

**C1 TRANSPORTATION CONTRACT**

**ENBRIDGE GAS INC.**, a company existing under the laws of the Province of Ontario,  
(hereinafter referred to as “**Enbridge**”)

- and -

**DTE ELECTRIC COMPANY**, a company incorporated under the laws of the State of  
Michigan,  
(hereinafter referred to as “**Shipper**”)

WHEREAS, Enbridge owns and operates a natural gas transmission system in south-western Ontario, through which Enbridge offers “**Transportation Services**”, as defined in Article II herein;

AND WHEREAS, Shipper wishes to retain Enbridge to provide such Transportation Services, as set out herein, and Enbridge has agreed, subject to the terms and conditions of this Contract, to provide the Transportation Services requested;

NOW THEREFORE, this Contract witnesses that, in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

**ARTICLE I - INTERPRETATION AND DEFINITIONS**

- 1.01 Divisions, Headings and Index: The division of this Contract into Articles, Sections and Subsections, and the insertion of headings and any table of contents or index provided are for convenience of reference only, and shall not affect the construction or interpretation hereof.
- 1.02 Industry Usage: Words, phrases or expressions which are not defined herein and which, in the usage or custom of the business of the transportation, storage, and distribution or sale of natural gas have an accepted meaning shall have that meaning.
- 1.03 Extended Meaning: 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” and “hereunder” and words of similar import refer to the entirety of this Contract, including the Schedules incorporated into this Contract, and not only to the Section in which such use occurs.
- 1.04 Conflict: In the event of any conflict between the provisions of the main body of this Contract (including Schedule 1) and Enbridge’s C1 Rate Schedule, as defined below, the provisions of Enbridge’s C1 Rate Schedule shall prevail over the main body of this Contract.
- 1.05 Currency: All reference to dollars in this Contract shall mean Canadian dollars unless otherwise specified.
- 1.06 Schedules: Refers to the schedules attached hereto which are specifically included as part of this Contract, and include:  
Schedule 1 – Contract Parameters

- 1.07 Rate Schedule: “**Enbridge's C1 Rate Schedule**” or the “**C1 Rate Schedule**” or “**C1**” shall mean Enbridge’s C1 Rate Schedule, (including the Storage and Transportation Rates, Schedule “A 2010” (General Terms and Conditions), Schedule “B 2010” (Nominations), and Schedule “C 2010” (Receipt and Delivery Points and Pressures)), or such other replacement rate schedule which may be applicable to the Transportation Services provided hereunder as approved by the Ontario Energy Board, and shall apply hereto, as amended from time to time, and which is incorporated into this Contract pursuant to Section 5.03 hereof.
- 1.08 Measurements: Units set out in SI (metric) are the governing units for the purposes of this Contract. Units set out in Imperial measurement in parentheses beside their SI (metric) equivalent are for reference only and in the event of a conflict between SI (metric) and Imperial measurement herein, SI (metric) shall prevail.

## ARTICLE II - TRANSPORTATION SERVICES

- 2.01 Transportation Services: Enbridge shall, subject to the terms and conditions herein, transport Shipper’s gas on Enbridge’s system (the “**Transportation Services**”). Shipper agrees to the following upon nomination to Enbridge for the provision of the Transportation Services:
- (a) Type of Transportation Service, Contract Demand, Receipt Points, Delivery Points and Transportation Service Paths, and Fuel Requirements shall be as set out in Schedule 1.
  - (b) Gas Transported by Enbridge:
    - (i) Enbridge agrees, on any Day, and subject to Sections (b) ii) and (b) iii), to receive on Shipper's behalf at the Receipt Point, any quantity of gas which Shipper nominates and which Enbridge has authorized for Transportation Service and to deliver that quantity of gas to Shipper at the Delivery Point as per Shipper’s nomination;
    - (ii) Under no circumstances shall Enbridge be required to transport a quantity of gas in excess of the Contract Demand;
    - (iii) Enbridge agrees that it shall, upon the request of Shipper, use reasonable efforts to transport gas in excess of the Contract Demand, as Authorized Overrun, on an interruptible basis, if applicable under Schedule 1 hereof; and
    - (iv) Enbridge agrees that it shall, upon request of Shipper, use reasonable efforts to accommodate changes to either the Receipt Point or Delivery Point, after the Timely Nomination Cycle, on an interruptible basis.
- 2.02 Accounting for Transportation Services: All quantities of gas handled by Enbridge shall be accounted for on a daily basis.
- 2.03 Commingling: Enbridge shall have the right to commingle the quantity of gas referenced herein with gas owned by Enbridge or gas being stored and/or transported by Enbridge for third parties.
- 2.04 Imbalances: The parties hereto recognize that with respect to Section 2.01, on any Day, receipts of gas by Enbridge and deliveries of gas by Enbridge may not always be exactly equal, but each party shall cooperate with the other in order to balance as nearly as possible the quantities transacted on a daily basis, and any imbalances arising shall be allocated to the Facilitating Agreements and shall be subject to the respective terms and charges contained therein, and shall be resolved in a timely manner.

ARTICLE III - CHARGES AND RATES

- 3.01 Except as otherwise stated herein in Schedule 1 hereof, the charges and rates to be billed by Enbridge and paid by Shipper for the Transportation Services provided under this Contract will be those specified in Enbridge's C1 Rate Schedule.

ARTICLE IV - NOMINATIONS

- 4.01 Transportation Services provided hereunder shall be in accordance with the prescribed nominations procedure as set out in Schedule "B 2010" of Enbridge's C1 Rate Schedule.

ARTICLE V - MISCELLANEOUS PROVISIONS

- 501 Notices: All communications provided for or permitted hereunder shall be in writing, personally delivered to an officer or other responsible employee of the addressee or sent by registered mail, charges prepaid, or by facsimile or other means of recorded electronic communication, charges prepaid, to the applicable address or to such other address as either party hereto may from time to time designate to the other in such manner, provided that no communication shall be sent by mail pending any threatened, or during any actual, postal strike or other disruption of the postal service. Shipper contact information, as provided to Enbridge, shall be found on the secured portion of Enbridge's website (the secured portion of Enbridge's website is known as "*Unionline*"). Enbridge's contact information shall be displayed on the unsecured portion of Enbridge's website. Any communication personally delivered shall be deemed to have been validly and effectively received on the date of such delivery. Any communication so sent by facsimile or other means of electronic communication shall be deemed to have been validly and effectively received on the Business Day following the day on which it is sent. Any communication so sent by mail shall be deemed to have been validly and effectively received on the seventh Business Day following the day on which it is postmarked.

Notwithstanding the above, nominations shall be made by facsimile or other recorded electronic means, subject to execution of an agreement for use of *Unionline*, or such other agreement, satisfactory to Enbridge, and will be deemed to be received on the same Day and same time as sent. Each party may from time to time change its address for the purpose of this Section by giving notice of such change to the other party in accordance with this Section.

- 502 Law of Contract: Enbridge and Shipper agree that this Contract is made in the Province of Ontario and that, subject to Article X of the General Terms and Conditions, the courts of the Province of Ontario shall have exclusive jurisdiction in all matters contained herein. The parties further agree that this Contract shall be construed exclusively in accordance with the laws of the Province of Ontario.
- 503 Entire Contract: This Contract (including Schedule 1), all applicable rate schedules and price schedules, and any applicable Precedent Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof. This Contract supersedes any prior or contemporaneous agreements, understandings, negotiations or discussions, whether oral or written, of the parties in respect of the subject matter hereof.
- 504 Time of Essence: Time shall be of the essence hereof.
- 505 Counterparts: This Contract may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original but all of which together shall constitute one and the same agreement. This Contract may be executed by facsimile or other electronic communication and this procedure shall be as effective as signing and delivering an original copy.

- 506 Severability: If any provision hereof is invalid or unenforceable in any jurisdiction, to the fullest extent permitted by law, (a) the other provisions hereof shall remain in full force and effect in such jurisdiction and shall be construed in order to carry out the intention of the parties as nearly as possible and (b) the invalidity or unenforceability of any provision hereof in any jurisdiction shall not affect the validity or enforceability of any provision in any other jurisdiction.
- 507 General Liability: The liability of the parties hereunder is limited to direct damages only and all other remedies or damages are waived. In no event shall either party be liable for consequential, incidental, punitive, or indirect damages, in tort, contract or otherwise.

THIS CONTRACT SHALL BE BINDING UPON and shall enure to the benefit of the parties hereto and their respective successors and permitted and lawful assigns.

IN WITNESS WHEREOF this Contract has been properly executed by the parties hereto by their duly authorized officers as of the date first above written.

**DTE ELECTRIC COMPANY**  
*Authorized Signatory*

**ENBRIDGE GAS INC.**  
*Authorized Signatory*

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

## **CONTRACT PARAMETERS**

### **Type of Transportation Service (as defined in Article I of Schedule “A 2010”)**

Please check one: Firm  Interruptible

### **Contract Demand**

Enbridge shall transport a quantity of gas, on any one Day, of up to 110,781 GJ (105,000 MMBtu) (the “**Contract Demand**”).

### **Receipt Points, Delivery Points and Transportation Services Paths**

A “**Receipt Point**”, as noted in the chart below, shall mean the point where Enbridge shall receive gas from Shipper on a firm basis and a “**Delivery Point**”, as noted in the chart below, shall mean the point where Enbridge shall deliver gas to Shipper on a firm basis, which points are more particularly described in the C1 Rate Schedule.

The Transportation Services are available for the following paths:

<b>Path</b>	<b>Receipt Point(s)</b>	<b>Delivery Point(s)</b>
1	Dawn Facilities	Dawn Vector

### **Fuel Requirements**

In the event Shipper provides fuel, Shipper shall provide the fuel requirements as per the C1 Rate Schedule based on the Authorized Quantity.

### **Term**

This Contract shall be effective as of the date of execution hereof; however, the obligations, terms and conditions for the Transportation Services herein shall commence on the later of:

- June 01, 2022; and
- the day following the date that all of the conditions precedent set out in Article XXI of Schedule “A 2010” of Enbridge’s C1 Rate Schedule have been satisfied or waived by the party entitled to the benefit thereof;

(such later date being referred to as the “**Commencement Date**”), and shall continue in full force and effect until May 30, 2027 (the “**Initial Term**”).

### **Conditions Date**

As referred to in Article XXI of Schedule “A 2010”:

### **Shipper’s Representations and Warranties**

If Shipper requests Enbridge to zero rate the GST/HST on any gas transportation charges, Shipper must provide Enbridge with an executed declaration in the form provided by Enbridge.

### **Special Provisions**

Subject to the provisions of this Contract, this Contract will continue in full force and effect beyond the Initial Term, automatically renewing for a period of one (1) year, and every one (1) year thereafter, subject to notice in writing by Shipper of termination at least two (2) years prior to the expiration thereof.

**Authorized Overrun**

Please check one: Applicable  Not applicable

**Rate for Service**

*Intentionally blank*

**F24-T SERVICE AGREEMENT**

**ENBRIDGE GAS INC.**, a company existing under the laws of the Province of Ontario,  
(hereinafter referred to as “**Enbridge**”)

- and -

**DTE ELECTRIC COMPANY**, a company incorporated under the laws of the State of  
Michigan,  
(hereinafter referred to as “**Shipper**”)

**WHEREAS** Enbridge and Shipper entered into a Firm Transportation Agreement dated July 10, 2019 (**C10116**) (the  
“**Transportation Contract**”);

**AND WHEREAS** Shipper has requested, and Enbridge has agreed to provide, an F24-T Service with respect to all or a  
portion of the Contract Demand under the Transportation Contract.

**NOW, THEREFORE**, this F24-T Agreement witnesses that, in consideration of the mutual covenants and agreements  
herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby  
acknowledged, the parties hereby agree as follows:

1. F24-T Service. Subject to Schedule 1, the F24-T Service (as such service is more particularly described in Schedule  
1) is selected with respect to 110,781 GJ/day (105,000 MMBtu/day) of the Contract Demand under the  
Transportation Contract (the “**F24-T Quantity**”).
2. Term. Subject to Schedule 1, the F24-T Service will commence on the later of:
  - (a) June 01, 2022; and
  - (b) the day following the date that all of the conditions precedent set out in Section 3, if any, have been satisfied  
or waived by Enbridge.

Subject to Schedule 1, the F24-T Service will end on May 30, 2027 (the “**Initial Term**”).

3. Conditions Precedent. *Intentionally blank*

**IN WITNESS WHEREOF**, the parties hereto have caused this F24-T Agreement to be executed by their respective duly  
authorized officers as of the date first written above.

**DTE ELECTRIC COMPANY**

*Authorized Signatory*

**ENBRIDGE GAS INC.**

*Authorized Signatory*

By \_\_\_\_\_

By \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

### F24-T Service

1. **Definitions:** Words and phrases used herein and not otherwise defined shall have the meaning provided for in the Transportation Contract.
2. **Nomination Cycles:** With respect to the quantity available to Shipper on a firm basis as determined under Section 3 of this Schedule, for all nomination cycles, Enbridge shall advise Shipper as soon as reasonably practical of the Quantity Available for F24-T Service, which shall only be limited by Enbridge's ability to confirm the nomination with upstream and downstream service providers within the time available, or for reasons of force majeure. Despite anything to the contrary herein, Shipper may not increase its Nomination at any time for any given Day, after Enbridge declares force majeure and until such time as the force majeure ceases.
3. **Firm Commitment:** Shipper's Nomination shall be available on a firm basis up to the lesser of:
  - (a) the hours remaining in the Day (identified in the nomination cycle timelines posted on Enbridge's website and the nomination deadlines provided in Unionline), multiplied by the factor specified in paragraph 12 of Schedule "B 2010" of Enbridge's C1 Rate Schedule (the hourly rate of flow), multiplied by the F24-T Quantity; provided however, that such hourly amounts may differ for each hour remaining in the Day; and
  - (b) the F24-T Quantity, less that portion of the F24-T Quantity that had been accepted by Enbridge as an Authorized Quantity for any previous period of the Day.
4. **Charges:** The charges and rates to be billed by Enbridge and paid by Shipper for the F24-T Service will be those specified in Enbridge's C1 Rate Schedule set out in Section (C), Note (1).
5. **Term:** The F24-T Service will extend beyond the Initial Term specified in this F24-T Agreement, automatically renewing for a period of one year, and every one year thereafter, subject to notice in writing by Shipper of termination at least 24 years prior to expiration thereof, but in no event will the F24-T Service continue beyond the date that the Transportation Contract terminates.
6. **Confirmation:** For greater certainty, except as expressly modified in this F24-T Agreement and this Schedule, the parties acknowledge that:
  - (a) all of the other terms and conditions of the provisions of Schedule "A 2010" and Schedule "B 2010" of Enbridge's C1 Rate Schedule and this F24-T Agreement shall continue to apply in all respects to the Contract Demand of the Transportation Contract and the F24-T Quantity (unless otherwise stated herein); and
  - (b) the F24-T Service is only available as a supplemental service to the services provided under the Transportation Contract. Accordingly:
    - (i) Shipper shall be required to maintain a minimum Contract Demand equivalent to the F24-T Quantity until the expiry of the Initial Term. In the event that the F24-T Service is extended beyond the Initial Term pursuant to Section 5 herein and the Contract Demand of the Transportation Contract is at any time less than the F24-T Quantity (whether by way of amendment, termination or expiration of the Transportation Contract or otherwise), then the F24-T Quantity shall be automatically reduced to be equal to the Contract Demand of the Transportation Contract without the need of any further notice or action.);
    - (ii) the F24-T Service shall only apply to the extent that the underlying Contract Demand is available under the Transportation Contract, and is subject to any limitations, restrictions and qualifications applicable to that Contract Demand;



- (iii) the terms and conditions of Sections 1.01, 1.02, 1.03, 1.05, 1.06, 1.07, 1.08, 5.01, (provided that Shipper's nominations are subject to Section 2 of this Schedule), 5.02, 5.03, 5.04, 5.05, 5.06 and 5.07 of the Transportation Contract, as amended from time to time, shall apply to the F24-T Service and this F24-T Agreement, *mutatis mutandi*, as if incorporated into this Schedule;
- (iv) the last sentence of the first paragraph of Section 3, Article XVIII of Enbridge's C1 Rate Schedule "A 2010", as amended from time to time, shall not apply and instead the monthly demand charge relief for F24-T Service shall be determined in accordance with Section 7 of this Schedule;
- (v) Section 2, Article XIX of Enbridge's C1 Rate Schedule "A 2010", as amended from time to time, shall apply (amended as necessary to provide that the maximum security that Enbridge may demand is equal to 12 times the monthly demand charge for F24-T Service); and
- (vi) Shipper may assign this F24-T Agreement to a third party provided that:
  - i. the third party has a Contract Demand under a firm transportation contract that is greater than or equal to the F24-T Quantity and has a term under the same transportation contract that is greater than or equal to the remaining term of this F24-T Agreement; and
  - ii. the prior written consent of shall have been obtained, such consent not to be unreasonably withheld.

The Shipper shall not be released from liability under this F24-T Agreement unless Enbridge expressly releases the Shipper after having received satisfactory financial assurances from the third party.

7. Force Majeure: Shipper shall be entitled to a reduction in the monthly demand charge applicable to the F24-T Service by the same percentage that the monthly demand charge applicable to the Contract Demand under the Transportation Contract is reduced as a result of a force majeure. In no event shall Shipper be entitled to a reduction in any month that exceeds the monthly demand charge applicable to the F24-T Service for that month.
8. Conflicts: In the event of any conflict between the terms of this Schedule, the main body of this F24-T Agreement, the Transportation Contract and Enbridge's C1 Rate Schedule, the order of priority shall be as follows:
- (a) Enbridge's C1 Rate Schedule (except to the extent Schedule "B 2010" thereof is expressly modified by the terms of this Schedule);
  - (b) this Schedule;
  - (c) the main body of this F24-T Agreement; and
  - (d) the Transportation Contract.