and which have not been waived in writing, including contamination or damage to other Gas and Condensate being transported.

SECTION IX

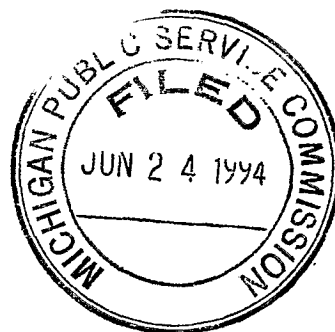
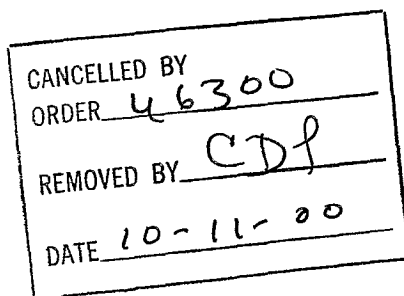
TAXES

D-9.1 Shipper shall pay all taxes, tariffs, and duties however designated, levied, or charged resulting from 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

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18

(Continued on Sheet No. F-104.00)



(Continued From Sheet No. F-103.00)

SECTION XIV

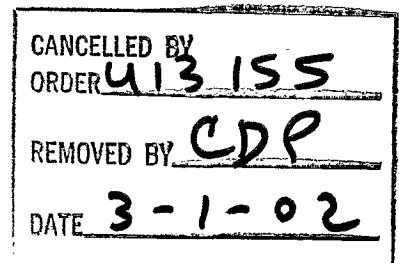
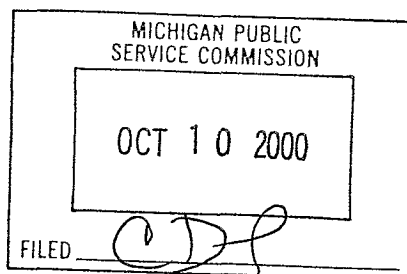
FORCE MAJEURE

D-14.1 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, and restraints of rulers and peoples, civil disturbances, explosions, breakage or accident to machinery or lines of pipe or the necessity to make repairs, tests, or alterations to machinery or lines of pipe, 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.

D-14.2 Such causes or 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

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07/10/97

(Continued on Sheet No. F-105.00)



(Continued from Sheet No. F-103.00)

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.

SECTION X

CREDIT WORTHINESS

D-10.1 MichCon shall not be required to commence service or to continue to provide service under this Agreement if Shipper is or has become insolvent, or if Shipper, when requested by MichCon to demonstrate creditworthiness, fails to do so to MichCon's satisfaction; provided, however, that Shipper may receive 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 fifteen 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.

SECTION XI

WARRANTY OF RIGHT TO DELIVER

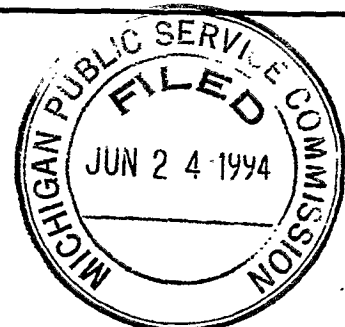
D-11.1 Shipper warrants that at the time of delivery it will have the right to deliver the Gas and that it will indemnify MichCon, defend, and save it harmless from suits, actions, debts, accounts, damages, costs, losses and expenses arising

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19

(Continued on Sheet No. F-105.00)

CANCELLED BY	
ORDER	46300
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DATE	10-11-00



(Continued From Sheet No. F-104.00)

either party of liability unless such party shall give notice and full particulars of the same in writing or by telegraph to the other party as soon as possible after the occurrence relied on.

SECTION XV

LAWS, ORDERS, RULES AND REGULATIONS

D-15.1 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. If required, MichCon may seek authorization from the Commission or other appropriate body for such change to any rate(s) and terms set forth in this Agreement or in any applicable rate schedule, as may be found necessary to assure MichCon just and reasonable rates. Either party shall have the right to contest the validity of any such change, and the acquiescence or compliance therewith for any period of time shall not be construed as a waiver of such right.

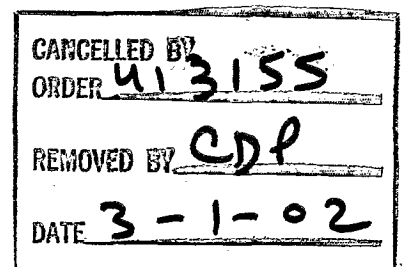
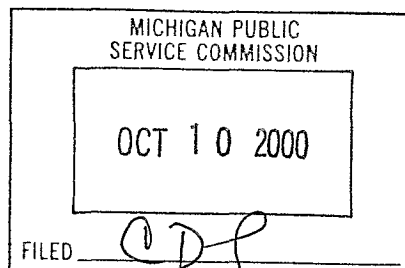
D-15.2 In the event of a material change in the underlying rules, orders or regulations pursuant to which MichCon provides service in accordance with this Agreement, MichCon may upon 30 days prior written notice to Shipper unilaterally and without liability suspend, discontinue and/or terminate service under this Agreement.

D-15.3 The transportation of Gas by MichCon under this Agreement, when in interstate commerce, is subject to the provisions of Subpart C, Part 284 of the regulations of the Federal Energy Regulatory Commission.

D-15.4 This Agreement is governed by the laws 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

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07/10/97

(Continued on Sheet No. F-106.00)



(Continued from Sheet No. F-104.00)

from or out of adverse claims of any and all persons to said Gas or to royalties,
taxes, license fees or charges thereon.

SECTION XII

BILLING AND PAYMENT

D-12.1 On or about the twentieth day of each calendar month, MichCon shall render a statement to Shipper based on the charges set forth in Exhibit "C". Shipper will pay MichCon on or before the 10th day after the statement is mailed, the amount billed in that statement. All such payments shall be made in the form of immediately available funds directed to a bank account designated by MichCon's Treasurer.

D-12.2 The statements rendered pursuant to this Agreement shall be denominated in U.S. Dollars (\$U.S.). All payments shall be made in \$U.S.

D-12.3 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.

D-12.4 Should Shipper fail to pay any undisputed amount of any statement rendered by MichCon as herein provided when such amount is due, a late payment charge equal to 2% of the undisputed amount of the statement, net of taxes, not compounded, shall be added to the statement.

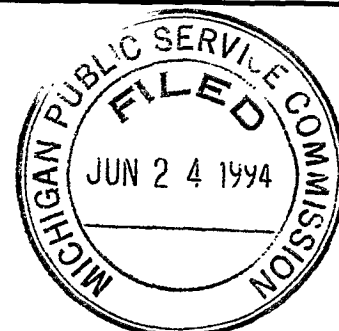
D-12.5 Should Shipper fail to pay any undisputed amount of any statement

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20

(Continued on Sheet No. F-106.00)

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DATE	<u>10-11-00</u>



(Continued From Sheet No. F-105.00)

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.

SECTION XVI

MISCELLANEOUS PROVISIONS

D-16.1 Assignment: Shipper shall not broker, assign, convey or transfer its interests under this Agreement without the prior written consent of MichCon.

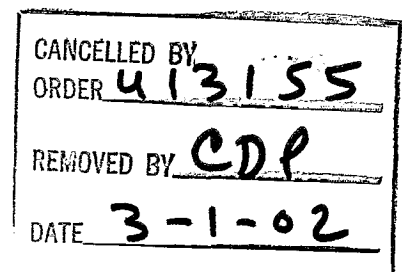
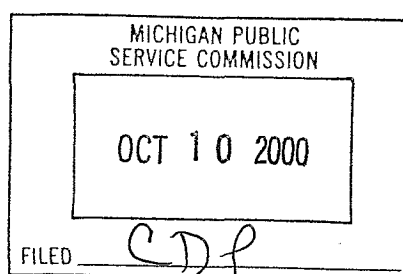
Either Shipper or MichCon may, however, without relieving itself of its obligations under this Agreement, assign any of its rights and obligations hereunder to a corporation with which it is affiliated at the time of such assignment, provided that such assignment does not materially change the duty of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

D-16.2 Headings: The headings used throughout this Agreement are inserted for convenience of reference only and are not to 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.

D-16.3 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.

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07/10/97

(Continued on Sheet No. F-107.00)



(Continued from Sheet No. F-105.00)

rendered by MichCon as herein provided when such amount is due, MichCon in its sole discretion may, after 10 days prior written notice, terminate this Agreement, or suspend further service to Shipper, or both.

D-12.6 If Shipper shall find at any time within twelve 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 said overcharge shall have been paid, and Shipper shall have made a claim therefor within 60 days from the date of discovery thereof, the overcharge, if verified, shall be refunded within 30 days. If MichCon shall find at any time within twelve 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, and Shipper, upon verifying the same, shall pay such amount within 30 days.

SECTION XIII

NON-WAIVER OF FUTURE DEFAULTS

D-13.1 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.

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21

(Continued on Sheet No. F-107.00)

CANCELLED BY	ORDER <u>46300</u>
REMOVED BY	<u>CDP</u>
DATE	<u>10-11-00</u>



(Continued From Sheet No. F-106.00)

D-16.4 Successors and Assigns: This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

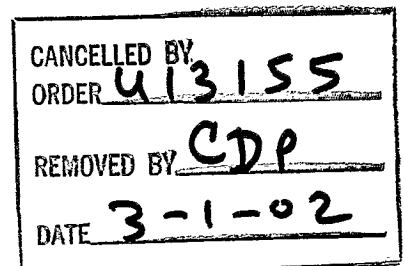
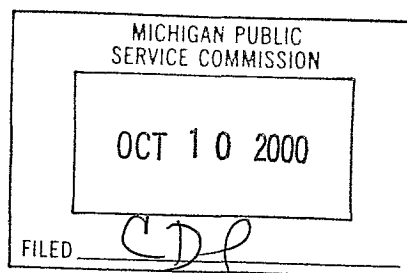
D-16.5 Counterparts: This Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an originally executed copy, and it shall not be necessary to produce all counterparts in order to prove this Agreement.

D-16.6 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.

D-16.7 Entirety: This Agreement constitutes 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.

*** END OF EXHIBIT "D" ***

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07/10/97



(Continued from Sheet No. F-106.00)

SECTION XIV

FORCE MAJEURE

D-14.1 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, and restraints of rulers and peoples, civil disturbances, explosions, breakage or accident to machinery or lines of pipe or the necessity to make repairs, tests, or alterations to machinery or lines of pipe, 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.

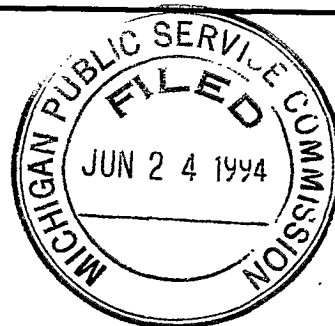
D-14.2 Such causes or contingencies affecting the performance of this Agreement by either party, however, shall not relieve it of liability in the event of its concurring negligence or in the event of its failure to use due diligence to remedy the situation and remove the cause in an adequate manner and with all reasonable dispatch, nor shall such causes or contingencies affecting the

whft-11.92

22

(Continued on Sheet No. F-108.00)

CANCELLED BY	
ORDER	46300
REMOVED BY	CDP
DATE	10-11-00



WHIT _____

TRANSPORTATION AGREEMENT

THIS AGREEMENT entered into as of this 1st day of _____, 199 , by and
between _____ ("Shipper"), having an office at _____
and MICHIGAN CONSOLIDATED GAS COMPANY ("MichCon"),
having its principal offices at 500 Griswold, Detroit, Michigan 48226;

RECITALS

- A. Shipper, has requested MichCon to transport Gas on Shipper's behalf; and
- B. MichCon is willing to provide the requested transportation subject to the terms
and conditions contained in this Agreement;

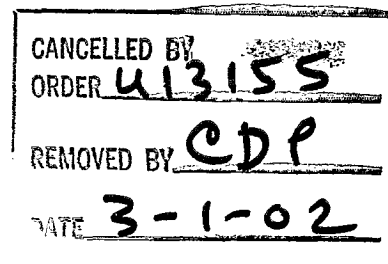
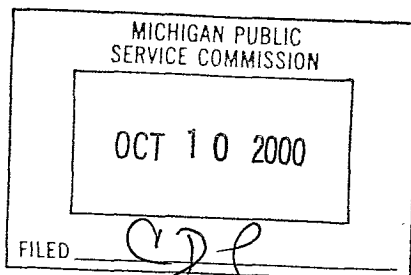
NOW, THEREFORE, in consideration of the mutual promises, agreements and
undertakings hereinafter set forth, Shipper and MichCon agree as follows:

ARTICLE I

GAS TRANSPORTATION SERVICE

1.1 Shipper shall deliver or cause to be delivered to MichCon, Natural Gas
for transportation on the Northern Michigan Wet Header System, and MichCon shall
receive, transport and redeliver Equivalent Quantities of Natural Gas to Shipper or

(Continued on Sheet No. F-109.00)



(Continued from Sheet No. F-107.00)

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 telegraph to the other party as soon as possible after the occurrence relied on.

SECTION XV

LAWS, ORDERS, RULES AND REGULATIONS

D-15.1 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. If required, MichCon may seek authorization from the Commission or other appropriate body for such change to any rate(s) and terms set forth in this Agreement or in any applicable rate schedule, as may be found necessary to assure MichCon just and reasonable rates. Either party shall have the right to contest the validity of any such change, and the acquiescence or compliance therewith for any period of time shall not be construed as a waiver of such right.

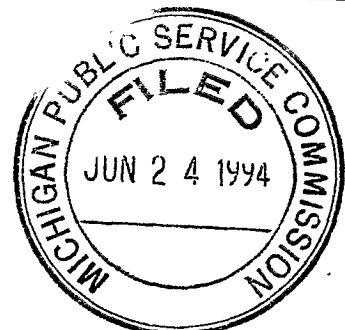
D-15.2 In the event of a material change in the underlying rules, orders or regulations pursuant to which MichCon provides service in accordance with this Agreement, MichCon may upon 30 days prior written notice to Shipper unilaterally and without liability suspend, discontinue and/or terminate service under this Agreement.

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23

(Continued on Sheet No. F-109.00)

CANCELLED BY	
ORDER	46300
REMOVED BY	CDF
DATE	10-11-00



(Continued From Sheet No. F-108.00)

for the account of Shipper, up to a Maximum Daily Quantity (MDQ) of _____ Mcf.

This transportation service shall be on an **Interruptible Basis**. Exhibit "C", attached to this Agreement and made part of it, sets forth the allowable routing of transportation provided pursuant to this Agreement, by designation of the Point(s) of Receipt and Point(s) of Delivery.

1.2 MichCon, at its sole option, may, if tendered by Shipper, transport daily quantities in excess of the MDQ.

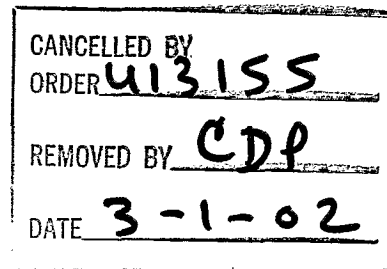
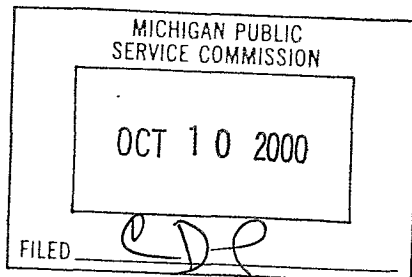
ARTICLE II

POINT(S) OF RECEIPT

2.1 Shipper shall deliver or cause to be delivered Natural Gas at the Point(s) of Receipt set forth in Exhibit "A", which is attached to this Agreement and made part of it.

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

(Continued on Sheet No. F-110.00)



(Continued from Sheet No. F-108.00)

D-15.3 The transportation of Gas by MichCon under this Agreement, when in interstate commerce, is subject to the provisions of Subpart C, Part 284 of the regulations of the Federal Energy Regulatory Commission.

D-15.4 This Agreement is governed by the laws 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.

SECTION XVI

MISCELLANEOUS PROVISIONS

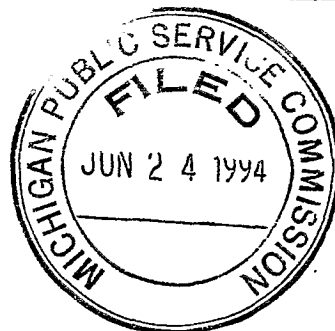
D-16.1 Assignment: Shipper shall not broker, assign, convey or transfer its interests under this Agreement without the prior written consent of MichCon. Either Shipper or MichCon may, however, without relieving itself of its obligations under this Agreement, assign any of its rights and obligations hereunder 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 materially the burden of risk imposed on the other party under this Agreement, or impair materially the other party's chance of obtaining return performance.

whft-11.92

24

(Continued on Sheet No. F-110.00)

CANCELLED BY	ORDER <u>46300</u>
REMOVED BY	<u>CDP</u>
DATE	<u>10-11-00</u>



(Continued From Sheet No. F-109.00)

ARTICLE III

POINT(S) OF DELIVERY

3.1 MichCon shall redeliver to Shipper, or for the account of Shipper at the Point(s) of Delivery set forth in Exhibit "B", which is attached to this Agreement and made part of it, Equivalent Quantities of Natural Gas. For its loss and use MichCon shall retain, for all gas delivered at the outlet of the Amoco Kalkaska Gas Processing Plant (Amoco Plant), .9% of the volumes received.

ARTICLE IV

TERM

4.1 The initial term of this Agreement shall be a period of __ year(s) commencing on the date of this Agreement. Thereafter, the term of this Agreement shall be automatically extended for successive periods of one month, unless and until terminated pursuant to Section 4.2.

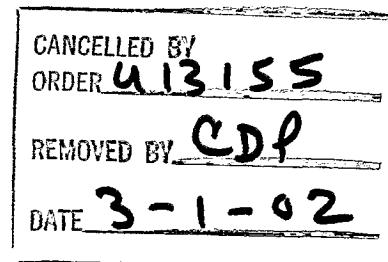
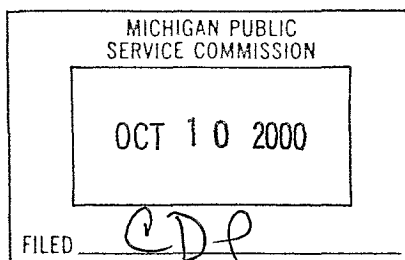
4.2 This Agreement may be terminated by either party at the end of the initial term or at any time thereafter by either party giving 90 days prior written notice to the other party.

ARTICLE V

TRANSPORTATION CHARGE

5.1 For all transportation hereunder, Shipper shall pay MichCon the charges specified in Exhibit "C".

(Continued on Sheet No. F-111.00)



(Continued from Sheet No. F-109.00)

D-16.2 Headings: The headings used throughout this Agreement are inserted for convenience of reference only and are not to 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.

D-16.3 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.

D-16.4 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.

D-16.5 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.

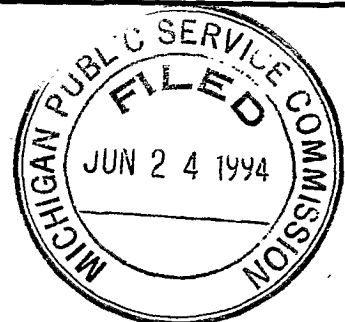
D-16.6 Reorganization: Any company which shall succeed by purchase, merger, or consolidation to the properties, substantially as an entirety, of Shipper or of MichCon, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Agreement.

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25

(Continued on Sheet No. F-111.00)

CANCELLED BY	ORDER <u>46300</u>
REMOVED BY	<u>CDF</u>
DATE	<u>10-11-00</u>



(Continued From Sheet No. F-110.00)

ARTICLE VI

MATERIAL BALANCE PROGRAM

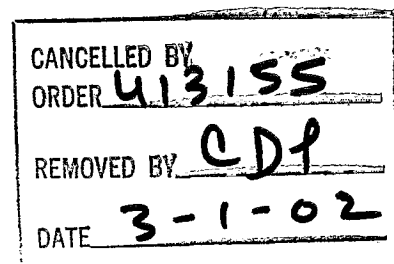
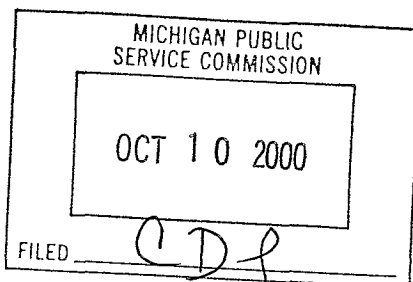
6.1 This Agreement is subject to the policies and procedures of the Material Balance Program, and any amendments made thereto from time to time by MichCon. The Material Balance Program is the measurement, analysis, allocation and accounting procedure which has been used by MichCon for allocating and accounting for the quantities of components both in the gas and liquids delivered into and removed from the Northern Michigan Wet Header System between MichCon and Shipper. Shipper acknowledges that it has reviewed and understands the Material Balance Program and its procedures. In the event of a conflict between the terms and conditions of this Agreement and the Material Balance Program, the policies and procedures of the Material Balance Program shall control.

ARTICLE VII

GENERAL TERMS & CONDITIONS

7.1 This Agreement is specifically subject to the General Terms and Conditions, which are attached hereto as Exhibit "D" and made part hereof.

(Continued on Sheet No. F-112.00)



(Continued from Sheet No. F-110.00)

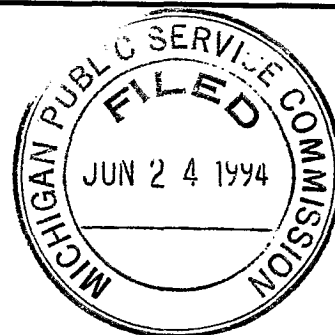
D-16.7 Entirety: This Agreement constitutes the entire agreement between MichCon and Shipper concerning the subject matter hereof. Any prior understandings, representations, promises, undertakings, agreements or inducements, whether written or oral, concerning the subject matter hereof not contained herein shall have no force and effect. This Agreement may be modified or amended only by a writing duly executed by both parties.

* * * END OF EXHIBIT "D" * * *

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26

CANCELLED BY	
ORDER	46300
REMOVED BY	CDL
DATE	10-11-00



(Continued From Sheet No. F-111.00)

ARTICLE VIII

NOTICE

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

Shipper:

Telephone: () -
Telecopy: () -

MichCon:

Payments: As directed on the invoice

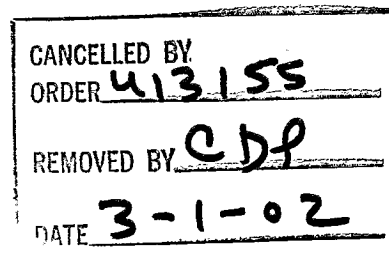
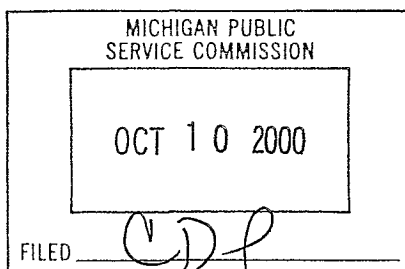
Nominations: Manager, Transportation & Exchange

All Other: Manager, Gas Supply Services

Michigan Consolidated Gas Company
500 Griswold Street, 26th Floor
Detroit, Michigan 48226
Telephone: (313) 256-5278
Telecopy: (313) 256-6416

8.2 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

(Continued on Sheet No. F-113.00)



WHIT _____

TRANSPORTATION AGREEMENT

THIS AGREEMENT entered into as of this 1st day of _____, 199 , by and
between _____ ("Shipper"), having an office at
and MICHIGAN CONSOLIDATED GAS COMPANY ("MichCon"),
having its principal offices at 500 Griswold, Detroit, Michigan 48226;

RECITALS

- A. Shipper, has requested MichCon to transport Gas on Shipper's behalf; and
- B. MichCon is willing to provide the requested transportation subject to the terms and conditions contained in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises, agreements and undertakings hereinafter set forth, Shipper and MichCon agree as follows:

ARTICLE I

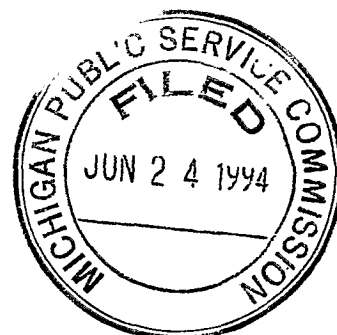
GAS TRANSPORTATION SERVICE

1.1 Shipper shall deliver or cause to be delivered to MichCon, Natural Gas for transportation on the Northern Michigan Wet Header System, and MichCon

whit-02.94

(Continued on Sheet No. F-113.00)

CANCELLED BY ORDER <u>46360</u>
REMOVED BY <u>CDP</u>
DATE <u>10-11-00</u>



(Continued From Sheet No. F-112.00)

invoices, shall be considered as duly delivered when mailed by either registered,
overnight or ordinary mail.

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 J. Croskey

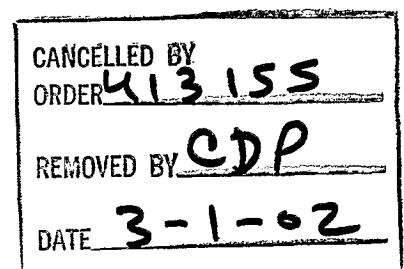
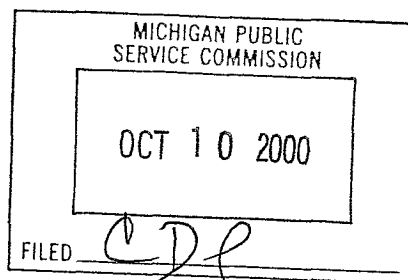
Title: Senior Vice President

By: _____

Title: _____

6

(Continued on Sheet No. F-114.00)



(Continued from Sheet No. F-112.00)

shall receive, transport and redeliver Equivalent Quantities of Natural Gas to Shipper or for the account of Shipper, up to a Maximum Daily Quantity (MDQ) of ____ Mcf. This transportation service shall be on an Interruptible Basis. Exhibit "C", attached to this Agreement and made part of it, sets forth the allowable routing of transportation provided pursuant to this Agreement, by designation of the Point(s) of Receipt and Point(s) of Delivery.

1.2 MichCon, at its sole option, may, if tendered by Shipper, transport daily quantities in excess of the MDQ.

ARTICLE II

POINT(S) OF RECEIPT

2.1 Shipper shall deliver or cause to be delivered Natural Gas at the Point(s) of Receipt set forth in Exhibit "A", which is attached to this Agreement and made part of it.

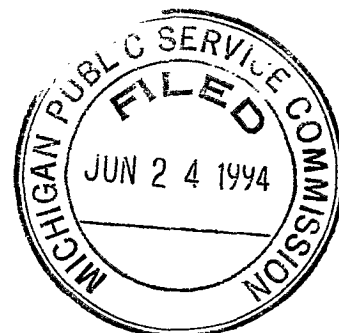
2.2 MichCon, at its sole option, may refuse to accept Gas at any Point(s) of Receipt listed on Exhibit "A" which are not subject to a signed Receipt Point Agreement between MichCon and the party responsible for the Receipt Point.

whit-02.94

2

(Continued on Sheet No. F-114.00)

CANCELLED BY ORDER	<u>46300</u>
REMOVED BY	<u>CDP</u>
DATE	<u>10-11-00</u>



(Continued From Sheet No. F-113.00)

EXHIBIT "A"

Point(s) of Receipt

Number

Facility / Well Name

Meter
Number

(Continued on Sheet No. F-115.00)

MICHIGAN PUBLIC
SERVICE COMMISSION

OCT 10 2000

FILED

CDP

CANCELLED BY
ORDER

413155

REMOVED BY

CDP

DATE

3-1-02

(Continued from Sheet No. F-113.00)

ARTICLE III

POINT(S) OF DELIVERY

3.1 MichCon shall redeliver to Shipper, or for the account of Shipper at the Point(s) of Delivery set forth in Exhibit "B", which is attached to this Agreement and made part of it, Equivalent Quantities of Natural Gas. For its loss and use MichCon shall retain, for all gas delivered at the outlet of the Amoco Kalkaska Gas Processing Plant (Amoco Plant), .9% of the volumes received.

ARTICLE IV

TERM

4.1 The initial term of this Agreement shall be a period of __ year(s) commencing on the date of this Agreement. Thereafter, the term of this Agreement shall be automatically extended for successive periods of one month, unless and until terminated pursuant to Section 4.2.

4.2 This Agreement may be terminated by either party at the end of the initial term or at any time thereafter by either party giving 90 days prior written notice to the other party.

ARTICLE V

TRANSPORTATION CHARGE

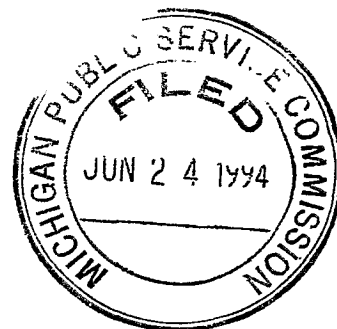
5.1 For all transportation hereunder, Shipper shall pay MichCon the charges specified in Exhibit "C".

whit-02.94

3

(Continued on Sheet No. F-115.00)

CANCELLED BY	
ORDER	46300
REMOVED BY	CDP
DATE	10-11-00



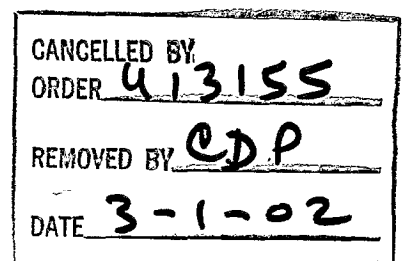
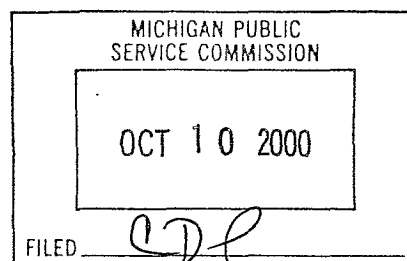
(Continued From Sheet No. F-114.00)

EXHIBIT "B"

Point(s) of Delivery

<u>Number</u>	<u>Facility Name</u>	<u>Meter Name</u>
1.	Kalkaska Inlet Facility Kalkaska County Michigan	KIF

(Continued on Sheet No. F-116.00)



(Continued from Sheet No. F-114.00)

ARTICLE VI

MATERIAL BALANCE PROGRAM

6.1 This Agreement is subject to the policies and procedures of the Material Balance Program, and any amendments made thereto from time to time by MichCon. The Material Balance Program is the measurement, analysis, allocation and accounting procedure which has been used by MichCon for allocating and accounting for the quantities of components both in the gas and liquids delivered into and removed from the Northern Michigan Wet Header System between MichCon and Shipper. Shipper acknowledges that it has reviewed and understands the Material Balance Program and its procedures. In the event of a conflict between the terms and conditions of this Agreement and the Material Balance Program, the policies and procedures of the Material Balance Program shall control.

ARTICLE VII

GENERAL TERMS & CONDITIONS

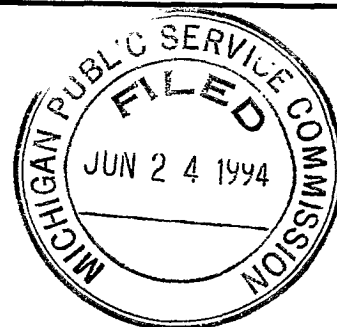
7.1 This Agreement is specifically subject to the General Terms and Conditions, which are attached hereto as Exhibit "D" and made part hereof.

whit-02.94

4

(Continued on Sheet No. F-116.00)

CANCELLED BY	
ORDER	46300
REMOVED BY	COJ
DATE	10-11-00



(Continued From Sheet No. F-115.00)

EXHIBIT "C"

Transportation Charges and Allowable Routing

1. Monthly Customer / Administration Charge

\$300.00

2. Wet Header Commodity Charge

\$0.022 Per Mcf

3. Wet Header Lateral Commodity Charge

\$0.075 per Mcf

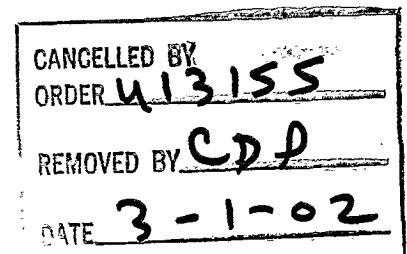
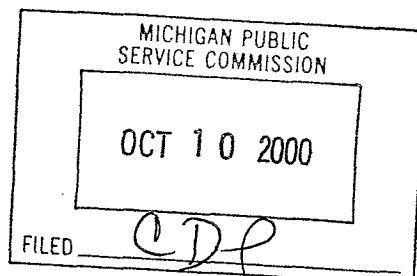
4. Allowable Routing

Point(s) of
Receipt

Point(s) of
Delivery

Percentage of
MDQ

(Continued on Sheet No. F-117.00)



(Continued from Sheet No. F-115.00)

ARTICLE VIII

NOTICE

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

Shipper:

Telephone: () -
Telecopy: () -

MichCon:

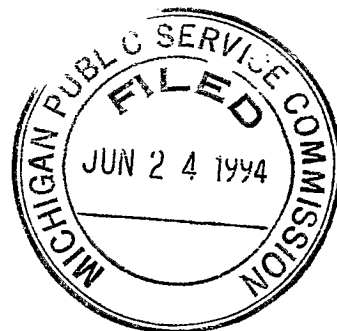
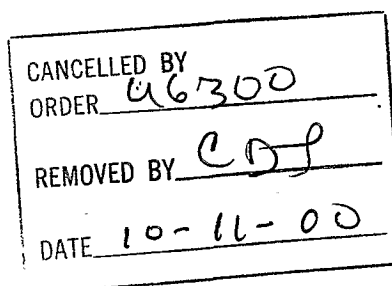
Payments: As directed on the invoice
Nominations: Manager, Transportation & Exchange
All Other: Manager, Gas Supply Services
Michigan Consolidated Gas Company
500 Griswold Street, 26th Floor
Detroit, Michigan 48226
Telephone: (313) 256-5278
Telecopy: (313) 256-6416

8.2 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.

whit-02.94

5

(Continued on Sheet No. F-117.00)



(Continued From Sheet No. F-116.00)

EXHIBIT "D"

GENERAL TERMS AND CONDITIONS

SECTION I

DEFINITIONS

D-1.1 The term "day" shall mean a period of twenty-four (24) consecutive hours commencing at noon, local time or such other time as may be mutually agreed upon.

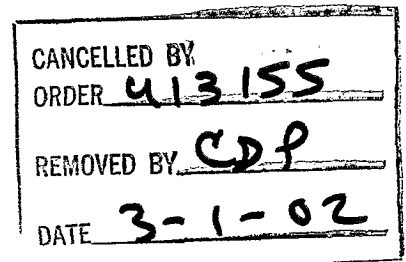
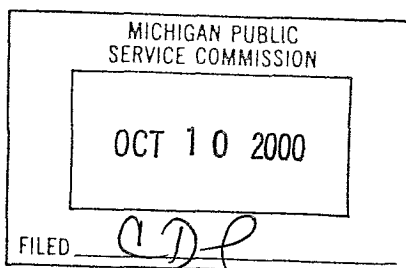
D-1.2 The term "Month" means the period beginning at noon local time on the first day of a calendar month and ending at noon local time on the first day of the following calendar month.

D-1.3 The term "Equivalent Quantities" shall mean a molecularly equivalent amount of either Natural Gas or Condensate less any amount withheld by MichCon for use and loss pursuant to Article III of this Agreement.

D-1.4 The term "Natural Gas" or "Gas" means vapor phase hydrocarbon components and non-hydrocarbon components, including gas well gas, casinghead gas produced and separated from oil or condensate, and residue gas resulting from processing either casinghead gas or gas well gas.

D-1.5 The term "Condensate" means the liquid phase hydrocarbon components and non-hydrocarbon components including (a) condensate or distillate produced from Shipper's gas wells, (b) natural gasoline produced as a result of compression of Natural Gas, and (c) such other hydrocarbon liquids other than

(Continued on Sheet No. F-118.00)



(Continued from Sheet No. F-116.00)

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 J. Croskey

Title: Senior Vice President

By: _____

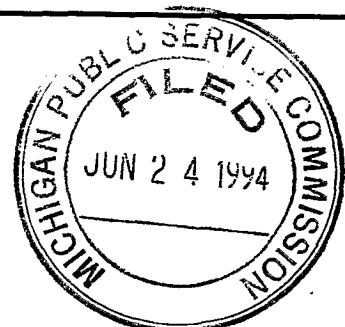
Title: _____

whit-02.94

6

(Continued on Sheet No. F-118.00)

CANCELLED BY	ORDER <u>46300</u>
REMOVED BY	<u>CDP</u>
DATE	<u>10-11-00</u>



(Continued From Sheet No. F-117.00)

crude oil which will not interfere with gas operations on MichCon's pipeline.

D-1.6 The term "Maximum Daily Quantity" or "MDQ" shall mean the greatest number of Mcf's that MichCon is obligated to receive on behalf of Shipper on any day.

D-1.7 The term "Commission" shall mean the Michigan Public Service Commission or any successor regulatory authority having jurisdiction.

D-1.8 The term "Processing Plant" shall mean either the Shell or Amoco processing plants, located in Kalkaska, MI, as elected by Shipper in Section D-2.1.

D-1.9 The term "Mcf" means one thousand cubic feet of gas at a base temperature of 60° Fahrenheit and a base pressure of 14.65 psia.

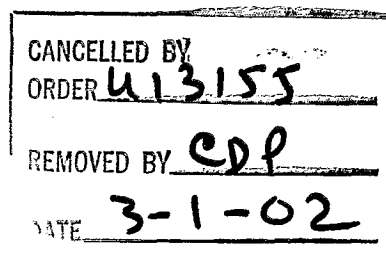
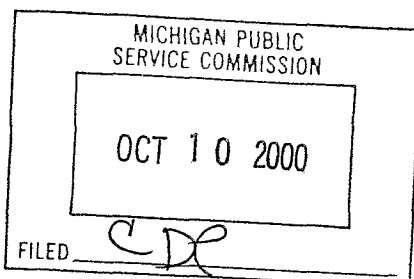
D-1.10 The term "Mmcf" means 1,000 Mcf's.

D-1.11 The term "Firm Basis" means that MichCon agrees to transport up to the MDQ each day during the term of the Agreement from the Point(s) of Receipt to the Point(s) of Delivery, except for reasons of Force Majeure.

D-1.12 The term "Interruptible Basis" means that this service may be wholly or partly interrupted, when in MichCon's sole judgement, interruption is necessary due, to operating conditions, unavailability of sufficient capacity on MichCon's system, or to the needs of MichCon's sales customers.

D-1.13 The term "Northern Michigan Wet Header System" shall mean the pipeline extending from a point near Kalkaska, Michigan northeasterly to Section 11, T34N, R6E, Presque Isle County, Michigan, and from the same point

(Continued on Sheet No. F-119.00)



(Continued from Sheet No. F-117.00)

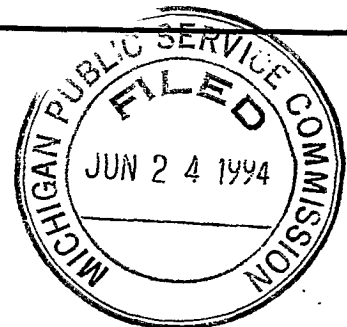
EXHIBIT "A"

whit-02.94

7

(Continued on Sheet No. F-119.00)

CANCELLED BY	
ORDER	46300
REMOVED BY	CDP
DATE	10-11-00



(Continued From Sheet No. F-118.00)

southwesterly to Section 5, T22N, R15W, Manistee County, Michigan, which MichCon has acquired or constructed to transport natural gas from Point(s) of Receipt to Point(s) of Delivery for itself and others, together with existing and future extensions or loops thereof.

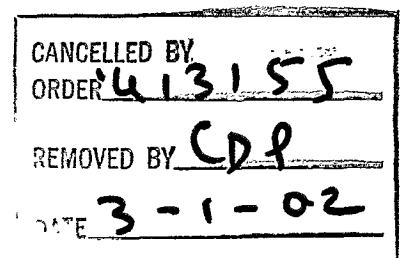
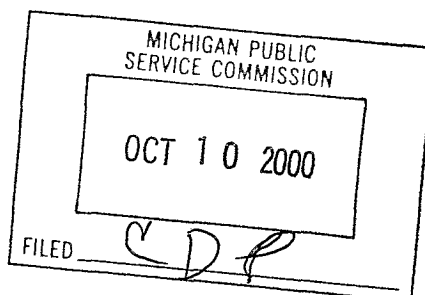
SECTION II

NOMINATIONS, DELIVERIES

D-2.1 Shipper shall complete and send the Nomination Form (Exhibit "E" to this Agreement) to the appropriate party by the 6th work day of the preceding month for all volumes of Gas that will be transported pursuant to this Agreement during the following month. MichCon shall not be obligated to transport any Gas for which the Nomination Form is either not received on a timely basis or is received incomplete. MichCon may from time to time update or amend Exhibit "E" as needed. If MichCon operates the Point(s) of Receipt, the appropriate party to notify is MichCon Gas Control at telecopy number (313) 256-5890. If Consumers Power Company operates the Point(s) of Receipt the appropriate party to notify is Consumers Power Gas Control at telecopy number (517) 788-1857.

D-2.2 If requested by MichCon, Shipper shall provide an affidavit of truth stating that Shipper has downstream agreements with a third party sufficient to handle the volumes of Gas proposed to be transported pursuant to this Agreement and stating the period of time those agreements cover. If Shipper fails to provide

(Continued on Sheet No. F-120.00)



(Continued from Sheet No. F-118.00)

EXHIBIT "B"

whit-02.94

8

(Continued on Sheet No. F-120.00)

CANCELLED BY
ORDER 46300
REMOVED BY CDP
DATE 10-11-00



(Continued From Sheet No. F-119.00)

such an affidavit, then MichCon shall have the sole right to reject Shippers monthly nomination and to refuse to transport the volumes nominated.

D-2.3 To allow MichCon to efficiently operate its system, Shipper agrees to use its best efforts to deliver Gas at uniform daily rates.

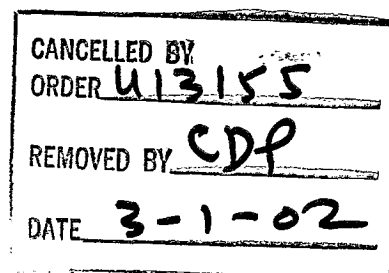
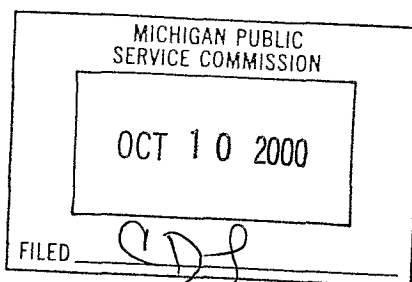
SECTION III

DISPOSITION OF GAS

D-3.1 Because of the inability of MichCon and Shipper to maintain precise control over the rate of flow and volumes of Gas to be received and delivered, continuous efforts shall be exercised to maintain the receipts and deliveries in balance. MichCon reserves the right to refuse deliveries at the Point(s) of Receipt or to increase or decrease deliveries at the Point(s) of Delivery to correct imbalances. Any action taken by MichCon to correct imbalances shall not be considered a curtailment or interruption of service. MichCon will provide Shipper with 24 hours advance notice before increasing, decreasing or refusing deliveries or redeliveries pursuant to this section.

D-3.2 If upon the termination of this Agreement, Shipper has not caused to be delivered to MichCon at the Point(s) of Receipt, quantities of Gas that are volumetrically 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, the term of this Agreement shall be extended for a period of 60 days during which time Shipper shall cause the deficient volumes to be delivered to MichCon at a mutually

(Continued on Sheet No. F-121.00)



(Continued from Sheet No. F-119.00)

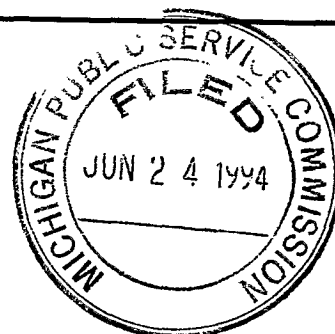
EXHIBIT "C"

whit-02.94

9

(Continued on Sheet No. F-121.00)

CANCELLED BY	
ORDER	46300
REMOVED BY	CDP
DATE	10-11-00



(Continued From Sheet No. F-120.00)

agreeable daily rate. Should Shipper fail to correct this imbalance within the 60 day period, Shipper shall pay MichCon, as liquidated damages, \$10.00 per Mcf plus the currently effective Gas Cost Recovery Factor (pursuant to MichCon's Rules, Regulations and Rate Schedules on file with the Commission) for all such deficient volumes.

D-3.3 MichCon shall have the right to commingle Gas delivered hereunder with Gas owned by MichCon and/or transported by MichCon for others.

SECTION IV

CURTAILMENT AND PRIORITY OF SERVICE

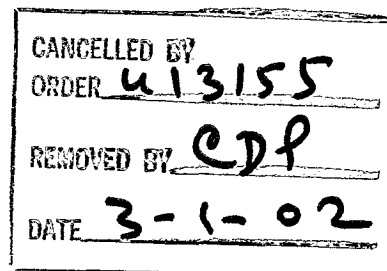
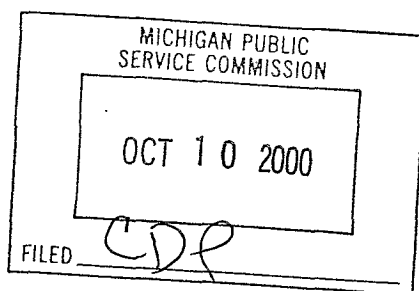
D-4.1 In the event of insufficient capacity, resulting from Force Majeure, MichCon may curtail transportation service. The following priority shall apply: Local Distribution Companies having jurisdictional customers shall have first priority, followed by Firm transportation customers, then Interruptible transportation customers. If Shipper does not comply with curtailment as requested by MichCon, MichCon may suspend transportation service to Shipper under this Agreement for up to 30 days.

SECTION V

POSSESSION AND RESPONSIBILITY

D-5.1 As between MichCon and Shipper, Shipper shall be deemed in exclusive control and possession of the Gas transported hereunder and responsible

(Continued on Sheet No. F-122.00)



(Continued from Sheet No. F-120.00)

EXHIBIT "D"

GENERAL TERMS AND CONDITIONS

SECTION I

DEFINITIONS

D-1.1 The term "day" shall mean a period of twenty-four (24) consecutive hours commencing at noon, local time or such other time as may be mutually agreed upon.

D-1.2 The term "Month" means the period beginning at noon local time on the first day of a calendar month and ending at noon local time on the first day of the following calendar month.

D-1.3 The term "Equivalent Quantities" shall mean a molecularly equivalent amount of either Natural Gas or Condensate less any amount withheld by MichCon for use and loss pursuant to Article III of this Agreement.

D-1.4 The term "Natural Gas" or "Gas" means vapor phase hydrocarbon components and non-hydrocarbon components, including gas well gas, casinghead gas produced and separated from oil or condensate, and residue gas resulting from processing either casinghead gas or gas well gas.

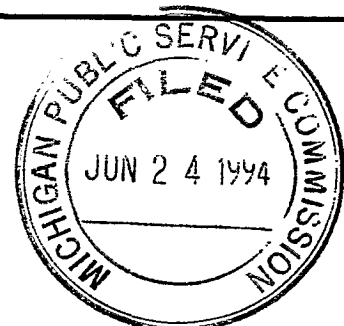
D-1.5 The term "Condensate" means the liquid phase hydrocarbon components and non-hydrocarbon components including (a) condensate or distillate produced from Shipper's gas wells, (b) natural gasoline produced as a result of compression of Natural Gas, and (c) such other hydrocarbon liquids other than crude oil which will not interfere with gas operations on MichCon's pipeline.

whit-02.94

10

(Continued on Sheet No. F-122.00)

CANCELLED BY	
ORDER	46300
REMOVED BY	CDJ
DATE	10-11-00



(Continued From Sheet No. F-121.00)

for any damage or injury caused thereby until it is delivered to MichCon at the Point(s) of Receipt and after it is redelivered by MichCon at the Point(s) of Delivery.

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

SECTION VI

DELIVERY PRESSURE

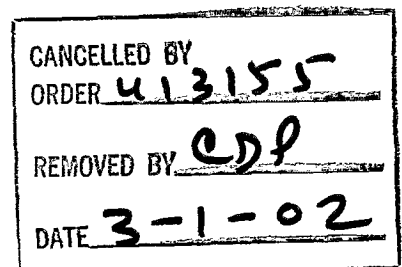
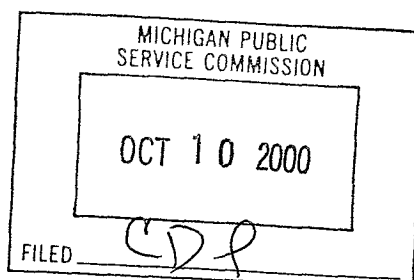
D-6.1 Shipper shall deliver volumes of Natural Gas or cause volumes of Natural Gas to be delivered to MichCon at the Point(s) of Receipt at MichCon's prevailing line pressure. Shipper shall receive volumes of Natural Gas, or cause volumes of Natural Gas to be received by a third party transporter, at the Point(s) of Delivery at MichCon's prevailing line pressure. Neither party shall be obligated to install compression facilities.

SECTION VII

MEASUREMENT AND MONITORING

D-7.1 All quantities of Gas received at the Point(s) of Receipt by MichCon for the account of Shipper shall be measured at the Point(s) of Receipt by MichCon or its designee in accordance with, and shall comply with the measurement specifications contained in the Gas Measurement Committee Report #3, Natural

(Continued on Sheet No. F-123.00)



(Continued from Sheet No. F-121.00)

D-1.6 The term "Maximum Daily Quantity" or "MDQ" shall mean the greatest number of Mcf's that MichCon is obligated to receive on behalf of Shipper on any day.

D-1.7 The term "Commission" shall mean the Michigan Public Service Commission or any successor regulatory authority having jurisdiction.

D-1.8 The term "Processing Plant" shall mean either the Shell or Amoco processing plants, located in Kalkaska, MI, as elected by Shipper in Section D-2.1.

D-1.9 The term "Mcf" means one thousand cubic feet of gas at a base temperature of 60° Fahrenheit and a base pressure of 14.65 psia.

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D-1.13 The term "Northern Michigan Wet Header System" shall mean the pipeline extending from a point near Kalkaska, Michigan northeasterly to Section 11, T34N, R6E, Presque Isle County, Michigan, and from the same point southwesterly to Section 5, T22N, R15W, Manistee County, Michigan, which MichCon has acquired or constructed to transport natural gas from Point(s) of

whit-02.94

11

(Continued on Sheet No. F-123.00)

CANCELLED BY	ORDER <u>46300</u>
REMOVED BY	<u>CDP</u>
DATE	<u>10-11-00</u>

