CONTRIBUTION IN AID AGREEMENT

This Contribution In Aid Agreement ("Agreement") is made and effective this 11th day of July, 2016 ("Effective Date") by and between Enbridge Energy Company, Inc. ("Enbridge"), and the State of Michigan, represented by the Michigan State Attorney General's office, the Michigan Departments of Environmental Quality and Natural Resources, and the Michigan Agency for Energy ("State"). Enbridge and the State may be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Enbridge's affiliate, Enbridge Energy, Limited Partnership ("EELP"), owns and operates a crude oil pipeline system in the State of Michigan, commonly known as "Line 5," which pipeline crosses the Upper Peninsula, the Straits of Mackinac, and the Lower Peninsula, transporting crude oil, its products, and its derivatives to delivery points within the State of Michigan and to delivery points outside of the State of Michigan;

WHEREAS, the State established the Michigan Petroleum Pipeline Task Force ("Task Force") to aid it in understanding petroleum pipeline operations in Michigan, including the Line 5 pipelines crossing the Straits of Mackinac;

WHEREAS, the Task Force issued a report that recommended, *inter alia*, that independent studies be completed to analyze risk to ensure adequate financial assurance related to Line 5's crossing of the Straits of Mackinac ("Independent Risk Analysis for the Straits Pipelines") and to comprehensively analyze the existing Line 5 crossing and possible alternatives to Line 5's crossing of the Straits of Mackinac ("Independent Alternatives Analysis for the Straits Pipelines") (collectively, the "Studies");

WHEREAS, the Task Force's report also recommended the creation of the Michigan Pipeline Safety Advisory Board ("Advisory Board"), which is comprised of State, federal and tribal officials, and representatives of stakeholder organizations and companies, and the general public;

WHEREAS, the State has issued requests for proposals ("RFPs") to interested independent expert consultants to retain selected consultants to complete the Studies and has received several proposals from consultants to complete the Studies;

WHEREAS, members of the Advisory Board provided input to the State on the RFPs and proposals received in answer to the RFPs, and based on that input plus its own review of the proposals, the State has identified a consultant to conduct each of the Studies (each of the selected consultants, a "Consultant");

WHEREAS, the State has requested that Enbridge contribute funds sufficient to underwrite the cost of the Studies, based on the terms and conditions of this Agreement; and

WHEREAS, Enbridge is willing to contribute $3,581,294 toward the costs of the Studies, upon the terms and conditions of this Agreement.

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, THE PARTIES AGREE AS FOLLOWS:

1. **Contribution by Enbridge**.
   a. With respect to the costs of the Studies as reflected in the Consultants' responses to the RFPs, Enbridge shall contribute the sum of $3,581,294 (the "Funds") into an escrow account set up by mutual agreement of the Parties and managed by the State to hold the Funds and disburse them to the Consultants as such funds are earned and invoiced by the Consultants in performance of the Studies. Enbridge shall pay to the escrow agent its reasonable fees for establishing and maintaining the escrow account, not to exceed $2,500.
   b. Enbridge shall pay the Funds into the escrow account as follows: one-third of the total of the Funds shall be paid within fifteen (15) days of the Effective Date of this Agreement; the second one-third shall be paid within ninety (90) days of the Effective Date of this Agreement; and the final one-third shall be paid within two hundred ten (210) days of the Effective Date of this Agreement.

c. Enbridge's obligation to make the payments required under this Agreement shall not depend upon the contents of the Reports or the outcome of the Studies. Such payments by Enbridge shall not constitute agreement by Enbridge with the contents of the Reports or the outcome of the Studies.

d. After contribution by Enbridge of the Funds as set forth in Section 1(a), Enbridge shall not be required to contribute any further amounts of money to the costs of the Studies. If the costs of the Studies exceed the amounts set forth in this Agreement, Enbridge shall not be responsible for any amount in excess of the Funds.

2. **Studies Process**.

a. The State shall administer all contractual agreements with the selected contractors, shall have sole authority to direct and oversee the Consultants in the performance of the Studies, and shall be responsible for ensuring that the provisions set forth in this Section 2 are included in the executed contracts with the Consultants. The State shall take all reasonable steps to ensure the independence of the Studies.

b. Upon request of the State on behalf of the Consultants, Enbridge agrees to promptly provide the State and the Consultants any information reasonably available to Enbridge that the Consultants identify as necessary for the Studies, subject to the provisions of the following paragraph.

c. Enbridge may, to the extent provided by applicable law, designate information it provides to the Consultants as "Proprietary" or "Confidential." Information so designated, or with a designation of similar import shall not be shared by the receiving Consultant except as incorporated in the Consultant's report; provided further that, prior to disclosure by Enbridge of requested confidential or proprietary information, Enbridge may request that Consultant execute a confidentiality agreement protecting such confidential or proprietary information from release, on reasonable terms and conditions, and consistent with applicable law.

3. **Enbridge Participation in Public Comment Period**.

a. As part of the process for the Studies described by the State in its RFPs, the State specified a certain period during which comments from the general public would be accepted on any of the draft reports for the Studies prepared by the Consultants. Enbridge shall be allowed to participate in such comment period by submitting such comments as Enbridge desires, and Enbridge's comments will be considered and reviewed in good faith by the Consultants and the State.

b. In addition to the initial public comment periods referenced in Section 3(a), any interested person or entity, including Enbridge, shall be provided one week after the close of the initial public comment period to respond, if they desire, to any comments submitted during the initial public comment period for any of the draft reports.

4. **Final Report**.

a. Prior to the release of a final report ("Report") to the general public, the State shall provide, or shall cause the producing Consultant to provide, Enbridge with an informational copy of such Report at least five (5) business days prior to the publication of the Report. The purpose of this preview of the contents of the Report is to provide Enbridge with the opportunity to review the Report and prepare for its general release, but not to seek or obtain any change to the final Report.

5. **General**.

a. This Agreement shall be construed under the laws of the State of Michigan, without reference to conflicts of laws provisions. The State and Enbridge consent to the jurisdiction of the U.S. District Court for the Western District of Michigan to enforce this Agreement and to resolve any disputes arising under its terms; provided that if the U.S. District Court does not have jurisdiction over disputes arising hereunder, the State and Enbridge consent to jurisdiction of Emmet County Circuit Court to resolve a dispute arising hereunder.

b. This Agreement shall bind the State, Enbridge, and their respective successors and assigns.

c. No amendment to this Agreement shall be effective unless made in writing and executed by persons authorized to bind the State and Enbridge.

d. This Agreement may be signed in any number of counterparts, each of which is a duplicate original, and all of which taken together form a single Agreement.

FOR THE STATE OF MICHIGAN

Bill Schuette

Bill Schuette, Attorney General
Dated: July 11, 2016

Keith Creagh

Keith Creagh, Director
Department of Environmental Quality
Dated: July 11, 2016

William E Moritz

William Moritz, Director
Department of Natural Resources
Dated: July 11, 2016

Valerie Brader

Valerie Brader, Executive Director
Michigan Agency for Energy
Dated: 8 July 16

ENBRIDGE ENERGY COMPANY, INC.

(Name) Mark Boyce
(Title) Vice President, Liquids Pipelines Law and Assistant Corporate Secretary
Dated: July 11, 2016