

MPSC Case No. U-14821

Exhibit QS-19

ASATT DEDICATION OF RESERVES
OTSEGO COUNTY
ANTRIM EXPANSION PROJECT

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

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

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

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

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

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

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

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

WITNESSES:

Daniel W. Lehane
DANIEL W. LEHANE
Patricia Czantnar
Patricia Czantnar

MICHCON GATHERING COMPANY

By: [Signature]

Name: Steven E. Kurmas

Title: Sr. Vice President

WITNESSES:

L. G. Lawsthe
L. G. LAWSTHE
R. G. Lawsthe
R. G. LAWSTHE

FRUEHAUF ANTRIM LIMITED PARTNERSHIP
By: Fruehauf Production Company, LLC, General
Partner

By: [Signature]

Name: Harry R. Fruehauf III

Title: Member

ACKNOWLEDGMENTS

STATE OF MICHIGAN)
) ss
COUNTY OF WAYNE)

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

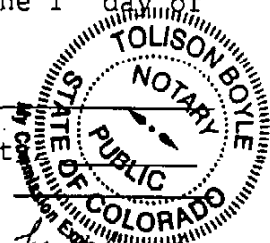
Donna Elaine Clark
Notary Public
Macomb County, Michigan
My Commission Expires: 4/28/05

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

STATE OF Colorado)
) ss
COUNTY OF Denver)

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

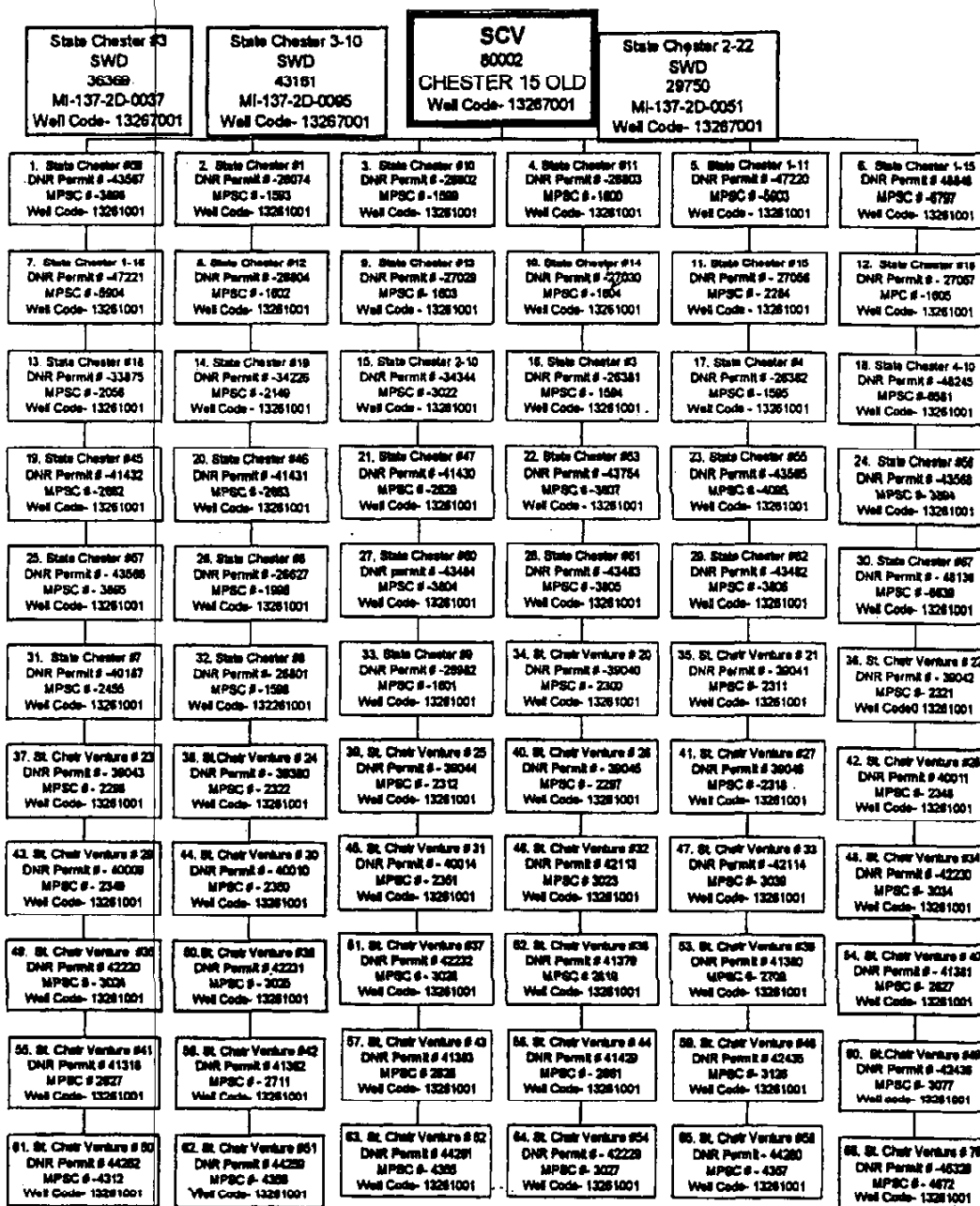
Tolison Boyle
Notary Public
Count _____
My Commission Expires: _____



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

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

ATTACHMENT A



ATTACHMENT A

ASE 1
HAYES 22 SOUTH
44671
Facility Code- 13017001

1. HAYES 9-22
39215
2317
Well code- 13011001

2. ASE1 5-27
44966
4652
Well code- 13011001

3. HAYES 7-22
37681
2257
Well code- 13011001

4. NML&O 3-27
42607
3346
Well Code 13011001

5. NML&O 6-22
37680
2247
Well code 13011001

6. NML&O 4-27
42608
3347
Well code 13011001

7. OTS. HAYES 1-27
34206
3593
Well code- 13011001

8. OTSEGO HAYES ASE 1-22
34860
2204
Well code- 13011001

9. OTS. HAYES ASE2-22
36922
2205
Well code- 13011001

10. OTS. HAYES ASE 2-27
36875
2207
Well code- 13011001

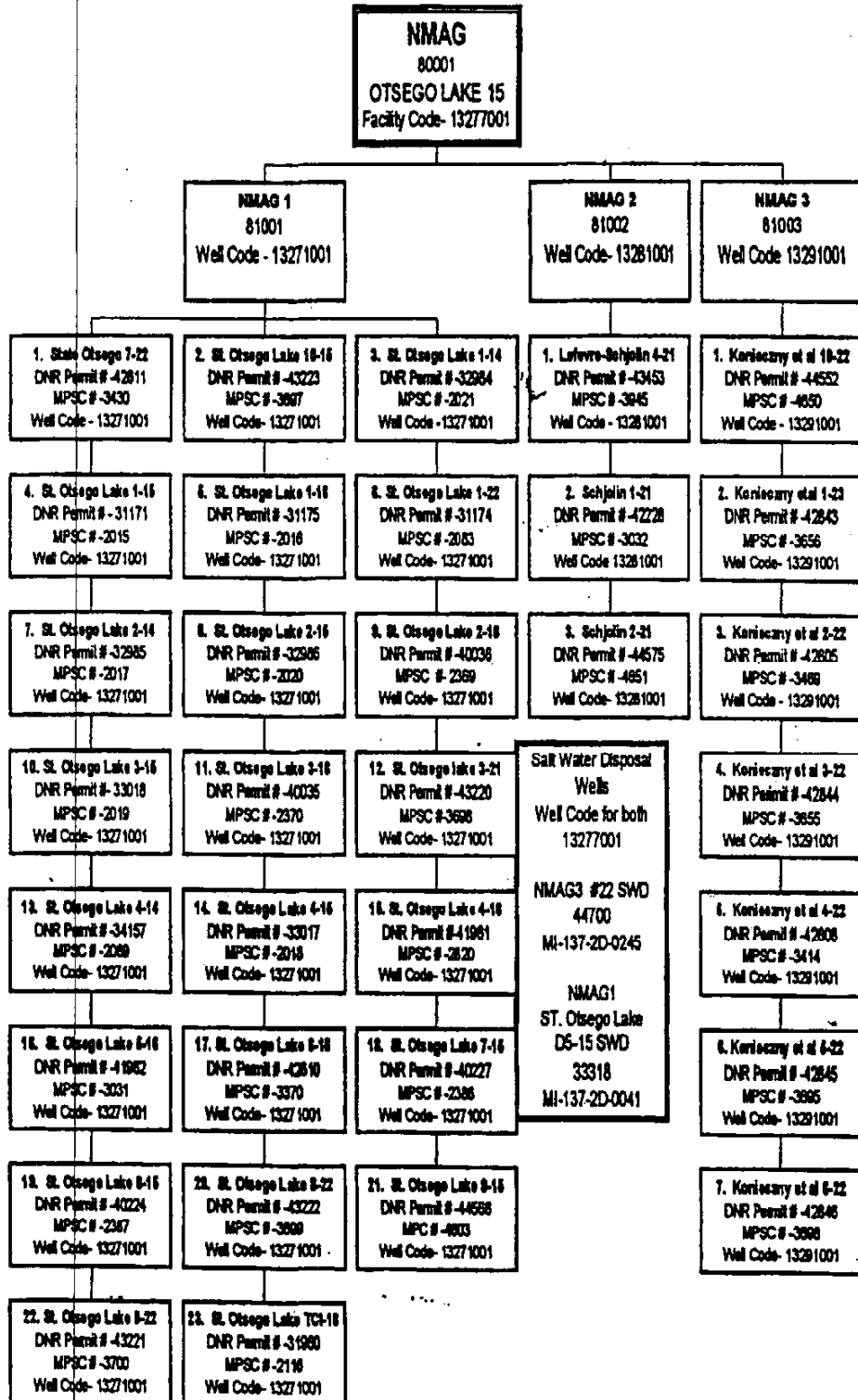
11. OTS. HAYES ASE 3-22
37679
2256
Well code- 13011001

12. OTS. HAYES ASE 5-22
36883
2206
Well code- 13011001

13. OTS. HAYES ASE 8-22
37682
2264
13011001

Salt Water Disposal Well
St. Hayes 4-22 SWD
36901
MI-137-2D-0040
Well code- 13017001

ATTACHMENT A





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

November 1, 2001

Fruehauf Antrim Limited Partnership
1260 South Otsego
Gaylord, Michigan 49735

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

Gentlemen:

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

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

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

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

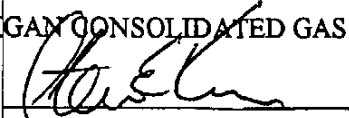
- 4) Under both the WHRPA and the ASRPA, Gathering and MichCon waive the provisions of Section 6.1(i) Schedule "C".

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

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

MICHIGAN CONSOLIDATED GAS COMPANY

By:



Its:

Sr. Vice President

MICHCON GATHERING COMPANY

By:



Its:

Sr. Vice President